

ADDENDUM

TO THE CITY COUNCIL AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

June 22, 2021 – 6:00 PM

C. CONSENT AGENDA.

- 31. Discussion and consideration for adoption, including any possible amendment, of amendment number one (1) to consulting contract for architectural and engineering services with PDG, LLC. d.b.a. Heckenkemper Golf Course Design associated with the renovation of John Conrad Regional Golf Course, in the amount of \$27,600.00 for a new total contract amount not to exceed \$398,600.00. (City Manager V. Sullivan)
- 32. Discussion and Consideration for adoption, with possible amendment, for Amendment No. 8 and Amendment No. 9, both to the construction management contract with CMSWillowbrook Inc. for the Delta Midwest City Public Areas Renovation in an amount not to exceed \$1,115,018.05. (City Manager T. Lyon)

F. EXECUTIVE SESSIONS.

2. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager, T. Lyon)



City Manager's Office Vaughn Sullivan, Assistant City Manager vsullivan@midwestcityok.org 100 N. Midwest Blvd,

Midwest City, Oklahoma 73110 O: 405-739-1207 /Fax: 405-739-1208

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: June 22, 2021

Subject: Discussion and consideration for adoption, including any possible amendment, of amendment

number one (1) to consulting contract for architectural and engineering services with PDG, LLC.

d.b.a. Heckenkemper Golf Course Design associated with the renovation of John Conrad Regional Golf Course, in the amount of \$27,600.00 for a new total contract amount not to

exceed \$398,600.00.

On December 19, 2019 council entered into a contract for golf course design services with PDG, LLC. d.b.a. Heckenkemper Golf Course Design, in conjunction with the renovation of John Conrad Regional Golf Course. Staff has successfully negotiated an amendment to the contract for golf course grow-in consulting services in the amount of \$27,600.00 for a new total contract amount not to exceed \$398,600.00.

At this time John Conrad is without a certified Golf Course Superintendent who can oversee the proper growing in of the Bermuda and Bent Grass turf. This amendment allows for the continued renovation of the Golf Course by providing for an experienced professional superintendent who has new golf course construction experience to be on site providing oversite and direction to the John Conrad maintenance staff during the first 90 days of the grow-in process. By entering into this amendment will ensure that the renovation of the Golf Course will be successful with the proper establishment of Bermuda and Bent Grass turf.

During the 90-day term of this agreement, staff will be in the process of hiring a new Superintendent for John Conrad. The 90 days should allow enough time to hire a new Superintendent, and provide a seamless handoff of the operation to the new Superintendent.

Funding is budgeted and available in the Moving Midwest City Forward 2018 G.O. bond account.

Staff recommends approval.

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Vaughn K. Sullivan Assistant City Manager

Enc. Amendment number one (1) to Architectural Services Contract with PDG, LLC.

John Conrad Grow-In Consultant Maintenance Pogrom for Turf Maturation

AMENDMENT NO. 1 TO CONTRACT FOR DESIGN CONSULTANT SERVICES

This Amendment made and entered into this	s day of	, 2021, by
and between the City of Midwest City, a municipal corporation	on ("City"), and	d its successors in interest, and
PDG, LLC. d.b.a. Heckenkemper Golf Course Design ("Design	gn Consultant').

WITNESSETH:

WHEREAS, the City and the Design Consultant entered into a contract on December 10, 2020 entitled:

JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS

WHEREAS, additional work by the Design Consultant team as outlined herein to provide a Golf Course Grow-In Consultant to the City of Midwest City that will provide direction and assistance for the Grow-In process; and

WHEREAS, the Grow-In Consultant will provide direction and assistance to the City of Midwest for the items listed in the attached "John Conrad Grow-In Consultant Maintenance Program for Turf Maturation". The grow-in period covers all preplant activities and continues through twelve (12) weeks following the start of grassing operations. The Consultant is to oversee and work with the Golf Course Maintenance staff, who will be providing equipment, labor, fertilizer, topdressing sand, and fungicides. The twelve week period will begin on July 1, 2021.

WHEREAS, the original contract must be amended to incorporate the Design Consultant's work as described herein and associated fees; and

WHEREAS, the total compensation to be paid to the Design Consultant for this Contract and Amendment shall be as follows:

For the original Contract:

Not to exceed \$371,000 for Design Consultant services

For Amendment No. 1:

Not to exceed \$27,600 for Design Consultant services

Total Amended Contract:

Not to exceed \$398,600 (an increase of \$27,600) for all services.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

I. Amend Paragraph 2. **Basic Services**. to read as follows:

<u>Basic Services</u>. The Design Consultant is hereby engaged and employed by the City to perform in accordance with good Design Consultant practices and in the best interest of the City all of the

work as set out in the Original Contract and herein as outlined in item III, amended Exhibit A – Scope of Work, incorporated as a part of this Contract:

II. Amend Paragraph 4. **Compensation.** to read as follows:

<u>Compensation</u>. The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of \$398,600 (an increase of \$27,600) for Basic Services as specifically set forth Exhibit B, attached hereto and incorporated herein.

III. Amend **EXHIBIT A – SCOPE OF WORK** by adding the following section:

PHASE II - Scope of Work:

TASK 1 DETAILED SURVEY/BASE MAP DEVELOPMENT

No Change to Contract

TASK 2 PROJECT PROGRAMMING & CONCEPTUAL MASTER PLAN

No Change to Contract

TASK 3 DESIGN DEVELOPMENT

No Change to Contract

TASK 4 CONSTRUCTION DOCUMENT/FINAL PLAN SERVICES

No Change to Contract

TASK 5 BIDDING SERVICES

No Change to Contract

TASK 6 CONSTRUCTION ADMINISTRATION

Provide a Grow-In Consultant will provide direction and assistance to the City of Midwest for the items listed in the attached "John Conrad Grow-In Consultant Maintenance Program for Turf Maturation". The grow-in period covers all preplant activities and continues through twelve (12) weeks following the start of grassing operations. The Consultant is to oversee and work with the Golf Course Maintenance staff, who will be providing equipment, labor, fertilizer, topdressing sand, and fungicides. The twelve week period will begin on July 1, 2021.

TASK 7 AS-BUILT DRAWINGS

No Change to Contract

IV. **AMEND EXHIBIT B – COMPENSATION** as attached herein:

EXHIBIT B COMPENSATION JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS PAGE 1

Under the terms of this Contact, the Landscape Architect agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$398,600 (an increase of \$27,600.00) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$398,600 (an increase of \$27,600.00), and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

The Landscape Architect may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

A. <u>FEE BREAKDOWN BY TASKS</u>

\$87,600.00 (an increase of 27,600.00)

Task 1 an amount not to exceed:

No Change	NO CHANGE.
Task 2 an amount not to exceed: No Change	NO CHANGE.
Task 3 an amount not to exceed: No Change	NO CHANGE.
Task 4 an amount not to exceed: No Change	NO CHANGE.
Task 5 an amount not to exceed: No Change	NO CHANGE.
Task 6 an additional amount not to exceed:	

Provide a Grow-In Consultant that will provide direction and assistance to the City of Midwest for the items listed in the attached "John Conrad Grow-In Consultant Maintenance Program for Turf Maturation". The grow-in period covers all preplant activities and continues through twelve (12) weeks following the start of grassing operations. The Consultant is to oversee and work with the Golf Course Maintenance staff, who will be providing equipment, labor, fertilizer, topdressing sand, and fungicides. The twelve week period will begin on July 1, 2021. The Grow-In Consultant will be responsible for carrying out, in conjunction with the Golf Course Maintenance staff, the attached Maintenance Program for Turf Maturation. HGCD will oversee the Grow-In Consultant's execution of the Maintenance Program for Turf Maturation on daily, weekly, and monthly intervals until completion of the ninety-day period and will make any recommendations necessary to assist in a smooth and timely grow-in.

Task 7 an amount not to exceed:	
No Change	NO CHANGE.

IN WITNESS WHEREOF, this Contract Amendment was approved and executed by the City of Midwest City this _______ day of _______, 2021.

ATTEST: THE CITY OF MIDWEST CITY

City Clerk Mayor

IN WITNESS WHEREOF, this Contract Amendment was executed and approved by the Design Consultant this _______ day of _______, 2021.

PDG, LLC. d.b.a. HECKENKEMPER GOLF COURSE DESIGN

President

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Design Consultant

that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully

John Conrad Grow-In Consultant Maintenance Program for Turf Maturation

The grow-in period covers all preplant activities and continues through twelve (12) weeks following the last green being seeded. The Consultant is to oversee and work with the Golf Course Maintenance staff, who will be providing equipment, labor, fertilizer, topdressing sand, and fungicides per the following:

Bentgrass Grow-in Fertility Program Using Anderson's Products – Initial Grow-in (113,979 SF)

Week	Product	NPK per Application	Rate per 1,000 SF (lbs)
Pre-	Starter Fertilizer 10-20-20	.6 -1.2- 1.2	6
Plant	Sand-Aid (Soil Conditioner)	.5- 05	1 bag (50lbs)
	A-Tep (Minors Package)		2.3
	Granular Subdue		1
2	19-5-19 (25% MUtech)	126-1	5.26
	Granular Subdue		1
3	10-20-20 (50% MUtech)	.6-1.2-1.2	6
	Granular Subdue		1
4	18-6-15 ((65% MUtech)	.51742	2.78
	Granular Subdue		1
5	25-5-15 (50% MUtech)	.751542	3
	Granular Subdue		1
6	9-12-6 (37% HCU +36% Black Gypsum)	.5 lbs. N/ 1000 sq. ft.	4
	Granular Subdue		1
7	15-0-30 (100% MUtech)	.5-097	3.33
	Subdue – spray or granular		
8	A-Tep (Minors Package)		1.4 (apply to dry turf)
	Subdue – spray or granular		
9	18-6-15 ((65% MUtech)	.51742	2.78
	Subdue – spray or granular		
10	15-0-30 (100% MUtech)	.5-097	3.33
	Subdue – spray or granular		
11	18-6-15 (65% MUtech)	.51742	2.78
	Subdue – spray or granular		
12	15-0-30 (100% MUtech)	.5-097	3.33
	Subdue – spray or granular		

Bentgrass Topdressing Program - (113,979 SF)

Topdressing greens is one of the most important cultural practices that needs to be done on a regular basis to newly seeded greens. Topdressing should start once germination has been achieved and continue weekly while turf is growing. Start out with light top dressing, so as not to bury the new seedlings with sand. The topdressing rate should increase once mowing is started, to provide a smooth surface and to provide a good medium for the plant to spread into. As the green becomes mature and the surface gets tighter you will then decrease the amount of sand applied to a light topdressing rate. By doing this you will achieve a smoother putting surface plus keeping the organic matter build up to a minimum. When you start the topdressing early and continue applying sand on a regular basis you will have a porous organic matter so that water & nutrients will flow through the organic matter down to the roots where it is needed. Disease issues will also decrease with a good topdressing program.

The following formulas can be used as a guide for different amounts of sand needed for light to medium top dressing:

Week	Topdressing Height	Amount of Sand Required (tons)
4	1/33"	16.5
5	1/33"	16.5
6	1/16"	33
7	1/16"	33
8	1/16"	33
9	1/33"	16.5
10	1/33"	16.5
11	1/33"	16.5
12	1/33"	16.5

Bentgrass Mowing Program – (113,979 SF)

Mowing of newly seeded bentgrass using a mower with sharp reels is critical to proper grow-in. Mowing should be performed a minimum of three times per week. When lowering the height of cut, the Consultant will not go more than 0.010 change and will time lowering height of cut to the day following topdressing.

Week	Mowing Height
3	*.230"
4	.230"
5	.220"
6	.210"
7	.200"
8	.180"
9	.170"

*Roll using smooth roller in multiple directions to firm seed bed.

10	.160"
11	.150"
12	.140"

Postemergence weed control – The Consultant will scout for specific weeds regularly throughout the grow-in and remove by hand as needed.

Irrigation – Irrigation scheduling will be affected strongly by temperature, wind intensity, and relative humidity. However, irrigation should be commenced immediately after seeding and should receive a light application of water several times (8-12) per day until 100% germination is achieved. Typically, after 14 days the frequency of irrigation can be reduced to 2-4 times per day. After 28 days, the frequency of irrigation can be reduced to once per day. Irrigation should always be applied (0.25") immediately after fertilizer applications.

Bermudagrass Grow-in Fertility Program - Initial Grow-in of Sprigs

The following fertilization and chemical program are required for establishing bermudagrass sprigs:

Pre-plant – The native soil will be amended with a 0-20-20, ag-grade fertilizer at 200 pounds product per acre. A similar product with a different analysis may be substituted, but the product should be applied to deliver 40 pounds P_2O_5 / acre and have a 1:1 or 2:1 ratio of P_2O_5 to K_2O . Ideally, this product will be applied just prior to the final soil prep, so that the material is lightly incorporated into the soil.

At planting – Either just prior or just after planting bermudagrass sprigs, all sprigged areas will be treated with oxadiazon (Tradename Ronstar or equivalent generic) at 2.0 pounds of active ingredient per acre.

2 weeks after planting – All sprigged areas will be fertilized with urea (46-0-0) at 100 pounds / acre. This application will be repeated every 14 days until grow-in is complete and defined as 95% turf coverage. Since this is a very soluble form of nitrogen, over-irrigation should be avoided. However, the immediate availability of the nitrogen will provide optimum nutrient uptake for the bermudagrass sprigs.

Postemergence weed control – Although the oxadiazon application should control most weeds that might emerge during establishment, especially grassy weeds such as crabgrass and goosegrass, it is possible that perennial weeds such as nutsedge could be a problem. The Consultant should scout for specific weeds regularly throughout the grow-in and spot treat as needed.

Irrigation – Irrigation scheduling will be affected strongly by temperature, wind intensity, and relative humidity. However, irrigation should be commenced immediately after planting and all sprigged areas should receive a light application of water several times (3-5) per day for the first week. Once the sprigs begin to root and the soil has an adequate reserve of moisture, the frequency of irrigation can be reduced to 2-3 times per day. Ideally, once the sprigs start spreading and have an adequate root system,

irrigation should be minimized to prevent saturated soils and prevent loss of applied nutrients. Irrigation should always be applied (0.25") immediately after urea applications to minimize volatilization of nitrogen.

Mowing - Once sprigs begin to produce stolons (likely 2-3 weeks after sprigging), it will be desirable to start mowing sprigged areas as soon as possible to enhance further branching of runners and enhance spread. Irrigation management will need to be modified to allow mowing to occur, but mowing is imperative to hasten establishment. A mowing height of 1-1.5 inches will be a good starting point, but the mowing height can be reduced as the surface begins to obtain more coverage, until the final mowing height is obtained. Either rotary or reel mowers can be used, but would prefer to use reels, as rotary mowers can pull stolons from the soil and cut them, potentially reducing plant material. Obviously, it would be desirable to use an older set of reel units so that minimal damage is done to primary mowers on the course. Mowing frequently is critical to get sprigs to grow laterally.

Bermudagrass Grow-in Fertility Program - Initial Grow-in of Sod

The following fertilization and chemical program are required for establishing bermudagrass sod:

Pre-plant – The native soil will be amended with a 0-20-20, ag-grade fertilizer at 200 pounds product per acre. A similar product with a different analysis may be substituted, but the product should be applied to deliver 40 pounds P_2O_5 / acre and have a 1:1 or 2:1 ratio of P_2O_5 to K_2O . Ideally, this product will be applied just prior to the final soil prep, so that the material is lightly incorporated into the soil.

At planting – Either just prior or just after installing bermudagrass sod, all sodded areas will be treated with oxadiazon (Tradename Ronstar or equivalent generic) at 2.0 pounds of active ingredient per acre.

2 weeks after planting – All sodded areas will be fertilized with urea (46-0-0) at 100 pounds / acre. This application will be repeated 45 days after install date. Irrigation should always be applied (0.25") immediately after urea applications to minimize volatilization of nitrogen.

Postemergence weed control – Although the oxadiazon application should control most weeds that might emerge during establishment, especially grassy weeds such as crabgrass and goosegrass, it is possible that perennial weeds such as nutsedge could be a problem. The Consultant should scout for specific weeds regularly throughout the grow-in and spot treat as needed.

Irrigation – Irrigation scheduling will be affected strongly by temperature, wind intensity, and relative humidity. However, irrigation should be commenced immediately after planting and all sodded areas should receive adequate application of water for the first week to thoroughly soak through the depth of sod. After the first week, watering should be consistent with industry standards to not stress the sod or allow to turn off-color.

Mowing - Once the sod has firmly rooted, mowing can begin with walking mowers to minimize rutting. Irrigation management will need to be modified to allow mowing to occur, but mowing is imperative to

hasten establishment. A mowing height of 1-1.5 inches will be a good starting point, but the mowing height can be reduced as the surface begins to firm. When firm conditions allow, riding rotary or reel mowers can be used. Sod shall be mowed a minimum of twice per week.

General Notes

Watering & Irrigation Repair

All water and electrical costs are the responsibility of John Conrad GC. Any irrigation repairs will be the responsibility of the Consultant working in conjunction with the Golf Course Maintenance Staff.

Erosion Repair

Working with the Golf Course Maintenance Staff, the Consultant will repair erosion damage occurring during seeding and sprigging and until final acceptance of project. Erosion repair shall follow the original planting specifications.

Diseases

In the event of a disease outbreak, the Consultant shall notify John Conrad staff immediately and they will apply fungicide as necessary to control all diseases.

Payment

Unless specifically listed in this document (water & electricity) all labor, equipment, equipment repair, fuel, fertilizer, herbicides, sand, sod, and fungicides are the responsibility of the Golf Course Maintenance Staff.



City Manager

100 N. Midwest Boulevard Midwest City, OK 73110 tlyon@midwestcityok.org Office: 405.739.1201

www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: June 22, 2021

SUBJECT: Discussion and Consideration for adoption, with possible amendment, for Amendment

No. 8 and Amendment No. 9, both to the construction management contract with

CMSWillowbrook Inc. for the Delta Midwest City Public Areas Renovation in an amount

not to exceed \$1,115,018.05.

On May 14th of last year, the Council Approved a construction management contract with CMSWillowbrook, Inc., for an addition to the Reed Conference Center and the property improvement plan and brand conversion of the Midwest City Sheraton Hotel.

Amendment No. 8, recognizes that Amendment No. 9 is changing from the 2009 version of the CMSWillowbrook, Inc. Amendment form to the 2019 Amendment form. There is no monetary cost for Amendment No. 8.

Amendment No. 9, changes the total amount of the project from \$1,098,769.39 to \$1,115,018.05 and makes the new date for completion of the project to be December 31, 2021, as well as makes other minor changes.

I am pleased to report that all interior design elements, equipment and materials that are proposed meet the brand standards set forth by Marriot Delta.

Funds are a part of the construction budget and will be made available through a revenue bond.

Tim L. Lyon, City Manager

AMENDMENT No. 8

TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES AIA A133 – 2009 FOR REED CENTER AND HOTEL RENOVATION DATED MAY 19, 2019 BETWEEN CMSWILLOWBROOK, INC. AND CITY OF MIDWEST CITY

June 21, 2021

City of Midwest City 100 N. Midwest Blvd Midwest City, OK 73110

This Amendment No. 8 will result in a revision to the AIA Document A133-2009 Standard Form of Agreement between Owner and Construction Manager as Constructor as follows:

Amend to the updated AIA Document A133-2019 Standard Form of Agreement between Owner and Construction Manager as Constructor.

Explanation:

Every ten (10) years, the AIA updates and releases revised documents – discontinuing usage of previous forms. Therefore, subsequential amendments pertaining to this contract will be reflected on the A133-2019 Exhibit A Amendments.

OWNER: City of Midwest City 100 N. Midwest Blvd. Midwest City, OK 73110	CMSWillowbrook, Inc.
Ву:	Ву:
Owner Representative	Owner Representative
Date :	Date :

Guaranteed Maximum Price Amendment

This Amendment dated the 21st day of June in the year 2021, is incorporated into the accompanying AIA Document A133TM–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 1st day of May in the year 2019 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Amendment No. 9: Delta Midwest City, OSE/FFE

Reed Center and Hotel Renovation Midwest City, Oklahoma

THE OWNER:

(Name, legal status, and address)

City of Midwest City 100 N. Midwest Blvd Midwest City, Oklahoma. 73110

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

CMSWillowbrook, Inc. 3108 S 9th Street Chickasha, Oklahoma 73018

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million, One Hundred Fifteen Thousand, Eighteen Dollars and Five Cents (\$

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. 1,115,018.05), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit A, Attachment No. 1 – Detail of Clarifications, Assumptions, Allowances

- § A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.
- § A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

ltem Price

N/A

(Row deleted)

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item Price Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item Units and Limitations Price per Unit (\$0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- [X] The date of execution of this Amendment.
- [] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[]	Not later than () cale	ndar days from the date of commencement of the Work.
[X]	By the following dates:	December 31, 2021

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
FlickMars	Contract Documents	2020	All

§ A.3.1.2 The following Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Amendment.)

(Row deleted)

FlickMars Contract Documents 2020 All

§ A.3.1.3 The following Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Amendment.)

Number Title Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title Date Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Exterior Signage	\$90,000.00
façade & Entry Improvements	\$165,000.00
Electrical Rough-in Requirements	\$25,000.00
Owner Provided Pantry Equipment	\$5,000.00

Init.

Patch/Repair Finishes Fine Grading & Sod \$10,000.00 \$7,500.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: (*Identify each assumption and clarification.*)

See Attachment No. 2 – Clarifications and Assumptions

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information: (List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)	CONSTRUCTION MANAGER (Signature)
Matthew D. Dukes II, Mayor (Printed name and title)	Cary DeHart, CEO (Printed name and title)
OWNER (Signature)	OWNER (Signature)
Sara Hancock, City Clerk (Printed name and title)	Don Maisch, City Attorney (Printed name and title)

Detail of Clarifications, Assumptions, Allowances

	T					
BID						
PACKAGE	DESCRIPTION		BASE BID	TOTAL	CONTRACTOR	NOTES
	General Requirements	\$	32,500.00	\$ 32,500.00		
	General Conditions	\$	16,625.00	\$ 16,625.00		
	Marriott Support & Software Fees	\$	180,000.00	\$ 180,000.00	Marriott	#1
	TV Mounts	\$	10,000.00	\$ 10,000.00	PDI Communications	#1
	RFID Key Card System	\$	50,000.00	\$ 50,000.00	Dormakaba	#1
	Guest Room Entertainment	\$	70,000.00	\$ 70,000.00	GuestTek	#1
	High Speed Internet	\$	100,000.00	\$ 100,000.00	GuestTek	#1
	OS&E - Guest Rooms	\$	160,000.00	\$ 160,000.00	American Hotel	#1
	OS&E - Bar/Restaurant	\$	20,000.00	\$ 20,000.00	American Hotel	#1
	Sidewalks	\$	30,000.00	\$ 30,000.00		#1
	Allowance - Exterior Signage	\$	90,000.00	\$ 90,000.00		#2
	Allowance - Façade & Entry Improvements	\$	165,000.00	\$ 165,000.00		#2
	Allowance - Electrical Rough-in Requirements	\$	25,000.00	\$ 25,000.00		#2
	Allowance - Owner Provided Pantry Equipment	\$	5,000.00	\$ 5,000.00		#2
	Allowance - Patch/Repair Finishes	\$	10,000.00	\$ 10,000.00		#2
	Allowance - Fine Grading & Sod	\$	7,500.00	\$ 7,500.00		#2
		\$	-	\$ · -		
					Bid Recommendations	#3
	Subtotal	\$	971,625.00	\$ 971,625.00		
	CM Contingency	\$	58,297.50	\$ 58,297.50		
	Bonds	*	9,475.29	\$ 9,475.29		
	Builders Risk Insurance	*	4,157.59	\$ 4,157.59		
	General Liability Insurance	1 '	8,348.44	\$ 8,348.44		
	Subtotal		1,051,903.82	\$ 1,051,903.82		
	CM Fee		63,114.23	\$ 63,114.23		
	TOTAL ESTIMATED CONSTRUCTION COST	\$	1,115,018.05	\$ 1,115,018.05	<<<<< GMP	#4
	Pre-Construction Fee (Not included in GMP)	\$	11,150.18	\$ 11,150.18		

Note #1: FF&E/OS&E

Note #2: Final costs that are under/over this allowance will increase/decrease the CM's contingency amount. Any remaining portion of the CM's contingency will be returned to the Owner by a deduct

Note #3: Bids have been solicitated on a basis of award of 30 days.

Note #4: This GMP excludes A/E fee, civil engineering fee, CM Pre-construction fee, sales tax, 3rd party commissioning of mechanical or electrical systems, items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction

Reed Conference Center/Marriott Hotel Exhibit "A" SUMMARY OF FUNDS AS ISSUED TO CMSWILLOWBROOK (Includes all approved change orders)

	DATE		<u>AMOUNT</u>	EXTE	NDED AMOUNT
Pre-Construction Fee	11/12/2019	\$	7,979.16	\$	7,979.16
Amendment No. 1 - 2019 Renovations (Base Bid + Alternate 2)	11/12/2019	•	04 500 00		
GENERAL REQUIREMENTS		\$	24,539.00		
GENERAL CONDITIONS		\$	98,261.00		
Bid Package #1 - Demolition - Howard Construction Services LLC		\$	21,500.00		
Bid Package #2 - Concrete - Discovery Construction Co., Inc		\$	43,830.00		
Bid Package #3 - Structural Steel (Mat'l & Erection) - ALLOWANCE		\$	15,000.00		
Bid Package #4 - Rough Carpentry - CMSWillowbrook, Inc.		\$	9,500.00		
Bid Package #5 - Glass & Glazing - Advantage Glass LLC		\$	148,585.00		
Bid Package #6 - Framing, Drywall & Ceilings - Wiljo Interiors Inc.		\$	14,580.00		
Bid Package #7 - Flooring - ALLOWANCE		\$	20,000.00		
Bid Package #8 - Painting - Advanced Commercial Painting LLC		\$	7,200.00		
Bid Package #9 - Signage - ALLOWANCE		\$	500.00		
Bid Package #10 - Operable Partitions - Murray Womble Inc		\$	17,120.00		
Bid Package #11 - Window Treatments - Russell Interiors Inc		\$	19,880.00		
Bid Package #12 - Fire Suppression - Mac Systems Inc		\$	13,930.00		
Bid Package #13 - Mechanical - Nicoma Park Sheet Metal & Air Conditioning Co., Inc.		\$	83,000.00		
Bid Package #14 - Electrical - Advanced Quality Electric		\$	113,000.00		
Allowance - Floor Boxes		\$	15,000.00		
Allowance - MEP		\$	5,000.00		
Allowance - Misc. Steel		\$	2,000.00		
Allowance - Roofing & Sealants		\$	3,000.00		
Allowance - Clean Glass		\$	2,000.00		
Allowance - Patch/Repair Finishes		\$	7,500.00		
Allowance - Sod/Landscaping		\$	4,500.00		
Allowance - Protect Existing		\$	4,000.00		
Allowance - Wood Trim		\$	2,500.00		
Allowance - Pocket Doors		\$	3,500.00		
Allowance - Access Panels		\$	1,500.00		
Allowance - Testing		\$	1,000.00		
CM Contingency		\$	35,096.25		
Bonds		\$	6,780.60		
Builders Risk Insurance		\$	2,975.21		
General Liability Insurance		\$	5,974.22		
CM Fee		\$	45,165.08		
		\$	797,916.35	\$	805,895.51
Pre-Construction Fee	12/10/2019	\$	492.76	\$	_
Amendment No. 2 - Marriott Hotel Model Rooms FF&E	12/10/2019 12/10/2019	Φ	+32.70	Ψ	<u>-</u>
Bid Package #1 - Model Room Furnishings - Multiple Vendors	12/10/2019	\$	44,189.24		
0 1		\$	1,325.68		
CM Contingency-		Φ	1,325.68 418.74		
Bonds-		Φ.	_		
Builders Risk Insurance		\$	183.73 368.94		
General Liability Insurance		\$	368.94 2.789.18		
CM Fee		*	2,789.18		
		\$	49,2/5.51	\$	
Amendment No. 3 - Add Professional Acquistiion Services for FF&E	4/14/2020	\$	101,323.00	\$	907,218.51

Pre-Construction Fee	5/12/2020	\$	3,728.01	\$	910,946.52
Amendment No. 4 - Pool & Fitness Area Renovation	5/12/2020				
GENERAL REQUIREMENTS		\$	17,714.00		
GENERAL CONDITIONS		\$	59,355.00		
1 - General Trades - CMSWillowbrook, Inc.		\$	39,583.00		
2 - Flooring - Andeco Flooring & Blinds		\$	49,415.00		
3 - Painting - Statewide Painting Contractors, Inc.		\$	16,710.00		
4 - HVAC / Mechanical - Allowance		\$	85,000.00		
5 - Electrical - Advanced Quality Electric, Inc.		\$	14,565.00		
Allowance - Professional Engineering Services		\$	11,000.00		
Allowance - MEP		\$	5,000.00		
Allowance - Clean Glass		\$	1,000.00		
Allowance - Patch/Repair Finishes		\$	3,500.00		
Allowance - Protect Existing		\$	3,000.00		
Allowance - Pendant Fixtures		\$	4,000.00		
Allowance - Pool Tile Demolition		\$	9,000.00		
CM Contingency		\$	25,507.36		
Bonds		\$	3,168.01		
Builders Risk Insurance		\$	1,390.07		
General Liability Insurance		\$	2,791.26		
CM Fee		\$	21,101.92		
		\$	372,800.63	\$	1,283,747.14
Dra Construction Foo	6/22/2020	œ	20.024.24	•	4 244 704 45
Pre-Construction Fee Amendment No. 5 - Furniture, Fixtures & Equipment	6/23/2020 6/23/2020	\$	28,034.31	Þ	1,311,781.45
GENERAL REQUIREMENTS		\$	11,750.00		
GENERAL CONDITIONS		\$	112,000.00		
Model Room FF&E (No installation)		\$	82,886.36		
Guest Rooms FF&E (Including installation)		\$	1,819,895.83		
Public Spaces FF&E (Inluding installation)		\$	363,634.17		
Allowance - Model Room Installation		\$	7,500.00		
CM Contingency		\$	191,813.31		
Bonds		\$	23,823.21		
Builders Risk Insurance		\$	10,453.21		
General Liability Insurance		\$	20,990.05		
CM Fee		\$	158,684.77		
		\$	2,803,430.91	\$	4,115,212.36
Pre-Construction Fee	10/8/2020	\$	10,987.69	\$	4,126,200.05
Amendment No. 6 - Public Areas Renovation	10/8/2020	*	,	•	.,,
GENERAL REQUIREMENTS		\$	74,875.00		
GENERAL CONDITIONS		\$	107,500.00		
Bid Package #1 - Demolition - Total Demolition Services		\$	19,664.00		
Bid Package #2 - General Trades - CMSWillowbrook, Inc.		\$	74,600.00		
Bid Package #3 - Millwork - Bearwood Native, LLC		\$	208,390.00		
Bid Package #4 - Glass & Glazing - Allowance		\$	85,000.00		
Bid Package #5 - Framing, Drywall & Ceilings - Wiljo Interiors, Inc.		\$	39,820.00		
Bid Package #6 - Flooring & Tile - Andeco Flooring & Blinds		\$	104,800.00		
Bid Package #7 - Painting & Wallcoverings - Statewide Painting Contractors		\$	41,500.00		
Bid Package #8 - Plumbing - Waggoners Mechacnial Services, LLC		\$	36,500.00		
Bid Package #9 - Electrical - Metro Electrical Contractors, Inc.		\$	43,000.00		
Allowance - Protect Existing		\$	5,000.00		
Allowance - Exterior Finishes		\$	6,500.00		
Allowance - MEP		\$	30,000.00		
Allowance - Fire Alarm		\$	3,500.00		
Allowance - Patch/Repair Finishes		\$	7,500.00		
Allowance - Fire Sprinkler		\$	3,000.00		
Allowance - Signage		\$	1,500.00		
Allowance - Lighting		\$	30,000.00		
CM Contingency		\$	92,264.90		
Bonds		\$	9,337.21		
Builders Risk Insurance		\$	4,097.00		
General Liability Insurance		\$	8,226.78		
CM Fee		\$	62,194.49		
51 00		\$	1,098,769.39	\$	5,224,969.45
		Ψ	.,555,105.55	Ψ	J,,JJJJ

Pre-Construction Fee Amendment No. 7 - Guest Rooms Tower	3/23/2021 3/23/2021	\$ 44,862.54 \$	5,269,831.98
GENERAL REQUIREMENTS	3/23/2021	\$ 240,824.00	
GENERAL CONDITIONS		\$ 456,717.00	
Bid Package #1 - Demolition - Midwest Wrecking Co. LLC		\$ 125,960.00	
Bid Package #2 - General Trades - CMSWillowbrook, Inc.		\$ 318,700.00	
Bid Package #3 - Millwork - Bearwood Native, LLC		\$ 311,098.78	
Bid Package #4 - Glass & Glazing - Accent Glass Services LLC		\$ 189,520.00	
Bid Package #5 - Framing, Drywall & Ceilings - Taylor Brothers Construction Inc		\$ 148,000.00	
Bid Package #6 - Flooring & Tile - Bryans Flooring LLC		\$ 534,745.00	
Bid Package #7 - Painting & Wallcoverings - Cherokee Painting LLC		\$ 278,602.00	
Bid Package #8 - Plumbing - Waggoners Mechacnial Services, LLC		\$ 433,913.00	
Bid Package #9 - Electrical - Advanced Quality Electric		\$ 325,000.00	
Allowance - Protect Existing		\$ 20,000.00	
Allowance - MEP		\$ 30,000.00	
Allowance - Fire Alarm		\$ 100,000.00	
Allowance - Patch/Repair Finishes		\$ 20,000.00	
Allowance - Fire Sprinkler		\$ 10,000.00	
Allowance - Signage		\$ 5,000.00	
Allowance - Fitness Equipment		\$ 50,000.00	
Allowance - Kitchen/Bar Equipment		\$ 150,000.00	
Allowance - Model Room Demolition		\$ 2,000.00	
Allowance - Model Room Millwork		\$ 33,240.00	
Allowance - Model Room Rough Carpentry		\$ 5,203.00	
Allowance - Model Room Doors & Hardware		\$ 3,532.00	
Allowance - Model Room Glass & Glazing		\$ 7,135.00	
Allowance - Model Room Drywall		\$ 2,000.00	
Allowance - Model Room Paint & Wallcovering		\$ 23,071.00	
Allowance - Model Room Flooring & Tile		\$ 27,541.00	
Allowance - Model Room Wall Protection		\$ 251.00	
Allowance - Model Room Signage		\$ 1,718.00	
Allowance - Model Room Plumbing		\$ 8,008.00	
Allowance - Model Room Electrical & Fire Alarm		\$ 11,000.00	
CM Contingency		\$ 271,094.51	
Bonds		\$ 38,123.63	
Builders Risk Insurance		\$ 16,727.99	
General Liability Insurance		\$ 33,589.80	
CM Fee		\$ 253,938.88	
		\$ 4,486,253.60 \$	9,756,085.58

Amendment No. 8 - Contract Revision A133-2019

Pre-Construction Fee			11,150.18	\$ 9,767,235.76
Amendment No. 9 - OSE/FFE				
GENERAL CONDITIONS	6/21/2021	\$	32,500.00	
GENERAL REQIUREMENTS	6/21/2021	\$	16,625.00	
Marriott Support & Software Fees		\$	180,000.00	
TV Mounts		\$	10,000.00	
RFID Key Card System		\$	50,000.00	
Guest Room Entertainment		\$	70,000.00	
High Speed Internet		\$	100,000.00	
OS&E - Guest Rooms		\$	160,000.00	
OS&E - Bar/Restaurant		\$	20,000.00	
Sidewalks		\$	30,000.00	
Allowance - Exterior Signage		\$	90,000.00	
Allowance - Façade & Entry Improvements		\$	165,000.00	
Allowance - Electrical Rough-in Requirements		\$	25,000.00	
Allowance - Owner Provided Pantry Equipment		\$	5,000.00	
Allowance - Patch/Repair Finishes		\$	10,000.00	
Allowance - Fine Grading & Sod		\$	7,500.00	
CM Contingency		\$	58,297.50	
Bonds		\$	9,475.29	
Builders Risk Insurance		\$	4,157.59	
General Liability Insurance		\$	8,348.44	
CM Fee		\$	63,114.23	
		\$	1,115,018.05	\$ 10,882,253.81

Clarification and Assumptions June 21, 2021

We have listed below the assumptions and clarifications that we have considered so that we both fully understand what is and what is not included in the Guaranteed Maximum Price (GMP). Where actual events on the project differ from the assumptions and clarifications listed below, the GMP will require adjustments for the resulting additional costs and expenses. These assumptions and clarifications are specifically used to establish the basis of the GMP and as such are intended to clarify and take precedence over details or items shown on Contract Documents, in the event there is a discrepancy between or among any of them.

General Assumptions

- This Guaranteed Maximum Price is based on the Plans and Specifications for the Delta Marriott Guest Rooms Tower, as prepared by FlickMars, dated April 21, 2020, and PSA Consulting Engineers, Inc. dated, January 2021 and the following Assumptions and Clarifications.
- 2. The quotes have been solicited on the basis of award within 30 days.
- 3. The Guaranteed Maximum Price is based on an assumed construction start in June 2021 and completed by December 31, 2021.
- 4. All off-site permits are not included and shall be paid by the Owner.
- Any requirements by the Midwest City Municipal Authority, City of Midwest City, Delta Marriott or the State Fire Marshal that are not specifically depicted or indicated on the Contract Documents referenced above have not been included in the Guaranteed Maximum Price.
- 6. This GMP assumes that Owner furnished items will be on-site in accordance with the Construction Manager's schedule.
- 7. The costs of construction testing and inspection services are not included in this Guaranteed Maximum Price proposal.
- 8. It is assumed that the Contract Documents are in compliance with all required codes, including, local, state and federal requirements, so no monies are included for changes to the Contract Documents necessary to comply with the aforementioned codes and requirements.
- 9. The schedule format to be used is Smartsheet.
- 10. This GMP is based on CM utilizing the Construction Managers cloud based management software for project administration including the processing of submittals, RFIs, emails, etc.
- 11. This GMP is based on all awarded low bidders entering and executing a contract with CM upon GMP approval.
- 12. This GMP is based on Design team will provide necessary CAD files to CM for various shop drawings and submittals at no additional costs.
- 13. A Construction Managers construction contingency is included in the Guaranteed Maximum Price. This contingency is intended to cover the scope of work, including but not limited to events such as listed below. The construction contingency shall be the exclusive use of the Construction Manager.
 - a. Including mitigation of weather impact, such as abnormal inclement weather.
 - b. Losses, expenses or damages not covered by insurance, including any deductible amount.

- c. Subcontractor failures not covered by a subcontractor performance and payment bond.
- d. Increases in quantity or quality, which should have been reasonably inferable from the Contract Documents but not specifically shown therein.
- e. Items not properly coordinated or left out of the Bid Package scope of work.
- f. Underestimating
- g. It is understood by the Parties that this contingency is not to be allocated to costs due to errors and omissions in the Contract Documents (CD's) or to remedy, correct or resolve any inconsistencies, ambiguities, errors or omissions contained with the Architect's work product on which the Construction Manager's Guaranteed Maximum Price was based.
- h. Overtime, including unexcused schedule delays due to subcontractor work, performance or schedule.
- i. Any unused construction contingency will be returned to the Owner by a deduct change order at the end of the project.
- 14. An Owner contingency is not included in the GMP.
- 15. The order of precedence of the documents in the event that there is a conflict between documents is:
 - a. Future change orders.
 - b. These Assumptions and Clarifications dated June 21, 2021.
 - c. Agreement between Owner and Construction Manager.
 - d. Addenda as issued by the Design Team.
 - e. Contract specifications, as prepared by FlickMars.
- 16. General Conditions and Requirements amount is a lump sum and shall be billed on an equivalent monthly basis throughout project duration, beginning in June 2021.
- 17. The following items are **NOT INCLUDED** in the Guaranteed Maximum Price: A/E fees, Design Fees, CM PreConstruction Fee, Owner contingency, Sales Tax, 3rd party commissioning of mechanical or electrical systems, items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction start-up, test and occupy the building.
- 18. Preconstruction services will be billed separately.
- 19. The Owner will provide temporary and permanent utility cost during construction for start-up, test and occupy the new building.
- 20. The GMP included allowances for costs not fully determined at time of GMP issue. These allowances are identified on the Cost Report.



City Manager

100 N. Midwest Boulevard Midwest City, OK 73110 Office: 405.739.1201 tlyon@midwestcityok.org www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: June 22, 2021

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25

O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive

session.

Appropriate information will be dispersed during executive session.

Tim L. Lyon, City Manager