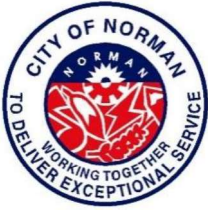


**File Attachments for Item:**

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDDING BID-2324-43, AND CONTRACT K-2425-42: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MULTISPORTS, LLC, IN THE AMOUNT OF \$272,842, MAINTENANCE BOND MB-2425-17, PERFORMANCE BOND B-2425-23; AND STATUTORY BOND B-2425-24 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR PICKLEBALL COURTS CONSTRUCTION PROJECT, AND ADOPTION OF RESOLUTION R-2425-35, GRANTING TAX EXEMPT STATUS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 8/27/2024

**REQUESTER:** Jason Olsen, Director of Parks and Recreation

**PRESENTER:** Jason Olsen, Director of Parks and Recreation

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDDING BID-2324-43, AND CONTRACT K-2425-42: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MULTISPORTS, LLC, IN THE AMOUNT OF \$272,842, MAINTENANCE BOND MB-2425-17, PERFORMANCE BOND B-2425-23; AND STATUTORY BOND B-2425-24 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR PICKLEBALL COURTS CONSTRUCTION PROJECT, AND ADOPTION OF RESOLUTION R-2425-35, GRANTING TAX EXEMPT STATUS.

### BACKGROUND:

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

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

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

building as part of their work. There is also a citywide occurrence of requests for outdoor pickleball courts. With this in mind, a Request for Proposals (RFP) was issued to construct six lighted outdoor pickleball courts with fencing and paved walkways to and around the courts, based on the concept drawing from JHBR. Those proposing the work would be responsible for the courts' final layout and construction design, which the City will review and approve before starting construction.

It was determined that funding for the construction could either come from: 1) the funds remaining in the project once the original YFAC construction contract with GE Johnson was closed, or 2) from other funding sources, such as the parks portion of the City's Room Tax. It is anticipated that construction for other outdoor sports courts or fields at the YFAC may be needed in the coming years, as funding allows, and as customer demands drive our programming at this very popular new facility.

### **DISCUSSION:**

On March 9 and 16, 2024, RFP Number 2324-43 for the YFAC Pickleball Courts Project was advertised in the Norman Transcript, Southwest Construction News, e-Plan, i-Square Foot, Bid News, and the City's website. Bid packets were distributed to six general construction contractors, five of whom responded with complete proposals.

The Parks Development Division reviewed the proposals, which included a base bid to do the work, including the final design and layout based on the schematic design prepared by JHBR Architecture. When the different proposals were compared, it was determined that the bid from Multisports, LLC (Multisports) presented the best pricing to fulfill the project's goals. The lighting for each bidder was included as part of the lump-sum proposal. Once a low bidder was chosen and notified, however, staff requested that a revised estimate of the work be provided that did not include the lighting. Pickleball is a sport that can be played day or night, and lights can be added after the courts are constructed, as long as there is a way to connect the light poles to a power source without damaging the court surfaces.

It was determined that the installation of the lighting would be delayed and the construction of the courts would be done in anticipation of lighting being added in the future.

Staff recommends awarding Contract Number K-2324-42 to Multisports, LLC, in the amount of \$272,842 for the YFAC Outdoor Pickleball Courts Construction Project. The funding is proposed to come from an appropriation from the parks development portion of the Room Tax Fund balance. Appropriated funds will be used to cover the cost of the courts' construction as well as the costs the City of Norman anticipates to pay for concrete testing and other third-party services associated with the project.

**RECOMMENDATION 1:** It is recommended that the City Council appropriate \$290,000 from the Room Tax Park Development Fund Balance (23-79000) into YFAC Outdoor Pickleball Courts, Construction (Account 23793375-46101; Project RT0093)

**RECOMMENDATION 2:** It is recommended that Bid Number 2324-43 be awarded to Multisports, LLC, in the amount of \$272,842 for the YFAC Outdoor Pickleball Courts Construction Project.

**RECOMMENDATION 3:** It is further recommended that the City Council approve Contract K-2425-42, Performance Bond B-2425-23, Statutory Bond B-2425-24, and Maintenance Bond MB-2425-17 for the YFAC Outdoor Pickleball Courts Construction Project.

**RECOMMENDATION 4:** It is further recommended that Multisports, LLC, be authorized and appointed as project agent for the YFAC Outdoor Pickleball Courts Construction Project by Resolution R-2425-35 to avoid the payment of sales tax on materials purchases related to the project.

Contract # K-2425-42

**CONTRACT**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Multisports, LLC, hereinafter designated as “Contractor”, and the City of Norman, a municipal corporation, hereinafter designated as “City”.

**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:

**YOUNG FAMILY ATHLETIC CENTER OUTDOOR PICKLEBALL COURTS**

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, in 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 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 total sum named in the proposal, to wit: Two Hundred Seventy Two Thousand Eight Hundred Forty Two DOLLARS and Zero CENTS (\$272,842.00);

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

1. The Contractor shall, in a good and first-class, workmanlike manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:
  - i. Specifications, Provisions and Bonds 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.) NONE
  - ii. The Notice to Bidders published in the Norman Transcript March 9 and 16, 2024; the Request for Proposal (RFP#2324-43), containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal;

Contract # K-2425-42

each of said instruments on file in the office of the City Clerk of the City of Norman, are made part of this contract as if fully written in detail herein or attached thereto.

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

2. The City shall make payments to the Contractor in the following manner:

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

3. It is further agreed that the Contractor will commence said work within Ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in One Hundred Twenty (120) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

Contract # K-2425-42

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

City:

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

Contractor:

Multisports, LLC:  
Mitch Pinkham; Managing Member  
301 W. 53<sup>rd</sup> Street N.  
Wichita, KS 67204

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

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

Contract # K-2425-42

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



Contract # K-2425-42

- vii. *Nondiscrimination:* Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.
- viii. *Non-Waiver:* No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
8. The sworn, statement below must be signed and notarized before this Contract will become effective.

*[Signatures on following page]*

Contract # K-2425-42

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

**CONTRACTOR**

Corporate Seal

\_\_\_\_\_

Multisports LLC  
Company Name

ATTEST: \_\_\_\_\_  
Corporate Secretary

BY [Signature]  
President or Managing Partner

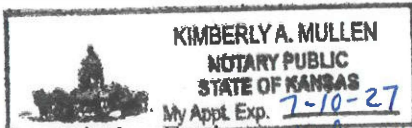
STATE OF Kansas )

COUNTY OF Sedgwick )

Mitch R. Pinkham 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 or Managing Partner

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



[Signature]  
Notary Public

My Commission Expires: July 10, 2027  
Commission Number: 1210359

**CITY OF NORMAN**

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

\_\_\_\_\_  
City Attorney

Approved by the City Council this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Bond # B-2425-24

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Multisports, LLC, as Principal, and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, 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 Two Hundred Seventy Two Thousand Eight Hundred Forty Two Dollars and No Cents (\$272,842.00), 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: Multisports, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

**YOUNG FAMILY ATHLETIC CENTER OUTDOOR PICKLEBALL COURTS**

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 Multisports, 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.

Bond # B-2425-24

ATTEST:

Multisports, LLC

Company Name

BY

Corporate Secretary

BY

Mitch Pinkham,  
Managing Member

Principal

ATTEST:

Employers Mutual Casualty Company

BY

Justin Rosen  
Corporate Secretary (Surety)

BY

Karl E. Flemke,  
Attorney-in-Fact

Surety

COLORADO

DENVER

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

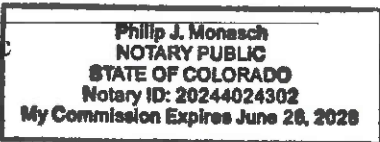
Before me, the undersigned, a Notary Public in and for said County and State on this 16th day of August, 2024 personally appeared Karl E. Flemke to me known to be the identical person who executed the foregoing, and acknowledged to me that he executed the same as Attorney-in-Fact free and voluntary act 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: June 26, 2028

Commission Number: 20244024302



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

City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

Mayor

City Clerk

Bond # B-2425-23**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Multisports, LLC, as Principal, and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, 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 Two Hundred Seventy Two Thousand Eight Hundred Forty Two Dollars and No Cents (\$272,842.00), 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.:

**YOUNG FAMILY ATHLETIC CENTER OUTDOOR PICKLEBALL COURTS**

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.

Bond # B-2425-23

ATTEST:

Multisports, LLC

Company Name

BY

Corporate Secretary

BY

Mitch Pinkham, Principal  
Managing Member

Employers Mutual Casualty Company

Surety Name

ATTEST:

BY

Justin Roen  
Corporate Secretary (Surety)

BY

Karl E. Flemke,  
Attorney-in-Fact

Surety

COLORADO

DENVER

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

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of August, 2024 personally appeared Karl E. Flemke to me know to be the identical person who executes the foregoing, and acknowledge to me that he executed the same as Attorney-in-Fact 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.

Philip J. Monasch  
Notary Public

**Philip J. Monasch**  
NOTARY PUBLIC  
STATE OF COLORADO  
Notary ID: 20244024302  
My Commission Expires June 28, 2028

My Commission Expires: June 26, 2028

Commission Number: 20244024302

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

City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor

ATTEST:

City Clerk

Bond # MB-2425-17**MAINTENANCE BOND**

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

**YOUNG FAMILY ATHLETIC CENTER OUTDOOR PICKLEBALL COURTS**

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 Employers Mutual Casualty Company, as a corporation organized under the laws of the State of Iowa, 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 Two Hundred Seventy Two Thousand Eight Hundred Forty Two Dollars and No Cents (\$272,842.00), 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

Bond #MB-2425-17

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: \_\_\_\_\_  
Corporate Secretary Multisports, LLC  
Company Name

Mailing Address of Principal:  
301 W. 53rd St. N.  
Wichita, KS 67204

BY [Signature]  
Mitch Pinkham,  
Managing Member Principal

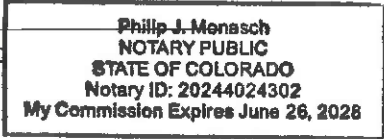
Employers Mutual Casualty Company  
Surety Name  
BY: [Signature]  
Karl E. Flemke Attorney-in-Fact

COLORADO DENVER  
STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of August, 2024, personally appeared Karl E. Flemke to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as Attorney free and voluntary act and deed for the uses and purposes therein set forth.  
-in-Fact

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

[Signature]  
Notary Public



My Commission Expires: June 26, 2028  
Commission Number: 20244024302

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

\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk



P.O. Box 712 • Des Moines, Iowa 50306-0712

### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Karl E. Flemke**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: S027781  
 Principal : Multisports, LLC  
 Obligee : City of Norman

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19<sup>th</sup> day of September, 2022.

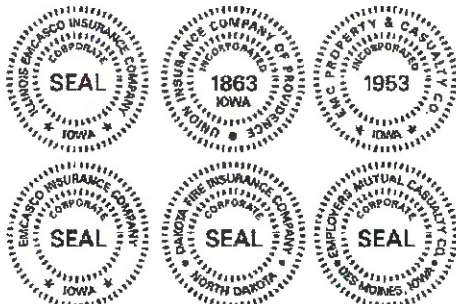
Seals

*Scott R. Jean*

Scott R. Jean, President & CEO of Company 1 Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

*Todd Stroth*

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6



On this 19<sup>th</sup> day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*  
Notary Public in and for the State of Iowa



### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19<sup>th</sup> day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16<sup>th</sup> day of August, 2024.

*Ryan J. Springer*

Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)  
08/15/2024

Item 22.

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

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

<b>PRODUCER</b> Eils & Associates Insurance Group 7501 Mission Road Suite 203 Prairie Village KS 66208	<b>CONTACT NAME:</b> Matthew Smith
	<b>PHONE (A/C, No, Ext):</b> (913) 296-7543 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> service@eainsure.com
<b>INSURED</b> Multicon Inc Multisports, LLC 301 W 53rd St N Park City KS 67204	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Ohio Security Insurance Co      24082
	<b>INSURER B:</b> Ohio Casualty Insurance Co      24074
	<b>INSURER C:</b> Accident Fund Insurance Co of America      10166
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES****CERTIFICATE NUMBER:** CL243104396**REVISION NUMBER:**

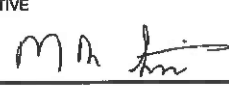
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Leased/Rented Equipment			BKS61000660	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LEASED/RENTED \$ 100,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS61000660	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO61000660	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A			100056087	09/04/2023	09/04/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			BKS61000660	03/01/2024	03/01/2025	LIMIT \$475,000 DEDUCTIBLE \$500

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

YOUNG FAMILY ATHLETIC CENTER OUTDOOR PICKLEBALL COURTS

**CERTIFICATE HOLDER****CANCELLATION**

City of Norman, OK 201 W Gray Sstreet  Norman OK 73069	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Resolution

R-2425-35

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING MULTISPORTS L.L.C., AS PROJECT AGENT FOR THE OUTDOOR PICKLEBALL COURTS CONSTRUCTION PROJECT.

- § 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 Multisports L.L.C., for the Outdoor Pickleball Courts Construction Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Multisports 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, Multisports L.L.C., to purchase materials which are in fact used for the Outdoor Pickleball Courts Construction Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Multisports 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 27th day of August, 2024, did appoint Multisports L.L.C., who is involved with the Outdoor Pickleball Courts Construction 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 Outdoor Pickleball Courts Construction Project.

PASSED AND ADOPTED THIS 27th day of August, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

