

File Attachments for Item:

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RATIFICATION OF THE DECLARATION OF AN EMERGENCY TO REMEDIATE THE FIRE TRAINING FACILITY PROPERTY AT 2207 GODDARD AVENUE BY AND AUTHORIZE PAYMENT TO CAVINS CONSTRUCTION GROUP IN THE AMOUNT OF \$210,081.08 AND BUDGET APPROPRIATION FROM THE RISK MANAGEMENT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/08/2023

REQUESTER: Wade Thompson, Park and Facility 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 FIRE TRAINING FACILITY PROPERTY AT 2207 GODDARD AVENUE BY AND AUTHORIZE PAYMENT TO CAVINS CONSTRUCTION GROUP IN THE AMOUNT OF \$210,081.08 AND BUDGET APPROPRIATION FROM THE RISK MANAGEMENT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On Thursday, April 27, 2023, the Fire Training Chief reported a wet ceiling tile at the Fire Training Center, co-located with Fire Station 7, at 2207 Goddard Avenue. The City of Norman Facility Maintenance requested a third-party contractor to inspect the roof, at the facility, to ascertain the cause of the wet ceiling tiles. During the facility's interior inspection, mold was visible on the ceiling tile.

DISCUSSION:

With mold being visually present at the Fire Training Center in the training area and the Training Chiefs' office, the request for immediate testing by Cavins Group was approved by City Staff. The initial scope of work included air testing and sample testing of the areas with visual mold present. Upon receiving lab results from the tests, mold presence was confirmed by Cavins Group's third-party testing lab. Still, the air quality tests determined no airborne presence, not producing a human health concern. Nevertheless, an immediate remediation project was approved to prevent the progression of the potential hazard and further infestation.

The initial visual inspection was that the mold presence was limited to a few areas where leaks had gone unreported. As the contractor removed and mitigated the mold in the visually noticed areas, the continuous testing revealed a much larger scope of work as drywall was removed from the walls, revealing water penetrating areas of the exterior wall that staff from the Fire Department of Facility Maintenance were unaware of.

The remediation was an extensive operation, including partitioning off the remediation area, removing and cleaning all contents within the fire training building, removing the bottom 3 feet

of drywall throughout the office and classroom, treating the area, resealing areas of water intrusion, roof repairs, a complete HVAC system cleaning and extensive air scrubbing. Testing was then performed, and third-party certified a clean, mold-free facility ready for build-back, reassembly, and return of area contents that had been removed, taken off-site for cleaning and storage until the facility was ready and built back.

It is recommended that funds be appropriated to cover these expenses from the Risk Management Fund Balance (Account 43-29000) to the Risk Management Fund, Miscellaneous Services – Uninsured Losses (Account 43330104-4479).

RECOMMENDATION 1:

It is recommended that The City of Norman approve payment with Cavins Group, in the amount of \$210,081.08, for mold remediation and build-back repairs at the Fire Training Center located at 2207 Goddard Avenue.

RECOMMENDATION 2:

It is recommended that \$210,081.08 be appropriated from Risk Management Fund Balance (Account 43-29000) to the Risk Management Fund, Miscellaneous Services – Uninsured Losses (Account 43330104-4479).

CAVINS

NORTH TEXAS | KANSAS | ARKANSAS | OKLAHOMA GROUP

INVOICE

1839 Atchison Drive
 Norman, OK 73069
 Phone: 405 573-3048, Fax: 405 579-4964

DATE: July 14, 2023

INVOICE #: 23-AH634

LIC #80000972

Bill To:
 City of Norman - Fire Training Center
 2207 Goddard Ave
 Norman, OK 73069

DESCRIPTION	AMOUNT
*Verbal approval from Nate McNeely to work after hours due to timeline constraints.	
Monday 5/1/23:	
- Lead Mold Investigator: 1 hour x \$130.00/hr	\$ 130.00
- Assistant Mold Investigator: 1 hour x \$99.00/hr	\$ 99.00
- Assistant Water Intrusion Investigator: 1 hour x \$99.00/hr	\$ 99.00
- Testing: base (2 samples)	\$ 500.00
- Additional samples: 3 x \$85.00/sample	\$ 255.00
- Expedited results: 5 samples x \$75.00/sample	\$ 375.00
Materials: N95 masks, gloves	\$ 3.20
Tuesday 5/2/23:	
- Administrative: 1.5 hours x \$95.00/hr	\$ 142.50
Friday 5/5/23:	
- Project Manager: 3.25 hours x \$130.00/hr	\$ 422.50
- Lead Remediation Tech: 8 hours x \$120.00/hr	\$ 960.00
- Remediation Tech #1: 7.75 hours x \$110.00/hr	\$ 852.50
- Remediation Tech #2: 7 hours x \$110.00/hr	\$ 770.00
- Logistics/procurement: 6.25 hours x \$99.00/hr	\$ 618.75
- Administrative: 2.75 hours x \$95.00/hr	\$ 261.25
Dumpster	\$ 550.00
Materials:	\$ 992.04
- (4) duct collars, 10x10 furnace wye, HVAC 90 degree elbows, foil tape, duct	

strap, lay flat ducting, nails, screws, wire mesh, 6 mil plastic, N95 masks, duct tape, green tape, tyvek suits, double-sided tape, red tape, zippers, trash bags

Equipment:

- Air scrubbers: 4 x \$120/day \$ 480.00
- Zip posts: 1 x \$5.00/day \$ 5.00

Saturday 5/6/23:

- Air scrubbers: 4 x \$120/day \$ 480.00
- Zip posts: 1 x \$5.00/day \$ 5.00

Sunday 5/7/23:

- Air scrubbers: 4 x \$120/day \$ 480.00
- Zip posts: 1 x \$5.00/day \$ 5.00

Monday 5/8/23:

- Project Manager/Testing: 5.25 x \$130.00/hr \$ 682.50
- Testing: base (2 samples) \$ 500.00
- Additional samples: 3 x \$85.00/sample \$ 255.00
- Expedited results: 5 samples x \$75.00/sample \$ 375.00
- Lead Remediation Tech: 8 hours x \$120.00/hr \$ 960.00
- Lead Remediation Tech: 1.5 hours x \$215.00/hr (after hours) \$ 322.50
- Remediation Tech #1: 8 hours x \$110.00/hr \$ 880.00
- Remediation Tech #1: 2.5 hours x \$200.00/hr (after hours) \$ 500.00
- Remediation Tech #2: 8 hours x \$110.00/hr \$ 880.00
- Remediation Tech #2: .25 x \$200.00/hr (after hours) \$ 50.00
- Logistics/procurement: 3 hours x \$99.00/hr \$ 297.00
- HEPA vac usage: 1 hour x \$57.00/hr \$ 57.00

Equipment:

- Air scrubbers: 6 x \$120.00/day \$ 720.00
- Zip posts: 1 x \$5.00/day \$ 5.00
- Air duct cleaning machine: per day \$ 300.00
- Antimicrobial treatment: 4 vents \$ 76.00

Materials:

- Zip ties, sandpaper, painters plastic, air scrubber pre filters (stage 1 & 2), tyvek suits, mask gaskets, hard case respirators cartridges, gator guard floor protection, blue tape, duct tape, antimicrobial wipes, gloves, latex coated gloves, trash bags, double sided tape, \$ 1,035.38

ziplock bags, multi tool blades, sticky walk off mats, antimicrobial (liquid), rags

Tuesday 5/9/23:

- Project Manager: 2.75 x \$130.00/hr	\$	357.50
- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00
- Lead Remediation Tech: 4 hours x \$215.00/hr (after hours)	\$	860.00
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #1: 2.75 hours x \$200.00/hr (after hours)	\$	550.00
- Logistics/procurement: 1 hour x \$99.00/hr	\$	99.00

Equipment:

- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Zip posts: 4 x \$5.00/day	\$	20.00
- HEPA vac usage: 2 hour x \$57.00/hr	\$	114.00
- Antimicrobial treatment: 10 vents/returns	\$	190.00
- Dehumidifier: per day	\$	115.00
- Air duct cleaning machine: per day	\$	300.00
Materials:	\$	162.25

- ceiling tiles, tyvek suits, air scrubber filters

Wednesday 5/10/23:

- Lead Mold Investigation/Testing tech: 3 hours x \$130.00/hr	\$	390.00
- Base: 2 samples	\$	500.00
- Additional sample	\$	85.00
- Expedited testing: 3 samples x \$75.00/sample	\$	225.00
- Logistics/procurement: 2.5 hours x \$99.00/hr	\$	247.50
- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00
- Lead Remediation Tech: 2 hours x \$215.00/hr (after hours)	\$	430.00
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #1: 1.25 hours x \$200.00/hr (after hours)	\$	250.00
- Remediation Tech #2: 4.5 hours x \$110.00/hr	\$	495.00
- Remediation Tech #3: 3.25 hours x \$110.00/hr	\$	357.50

Equipment:

- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Extension cords: (3) 25', (2) 50'	\$	35.00
- Zip posts: 4 x \$5.00/day	\$	20.00
- HEPA vac usage: 3.75 hour x \$57.00/hr	\$	213.75

- Antimicrobial treatment: 4 vents	\$	76.
- Dehumidifier: per day	\$	115.00
- Air duct cleaning machine: per day	\$	300.00
Materials:	\$	999.32
- 2 cartons ceiling tiles, air scrubber prefilters, trash bags, 6 mil plastic, tyvek suits, painters tape, antimicrobial wipes, HEPA vac bags, respirator cartridge, liquid antimicrobial, gloves		
Thursday 5/11/23:		
- Lead Remediation Tech: 7.5 hours x \$120.00/hr	\$	900.00
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #1: 2 hours x \$200.00/hr (after hours)	\$	400.00
- Remediation Tech #2: 1.75 hours x \$110.00/hr	\$	192.50
- Logistics/procurement: 3 hours x \$99.00/hr	\$	297.00
Equipment:		
- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Zip posts: 4 x \$5.00/day	\$	20.00
- Dehumidifier: per day	\$	115.00
Friday 5/12/23:		
- Lead Remediation Tech: 8.5 hours x \$120.00/hr	\$	960.00
- Lead Remediation Tech: .75 hours x \$215.00/hr (after hours)	\$	161.25
- Remediation Tech #1: 7 hours x \$110.00/hr	\$	770.00
Equipment:		
- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Zip posts: 4 x \$5.00/day	\$	20.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
- HEPA vac usage: .5 hours x \$57.00/hr	\$	28.50
Materials:	\$	126.58
- Air scrubber prefilters, tyvek suits		
Saturday 5/13/23: (after hours)		
- Lead Remediation Tech: 2 hours x \$215.00/hr	\$	430.00
Equipment:		
- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Zip posts: 4 x \$5.00/day	\$	20.00

- Dehumidifier: 2 x \$115.00/per day	\$	230.	Item 5.
Materials:	\$	293.84	
- Air scrubber prefilters, tyvek suits, polyhangers, foil tape			
Sunday 5/14/23: (after hours)			
- Lead Remediation Tech: 1.5 hours x \$215.00/hr	\$	322.50	
Equipment:			
- Air scrubbers: 6 x \$120.00/day	\$	720.00	
- Zip posts: 4 x \$5.00/day	\$	20.00	
- Dehumidifier: 2 x \$115.00/per day	\$	230.00	
Monday 5/15/23:			
- Lead Remediation Tech: 1.75 hours x \$120.00/hr	\$	210.00	
- Remediation Tech: 7.75 hours x \$110.00/hr	\$	852.50	
Equipment:			
- Air scrubbers: 6 x \$120.00/day	\$	720.00	
- Zip posts: 4 x \$5.00/day	\$	20.00	
- Dehumidifier: 2 x \$115.00/per day	\$	230.00	
Materials:			
- Tyvek suits, air scrubber filters, duct tape	\$	177.22	
Tuesday 5/16/23:			
- Lead Remediation Tech: 5 hours x \$120.00/hr	\$	600.00	
Equipment:			
- Air scrubbers: 6 x \$120.00/day	\$	720.00	
- Zip posts: 4 x \$5.00/day	\$	20.00	
- Dehumidifier: 2 x \$115.00/per day	\$	230.00	
Materials:			
- Tyvek suits, respirator cartridge, antimicrobial wipes	\$	92.80	
Wednesday 5/17/23:			
- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00	
- Lead Remediation Tech: 1.5 hours x \$215.00/hr (after hours)	\$	322.50	
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00	
- Remediation Tech #1: 1 hours x \$200.00/hr (after hours)	\$	200.00	
- Remediation Tech #2: 5.25 hours x \$110.00/hr	\$	577.50	

- Remediation Tech #3: 3.75 hours x \$110.00/hr	\$	412.50
Equipment:		
- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Zip posts: 4 x \$5.00/day	\$	20.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
- HEPA vac usage: 1 hour x \$57.00/hr	\$	57.00
- Extension cords: (2) 25', (1) 50'	\$	20.00
Materials:	\$	523.01
- Tyvek suits, air scrubber filters, respirator mask, respirator cartridges, nitrile gloves, trash bags, duct tape, shop vacuum dust bags, HEPA vacuum filter bags, wood sanding blocks, shoe handle wire brush, sandpaper pack, steel wool		
Thursday 5/18/23:		
- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00
- Lead Remediation Tech: .75 hours x \$215.00/hr (after hours)	\$	161.25
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #1: 1.5 hours x \$200.00/hr (after hours)	\$	300.00
- Remediation Tech #2: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #2: 1 hours x \$200.00/hr (after hours)	\$	200.00
- Remediation Tech #3: 5.5 hours x \$110.00/hr	\$	605.00
- Remediation Tech #4: 3.75 hours x \$110.00/hr	\$	412.50
Equipment:		
- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Zip posts: 4 x \$5.00/day	\$	20.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
- HEPA vac usage: 1 hour x \$57.00/hr	\$	57.00
Materials:	\$	492.07
- Tyvek suits, air scrubber filters, respirator cartridges, nitrile gloves, duct tape, double sided duct tape, 6 mil plastic, antimicrobial wipes		
Friday 5/19/23:		
- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00
- Lead Remediation Tech: 1.75 hours x \$215.00/hr (after hours)	\$	376.25
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #1: 1.25 hours x \$200.00/hr (after hours)	\$	250.00
- Remediation Tech #2: 6 hours x \$110.00/hr	\$	660.00

- Remediation Tech #3: 3.75 hours x \$110.00/hr	\$	412.50
- Remediation Tech #4: 3.5 hours x \$110.00/hr	\$	385.00
Equipment:		
- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Zip posts: 4 x \$5.00/day	\$	20.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
- HEPA vac usage: 1.25 hour x \$57.00/hr	\$	71.25
Materials:	\$	206.56
Tyvek suits, air scrubber filters, respirator cartridges, Ziploc bags		
Saturday 5/20/23: (after hours)		
- Lead Remediation Tech: 1.25 hours x \$215.00/hr	\$	268.75
Equipment:		
- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Zip posts: 4 x \$5.00/day	\$	20.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
Materials:	\$	100.88
Tyvek suits, air scrubber filters		
Sunday 5/21/23: (after hours)		
- Lead Remediation Tech: 1.25 hours x \$215.00/hr	\$	268.75
Equipment:		
- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Zip posts: 4 x \$5.00/day	\$	20.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
Materials:	\$	100.88
Tyvek suits, air scrubber filters		
Monday 5/22/23:		
- Project Manager: 1 hour x \$130.00/hr	\$	130.00
- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00
- Lead Remediation Tech: 1.75 hours x \$215.00/hr (after hours)	\$	376.25
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #1: 3.75 hours x \$200.00/hr (after hours)	\$	750.00
- Remediation Tech #2: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #2: 2.25 hours x \$200.00/hr (after hours)	\$	450.00

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- Remediation Tech #3: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #3: 2 hours x \$200.00/hr (after hours)	\$	400.00
- Remediation Tech #4: 4 hours x \$110.00/hr	\$	440.00
- Logistics/procurement: 1 hour x \$99.00/hr	\$	99.00

Equipment:

- Air scrubbers: 6 x \$120.00/day	\$	720.00
- Zip posts: 4 x \$5.00/day	\$	20.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
- HEPA vac usage: 7.5 hours x \$57.00/hr	\$	427.50

Materials:

Tyvek suits, air scrubber filters, respirator mask, respirator cartridges, walk off mats, antimicrobial, duct tape, double sided tape, zippers, 6 mil plastic	\$	836.49
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Tuesday 5/23/23:

- Project Manager: 1 hour x \$130.00/hr	\$	130.00
- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00
- Lead Remediation Tech: 1.75 hours x \$215.00/hr (after hours)	\$	376.25
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #1: 4 hours x \$200.00/hr (after hours)	\$	800.00
- Remediation Tech #2: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #2: 3.5 hours x \$200.00/hr (after hours)	\$	700.00
- Remediation Tech #3: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #3: 2.75 hours x \$200.00/hr (after hours)	\$	550.00
- Remediation Tech #4: 4 hours x \$110.00/hr	\$	440.00

Equipment:

- Air scrubbers: 8 x \$120.00/day	\$	960.00
- Zip posts: 12 x \$5.00/day	\$	60.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
- HEPA vac usage: 6.5 hours x \$57.00/hr	\$	370.00

Materials:

Tyvek suits, air scrubber filters, antimicrobial, HEPA vacuum filter bags, respirator filters, duct tape, trash bags, SharkBite caps	\$	465.49
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Wednesday 5/24/23:

- Project Manager: 1 hour x \$130.00/hr	\$	130.00
- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00

- Lead Remediation Tech: 2.5 hours x \$215.00/hr (after hours)	\$	537.
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #1: 3.75 hours x \$200.00/hr (after hours)	\$	750.00
- Remediation Tech #2: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #2: 3.75 hours x \$200.00/hr (after hours)	\$	750.00
- Remediation Tech #3: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #3: 3 hours x \$200.00/hr (after hours)	\$	600.00
- Remediation Tech #4: 3.25 hours x \$110.00/hr	\$	357.50
- Logistics/procurement: 1 hour x \$99.00/hr	\$	99.00

Equipment:

- Air scrubbers: 8 x \$120.00/day	\$	960.00
- Zip posts: 12 x \$5.00/day	\$	60.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
- HEPA vac usage: 8.75 hours x \$57.00/hr	\$	498.75
- Extension cords: (3) 25', (1) 50'	\$	25.00

Materials:

Tyvek suits, air scrubber filters, nitrile gloves, antimicrobial	\$	404.72
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Thursday 5/25/23:

- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00
- Lead Remediation Tech: 3 hours x \$215.00/hr (after hours)	\$	645.00
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #1: 3.5 hours x \$200.00/hr (after hours)	\$	700.00
- Remediation Tech #2: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #2: 3.5 hours x \$200.00/hr (after hours)	\$	700.00
- Remediation Tech #3: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #3: 2.25 hours x \$200.00/hr (after hours)	\$	450.00

Equipment:

- Air scrubbers: 8 x \$120.00/day	\$	960.00
- Zip posts: 12 x \$5.00/day	\$	60.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
- HEPA vac usage: 1 hours x \$57.00/hr	\$	57.00
- Air duct cleaning machine: \$300.00/day	\$	300.00

Materials:

Tyvek suits, air scrubber filters, respirator mask, nitrile gloves	\$	415.51
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Friday 5/26/23:

- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00
- Lead Remediation Tech: 3 hours x \$215.00/hr (after hours)	\$	645.00
- Remediation Tech #1: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #1: 4 hours x \$200.00/hr (after hours)	\$	800.00
- Remediation Tech #2: 8 hours x \$110.00/hr	\$	880.00
- Remediation Tech #2: 3.75 hours x \$200.00/hr (after hours)	\$	750.00
- Remediation Tech #3: 7.75 hours x \$110.00/hr	\$	852.50
- Remediation Tech #4: 4.25 hours x \$110.00/hr	\$	467.50
- Logistics/procurement: 1 hour x \$99.00/hr	\$	99.00

Equipment:

- Air scrubbers: 8 x \$120.00/day	\$	960.00
- Zip posts: 10 x \$5.00/day	\$	50.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
- HEPA vac usage: 10.5 hours x \$57.00/hr	\$	598.50
- Air duct cleaning machine: \$300.00/day	\$	300.00

Materials:

Tyvek suits, air scrubber filters, duct tape, double sided tape, nitrile gloves, trash bags, respirator filters, rags, antimicrobial, cone with insulation

	\$	904.60
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Saturday 5/27/23: (after hours)

- Lead Remediation Tech: 4.75 hours x \$215.00/hr (after hours)	\$	1,021.25
- Remediation Tech #1: 9.25 hours x \$200.00/hr (after hours)	\$	1,850.00
- Remediation Tech #2: 4.75 hours x \$200.00/hr (after hours)	\$	950.00
- Remediation Tech #3: 4.5 hours x \$200.00/hr (after hours)	\$	900.00
- Remediation Tech #4: 4 hours x \$200.00/hr (after hours)	\$	800.00
- Remediation Tech #5: 1.5 hours x \$200.00/hr (after hours)	\$	300.00

Equipment:

- Air scrubbers: 8 x \$120.00/day	\$	960.00
- Zip posts: 10 x \$5.00/day	\$	50.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
- HEPA vac usage: 1.5 hours x \$57.00/hr	\$	85.50

Sunday 5/28/23: (after hours)

- Lead Remediation Tech: 1 hours x \$215.00/hr (after hours)	\$	215.00
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Equipment:

		Item 5.
- Air scrubbers: 8 x \$120.00/day	\$	960.00
- Zip posts: 10 x \$5.00/day	\$	50.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
Materials: 5/27/23 - 5/28/23	\$	519.96
Tyvek suits, air scrubber filters, trash bags, duct tape, antimicrobial, antimicrobial wipes, nitrile gloves, respirator filter		
Monday 5/29/23:		
- Lead Remediation Tech: 1 hours x \$120.00/hr	\$	120.00
Equipment:		
- Air scrubbers: 8 x \$120.00/day	\$	960.00
- Zip posts: 10 x \$5.00/day	\$	50.00
- Dehumidifier: 2 x \$115.00/per day	\$	230.00
Materials:	\$	68.91
Air scrubber filters		
Tuesday 5/30/23:		
- Project Manager: 1.5 hours x \$130.00/hr	\$	195.00
- Testing Technician: 1 hour x \$130.00/hr	\$	130.00
- Base testing: 2 samples	\$	500.00
- Additional sample	\$	85.00
- Expedited results: 3 x \$75.00/sample	\$	225.00
- Lead Remediation Tech: 1 hour x \$120.00/hr	\$	120.00
- Remediation Tech: 1 hour x \$110.00/hr	\$	110.00
- Admin: 2.25 hours x \$95.00/hr	\$	213.75
Equipment:		
- Zip posts: 10 x \$5.00/day	\$	50.00
Materials:	\$	45.68
Tyvek suit, nitrile gloves, respirator cartridge		
Wednesday 5/31/23:		
- Lead Remediation Tech: 2.25 hour x \$120.00/hr	\$	270.00
- Remediation Tech: 1.25 hour x \$110.00/hr	\$	137.50
- Construction Tech #1: 4.75 hours x \$99.00/hr	\$	470.25
- Construction Tech #2: 3.75 hours x \$99.00/hr	\$	371.25
- Admin: 3.25 hours x \$95.00/hr	\$	308.75

- Logistics/procurement: 2.75 hours x \$99.00/hr	\$	272.25
- Decontamination Fee: 1 hour x \$97.50/hr	\$	97.50

Equipment:

- Air scrubbers: 2 x \$120.00/day	\$	240.00
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Materials:

Tyvek suit, zipper, double sided tape, duct tape, nitrile gloves, ceiling tile replacements	\$	687.73
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Thursday 6/1/23:

- Project Manager: 1.75 hours x \$130.00/hr	\$	227.50
- Lead Remediation Tech: 8 hours x \$120.00/hr	\$	960.00
- Lead Remediation Tech: 1.75 hours x \$215.00/hr (after hours)	\$	376.25
- Remediation Tech #1: 5.5 hours x \$110.00/hr	\$	605.00
- Remediation Tech #2: 5.5 hours x \$110.00/hr	\$	522.50
- Logistics/procurement: 8.75 hours x \$99.00/hr	\$	866.25
- Admin: 1 hour x \$95.00	\$	95.00

Equipment:

- HEPA vac usage: 1.25 hours x \$57.00/hr	\$	71.25
- Air scrubbers: 2 x \$120.00/day	\$	240.00

Materials:

Tyvek suits, air scrubber filters, respirator cartridge, trash bags, plastic, duct tape, double sided tape, drywall tape, antimicrobial, antimicrobial wipes, nitrile gloves, insulation, solar seal, caulking, wallboard, lacquer,	\$	1,046.31
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Friday 6/2/23:

- Project Manager: 1.5 hours x \$130.00/hr	\$	195.00
- Lead Remediation Tech: 1.5 hour x \$120.00/hr	\$	180.00
- Construction Tech #1: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech #1: 1.5 hours x \$175.00/hr	\$	262.50
- Construction Tech #2: 7 hours x \$99.00/hr	\$	693.00
- Construction Tech #3: 3 hours x \$99.00/hr	\$	297.00
- Construction Tech #4: 2.25 hours x \$99.00/hr	\$	222.75

Equipment:

- Air scrubbers: 2 x \$120.00/day	\$	240.00
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Materials:

Respirator filter, limestone sealant, plywood, staples, sink stopper	\$	54.82
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Saturday 6/3/23: (after hours)		
- Lead Remediation Tech: 1 hour x \$215.00/hr (after hours)	\$	215.00
Equipment:		
- Air scrubbers: 2 x \$120.00/day	\$	240.00
Materials:	\$	14.34
Tyvek suits		
Monday 6/5/23:		
- Project Manager: 1.25 hours x \$130.00/hr	\$	162.50
- Testing Tech: 1 hour x \$130.00/hr	\$	130.00
- Base testing: 2 samples	\$	500.00
- Expedited results: 2 x \$75.00/sample	\$	150.00
- Lead Remediation Tech: 1 hour x \$120.00/hr	\$	120.00
- Construction Tech #1: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech #1: 2.25 hours x \$175.00/hr	\$	393.75
- Logistics/procurement: 1 hour x \$99.00/hr	\$	99.00
Materials:	\$	157.64
Tyvek suit, nitrile gloves, respirator filter, weatherstripping, corner beading, white board, drywall tape, drywall knife blades, trash bags		
Tuesday 6/6/23:		
- Project manager: 1 hour x \$130.00/hr	\$	130.00
- Logistics/procurement: 1.25 hours x \$99/hr	\$	123.75
Materials:	\$	1,035.12
Sealants, pack of orange tips, black mix kits, mud, sanding sponges, hawk		
Wednesday 6/7/23:		
- Construction Tech: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech: 2.5 hours x \$175.00/hr (after hours)	\$	437.50
Materials:	\$	698.62
Paint and sheetrock		
Thursday 6/8/23:		
- Project Manager: 1 hour x \$130.00/hr	\$	130.00
- Construction Tech #1: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech #1: 2 hours x \$175.00/hr (after hours)	\$	350.00

- Construction Tech #2: 5.75 hours x \$99.00/hr	\$	569.25
- Construction Tech #3: 5.75 hours x \$99.00/hr	\$	569.25
- Construction Tech #4: 5.75 hours x \$99.00/hr	\$	569.25
- Construction Tech #5: 5.5 hours x \$99.00/hr	\$	544.50
- Logistics/procurement: 4.5 hours x \$99.00/hr	\$	445.50
- Admin: 5 hours x \$95.00/hr	\$	475.00
Friday 6/9/23:		
- Project Manager: 1 hour x \$130.00/hr	\$	130.00
- Construction Tech: 5 hours x \$99.00/hr	\$	495.00
Monday 6/12/23:		
- Construction Tech #1: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech #1: 2 hours x \$175.00/hr (after hours)	\$	350.00
Materials:	\$	13.65
Mud		
Tuesday 6/13/23:		
- Project Manager: 1.5 hour x \$130.00/hr	\$	195.00
- Construction Tech: 8 hours x \$99.00/hr	\$	792.00
- Admin" 1.25 hours x \$95.00/hr	\$	118.75
Wednesday 6/14/23:		
- Project Manager: 1 hour x \$130.00/hr	\$	130.00
- Construction Tech #1: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech #1: 2 hours x \$175.00/hr (after hours)	\$	350.00
- Construction Tech #2: 2.5 hours x \$99.00/hr	\$	247.50
- Construction Tech #3: 2.5 hours x \$99.00/hr	\$	247.50
- Admin" 1.25 hours x \$95.00/hr	\$	118.75
Materials:	\$	224.10
Velvet rollers, primer, finish, weather sealing,		
Thursday 6/15/23:		
- Project Manager: 1 hour x \$130.00/hr	\$	130.00
- Construction Tech #1: 3 hours x \$99.00/hr	\$	297.00
- Construction Tech #2: 1.5 hours x \$99.00/hr	\$	148.50

Friday 6/16/23:

- Construction Tech #1: 1.5 hours x \$99.00/hr	\$	148.50
- Construction Tech #2: 1 hour x \$99.00/hr	\$	99.00
- Construction Tech #3: 1 hour x \$99.00/hr	\$	99.00
- Construction Tech #4: 1 hour x \$99.00/hr	\$	99.00

Monday 6/19/23:

- Construction Tech: 4.5 hours x \$99.00/hr	\$	445.50
- Admin: 1 hour x \$95.00/hr	\$	95.00

Materials:

Sealant

\$ 152.71

Tuesday 6/20/23:

- Construction Tech: 1 hour x \$99.00/hr	\$	99.00
- Admin: 1 hour x \$95.00/hr	\$	95.00

Wednesday 6/21/23:

- Logistics/procurement: 1 hour x \$99.00/hr	\$	99.00
- Admin: 1 hour x \$95.00/hr	\$	95.00

Materials:

Cove base & adhesive

\$ 275.96

Thursday 6/22/23:

- Admin: 1 hour x \$95.00/hr	\$	95.00
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Friday 6/23/23:

- Construction Tech #1: 3.25 hour x \$99.00/hr	\$	321.75
- Construction Tech #2: 1.75 hour x \$99.00/hr	\$	173.25
- Construction Tech #3: 1 hour x \$99.00/hr	\$	99.00
- Admin: 1 hour x \$95.00/hr	\$	95.00

Monday 6/26/23:

- Project Manager: 1.75 hours x \$130.00/hr	\$	227.50
- Testing Tech: 1.75 hours x \$130.00/hr	\$	227.50
- Base price: 2 samples	\$	500.00

- Construction Tech #1: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech #1: 2 hours x \$175.00/hr (after hours)	\$	350.00
- Construction Tech #2: 6 hours x \$99.00/hr	\$	594.00
- Construction Tech #3: 2.5 hours x \$99.00/hr	\$	247.50
- Construction Tech #4: 1.25 hours x \$99.00/hr	\$	123.75
- Construction Tech #5: 1.25 hours x \$99.00/hr	\$	123.75
- Logistics/procurement: 1.5 hours x \$99.00/hr	\$	148.50
Materials:	\$	433.41
Cove base, carpet, carpet glue, paint, & shop vac bag		
Tuesday 6/27/23:		
- Project Manager: 1 hour x \$130.00/hr	\$	130.00
- Remediation Tech #1: 4.25 hours x \$110.00	\$	467.50
- Remediation Tech #1: 4 hours x \$110.00	\$	440.00
- Construction Tech: 7.75 hours x \$99.00	\$	767.25
Equipment:		
- Air scrubbers: 2 x \$120.00/hr	\$	240.00
Materials:	\$	341.59
Zipper, Duct tape, Double sided tape, multitool blade, plastic, trash bags, respirator cartridges, antimicrobial, Tyvek suits, nitrile gloves, rags, & air scrubber filters		
Wednesday 6/28/23:		
- Remediation Tech: 1 hour x \$110.00/hr	\$	110.00
Equipment:		
- Air scrubbers: 2 x \$120.00/hr	\$	240.00
Materials:	\$	33.39
Tyvek suit & air scrubber filters		
Thursday 6/29/23:		
Equipment:		
- Air scrubbers: 2 x \$120.00/hr	\$	240.00
Materials:	\$	33.39
Tyvek suit & air scrubber filters		
Friday 6/30/23:		
- Testing Tech: 1.75 hours x \$130.00/hr	\$	227.50

		Item 5.
- Base Testing price	\$	500.
- Expedited results: 2 x \$75.00/sample	\$	150.00
- Remediation Tech: 1.5 hours x \$110.00/hr	\$	165.00
Saturday 7/1/23: (after hours)		
- Construction Tech #1: 12.25 hours x \$175.00/hr	\$	2,143.75
- Construction Tech #2: 9.25 hours x \$175.00/hr	\$	1,618.75
Materials:	\$	228.29
Countertop, copper pipe, shut off valve, & shark bite coupler		
Sunday 7/2/23: (after hours)		
- Construction Tech #1: 6.5 hours x \$175.00/hr	\$	1,137.50
- Construction Tech #2: 5.5 hours x \$175.00/hr	\$	962.50
Monday 7/3/23:		
- Construction Tech #1: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech #1: 4.5 hours x \$175.00/hr (after hours)	\$	787.50
- Construction Tech #2: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech #2: 3.75 hours x \$175.00/hr (after hours)	\$	656.25
- Construction Tech #3: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech #3: 3.75 hours x \$175.00/hr (after hours)	\$	656.25
- Construction Tech #4: 8 hours x \$99.00/hr	\$	792.00
- Construction Tech #4: 2 hours x \$175.00/hr (after hours)	\$	350.00
- Construction Tech #5: 6.5 hours x \$99.00/hr	\$	643.50
- Construction Tech #6: 2.75 hours x \$99.00/hr	\$	272.25
- Logistics/procurement: 1 hour x \$99.00/hr	\$	99.00
Materials:	\$	378.13
Glass frame panel, straight stop, screen cleaner, wall base, primer, spacers, utility, deco plate, grid, microfiber rollers, paint, & carpet		
Tuesday 7/4/23:		
- Construction Tech #1: 7 hours x \$99.00/hr	\$	693.00
- Construction Tech #2: 5.25 hours x \$99.00/hr	\$	519.75
- Construction Tech #3: 1 hour x \$99.00/hr	\$	99.00
Materials:	\$	152.27
Shelf support, outlet shim, mounting tape, paint, brass picture hanging kit, washers,		

p-trap kit, paint & primer

Wednesday 7/5/23:

- Construction Tech: 3.5 hours x \$99.00/hr

Materials:

Super glue, Schluter trim, mounting tape, & plate hanger

Dumpster:

5/23/2023

5/31/2023

7/3/2023

Conex: 20'

Conex: 40'

Portable Restroom

HVAC cleaning

Commercial gutter extensions

Returned supplies credit:

Carpet, gloves, duct tape, double sided tape, tyvek suits, antimicrobial wipes, 6 mil plastic, air scrubber prefilters, rags, trash bags, P100 filters, zip ties, zipper

Sub-total

10% Overhead

10% Profit

***Payments are due by Friday at 5:00pm**

Please make check out to:

Cavins Construction Group

	\$	346.50
	\$	63.73
	\$	550.00
	\$	550.00
	\$	550.00
	\$	775.00
	\$	850.00
	\$	438.47
	\$	1,561.00
	\$	1,203.78
	\$	(818.77)
	\$	175,067.57
	\$	17,506.76
	\$	17,506.75



Cavins Construction Group...
@CavinsConstructionGroup



venmo

Item 5.

This price is for cash, check, or Venmo payments only. If payment is via credit card, there will be an increase in price.

TOTAL	\$	210,081.08
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Make all checks payable to Cavins Construction Group

Payment due upon receipt of invoice, a 2% fee will be charged if payment is not received by Friday at 5:00pm.

THANK YOU FOR YOUR BUSINESS!

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-45: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE PIONEER LIBRARY SYSTEM FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2024.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/08/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-45: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE PIONEER LIBRARY SYSTEM FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2024.

BACKGROUND:

Norman first became a member of the library system operated by Pioneer in 1958. In 1960, Oklahoma voters approved a Constitutional provision that allowed for ad valorem tax levies to provide funds for the purpose of establishing and maintaining or aiding in establishing and maintaining cooperative county libraries and joint city-county libraries. Provisions related to the operation of public libraries were adopted thereafter. Pioneer Library System ("PLS") was established pursuant to this authority, and after a two-mill library levy was adopted by the voters, PLS contracted with the City in 1962 to create a cooperative library system. PLS initially provided services in Cleveland and McClain counties, but it has since expanded into Pottawatomie County as well.

Since 1962, the City has provided PLS with library facilities in Norman, utilities and janitor services, and maintenance. The initial contract was extended automatically for successive one-year periods. Subsequent agreements addressed the growth in the library system. A 2012 agreement (K-1112-120) addressed the acquisition of the building now known as Norman West on 300 Center Court. Another agreement in 2012 (K-1213-48) addressed the acquisition and use of a 24-hour library service machine located at Irving Middle School. Finally, a 2016 agreement (K-1516-97) formally acknowledged the planned additions of the new Norman Central Library, across from Andrews Park and Norman East, next to Fire Station 9.

DISCUSSION:

Contract K-2324-45 sets forth the obligations of PLS and of the City. PLS provides materials, programming, and trained staff at each library location in Norman, including the 24-hour service machine at Irving Middle School. PLS owns and maintains all materials and equipment it purchases. PLS must make a good faith effort to minimize all operation and maintenance costs and provide timely notice to the City of any damages to real and personal property and needed

repairs. Additionally, PLS will be responsible for ongoing landscaping maintenance as identified in Exhibit A.

The City appoints at least one member to the Pioneer Board of Trustees as provided in Title 65. The City provides the buildings in good condition and continues to be responsible for the monthly utilities and maintenance of those buildings. Capital improvements are at the discretion of the City. The City has the right to conduct non-profit events or meetings of its choosing at any of the Norman libraries, provided there is not a scheduling conflict.

PLS can sublease any portion of its premises, provided it does not exceed 25%, and the premises continue to be used primarily for library and educational related purposes. PLS desires to work with the City to use lease revenues to fund furniture replacement as the need arises.

This contract will be effective July 1, 2023, to ensure we are on an annual approval schedule that ties into the fiscal year.

RECOMMENDATION:

Staff recommends approval of Contract K-2324-45.

**AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE
2023-2024**

This Agreement is made and entered into this _____ day of _____, 2023 by and between the Pioneer Library System ("Pioneer") and the City of Norman (the "City") to set forth all rights and obligations of the parties with respect to the Norman Public Library.

WITNESSETH:

WHEREAS, Pioneer is a multi-county library system organized under 65 O.S § 4.101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

WHEREAS, Norman has been a member of the library system operated by Pioneer since 1958; and

WHEREAS, Norman is located within Cleveland County (the "County") and the voters of the County have approved ad valorem mileage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

WHEREAS, the City owns real property located at 103 W Acres Street, and 3051 Alameda Street, Norman, Oklahoma, upon which the Norman Public Library Central and Norman Public Library East are located, and Pioneer owns real property located at 300 Center Court Drive, Norman, Oklahoma, of which the City leases a portion to provide facilities for the Norman Public Library West under an agreement effective March 30, 2012 (Norman K-1112-120) (collectively, the three sites are referred to herein as the "Library Facilities").

WHEREAS, Pioneer has agreed to provide all services necessary to operate the Norman Public Libraries in conformance with the standards promulgated by the Oklahoma Department of Libraries at the Library Facilities and to provide a limited collection of digital material at 125 Vicksburg Ave, Norman, OK (Norman K-1213-48) (the "Vicksburg Location"); and

WHEREAS, the City will include estimated appropriations within its 2023-2024 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

WHEREAS, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services at the Library Facilities and the Vicksburg Location.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

A. **Pioneer Library System's Obligations.** Pioneer shall:

1. Provide a collection of materials and programming services at the Library Facilities. In addition, Pioneer will provide limited services at a 24-Hour Library Service Machine located at the Vicksburg Location.
2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Norman. Further, Pioneer staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its discretion, employ and hire such staff as it deems advisable for the operation of the Norman Public Libraries. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Norman Public Libraries in accordance with the applicable law of the State of Oklahoma.
3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.
4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats. The collection will include materials for customers of all ages, including children, teens, and adults.
5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability and community need.
6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Norman Public Libraries, and the other branch libraries within the Pioneer Library System and libraries outside the Pioneer Library System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.
7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer services, and other library and community services.
8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.
9. Establish hours of operation at the Norman Public Libraries in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.
10. Pioneer shall own, and maintain where needed, all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Property of Pioneer shall comply with State and

Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.

12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.

13. Provide to the City of Norman's security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs security guards, Pioneer shall pay for that service and pay the costs of operating the closed-circuit TV (video surveillance system) at no cost to the City.

14. Make a good faith effort to minimize all operation and any maintenance costs to be paid for by the City.

15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.

16. Pioneer shall provide needed maintenance and upkeep for all landscaping, lawns and other plants on Library Facilities at the Norman Public Library Central and the Norman Public Library East, as identified in Exhibit A.

17. Pioneer shall provide needed trash removal for the library grounds by keeping the grounds free of trash and litter.

18. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The City of Norman's Obligations.

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.

2. The City shall provide suitable buildings in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting and climate control needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for

security of the facility and customers. Access to the Building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time.

3. The City shall be responsible for the monthly utilities and maintenance associated with the buildings as outlined below, with the exception of the Norman Public Library West branch. Maintenance and operations consist of maintaining the interior and exterior of the buildings, the furnishings which are owned by the City and located inside and outside of the buildings, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

- a. Telephone services including a listing in the local phone directory, but excluding long distance calls
- b. City cable by franchise agreement
- c. Electric service
- d. Custodial services, including implementation of cleaning protocols recommended by the floor covering manufacturers
- e. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
- f. Electronic security system and monthly monitoring
- g. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4. The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: Building and contents policy. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by "Tenant Misuse". The term "Tenant Misuse" will not include ordinary wear and tear on the Library Facilities, but will mean any act that causes damages to the Library Facilities or any part thereof and that arises out of uses of the Library Facilities not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6. The City reserves the right to conduct non-profit events or meetings of its choosing on the Library Facilities during each year and every year of the term hereof. The City shall consult with Pioneer as to

the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City's request for use. The City's use of the Library Facilities shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the Library Facilities. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

C. Mutual Agreement

The parties to this Agreement understand and agree that the Norman Public Libraries and all furniture, fixtures and equipment purchased by the City shall be owned exclusively by the City.

D. Use of Premises for Purpose Stated

Pioneer covenants that during the term, the facilities owned and leased by the City shall be used primarily for library and educational related purposes as stated above.

E. Redecoration and Remodeling

Pioneer will have the right and privilege, subject to prior written approval of the City, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the Library Facilities from time-to-time as it will see fit.

F. Non-Discrimination

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Library Facilities so as not to discriminate against any employee, applicant for employment, or user of public services provided by Pioneer on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

G. Assignment

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. Pioneer may sublease any portion of the Library Facilities, provided any such sublease space does not exceed 25% of the premises, subject to the provisions herein. Pioneer will earmark sublease revenue to supplement the City's responsibility for maintaining furnishing needs at the Library Facilities.

H. Destruction of Premises

In the event any of the City-owned properties should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds,

or within such longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event any of the City-owned properties should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of sufficient insurance proceeds for such purposes, may, in its complete discretion, build, rebuild or replace the premises.

I. **Force Majeure**

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

J. **Term**

The term of this agreement shall be July 1, 2023, through June 30, 2024, and shall be renewable annually upon the written consent of both parties.

K. **Termination for Default**

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

L. **Termination**

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

M. **Redelivery of Premises**

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the real property owned by the City in good condition, with the exception of usual wear and tear.

N. Whole Agreement and Amendments

This written Agreement between the City and Pioneer constitute the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

O. Entire Agreement

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors and interests, with the exception of the parties' lease agreement relating to the Norman Public Library West (Norman K-1112-120), the memorandum of understanding dated February 9, 2016 (Norman K-1516-97) and the agreement relating to the Vicksburg Location (Norman K-1213-48).

P. Non-Waiver

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

Q. Severability

If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

R. Notices

For the purpose of notice given under this Agreement, the parties may be notified as follows:

City: City of Norman
 Attention: Darrel Pyle, City Manager
 201 West Gray
 Norman, Oklahoma 73069
 Telephone: (405)366-5402
 Facsimile: (405)366-5489
 Email: city.manager@normanok.gov

Pioneer: Pioneer Library System
Attention: Lisa Wells, Executive Director
300 Norman Center Court
Norman, OK 73072
Telephone: (405)801-4502
Facsimile: (405)801-4516
Email: lwells@pioneerlibrarysystem.org

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

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IN WITNESS WHEREOF, Pioneer Library System and the City of Norman have executed and entered into this Agreement as of the day and year first written above.

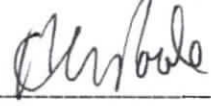
ATTEST:

CITY OF NORMAN:

CITY CLERK

MAYOR

REVIEWED AS TO FORM AND LEGALITY:



CITY ATTORNEY

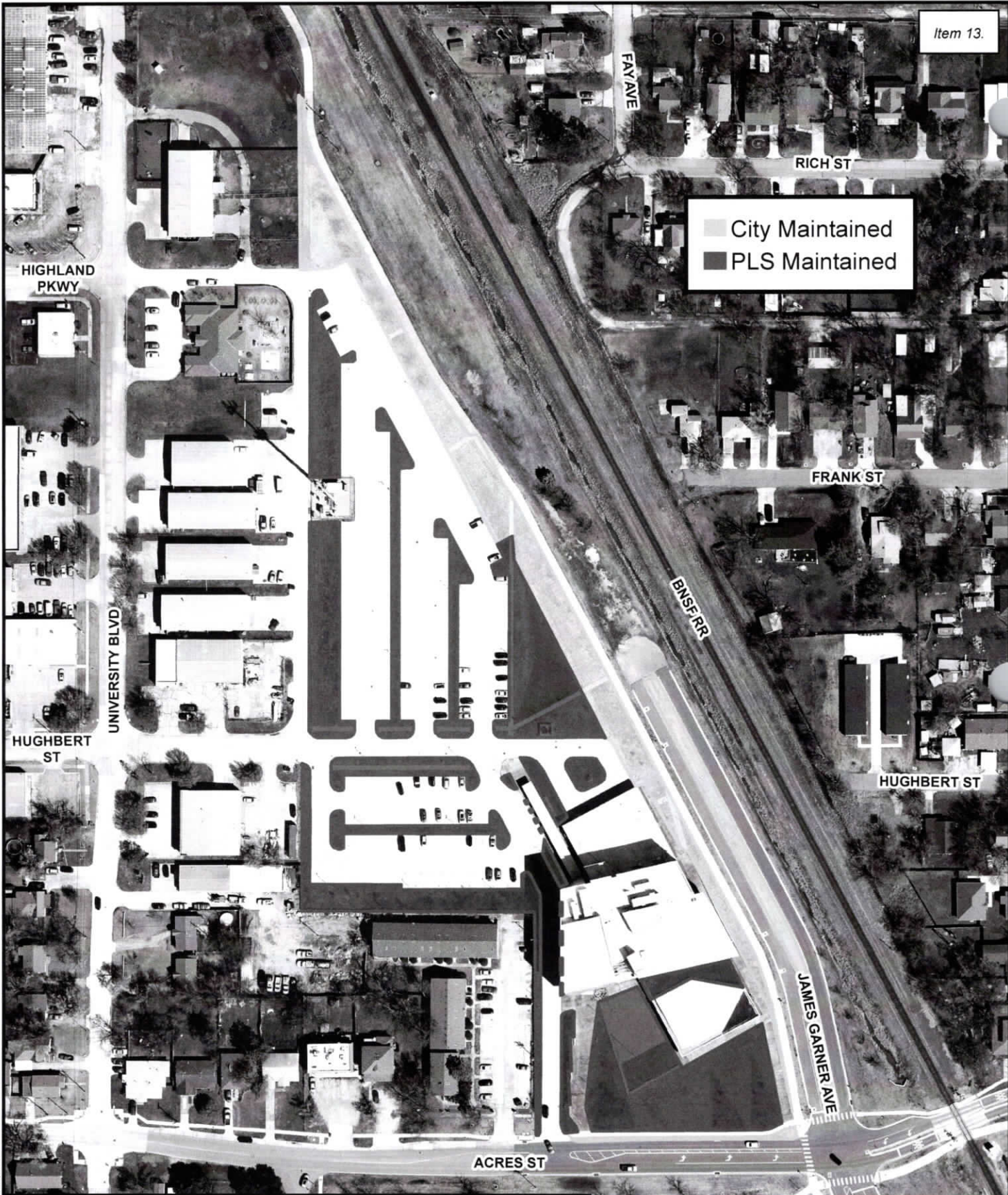
PIONEER LIBRARY SYSTEM

CHAIR, BOARD OF TRUSTEES

ATTEST:

CORPORATE SECRETARY

City Maintained
 PLS Maintained



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Norman Central Library

July 25, 2023

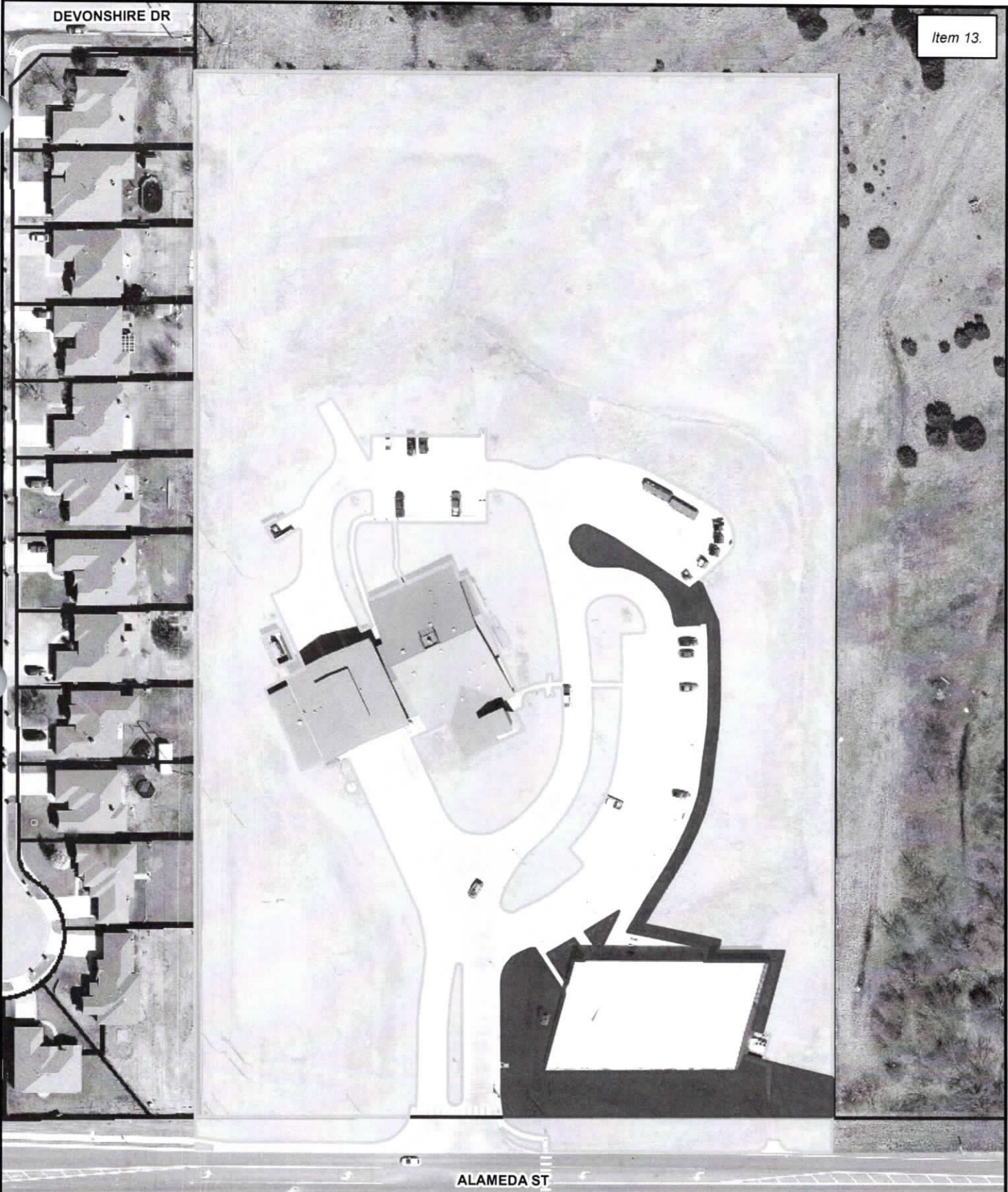
Map Produced by the City of Norman
 Geographic Information System
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.

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Item 13.

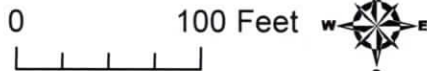


ALAMEDA ST

Norman East Library

August 4, 2023

Map Produced by the City of Norman
 Geographic Information System
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



- City Maintained
- PLS Maintained

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File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-47: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CAN DO, L.L.C., IN THE AMOUNT OF \$187,000, MAINTENANCE BOND MB-2324-14, PERFORMANCE BOND B-2324-24; AND STATUTORY BOND B-2324-25 FOR THE SUTTON WILDERNESS PARK TRAIL UPGRADE & PARKING LOT ADDITION PROJECT, AND RESOLUTION R-2324-27 GRANTING TAX-EXEMPT STATUS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/8/2023

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-47; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CAN DO, L.L.C., IN THE AMOUNT OF \$187,000, MAINTENANCE BOND MB-2324-14, PERFORMANCE BOND B-2324-24; AND STATUTORY BOND B-2324-25 FOR THE SUTTON WILDERNESS PARK TRAIL UPGRADE & PARKING LOT ADDITION PROJECT, AND RESOLUTION R-2324-27 GRANTING TAX-EXEMPT STATUS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

To improve George M. Sutton Urban Wilderness Community Park, Park Development staff applied for a Recreational Trails Grant from the Oklahoma Tourism and Recreation Department (OTRD) in January 2020. The request was for \$111,200, matched by \$27,800 in funds from the City of Norman to implement an estimated \$139,000 of development in the park, following the 80/20-Match formula for this grant program.

The work described in the grant was planned with help from the Sutton Urban Wilderness Advisory Committee. The project will include the construction of a 12-car parking lot expansion at the trailhead parking off 12th Avenue NE, which will provide much-needed additional spaces for the public, as well as repairing and surfacing a spur of walking trail in the park that travels through both Sutton Wilderness Park and Griffin Park (south of Sutton).

The old path section will be re-graded and topped with crushed granite to match the rest of the trails in Sutton Wilderness. Previous improvements to the parking and trails in the park were made through an earlier Recreational Trails Grant in 2017. Since then, there has been a noticeable increase in the daily and annual use of this unique urban wilderness area in Norman. The grant application proposed to use already-approved funding for trail and sidewalk maintenance projects as the match for the grant if approved. The grant request was approved in October of 2021, after which staff worked to obtain the required state historical and archaeological reviews and receive clearance from the five separate Native Tribes identified by the State as having a potential historical interest in the area of the park.

On May 18, 2022, the City of Norman accepted the completed Project Agreement for the grant. This reimbursable grant requires those receiving it to finance the project and submit paid invoices for reimbursement from the OTRD grant administrators. We have received several grants for various park trail projects and have established a Special Grant Fund to pay for the project costs. Upon approval of this grant, Council also approved the appropriation of \$111,200 into a Special Grant Account for improvements described above to George M. Sutton Urban Wilderness Community Park.

As stated earlier, the 20% matching funds will come from the annual park sidewalks and trail maintenance account, as was proposed in the grant application. Any other costs above the 20% match, if needed, would come from the existing project fund balance for a program of improvements to trails and parking areas in Griffin Park and also from an appropriation from the Community Park Development Fund Balance, which is only available to be utilized for improvements at any of our 6 Community Parks (Griffin, Reaves, Andrews, Sutton, and Legacy Parks).

The Community Park Development Fund balance is currently \$139,190. Higher project costs became likely after the grant application was made in 2020, before the current climate of higher construction costs.

DISCUSSION:

On 15 and 23 June 2023, Bid Number 2324-79 for the Sutton Wilderness Park Trail Upgrade & Parking Lot Addition Project was advertised in the Norman Transcript, Southwest Construction News, e-Plan, i-Square Foot, and Bid News; and the bid was advertised on the City's website. Bid packets were distributed to five general construction contractors, two of whom responded with complete proposals.

Parks and Recreation staff reviewed the proposals, which included a base bid to do the work, according to the project plans and specifications prepared by Park Hill Engineering via a separate contract, which was also funded at 80% through this grant. When the different proposals were compared, it was determined that the bid from Can Do, L.L.C. (Can Do) presented the best option to get the parking lot addition and trail improvements done to fulfill the project's goals. The trail spur improvements will also provide a more accessible route to this unique urban wilderness from the south, from the large parking lots in Griffin Park.

Staff recommends awarding Contract K-2324-47 to Can Do, L.L.C., in the total amount of \$187,000 for the Sutton Wilderness Park Trail Upgrade & Parking Lot Addition Project. The proposed funding will come from the special grant account established for this project, the City's trail maintenance accounts, and the Community Park Development Account Fund Balance.

RECOMMENDATION NO.1: It is recommended that City Council appropriate funds in the amount of \$43,967 from the Community Park Development Fund Balance (52-29000) into the Sutton Urban Wilderness Parking Lot Addition and Trail Improvement Project (52790074-46101; Project PC0019)

RECOMMENDATION NO. 2: It is recommended that Bid Number 2223-79 be awarded to Can Do, L.L.C., in the amount of \$187,000 for the Sutton Wilderness Park Trail Upgrade & Parking

Lot Addition Project. The funding of \$85,700 is available for this project in the Sutton Wilderness Special Grant Funding Account (account 22790074-46101; Project PC0025), \$29,533 in the Capital Fund, Griffin Park Trails and Parking Lots Improvements Account (50796639-46101; PR0169); \$27,800 in the Capital Fund, Facility Maintenance Park Trails and Sidewalks Project (account 50595540-46101; Project EF0012) and \$43,967 in the Park Land and Development Fund, Sutton Urban Wilderness Parking Lot Addition and Trail Improvement Project (account 52790074-46101; Project PC0019).

RECOMMENDATION NO.3: It is further recommended that City Council approve Contract K-2324-47, Performance Bond B-2324-24, Statutory Bond B-2324-25, and Maintenance Bond MB-2324-14.

RECOMMENDATION NO. 4: It is further recommended that The Can Do, L.L.C., be authorized and appointed as project agent for the Sutton Wilderness Park Trail Upgrade & Parking Lot Addition Project by Resolution R-2324-27 to avoid the payment of sales tax on materials purchases related to the project.

Contract # K-2324-47

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between Can Do, LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

WITNESSETH

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

SUTTON WILDERNESS PARK TRAIL UPGRADES & PARKING LOT ADDITION

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the City of Norman on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: One Hundred Eighty Seven Thousand Dollars and No Cents (\$187,000.00);

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

1. The Contractor shall, in a good and first-class, workmanlike manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.)

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the

Contract # K-2324-47

work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the project engineer, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the City.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in 120 calendar days.

The Notice to Bidders published in the Norman Transcript June 16 and 23, 2023, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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

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

Contract # K-2324-47

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 24th day of July, 2023.

CORPORATE SEAL

Can Do, LLC

Company Name

ATTEST:

[Signature]
Corporate Secretary

BY

[Signature]
President

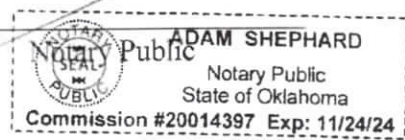
STATE OF OK)
COUNTY OF Cleveland)

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

[Signature]
President

Subscribed and sworn to before me this 24 day of July, 2023.

My Commission Expires: 11-24-24
Commission Number: 20214397



CITY OF NORMAN

Approved as to form and legality this 2 day of August, 2023.

[Signature]
City Attorney

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

ATTEST:

City Clerk

Mayor

RLI Insurance Company Bond #RCB0043822

Bond # B-2324-25**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Can Do, LLC, as Principal, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Norman, a Municipal Corporation and city of the first class of the State of Oklahoma, in the penal sum of One Hundred Eighty Seven Thousand Dollars and No Cents (\$187,000.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

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

SUTTON WILDERNESS PARK TRAIL UPGRADES & PARKING LOT ADDITION

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

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

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

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

RLI Insurance Company Bond #RCB0043822

Bond # B-2324-25

ATTEST:

[Signature]
Corporate Secretary

Can Do. LLC
Company Name

BY [Signature]
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

RLI Insurance Company
Surety Name

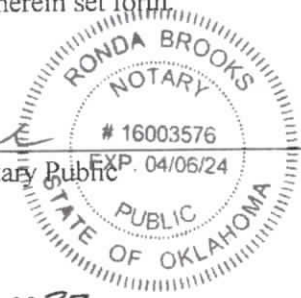
BY [Signature]
Lisa Sherman Surety Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 21st day of July, 2023 personally appeared Christopher Dawney to me known to be the identical person who executed the foregoing, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]
Notary Public



My Commission Expires: 04/06/24
Commission Number: 16003576

Approved as to form and legality this 2nd day of August, 2023.

[Signature]
City Attorney

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

ATTEST:

Mayor

City Clerk

RLI Insurance Company Bond #RCB0043822

Bond # B-2324-24**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Can Do. LLC, as Principal, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of One Hundred Eighty Seven Thousand Dollars and No Cents (\$187,000.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this _____ day of _____, 20_____.

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

SUTTON WILDERNESS PARK TRAIL UPGRADES & PARKING LOT ADDITION

and has entered into a certain written contract with THE CITY OF NORMAN dated _____ 20_____, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

RLI Insurance Company Bond #RCB0043822
Bond # B-2324-24

ATTEST:
[Signature]
Corporate Secretary

Can Do. LLC
Company Name
BY [Signature]
Principal

ATTEST:
[Signature]
Corporate Secretary (Surety)

RLI Insurance Company
Surety Name
BY Lisa Sherman
Lisa Sherman Surety Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of July, 2023 personally appeared Christopher Downey to me know to be the identical person who executes the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]
Notary Public
Ronda Brooks
16003576
EXP. 04/06/24
NOTARY PUBLIC
STATE OF OKLAHOMA

My Commission Expires: 04/06/24
Commission Number: 16003576

Approved as to form and legality this 2 day of August, 2023.
[Signature]
City Attorney

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

ATTEST: _____ Mayor

City Clerk

RLI Insurance Company Bond #RCB0043822

Bond # MB-2324-14**MAINTENANCE BOND**

WHEREAS, THE UNDERSIGNED Can Do, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated , 20 , for the construction of:

SUTTON WILDERNESS PARK TRAIL UPGRADES & PARKING LOT ADDITION

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and RLI Insurance Company, as a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of One Hundred Eighty Seven Thousand Dollars and No Cents (\$187,000.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has

RLI Insurance Company Bond #RCB0043822
Bond #MB-2324-14

caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

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

ATTEST: [Signature]
Corporate Secretary

Can Do. LLC
Company Name

Mailing Address of Principal:
14640 E Indian Hills Rd
Newalla, OK 74857

BY: [Signature]
Principal

RLI Insurance Company
Surety Name

BY: [Signature]
Lisa Sherman Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 21st day of July, 2023, personally appeared Christopher Downey to me known to be the identical person who executed the foregoing, and acknowledge to me that He executed the same as His free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: 04/06/24
Commission Number: 16003576

Approved as to form and legality this 2 day of August, 2023.

[Signature]
City Attorney

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

Mayor

ATTEST: _____
City Clerk

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, Susanne Cusimano, jointly or severally

in the City of Oklahoma City, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of June, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

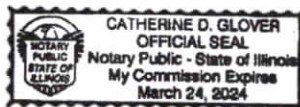
CERTIFICATE

On this 8th day of June, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Resolution

R-2324-27

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING CAN DO, L.L.C., AS PROJECT AGENT FOR THE SUTTON WILDERNESS PARK TRAIL UPGRADE & PARKING LOT ADDITION PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Can Do, L.L.C., for the Sutton Wilderness Park Trail & Parking Lot Addition Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Can Do, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Can Do, L.L.C., to purchase materials which are in fact used for the construction of a 12-car parking lot expansion as well as repairing and surfacing a spur of walking trail in park locations associated with the Sutton Wilderness Park Trail & Parking Lot Addition Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Can Do, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the _____ day of _____, 2023, did appoint Can Do, L.L.C., who is involved with the Sutton Wilderness Park Trail & Parking Lot Addition Project an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Sutton Wilderness Park Trail & Parking Lot Addition Project for the City of Norman.

PASSED AND ADOPTED THIS _____ day of _____, 2023

Mayor

ATTEST:

City Clerk



BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. **Non-Collusion Affidavit**

STATE OF Oklahoma)

COUNTY OF Cleveland)

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

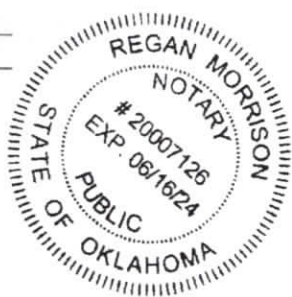
SIGNED: 

Subscribed and sworn to before me this 6 day of July 2023.



Notary Public

My Commission Expires: 6/16/24
Commission Number: 20007126



B. Business Relationships Affidavit

STATE OF Oklahoma)

COUNTY OF Cleveland)

Chris Quincy of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None
(If none of the business relationships herein above mentioned exist, affiant should so state.)

[Signature]
President

Subscribed and sworn to before me this 6 day of July 2023.

[Signature]
Notary Public

My Commission Expires: 6/16/24
Commission Number: 20007126

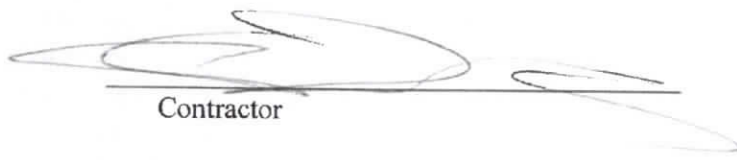


FALSE INFORMATION AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Cleveland) SS:

Chas Downey, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm/Company of KanDo to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.


Contractor

Subscribed and sworn to before me this 6 day of July, 2023.


Notary Public

My Commission Expires: 6/16/24
Commission Number: 20007126



CERTIFICATION OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

- A. Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, pregnancy, sex, marital or parental status, political affiliation, sexual orientation, or physical or mental condition.
- B. Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.
- C. Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

I have read the above stated clause and agree to abide by its requirements.

Chris Dorney, President
Name, Title

Sworn to and subscribed before me this 6 day of July, 2023.

Regan Morrison
Notary Public

My commission expires: 6/16/24.



File Attachments for Item:

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-36: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE YOUNG FAMILY ATHLETIC CENTER (YFAC) FACILITIES POLICY MANUAL FOR THE OPERATION OF YFAC BY THE CITY OF NORMAN PARKS AND RECREATION DEPARTMENT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/08/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-36: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN PARKS AND RECREATION DEPARTMENTS ACCEPTING THE YOUNG FAMILY ATHLETIC CENTER FACILITIES POLICY MANUAL

BACKGROUND:

In October of 2015, Norman citizens passed the Norman Forward Initiative, funding various projects through a ½% sales tax increase over 15 years. The Norman Forward Initiative included projects to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as separate projects. After extensive public input and consideration by the City Council, acting as Trustees of the Norman Municipal Authority (NMA), these projects were combined into one more extensive project in 2018, located at the southeast corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex will include eight full-sized basketball or 12 volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-lane warm-up pool; concession stands; retail space; administration offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic to be placed between the multi-sports and aquatic complexes.

Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the project's architectural and engineering (A/E) consultant in March 2018. The building and the project were named the Young Family Athletic Center ("YFAC") in July of 2021 (K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building. NRHS has committed a minimum of \$6.7 million through a contract approved by the City Council in June of 2023 (K-2122-99) towards constructing a human sports and performance clinic inside the YFAC called "N-Motion."

DISCUSSION:

On February 9, 2021, the City entered into a Memorandum of Understanding (K-2021-93) with the Columbus Corporation of Oklahoma City dba Santa Fe Family Life Center (SFFLC) to develop a contractual agreement to operate the YFAC.

This past May, operator contract negotiations with SFFLC ceased for their organization to become the YFAC operator. Due to the complexities of the request of both Community Groups and the City, it became apparent to the Parks and Recreation Department that the risks associated with operations of the YFAC would be better for both Sante Fe and the City if we went in a different direction.

The Parks Department provided updates to the Norman Forward Sales Tax Citizen's Financial Oversight Board at its meeting on July 18, 2023 and to the Norman Forward Indoor Aquatic and Multi-Sport Facility Ad Hoc Group at its meeting on July 24, 2023. Presentation and discussion focused on the proposal that the City operate the facility and included the proposed maintenance and operation budget, revenue projects, fee schedule and the YFAC Facility Policy Manual. Both groups accepted the proposal that the City operate the facility and the associated business plan and policy manual. A similar update was provided to the Norman Parks Board on August 3 and they similar endorsed the City's operation of the YFAC and recommended Council adopted the Young Family Athletic Center Facility Policy Manual as presented.

At the July 25, 2023, Council Conference, the Parks Department gave a presentation with back-up information that would make the Parks and Recreation Department the operator of the YFAC. Parks presented a maintenance and operation budget, revenue projections, fee schedule, and YFAC Facility Policy Manual that would need to be adopted by the City Council.

The YFAC Facility Policy Manual will give the Director of Parks and Recreation (" Director") authority to set the pricing schedule and fees, which include membership fees, day passes, rental and event fees, or other general fees associated with the YFAC. The Director can also enter into agreements with Community/Operational partners to rent the YFAC for events, practices, or meetings. The Director also can enter into sponsorship or marketing agreements with groups at the YFAC on behalf of the City of Norman. All of the policies mentioned above must be annual agreements to be reviewed and recommended by the Norman Park Board of Commissioners before any changes take place.

The YFAC Facility Policy Manual also includes a Community and Operational Partners list and a Fee Schedule. The policy also includes event rentals, party or practice rentals, a payment policy, and a cancellation policy related to the YFAC.

RECOMMENDATION:

It is recommended that the City Council adopt R-2324-36, the Young Family Athletic Center Facility Policy Manual for the Parks and Recreation Department as Operators of the YFAC.

Resolution

R-2324-36

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE YOUNG FAMILY ATHLETIC CENTER (YFAC) FACILITIES POLICY MANUAL FOR THE OPERATION OF YFAC BY THE CITY OF NORMAN PARKS AND RECREATION DEPARTMENT.

- § 1. WHEREAS, the Norman citizens passed the Norman Forward initiative in October of 2015; and
- § 2. WHEREAS, the Norman Forward Initiative included plans to construct a new Multi-Sport Complex and Indoor Aquatic Facility; and
- § 3. WHEREAS, in 2018, after public input and consideration of trustees of Norman Municipal Authority (NMA), these projects were combined into one more extensive project; and
- § 4. WHEREAS, this new sports complex is located at southeast corner of 24th Avenue NW and Rock Creek Road; and
- § 5. WHEREAS, the building and project were named the Young Family Athletic Center (YFAC) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building; and
- § 6. WHEREAS, Norman Regional Health System (NRHS) has committed a minimum of \$6.7 million towards constructing a human sports and performance clinic inside the YFAC called N-Motion; and
- § 7. WHEREAS; besides the N-Motion health and wellness clinic the YFAC will contain eight full-sized basketball or 12 volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-lane warm-up pool; concession stands; retail space; and administration offices; and
- § 8. WHEREAS, after extensive contract negotiations with the Columbus Corporation of Oklahoma City d/b/a Santa Fe Family Life Center (SFFLC) which on February 9, 2021, the City had entered into a Memorandum of Understanding with to operate the YFAC, in May 2022 the parties agreed that SFFLC would not be the operator; and
- § 9. WHEREAS, on July 25, 2023, the Parks Department gave a presentation to council conference on the Parks and Recreation Department operating YFAC, including a maintenance and operation budget; revenue projections; fee schedule; and the YFAC Facility Policy Manual to be adopted by Council; and



R-2324-36

- § 10. WHEREAS, the Facility Policy Manual gives the Director of Parks and Recreation (Director) authority to: to set the pricing schedule and fees, which include membership fees, day passes, rental and event fees, or other general fees associated with the YFAC; enter into agreements with Community/Operational partners to rent the YFAC for events, practices, or meetings; and enter into sponsorship or marketing agreements with groups at the YFAC on behalf of the City of Norman; and
- § 11. WHEREAS, the YFAC Facility Policy Manual also includes a Community and Operational Partners list and a Fee Schedule; and
- § 12. WHEREAS, the policy also includes event rentals, party or practice rentals, a payment policy, and a cancellation policy related to the YFAC; and
- § 13. WHEREAS, all of the policies mentioned above must be annual agreements to be reviewed and recommended by the Norman Park Board of Commissioners before any changes take place.

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

§ 14. THAT the document, as included in Exhibit "A" to this Resolution, is hereby adopted and recognized as the Young Family Athletic Center Facility Policy Manual for the Parks and Recreation Department as Operators of the YFAC.

PASSED AND ADOPTED THIS _____ day of _____, 2023

Mayor

ATTEST:

City Clerk

Introduction and Purpose

The Young Family Athletic Center (YFAC) is owned and operated by the City of Norman Parks and Recreation Department. The YFAC has eight (8) basketball courts, 12 volleyball courts, an eight (8) lane 25-meter competition pool, and a four (4) lane recreation pool. Norman Regional Hospital Systems (NRHS) will perform sports medicine with Ortho Central and N-Motion clinics inside the YFAC.

Authority of the Director of Parks and Recreation

The Director of Parks and Recreation (the "Director") sets the pricing schedule and fees, which will be reviewed annually and updated on the recommendation of the Norman Board of Park Commissioners.

The Director can also enter into an agreement on behalf of the City of Norman with a Community/Operational partner annually for the rental of the YFAC for events, practices, or meetings. Community/Operational Partner Agreements will be reviewed annually by the Norman Board of Park Commissioners.

The Director will set the Fee Schedule, which includes membership and day pass costs, rental and event fees, and other general fees associated with access to the YFAC. The Fee Schedule will be set based on recommendations from the Norman Board of Park Commissioners.

The Director is responsible for entering into sponsorship or marketing agreements with businesses/groups at the YFAC on behalf of the City of Norman. Marketing and Sponsorship agreements will be reviewed annually by the Norman Board of Park Commissioners.

Any update or change to the YFAC Booking & Sponsorship Policies must be at the Recommendation of the Norman Board of Park Commissioners and approved by the Norman City Manager.

YFAC Mission

- The mission of the Young Family Athletic Center (YFAC) is to enrich the quality of life and health through competition and recreational leisure through sports, aquatics, fitness, special events, and various activities in a safe, fun, and family environment.

Definitions

1. **Fee Schedule** – the cost table showing the fixed costs for the public to use or rent YFAC. The Director of Parks and Recreation sets the Fee Schedule on the Norman Board of Parks Commissioners' recommendations. (Exhibit A)
2. **Community/Operational Partner** – a community/operational partner will be defined at the YFAC as a School, Sports Club, or local non-profit that fits in the mission of the YFAC and will be allowed to enter into annual agreements with the Parks and Recreation Department. The Parks and Recreation Department will keep a Community/Operational Partners list. The partners will be recommended

through the Norman Board of Park Commissioners and approved by the Director of Park and Recreation. (Exhibit B)

3. **Event Rental** – Event rental is for a person, group, business, or non-profit involving 25 or more people using the Athletic or Aquatics areas for athletic competition, banquet, concert, or other miscellaneous event.
4. **Practice or Private Party Rental** – A practice or private party will be defined as a small group of people (25 or less) that use a section of the Athletic or Aquatic meeting room areas for either a practice or a small private party for a group, business, or non-profit.

YFAC Facility

The YFAC Facility is multi-purpose to meet the varied needs of the community. Portions of the Facility available for rent are listed below.

1. Multi-Sport Gymnasium
 - Basketball/Volleyball Courts – The YFAC can be configured for up to 8 basketball courts and/or 12 volleyball courts with bleachers for each court
 - Tournament Office Space
 - Tournament Ticketing Window
2. Competition and Recreation Pools
 - Eight (8) lane 25 meter competition pool
 - Four (4) lane recreation pool
3. Women’s Aquatic Locker Rooms
4. Men’s Aquatic Locker Rooms
5. Aquatic Family Changing Rooms
6. Meeting Rooms
7. NRHS Clinic Space

Scheduling Policies and Procedures

1. Community/Operational Partner Rentals

Community/Operational Partners must enter into annual agreements that specify all YFAC spaces to be used, dates and times for usage, and fees to be paid. Such agreements shall set forth the reservation payment terms, insurance requirements, and any other applicable and reasonable term(s) related to the use of the YFAC by such Partner.

2. Event Rentals

- a. Reservations for the YFAC can be made up to two (2) years in advance for event rentals and must be made no less than 14 days before the event.

- b. Reservations are on a first-come, first-served basis. The YFAC/Parks and Recreation Department cannot guarantee a reservation until the rental is paid in full.
- c. To reserve dates as an event rental at the YFAC, a deposit of at least 20% must be paid when the facility is reserved. Without this, a reservation is not valid. Lessee must be at least 18 years old to enter into a contract. Signed agreements are binding.
- d. All rental fees, layouts, security forms, cleaning fees, deposits, sponsorship, and agreements with NRHS for sports medicine or other additional costs associated with the event must be paid in full before the start of the rental per the terms of the contract.
- e. Admission fees proposed by Community/Operational Partners or for event rentals must be submitted and approved by the YFAC/Parks and Recreation Department when the rental agreement is submitted.
- f. Event times at the YFAC must end no later than 11:00 p.m. on Sunday-Thursday, with the YFAC completely vacated by midnight. Events must end by midnight on Friday & Saturday, with the building vacated by 1:00 a.m.
- g. Event rental fees are subject to different rental fees than practice or private party rentals.
- h. Alcohol can be approved at events with the written permission of the Director of Parks and Recreation. Alcohol will not be allowed at youth events under any circumstances.
- i. Any event at the YFAC will require proof of insurance that reflects coverage for activities with one million-dollar liability insurance showing the City of Norman, Oklahoma, as a Certificate Holder or Additional Insured.
- j. AFTER PAYING ALL FEES, the YFAC/Parks & Recreation Department will issue a facility rental permit. The permit will be mailed or emailed. If the permittee pays in person at our downtown office, Parks and Recreation will provide a copy of the permit at purchase.
- k. Permits are issued only for the individual or organization whose name is on the permit. If a transfer is requested, the permittee must request an amendment with the YFAC/Parks & Recreation Department.
- l. The permittee should take a copy of the permit to their scheduled event in case of a conflict.

3. Private Practice or Private Party Rentals

- a. Reservation for practices/parties can be made up to 120 days in advance.
- b. Reservations must be scheduled during regular operating hours for the YFAC and are subject to availability.
- c. Each group is limited to a maximum of two rentals per week.
- d. Any cancellations will be subject to the City's cancellation policy.
- e. If renting more than 50% of the lanes in the competition pool, renter will be required to rent the entire pool.
- f. Discounts for the meeting rooms are available if rented in tandem with the Multi-Purpose Gym or the Competition or Recreation Pools.

* STEAKHOLDERS (Operational Partners)

- Payment can be made by cash, personal check, cashier's check, money order, or credit card.
- Payment for Events must be paid in full two weeks (14 Days) before the start of the rental.
- Payment for Non-Event rentals is due at the time of booking.
- Personal checks cannot be accepted for reservations made less than 14 days before the rental date.

Cancellation Policy

All cancellations of contracted events must be submitted to City in writing and will be subject to a cancellation fee that will be deducted from any refunded deposits.

- Reservation Deposits will be forfeited in full if an event is canceled less than one hundred and eighty (180) days before the event.
- Deposits reservation will be forfeited in full if a practice is canceled less than forty-eight (48) hours before the practice.
- The YFAC/Parks and Recreation Department reserves the right to cancel any event or practice for any reason.
- Events or practices that the YFAC/Parks and Recreation Department cancels will be fully refunded to the lessee.

For Questions about this policy or to rent the YFAC, please contact the Young Family Athletic Center 405-321-9322 / YFAC@normanok.gov or the Norman Parks and Recreation Department at [405-366-5472](tel:405-366-5472)/ParksRec@normanok.gov.

* This is common practice price setting AT city facilities in the Department (Rec centers, Westwood pool & Golf)

* Operational PARTNERS - Long Term Leases.

* AD-HOC, CFOB & PARK BOARD Recommend this policy for approval

* 15 TOURNAMENTS Ready TO sign contracts

EXHIBIT A

Memberships

NRHS

MOU MAY 21⁴
Contract June 23

Individual Annual Pass	Norman Resident	\$300	year
Family Annual Pass	Norman Resident	\$960	year
Individual Monthly Pass	Norman Resident	\$30	month
Family Monthly Pass	Norman Resident	\$100	month

Individual Annual Pass	Non-Resident	\$360	year
Family Annual Pass	Non-Resident	\$1,200	year
Individual Monthly Pass	Non-Resident	\$35	month
Family Monthly Pass	Non-Resident	\$120	month

Individual Annual Pass	SR/Vet/MIL/FR	\$300	year
Family Annual Pass	SR/Vet/MIL/FR	\$960	year
Individual Monthly Pass	SR/Vet/MIL/FR	\$30	month
Family Monthly Pass	SR/Vet/MIL/FR	\$100	month

Day Passes

Swimming Pass	Norman Resident	\$5	day
Multi-Sports	Norman Resident	\$5	day

Swimming Pass	Non-Resident	\$7	day
Multi-Sports	Non-Resident	\$7	day

Swimming Pass	SR/Vet/MIL/FR	\$5	day
Multi-Sports	SR/Vet/MIL/FR	\$5	day

Swimming Pass	Children 12 & U	\$3	day
Multi-Sports	Children 12 & U	\$3	day

Swimming Pass	Children 3 & U	FREE	day
Multi-Sports	Children 3 & U	FREE	day

Common Rentals

Basketball Court	1/2 Court	\$35	hour
Basketball Court Full Court	Full Court	\$70	hour
Volleyball Court	Per Court	\$70	hour
Pickleball Court	Per Court	\$45	hour
Conference Room	2 Hour Min	\$25	hour
Pool Lane Rental		\$25	hour
Recreation Pool	Min. 2 hours	\$150	hour
Competition Pool	Min. 2 hours	\$250	hour

Event Rentals*

Basketball Court	4 Hour Min	\$65-\$85	hour per/court
Volleyball Court	4 Hour Min	\$50-\$70	hour per/court
Pickleball	4 Hour Min	\$30-\$45	hour per/court
Full Gym (non athletic)	4 Hour Min	\$500-\$750	Full Facility
Full Pool Rental	4 Hour Min	\$500-\$750	Both Pools

EXHIBIT B

SCHOOL PARTNER:

Norman Public Schools
131 South Flood Avenue
Norman, OK 73069

LOCAL YOUTH LEAGUE PARTNER:

Norman Optimist Club
1005 Lexington Avenue
Norman, OK 73069

TOURNAMENT PARTNER:

Santa Fe Family Life Center
6300 N Sante Fe Ave
OKC, OK 73118

BASKETBALL CLUB:

Trae Young Family Foundation
& Trae Young Basketball
2201 Trae Young Drive
Norman, OK 73069

SWIMMING CLUB:

Sooner Swim Club
1701 Asp Avenue
Norman, OK 73072

VOLLEYBALL CLUB:

TBD

File Attachments for Item:

29. CONDUCTING AND CLOSING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AN AMENDMENT TO THE ADOPTED FISCAL YEAR 2023-2024 CITY OF NORMAN AND NORMAN UTILITIES AUTHORITY OPERATING BUDGETS; CREATING AN ATHLETIC FACILITY SPECIAL REVENUE FUND; AND APPROPRIATING ANTICIPATED REVENUE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/08/2023

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONDUCTING AND CLOSING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AN AMENDMENT TO THE ADOPTED FISCAL YEAR 2023-2024 CITY OF NORMAN AND NORMAN UTILITIES AUTHORITY OPERATING BUDGETS; CREATING AN ATHLETIC FACILITY SPECIAL REVENUE FUND; AND APPROPRIATING ANTICIPATED REVENUE.

BACKGROUND:

Construction on one of the “crown jewels” of the NORMAN FORWARD quality of life program, the Young Family Athletic Center (YFAC) is nearing completion. Quoting from the NORMAN FORWARD Implementation Plan accepted by the City Council in March, 2023, “the combined Indoor Multi-Sport and Aquatic Center will be 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 will feature 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 competitions. The Multi-Sport (gymnasiums) portion of the building will each house 8 basketball courts or 12 volleyball courts. Norman Regional Health System is developing the “NMotion” space, which will serve as a sports and human performance center and physician clinic. Other YFAC amenities include concessions, a small retail space, administrative offices, tournament and team breakout rooms, public restrooms, and other support areas.”

On February 9, 2021, the Council approved Contract K-2021-93, a Memorandum of Understanding with Santa Fe Family Life Centers, for the third-party operation of the YFAC, and directing staff to negotiate terms of a final operating contact. Negotiations between City staff and Santa Fe did not result in a final operational contract.

On June 13, 2023, the voters of Norman approved an increased water rate structure for customers of the Norman Utilities Authority, effective in September, 2023. This voter approval came after the adoption of the fiscal year 2023-24 budget.

DISCUSSION:

As discussed by the City Council in the July 25, 2023 Study Session, and by the NORMAN FORWARD Citizen's Financial Oversight Board (CFOB) at the July 18, 2023 CFOB meeting, it has been decided that the YFAC can be more efficiently and effectively operated by staff of the City's Park and Recreation Department. In order to implement this operation to coincide with the opening of the facility in late 2023, major amendments to the City's fiscal year 2023-2024 operating budget are required. These amendments include allocating estimated revenues from the operations of the facility and estimated expenses for additional full and part-time staffing, supplies and materials and capital outlays.

Related to the water rate increase, estimated capital project expenditures were included in the fiscal year 2023-2024 Water Utility Department budget, but estimated revenues were not. Estimated revenues of \$3,000,000 for the remainder of FYE 24 are proposed to be included in the amended budget.

The proposed amendments to the Parks and Recreation Department and Water Utility Department budget are summarized on the attachment.

**CITY OF NORMAN, OKLAHOMA
FISCAL YEAR ENDING 2024 BUDGET AMENDMENT
SUMMARY OF FUND BALANCES**

CITY FUND CLASSIFICATION	REVENUES				EXPENDITURES				EMP TURNOVER SAVINGS	TOTAL EXPENSES	REVENUES OVER (UNDER) EXPENSES	ENDING FUND BALANCE
	BEGINNING FUND BALANCE	OPERATING REVENUES	INTERFUND TRANSFERS	INTERFUND TRANSFERS	TOTAL REVENUES	OPERATING EXPENSES	INTERFUND TRANSFERS	SUBTOTAL EXPENSES				
SPECIAL REVENUE FUNDS												
Young Family Athletic Center Fund	\$ -	\$ 973,065.00	\$ -	\$ -	\$ 973,065.00	\$ 973,065.00	\$ 973,065.00		\$ 973,065.00	\$ -	\$ -	\$ -
ENTERPRISE FUNDS												
Water	86,701	3,000,000			3,000,000		0		0	3,000,000		3,086,701
CAPITAL PROJECTS FUND												
Norman Forward	2,814,461			80,000	0	80,000	80,000		80,000	(80,000)		2,734,461
GRAND TOTAL ALL FUNDS	\$2,901,162	\$3,973,065	\$0	\$0	\$3,973,065	\$1,053,065	\$0	\$0	\$1,053,065	\$2,920,001	\$5,821,162	
Less: Interfund Transfers				0	0	0	0		0	0	0	0
Internal Service Charges				0	0	0	0		0	0	0	0
Cost Allocation Charges				0	0	0	0		0	0	0	0
Total Deductions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NET TOTAL ALL FUNDS	\$2,901,162	\$3,973,065	\$0	\$0	\$3,973,065	\$1,053,065	\$0	\$0	\$1,053,065	\$2,920,001	\$5,821,162	

Public hearings will be held on 8/8/2023 at 6:30 p.m. in the Council Chambers of the Norman Municipal Building for the purpose of discussion of the proposed amendment. The adopted budget may be examined on weekdays at 201 West Gray in the City Clerk's office from 8:00 a.m. to 5:00 p.m. All interested citizens have the opportunity to give written and oral comments.

YFAC Budget Projections

Item 29.

Revenues				Projected Fee 12 Months	Proposed FYE 24 7 Months
Memberships		#	Days		
	Family	400	--	\$55.00	\$154,000
	Individual	400	--	\$30.00	\$84,000
	Senior/Military	125	--	\$25.00	\$21,875
	Sub-Total				\$259,875
Daily Passes					
	Pool	20	365	\$5.00	\$21,292
	Multi Sports	25	365	\$5.00	\$26,615
	Senior/Military	20	365	\$3.00	\$12,775
	Sub-Total				\$60,681
Rentals					
	Swim Club	1		\$50,000.00	\$29,167
	Basketball Club	1		\$50,000.00	\$29,167
	Volleyball Club	1		\$50,000.00	\$29,167
	NPS	1		\$50,000.00	\$29,167
	Optimist	1		\$50,000.00	\$29,167
	Tournament	35		\$10,000.00	\$204,167
	Misc. Rentals	50		\$1,000.00	\$29,167
	Sub-Total				\$379,167
Concessions	Lease Agreement	1			\$29,167
Classes					
	Local Leagues				\$58,333
	Camps	500		\$50.00	\$14,583
	Aqua Fitness Classes	500		\$5.00	\$1,458
	Swim Lessons	500		\$50.00	\$14,583
	Sub-Total				\$88,958
Marketing					
	Video Boards				\$126,051
	Misc. Sponsorships				\$29,167
					\$155,217
Total Revenues					\$973,065
Expenditures				Projected 12 Months	Proposed 7 Months
Salaries & Benefits					
	Salaries - Full Time			\$ 222,932.48	\$148,622
	Salaries - Part Time			\$ 465,554.82	\$310,370
	Salaries - Temporary			\$ 62,400.00	\$41,600
	Other Salaries - Overtime			\$ 5,000.00	\$3,333
	Retirement			\$ 18,949.26	\$12,633
	Health Insurance			\$ 76,660.00	\$51,107
	Safety Bonus			\$ 100.00	\$67
	Life Insurance			\$ 300.00	\$200
	Fica/Medicare			\$ 57,825.38	\$38,550
				\$ 909,721.94	\$606,481
Supplies & Materials					
	Office			\$1,000	\$583
	Recreation			\$40,000	\$22,638.33
	Operating Chemicals & Maintenance			\$100,000	\$58,333
	First Aid Supplies			\$1,000	\$583
	Plumbing & Electrical			\$1,500	\$875
	Janitorial			\$7,500	\$4,375
	Paint and Paint Products			\$500	\$292
	Other Building Materials			\$1,000	\$583
	Safety & Protective			\$2,500	\$1,458
	Other - Uniforms			\$2,500	\$1,458
	Other - Minor Tools & Equipment			\$2,500	\$1,458
				\$160,000	\$92,638
Other Professional					
	Other Professional (Certifications)			\$2,500	\$1,458
	Misc. Contract Services			\$100,000	\$58,333
	Advertising - General			\$40,000	\$23,333
	Office Machines & Equip.			\$2,500	\$1,458
	Other Miscellaneous			\$2,500	\$1,458
	Janitorial Contract			\$110,000	\$64,167
	Telephone Basic			\$1,000	\$583
	Telephone - Long Distance			\$120	\$70
	Electricity			\$100,000	\$58,333
	Natural Gas			\$50,000	\$29,167
	Water & Trash			\$50,000	\$29,167
	Refunds & Reimbursements			\$2,500	\$1,458
				\$461,120	\$268,987
Internal Services Maint.					
	Building Repair			\$7,500	\$4,375
	Printing Services			\$400	\$233
	Workers Compensation			\$600	\$350
				\$8,500	\$4,958
Total Expenditures				\$1,236,101	\$973,065

File Attachments for Item:

9. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF A MURAL ENTITLED "HUICHOL BOY" VALUED AT \$5,000 TO BE PLACED ON THE WALL NEAR THE WEST-FACING DOORS AT THE NORMAN FIREHOUSE ARTS CENTER, 444 SOUTH FLOOD AVENUE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/23

REQUESTER: Veronica Tracy, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF A MURAL ENTITLED "HUICHOL BOY" VALUED AT \$5,000 TO BE PLACED ON THE WALL NEAR THE WEST-FACING DOORS AT THE NORMAN FIREHOUSE ARTS CENTER, 444 SOUTH FLOOD AVENUE.

BACKGROUND:

The Norman Firehouse Arts Center approached the City of Norman regarding a mural project at the City-owned facility within Lion's Park at 444 South Flood Avenue. The donation of the art with supplies and honorarium is valued at \$5,000.

The Norman Board of Park Commissioners recommended on August 3, 2023, that the City accept this donation and place the mural at the Firehouse Art Center.

DISCUSSION:

Chapter 12, Section 12-110 states that 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 section 4 of the Charter. . ." Article I, Section 4 of the City Charter allows that the "City may 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."

The proposed mural depicts a young Huichol boy in front of the composition. In the background, there is a sun in the typical Wixárika style. A yellow parrot is posing on his shoulder. In Huichol culture, the parrot is seen as one of the most positive and uplifting animals you can come across in a dream; flowers representing life and abundance surround the boy.

The mural artist, Qvetzal, recently graduated from the University of Guadalajara in Puerto Vallarta and will be visiting The Firehouse Arts Center for two weeks in September. All costs for supplies and honorarium will be paid through corporate sponsorships, in-kind gifts, and grants received for the exhibition *WAKING UP* on display from September 14- November 4, 2023. The

Norman Firehouse Arts Center anticipates that they will need to loan or rent a few supplies, such as scaffolding they intend to fund in-house.

The proposed location for the mural at The Norman Firehouse Arts Center is the wall next to the West facing doors used as the main entry and within the patio courtyard used by many Norman Firehouse Arts Center patrons.

RECOMMENDATION:

Staff recommends acceptance of the donation valued at \$5,000 of a mural to be placed on the wall near the West facing doors at Firehouse Arts Center entitled "Huichol Boy."



Item 9.

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File Attachments for Item:

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$331,031 FOR A REVISED AMOUNT \$8,862,833 FOR THE CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN PARK REMODEL PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Wade Thompson, Parks and Facilities Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$331,031 FOR A REVISED AMOUNT \$8,862,833 FOR THE CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN PARK REMODEL PROJECT.

BACKGROUND:

On October 13, 2015, Norman citizens passed the Norman Forward Initiative, which will fund various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes an upgrade of the Griffin Park Soccer Complex. Eventually, all of the Griffin Park sports fields will be converted to soccer and will consist of 22 youth fields. The Griffin Park fields were built originally with a crowned or curved surface, which was the preferred construction at that time. The Norman Youth Soccer Association approached the City of Norman with this project, requesting a more current soccer field design that calls for a flat playing surface. A flat surface enhances the flow and speed of the game. Changing the grade and resurfacing, as well as removing the old drainage areas and addition of ADA accessibility between the fields, enhancing the visibility and overall experience for fans and players

DISCUSSION:

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

On February 8, 2022, NMA/City Council approved Amendment / Guaranteed Maximum Price (GMP) #1, which included earthwork, demolition, site concrete, painting, fencing, and landscaping; estimating and construction contingencies; general conditions for the entire project; and indirect costs, which included bonding, insurance, and CMaR fees. The total for GMP #1 was \$1,370,970, which included pre-construction services in the amount of \$14,450.

On July 26, 2022, NMA/City Council Approved Amendment / Guaranteed Maximum Price (GMP) #2, which included demolition, concrete, masonry, structural steel, door assemblies supply, flooring and wall tile, painting, signage, plumbing, HVAC, electrical, earthwork, site concrete, asphalt, fencing, irrigation, sprigging, sod & mulch, site furnishings, site utilities, and storm sewer systems. The total for the work bid was \$6,576,243 (making the then-cumulative total for Contract K-2122-81 equaling \$7,947,213).

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

Guaranteed Maximum Price (GMP) No. #4 is for a road and round-a-bout connecting the Griffin Community Dog Park and Griffin Disc Golf Course to the High Meadows Dr. intersection and removing the entrance into Griffin Park north of High Meadows Dr. It will also connect to the previously approved East Park Road GMP #3. This was also identified as part of the traffic study specifically for the Griffin Park Remodel in 2017, and it outlined this section of road to be added to increase the flow of traffic entering and exiting Griffin Park. Bid Package included earthwork, site concrete, asphalt, and demolition. The total for the work bid is \$331,031.

The total for GMP/Amendment #4 is \$331,031, including the indirect costs and fees of (\$81,276) making the current cumulative total \$8,862,883 for contract K-2122-81.

Our Project Consultants from ADG have participated throughout the entire process up to our current point of the beginning construction of the project. Further, the City Attorney's office has reviewed and approved the amendment documents.

Adequate funds are available for this contract in the Griffin Park Remodel project, Construction (account 51796639-46101; project NFB001).

RECOMMENDATION:

It is recommended that the City Council, acting as the Norman Municipal Authority, approve Amendment No. 4 to Contract K-2122-81 with Crossland Construction Company, Inc., in the amount of \$331,031 for a total contract of \$8,848,433 for the Griffin Park Remodel Project.

**AMENDMENT NO 4 TO CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND
CONSTRUCTION COMPANY**

THIS AMENDMENT NO. 4 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Fourth Amendment") is made as of August 8th, 2023, between the Norman Municipal Authority, and Crossland Construction Company, Inc. a Kansas corporation (the "Construction Manager").

RECITALS:

A. The Norman Municipal Authority and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2122-81), dated March 24, 2020, (the "Agreement"), for construction management services for the Griffin Community Park project including plan review, design assistance, bidding services, and value engineering.

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 submitted the third of four anticipated GMP Proposals to the City Council. The original contract value for preconstruction services was \$14,450. GMP No. 1 was approved on February 8th, 2022, for a total contract amount of \$1,370,970 (derived from the total cost of work for the Construction Phase of \$1,074,392 + the indirect Cost and Fee of \$296,578). GMP No. 2 was approved on July 26th, 2022, for a total contract amount of \$6,576,243 (derived from the total cost of work for the Construction Phase of \$5,566,310 + the Indirect Cost and Fee of \$1,009,933). GMP No. 3 was approved on January 10th, 2023, for a total contract amount of \$568,189 (derived from the total cost of work for the Construction Phase of \$518,374 + the Indirect Cost and Fee of \$49,815). The total amount of all amendments combined represent the total contract amount of \$8,862,883. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributed to the Griffin Park Project.

D. The Construction Manager now submits the fourth of the final anticipated GMP Proposals based on bids received.

AGREEMENT:

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

1. Fourth 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 \$333,031 (derived

from the total cost of work for the Construction Phase of \$251,755 + the Indirect Cost and Fee of \$81,276. Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the Griffin Park Project). 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. Refer **Exhibit _A_** to GMP #4 Letter
- B. Contract Document Log. Refer to **Exhibit _B_** for 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. Refer to **Exhibit _C_** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit **_C_** and incorporated herein by reference.
- D. Assumptions. Refer to **Exhibit _D_** for 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. Refer to **Exhibit _E_** for 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. Refer to **Exhibit _F_** for 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.
- G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit _G_**.

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 Fourth Amendment, the Construction Manager affirmatively asserts that (i) The Norman Municipal Authority is not currently in default, nor has been in default at any time prior to this Fourth 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 Fourth Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGE]

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

CONSTRUCTION MANAGER (CROSSLAND CONSTRUCTION COMPANY, INC)

By: *Aaron R. Stoops*

Name: Aaron R. Stoops

Title: Vice President

Date: 8.16.23

ATTEST:

By: *Paulina Rodriguez*

Subscribed and Sworn to me this 16 day of August, 2023.

Commission Number: 21009617

Expiration Date: 07/22/25



THE NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality this _____ day of _____, 2023.

Office of the General Counsel

Approved by The City of Norman Authority on this _____ day of _____, 2023.

By: _____

Larry Heikkila, Mayor

ATTEST:

By: _____

Brenda Hall, City Clerk

K-2122-81 Griffin Park - Exhibit A

August 8th, 2023

Wade Thompson
Parks Superintendent
City of Norman

RE: City of Norman – Griffin Park Phase 6-C
East Road North Extension
Recommendation Award Letter #4

Dear Mr. Wade Thompson,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of three hundred thirty-three thousand thirty-one dollars (**\$333,031**).

These funds are to be utilized as an allowance. The intent is to price with existing subcontractors to award as change orders. All contractual limits to be 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.

Exhibit E is the basis for the GMP. This budget was figured from the Griffin Soccer Complex Phase 6 - East Road North Extension plans dated 07-20-2023.

Please contact me should you have any questions.

Sincerely,

Ethan James
Preconstruction Engineer
Crossland Construction Company

CROSSLAND
CONSTRUCTION COMPANY, INC.

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

**EXHIBIT B
GMP AMENDMENT NO. 4
LIST OF DRAWINGS/SPECIFICATIONS**

LIST OF DRAWINGS

C6.0 Paving General Layout
C6.1 Paving Plan and Profile
C6.2 Paving Plan and Profile
C6.3 Paving Plan
C6.4 Paving Plan
C6.5 Paving Details

LIST OF SPECIFICATIONS

Division 1 - General:

01050 Field Engineering
01152 Application for Payment
01200 Project Meetings
01340 Submittals
01380 Pre-Construction Photographs
01500 Temporary Facilities and Controls
01510 Site Access
01700 Contract Closeout
01720 Project Record Documents
01730 Operation and Maintenance Data

Division 2 - Site Work:

02000 Site Work
02070 Selective Demolition
02100 Site Preparation
02211 Rough Grading
02220 Earthwork
02265 Finish Grading
02400 Site Drainage
02445 Vinyl Coated Chain Link Fencing
02810 Irrigation
02934 Sodding
02939 Sprigging

Division 3 - Concrete:

03100 Concrete Formwork
03210 Steel Reinforcement
03300 Cast-In-Place Concrete
03345 Concrete Finishing

Division 7 - Moisture Protection:

07900 Sealants

Structural Specifications:

- Table of Contents
042200 Concrete Unit Masonry
061000 Rough Carpentry
061753 Shop Fabricated Wood Trusses

**EXHIBIT C
GMP AMENDMENT NO. 4 LIST OF
ALLOWANCES**


All GMP line items to be utilized as an allowance. Pricing to be approved by City of Norman.

EXHIBIT D
GMP AMENDMENT NO. 4 Assumptions

1. City of Norman to provide and install all landscaping.
2. City of Norman to complete demolition as required per plans and specifications.
3. Specifications and materials submitted for Griffin Park Phase 6 are to be used for the East Road – North Extension.

**EXHIBIT E
GMP AMENDMENT NO. 4**

GMP Summary

Trade Package #		Trade Package Description		Subcontractor
East Road North Extension				
Project:		East Road - North Extension		
Date:		August 8, 2023		
31A		Demo and Earthwork	\$ 89,455	Hook Construction
32B		Asphalt and Site Concrete	\$ 162,300	Turning Point
SUBTOTAL DIRECT COSTS			\$ 251,755	
3.0%		Contractor Contingency	\$ 7,553	
1.5 MO		Gen. Conditions	\$ 40,350	
1.5 MO		Project Requirements	\$ 18,938	
0.85%		Insurance	\$ 2,708	
3.65%		Construction Mgmt. Fee	\$ 11,728	
TOTAL ESTIMATED CONSTRUCTION COST			\$ 333,031	

Bid Tab



Jason Lohaus - Estimator
 turningpoint.lohaus@gmail.com
 Cell: 405-255-3395
 Office: 405-579-7663
 Fax: 405-579-1693
 Federal ID: 71-0913108
 PO Box 1805 | Blanchard OK 73010

July 27, 2023 REVISED

RE: Griffin Sports Complex Phase 6 (Add North Road) – 1001 E Robinson St, Norman

PAVING PROPOSAL:

- Per revised civils dated 7/20/23
- Concrete @ curbs to be 3500 PSI A/E per current project specs
- Stabilize 6" of subgrade utilizing 4% Lime beneath asphalt paving per current project specs and Geo
- Install 32" concrete curb and gutter per detail SH C6.3
- Place five and a quarter inch (5.25") thick asphaltic paving – 3.25" / S3 REC & 2" / S5 REC per detail SH C6.3
- Saw cut control joints in curbs
- Add 2 PC flumes
- Add 3 yield stencils, 3 yield signs, 3 yield bars and painted gores
- Construction Staking
- Payment and Performance Bonding
- (Labor, Material & Equipment included to perform above scope of work, U.N.O)

TOTAL: \$162,300.00

ASPHALT PRICING BASED OFF JULY 1st ODOT BINDER INDEX – PRICING SUBJECT TO CHANGE AFTER SEPT 30th

Exclusions: Testing, Site Grading exceeding +/- a 10th, Sealers, Erosion/Traffic Control, Backfill, Location-Relocation or Repair of Utilities, Utility Lay Out, Sleeves, Storm Water Collection Devices/Work, Demo, Offsite Washout, Head/Slope Walls, Rip-Rap Retaining Walls/Foundations, Handrails, Misc. Site Footings, CIP Steps/Ramps, Dirt work, ROW Permitting, Landscaping, Etc.

Bid Tab



PROPOSAL

TURNKEY CIVIL CONSTRUCTION

July 31, 2023

Crossland Construction Company

Griffin Soccer North Drive Change

SCOPE OF WORK

Strip site & Stockpile

Cut fill and compact new road area to subgrade

Leave any excess materials stockpiled on site

Machine finish grade to +/- one tenth of a foot

Machine backfill curbs and replace topsoil

TOTAL ----- **\$89,455.00**

Bill Estell

Hook Construction, LLC
304 S Czech Hall Road Tuttle, Ok 73089
Mailing: PO Box 3125 Coppell, Tx 75019
Phone: 405 740 3031
E-mail: Bill@dirtpush.com

General Conditions

General Conditions		CROSSLAND											
East Road North Extension		CONSTRUCTION COMPANY, INC.											
Team Members	(\$/hr)	Staff Assignments	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	Total Hours	Total \$	
Construction Staffing			1	2	3	4	5	6	7	8			
TBD	\$ 125	Sr. Project Manager									0	\$ -	
Blake Madden	\$ 100	Project Manager	87	44							131	\$ 13,050.00	
TBD	\$ 80	Asst. Project Manager									0	\$ -	
TBD	\$ 70	Project Engineer									0	\$ -	
Codey Bellomy	\$ 105	Project Superintendent	173	87							260	\$ 27,300.00	
TBD	\$ 85	Asst. Superintendent									0	\$ -	
TBD	\$ 75	Field Engineer									0	\$ -	
TBD	\$ 65	Safety Inspector									0	\$ -	
Total Labor in General Conditions											391	\$ 40,350.00	

Project Requirements

Project Requirements				
		Project Duration (mo)	1.5	CROSSLAND CONSTRUCTION COMPANY, INC.
		Total SF	0	
East Road North Extension				
Construction Services	\$	Cost Type	Notes for Clarity	
1	CM Field Office, Furniture, & Furnishings	\$ -	PRs	\$0 @ 1.5 mo & \$0
2	Office Supplies	\$ -	PRs	\$0 @ 1.5 mo & \$0
3	Project Sign	\$ -	PRs	\$0 @ 1 each & \$0
4	Superintendent Vehicles	\$ 1,500.00	PRs	\$1000 @ 1.5 mo & \$0
4	PM Vehicles	\$ 1,500.00	PRs	\$1000 @ 1.5 mo & \$0
5	Superintendent Fuel Expense	\$ 900.00	PRs	\$600 @ 1.5 mo & \$0
5	PM Fuel Expense	\$ 900.00	PRs	\$600 @ 1.5 mo & \$0
6	Jobsite Radios/Phones & Internet	\$ 225.00	PRs	\$150 @ 1.5 mo & \$0
7	Copy Machine & Maintenance	\$ -	NC	\$0 @ 1.5 mo & \$0
8	Computers, Usage, & Maintenance	\$ -	NC	No Charge
9	Reproduction & Plan Software	\$ 750.00	PRs	\$500 @ 1.5 mo & \$0
10	Field Office Telephone & Internet	\$ -	NC	\$0 @ 1.5 mo & \$0
11	Postage & Expressage	\$ -	NC	No Charge
12	Office Janitorial	\$ -	NC	\$0 @ 1.5 mo & \$0
13	Mobilization / Demobilization	\$ 1,500.00	PRs	\$1500 @ 1 ea & \$0
14	Punchlist/Misc	\$ 2,000.00	PRs	\$2600 @ 6 wks & \$0
15	Construction Photos, Drone, & Videos	\$ -	PRs	\$0 @ 1.5 mo & \$2500
16	Job Meetings & Ceremony Expenses	\$ -	NC	No Charge
17	Record Drawings / Closeout Manuals	\$ -	NC	No Charge
18	Material Handling	\$ -	PRs	\$0 @ 1 sf & \$0
19	Temporary Electric Service	\$ -	Owner	\$0 @ 0 sf & \$0
20	Temporary Water	\$ 1,500.00	PRs	\$1000 @ 1.5 mo & \$0
21	Temporary Gas	\$ -	Owner	\$0 @ 0 sf & \$0
22	Temporary Construction Services: Fencing	\$ -	PRs	\$0 @ 200 lf & \$200
23	Security	\$ -	NC	No Charge
24	Temporary Toilets	\$ -	PRs	\$0 @ 4 ea per mo & \$150
24	Water/Ice	\$ 300.00	PRs	\$200 @ 1 ea per mo & \$0
25	Temporary Tool /Storage Trailers	\$ -	PRs	\$350 @ 1 ea per mo & \$1000
26	Dumpsters	\$ 2,182.50	PRs	\$485 @ 3 ea per mo & \$0
27	Safety	\$ -	PRs	\$0.1 @ 1 sf & \$0
28	Weekly Cleanup	\$ 1,680.00	PRs	\$1120 @ 1.5 mo & \$0
29	Final Cleanup	\$ -	PRs	\$0.5 @ 0 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	\$ -	PRs	
36	Misc Site Repairs/Sod at Demobilization	\$ -	PRs	
37	Site Survey Control Points	\$ 2,000.00	PRs	\$5000 @ 1 ea & \$0
38	Dewatering	\$ 2,000.00	PRs	\$100 @ 10 days & \$0
39	Temporary Heat	\$ -	PRs	\$480 @ 30 days & \$0
40	Floor Protection	\$ -	PRs	\$0.09 @ 0 sf & \$0
Total Construction PRs		\$ 18,937.50		

File Attachments for Item:

28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2324-57: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COPELAND DESIGN COLLECTIVE, PLLC, IN THE AMOUNT OF \$50,000 FOR THE ANDREWS PARK MASTER PLAN PROJECT AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2324-57: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COPELAND DESIGN COLLECTIVE, PLLC, IN THE AMOUNT OF \$50,000 FOR THE ANDREWS PARK MASTER PLAN PROJECT AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The 2023-24 Capital Improvement Plan included funding from the Community Park Land Development Fund for a project to hire a design consultant to create a Master Plan for Andrews Park in downtown Norman. Andrews Park is Norman's oldest park, which was included in the first plat of the original town site of Norman in 1889. It has served the community for over 100 years and includes WPA-Era structures such as the amphitheater, the stone buildings, and the rock-lined channel that passes through the park's south edge. It is also home to sports courts, practice spaces, and more recent features, such as the first splash pad built in Norman in the early 2000s, the newly constructed Blake Baldwin Skatepark, public art installations, and our most recent, inclusive playground. There is a mixture of old and new walking trails and several mature trees, although several others were lost to the tornado that damaged the park in 2012. After decades of use and countless events, concerts, and festivals, staff has determined that it is time to plan for the next 100 years of development of Norman's "central park" — starting with this design phase.

DISCUSSION:

In June 2023, Request for Proposal RFP-2223-80 for Professional Design Services for the Andrews Park Master Plan was advertised in the Norman Transcript and on the City of Norman website. The RFP was picked up by several landscape architecture firms throughout the state and regional area. Completed proposals were received from 9 design teams.

The Review committee selected five firms for interviews and subsequently recommended engaging the Copeland Design Collective, PLLC (CDC) services from Oklahoma City for this project. The CDC team is comprised of Copeland Design Collective (landscape architects from Oklahoma City); RDG Planning + Design (land use planners recently hired for the Norman

Comprehensive Plan); Butzer Architects and Urbanism (architecture firm that designed the Murrah Building Memorial, Skydance Bridge and current Inman Page-Carter Woodson Memorial Plaza in Oklahoma City, among several other local projects); and Garver Engineering (for civil engineering services).

The recommended process to develop the master plan will include utilizing a project steering committee, a public input process, and a review by the Norman Board of Park Commissioners, Parks and Recreation Staff, and the City Council. A vital part of the plan will be to get a current opinion of probable costs, funding sources, and phasing plan, so any details of the project which can be done in the near future can be proposed as part of the annual budget and work plan for the Parks and Recreation staff.

The contract with CDC includes a schedule of input, design, and deliverables, giving the city a clear vision for renovating this beloved downtown recreational space. The proposed contract indicates that CDC will provide the following services:

Task 1: Kickoff Meeting and Project Orientation	\$2,500
Task 2: Public Outreach	\$3,500
Task 3: 3-Day Design Workshop	\$36,000
<i>(includes pre-workshop input, Master Plan draft & feedback sessions)</i>	
<u>Task 4: Final Master Plan Report Documents & cost estimate</u>	<u>\$8,000</u>
TOTAL:	\$50,000

A more detailed breakdown of each task, along with proposed dates for all meetings, workshops, public presentations, and document deliveries, is included in the attached contract documents (Attachment A to Contract K-2324-57).

RECOMMENDATION: It is recommended that City Council approve Contract Number K-2324-57 to Copeland Design Collective in the total amount of \$50,000 for the Andrews Park Master Plan Project. Funding is available in Andrews Park Master Plan, Design (Account 52790050-46201; Project PR0023).

AGREEMENT
FOR
PROFESSIONAL ARCHITECTURE SERVICES

This AGREEMENT, between the City of Norman (Owner) and Copeland Design Collective, PLLC (Landscape Architect/Architect);

WITNESSETH

WHEREAS Owner intends to create a Master Plan for Abe Andrews Park as specified in the RFP #2223-80, issued by the City of Norman, located at 201 West Tonhawa Street in Norman.

WHEREAS, Owner requires design services, including a public input process, preliminary report and design documents, revised final design drawings, report narrative, phasing plan, and opinion of probable casts in connection with the Andrews Park Master Plan Project (the Services); and,

WHEREAS, Architect is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Architect agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be August 22, 2023.

ARTICLE 2 - COMPLETION DATE

The Architect shall, within 120 days following the "Effective Date" of this agreement, complete specific work tasks one through three, in accordance with the anticipated project schedule described in Attachment B—Project Schedule.

ARTICLE 3 - GOVERNING LAW

This Agreement shall be governed by the laws of the state of Oklahoma.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall perform the Services described in Attachment A, Scope of Services. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4 shall entitle the Architect to an equitable adjustment in the compensation provided in Article 5. Architect shall not perform Additional Services without prior authorization from the Owner. Additional Services shall not be authorized except by a written amendment to this Agreement.

ARTICLE 5 - COMPENSATION

Owner shall pay Architect in accordance with Attachment C, Fee Schedule.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall provide the Architect any maps, plans or records available from the owners files or as described in Attachment A—Scope of Services. The Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Owner. Owner will provide timely review of plans, reports and other documents submitted by Architect.

ARTICLE 7 - STANDARD OF CARE

Architect shall exercise the same degree of care skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Architect under similar circumstances. The Architect shall correct the Services which fail to satisfy this standard of care. No warranty, express or implied is included in this Agreement or in any drawing, specifications report or opinion produced pursuant to this Agreement.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project and the Architect's fee for the Services and in consideration of the promises contained in this Agreement, Owner and Architect agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification. Architect and Owner each agrees to defend, indemnify and hold harmless each other it's agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of Architect and Owner, such liability shall be borne by each party in proportion to it's own negligence.

- 8.3 Employee Claims. Architect shall indemnify Owner against legal liability for damages arising out of claims by Architect's employees. Owner shall indemnify Architect against legal liability for damages arising out of claims by Owner's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, Architect shall not be liable to Owner for any special, indirect or consequential damages resulting in any way from the performance of the Services.
- 8.5 Survival. Upon completion of all Services obligations and duties provided for in this Agreement or if this Agreement is terminated for any reason the terms and conditions of this Article shall survive.
- 8.6 Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Architect during the course of performing its services, and conditioned upon the fact that Owner did not previously advise Architect of the existence thereof, then and in that event:
- a. Owner and Architect agree that the scope of services, schedule, and any cost estimates shall be adjusted and compensation to Architect shall increase as is reasonably necessary. If the discovery of hazardous substances requires Architect to take immediate measures to protect health and safety, Architect agrees to notify Owner within a reasonable time following such discovery. In addition to any required adjustments in the scope of services and cost estimate, Owner agrees to reimburse Architect for the reasonable costs of implementing measures to protect health and safety.
 - b. Owner shall indemnify, defend and hold Architect, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any third party which is based upon injury or damage caused by said hazardous material or waste.
 - c. Architect shall have no responsibility for the discovery, identification, remediation or removal of hazardous materials or toxic substances on or around the Project.

ARTICLE 9 - INSURANCE

During the performance of the services under this agreement Architect shall maintain the following insurance:

- 9.1 General Liability insurance with a combined tingle limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.
- 9.2 Automobile Liability insurance not required for this contract. No auto use included for work herein.
- 9.3 Workers Compensation insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$500,000 for each occurrence.
- 9.4 Professional Liability (errors and omissions) insurance with an annual limit of \$500,000 in the aggregate.

Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days written notice to Owner. All Project contractors shall be required to include Owner and Architect as additional insured on their General Liability Insurance policies.

Architect and Owner each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, and employees for damages covered by property insurance during and after the Surveying Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Architect to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Architect shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project, (if any); (2) the failure of any contractor, subcontractor, vendor or other Project participant, not under contract to Architect, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction (if any—none anticipated) unless such responsibilities are specifically assigned to Architect in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Architect has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, Architect's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Architect. Architect does not guarantee that proposals, bids, or actual Project costs will not vary from Architect's costs estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon Owner's request Architect shall furnish Owner with specified drawings and/or data in electronic format. All documents, including but not limited to, drawings, specifications and computer software prepared by Architect pursuant to this Agreement are instruments of Service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project.

ARTICLE 13 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Architect. Architect shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Architect for all the Services performed to date, amount not to exceed the normal fee amount due for the services rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Architect's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither Owner nor Architect shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Architect under this Agreement.

Should such circumstances occur the non-performing party shall, within a reasonable use of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 15 - COMMUNICATIONS

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

Architect:

Kayla Copeland
Landscape Architect
Copeland Design Collective
718 West Sheridan Avenue
Oklahoma City, OK 73102
405-309-7373
Email: kayla@copelanddesigncollective.com

Owner:

James Briggs
Park Development Manager
City of Norman—Parks and Recreation
P.O. Box 370
Norman OK 73070
405-366-5480
Email: james.briggs@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Architect and Owner.

ARTICLE 16 - WAIVER

A waiver by either Owner or Architect of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this agreement be determined void.

ARTICLE 18 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Architect. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

[The remainder of this page intentionally left blank.]

ARTICLE 19 - SUCCESSORS AND ASSIGNS

Owner and Architect each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

IN WITNESS WHEREOF. Owner and Architect have executed this Agreement.

DATED this ____ day of _____, 2023.

CITY OF NORMAN

Owner

By: _____
Title: Director of Parks & Recreation
Date: _____

Landscape Architect

By: Karla Copeland
Title: CDC Project Manager/Owner
Date: 08/18/2023

ATTEST

Secretary

ATTEST:
Karla Sitton
Secretary Notary

Seal

Seal

APPROVED as to form and legality this 18 day of August, 2023

[Signature]
City Attorney



Attachment A

Scope of Services

Task 1 – Andrews Park Master Plan

1. ***Kick-off Meeting and Project Orientation:*** There will be an initial kick-off meeting with representatives from the City of Norman staff to confirm project expectations and discuss key issues and expected outcomes. It is anticipated that the ongoing planning efforts and coordination between the City of Norman staff and Norman Board of Parks Commissioners will yield important information related to specific potential constraints and opportunities. Specific goals for the meeting will include:
 - a. confirm the project objectives;
 - b. identify key project stakeholders;
 - c. identify other relevant prior plans and studies;
 - d. identify communications channels and project personnel;
 - e. discuss previous relevant plans, studies, and information, including the most current 2009 Norman Parks and Recreation Master Plan, and any prior open space and recreation plans and studies that will affect the design of Andrews Park;
 - f. outline a community outreach process;
 - g. outline design process and workshop;
 - h. outline anticipated agency and regulatory coordination and approvals;
 - i. identify targeted project budget and schedules.
 - j. Deliverables: meeting minutes delivered digitally to Park Staff.
 - k. Design Team members involved: Copeland Design Collective (in-person), RDG (Virtual), BAU (Virtual), and Garver (Virtual).

2. ***Public Outreach:*** To assure that ample opportunity is provided for input by the community and project steering committee, a public process that solicits input from Norman residents and constituent groups will be conducted.
 - a. **Steering Committee Meetings:** The City of Norman staff will establish a project Steering Committee to provide input to the process and serve as a sounding board for our recommendations. Members of the Steering Committee may include Norman officials, members of the downtown business community, civic leaders, representatives of recreational associations, and others which may be identified. During these meetings, the committee will identify key issues, review proposed findings, discuss alternative solutions, and refine the recommendations. At a minimum two (2) Steering Committee meetings will occur at the following stages in the design process:
 - i. ***Meeting 1:*** Introduce project, clarify objectives, gather input as to priorities for evaluating alternatives, and identify resources and challenges. Discuss project goals and programming vision. This will occur on Day 1 of the Design Workshop.
 - ii. ***Meeting 2:*** Present draft Master Plan and solicit feedback on concepts and implementation strategy. This will occur on Day 3 of the Design Workshop.
 - b. **Public Meeting – Picnic in the Park:** One (1) public meeting will be held during the course of the project to discuss existing park amenities and gather community input on the vision for Andrews Park. The one meeting will occur the night before the Design Workshop and include a picnic-

- style theme with lemonade & cookies. The Design Team will coordinate with the City of Norman for the location in Andrews Park and solicitation of the Public Meeting.
- c. Deliverables: meeting minutes and summary of public meeting findings will be delivered digitally to Park Staff.
 - d. Design Team members involved: Copeland Design Collective, RDG, BAU, and Garver.
3. **Design Workshop:** The Design Team will host a three (3) days master planning workshop.
- a. **Day 1:** The workshop attendees will walk Andrews Park together and discuss opportunities and constraints through the Steering Meeting 1 – City staff and steering committee shall attend. Virtual review of similar parks. Goals and programming will be determined. Spatial analysis to begin. Meeting 1 will be held at Andrews Park for the first half of the day, then the steering committee will be dismissed. The second half of the day will be held in a final downtown location TBD with City Staff.
 - b. **Day 2:** Design day – the design team will begin a charrette and develop ideas for Andrews Park. Lunch will be provided for all in attendance. Park staff shall join the charrette. Towards the end of the day, Design Team will Present initial findings and preliminary recommendations, and solicit feedback from City staff. Design day’s final downtown location is TBD.
 - c. **Day 3:** Design day – the Design team will work to tighten up the Andrews Park master plan. Sketches, illustrations, and concept development will be formed. Towards the end of the day Steering Meeting 2 will occur, the design team will present the draft Master Plan and solicit feedback on concepts and implementation strategy from City Staff and steering committee. Design team will leave knowing final design decisions and revisions to close out the workshop and update the master plan.
 - d. Deliverables: meeting minutes delivered digitally to Park Staff and scanned copies of the final design from the charrette.
 - e. Design Team members involved: Copeland Design Collective, RDG, BAU, and Garver.
4. **Final Report Document:** All the work products described above will be assembled into a formal bound report and furnished as a draft for review by the City of Norman staff and Norman Board of Parks Commissioners at the Norman Board of Parks Commissioners monthly meeting. This will also be a public opportunity for the community to attend and give any final feedback on the master plan. The goal of this meeting is to receive a recommendation of approval for adoption to City Council, with the understanding that the Park Commissioners’ edits will also be implemented before the final report to City Council. After this meeting, any necessary revisions will be incorporated, and a final report will be issued for City Council review, with the goal of the adoption of the master plan. Final documents will be furnished in both hardcopy and electronic formats, in quantities and specific electronic formats as desired. Final deliverables comprising the Plan will include:
- a. **Narrative Report:** A final narrative report that describes the project goals, methodology, and results. The final report will be submitted to the City of Norman City Council for adoption/acceptance. The report will include a stand-alone Executive Summary containing the main points of the full document.
 - i. **Phasing Plan:** Prioritized list of projects and actions, broken into short-term, medium-term, and long-term phases, depending on cost, complexity, readiness for implementation, and other relevant factors.

- ii. *Permit Assessment*: Determine all necessary environmental clearances that may be required. Determine necessary local, state, and federal permits to complete the project.
 - iii. *Opinion of Probable Cost*: Opinion of probable cost for recommended improvements.
 - iv. *Funding Sources*: Identify specific potential sources for capital funding to make improvements, including eligible grant programs, and other strategies.
 - v. *Recreation Programming*: Summary of recommended programs, as identified during the outreach process.
- b. *Final Master Plan*: Master plan and illustrations will be provided as presentation-size hard copy originals, as well as in electronic format. Drawings will include one (1) final master plan and two (2) perspective renderings.
 - c. *Digital Flashdrive*: Containing the Study Report and Maps and Plans in a digital, reproducible format.
 - d. *Meeting Minutes* and other records of project correspondence.
 - e. Formal Andrews Park Resolution accepting the Report.
 - f. Deliverables: Final master plan report delivered digitally to Park Staff, four (4) complete printed sets of all masterplan documents.
 - g. Design Team members involved: Copeland Design Collective, RDG, BAU, and Garver.

Attachment B**Project Schedule**

<u>Description</u>	<u>Date</u>
City Council – Notice to Proceed	August 22, 2023 @ 6:30 PM
Project Kick-Off Meeting with Board of Park Commissioners	September 7, 2023 @ 5:30 PM
Public Outreach – Picnic in the Park	September 11, 2023 @ 5:30 PM
Design Workshop	September 12-14, 2023
Draft Master Plan Report to the City of Norman Staff and Board of Park Commissioners	September 22, 2023
Present Master Plan to Board of Park Commissioners	October 5, 2023 @ 5:30 PM
Complete Master Plan	October 27, 2023
Present Master Plan to City Council	November 14, 2023 @ 6:30 PM

Attachment C

Fee Schedule (Task 1 - Andrews Park Master Plan)

<u>Description</u>	<u>Fee</u>
Task 1 – Andrews Park Master Plan <i>1. Kick-off Meeting and Project Orientation</i>	\$2,500.00
Task 1 – Andrews Park Master Plan <i>2. Public Outreach</i>	\$3,500.00
Task 1 – Andrews Park Master Plan <i>3. Design Workshop</i>	\$36,000.00
Task 1 – Andrews Park Master Plan <i>4. Final Report Document</i>	\$8,000.00
Task 1 – Andrews Park Master Plan TOTAL	\$50,000.00

File Attachments for Item:

29. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-60: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND KANSAS STATE BANK FOR THE PURCHASE OF COMMERCIAL FITNESS EQUIPMENT AT THE ADULT WELLNESS AND EDUCATION CENTER IN THE AMOUNT OF \$304,092.48 AS OUTLINED IN THE STAFF REPORT; AND APPROPRIATION OF \$71,692.90 OF CAPITAL FUND BALANCE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/22/23

REQUESTER: Veronica Tracy, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-60: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND KANSAS STATE BANK FOR THE PURCHASE OF COMMERCIAL FITNESS EQUIPMENT AT THE ADULT WELLNESS AND EDUCATION CENTER IN THE AMOUNT OF \$304,092.48 AS OUTLINED IN THE STAFF REPORT; AND APPROPRIATION OF \$71,692.90 OF CAPITAL FUND BALANCE.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

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

The AWE was authorized in the NORMAN FORWARD initiative in 2015 but was unfunded at that time. The AWE was later funded through two Council actions: re-allocation of Norman Forward funds through securing the Griffin Park land with a long-term land lease instead of a land purchase (\$7.4 million); an allocation of \$4.8 million from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements (Resolution R-2021-63); and a land exchange with the Norman Regional Hospital System where the City received \$426,000 in cash and what was then appraised for \$1.2 million in property (718 N. Porter) for a total of a \$14 million budget for construction and design. On December 13, 2022, the Council appropriated \$1.2 million in General Fund balance to up-front the anticipated revenue from the sale of the 718 N. Porter property. The sale proceeds have not been reimbursed to the General Fund; effectively the General Fund has contributed \$1.2 million to the AWE project.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design and construction documents and is assisting with construction administration through the project's completion. The AWE project is scheduled to open in late Fall of this year; final furniture, fixture, and equipment purchases are being made. A sub-consultant assigned to this project has designed the fitness area of the facility and specified appropriate fitness equipment. Staff requested three quotes for the specified machines and have selected the lowest and best quote available.

DISCUSSION:

The equipment specified in this project includes Stairmasters, treadmills, cross trainers, recumbent and upright bikes, as well as weight machines like a chest press, a leg curl machine, and a pulldown machine, and free weights were selected for aesthetics, durability and ease of use, to accommodate the needs of the AWE patrons. The price for this equipment for the Adult Wellness and Education Center is \$304,092.48, which will be financed through the Norman Municipal Authority and repaid over five years. The equipment will be subject to warranty for the entire period of the financing agreement and a remaining value may be credited against future equipment purchases, should the current equipment be traded for newer models subject to future warranty. The first year of debt service payments is requested to be paid from the Capital Sales Tax Fund, with future year payments to be allocated in Norman Forward Sales Tax Fund budgets.

RECOMMENDATION 1:

It is recommended that City Council approve the purchase of fitness equipment in the amount of \$304,092.48 to be used at the Adult Wellness and Education Center as follows:

Vendor for Equipment Financing:	Kansas State Bank
Contract amount:	\$304,092.48
Annual Payment:	\$71,692.90 (5 annual payments)
Requested Amount in FYE 2024:	\$71,692.90
Account:	Debt Service – Principal (Account 50930149-47001)

RECOMMENDATION 2:

Staff further recommends an appropriation of Capital Fund Balance in the amount of \$71,692.50 (Account 50-29000) to Debt Service - Principal (Account 50930149-47001).



2627 KFB PLAZA, SUITE 202E
MANHATTAN, KS 66503 | 785-587-4000

SENT VIA EMAIL: VERONICA.TRACY@NORMANOK.GOV; MAYOR@NORMANOK.GOV

August 4, 2023

Ms. Veronica Tracy
City of Norman, Oklahoma

Re: Financing for City of Norman, Oklahoma and Norman Municipal Authority for Assorted Fitness Equipment

Dear Ms. Tracy:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. **All required documentation must be received by 3:00pm CST in order to fund the following business day.**

The interest rate you have been quoted is valid through August 7,, 2023 (subject to the Conditions to Funding on the attached Documentation Instructions).

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Demi Morris
Client Relations Specialist

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
 - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution – City and Authority**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
 - ◆ The board secretary or board clerk of Obligor must attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
 - ◆ Sign and print name and title
 - ◆ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
10. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
11. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
12. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by October 13, 2023, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503

3361832%CONTRACT%06.15.2023

OK SFP Non-App NBQ VPA

GOVERNMENT OBLIGATION CONTRACT**Obligor**

City of Norman, Oklahoma
201 West Gray Street
Norman, Oklahoma 73069
Federal Tax ID: 73-6005350

Obligee

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Norman Municipal Authority
201 West Gray Street
Norman, Oklahoma 73069
Federal Tax ID: 73-0770170

Dated as of June 15, 2023

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means collectively the City and the Municipal Authority listed above and which are financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any liens, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligor or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Ratification of Contract Term

Section 4.01 Ratification of Contract Term. Obligor shall not incur any obligation in excess of the income and revenues provided under the Original Term or any subsequent Renewal Term because Obligor shall have the right to terminate all of its obligations regarding Contract Payments at the end of the Original Term or any subsequent Renewal Term. The Governing Body of Obligor shall notify Obligor in writing of their decision to terminate their obligations regarding Contract Payments as soon as the decision to terminate is made and in any event not later than 30 days after the end of their Budget Year. If Obligor does not notify Obligor of its intention to terminate the Contract in writing within 30 days after the end of the Budget Year then the Contract shall be deemed to be mutually ratified by both parties and shall continue in full force and effect for the next Renewal Term. If Obligor terminates this Contract under this provision then Obligor shall immediately deliver the Equipment to Obligor as provided below in Section 9.04. Obligor will be liable for all damages to the Equipment other than normal wear and tear. If the Obligor fails to deliver the Equipment to the Obligor then the Obligor shall have the right to enter the premises where the Equipment is located and take possession of the Equipment and charge the Obligor for the costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligor with a certificate of Insurance which lists the Obligor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The

security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligor. All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligor approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligor is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligor, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligor may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligor has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligor in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligor executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligor agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligor selects that is acceptable to Obligor (including Obligor or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligor of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligor to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligor.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligor that all the down payment

funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall, at Obligee's sole discretion, either a) be returned to Obligor, or b) be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Should Obligee decide to apply the Surplus Amount to the then applicable Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested solely by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Norman, Oklahoma

Signature
Larry Heikkila, Mayor and Chairperson

Printed Name and Title

KS StateBank

Signature
Jaymie Paavola-Luckert, Vice President

Printed Name and Title

Norman Municipal Authority

Signature
Larry Heikkila, Mayor and Chairperson

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Assorted Fitness Equipment including Two (2) 8-Series Gauntlet X StairMasters, Two (2) FreeMotion Smart Series Incline Trainers, Six (6) Star Trac 8 Series TR Treadmills, Four (4) Star Trac 8 Series Cross Trainers, Four (4) NuStep T6Pros, Two (2) FreeMotion 22 Series Coach Bicycles, One (1) NuStep UE8 Pro Upper Body Ergometers, Three (3) Star Trac 8 Series Recumbent Bicycles, Two (2) Star Trac 8 Series Upright Bicycles, One (1) Nautilus Inspiration Vertical Press, One (1) Nautilus Inspiration Shoulder Press, One (1) Nautilus Inspiration Vertical Row, One (1) Nautilus Inspiration Leg Press, One (1) Nautilus Inspiration Leg Extension, One (1) Nautilus Inspiration Seated Leg Curl, One (1) Nautilus Impact Lateral Pull Down, One (1) Nautilus Inspiration Abductor/Adductor, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) Nautilus Inspiration Chin Dip Assist, One (1) Nautilus Cross-Over Cables, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) TKO 5-50lb Signature Urethane Dumbbell Set, One (1) Nautilus Leverage Smith Machine, One (1) Nautilus Half Rack, One (1) TKO 20-110lb Fix Curl Bar Set and Two (2) Torque X-Create 2 Module Storage Walls

Physical Address of Equipment after Delivery : 602 N. Findlay Ave., Norman, OK 73071

EXHIBIT B
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$304,092.48
Total Number of Payments:	Five (5)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$71,692.90	\$0.00	\$71,692.90	\$247,799.01
2	15-Jun-24	\$71,692.90	\$20,854.60	\$50,838.30	\$191,246.63
3	15-Jun-25	\$71,692.90	\$16,292.58	\$55,400.32	\$131,238.90
4	15-Jun-26	\$71,692.90	\$11,321.18	\$60,371.72	\$67,564.70
5	15-Jun-27	\$71,692.90	\$5,903.66	\$65,789.24	\$0.00

City of Norman, Oklahoma

 Signature
 Larry Heikkila, Mayor and Chairperson
 Printed Name and Title

Norman Municipal Authority

 Signature
 Larry Heikkila, Mayor and Chairperson
 Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C
ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Norman, Oklahoma

Signature
Larry Heikkila, Mayor and Chairperson

Printed Name and Title

Norman Municipal Authority

Signature
Larry Heikkila, Mayor and Chairperson

Printed Name and Title

**EXHIBIT D – CITY
OBLIGOR RESOLUTION**

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Normal Municipal Authority (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of June 15, 2023, between City of Norman, Oklahoma and Norman Municipal Authority (Obligor) and KS StateBank (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor’s behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): Larry Heikkila, Mayor and Chairperson
(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____
(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

Printed Name & Title: Larry Heikkila, Mayor and Chairperson
(Printed Name and Title of individual who signed directly above)

Attested By: _____
(Signature of Obligor's Board Secretary or Board Clerk)

Printed Name & Title: _____
(Printed Name of individual who signed directly above)

EXHIBIT D – AUTHORITY

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and Norman Municipal Authority and City of Norman, Oklahoma (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- 4. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of June 15, 2023, between City of Norman, Oklahoma and Norman Municipal Authority (Obligor) and KS StateBank (Obligee).
- 5. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): Larry Heikkila, Mayor and Chairperson
(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

- 6. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____
(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

Printed Name & Title: Larry Heikkila, Mayor and Chairperson
(Printed Name and Title of individual who signed directly above)

Attested By: _____
(Signature of Obligor's Board Secretary or Board Clerk)

Printed Name & Title: _____
(Printed Name of individual who signed directly above)

EXHIBIT E
OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Norman, Oklahoma

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

Norman Municipal Authority

Signature

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma Norman Municipal Authority (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: Commercial Fitness Solutions, Inc.
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: dmorris@ksstate.bank
or
Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

City of Norman, Oklahoma

Signature
Larry Heikkila, Mayor and Chairperson

Printed Name and Title

Norman Municipal Authority

Signature
Larry Heikkila, Mayor and Chairperson

Printed Name and Title

EXHIBIT G
SIGNATURE CARD

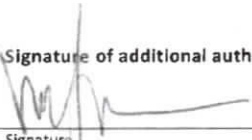
RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Norman, Oklahoma and Norman Municipal Authority.

City of Norman, Oklahoma

Signature
Larry Heikkila, Mayor and Chairperson

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor


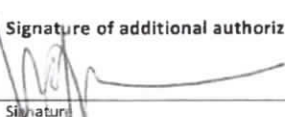
Signature
Veronica Tracy, Recreation Manager

Printed Name and Title
Signature of additional authorized individual (optional) of Obligor

Norman Municipal Authority

Signature
Larry Heikkila, Mayor and Chairperson

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor


Signature
Veronica Tracy, Recreation Manager

Printed Name and Title

EXHIBIT H
OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of June 15, 2023, between KS StateBank (Obligee) and City of Norman, Oklahoma and Norman Municipal Authority (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: Commercial Fitness Solutions, Inc.

Assorted Fitness Equipment including Two (2) 8-Series Gauntlet X StairMasters, Two (2) FreeMotion Smart Series Incline Trainers, Six (6) Star Trac 8 Series TR Treadmills, Four (4) Star Trac 8 Series Cross Trainers, Four (4) NuStep T6Pros, Two (2) FreeMotion 22 Series Coach Bicycles, One (1) NuStep UE8 Pro Upper Body Ergometers, Three (3) Star Trac 8 Series Recumbent Bicycles, Two (2) Star Trac 8 Series Upright Bicycles, One (1) Nautilus Inspiration Vertical Press, One (1) Nautilus Inspiration Shoulder Press, One (1) Nautilus Inspiration Vertical Row, One (1) Nautilus Inspiration Leg Press, One (1) Nautilus Inspiration Leg Extension, One (1) Nautilus Inspiration Seated Leg Curl, One (1) Nautilus Impact Lateral Pull Down, One (1) Nautilus Inspiration Abductor/Adductor, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) Nautilus Inspiration Chin Dip Assist, One (1) Nautilus Cross-Over Cables, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) TKO 5-50lb Signature Urethane Dumbbell Set, One (1) Nautilus Leverage Smith Machine, One (1) Nautilus Half Rack, One (1) TKO 20-110lb Fix Curl Bar Set and Two (2) Torque X-Create

Equipment: 2 Module Storage Walls

Cost of Equipment: \$304,092.48

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

City of Norman, Oklahoma and
Norman Municipal Authority
201 West Gray Street
Norman, Oklahoma 73069

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ Assorted Fitness Equipment including Two (2) 8-Series Gauntlet X StairMasters, Two (2) FreeMotion Smart Series Incline Trainers, Six (6) Star Trac 8 Series TR Treadmills, Four (4) Star Trac 8 Series Cross Trainers, Four (4) NuStep T6Pros, Two (2) FreeMotion 22 Series Coach Bicycles, One (1) NuStep UE8 Pro Upper Body Ergometers, Three (3) Star Trac 8 Series Recumbent Bicycles, Two (2) Star Trac 8 Series Upright Bicycles, One (1) Nautilus Inspiration Vertical Press, One (1) Nautilus Inspiration Shoulder Press, One (1) Nautilus Inspiration Vertical Row, One (1) Nautilus Inspiration Leg Press, One (1) Nautilus Inspiration Leg Extension, One (1) Nautilus Inspiration Seated Leg Curl, One (1) Nautilus Impact Lateral Pull Down, One (1) Nautilus Inspiration Abductor/Adductor, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) Nautilus Inspiration Chin Dip Assist, One (1) Nautilus Cross-Over Cables, Two (2) Nautilus Inspiration Dual Adjustable Pulleys, One (1) TKO 5-50lb Signature Urethane Dumbbell Set, One (1) Nautilus Leverage Smith Machine, One (1) Nautilus Half Rack, One (1) TKO 20-110lb Fix Curl Bar Set and Two (2) Torque X-Create 2 Module Storage Walls
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$304,092.48.

3. Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.

Please forward certificate as soon as possible to: Email: dmorris@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

City of Norman, Oklahoma and Norman Municipal Authority

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____



3361832%ACHAUTHORIZATION%06.15.2023

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3361832	Payment Amount \$71,122.81	Frequency of Payments Annual
Beginning Month _____ Year _____	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract City of Norman, Oklahoma Norman Municipal Authority	
Signature	Printed Name and Title Larry Heikkila, Mayor and Chairperson
Tax ID Number 73-6005350 73-0770170	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 08-04-2023

BILL TO:
 CITY OF NORMAN, OKLAHOMA AND NORMAN MUNICIPAL AUTHORITY
 ATTN: ACCOUNTS PAYABLE
 201 WEST GRAY STREET
 NORMAN, OKLAHOMA 73069

REMIT TO:
 KS STATEBANK
 GOVERNMENT FINANCE DEPARTMENT
 PO BOX 1608
 MANHATTAN, KS 66505
 FOR INQUIRIES: (877) 587-4054
NOTE: The address listed above is for payments only

ACCOUNT NUMBER	INVOICE NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3361832	61832-06-2023	At Closing	At Closing	\$71,692.90

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF JUNE 15, 2023	PAYMENT AMOUNT: \$71,692.90
ASSORTED FITNESS EQUIPMENT	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$71,692.90
	TOTAL DUE

8038 REVIEW FORM

Item 29.

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name Norman Municipal Authority	2 Issuer's employer identification number (EIN) 73-0770170
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 201 West Gray Street	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Norman, Oklahoma 73069	7 Date of issue 06/15/2023
8 Name of issue Government Obligation Contract	9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Mr. Larry Heikkila, Mayor	10b Telephone number of officer or other employee shown on 10a (405) 366-5402

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe Assorted Fitness Equipment	18	316,685	34
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 06/15/2027	\$ 316,685.34	\$ 304,092.48	2.993 years	8.781 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	316,685	34
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	12,592	86
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28		
29 Total (add lines 24 through 28)	29	12,592	86
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	304,092	48

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ ▶ Larry Heikkila, Mayor and Chairperson
 Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
H. Evan Howe	<i>H. Evan Howe</i> 2023.08.07 08:38:38 -0500	08/04/2023		P01438994
Firm's Name ▶	Firm's EIN ▶			
Baystone Financial LLC	48-1223987			
Firm's Address ▶	Phone no.			
10601 Mission Road, Suite 200, Leawood, KS 66206	(800) 752-3562			