

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
- PROJECT MANAGER REPORTS
- 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, ON 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

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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

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

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when the City entered into the contract with the construction managers at risk. At the end of Id 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

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property without giving the City of Norman first right of refusal and the State has to sell all of to 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

							Variance:			Variance:
		Original		Revised	Actual			Original		Revised
PROJECT	Budget			Budget Cost				Budget		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

Professi	onal Services/Consultant (51110111-44002/				
		Budget	Revised Budget	Balance	
	Total Current Budget	1,747,655.00	3,718,208.14		
	Total				(3,568,900.54)
	Balance				149,307.60
NFB001	Griffin Park Soccer Complex				
		Budget	Revised Budget	Balance	
	Total Current Budget	11,000,000.00	10,782,584.00		
					1 <u>-11</u>
					(40.000.440.55)
	Total				(10,889,448.55)
	Balance				(106,864.55)
NFP102	Griffin Park Regrading (Paygo)	Budget	Revised Budget	Balance	
	Total Current Budget	217,416.00	217,416.00		
	Total				(217,416.00)
	Balance				
NFB002	Indoor Aquatics Facility				
MIDOOL	made: Aquatics rulinity	Budget	Revised Budget	Balance	
	Total Current Budget	14,000,000.00	15,038,191.00		
	Total				(14,868,665.27)
	Balance				169,525.73
NFB003	Indoor Sports Facility	Budget	Revised Budget	Balance	
	Total Current Budget	8,500,000.00	12,238,190.00	Balance	
	_				
	Total				(12,064,049.74)
					174 140 26
	Balance				<u>174,140.26</u>

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

	Library - New Central Branch Total Current Budget	Budget 39,000,000.00	Revised Budget 35,014,495.00	Balance	
	Total				(35,010,261.38)
NFB017	Balance Library - New East Branch Total Current Budget	Budget 5,100,000.00	Revised Budget 5,100,000.00	Balance	4,233.02
	Total Balance				(4,794,304.38)
	Westwood Swim Complex Replacement Total Current Budget	Budget 12,000,000.00	Revised Budget 12,000,000.00	Balance	
NFB019	Total Balance Andrews Park Development	Budget	Revised Budget	Balance	236,200.35
	Total Current Budget Total	1,500,000.00	1,499,099.00		
NFB020	Balance Traffic & Road Improvements Total Current Budget	Budget -	Revised Budget	Balance	29,971.36
	Total Balance				

NFP120	Traffic & Road Improvements Total Current Budget	Budget 500,000.00	Revised Budget 500,000.00	Balance	
NFP100	Total Balance Public Arts Projects (Paygo) Total Current Budget	Budget 1,200,000.00	Revised Budget 1,200,000.00	Balance	(497,553.32) 2,446.68
NFP101	Total Balance Neighborhood Park Improvement (Paygo) Total Current Budget	Budget 6,500,000.00	Revised Budget 6,500,000.00	Balance	(624,889.47) 575,110.53
NFP103	Total Balance Griffin Park Land Lease/Purchase (Paygo) Total Current Budget	Budget 10,000,000.00	Revised Budget 2,400,000.00	Balance	(2,090,219.91) 4,409,780.09
NFP104	Total Balance New Neighborhood Park Dev (Paygo) Total Current Budget	Budget 2,000,000.00	Revised Budget 2,000,000.00	Balance	(360,000.03) 2,039,999.97
	Total Balance	v			(545,212.61)

NFP105	Ruby Grant Park Developmt (Paygo) Total Current Budget	Budget 6,150,000.00	Revised Budget 6,150,000.00	Balance	
	Total				(6,146,426.19)
	Balance				3,573.81
NFP106	Saxon Park Development (Paygo)	Budget	Revised Budget	Balance	
	Total Current Budget	2,000,000.00	2,000,000.00		
	Total				(36,735.50)
	Balance				1,963,264.50
NFP107	New Trail Dev-Legacy System (Paygo)	Budget	Revised Budget	Balance	
	Total Current Budget	2,000,000.00	2,000,000.00		
	Total				(429,459.00)
	Balance				1,570,541.00
NFP108	Senior Citizens Center (Paygo)	Budget	Revised Budget	Balance	
	Total Current Budget	-	1,081,076.00		
					-
	Total				(1,081,075.28)
	Balance				0.72
NFP111	Senior Citizens Center (Paygo)	Budget	Revised Budget	Balance	
	Total Current Budget	-	11,318,924.00		
	Total				(10,105,258.63)
	Balance				1,213,665.37

CITY OF NORMAN NORMAN FORWARD SALES TAX REVENUE, VERSUS PROJECTION

BY FISCAL YEAR

COMPARED TO 7/2015 PROJECTION

DI HISCAL ILAN									LIMINARY	
MONTH	PI	ROJECTED		ACTUAL	% VARIANCE	-	ACTUAL	-	OJECTION*	% VARIANCE
March, 2016	\$	765,813	\$	728,243	-4.91%	\$	728,243	\$	760,927	-4.30%
April, 2016	\$	737,709	\$	776,747	5.29%	\$	776,747	\$	733,003	5.97%
May, 2016	\$	796,539	\$	802,418	0.74%	\$	802,418	\$	791,458	1.38%
June, 2016	\$	820,638	\$	729,175	-11.15%	\$	729,175	\$	815,402	-10.57%
July, 2016	\$	771,629	\$	758,153	-1.75%	\$	758,153	\$	760,692	-0.33%
August, 2016	\$	811,311	\$	753,218	-7.16%	\$	753,218	\$	799,813	-5.83%
September, 2016	\$	786,920	\$	771,583	-1.95%	\$	771,583	\$	775,767	-0.54%
October, 2016	\$	858,715	\$	816,566	-4.91%	\$	816,566	\$	846,544	-3.54%
November, 2016	\$	798,882	\$	769,521	-3.68%	\$	769,521	\$	787,559	-2.29%
December, 2016	\$	784,003	\$	745,468	-4.92%	\$	745,468	\$	772,891	-3.55%
January, 2017	\$	827,244	\$	796,677	-3.70%	\$	796,677	\$	815,519	-2.31%
February, 2017	\$	980,463	\$	814,235	-16.95%	\$	814,235	\$	966,569	-15.76%
• •	\$			683,655	-11.43%	\$	683,655	\$	793,266	-13.82%
March, 2017	\$	771,866 743,541	\$		3.37%	\$	768,593	\$	764,155	0.58%
April, 2017			\$	768,593		\$		\$	825,095	-8.12%
May, 2017	\$	802,832	\$	758,083	-5.57%	\$	758,083 747,817	\$	850,057	-12.03%
June, 2017	\$	827,125	\$	747,817	-9.59% 1.22%	\$	769,840	\$	792,140	-2.82%
July, 2017	\$	760,592	\$	769,840		90	736,344	\$	855,817	-13.96%
August, 2017	\$	798,825	\$	736,344	-7.82%	\$		\$	·	-10.65%
September, 2017	\$	788,843	\$	755,105	-4.28%	\$	755,105	\$ \$	845,123 905,977	-10.63%
October, 2017	\$	845,645	\$	800,169	-5.38%	\$	800,169 757,642	\$	843,162	-10.14%
November, 2017	\$	787,013	\$	757,642	-3.73% -8.70%	\$	705,659	\$	828,046	-14.78%
December, 2017	\$ \$	772,904	\$	705,659 829,421	1.58%	\$	829,421	\$	874,756	-5.18%
January, 2018	\$	816,503 959,243	\$	803,901	-16.19%	\$	803,901	\$	1,027,679	-21.78%
February, 2018 March, 2018	\$	758,166	\$	723,206	-4.61%	\$	723,206	\$	846,777	-14.59%
April, 2018	\$	735,117	\$	733,040	-0.28%	\$	733,040	\$	821,035	-10.72%
May, 2018	\$	790,948	\$	801,350	1.32%	\$	801,350	\$	883,391	-9.29%
June, 2018	\$	811,552	\$	777,694	-4.17%	\$	777,694	\$	906,403	-14.20%
July, 2018	\$	732,971	\$	792,168	8.08%	\$	792,168	\$	849,487	-6.75%
August, 2018	\$	769,817	\$	778,107	1.08%	\$	778,107	\$	892,189	-12.79%
September, 2018	\$	748,752	\$	753,875	0.68%	\$	753,875	\$	867,775	-13.13%
October, 2018	\$	814,936	\$	814,292	-0.08%	\$	814,292	\$	944,481	-13.78%
November, 2018	\$	758,434	\$	769,806	1.50%	\$	769,806	\$	878,997	-12.42%
December, 2018	\$	744,837	\$	755,617	1.45%	\$	755,617	\$	863,238	-12.47%
January, 2019	\$	786,853	\$	862,016	9.55%	\$	862,016	\$	911,933	-5.47%
February, 2019	\$	924,409	\$	801,472	-13.30%	\$	801,472	\$	1,071,356	-25.19%
March, 2019	\$	730,634	\$	686,081	-6.10%	\$	686,081	\$	882,765	-22.28%
April, 2019	\$	708,422	\$	770,033	8.70%	\$	770,033	\$	855,929	-10.04%
May, 2019	\$	762,226	\$	762,196	0.00%	\$	762,196	\$	920,936	-17.24%
June, 2019	\$	782,081	\$	809,526	3.51%	\$	809,526	\$	944,925	-14.33%
July, 2019	\$	763,597	\$	768,847	0.69%	\$	768,847		887,108	-13.33%
August, 2019	\$	800,628	\$	761,846	-4.84%	\$	761,846	\$	930,129	-18.09%
September, 2019	\$	778,646	\$	788,095	1.21%	\$		\$	904,591	-12.88%
October, 2019	\$	847,316	\$	844,155	-0.37%	\$		\$	984,369	-14.24%
November, 2019	\$	788,870	\$	799,842	1.39%	\$		\$	916,469	-12.73%
December, 2019	\$	774,718	\$	812,104	4.83%	\$	812,104		899,994	-9.77% -10.67%
January, 2020	\$	820,021	\$	851,020	3.78%	\$	851,020	\$	952,659	-10.67%

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February, 2020	\$	958,070	\$	819,751	-14.44%		819,751	\$	1,113,036	-26.35%
March, 2020	\$	758,559	\$	720,227	-5.05%	\$	720,227	\$	918,709	-21.60%
April, 2020	\$	738,133	\$	747,531	1.27%	\$	747,531	\$	893,970	-16.38%
May, 2020	\$	792,526	\$	702,283	-11.39%	\$	702,283	\$	959,846	-26.83%
June, 2020	\$	813,861	\$	664,592	-18.34%	\$	664,592	\$	985,686	-32.58%
July, 2020	\$	777,799	\$	808,364	3.93%	\$	808,364	\$	925,809	-12.69%
August, 2020	\$	814,405	\$	850,341	4.41%	\$	850,341		969,380	-12.28%
September, 2020	\$	793,231	\$	779,982	-1.67%	\$	779,982	\$	944,177	-17.39% -20.36%
October, 2020	\$	862,850	\$	817,975	-5.20%	\$	817,975	\$	1,027,044	
November, 2020	\$	803,681	\$	779,947	-2.95%	\$	779,947	\$	956,616	-18.47%
December, 2020	\$	789,933	\$	795,174	0.66%	\$	795,174	\$	940,251	-15.43%
January, 2021	\$	835,910	\$	865,704	3.56%	\$	865,704	\$	994,978	-12.99%
February, 2021	\$	972,244	\$	842,592	-13.34%	\$	842,592	\$	1,157,255	-27.19%
March, 2021	\$	771,573	\$	801,811	3.92%	\$	801,811	\$	957,430	-16.25%
April, 2021	\$	751,969	\$	733,759	-2.42%	\$	733,759	\$	933,104	-21.36%
May, 2021	\$	804,859	\$	929,299	15.46%	\$	929,299	\$	998,734	-6.95% -7.60%
June, 2021	\$	825,105	\$	946,083	14.66%	\$	946,083	\$	1,023,857	1.13%
July, 2021	\$	784,866	\$	976,078	24.36%	\$	976,078	\$	965,155	-2.39%
August, 2021	\$	821,805	\$	986,400	20.03%	\$	986,400	\$	1,010,579 984,304	3.91%
September, 2021	\$	800,438	\$	1,022,755	27.77%	\$	1,022,755	\$	·	-0.59%
October, 2021	\$	870,690	\$	1,064,323	22.24%	\$	1,064,323	\$	1,070,693	-3.18%
November, 2021	\$	810,984	\$	965,607	19.07%	\$	965,607		997,273 972,093	2.10%
December, 2021	\$	790,508	\$	992,536	25.56%	\$	992,536	\$	1,058,316	-0.95%
January, 2022	\$	860,624	\$	1,048,226	21.80%	\$	1,048,226	\$		-7.87%
February, 2022	\$	837,647	\$	1,029,877	22.95%	\$	1,029,877	\$	1,117,876 1,021,865	-17.88%
March, 2022	\$	797,106	\$	839,152	5.27%	\$	839,152 931,510	\$	972,761	-4.24%
April, 2022	\$ \$	758,802	\$	931,510	22.76% 26.48%	\$	1,027,267	\$	1,041,180	-1.34%
May, 2022	ç	812,172	\$	1,027,267	27.49%	\$	1,061,513	\$	1,067,371	-0.55%
June, 2022	÷	832,602	\$	1,061,513 963,920	-2.23%	\$	963,920	\$	1,006,175	-4.20%
July, 2022	\$	985,918	\$	980,427	-5.03%	\$	980,427	\$	1,053,528	-6.94%
August, 2022 September, 2022	\$	1,032,318 1,005,479	\$	1,038,038	3.24%	\$	1,038,038	\$	1,026,137	1.16%
•	\$	1,003,479	\$	1,058,038	-3.35%	\$	1,057,045	\$	1,116,197	-5.30%
October, 2022 November, 2022	\$	1,033,726	\$	1,051,427	3.21%	\$	1,051,427	\$	1,039,657	1.13%
December, 2022	\$	1,018,728	\$	987,149	-1.41%	\$	987,149	\$	1,021,871	-3.40%
•	\$	1,059,578	\$	1,047,231	-1.17%	\$	1,047,231	\$	1,081,348	-3.16%
January, 2023 February, 2023	\$	1,232,391	\$	1,030,515	-16.38%	\$	1,030,515	\$	1,257,712	-18.06%
March, 2023	\$	978,026	\$	886,958	-9.31%	\$	886,958	\$	1,039,657	-14.69%
April, 2023	\$	953,177	\$	995,074	4.40%	\$	995,074	\$	972,761	2.29%
	\$	1,020,235	\$	1,030,076	0.96%	\$	1,030,076	\$	1,041,197	-1.07%
May, 2023	\$	1,020,233	\$	960,987	-8.12%	\$	960,987	\$	1,067,371	-9.97%
June, 2023	\$	1,045,882	\$	1,020,459	1.45%	\$	1,020,459	\$	1,006,401	1.40%
July, 2023 August, 2023	\$	1,005,871	\$	957,439	-9.03%	\$	957,439	\$	1,053,066	-9.08%
September, 2023	\$	1,005,871	\$	975,085	-3.06%	\$	975,085	\$	1,027,725	-5.12%
	\$		\$	76,927,107	0.58%	\$	76,927,107	\$	85,438,505	-9.96%
TOTAL	13	70,402,033	13	10,321,101	0.50/8	1	. 0,527,207	14	35, .50,500	

CITY OF NORMAN NORMAN FORWARD USE TAX REVENUE, VERSUS PROJECTION

BY FISCAL YEAR

COMPARED TO 7/2015 PROJECTION

					PRELIMINARY				
MONTH	PR	OJECTED	ACTUAL	% VARIANCE		ACTUAL	PF	ROJECTION*	% VARIANCE
March, 2016	\$	30,808	\$ 40,786	32.39%		40,786	\$	30,808	32.39%
April, 2016	\$	29,678	\$ 34,397	15.90%	4	34,397	\$	29,678	15.90%
May, 2016	\$	32,045	\$ 42,640	33.06%		42,640	\$	32,045	33.06%
June, 2016	\$	33,014	\$ 39,837	20.67%	\$	39,837	\$	33,014	20.67%
July, 2016	\$	31,991	\$ 38,889	21.56%		38,889	\$	30,799	26.27%
August, 2016	\$	36,458	\$ 42,717	17.17%		42,717	\$	32,383	31.91%
September, 2016	\$	33,558	\$ 30,445	-9.28%		30,445	\$	31,409	-3.07%
October, 2016	\$	40,673	\$ 33,293	-18.14%	\$	33,293	\$	34,275	-2.86%
November, 2016	\$	40,492	\$ 39,065	-3.52%		39,065	\$	31,887	22.51%
December, 2016	\$	37,649	\$ 31,888	-15.30%		31,888	\$	31,293	1.90%
January, 2017	\$	32,836	\$ 43,537	32.59%		43,537	\$	33,019	31.85%
February, 2017	\$	40,252	\$ 41,610	3.37%	9	41,610	\$	39,134	6.33%
March, 2017	\$	38,396	\$ 33,061	-13.89%			\$	32,118	2.94%
April, 2017	\$	32,550	\$ 32,136	-1.27%		32,136	\$	30,939	3.87%
May, 2017	\$	39,794	\$ 45,568	14.51%		45,568	\$	33,406	36.41%
June, 2017	\$	39,921	\$ 41,863	4.87%			\$	34,417	21.64%
July, 2017	\$	35,217	\$ 44,497	26.35%		44,497	\$	32,072	38.74%
August, 2017	\$	43,965	\$ 47,476	7.99%		47,476	\$	34,650	37.02%
September, 2017	\$	36,942	\$ 46,945	27.08%			\$	34,217	37.20%
October, 2017	\$	44,773	\$ 55,550	24.07%		55,550	\$	36,681	51.44%
November, 2017	\$	44,574	\$ 49,820	11.77%		49,820	\$	34,138	45.94%
December, 2017	\$	41,445	\$ 45,477	9.73%			\$	33,526	35.65%
January, 2018	\$	36,146	\$ 66,771	84.72%			\$	35,417	88.53%
February, 2018	\$	44,310	\$ 48,593	9.67%		48,593	\$	41,609	16.79%
March, 2018	\$	42,267	\$ 54,993	30.11%		54,993	\$	37,254	47.62%
April, 2018	\$	35,833	\$ 50,955	42.20%		50,955	\$	31,582	61.34%
May, 2018	Ś	43,806	\$ 60,102	37.20%		60,102	\$	38,610	55.66%
June, 2018	\$	43,946	\$ 47,518	8.13%		47,518	\$	38,734	22.68%
July, 2018	\$	44,900	\$ 46,670	3.94%	1000	46,670	\$	31,047	50.32%
August, 2018	\$	55,771	\$ 58,648	5.16%	10000	58,648	\$	38,564	52.08%
September, 2018	\$	47,108	\$ 68,843	46.14%		68,843	\$	32,574	111.34%
October, 2018	\$	57,049	\$ 76,256	33.67%		76,256	\$	39,448	93.31%
November, 2018	\$	56,603	\$ 65,295	15.36%		65,295	\$	39,140	66.83%
December, 2018	\$	52,600	\$ 71,304	35.56%	100000	71,304	\$	36,372	96.04%
January, 2019	\$	46,825	\$ 81,467	73.98%	4939	\$ 81,467	\$	32,379	151.61%
February, 2019	\$	56,235	\$ 92,097	63.77%	0065	\$ 92,097	\$	38,885	136.84%
March, 2019	\$	53,945	\$ 72,451	34.31%		\$ 72,451	\$	38,887	86.31%
April, 2019	\$	45,884	\$ 62,630	36.50%		\$ 62,630	\$	33,076	89.35%
May, 2019	\$	56,016	\$ 77,315	38.02%		\$ 77,315	\$	40,380	91.47%
June, 2019	\$	55,749	\$ 68,615	23.08%		\$ 68,615	\$	40,188	70.74%
July, 2019	\$	45,912	\$ 77,599	69.02%		\$ 77,599	\$	32,126	141.55%
August, 2019	\$	57,045	\$ 72,567	27.21%		\$ 72,567	\$	39,916	81.80%
September, 2019	\$	48,670	80,983	66.39%	2010	\$ 80,983	\$	34,063	137.75%
October, 2019	\$	58,757	\$ 86,518	47.25%		\$ 86,518	\$	41,123	110.39%
November, 2019	\$	58,032	79,115	36.33%	96504	\$ 79,115	\$	40,615	94.79%
December, 2019	\$	54,201	83,721	54.46%		\$ 83,721	\$	37,933	120.70%

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January, 2020	\$	48,711	\$	88,427	81.53%	\$	88,427	\$	34,092	159.38%
February, 2020	\$	58,353	\$	124,509	113.37%	\$	124,509	\$	40,840	204.87%
March, 2020	\$	55,569	\$	73,615	32.47%	\$	73,615	\$	40,544	81.57%
April, 2020	\$	47,292	\$	78,218	65.40%	\$	78,218	\$	34,505	126.69%
May, 2020	\$	57,758	\$	96,559	67.18%	\$	96,559	\$	42,141	129.13%
June, 2020	\$	57,267	\$	105,049	83.44%	\$	105,049	\$	41,783	151.42%
July, 2020	\$	76,418	\$	108,470	41.94%	\$	108,470	\$	33,540	223.40%
August, 2020	\$	80,414	\$	111,849	39.09%	\$	111,849	\$	41,326	170.65%
September, 2020	\$	80,982	\$	111,950	38.24%	\$	111,950	\$	35,544	214.97%
October, 2020	\$	97,394	\$	123,541	26.85%	\$	123,541	\$	42,747	189.01%
November, 2020	\$	95,981	\$	111,548	16.22%	\$	111,548	\$	42,127	164.79%
December, 2020	\$	89,971	\$	133,159	48.00%	\$	133,159	\$	39,489	237.21%
January, 2021	\$	81,296	\$	142,435	75.21%	\$	142,435	\$	35,681	299.19%
February, 2021	\$	98,004	\$	176,811	80.41%	\$	176,811	\$	43,015	311.05%
March, 2021	\$	91,837	\$	108,777	18.45%	\$	108,777	\$	42,021	158.86%
April, 2021	\$	78,673	\$	98,208	24.83%	\$	98,208	\$	35,998	172.82%
May, 2021	\$	96,119	\$	149,868	55.92%	\$	149,868	\$	43,980	240.76%
June, 2021	\$	95,612	\$	119,455	24.94%	\$	119,455	\$	43,748	173.05%
July, 2021	\$	110,203	\$	119,611	8.54%	\$	119,611	\$	34,966	242.08%
August, 2021	\$	135,784	\$	146,398	7.82%	\$	146,398	\$	43,082	239.81%
September, 2021	\$	116,785	\$	114,138	-2.27%	\$	114,138	\$	37,054	208.03%
October, 2021	\$	140,069	\$	145,812	4.10%	\$	145,812	\$	44,442	228.09%
November, 2021	\$	137,707	\$	153,849	11.72%	\$	153,849	\$	43,693	252.12%
December, 2021	\$	130,010	\$	138,224	6.32%	\$	138,224	\$	41,251	235.08%
January, 2022	\$	137,707	\$	182,045	32.20%	\$	182,045	\$	43,693	316.65%
February, 2022	\$	142,649	\$	184,069	29.04%	\$	184,069	\$	47,184	290.11%
March, 2022	\$	131,827	\$	131,545	-0.21%	\$	131,545	\$	43,605	201.68%
April, 2022	\$	113,094	\$	129,422	14.44%	\$	129,422	\$	37,408	245.97%
May, 2022	\$	139,141	\$	151,405	8.81%	\$	151,405	\$	46,024	228.97%
June, 2022	\$	137,393	\$	152,881	11.27%	\$	152,881	\$	45,445	236.40%
July, 2022	\$	128,988	\$	145,606	12.88%	\$	145,606	\$	36,435	299.63%
August, 2022	\$	158,097	\$	144,189	-8.80%	\$	144,189	\$	44,657	222.88%
September, 2022	Ś	136,184	\$	153,101	12.42%	\$	153,101	\$	38,467	298.00%
October, 2022	\$	163,644	\$	173,940	6.29%	\$	173,940	\$	46,224	276.30%
November, 2022	\$	161,215	\$	149,464	-7.29%	\$	149,464	\$	45,538	228.22%
December, 2022	\$	151,983	\$	155,275	2.17%	\$	155,275	\$	42,930	261.69%
January, 2023	\$	139,943	\$	177,437	26.79%	\$	177,437	\$	39,529	348.88%
February, 2023	\$	167,778	\$	203,330	21.19%	\$	203,330	\$	47,392	329.04%
March, 2023	\$	153,836	\$	136,599	-11.20%	\$	136,599	\$	45,300	201.54%
April, 2023	\$	132,497	\$	144,849	9.32%	\$	144,849	\$	39,016	271.25%
May, 2023	\$	162,766	\$	172,850	6.20%	\$	172,850	\$	47,930	260.63%
June, 2023	\$	160,545	\$	157,095	-2.15%	\$	157,095	\$	47,276	232.29%
July, 2023	\$	134,433	\$	154,332	14.80%	\$	154,332	\$	38,064	305.46%
August, 2023	\$	163,774	\$	150,182	-8.30%	\$	150,182	\$	46,372	223.87%
September, 2023	\$	141,914	\$	172,612	21.63%	\$	172,612	- 22	40,182	329.57%
TOTAL	\$	7,232,260	\$	8,755,234	21.06%	\$	8,755,234	-	3,482,109	151.43%
TOTAL	1	1,232,200	14	21, 20,237	=2.0070		-,,	1	3,,	

CITY OF NORMAN NORMAN FORWARD SALES + USE TAX REVENUE, VS. PROJECTION

BY FISCAL YEAR

COMPARED TO 7/2015 PROJECTION

Month	DI FIGURE 12 III								PRI	LIMINARY]
April, 2016 \$ 767,387 \$ 811,144 \$ 760,881 \$ 825,684 \$ 845,058 1.99% \$ 845,058 \$ 823,502 2.62% June, 2016 \$ 833,652 \$ 769,012 -9.92% \$ 769,012 \$ 844,617 -9.36% July, 2016 \$ 803,620 \$ 797,042 -0.82% \$ 779,042 \$ 795,943 6 814% \$ 795,943 8 81,144 9.92% \$ 802,028 \$ 821,149 0.70% 4 35% September, 2016 \$ 899,388 \$ 802,028 -2.25% \$ 802,028 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021 \$ 802,021	MONTH	P	ROJECTED		ACTUAL	% VARIANCE		ACTUAL	PR	OJECTION*	% VARIANCE
Nay, 2016	March, 2016	\$	796,621	\$	769,029	-3.46%		769,029	\$	791,736	-2.87%
July, 2016	April, 2016	\$	767,387	\$	811,144	5.70%		811,144	\$	762,681	6.35%
July, 2016	May, 2016	\$	828,584	\$	845,058	1.99%		845,058	\$	823,502	2.62%
August, 2016 \$ 847,769 \$ 795,935 -6.11% \$ 795,935 \$ 832,196 -4.36% September, 2016 \$ 820,478 \$ 802,028 2.22% \$ 802,028 \$ 807,176 6.64% November, 2016 \$ 839,384 \$ 808,586 -3.67% \$ 808,586 \$ 819,446 -1.33% December, 2017 \$ 820,080 \$ 840,214 -2.31% \$ 804,184 -1.33% February, 2017 \$ 10,20,715 \$ 858,845 -16.15% \$ 855,845 \$ 10,005,704 -14,90% March, 2017 \$ 810,262 \$ 716,716 -11,55% \$ 716,716 \$ 803,729 795,095 0.71% May, 2017 \$ 842,626 \$ 803,729 3.17% \$ 800,729 795,095 0.71% May, 2017 \$ 795,809 \$ 814,337 2.33% \$ <th>June, 2016</th> <th>\$</th> <th>853,652</th> <th>\$</th> <th>769,012</th> <th>-9.92%</th> <th></th> <th>769,012</th> <th>\$</th> <th>848,417</th> <th>-9.36%</th>	June, 2016	\$	853,652	\$	769,012	-9.92%		769,012	\$	848,417	-9.36%
September, 2016 \$ 820,478 \$ 802,028 \$ 807,176 -0.64% October, 2016 \$ 899,388 \$ 849,859 \$ 849,859 \$ 880,586 3.51% November, 2016 \$ 832,374 \$ 808,586 3.67% \$ 808,586 \$ 819,446 -1.33% December, 2016 \$ 821,652 \$ 777,356 \$ 804,184 -3.34% January, 2017 \$ 1,020,715 \$ 855,845 16.15% \$ 855,845 \$ 10,05,704 -14,90% March, 2017 \$ 810,262 \$ 716,716 -11,55% \$ 716,716 \$ 825,384 -13,17% April, 2017 \$ 867,045 \$ 789,680 8,92% \$ 789,680 8,92% \$ 789,680 \$ 834,374 -10,72% July, 2017 \$ 842,790 \$ 783,821 7.00% \$ 783,821 \$	July, 2016	\$	803,620	\$	797,042	-0.82%		797,042	\$	791,491	0.70%
October, 2016 \$ 899,388 \$ 849,859 -5.51% \$ 849,859 \$ 880,818 -3.51% November, 2016 \$ 831,652 377,356 -5.51% \$ 808,586 \$ 819,446 -1.33% January, 2017 \$ 860,080 \$ 840,214 -2.31% \$ 840,214 \$ 848,538 -0.98% February, 2017 \$ 10,020,715 \$ 855,845 -16.15% \$ 855,845 \$ 1,005,704 -14.90% March, 2017 \$ 10,020,715 \$ 855,845 -16.15% \$ 855,845 \$ 1,005,704 -14.90% April, 2017 \$ 842,626 \$ 800,729 3.17% \$ 800,729 795,095 0.71% May, 2017 \$ 842,626 \$ 803,651 4.63% \$ 800,729 795,095 0.71% June, 2017 \$ 842,769 \$ 783,681 8.92% \$ 800,621 \$ 884,474 -10.72% June, 2017 \$ 867,045 \$ 802,051 783,821 7.00% \$ 814,337 \$ 824,212 -1.20% August, 2017 \$ 804,188 \$ 802,769 \$ 832,785 \$ 802,015 \$ 879,340	August, 2016	\$	847,769	\$	795,935	-6.11%		795,935	\$	832,196	-4.36%
November, 2016 \$ 839,374 \$ 808,586 -3.67% \$ 808,586 \$ 819,446 -1.33%	September, 2016	\$	820,478	\$	802,028	-2.25%		802,028	\$	807,176	-0.64%
December, 2016 \$ 821,652 \$ 777,356 \$ 5.39% \$ 777,356 \$ 804,184 3-3.49%	October, 2016	\$	899,388	\$	849,859	-5.51%	:	849,859	\$	880,818	-3.51%
February, 2017 \$ 860,080 \$ 840,214 -2.31% \$ 840,214 \$ 848,538 -0.98% Rebruary, 2017 \$ 1,020,715 \$ 855,845 -16.15% \$ 855,845 \$ 1,005,704 -14.90% Amarch, 2017 \$ 840,626 \$ 800,729 3.17% \$ 800,729 \$ 795,095 0.71% Amy, 2017 \$ 842,626 \$ 803,651 -4.63% \$ 803,651 \$ 858,501 6.39% Amy, 2017 \$ 867,045 \$ 814,337 2.33% \$ 814,337 \$ 824,212 -1.20% August, 2017 \$ 842,790 \$ 783,821 -7.00% \$ 783,821 \$ 800,429 \$ 800,429 \$ 800,429 \$ 800,429 \$ 800,429 \$ 800,429 \$ 800,420 \$ 800,4	November, 2016	\$	839,374	\$	808,586	-3.67%		808,586	\$	819,446	-1.33%
February, 2017 \$ 1,020,715 \$ 855,845 -16.15% \$ 855,845 \$ 1,005,704 -14.90% March, 2017 \$ 810,262 \$ 716,716 -11.55% \$ 716,716 \$ 825,384 -13.17% April, 2017 \$ 842,626 \$ 803,651 -4.63% \$ 803,651 \$ 858,501 -6.39% S 804,621 \$ 795,095 \$ 783,821 \$ 795,005 \$ 783,821 \$ 795,005 \$ 783,821 \$ 795,005 \$ 783,821 \$ 795,095 \$ 783,821 \$ 795,005 \$ 783,821 \$ 795,005 \$ 783,821 \$ 795,005 \$ 783,821 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 783,921 \$ 795,005 \$ 785,005 \$ 775,136 \$ 795,005 \$ 785,005 \$ 775,136 \$ 795,005 \$ 795,005 \$ 785,005 \$ 795	December, 2016	\$	821,652	\$	777,356	-5.39%		777,356	\$	804,184	-3.34%
March, 2017 \$ 810,262 \$ 716,716 -11.55% \$ 716,716 \$ 825,384 -13.17% April, 2017 \$ 776,091 \$ 800,729 3.17% \$ 800,729 705,095 0.71% May, 2017 \$ 867,045 \$ 803,651 4.663% \$ 803,651 385,001 -6.39% June, 2017 \$ 867,045 \$ 789,680 -8.92% \$ 789,680 \$ 884,474 -10.72% July, 2017 \$ 825,785 \$ 802,051 -2.87% \$ 802,461 890,446 -11.98% September, 2017 \$ 890,418 \$ 855,719 -3.90% \$ 855,719 942,658 9-2.2% November, 2017 \$ 831,588 \$ 807,462 -2.90% \$ 802,612 \$ 879,340 -8.9% December, 2017 \$ 814,349 \$ 751,136 -7.76% \$ 802,125 \$ </th <th>January, 2017</th> <th>\$</th> <th>860,080</th> <th>\$</th> <th>840,214</th> <th>-2.31%</th> <th></th> <th>840,214</th> <th>\$</th> <th>848,538</th> <th>-0.98%</th>	January, 2017	\$	860,080	\$	840,214	-2.31%		840,214	\$	848,538	-0.98%
April, 2017 \$ 776,091 \$ 800,729 3.17% \$ 800,729 3.17% \$ 800,729 775,095 0.71% May, 2017 \$ 842,626 \$ 803,651 4.63% \$ 803,651 \$ 858,501 -6.39% Jule, 2017 \$ 8867,045 \$ 789,680 8.92% \$ 789,680 \$ 884,474 -10.72% August, 2017 \$ 842,790 \$ 814,337 2.33% \$ 814,337 824,212 -1.20% September, 2017 \$ 825,785 \$ 802,051 -2.87% \$ 802,051 \$ 890,467 -11.98% September, 2017 \$ 831,588 \$ 807,662 -2.90% \$ 807,462 \$ 877,300 -7.96% December, 2017 \$ 814,349 \$ 751,136 -7.76% \$ 751,136 \$ 861,572 -12.82% January, 2018 \$ 852,650 \$ 896,192 5.11% \$ 896,192 \$ 910,173 -1.54% February, 2018 \$ 1,003,553 \$ 852,494 -15.05% \$ 852,494 1,05,5% \$ 82,494 1,05,5% \$ 82,494 1,05,5% \$ 832,452 \$ 1,017 -1.14% <	February, 2017	\$	1,020,715	\$	855,845	-16.15%		855,845	\$	1,005,704	-14.90%
May, 2017	March, 2017	\$	810,262	\$	716,716	-11.55%		716,716	\$	825,384	-13.17%
June, 2017	April, 2017	\$	776,091	\$	800,729	3.17%		800,729	\$	795,095	0.71%
July, 2017 \$ 795,809 \$ 814,337 2.33% \$ 814,337 \$ 824,212 -1.20% August, 2017 \$ 842,790 \$ 783,821 -7.00% \$ 783,821 \$ 800,667 -11.98% September, 2017 \$ 825,785 \$ 802,051 -2.87% \$ 802,051 \$ 879,340 -8.79% November, 2017 \$ 890,418 \$ 855,719 -3.00% \$ 855,719 \$ 942,658 -9.22% November, 2017 \$ 814,349 \$ 751,136 -7.76% \$ 851,1316 \$ 861,572 -12.82% January, 2018 \$ 852,650 \$ 8861,922 \$ 111% \$ 896,192 \$ 910,173 -1.54% February, 2018 \$ 1,003,553 \$ 852,494 -15.05% \$ 852,494 \$ 1,069,288 -20.27% March, 2018 \$ 800,433 \$ 778,199 -2.78% \$ 778,199 \$ 884,031 -11.97% April, 2018 \$ 770,950 \$ 783,995 1.69% \$ 783,995 \$ 852,494 \$ 1,069,288 -20.27% May, 2018 \$ 834,754 \$ 861,452 3.20% \$ 861,452 \$	May, 2017	\$	842,626	\$	803,651	-4.63%		803,651	\$	858,501	-6.39%
August, 2017 \$ 842,790 \$ 783,821 -7.00% \$ 783,821 \$ 890,467 -11.98% September, 2017 \$ 825,785 \$ 802,051 -2.87% \$ 802,051 \$ 879,340 -8.79% October, 2017 \$ 890,418 \$ 855,719 -3.90% \$ 855,719 9.942,658 -9.22% November, 2017 \$ 814,349 \$ 751,136 -7.76% \$ 877,462 \$ 877,300 -7.96% December, 2018 \$ 814,349 \$ 751,136 -7.76% \$ 751,136 \$ 861,572 -12.82% January, 2018 \$ 852,650 \$ 896,192 \$ 11,03,533 \$ 852,494 -15.05% \$ 896,192 \$ 910,173 -1.54% March, 2018 \$ 800,433 \$ 778,199 -2.78% \$ 778,199 \$ 884,031 -11.97% April, 2018 \$ 770,950 \$ 783,995 1.69% \$ 783,995 \$ 852,618 -8.05% May, 2018 \$ 834,754 \$ 861,452 3.20% \$ 861,452 922,001 -6.57% July, 2018 \$ 825,518 \$ 825,112 -3.54% \$ 836,355 <th>June, 2017</th> <th>\$</th> <th>867,045</th> <th>\$</th> <th>789,680</th> <th>-8.92%</th> <th></th> <th>789,680</th> <th>\$</th> <th>884,474</th> <th>-10.72%</th>	June, 2017	\$	867,045	\$	789,680	-8.92%		789,680	\$	884,474	-10.72%
September, 2017 \$ 825,785 \$ 802,051 -2.87% \$ 802,051 \$ 879,340 -8.79% October, 2017 \$ 890,418 \$ 855,719 -3.90% \$ 855,719 \$ 942,658 -9.22% November, 2017 \$ 831,588 \$ 807,462 -2.90% \$ 807,462 \$ 877,300 -7.96% December, 2017 \$ 814,349 \$ 751,136 -7.76% \$ 851,132 \$ 861,572 -12.82% January, 2018 \$ 852,650 \$ 886,192 5.11% \$ 896,192 \$ 910,173 -1.54% February, 2018 \$ 1,003,553 \$ 852,494 -15.05% \$ 852,494 \$ 1,069,288 -20.27% March, 2018 \$ 800,433 \$ 778,199 -2.78% \$ 778,199 \$ 884,031 -11.197% April, 2018 \$ 834,754 \$ 861,452 3.20% \$ 814,452 \$ 822,012 -3.54% \$ 825,122 945,137 -12.69% Jule, 2018 \$ 825,587 \$ 838,838 7.84% \$ 838,838 \$ 880,514 \$ 930,753 -10.10% September, 2018 \$ 815,936	July, 2017	\$	795,809	\$	814,337	2.33%		814,337	\$	824,212	-1.20%
October, 2017 \$ 890,418 \$ 855,719 -3.90% \$ 855,719 \$ 942,658 -9.22% November, 2017 \$ 831,588 \$ 807,462 -2.90% \$ 807,462 \$ 877,300 -7.96% December, 2017 \$ 814,349 \$ 751,136 -7.76% \$ 751,136 \$ 861,572 -12.82% January, 2018 \$ 852,650 \$ 896,192 \$ 1,11% \$ 886,192 \$ 910,173 -1.54% February, 2018 \$ 1,003,553 \$ 852,494 -15.05% \$ 852,494 \$ 1,069,288 -20.27% March, 2018 \$ 800,433 \$ 778,199 -2.78% \$ 778,199 \$ 884,031 -11.97% June, 2018 \$ 834,754 \$ 861,452 3.20% \$ 861,452 \$ 922,001 -6.57% July, 2018 \$ 855,498 \$ 825,212 -3.54% \$ 838,838 7.84% \$ 838,838 \$ 840,452 \$ 922,001 -6.57% July, 2018 \$ 825,587 \$ 836,6755 1.35% \$ 838,838 \$ 800,534 \$ 80,534 -4.74% August, 2018 \$ 871,985 \$ 890,548	August, 2017	\$	842,790	\$	783,821	-7.00%		783,821	\$	890,467	-11.98%
November, 2017 \$ 831,588 \$ 807,462 -2.90% \$ \$ 807,462 \$ \$ 877,300 -7.96%	September, 2017	\$	825,785	\$	802,051	-2.87%		802,051	\$	879,340	-8.79%
December, 2017 \$ 814,349 \$ 751,136 -7.76% \$ 896,192 5.11% \$ 896,192 \$ 910,173 -1.54%	October, 2017	\$	890,418	\$	855,719	-3.90%		855,719	\$	942,658	-9.22%
Panuary, 2018 \$ 852,650 \$ 896,192 5.11% \$ 896,192 \$ 910,173 -1.54%			831,588	\$	807,462	-2.90%		807,462	\$	877,300	-7.96%
February, 2018 \$ 1,003,553 \$ 852,494 -15.05% \$ 852,494 \$ 1,069,288 -20.27% March, 2018 \$ 800,433 \$ 778,199 -2.78% \$ 778,199 \$ 884,031 -11.97% April, 2018 \$ 770,950 \$ 783,995 1.69% \$ 783,995 \$ 852,618 -8.05% May, 2018 \$ 834,754 \$ 861,452 3.20% \$ 861,452 \$ 922,001 -6.57% June, 2018 \$ 855,498 \$ 825,212 -3.54% \$ 825,212 \$ 945,137 -12.69% July, 2018 \$ 777,871 \$ 838,838 7.84% \$ 836,755 \$ 930,753 -10.10% September, 2018 \$ 825,587 \$ 836,755 1.35% \$ 836,755 \$ 930,753 -10.10% September, 2018 \$ 795,860 \$ 822,718 3.37% \$ 822,718 \$ 900,350 -8.62% October, 2018 \$ 815,036 \$ 835,101 2.46% \$ 835,101 \$ 918,136 -9.04% December, 2018 \$ 797,437 \$ 826,921 3.70% \$ 826,921 \$ 89,610 \$ 89,610 <th>December, 2017</th> <th>\$</th> <th>814,349</th> <th>\$</th> <th>751,136</th> <th>-7.76%</th> <th></th> <th>751,136</th> <th>\$</th> <th>861,572</th> <th>-12.82%</th>	December, 2017	\$	814,349	\$	751,136	-7.76%		751,136	\$	861,572	-12.82%
March, 2018 \$ 800,433 \$ 778,199 -2.78% \$ 778,199 \$ 884,031 -11.97% April, 2018 \$ 770,950 \$ 783,995 1.69% \$ 783,995 \$ 852,618 -8.05% May, 2018 \$ 834,754 \$ 861,452 3.20% \$ 861,452 \$ 922,001 -6.57% Jule, 2018 \$ 855,498 \$ 825,212 -3.54% \$ 825,212 \$ 945,137 -12.69% July, 2018 \$ 777,871 \$ 838,838 7.84% \$ 838,838 \$ 880,534 -4.74% August, 2018 \$ 825,587 \$ 836,755 1.35% \$ 836,755 \$ 930,753 -10.10% September, 2018 \$ 795,860 \$ 822,718 3.37% \$ 822,718 \$ 900,350 -8.62% October, 2018 \$ 871,985 \$ 890,548 2.13% \$ 890,548 \$ 983,929 -9.49% November, 2018 \$ 797,437 \$ 826,921 3.70% \$ 826,921 \$ 899,610 -8.08% January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,412 -0.09%	January, 2018	\$	852,650	\$	896,192	5.11%		896,192	\$	910,173	-1.54%
April, 2018 \$ 770,950 \$ 783,995 1.69% \$ 783,995 \$ 852,618 -8.05% May, 2018 \$ 834,754 \$ 861,452 3.20% \$ 861,452 \$ 922,001 -6.57% June, 2018 \$ 855,498 \$ 825,212 -3.54% \$ 825,212 \$ 945,137 -12.69% July, 2018 \$ 777,871 \$ 838,838 7.84% \$ 838,838 \$ 880,534 -4.74% August, 2018 \$ 825,587 \$ 836,755 1.35% \$ 836,755 \$ 930,753 -10.10% September, 2018 \$ 795,860 \$ 822,718 3.37% \$ 822,718 \$ 900,350 -8.62% October, 2018 \$ 871,985 \$ 890,548 2.13% \$ 890,548 \$ 993,929 -9.49% November, 2018 \$ 815,036 \$ 835,101 2.46% \$ 890,548 \$ 993,929 -9.49% December, 2018 \$ 797,437 \$ 826,921 3.70% \$ 825,921 \$ 899,610 -8.08% January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,312 -0.09%	February, 2018	\$	1,003,553	\$	852,494	-15.05%		852,494	\$	1,069,288	-20.27%
May, 2018 \$ 834,754 \$ 861,452 3.20% \$ 861,452 \$ 922,001 -6.57% June, 2018 \$ 855,498 \$ 825,212 -3.54% \$ 825,212 \$ 945,137 -12.69% July, 2018 \$ 777,871 \$ 838,838 7.84% \$ 838,838 \$ 880,534 -4.74% August, 2018 \$ 825,587 \$ 836,755 1.35% \$ 836,755 \$ 930,753 -10.10% September, 2018 \$ 795,860 \$ 822,718 3.37% \$ 822,718 \$ 900,350 -8.62% October, 2018 \$ 815,036 \$ 835,101 2.46% \$ 835,101 \$ 918,136 -9.04% December, 2018 \$ 797,437 \$ 826,921 3.70% \$ 826,921 \$ 899,610 -8.08% January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,312 -0.09% February, 2019 \$ 980,644 \$ 893,570 -8.88% \$ 893,570 \$ 1,110,241 -19.52% March, 2019 \$ 754,306 \$ 832,663 10.39% \$ 832,663 \$ 889,005 6.34% <	March, 2018	\$	800,433	\$	778,199	-2.78%		778,199	\$	884,031	-11.97%
June, 2018 \$ 855,498 \$ 825,212 -3.54% \$ 825,212 \$ 945,137 -12.69% July, 2018 \$ 777,871 \$ 838,838 7.84% \$ 838,838 \$ 880,534 -4.74% August, 2018 \$ 825,587 \$ 836,755 1.35% \$ 836,755 \$ 930,753 -10.10% September, 2018 \$ 795,860 \$ 822,718 3.37% \$ 822,718 \$ 900,350 -8.62% October, 2018 \$ 815,036 \$ 835,101 2.46% \$ 835,101 \$ 918,136 -9.04% December, 2018 \$ 797,437 \$ 826,921 3.70% \$ 826,921 \$ 983,329 -9.49% January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,312 -0.09% February, 2019 \$ 784,579 \$ 758,532	April, 2018	\$	770,950	\$	783,995	1.69%		783,995	\$	852,618	-8.05%
July, 2018 \$ 777,871 \$ 838,838 7.84% \$ 838,838 \$ 880,534 -4.74% August, 2018 \$ 825,587 \$ 836,755 1.35% \$ 836,755 \$ 930,753 -10.10% September, 2018 \$ 795,860 \$ 822,718 3.37% \$ 822,718 \$ 900,350 -8.62% October, 2018 \$ 871,985 \$ 890,548 2.13% \$ 890,548 \$ 983,929 -9.49% November, 2018 \$ 815,036 \$ 835,101 2.46% \$ 835,101 \$ 918,136 -9.04% December, 2018 \$ 797,437 \$ 826,921 3.70% \$ 826,921 \$ 899,610 -8.08% January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,312 -0.09% February, 2019 \$ 980,644 \$ 893,570 -8.88% \$ 893,570 \$ 1,110,241 -19.52% March, 2019 \$ 754,306 \$ 832,663 10.39% \$ 832,663 \$ 839,510 \$ 889,055 \$ 889,055 -6.34% May, 2019 \$ 818,242 \$ 839,510 \$ 60% \$ 878,142	May, 2018	\$	834,754	\$	861,452	3.20%		861,452	\$	922,001	-6.57%
August, 2018 \$ 825,587 \$ 836,755 1.35% \$ 836,755 \$ 930,753 -10.10% September, 2018 \$ 795,860 \$ 822,718 3.37% \$ 822,718 \$ 900,350 -8.62% October, 2018 \$ 871,985 \$ 890,548 2.13% \$ 890,548 \$ 983,929 -9.49% November, 2018 \$ 815,036 \$ 835,101 2.46% \$ 835,101 \$ 918,136 -9.04% December, 2018 \$ 797,437 \$ 826,921 3.70% \$ 826,921 \$ 899,610 -8.08% January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,312 -0.09% February, 2019 \$ 980,644 \$ 893,570 -8.88% \$ 893,570 \$ 811,10,241 -19.52% March, 2019 \$ 784,579 \$ 758,532 -3.32% \$ 758,532 \$ 921,652 -17.70% April, 2019 \$ 818,242 \$ 839,510 2.60% \$ 832,663 \$ 889,051 \$ 889,051 \$ 889,051 \$ 961,316 -12.67% Jule, 2019 \$ 809,510 \$ 846,446 4.56%	June, 2018	\$	855,498	\$	825,212	-3.54%		825,212	\$	945,137	-12.69%
September, 2018 \$ 795,860 \$ 822,718 3.37% \$ 822,718 \$ 900,350 -8.62% October, 2018 \$ 871,985 \$ 890,548 2.13% \$ 890,548 \$ 983,929 -9.49% November, 2018 \$ 815,036 \$ 835,101 2.46% \$ 835,101 \$ 918,136 -9.04% December, 2018 \$ 797,437 \$ 826,921 3.70% \$ 826,921 \$ 899,610 -8.08% January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,312 -0.09% February, 2019 \$ 980,644 \$ 893,570 -8.88% \$ 893,570 \$ 1,110,241 -19.52% March, 2019 \$ 784,579 \$ 758,532 -3.32% \$ 758,532 \$ 921,652 -17.70% April, 2019 \$ 754,306 \$ 832,663 10.39% \$ 832,663 \$ 889,005 -6.34% May, 2019 \$ 818,242 \$ 839,510 2.60% \$ 837,412 \$ 985,113 -10.66% July, 2019 \$ 809,510 \$ 846,446 4.56% \$ 846,446 \$ 919,234 -7.92%	July, 2018	\$	777,871	\$	838,838	7.84%				880,534	
October, 2018 \$ 871,985 \$ 890,548 2.13% \$ 890,548 \$ 983,929 -9.49% November, 2018 \$ 815,036 \$ 835,101 2.46% \$ 835,101 \$ 918,136 -9.04% December, 2018 \$ 797,437 \$ 826,921 3.70% \$ 826,921 \$ 899,610 -8.08% January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,312 -0.09% February, 2019 \$ 980,644 \$ 893,570 -8.88% \$ 93,570 \$ 1,110,241 -19.52% March, 2019 \$ 784,579 \$ 758,532 -3.32% \$ 758,532 \$ 921,652 -17.70% April, 2019 \$ 754,306 \$ 832,663 10.39% \$ 832,663 \$ 889,005 -6.34% May, 2019 \$ 818,242 \$ 839,510 2.60% \$ 839,510 \$ 961,316 -12.67% July, 2019 \$ 809,510 \$ 846,446 4.56% \$ 846,446 \$ 919,234 -7.92% August, 2019 \$ 857,673 \$ 834,413 -2.71% \$ 834,413 \$ 970,045 -13.98%	August, 2018	\$	825,587	\$	836,755	1.35%		836,755	\$	930,753	-10.10%
November, 2018 \$ 815,036 \$ 835,101 2.46% \$ 835,101 \$ 918,136 -9.04% December, 2018 \$ 797,437 \$ 826,921 3.70% \$ 826,921 \$ 899,610 -8.08% January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,312 -0.09% February, 2019 \$ 980,644 \$ 893,570 -8.88% \$ 893,570 \$ 1,110,241 -19.52% March, 2019 \$ 754,306 \$ 832,663 10.39% \$ 832,663 \$ 832,663 \$ 839,510 \$ 839,510 \$ 961,316 -12.67% June, 2019 \$ 818,242 \$ 839,510 2.60% \$ 839,510 \$ 961,316 -12.67% July, 2019 \$ 837,830 \$ 878,142 4.81% \$ 878,142 \$ 985,113 -10.86% July, 2019 \$ 809,510 \$ 846,446 4.56% \$ 846,446 \$ 919,234 -7.92% August, 2019 \$ 857,673 \$ 834,413 -2.71% \$ 834,413 \$ 970,045 -13.98% September, 2019 \$ 827,316 \$ 869,078 5.05% <th>September, 2018</th> <th>\$</th> <th>795,860</th> <th>\$</th> <th>822,718</th> <th>3.37%</th> <th>25000</th> <th></th> <th>\$</th> <th>900,350</th> <th>-8.62%</th>	September, 2018	\$	795,860	\$	822,718	3.37%	25000		\$	900,350	-8.62%
December, 2018 \$ 797,437 \$ 826,921 3.70% \$ 826,921 \$ 899,610 -8.08% January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,312 -0.09% February, 2019 \$ 980,644 \$ 893,570 -8.88% \$ 893,570 \$ 1,110,241 -19.52% March, 2019 \$ 784,579 \$ 758,532 -3.32% \$ 758,532 \$ 921,652 -17.70% April, 2019 \$ 754,306 \$ 832,663 10.39% \$ 832,663 \$ 889,005 -6.34% May, 2019 \$ 818,242 \$ 839,510 2.60% \$ 839,510 \$ 961,316 -12.67% June, 2019 \$ 837,830 \$ 878,142 4.81% \$ 878,142 \$ 985,113 -10.86% July, 2019 \$ 809,510 \$ 846,446 4.56% \$ 846,446 \$ 919,234 -7.92% August, 2019 \$ 857,673 \$ 834,413 -2.71% \$ 834,413 \$ 970,045 -13.98% September, 2019 \$ 827,316 \$ 869,078 5.05% \$ 890,073 \$ 1,025,491 -9.25%	October, 2018	\$	871,985	\$	890,548	2.13%	10000		-		
January, 2019 \$ 833,678 \$ 943,483 13.17% \$ 943,483 \$ 944,312 -0.09% February, 2019 \$ 980,644 \$ 893,570 -8.88% \$ 893,570 \$ 1,110,241 -19.52% March, 2019 \$ 784,579 \$ 758,532 -3.32% \$ 758,532 \$ 921,652 -17.70% April, 2019 \$ 754,306 \$ 832,663 10.39% \$ 832,663 \$ 889,005 -6.34% May, 2019 \$ 818,242 \$ 839,510 2.60% \$ 839,510 \$ 961,316 -12.67% Jule, 2019 \$ 837,830 \$ 878,142 4.81% \$ 878,142 \$ 985,113 -10.86% August, 2019 \$ 809,510 \$ 846,446 4.56% \$ 846,446 \$ 919,234 -7.92% August, 2019 \$ 857,673 \$ 834,413 -2.71% \$ 834,413 \$ 970,045 -13.98% September, 2019 \$ 827,316 \$ 869,078 5.05% \$ 869,078 \$ 938,654 -7.41% October, 2019 \$ 846,902 \$ 878,957 3.78% \$ 878,957 \$ 930,673 \$ 1,025,491 <th>November, 2018</th> <th>\$</th> <th>815,036</th> <th>\$</th> <th>835,101</th> <th>2.46%</th> <th></th> <th>835,101</th> <th>\$</th> <th>918,136</th> <th></th>	November, 2018	\$	815,036	\$	835,101	2.46%		835,101	\$	918,136	
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March 2020	\$ 014 120	ė	702.042	-2.49%	\$ 793,842	\$	959,253	-17.24%
March, 2020	\$ 814,129 785,425	\$	793,842 825,749	5.13%	\$ 825,749	\$	928,475	-11.06%
April, 2020	\$ 850,284	\$	798,842	-6.05%	\$ 798,842	\$	1,001,987	-20.27%
May, 2020	\$ 871,128	\$	769,641	-11.65%	\$ 769,641	\$	1,001,367	-25.09%
June, 2020 July, 2020	\$ 854,217	\$	916,834	7.33%	\$ 916,834	\$	959,349	-4.43%
August, 2020	\$ 894,819	\$	962,190	7.53%	\$ 962,190	\$	1,010,706	-4.80%
September, 2020	\$ 874,213	\$	891,932	2.03%	\$ 891,932	\$	979,720	-8.96%
October, 2020	\$ 960,243	\$	941,516	-1.95%	\$ 941,516	\$	1,069,791	-11.99%
November, 2020	\$ 899,663	\$	891,495	-0.91%	\$ 891,495	\$	998,743	-10.74%
December, 2020	\$ 879,903	\$	928,333	5.50%	\$ 928,333	\$	979,740	-5.25%
January, 2021	\$ 917,206	\$	1,008,139	9.91%	\$ 1,008,139	\$	1,030,659	-2.19%
February, 2021	\$ 1,070,248	\$	1,019,403	-4.75%	\$ 1,019,403	\$	1,200,270	-15.07%
March, 2021	\$ 863,410	\$	910,587	5.46%	\$ 910,587	\$	999,451	-8.89%
April, 2021	\$ 830,642	\$	831,967	0.16%	\$ 831,967	\$	969,102	-14.15%
May, 2021	\$ 900,977	\$	1,079,167	19.78%	\$ 1,079,167	\$	1,042,714	3.50%
June, 2021	\$ 920,717	\$	1,065,538	15.73%	\$ 1,065,538	\$	1,067,605	-0.19%
July, 2021	\$ 895,069	\$	1,095,689	22.41%	\$ 1,095,689	\$	1,000,121	9.56%
August, 2021	\$ 957,588	\$	1,132,798	18.30%	\$ 1,132,798	Ś	1,053,661	7.51%
September, 2021	\$ 917,223	\$	1,136,893	23.95%	\$ 1,136,893	\$	1,021,359	11.31%
October, 2021	\$ 1,010,759	\$	1,210,135	19.73%	\$ 1,210,135	\$	1,115,135	8.52%
November, 2021	\$ 948,691	\$	1,119,456	18.00%	\$ 1,119,456	\$	1,040,965	7.54%
December, 2021	\$ 920,518	\$	1,130,760	22.84%	\$ 1,130,760	\$	1,013,343	11.59%
January, 2022	\$ 998,331	\$	1,230,271	23.23%	\$ 1,230,271	\$	1,102,008	11.64%
February, 2022	\$ 980,297	\$	1,213,946	23.83%	\$ 1,213,946	\$	1,165,061	4.20%
March, 2022	\$ 928,933	\$	970,697	4.50%	\$ 970,697	\$	1,065,470	-8.89%
April, 2022	\$ 871,896	\$	1,060,932	21.68%	\$ 1,060,932	\$	1,010,169	5.03%
May, 2022	\$ 951,313	\$	1,178,672	23.90%	\$ 1,178,672	\$	1,087,204	8.41%
June, 2022	\$ 969,995	\$	1,214,394	25.20%	\$ 1,214,394	\$	1,112,816	9.13%
July, 2022	\$ 1,114,906	\$	1,109,525	-0.48%	\$ 1,109,525	\$	1,042,609	6.42%
August, 2022	\$ 1,190,415	\$	1,124,616	-5.53%	\$ 1,124,616	\$	1,098,185	2.41%
September, 2022	\$ 1,141,663	\$	1,191,139	4.33%	\$ 1,191,139	\$	1,064,605	11.89%
October, 2022	\$ 1,257,369	\$	1,230,985	-2.10%	\$ 1,230,985	\$	1,162,421	5.90%
November, 2022	\$ 1,179,941	\$	1,200,891	1.78%	\$ 1,200,891	\$	1,085,194	10.66%
December, 2022	\$ 1,153,281	\$	1,142,424	-0.94%	\$ 1,142,424	\$	1,064,801	7.29%
January, 2023	\$ 1,199,521	\$	1,224,668	2.10%	\$ 1,224,668	\$	1,120,877	9.26%
February, 2023	\$ 1,400,169	\$	1,233,845	-11.88%	\$ 1,233,845	\$	1,305,103	-5.46%
March, 2023	\$ 1,131,862	\$	1,023,557	-9.57%	\$ 1,023,557	\$	1,084,957	-5.66%
April, 2023	\$ 1,085,674	\$	1,139,923	5.00%	\$ 1,139,923	\$	1,011,777	12.67%
May, 2023	\$ 1,183,002	\$	1,202,926	1.68%	\$ 1,202,926	\$	1,089,127	10.45%
June, 2023	\$ 1,206,427	\$	1,118,082	-7.32%	\$ 1,118,082	\$	1,114,647	0.31%
July, 2023	\$ 1,140,303	\$	1,174,791	3.02%	\$ 1,174,791	\$	1,044,465	12.48%
August, 2023	\$ 1,216,277	\$	1,107,621	-8.93%	\$ 1,107,621	\$	1,099,438	0.74%
September, 2023	\$ 1,147,785	\$	1,147,697	-0.01%	\$ 1,147,697	\$	1,067,907	7.47%
TOTAL	\$ 83,714,959	\$	85,682,341	2.35%	\$ 85,682,341	\$	88,920,613	-3.64%

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

<u>POSTPONEMENT OF RESOLUTION R-2324-36:</u> 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 adopoted the Young Family Athletic Center Facility Policy Manual as presented.

At the July 25, 2023, Council Conference, the Parks Department gave a presentation with backup 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.

R-2324-36

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE YOUNG FAMILY ATHETIC 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
- WHEREAS, this new sports complex is located at southeast corner of 24th Avenue § 4. 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



- § 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	
ATTEST:		Mayor	
City Clerk			

YFAC FACILITIES POLICY MANUAL

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

Item 3.

through the Norman Board of Park Commissioners and approved by the Director of Park 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
 - o Eight (8) lane 25 meter competition pool
 - o 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.

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- Reservations are on a first-come, first-served basis. The YFAC/Parks and Recreation Depal 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.
- I. 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.

Item 3.

- 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/ParksRec@normanok.gov.

EXHIBIT A

Individual Annual Pass	Norman Resident	\$300	year
Family Annual Pass	Norman Resident	\$960	year
Individual Monthly Pass	Norman Resident	\$30	month
Family Monthly Pass	Norman Resident	\$100	month
		40.00	
Individual Annual Pass	Non-Resident	\$360	year
Family Annual Pass	Non-Resident	\$1,200	year
Individual Monthly Pass	Non-Resident	\$35	month
Family Monthly Pass	Non-Resident	\$120	month
Individual Annual Pass	SR/Vet/MIL/FR	\$300	year
Family Annual Pass	SR/Vet/MIL/FR	\$960	year
Individual Monthly Pass	SR/Vet/MIL/FR	\$30	month
Family Monthly Pass	SR/Vet/MIL/FR	\$100	month
<u>Day Passes</u> Swimming Pass	Norman Resident	\$5	day
Multi-Sports	Norman Resident	\$5 \$5	day
Widiti-Sports	Norman Nesident	ŞS	uay
Swimming Pass	Non-Resident	\$7	day
Multi-Sports	Non-Resident	\$7	day
Curinamina Dana	CD () (a+ /NAU /ED	ćr	da
Swimming Pass	SR/Vet/MIL/FR	\$5 \$5	day
Multi-Sports	SR/Vet/MIL/FR	\$5	day
Swimming Pass	Children 12 & U	\$3	day
Multi-Sports	Children 12 & U	\$3	day
Curinamina Dana	Children 2 0 11	FDFF	da
Swimming Pass	Children 3 & U	FREE	day
Multi-Sports	Children 3 & U	FREE	day
Common Rentals			
Basketball Court	1/2 Court	\$35	hour
Basketball Court Full Court	Full Court	\$70	hour
Volleyball Court	Per Court	\$70	hour
Pickleball Court	Per Court	\$45	hour
Conference Room	2 Hour Min	\$25	hour
Pool Lane Rental		\$25	hour
Recreation Pool	Min. 2 hours	\$150	hour
Competition Pool	Min. 2 hours	\$250	hour
Format Domatolo*			
Event Rentals*	4 Hours Min	לכד לפד	hour nor/
Basketball Court	4 Hour Min	\$65-\$85	hour per/court
Volleyball Court	4 Hour Min	\$50-\$70	hour per/court
Pickleball	4 Hour Min	\$30-\$45	hour per/court
Full Gym (non athletic)	4 Hour Min	\$500-\$750	Full Facility
Full Pool Rental	4 Hour Min	\$500-\$750	Both Pools

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.



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		REVENUES				EXPENDITURES	- EMP		- REVENUES	ENDING
FUND BALANCE	OPERATING REVENUES	INTERFUND TRANSFERS	TOTAL REVENUES	OPERATING EXPENSES	INTERFUND TRANSFERS	SUBTOTAL EXPENSES	TURNOVER SAVINGS	TOTAL EXPENSES	OVER (UNDER) EXPENSES	FUND BALANCE
-	\$ 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
\$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.

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Revenues				Projected Fee 12 Months	Proposed FYE 24 7 Months
Memberships		#	Days	12 WOTHIS	7 100110113
	Family	400		\$55.00	\$154,000
	Individual	400		\$30.00	\$84,000
	Senior/Military	125		\$25.00	\$21,875
	Sub-Total				\$259,875
Daily Passes	Pool	20	365	\$5.00	\$21,292
	Multi Sports	25	365	\$5.00	\$26,615
	Senior/Military	20	365	\$3.00	\$12,775
	Sub-Total				\$60,681
Rentals					
	Swim Club	1		\$50,000.00	\$29,167
	Baskeball Club	1		\$50,000.00	\$29,167
	Volleyball Club	1		\$50,000.00	\$29,167
	NPS	1		\$50,000.00	\$29,167
	Optimist	1		\$50,000.00	\$29,167
	Tournament	35		\$10,000.00	\$204,167
	Misc. Rentals Sub-Total	50		\$1,000.00	\$29,167 \$379,167
Concessions	Lease Agreement	1			\$29,167
Classes	Local Leagues				\$58,333
	Camps	500		\$50.00	\$14,583
	Aqua Fitness Classes	500		\$5.00	\$1,458
	Swim Lessons	500		\$50.00	\$14,583
	Sub-Total			_	\$88,958
Marketing					
	Video Boards				\$126,051
	Misc. Sponsorships			_	\$29,167 \$155,217
				_	
Total Revenues				_	\$973,065
Expenditures				Projected 12 Months	Proposed 7 Months
Salaries & Benefits					
	Salaries - Full Time		\$	222,932.48	\$148,622
	Salaries - Part Time		\$	465,554.82	\$310,370
	Salaries - Temporary		\$	62,400.00	\$41,600
	Other Salaries - Overtime Retirement		\$ \$	5,000.00	\$3,333 \$12,633
	Health Insurance		\$	18,949.26 76,660.00	\$51,107
	Safety Bonus		\$	100.00	\$67
	Life Insurance		\$	300.00	\$200
	Fica/Medicare		\$	57,825.38	\$38,550
			\$	909,721.94	\$606,481
Supplies & Materials					
	Office				
	Recreation			\$1,000	
				\$40,000	\$22,638.33
	Operating Chemicals & M	laintenance		\$40,000 \$100,000	\$22,638.33 \$58,333
	First Aid Supplies	laintenance		\$40,000 \$100,000 \$1,000	\$22,638.33 \$58,333 \$583
	First Aid Supplies Plumbing & Electrical	laintenance		\$40,000 \$100,000 \$1,000 \$1,500	\$22,638.33 \$58,333 \$583 \$875
	First Aid Supplies Plumbing & Electrical Janitorial	laintenance		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500	\$22,638.33 \$58,333 \$583 \$875 \$4,375
	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products	laintenance		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292
	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials	laintenance		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583
	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective	laintenance		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458
	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials		_	\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$2,500	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms		_	\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$1,458
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms	uipment	_	\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$2,500	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$1,458
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Eq Other Professional (Certif Misc. Concract Services	uipment	_	\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$160,000 \$2,500 \$160,000	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Eq Other Professional (Certif Misc. Concract Services Advertising - General	uipment ications)	_	\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$160,000 \$2,500 \$100,000 \$40,000	\$22,638.33 \$58,333 \$5875 \$4,375 \$4,375 \$292 \$583 \$1,458 \$1,458 \$1,458 \$92,638 \$1,458 \$23,333
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Eqi Other Professional (Certif Misc. Concract Services Advertising - General Office Machines & Equip.	uipment ications)	_	\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$160,000 \$2,500 \$100,000 \$40,000 \$2,500	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458 \$25,4383 \$23,333 \$23,333 \$1,458
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Equ Other Professional (Certif Misc. Concract Services Advertising - General Office Machines & Equip. Other Miscellaneous	uipment ications)	_	\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$160,000 \$2,500 \$100,000 \$40,000 \$2,500 \$2,500	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458 \$58,333 \$23,333 \$1,458 \$1,458
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Equ Other Professional (Certif Misc. Concract Services Advertising - General Office Machines & Equip. Other Miscellaneous Janitoral Contract	uipment ications)		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$160,000 \$2,500 \$100,000 \$40,000 \$2,500 \$100,000	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458 \$58,333 \$23,333 \$1,458 \$1,458
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Eq Other Professional (Certif Misc. Concract Services Advertising - General Office Machines & Equip. Other Miscellaneous Janitoral Contract Telephone Basic	uipment ications)	_	\$40,000 \$100,000 \$1,500 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$160,000 \$2,500 \$100,000 \$40,000 \$2,500 \$100,000 \$2,500 \$100,000 \$2,500 \$100,000 \$2,500 \$100,000 \$1,000	\$22,638.33 \$58,333 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458 \$58,333 \$23,333 \$1,458 \$64,167
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Eq Other Professional (Certif Misc. Concract Services Advertising - General Office Machines & Equip. Other Miscellaneous Janitoral Contract Telephone Basic Telephone - Long Distance	uipment ications)	_	\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$160,000 \$100,000 \$40,000 \$2,500 \$1,500 \$100,000 \$2,500 \$1,000 \$2,500 \$1,000 \$2,500	\$22,638.33 \$58,333 \$5875 \$4,375 \$4,375 \$292 \$583 \$1,458 \$1,458 \$1,458 \$92,638 \$1,458 \$58,333 \$23,333 \$1,458 \$1,458 \$1,458 \$7,000
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Eq Other Professional (Certif Misc. Concract Services Advertising - General Office Machines & Equip. Other Miscellaneous Janitoral Contract Telephone Basic Telephone - Long Distanc Electricity	uipment ications)		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$160,000 \$100,000 \$40,000 \$2,500 \$110,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458 \$58,333 \$23,333 \$1,458 \$1,458 \$1,458 \$5,458 \$1
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Eq Other Professional (Certif Misc. Concract Services Advertising - General Office Machines & Equip. Other Miscellaneous Janitoral Contract Telephone Basic Telephone - Long Distance	uipment ications)		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$160,000 \$40,000 \$40,000 \$2,500 \$110,000 \$1	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458 \$58,333 \$23,333 \$1,458 \$64,167 \$583 \$700 \$583,333 \$29,163
Other Professional	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Equipolar Other Professional (Certif Misc. Concract Services Advertising - General Office Machines & Equipolate Other Miscellaneous Janitoral Contract Telephone Basic Telephone - Long Distance Electricity Natural Gas	uipment fications)		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$500 \$1,000 \$2,500 \$2,500 \$160,000 \$40,000 \$2,500 \$100,000 \$2,500 \$110,000 \$1,000 \$1,000 \$1,000 \$1,000 \$50,000 \$50,000 \$50,000 \$2,500	\$22,638.33 \$58,333 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$158,333 \$23,333 \$1,458 \$64,167 \$58,333 \$29,167 \$58,333 \$29,167
Other Professional Internal Services Maint.	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Equipolar Other Professional (Certifildisc. Concract Services Advertising - General Office Machines & Equipolater Other Miscellaneous Janitoral Contract Telephone Basic Telephone - Long Distance Electricity Natural Gas Water & Trash Refunds & Reimbursement	uipment fications)		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$5,500 \$1,000 \$2,500 \$2,500 \$160,000 \$40,000 \$2,500 \$110,000 \$110,000 \$1,000	\$22,638.33 \$58,333 \$58,355 \$4,375 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458 \$58,333 \$23,333 \$1,458 \$64,167 \$583,333 \$23,333 \$1,458 \$1,458 \$64,167 \$58,333 \$29,167 \$29,167 \$29,167 \$29,167 \$29,167 \$1,458 \$268,987
	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Equipolar Other Professional (Certif Misc. Concract Services Advertising - General Office Machines & Equipolational Contract Telephone Basic Telephone - Long Distance Electricity Natural Gas Water & Trash Refunds & Reimbursement	uipment fications)	_	\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$7,500 \$2,500 \$2,500 \$160,000 \$100,000 \$40,000 \$2,500 \$110,000 \$1,2500 \$110,000 \$1,2500	\$22,638.33 \$58,333 \$58,333 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458 \$58,333 \$123,333 \$1,458 \$64,167 \$583 \$700 \$58,333 \$29,167 \$29,167 \$29,167 \$29,167 \$1,458 \$268,987
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	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Equipolar Other Professional (Certif Misc. Concract Services Advertising - General Office Machines & Equipolational Contract Telephone Basic Telephone - Long Distance Electricity Natural Gas Water & Trash Refunds & Reimbursement	uipment fications)		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$5,500 \$1,000 \$2,500 \$160,000 \$100,000 \$40,000 \$2,500 \$110,000 \$1,000	\$22,638.33 \$58,333 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458 \$58,333 \$23,333 \$1,458 \$64,167 \$583 \$70 \$58,333 \$29,167 \$29,167 \$29,167 \$1,458 \$268,987
	First Aid Supplies Plumbing & Electrical Janitorial Paint and Paint Products Other Building Materials Safety & Protective Other - Uniforms Other - Minor Tools & Eq Other Professional (Certifi Misc. Concract Services Advertising - General Office Machines & Equip. Other Miscellaneous Janitoral Contract Telephone Basic Telephone - Long Distance Electricity Natural Gas Water & Trash Refunds & Reimbursement Building Repair Printing Services	uipment fications)		\$40,000 \$100,000 \$1,000 \$1,500 \$7,500 \$5,000 \$2,500 \$2,500 \$160,000 \$2,500 \$100,000 \$40,000 \$2,500 \$110,000 \$1,000	\$22,638.33 \$58,333 \$583 \$875 \$4,375 \$292 \$583 \$1,458 \$1,458 \$92,638 \$1,458 \$58,333 \$1,458 \$14,58 \$64,167 \$583 \$70 \$58,333 \$29,167 \$20,167 \$20,

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.



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.

AMENDMENT NO 4 TO CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY

THIS AMENDMENT NO. 4 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Fourth Amendment") is made as of August 8th, 2023, between the Norman Municipal Authority, and Crossland Construction Company, Inc. a Kansas corporation (the "Construction Manager").

RECITALS:

- A. The Norman Municipal Authority and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2122-81), dated March 24, 2020, (the "Agreement"), for construction management services for the Griffin Community Park project including plan review, design assistance, bidding services, and value engineering.
- B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.
- C. The Construction Manager submitted the third of four anticipated GMP Proposals to the City Council. The original contract value for preconstruction services was \$14,450. GMP No. 1 was approved on February 8th, 2022, for a total contract amount of \$1,370,970 (derived from the total cost of work for the Construction Phase of \$1,074,392 + the indirect Cost and Fee of \$296,578). GMP No. 2 was approved on July 26th, 2022, for a total contract amount of \$6,576,243 (derived from the total cost of work for the Construction Phase of \$5,566,310 + the Indirect Cost and Fee of \$1,009,933). GMP No. 3 was approved on January 10th, 2023, for a total contract amount of \$568,189 (derived from the total cost of work for the Construction Phase of \$518,374 + the Indirect Cost and Fee of \$49,815. The total amount of all amendments combined represent the total contract amount of \$8,862,883. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributed to the Griffin Park Project.
- D. The Construction Manager now submits the fourth of the final anticipated GMP Proposals based on bids received.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts, and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, The Norman Municipal Authority and the Construction Manager hereby agree as follows:

1. <u>Fourth GMP Established.</u> The Construction Manager's guaranteed maximum price for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be <u>\$333,031</u> (derived

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. <u>Contract Document Log.</u> 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. <u>Allowances.</u> 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. <u>Assumptions</u>. 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. <u>Proposed GMP</u>. 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. <u>Substantial Completion</u>. 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 $\mathbf{E}\mathbf{x}$ \mathbf{h} \mathbf{G} .
- 2. <u>Effect of Amendment.</u> 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. <u>Non-Default.</u> 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: Len Jan
Name:Aaron R. Stoops
Title:Vice President
Date:
ATTEST:
By Ruling Radios n. s.
By: Culines Rochicone & Busines Rochicone & Busines Rochicone & Busines Rock & Busines
subscribed and sworn to me this _t day of _nogost, 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
A 11 TH C' CY CY
· — · — ·
By:
Larry Heikkila, Mayor
ATTEST:
By:
Brenda Hall, City Clerk

K-2122-81 Griffin Park - Exhibit A

CROSSLAND CONSTRUCTION COMPANY, INC.

408 NE 145th Place

tel 405.748.5043

fax 405.748.7214

Oklahoma City, OK 73013

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

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

www.crosslandconstruction.com

EXHIBIT B GMP AMENDMENT NO. 4 LIST OF DRAWINGS/SPECIFICATIONS

LIST OF DRAWINGS

- C6.0 Paving General Layout
- C6.1 Paving Plan and Profile
- C6.2 Paving Plan and Profile
- C6.3 Paving Plan
- C6.4 Paving Plan
- C6.5 Paving Details

LIST OF SPECIFICATIONS

Division 1 - General:

- 01050 Field Engineering
- 01152 Application for Payment
- 01200 Project Meetings
- 01340 Submittals
- 01380 Pre-Construction Photographs
- 01500 Temporary Facilities and Controls
- 01510 Site Access
- 01700 Contract Closeout
- 01720 Project Record Documents
- 01730 Operation and Maintenance Data

Division 2 - Site Work:

- 02000 Site Work
- 02070 Selective Demolition
- 02100 Site Preparation
- 02211 Rough Grading
- 02220 Earthwork
- 02265 Finish Grading
- 02400 Site Drainage
- 02445 Vinyl Coated Chain Link Fencing
- 02810 Irrigation
- 02934 Sodding
- 02939 Sprigging

Division 3 - Concrete:

- 03100 Concrete Formwork
- 03210 Steel Reinforcement
- 03300 Cast-In-Place Concrete
- 03345 Concrete Finishing

Division 7 – Moisture Protection:

07900 Sealants

Structural Specifications:

- Table of Contents
- 042200 Concrete Unit Masonry
- 061000 Rough Carpentry
- 061753 Shop Fabricated Wood Trusses

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 E GMP AMENDMENT NO. 4

GMP Summary

Project: Date:	ead North Extension East Road - North Extension August 8, 2023	CROSSLAND CONSTRUCTION COMPANY, INC.					
Trade Package #	Trade Package Description			Subcontractor			
31A	Demo and Earthwork	s	89,455	Hook Construction			
32B	Asphalt and Site Concrete	\$	162,300	Turning Point			
SUBTOTAL	DIRECT COSTS	\$	251,755				
3.0%	Contractor Contingency	\$	7,553				
1.5 MO	Gen. Conditions	\$	40,350				
1.5 MO	Project Requirements	\$	18,938				
0.85%	Insurance	\$	2,708				
3.65%	Construction Mgmt. Fee	\$	11,728				
TOTAL ES	TIMATED CONSTRUCTION COST	\$	333,031				

Bid Tab



Jason Lohaus - Estimator turningpoint.lohaus@gmail.com Cell: 405-255-3395 Office: 405-579-7663 Fax: 405-579-1693

Federal ID: 71-0913108 PO Box 1805 | Blanchard OK 73010

July 27, 2023 REVISED

RE: Griffin Sports Complex Phase 6 (Add North Road) - 1001 E Robinson St, Norman

PAVING PROPOSAL:

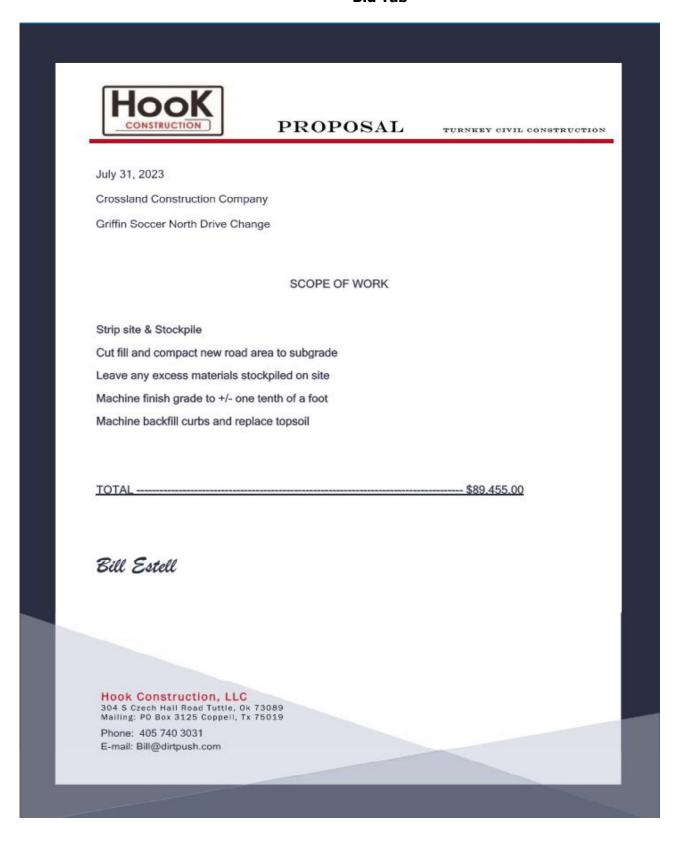
- Per revised civils dated 7/20/23
- Concrete @ curbs to be 3500 PSI A/E per current project specs
- · Stabilize 6" of subgrade utilizing 4% Lime beneath asphalt paving per current project specs and Geo
- Install 32" concrete curb and gutter per detail SH C6.3
- Place five and a quarter inch (5.25") thick asphaltic paving 3.25"/ S3 REC & 2"/ S5 REC per detail SH C6.3
- Saw cut control joints in curbs
- Add 2 PC flumes
- · Add 3 yield stencils, 3 yield signs, 3 yield bars and painted gores
- Construction Staking
- · Payment and Performance Bonding
- (Labor, Material & Equipment included to perform above scope of work, U.N.O)

TOTAL: \$162,300.00

ASPHALT PRICING BASED OFF JULY 1st ODOT BINDER INDEX - PRICING SUBJECT TO CHANGE AFTER SEPT 30th

Exclusions: Testing, Site Grading exceeding +/- a 10th, Sealers, Erosion/Traffic Control, Backfill,
Location-Relocation or Repair of Utilities, Utility Lay Out, Sleeves, Storm Water
Collection Devices/Work, Demo, Offsite Washout, Head/Slope Walls, Rip-Rap
Retaining Walls/Foundations, Handrails, Misc. Site Footings, CIP Steps/Ramps,
Dirt work, ROW Permitting, Landscaping, Etc.

Bid Tab



General Conditions

General Conditions East Road North Extension CROSSLAND CONSTRUCTION COMPANY, INC.													
Team Members	(\$/hr)	Staff Assignments	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	Total Hours		Total \$
Construction Staffing			1	2	3	4	5	6	7	8			
TBD		Sr. Project Manager									0	\$	
Blake Madden		Project Manager	87	44		6					131	\$	13,050.00
TBD		Asst. Project Manager									0	\$	Ħ
TBD		Project Engineer									0	\$	5
Codey Bellomy	\$ 105	Project Superintendent	173	87		8					260	\$	27,300.00
TBD	\$ 85	Asst. Superintendent							,		0	\$	8
TBD	\$ 75	Field Engineer								45	0	\$	2
TBD	\$ 65	Safety Inspector									0	\$	ğ
				Total	Labo	in C	pporol	Conc	itions		391	Ś	40,350.00

Project Requirements

Project Requirements East Road North Extension	Project Total S	Duration (mo)	1.5 0	CROSSLAND CONSTRUCTION COMPANY, INC.
Construction Services	7	\$	Cost Type	Notes for Clarity
1 CM Field Office, Furniture, & Furnishings	\$		PRs	\$0 @ 1.5 mo & \$0
2 Office Supplies	\$		PRs	\$0 @ 1.5 mo & \$0
3 Project Sign	\$	170	PRs	\$0 @ 1 each & \$0
4 Superintendent Vehicles	\$	1,500.00	PRs	\$1000 @ 1.5 mo & \$0
4 PM Vehicles	\$	1,500.00	PRs	\$1000 @ 1.5 mo & \$0
5 Superintendent Fuel Expense	\$	900.00	PRs	\$600 @ 1.5 mo & \$0
5 PM Fuel Expense	\$	900.00	PRs	\$600 @ 1.5 mo & \$0
6 Jobsite Radios/Phones & Internet	\$	225.00	PRs	\$150 @ 1.5 mo & \$0
7 Copy Machine & Maintenance	\$	100	NC	\$0 @ 1.5 mo & \$0
8 Computers, Usage, & Maintenance	\$		NC	No Charge
9 Reproduction & Plan Software	\$	750.00	PRs	\$500 @ 1.5 mo & \$0
0 Field Office Telephone & Internet	\$	-	NC	\$0 @ 1.5 mo & \$0
1 Postage & Expressage	\$	150	NC	No Charge
2 Office Janitorial	\$	44	NC	\$0 @ 1.5 mo & \$0
3 Mobilization / Demobilization	\$	1,500.00	PRs	\$1500 @ 1 ea & \$0
4 Punchlist/Misc	\$	2,000.00	PRs	\$2600 @ 6 wks & \$0
5 Construction Photos, Drone, & Videos	\$		PRs	\$0 @ 1.5 mo & \$2500
6 Job Meetings & Ceremony Expenses	\$		NC	No Charge
7 Record Drawings / Closeout Manuals	\$	(40	NC	No Charge
8 Material Handling	\$		PRs	\$0 @ 1 sf & \$0
9 Temporary Electric Service	\$	19-1	Owner	\$0 @ 0 sf & \$0
O Temporary Water	\$	1,500.00	PRs	\$1000 @ 1.5 mo & \$0
1 Temporary Gas	\$	(*)	Owner	\$0 @ 0 sf & \$0
2 Temporary Construction Services: Fencing	\$	-	PRs	\$0 @ 200 If & \$200
3 Security	\$	*	NC	No Charge
4 Temporary Toilets	\$	*	PRs	\$0 @ 4 ea per mo & \$150
4 Water/Ice	\$	300.00	PRs	\$200 @ 1 ea per mo & \$0
5 Temporary Tool /Storage Trailers	\$		PRs	\$350 @ 1 ea per mo & \$1000
6 Dumpsters	\$	2,182.50	PRs	\$485 @ 3 ea per mo & \$0
7 Safety	\$		PRs	\$0.1 @ 1 sf & \$0
8 Weekly Cleanup	\$	1,680.00	PRs	\$1120 @ 1.5 mo & \$0
9 Final Cleanup	\$	-	PRs	\$0.5 @ 0 sf & \$0
0 Meals & Lodging	\$		Cost of Work	
1 Utility Connection Permits	\$		Cost of Work	
2 Concrete Testing & Inspections	ŝ		Owner	
3 Operational Permits	\$	-	Cost of Work	
4 Testing Laboratory Services	\$	20 p	Owner	
5 Building Permit	\$		PRs	
6 Misc Site Repairs/Sod at Demobilization	\$		PRs	
7 Site Survey Control Points	\$	2,000.00	PRs	\$5000 @ 1 ea & \$0
8 Dewatering	\$	2,000.00	PRs	\$100 @ 10 days & \$0
9 Temporary Heat	\$		PRs	\$480 @ 30 days & \$0
0 Floor Protection	\$		PRs	\$0.09 @ 0 sf & \$0

EXHIBIT F GMP AMENDMENT NO. 4 SUBSTANTIAL

COMPLETION

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

EXHIBIT G GMP AMENDMENT NO. 4

ACCEPTANCE PERIOD

- 1. Acceptance of GMP No. 4 is required on or before August 22nd, 2023.
- 2. Should the pricing and terms of the GMP Amendment No. 4 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 4 will be null and void and the work will be re-advertised and re-bid.

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.



STAFF REPORT

MEETING DATE: 08/22/23

REQUESTER: Veronica Tracy, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: 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.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Wellness Village, off North Findlay Avenue. The new AWE will include an indoor, heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness-classroom area; lounge and game rooms; both wet and dry craft areas; a small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

The AWE was authorized in the NORMAN FORWARD initiative in 2015 but was unfunded at that time. The AWE was later funded through two Council actions: re-allocation of Norman Forward funds through securing the Griffin Park land with a long-term land lease instead of a land purchase (\$7.4 million); an allocation of \$4.8 million from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements (Resolution R-2021-63); and a land exchange with the Norman Regional Hospital System where the City received \$426,000 in cash and what was then appraised for \$1.2 million in property (718 N. Porter) for a total of a \$14 million budget for construction and design. On December 13, 2022, the Council appropriated \$1.2 million in General Fund balance to up-front the anticipated revenue from the sale of the 718 N. Porter property. The sale proceeds have not been reimbursed to the General Fund; effectively the General Fund has contributed \$1.2 million to the AWE project.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design and construction documents and is assisting with construction administration through the project's completion. The AWE project is scheduled to open in late Fall of this year; final furniture, fixture, and equipment purchases are being made. A sub-consultant assigned to this project has designed the fitness area of the facility and specified appropriate fitness equipment. Staff requested three quotes for the specified machines and have selected the lowest and best quote available.

DISCUSSION:

The equipment specified in this project includes Stairmasters, treadmills, cross trainers, recumbent and upright bikes, as well as weight machines like a chest press, a leg curl machine, and a pulldown machine, and free weights were selected for aesthetics, durability and ease of use, to accommodate the needs of the AWE patrons. The price for this equipment for the Adult Wellness and Education Center is \$304,092.48, which will be financed through the Norman Municipal Authority and repaid over five years. The equipment will be subject to warranty for the entire period of the financing agreement and a remaining value may be credited against future equipment purchases, should the current equipment be traded for newer models subject to future warranty. The first year of debt service payments is requested to be paid from the Capital Sales Tax Fund, with future year payments to be allocated in Norman Forward Sales Tax Fund budgets.

RECOMMENDATION 1:

It is recommended that City Council approve the purchase of fitness equipment in the amount of \$304,092.48 to be used at the Adult Wellness and Education Center as follows:

Vendor for Equipment Financing: Kansas State Bank

Contract amount: \$304,092.48

Annual Payment: \$71,692.90 (5 annual payments)

Requested Amount in FYE 2024: \$71,692.90

Account: Debt Service – Principal (Account 50930149-47001)

RECOMMENDATION 2:

Staff further recommends an appropriation of Capital Fund Balance in the amount of \$71,692.50 (Account 50-29000) to Debt Service - Principal (Account 50930149-47001).



2627 KFB PLAZA, SUITE 202E MANHATTAN, KS 66503| 785-587-4000

SENT VIA EMAIL: VERONICA.TRACY@NORMANOK.GOV; MAYOR@NORMANOK.GOV

August 4, 2023

Ms. Veronica Tracy City of Norman, Oklahoma

Re: Financing for City of Norman, Oklahoma and Norman Municipal Authority for Assorted Fitness Equipment

Dear Ms. Tracy:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. All required documentation must be received by 3:00pm CST in order to fund the following business day.

The interest rate you have been quoted is valid through August 7,, 2023 (subject to the Conditions to Funding on the attached Documentation Instructions).

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Demi Morris Client Relations Specialist

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. *Please sign in blue ink and print on single sided* paper only. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. Government Obligation Contract

An authorized individual that is with the Obligor should sign on the first space provided. <u>All original signatures are required for funding.</u>

2. Exhibit A – Description of Equipment

- Review equipment description. Complete serial number/VIN if applicable.
- List the location where the equipment will be located after delivery/installation.

3. Exhibit B - Payment Schedule

Sign and print name and title

4. Exhibit C - Acceptance of Obligation

Sign and print name and title

5. Exhibit D - Obligor Resolution – City and Authority

- Type in the date of the meeting in which the purchase was approved.
- Print or type the name and title of the individual(s) who is authorized to execute the Contract.
- The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
- The board secretary or board clerk of Obligor must attest the Resolution where indicated.

6. Exhibit E - Officer's Certificate

- Sign and print name and title
- Please list the Source of Funds for the Contract Payments.

7. Exhibit F - Payment Request & Equipment Acceptance Form

Do Not Return until you need to request funds from the Vendor Payable Account.

8. Exhibit G - Signature Card

- Sign and print name and title
- An additional individual may sign as an authorized individual, if desired.

9. Exhibit H - Obligor Acknowledgement

Complete information as indicated.

10. Insurance Requirements

Complete insurance company contact information where indicated.

11. Debit Authorization - (Preferred)

Complete form and attach a voided check

12. 8038G IRS Form

- Please read 8038 Review Form
- In Box 2, type Employer Identification Number
- Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by October 13, 2023, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.

All documentation should be returned to:

KS StateBank 2627 KFB Plaza, Suite 202E Manhattan, Kansas 66503 *3361832%CONTRACT%06.15,2023*

OK SFP Non-App NBQ VPA

GOVERNMENT OBLIGATION CONTRACT

Obligor

City of Norman, Oklahoma 201 West Gray Street Norman, Oklahoma 73069 Federal Tax ID: 73-6005350 Obligee

KS StateBank 1010 Westloop, P.O. Box 69 Manhattan, Kansas 66505-0069

Norman Municipal Authority 201 West Gray Street Norman, Oklahoma 73069 Federal Tax ID: 73-0770170

Dated as of June 15, 2023

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means collectively the City and the Municipal Authority listed above and which are financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of Section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

Item 3.

- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assum levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price, Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term. Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Ratification of Contract Term

Section 4.01 Ratification of Contract Term. Obligor shall not incur any obligation in excess of the income and revenues provided under the Original Term or any subsequent Renewal Term because Obligor shall have the right to terminate all of its obligations regarding Contract Payments at the end of the Original Term or any subsequent Renewal Term. The Governing Body of Obligor shall notify Obligee in writing of their decision to terminate their obligations regarding Contract Payments as soon as the decision to terminate is made and in any event not later than 30 days after the end of their Budget Year. If Obligor does not notify Obligee of its intention to terminate the Contract in writing within 30 days after the end of the Budget Year then the Contract shall be deemed to be mutually ratified by both parties and shall continue in full force and effect for the next Renewal Term. If Obligor terminates this Contract under this provision then Obligor shall immediately deliver the Equipment to Obligee as provided below in Section 9.04. Obligor will be liable for all damages to the Equipment other than normal wear and tear. If the Obligor fails to deliver the Equipment to the Obligee then the Obligee shall have the right to enter the premises where the Equipment is located and take possession of the Equipment and charge the Obligor for the costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligoe, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The

Item 3.

security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Ot to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form time to time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment

funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall, at Obligee's sole discretion, either a) be returned to Obligor, or b) be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Should Obligee decide to apply the Surplus Amount to the then applicable Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit 8 hereto which shall be binding and conclusive upon Obligee and Obligor.

Printed Name and Title

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.07 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be bloding upon Obligee and Obligor and their

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested solely by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule. Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed bel

City of Norman, Oklahoma KS StateBank
Commistando Lieve -
Signature Control of the Control of
Larry Heikkila, Mayor and Chairperson
Printed Name and Title
Printed Name and Title
Norman Municipal Authority
Signature
Larry Heikkila, Mayor and Chairperson

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

EXHIBIT B

PAYMENT SCHEDULE

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

Date of First Payment: At Closing Original Balance: \$304,092.48
Total Number of Payments: Five (5)
Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$71,692.90	\$0.00	\$71,692.90	\$247,799.01
2	15-Jun-24	\$71,692.90	\$20,854.60	\$50,838.30	\$191,246.63
3	15-Jun-25	\$71,692.90	\$16,292.58	\$55,400.32	\$131,238.90
4	15-Jun-26	\$71,692.90	\$11,321.18	\$60,371.72	\$67,564.70
5	15-Jun-27	\$71,692.90	\$5,903.66	\$65,789,24	\$0.00

City of Norman, Oklahoma

Signature Larry Heikkila, Mayor and Chairperson

Printed Name and Title

Norman Municipal Authority

Larry Heikkila, Mayor and Chairperson

Printed Name and Title

^{*}Assumes all Contract Payments due to date are paid

Item 3.

EXHIBIT C ACCEPTANCE OF OBLIGATION TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

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

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

- The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract. 1.
- Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price 2. (the "Purchase Price") for the Equipment so identified in such Exhibit A;
- The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price; 3.
- Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Norman, Oklahoma	
Signature	
Larry Heikkila, Mayor and Chairperson	
Printed Name and Title	
Norman Municipal Authority	
Signature	
Printed Name and Title	

EXHIBIT D - CITY

OBLIGOR RESOLUTION

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

_	
At a	a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on the following olution was introduced and adopted:
BE	T RESOLVED by the Governing Body of Obligor as follows:
1.	Determination of Need. The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of June 15, 2023, between City of Norman, Oklahoma and Norman Municipal Authority (Obligor) and KS StateBank (Obligee).
2.	Approval and Authorization. The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.
	Authorized Individual(s): Larry Heikkila, Mayorand Chairperson (Typed or Printed Name and Title of individual(s) authorized to execute the Contract)
3.	Adoption of Resolution. The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.
Sig	gnature:
	(Signature of Board Chairman or other authorized member of the Obligors Governing Body)
Pr	inted Name & Title: Larry Heikkila, Mayor and Chairperson
	(Printed Name and Title of individual who signed directly above)
At	tested By:
	(Signature of Obligors Board Secretary or Board Clerk)
Pr	inted Name & Title:
	(Printed Name of individual who signed directly above)

Item 3.

EXHIBIT D - AUTHORITY

OBLIGOR RESOLUTION

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

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) resolution was introduced and adopted:	neld on the following
BE IT RESOLVED by the Governing Body of Obligor as follows:	
4. Determination of Need. The Governing Body of Obligor has determined that a true and videscribed on Exhibit A of the Government Obligation Contract dated as of June 15, 2 Municipal Authority (Obligor) and KS StateBank (Obligee).	very real need exists for the acquisition of the Equipment 1023, between City of Norman, Oklahoma and Norman
5. Approval and Authorization. The Governing Body of Obligor has determined that the meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and of the Contract by the Obligor and hereby designates and authorizes the following per behalf with such changes thereto as such person(s) deem(s) appropriate, and any necessary to the consummation of the transaction contemplated by the Contract.	d the Governing Body hereby approves the entering into son(s) to execute and deliver the Contract on Obligor's
Authorized Individual(s): Larry Helkkila, Mayor and Chairperson (Typed or Printed Name and Title of individual(s) authorized to execute the	e Contract)
6. Adoption of Resolution. The signatures below from the designated individuals from the by the Governing Body of this Resolution.	e Governing Body of the Obligor evidence the adoption
Signature:	
(Signature of Board Chairman or other authorized member of the Obligors Governing Body) Printed Name & Title: Larry Heikkila, Mayor and Chairperson (Printed Name and Title of individual who signed directly above)	
Attested By: (Signature of Obligors Board Secretary or Board Clerk) Printed Name & Title:	
(Printed Name of individual who signed directly above)	

EXHIBIT E OFFICER'S CERTIFICATE

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

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

- Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
- Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
- No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Printed Name and Title

- The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
- Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund	
By signing below, Obligor hereby authorizes the General Fu made.	nd of the Obligor as a backup source of funds from which the Contract Payments can be
City of Norman, Oklahoma	
Signature	
Larry Heikkila, Mayor and Chairperson	
Printed Name and Title	
Norman Municipal Authority	
Signature	
Larry Heikkila, Mayorand Chairperson	

Schedule (

Item 3.

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

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

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:
1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: <u>Commercial Fitness Solutions, Inc.</u>
 The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.
Please forward this document and any correspondence relating to vendor payment to:
Email: dmorris@ksstate.bank
or Fax: (785) 587-4016
Please call (877) 587-4054 if you have any questions.
City of Norman, Oklahoma
Signature
Larry Heikkila, Mayor and Chairperson Printed Name and Title
Norman Municipal Authority
Signature Larry Heikkile, Mayor, and Chairnerson
Larry Heikkila, Mayor and Chairperson

Printed Name and Title

EXHIBIT G

SIGNATURE CARD

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

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Norman, Oklahoma and Norman Municipal Authority.

City of Norman, Oklahoma
Signature
Larry Heikkila, Mayor and Chairperson
Printed Name and Title Signature of additional authorized individual (optional) of Obligor
M
Signature Veronica Tracy, Recreation Manager
Printed Name and Title Signature of additional authorized individual (optional) of Obligor
Norman Municipal Authority
Signature Larry Heikkila, Mayorand Chairperson
Printed Name and Title
Signature of additional authorized individual (optional) of Obligor
M
Simatura Veronica Tracy, Recreation Manager
Printed Name and Title

Item 3.

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

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

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract. Please complete the below information, attach another page if necessary Vendor Name: Commercial Fitness Solutions, Inc. 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 Equipment: 2 Module Storage Walls \$304,092.48 Cost of Equipment: Vendor Name: Equipment: Cost of Equipment:

Obligor will immediately notify Obligee if any of the information listed above is changed.

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

City of Norman, Oklahoma and Norman Municipal Authority 201 West Gray Street Norman, Oklahoma 73069 Certificate Holder:

KS StateBank 1010 Westloop, P.O. Box 69 Manhattan, Kansas 66505-0069

1. Equipment Description

- 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
- Please include all applicable VIN's, serial numbers, etc.

2. Physical Damage

♦ All risk coverage to guarantee proceeds of at least \$304,092.48.

3. Loss Payee

♦ KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.

Please forward certificate as soon as possible to:

Email: dmorris@ksstate.bank

or

Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

City of Norman, Oklah	oma and Norman Municipal Authority
Insurance Company:	
Agent's Name:	
Telephone #:	
Fax #:	
Address:	
City, State Zip:	
Email:	



3361832%ACHAUTHORIZATION%06.15.2023

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number					
		Payment Amount		Frequency of Payments	
3361832	\$71,122.81		Annual		
Beginning		Day of Month			
Month Year	_	Debits will be m	nade according	to Exhibit B of the Contract	
<u>l acknowledge that t</u>	he origination of ACH transactions	to this account must c	omply with the I	provisions of U.S. law.	
Financial Institution Name	Financial Institution Name Branch				
Address	City	State		Zip	
Routing Number		Account Number			
		Account (valide)			
borrower and me. Until such time as due to KS StateBank Government Fin. This authority is to remain in full force termination in such time and manner	ipayment is made, borrower shall ance Department regarding the ab and effect until KS StateBank has	be responsible to mak love-referenced loan. received written notifi	e such payment cation from any	deduction of payments upon notice to s, and all other payments that may be authorized signer of the account of its	
Obligor Name on Contract					
City of Norman, Oklahoma					
Norman Municipal Authority Signature		Printed Name and	Tielo		
oignized c					
T18 N.		Larry Heikkila, May	orand Change	PISOTI	
Tax ID Number		Date			
73-6005350 73-0770170					
,5 5.,61,6					

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 08-04-2023

BILL TO:

CITY OF NORMAN, OKLAHOMA AND NORMAN MUNICIPAL AUTHORITY ATTN: ACCOUNTS PAYABLE

201 WEST GRAY STREET NORMAN, OKLAHOMA 73069 REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 1608
MANHATTAN, KS 66505

FOR INQUIRIES: (877) 587-4054

NOTE: The address listed above is for payments only

ACCOUNT NUMBER	INVOICE NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3361832	61832-06-2023	At Closing	At Closing	\$71,692.90

DESCRIPTION		AMOUNT
GOVERNMENT OBLIGATION CONTRACT	PAYMENT AMOUNT:	\$71,692.90
DATED AS OF JUNE 15, 2023		8
ASSORTED FITHERS FOLLOWING		
ASSORTED FITNESS EQUIPMENT		
Additional interest will be assessed on any payment re	assiund after the due date	
Additional interest will be assessed on any payment in	eceived after the due date.	
	1	
		\$71,692.90
	in the second se	
		TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

- 1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
- 2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
- 3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
- 4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: http://www.irs.gov/app/picklist/list/formsInstructions.html, or contact your local IRS office.

Item 3.

(Rev. October 2021)

Department of the Treasury

For Paperwork Reduction Act Notice, see separate instructions.

Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC ► Go to www.irs.gov/F8038G for instructions and the latest information. OMB No. 1545-0047

Part I Reporting Authority Check box if Amended Return ▶ Issuer's name Issuer's employer identification number (EIN) Norman Municipal Authority 73-0770170 Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Telephone number of other person shown on 3a Number and street (or P.O. box if mail is not delivered to street address) Room/suite Report number (For IRS Use Only) 201 West Gray Street City, town, or post office, state, and ZIP code Date of issue Norman, Oklahoma 73069 06/15/2023 8 Name of issue CUSIP number **Government Obligation Contract** None 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Telephone number of officer or other employee shown on 10a Mr. Larry Heikkila, Mayor (405) 366-5402 Type of Issue (enter the issue price). See the instructions and attach schedule. 11 12 12 13 Transportation 13 14 Public safety 15 Environment (including sewage bonds) 15 16 16 17 Utilities 17 Other. Describe > Assorted Fitness Equipment 18 18 316,685 34 19 20 Part III Description of Bonds. Complete for the entire issue for which this form is being filed. (c) Stated redemption (a) Final maturity date (b) issue price (e) Yield price at maturity average maturity 21 06/15/2027 316,685.34 \$ vears 8.781 % Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) 22 Proceeds used for accrued interest 22 23 Issue price of entire issue (enter amount from line 21, column (b)) 23 316,685 34 Proceeds used for bond issuance costs (including underwriters' discount) 24 24 12.592 25 25 26 Proceeds allocated to reasonably required reserve or replacement fund 26 27 Proceeds used to refund prior tax-exempt bonds. Complete Part V. 28 Proceeds used to refund prior taxable bonds. Complete Part V. 29 12,592 86 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) 30 304.092 48 Part V Description of Refunded Bonds. Complete this part only for refunding bonds. Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded 31 years 32 Enter the remaining weighted average maturity of the taxable bonds to be refunded vears 33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Form 8038-G (Rev. 10-2021)

Cat. No. 63773S

Form 8	3038-G (Rev.	10-2021)				Pa
Par	t VI Misc	ellaneous				
35	Enter the	amount of the state volume cap a	allocated to the issue under section	I41(b)(5)		
36a			ed or to be invested in a guaranteed			
	(see instru	uctions)			36a	
b	Enter the	inal maturity date of the GIC► (I	MM/DD/YYYY)			
С	Enter the	name of the GIC provider >				
37	Pooled fin	ancings: Enter the amount of the	proceeds of this issue that are to be	used to make loans		
	to other go	overnmental units			37	
38a	If this issu	e is a loan made from the procee	eds of another tax-exempt issue, che	ck box ▶ 🔲 and enter t	he following inform	nation:
b	Enter the	date of the master pool bond ►(N	MM/DD/YYYY)		•	
С	Enter the I	EIN of the issuer of the master po	ool bond ►			
d	Enter the r	name of the issuer of the master	pool bond ▶			
39	If the issue	er has designated the issue unde	er section 265(b)(3)(B)(i)(III) (small is	suer exception), check box	(sarsusus	. w . s wa▶ 🔲
10	If the issue	er has elected to pay a penalty in	lieu of arbitrage rebate, check box .			
1a			here 🕨 🗌 and enter the following i			
b	Name of h	edge provider 🕨				
С	Type of he	dge ▶		-		
d	Term of he	edge ▶		-		
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13			ures to ensure that all nonqualified b			2 120 27 18
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b	Enter the o	late the official intent was adopte	ed ► (MM/DD/YYYY)			
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nd	ature sent	Under penalties of perjury, I declare and belief, they are true, correct, and process this return, to the person tha	that I have examined this return and acco d complete. I further declare that I consen at I have authorized above.	to the IRS's disclosure of the	issuer's return inforr	nation, as necessary to
		Signature of issuer's authorize	ed representative Date		leikkila, Mayorand r print name and title	
aid		Print/Type preparer's name H. Evan Howe	Preparer's signature HEvanHowe N. Evan How 2023,08,07 08:38:36	Date 08/04/2023	Check if	PTIN P01438994
ер	arer		-05'00'	00/04/2023	1	FU1436994

Firm's Name ► Baystone Financial LLC

Firm's Address ▶ 10601 Mission Road, Suite 200, Leawood, KS 66206

Use Only

(800) 752-3562 Form **8038-G** (Rev. 10-2021))

48-1223987

Firm's EIN ▶

Phone no.

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.



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 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.

BACKGROUND:

On October 13, 2015, Norman citizens passed the Norman Forward Initiative, which funds various projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward Initiative was a project to improve Reaves Park, resulting in all youth baseball and softball being played at Reaves. On March 21, 2017, the City Council approved Contract K-1617-113 with Halff Associates for \$704,500 for Professional Design Services for the Reaves Park Sports Complex Phase I. Flintco, L.L.C. (Flintco) was subsequently selected and hired to provide construction management at-risk (CMaR) services for the Reaves Park Renovation project. The park renovation work at Reaves Park included demolishing the old Park Maintenance facility in the park to make room for a new "quad" of ballfields, among several improvements made to the park. The budget for Reaves Park also included the funding necessary to construct a new Park Maintenance facility at the North Base complex. That work was completed via a separate contract with a different design firm. The design for the renovation of Reaves Park awarded to Halff Associates included all design work—including all construction documents and a fixed number of construction-phase site inspections, with Flintco acting as the Construction Manager, and the work was sent for bid in July 2021.

DISCUSSION:

Also included in the 2015 Norman Forward Initiative was a project to build new adult softball fields and youth football fields at a "Community Sports Park" on land that was to be purchased by the City. The Community Sports Park project was set up with a total budget of \$2.5 million, which was inadequate to deliver the stand-alone project initially envisioned for the adult softball and youth football programs. Additional funding was proposed in a General Obligation Bond issue considered on August 25, 2020, which was unsuccessful. As a result, the citizen Ad Hoc Groups for the Community Sports Park, Ruby Grant Park, and Reaves Park Complexes

determined that the adult softball improvements could be incorporated as part of the Reaves Park project, and the youth football improvements could be included as part of the Ruby Grant Park project. The Ruby Grant youth football design and construction work was awarded to separate firms. That work was funded from a portion of the Norman Forward Community Sports Park project allocation, and has been completed. The work to include adult softball activities at Reaves included the completion of additional design documents for additional west parking lot grading, drainage, and construction, along with additional work at the existing softball fields.

The Parks Department was also tasked during the construction of the Reaves Park renovation project with coordinating our design team from Halff with the design engineers for both the Jenkins Avenue widening and the Constitution Street multi-modal path construction projects, to modify our design and construction as needed to keep those projects on schedule and budget. Other unforeseen site conditions discovered during construction warranted additional design work from Halff, and the project scope and schedule were expanded due to these other factors being intertwined with the Reaves Park Renovation. On June 9, 2020, the City's contract with Halff was amended by an additional \$173,000 to provide additional professional landscape services. The contract was amended again on February 9, 2021, to increase the contract by an additional \$132,535 to provide additional professional and landscape and architectural services related to the Norman Forward Reaves Park Baseball Complex Project.

Now that the construction for this phase of Reaves Park is complete, Parks would also like to have Halff prepare a complete set of As-Built plans for the project that incorporates the multiple changes to the original design based on the additional park features, changes caused by adjacent public works and utility projects, and unknown field conditions that all had to be accommodated during the construction process. Halff has provided the attached detailed breakdown of all tasks and costs for their design services during this project. It was agreed to be supplied after construction and paid from the known project account balance for the NF Reaves Park and Community Sports Park projects built at Reaves Park.

On February 18, 2023, a final punch walk was done for the Reaves Park Improvement Project with the Owner, Architect, and Contractor. At that time, all final construction costs were confirmed for the project, including all instances where the project contingency was utilized to cover expenses associated with the project conditions and all weather delays encountered over the 17 months it took to perform the work. On June 13, 2023, the Council approved the final payment to FLINTCO for the Reaves Park Renovation Project Construction.

After that, we asked Halff to provide all final project costs for the additional design & engineering tasks up through construction completion, including the production of the aforementioned complete set of As-Built drawings.

RECOMMENDATION:

It is recommended that the NMA/City Council approve the Third Amendment to Contract 1617-113 with Halff Associates for the NORMAN FORWARD Reaves Park Renovation Project in the amount of \$91,750. Funding is available in the Norman Forward Community Sports Park Project, Design (account 51794442-46201; project NFB005).

AMENDMENT NO. 3 TO K-1617-113

This Amendment No. 3 to Contract No. K-1617-113 is made and entered into this	day of
is between the Norman Municipal Authority, a Public Trust havi	ng the
City of Norman as it's Beneficiary (hereinafter referred to as the "Authority") and Halff Associate	s, Inc.
(hereinafter referred to as the "Consultant").	

WITNESSETH:

WHEREAS, the parties entered into Contract No. K-1617-113 on March 28, 2017, a:

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT – REAVES PARK SPORTS COMPLEX

for the purpose of providing a variety of services outlined therein ("Consultant Services"); and

WHEREAS, the parties have agreed to the provision of additional services, as outlined and described in the attached, which are hereby fully incorporated by reference ("Attachments A and B":

ATTACHMENT A – ADDITIONAL LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING & DESIGN SERVICES FOR REAVES PARK SPORTS COMPLEX PHASE I REVISED;

And ATTACHMENT B - N/A.

ATTACHMENT C - N/A

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

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

For the original Contract:

Not to exceed \$704,500 for Consultant services

For Amendment No. 1:

Not to exceed \$172,000 for Design Consultant services

For Amendment No. 2:

Not to exceed \$132,535 for Design Consultant services

For Amendment No. 3:

Not to exceed \$91,750 for Design Consultant services

Total Amended Contract:

Not to exceed \$1,100,785 (an increase of \$91,750) for all services.

NOW, THEREFORE, the parties desire to amend Contract No. K-1617-113 as follows:

Add **Attachment A**, which set forth the applicable terms relating to the additional Consultant Services outlined described therein, as well as applicable costs.

All other terms of Contract No. K-1617-113 shall remain in full force and effect.

	TNESS WHEREOF, the AUTHORITY and o Contract No. K-1617-113.	the CONSULTANT have executed this Amendment
DATE	D this day of	, 2023.
NORM	IAN MUNICIPAL AUTHORITY	
("Auth	iority")	
By:	Chair, Mayor Larry Heikkila	=
ATTE	ST:	
Ву:	Secretary, Brenda Hall, City Clerk	=
Approv	ved as to form and legality this <u>\$</u> day of	Sontenser, 2023.
		Derbole
		Office of the City Attorney
HALF	F ASSOCIATES, INC.	
("Cons	sultant")	
By:	Solytony	
Name:	Sally Horsey, PLA	
Title:	PLA Team Leader	
ATTES	ST:	
Ву:	0/800	

Title: Vice President, Operations Manager, OKC



June 29, 2023

Mr. Briggs Parks and Recreation 201-C West Gray Norman, OK 73070

RE: Contract Amendment No. 3: Reaves Park Phase I
Additional Document Revisions, Bidding and Construction Administration (32378.003)

Dear Mr. Briggs,

Halff Associates, Inc. is committed to serving the City of Norman to deliver a premier sports complex for the citizens of Norman. We are at an exciting stage in the process now with many of the Site's features nearing completion.

Since the onset of construction, there has been a significant amount of effort expended in response to City and Project requirements. To keep the project moving forward Halff has responded with urgency to coordinate with City Staff, the City's Program Manager, and the Contractor. This effort is beyond the established, contractual Scope of Work and caused the Construction Administration budget to be exhausted early in construction phase.

Halff is requesting Contract Amendment No. 3 to be compensated for efforts already completed. We submit the following Additional Scope of Work and fee proposal for the additional Design, Bidding and Construction Administration services at Reaves Park Sports Complex for your consideration.

We propose the following Additional Services as described in the Scope of Services (Attachment A). We appreciate your consideration of this amendment. Please feel free to contact me at 405-493-0344 or at ihazzard@halff.com if you have any questions or comments regarding the proposal.

Sincerely,

HALFF

James Hazzard, PLA Project Manager Oklahoma City, OK

Cc: Jason Olsen (City of Norman), Randy Hill (ADG)

1111 N. Lee Ave., Suite 400, Oklahoma City, OK 73103 | halff.com



ATTACHMENT A

ADDITIONAL LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING, & DESIGN SERVICES FOR REAVES PARK COMPLEX – PHASE ONE

PURPOSE

Halff Associates (CONSULTANT) shall provide Design services to revise Final Construction Documents including Civil Engineering, Landscape Architecture for Reaves Park Sports Complex Phase I (PROJECT), for the City of Norman (CLIENT), as an <u>amendment to Contract# K-1617-113</u> executed March 21st, 2017. The PROJECT is approximately 45 acres within the 78-acre park. Based on the master plan and construction documents previously completed with an approximate \$8 million construction budget. Revised Phase I improvements completed for this Additional Scope of Work include:

- Additional external project coordination as required by Norman Public Works
- Additional required plan revisions from Norman Public Works review during construction
- Additional required plan revisions from Norman Permit review during construction
- Plan revisions caused by unforeseen site conditions
- Additional RFIs, material submittals, substitution requests
- Project construction timeline extension resulting in additional coordination and progress meetings
- Completed Construction administration tasks and effort reallocated from City's Program Manager

NOTE: The list of general program elements is not all-inclusive.



AMENDMENT NO. 3

SCOPE OF WORK

TASK 1 – REVISIONS TO CONSTRUCTION DOCUMENTS

Factors contributing to additional revised construction documents and bidding assistance not included in the original Scope of Work include:

Revisions to Construction Documents

- Design revisions and coordination meetings based on Norman Engineering Department review and comment after final plans submitted.
- City permit review & response received during construction
- Public Works review & response during construction
- Public Works external project coordination
- Jenkins Ave. drainage tie-in, phasing, and redesign coordination with City's External Consultant. External project design began after final plan delivery to City.
- Waterline replacement as-built coordination
- Sidewalk realignment in coordination with the proposed Constitution multipurpose trail
- Waterline extension design and fire hydrant tie in from waterline replacement
- "Lot 1" unknown conditions redesign
- Unforeseen sanitary sewer existing conditions
- RCB redesign at Park Road crossing
- Unforeseen disposal well location
- Unforeseen site constraints requiring in-depth earthwork review and calculation

TASK 2 – ADDITIONAL BIDDING ASSISTANCE SERVICES

Factors contributing to additional bidding assistance services not included in the original Scope of Work include:

Bidding Assistance Services

 Multiple rebid packages, additional bid tab reviews, questions & answers, and substitution request reviews



TASK 3 – ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES

Factors contributing to additional construction administration services not included in the original Scope of Work include:

Construction Administration Services

- Additional review and coordination of RFI's, submittals, and ASI's required to document and communicate to the Contractor changes and issues related to unknown conditions, required plans revisions at the direction of City Staff.
- Additional time for construction administration through project completion as determined by the Contractor through December 2022.
- Additional Site visits and meetings due to an extension of the construction contract beyond the original completion schedule date.

TASK 4 – ADDITIONAL AS-BUILT PLAN SERVICES

As-Built plan services are not included in the original contract or prior amendments. As-Built Plans will be prepared by HALFF at the request of the CITY. The As-Built plans will be prepared based on contractor provided red-lined plans and a final review of all approved field changes, change orders, ASI and RFI that may have changed the final construction of the project. Halff will provide the as-built plans in electronic PDF format on a flash drive and deliver it to the City of Norman.

PROJECT SCHEDULE

CONSULTANT has already performed the effort for Tasks 1, 2 and 3 of this proposed Contract Amendment No. 3. Construction of the project is completed, concluding with the ribbon cutting ceremony on March 25, 2023. The only remaining effort to perform is for Task 4. The project schedule shall be extended to 30 days after approval of this amendment.

BASIS OF COMPENSATION

A. Basic Fee Services:

The basis of compensation for Basic Fee services shall be as follows:

AMENDMENT NO. 3	FEE REQUESTED
Task 1 – Revisions to Construction Documents	\$46,500
Task 2 – Additional Bidding Assistance Services	\$3,000
Task 3 – Additional Construction Administration Services	\$32,250
Task 4 – Addition of As-Built Plan Services	\$8,000
Direct Cost – AMENDMENT NO. 3	\$2,000
TOTAL AMENDMENT NO. 3 (Tasks 1, 2, 3, 4, & Direct Costs):	\$91,750





B. Billing Schedule:

The estimated fees and direct costs established above shall be considered a lump sum fee and invoiced monthly based on percentage of services completed. Work that has already been completed will be invoiced upon approval of this amendment.

Direct Costs shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals. All project related expenses will be billed at cost plus 10%.

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FIVE TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$333,876 FOR A REVISED CONTRACT AMOUNT OF \$42,011,304 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/22/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION.

AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FIVE TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$333,876 FOR A REVISED CONTRACT AMOUNT OF \$42,011,304 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE

CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

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 NMA/City Council approved Contract K-2021-97 with GE Johnson Construction Company to provide construction management at-risk (CMaR) services for the YFAC project. The initial contract amount of \$85,000 was approved to provide pre-construction services, which included plan review, design assistance, bidding services, and value engineering.

On September 14, 2021, NMA/City Council approved Amendment / Guaranteed Maximum Price (GMP) #1, which included earthwork, site clearing, and mass excavation; 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 \$3,404,474 (making a then-cumulative total for Contract K-2021-97 of \$3,489,474).

On November 30, 2021, NMA/Council approved Amendment / GMP #2, which included building concrete, steel/joist/deck fabrication & erection, swimming pools, concrete/asphalt exterior paving, site utilities, and construction contingency, bonding/insurance and CMaR fees. The total for GMP #2 was \$12,875,632 (making a then-cumulative total for Contract K-2021-97 of \$16,365,106).

On February 22, 2022, NMA/Council approved / Amendment / GMP #3, which included bids for masonry, millwork, metal panels, roofing, windows, painting, flooring, elevators, plumbing/HVAC/mechanical, electrical, landscaping, and various other aspects of upward construction. The total for GMP #3 was \$22,659,079 (making the then-cumulative total for Contract K-2021-97 of \$39,024,185).

On June 6, 2022, NMA/Council approved / Amendment / GMP #4, which included bids for miscellaneous steel, specialty doors, hanger doors, project signage, saunas, a "Change Order" for civil and utility work due to an error in the design of the project's stormwater system and various other aspects of upward construction. The total for GMP #4 was \$2,653,243 (making the then-cumulative total for Contract K-2021-97 of \$41,677,428).

Amendment / GMP #5 is for two change orders that added scope to the YFAC project. The first change order is PR-45 for the Video Board (\$205,930), which will be large LED boards placed in the gym and aquatics area. The video board change includes electrical upgrades and steel to support the weight of the video boards. The second change order is PR-47 for building signage (\$102,821). The signage for the building includes signage near the roundabout on Trae Young Drive and building signage on front of the building.

The total amount for GMP / Amendment #5 is \$308,751 including indirect costs and fees of \$25,125, making the current cumulative total for Contract K-2021-97 is \$42,011,304. This is anticipated to be the project's fifth and final Amendment/GMP.

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

There are adequate funds available for this contract in the Indoor Sports Facility YFAC Project, Construction (Account 51790601-46101; Project NFP110).

RECOMMENDATION:

It is recommended that the City Council, acting as the Norman Municipal Authority, approve Amendment #5 to CMaR Contract K-2021-97 with GE Johnson Construction Company in the amount of \$279,469 for a total contract of \$42,011,304 for the Young Family Athletic Center project for the Parks and Recreation Department.

AMENDMENT NO. 5 TO CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY

THIS AMENDMENT NO. 5 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Fourth Amendment") is made as of <u>July 31, 2023</u>, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and GE Johnson Construction Company, Inc. a Colorado corporation (the "Construction Manager").

RECITALS:

- A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2021-97), dated February 9, 2021, (the "Agreement"), for construction management services for the Multi-Sport and Aquatic Center Project, now the Young Family Athletic Center ("YFAC") project including plan review, design assistance, bidding services, and value engineering
- B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.
- C. The Construction Manager submitted the first of five anticipated GMP Proposals to the City Council on September 14, 2021. GMP No. 1 was approved for a total contract amount of \$3,404,474.00 (derived from the total cost of work for the Construction Phase of \$3,254,119 + the Indirect Cost and Fee of \$150,355.00). The Construction Manager also submitted the second of four GMP Proposals to the City Council on November 30, 2021. GMP No. 2 was approved for an added contract amount of \$12,875,632.00 (derived from the total cost of work for the Construction Phase of \$12,306,993.00 + the Indirect Cost and Fee of \$568,639.00). GMP No. 3 was approved for an added contract amount of \$22,659,079.00 (derived from the total cost of work for the Construction Phase of \$21,658,364.00 + the Indirect Cost and Fee of \$1,000,715.00). GMP No. 4 was approved for an added contract amount of \$2,653,243.00 (derived from the total cost of work for the Construction Phase of \$2,513,814.00 + the Indirect Cost and Fee of \$139,430.00). GMP No. 5 was approved for an added contract amount of \$279,469.00 (derived from the total cost of work for the Construction Phase of \$267,316.00 + the Indirect Cost and Fee of \$12,153.00). The total amount of all amendments combined represent the total contract amount of \$41,956,897.00. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributable to the YFAC Project.
- D. The Construction Manager now submits the fifth of five anticipated GMP Proposals based on bids received and potential changes.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, NMA and the Construction Manager hereby agree as follows:

- 1. Fifth GMP Amendment Established. The Construction Manager's fifth guaranteed maximum price amendment for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be \$279,469.00 (derived from the total cost of work for the Construction Phase of \$267,316.00 + the Indirect Cost and Fee of \$12,153.00.) Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the YFAC 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. <u>Basis for GMP.</u> Refer to COR No. 007/GMP Amendment #5 Summary and Breakdown sheet.
- B. <u>Contract Document Log.</u> Refer to **Exhibit \underline{A}** 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 \underline{A} and incorporated herein by reference.
- C. <u>Allowances.</u> Refer to **Exhibit \underline{B}** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit \underline{B} and incorporated herein by reference.
- D. <u>Assumptions.</u> Refer to **Exhibit \underline{C}** 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 \underline{C} and incorporated herein by reference.
- E. Proposed Estimated Costs for GMP Amendment #5. Refer to Exhibit $\underline{\mathbf{D}}$ for the proposed breakdown of the estimated costs for GMP #5. This includes the estimated costs, by Proposal Request, including General Conditions, other items and Fee that comprise the total estimated costs for GMP Amendment #5 and is attached hereto as Exhibit $\underline{\mathbf{D}}$ and incorporated herein by reference.
- F. <u>Substantial Completion</u>. Refer to **Exhibit E** 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 E and incorporated herein by reference.
- G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit** $\underline{\mathbf{F}}$.

Amendment No. 5 to K-2021-97 GMP Amendment 5 to CMaR

- 2. <u>Effect of Amendment.</u> 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. <u>Non-Default.</u> By executing this Fifth Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this Fifth 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 Fifth Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK] [SIGNATURE ON FOLLOWING PAGES]

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

CONSTRUCTION MANAGER (GE JOHNSON CONSTRUCTION COMPANY, INC)

By:	
Name: Randy N. Nance	
Title: General Manager	
Date: 04/28/2023	
ATTEST: By Jennifer Soars	
Subscribed and sworn to me this 28th day of July, 2023	3
Commission Number: 23004590 Expiration Date: 4/3/27	

Amendment No. 5 to K-2021-97 GMP Amendment 5 to CMaR

NORMAN MUNICIPAL AUTHORITY

Reviewed a	and approved for form and legality	this day of	, 2023.
	_	Office of the General C	ounsel
Approved b	y Norman Municipal Authority on	this day of	, 2023
Ву:			
	Larry Heikkila, Chairperson		
ATTEST:			
Ву:	A CONTRACTOR OF THE PARTY OF TH		
	Brenda Hall, Secretary		

25 North Cascade Avenue, Suite 400 Colorado Springs, CO 80903 719.473.5321 V 719.473.5324 F www.gejohnson.com



July 27, 2023

Jason Olsen Norman Municipal Authority 201 West Gray Street Norman, OK 73069

NORMAN FORWARD INDOOR AQUATICS AND MULTI-SPORT FACILITY - JOB NO. OK1081 RE:

NORMAN, OKLAHOMA

CHANGE ORDER REQUEST NO. 007

Dear Jason:

We have enclosed pricing information for **GMP Amendment #5.**

The total cost for this revision is \$279,469.00. A summary list along with all back-up documentation to substantiate our cost proposal is included for your review.

Item			
Number	Description	Proposed Amount	Company
001	PR-45 Video Board	\$205,930.00	
002	PR-43r1 Dumpster Enclosure	\$61,386.00	
Level 1	1% Contractor's Insurance	\$2,673.00	
Level 2	.15% Builder's Risk Insurance	\$405.00	
Level 3	.59% Performance and Payment Bond	\$1,595.00	
Level 4	2.75% CM/GC Fee	\$7,480.00	

Total Cost Change Amount:	\$279,469.00
	, , ,

Please advise us no later than **8/10/2023**, if we are to proceed with the revisions outlined in our cost proposal. After this date, our cost proposal will be considered void. Please sign below authorizing us to proceed with this Contract Change.

Should you have any questions, please feel free to contact this office.

Sincerely,	APPROVED
G. E. JOHNSON CONSTRUCTION COMPANY, INC.	
Tarl &	Signature
Matt Richardson Project Manager	Date

Attachments

/FSB Architects cc:

Dave Pastier/GE Johnson Construction Company



GMP AMENDMENT NO. 5 EXHIBIT A



Proposal Request Transmittal

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

PROJECT Norman PRD - Multi-Sport & DATE SENT 4/7/2023

Aquatics

FSB2018-069-01

SUBJECT DUMPSTER REVISIONS PROPOSAL REQUEST PR-043 R1

ID

TYPE Proposal Request TRANSMITTAL ID 02130

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.co m	
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
Joshua Young		youngj@gejohnson.com	
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	

Proposal Request Transmittal DATE: 4/7/2023

4/7/2023 02130

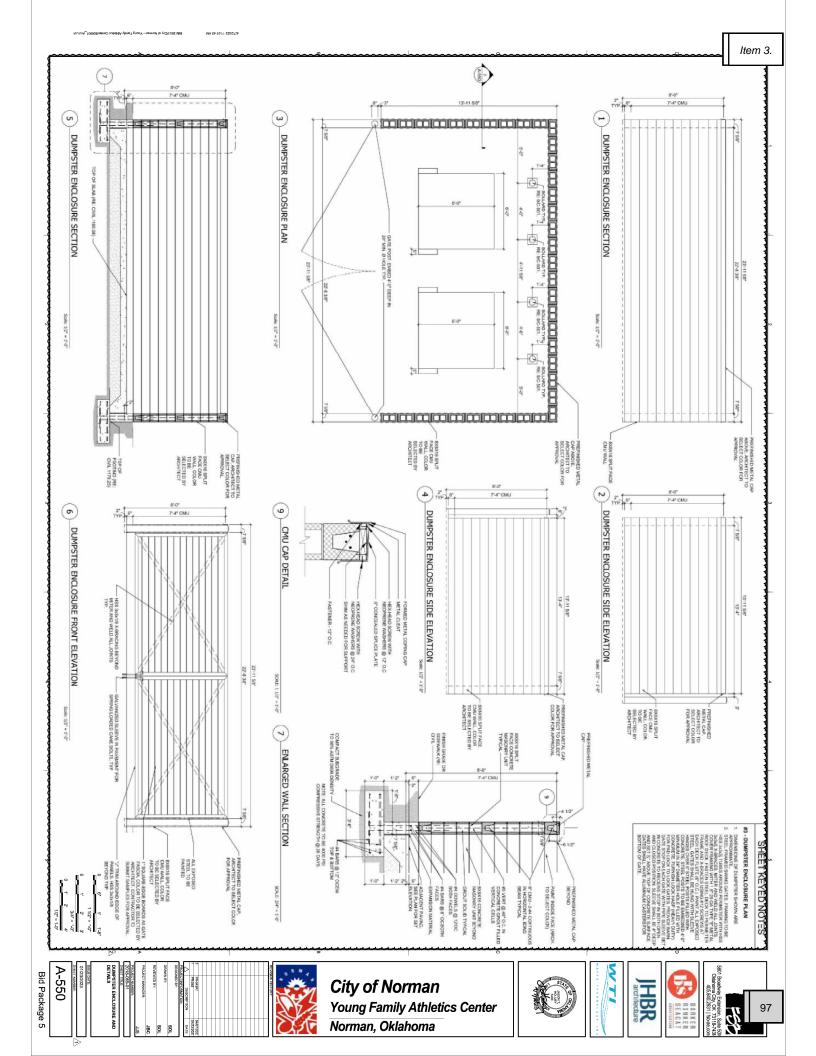
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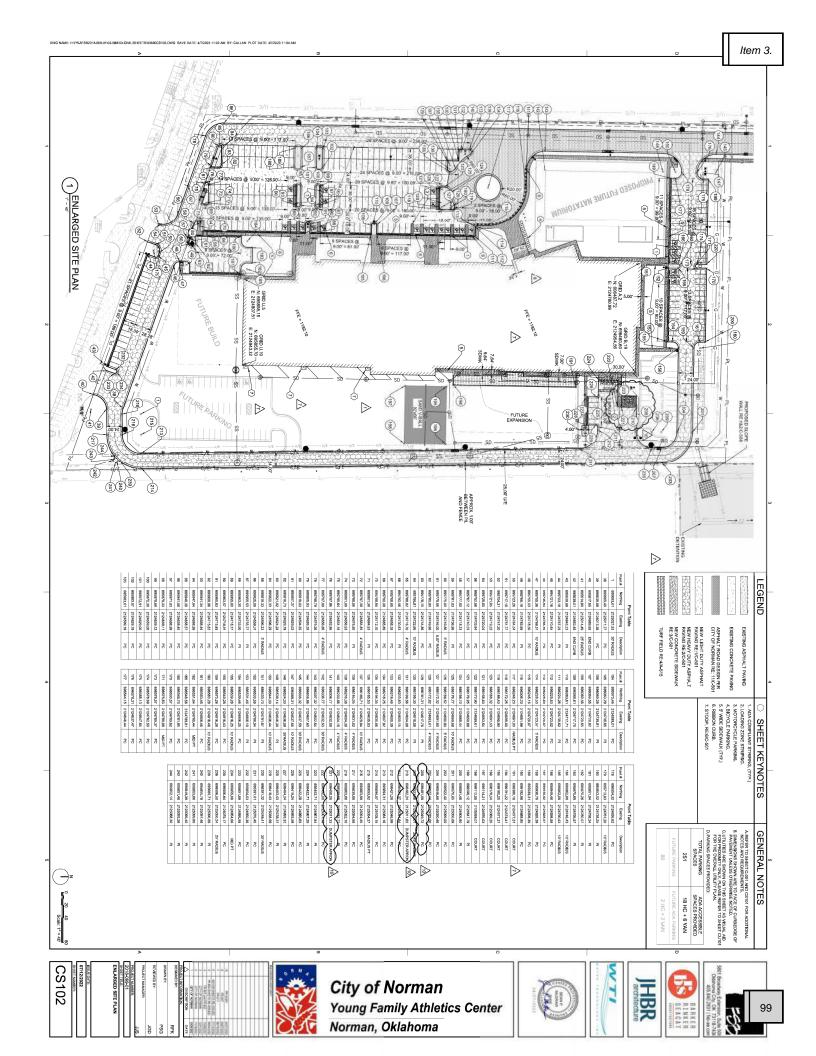
NAME	COMPANY	EMAIL	PHONE
Meg Paus	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	mpaus@fsb-ae.com	(405) 842- 9556 265
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842- 9556 147
Tim Mathews	GE Johnson Construction Company United States	mathewst@gejohnson.co m	
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	4/7/2023	PR-043R1.pdf				
1	4/7/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-043-R1 Combined Drawings.pdf				









Proposal Request Transmittal

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

PROJECT Norman PRD - Multi-Sport & DATE SENT 1/24/2023

Aquatics

FSB2018-069-01

SUBJECT DUMPSTER ENCLOSURE PROPOSAL REQUEST PR-043

ID

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.co m	
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	SB 801 Broadway xtension, Suite 00	
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson GE Johnson Construction Company United States		richardsonm@gejohnson. com	

Proposal Request Transmittal DATE: 1/24/2023

ID:

1/24/2023 01882

		15.	01002
NAME	COMPANY	EMAIL	PHONE
	FSB		

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.

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	1	1/24/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-043 COMBINED DRAWINGS.pdf				

SHEET INDEX - MASTER

INDEX - MASTER

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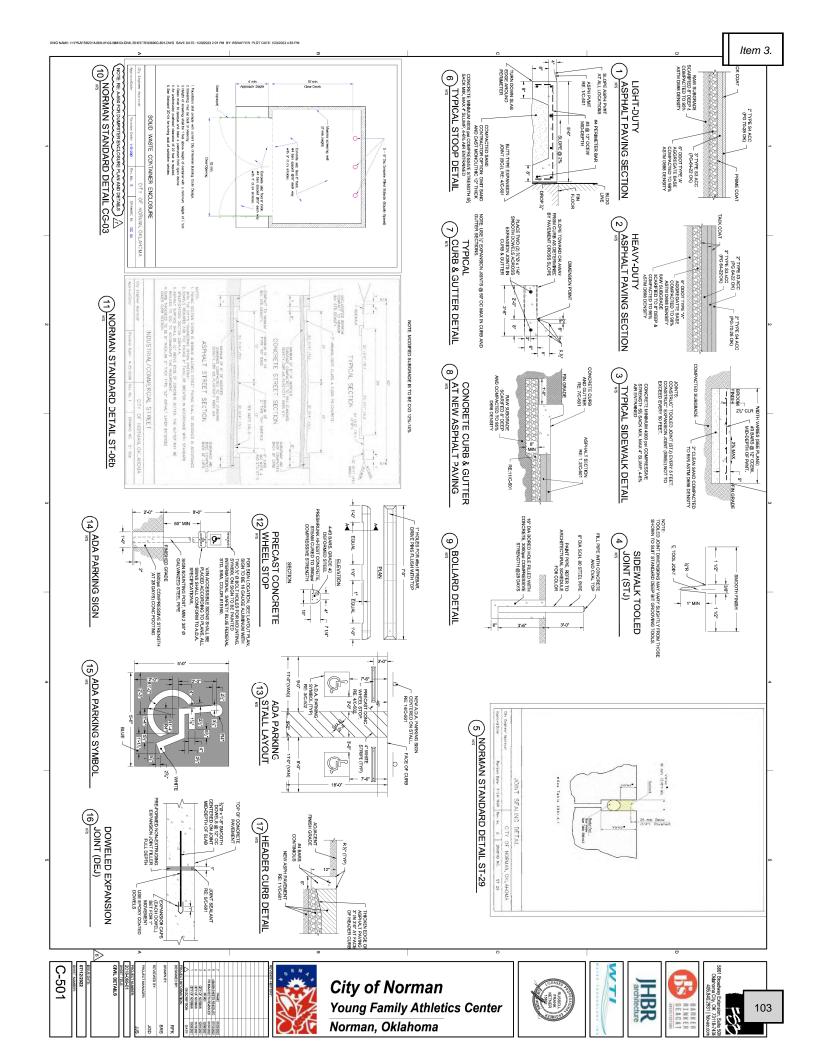
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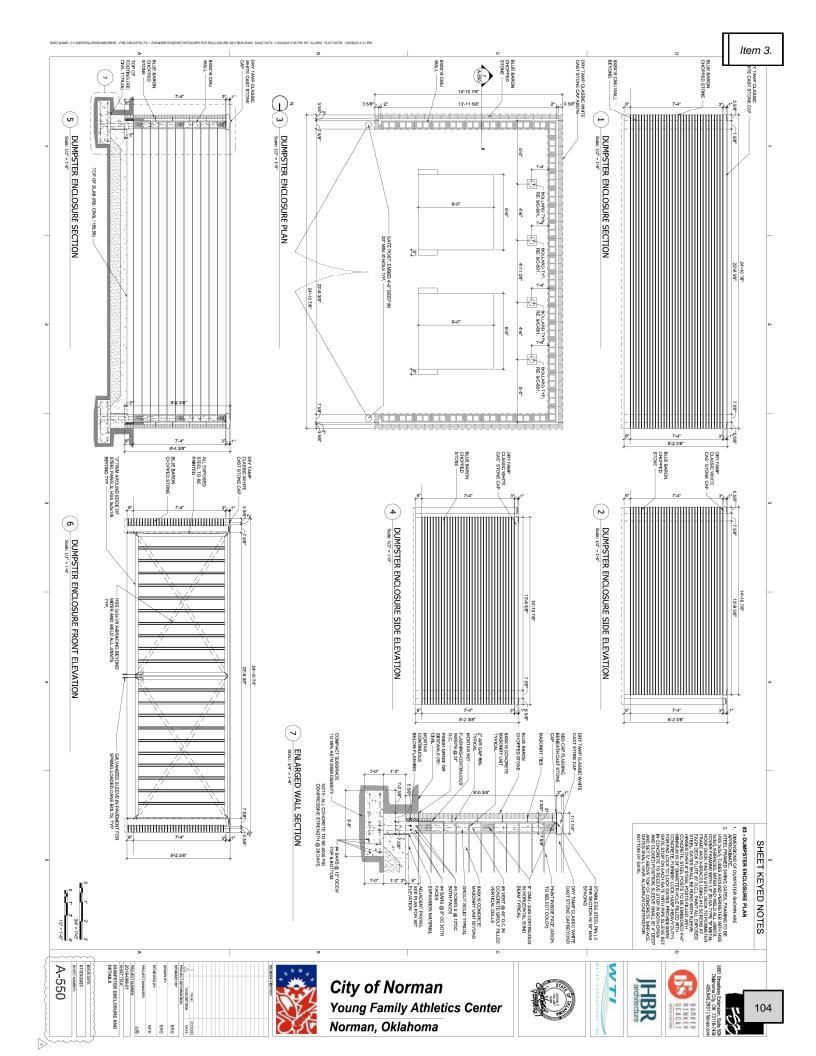
City of Norman Young Family Athletics Center Norman, Oklahoma





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ELECTRICUL GROUND FLOOR LIGHTNO PLAN - SECTOR 7
ELECTRICUL LIGHTNG CONTROLS ONS-LINE DIAGRAMS - PART 17 SHEET INDEX - MASTER









Proposal Request Transmittal

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

PROJECT Norman PRD - Multi-Sport & DATE SENT 5/12/2023

Aquatics

FSB2018-069-01

SUBJECT VIDEO BOARD PROPOSAL REQUEST PR-042 R2

ID

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.co m	
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	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 DATE: 5/12/2023

ID:

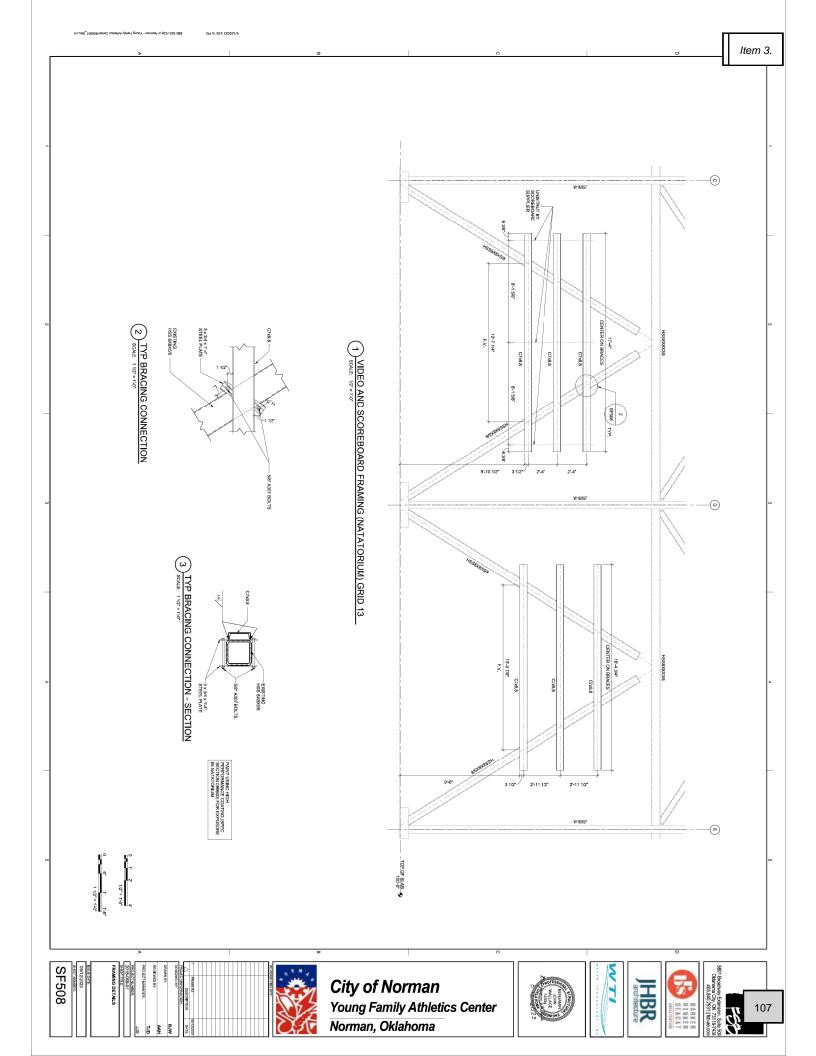
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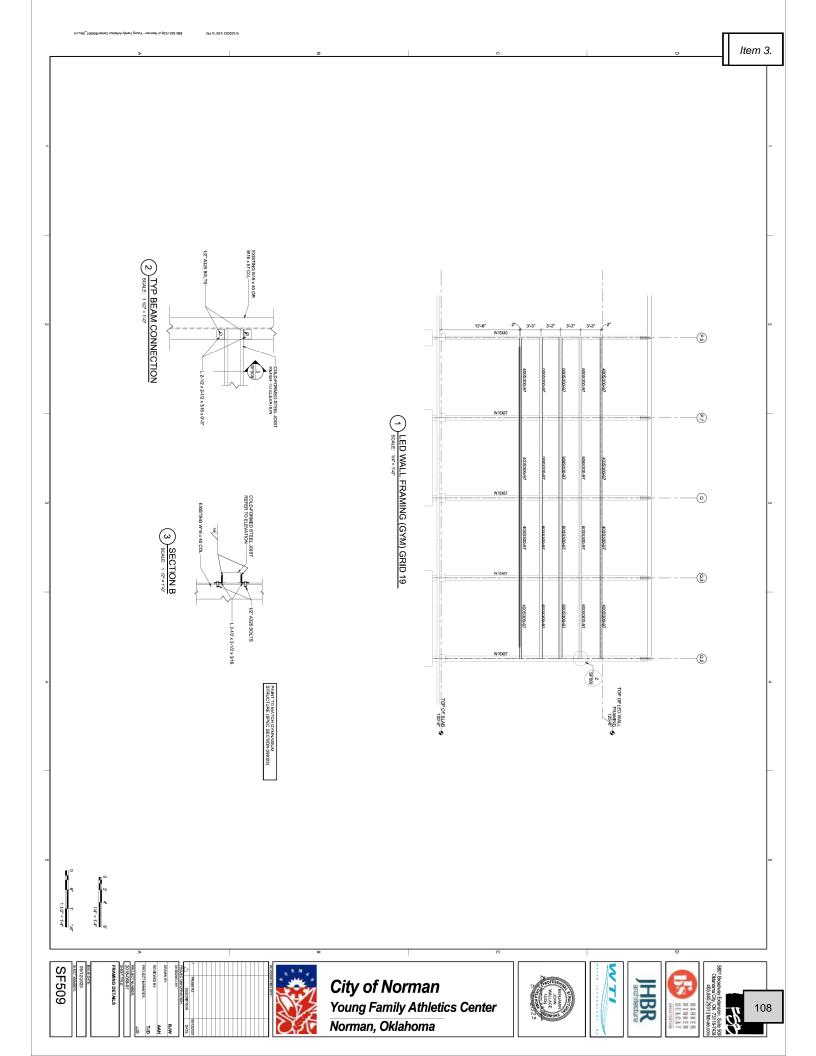
NAME	COMPANY	EMAIL	PHONE
	5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States		9556 265
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842- 9556 147
Siddant Jain	GE Johnson Construction Company United States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

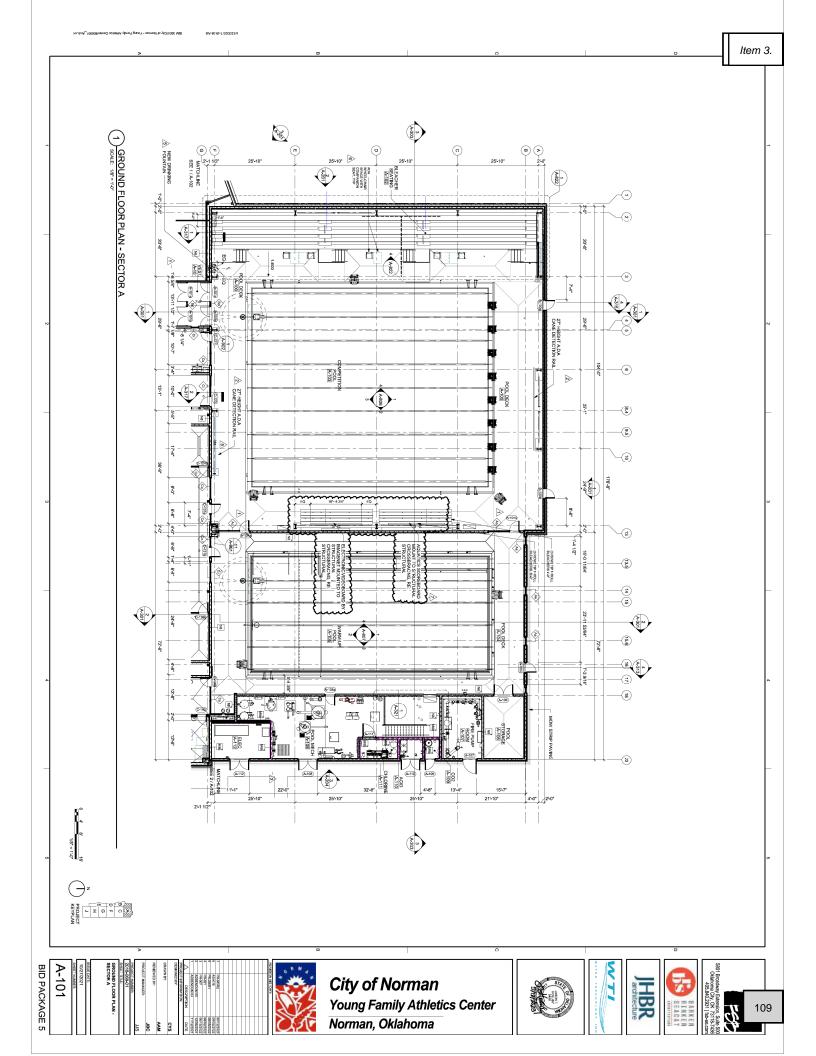
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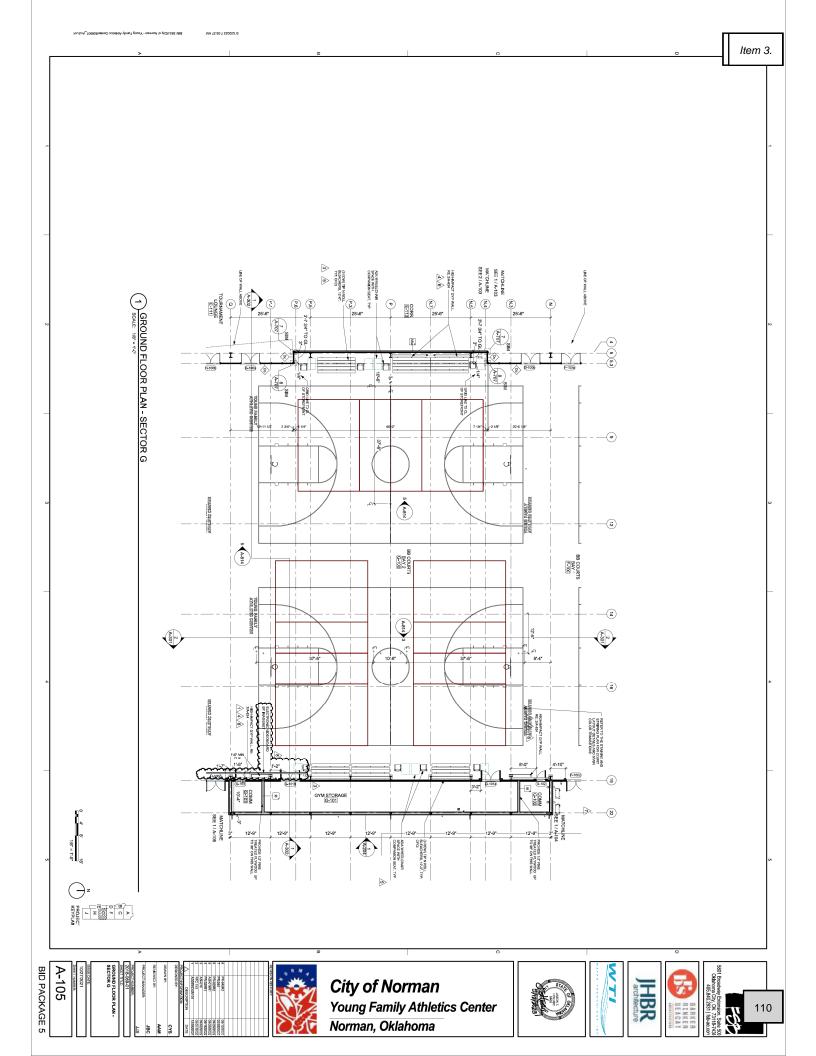
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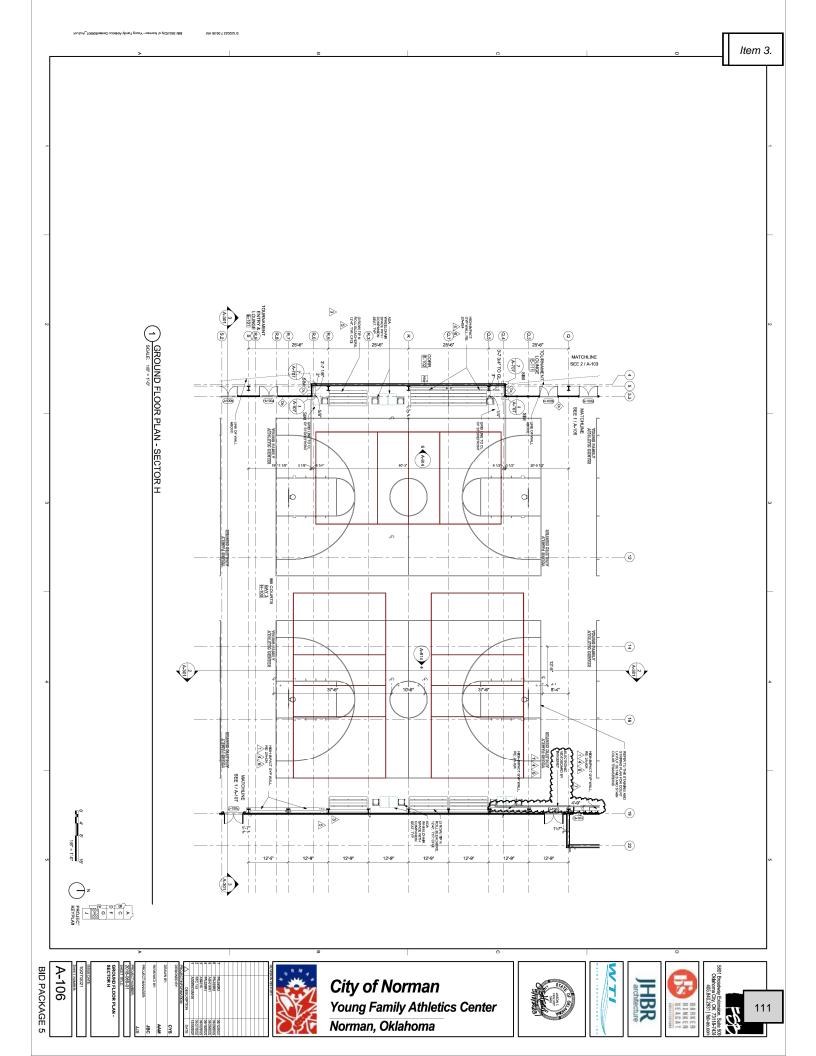
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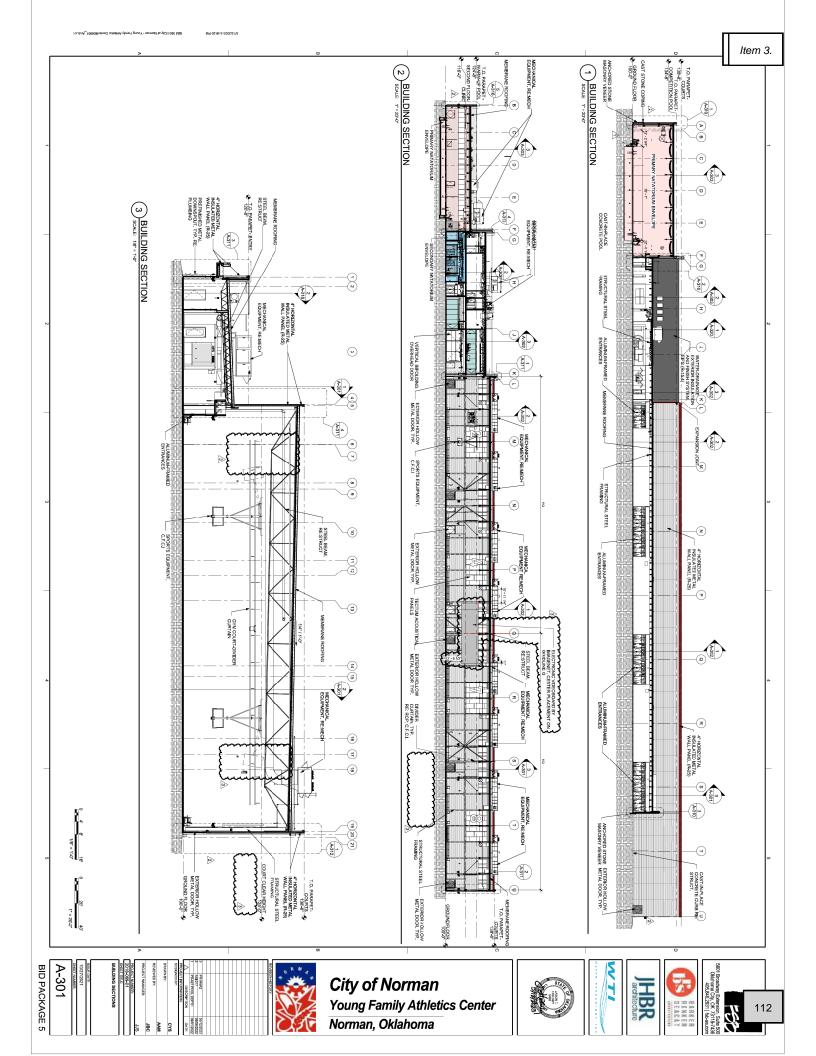


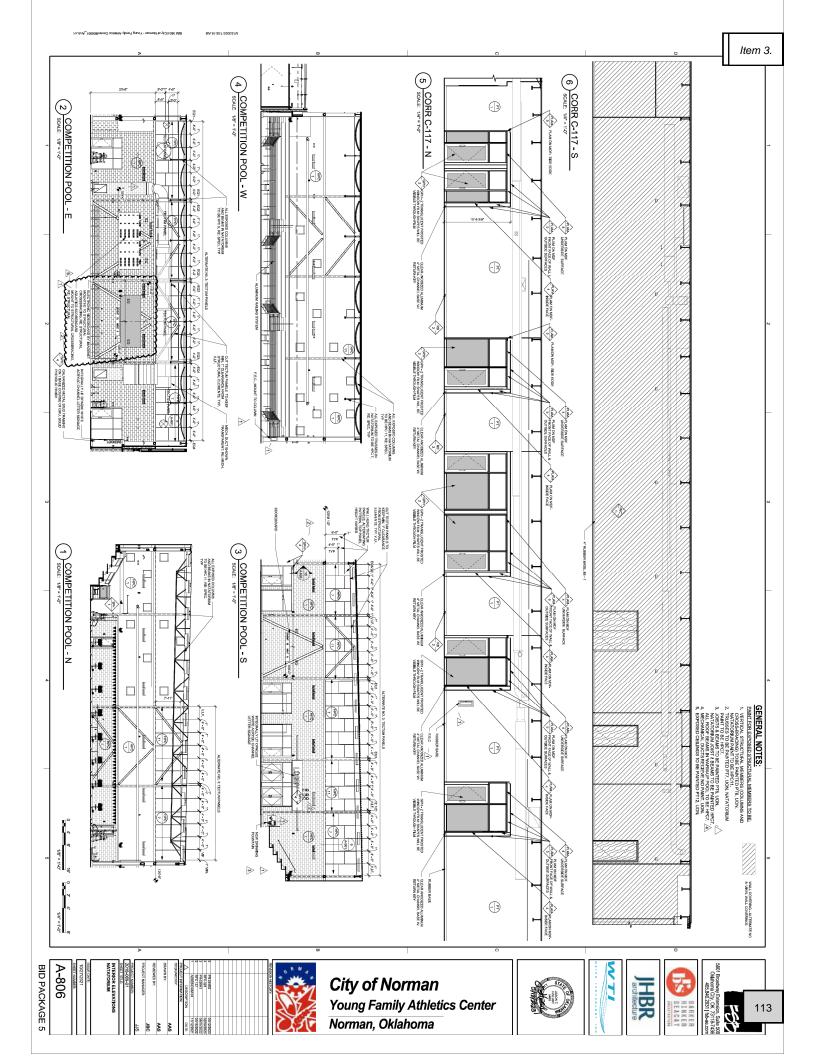


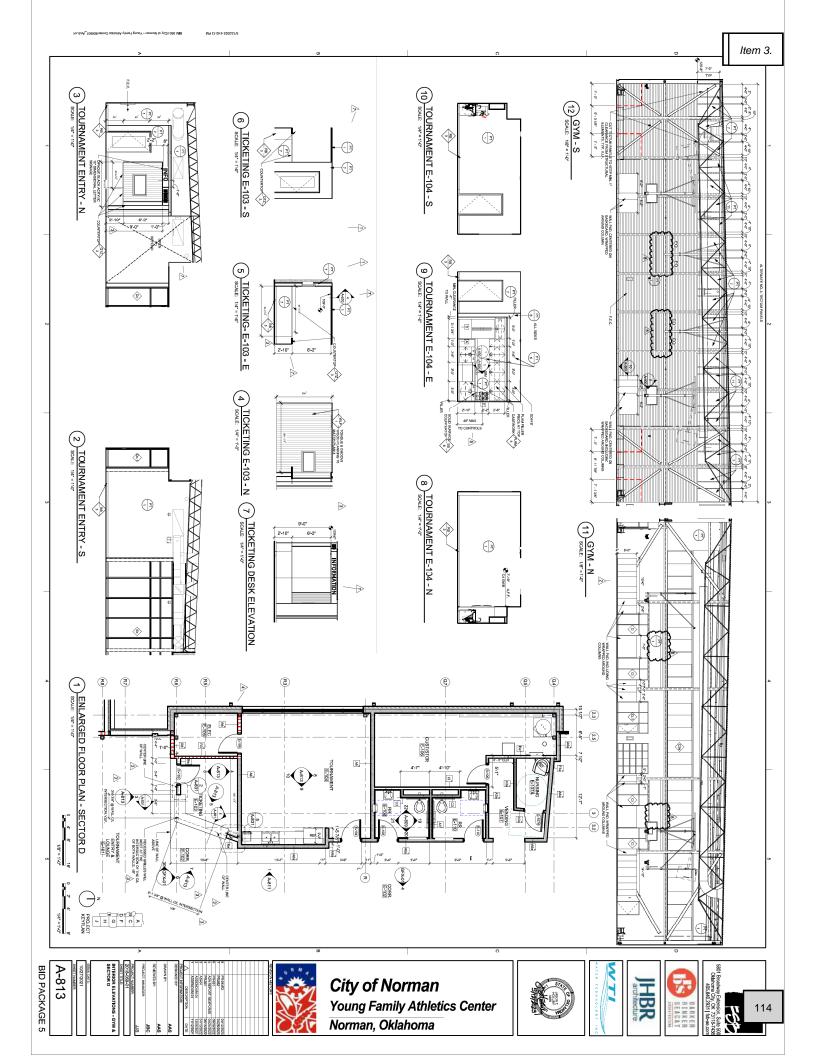


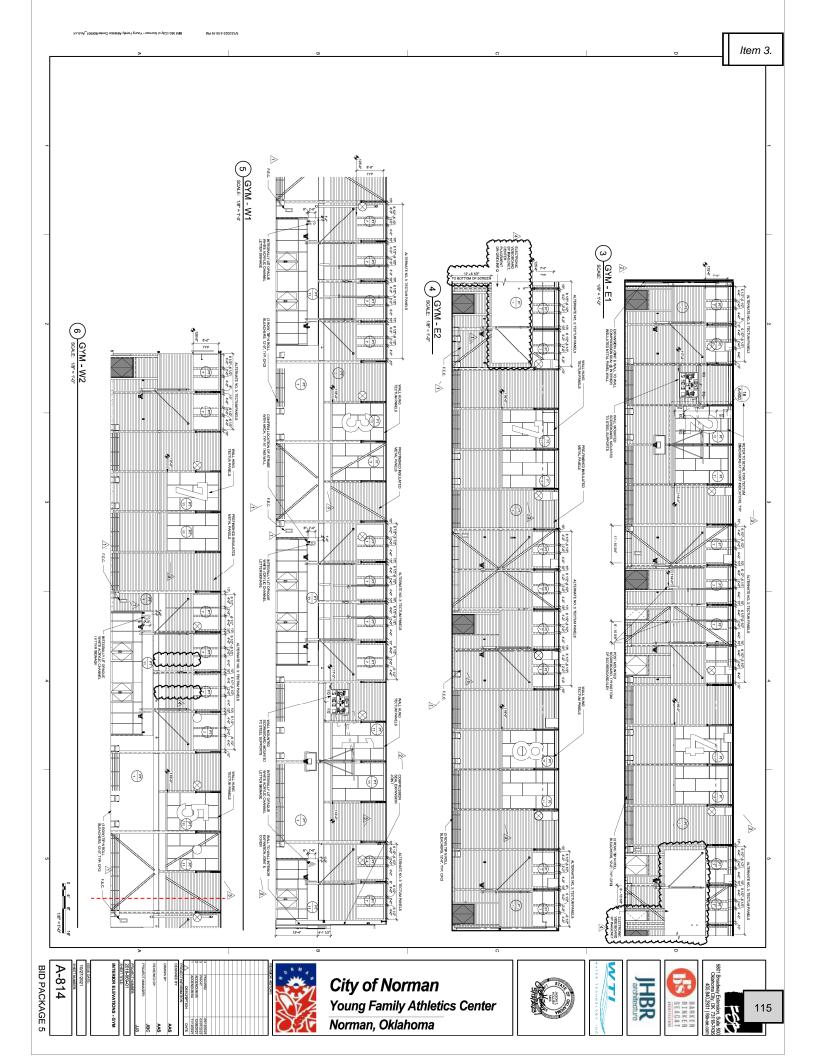


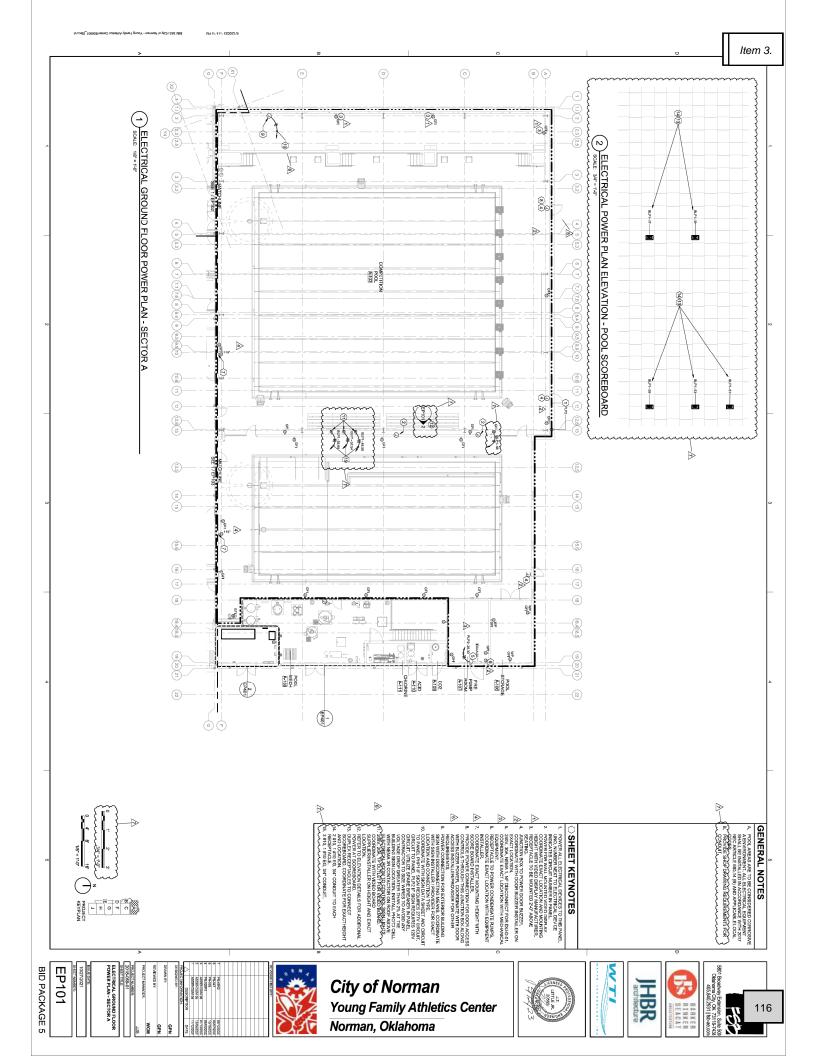


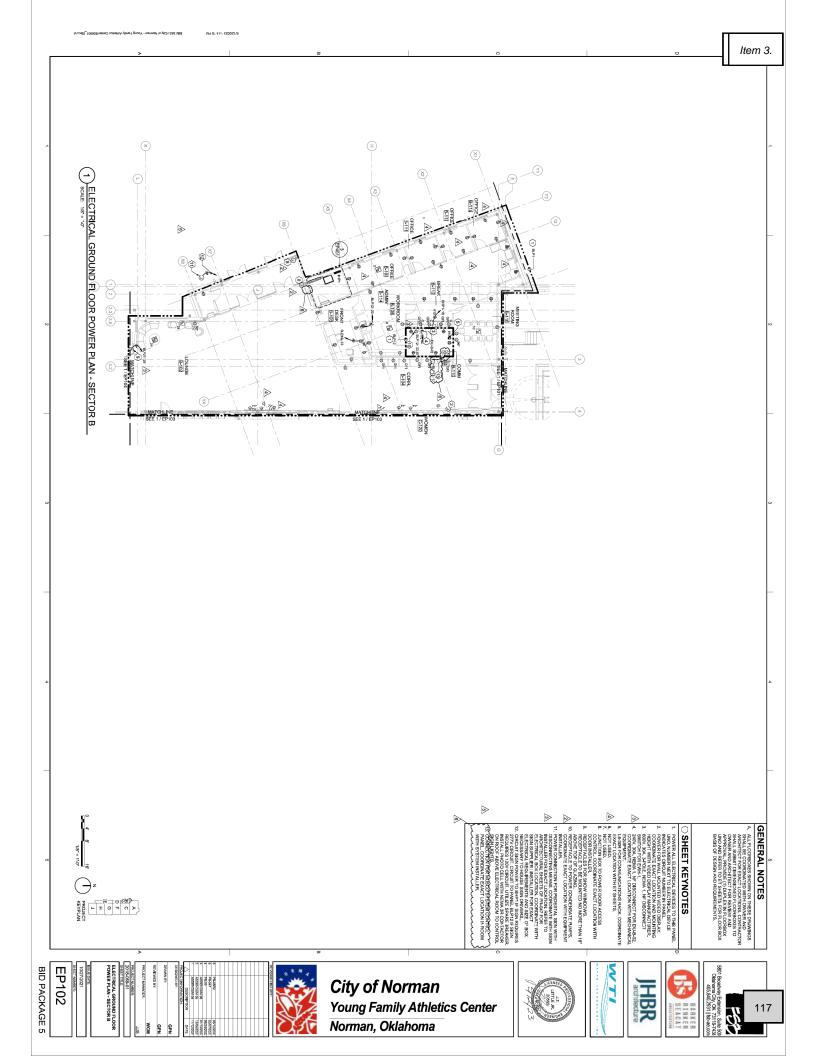


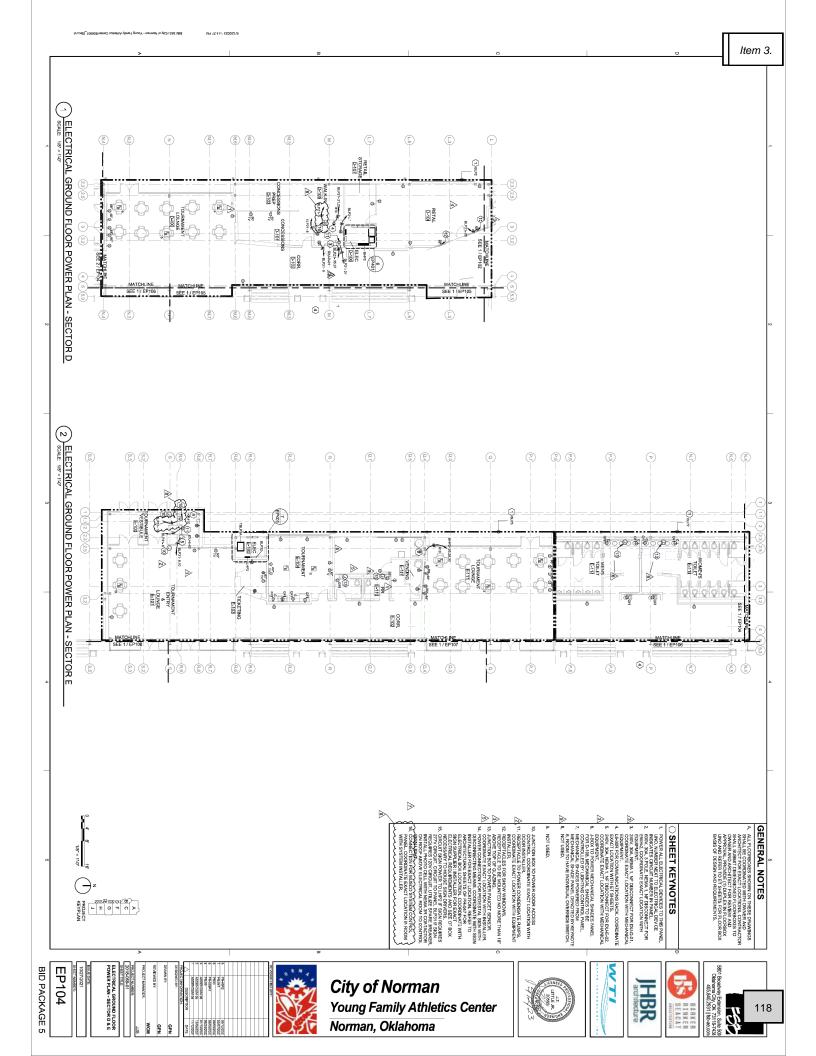


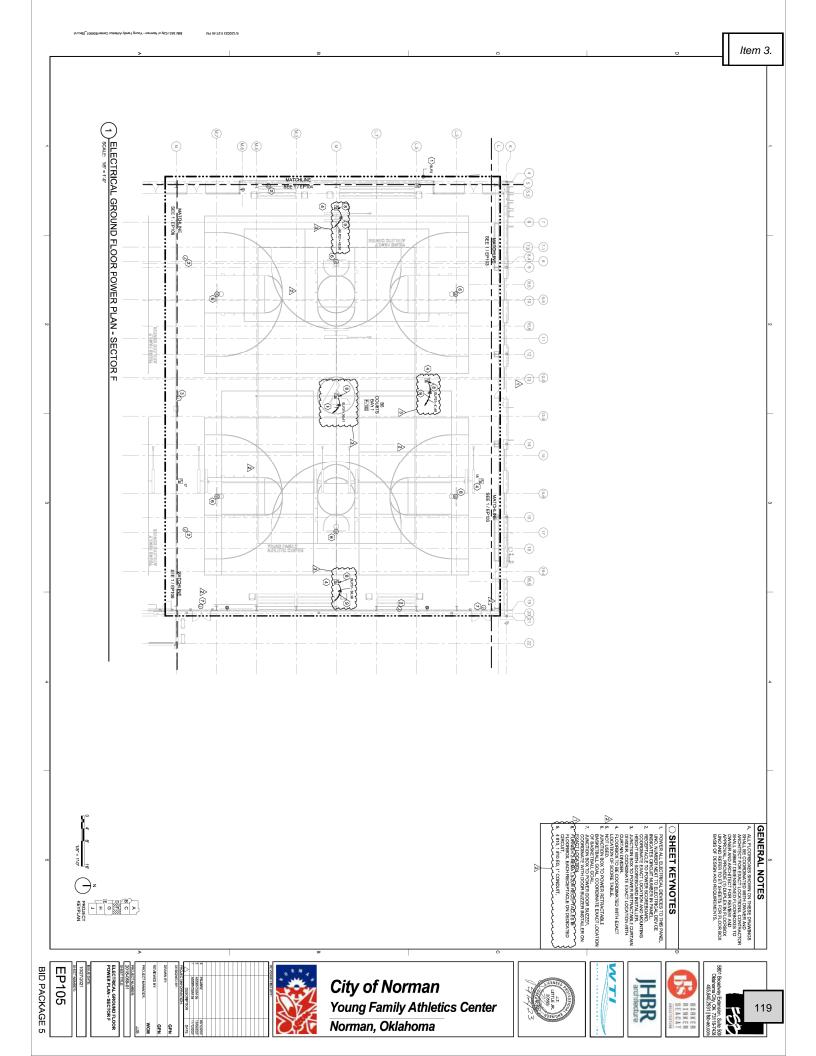


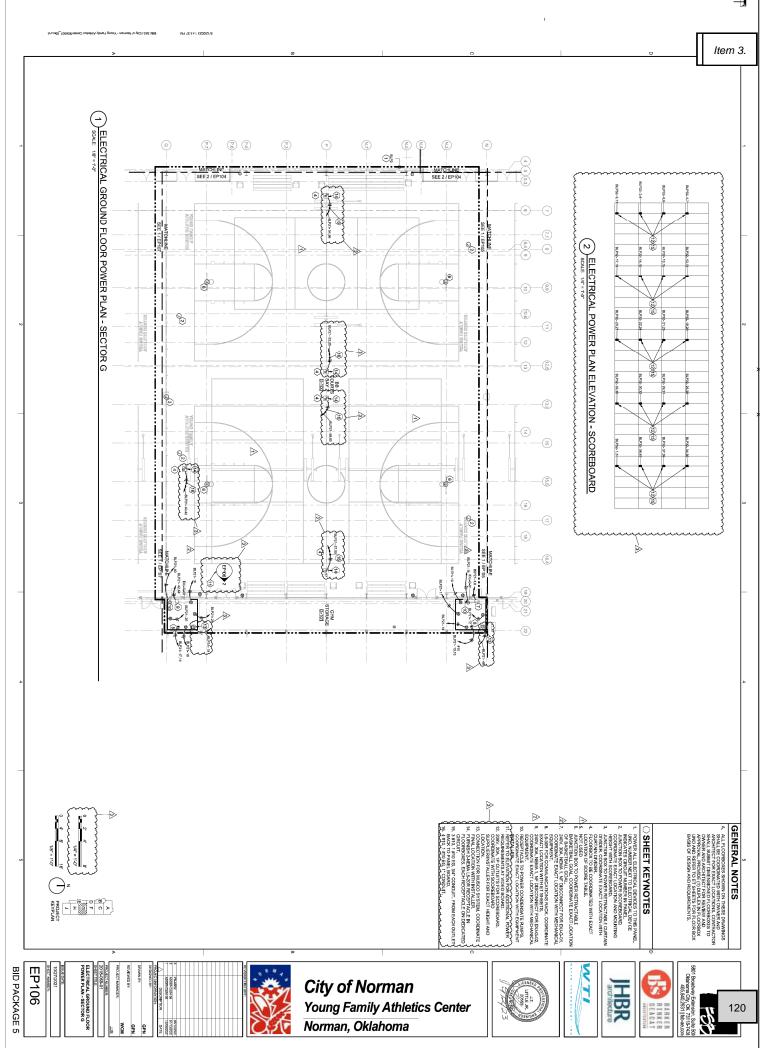


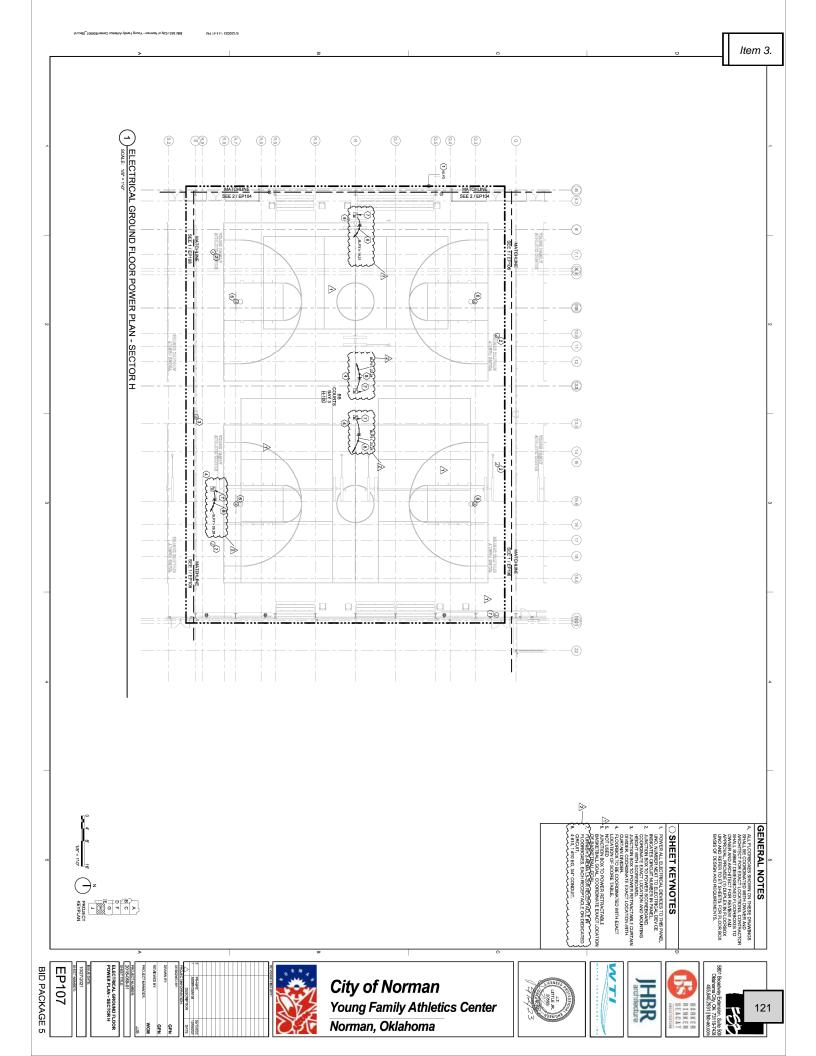


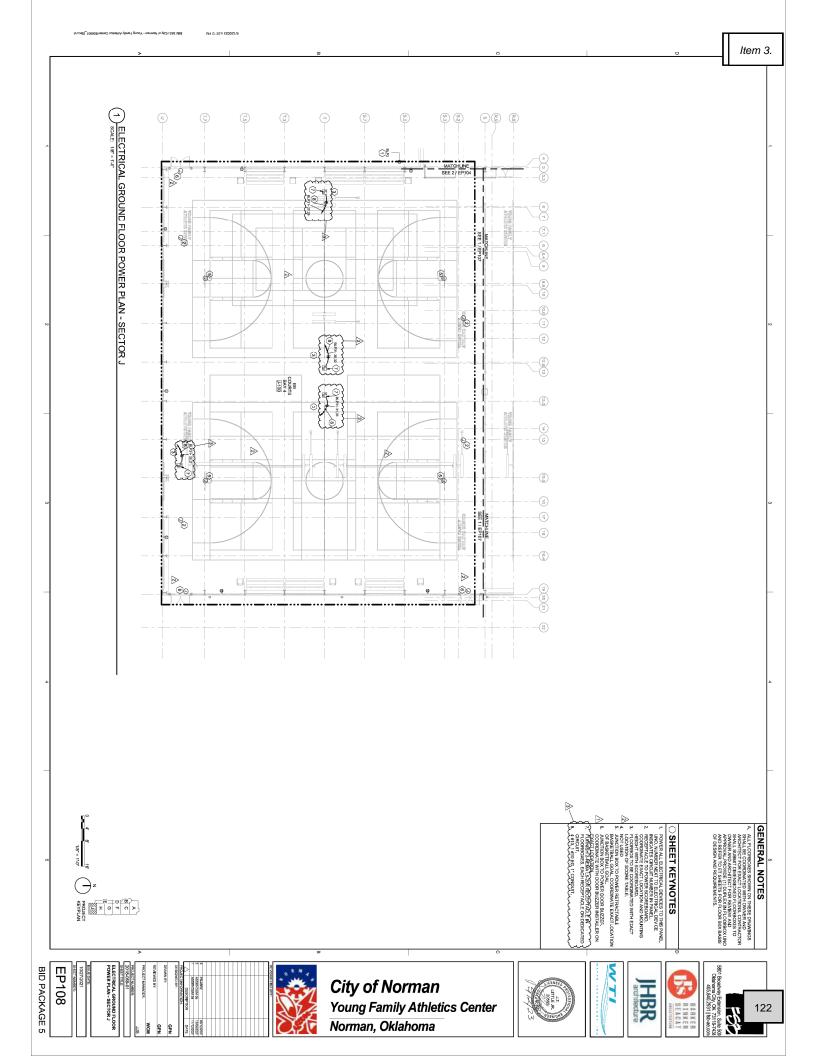


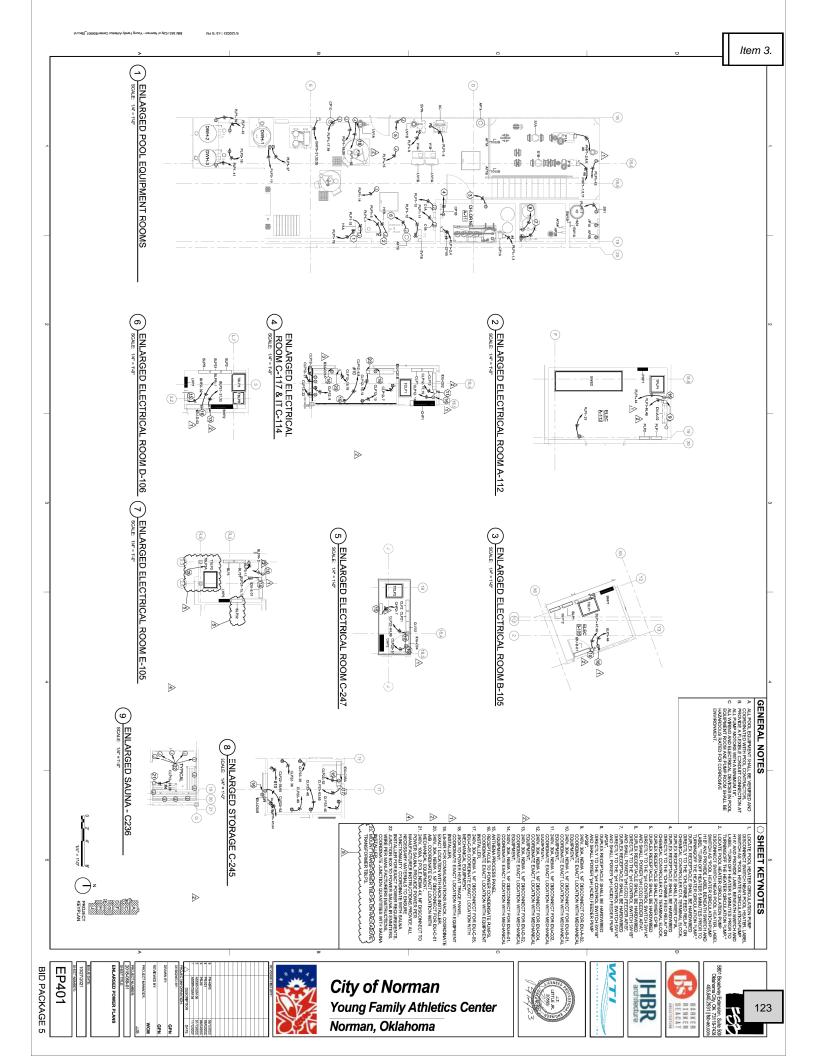


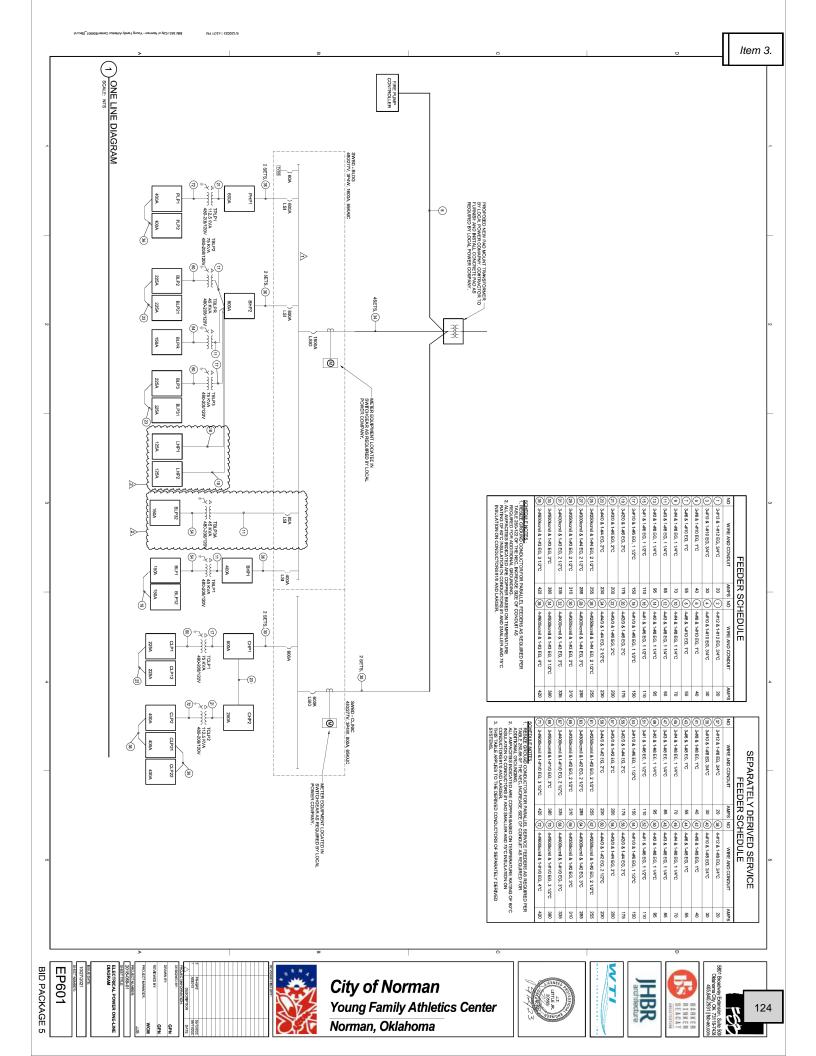


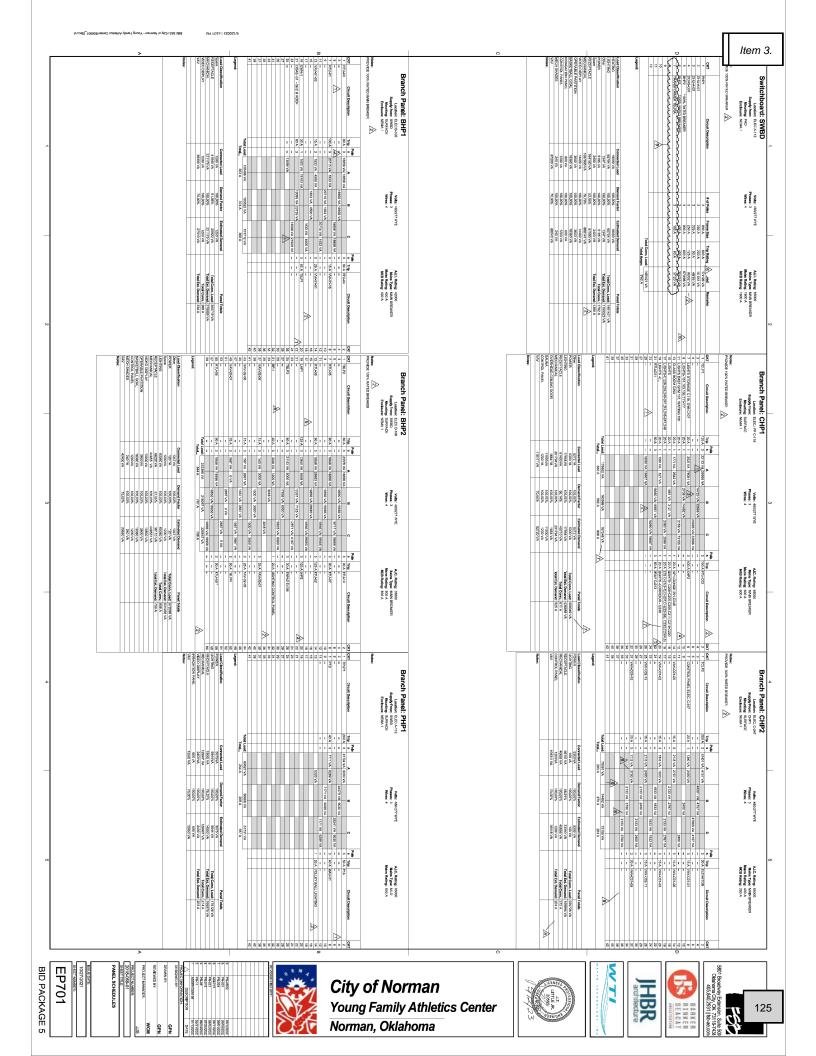


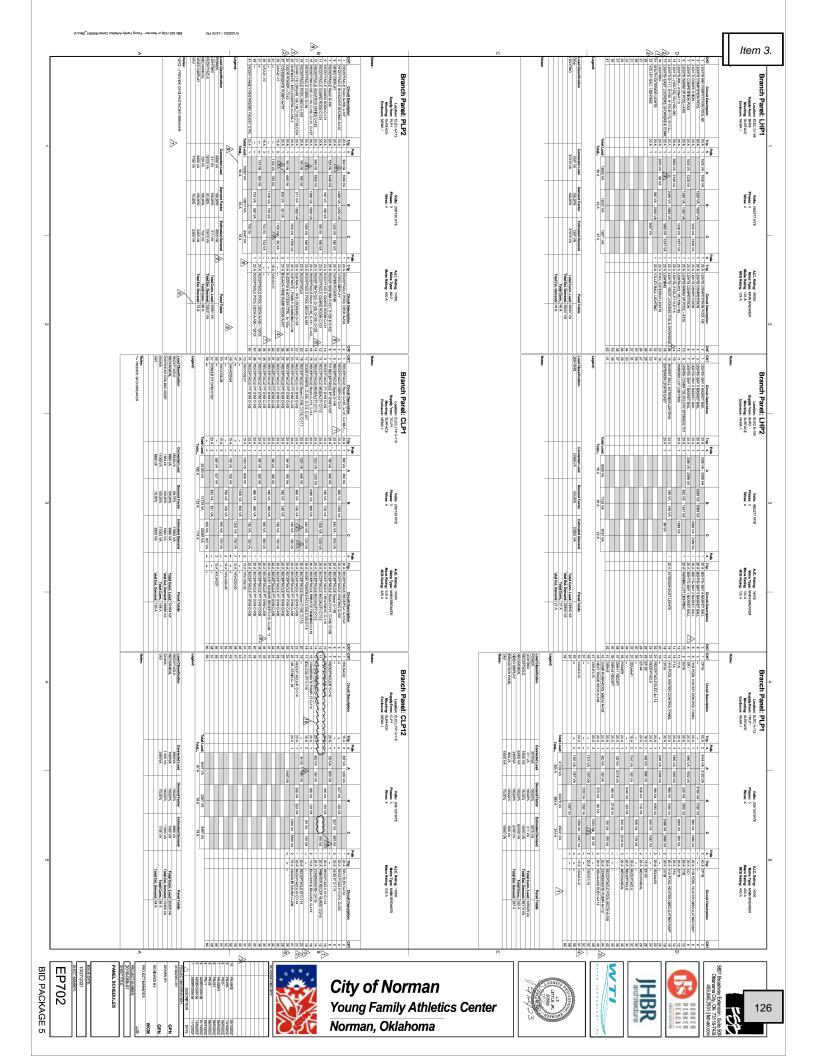


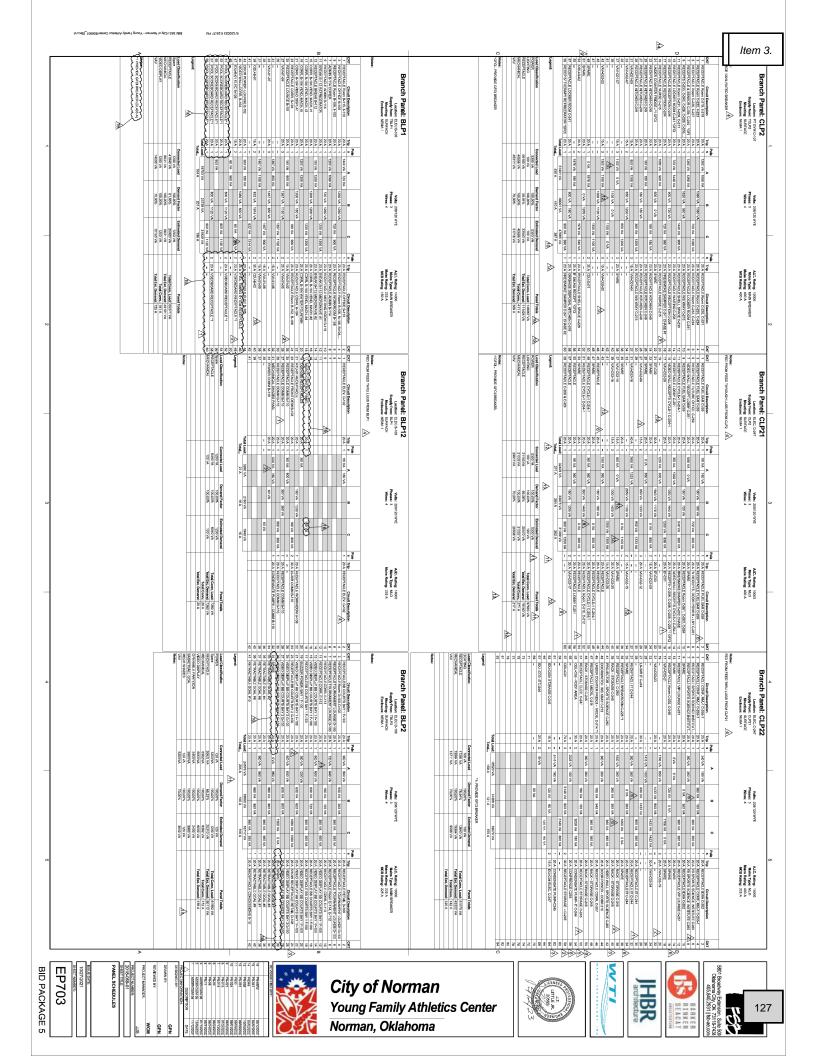


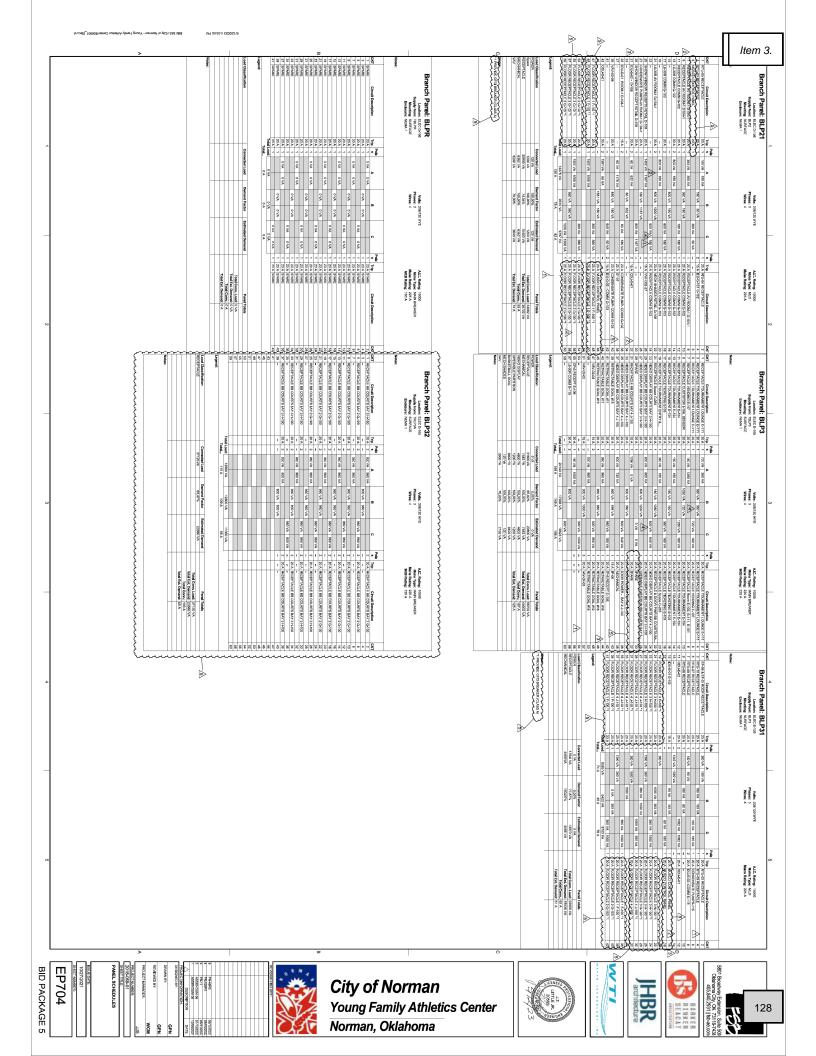


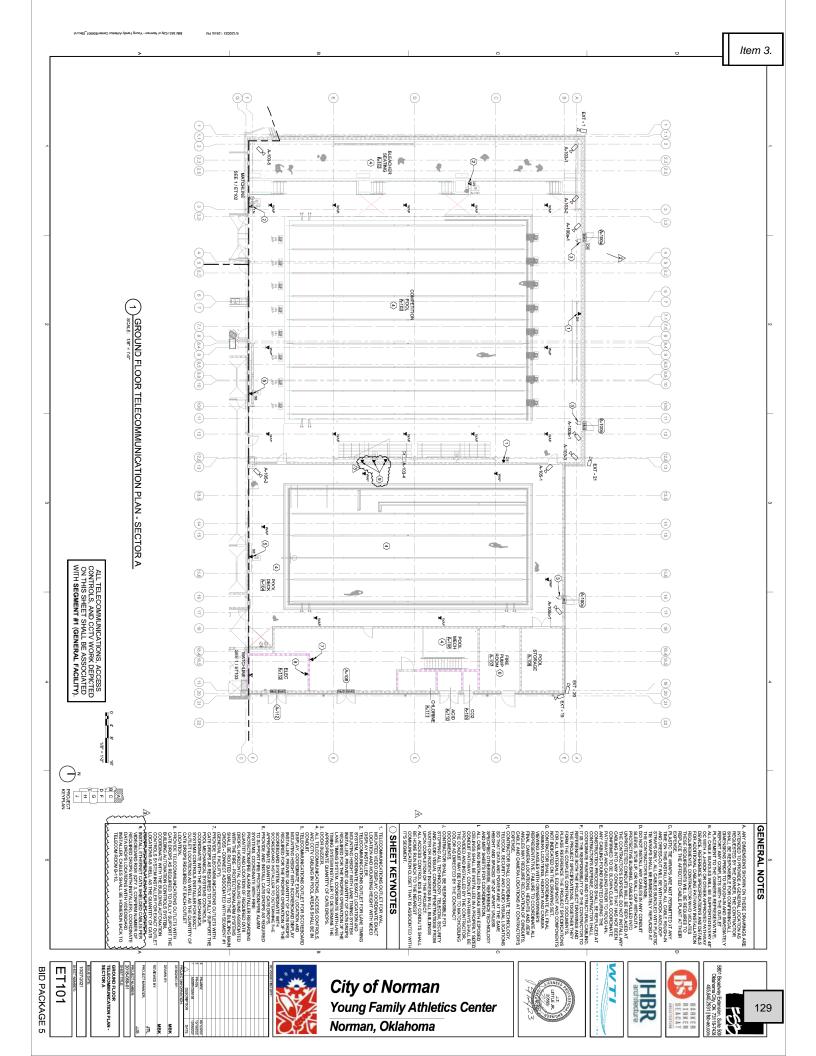


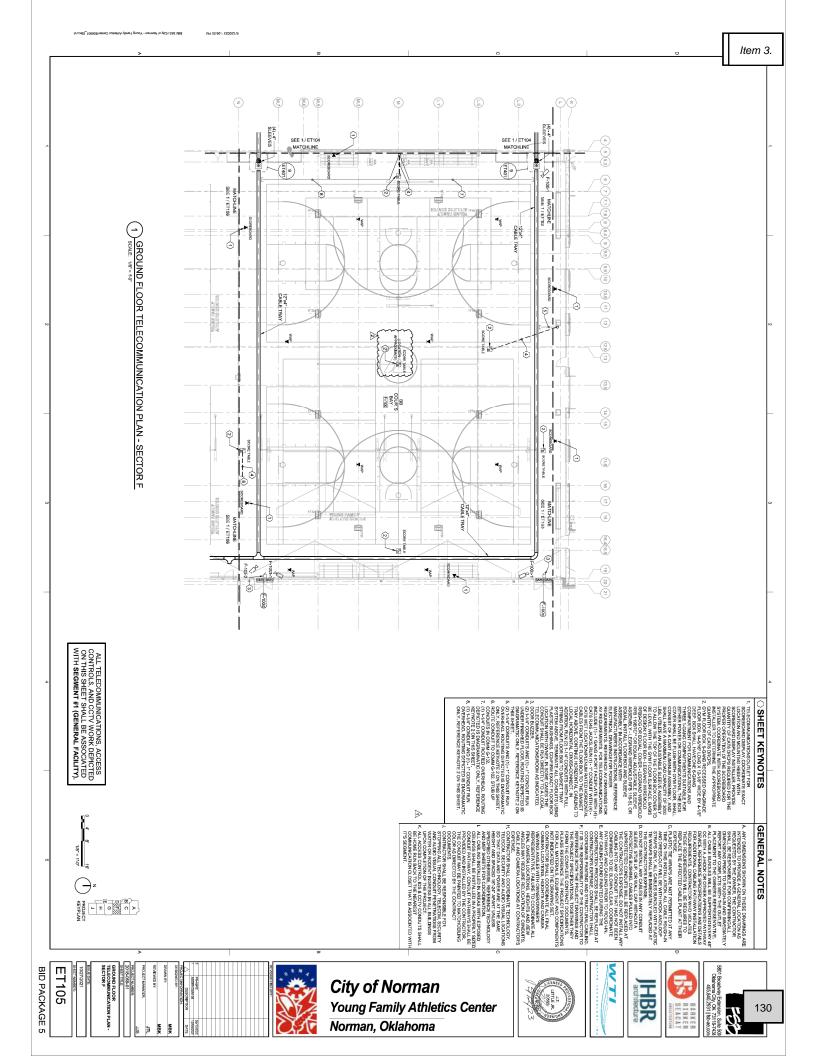


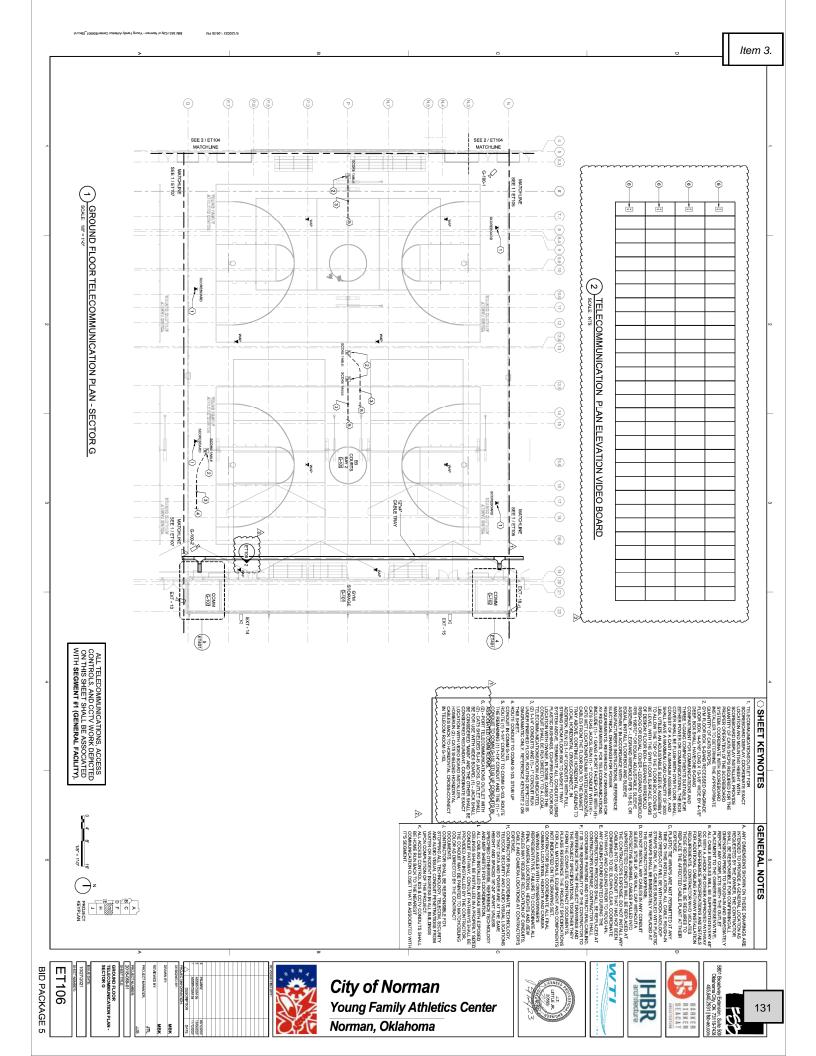


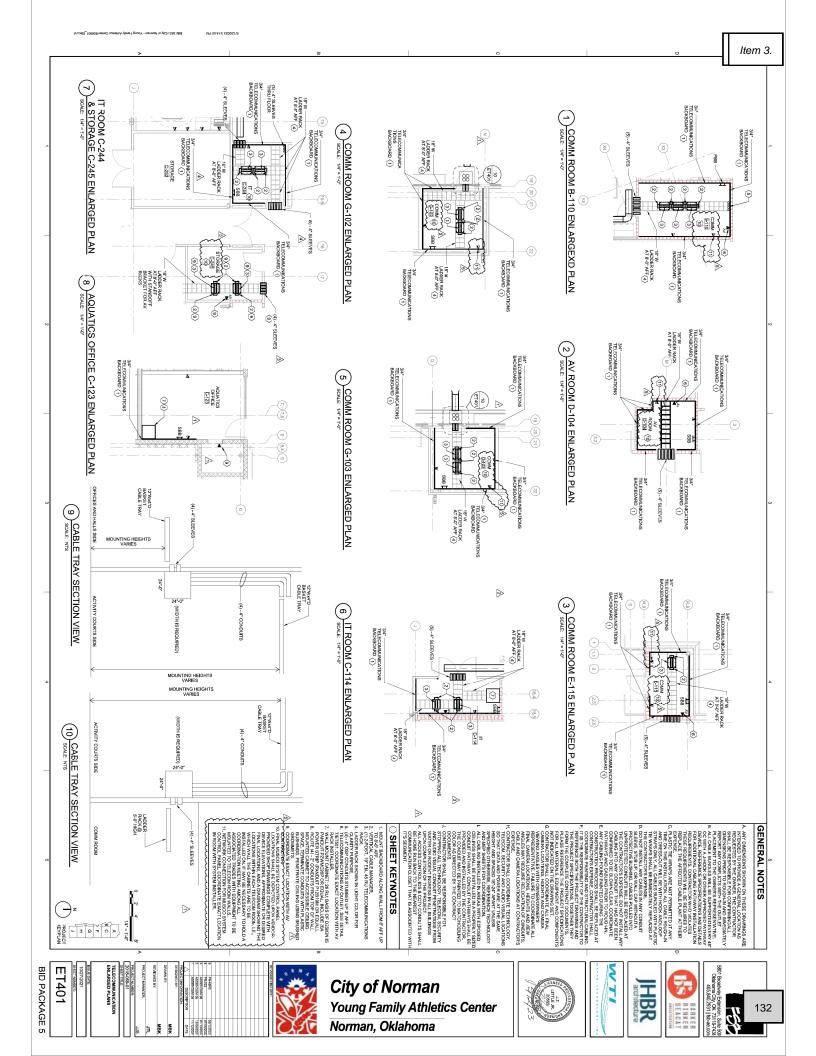


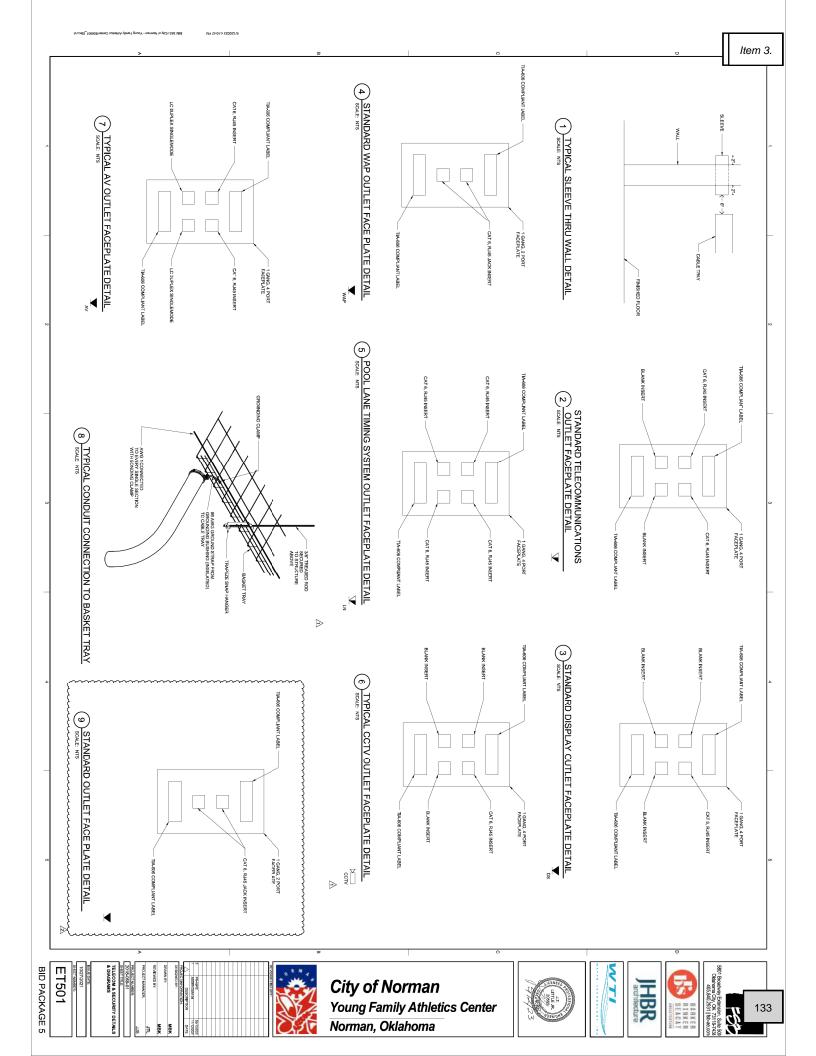
















Proposal Request Transmittal

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

PROJECT Norman PRD - Multi-Sport & DATE SENT 5/15/2023

Aquatics

FSB2018-069-01

SUBJECT VIDEO BOARD PROPOSAL REQUEST PR-045 R3

ID

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.co m	
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	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 DATE: 5/15/2023

5/15/2023

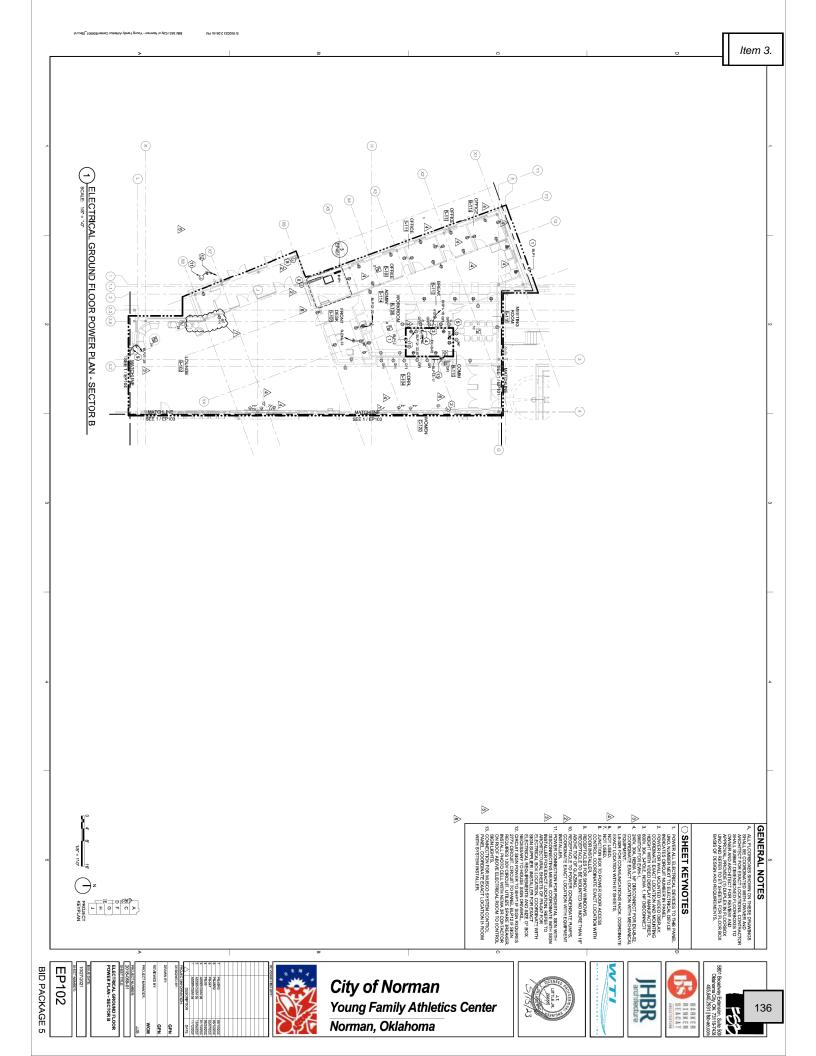
02246 ID:

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				



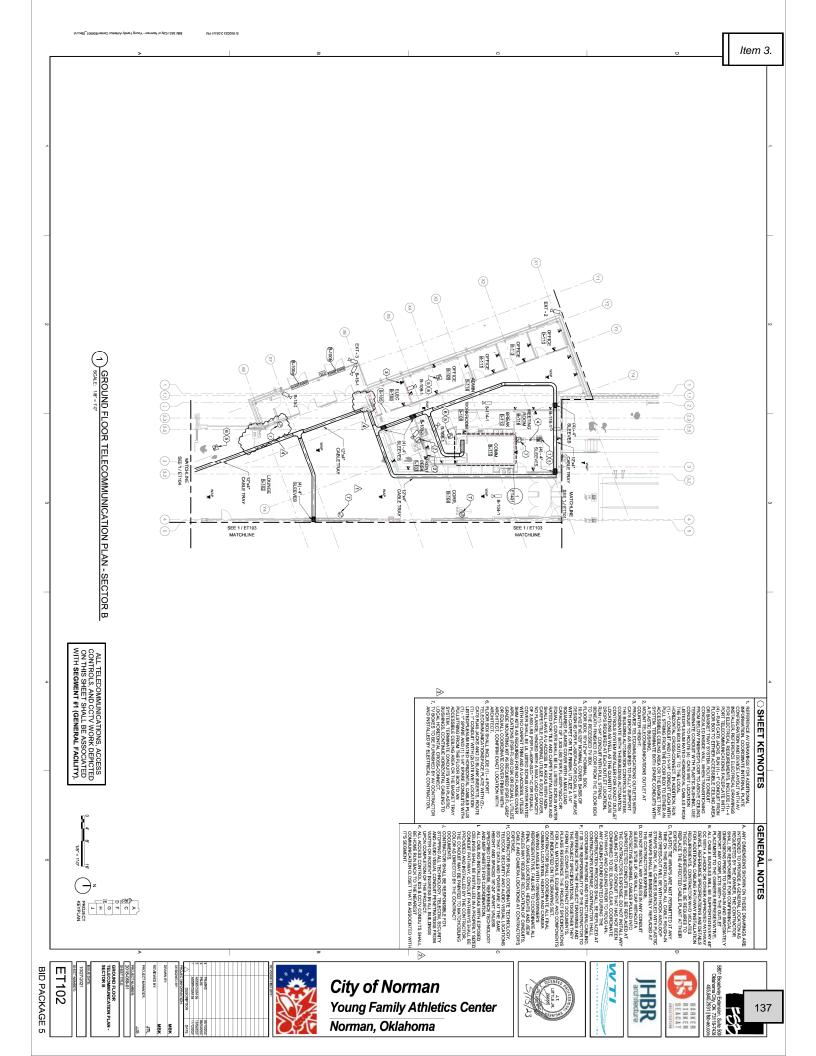


EXHIBIT B GMP AMENDMENT NO. 5

LIST OF ALLOWANCES

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

EXHIBIT C 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:

EXHIBIT C GMP AMENDMENT NO. 5

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:

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

Item 3. Item 24. J F M A M J J A 3 CONSTRUCTION COMPANY 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 **GEJOHINSO** CONSTRUCTION COMPLETE SUBSTANTIAL COMPLETION 2)24 WEATHER DAYS 0 N VOLLEYBALL EQUIPMENT DECISION PR's/ changes (59) HVAC "FUNCTIONAL" S J J A Progress Period Date: 7/17/2023 BUILDING DRIED IN 2023 Print Date: 7/17/2023 ROUGH IN POOLS COMPLETE Page: 1 of 21 M A M TOPPING OUT SUPERSTRUCTURE SOG/ELEVATED DECK COMPLETE O N D J F M A M J J A S O N D J F RFC 48-PR 4 DURATION EXHIBIT E SCHEDULE ACM PIPE REMOVAL BID PACKAGE #3 CONTRACTS ISSUED YFAC CPM 10/11/2021 A 10/11/2021 A 🍅 CONSTRUCTION START 4 25 15 6 2021 12/15/2021 A 12/15/2021 A 10/11/2021 12/14/2023 10/21/2022 A 10/21/2022 A 10/24/2022 A 10/24/2022 A 4/28/2022 A 5/17/2022 A 1/18/2022 A 5/25/2022 A 3/22/2023 A 3/22/2023 A 412d 4/28/2022 12/13/2023 3/27/2023 A 5/19/2023 A 12/13/2023 50d 12/15/2021 2/28/2022 12/15/2021 2/28/2022 1/6/2023 A 6/6/2023 A 12/7/2023 8/17/2023 Finish .OK1081 YFAC\YFAC CPM.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 1/6/2023 A 6/6/2023 A 12/7/2023 7/17/2023 10/24/2023 Start 250d 24d 63d 20d 20d Duration VOLLEYBALL EQUIPMENT DECISION TOPPING OUT SUPERSTRUCTURE SOG/ELEVATED DECK COMPLETE BID PACKAGE #3 CONTRACTS ISSUED ROUGH IN POOLS COMPLETE SUBSTANTIAL COMPLETION RFC 48-PR 4 DURATION CONSTRUCTION START **GMP DEVELOPMENT** Name HVAC "FUNCTIONAL" **PRECONSTRUCTION** BUILDING DRIED IN ACM PIPE REMOVAL PR's/ changes (59) WEATHER DAYS MILESTONES IMPACTS Line 13 10 12 14 2 9 142

Item 24. M A M J J A 83 CONSTRUCTION COMPANY 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 **GEJOHINSO** 2024 N D J 0 ဟ ر ا ا Progress Period Date: 7/17/2023 2023 Print Date: 7/17/202. Page: 2 of 21 W W SUPERSTRUCTURE SUBMITTALS APPROVED J - A - S - O - N - D - J - F -4 25 15 6 27 17 7 28 21 11 2 23 13 4 25 15 5 26 17 7 28 19 SUPERSTRUCTURE SUBMITTALS water Line Submittals Approved JOISTS AND DECKING SUBMITTALS APPROVED CONCRETE SUBMITTALS APPROVED BID PACKAGE #4 CONTRACTS ISSUED MAIN HVAC-RTU'S SUBMITTALS POOL STRUCTURE SUBMITTALS STCRM DRAIN SUBMITTALS MASONRY SUBMITTALS JOISTS AND DECKING SUBMITTALS CONCRETE SUBMITTALS U/G MEP SUBMITTALS BID PACKAGE #4 OUT TO BID 2022 WATER LINE SUBMITTALS PR 01-02 APPROVAL × O N D J F M YFAC CPM 202 2/28/2022 A 2/28/2022 A 3/8/2022 A 3/21/2022 A 7/21/2022 A 3/8/2022 A 4/19/2022 A 3/29/2022 A 4/11/2022 A 1/24/2022 A 364d 12/13/2021 5/19/2023 30d 12/13/2021 A 1/26/2022 A 3/8/2022 A 3/21/2022 A 3/8/2022 A 3/31/2022 A 3/29/2022 A 4/11/2022 A 196d 12/13/2021 9/20/2022 2/21/2022 A 6/1/2022 A 10d 2/28/2022 A 4/1/2022 A 4/7/2022 A 2/4/2022 A 10d 1/24/2022 A 2/4/2022 A 10d 1/26/2022 A 2/8/2022 A Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 1/24/2022 A 2/4/2022 A 3/8/2022 A 3/8/2022 A Start 10d 10d 18d 17d 10d 10d 72d 23d Duration JOISTS AND DECKING SUBMITTALS JOISTS AND DECKING SUBMITTALS CONCRETE SUBMITTALS APPROVED SUPERSTRUCTURE SUBMITTALS SUPERSTRUCTURE SUBMITTALS APPROVED POOL STRUCTURE SUBMITTALS MAIN HVAC-RTU'S SUBMITTALS BID PACKAGE #4 CONTRACTS ISSUED BID PACKAGE #4 OUT TO BID STORM DRAIN SUBMITTALS WATER LINE SUBMITTALS APPROVED WATER LINE SUBMITTALS CONCRETE SUBMITTALS MASONRY SUBMITTALS U/G MEP SUBMITTALS Name PR 01-02 APPRCVAL PROCUREMENT SUBMITTALS APPROVED Line 15 16 17 18 19 20 21 22 23 24 25 26 27 28 53 30 143

Item 3.

Item 24. Item 3. 83 CONSTRUCTION COMPANY A 25 15 6 27 17 8 **GEJOHINSO** 2024 ≥ 12.4 <u>-</u> 1 22 O N 17 7 28 18 9 30 20 11 0 S ر ا ا Progress Period Date: 7/17/2023 2023 24 15 5 26 Print Date: 7/17/202 Page: 3 of 21 REMAINING ELECTRICAL SUBMITTALS APPROVED ∀ M 9 30 20 13 3 MAIN PLUMBING EQUIPMENT SUBMITTALS METAL PANEL SUBYITTALS APPROVED REMAINING ELECTRICAL SUBMITTALS REMAINING PLUMBING SUBMITTALS POOL EQUIPMENT SUBMITTALS APPROVED ROOFING SUBMITTALS MAIN ELECTRICAL GEAR SUBMITTALS REMAINING HVAC SUBMITTALS 27 17 7 28 21 11 2 23 13 4 25 15 5 26 17 7 28 19 JASOND POOL STRUCTURE SUBMITTALS APPROVED MAIN HVAC-RTU'S SUBMITTALS APPROVED STORM DRAIN SUBMITTALS APPROVED MASONRY SUBMITTALS APPROVED METAL PANEL SUBMITTALS 3/F/HW SUBMITTALS APPROVED U/G MEP SUBMITTALS APPROVED POOL EQUIPMENT SUBMITTALS D/F/HW SUBMITTALS 202 M YFAC CPM O N D J F 25 15 6 202 3/29/2022 A 4/15/2022 A 4/12/2022 A | 4/15/2022 A 4/18/2022 A | 4/29/2022 A 5/16/2022 A 7/25/2022 A 5/20/2022 A 9/20/2022 A 5/31/2022 A 7/22/2022 A 5/31/2022 A 7/25/2022 A 3/29/2022 A 4/15/2022 A 3/29/2022 A 6/13/2022 A 3/29/2022 A 4/15/2022 A 19d 3/31/2022 A 4/28/2022 A 4/1/2022 A | 4/14/2022 A 4/8/2022 A 4/15/2022 A 5/31/2022 A 7/12/2022 A 5/31/2022 A 7/26/2022 A 5/31/2022 A 7/27/2022 A 4/18/2022 A 6/3/2022 A 4/18/2022 A 6/6/2022 A Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B Start 24q 14d 10d 34q 35d 44d 30d р9 37d 39d Duration REMAINING PLUMBING SUBMITTALS MASONRY SUBMITTALS APPROVED U/G MEP SUBMITTALS APPROVED D/F/HW SUBMITTALS APPROVED POOL EQUIPMENT SUBMITTALS POOL EQUIPMENT SUBMITTALS APPROVED POOL STRUCTURE SUBMITTALS MAIN HVAC-RTU'S SUBMITTALS REMAINING HVAC SUBMITTALS MAIN PLUMBING EQUIPMENT SUBMITTALS STORM DRAIN SUBMITTALS METAL PANEL SUBMITTALS METAL PANEL SUBMITTALS APPROVED REMAINING ELECTRICAL REMAINING ELECTRICAL MAIN ELECTRICAL GEAR SUBMITTALS APPROVED ROOFING SUBMITTALS D/F/HW SUBMITTALS Name SUBMITTALS SUBMITTALS APPROVED **APPROVED**

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Item 24. Item 3. 83 CONSTRUCTION COMPANY M A M 12 4 25 15 6 27 17 8 **6E JOHINSO** 2024 N D J 1 22 24 15 5 26 17 7 28 18 9 30 20 11 0 ဟ ر ا ا Progress Period Date: 7/17/2023 MAIN PLUMBING EQUIPMENTS SUBMITTALS APPROVED 2023 Print Date: 7/17/202 MAIN ELECTRICAL GEAR SUBMITTALS APPROVED Page: 4 of 21 REMAINING PLUMBING SUBMITTALS APPROVED SUPERSTRUCTURE MATERIALS ON SITE ∀ M MAIN HVAC-RTU MATERIALS ON SITE 27 17 7 28 21 11 2 23 13 4 25 15 5 26 17 7 28 19 9 30 20 13 3 STORM DRAIN MATERIALS ON SITE POOL STRUCTURE MATERIALS ON SITE JOISTS AND DECKING MATERIALS ON SITE GLAZING SUBMITTALS APPROVED REMAINING HVAC SUBMITTALS APPROVED ų. WATER LINE MATERIALS DELIVERED TO SITE J J A S O N D J **GLAZING SUBMITTALS** MASONRY MATERIALS ON SITE ROOFING SUBMITTALS APPROVED CONCRETE MATERIALS ON SITE J/G MEP MATERIALS ON SITE 202 × **X** YFAC CPM O N D J F 25 15 6 2021 6/21/2022 A 9/19/2022 A 7/13/2022 A 7/20/2022 A 7/13/2022 A 9/19/2022 A 6/17/2022 A 6/14/2022 A 9/20/2022 A 8/17/2022 A 9/14/2022 A 9/15/2022 A 9/16/2022 A 4/4/2022 A | 4/19/2022 A 4/18/2022 A | 4/29/2022 A 5/31/2022 A 7/20/2022 A 8/17/2022 A 9/23/2022 A 8/17/2022 A 9/22/2022 A 8/17/2022 A 9/16/2022 A 5/19/2023 7/21/2022 A 9/1/2022 A 8/1/2022 A 3/29/2022 A 6/2/2022 A Finish .OK1081 YFAC\YFAC CPM.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 6/6/2022 A 3/8/2022 A 3/8/2022 Start 103d 9 20d 306d 17d 12d 10d 31d 76d 10d 29 28d 22d 36d 22d Duration REMAINING PLUMBING SUBMITTALS APPROVED WATER LINE MATERIALS DELIVERED STORM DRAIN MATERIALS ON SITE ROOFING SUBMITTALS APPROVED JOISTS AND DECKING MATERIALS ON SITE POOL STRUCTURE MATERIALS ON SITE SUPERSTRUCTURE MATERIALS ON SITE GLAZING SUBMITTALS APPROVED CONCRETE MATERIALS ON SITE MAIN HVAC-RTU MATERIALS ON SITE REMAINING HVAC SUBMITTALS MASONRY MATERIALS ON SITE MAIN PLUMBING EQUIPMENTS SUBMITTALS APPROVED U/G MEP MATERIALS ON SITE MAIN ELECTRICAL GEAR SUBMITTALS APPROVED GLAZING SUBMITTALS Name FAB & DELIVERY APPROVED TO SITE Line 22 21 22 Σ 54 22 26 27 28 23 9 61 62 63 64 145

Item 24. M A M J J A 83 CONSTRUCTION COMPANY 12 4 25 15 6 27 17 8 **6EJOHINSO** 2024 N D J 1 22 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 GLAZING MATERIALS ON SITE 0 MAIN PLUMBING EQUIPMENT MATERIALS ON SITE MAIN ELECTRICAL GEAR MATERIALS ON SITE ဟ REMAINING ELECTRICAL MATERIALS ON SITE REMAINING PLUMBING MATERIALS ON SITE ر ا ا POOL EQUIPMENT MATERIALS ON SITE Progress Period Date: 7/17/2023 METAL PANEL MATERIALS ON SITE 2023 Print Date: 7/17/202. REMAINING HVAC MATERIALS ON SITE Page: 5 of 21 D/F/HW MATERIALS ON SITE W W ROOFING MATERIALS ON SITE J - A - S - O - N - D - J - F -Provide "Lay down area" LOCATE GAS MAIN ON AIRPORT PROPERTY/CHECK GRADES IMPORT FILL TO SITE/SITE TO GRADE 2022 × REMOVE TOPSOIL/ASPHALT ≥ YFAC CPM O N D J F SITE DEMO 4 25 15 6 202 10d 10/11/2021 A 10/22/2021 A 535d 10/11/2021 11/20/2023 282d 10/11/2021 11/18/2022 10d 10/25/2021 A 11/5/2021 A 9/26/2022 A 11/18/2022 A 38d 11/9/2022 A 1/18/2023 A 45d 11/9/2022 A 1/27/2023 A 12/8/2022 A 1/26/2023 A 12/8/2022 A 5/19/2023 A 71d 11/8/2021 A 2/21/2022 A 1/6/2022 A 1/17/2022 A 26d 12/12/2022 A 1/19/2023 A 3/10/2022 A 7/25/2022 A 29d 11/7/2022 A 1/3/2023 A 28d 11/9/2022 A 1/4/2023 A 11/1/2022 A 1/3/2023 A 9/14/2022 A 10/21/2022 Finish .0K1081 YFAC\YFAC CPM.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B Start 33d 334 ヌ 16d Duration REMAINING ELECTRICAL MATERIALS MAIN ELECTRICAL GEAR MATERIALS REMAINING PLUMBING MATERIALS METAL PANEL MATERIALS ON SITE POOL EQUIPMENT MATERIALS ON SITE REMAINING HVAC MATERIALS ON LOCATE GAS MAIN ON AIRPORT PROPERTY/CHECK GRADES ROOFING MATERIALS ON SITE IMPORT FILL TO SITE/SITE TO GLAZING MATERIALS ON SITE D/F/HW MATERIALS ON SITE MAIN PLUMBING EQUIPMENT PROVIDE "LAY DOWN AREA" REMOVE TOPSOIL/ASPHALT Name MATERIALS ON SITE CONSTRUCTION SITE DEMO SITE PREP ON SITE ON SITE GRADE Line 65 99 67 89 69 2 7 72 73 74 75 92 17 % 23

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Item 24. 83 CONSTRUCTION COMPANY _ 0 25 15 6 27 17 **6EJOHINSO** Ψ V 2024 \geq 12.4 ш. 2 _ 30 20 11 Z INSTALLTION OF RC2-AIRPORT SIDE TO SOUTH OF CIRCLE DRIVE AREA 0 0 28 18 S INSTALLTION OF WATER LINE NORTH/SOUTH ROCK CREEK TO EMBASSY ر ا 17.7 Progress Period Date: 7/17/2023 INSTALLATION OF SANITARY SEWER TIE IN 2023 92 Print Date: 7/17/2023 24 15 5 Page: 6 of 21 INSTALLATION OF REMAINING RCP INSTALLATION OF REMAINING WATER LINE LOOP ⋖ PR 4 REWORK ROAD/LAYDOWN/SITE AREAS U/G MEP ROUGH-MECH AND ELECT ROOMS 9 30 20 13 \geq Ŀ PR 4 GRAVEL BASE INSTALLATION WATER LINE "TIE IN" ROCK CREEK F/R/P MAT SLAB POOL MECH ROOM AREA FOOTINGS/PIER CAPS/ANCHOR BOLTS/CURBS 28 21 11 2 23 13 4 25 15 5 26 17 7 28 19 _ EXCAVATE POOL MECH ROOM AREA 0 JAS MAYOUT/DRILL PIERS 2022 × _ _ _ _ YFAC CPM 17.7 7 25 15 6 z 0 2021 9/26/2022 A 10/14/2022 A 35d 9/27/2022 A 11/14/2022 A 8/19/2022 A 8/12/2022 A 4d 11/15/2022 A 11/18/2022 A 4/14/2022 A | 4/27/2022 A 5/10/2022 A 8/18/2022 A 3/14/2023 3/14/2023 6/6/2022 A 8/8/2022 A 8/3/2022 A 6/2/2022 A 8/8/2022 A Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 7/27/2022 A 4/25/2022 A 5/20/2022 A 5/31/2022 A 7/11/2022 A 8/2/2022 A 8/2/2022 A 8/8/2022 A 231d 4/14/2022 231d 4/14/2022 6/3/2022 A Start 10d 11d 12d 49d 29 25 15d 39 29 14 Duration PR 4 REWORK ROAD/LAYDOWN/SITE AREAS INSTALLTION OF RCP-AIRPORT SIDE TO SOUTH OF CIRCLE DRIVE AREA INSTALLATION OF SANITARY SEWER J/G MEP ROUGH-MECH AND ELECT INSTALLATION OF REMAINING RCP PR 4 GRAVEL BASE INSTALLATION Water Line "Tie in" rock creek FOOTINGS/PIER CAPS/ANCHOR BOLTS/CURBS INSTALLTION OF WATER LINE NORTH/SOUTH ROCK CREEK TO EMBASSY EXCAVATE POOL MECH ROOM INSTALLATION OF REMAINING WATER LINE LOOP F/R/P MAT SLAB POOL MECH ROOM AREA AREA "A" FOUNDATIONS LAYOUT/DRILL PIERS Name STRUCTURE ROOMS AREA TIE IN Line 8 81 82 83 84 82 98 87 88 83 8 91 92 147

Item 24. Item 3. 83 CONSTRUCTION COMPANY _ 0 25 15 6 27 17 **6E JOHINSO** VIEW: Construction Schedule Ψ V 2024 \geq 12.4 ш. 2 O N 70 4 ജ 0 17 7 28 18 9 F/R/P SOG POUR-COMPETITION SIDE U/G MEP ROUGH IN-COMPETITION SIDE S ر ا F/R/P SOG POUR-"WARM UP" POOL Progress Period Date: 7/17/2023 2023 24 15 5 26 COMPETITION POOL ROUGH IN Print Date: 7/17/2023 Page: 7 of 21 F/R/P ELEVATOR MAT SLAB AND PIT WALLS/BACKFILL SHEAR WALL/STAIRWELL BASE COURSE/MASONRY ⋖ ~ U/G MEP ROUGH IN "WARM UP" POOL 15 5 26 17 7 28 19 9 30 20 13 \geq FORM POOL MECH ROOM WALLS/MEP SLEEVES <u>-</u> POUR POOL MECH ROOM WALLS/BACK-TLL CMU WALLS WEST-EAST WARM UP POOL ROUGH IN FOOTINGS/PIER CAPS/ANCHOR BOLTS/CURBS U/G ROUGH IN MEP _ F/R/P 2 SHEAR WALLS/MEP **EXCAVATE ELEVATOR PIT AREA** N 0 S ر ا ا LAYOUT/DRILL PIERS 27 17 7 28 21 11 2 23 13 4 25 2022 ≥ V YFAC CPM \geq - D - J - F 25 15 6 z 0 2021 7/20/2022 A 9/16/2022 A 2/20/2023 A 3/14/2023 A 7/15/2022 A 7/22/2022 A 6/16/2022 A 6/29/2022 A 28d 6.4h 8/1/2022 A 9/16/2022 A 1/5/2023 A 2/17/2023 A 166d 4/14/2022 12/8/2022 4/14/2022 A 4/20/2022 A 75d 6.4h 5/18/2022 A 9/13/2022 A 6/27/2022 A 7/13/2022 A 11/7/2022 A 1/6/2023 A 5d 1/26/2023 A 2/1/2023 A 6/7/2022 A 6/30/2022 A 7/6/2022 A 5/12/2022 A 6/2/2022 A 6/24/2022 A 7/8/2022 A 6/3/2022 A 10/10/2022 Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 6/6/2022 A Start 10d 32d 32d 17d 154 29 <u>B</u> 9 Duration U/G MEP ROUGH IN-COMPETITION SIDE F/R/P SOG POUR-"WARM UP" POOL F/R/P ELEVATOR MAT SLAB AND PIT WALLS/BACKFILL F/R/P SOG POUR-COMPETITION SIDE U/G MEP ROUGH IN "WARM UP" POOL COMPETITION POOL ROUGH IN FOOTINGS/PIER CAPS/ANCHOR BOLTS/CURBS EXCAVATE ELEVATOR PIT AREA SHEAR WALL/STAIRWELL BASE COURSE/MASCNRY WARM UP POOL ROUGH IN F/R/P 2 SHEAR WALLS/MEP AREA "B" FOUNDATIONS Pour Pool Mech Room Walls/Backfill FORM POOL MECH ROOM CMU WALLS WEST-EAST WALLS/MEP SLEEVES LAYOUT/DRILL PIERS U/G ROUGH IN MEP Name 108 Line 100 101 102 103 104 105 106 107 93 8 95 96 97 86 66 148

Item 24. Item 3. දැ CONSTRUCTION COMPANY N A M 1 22 12 4 25 15 6 27 17 8 **GEJOHINSO** 2024 N D J 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 CMU WALLS/SHEAR AND NON LOAD BEARING/DOOR FRAMES 0 ဟ ر ا ا Progress Period Date: 7/17/2023 2023 Print Date: 7/17/202. Page: 8 of 21 ∀ M SET LONG SPAN JOISTS/HVAC FRAMES F/R/P "MAT SLAB" -4" GRID LINES 9-21/F-H J - A - S - O - N - D - J - F -F/R/P REMAINING SOG/CURBS FOOTINGS/PIER CAPS/ANCHOR BOLTS FOOTINGS/PIER CAPS/ANCHOR BOLTS HANG MAIN FRAME SET COLUMNS MEP U/G ROUGH IN MEP U/G/ROUGH IN F/R/P SOG F/R/P SOG LAYOUT/DRILL PIERS LAYOUT/DRILL PIERS 2022 × ONDJFM YFAC CPM 4 25 15 6 2021 8/11/2022 A | 12/8/2022 A 8/23/2022 A 8/31/2022 A 4/18/2022 A 5/11/2022 A 19d 7/21/2022 A 8/16/2022 A 5/12/2022 A 5/17/2022 A 8/22/2022 A 8/16/2022 6/3/2022 A 6/16/2022 A 6/27/2022 A 7/18/2022 A 10d 6/17/2022 A 6/30/2022 A 42d 8/10/2022 10/7/2022 8/10/2022 A 9/16/2022 A 8/17/2022 A 9/16/2022 A 8/10/2022 A 9/2022 A 6/27/2022 A 7/1/2022 A 12d 7/21/2022 A 8/5/2022 A 60d 5/12/2022 8/5/2022 Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 8/10/2022 A 4/18/2022 Start 71d 85d 10d 10d 7 152 22d Duration F/R/P "MAT SLAB" -4" GRID LINES 9-21/F-H FOOTINGS/PIER CAPS/ANCHOR BOLTS FOOTINGS/PIER CAPS/ANCHOR BOLTS CMU WALLS/SHEAR AND NON LOAD BEARING/DOOR FRAMES F/R/P REMAINING SOG/CURBS SET LONG SPAN JOISTS/HVAC FRAMES AREA "D" FOUNDATIONS AREA "C" FOUNDATIONS AREA "D" STRUCTURE LAYOUT/DRILL PIERS LAYOUT/DRILL PIERS MEP U/G/ROUGH IN MEP U/G ROUGH IN HANG MAIN FRAME Name SET COLUMNS F/R/P SOG F/R/P S0G 110 112 114 115 116 118 119 122 Line 117 109 111 113 120 121 149

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Item 24. M A M J J A 83 CONSTRUCTION COMPANY 1 22 12 4 25 15 6 27 17 8 **6E JOHINSO** 2024 NDJF 9 30 20 13 3 24 15 5 26 17 7 28 18 9 30 20 11 0 ဟ A C C Progress Period Date: 7/17/2023 2023 Print Date: 7/17/202; Page: 9 of 21 HANG MAIN FRAME/2ND FLOOR FRAMING SET JOISTS/HVAC FRAMES/DECKING SET REG JOISTS/HVAC FRAMES-WEST SIDE W W SET LONG SPAN JOISTS/HVAC FRAMES 2ND FLOOR DECKING/DETAILING J - A - S - O - N - D - J - F -HANG MAIN FRAME DETAILING SET COLUMNS HANG MAIN FRAME 27 17 7 28 21 11 2 23 13 4 25 15 5 26 17 7 28 19 DETAILING SET COLUMNS DETAILING SET COLUMNS DECKING DECKING 2022 × V O N D J F M YFAC CPM 4 25 15 6 202 10/17/2022 9/20/2022 A 10/17/2022 A 6d 10/24/2022 A 10/31/2022 A 10/6/2022 A 10/13/2022 A 8/17/2022 A 9/16/2022 A 8/17/2022 A 9/19/2022 A 8/17/2022 A 10/7/2022 A 9/26/2022 A 10/5/2022 A 6d 11/1/2022 A 11/8/2022 A 24d 10/6/2022 11/8/2022 6d 10/6/2022 A 10/13/2022 A 8/17/2022 A 9/16/2022 A 9/19/2022 A 10/7/2022 A 8/8/2022 A 9/14/2022 A 8/8/2022 A 9/16/2022 A 8/17/2022 A 9/16/2022 A 8/8/2022 11/8/2022 8/8/2022 A 9/30/2022 A Finish LOK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 8/8/2022 Start p99 15d 20d 29d 22d 31d 27d <u>В</u> 22d 27d 22d 20d Duration 2ND FLOOR DECKING/DETAILING HANG MAIN FRAME/2ND FLOOR SET LONG SPAN JOISTS/HVAC FRAMES AREA "C" STRUCTURE AREA "B" STRUCTURE AREA "A" STRUCTURE SET REG JOISTS/HVAC FRAMES-WEST SIDE HANG MAIN FRAME SET JOISTS/HVAC FRAMES/DECKING HANG MAIN FRAME Name SET COLUMNS SET COLUMNS SET COLUMNS DETAILING DETAILING DETAILING FRAMING DECKING DECKING 124 Line 125 126 127 128 129 130 132 133 134 135 136 137 123 131 150

Item 24. Item 3. 0 N D J F M A M J J A දැ CONSTRUCTION COMPANY 1 22 12 4 25 15 6 27 17 8 **GEJOHNSO** 2024 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 SET EXTERIOR GLAZING FRAMES/PROTECT ဟ INSTALLATION OF METAL PANELS INSTALLATION OF ANCHORED STONE ر ا ا EXTERIOR FRAMING/SHEATHING/DOOR FRAMES INSTALLATION OF EIFS Progress Period Date: 7/17/2023 2023 Print Date: 7/17/202. Page: 10 of 21 SET ROOF BEAMS/HVAC FRAMES-LOW ROOF W W SET LONG SPAN JOISTS-HIGH ROOF REINFORCE/PREP ELEVATED DECK MEP ROUGH IN ELEVATED DECK SET HVAC/EQUIPMENT CURBS JJASONDJF POUR ELEVATED DECK DETAILING DECKING 2022 M O N D J F M YFAC CPM 4 25 15 6 2021 6d 10/24/2022 A 10/31/2022 A 6d 10/17/2022 10/24/2022 4d 10/17/2022 A 10/20/2022 A 5d 10/17/2022 A 10/21/2022 A 2d 10/21/2022 A 10/24/2022 A 9/12/2022 A 11/23/2022 A 3d 10/11/2022 A 10/13/2022 A 5d 11/1/2022 A 11/8/2022 A 151d 9/12/2022 4/17/2023 1/6/2023 A 2/21/2023 A 218d 9/12/2022 7/21/2023 7d 10/24/2022 A 11/1/2022 A 23d|12/28/2022 A| 1/30/2023 A 4/11/2023 A 4/17/2023 A 9/12/2022 7/21/2023 3/31/2023 A 4/6/2023 A 2d 10/11/2022 A 10/12/2022 , Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B Start 339 Duration INSTALLATION OF METAL PANELS MEP ROUGH IN ELEVATED DECK SET HVAC/EQUIPMENT CURBS INSTALLATION OF ANCHORED SET LONG SPAN JOISTS-HIGH ROOF REINFORCE/PREP ELEVATED DECK EXTERIOR FRAMING/SHEATHING/DOOR SET ROOF BEAMS/HVAC FRAMES-LOW ROOF SET EXTERIOR GLAZING FRAMES/PROTECT AREA "B" 2ND FLOOR POUR ELEVATED DECK INSTALLATION OF EIFS AREA "D" EXTERIORS AREA "C" EXTERIORS Name DETAILING **EXTERIORS** DECKING 14 148 150 139 149 141 142 143 145 146 147 149

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Item 24. Item 3. 83 CONSTRUCTION COMPANY N A M 25 15 6 27 17 8 **GEJOHINSO** 2024 12.4 <u>-</u> 1 22 O N SET EXTERIOR GLAZING FRAMES/PROTECT 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 INSTALLATION OF METAL PANELS MEP ROUGH IN TO UNITS SET EXTERIOR GLAZING FRAMES/PROTECT HVAC "TEMP" USAGE INSTALLATION OF EIFS 0 FIELD MEASURE FOR METAL PANELS FOR AREA CAND D S EXTERIOR FRAMING/SHEATHING/DOOR FRAMES ر ا ا EXTERIOR FRAMING/SHEATHING/DOOR FRAMES INSTALLATION OF EIFS Progress Period Date: 7/17/2023 INSTALLATION OF ANCHORED STONE 2023 SET ALL AHU'S Print Date: 7/17/2023 INSTALLATION OF ANCHORED STONE Page: 11 of 21 SET HVAC/EQUIPMENT CURBS W W SET HVAC/EQUIPMENT CURBS JJASONDJF 2022 × V O N D J F M YFAC CPM 25 15 6 202 15d 11/21/2022 A 12/27/2022 A 10d 11/14/2022 A 11/29/2022 A 9/12/2022 A 11/14/2022 A 12/8/2022 A 12/9/2022 A 2/23/2023 A 3/30/2023 A 4/3/2023 A | 4/10/2023 A 4/21/2023 A 4/24/2023 A 9/12/2022 A 12/5/2022 A 5d 12/8/2022 A 12/14/2022 A 55d 1/20/2023 A 5/16/2023 A 5d 11/2/2022 A 11/8/2022 A 62d 2/22/2023 A 6/16/2023 A 7/21/2023 6/22/2023 1/18/2023 A 6/22/2023 A 7/20/2023 6/29/2023 A 7/21/2023 Finish 1/10/2023 A 137d 1/10/2023 9/12/2022 Start p69 43d <u>р</u> Duration INSTALLATION OF METAL PANELS **AHU PLACEMENT-JOBWIDE** SET HVAC/EQUIPMENT CURBS INSTALLATION OF ANCHORED INSTALLATION OF ANCHORED SET HVAC/EQUIPMENT CURBS EXTERIOR FRAMING/SHEATHING/DOOR EXTERIOR FRAMING/SHEATHING/DOOR FIELD MEASURE FOR METAL PANELS FOR AREA C AND D MEP ROUGH IN TO UNITS SET EXTERIOR GLAZING FRAMES/PROTECT SET EXTERIOR GLAZING FRAMES/PROTECT INSTALLATION OF EIFS INSTALLATION OF EIFS REA "B" EXTERIORS HVAC "TEMP" USAGE Name SET ALL AHU'S **FRAMES** 164 165 Line 152 153 154 155 156 157 158 159 160 162 163 151 161 152

..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B

Item 24. Item 3. දැ CONSTRUCTION COMPANY _ 0 **GEJOHIDSO** 17 7 28 18 9 30 20 11 1 22 12 4 25 15 6 27 17 W W 2024 ⅀ INSTALLATION OF METAL PANELS/CANOPY PANELS ш. SET EXTERIOR SLAZING/FRAMES PROTECT "TEMP" ROOF INSTALLATION-SHEATHING/VAPOR BARRIER/PARAPET WALLS "TEMP" ROOF INSTALLATION-SHEATHING/VAPOR BARRIER/PARAPET WALLS _ "TEMP" ROOF INSTALLATION-SHEATHING/VAPOR BARRIER/PARAPET WALLS Z 0 INSTALLATION OF METAL PANELS တ EXTERIOR FRAMING/SHEATHING/DOOR FRAMES ا ا Progress Period Date: 7/17/2023 INSTALLATION OF ANCHORED STONE 2023 INSTALLATION OF EIFS 24 15 5 26 Print Date: 7/17/2023 Page: 12 of 21 SET HVAC/EQUIPMENT CURBS V 20 13 3 \geq <u>_</u> R 0. 26 17 7 28 19 _ 0 **M**8822 JAJS 15.5 22 28 21 11 2 23 13 4 2022 ≥ YFAC CPM \geq 17.7 7 25 15 6 z 0 2021 11/9/2022 11/15/2022 5d 11/9/2022 A 11/15/2022 A 11/21/2022 11/23/2022 3d 11/21/2022 A 11/23/2022 A 11/1/2022 A 12/9/2022 A 12/8/2022 A 12/15/2022 A 6/21/2023 A 3/22/2023 A 4/12/2023 A 11/2/2022 11/8/2022 5d 11/2/2022 A 11/8/2022 A 3/22/2023 A 6/16/2023 A 6/21/2023 52d 12/19/2022 A 3/3/2023 A 7d 12/27/2022 A 1/5/2023 A Finish .OK1081 YFAC\YFAC CPM.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 1/6/2023 A 161d 11/1/2022 Start 19d 73d 2 16d 2 Duration "TEMP" ROOF
INSTALLATION-SHEATHING/VAPOR "TEMP" ROOF
INSTALLATION-SHEATHING/VAPOR "TEMP" ROOF INSTALLATION-SHEATHING/VAPOR BARRIER/PARAPET WALLS **INSTALLATION OF METAL PANELS** SET EXTERIOR GLAZING/FRAMES PROTECT EXTERIOR FRAMING/SHEATHING/DOOR FRAMES SET HVAC/EQUIPMENT CURBS INSTALLATION OF ANCHORED BARRIER/PARAPET WALLS BARRIER/PARAPET WALLS INSTALLATION OF METAL PANELS INSTALLATION OF EIFS AREA "C" TEMP ROOF AREA "B" TEMP ROOF REA "A" EXTERIORS AREA "D" TEMP ROOF Name STONE 172 173 174 175 Line 166 167 168 169 170 171

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Item 24. න CONSTRUCTION COMPANY M A M 25 15 6 27 17 8 **6E JOHINSO** 2024 12.4 NDJF 2 "TEMP" ROOF INSTALLATION-SHEATHING/VAPOR BARRIER/PARAPET WALLS 70 4 PARAPET CAP/SCUPPERS/DETAILING/ETC PARAPET CAP/SCUPPERS/DETAILING/ETC ജ PARAPET CAP/SCUPPERS/DETAILING/ETC 0 17 7 28 18 9 PARAPET CAP/SCUPPERS/DETAILING/ETC S ROOFING INSTALLATION/DRIED IN ROOFING INSTALLATION/DRIED IN ROOFING INSTALLATION/DRIED IN ر ا ROOFING INSTALLATION/DRIED IN Progress Period Date: 7/17/2023 2023 24 15 5 26 Print Date: 7/17/202. Page: 13 of 21 ∀ W ~ 30 20 13 တ 15 5 26 17 7 28 19 JJASON 22 27 17 7 28 21 11 2 23 13 4 2022 \geq ≥ YFAC CPM O N D J F 25 15 6 202 15d 12/27/2022 A 2/24/2023 A 1/18/2023 A | 4/11/2023 A 75d 12/27/2022 4/11/2023 1/18/2023 A 4/11/2023 A 28d 12/27/2022 A 2/23/2023 A 1/30/2023 A 2/14/2023 A 3/22/2023 1/6/2023 A | 1/19/2023 A 1/30/2023 A 3/22/2023 A 308d 1s 8/26/2022 11/14/2023 11/28/2022 12/2/2022 5d 11/28/2022 A 12/2/2022 A 75d 12/27/2022 4/11/2023 41d 12/27/2022 A 2/22/2023 A 12/27/2022 2/23/2023 Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 1/6/2023 Start 12d 24d 13d 35d 35d 10d 2 Duration "TEMP" ROOF INSTALLATION-SHEATHING/VAPOR BARRIER/PARAPET WALLS ROOFING INSTALLATION/DRIED IN ROOFING INSTALLATION/DRIED IN ROOFING INSTALLATION/DRIED IN ROOFING INSTALLATION/DRIED IN PARAPET CAP/SCUPPERS/DETAILING/ETC CAP/SCUPPERS/DETAILING/ETC PARAPET CAP/SCUPPERS/DETAILING/ETC PARAPET CAP/SCUPPERS/DETAILING/ETC AREA "A" TEMP ROOF AREA "B" ROOFING AREA "D" ROOFING AREA "C" ROOFING AREA "A" ROOFING Name INTERIORS PARAPET 176 178 Line 184 177 179 180 182 183 181 154

Item 24. 83 CONSTRUCTION COMPANY M A M 25 15 6 27 17 8 **6E JOHINSO** 2024 12.4 INSTALL GYM EQUIPMENT-CURTAINS/GOALS/ETC N D J GYM FLOORING INSTALLATION 1 22 INSTALL INTERIOR GLAZING 17 7 28 18 9 30 20 11 O/H MEP CEILING TIE INS INSTALL TECTUM PANELS-GYM INSTALL CEILING GRID GREENBOARD ELECT 105-T/B/FIRST COAT T/B/P FIRST COAT 0 S SHEETROCK TILE BATHROOMS ر ا ا PAINT GYM CEILINGS Progress Period Date: 7/17/2023 INTERIOR FRAMING-WEST WALL AND TICKETING AREA 2023 24 15 5 26 Print Date: 7/17/2023 Page: 14 of 21 ELECT 105 ROUGH IN HANGERS/LAYOUT O/H MEP ∀ M ന 20 13 (FS O/H ROJGH IN L O N O S A L C IN WALL ROUGH IN MEP 8 တ 28 19 27 17 7 28 21 11 2 23 13 4 25 15 5 26 17 7 2022 × -W YFAC CPM O N D J F 25 15 6 2021 9/19/2022 A 10/17/2022 A 9/5/2022 A 11/28/2022 A 9/12/2022 A 10/3/2022 A 12/5/2022 A 12/7/2022 A 3/22/2023 A 4/18/2023 A 6/5/2023 A 6/13/2023 A 1/3/2023 A 3/22/2023 A 4/19/2023 A 5/16/2023 A 6/13/2023 A 6/13/2023 A 9/1/2023 33d 12/13/2022 A 2/3/2023 A 7/24/2023 7/31/2023 3/31/2023 A 7/18/2023 1/11/2023 A 7/17/2023 3/14/2023 A 7/19/2023 9/1/2023 Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 5/17/2023 A 7/17/2023 * 7/25/2023 9/5/2022 Start 252d 37d 22 16d 7 16d 26d Duration INSTALL GYM EQUIPMENT-CURTAINS/GOALS/ETC INTERIOR FRAMING-WEST WALL AND TICKETING AREA GYM FLOORING INSTALLATION INSTALL TECTUM PANELS-GYM INSTALL INTERIOR GLAZING HANGERS/LAYOUT O/H MEP O/H MEP CEILING TIE INS IN WALL ROUGH IN MEP INSTALL CEILING GRID AREA "D" INTERIORS GREENBOARD ELECT 105-T/B/FIRST COAT ELECT 105 ROUGH IN PAINT GYM CEILINGS Name FS O/H ROUGH IN T/B/P FIRST COAT TILE BATHROOMS SHEETROCK 200 Line 185 186 188 189 190 192 193 194 195 196 197 198 199 187 191

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Item 24. A P P A A 23 CONSTRUCTION COMPANY 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 **GEJOHINSO** 2024 ONDJF INSTALL FLOORING-WEST AREAS INSTALL DOORS/SPECIALTIES INSTALL INTERIOR GLAZING FINAL PAINT-WEST INSTALL MILLWORK GREENBOARD ELECT 106-T/B/FIRST COAT MEP TRIM OUT T/B/P FIRST COAT M A M J J A S SHEETROCK INTERIOR FRAMING-WEST WALL AND CONCESSIONS AREA TILE BATHROOMS PAINT GYM CEILINGS Progress Period Date: 7/17/2023 2023 Print Date: 7/17/2023 Page: 15 of 21 ELECT 106 ROUGH IN HANGERS/LAYOUT O/H MEP FS O/H ROUGH IN J - A - S - O - N - D - J - F -IN WALL ROUGH IN MEP 15 5 26 17 7 28 19 27 17 7 28 21 11 2 23 13 4 25 2022 × V O N D J F M YFAC CPM 4 25 15 6 2021 308d 1s 8/26/2022 11/14/2023 45d 1s 8/26/2022 A 10/31/2022 A 16d 9/19/2022 A | 10/10/2022 A 9/26/2022 A 10/17/2022 A 12/5/2022 A 12/8/2022 A 3/22/2023 A 4/18/2023 A 1/3/2023 A 3/22/2023 A 1/11/2023 A 2/14/2023 A 5/16/2023 A 7/20/2023 8/21/2023 8/24/2023 8/7/2023 8/31/2023 53d 1/20/2023 A 7/18/2023 4/13/2023 A 7/18/2023 8/7/2023 Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 47d 2/15/2023 A 4/19/2023 A 8/25/2023 8/1/2023 8/1/2023 8/8/2023 8/16/2023 Start 57d 10d 25 9 20d 25 7 22 Duration INSTALL FLOORING-WEST AREAS INTERIOR FRAMING-WEST WALL AND CONCESSIONS AREA INSTALL DOORS/SPECIALTIES INSTALL INTERIOR GLAZING HANGERS/LAYOUT O/H MEP IN WALL ROUGH IN MEP AREA "C" INTERIORS GREENBOARD ELECT 106-T/B/FIRST COAT ELECT 106 ROUGH IN PAINT GYM CEILINGS INSTALL MILLWORK Name FINAL PAINT-WEST FS O/H ROUGH IN T/B/P FIRST COAT TILE BATHROOMS MEP TRIM OUT SHEETROCK 205 210 213 214 216 Line 202 203 206 207 208 209 211 204 201

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Item 24. Item 3. 0 N D J F M A M J J A දැ CONSTRUCTION COMPANY 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 **GEJOHINSO** 2024 INSTALL ELECTRICAL FOR TV INSTALL GYM EQUIPMENT-CURTAINS/GOALS/ETC GYM FLOORING INSTALLATION FINAL PAINT FOR TV ADD INSTALL CEILING GRID-HARD LID FRAMING INSTALL STEEL FOR TV INSTALL FLOORING-WEST AREAS INSTALL DOORS/SPECIALTIES O/H MEP CEILING TIE INS FINAL PAINT-WEST INSTALL MILLWORK INSTALL TECTUM PANELS-GYM O/H MEP ROUGH IN MEP TRIM OUT S INTERIOR FRAMING-BOTH NRH AND ADMIN AREAS Progress Period Date: 7/17/2023 2023 Print Date: 7/17/2023 Page: 16 of 21 IN WALL ROUGH IN MEP ∀ M J - A - S - O - N - D - J - F -15 5 26 17 7 28 19 27 17 7 28 21 11 2 23 13 4 25 2022 × V O N D J F M YFAC CPM 4 25 15 6 202 5/17/2023 A 7/13/2023 A 5/17/2023 A 5/22/2023 A 47d 10/3/2022 A 12/8/2022 A 45d 10/31/2022 A 1/6/2023 A 7/21/2023 8/16/2023 8/21/2023 8/28/2023 10/23/2023 11/6/2023 11/6/2023 11/14/2023 9/5/2023 7/26/2023 8/2/2023 8/2/2023 10/3/2022 A 7/18/2023 Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 6/21/2023 A 5/17/2023 A 10/3/2022 10/24/2023 7/27/2023 7/27/2023 10/24/2023 11/7/2023 8/3/2023 8/11/2023 8/22/2023 9/5/2023 Start 234d 38d 10d 10d 10d В 20d 22 74 22 35d Duration INSTALL GYM EQUIPMENT-CURTAINS/GOALS/ETC INSTALL CEILING GRID-HARD LID FRAMING INSTALL FLOORING-WEST AREAS INTERIOR FRAMING-BOTH NRH AND ADMIN AREAS INSTALL TECTUM PANELS-GYM GYM FLOORING INSTALLATION INSTALL DOORS/SPECIALTIES AREA "B" INTERIORS-FIRST INSTALL ELECTRICAL FOR TV O/H MEP CEILING TIE INS FINAL PAINT FOR TV ADD IN WALL ROUGH IN MEP INSTALL STEEL FOR TV INSTALL MILLWORK O/H MEP ROUGH IN Name FINAL PAINT-WEST MEP TRIM OUT FLOOR 219 229 232 Line 217 220 223 224 225 226 227 228 231 230 221 222

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Item 24. 0 N D J F M A M J J A දැ CONSTRUCTION COMPANY 1 22 12 4 25 15 6 27 17 8 **6E JOHINSO** 2024 INSTALL CEILING GRIDS-HARD LID FRAMING INSTALL DOORS/SPECIALTIES INSTALL SPECIALTY CEILINGS INSTALL INTERIOR GLAZING 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 INSTALL FLOORING O/H MEP CEILING TIE INS GREENBOARD ELECT 105B-T/B/P FIRST COAT FINAL PAINT INSTALL MILLWORK INSTALL HARD LIDS T/B/P CEILINGS MEP TRIM OUT TILE BATHROOMS FLOAT FLOORS TO DRAINS-GRID H-G T/B/P FIRST COAT ဟ SHEETROCK J J A S O N D J F M A M J J A ELECT ROUGH IN 105B Progress Period Date: 7/17/2023 2023 FS O/H ROUGH IN Print Date: 7/17/2023 Page: 17 of 21 2022 × V O N D J F M YFAC CPM 4 25 15 6 202 2/13/2023 A 3/16/2023 A 3/8/2023 A 6/16/2023 A 4/4/2023 A 6/22/2023 A 3/27/2023 A 1/6/2023 A 3/22/2023 A 2/20/2023 A 3/31/2023 A 7/18/2023 7/3/2023 A 7/21/2023 8/15/2023 8/25/2023 8/25/2023 24d 6/14/2023 A 7/18/2023 7/19/2023 8/1/2023 8/2/2023 8/4/2023 9/5/2023 Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 3/17/2023 A 3/22/2023 A 5/17/2023 A 6/28/2023 A 1/6/2023 A 9d 7/10/2023 A 8/16/2023 7/20/2023 7/24/2023 8/22/2023 8/2/2023 8/7/2023 Start 25d 549 24q 38d 15d 21d 10d 10d 10d 15d 10d 154 8 Duration INSTALL CEILING GRIDS-HARD LID FRAMING FLOAT FLOORS TO DRAINS-GRID H-G GREENBOARD ELECT 105B-T/B/P INSTALL SPECIALTY CEILINGS INSTALL DOORS/SPECIALTIES INSTALL INTERIOR GLAZING O/H MEP CEILING TIE INS ELECT ROUGH IN 105B INSTALL HARD LIDS INSTALL FLOORING INSTALL MILLWORK Name T/B/P FIRST COAT TILE BATHROOMS FS O/H ROUGH IN T/B/P CEILINGS MEP TRIM OUT SHEETROCK FINAL PAINT FIRST COAT 238 240 242 245 246 248 249 250 Line 237 239 241 243 247 234 235 236 244 233

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Item 24. Item 3. A P P A A දැ CONSTRUCTION COMPANY 25 15 6 27 17 8 **6E JOHINSO** 2024 INSTALL DOORS/SPECIALTIES 1 22 12 4 INSTALL SPECIALTY CEILINGS NDJF CEILING GRID/HARD LID FRAMING INSTALL FLOCRING 30 20 11 1 O/H CEILING TIE INS MEP SET INTERIOR GLAZING INSTALL MILLWORK INSTALL HARD LIDS T/B/P HARD LIDS MEP TRIM OUT O/H MEP ROUGH IN TILE BATHROOMS 0 17 7 28 18 9 ဟ IN WALL MEP ROUGH IN T/B/P FIRST COAT ر ا ا Progress Period Date: 7/17/2023 SHEETROCK 2023 24 15 5 26 Print Date: 7/17/2023 Page: 18 of 21 FS O/H ROUGH IN W W INTERIOR FRAMING ~ 20 13 J - A - S - O - N - D - J - F -R 0. 27 17 7 28 21 11 2 23 13 4 25 15 5 26 17 7 28 19 2022 × O N D J F M YFAC CPM 4 25 15 6 202 224d 11/28/2022 10/13/2023 55d 12/27/2022 A 5/16/2023 A 3/24/2023 A 5/16/2023 A 92d 1/9/2023 A 5/16/2023 A 2/17/2023 A 2/23/2023 A 26d 11/28/2022 A 1/5/2023 A 8/14/2023 7/27/2023 7/28/2023 8/10/2023 8/17/2023 8/28/2023 9/12/2023 9/29/2023 10/6/2023 8/8/2023 43d 11/28/2022 A 7/19/2023 4/19/2023 A 7/26/2023 Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 13d 5/30/2023 A 4/19/2023 A 6d 7/13/2023 A 6/28/2023 A 8/29/2023 9/11/2023 9/25/2023 8/18/2023 8/4/2023 8/11/2023 Start 15d 10d 25 7 10d Duration CEILING GRID/HARD LID FRAMING INSTALL SPECIALTY CEILINGS INSTALL DOORS/SPECIALTIES AREA "B" SECOND FLOOR O/H CEILING TIE INS MEP IN WALL MEP ROUGH IN SET INTERIOR GLAZING O/H MEP ROUGH IN INTERIOR FRAMING INSTALL MILLWORK INSTALL HARD LIDS INSTALL FLOORING Name TILE BATHROOMS FS O/H ROUGH IN T/B/P FIRST COAT T/B/P HARD LIDS MEP TRIM OUT SHEETROCK 265 Line 252 254 256 258 259 260 262 263 264 266 267 253 255 251 257 261

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Item 24. Item 3. WARM UP AND COMPETITION POOL PLASTERING AND FINISHES A P P P POOL MECHANICAL ROOM AND EQUIPMENT INSTALLATION දැ CONSTRUCTION COMPANY 25 15 6 27 17 8 **GEJOHINSO** 2024 \geq INSTALL SLID:NG PARTITIONS 24 15 5 26 17 7 28 18 9 30 20 11 1 22 12 4 PREP/PAINT/ETC FOR STEP INSTALLATION <u>ч</u> ELEVATED ELECTRICAL ROUGH IN INSTALL SAUNAS 0 N 0 HIGH PERFORMANCE COATINGS-CEILINGS FINAL PAINT SCAFFOLD REMOVAL/BOTH ROOMS ELEVATED HVAC ROUGH IN COMPETITION POOL TILING INSTALL LAPENDARY PANELS ELEVATED F/S ROUGH IN ဟ SCAFFOLD BOTH 103 & 105 ر ا ا Progress Period Date: 7/17/2023 WARM UP POOL TILING 2023 F/R/P STEPS-WEST POOL Print Date: 7/17/2023 Page: 19 of 21 ∀ M ~ 30 20 13 σ 15 5 26 17 7 28 19 0 JJAS 22 27 17 7 28 21 11 2 23 13 4 2022 \geq V **X** YFAC CPM O N D J F 25 15 6 2021 10/25/2023 1/6/2023 A 6/21/2023 A 2/15/2023 A 6/16/2023 A 2/15/2023 A | 5/12/2023 A 6/10/2023 A 1/6/2023 A 2/14/2023 A 1/6/2023 A 3/21/2023 A 3/1/2023 A | 4/18/2023 A 7/21/2023 10/6/2023 9/29/2023 10/13/2023 9/20/2023 6/2/2023 A 7/28/2023 3/22/2023 A 7/19/2023 9/1/2023 Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 5/17/2023 A 6/5/2023 A 1/6/2023 A 9/25/2023 9/25/2023 10/2/2023 7/17/2023 7/24/2023 1/6/2023 7/17/2023 Start 206d 30d 10d 28d 239 906 37d 32d 12d 10d 25 10d 22 汉 539 26d Duration SCAFFOLD REMOVAL/BOTH ROOMS ELEVATED ELECTRICAL ROUGH IN WARM UP AND COMPETITION POOL PLASTERING AND FINISHES POOL MECHANICAL ROOM AND EQUIPMENT INSTALLATION INSTALL SLIDING PARTITIONS INSTALL LAPENDARY PANELS COMPETITION POOL TILING SCAFFOLD BOTH 103 & 105 ELEVATED HVAC ROUGH IN PREP/PAINT/ETC FOR STEP INSTALLATION ELEVATED F/S ROUGH IN F/R/P STEPS-WEST POOL WARM UP POOL TILING HIGH PERFORMANCE COATINGS-CEILINGS AREA "A" INTERIORS Name INSTALL SAUNAS FINAL PAINT 270 276 278 Line 272 273 274 275 279 268 269 280 282 283 271 277 281

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Item 24. Item 3. S - O - N - D - J - F - M - A - M - J - J - A 23 CONSTRUCTION COMPANY 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 **GEJOHINSO** 2024 REGRADE SOUTH ROAD AND EAST ROAD ALONG AIRPORT SIDE CURB/GUTTER NORTH PARKING AREA POOL TESTING AND FIT UP REGRADE SOUTH WEST PARKING AREA INSTALL REMAINING FINISHES REGRADE NORTH PARKING AREA MEP TRIM OUT FINAL PAINT TEMP USAGE-READY ROUGH IN 1ST FLOOR EQUIPMENT HOOKUP ROUGH IN 2ND FLOOR CURB/GUTTER SOUTH AND EAST ROAD -ASPHALT A L L M Progress Period Date: 7/17/2023 2023 Print Date: 7/17/2023 Page: 20 of 21 ∀ W J - A - S - O - N - D - J - F -27 17 7 28 21 11 2 23 13 4 25 15 5 26 17 7 28 19 2022 × O N D J F M YFAC CPM 4 25 15 6 202 11/20/2023 3/22/2023 A 4/18/2023 A 3/22/2023 A 4/18/2023 A 10/25/2023 7/24/2023 8/23/2023 9/18/2023 9/25/2023 10/2/2023 8/9/2023 7/31/2023 9/11/2023 8/29/2023 8/9/2023 8/2/2023 8/9/2023 9/5/2023 Finish ..OK1081 YFAC\YFAC CPVI.pp : BORDER FILE - G:\Scheduling\ASTA\Border\GEJCC STANDARD BORDER.B 3/22/2023 A 7d 7/14/2023 A 19d 7/14/2023 3/22/2023 A 19d 7/14/2023 9/12/2023 3/22/2023 8/28/2023 9/21/2023 7/25/2023 8/30/2023 9/21/2023 8/24/2023 8/1/2023 8/3/2023 Start 171d 15d 10d 24d 20d 우 4 25d 22 52 22 Duration REGRADE SOUTH ROAD AND EAST ROAD ALONG AIRPORT SIDE REGRADE SOUTH WEST PARKING AREA CURB/GUTTER SOUTH AND EAST ROAD REGRADE NORTH PARKING AREA INSTALL REMAINING FINISHES CURB/GUTTER NORTH PARKING AREA POOL TESTING AND FIT UP ROUGH IN 2ND FLOOR ROUGH IN 1ST FLOOR **EQUIPMENT HOOKUP** TEMP USAGE-READY Name MEP TRIM OUT SITE FINISHES FINAL PAINT CONVEYING ELEVATOR ASPHALT 293 295 296 289 230 291 294 297 284 285 286 287 288 292 161

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301	SIDEWALKS	15d	9/21/2023	10/11/2023								- -	SIDEWALKS			
302	LANDSCAPING	15d	10/5/2023	10/25/2023									LANDSCAPING			
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Page: 21 of 21

CONSTRUCTION COMPANY

VIEW: Construction Schedule

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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 AWARDING 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.



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 AWARDING 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 .1	ov and between
Precision Construction and Contracting LLC.,	as Party of the First Pa	art, hereinafte	er designated as
the CONTRACTOR, and the City of Norman	, a municipal corporation	on, hereinafte	er 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 swom, statement below must be signed and notarized before this Contract will become effective.

Contract # K-2324-64

IN WITNESS WHEREOF, the said parties of thands and seals respectively the day of	the First and Second Part have hereunto set their sections, 2023.
CORPORATE SEAL	Precision construction and control company Name
ATTEST:Corporate Secretary	BY President or Managing Partner
STATE OF Misson COUNTY OF MUSSON	
Contractor has not paid, given or donated or a	ct duly sworn, on oath says that (s)he is the agent Contract to the City. Affiant further states that agreed to pay, give, or donate to any officer or any of value, either directly or indirectly, in the
	President
Subscribed and sworn to before me this	day of September, 2023
	Caucadinemite
My Commission Expires: 01100104 Commission Number: 2034855	Notary Public TAYLOR LYN WHITE Notary Public - Notary Seal STATE OF MISSOURI
CITY OF NORMAN	Jackson County My Commission Expires: January 02, 2024 Commission # 20348557
Approved as to form and legality this <u>8</u> day of	Alexan
	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:

KNOW ALL MEN BT THESE PRESENTS:					
That we, <u>Precision Construction and Contracting LLC.</u> , as <u>Principal</u> , and <u>Hudson Insurance Company</u> , a corporation organized under the laws of the State of <u>Delaware</u> , 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 <u>Two Hundred and Eight Thousand</u> , <u>Eight Hundred Seventeen DOLLARS and No CENTS</u> , (\$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, 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					
NOW, THEREFORE, if the said <u>Precision Construction and Contracting LIG.</u> 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 #<u>B-2324-29</u>

ATTEST:	Precision Construction and Contracting LLC
Anular South	Sompany Name
Corporate Secretary	BY Cala
	Principal
ATTEST:	Hudson Insurance Company
E: Med	Surety Name
Corporate Secretary (Surety)	BY Much M. Johnson
	Surety Nicole M. Johnson, Attorney-In-Fact
STATE OF OKLAHOMA, COUNTY OF CLEVE	LAND, SS:
Before me, the undersigned, a Notary Public in and, 20 personally appeared person who executed the foregoing, and acknowled free and voluntary act and deed for the WITNESS my hand and seal the day and year last all	to me known to be the identical ged to me that executed the same as e uses and purposes therein set forth.
and your last a	
My Commission Expires: Commission Number:	Notary Public
	y of <u>Sent</u> , 2023.
	Merbale
	City Attorney
Approved by the Council of the City of Norman, thi	s, day of20
ATTEST:	
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 Co	orporation organi	ized und	ier the laws of	the State o	of Del	aware	. and
author	ized to	transact busi	ness in the State	of Okla	ahoma, as Sure	ty, are hel	d and f	irmly bound	unto
THE	CITY (OF NORMA	N, a Municipal	Corpor	ation and city	of the fir	st class	s, of the Sta	ate of
Oklah	oma, ii	n the full as	nd just sum of	Two	Hundred and	Eight Th	ousand	. Eight Hu	ndred
Seven	teen_D	OLLARS an	d <u>No</u> CENTS, (S	208,8	17.00), for the	payment	of whi	ch, well and	truly
to be 1	nade, w	e, and each	of us, bind ourse	lves, ou	r heirs, executo	rs and ass	igns, th	nemselves, a	nd its
succes	sors an	d assigns joi	ntly and severally	y, firmly	y by these prese	ents. Dat	ed this	T	_ day
of		, 20	0						
60 1									
The co	ondition	s of this obli	gation are such,	that wh	ereas, said Prin	cipal is th	e lowe	st and best b	idder
tor the	makin	g of the follo	wing city work a	ınd impi	rovements, viz.	:			

BENTLEY PARK TENNIS AND PICKLEBALL COURTS

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 #<u>B-2324-28</u>

ATTEST:	Precision Construction and Contracting LLC
	Company Name
Duran Smuth.	BY
Corporate Secretary	Principal
	, interpet
ATTEST: Low Own	Hudson Insurance Company
	Surety Name
Corporate Secretary (Surety)	BY MULM TUNNER
	Surety
	Nicole M. Johnson, Attorney-In-Fact
STATE OF OKLAHOMA, COUNTY OF CLEVEL	AND, SS:
Before me, the undersigned, a Notary Public in and f	or said County and State on this day of
, 20 personally appeared	to me know to be the identical
person who executes the foregoing, and acknowledg	e to me that executed the same as
free and voluntary act and deed for the uses	
WITNESS my hand and seal the day and year last ab	pove written.
	Notary Public
My Commission Expires:	
Approved as to form and legality this day of	
Approved as to form and legality this \mathcal{G} day of	Sonferter 2023
and the same of th	(A 0 0 0
	All Roale
	City Attorney
Approved by the Council of the City of Norman, this	s 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.	hereinafte
referred to as	the Pri	incipal, has entered	l into a cert	tain contract de	ated			, for
the constructi	on 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.

Bond No: HGMW-170-0295 Bond #MB-2324-17

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 its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this	day of	, 20
ATTEST:Corporate Secretary	Precision Construction Construction	ruction and Contracting LLC
Mailing Address of Principal:	BYPr	incipal
PO Box 1000		morpar
Lee's Summit, MQ 64064		rance Coompany Irety Name
		torney-in-Fact
STATE OF OKLAHOMA, COUNTY		cole M. Johnson
Before me, the undersigned, a Notary F	red	to me known to be the executed the same
My Commission Expires: Commission Number:		otary Public
Approved as to form and legality this		ty Attorney
Approved by the Council of the City of		
ATTEST:	Ma	ayor



POWER OF ATTORNEY

HGMW-170-0295

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

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. HUDSON INSURANCE COMPANY Dina Daskatakis Michael P. Cifone Corporate Secretary Senior Vice President STATE OF NEW YORK COUNTY OF NEW YORK, SS. On the 22nd March day of 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)

STATE OF NEW YORK COUNTY OF NEW YORK

day of

ANN MURPHY

No. 01MU6067553

Qualified in Nassau County Commission Expires December 10, 2025

Notary Public, State of New York

CERTIFICATION

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 agenta, 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

Dina Daskalakis, Corporate Secretary



R-2324-47

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.

Contractor	Bid Amount
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

<u>RECOMMENDATION</u>: 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