



CITY OF NORMAN, OK
NORMAN FORWARD SALES TAX CITIZEN FINANCIAL
OVERSIGHT BOARD MEETING
Young Family Athletic Center, 2501 Conference Drive, Norman, OK 73069
Friday, September 15, 2023 at 3:30 PM

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

ROLL CALL

MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF MINUTES FROM JULY 18, 2023

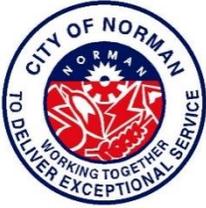
REPORTS AND ACTION ITEMS

2. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF FINANCIAL REPORTS
3. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED COUNCIL ACTIONS
4. AD HOC COMMITTEE LIAISON REPORTS
5. PROJECT MANAGER REPORTS
6. YOUNG FAMILY ATHLETIC CENTER (YFAC) UPDATE & BUSINESS PLAN REPORT

MISCELLANEOUS

7. ESTABLISHMENT OF FUTURE MEETING TIME(S)
8. TOUR OF THE YOUNG FAMILY ATHLETIC CENTER

ADJOURNMENT



CITY OF NORMAN, OK NORMAN FORWARD SALES TAX CITIZEN FINANCIAL OVERSIGHT BOARD MEETING

Adult Wellness & Education Center, 602 N. Findlay, Norman, OK 73069
Tuesday, July 18, 2023 at 3:30 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

ROLL CALL

PRESENT

Board member Andy Sherrer
Board member Cindy Rogers
Board member Erik Paulson
Board member Linda Price
Board member Saidy Orellana
Board member Misty Grantham
Board member Zachary Simpson

ABSENT

Board member Alva Brockus

OTHERS

Anthony Francisco, Director of Finance
Clint Mercer, Chief Accountant
Kathryn Walker, City Attorney
Jason Olsen, Director of Parks & Recreation
Veronica Tracy, Recreation Manager
Kellen McCoy, Field Operations Supervisor
Jacob Huckabaa, Budget Technician
Dannielle Risenhoover, Administrative Tech IV

MINUTES

1. Consideration of approval, rejection, amendment and/or postponement of minutes from May 23, 2023

Member Price made a motion to approve the minutes from the May 23, 2023 meeting, which was duly seconded by Member Sherrer. The motion passed unanimously.

Items submitted for the record:

Norman Forward Citizens Financial Oversight Board Minutes from May 23, 2023

REPORTS AND ACTION ITEMS

2. Consideration of approval, rejection, amendment and/or postponement of Finance Reports

Anthony Francisco gave the Expenditure Report stating that the Reaves Park Project has been finalized and that the Professional Services Project has gone from a negative to a positive balance and is near completion as well. Francisco also gave the Revenue Report stating that the City had a pretty good revenue month in July, but a pretty bad revenue month in June. "All things taken together, we're about .77% above the Fiscal Year target and 10% below the original projected targets for Sales Tax," Francisco said. "We're 22% above Use Tax projections and 148% above the original projections for Use Tax. Taken together, we're about 2.5% above the combined Fiscal Year target and 3.8% below the combined original target. We are still below the combined target so we want to keep expenditures down as much as we can and certainly within their budgets as we move forward." Member Rogers referred to previous Committee conversations about how monthly Sales and Use Tax predictability has become more challenging and difficult. Francisco agreed stating, "Our targeting is based on the full 30 or so years of history that we have month-to-month collections of Sales Tax, but recent trends are not so reflective of those long term trends that you might think or hope. If the current trends continue, we'll get close to those trends moving forward. Over the year it should balance out."

Items submitted for the record:

Expenditure Report

Revenue Report

3. Consideration of approval, rejection, amendment and/or postponement of previously approved Council actions

Anthony Francisco gave the report stating that Council hadn't taken any major actions since the last Norman Forward Citizens Financial Oversight Board meeting, except for approving the Young Family Athletic Center (YFAC) operating contract between Norman Regional Hospital and the City of Norman. Norman Regional Hospital is now officially part of the YFAC project. They have made their second payment to the City of Norman and their next payment will be made upon completion of the YFAC construction.

Member Rogers requested more information regarding the Council's re-appropriation of funds for the Adult Wellness & Education Center and the YFAC. Francisco stated, "The whole contract for the construction of the Adult Wellness & Education Center and the YFAC was encumbered

when the City entered into the contract with the construction managers at risk. At the end of last Fiscal Year (June 30, 2023), we disencumbered that money and re-appropriated it at the start of this Fiscal Year (July 1, 2023). We had to close the books with a positive fund balance and then re-appropriate the money this Fiscal Year. For fund balance purposes, all money that is encumbered at the end of the Fiscal Year is booked as if it has been spent; so, what we have to do is disencumber the money at the end of this closing Fiscal Year and then re-encumber it at the start of the new Fiscal Year. Nothing really happened except Council had to take that action to disencumber and re-appropriate.”

As of July 2023 the last of the 2021 Norman Municipal Authority bond money was spent. Francisco stated, “Everything that we do now in Norman Forward, not just YFAC, but in Norman Forward, will be on a pay as you go basis. You are not going to see reserve for bond proceeds anymore because that reserve is gone. This Board has done a great job from day one, to make sure, based on those pro-forma reports, that we will be in the black, and we’ll make sure that we hold to that.”

Items submitted for the record:
Previous Council agenda items

4. AD HOC Committee Liaison Reports

No report was given.

5. Project Manager Reports

Francisco stated that the City of Norman was unable to develop a successful operating agreement between themselves and Santa Fe Family Life Center for the management of the YFAC; thus, the decision was made that the Norman Parks and Recreation Department will be the operator of the YFAC. Although City of Norman and Santa Fe Family Life Center couldn’t come to an operating agreement, City of Norman Director of Parks & Recreation, Jason Olsen, stated that he believes the Santa Fe Family Life Center will continue to be a YFAC tournament partner. The YFAC’s health partner will be Norman Regional Hospital.

6. Young Family Athletic Center (YFAC) Update & Business Plan Report

Jason Olsen stated that he will be approaching several City of Norman boards to gain recommendations and feedback in the creation of the City of Norman, YFAC operating guidelines. When solid policies have been formulated, Olsen will approach Council for approval of the operating policies. Once Council approves the policies, it will be up to the City Manager and the Park Board to make recommendations in updating the policy manual. In speaking about the YFAC fee schedule, Olsen stated, “We are giving a lot of benefits to our Norman residents. We want to make sure that this is accessible.” Olsen reviewed and submitted for the record a tentative YFAC business plan, booking polices, and a proposed budget to the Board for review. Olsen states that meetings with local YFAC partners indicate that they are really pleased with the initial operating plan for the facility.

As the operator and facilitator, the City of Norman Parks & Recreation Department will be booking the YFAC events, so if the Sports Commission recruits an event, they will have to work with the City to book it. Olsen says, “Ideally concessions will be a separate operator so they will be buying all their food and selling it.” It is expected that the City will then get a percentage of the concession profit.

Member Sherrer asked how the newly passed hotel/motel tax increase will affect collaboration between the City of Norman and Visit Norman. Olsen replied, "One of the key things that makes Young Family Athletic Center very, very attractive is the walkability from the hotels. I think we have right at 600 hotel rooms that are available within walking distance of the Young Family Athletic Center. What we have talked about with them (Visit Norman) so far is that they would be out there recruiting tournaments for us. They will also be putting together (bid) packages for us. On top of that, they have committed to a little bit of marketing. Where that leads may be some social media or recruiting sponsors." Olsen also stated that the bid packages will include things such as marketing agreements, hotel costs, and attractive YFAC images.

Chair Rieger commented that he thinks the YFAC operating budget looks good, but asked, "What happens if you don't make your numbers?" Anthony Francisco replied, "The whole idea is that the revenues will equal the expenditures. If you're coming up short on revenues then you're going to have to cut expenses. That would be the first thing. The second thing is that, yes, there may be a call for the City's General Fund or for the Norman Forward Fund to do some subsidizing of the YFAC in the short term or the longer term, but we don't foresee that right now. This Board will certainly be informed on how it's looking, at least on a meeting by meeting basis."

"There are a lot of cities that build these (sports facilities), not so many cities that necessarily operate these," Olsen added. "Most of the time it is a private venture. A lot of these sports facilities build in a warehouse district. We're building in a commercial district so we have completely different standards for what we're building compared to somewhere else. We want to have a beautiful, nice, available rec center for our local leagues and for our kids who are here playing and on our open weekends outside of that, we're going to go out there and open this place up. We think we can get top dollar (for hosting tournaments) and then return that value back to our residents."

Surplus revenue from the operation of the YFAC will go into a special revenue fund for the YFAC.

Items submitted for the record:

Operator Memo
YFAC Business Plan
YFAC Booking Policies

MISCELLANEOUS

The Library is now responsible for its own ground maintenance. A large portion of the natural landscaping is being replaced with buffalo grass to make the grounds easier to maintain.

Chair Rieger commented that the week of July 17 was the five year anniversary of the opening of the east side library.

Member Price questioned what the City will do if the State of Oklahoma decides to sell Griffin Park and Sutton Wilderness. City Attorney, Katherine Walker stated that in 2019 the state agreed to, and Norman City Council approved, a 15 year initial term lease with a renewable 15 year term lease of these properties. During the first 15 year term, the State cannot sell the

property without giving the City of Norman first right of refusal and the State has to sell all of the property. The state is currently trying to sell some of their property in Norman. “We’ve got a second offer that we are getting ready to send them on Friday that addresses Griffin and Sutton. We’ve got our own appraisals; we’re negotiating actively and I’m hoping we’ll get a better response than we did in 2015, 2016, 2017, and 2018. We’ve got some other ways we can help them redevelop Griffin Hospital if that’s what they want to do. We can partner for zoning and things like that, that will give us some assurance that it redevelops the way the City wants it to, but also entitle that land to make it more valuable for selling. We’re working through that. What they’ve told us and really complicates it, on the Griffin Hospital piece, is they aren’t going to be prepared to vacate the space for three years. And so how do you sell land to someone and say, ‘we’re going to lease it from you for free or \$1/year for the next three years, but don’t reduce the value’? That’s kind of where things are right now. It’s very evident that they want to sell the property, they want to move forward, but we’re trying to work through those hurdles,” Walker said.

According to Walker, the State of Oklahoma desires to relocate Griffin Hospital but has a funding gap of \$48-\$52 million that is preventing them from relocating. Walker stated that, “Any ARPA (American Rescue Plan Act) funds would need to be appropriated by 2024 and spent by 2026.”

Anthony Francisco stated, “Every effort is being made to ensure that the City will not give up ownership and/or control of the Griffin soccer land and Sutton Wilderness.”

7. Establishment of future meeting time(s)

The Board determined that the next Norman Forward Sales Tax Citizen Financial Oversight Board Meeting would be September 15, 2023 at 3:30 PM. The Board will gather at the Young Family Athletic Center (YFAC), located at 2501 Conference Dr., Norman to conduct their meeting and take a tour the YFAC.

8. Tour of Adult Wellness and Education Center

Jason Olsen gave the Board a guided tour of the Adult Wellness and Education Center. Olsen answered questions and provided insight into the facility’s layout and design.

ADJOURNMENT

Member Simpson made a motion to adjourn the meeting which was duly seconded by Member Sherrer. The motion passed unanimously. The meeting adjourned at approximately 4:45 PM.

Andy Rieger, Chair
Norman Forward Sales Tax Citizen Financial Oversight Board

**NORMAN FORWARD
FINAL PROJECT COST COMPARISON**

PROJECT				Variance:	
	Original Budget	Revised Budget	Actual Cost	Original Budget	Revised Budget
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277	\$ (801,277)	\$ 1.16
Garner/Acres Intersection	\$ 2,700,000	\$ 2,951,393	\$ 2,951,393	\$ (251,393)	\$ (0.47)
Central Branch Library	\$ 39,000,000	\$ 35,014,495	\$ 35,010,261	\$ 3,989,739	\$ 4,233.62
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304	\$ 305,696	\$ 305,695.62
Westwood Swim Complex	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800	\$ 236,200	\$ 236,200.35
Andrews Park	\$ 1,500,000	\$ 1,499,099	\$ 1,469,128	\$ 30,872	\$ 29,971.36
Griffin Park Soccer Complex*	\$ 11,000,000	\$ 11,000,000	\$ 11,106,865	\$ (106,865)	\$ (106,864.55)
Ruby Grant Park	\$ 6,150,000	\$ 6,150,000	\$ 6,146,426	\$ 3,574	\$ 3,573.81
Professional Services (ADG)	\$ 1,747,655	\$ 3,718,208	\$ 3,568,901	\$ (1,821,246)	\$ 149,307.60
Community Sports Park*	\$ 2,500,000	\$ 2,500,000	\$ 2,296,931	\$ 203,069	\$ 203,068.58
Reaves Park Complex*	\$ 10,000,000	\$ 10,000,000	\$ 9,983,111	\$ 16,889	\$ 16,888.84

***NEAR FINAL**

Professional Services/Consultant (51110111-44002/44003)

	Budget	Revised Budget	Balance
Total Current Budget	1,747,655.00	3,718,208.14	-
Total			<u>(3,568,900.54)</u>
Balance			<u>149,307.60</u>
NFB001 Griffin Park Soccer Complex			
	Budget	Revised Budget	Balance
Total Current Budget	11,000,000.00	10,782,584.00	-
Total			<u>(10,889,448.55)</u>
Balance			<u>(106,864.55)</u>
NFP102 Griffin Park Regrading (Paygo)			
	Budget	Revised Budget	Balance
Total Current Budget	217,416.00	217,416.00	-
Total			<u>(217,416.00)</u>
Balance			<u>-</u>
NFB002 Indoor Aquatics Facility			
	Budget	Revised Budget	Balance
Total Current Budget	14,000,000.00	15,038,191.00	-
Total			<u>(14,868,665.27)</u>
Balance			<u>169,525.73</u>
NFB003 Indoor Sports Facility			
	Budget	Revised Budget	Balance
Total Current Budget	8,500,000.00	12,238,190.00	-
Total			<u>(12,064,049.74)</u>
Balance			<u>174,140.26</u>

NFP110 Young Family Athletic Center Pay-Go			
	Budget	Revised Budget	Balance
Total Current Budget	1,200,000.00	22,145,078.00	
Total			<u>(13,549,907.17)</u>
Balance			<u>8,595,170.83</u>
NFB005 Community Sports Park Development			
	Budget	Revised Budget	Balance
Total Current Budget	2,500,000.00	2,500,000.00	
Total			<u>(2,296,931.42)</u>
Balance			<u>203,068.58</u>
NFB006 Reaves Park Baseball Complex			
	Budget	Revised Budget	Balance
Total Current Budget	10,000,000.00	10,000,000.00	
Total			<u>(9,983,111.16)</u>
Balance			<u>16,888.84</u>
NFB007 Westwood Tennis Center Addition			
	Budget	Revised Budget	Balance
Total Current Budget	1,000,000.00	1,801,278.00	
Total			<u>(1,801,276.84)</u>
Balance			<u>1.16</u>
NFB008 James Garner/Acres Intersection			
	Budget	Revised Budget	Balance
Total Current Budget	2,700,000.00	2,951,393.00	
Total			<u>(2,951,393.47)</u>
Balance			<u>(0.47)</u>
NFP109 James Garner: Flood-Acres			
	Budget	Revised Budget	Balance
Total Current Budget	6,000,000.00	3,199,889.00	
Total			<u>(2,536,519.61)</u>
Balance			<u>663,369.39</u>

NFB016 Library - New Central Branch

	Budget	Revised Budget	Balance
Total Current Budget	39,000,000.00	35,014,495.00	-
			<u>-</u>
Total			<u>(35,010,261.38)</u>
Balance			<u>4,233.62</u>

NFB017 Library - New East Branch

	Budget	Revised Budget	Balance
Total Current Budget	5,100,000.00	5,100,000.00	-
			<u>-</u>
Total			<u>(4,794,304.38)</u>
Balance			<u>305,695.62</u>

NFB018 Westwood Swim Complex Replacement

	Budget	Revised Budget	Balance
Total Current Budget	12,000,000.00	12,000,000.00	-
			<u>-</u>
Total			<u>(11,763,799.65)</u>
Balance			<u>236,200.35</u>

NFB019 Andrews Park Development

	Budget	Revised Budget	Balance
Total Current Budget	1,500,000.00	1,499,099.00	-
			<u>-</u>
Total			<u>(1,469,127.64)</u>
Balance			<u>29,971.36</u>

NFB020 Traffic & Road Improvements

	Budget	Revised Budget	Balance
Total Current Budget	-	-	-
			<u>-</u>
Total			<u>-</u>
Balance			<u>-</u>

NFP120 Traffic & Road Improvements

	Budget	Revised Budget	Balance
Total Current Budget	500,000.00	500,000.00	<u>-</u>
Total			<u>(497,553.32)</u>
Balance			<u>2,446.68</u>

NFP100 Public Arts Projects (Paygo)

	Budget	Revised Budget	Balance
Total Current Budget	1,200,000.00	1,200,000.00	<u>-</u>
Total			<u>(624,889.47)</u>
Balance			<u>575,110.53</u>

NFP101 Neighborhood Park Improvement (Paygo)

	Budget	Revised Budget	Balance
Total Current Budget	6,500,000.00	6,500,000.00	<u>-</u>
Total			<u>(2,090,219.91)</u>
Balance			<u>4,409,780.09</u>

NFP103 Griffin Park Land Lease/Purchase (Paygo)

	Budget	Revised Budget	Balance
Total Current Budget	10,000,000.00	2,400,000.00	<u>-</u>
Total			<u>(360,000.03)</u>
Balance			<u>2,039,999.97</u>

NFP104 New Neighborhood Park Dev (Paygo)

	Budget	Revised Budget	Balance
Total Current Budget	2,000,000.00	2,000,000.00	<u>-</u>
Total			<u>(545,212.61)</u>
Balance			<u>1,454,787.39</u>

NFP105 Ruby Grant Park Developmt (Paygo)

	Budget	Revised Budget	Balance
Total Current Budget	6,150,000.00	6,150,000.00	
Total			<u>(6,146,426.19)</u>
Balance			<u>3,573.81</u>

NFP106 Saxon Park Development (Paygo)

	Budget	Revised Budget	Balance
Total Current Budget	2,000,000.00	2,000,000.00	-
Total			<u>(36,735.50)</u>
Balance			<u>1,963,264.50</u>

NFP107 New Trail Dev-Legacy System (Paygo)

	Budget	Revised Budget	Balance
Total Current Budget	2,000,000.00	2,000,000.00	-
Total			<u>(429,459.00)</u>
Balance			<u>1,570,541.00</u>

NFP108 Senior Citizens Center (Paygo)

	Budget	Revised Budget	Balance
Total Current Budget	-	1,081,076.00	-
Total			<u>(1,081,075.28)</u>
Balance			<u>0.72</u>

NFP111 Senior Citizens Center (Paygo)

	Budget	Revised Budget	Balance
Total Current Budget	-	11,318,924.00	-
Total			<u>(10,105,258.63)</u>
Balance			<u>1,213,665.37</u>

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/08/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

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

BACKGROUND:

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

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

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

DISCUSSION:

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

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

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

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

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

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

RECOMMENDATION:

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

Resolution

R-2324-36

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

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



R-2324-36

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

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

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

PASSED AND ADOPTED THIS _____ day of _____, 2023

Mayor

ATTEST:

City Clerk

Introduction and Purpose

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

Authority of the Director of Parks and Recreation

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

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

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

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

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

YFAC Misson

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

Definitions

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

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

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

YFAC Facility

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

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

Scheduling Policies and Procedures

1. Community/Operational Partner Rentals

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

2. Event Rentals

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

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

3. Private Practice or Private Party Rentals

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

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

Cancellation Policy

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

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

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

EXHIBIT A

Memberships

EXHIBIT B

SCHOOL PARTNER:

Norman Public Schools
131 South Flood Avenue
Norman, OK 73069

LOCAL YOUTH LEAGUE PARTNER:

Norman Optimist Club
1005 Lexington Avenue
Norman, OK 73069

TOURNAMENT PARTNER:

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

BASKETBALL CLUB:

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

SWIMMING CLUB:

Sooner Swim Club
1701 Asp Avenue
Norman, OK 73072

VOLLEYBALL CLUB:

TBD

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/08/2023

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

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

BACKGROUND:

Construction on one of the “crown jewels” of the NORMAN FORWARD quality of life program, the Young Family Athletic Center (YFAC) is nearing completion. Quoting from the NORMAN FORWARD Implementation Plan accepted by the City Council in March, 2023, “the combined Indoor Multi-Sport and Aquatic Center will be named the “Young Family Athletic Center” after Norman native, NBA All-Star and University of Oklahoma alumnus Trae Young. The aquatic portion of the building will feature two pools: an 8-lane, 25-meter competition pool with spectator seating and a 4-lane, 25 meter pool used as a warm-up pool during competitions. The Multi-Sport (gymnasiums) portion of the building will each house 8 basketball courts or 12 volleyball courts. Norman Regional Health System is developing the “NMotion” space, which will serve as a sports and human performance center and physician clinic. Other YFAC amenities include concessions, a small retail space, administrative offices, tournament and team breakout rooms, public restrooms, and other support areas.”

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

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

DISCUSSION:

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

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

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

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

BEGINNING FUND BALANCE	REVENUES			EXPENDITURES			EMP TURNOVER SAVINGS	TOTAL EXPENSES	REVENUES OVER (UNDER) EXPENSES	ENDING FUND BALANCE
	OPERATING REVENUES	INTERFUND TRANSFERS	TOTAL REVENUES	OPERATING EXPENSES	INTERFUND TRANSFERS	SUBTOTAL EXPENSES				
\$ -	\$ 973,065.00	\$ -	\$ 973,065.00	\$ 973,065.00		\$ 973,065.00		\$ 973,065.00	\$ -	\$ -
86,701	3,000,000		3,000,000			0		0	3,000,000	3,086,701
2,814,461			0	80,000		80,000		80,000	(80,000)	2,734,461
\$2,901,162	\$3,973,065	\$0	\$3,973,065	\$1,053,065	\$0	\$1,053,065	\$0	\$1,053,065	\$2,920,001	\$5,821,162
			0			0		0	0	0
			0			0		0	0	0
			0			0		0	0	0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$2,901,162	\$3,973,065	\$0	\$3,973,065	\$1,053,065	\$0	\$1,053,065	\$0	\$1,053,065	\$2,920,001	\$5,821,162

at 6:30 p.m. in the Council Chambers of the Norman Municipal Building for the purpose of discussion of the proposed amendment. The adopted budget may be examined on weekdays at from 8:00 a.m. to 5:00 p.m. All interested citizens have the opportunity to give written and oral comments.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Wade Thompson, Parks and Facilities Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

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

BACKGROUND:

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

DISCUSSION:

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

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

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

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

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

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

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

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

RECOMMENDATION:

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

from the total cost of work for the Construction Phase of \$251,755 + the Indirect Cost and Fee of \$81,276. Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the Griffin Park Project). The GMP is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and Pursuant to any of the following documents, as applicable:

- A. Basis for GMP. Refer **Exhibit _A_** to GMP #4 Letter
- B. Contract Document Log. Refer to **Exhibit _B_** for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit _B_ and incorporated herein by reference.
- C. Allowances. Refer to **Exhibit _C_** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit _C_ and incorporated herein by reference.
- D. Assumptions. Refer to **Exhibit _D_** for a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit _D_ and incorporated herein by reference.
- E. Proposed GMP. Refer to **Exhibit _E_** for the proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit _E_ and incorporated herein by reference.
- F. Substantial Completion. Refer to **Exhibit _F_** for Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit _F_ and incorporated herein by reference.
- G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit _G_**.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

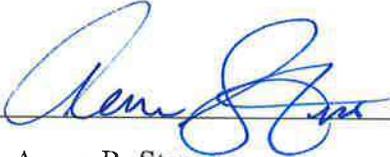
3. Non-Default. By executing this Fourth Amendment, the Construction Manager affirmatively asserts that (i) The Norman Municipal Authority is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fourth Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGE]

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

CONSTRUCTION MANAGER (CROSSLAND CONSTRUCTION COMPANY, INC)

By: 

Name: Aaron R. Stoops

Title: Vice President

Date: 8.16.23

ATTEST:

By: 

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

Commission Number: 21009617

Expiration Date: 07/22/25



THE NORMAN MUNICIPAL AUTHORITY

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

Office of the General Counsel

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

By: _____

Larry Heikkila, Mayor

ATTEST:

By: _____

Brenda Hall, City Clerk

K-2122-81 Griffin Park - Exhibit A

August 8th, 2023

Wade Thompson
Parks Superintendent
City of Norman

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

CROSSLAND
CONSTRUCTION COMPANY, INC.

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

Dear Mr. Wade Thompson,

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

These funds are to be utilized as an allowance. The intent is to price with existing subcontractors to award as change orders. All contractual limits to be in accordance with the Oklahoma Public Competitive Bidding Act, 61 O.S. 1974, §101

Crossland Construction Company has reviewed the bids for qualifications, completeness, responsiveness, cost, & best value to the owner. For additional information, see breakout pages & summaries below.

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

Please contact me should you have any questions.

Sincerely,

Ethan James
Preconstruction Engineer
Crossland Construction Company

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

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

EXHIBIT D
GMP AMENDMENT NO. 4 Assumptions

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

**EXHIBIT F
GMP AMENDMENT NO. 4 SUBSTANTIAL**

COMPLETION

Substantial Completion date for Griffin Park Phase 6 – North Extension is October 11th of 2023.

File Attachments for Item:

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

EXHIBIT A

DESCRIPTION OF EQUIPMENT

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

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

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

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

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-1617-113:
BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, AND HALFF ASSOCIATES IN THE AMOUNT OF \$91,750 FOR ADDITIONAL DESIGN SERVICES FOR THE NORMAN FORWARD PROGRAM REAVES PARK RENOVATION PROJECT, AS OUTLINED IN THE STAFF REPORT.

NORMAN MUNICIPAL AUTHORITY

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

Office of the General Counsel

Approved by Norman Municipal Authority on this ____ day of _____, 2023.

By: _____
Larry Heikkila, Chairperson

ATTEST:
By: _____
Brenda Hall, Secretary



Proposal Request Transmittal

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

PROJECT	Norman PRD - Multi-Sport & Aquatics FSB2018-069-01	DATE SENT	1/24/2023
SUBJECT	DUMPSTER ENCLOSURE	PROPOSAL REQUEST ID	PR-043
TYPE	Proposal Request	TRANSMITTAL ID	01882
PURPOSE	For Review and Response	VIA	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

TO

NAME	COMPANY	EMAIL	PHONE
Amanda Derrico	GE Johnson Construction Company United States	DerricoA@GEJohnson.com	
Chris Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	405-840-2931
Dustin Blalock		dustinblalock@jhbr.com	(405) 526-0280
Joshua Young		youngj@gejohnson.com	
Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	killgore@fsb-ae.com	+1 (405) 840-2931 Ext. 192
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson.com	

Proposal Request Transmittal

Item 3.

DATE: 1/24/2023

ID: 01882

NAME	COMPANY	EMAIL	PHONE
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842- 9556 147
Tim Mathews	GE Johnson Construction Company United States	mathewst@gejohnson.co m	

REMARKS: Please see attached.

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	1/24/2023	PR-043.pdf				
1	1/24/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-043 COMBINED DRAWINGS.pdf				



Proposal Request Transmittal

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

PROJECT	Norman PRD - Multi-Sport & Aquatics FSB2018-069-01	DATE SENT	5/12/2023
SUBJECT	VIDEO BOARD	PROPOSAL REQUEST ID	PR-042 R2
TYPE	Proposal Request	TRANSMITTAL ID	02241
PURPOSE	For Review and Response	VIA	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

TO

NAME	COMPANY	EMAIL	PHONE
Amanda Mascorro	GE Johnson Construction Company United States	Mascorroa@gejohnson.com	
Christopher Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	(405) 842-9556 298
Dustin Blalock		dustinblalock@jhbr.com	(405) 526-0280
Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	killgore@fsb-ae.com	(405) 840-2931 192
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson.com	
Meg Paus	FSB	mpaus@fsb-ae.com	(405) 842-

Proposal Request Transmittal

Item 3.

DATE: 5/12/2023

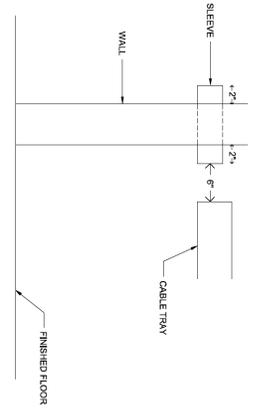
ID: 02241

NAME	COMPANY	EMAIL	PHONE
	5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States		9556 265
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842- 9556 147
Siddant Jain	GE Johnson Construction Company United States	siddhantj@dpr.com	
Wes Brannon	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	wbrannon@fsb-ae.com	(405) 840- 2931 289

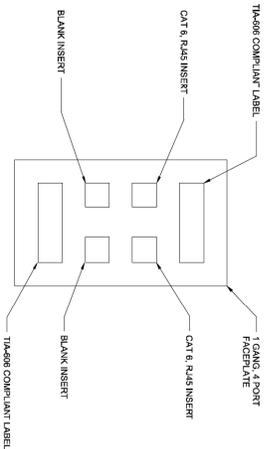
REMARKS: See attached.

DESCRIPTION OF CONTENTS

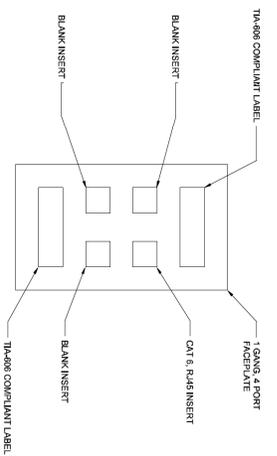
QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	5/12/2023	PR-045R2.pdf				
1	5/12/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-045-R2 COMBINED DRAWINGS.pdf				



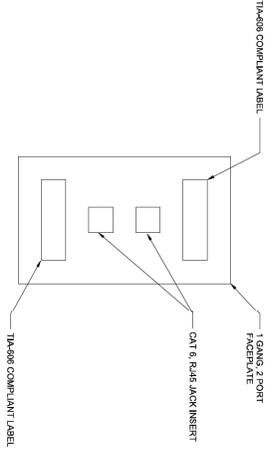
1 TYPICAL SLEEVE THRU WALL DETAIL
SCALE: NTS



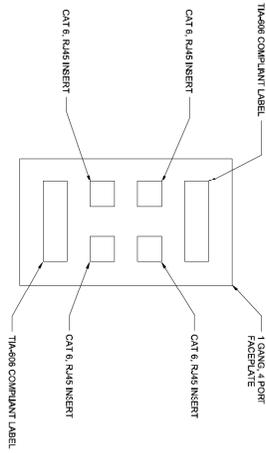
2 STANDARD TELECOMMUNICATIONS
OUTLET FACEPLATE DETAIL
SCALE: NTS



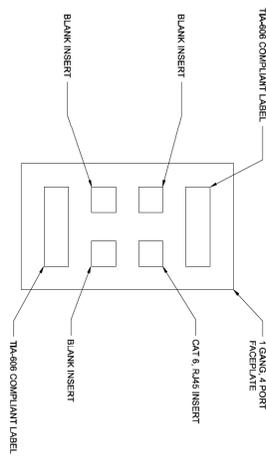
3 STANDARD DISPLAY OUTLET FACEPLATE DETAIL
SCALE: NTS



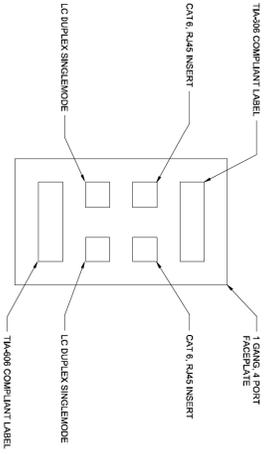
4 STANDARD WAP OUTLET FACE PLATE DETAIL
SCALE: NTS



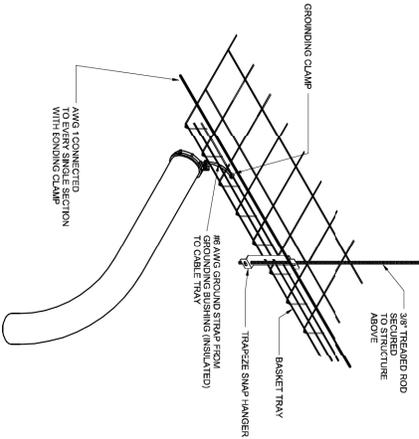
5 POOL LANE TIMING SYSTEM OUTLET FACEPLATE DETAIL
SCALE: NTS



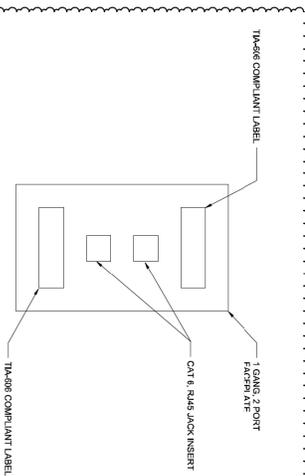
6 TYPICAL CCTV OUTLET FACEPLATE DETAIL
SCALE: NTS



7 TYPICAL AV OUTLET FACEPLATE DETAIL
SCALE: NTS



8 TYPICAL CONDUIT CONNECTION TO BASKET TRAY
SCALE: NTS



9 STANDARD OUTLET FACE PLATE DETAIL
SCALE: NTS



PROJECT NO:	201700201
DATE:	10/27/2021
SCALE:	AS SHOWN
ET501	
BID PACKAGE 5	

City of Norman
Young Family Athletics Center
 Norman, Oklahoma

LIT #00066

WTTI

JHBR architecture

BANNER RINKER SENAT

PSD



Item 3.

Proposal Request Transmittal

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

PROJECT	Norman PRD - Multi-Sport & Aquatics FSB2018-069-01	DATE SENT	5/15/2023
SUBJECT	VIDEO BOARD	PROPOSAL REQUEST ID	PR-045 R3
TYPE	Proposal Request	TRANSMITTAL ID	02246
PURPOSE	For Review and Response	VIA	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

TO

NAME	COMPANY	EMAIL	PHONE
Amanda Mascorro	GE Johnson Construction Company United States	Mascorroa@gejohnson.com	
Christopher Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	(405) 842-9556 298
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Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	kkillgore@fsb-ae.com	(405) 840-2931 192
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson.com	
Meg Paus	FSB	mpaus@fsb-ae.com	(405) 842-

Proposal Request Transmittal

Item 3.

DATE: 5/15/2023
ID: 02246

NAME	COMPANY	EMAIL	PHONE
	5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States		9556 265
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842-9556 147
Siddant Jain	GE Johnson Construction Company United States	siddhantj@dpr.com	
Wes Brannon	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	wbrannon@fsb-ae.com	(405) 840-2931 289

REMARKS: Please see attached.

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	5/15/2023	PR-045R3.pdf				
1	5/15/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-045-R3 COMBINED DRAWINGS.pdf				

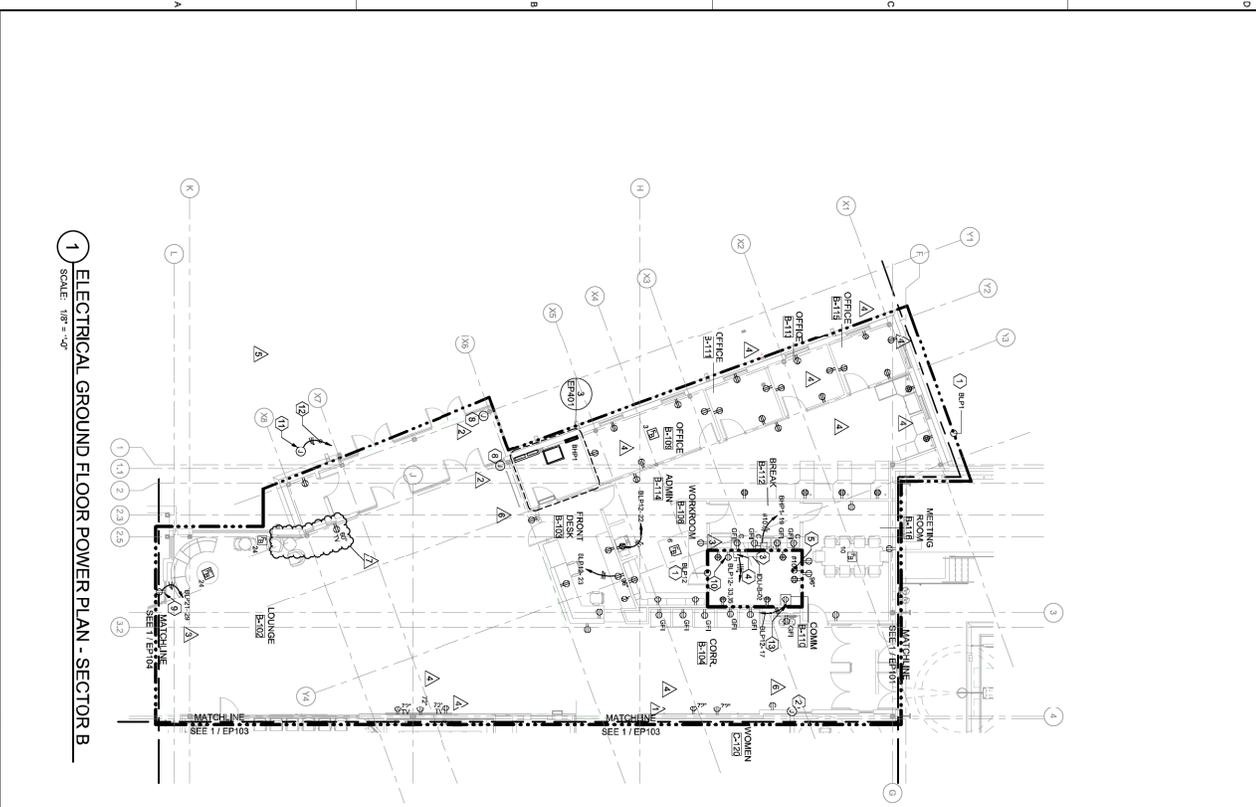
5

GENERAL NOTES

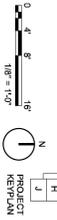
A. ALL FLOORBOOKS SHOWN ON THESE DRAWINGS SHALL SHOWN DIMENSIONS FLOORBOOKS TO APPROVAL, PROVIDED (1) DRAW EN IN LOSS/DX BASIS OF DESIGN AND REQUIREMENTS.

SHEET KEYNOTES

- 1. POWER ALL ELECTRICAL DEVICES TO THE PANEL, UNLESS INDICATED OTHERWISE.
- 2. POWER FOR WALL MOUNTED VIDEO DISPLAY.
- 3. 600V, 3-WAY, 400V, 1" IN DISSCONNECT.
- 4. 200V SHOWN NEXT TO DISCONNECT FOR EACH DISCONNECT EXACT LOCATION WITH MECHANICAL EXACT LOCATION WITH ET SHEETS.
- 5. EXACT LOCATION WITH ET SHEETS.
- 6. NOT USED FOR TO PREPARE FROM ACCESS.
- 7. CONTROL, COORDINATE EXACT LOCATION WITH MECHANICAL EXACT LOCATION WITH ET SHEETS.
- 8. DOOR INSTALLERS SHOW WINDOWS.
- 9. RECEPTACLE TO BE MOUNTED NO MORE THAN 18" ABOVE FINISHED FLOOR.
- 10. RECEPTACLE TO POWER CONDENSATE PUMPS.
- 11. COORDINATE EXACT LOCATION WITH EQUIPMENT EXACT LOCATION WITH ET SHEETS.
- 12. POWER CONNECTION FOR PREINSTALL SIGN WITH ARCHITECTURAL SHEETS OF FLOOR FOR SIGN ARCHITECTURAL SHEETS OF FLOOR FOR SIGN SUPPLIER, INSTALLER FOR EXACT LOCATION WITH ET SHEETS.
- 13. ELECTRICAL REQUIREMENTS AND SIZE OF BOX.
- 14. CIRCUIT SIGN POWER TO BHP IF SIGN REQUIRES INSTALL PHOTO CELL WITH NEKA OR CONTACTOR SIGN LIGHTS.
- 15. 120V CIRCUIT, UTILIZE SPACE BREAKER PANEL COORDINATE EXACT LOCATION IN ROOM WITH SYSTEM INSTALLER.



1 ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR B
SCALE: 1/8" = 1'-0"



3000 Barkers Canyon, Suite 250
Lawton, Oklahoma 74801
(405) 940-2831 | lba@lba.com

lba

BANKER
RINKER
SEAKAT
REGISTRATION

JHBR
architecture

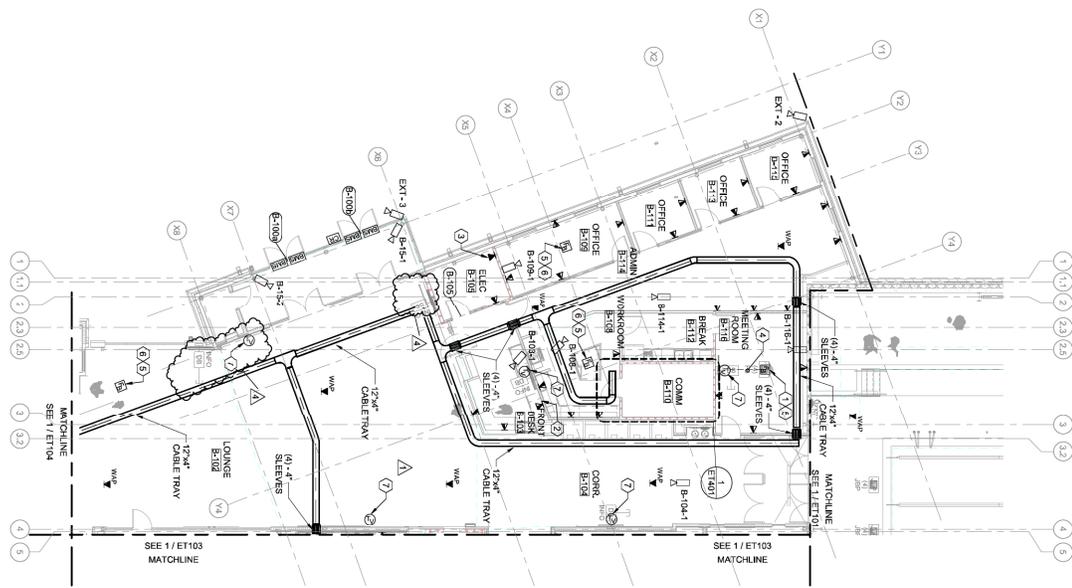
WTTI
WATER TECHNOLOGIES, INC.

LICENSED PROFESSIONAL
ELECTRICAL CONTRACTOR
No. 23126
DATE: 5/18/23

City of Norman
Young Family Athletics Center
Norman, Oklahoma

NO.	REVISION / DESCRIPTION	DATE
1	ISSUE FOR BIDDING	06/26/2024
2	REVISED FOR PERMITS	07/02/2024
3	REVISED FOR PERMITS	07/02/2024
4	REVISED FOR PERMITS	07/02/2024
5	REVISED FOR PERMITS	07/02/2024

PROJECT NUMBER:	J13
DRAWN BY:	GPN
DESIGNED BY:	GPN
PROJECT LOCATION:	WVCH
PROJECT TITLE:	YOUNG FAMILY ATHLETICS CENTER
DRAWING TITLE:	ELECTRICAL GROUND FLOOR POWER PLAN - SECTOR B
DATE:	10/27/2024
SCALE:	AS SHOWN
PROJECT KEY PLAN:	J13
EP102	
BID PACKAGE 5	



1 GROUND FLOOR TELECOMMUNICATION PLAN - SECTOR B
SCALE 1/8" = 1'-0"

ALL TELECOMMUNICATIONS, ACCESS CONTROLS, AND CCTV WORK DEPICTED ON THIS SHEET SHALL BE ASSOCIATED WITH SEGMENT #1 (GENERAL FACILITY).

- SHEET KEYNOTES**
1. REFERENCE ALL DRAWINGS FOR ADDITIONAL INFORMATION. PROVIDE AN INSTRUMENTAL INSTALLATION REFERENCE ELECTRICAL DRAWINGS PORT TELECOMMUNICATIONS INSTALLATION WITH 1/2" RADIUS BENDS, 90 DEGREE ELBOWS, 45 DEGREE BENDS, AND 180 DEGREE BENDS. RISE OR BASKET TRAY SYSTEM, ROUTE CONDUIT THROUGH BENDS, AND 90 DEGREE BENDS. TERMINATE CONDUIT WITH PLASTIC BUSHING, USE LISTS PER ENRUM RATED HORIZONTAL CABLES FROM THE FLOOR BOX OUTLET TO THE LOCATION, RUN (1) 1/2" CONDUIT AND (1) 1/4" CONDUIT EACH WITH ACCESSIBLE CEILING AREA ON THE BASKET TRAY SYSTEM. TERMINATE BOTH SPARE CONDUITS WITH 1/2" RADIUS BENDS. PROVIDE TELECOMMUNICATIONS OUTLET AT CONTRACTOR'S EXPENSE TO FULLY SUPPORT COMMUNICATIONS SYSTEMS AND TO PROVIDE FUTURE EXPANSION CAPABILITY. PROVIDE TELECOMMUNICATIONS SYSTEM W/STAIRWELL FOR EACH OUTLET LOCATION. PROVIDE TELECOMMUNICATIONS SYSTEM W/STAIRWELL FOR EACH OUTLET LOCATION. PROVIDE TELECOMMUNICATIONS SYSTEM W/STAIRWELL FOR EACH OUTLET LOCATION.
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 48. PROVIDE TELECOMMUNICATIONS SYSTEM W/STAIRWELL FOR EACH OUTLET LOCATION.
 49. PROVIDE TELECOMMUNICATIONS SYSTEM W/STAIRWELL FOR EACH OUTLET LOCATION.
 50. PROVIDE TELECOMMUNICATIONS SYSTEM W/STAIRWELL FOR EACH OUTLET LOCATION.



GENERAL NOTES

A. ANY DIMENSIONS SHOWN ON THESE DRAWINGS ARE INTENDED TO PROVIDE A GENERAL LOCATION AS REQUIRED BY THE OWNER. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND PROVIDE DIMENSIONS FROM TO ROOM FIN AND INTERNETLY PLACE TO THE OWNER'S REPRESENTATIVE.

B. ALL CABLE BUNDLES WILL BE SUPPORTED BY A RIGID BRACKET SYSTEM IN ACCORDANCE WITH THESE REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE THE SUPPORT SYSTEM AND DETAILS FOR ADDITIONAL CABLE TRAY INSTALLATION AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM THROUGHOUT THE PROJECT'S LIFE CYCLE.

C. THE CONTRACTOR SHALL PROVIDE THE SUPPORT SYSTEM FOR ALL CABLE BUNDLES AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM THROUGHOUT THE PROJECT'S LIFE CYCLE.

D. THE CONTRACTOR SHALL PROVIDE THE SUPPORT SYSTEM FOR ALL CABLE BUNDLES AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM THROUGHOUT THE PROJECT'S LIFE CYCLE.

GENERAL NOTES (Continued)

E. THE CONTRACTOR SHALL PROVIDE THE SUPPORT SYSTEM FOR ALL CABLE BUNDLES AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM THROUGHOUT THE PROJECT'S LIFE CYCLE.

F. THE CONTRACTOR SHALL PROVIDE THE SUPPORT SYSTEM FOR ALL CABLE BUNDLES AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM THROUGHOUT THE PROJECT'S LIFE CYCLE.

G. THE CONTRACTOR SHALL PROVIDE THE SUPPORT SYSTEM FOR ALL CABLE BUNDLES AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM THROUGHOUT THE PROJECT'S LIFE CYCLE.

H. THE CONTRACTOR SHALL PROVIDE THE SUPPORT SYSTEM FOR ALL CABLE BUNDLES AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM THROUGHOUT THE PROJECT'S LIFE CYCLE.

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J. THE CONTRACTOR SHALL PROVIDE THE SUPPORT SYSTEM FOR ALL CABLE BUNDLES AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM THROUGHOUT THE PROJECT'S LIFE CYCLE.

K. THE CONTRACTOR SHALL PROVIDE THE SUPPORT SYSTEM FOR ALL CABLE BUNDLES AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM THROUGHOUT THE PROJECT'S LIFE CYCLE.

L. THE CONTRACTOR SHALL PROVIDE THE SUPPORT SYSTEM FOR ALL CABLE BUNDLES AND SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM THROUGHOUT THE PROJECT'S LIFE CYCLE.

PROJECT INFORMATION

PROJECT NAME: City of Norman Young Family Athletics Center

PROJECT NUMBER: 1500100000

OWNER: City of Norman

DESIGNED BY: MKK

DRAWN BY: MKK

REVISIONS BY: MKK

PROJECT MANAGER: MKK

DATE: 10/27/2021

SHEET NUMBER: 5

City of Norman
Young Family Athletics Center
Norman, Oklahoma

**EXHIBIT B
GMP AMENDMENT NO. 5**

LIST OF ALLOWANCES

NO ALLOWANCES ARE INCLUDED OR PART OF THIS GMP AMENDMENT NO. 5

LIST OF ASSUMPTIONS AND CLARIFICATIONS

1. The Contract Documents indicated a quantity of 50,000 cubic yards of common fill would be available for use by the Earthworks, Site Clearing and Mass Excavation trade contractor/subcontractor. The location of the borrow area for the common fill, as indicated in the Contract Documents, is near the project site. Should the original location on where the 50,000 cubic yards is shown/indicated to be located change, the Final GMP is subject to change and be increased by Change Order for the additional costs, if any, and the costs would be allocated from Construction Contingency or by Owner Change Order.
2. Reference Standard Form of Agreement between Owner and Construction Manager, Contract K-2021-97 dated February 9, 2021, by and between The Norman Municipal Authority and GE Johnson Construction Company, Inc. The following modifications are hereby made to the original Agreement:
 - a. Article 5, Subsection 5.1.1. Strike the words "% of the total Guaranteed Maximum Price" and insert "Two and Seventy-Five Hundredths Percent (2.75%) of the Cost of Work.
 - b. Article 5, Subsection 5.1.2. In the first sentence, insert in the location requesting the monthly lump sum amount the following, "One Hundred Thirty Thousand Five Hundred Thirty-Five Dollars (\$130,535.00)/Month for the "Seventeen (17) month duration..."
 - c. Article 5, Subsection 5.1.2. After the second/last sentence, insert the following, "Based upon current market conditions and possible procurement and delivery delays associated with numerous building materials, equipment, and labor, the monthly General Conditions costs and duration of the Project are subject to change. The Construction Manager reserves the right to revise both the monthly lump sum for General Conditions and the total duration/Final Completion of the Project."
3. Structural steel delegated design is only responsible for the design of the connection details that were not shown in Bid Package #4 documents.
4. Storm water lines in GMP #2 bid documents are sized to receive the storm water from the adjacent site to the West and our Utility contractor will install as shown on the contract documents.
5. Reference Standard Form of Agreement between Owner and Construction Manager, Contract K-2021-97 dated February 9, 2021, by and between The Norman Municipal Authority and GE Johnson Construction Company, Inc. Additionally, reference Item 2. (above) of this Exhibit C – List of Assumptions and Clarifications. The following modifications and additional language are hereby made to the original Agreement and the List of Assumptions and Clarifications:
 - a. Reference Article 5, Subsection 5.1.2. The Subsection, modified in Item 2 of this Exhibit, is hereby modified additionally with the following:

LIST OF ASSUMPTIONS AND CLARIFICATIONS

- i. After the last sentence, added by Item 2.c of this Exhibit, insert the following language, "In accordance with the language added to Article 5, Subsection 5.1.2, the total duration/Final Completion of the Project has been revised and is reflected and included as part of Exhibit E included with GMP Amendment No. 3. Additionally, the monthly lump sum General Conditions of One Hundred Thirty Thousand Five Hundred Thirty-Five Dollars (\$130,535.00) are applicable to the final seventeen (17) months of the overall schedule. The first seven (7) months of the project schedule, and the monthly lump sum costs associated with the General Conditions, are hereby being reduced to a monthly lump sum of Eighty-Five Thousand Nine Hundred Eighty-Three Dollars (\$85,983.00). The additional costs attributable to the additional time/schedule are included as part of the costs associated with GMP Amendment No. 3. It is also hereby understood and agreed that should the Project Schedule be impacted beyond the reflected and agreed to duration/Final Completion of the project, the \$130,535.00 monthly lump sum General Conditions rate will apply at the monthly rate or a prorated rate if the time extension is less than 30 days.

- ii. Reference Item 5.a.i of this Exhibit. It is hereby understood the Project Schedule/Completion date for the project is extended and is reflected and included as part of Exhibit E included with GMP Amendment No. 5. Additionally, the Construction Manager is in the process of developing the additional costs for General Conditions associated with the extended completion date. It is also hereby understood, the Norman Municipal Authority agrees there are additional costs for General Conditions associated with the extension to the completion date and GE Johnson Construction Company, Inc. will be compensated for the additional General Conditions costs.

**EXHIBIT D
GMP AMENDMENT NO. 5**

ESTIMATED COST BREAKDOWN

The following information and breakdown represents the estimated costs for the work associated with PR-43 – Dumpster Enclosure and PR-45 – Video Board as well as indirect costs and fee to arrive at a total Estimated Costs for the purposes of amending the GMP for the project:

• PR-45 Video Board Scope of Work Costs:	\$205,930.00
• PR-43 Dumpster Enclosure Scope of Work Costs:	\$61,386.00
• General Liability Insurance Costs:	\$2,673.00
• Builder’s Risk Insurances Costs:	\$405.00
• Payment & Performance Bonds Cost:	\$1,595.00
• Contractor/Construction Manager Fee:	<u>\$7,480.00</u>
Total Estimated Costs for GMP No. 5 Amendment	\$279,469.00

EXHIBIT E SCHEDULE

Item 24.

Item 3.

Line	Name	Duration	Start	Finish
	MILESTONES	550d	10/11/2021	12/14/2023
1	CONSTRUCTION START		10/11/2021 A	10/11/2021 A
2	RFC 48-PR 4 DURATION	63d	1/18/2022 A	5/25/2022 A
3	SOG/ELEVATED DECK COMPLETE		10/21/2022 A	10/21/2022 A
4	TOPPING OUT SUPERSTRUCTURE		10/24/2022 A	10/24/2022 A
5	ROUGH IN POOLS COMPLETE		1/6/2023 A	1/6/2023 A
6	BUILDING DRIED IN		3/22/2023 A	3/22/2023 A
7	HVAC "FUNCTIONAL"		6/6/2023 A	6/6/2023 A
8	SUBSTANTIAL COMPLETION		12/7/2023	12/7/2023
9	CONSTRUCTION COMPLETE		12/14/2023	12/14/2023
	IMPACTS	412d	4/28/2022	12/13/2023
10	ACM PIPE REMOVAL	14d	4/28/2022 A	5/17/2022 A
11	VOLLEYBALL EQUIPMENT DECISION	20d	3/27/2023 A	5/19/2023 A
12	PR's/changes (59)	24d	7/17/2023	8/17/2023
13	WEATHER DAYS	35d	10/24/2023	12/13/2023
	PRECONSTRUCTION	50d	12/15/2021	2/28/2022
	GMP DEVELOPMENT	50d	12/15/2021	2/28/2022
14	BID PACKAGE #3 CONTRACTS ISSUED		12/15/2021 A	12/15/2021 A

GEJOHNSON
CONSTRUCTION COMPANY

Progress Period Date: 7/17/2023
Print Date: 7/17/2023
Page: 1 of 21

YFAC CPM

Line	Name	Duration	Start	Finish	2021	2022	2023	2024
15	BID PACKAGE #4 OUT TO BID	1/24/2022 A	1/24/2022 A	1/24/2022 A				
16	PR 01-02 APPROVAL	2/4/2022 A	2/4/2022 A	2/4/2022 A				
17	BID PACKAGE #4 CONTRACTS ISSUED	2/28/2022 A	2/28/2022 A	2/28/2022 A				
	PROCUREMENT	364d	12/13/2021	5/19/2023				
	SUBMITTALS	196d	12/13/2021	9/20/2022				
18	JOISTS AND DECKING SUBMITTALS	30d	12/13/2021 A	1/26/2022 A				
19	WATER LINE SUBMITTALS	10d	1/24/2022 A	2/4/2022 A				
20	JOISTS AND DECKING SUBMITTALS APPROVED	10d	1/26/2022 A	2/8/2022 A				
21	SUPERSTRUCTURE SUBMITTALS	57d	2/21/2022 A	6/1/2022 A				
22	CONCRETE SUBMITTALS APPROVED	10d	2/28/2022 A	4/1/2022 A				
23	CONCRETE SUBMITTALS	10d	3/8/2022 A	3/21/2022 A				
24	POOL STRUCTURE SUBMITTALS	10d	3/8/2022 A	3/21/2022 A				
25	SUPERSTRUCTURE SUBMITTALS APPROVED	72d	3/8/2022 A	7/21/2022 A				
26	MAIN HVAC-RTU'S SUBMITTALS	23d	3/8/2022 A	4/7/2022 A				
27	U/G MEP SUBMITTALS	18d	3/8/2022 A	3/31/2022 A				
28	MASONRY SUBMITTALS	17d	3/8/2022 A	4/19/2022 A				
29	STORM DRAIN SUBMITTALS	10d	3/29/2022 A	4/11/2022 A				
30	WATER LINE SUBMITTALS APPROVED	10d	3/29/2022 A	4/11/2022 A				

GEJOHNSON
CONSTRUCTION COMPANY

Progress Period Date: 7/17/2023
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YFAC CPM

Line	Name	Duration	Start	Finish	2021	2022	2023	2024
					O N D J J F M A M J J A S O N D	O N D J J F M A M J J A S O N D	O N D J J F M A M J J A S O N D	O N D J J F M A M J J A S O N D
					4 25 15 6 27 17 7 28 21 11 2 23 13 4 25 15 5 26 17 7 28 19 9 30 20 13 3 24 15 5 26 17 7 28 18 9 30 20 11 1 22 12 4 25 15 6 27 17 8 29			
123	DECKING	22d	8/17/2022 A	9/16/2022 A		DECKING		
124	DETAILING	15d	9/19/2022 A	10/7/2022 A		DETAILING		
	AREA "C" STRUCTURE	50d	8/8/2022	10/17/2022				
125	SET COLUMNS	27d	8/8/2022 A	9/14/2022 A		SET COLUMNS		
126	HANG MAIN FRAME	29d	8/8/2022 A	9/16/2022 A		HANG MAIN FRAME		
127	SET LONG SPAN JOISTS/HVAC FRAMES	22d	8/17/2022 A	9/16/2022 A		SET LONG SPAN JOISTS/HVAC FRAMES		
128	SET REG JOISTS/HVAC FRAMES-WEST SIDE	22d	8/17/2022 A	9/16/2022 A		SET REG JOISTS/HVAC FRAMES-WEST SIDE		
129	DECKING	23d	8/17/2022 A	9/19/2022 A		DECKING		
130	DETAILING	20d	9/20/2022 A	10/17/2022 A		DETAILING		
	AREA "B" STRUCTURE	66d	8/8/2022	11/8/2022				
131	SET COLUMNS	31d	8/8/2022 A	9/30/2022 A		SET COLUMNS		
132	HANG MAIN FRAME/2ND FLOOR FRAMING	27d	8/17/2022 A	10/7/2022 A		HANG MAIN FRAME/2ND FLOOR FRAMING		
133	2ND FLOOR DECKING/DETAILING	8d	9/26/2022 A	10/5/2022 A		2ND FLOOR DECKING/DETAILING		
134	SET JOISTS/HVAC FRAMES/DECKING	6d	10/24/2022 A	10/31/2022 A		SET JOISTS/HVAC FRAMES/DECKING		
135	DETAILING	6d	11/1/2022 A	11/8/2022 A		DETAILING		
	AREA "A" STRUCTURE	24d	10/6/2022	11/8/2022				
136	SET COLUMNS	6d	10/6/2022 A	10/13/2022 A		SET COLUMNS		
137	HANG MAIN FRAME	6d	10/6/2022 A	10/13/2022 A		HANG MAIN FRAME		

YFAC CPM

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Line	Name	Duration	Start	Finish
201	INSTALL MILLWORK	5d	8/1/2023	8/7/2023
202	MEP TRIM OUT	5d	8/1/2023	8/7/2023
203	INSTALL FLOORING-WEST AREAS	10d	8/8/2023	8/21/2023
204	INSTALL DOORS/SPECIALTIES	7d	8/16/2023	8/24/2023
205	FINAL PAINT-WEST	5d	8/25/2023	8/31/2023
	AREA "C" INTERIORS	308d 1s	8/26/2022	11/14/2023
206	HANGERS/LAYOUT O/H MEP	45d 1s	8/26/2022 A	10/31/2022 A
207	INTERIOR FRAMING-WEST WALL AND CONCESSIONS AREA	16d	9/19/2022 A	10/10/2022 A
208	IN WALL ROUGH IN MEP	16d	9/26/2022 A	10/17/2022 A
209	FS O/H ROUGH IN	4d	12/5/2022 A	12/8/2022 A
210	GREENBOARD ELECT 106-T/B/FIRST COAT	57d	1/3/2023 A	3/22/2023 A
211	ELECT 106 ROUGH IN	25d	1/11/2023 A	2/14/2023 A
212	SHEETROCK	53d	1/20/2023 A	7/18/2023
213	INSTALL INTERIOR GLAZING	47d	2/15/2023 A	7/20/2023
214	PAINT GYM CEILINGS	20d	3/22/2023 A	4/18/2023 A
215	T/B/P FIRST COAT	6d	4/13/2023 A	7/18/2023
216	TILE BATHROOMS	20d	4/19/2023 A	5/16/2023 A

Progress Period Date: 7/17/2023

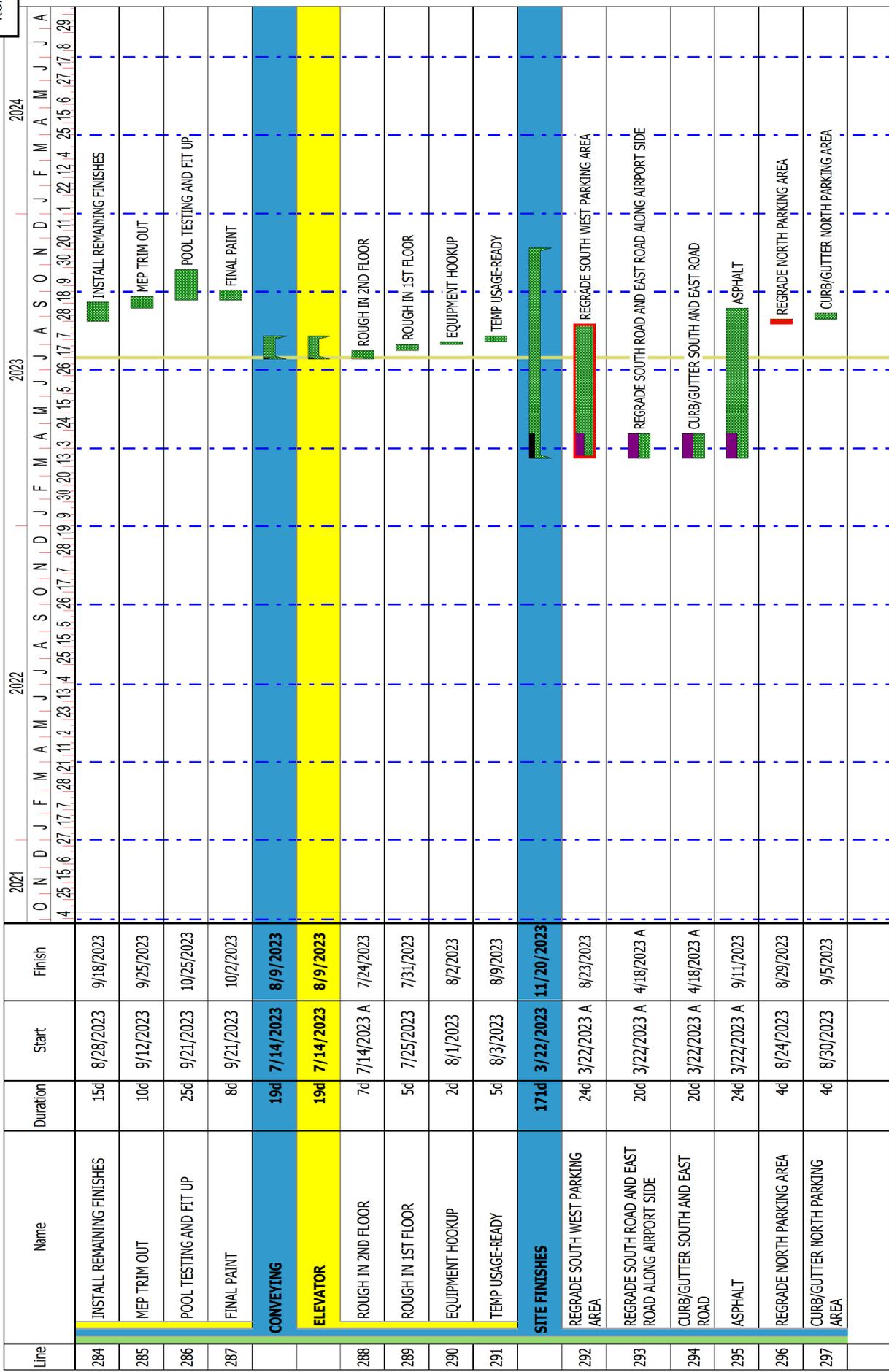
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YFAC CPM



VIEW: Construction Schedule



YFAC CPM

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**EXHIBIT F
GMP AMENDMENT NO. 5**

ACCEPTANCE PERIOD

1. Acceptance of GMP No. 5 is required on or before August 11, 2023.
2. Should the pricing and terms of the GMP Amendment No. 5 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 5 will be null and void and the work will be re-priced and revised.

File Attachments for Item:

29. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED RFP-2324-14. CONTRACT K-2324-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION CONSTRUCTION AND CONTRACTING LLC, IN THE AMOUNT OF \$208,817; MAINTENANCE BOND MB-2324-17; PERFORMANCE BOND B-2324-28; AND STATUTORY BOND B-2324-29 FOR THE BENTLEY PARK TENNIS & PICKLEBALL COURTS PROJECT; AND RESOLUTION R-2324-47 GRANTING TAX EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/12/2023

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED RFP-2324-14, CONTRACT K-2324-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION CONSTRUCTION AND CONTRACTING LLC, IN THE AMOUNT OF \$208,817; MAINTENANCE BOND MB-2324-17; PERFORMANCE BOND B-2324-28; AND STATUTORY BOND B-2324-29 FOR THE BENTLEY PARK TENNIS & PICKLEBALL COURTS PROJECT; AND RESOLUTION R-2324-47 GRANTING TAX EXEMPT STATUS.

BACKGROUND:

On October 13, 2015, Norman citizens passed the NORMAN FORWARD Initiative, which funded various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve all of the City’s neighborhood parks. The funds for this project are “pay-as-you-go (PayGo),” meaning that the Parks Department can 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 as part of 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 (in the vicinity of 36th Avenue SE and East Imhoff Road). In addition to one tennis and pickleball court, this park will feature a playground, picnic pavilion, protected areas of preserved prairie remnants, and a walking trail.

DISCUSSION:

On July 14 and 28, 2023, Request For Proposals (RFP) Number 2324-14 for the Bentley Park Tennis and Pickleball Courts Project was advertised in the Norman Transcript and digitally through Construct Connect. The RFP was also advertised on the City’s website. Three complete bids were received in the office of the Parks and Recreation Department by the submittal deadline of 5:00 p.m. on Friday, August 11, 2023.

Parks and Recreation staff reviewed the proposals, which included a base bid to do the work according to the RFP’s provisions and specifications and bidding on the tennis and pickleball

courts separately. When the different proposals were compared, it was determined that the bid from Precision Construction and Contracting LLC., dba PCC Sports, presented the best option for the lowest amount.

Staff recommends awarding Contract Number K-2324-64 to Precision Construction and Contracting LLC, dba PCC Sports, in the total amount of \$208,817 for the Bentley Park Tennis and Pickleball Courts Project. The proposed funding will come from the fiscal year 2023-2024 (FYE 2024) Norman Forward Project Account for New Neighborhood Parks.

RECOMMENDATION 1: It is recommended that Request for Proposal RFP 2324-14 be awarded to Precision Construction and Contracting, LLC, in the amount of \$208,817 for the Bentley Park Tennis and Pickleball Courts Project. The funding of \$208,817 is available for this project in the Norman Forward Fund, New Neighborhood Parks Construction (account 51798830-46101; project NFP104).

RECOMMENDATION 2: It is further recommended that City Council approve Contract K-2324-64, Performance Bond B-2324-28, Statutory Bond B-2324-29, and Maintenance Bond MB-2324-17.

RECOMMENDATION 3: It is further recommended that Precision Construction and Contracting, LLC, be authorized and appointed as project agent for the Bentley Park Tennis and Pickleball Courts Project by Resolution R-2324-47, to avoid the payment of sales tax on materials and equipment purchases related to the project.

Contract # K-2324-64

CONTRACT

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

WITNESSETH

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

BENTLEY PARK TENNIS AND PICKLEBALL COURTS

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

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

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: Two Hundred and Eight Thousand, Eight Hundred Seventeen DOLLARS and No CENTS (\$ 208,817.00);

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

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

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

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

Contract # K-2324-64

The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

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

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

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

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in One Hundred Eighty (180) calendar days.

The Notice to Bidders published in the Norman Transcript July 14 and 28, 2023, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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

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

Contract # K-2324-64

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 6 day of September, 2023.

CORPORATE SEAL

Precision Construction and Contract LLC
Company Name

ATTEST: _____
Corporate Secretary

BY [Signature]
President or Managing Partner

STATE OF Missouri)
COUNTY OF Jackson)

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

[Signature]
Vice President

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

[Signature]
Notary Public

My Commission Expires: 01/02/24
Commission Number: 20348557

TAYLOR LYN WHITE
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: January 02, 2024
Commission # 20348557

CITY OF NORMAN

Approved as to form and legality this 8 day of Sept, 2023.

[Signature]
City Attorney

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

ATTEST: _____
Mayor

City Clerk

Bond No: HGMW-170-0295

Bond # B-2324-29**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Precision Construction and Contracting LLC., as Principal, and Hudson Insurance Company., a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the penal sum of Two Hundred and Eight Thousand, Eight Hundred Seventeen DOLLARS and No CENTS, (\$208,817.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2023.

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

BENTLEY PARK TENNIS AND PICKLEBALL COURTS

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

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

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

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

Bond No: HGMW-170-0295
Bond # B-2324-29

ATTEST:

[Signature]
Corporate Secretary

Precision Construction and Contracting LLC
Company Name

BY *[Signature]*
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

Hudson Insurance Company
Surety Name

BY *[Signature]*
Surety
Nicole M. Johnson, Attorney-In-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 20____ personally appeared _____ to me known to be the identical person who executed the foregoing, and acknowledged to me that _____ 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.

Notary Public

My Commission Expires: _____
Commission Number: _____

Approved as to form and legality this 6 day of Sept, 2023.

[Signature]
City Attorney

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

ATTEST:

Mayor

City Clerk

Bond No: HGMW-170-0295
Bond # B-2324-28

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Precision Construction and Contracting LLC., as Principal, and Hudson Insurance Company, a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of Two Hundred and Eight Thousand, Eight Hundred Seventeen DOLLARS and No CENTS, (\$ 208,817.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this _____ day of _____, 20__.

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

BENTLEY PARK TENNIS AND PICKLEBALL COURTS

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

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

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

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

Bond No: HGMW-170-0295

attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond # B-2324-28

ATTEST:

Daveen Smith
Corporate Secretary

Precision Construction and Contracting LLC
Company Name

BY *[Signature]*
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

Hudson Insurance Company
Surety Name

BY *Nicole M. Johnson*
Surety
Nicole M. Johnson, Attorney-In-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ___ day of _____, 20__ personally appeared _____ to me know to be the identical person who executes the foregoing, and acknowledge to me that _____ 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.

Notary Public

My Commission Expires: _____
Commission Number: _____

Approved as to form and legality this 8 day of September, 2023
[Signature]
City Attorney

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

ATTEST:

Mayor

City Clerk

Bond No: HGMW-170-0295

Bond # MB-2324-17**MAINTENANCE BOND**

WHEREAS, THE UNDERSIGNED Precision Construction and Contracting LLC., hereinafter referred to as the Principal, has entered into a certain contract dated _____, 20____, for the construction of:

BENTLEY PARK TENNIS AND PICKLEBALL COURTS

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Hudson Insurance Company, as a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Two Hundred and Eight Thousand, Eight Hundred Seventeen Dollars and No CENTS (\$208,817.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

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

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

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



HGMW-170-0295

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Rodney W. Paddock, Eric Dedovesh, Nicole M. Johnson
of the State of Missouri

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 22nd day of March, 20 23 at New York, New York.



Dina Daskalakis (handwritten signature)

Attest: Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

Michael P. Cifone (handwritten signature)
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 22nd day of March, 20 23 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy (handwritten signature)

ANN MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this ___ day of ___, 20__



Dina Daskalakis (handwritten signature)

By: Dina Daskalakis, Corporate Secretary

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING PRECISION CONSTRUCTION AND CONTRACTING, L.L.C., AS PROJECT AGENT FOR THE BENTLEY PARK TENNIS AND PICKLEBALL COURTS PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Precision Construction and Contracting, L.L.C., for the Bentley Park Tennis and Pickleball Courts Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Precision Construction and Contracting, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Precision Construction and Contracting, L.L.C., to purchase materials which are in fact used for the Bentley Park Tennis and Pickleball Courts Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Precision Construction and Contracting, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 12th day of September, 2023, did appoint Precision Construction and Contracting, L.L.C., who is involved with the Bentley Park Tennis and Pickleball Courts Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Bentley Park Tennis and Pickleball Courts Project.

PASSED AND ADOPTED THIS 12th day of September, 2023.

Mayor

ATTEST:

City Clerk



CITY OF NORMAN
Norman, Oklahoma
12 September 2023

TABULATION OF BID QUOTES
BENTLEY PARK TENNIS AND PICKLEBALL COURTS PROJECT

The following is a tabulation of quotes received by the City of Norman for the Bentley Park Tennis and Pickleball Courts Project. Funding for this project is available in the Norman Forward New Neighborhood Parks Account Number 51798830, Project Number NFP104.

<u>Contractor</u>	<u>Bid Amount</u>
Precision Construction and Contracting, LLC (Lee's Summit, MO)	\$208,817.00
Merritt Tennis & Track Systems (OKC, OK)	\$259,424.50
Multicon (Wichita, KS)	\$237,152.00

RECOMMENDATION: That the project be awarded to Precision Construction and Contracting, LLC, in the amount of \$208,817.00, as the lowest and best bidder to meet specifications.

City of Norman

Jason Olsen
Director of Parks and Recreation