Pre-Position Agreement for Disaster Debris Management

This AGREEMENT is between City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as CITY) and TFR ENTERPRISES, INC. (hereinafter referred to as CONTRACTOR).

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the CITY hereby contracts for certain services, and CONTRACTOR is prepared to provide such services as are agreed to in this document.

The parties agree as follows:

ARTICLE 1 – EFFECTIVE DATE.

The effective date of this AGREEMENT shall be January 14th. 2025. The Agreement shall remain in effect for a three (3) year period, with the option to extend the AGREEMENT for two additional one-year periods upon mutual agreement of the parties, unless otherwise terminated as provided herein. Activation of this agreement shall be based on a Notice to Proceed (NTP) issued by the Mayor of the City of Norman.

ARTICLE 2 – NATURE OF AGREEMENT.

It is agreed and understood between the parties hereto that this is a pre-positioned or "standby" AGREEMENT. As such, there is no value associated with this AGREEMENT and actual quantities will vary based on the applicable disaster type and scope.

ARTICLE 3 - SERVICES TO BE PERFORMED.

CONTRACTOR shall perform the services as stated in the Request for Bid of Contractual Services for Disaster Debris Clearance and Removal Services (the "Request for Bid") and the CONTRACTOR'S Response attached hereto and incorporated by reference as part of this AGREEMENT, and as may be specifically authorized by the CITY. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, estimated completion date, and other pertinent details of the task being authorized.

ARTICLE 4 – COMPENSATION

CITY shall pay CONTRACTOR in accordance with the Hourly Equipment and Labor Price Schedule and Unit Rate Price Schedule included with CONTRACTOR'S Response, which is attached hereto and incorporated by reference as part of this AGREEMENT.

CONTRACTOR may submit weekly or semi-monthly invoices for services rendered in accordance with the attached Request for Bid. Invoices must reference the Task Order number. CONTRACTOR shall submit invoices on a regular basis and in no instance, for more than a thirty (30) day period. CONTRACTOR shall be paid within twenty (20) days of submitting a complete invoice. If there are any items in dispute, CONTRACTOR will be paid for those items not in dispute, and disputed items will be resolved within 45 days, and paid within 10 days of resolution. Disputed items must be submitted to CONTRACTOR within ten (10) days of the receipt of the invoices.

Payment of CONTRACTOR by CITY is not contingent upon the CITY being reimbursed by any Federal or State agency. Payment to CONTRACTOR will be made for any work directed by the CITY.

In order for both parties to this AGREEMENT to close their books and records, CONTRACTOR will clearly state "Final Invoice" on CONTRACTOR'S final/last billing to the CITY.

ARTICLE 5- INSURANCE

CONTRACTOR shall maintain insurance limits in accordance with the Request for Bid, which is hereby incorporated in its entirety by reference herein. CONTRACTOR shall provide CITY six (6) original Certificates of Insurance evidencing such coverage prior to execution of this Agreement and again within twenty-four hours of receiving a Notice to Proceed under this Agreement.

ARTICLE 6 – SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this AGREEMENT shall survive.

ARTICLE 7 – INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from and against all actions, claims, liability, loss, cost, damage or expense, of whatever kind and nature, including but not limited to those arising under Federal Employer's Liability Act, or under any Workers' Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of, arising out of or resulting from the performance of the work, caused by any act or omission of CONTRACTOR, its officers, agents, employees and subcontractors, and anyone for whose acts any of them may be liable.

ARTICLE 8 – RELATIONSHIP OF PARTIES.

The CONTRACTOR shall operate as an independent contractor, and the CITY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not

be treated as an employee with respect to the services performed hereunder for Federal or State tax, unemployment, or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, no payroll tax of any kind shall be withheld or paid by the CITY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participating in, any employee pension, health, or other fringe benefit plan of the CITY. The CITY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing. The CONTRACTOR shall comply with all federal, state, and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The CONTRACTOR shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement.

ARTICLE 9 – CITY'S RESPONSIBILITIES

CITY shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the CITY to assist CONTRACTOR in completing any assigned tasks. CITY is responsible for assisting in obtaining any permits necessary for CONTRACTOR to complete any Task Order assigned.

ARTICLE 10 – TERMINATION OF AGREEMENT

This AGREEMENT may be terminated in accordance with the terms set forth in the Request for Bid and fully incorporated by reference herein.

ARTICLE 11 – NON-DISCRIMINATION

CONTRACTOR shall recruit, hire and treat all of its employees equally without regard to race, color, religion, sex, sexual preference/orientation, gender identity or expression, age, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status.

ARTICLE 12 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the 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 the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the 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 section shall not prevent the entire AGREEMENT from being void should a provision which is of the essence of the AGREEMENT be determined to be void.

ARTICLE 13 - ENTIRETY OF AGREEMENT

The CITY and CONTRACTOR agree that this AGREEMENT, including the Request for Bid and any supplemental or related materials, and CONTRACTOR's response to said request incorporated by reference and attached hereto, sets forth the entire AGREEMENT between the parties, and that there are no promises or understandings other than those state herein. This AGREEMENT supersedes all prior contracts, representations, negotiations, letters or other communications between the CITY and CONTRACTOR pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this AGREEMENT may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 14 – MODIFICATION

The AGREEMENT may only be modified in writing by mutually-agreeable amendment executed by both CITY and CONTRACTOR.

ARTICLE 15 – SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR bind themselves and their partners, successors, assigns and legal representatives to this AGREEMENT. CONTRACTOR shall not assign this AGREEMENT without the express written approval of the CITY.

ARTICLE 16 – NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To CITY

CITY OF NORMAN, OKLAHOMA
P.O. Box 370
Norman, Oklahoma 73070
(Attn: Joseph Hill)

As To CONTRACTOR

TFR Enterprises, Inc
Tipton F Rowland
601 Leander Drive
Leander, Texas 78641

ARTICLE 17 – GOVERNING LAW AND VENUE.

The parties agree that this Agreement shall be governed by the laws of the State of Oklahoma and that any action brought to enforce the terms of this agreement shall be brought in the District Court for Cleveland County, Oklahoma.

ARTICLE 18 – BOND

Upon issuance of a Notice to Proceed or Task Order, CONTRACTOR will provide such bonds as described in the Request for Bid attached hereto.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this AGREEMENT.

DATED this 14th day of January, 2025.

CITY OF NORMAN, OKLAHOMA

By: _____

Mayor Larry Heikkila

ATTEST:

By: _____

Brenda Hall, City Clerk

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

Approved as to form and legality this 7 day of Jan, 2025.

By: _____

City Attorney's Office

CONTRACTOR

By: _____

Name: Tipton F Rowland

Title: Owner/CEO

ATTEST:

By: _____

Title: Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2024

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

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PRODUCER	CONTACT NAME:	
TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401	PHONE (A/C, No, Ext): 319-366-2723	FAX (A/C, No): 319-862-0612
	E-MAIL ADDRESS: certs@truenorthcompanies.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
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INSURER B : Nautilus Insurance Company	17370
INSURER C : Key Risk Insurance Company	10885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TFRENTE-01
TFR Enterprises Inc
601 Leander Dr
Leander TX 79641

COVERAGES **CERTIFICATE NUMBER:** 323543460 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:			ECP2043137-10	7/1/2024	3/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP2043139-10	7/1/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FFX2043138-10	7/2/2024	3/31/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CCWC426201	7/1/2024	3/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liability			ECP2043137-10	7/1/2024	3/31/2025	Occurrence Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
In accordance with policy terms and conditions: If Yes is indicated above for Additional Insured, General Liability form ECP 1246 01/21(ongoing operations), form ECP 1248 01/21 (completed operations) and Auto Liability form BENV CA06 09/17 apply. If Yes is indicated above for Waiver of Subrogation, General Liability form ECP 1259 01/21, Automobile Liability form CA 0444 10/13 and Workers Compensation form WC420304B 06/14 apply.

CERTIFICATE HOLDER

City of Norman
PO BOX 370
Norman OK 73070

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PRODUCER
TrueNorth Companies, L.C.
500 1st St SE
Cedar Rapids IA 52401

CONTACT NAME:
PHONE (A/C, No, Ext): 319-366-2723 **FAX (A/C, No):** 319-862-0612
E-MAIL ADDRESS: certs@truenorthcompanies.com

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INSURER C : Key Risk Insurance Company	10885
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INSURER E :	
INSURER F :	

INSURED TFRENTE-01
TFR Enterprises Inc
601 Leander Dr
Leander TX 79641

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C	AUTOMOBILE LIABILITY ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP2043139-10	7/1/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2043138-10	7/2/2024	3/31/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CCWC426201	7/1/2024	3/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liability			ECP2043137-10	7/1/2024	3/31/2025	Occurrence Limit	1,000,000

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AUTHORIZED REPRESENTATIVE

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500 1st St SE
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INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TFR Enterprises Inc
601 Leander Dr
Leander TX 79641

TFRENTE-01

CERTIFICATE NUMBER: 323543460 REVISION NUMBER:

COVERAGES

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	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BAP2043139-10	7/1/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			FFX2043138-10	7/2/2024	3/31/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			CCWC426201	7/1/2024	3/31/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability			ECP2043137-10	7/1/2024	3/31/2025	Occurrence Limit	1,000,000

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C	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP2043139-10	7/1/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2043138-10	7/2/2024	3/31/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CCWC426201	7/1/2024	3/31/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liability			ECP2043137-10	7/1/2024	3/31/2025	Occurrence Limit	1,000,000

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

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CERTIFICATE HOLDER

City of Norman
PO BOX 370
Norman OK 73070

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2024

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

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

PRODUCER
TrueNorth Companies, L.C.
500 1st St SE
Cedar Rapids IA 52401

CONTACT NAME:
PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 319-862-0612
E-MAIL ADDRESS: certs@truenorthcompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Carolina Casualty Insurance Company	10510
INSURER B : Nautilus Insurance Company	17370
INSURER C : Key Risk Insurance Company	10885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TFR Enterprises Inc
601 Leander Dr
Leander TX 79641
TFRENTE-01

COVERAGES **CERTIFICATE NUMBER:** 323543460 **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	
B	X COMMERCIAL GENERAL LIABILITY			ECP2043137-10	7/1/2024	3/31/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BAP2043139-10	7/1/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			FFX2043138-10	7/2/2024	3/31/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			CCWC426201	7/1/2024	3/31/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
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AUTHORIZED REPRESENTATIVE

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AUTHORIZED REPRESENTATIVE

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF GOOD STANDING

FOREIGN FOR PROFIT BUSINESS CORPORATION

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said State, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that T.F.R. ENTERPRISES, INC., a Foreign For Profit Business Corporation organized and existing by virtue of the laws of the state of TN, whose registered agent is CORPORATION SERVICE COMPANY, with its registered office at 10300 GREENBRIAR PLACE OKLAHOMA CITY 73159 USA Oklahoma, is duly qualified as a Foreign For Profit Business Corporation to transact business within the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 20th, day of August, 2024.

Secretary Of State

MAJOR WEATHER EVENTS
(Natural Disasters) IN
NORMAN
Since January, 2007

	DATE	TYPE	GUBERNATORIAL DECLARATION	PRESIDENTIAL DECLARATION	CLEANUP EXPENSES	
1	January 12, 2007	Ice Storm	Yes	Yes	$150,000.00	
2	May 4, 2007	Flood	Yes	Yes	$120,000.00	
3	June 10, 2007	Flood	Yes	Yes	$120,000.00	
4	August 19, 2007	Flood	Yes	Yes	$450,000.00	
5	December 9, 2007	Ice Storm	Yes	Yes	$6,000,000.00	*
6	December 23, 2009	Blizzard	Yes	Yes	$150,000.00	
7	January 28, 2010	Ice Storm	Yes	Yes	$150,000.00	
8	May 10, 2010	Tornado	Yes	Yes	$245,800.00	*
9	January 31, 2011	Snow Storm	Yes	No	$150,000.00	
10	June 14, 2011	Microburst	No	No	$144,200.00	*
11	April 13, 2012	Tornado	No	No	$408,075.00	*
12	August 3, 2012	Wildfire	Yes	No	$150,000.00	
13	May 19, 2013	Tornado	Yes	Yes	$334,700.00	*
14	December 20, 2013	Ice Storm	No	No	$420,000.00	*
15	May 6, 2015	Tornado	Yes	Yes	$378,125.00	
16	July 12, 2020	Microburst	No	No	$150,910.00	*
17	October 26, 2020	Ice Storm	Yes	Yes	$5,172,692.00	*
18	February 26, 2023	Tornado	No	No	$709,893.00	*
				TOTAL	$15,404,395.00	

* Major debris removal programs implemented by the City of Norman using private contracting services to supplement City services. Of the $13,586,270 in total costs for these 9 events, the City has received approximately $10,670,643 or nearly 75% in reimbursements from FEMA and OEM.

Note: The cleanup costs listed here may not include all City labor, material and equipment costs and do not include private property costs associated with each weather event.

Prepared December 17, 2024