



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 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

ROLL CALL

MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF MINUTES FROM FEBRUARY 1, 2024 PARK BOARD MEETING

RECOGNITION

2. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE RECOGNITION OF NADEZDA (NADA) ALVAREZ SAVIC, A DEDICATED COMMUNITY VOLUNTEER TARGETING LITTER REDUCTION AND ENVIRONMENTAL ENHANCEMENT

DISCUSSION ITEMS

3. CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED COUNCIL ACTIONS

REPORTS

4. ANNUAL PRESENTATION FROM WESTWOOD GOLF

ACTION ITEMS

5. CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF WESTWOOD GOLF AND POOL PRICE INCREASE

MISCELLANEOUS ITEMS

PUBLIC COMMENTS

This is an opportunity for citizens to address the Norman Board of Parks Commissioners. Due to Open Meeting Act regulations, the Commissioners are not able to participate in discussion during public comments. Remarks should be directed to the Commissioners as a whole and limited to three minutes or less.

ADJOURNMENT

The Norman Board of Parks Commissioners of the City of Norman, Cleveland County, State of Oklahoma, met on the 1st day of February 2024 at 5:30 p.m., and notice and agenda of the meeting were posted at 201 West Gray Street - 24 hours prior to the beginning of the meeting.

ROLL CALL

Present: Chair Sheriff and Commissioners Davison, Isacksen, Moxley, Sallee, and Usry

Absent: Commissioners Ross, Wright, and One Vacancy

City Officials

Present: Jason Olsen, Director of Parks and Recreation
James Briggs, Park Development Manager
Veronica Tracy, Recreation Manager
Wade Thompson, Parks Manager
Mitchell Richardson, Recreation Supervisor
Karla Sitton, Administrative Technician IV

ITEM 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF MINUTES FROM DECEMBER 7, 2023, PARK BOARD MEETING

Commissioner Isacksen made the motion, and Commissioner Sallee seconded to approve the December 7, 2023, Park Board minutes. The vote was taken with the following results:

YEAH: Chair Sheriff and Commissioners Davison, Isacksen, Moxley, Sallee, and Usry

NAY: None

ITEM 2, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED COUNCIL ACTIONS

Mr. Jason Olsen, Director of Parks and Recreation, highlighted the previously approved Council actions pertaining to the Parks and Recreation Department as follows:

- Declaration of an Emergency to Repair the Norman Transit Center at 320 E. Comanche Street with Cavins Construction and Environmental Group in the amount of \$124,033.46.
- Amendment One to Contract K-2324-14 between the City and Norman Affordable Housing Corporation, Inc., in the amount of \$100,515.23 for a total contract amount of \$200,515.23 for the acquisition of property for affordable housing.
- Contract K-2324-121 between the City and Norman Arts Council for a Service Agreement for the 2024 Artful Inlets Project.
- Resolution R-2324-113 transferring \$125,000 from the Parks Administration Division Minor Equipment and Tools Account to the NEET Easement Vegetation Replacement Project to be used for the planting of trees in various parks.
- Resolution R-2324-117 with ODOT approving the payment of \$1,611,683 for the Flood Avenue Multimodal Path along Tecumseh Road and Flood Avenue from 24th Avenue NW, east to Flood Avenue and South to Robinson Street.
- Proclamation P-2324-23 Proclaiming Monday, April 22, 2024, as Earth Day and March 22 through May 19, 2024, as Green Norman Ecomonth in the City of Norman.
- Ordinance O-2324-45 amending Article 20-XXX Special Events of the City Code to include a film or television production event as a type of special event, establish a film permit and associated fee, allow

complete street closures for limited durations, make corrections to grammar, section references and formatting.

- Contract K-2324-92 between the City and Pitzer's Lawn Management Inc. for Emergency Snow Treatment Services.
 - Contract K-2324-130 between the City and MTS Brushhogging, Dozer & Lawn LLC for Emergency Snow Removal.
 - Resolution R-2324-125 conducting and closing a public hearing to determine appropriate action for abatement or condemnation of 3104 Woodcrest Creek Drive, as a public nuisance and order city services to be disconnected for a period of six months.
 - Contract K-2324-124 between the City and High Flyer Holdings, Inc., in the amount of \$940,000 for the purchase of real property located at 5451 Huettner Drive.
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ITEM 3, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF LAND OR FEE IN LIEU OF PARK LAND FOR THE WHISPERING TRAILS PUD ADDITION

Mr. James Briggs, Park Development Manager, said the Whispering Trails PUD Addition is located north of Indian Hill Road between 36th Avenue NW and 48th Avenue NW. He said in 2010, Whispering Trails Addition PUD was platted with 288 single-family lots. The addition would have generated a parkland dedication requirement of 1.89 acres at this density.

The revised plat now being presented contains 252 units of multi-family housing (either apartment or duplex), which calls for a parkland dedication of only 1.1151 acres. There is now a larger amount of commercial development in the rest of the plat; however, the streets in Whispering Trails are connected internally to those in the adjacent Redland Addition (a plat approved last year by the Park Board). The public park in Redlands is the western end of a linear park that stretches along the northern boundary of the developments in this area, across 36th Avenue NW, continuing east to the area set aside west of 36th Avenue to create a "Gateway Park" area at the border of Moore and Norman. The fees collected from Whispering Trails would be used to purchase a portion of the land for this linear park between the Redlands Park site and the 36th Avenue park area in the Commerce Parkway Addition, approved years ago.

When completed, Whispering Trails Addition's building permits will generate \$18,900 in Neighborhood Park Development Fees and the same amount in Community Park Development Fees.

Staff recommends a fee in lieu of land decision for the revised preliminary plat of Whispering Trails Addition PUD.

Commissioner Davison made the motion, and Commissioner Isacksen seconded approving a fee in lieu of land decision for the revised preliminary plat of Whispering Trails Addition PUD. The vote was taken with the following results:

YEAH: Chair Sheriff and Commissioners Davison, Isacksen, Moxley, Sallee, and Usry
NAY: None

ITEM 4, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF THE PLAN FOR THE NEW NORMAN STORMWATER PARK PROJECT

Mr. Jason Olsen, Director of Parks and Recreation, said the City acquired property on Alameda Street at the Carter Avenue intersection (east of Porter). He said a few months ago that, the staff completed a survey to g

input on what a future park could look like in that area. Mr. Olsen said the City hired the Planning Design Group (PDG) to work with the Parks and Recreation and Stormwater Staff to design a new park that will focus on educating the public about how the City of Norman deals with stormwater flow and detention. The design process will include citizen input, with the final product anticipated to include both recreational areas and educational signage that work together to demonstrate different methods of handling floodwaters while being able to use the area for other purposes when there is no water flowing through the site.

Mr. Geoff Evans, PDG, distributed a proposed design and pictures of park amenities that could be installed at the Norman Nature Park to include a nature-themed playground, nature pavilion, boardwalk/wetland, rain garden, nature trail, expanded creek capacity, parking area and signage (arrival and educational). He said a creek runs through the property site, and the land area is complicated due to stormwater. Mr. Evans said the proposed design modifies the stream and increases the stormwater capacity; therefore, PDG revised and used the 2021 Stormwater Master Plan, completed hydrology studies, prepared geotech reports, and did environmental studies to determine the impact on stormwater runoff and soil conditions as well as make sure not to disturb any wildlife or animal habitats. He said PDG would also work with FEMA and the Corps of Engineers to obtain required permits. Mr. Evans said the project construction budget is \$1.2 million and highlighted the itemized costs. He said PDG is at 90 days to complete the construction drawing; however, approvals will need to be obtained from FEMA and the Corps of Engineers, and that timeframe could be 90 days to six months, depending on if they require more studies/work.

Mr. Olsen said that when the City obtained this property, we also inherited a billboard sign (located on Alameda Street) and that the contract with the company would expire in early 2025. He said that rather than pay out the contract, the staff decided to proceed with the design and permitting process.

The motion was made by Commissioner Moxley and seconded by Commissioner Usry to recommend the proposed Norman Nature Park design. The vote was taken with the following results:

- YEAH: Chair Sheriff and Commissioners Davison, Isacksen, Moxley, Sallee, and Usry
NAY: None
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ITEM 5, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF ANNUAL CONTRACTS WITH COMMUNITY PARTNERS AT THE YOUNG FAMILY ATHLETIC CENTER

Mr. Jason Olsen, Director of Parks and Recreation, said Sooner Swim Club (SSC) signed a Community Partner Agreement and wanted to share the information with the Park Board. He said SSC agrees to pay the City \$15 per lane per hour for the first 3,500 hours of use and \$12.50 per hour thereafter for using the YFAC natatorium for club swimming practices. SSC also agrees to pay the City a minimum of \$50,000 annually for using the YFAC, and Mr. Olsen said he is confident SSC will exceed \$50,000 annually. Mr. Olsen said SSC will also split (75-25) any gross revenue collected from any city-approved swimming event at the YFAC and pay the 25% gross revenue within 30 days of the event.

Chair Sheriff asked whether the City provides lifeguards for SSC meets, and staff said yes. Commissioner Isacksen felt that SSC's providing their schedule would help the City ensure enough open community swim time, and staff agreed.

Commissioner Moxley left the meeting at 6:11 p.m.

Mr. Olsen said the City has an agreement with Crowd Management Services (CMS) to provide security at big events scheduled at the YFAC. He said the City would require group(s) reserving the YFAC to use CMS for security, including using walk-through and/or hand-held metal detectors. Mr. Olsen said CMS would provide workers' compensation insurance, including employer liability insurance, with a limit of \$1 million. He said the YFAC rental fee(s) collected from the groups(s) should cover the CMS expenses. Mr. Olsen said that CMS would not be providing security during the smaller local league events at this time. He said Norman Public Schools (NPS) uses and highly recommends CMS to the City. Chair Sheriff asked if CMS would provide the metal detectors, and staff said no; they were part of the construction budget, and the City owns them.

ITEM 6, being:

ANNUAL PRESENTATION FROM THE SANTA FE DEPOT

Ms. Shari Jackson, Executive Director of The Depot, highlighted the annual presentation to the Board and provided financials to the Board before the meeting. She said 20,000 attended the 2023 Summer Breeze concerts, and 700 attended concerts at the Depot. Ms. Jackson said The Depot had 20,000 gallery guests that attended new artist exhibits, receptions in conjunction with the 2nd Friday Art Walk, and/or art clinics, chats, and workshops. She said The Depot's newest program is Third Thursday Comedy Night, which features comedy in a variety of forms, from standup to sketch, to improve.

Ms. Jackson highlighted the revenue sources as including Depot rentals (\$52,737), membership program (\$10,553), program partners/donors (\$40,863), and art and ticket sales (\$34,437). She said she appreciates all the Park Staff's work at The Depot and with the Summer Breeze Concert Series at Lions Park.

Commissioner Isacksen asked about the increase in wages, and Ms. Jackson said she was able to hire an employee to work during gallery hours and another to work on Saturdays and/or weekends. Chair Sheriff asked when the gallery was open to the public, and Ms. Jackson said it was open from 10 am to 2 pm, Wednesday to Saturday.

The Board acknowledged the presentation.

ITEM 7, being:

ANNUAL PRESENTATION FROM THE LITTLE AXE YOUTH SOFTBALL ASSOCIATION

Ms. Tiffany Earhart, Little Axe Youth Sports (LAYS) President, gave the annual presentation to the Board and provided financials before the meeting. She highlighted the 2023 season league and tournament activity and the fee structures. Ms. Earhart said LAYS continued a partnership with the Little Axe High School coach and was able to utilize the high school fields for a couple of events with Big Show Productions. She said due to those events, LAYS was able to give \$1,000 to the high school softball program. Ms. Earhart said LAYS left the Washita Valley League but still had the highest number of boys come out for baseball. She said LAYS was sanctioned with the Babe Ruth Organization and participated with the North Canadian Athletic Association (NCAA) for league play. She said baseball had 65 participants, softball had 12, and 10 adult volunteers hosted 15 tournaments.

Commissioner Isacksen said utilities have generally been \$2,000 per year and asked why the utilities were \$8,400 in 2023. Ms. Earhart said there is a possibility the entry was miscoded; however, she would look into it and provide additional information.

The Board acknowledged the presentation.

ITEM 8, being:

NORMAN FORWARD UPDATE

Young Family Athletic Facility (YFAC)

Mr. Jason Olsen, Director of Parks and Recreation, said on February 19th at 10:30 am, City Staff, the Norman Arts Council, and artist Vito DiBari will dedicate the Norman Forward art "Elevate the Game," and a ribbon cutting is scheduled at 3:30 pm. He said participants could watch a short video and hear from Mayor Heikkila and other notable speakers. Mr. Olsen said YFAC Staff would be onsite to give tours and provide membership information to interested people. He said a VIP event would begin at 5:00 p.m. on the second floor of the YFAC in the Norman Regional Health System (NRHS) space, where hors d'oeuvres would be served. He invited the Board to attend the art dedication, ribbon cutting, and VIP event and said the VIP event would not be open to the public.

Bentley Park

Mr. Olsen said work continues on Bentley Park's playground, sidewalks, and pickleball courts. He said the final court surfacing would be in the spring when temperatures are appropriate for proper curing. All other park furniture has been ordered and is expected to arrive soon. He said the park walking trail, basketball court, and all signs and landscape elements will be built as weather permits this winter and spring in preparation for a park opening in late spring.

ITEM 9, being:

DIVISIONAL UPDATES

Mr. James Briggs, Park Development Manager, said work continues at the Cleveland County Historical House to replace several baluster pieces and railing on the front porch. He said work continues at the Falls-Lakeview and Sunrise Parks and Council will consider awarding playgrounds at their next meeting. Parks. Mr. Briggs said the Forestry Division has been pruning trees in the Downtown and Campus Corner areas to raise the canopies and planting trees in several City parks and City Property along 12th Avenue SE between Lindsey Street and Constitution Street. He said Davey Resource Group continues to review Norman's Tree Ordinance and begin work on an urban tree inventory, which will help produce an Urban Forest Master Plan for Norman. Mr. Briggs said an RFP was sent out, and staff will begin interviewing design firms to work on a Westwood Park Master Plan for the golf clubhouse, maintenance, cart barn, tennis pro shop, and parking areas. He said staff continues working simultaneously with the AIM Norman Comprehensive Plan design team to review and discuss city parks, trails, and open spaces to update our Park Master Plan.

Mr. Jason Olsen, Director of Parks and Recreation, said the Daddy Daughter Dance is on February 10th at Embassy Suites, and the Mom Prom is on May 4th at The Noun. He said the Young Family Athletic Center (YFAC) memberships and swim lessons could be purchased at www.yfac.com. Mr. Olsen said the annual Shamrock Off-Road 5K and 1-mile Fun Run is scheduled on March 2nd at Ruby Grant Park.

Mr. Wade Thompson, Parks Manager, said staff pretreated City parking lots and sidewalks for the recent big winter event and repaired frozen pipes at Ruby Grant Park. He said staff has been helping move furniture at YFAC, recently started preparations to pour a 150-foot sidewalk at Kiwanis Park, replacing a bridge at Castlerock Park, and will begin replacing broken playground pieces at Castlerock, Colonial Commons, Reaves, Songbird, and William Morgan Parks.

MISCELLANEOUS DISCUSSION

Commissioner Sallee asked when the Norman Forward Saxon Park Project Ad Hoc meetings would begin. Mr. Jason Olsen, Director of Parks and Recreation, said staff will re-engage with the design team, and meetings should begin late spring to early Summer.

Chair Sheriff said she attended the AIM Norman Comprehensive Plan Parks Sub-Committee meeting on January 9th and encouraged the Commissioners to take the AIM Norman monthly online surveys. She said they could go to www.aimnorman.com and said the February survey is about Norman parks and recreation programs. Mr. Olsen said staff will bring the AIM Norman proposal to a future Park Board meeting.

PUBLIC COMMENTS

None.

ADJOURNMENT

Chair Sheriff adjourned the meeting at 6:57 p.m.

Passed and approved this _____ of _____ 2024

Sherrel Sheriff, Chair

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1920-91: BY AND BETWEEN THE CITY OF NORMAN AND FREESE AND NICHOLS, FOR THE DESIGN OF THE JENKINS AVENUE WIDENING PROJECT – IMHOFF ROAD TO LINDSEY STREET IN THE AMOUNT OF \$152,345 FOR THE 2019 BOND PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: Tim Miles, Capital Projects Manager

PRESENTER: Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1920-91: BY AND BETWEEN THE CITY OF NORMAN AND FREESE AND NICHOLS, FOR THE DESIGN OF THE JENKINS AVENUE WIDENING PROJECT – IMHOFF ROAD TO LINDSEY STREET IN THE AMOUNT OF \$152,345 FOR THE 2019 BOND PROJECT.

BACKGROUND:

On April 2, 2019, the citizens of Norman voted in favor of a \$72 million transportation bond issue, which includes nineteen (19) projects. With the anticipated \$67 million in federal dollars being leveraged for these projects, approximately \$139 million is budgeted for the nineteen (19) projects (please see the attached project list and map showing the approved projects).

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. The selection committee consisting of three (3) City staff and two (2) citizens "shortlisted" nine (9) consultant teams for interviews, which were held on October 2, 2019. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- Cowan Group, Oklahoma City
- Freese and Nichols, Oklahoma City
- MacArthur Associated Consultants, Oklahoma City
- Olsson Associates, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance on their current projects and capabilities of their firm to complete a specific project.

On November 26, 2019, City Council awarded the consultant design contract for the Jenkins Avenue Widening Project to Freese and Nichols of Oklahoma City in the amount of \$827,005.

On September 8, 2020, the Norman City Council approved Programming Resolution R-2021-46 requesting federal funds for the Jenkins Avenue Widening Project. This resolution states the

City's commitment to adhere to the terms and conditions of a federally funded project, including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of \$7,500,000 in federal funds, and administration of the construction with the matching share (20%) from the City of Norman.

On June 14, 2022, City Council approved the on-call right-of-way acquisition services contract for the Jenkins Avenue Widening Project to Pinnacle Consulting Group, Inc. (Pinnacle) of Oklahoma City in the amount of \$74,500.

On May 23, 2023, City Council accepted the first four (4) easements from two (2) properties on the project in the amount of \$23,746.

On June 13, 2023, City Council accepted a private utility easement for ONG and a public utility easement, both within Reaves Park, for the purpose of relocating existing overhead utilities underground.

On September 12, 2023, City Council accepted eight (8) easements from three (3) properties on the project in the amount of \$15,734.

On January 9, 2024, City Council approved Contract K-2324-127, a Memo of Understanding by and between the City of Norman and the University of Oklahoma regarding a partial exchange of land and payment to the University of Oklahoma for right-of-way and easements for the Jenkins Avenue Widening Project in the amount of \$827,300.

The City's current construction cost estimate for the project is \$9,755,000 plus 12% Construction Engineering (\$1,170,600) for a total of \$10,925,600. Based on this amount, City 2019 Bond Funds will pay \$3,425,600 or 31% and federal funds will pay \$7,500,000 or 69% of construction and construction management costs. Federal funds have been secured for federal fiscal year 2023-2024 (FFY 2024). City staff anticipates a fall 2024 bid opening with construction starting in early of 2025.

DISCUSSION:

The proposed agenda item is a contract amendment with Freese and Nichols to include additional design scope items that were determined necessary after the project was originally scoped. A detailed breakdown is outlined in the attached Contract Amendment 1, as well as summarized below.

Initially, this project was intended to be a City-funded project, but after other 2019 Bond Projects were not ranking high enough to receive federal funds and this project was ranking high when we evaluated it, City staff decided to pursue and later received the maximum amount of federal funds for this project, which is \$7,500,000. As a result, additional plan submittals and information are required, which resulted in additional design effort.

High land valuations along Jenkins Avenue required staff to minimize right-of-way acquisitions and utilize more temporary construction easements and/or utility easements outside of the right-of-way required for the project. As a result, a larger number of easements were required, which resulted in more Professional Land Surveyor effort. This use of smaller, less expensive

easements resulted in substantial land cost savings for the project, but did increase our consultant fees. Both the residential landowners and the University of Oklahoma were appreciative of these efforts to minimize the project footprint and preserve the surrounding area.

The total scope increases and one scope decrease resulted in an increased fee of \$152,345 for Freese and Nichols in Amendment 1. This amendment resulted in an 18% fee increase over the original contract amount for a total design fee of \$979,350 (\$827,005 original fee + \$152,345 AMD #1), which is still under the project design budget amount of \$1,073,456.

Funding for Amendment 1 to Contract K-1920-91 design services in the amount of 152,34 is available in the Jenkins Avenue Widening Bond Project (BP0417), Design (Account 050-9419-431.62-01).

RECOMMENDATION:

Staff recommends approval of Amendment 1 to contract K-1920-91 with Freese and Nichols for design engineering of the Jenkins Avenue Widening Project – Imhoff Road to Lindsey Street in the amount of \$152,345.



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Tim Miles
201 West Gray, Bldg. A
P.O. Box 370
Norman, Oklahoma 73069

FNI PROJECT NO. NRN19719
CLIENT CONTRACT REFERENCE K-1920-91
DATE: 2/05/2024

Project Name: 2019 Bond Projects Program Management
Jenkins Avenue – from E Lindsey St. to Imhoff Rd.

Description of Services:

ACOG Deliverable Conversion: \$54,350

Includes additional effort needed to convert the project over to an ODOT delivered project including modifications to the existing submittals captured in the original contract of 30%, 60%, 90%, and PS&E. Additional effort to include:

- Repackaging of the current plans to submit to ODOT as a 30% Plan Submittal and a 60% Plan Submittal
- ProjectWise integration and Coordination – covers the ODOT requirements for plan submittals into the ProjectWise system
- Coordination with ODOT Environmental and ODOT Environmental sub-consultant on the NEPA documents with revisions to the NEPA footprint
- Addressal of ODOT Local Government Division and City plan comments
- QC Letters and AWP cost estimate generation

Includes the additional required submittal for 65% R/W Plans, not captured in the original contract. Plan submittal shall include:

- Title Sheet, Typical Sections, Roadway Plan & Profile sheets with Station/Offset callouts on proposed R/W, and updated annotated cross sections

Additional Stakeholder Involvement: \$12,800

Adds additional scope to the existing contract task for Public Meetings & Stakeholder Involvement including:

- Ten (10) additional monthly meetings with OU & City staff including coordination, attendance, and minute generation
- Ten (10) additional monthly meetings with City Staff and the Program Manager

Additional Survey: \$7,900

Collection of additional survey needed for:

- Addition of the new Stinson Street realignment adjacent to the OU Jenkins Parking Garage
- Realignment of Timberdell Road to be a skewed intersection
- Additional survey boundary length along the west end of Imhoff Road related to the extended length of tie-in for the realignment of the Imhoff Road/Constitution Street realignment

Additional Traffic Study Alternative Evaluations, Reaves Park/Environmental Coordination, Utility Coordination, Design Revisions and R/W Coordination: \$58,515

Traffic Study Alternative Evaluations (\$9,395):

- Reviewed a City provided traffic study to incorporate projected traffic conditions into the Traffic Analysis report
- Coordinated with OU/City Staff on additional development along the corridor
- Performed trip generation, distribution, and assignment of the proposed developments to incorporate into the current traffic study
- Developed additional peak traffic generation alternatives to evaluate the impact on the adjacent roadway for simultaneous event release along Jenkins from the Noble Center and Reaves Park along with the additional site generated traffic from full build out along the corridor

Reaves Park/Environmental Coordination (\$3,600):

- Coordinated with the design consultant for the Reaves Park expansion to include storm drain design and flatwork
- Provided, received, and evaluated base files for the park and Jenkins Avenue
- Coordinated meetings between the Park design consultant and FNI
- FNI coordinated and sent latest design base files to ODOT's contracted environmental consultant for noise studies and assisted with any additional relevant information
- FNI attended and participated in additional environmental coordination meetings with the City, and ODOT

Additional Utility Coordination (\$6,750):

- Evaluated and provided base files and flatwork coordination
- FNI coordinated, attending meetings, reviewed and provided feedback for proposed City water line, OU, AT&T and OG&E utility relocation plans and utility identification

Design Revisions (\$18,650):

- Provided various intersection design alternatives and roadway configurations pre-30% submittal, beyond the roundabout and signalized options at the Jenkins and Imhoff Rd/Constitution St intersections which were included in the original scope of work
- Facilitated design revisions related to OU and property owner needed adjustments at Stinson and Timberdell along with revisions to the easternmost leg of the roundabout at the newly realigned Imhoff Road and Constitution Street intersection due to OU feedback
- Coordinated and modified the design to include median breaks to accommodate adjacent driveway access
- The City coordinated with FNI about the potential removal of the roundabout realignment improvements. FNI updated the design to reflect this option and to begin the southern project approximately 150-feet south of the Constitution Street intersection
 - o Removal of any improvements to Imhoff Road and the intersection
 - o Redesign of Constitution Street approximately 1,100-feet east of the intersection

R/W Coordination (\$3,550):

- Coordinated R/W and easement documents amongst the City, City's R/W acquisition sub-consultant (Pinnacle) and our surveyor sub-consultant (Lemke)
- Considerations accounted for in this process involved coordination, reviewing proposed utility relocation and updates to the project's R/W linework & areas
- Coordination was with the City Public Works, City Utility, OU Utility, franchise utility owners and adjacent property owners
- FNI to reevaluate R/W and easement needs based off updated design revisions

City Water Line Vault Design and Relocation (\$16,570):

- Identified an existing 10'X15' water line vault approximately 50-feet south of Headington Hall along the east side of Jenkins Ave. The vault has water meters, valves and an access manhole that would be in conflict with the proposed trail and other utility relocations
- Coordinated and designed the vault's relocation to avoid proposed conflicts with this project's improvements
- Coordinated with ODOT for integration of City water line standards into the roadway project for bidding and construction

Bidding and Construction Phase Services: -\$30,090

Due to this project being switched from a City Bid and Constructed project to an ODOT delivered project, the original scope of work for Bidding and Construction Phase services will be reduced with scope modified as follows:

Items remaining:

- PreBid Meeting attendance
- Bid Phase Coordination
- Construction Phase Coordination – assumed services include:
 - o Response to 3 RFI's
 - o 2 Plan Revisions
 - o General Coordination effort

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Services to remain yield a cost of \$6,370. Original task amount for Bid/Construction/Record drawings was \$39,130 subtracting out the remaining items above (\$6,370) and the needed funds for the Record drawings (\$2,670), leaves \$30,090 to be repurposed.

Additional Easement Documents: \$48,870

The original scope provided for 36 documents. The new plans call for 113 documents resulting in 77 additional documents.

There will also be additional property ownership research needed to confirm all properties since the original research was performed in 2019. In addition, new easement research will need to be performed.

Services to remain from the original contract included \$10,560 for R/W Documents. The Surveyor's Amendment for the additional total 77 documents is \$59,430 which includes (and to not exceed) \$10,000 towards future revisions to easement documents. Subtracting the original (\$10,560) from \$59,430 leaves a total of \$48,870.

Amended Deliverables: Deliverables will be per the original contract except as modified or noted above.

Amended Schedule: Schedule of this work shall be as agreed upon by the City project manager.

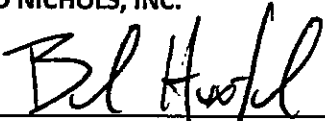
Compensation shall be amended as follows: A lump sum amount of one hundred fifty-two thousand, three-hundred forty-five dollars (\$152,345).

Current Contract Amount:	\$827,005.00
Amount of this Amendment:	\$152,345.00
Revised Total Amount Authorized:	\$979,350.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

CITY OF NORMAN

BY: 

BY: _____

BRANDON HUXFORD

Print Name

Print Name

TITLE: VICE PRESIDENT

TITLE: _____

DATE: 3/8/24

DATE: _____

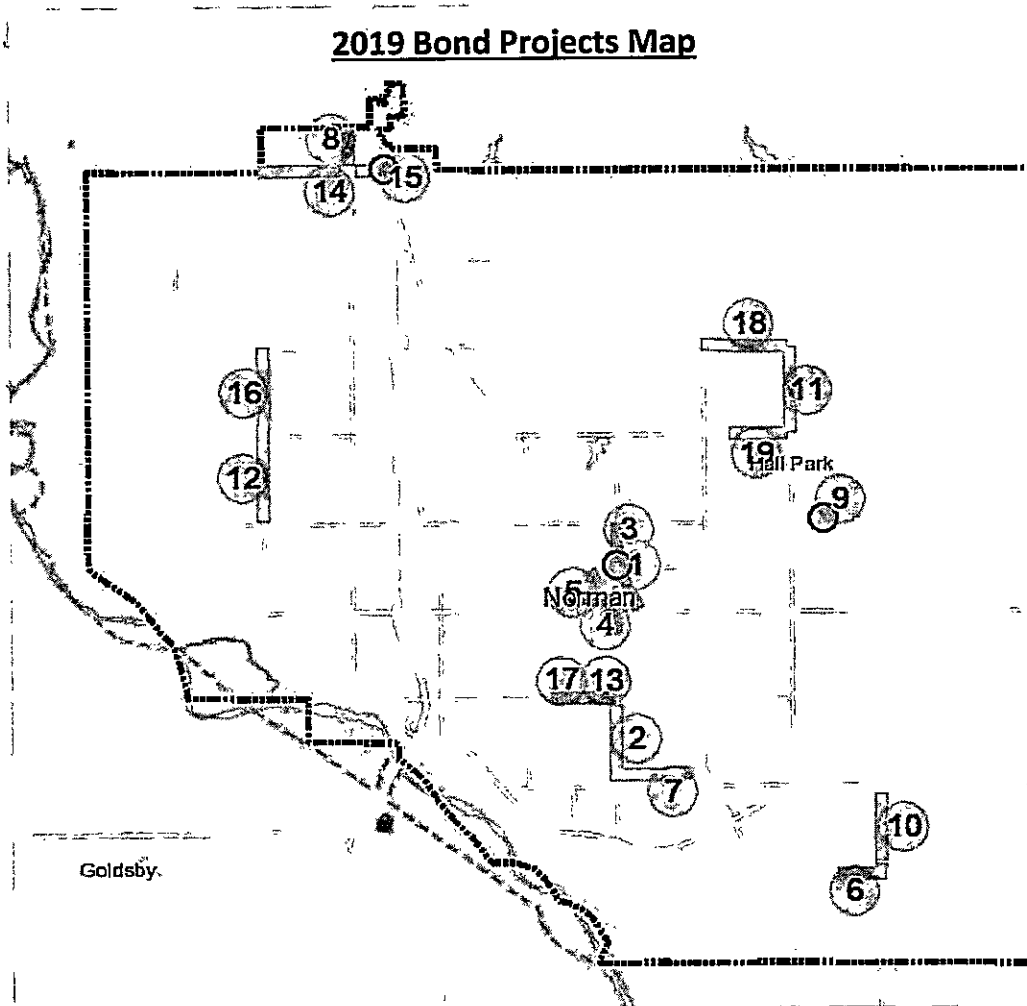
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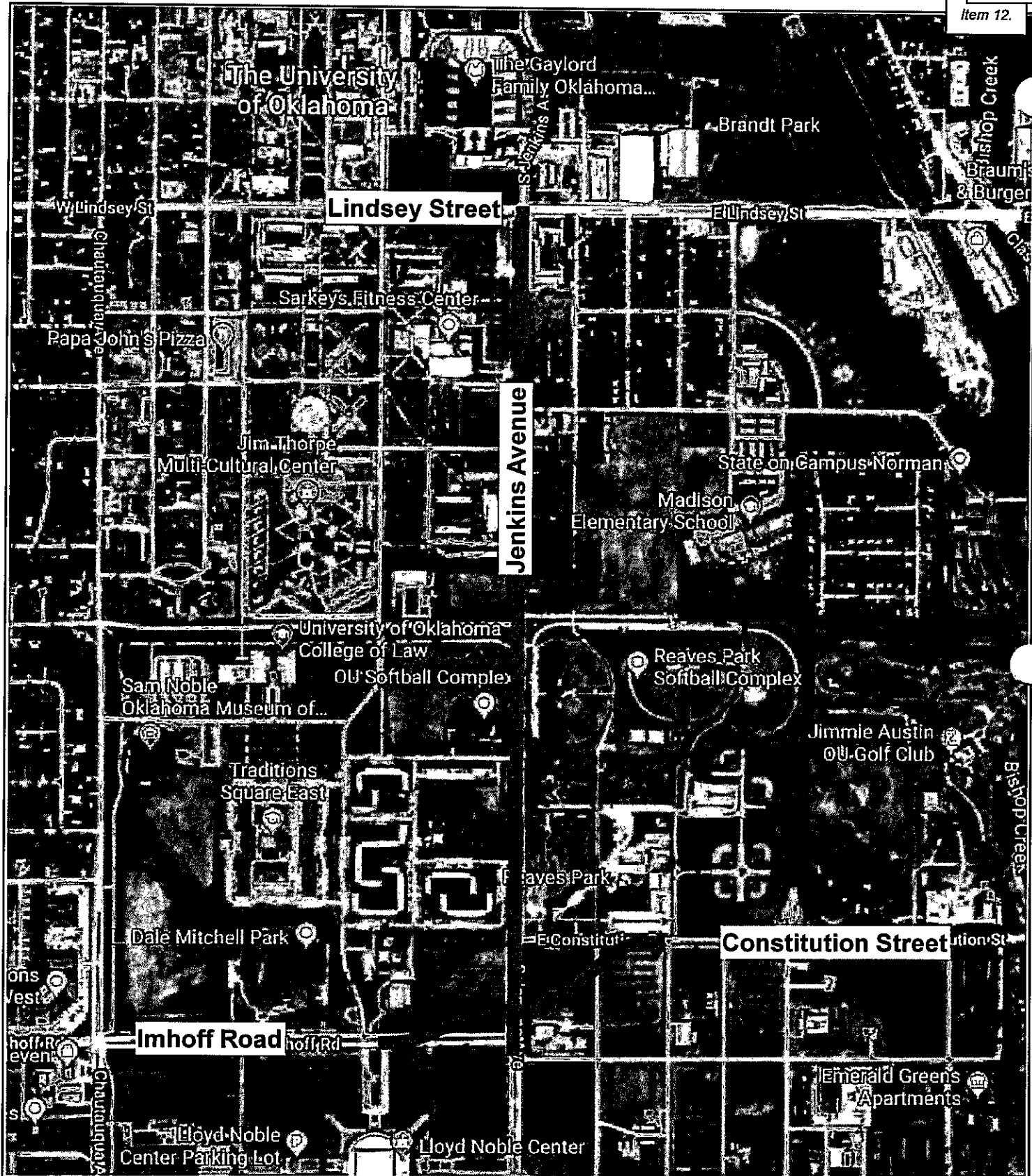
KEVIN JOHNSON

Print Name

TITLE: CORPORATE SECRETARY

2019 Bond Projects List		
Construction Year	Project No. on Map	Project Location
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE





Jenkins Avenue Widening Project Location Map



File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-125: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF \$220,000, MAINTENANCE BOND MB-2324-48, PERFORMANCE BOND B-2324-48; AND STATUTORY BOND B-2324-49 FOR THE SUNRISE PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-107 GRANTING TAX EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-125: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF \$220,000, MAINTENANCE BOND MB-2324-48, PERFORMANCE BOND B-2324-48; AND STATUTORY BOND B-2324-49 FOR THE SUNRISE PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-107 GRANTING TAX EXEMPT STATUS.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which funds various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve existing neighborhood parks. The funds for this project are “pay-go,” meaning projects can only be completed once the funds are available. The overall NORMAN FORWARD Neighborhood Park improvement plan was presented to the Board of Park Commissioners in March 2017 and then to the City Council in May 2017 for approval.

DISCUSSION:

On October 27th and November 10th, 2023, RFP Number 2324-26 for the Sunrise Park Playground Project was advertised in the *Norman Transcript*. Requests for proposals were distributed directly to seven playground equipment vendors, six of whom responded with complete proposals.

Parks and Recreation staff carefully evaluated the playground proposals based on providing the optimum number of diverse play events, overall play areas, and age appropriateness for the neighborhood. The play equipment we have chosen maximized play value for all ages by incorporating multi-level play decks, net climbers, stand-alone spinners, climbing components, slides, and swings for all ages and a wide range of abilities. This combination of equipment allows children of all ages to enjoy the equipment in various ways. The unique features of the design set it apart from other proposals and make the playground even more innovative and able to accommodate a range of ages and abilities on this equipment. All bidders were asked to maximize the \$220,000 playground budget and include accessible features in their proposal.

When the different projects were compared, it was determined that the playground offered by Happy Playgrounds LLC presented the most significant number and variety of play features versus the total price.

Staff recommends awarding Contract Number K-2324-125 to Happy Playgrounds LLC, in the total amount of \$220,000 for the Sunrise Park Playground Project.

RECOMMENDATION 1: It is recommended that Request for Proposal RFP 2324-26 be awarded to Happy Playgrounds LLC in the amount of \$220,000 for the Sunrise Park Playground Project. The funding of \$220,000 is available for this project in the Norman Forward Neighborhood Parks Improvement Project, Construction (account 51798830-46101; project NFP101).

RECOMMENDATION 2: It is further recommended that City Council approve Contract K-2324-125, Performance Bond B-2324-48, Statutory Bond B-2324-49, and Maintenance Bond MB-2324-48

RECOMMENDATION 3: It is further recommended that Happy Playgrounds, LLC, be authorized and appointed as project agent for the Sunrise Park Playground Project by Resolution R-2324-107 to avoid payment of sales tax on equipment and materials purchases related to the project.

Contract # K-2324-125

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Happy Playgrounds, LLC, hereinafter designated as "Contractor", and the City of Norman, a municipal corporation, hereinafter designated as "City".

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:

SUNRISE PARK PLAYGROUND

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, in 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 Twenty Thousand DOLLARS and No CENTS (\$220,000.00);

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:
 - i. 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
 - ii. The Notice to Bidders published in the Norman Transcript October 27 and November 10, 2023; the Request for Proposal (RFP 2324-27), containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal;

Contract # K-2324-125

each of said instruments on file in the office of the City Clerk of the City of Norman, 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.

- 2. The City shall make payments to the Contractor in the following manner:
 - i. 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, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
 - ii. On completion of all 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 this Contract and the 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 within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.
- 3. It is further agreed that the Contractor will commence said work within ten (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 City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

Contract # K-2324-125

4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

James Briggs
Park Development Manager
225 N. Webster Ave.
Norman, OK 73070

Contractor:

Kelli Collins
Title: Owner/Managing Member
8601 South Oxford Avenue
Tulsa, OK 74137

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

Contract # K-2324-125

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.
 - ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:
 - a. \$25,000 for loss of property arising out of a single act or occurrence.
 - i. \$125,000 per person for any other loss arising out of a single act or occurrence.
 - b. \$1,000,000 for any number of claims arising out of a single act or occurrence.
7. Miscellaneous:
- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
 - ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
 - iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
 - iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
 - v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.

Contract # K-2324-125

- vii. *Nondiscrimination:* Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.
 - viii. *Non-Waiver:* No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
8. The sworn statement below must be signed and notarized before this Contract will become effective.

[Signatures on following page]

Contract # K-2324-125

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the ____ day of _____, 20____. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CONTRACTOR

Corporate Seal

Happy Playgrounds, LLC
Company Name

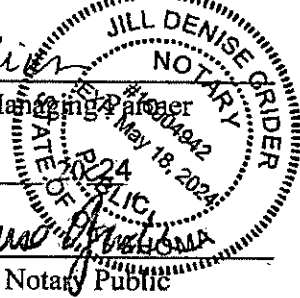
ATTEST: Jill Grider
Corporate Secretary

BY Kelli Collins
President or Managing Partner

STATE OF Oklahoma

COUNTY OF Tulsa

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

Kelli Collins
President or Managing Partner

Jill Denise Grider
Notary Public

Subscribed and sworn to before me this 20th day of February

My Commission Expires: May 18, 2024
Commission Number: 16604942

CITY OF NORMAN

Approved as to form and legality this ____ day of _____, 20____.

City Attorney

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

Mayor

ATTEST:

City Clerk

Bond # B-2324-49

STATUTORY BOND

Surety Bond No. 107884344

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the penal sum of Two Hundred and Twenty Thousand DOLLARS and No CENTS, (\$220,000.00), 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 2nd day of January, 2024.

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

SUNRISE PARK PLAYGROUND

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

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

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

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

Bond # B-2324-49
Surety Bond No. 107884344

ATTEST:

Brian J. [Signature]
Corporate Secretary

Happy Playgrounds, LLC
Company Name

BY [Signature]
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America
Surety Name

BY [Signature]
Surety
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 2nd day of January, 2024 personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledged to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 8-16-2024
Commission Number: 129058366

[Signature]
Notary Public


Approved as to form and legality this 26 day of February, 2024.

[Signature]
City Attorney

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

ATTEST:

Mayor

City Clerk

Bond # B-2324-48

PERFORMANCE BOND

Surety Bond No. 107884344

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of Two Hundred and Twenty Thousand DOLLARS and No CENTS, (\$ 220,000.00), 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 2nd day of January, 2024.

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

SUNRISE PARK PLAYGROUND

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

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

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

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

Bond # B-2324-48
Surety Bond No. 107884344

ATTEST:

Bruce J. Allen
Corporate Secretary

Happy Playgrounds, LLC
Company Name
BY Kelli Collins
Principal

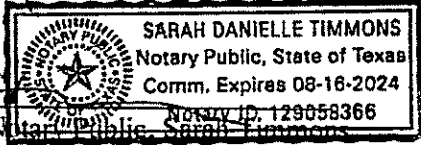
ATTEST:
Ashlyn Simchik
Corporate Secretary (Surety)
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America
Surety Name
BY SJMcccauley Jr
Surety
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of January, 2024 personally appeared Sean J McCauley, Jr. to me know to be the identical person who executes the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]


My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

[Signature]
City Attorney

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

ATTEST: _____
Mayor

City Clerk

Bond # MB-2324-48
Surety Bond No. 107884344

MAINTENANCE BOND

WHEREAS, THE UNDERSIGNED Happy Playgrounds, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated _____, 20____, for the construction of:

SUNRISE PARK PLAYGROUND

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 Travelers Casualty and Surety Company of America as a corporation organized under the laws of the State of Connecticut, 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 Twenty Thousand Dollars and No CENTS (\$ 220,000.00), 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 #MB-2324-48

Surety Bond No. 107884344

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 2nd day of January, 2024.

ATTEST: Bruce Call
Corporate Secretary
Happy Playgrounds, LLC
Company Name

Mailing Address of Principal:

8601 South Oxford Avenue
Tulsa, OK 74137

BY Heidi Collins
Principal

Travelers Casualty and Surety Company of America
Surety Name

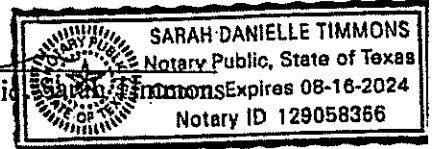
BY: Sean J McCauley, Jr.
Sean J McCauley, Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of January, 2024, personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Sarah Timmons
Notary Public



My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

Ashlynn Wilborn
City Attorney

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

Mayor

ATTEST: _____
City Clerk

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SEAN J MCCAULEY JR** of **DALLAS**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **January**, 2024



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

State of  Oklahoma

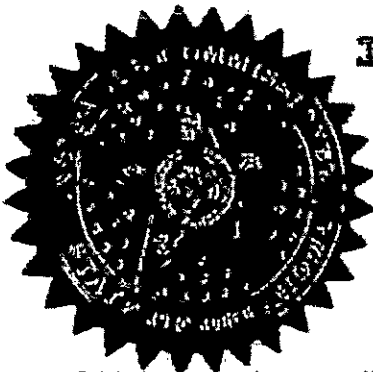
Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, the
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
a corporation organized under the laws of CONNECTICUT
and located at ONE TOWER SQUARE - 252 / CORP TAX
HARTFORD, CT 06183

having complied with the Insurance laws of Oklahoma, is hereby licensed and
authorized to transact the business of

ACCIDENT & HEALTH, PROPERTY, CASUALTY, MARINE, VEHICLE,
SURETY, WORKERS COMP

This Certificate of Authority shall be perpetual and automatically renewed as of
March 1st of every year, unless the insurer fails to qualify for renewal pursuant
to the requirements of Title 36 of the Oklahoma Insurance Code.



In Witness Whereof, I have hereunto set my hand
and caused the seal of my office to be affixed at the
City of Oklahoma City, State of Oklahoma, this

1st day of MARCH A.D. 2003


Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 0055

Item 3.
Item 15.

Resolution

R-2324-107

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING HAPPY PLAYGROUNDS, L.L.C., AS PROJECT AGENT FOR THE SUNRISE PARK PLAYGROUND PROJECT FOR THE CITY OF NORMAN.

- § 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 Happy Playgrounds, L.L.C., for the Sunrise Park Playground Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Happy Playgrounds, 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, Happy Playgrounds, L.L.C., to purchase materials which are in fact used for the playground equipment associated with the Sunrise Park Playground Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Happy Playgrounds, 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 _____ day of _____, 2024, did appoint Happy Playgrounds, L.L.C., who is involved with the Sunrise Park Playground 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 Sunrise Park Playground Project for the City of Norman.

PASSED AND ADOPTED THIS _____ day of _____, 2024

Mayor

ATTEST:

City Clerk



CITY OF NORMAN
Norman, Oklahoma
23 January 2024



TABULATION OF BID QUOTES
SUNRISE PARK PLAYGROUND PROJECT

The following is a tabulation of quotes received by the City of Norman for the Sunrise Park Playground Project.

Contractor	Bid Amount
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 1	\$220,000.00
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 2	\$220,000.00
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 3	\$220,000.00
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 4	\$220,000.00
ACS PLAYGROUND ADVENTURES INC. (TULSA, OK)	\$220,000.00
THE PLAYWELL GROUP, INC. (BOERNE, TX) —OPTION 1	\$291,921.29





THE PLAYWELL GROUP, INC.
(BOERNE, TX) —OPTION 2 \$251,335.51

CUNNINGHAM RECREATION
(CHARLOTTE, NC) \$219,999.30

PLAY BY DESIGN
(TULSA, OK) \$219,650.00

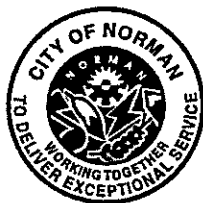
PLAY AND PARK STRUCTURES
(CHATTANOOGA, TN) —OPTION 1 \$254,234.88

PLAY AND PARK STRUCTURES
(CHATTANOOGA, TN) —OPTION 2 \$218,927.78



File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-126; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF \$135,000, MAINTENANCE BOND MB-2324-49, PERFORMANCE BOND B-2324-50; AND STATUTORY BOND B-2324-51 FOR THE FALLS LAKEVIEW PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-108 GRANTING TAX EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-126: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF \$135,000, MAINTENANCE BOND MB-2324-49, PERFORMANCE BOND B-2324-50; AND STATUTORY BOND B-2324-51 FOR THE FALLS LAKEVIEW PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-108 GRANTING TAX EXEMPT STATUS.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which funds various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve existing neighborhood parks. The funds for this project are “pay-go,” meaning projects can only be completed once the funds are available. The overall NORMAN FORWARD Neighborhood Park improvement plan was presented to the Board of Park Commissioners in March 2017 and then to the City Council in May 2017 for approval

DISCUSSION:

On October 27th and November 10th, 2023, RFP Number 2324-27 for the Falls Lakeview Park Playground Project was advertised in the *Norman Transcript*. Requests for proposals were distributed directly to seven playground equipment vendors, six of whom responded with complete proposals.

Parks and Recreation staff carefully evaluated the playground proposals based on providing the optimum number of diverse play events, overall play areas, and age appropriateness for the neighborhood. The play equipment we have chosen maximized play value for all ages by incorporating multi-level play decks, net climber, stand-alone spinner, spring rocker, climbing components, slides and swings for all ages, and a wide range of abilities. This combination of equipment allows children of all ages to enjoy the experience in various ways. The unique features of the design set it apart from other proposals and make the playground even more innovative and able to accommodate a range of ages and abilities on this equipment. All bidders were asked to maximize the \$135,000 playground budget and include accessible features in

their proposal. When the different projects were compared, it was determined that the playground offered by Happy Playgrounds LLC presented the most significant number and variety of play features versus the total price.

Staff recommends awarding Contract Number K-2324-126 to Happy Playgrounds LLC, in the total amount of **\$135,000**, for the Falls Lakeview Park Playground Project.

RECOMMENDATION 1: It is recommended that Request for Proposal RFP 2324-27 be awarded to Happy Playgrounds LLC, in the amount of \$135,000 for the Falls Lakeview Park Playground Project. The funding of \$135,000 is available for this project in the Norman Forward Neighborhood Parks Improvement Project, Construction (account 51798830-46101; project NFP101).

RECOMMENDATION 2: It is further recommended that City Council approve Contract K-2324-126, Performance Bond B-2324-50, Statutory Bond B-2324-51, and Maintenance Bond MB-2324-49.

RECOMMENDATION 3: It is further recommended that Happy Playgrounds, LLC, be authorized and appointed as project agent for the Falls Lakeview Park Playground Project by Resolution R-2324-108 to avoid the payment of sales tax on materials and equipment purchases related to the project.

Contract # K-2324-126

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20___, by and between Happy Playgrounds, LLC, hereinafter designated as "Contractor", and the City of Norman, a municipal corporation, hereinafter designated as "City".

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:

FALLS LAKEVIEW PARK PLAYGROUND

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, in 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: One Hundred and Thirty-five Thousand DOLLARS and No CENTS (\$135,000.00);

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:
 - i. 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
 - ii. The Notice to Bidders published in the Norman Transcript October 27 and November 10, 2023; the Request for Proposal (RFP 2324-27), containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal;

Contract # K-2324-126

each of said instruments on file in the office of the City Clerk of the City of Norman, 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.

2. The City shall make payments to the Contractor in the following manner:
 - i. 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, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
 - ii. On completion of all 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 this Contract and the 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 within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.
3. It is further agreed that the Contractor will commence said work within ten (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 City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

Contract # K-2324-126

4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

James Briggs
Park Development Manager
225 N. Webster Ave.
Norman, OK 73070

Contractor:

Kelli Collins
Title: Owner/Managing Member
8601 South Oxford Avenue
Tulsa, OK 74137

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

Contract # K-2324-126

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.
 - ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:
 - a. \$25,000 for loss of property arising out of a single act or occurrence.
 - i. \$125,000 per person for any other loss arising out of a single act or occurrence.
 - b. \$1,000,000 for any number of claims arising out of a single act or occurrence.
7. Miscellaneous:
- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
 - ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
 - iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
 - iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
 - v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.

Contract # K-2324-126

- vii. *Nondiscrimination:* Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.
 - viii. *Non-Waiver:* No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
8. The sworn statement below must be signed and notarized before this Contract will become effective.

[Signatures on following page]

Contract # K-2324-126

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the ____ day of _____, 20 _____. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CONTRACTOR

Corporate Seal

Happy Playgrounds, LLC
Company Name

ATTEST: Jill Grider
Corporate Secretary

BY Kelli Collins
President or Managing Partner

STATE OF Oklahoma)

COUNTY OF Tulsa)

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

Kelli Collins
President or Managing Partner

Subscribed and sworn to before me this 20th day of February, 20 24

Jill Denise Grider
Notary Public
DENISE GRIDER
NOTARY
#16004942
EXP. May 18, 2024
PUBLIC
STATE OF OKLAHOMA

My Commission Expires: May 18, 2024
Commission Number: 16004942

CITY OF NORMAN

Approved as to form and legality this 26 day of February, 20 24.

W. Lynn Williams
City Attorney

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

ATTEST:

City Clerk

Mayor

STATUTORY BOND

Bond # B-2324-51
Surety Bond No. 107884345

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 One Hundred and Thirty-five Thousand DOLLARS and No CENTS, (\$135,000.00), 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 2nd day of January, 2024.

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

FALLS LAKEVIEW PARK PLAYGROUND

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

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

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

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

Bond # B-2324-51
Surety Bond No. 107884345

ATTEST:

Brian Allen
Corporate Secretary

Happy Playgrounds, LLC
Company Name

BY Kelli Collins
Principal

ATTEST:

Ashlyn Simchik
Corporate Secretary (Surety)
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America
Surety Name

BY Sean J. McCauley, Jr.
Surety
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 2nd day of January, 20 24 personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledged to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]
Notary Public
SARAH DANIELLE TIMMONS
Notary Public, State of Texas
Comm. Expires 08-16-2024
Notary ID 129058366
Sarah Timmons

My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 20 24.

[Signature]
City Attorney

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

ATTEST:

Mayor

City Clerk

PERFORMANCE BOND

Bond # B-2324-50

Surety Bond No. 107884345

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of One Hundred and Thirty-five Thousand DOLLARS and No CENTS, (\$ 135,000.00), 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 2nd day of January, 2024.

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

FALLS LAKEVIEW PARK PLAYGROUND

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

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

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

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

Bond # B-2324-50
Surety Bond No. 107884345

ATTEST:

Happy Playgrounds, LLC
Company Name

Bridget Bell
Corporate Secretary

BY *Kelli Collins*
Principal

ATTEST:
Ashlyn Simchik
Corporate Secretary (Surety)
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America
Surety Name
BY *Sean J. McCauley, Jr.*
Surety
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of January, 2024 personally appeared Sean J McCauley, Jr. to me know to be the identical person who executes the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Sarah Timmons
Notary Public


My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

William Williams
City Attorney

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

Mayor

ATTEST:

City Clerk

MAINTENANCE BOND

Bond # MB-2324-49
Surety Bond No. 107884345

WHEREAS, THE UNDERSIGNED Happy Playgrounds, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated _____, 20____, for the construction of:

FALLS LAKEVIEW PARK PLAYGROUND

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 Happy Playgrounds, LLC, as a corporation organized under the laws of the State of Connecticut, 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 One Hundred and Thirty-five Thousand Dollars and No CENTS (\$ 135,000.00), 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 #~~MB-2324-49~~
Surety Bond No. 107884345

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 2nd day of January, 2024.

ATTEST: [Signature] Happy Playgrounds, LLC
Corporate Secretary Company Name

Mailing Address of Principal: BY [Signature]
Principal

8601 South Oxford Avenue Travelers Casualty and Surety Company of America
Tulsa, OK 74137 Surety Name

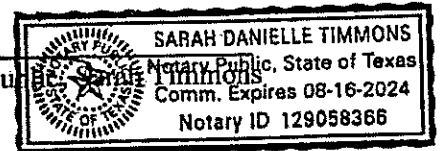
BY: [Signature]
Attorney-in-Fact
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of January, 2024, personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]
Notary Public



My Commission Expires: 8-16-2024
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

[Signature]
City Attorney

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

Mayor

ATTEST: _____
City Clerk



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SEAN J MCCAULEY JR** of **DALLAS Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.

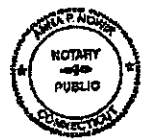


State of Connecticut
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires the 30th day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **January**, 2024 .



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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State of  Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

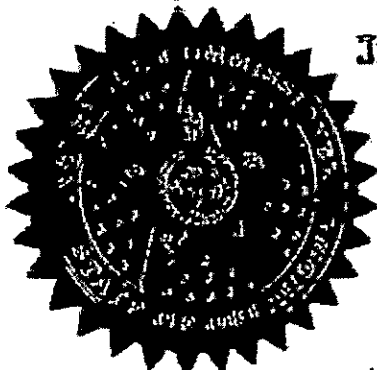
a corporation organized under the laws of CONNECTICUT

and located at ONE TOWER SQUARE - 2S2 / CORP TAX
HARTFORD, CT 06183

having complied with the Insurance laws of Oklahoma, is hereby licensed and
authorized to transact the business of

ACCIDENT & HEALTH, PROPERTY, CASUALTY, MARINE, VEHICLE,
SURETY, WORKERS COMP

This Certificate of Authority shall be perpetual and automatically renewed as of
March 1st of every year, unless the insurer fails to qualify for renewal pursuant
to the requirements of Title 36 of the Oklahoma Insurance Code.



In Witness Whereof, I have hereunto set my hand
and caused the seal of my office to be affixed at the
City of Oklahoma City, State of Oklahoma, this

1st day of MARCH A.D. 2003

Carroll Fisher

Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 0055

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Resolution

R-2324-108

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING HAPPY PLAYGROUNDS, L.L.C., AS PROJECT AGENT FOR THE FALLS LAKEVIEW PARK PLAYGROUND PROJECT FOR THE CITY OF NORMAN.

- § 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 Happy Playgrounds, L.L.C., for the Falls Lakeview Playground Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Happy Playgrounds, 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, Happy Playgrounds, L.L.C., to purchase materials which are in fact used for the playground equipment associated with the Falls Lakeview Playground Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Happy Playgrounds, 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 _____ day of _____, 2024, did appoint Happy Playgrounds, L.L.C., who is involved with the Falls Lakeview Playground 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 Falls Lakeview Playground Project for the City of Norman.

PASSED AND ADOPTED THIS _____ day of _____, 2024

Mayor

ATTEST:

City Clerk



CITY OF NORMAN

Norman, Oklahoma

23 January 2024

TABULATION OF BID QUOTES
FALLS LAKEVIEW PARK PLAYGROUND PROJECT

The following is a tabulation of quotes received by the City of Norman for the Falls Lakeview Park Playground Project.

Contractor	Bid Amount
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 1	\$135,000.00
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 2	\$135,000.00
HAPPY PLAYGROUNDS, LLC (TULSA, OK)—OPTION 3	\$135,000.00
ACS PLAYGROUND ADVENTURES INC. (TULSA, OK)	\$135,000.00
THE PLAYWELL GROUP, INC. (BOERNE, TX)—OPTION 1	\$173,803.59
THE PLAYWELL GROUP, INC. (BOERNE, TX)—OPTION 2	\$155,854.84

CUNNINGHAM RECREATION

(CHARLOTTE, NC)

\$134,999.11

J. OLIVER CONSTRUCTION

(KANSAS CITY, KS)

\$141,675.83

PLAY AND PARK STRUCTURES

(CHATTANOOGA, TN)

\$218,101.60

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-45 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: AshLynn Wilkerson, Assistant City Attorney

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-45 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

On February 2, 2023, Visit Norman delivered a presentation to the Business and Community Affairs Committee regarding the Oklahoma Film Friendly Community Program established by the Oklahoma Film + Music Office (OF+MO). This program allows for municipalities to be listed as a certified film friendly community with the OF+MO to help attract film and television productions to the area.

There are three requirements to receive the certification under this program: 1) designating a community liaison for the City, 2) submitting locations to the Oklahoma Locations Directory, and 3) establishing a film permit. Visit Norman has undertaken responsibility for the first two steps and needed the City's assistance with the third. This third step required City Staff to create an addendum to the existing special event permit for the required film permit as well as update the Special Events Ordinance (§20-300) to reflect the addition of the film permit.

On February 20, 2024, City Staff delivered a presentation regarding such changes to the Special Events Ordinance and permit at a City Council Study Session. The updates to the Special Events Ordinance are discussed below.

DISCUSSION:

Substantive Changes:

Sec. 20-3001 – Definitions

This section was modified to include a film or television production event in the definition of what constitutes a special event under the ordinance.

Sec. 20-3005 – Supporting Documents Required

This section was modified to establish the requirement of a film permit for film or television production special events. This permit will be an addendum to the existing special event permit and will have a fee associated with it, the fee reflected in Section 20-3004 as well as in Appendix A, the City of Norman Fee Schedule.

Sec. 20-3011 – Event Access Requirements

This section was modified to allow for an entire street closure, for a limited duration, for film or television production events to ensure ability to maintain closed sets and prevent the free flow of pedestrians in and out of production activities.

Appendix A – The City of Norman Fee Schedule

This section was modified to include the new-film permit fees, the basis of the fee being the number of production days the film or television production event is to last. 0-3 production days at no charge, 4-15 production days at a \$25 fee, and 16 or more production days at a \$50 fee.

Grammar, Formatting, and Section Reference Changes:

Sec. 20-3002, Sec. 20-3003, Sec. 20-3004, Sec. 20-3005, Sec. 20-3006, Sec. 20-3007, Sec. 20-3008, Se. 20-3009, Sec. 20-3010, Sec. 20-3011, Sec. 20-3012, Sec. 20-3013, Sec. 20-3015, Sec. 20-3016, and Sec. 20-3017

These sections either contain: 1) grammar changes, such as the addition or removal of articles and commas, using gender neutral designations, and fixing capitalization issues; 2) formatting changes, such as the restructuring or renumbering of subsections for better clarity, removal of redundant language, and application of consistent numbering references throughout the ordinance (EX: ninety (90)); or 3) modifying internal section references to match the correct section of the NCC meant to be referenced.

RECOMMENDATION:

Staff forwards Ordinance O-2324-45 to Council for Consideration.

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. THAT Section 20-3001 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3001. – Definitions

The following words, terms, and phrases, when used in this Article shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

Operator means an individual, group of individuals, association, partnership, corporation, firm, company, or property owner who intends to hold or sponsor a special event but shall not include the City.

Special event means an outdoor meeting, festival, gathering, amusement, show, concert, or other activity that is expected to last two (2) or more hours, is open to the public, and is reasonably expected to attract one thousand (1,000) or more people at any time during the event, or any film or television production event of any size.

Special event area or site means any outdoor place which will be maintained, used, or operated for a special event or any location that is to be used for a film or television production event.

* * *

§ 2. THAT Section 20-3002 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3002. – Intent And Purpose

The City finds that unregulated special events may pose a threat to the health, safety, welfare, and environment of the community. Unregulated special events which attract large numbers of patrons, and their vehicles can prevent passage of emergency vehicles, obstruct entrances to homes and businesses, and impede the use of streets and sidewalks by the inhabitants. Unregulated special events can create situations which exceed the City's capacity to provide adequately for security, public safety, health, sanitation, parking, water,

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medical care, lodging and waste disposal. Further, unregulated special events can harm sensitive environmental areas, create noise, congestion, and other nuisances which interfere with the inhabitants' peaceful enjoyment of their homes, businesses, and property. It is the intent of this Article to regulate special events. Therefore, the City Council adopts an ordinance to regulate special events and mitigate any adverse effects they may cause.

* * *

§ 3. THAT Section 20-3003 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3003. – Security, Fire, And EMS Approvals

(a) The Police Chief or their designee shall review the detailed security plan provided by the operator. The plan must provide measures that will be in place to ensure crowd control, protection of public and private property, and include steps to be taken to prevent trespassers from gaining access to the event site. The plan must include an explanation of how and when City police officers or private security officers will be deployed and where they will be located during, before, and after the event. The Police Chief or their designee will determine the number of police officers and/or private security officers required based on the number of persons reasonably expected to attend the event and on any other reasonably reliable information regarding security risks, if any, posed by the proposed special event.

(b) The Fire Chief or their designee and a Building Official or their designee from the Development Services Division must approve the proposed location and size of any fire lane, booth, tent, stage, and other equipment. The Fire Chief or their designee will determine the appropriate level of adequate fire protection equipment and personnel, if any, which will be required to provide adequate fire protection at the special event site. Fire Department personnel may conduct a compliance inspection at a permitted event.

(c) The Fire Chief or their designee shall review the number and type of emergency medical personnel, services, and equipment provided in the operator's proposed map of the event area. The operator must provide assurance that adequate first aid and emergency medical services are available at the site in light of the nature of the event, its expected duration, and the number of persons reasonably expected to attend.

* * *

§ 4. THAT Section 20-3004 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3004. – Permit Application And Approval Process

(a) To obtain a permit under this Article, an operator must submit an application to the City Clerk on a form prescribed by the City Clerk. The application must be submitted no less than ninety (90) days prior to the proposed date of the event. The City Clerk may waive this deadline at their discretion.

(b) An operator must submit the necessary fees, as determined by the City, after processing of the permit application. Determination of applicable fees depends on the size and the type of the event. These fees may include, but are not limited to, an electrical permit fee, a sign permit fee, a temporary food service fee, a solicitor/peddler license fee, street closure permit fee, a traffic-control fee, a park rental fee, a sanitation fee, a beer license fee, a noise variance fee, a building permit fee, and a film permit fee.

(c) Recognizing that many special events are unique and present their own special circumstances, the City Clerk is authorized to promulgate regulations to meet the intent of this Article and to waive or modify requirements of the ordinance or regulations to meet unique circumstances of a particular special event. Such a modification or waiver by the City Clerk shall be appealable to the City Manager and then to the City Council as desired by the applicant.

* * *

§ 5. THAT Section 20-3005 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3005. – Supporting Documents Required

An operator shall provide the following supporting documents for the application:

- (a) A map of the event area showing the location of all street closures, fire lanes, barricades, booths or vendors, stages or production areas, portable toilets, location of water supplies, points of illumination, tents, trash containers, first aid stations, EMS stations, parking areas, public entry points, banners, and other equipment or materials the operator intends to place in the event area;
- (b) A copy of the promotional literature the operator intends to use to advertise the event;
- (c) The names and contact information of the promoter, the owner, and the sponsors of the event;
- (d) A certificate of liability insurance in the amount and type of coverage required by the City that names the City as an additional insured, except that this section is not applicable to any governmental entity that is covered under the State Governmental Tort Claims Act, 51 O.S. § 151 et seq.;
- (e) A statement that the operator has not violated the terms of a permit issued under this Chapter during the two (2) years immediately preceding the date of the application;
- (f) If street closures are involved, a notice of the proposed closure(s) including statements that the operator has provided a map of the event area and the event's promotional literature to each property owner and tenant on streets affected by the proposed closure area;

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(g) If for a film or television production event, the operator shall complete the addendum to the special event permit under this Article regarding the specifics of such film or television production event.

* * *

§ 6. THAT Section 20-3006 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3006. – Notice of Proposed Closure And Signature Requirement

(a) The notice of proposed street closure required by NCC 20-3005(f) shall be on a form approved by the City Clerk and must include:

(1) The original signature of each affected person, including the typed or printed name of the affected person and a notation that the signer either supports or opposes the street closure; and

a. The term "affected person" means those who have a legal right to possession of any premises to which access will be restricted due to said proposed street closure. If there are multiple affected persons in a single building, only one (1) affected person from each unit within the building will be required to sign;

(2) An affidavit by the person circulating the notice that the circulator provided each affected person with a copy of the map of the street closure area and the promotional literature for the event at the time the person signed the form.

(b) The City Clerk may not issue a permit unless the notice submitted by the operator under this Section contains signatures from affected persons supporting the street closure as follows:

(1) In commercially zoned areas, seventy-five percent (75%) of the affected persons must support the street closure. In residentially zoned areas, ninety percent (90%) of the affected persons must support the street closure; and

(2) The City Clerk shall count an affected person's failure to sign the notice as opposition to the street closure, unless the operator demonstrates that the operator attempted to contact the affected person as required by NCC 20-30056(3a).

(c) An operator who is unable to obtain the signature of an affected person on the notice shall mail to the affected person by certified mail, return receipt requested, a portion of the notice form requesting the person's signature and the promotional literature for the event. An operator must include a pre-addressed, postage paid, return envelope with the notice. The operator must address ~~by~~ the return envelope and certified mail receipt to the City Clerk's office. An operator must deliver to the City Clerk's office all unclaimed notice envelopes that are returned to the operator.

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(d) The operator must also comply with all other requirements contained within the street closure permit application itself.

* * *

§ 7. THAT Section 20-3007 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3007. – Recalculation Of Signature Requirement

(a) An operator who requests a reduction in the signature requirement must demonstrate that the operator:

- (1) Complied with NCC 20-3006(c); and
- (2) Mailed the certified letter required by that subsection at least ten (10) days before the date of the request for recalculation of the signature requirement.

(b) If the City Clerk determines that an operator meets the requirements of Subsection (a) of this Section, the City Clerk shall recalculate the number of signatures required to satisfy NCC 20-3006(ab)(31). The City Clerk may not include in the recalculation those affected persons who did not sign the notice and reply to the registered letter.

* * *

§ 8. THAT Section 20-3008 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3008. – Determination On Application

The City Clerk shall approve or deny an application in writing no later than the fifteenth (15th) working day after the City Clerk has received all supporting documentation pertinent to the application. The City Clerk shall state the reasons for the denial of an application.

* * *

§ 9. THAT Section 20-3009 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3009. – Appeal Of Denial Of Application

(a) An operator who has been denied a permit may make application for relief from portions of this Article or from the City Clerk's determination to the City Manager. Such appeal must be made within ten (10) working days from the date of the City Clerk's determination and only after all issues relevant to the permit process have been determined. Upon receipt of the appeal, the City Manager will then have up to ten (10) working days to grant relief upon an adequate showing that undue hardship would be suffered if not granted.

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(b) After having been denied relief by the City Manager, as provided in Subsection (a) of this Section, the operator shall have the right of appeal to the Council of the City. Such appeal shall be taken by filing with the City Clerk, within ten (10) working days after denial of relief by the City Manager, a written statement setting forth fully the grounds for the appeal. After receipt of the written statement, the City Clerk shall schedule the appeal for hearing by the City Council on the next regular agenda. The operator shall be notified of the time of the hearing at least seven (7) days prior to such hearing. Proper mailing to the address shown on the application shall be adequate notification. The decision and order of the Council on such appeal shall be final and conclusive.

* * *

§ 10. THAT Section 20-3010 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3010. – Approval And Issuance of Permit

(a) The City Clerk shall only issue a permit to the operator if:

- (1) The application complies with this Chapter and guidelines approved under this Chapter; and
- (2) The map of the area showing the location of services, street closures, and equipment for the event is approved.

(b) For the purposes of this Article only, City zoning ordinances are not grounds for denial of a permit.

(c) The City Clerk may not issue a permit until the operator has paid all the permit fees associated with the event.

* * *

§ 11. THAT Section 20-3011 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3011. – Event Access Requirements

(a) A permittee may not block off a street in a manner that prevents the free movement of pedestrians into and out of the closure area. Notwithstanding, film or television production events may request for streets to be entirely closed to the public for a limited duration.

(b) If an entry fee is charged for an event, a permittee may not charge the fee to:

- (1) A person who resides or operates a business in the event area; or
- (2) A customer of or a person making a delivery to a business or residence in the event area.

(c) A permittee shall post a sign at each entrance and exit to the event area visible to all patrons entering the area that includes the amount of the entry fee, if any, and the rules of access to the event. A permittee must post the sign required under this section during the time the entry fee is in effect.

* * *

§ 12. THAT Section 20-3012 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3012. – Safety Requirements

(a) A permittee must supply adequate personnel for security and crowd control. A security agent employed under this section must:

- (1) Be in uniform;
- (2) Be able to contact the City Police or Emergency Medical Services if necessary; and
- (3) Not consume an alcoholic beverage or participate in the event.

(b) A permittee shall provide emergency medical personnel and EMS stations as approved by the Fire Chief or their designee.

(c) A permittee shall comply with the Uniform Fire Code and the Fire Department's street closure guidelines and maintain adequate fire lanes within the event area.

(d) If alcoholic beverages are to be sold at the event, a permittee shall comply with all requirements of the Alcohol Beverage Licensing Enforcement Commission, State Tax Commission, County Court Clerk's office, and City Code of Ordinances.

(e) The operator must provide adequate illumination at night to protect the safety of the persons in attendance. Lighting must be adequate to protect safety but must not unduly impact neighboring properties.

(f) The operator must provide an adequate, safe supply of potable water. In addition, there must be access to adequate water supply to extinguish any fire at the site. The plan must detail the source and location of the water supplies.

(g) Banners are allowed to be secured above City streets only while the street is closed to traffic and only during the duration of the special event. However, these banners must comply with the following conditions:

- (1) Banners are only permitted to be secured above two-lane streets.
- (2) Banners must be properly permitted by the Director of Public Works or his their designee and the Building Official or their designee. To be permitted, the

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operator must show that the plans for the proposed banner have been sealed by a licensed engineer.

- (3) No special event operator may erect more than two (2) banners across closed streets.
- (4) The permit fee to erect each banner is, as provided in the City fee schedule.

* * *

§ 13. THAT Section 20-3013 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3013. – Health Requirements

(a) If food or beverages will be sold at the event, all relevant State Department of Health and City regulations must be followed, and appropriate licenses must be obtained.

(1) These requirements include valid food handlers' licenses for each person staffing the booths and compliance with temporary establishment requirements of State Health Department Rule 310:257. However, if the special event is a farmers' market properly registered with the State Department of Agriculture, the Department of Agriculture and the State Department of Health do not require duplicate permitting.

(2) To obtain a temporary food license from the City, a permittee must pay a fee, as provided in the City fee schedule, per food vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.

(b) If food or beverage booths are used during an event, a permittee shall spray-clean the sidewalk and area around the food and beverage booth with water within twenty-four (24) hours from the end of the event or prior to reopening the street, whichever is earlier.

(c) If a permittee fails to promptly spray clean the sidewalk and area around a food and beverage booth, within twenty-four (24) hours after the end of the event or prior to reopening the street, whichever is earlier, the City shall provide the clean-up and charge the permittee the incurred costs of the clean-up.

(d) The permittee must arrange for the City Sanitation Department to provide an adequate number of trash receptacles, dumpsters, and containers for recyclables for the event.

(e) If the permittee fails to promptly clean up trash and remove debris from the event site within twenty-four (24) hours from the end of the event or prior to reopening the street, whichever is earlier, the City shall provide the clean-up and charge the permittee the incurred costs of the clean-up.

(f) A permittee shall provide an adequate number of portable toilets based on the estimated number of participants at the event as specified by the State Department of Health. A permittee may not place a portable toilet within twenty-five (25) feet of an entryway to an adjacent business or residence, unless the adjacent property owner or tenant approves a distance of less than twenty-five (25) feet.

* * *

§ 14. THAT Section 20-3015 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3015. – Solicitor/Peddler Permit Process

(a) If the sponsor of the event plans to include individual vendors as part of the event, the sponsor will have to obtain a solicitor/peddler permit.

(b) The cost of the permit will be, as provided for in the City fee schedule for each vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.

(c) This section applies to all special events held under this Article, including special events in parks.

* * *

§ 15. THAT Section 20-3016 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3016. – Exemption For The City

Special events sponsored by the City are exempt from the fees associated with this Article. However, vendors operating under the umbrella of a City-sponsored event will still be required to pay for a solicitor/peddler permit.

* * *

§ 16. THAT Section 20-3017 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3017. – Offense And Penalty

(a) A person commits an offense if the person violates the terms of a street closure permit, closes a street without a permit, damages or destroys any City property or violates any provisions of this Article.

(b) An offense under this Section is a misdemeanor punishable in accordance with NCC 20-113.

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(c) A permittee who is convicted of violating the terms of a permit issued under this Article may not apply for or receive another permit for two (2) years after the date of revocation.

* * *

§ 17. THAT Appendix A "City of Norman Fee Schedule" of the Code of Ordinances of the City of Norman shall be amended to read as follows:

20-3004	Film permit, special events:	
	0-3 production days	\$0.00
	4-15 production days	\$25.00
	16 or more production days	\$50.00

* * *

§ 18. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day
of _____, 2024.

NOT ADOPTED this _____ day
of _____, 2024.

Larry Heikkila, Mayor

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING ARTICLE 20-XXX SPECIAL EVENTS OF THE CODE OF THE CITY OF NORMAN TO INCLUDE A FILM OR TELEVISION PRODUCTION EVENT AS A TYPE OF SPECIAL EVENT; ESTABLISH A FILM PERMIT AND ASSOCIATED FEE FOR THE FILM OR TELEVISION PRODUCTION SPECIAL EVENT; ALLOW COMPLETE STREET CLOSURES, FOR LIMITED DURATIONS, FOR FILM OR TELEVISION PRODUCTION EVENTS; MAKE CORRECTIONS TO GRAMMAR, SECTION REFERENCES, AND FORMATTING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. THAT Section 20-3001 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3001. -- Definitions

The following words, terms, and phrases, when used in this Article shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

Operator means an individual, group of individuals, association, partnership, corporation, firm, company, or property owner who intends to hold or sponsor a special event but shall not include the City.

Special event means an outdoor meeting, festival, gathering, amusement, show, concert, or other activity that is expected to last two (2) or more hours, is open to the public, and is reasonably expected to attract one thousand (1,000) or more people at any time during the event, or any film or television production event of any size.

Special event area or site means any outdoor place which will be maintained, used, or operated for a special event or any location that is to be used for a film or television production event.

* * *

§ 2. THAT Section 20-3002 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3002. -- Intent And Purpose

The City finds that unregulated special events may pose a threat to the health, safety, welfare, and environment of the community. Unregulated special events which attract large numbers of patrons, and their vehicles can prevent passage of emergency vehicles, obstruct entrances to homes and businesses, and impede the use of streets and sidewalks by the inhabitants. Unregulated special events can create situations which exceed the City's capacity to provide adequately for security, public safety, health, sanitation, parking, water,

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medical care, lodging and waste disposal. Further, unregulated special events can harm sensitive environmental areas, create noise, congestion, and other nuisances which interfere with the inhabitants' peaceful enjoyment of their homes, businesses, and property. It is the intent of this ~~a~~Article to regulate special events. Therefore, the City Council adopts an ordinance to regulate special events and mitigate any adverse effects they may cause.

* * *

§ 3. THAT Section 20-3003 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3003. – Security, Fire, And EMS Approvals

(a) The Police Chief or ~~his~~ their designee shall review the detailed security plan provided by the operator. The plan must provide measures that will be in place to ensure crowd control, protection of public and private property, and include steps to be taken to prevent trespassers from gaining access to the event site. The plan must include an explanation of how and when City police officers or private security officers will be deployed and where they will be located during, before, and after the event. The Police Chief or ~~his~~ their designee will determine the number of police officers and/or private security officers required based on the number of persons reasonably expected to attend the event and on any other reasonably reliable information regarding security risks, if any, posed by the proposed special event.

(b) The Fire Chief or ~~his~~ their designee and a Building Official or ~~his~~ their designee from the Development Services Division must approve the proposed location and size of any fire lane, booth, tent, stage, and other equipment. The Fire Chief or ~~his~~ their designee will determine the appropriate level of adequate fire protection equipment and personnel, if any, which will be required to provide adequate fire protection at the special event site. Fire Department personnel may conduct a compliance inspection at a permitted event.

(c) The Fire Chief or ~~his~~ their designee shall review the number and type of emergency medical personnel, services, and equipment provided in the operator's proposed map of the event area. The operator must provide assurance that adequate first aid and emergency medical services are available at the site in light of the nature of the event, its expected duration, and the number of persons reasonably expected to attend.

* * *

§ 4. THAT Section 20-3004 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3004. – Permit Application And Approval Process

(a) To obtain a permit under this ~~Article~~ chapter, an operator must submit an application to the City Clerk on a form prescribed by the City Clerk. The application must be submitted no less than ninety (90) days prior to the proposed date of the event. The City Clerk may waive this deadline at ~~his~~ their discretion.

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(b) An operator must submit the necessary fees, as determined by the City, after processing of the permit application. Determination of applicable fees depends on the size and the type of the event. These fees may include, but are not limited to, an electrical permit fee, a sign permit fee, a temporary food service fee, a solicitor/peddler license fee, street closure permit fee, a traffic-control fee, a park rental fee, a sanitation fee, a beer license fee, a noise variance fee, ~~and a building permit fee,~~ and a film permit fee.

(c) Recognizing that many special events are unique and present their own special circumstances, the City Clerk is authorized to promulgate regulations to meet the intent of this Article and to waive or modify requirements of the ordinance or regulations to meet unique circumstances of a particular special event. Such a modification or waiver by the City Clerk shall be appealable to the City Manager and then to the City Council as desired by the applicant.

* * *

§ 5. THAT Section 20-3005 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3005. – Supporting Documents Required

An operator shall provide the following supporting documents for the application:

- (a) A map of the event area showing the location of all street closures, fire lanes, barricades, booths or vendors, stages or production areas, portable toilets, location of water supplies, points of illumination, tents, trash containers, first aid stations, EMS stations, parking areas, public entry points, banners, and other equipment or materials the operator intends to place in the event area;
- (b) A copy of the promotional literature the operator intends to use to advertise the event;
- (c) The names and contact information of the promoter, the owner, and the sponsors of the event;
- (d) A certificate of liability insurance in the amount and type of coverage required by the City that names the City as an additional insured, except that this section is not applicable to any governmental entity that is covered under the State Governmental Tort Claims Act, 51 O.S. § 151 et seq.;
- (e) A statement that the operator has not violated the terms of a permit issued under this Chapter during the two (2) years immediately preceding the date of the application;
- (f) If street closures are involved, a notice of the proposed closure(s) including statements that the operator has provided a map of the event area and the event's promotional literature to each property owner and tenant on streets affected by the proposed closure area.;

(g) If for a film or television production event, the operator shall complete the addendum to the special event permit under this Article regarding the specifics of such film or television production event.

* * *

§ 6. THAT Section 20-3006 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3006. – Notice of Proposed Closure And Signature Requirement

(a) The notice of proposed street closure required by NCC 20-3005(f) shall be on a form approved by the City Clerk and must include:

~~(1) The term "affected person" means those who have a legal right to possession of any premises to which access will be restricted due to said proposed street closure. If there are multiple affected persons in a single building, only one affected person from each unit within the building will be required to sign;~~

~~(2) The original signature of each affected person, including the typed or printed name of the affected person and a notation that the signer either supports or opposes the street closure; and~~

a. The term "affected person" means those who have a legal right to possession of any premises to which access will be restricted due to said proposed street closure. If there are multiple affected persons in a single building, only one (1) affected person from each unit within the building will be required to sign;

~~(3) An affidavit by the person circulating the notice that the circulator provided each affected person with a copy of the map of the street closure area and the promotional literature for the event at the time the person signed the form.~~

(b) The City Clerk may not issue a permit unless the notice submitted by the operator under this ~~article~~ Section contains signatures from affected persons supporting the street closure as follows:

(1) In commercially zoned areas, ~~seventy-five 75~~ percent (75%) of the affected persons must support the street closure. In residentially zoned areas, ~~ninety 90~~ percent (90%) of the affected persons must support the street closure; and

(2) The City Clerk shall count an affected person's failure to sign the notice as opposition to the street closure, unless the operator demonstrates that the operator attempted to contact the affected person as required by NCC 20-3005~~6~~(3a).

(c) An operator who is unable to obtain the signature of an affected person on the notice shall mail to the affected person by certified mail, return receipt requested, a portion of the notice form requesting the person's signature and the promotional literature for the event.

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An operator must include a pre-addressed, postage paid, return envelope with the notice. The operator must address by the return envelope and certified mail receipt to the City Clerk's office. An operator must deliver to the City Clerk's office all unclaimed notice envelopes that are returned to the operator.

(d) The operator must also comply with all other requirements contained within the street closure permit application itself.

* * *

§ 7. THAT Section 20-3007 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3007. – Recalculation Of Signature Requirement

(a) An operator who requests a reduction in the signature requirement must demonstrate that the operator:

(1) Complied with NCC 20-3006(c); and

(2) Mailed the certified letter required by that subsection at least ten (10) days before the date of the request for recalculation of the signature requirement.

(b) If the City Clerk determines that an operator meets the requirements of sSubsection (a) of this sSection, the City Clerk shall recalculate the number of signatures required to satisfy NCC 20-3006(ab)(31). The City Clerk may not include in the recalculation those affected persons who did not sign the notice and reply to the registered letter.

* * *

§ 8. THAT Section 20-3008 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3008. – Determination On Application

The City Clerk shall approve or deny an application in writing no later than the fifteenth (15th) working day after the City Clerk has received all supporting documentation pertinent to the application. The City Clerk shall Sstate the reasons for the denial of an application.

* * *

§ 9. THAT Section 20-3009 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3009. – Appeal Of Denial Of Application

(a) An operator who has been denied a permit may make application for relief from portions of this aArticle or from the City Clerk's determination to the City Manager. Such appeal must be made within ten (10) working days from the date of the City Clerk's

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determination and only after all issues relevant to the permit process have been determined. Upon receipt of the appeal, the City Manager will then have up to ten (10) working days to grant relief upon an adequate showing that undue hardship would be suffered if not granted.

(b) After having been denied relief by the City Manager, as provided in sSubsection (a) of this sSection, the operator shall have the right of appeal to the Council of the City. Such appeal shall be taken by filing with the City Clerk, within ten (10) working days after denial of relief by the City Manager, a written statement setting forth fully the grounds for the appeal. After receipt of the written statement, the City Clerk shall schedule the appeal for hearing by the City Council on the next regular agenda. The operator shall be notified of the time of the hearing at least seven (7) days prior to such hearing. Proper mailing to the address shown on the application shall be adequate notification. The decision and order of the Council on such appeal shall be final and conclusive.

* * *

§ 10. THAT Section 20-3010 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3010. – Approval And Issuance of Permit

(a) The City Clerk shall only issue a permit to the operator if: ~~the application complies with this chapter and guidelines approved under this chapter and approves the map of the area showing the location of services, street closures, and equipment for the event. For the purposes of this article, City zoning ordinances are not grounds for denial of a permit.~~

(1) The application complies with this Chapter and guidelines approved under this Chapter; and

(2) The map of the area showing the location of services, street closures, and equipment for the event is approved.

(b) For the purposes of this Article only, City zoning ordinances are not grounds for denial of a permit.

~~(c)~~ The City Clerk may not issue a permit until the operator has paid all the permit fees associated with the event.

~~(e)~~ ~~The City Clerk may not issue a permit unless the description of the event in the application and related documents meet the requirements of NCC 20-3005.~~

* * *

§ 11. THAT Section 20-3011 of Chapter 20 of the Code of Ordinances of the City of Norman shall be amended to read as follows:

Sec. 20-3011. – Event Access Requirements

- (a) A permittee may not block off a street in a manner that prevents the free movement of pedestrians into and out of the closure area. Notwithstanding, film or television production events may request for streets to be entirely closed to the public for a limited duration.
- (b) If an entry fee is charged for an event, a permittee may not charge the fee to:
 - (1) A person who resides or operates a business in the event area; or
 - (2) A customer of or a person making a delivery to a business or residence in the event area.
- (c) A permittee shall post a sign at each entrance and exit to the event area visible to all patrons entering the area that includes the amount of the entry fee, if any, and the rules of access to the event. A permittee must post the sign required under this section during the time the entry fee is in effect.

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 - (2) Be able to contact the City Police or Emergency Medical Services if necessary; and
 - (3) Not consume an alcoholic beverage or participate in the event.
- (b) A permittee shall provide emergency medical personnel and EMS stations as approved by the Fire Chief or his their designee.
- (c) A permittee shall comply with the Uniform Fire Code and the Fire Department's street closure guidelines and maintain adequate fire lanes within the event area.
- (d) If alcoholic beverages are to be sold at the event, aA permittee shall comply with all requirements of the Alcohol Beverage Licensing Enforcement Commission, State Tax Commission, County Court Clerk's office, and City Code of Ordinances ~~if alcoholic beverages are to be sold at the event.~~
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(c) If a permittee fails to promptly spray clean the sidewalk and area around a food and beverage booth, within twenty-four (24) hours after the end of the event or prior to

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(b) The cost of the permit will be, as provided for in the City fee schedule for each vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.

(c) This section applies to all special events held under this ~~chapter~~ Article, including special events in parks.

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(b) An offense under this ~~s~~Section is a misdemeanor punishable in accordance with NCC 20-113.

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§ 18. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

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Ordinance No. O-2324-45
Annotated

Item 22.

ADOPTED this _____ day
of _____, 2024.

NOT ADOPTED this _____ day
of _____, 2024.

Larry Heikkila, Mayor

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

Item 3.



File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 21, 2024 AS ARBOR DAY IN THE CITY OF NORMAN.

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Item 1.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Don Menzie, Arborist

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 21, 2024 AS ARBOR DAY IN THE CITY OF NORMAN.

Proclamation

P-2324-25

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 21, 2024, AS ARBOR DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, Oklahoma has recognized Arbor Day through observance and ceremonies for more than 100 years; and
- § 2. WHEREAS, we recognize the importance of planting trees to beautify our parks and public places and around our homes and businesses; and
- § 3. WHEREAS, we recognize the environmental, social and economic benefits of trees such as providing shade; creating a sense of community and visually pleasing neighborhoods; reducing home heating and cooling costs, reducing air pollution, noise pollution and soil erosion; and enhancing property value and economic vitality of business areas; and
- § 4. WHEREAS, it is the purpose of Arbor Day to encourage the planting of trees in urban and rural areas, promote proper management of trees; and to remember the many benefits we receive from trees; and
- § 5. WHEREAS, Norman has been awarded for the twenty-first consecutive year, Tree City USA status by the Arbor Day Foundation; and
- § 6. WHEREAS, the City of Norman Parks and Recreation and City Tree Board have scheduled an Arbor Day observance Sunday, April 21st, 2024, at 3:00 p.m. in Reaves Park with a tree planting and presentation.

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

- § 7. Do hereby proclaim Sunday, April 21st, 2024, as Arbor Day in the City of Norman and encourage all citizens to observe Arbor Day by planting an Oklahoma proven tree for the benefit of all citizens and that of future generations.

PASSED AND APPROVED this 26th day of March, 2024.

Mayor

ATTEST:

City Clerk

