

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-31: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING APRIL 20, 2024, AS THE 50TH BIRTHDAY OF THE COMMUNITY AFTER SCHOOL PROGRAM IN THE CITY OF NORMAN

Item 2



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/23/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-31: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING APRIL 20, 2024, AS THE 50TH BIRTHDAY OF THE COMMUNITY AFTER SCHOOL PROGRAM IN THE CITY OF NORMAN

Proclamation

P-2324-31

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, APRIL 20, 2024, AS THE 50TH BIRTHDAY OF THE COMMUNITY AFTER SCHOOL PROGRAM IN THE CITY OF NORMAN.

- § 1. WHEREAS, fifty years ago, the Community After School Program (CASP) answered the call to provide after school care in the Norman Community. Since that time, CASP has expanded, changed, and now pivoted its services, to meet the growing needs of our local community.
- § 2. WHEREAS, CASP has been a safe haven for children in the Norman Community since 1974.
- § 3. WHEREAS, CASP works to assist elementary students improve literacy outcomes by providing free 1:1 literacy tutoring.
- § 4. WHEREAS, CASP works in partnership with local organizations to bring its services to those most in need within our local community.
- § 5. WHEREAS, CASP has provided quality programming and services to thousands of children and families in the Norman Community during the past 50 years.

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

- § 6. Do hereby proclaim Saturday, April 20, 2024, as a day to celebrate the 50th birthday of the Community After School Program (CASP) and to let us recognize CASP and its critical role in the growth and development of the City of Norman by supporting working families through both childcare and now tutoring services.

PASSED AND APPROVED this 23rd day of April, 2024.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-1819-70: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN OPTIMIST CLUB TO MODIFY THEIR PAYMENT OF METERED ELECTRIC COSTS AT REAVES PARK.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/23/2024

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 AMENDMENT THREE TO CONTRACT K-1819-70: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN OPTIMIST CLUB TO MODIFY THEIR PAYMENT OF METERED ELECTRIC COSTS AT REAVES PARK.

BACKGROUND:

In November 2018, the City contracted with the Ball Clubs of Norman to manage the youth softball and baseball programs and the adult softball program. The contract auto-renewed for five (5) one-year terms, expiring in November 2023.

The contract allowed for the use of the fields at Griffin Park for these programs. In February 2019, the agreement was amended to enable the use of the fields at Reaves Park. It was further amended in 2021 to take over the adult softball programming, limit its programming to the fields at Reaves Park, and extend the contract term for five (5) more one-year terms to 2026.

For a \$1 annual payment to the City, use of equipment owned by the City, and the City's mowing the grounds weekly, the contract requires the operating entity to pay a pro-rated portion of the electric bill (will require they pay 100% in 2023), carry workers compensation and liability insurance for its programming, maintain the park areas used for programming, provide concession operations and provide a schedule of regular season play, tournaments and other sanctioned events to the City's Parks and Recreation Department.

The Ball Clubs of Norman (BCON) disbanded on December 31, 2022, and their Board voted to transfer their contract to the Norman Optimist Club ("Association"). The Association provides youth sports programming, including football, volleyball, and basketball. Amendment and Addendum No. Two to K-1819-70 was entered into on or about November 30, 2021, between the City and the Association regarding the assignment of K-1819-70 from the BCON to the Association and associated modifications to the scope of the Association's rights, obligations, and services.

DISCUSSION:

The Norman Optimist Club has requested to modify their payment of metered electrical costs at Reaves Park due to financial hardship, to which the Parks Department is agreeable. The parties now intend to amend and modify the Amendment and Addendum Two to K-1819-70 and the original agreement. The modification, as described below, waives the metered electrical costs for the current contract year and then reverts back to the original payment schedule for the last two one-year renewal terms.

The parties agree to amend paragraph (3) of K-1819-70 and section (3) of Amendment and Addendum Two to K-1819-70 to modify the NOC's payment of metered electrical cost, as follows, with "Year 3" beginning on November 30, 2023, and ending November 29, 2024:

- Year 3: 0% of the electric bill
- Year 4: 80% of the electric bill (assuming contract renewal)
- Year 5: 100% of the electric bill (assuming contract renewal)

RECOMMENDATION:

It is recommended that Amendment Three to Contract K-1819-70 be approved to allow the Norman Optimist Club to modify their payment of metered electric costs at Reaves Park for the duration outlined above.

AMENDMENT NUMBER THREE
To
CONTRACT NO. K-1819-70

WHEREAS, the City of Norman ("City") and the Ball Clubs of Norman ("BCON") entered into K-1819-70 on or about November 27, 2018 regarding the BCON's use of premises and equipment identified as and within Griffin Community Park, and

WHEREAS, the same parties entered into Addendum No. One to K-1819-70 on or about February 26, 2019, allowing and setting forth terms regarding the BCON's additional rights to utilize premises located at Reaves Park in Norman for its operations, and

WHEREAS, Amendment and Addendum No. Two to K-1819-70 was entered into on or about November 30, 2021, between the City and the Norman Optimist Club ("Association"), regarding the assignment of K-1819-70 from the BCON to the Association and associated modifications to the scope of the Association's rights, obligations, and services, and

WHEREAS, upon the effective date of this Amendment, the Association intends to occupy certain areas of Reaves Park only for the purposes of providing youth baseball and softball and adult softball programs for the use and benefit of the City of Norman, and

WHEREAS, the Association has requested a modification of their payment of metered electrical costs at Reaves Park to which the City is agreeable and the parties now intend to so amend and modify the Amendment and Addendum No. Two to K-1819-70 and the original Agreement, and

WHEREAS this Amendment No. 3 is effective this ____ day of _____, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in K-1819-70, in Addendum No. One to K-1819-70, in Amendment and Addendum No. Two to K-1819-70, and as set forth herein, the parties hereto agree as follows:

1. The parties hereby amend paragraph (3) of K-1819-70 and section (3) of Amendment and Addendum No. Two to K-1819-70 to modify the Association's payment of metered electrical cost, as follows, with "Year 3" beginning on November 30, 2023 and ending November 29, 2024:
 - Year 3: 0% of the electric bill
 - Year 4: 80% of the electric bill (assuming contract renewal)
 - Year 5: 100% of the electric bill (assuming contract renewal)

All other terms and conditions of Contract Number K-1819-70, Addendum No. One to K-1819-70, and Amendment and Addendum No. Two to K-1819-70 shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. Three to K-1819-70 as of the Effective Date. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

THE NORMAN OPTIMIST CLUB

SIGNED:

ATTEST:



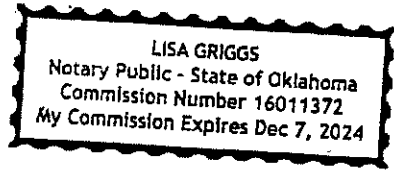
President

Corporate Secretary

Subscribed and sworn to before me this 15 day of April, 2024.



Notary Public



My commission expires: Dec 7, 2024

Commission number: 16011372

THE CITY OF NORMAN

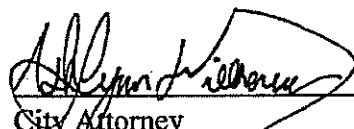
SIGNED:

ATTEST:

Mayor

City Clerk

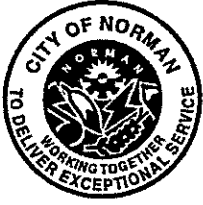
Approved as to form and legality this 16 day of April, 2024.



City Attorney

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2223-140: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ACS PLAYGROUND ADVENTURES, INC. FOR THE BENTLEY PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$200,000.00



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/23/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2223-140: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ACS PLAYGROUND ADVENTURES, INC. FOR THE BENTLEY PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$200,000.00

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which will fund various projects through a ½% sales tax increase over fifteen years. The Norman Forward Initiative includes a project to improve the City's neighborhood parks. The funds for this project are "pay-as-you-go," meaning that the City could do a few park projects per year as the funds from the sales tax are collected.

Also included in the Norman Forward initiative is a "pay-go" project to develop several new neighborhood parks throughout the town. The first new park to be developed for this project was identified as the Cedar Lane & Monterey neighborhoods' park site (Songbird Park) in southeast Norman. The second new neighborhood park currently under development is Bentley Park, located in the Bellatona neighborhood. This park will feature a playground, tennis court, pickleball court, picnic pavilion, protected areas of preserved prairie remnants, and a walking trail.

DISCUSSION:

On April 11, 2023, the City Council approved Contract Number K-2223-140 for the Bentley Park Playground project to ACS Playground Adventures, Inc., in the amount of \$200,000.00. The work included installing all play equipment and synthetic turf safety surfacing. No partial payments have been made while ordering and installing the playground equipment.

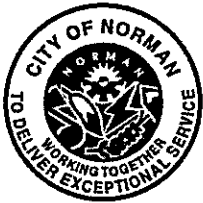
On April 10, 2024, the City of Norman Parks and Recreation staff inspected the Bentley Park project and found it complete as per the specifications for the project.

RECOMMENDATION:

It is recommended that the City Council accept the Bentley Park Playground project as complete and approve payment in the amount of \$200,000.00 to ACS Playground Adventures, Inc. Funding is available in the Norman Forward New Neighborhood Park Improvements Project, Construction (account 51798830-46101; project NFP104).

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION CONSTRUCTION AND CONTRACTING, L.L.C. FOR THE BENTLEY PARK TENNIS AND PICKLEBALL COURTS PROJECT AND FINAL PAYMENT OF \$17,102.20.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/23/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION CONSTRUCTION AND CONTRACTING, L.L.C. FOR THE BENTLEY PARK TENNIS AND PICKLEBALL COURTS PROJECT AND FINAL PAYMENT OF \$17,102.20.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which will fund various projects through a ½% sales tax increase over fifteen years. The Norman Forward Initiative includes a project to improve the City's neighborhood parks. The funds for this project are "pay-as-you-go," meaning that the City could do a few park projects per year as the funds from the sales tax are collected.

Also included in the Norman Forward initiative is a "pay-go" project to develop several new neighborhood parks throughout the town. The first new park to be developed for this project was identified as the Cedar Lane & Monterey neighborhoods' park site (Songbird Park) in southeast Norman. The second new neighborhood park currently under development is Bentley Park, located in the Bellatona neighborhood. This park will feature a playground, tennis court, pickleball court, picnic pavilion, protected areas of preserved prairie remnants, and a walking trail.

DISCUSSION:

On September 12, 2023, the City Council approved Contract Number K-2324-64 for the Bentley Park Tennis and Pickleball Courts project to Precision Construction and Contracting L.L.C., in the amount of \$208,817.00. The work included constructing one stand-alone tennis court and one stand-alone pickleball court, complete with surfacing, nets, and perimeter fencing. Two partial payments were made during the construction process.

On April 10, 2024, the City of Norman Parks and Recreation Staff inspected the Bentley Park Tennis and Pickleball Courts project and found it complete as per the specifications for the project.

RECOMMENDATION:

It is recommended that the City Council accept the Bentley Park Tennis and Pickleball Courts project as complete and approve payment in the amount of \$17,102.20 to Precision Construction and Contracting L.L.C. Funding is available in the Norman Forward New Neighborhood Park Improvements Project, Construction (account51798830-46101; project NFP104).



File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2324-71: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN YOUTH SOCCER ASSOCIATION INC., FOR THE USE AND MAINTENANCE OF GRIFFIN COMMUNITY PARK FOR A PERIOD OF FIVE YEARS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/23/2024

REQUESTER: Wade Thompson, Parks Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2324-71: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN YOUTH SOCCER ASSOCIATION INC., FOR THE USE AND MAINTENANCE OF GRIFFIN COMMUNITY PARK FOR A PERIOD OF FIVE YEARS.

BACKGROUND:

The Norman Youth Soccer Association Inc. (NYSA) has facilitated youth and adult soccer programs at Griffin Community Park since 1990. City Council last approved Contract K-1819-60 with NYSA on September 11, 2018, which has expired.

DISCUSSION:

The NYSA youth soccer program has grown rapidly since its inception in 1990, becoming one of the region's largest youth soccer organizations.

Contract Number K-2324-71 with the NYSA is the same as the previous contract, but also includes the addition of the care and use of the eleven additional fields built as part of Norman Forward, as well as updated language to meet changes in ordinances.

Contract K-2324-71 provides that NYSA will pay \$1.00 per year for the use of the Park Property as shown in Exhibit A; all electrical costs associated with the use of the facility; and shall be responsible for all grounds maintenance of the facility at its own expense. The Association also agrees to provide a detailed annual report to the Board of Park Commissioners, including revenue and expenditure information for all activities offered by the Association.

RECOMMENDATION:

It is recommended that City Council approve Contract K-2324-71 with the Norman Youth Soccer Association, Inc. for use of Griffin Community Park for the Parks and Recreation Department.

AGREEMENT

This Agreement is a contract, made and entered into this _____ day of _____, 2024 by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Youth Soccer Association, Inc., a non-profit corporation, hereinafter called "Association."

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Griffin Community Park, and which was leased from the State of Oklahoma with public funds for a period of fifty (50) years beginning in 1986 and ending in 2036 for the purpose of establishing and maintaining a public park, and

WHEREAS, the City recognizes that the said Griffin Community Park shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, the Association desires to occupy and use a certain area of the Griffin Community Park for the purpose of providing a soccer program for the use and benefit of its members, the youth of Norman, and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to the Association to use, for the purpose stated, the following described property, to-wit:

A) Those parts of the Griffin Community Park which have been developed and are known as the soccer fields, as shown on the drawing which is attached as Exhibit "A" hereto and made a part hereof.

B) Griffin Community Park Soccer Fields Number One, Two and Three as shown on the drawing which is attached hereto and made a part hereof. The Association agrees to consider and make available Griffin Community Park Soccer Fields Number One, Two and Three during periods when fields are not scheduled for use by the Association, providing request for use by other sports associations is received at least ninety (90) days in advance of requested date. The Association agrees that no fees may be charged to other sports associations for said field use other than those provided for in this Agreement.

(2) This Agreement shall renew automatically on an annual basis, unless terminated pursuant to the provisions set forth herein, for a maximum contract term of five (5) years from the date above shown.

(3) The Association agrees to pay to the City for such rights and privilege the sum of one dollar (\$1.00) per year, which sum shall be payable in advance on or before the 1st day of March each year of this Agreement.

(4) The Association agrees to pay the electrical cost for the use of Griffin Park Soccer Fields as metered. Payment shall be made to the City within thirty (30) days from date of invoice.

(5) It is agreed between the parties hereto that the purpose of operating such a soccer Association is to provide practice and playing fields, soccer facilities and equipment in Norman for youth soccer, to hold and arrange for soccer leagues, matches and competitions for the Norman community, and also to provide supervised instruction and training for players of the sport of soccer. It is understood and agreed that the Association has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(6) The Association agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by the Association's use of said right and privilege or that of its agents or employees; provided, however, that the Association shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to the Association prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect the Association, and the Association shall have the right to compromise and defend the same to the extent of its own interest.

(7) The Association shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, 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 the Association's use of said right and privilege, 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 in respect to the City's sole negligence and the Association 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 the Association, to wit:

- (A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.
- (B) Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(8) Maintenance of Property

- (A) The Association agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said ground by the Association, its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will

provide sanitation dumpsters within the Griffin Community Park Soccer Fields in coordination with the Association for the Association's and the City's use.

- (B) The Association will be responsible for all mowing at its own expense within the described grounds, which shall occur not less than two (2) times per month during the growing season.
 - (C) The Association agrees to apply adequate fertilizer, and adequate water, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.
 - (D) The Association agrees to maintain the existing irrigation system at its own expense and agrees to return said system to the City in proper working condition, normal wear and tear accepted, at such time as this lease is terminated by either party.
 - (E) The Association agrees to be responsible for the maintenance to the NYSA office building constructed in 2012. The Association shall provide insurance and reimburse the City for the electrical costs for the NYSA office building. The Association shall make reasonable efforts to make meeting space available in the NYSA office building to the City of Norman for baseball or other sports leagues to hold meetings, as needed, provided a request is made within a reasonable amount of time.
 - (F) It shall be the responsibility of the Association to maintain, locate and set into place all soccer goals within the described grounds.
- (9) Events on Property.
- (A) The Association shall schedule and periodically monitor how the premises are used. The Association shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. The Association shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that this Agreement neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of the Association. The Association's enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.
 - (B) The Association may charge an admission charge for any sanctioned tournament game or for any other sanctioned soccer event only after prior approval of the charge has been given by the Director of the City of Norman's Parks and Recreation Department or their designee.
 - (C) Unless previously agreed by the City and the Association, all tournament proceeds shall be made payable to the Association. Third party tournament hosts shall be

required to submit expenditure receipts to the Association for any proceeds derived by a tournament at the Griffin Community Park Soccer Fields. Said tournament proceeds may only be used for the purpose of benefiting the youth of Norman or those participating in the Association's programs. No other receipts shall be acceptable. Third party tournament organizers shall meet the same financial and tax reporting guidelines required of the Association by the City.

- (D) The Association agrees to provide concession operations for all league and tournament games.
- (E) The Association shall provide an overall schedule to the Director of the Parks and Recreation Department or their designee, of regular season play, as well as dates of tournaments and other sanctioned events.
- (F) The Association agrees that all subcontractor agreements shall be designed to be financially beneficial to the Association. A copy of all such agreements for short term events less than thirty (30) days in duration, shall be provided to the City seven (7) business days before the contractor begins work. A copy of all such agreements for events that are thirty (30) days or more in duration, shall be provided to the City thirty (30) business days before the contractor begins work and receive approval from the Board of Park Commissioners.
- (G) The Association agrees that no officer or member of the Association shall be allowed a commission, refund or rebate of any kind relative to the Griffin Community Park Soccer Fields or this Agreement.
- (H) It is further agreed that should the City receive a third party request to use the facilities, the Association shall make a reasonable effort to accommodate said request, said approval not to be unreasonably withheld by the Association.
- (I) The City retains the right to use the Griffin Community Park Soccer Fields for any reason with ninety (90) days' written notice to the Association. The City's use shall not interfere with the Association's recreation league events. The City's use shall also not interfere with the Association's major tournaments, the Celtic Cup and the Norman Classic Cup, so long as the schedule of events is provided to the City pursuant to Section 9(E). During such use by the City, the City will assume maintenance responsibilities of the Griffin Community Park Soccer Fields and will provide the Association a credit towards the Association's electrical costs, if any.
- (J) It is understood that the Association may charge a light fee to any group which, during its lease, is requesting light usage. Light fee must be approved by the Director of Parks and Recreation or their designee. The Association shall be responsible for activating and deactivating any and all light usage at the Griffin Park Soccer Complex. It is also understood that the Association may charge additional fees in an amount to recover any maintenance expense which might be

incurred by the Association. The Association agrees that all fees charged to third party agreements shall be applied consistently.

- (K) The Association will only operate events in Griffin Community Park within the rules and regulations set by the Norman Board of Parks Commissioners, including but not limited to operating events within regular park hours, as set by the Director of Parks and Recreation. Any deviation of the Board of Parks Commissioners' rules and regulations must have the written permission of the Director of Parks and Recreation or their designee.
- (10) Recordkeeping and Reporting.
- (A) The Association shall supply an annual report to the Director of the City of Norman's Parks and Recreation Department and the Norman City Council within forty-five (45) days to the start of the calendar year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the areas of concessions, league play and tournament play for the preceding year. Documentation of concession receipts and disbursements shall be kept on a daily basis. A detailed budget for the Association's operations at Griffin Community Park for the upcoming calendar year. The budgets shall include revenue and expenditure projections in the areas of concessions, league play, tournament play, capital equipment and capital projects. All detailed records associated with the soccer program shall be made available for review within ten (10) days by the Association upon request from the City of Norman. The annual report shall also include the following:
1. Narrative of all soccer league and tournament activity
 2. Organization mission statement and goals
 3. All league and tournament fee structure
 4. Number of games, teams, players, tournaments and scholarships
 5. Age of participants
 6. Breakdown of revenues and expenditures by category
 7. Disclosure of all commissions, refunds and rebates to the organization
 8. Association's beginning and ending fund balance
 9. Annual Association budget including revenue, maintenance and operating and capital costs
 10. Current record of officers including who can authorize expenditures
 11. Names of those responsible for maintaining books and records
 12. Pricing schedule for recreational league, events, and rentals
- (B) The Association shall submit a detailed pricing schedule of league and event costs annually to the Director of Parks and Recreation for approval. The pricing schedule should include: the cost of recreation registration for youth and adult leagues; the cost of materials required for league play, including but not limited to the cost of the required uniform; the cost of field and facility rentals; and any additional fees

related to a field or facility rental. The Director of Parks and Recreation must approve any adjustments made to the pricing schedule throughout the year.

- (C) The Association shall provide quarterly financial reports to the City of Norman Parks and Recreation Department every four (4) months of the calendar year.
 - (D) The Association agrees to maintain all financial records associated with soccer for a period of seven (7) years. These financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant organization activity. The financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.
 - (E) Proceeds from the operation of the Griffin Community Park Soccer Fields shall be used for the operation, maintenance and improvement of the complex. The Director of the City of Norman Parks and Recreation Department or their designee, shall review and report to City Council annually that all necessary maintenance and improvements have been made to the complex.
- (11) The Director of Parks and Recreation or their designee shall be an ex officio member of the Association's Board of Directors. The Director of Parks and Recreation shall be notified of any Board of Director meetings and shall receive a schedule of any pre-set Board of Director meetings for that calendar year within forty-five (45) days of the start of each calendar year.
- (12) It is further understood and agreed between the parties that the right and privilege granted by this Agreement are subject to all ordinances, rules and regulations of the City governing all the activities on said Griffin Community Park, including all zoning, permitting and sanitary regulations of any governmental authority which the City may be authorized to enforce.
- (13) Temporary and Permanent Structures
- (A) The Association agrees that no permanent or temporary structure, or alterations to any such structures, of any nature shall be constructed by the Association upon any area used under this Agreement and/or the entirety of Griffin Community Park until detailed plans have been submitted to the Director of the Parks and Recreation Department or their designee, thirty (30) days in advance of any proposed construction and approval, in writing, has been given by said department.
 - (B) Permanent structures means a structure fixed to the ground by any of the various types of foundations, slabs, piers, poles, or other means. Also structures placed on the ground that lack foundations, slabs, piers, or poles, and that can only be moved through disassembly into its component parts or by techniques commonly used in house moving, or the latest definition within the IBC as adopted by the City of Norman.

(C) Temporary structures shall include structures erected for a period of less than 180 days, tents, umbrella or other membrane structures or the latest definition within the IBC as adopted by the City of Norman.

(D) Alterations to structures includes all planned construction or renovation that changes the current status of an existing structure, other than repair or addition. This would include changing the structure's current paint color, trim color, style of door/entry, etc.

(E) Any permanent structure approved by the City becomes property of the City upon termination of this Agreement. All City, state and federal rules and regulations must be complied with for the construction of any permanent and temporary structures (including signage). Depending on the size and scope of the structure, the Board of Park Commissioners' approval may be required as well.

(F) The area and style of planned signage (banners, advertisements, placards, posters, etc.) must be submitted for approval to the Director of the Parks and Recreation Department or their designee at least thirty (30) calendar days before its public display or installation.

(14) It is further understood that the facilities governed by this agreement are public facilities and that the Association shall be responsible for third party leases of Griffin Community Park Soccer Fields when available for public use.

(15) Notice. Any notice provided pursuant to this Agreement shall be mailed or delivered to officers of the Association or other person as designated by the Association. The Association agrees to inform the City, immediately after its annual election, the names of its officers for the ensuing year and the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be directed to the Director of the Parks and Recreation Department of the City of Norman, 225 N. Webster Ave, Norman, OK 73070.

(16) Termination.

(A) Either party shall have the right to cancel this Agreement for any reasons provided thirty (30) days written notice is provided to the other party. If the City is cancelling the contract, prior to the proposed effective date of cancellation, the Association shall be afforded a hearing before the Board of Park Commissioners, if requested. The results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this Agreement.

(B) In the event this Agreement is cancelled, for any reason, the Association shall have the right to remove any movable non-permanent improvements and/or structures provided or donated entirely by the Association within ninety (90) days after cancellation of this Agreement, clearing all debris and litter from said property in a clean and orderly condition, to the reasonable satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

Contract No. K-2324-71

(17) The Association agrees further that it will not discriminate 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.

(18) This Agreement shall not be assigned by the Association without prior written consent of the City of Norman, said consent not to be unreasonably withheld.

[Signatures on following page]

In Witness Whereof, the parties hereunto set their hands and seals the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that an electronic signature is valid and shall have the same force and effect as an original signature.

NORMAN YOUTH SOCCER ASSOCIATION

BY: [Signature]
President

Before me, the undersigned, a Notary Public in and for said County and State, this 12 day of April, 2024, personally appeared Chris Vinson to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as 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:
9/14/25

SEAN RHODES
Notary Public, State of Oklahoma
Commission #17008607
My Commission Expires 09-14-2025

CITY OF NORMAN

By: _____
Mayor

ATTEST:

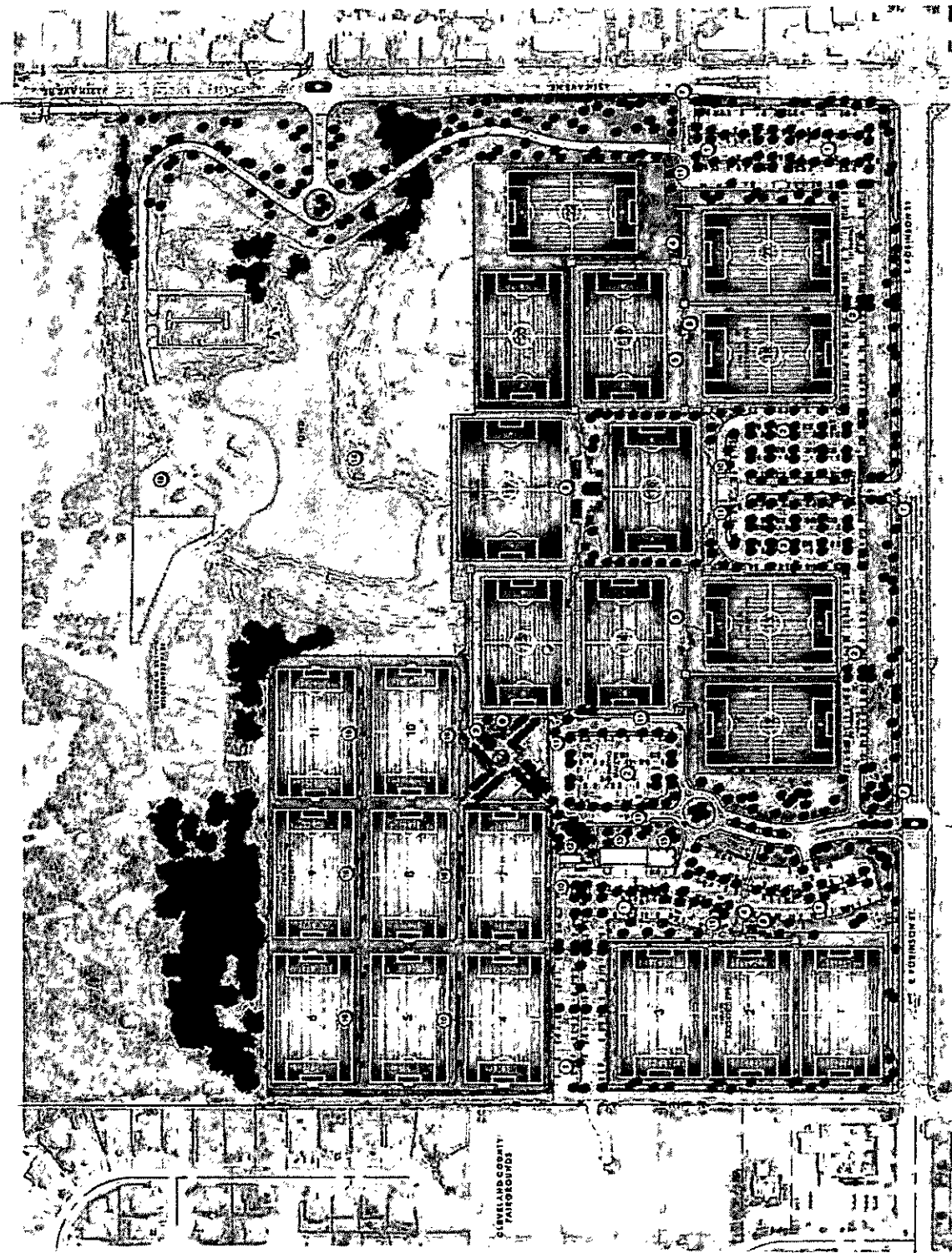
City Clerk

Approved as to form and legality this 19 day of April, 2024.

[Signature]
City Attorney

**Griffin Sports Complex
Amenities**

- 1. Existing Parking Lot
- 2. Proposed Parking Lot
- 3. Concessions/ Restroom
- 4. Restroom Building
- 5. Soccer Plaza Area
- 6. Playground Area
- 7. Entry Sign
- 8. Shade Structure (Typ)
- 9. Premier Field Plaza
- 10. Entry Plaza
- 11. Drop-off Area
- 12. Existing Soccer Office
- 13. Existing Maintenance Building
- 14. Existing Pump House
- 15. Site
- 16. Existing Walk
- 17. Soften Wilderness Trail
- 18. Existing Dog Park



NORMAN, OKLAHOMA

August 3rd 2021

Item 16.

NORMAN GRIFFIN SPORTS COMPLEX
PHASE I - REMAINING ITEMS



PDG

File Attachments for Item:

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-141: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CITY ATTORNEY TO RETAIN CERTAIN OUTSIDE COUNSEL TO PROVIDE LEGAL REPRESENTATION TO AND ON BEHALF OF THE CITY REGARDING DESIGN AND/OR CONSTRUCTION ISSUES WITH THE NORMAN PUBLIC LIBRARY CENTRAL.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/23/2024

REQUESTER: Kathryn Walker

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-141; A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CITY ATTORNEY TO RETAIN CERTAIN OUTSIDE COUNSEL TO PROVIDE LEGAL REPRESENTATION TO AND ON BEHALF OF THE CITY REGARDING DESIGN AND/OR CONSTRUCTION ISSUES WITH THE NORMAN PUBLIC LIBRARY CENTRAL.

BACKGROUND:

Mold was discovered in the Norman Public Library Central location in November 2023. The library was immediately closed for mold remediation efforts. Since that time, Staff and consultants have been working to determine the cause of the mold. Council was last provided an update at an executive session on April 2, 2024.

DISCUSSION:

To assist in discussions with the construction and design teams of the Central Library, Staff advised Council that it would be prudent to bring in outside legal counsel now. Requests for representation were sent to four (4) local firms. Two firms had conflicts of interest, one firm did not respond, and a proposal was received from Phillips Murrah law firm. Phillips Murrah has long represented the City in employment matters and has attorneys who specialize in construction law. The particulars of their proposal are attached to Resolution R-2324-141 as Exhibit A. Legal staff believes there are sufficient budgeted funds in FYE24 for outside legal expenses to cover activity related to the Central Library issue through June 30, and intends to utilize its budgeted funds for outside legal expenses in FYE25 to cover as much of the cost of representation as possible. Additional funding will be requested as necessary.

RECOMMENDATION:

Staff recommends adoption of Resolution R-2324-141.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CITY ATTORNEY TO RETAIN CERTAIN OUTSIDE COUNSEL TO PROVIDE LEGAL REPRESENTATION TO AND ON BEHALF OF THE CITY REGARDING DESIGN AND/OR CONSTRUCTION ISSUES WITH THE NORMAN PUBLIC LIBRARY CENTRAL.

§ 1. WHEREAS, in November 2023, mold was detected in the Norman Public Library Central, resulting in immediate and indefinite closure of the library and extensive mold remediation efforts; and

§ 2. WHEREAS, the City Council of the City of Norman budgets funding each year for the engagement of outside legal counsel and other related services; and

§ 3. WHEREAS, the City Council adopted Resolution R-2324-16, authorizing the City Attorney's office to engage specific law firms and lawyers to perform work on behalf of the City of Norman as outside counsel within the budgeted funding amount approved by the City Council; and

§ 4. WHEREAS, the City Attorney requests that Council authorize the hiring of outside counsel for the Central Library matter.

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

§ 4. THAT, the City Attorney's office is hereby authorized to engage Phillips Murrah Law Firm to provide legal representation to and on behalf of the City regarding the design and/or construction issues with the Norman Public Library Central as described more particularly in Exhibit A.

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

By: _____ Date: _____
Mayor

ATTEST:

By: _____
CITY CLERK

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

By: _____
City Attorney



Jennifer K. Christian
Director
405.552.2490
jkchristian@phillipsmurrah.com

April 8, 2024

City of Norman
Attn: Kathryn Walker, City Attorney
Kathryn.Walker@NormanOK.gov
P.O. Box 370
Norman, OK 73070

Re: Proposal Relating to Possible Representation Related to Construction
and/or Design Defects of the Norman Central Public Library

Dear Ms. Walker:

Please allow the following to serve as a proposal for the representation of the City of Norman by Phillips Murrah in connection with the above-referenced matter. If this proposal is accepted, we will prepare a formal engagement letter for the City of Norman. Phillips Murrah does not have any conflicts of interest with regard to the proposed engagement based upon information furnished to date.

Team and Billing Rates

We anticipate the core team will include some combination of the PM Directors and Associates listed below. Kathryn D. Terry and Phoebe M. Barber's standard rate for City of Norman-related matters is already discounted and billed at the rates reflected below. As for Jennifer K. Christian, her standard billing rate is \$350/hour, but she will bill on this matter at the rate below, representing a 10% discount:

Jennifer K. Christian Jennifer K. Christian - Phillips Murrah Attorney	\$350/hour reduced to \$315/hour
Kathryn D. Terry Kathryn D. Terry - Phillips Murrah Attorney	\$315/hour
Phoebe M. Barber Phoebe M. Barber - Phillips Murrah Attorney	\$265/hour

If Phillips Murrah uses other Directors or Associates on this matter, their discounted rate will not exceed \$350/hour. Paralegals rates will be billed at \$175/hour.

The Power of a Strategic Partner.®

101 N. Robinson Ave., Suite 1300 | Oklahoma City, Oklahoma, 73102
405.235.4100 | Fax 405.235.4133 | phillipsmurrah.com

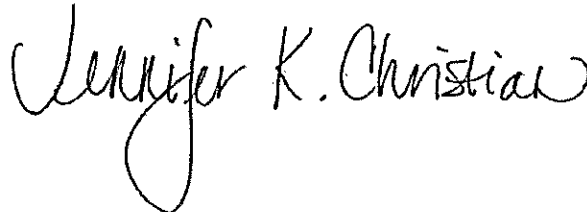
Estimate of Possible Costs for Advisement/Litigation

The following is a good faith, conservative estimate of litigation costs, which may vary greatly depending upon the number of witnesses, the number of documents, the number and nature of motions filed, discovery disputes, and other matters that are largely outside the control of counsel that impact costs associated with representation.

Case Assessment, Development & Administration (factual investigation, client meetings, site visit, document review, witness interviews)	\$3,500.00-\$5,000.00
Pre-Trial Pleadings and Motions (Range from preparation of Petition to Responses to Motions to Dismiss, if any, and hearing attendance)	\$2,000.00-\$15,000.00
Discovery (includes written discovery, document review/analysis, and witness depositions)	\$25,000.00-\$50,000.00
Settlement Conference/Mediation Preparation and Attendance	\$3,500.00-\$5,000.00
Pretrial, Trial Preparation and Trial (assumes 2-week trial)	\$75,000.00-\$125,000.00

Thank you for allowing Phillips Murrah to present this proposal for your consideration. We look forward to hearing from you.

Sincerely,



Jennifer K. Christian
For the Firm

JKC/dmb

P|M