



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

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Friday, April 12, 2024 at 3:30 PM

AGENDA

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

ROLL CALL

MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF MINUTES FROM FEBRUARY 23, 2024

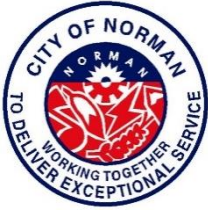
REPORTS & ACTION ITEMS

2. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF FINANCIAL REPORTS
3. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF NORMAN FORWARD IMPLEMENTATION PLAN
4. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE GRIFFIN LAND LEASE LETTER TO COUNCIL
5. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED COUNCIL ACTIONS
6. AD HOC COMMITTEE LIAISON REPORTS
7. PROJECT MANAGER REPORTS

MISCELLANEOUS COMMENTS

8. ESTABLISHMENT OF FUTURE MEETING TIME(S)

ADJOURNMENT



CITY OF NORMAN, OK
NORMAN FORWARD SALES TAX CITIZEN FINANCIAL
OVERSIGHT BOARD MEETING
2201 Trae Young Drive, Norman, OK 73069
Friday, February 23, 2024 at 3:30 PM

MINUTES

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ROLL CALL

PRESENT

- Chairman Andy Rieger
- Board member Alva Brockus
- Board member Cindy Rogers
- Board member Erik Paulson
- Board member Linda Price
- Board member Saidy Orellana

ABSENT

- Board member Andy Sherrer
- Board member Misty Grantham
- Board member Zachary Simpson

OTHER

- Anthony Francisco, Director of Finance
- Jacob Huckabaa, Budget Technician
- Veronica Tracy, Recreation Manager
- Dannielle Risenhoover, Admin. Tech IV

MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF MINUTES FROM DECEMBER 29, 2023

Member Price made a motion to approve the minutes from the December 29, 2023 meeting. Member Brockus duly seconded the motion. The motion passed unanimously.

Items submitted for the record:

Norman Forward Citizens Financial Oversight Board Minutes from December 29, 2023.

REPORTS & ACTION ITEMS

2. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF FINANCIAL REPORTS

Anthony Francisco gave the report. He stated that sales tax revenue is down for February; however, for the year, the City is within 3% of its original sales tax target and about 2% above its fiscal year target for combined sales and use tax. "Hotel-Motel Tax is also right on budget for the increased projection of going from 3% to 5%," Francisco said. "We have seen some increase in room tax collections. We are anticipating both the increased rate and increased occupancy reflects increased room tax revenues in next fiscal year from when the SEC kicks in." Francisco also stated, "The best indicator that we have of the economy, as a whole, is sales tax collections."

Francisco expects that it will be a few months before expenditures for the Young Family Athletic Center project will be finalized and plans to focus efforts on the collection side of the project. "We have budgeted money coming in from both the Young Family Foundation and from Norman Regional Hospital System for their parts of this project, this fiscal year," Francisco said. "They have not actually paid yet and that should be coming in."

Member Price made a motion to approve the Financial Reports and Member Paulson duly seconded the motion. The motion passed unanimously.

Items submitted for the record:

Norman Forward Citizens Financial Oversight Board Financial Reports

3. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT REGARDING THE GRIFFIN LAND LEASE RECOMMENDATION LETTER TO COUNCIL

Francisco stated, "The lease or purchase of the Griffin Park land has always been a Norman Forward project. Where we're trying to get the Griffin Soccer Complex land secured by whatever means, that's a Norman Forward deal as we have always seen it; but, if you wanted to forward this recommendation on to Council we certainly can. You have to vote in the majority to do that."

Chair Rieger asked Francisco, "If we made this statement to the Council, do you think it would affect other projects where we have similar payments coming out of Norman Forward long-term?"

Francisco replied, "I don't think so, just because the neighborhood parks and community projects are all on City-owned land. This is the only one that I can think of that would be related."

Chair Rieger recommended that the vote regarding issuing the Griffin land lease recommendation letter to Council be deferred until Member Sherrer could be present to discuss his concerns further.

Member Price made a motion to table the discussion and vote until the next Norman Forward Sales Tax Citizen Financial Oversight Board (CFOB) meeting. The motion was duly seconded by Member Brockus. The motion passed unanimously.

4. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED COUNCIL ACTIONS

Francisco pointed out that several CFOB Members had been reappointed by the Mayor to serve on the Board. Francisco congratulated them and thanked them for their willingness to serve.

Chair Rieger asked why equipment at the Young Family Athletic Center was purchased and not leased like it was at the Adult Wellness and Education Center. Francisco said, "With the Stairmasters and that sort of thing that you have to replace every five years, it was prudent to lease opposed to purchase." The lease payments for the Adult Wellness and Education Center equipment are made out of the facility's operating fund.

Francisco highlighted the first major trail project that Norman Forward is providing funding for. This trail will be a six foot wide, multimodal path along Flood Avenue (west side) from Robinson Street to Tecumseh Road and along Tecumseh Road (south side) from Flood Avenue to 24th Avenue NW. Approximately two-thirds of this project will be funded through the Norman Forward Fund and one-third funded through the Capital Fund.

5. AD HOC COMMITTEE LIAISON REPORTS

Member Brockus gave the report. The Norman Forward Indoor Aquatic and Multi-Sports Facility (YFAC) Ad Hoc Group met on December 18, 2023 and on January 29, 2024. After updates from staff, the group stated in a letter to the Mayor and Councilmembers that, "The Ad Hoc Group discussed and supports the YFAC being open on Sundays and unanimously voted to recommend hiring additional YFAC staff, at least one full-time employee at this time, in order to properly operate the YFAC." This letter also included, "The Ad Hoc unanimously voted to recommend the City continue trying to find solutions to the parking issues at the YFAC."

Recreation Manager Veronica Tracy stated that the Parks and Recreation Department has put in a budget request for the additional staff member.

The YFAC pool deck has been re-poured, the drainage issues have been resolved, and timing system conduit has been repaired. Both clinics at the YFAC are open and serving clients. The official opening day for the entire facility will be March 11 or March 15.

6. PROJECT MANAGER REPORTS

Veronica Tracy gave the report. The Adult Wellness and Education Center has over 2,000 members and Tracy states, "Things have been really smooth as far as their operations go." The City has investigated expanding the parking for this facility. The neighboring hospital will be vacating their office space in July. "We expect to have quite a bit of area parking, all of a sudden, once that happens," said Tracy. "We'd really like to see how that influences the space before we jump into an expanded parking area." The parking at the YFAC has also been of concern and investigated by the City. According to Francisco, the YFAC has a "hand shake" agreement to utilize the Embassy Suites neighboring parking lot. Tracy says the cost to increase parking at the YFAC would be about \$350,000. "The average cost for adding a parking spot right now

is about \$4000 per parking spot," said Tracy. "It's a heavy price tag and something to re think about, especially since we have those other options for parking at both (the Adult Wellness & Education Center and YFAC) facilities. We know that it's something that people are asking for and wanting, so regardless of the timeline for the other parking spaces and working with Embassy Suites, we are going to put in a capital request for both those projects to have extending parking areas."

Tracy said that the City is working on other transportation options as well, such as a shuttle service to and from the YFAC. "There has been discussion about a tram system that would rotate throughout University North Park," said Francisco. "I know that the University North Park Business Improvement District is going to take that up and the University North Park TIF Committee talked about that at their meeting on Tuesday as well - and made a recommendation to Council about it."

Bentley Park play equipment has been installed, the border is being built and construction of the walking trail and picnic shelter will follow with the expectation of an early spring ribbon cutting ceremony. Sunrise Park is getting new playground equipment, trails, and park furniture. Lakeview Park is getting new playground equipment and park furniture with more renovations expected next year.

The envelope consulting firm from Texas is about two weeks into their investigation of what cause the breakout of mold in the Central Library. They are due to provide a report of their findings to the Parks and Recreation Department early next week. "They're already telling us that they're seeing root causes of the issue," Tracy said. "They're going to be able to tell us, probably likely, whether it's a design or construction issue, or both, so then we'll be able to work with those parties and figure out how to get it fixed." Further repairs and "build back" will be necessary before the library can be reopened. "We're seeing, from our emergency contractor, really clean air tests and we're confident that most of the mold has been removed and remediated," Tracy said. "It's just a matter of making sure it doesn't happen again." A reopen date for the Central Library has not yet been determined. Repairs for the library are coming from the City's Emergency General Fund. So far, the City has been invoice \$400,000 for the library mold remediation.

MISCELLANEOUS COMMENTS

7. ESTABLISHMENT OF FUTURE MEETING TIME(S)

The Board determined that the next meeting will be April 12, 2024 at 3:30 PM at City Hall.

ADJOURNMENT

Member Brockus made a motion to adjourn the meeting which was duly seconded by Member Paulson. The motion passed unanimously. The meeting adjourned at approximately 4:30 PM.

Greg Burge, Chair
Development Oversight Committee for TIF District 2

Professional Services/Consultant (51110111-44002/44003)

	Budget	Revised Budget	
Total Current Budget	1,747,655.00	3,718,208.14	
Total			<u>(3,625,499.39)</u>
Balance			<u><u>92,708.75</u></u>

NFB001 Griffin Park Soccer Complex

	Budget	Revised Budget	
Total Current Budget	11,000,000.00	13,191,614.00	
Total			<u>(12,275,126.98)</u>
Balance			<u><u>916,487.02</u></u>

NFP102 Griffin Park Regrading (Paygo)

	Budget	Revised Budget	
Total Current Budget	217,416.00	217,416.00	
Total			<u>(217,416.00)</u>
Balance			<u><u>-</u></u>

NFB002 Indoor Aquatics Facility

	Budget	Revised Budget	
Total Current Budget	14,000,000.00	15,341,218.36	
Total			<u>(15,250,106.37)</u>
Balance			<u><u>91,111.99</u></u>

NFB003 Indoor Sports Facility

	Budget	Revised Budget	
Total Current Budget	8,500,000.00	12,082,670.00	
Total			<u>(12,082,670.00)</u>
Balance			<u><u>-</u></u>

NFP110 Young Family Athletic Center Pay-Go

	Budget	Revised Budget	
Total Current Budget	1,200,000.00	23,045,078.00	
Total			<u>(19,843,558.17)</u>
Balance			<u><u>3,201,519.83</u></u>

NFB005 Community Sports Park Development

	Budget	Revised Budget	
Total Current Budget	2,500,000.00	2,500,000.00	
Total			<u>(2,449,505.79)</u>
Balance			<u><u>50,494.21</u></u>

NFB006 Reaves Park Baseball Complex

	Budget	Revised Budget	
Total Current Budget	10,000,000.00	10,000,000.00	
Total			<u>(9,983,111.16)</u>
Balance			<u><u>16,888.84</u></u>

NFB007 Westwood Tennis Center Addition

	Budget	Revised Budget	
Total Current Budget	1,000,000.00	1,801,278.00	
Total			<u>(1,801,276.84)</u>
Balance			<u><u>1.16</u></u>

NFB008 James Garner/Acres Intersection

	Budget	Revised Budget	
Total Current Budget	2,700,000.00	2,951,393.00	
Total			<u>(2,951,393.47)</u>
Balance			<u><u>(0.47)</u></u>

NFP109 James Garner: Flood-Acres

	Budget	Revised Budget
Total Current Budget	6,000,000.00	3,199,889.00

Total		<u>(2,542,694.61)</u>
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Balance		<u><u>657,194.39</u></u>
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NFB016 Library - New Central Branch

	Budget	Revised Budget
Total Current Budget	39,000,000.00	35,014,495.00

Total		<u>(35,010,261.38)</u>
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Balance		<u><u>4,233.62</u></u>
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NFB017 Library - New East Branch

	Budget	Revised Budget
Total Current Budget	5,100,000.00	5,100,000.00

Total		<u>(4,794,304.38)</u>
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Balance		<u><u>305,695.62</u></u>
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NFB018 Westwood Swim Complex Replacement

	Budget	Revised Budget
Total Current Budget	12,000,000.00	12,000,000.00

Total		<u>(11,763,799.65)</u>
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Balance		<u><u>236,200.35</u></u>
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NFB019 Andrews Park Development

	Budget	Revised Budget
Total Current Budget	1,500,000.00	1,499,099.00

Total		<u>(1,471,555.64)</u>
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Balance		<u><u>27,543.36</u></u>
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NFB020 Traffic & Road Improvements

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

NFP120 Traffic & Road Improvements

	Budget	Revised Budget	
Total Current Budget	500,000.00	1,122,500.00	
Total			<u>(895,458.41)</u>
Balance			<u><u>227,041.59</u></u>

NFP100 Public Arts Projects (Paygo)

	Budget	Revised Budget	
Total Current Budget	1,200,000.00	1,069,000.00	
Total			<u>(824,942.11)</u>
Balance			<u><u>244,057.89</u></u>

NFP101 Neighborhood Park Improvement (Paygo)

	Budget	Revised Budget	
Total Current Budget	6,500,000.00	2,737,739.25	
Total			<u>(2,111,520.79)</u>
Balance			<u><u>626,218.46</u></u>

NFP103 Griffin Park Land Lease/Purchase (Paygo)

	Budget	Revised Budget	
Total Current Budget	10,000,000.00	420,000.07	
Total			<u>(406,666.72)</u>
Balance			<u><u>13,333.35</u></u>

NFP104 New Neighborhood Park Dev (Paygo)

	Budget	Revised Budget	
Total Current Budget	2,000,000.00	1,640,000.00	
Total			<u>(800,307.86)</u>
Balance			<u><u>839,692.14</u></u>

NFP105 Ruby Grant Park Developmt (Paygo)

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

NFP106 Saxon Park Development (Paygo)

	Budget	Revised Budget	
Total Current Budget	2,000,000.00	1,288,317.00	
Total			<u>(36,735.50)</u>
Balance			<u><u>1,251,581.50</u></u>

NFP107 New Trail Dev-Legacy System (Paygo)

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

NFP108 Senior Citizens Center (Paygo)

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

NFP111 Senior Citizens Center (Paygo)

	Budget	Revised Budget
Total Current Budget	-	13,099,445.68
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Total		<u>(12,398,630.89)</u>
Balance		<u><u>700,814.79</u></u>

**CITY OF NORMAN
NORMAN FORWARD SALES TAX REVENUE, VERSUS PROJECTION**

BY FISCAL YEAR

COMPARED TO 7/2015 PROJECTION

MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 765,813	\$ 728,243	-4.91%	\$ 728,243	\$ 760,927	-4.30%
April, 2016	\$ 737,709	\$ 776,747	5.29%	\$ 776,747	\$ 733,003	5.97%
May, 2016	\$ 796,539	\$ 802,418	0.74%	\$ 802,418	\$ 791,458	1.38%
June, 2016	\$ 820,638	\$ 729,175	-11.15%	\$ 729,175	\$ 815,402	-10.57%
July, 2016	\$ 771,629	\$ 758,153	-1.75%	\$ 758,153	\$ 760,692	-0.33%
August, 2016	\$ 811,311	\$ 753,218	-7.16%	\$ 753,218	\$ 799,813	-5.83%
September, 2016	\$ 786,920	\$ 771,583	-1.95%	\$ 771,583	\$ 775,767	-0.54%
October, 2016	\$ 858,715	\$ 816,566	-4.91%	\$ 816,566	\$ 846,544	-3.54%
November, 2016	\$ 798,882	\$ 769,521	-3.68%	\$ 769,521	\$ 787,559	-2.29%
December, 2016	\$ 784,003	\$ 745,468	-4.92%	\$ 745,468	\$ 772,891	-3.55%
January, 2017	\$ 827,244	\$ 796,677	-3.70%	\$ 796,677	\$ 815,519	-2.31%
February, 2017	\$ 980,463	\$ 814,235	-16.95%	\$ 814,235	\$ 966,569	-15.76%
March, 2017	\$ 771,866	\$ 683,655	-11.43%	\$ 683,655	\$ 793,266	-13.82%
April, 2017	\$ 743,541	\$ 768,593	3.37%	\$ 768,593	\$ 764,155	0.58%
May, 2017	\$ 802,832	\$ 758,083	-5.57%	\$ 758,083	\$ 825,095	-8.12%
June, 2017	\$ 827,125	\$ 747,817	-9.59%	\$ 747,817	\$ 850,057	-12.03%
July, 2017	\$ 760,592	\$ 769,840	1.22%	\$ 769,840	\$ 792,140	-2.82%
August, 2017	\$ 798,825	\$ 736,344	-7.82%	\$ 736,344	\$ 855,817	-13.96%
September, 2017	\$ 788,843	\$ 755,105	-4.28%	\$ 755,105	\$ 845,123	-10.65%
October, 2017	\$ 845,645	\$ 800,169	-5.38%	\$ 800,169	\$ 905,977	-11.68%
November, 2017	\$ 787,013	\$ 757,642	-3.73%	\$ 757,642	\$ 843,162	-10.14%
December, 2017	\$ 772,904	\$ 705,659	-8.70%	\$ 705,659	\$ 828,046	-14.78%
January, 2018	\$ 816,503	\$ 829,421	1.58%	\$ 829,421	\$ 874,756	-5.18%
February, 2018	\$ 959,243	\$ 803,901	-16.19%	\$ 803,901	\$ 1,027,679	-21.78%
March, 2018	\$ 758,166	\$ 723,206	-4.61%	\$ 723,206	\$ 846,777	-14.59%
April, 2018	\$ 735,117	\$ 733,040	-0.28%	\$ 733,040	\$ 821,035	-10.72%
May, 2018	\$ 790,948	\$ 801,350	1.32%	\$ 801,350	\$ 883,391	-9.29%
June, 2018	\$ 811,552	\$ 777,694	-4.17%	\$ 777,694	\$ 906,403	-14.20%
July, 2018	\$ 732,971	\$ 792,168	8.08%	\$ 792,168	\$ 849,487	-6.75%
August, 2018	\$ 769,817	\$ 778,107	1.08%	\$ 778,107	\$ 892,189	-12.79%
September, 2018	\$ 748,752	\$ 753,875	0.68%	\$ 753,875	\$ 867,775	-13.13%
October, 2018	\$ 814,936	\$ 814,292	-0.08%	\$ 814,292	\$ 944,481	-13.78%
November, 2018	\$ 758,434	\$ 769,806	1.50%	\$ 769,806	\$ 878,997	-12.42%
December, 2018	\$ 744,837	\$ 755,617	1.45%	\$ 755,617	\$ 863,238	-12.47%
January, 2019	\$ 786,853	\$ 862,016	9.55%	\$ 862,016	\$ 911,933	-5.47%
February, 2019	\$ 924,409	\$ 801,472	-13.30%	\$ 801,472	\$ 1,071,356	-25.19%
March, 2019	\$ 730,634	\$ 686,081	-6.10%	\$ 686,081	\$ 882,765	-22.28%
April, 2019	\$ 708,422	\$ 770,033	8.70%	\$ 770,033	\$ 855,929	-10.04%
May, 2019	\$ 762,226	\$ 762,196	0.00%	\$ 762,196	\$ 920,936	-17.24%
June, 2019	\$ 782,081	\$ 809,526	3.51%	\$ 809,526	\$ 944,925	-14.33%
July, 2019	\$ 763,597	\$ 768,847	0.69%	\$ 768,847	\$ 887,108	-13.33%
August, 2019	\$ 800,628	\$ 761,846	-4.84%	\$ 761,846	\$ 930,129	-18.09%
September, 2019	\$ 778,646	\$ 788,095	1.21%	\$ 788,095	\$ 904,591	-12.88%
October, 2019	\$ 847,316	\$ 844,155	-0.37%	\$ 844,155	\$ 984,369	-14.24%
November, 2019	\$ 788,870	\$ 799,842	1.39%	\$ 799,842	\$ 916,469	-12.73%
December, 2019	\$ 774,718	\$ 812,104	4.83%	\$ 812,104	\$ 899,994	-9.77%

January, 2020	\$ 820,021	\$ 851,020	3.78%	\$ 851,020	\$ 952,659	-10.67%
February, 2020	\$ 958,070	\$ 819,751	-14.44%	\$ 819,751	\$ 1,113,036	-26.35%
March, 2020	\$ 758,559	\$ 720,227	-5.05%	\$ 720,227	\$ 918,709	-21.60%
April, 2020	\$ 738,133	\$ 747,531	1.27%	\$ 747,531	\$ 893,970	-16.38%
May, 2020	\$ 792,526	\$ 702,283	-11.39%	\$ 702,283	\$ 959,846	-26.83%
June, 2020	\$ 813,861	\$ 664,592	-18.34%	\$ 664,592	\$ 985,686	-32.58%
July, 2020	\$ 777,799	\$ 808,364	3.93%	\$ 808,364	\$ 925,809	-12.69%
August, 2020	\$ 814,405	\$ 850,341	4.41%	\$ 850,341	\$ 969,380	-12.28%
September, 2020	\$ 793,231	\$ 779,982	-1.67%	\$ 779,982	\$ 944,177	-17.39%
October, 2020	\$ 862,850	\$ 817,975	-5.20%	\$ 817,975	\$ 1,027,044	-20.36%
November, 2020	\$ 803,681	\$ 779,947	-2.95%	\$ 779,947	\$ 956,616	-18.47%
December, 2020	\$ 789,933	\$ 795,174	0.66%	\$ 795,174	\$ 940,251	-15.43%
January, 2021	\$ 835,910	\$ 865,704	3.56%	\$ 865,704	\$ 994,978	-12.99%
February, 2021	\$ 972,244	\$ 842,592	-13.34%	\$ 842,592	\$ 1,157,255	-27.19%
March, 2021	\$ 771,573	\$ 801,811	3.92%	\$ 801,811	\$ 957,430	-16.25%
April, 2021	\$ 751,969	\$ 733,759	-2.42%	\$ 733,759	\$ 933,104	-21.36%
May, 2021	\$ 804,859	\$ 929,299	15.46%	\$ 929,299	\$ 998,734	-6.95%
June, 2021	\$ 825,105	\$ 946,083	14.66%	\$ 946,083	\$ 1,023,857	-7.60%
July, 2021	\$ 784,866	\$ 976,078	24.36%	\$ 976,078	\$ 965,155	1.13%
August, 2021	\$ 821,805	\$ 986,400	20.03%	\$ 986,400	\$ 1,010,579	-2.39%
September, 2021	\$ 800,438	\$ 1,022,755	27.77%	\$ 1,022,755	\$ 984,304	3.91%
October, 2021	\$ 870,690	\$ 1,064,323	22.24%	\$ 1,064,323	\$ 1,070,693	-0.59%
November, 2021	\$ 810,984	\$ 965,607	19.07%	\$ 965,607	\$ 997,273	-3.18%
December, 2021	\$ 790,508	\$ 992,536	25.56%	\$ 992,536	\$ 972,093	2.10%
January, 2022	\$ 860,624	\$ 1,048,226	21.80%	\$ 1,048,226	\$ 1,058,316	-0.95%
February, 2022	\$ 837,647	\$ 1,029,877	22.95%	\$ 1,029,877	\$ 1,117,876	-7.87%
March, 2022	\$ 797,106	\$ 839,152	5.27%	\$ 839,152	\$ 1,021,865	-17.88%
April, 2022	\$ 758,802	\$ 931,510	22.76%	\$ 931,510	\$ 972,761	-4.24%
May, 2022	\$ 812,172	\$ 1,027,267	26.48%	\$ 1,027,267	\$ 1,041,180	-1.34%
June, 2022	\$ 832,602	\$ 1,061,513	27.49%	\$ 1,061,513	\$ 1,067,371	-0.55%
July, 2022	\$ 985,918	\$ 963,920	-2.23%	\$ 963,920	\$ 1,006,175	-4.20%
August, 2022	\$ 1,032,318	\$ 980,427	-5.03%	\$ 980,427	\$ 1,053,528	-6.94%
September, 2022	\$ 1,005,479	\$ 1,038,038	3.24%	\$ 1,038,038	\$ 1,026,137	1.16%
October, 2022	\$ 1,093,726	\$ 1,057,045	-3.35%	\$ 1,057,045	\$ 1,116,197	-5.30%
November, 2022	\$ 1,018,726	\$ 1,051,427	3.21%	\$ 1,051,427	\$ 1,039,657	1.13%
December, 2022	\$ 1,001,298	\$ 987,149	-1.41%	\$ 987,149	\$ 1,021,871	-3.40%
January, 2023	\$ 1,059,578	\$ 1,047,231	-1.17%	\$ 1,047,231	\$ 1,081,348	-3.16%
February, 2023	\$ 1,232,391	\$ 1,030,515	-16.38%	\$ 1,030,515	\$ 1,257,712	-18.06%
March, 2023	\$ 978,026	\$ 886,958	-9.31%	\$ 886,958	\$ 1,039,657	-14.69%
April, 2023	\$ 953,177	\$ 995,074	4.40%	\$ 995,074	\$ 972,761	2.29%
May, 2023	\$ 1,020,235	\$ 1,030,076	0.96%	\$ 1,030,076	\$ 1,041,197	-1.07%
June, 2023	\$ 1,045,882	\$ 960,987	-8.12%	\$ 960,987	\$ 1,067,371	-9.97%
July, 2023	\$ 1,005,871	\$ 1,020,459	1.45%	\$ 1,020,459	\$ 1,006,401	1.40%
August, 2023	\$ 1,052,503	\$ 957,439	-9.03%	\$ 957,439	\$ 1,053,066	-9.08%
September, 2023	\$ 1,027,175	\$ 975,085	-5.07%	\$ 975,085	\$ 1,027,725	-5.12%
October, 2023	\$ 1,115,560	\$ 1,056,267	-5.32%	\$ 1,056,267	\$ 1,116,157	-5.37%
November, 2023	\$ 1,040,701	\$ 1,031,132	-0.92%	\$ 1,031,132	\$ 1,041,258	-0.97%
December, 2023	\$ 1,021,763	\$ 995,608	-2.56%	\$ 995,608	\$ 1,022,310	-2.61%
January, 2024	\$ 1,081,299	\$ 1,065,861	-1.43%	\$ 1,065,861	\$ 1,081,878	-1.48%
February, 2024	\$ 1,253,059	\$ 1,014,214	-19.06%	\$ 1,014,214	\$ 1,253,730	-19.10%
March, 2024	\$ 996,122	\$ 894,213	-10.23%	\$ 894,213	\$ 1,039,013	-13.94%
April, 2024	\$ 974,015	\$ 997,624	2.42%	\$ 997,624	\$ 1,015,955	-1.80%
TOTAL	\$ 83,986,522	\$ 83,982,026	-0.01%	\$ 83,982,026	\$ 93,008,805	-9.71%

CITY OF NORMAN
NORMAN FORWARD USE TAX REVENUE, VERSUS PROJECTION
BY FISCAL YEAR

COMPARED TO 7/2015 PROJECTION

MONTH	PROJECTED	ACTUAL	% VARIANCE	PRELIMINARY		
				ACTUAL	PROJECTION*	% VARIANCE
March, 2016	\$ 30,808	\$ 40,786	32.39%	\$ 40,786	\$ 30,808	32.39%
April, 2016	\$ 29,678	\$ 34,397	15.90%	\$ 34,397	\$ 29,678	15.90%
May, 2016	\$ 32,045	\$ 42,640	33.06%	\$ 42,640	\$ 32,045	33.06%
June, 2016	\$ 33,014	\$ 39,837	20.67%	\$ 39,837	\$ 33,014	20.67%
July, 2016	\$ 31,991	\$ 38,889	21.56%	\$ 38,889	\$ 30,799	26.27%
August, 2016	\$ 36,458	\$ 42,717	17.17%	\$ 42,717	\$ 32,383	31.91%
September, 2016	\$ 33,558	\$ 30,445	-9.28%	\$ 30,445	\$ 31,409	-3.07%
October, 2016	\$ 40,673	\$ 33,293	-18.14%	\$ 33,293	\$ 34,275	-2.86%
November, 2016	\$ 40,492	\$ 39,065	-3.52%	\$ 39,065	\$ 31,887	22.51%
December, 2016	\$ 37,649	\$ 31,888	-15.30%	\$ 31,888	\$ 31,293	1.90%
January, 2017	\$ 32,836	\$ 43,537	32.59%	\$ 43,537	\$ 33,019	31.85%
February, 2017	\$ 40,252	\$ 41,610	3.37%	\$ 41,610	\$ 39,134	6.33%
March, 2017	\$ 38,396	\$ 33,061	-13.89%	\$ 33,061	\$ 32,118	2.94%
April, 2017	\$ 32,550	\$ 32,136	-1.27%	\$ 32,136	\$ 30,939	3.87%
May, 2017	\$ 39,794	\$ 45,568	14.51%	\$ 45,568	\$ 33,406	36.41%
June, 2017	\$ 39,921	\$ 41,863	4.87%	\$ 41,863	\$ 34,417	21.64%
July, 2017	\$ 35,217	\$ 44,497	26.35%	\$ 44,497	\$ 32,072	38.74%
August, 2017	\$ 43,965	\$ 47,476	7.99%	\$ 47,476	\$ 34,650	37.02%
September, 2017	\$ 36,942	\$ 46,945	27.08%	\$ 46,945	\$ 34,217	37.20%
October, 2017	\$ 44,773	\$ 55,550	24.07%	\$ 55,550	\$ 36,681	51.44%
November, 2017	\$ 44,574	\$ 49,820	11.77%	\$ 49,820	\$ 34,138	45.94%
December, 2017	\$ 41,445	\$ 45,477	9.73%	\$ 45,477	\$ 33,526	35.65%
January, 2018	\$ 36,146	\$ 66,771	84.72%	\$ 66,771	\$ 35,417	88.53%
February, 2018	\$ 44,310	\$ 48,593	9.67%	\$ 48,593	\$ 41,609	16.79%
March, 2018	\$ 42,267	\$ 54,993	30.11%	\$ 54,993	\$ 37,254	47.62%
April, 2018	\$ 35,833	\$ 50,955	42.20%	\$ 50,955	\$ 31,582	61.34%
May, 2018	\$ 43,806	\$ 60,102	37.20%	\$ 60,102	\$ 38,610	55.66%
June, 2018	\$ 43,946	\$ 47,518	8.13%	\$ 47,518	\$ 38,734	22.68%
July, 2018	\$ 44,900	\$ 46,670	3.94%	\$ 46,670	\$ 31,047	50.32%
August, 2018	\$ 55,771	\$ 58,648	5.16%	\$ 58,648	\$ 38,564	52.08%
September, 2018	\$ 47,108	\$ 68,843	46.14%	\$ 68,843	\$ 32,574	111.34%
October, 2018	\$ 57,049	\$ 76,256	33.67%	\$ 76,256	\$ 39,448	93.31%
November, 2018	\$ 56,603	\$ 65,295	15.36%	\$ 65,295	\$ 39,140	66.83%
December, 2018	\$ 52,600	\$ 71,304	35.56%	\$ 71,304	\$ 36,372	96.04%
January, 2019	\$ 46,825	\$ 81,467	73.98%	\$ 81,467	\$ 32,379	151.61%
February, 2019	\$ 56,235	\$ 92,097	63.77%	\$ 92,097	\$ 38,885	136.84%
March, 2019	\$ 53,945	\$ 72,451	34.31%	\$ 72,451	\$ 38,887	86.31%
April, 2019	\$ 45,884	\$ 62,630	36.50%	\$ 62,630	\$ 33,076	89.35%
May, 2019	\$ 56,016	\$ 77,315	38.02%	\$ 77,315	\$ 40,380	91.47%
June, 2019	\$ 55,749	\$ 68,615	23.08%	\$ 68,615	\$ 40,188	70.74%
July, 2019	\$ 45,912	\$ 77,599	69.02%	\$ 77,599	\$ 32,126	141.55%
August, 2019	\$ 57,045	\$ 72,567	27.21%	\$ 72,567	\$ 39,916	81.80%
September, 2019	\$ 48,670	\$ 80,983	66.39%	\$ 80,983	\$ 34,063	137.75%
October, 2019	\$ 58,757	\$ 86,518	47.25%	\$ 86,518	\$ 41,123	110.39%
November, 2019	\$ 58,032	\$ 79,115	36.33%	\$ 79,115	\$ 40,615	94.79%
December, 2019	\$ 54,201	\$ 83,721	54.46%	\$ 83,721	\$ 37,933	120.70%
January, 2020	\$ 48,711	\$ 88,427	81.53%	\$ 88,427	\$ 34,092	159.38%

February, 2020	\$ 58,353	\$ 124,509	113.37%	\$ 124,509	\$ 40,840	204.87%
March, 2020	\$ 55,569	\$ 73,615	32.47%	\$ 73,615	\$ 40,544	81.57%
April, 2020	\$ 47,292	\$ 78,218	65.40%	\$ 78,218	\$ 34,505	126.69%
May, 2020	\$ 57,758	\$ 96,559	67.18%	\$ 96,559	\$ 42,141	129.13%
June, 2020	\$ 57,267	\$ 105,049	83.44%	\$ 105,049	\$ 41,783	151.42%
July, 2020	\$ 76,418	\$ 108,470	41.94%	\$ 108,470	\$ 33,540	223.40%
August, 2020	\$ 80,414	\$ 111,849	39.09%	\$ 111,849	\$ 41,326	170.65%
September, 2020	\$ 80,982	\$ 111,950	38.24%	\$ 111,950	\$ 35,544	214.97%
October, 2020	\$ 97,394	\$ 123,541	26.85%	\$ 123,541	\$ 42,747	189.01%
November, 2020	\$ 95,981	\$ 111,548	16.22%	\$ 111,548	\$ 42,127	164.79%
December, 2020	\$ 89,971	\$ 133,159	48.00%	\$ 133,159	\$ 39,489	237.21%
January, 2021	\$ 81,296	\$ 142,435	75.21%	\$ 142,435	\$ 35,681	299.19%
February, 2021	\$ 98,004	\$ 176,811	80.41%	\$ 176,811	\$ 43,015	311.05%
March, 2021	\$ 91,837	\$ 108,777	18.45%	\$ 108,777	\$ 42,021	158.86%
April, 2021	\$ 78,673	\$ 98,208	24.83%	\$ 98,208	\$ 35,998	172.82%
May, 2021	\$ 96,119	\$ 149,868	55.92%	\$ 149,868	\$ 43,980	240.76%
June, 2021	\$ 95,612	\$ 119,455	24.94%	\$ 119,455	\$ 43,748	173.05%
July, 2021	\$ 110,203	\$ 119,611	8.54%	\$ 119,611	\$ 34,966	242.08%
August, 2021	\$ 135,784	\$ 146,398	7.82%	\$ 146,398	\$ 43,082	239.81%
September, 2021	\$ 116,785	\$ 114,138	-2.27%	\$ 114,138	\$ 37,054	208.03%
October, 2021	\$ 140,069	\$ 145,812	4.10%	\$ 145,812	\$ 44,442	228.09%
November, 2021	\$ 137,707	\$ 153,849	11.72%	\$ 153,849	\$ 43,693	252.12%
December, 2021	\$ 130,010	\$ 138,224	6.32%	\$ 138,224	\$ 41,251	235.08%
January, 2022	\$ 137,707	\$ 182,045	32.20%	\$ 182,045	\$ 43,693	316.65%
February, 2022	\$ 142,649	\$ 184,069	29.04%	\$ 184,069	\$ 47,184	290.11%
March, 2022	\$ 131,827	\$ 131,545	-0.21%	\$ 131,545	\$ 43,605	201.68%
April, 2022	\$ 113,094	\$ 129,422	14.44%	\$ 129,422	\$ 37,408	245.97%
May, 2022	\$ 139,141	\$ 151,405	8.81%	\$ 151,405	\$ 46,024	228.97%
June, 2022	\$ 137,393	\$ 152,881	11.27%	\$ 152,881	\$ 45,445	236.40%
July, 2022	\$ 128,988	\$ 145,606	12.88%	\$ 145,606	\$ 36,435	299.63%
August, 2022	\$ 158,097	\$ 144,189	-8.80%	\$ 144,189	\$ 44,657	222.88%
September, 2022	\$ 136,184	\$ 153,101	12.42%	\$ 153,101	\$ 38,467	298.00%
October, 2022	\$ 163,644	\$ 173,940	6.29%	\$ 173,940	\$ 46,224	276.30%
November, 2022	\$ 161,215	\$ 149,464	-7.29%	\$ 149,464	\$ 45,538	228.22%
December, 2022	\$ 151,983	\$ 155,275	2.17%	\$ 155,275	\$ 42,930	261.69%
January, 2023	\$ 139,943	\$ 177,437	26.79%	\$ 177,437	\$ 39,529	348.88%
February, 2023	\$ 167,778	\$ 203,330	21.19%	\$ 203,330	\$ 47,392	329.04%
March, 2023	\$ 153,836	\$ 136,599	-11.20%	\$ 136,599	\$ 45,300	201.54%
April, 2023	\$ 132,497	\$ 144,849	9.32%	\$ 144,849	\$ 39,016	271.25%
May, 2023	\$ 162,766	\$ 172,850	6.20%	\$ 172,850	\$ 47,930	260.63%
June, 2023	\$ 160,545	\$ 157,095	-2.15%	\$ 157,095	\$ 47,276	232.29%
July, 2023	\$ 134,433	\$ 154,332	14.80%	\$ 154,332	\$ 38,064	305.46%
August, 2023	\$ 163,774	\$ 150,182	-8.30%	\$ 150,182	\$ 46,372	223.87%
September, 2023	\$ 141,914	\$ 172,612	21.63%	\$ 172,612	\$ 40,182	329.57%
October, 2023	\$ 170,238	\$ 173,844	2.12%	\$ 173,844	\$ 48,202	260.66%
November, 2023	\$ 158,320	\$ 171,201	8.14%	\$ 171,201	\$ 44,827	281.91%
December, 2023	\$ 157,925	\$ 204,440	29.45%	\$ 204,440	\$ 44,716	357.20%
January, 2024	\$ 146,416	\$ 224,411	53.27%	\$ 224,411	\$ 41,457	441.31%
February, 2024	\$ 168,769	\$ 216,389	28.22%	\$ 216,389	\$ 49,626	336.04%
March, 2024	\$ 159,253	\$ 146,156	-8.22%	\$ 146,156	\$ 47,008	210.92%
April, 2024	\$ 137,953	\$ 162,914	18.09%	\$ 162,914	\$ 40,721	300.08%
TOTAL	\$ 8,331,133	\$ 10,054,589	20.69%	\$ 10,054,589	\$ 3,798,664	164.69%

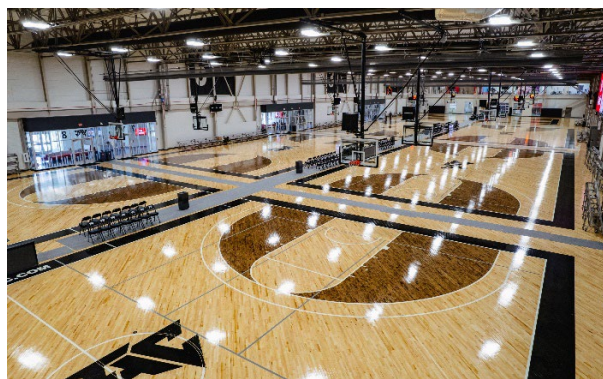
**CITY OF NORMAN
NORMAN FORWARD SALES + USE TAX REVENUE, VS. PROJECTION**

MONTH	BY FISCAL YEAR			COMPARED TO 7/2015 PROJECTION		
	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 796,621	\$ 769,029	-3.46%	\$ 769,029	\$ 791,736	-2.87%
April, 2016	\$ 767,387	\$ 811,144	5.70%	\$ 811,144	\$ 762,681	6.35%
May, 2016	\$ 828,584	\$ 845,058	1.99%	\$ 845,058	\$ 823,502	2.62%
June, 2016	\$ 853,652	\$ 769,012	-9.92%	\$ 769,012	\$ 848,417	-9.36%
July, 2016	\$ 803,620	\$ 797,042	-0.82%	\$ 797,042	\$ 791,491	0.70%
August, 2016	\$ 847,769	\$ 795,935	-6.11%	\$ 795,935	\$ 832,196	-4.36%
September, 2016	\$ 820,478	\$ 802,028	-2.25%	\$ 802,028	\$ 807,176	-0.64%
October, 2016	\$ 899,388	\$ 849,859	-5.51%	\$ 849,859	\$ 880,818	-3.51%
November, 2016	\$ 839,374	\$ 808,586	-3.67%	\$ 808,586	\$ 819,446	-1.33%
December, 2016	\$ 821,652	\$ 777,356	-5.39%	\$ 777,356	\$ 804,184	-3.34%
January, 2017	\$ 860,080	\$ 840,214	-2.31%	\$ 840,214	\$ 848,538	-0.98%
February, 2017	\$ 1,020,715	\$ 855,845	-16.15%	\$ 855,845	\$ 1,005,704	-14.90%
March, 2017	\$ 810,262	\$ 716,716	-11.55%	\$ 716,716	\$ 825,384	-13.17%
April, 2017	\$ 776,091	\$ 800,729	3.17%	\$ 800,729	\$ 795,095	0.71%
May, 2017	\$ 842,626	\$ 803,651	-4.63%	\$ 803,651	\$ 858,501	-6.39%
June, 2017	\$ 867,045	\$ 789,680	-8.92%	\$ 789,680	\$ 884,474	-10.72%
July, 2017	\$ 795,809	\$ 814,337	2.33%	\$ 814,337	\$ 824,212	-1.20%
August, 2017	\$ 842,790	\$ 783,821	-7.00%	\$ 783,821	\$ 890,467	-11.98%
September, 2017	\$ 825,785	\$ 802,051	-2.87%	\$ 802,051	\$ 879,340	-8.79%
October, 2017	\$ 890,418	\$ 855,719	-3.90%	\$ 855,719	\$ 942,658	-9.22%
November, 2017	\$ 831,588	\$ 807,462	-2.90%	\$ 807,462	\$ 877,300	-7.96%
December, 2017	\$ 814,349	\$ 751,136	-7.76%	\$ 751,136	\$ 861,572	-12.82%
January, 2018	\$ 852,650	\$ 896,192	5.11%	\$ 896,192	\$ 910,173	-1.54%
February, 2018	\$ 1,003,553	\$ 852,494	-15.05%	\$ 852,494	\$ 1,069,288	-20.27%
March, 2018	\$ 800,433	\$ 778,199	-2.78%	\$ 778,199	\$ 884,031	-11.97%
April, 2018	\$ 770,950	\$ 783,995	1.69%	\$ 783,995	\$ 852,618	-8.05%
May, 2018	\$ 834,754	\$ 861,452	3.20%	\$ 861,452	\$ 922,001	-6.57%
June, 2018	\$ 855,498	\$ 825,212	-3.54%	\$ 825,212	\$ 945,137	-12.69%
July, 2018	\$ 777,871	\$ 838,838	7.84%	\$ 838,838	\$ 880,534	-4.74%
August, 2018	\$ 825,587	\$ 836,755	1.35%	\$ 836,755	\$ 930,753	-10.10%
September, 2018	\$ 795,860	\$ 822,718	3.37%	\$ 822,718	\$ 900,350	-8.62%
October, 2018	\$ 871,985	\$ 890,548	2.13%	\$ 890,548	\$ 983,929	-9.49%
November, 2018	\$ 815,036	\$ 835,101	2.46%	\$ 835,101	\$ 918,136	-9.04%
December, 2018	\$ 797,437	\$ 826,921	3.70%	\$ 826,921	\$ 899,610	-8.08%
January, 2019	\$ 833,678	\$ 943,483	13.17%	\$ 943,483	\$ 944,312	-0.09%
February, 2019	\$ 980,644	\$ 893,570	-8.88%	\$ 893,570	\$ 1,110,241	-19.52%
March, 2019	\$ 784,579	\$ 758,532	-3.32%	\$ 758,532	\$ 921,652	-17.70%
April, 2019	\$ 754,306	\$ 832,663	10.39%	\$ 832,663	\$ 889,005	-6.34%
May, 2019	\$ 818,242	\$ 839,510	2.60%	\$ 839,510	\$ 961,316	-12.67%
June, 2019	\$ 837,830	\$ 878,142	4.81%	\$ 878,142	\$ 985,113	-10.86%
July, 2019	\$ 809,510	\$ 846,446	4.56%	\$ 846,446	\$ 919,234	-7.92%
August, 2019	\$ 857,673	\$ 834,413	-2.71%	\$ 834,413	\$ 970,045	-13.98%
September, 2019	\$ 827,316	\$ 869,078	5.05%	\$ 869,078	\$ 938,654	-7.41%
October, 2019	\$ 906,074	\$ 930,673	2.71%	\$ 930,673	\$ 1,025,491	-9.25%
November, 2019	\$ 846,902	\$ 878,957	3.78%	\$ 878,957	\$ 957,084	-8.16%
December, 2019	\$ 828,918	\$ 895,825	8.07%	\$ 895,825	\$ 937,927	-4.49%
January, 2020	\$ 868,733	\$ 939,447	8.14%	\$ 939,447	\$ 986,751	-4.79%

February, 2020	\$ 1,016,423	\$ 944,260	-7.10%	\$ 944,260	\$ 1,153,876	-18.17%
March, 2020	\$ 814,129	\$ 793,842	-2.49%	\$ 793,842	\$ 959,253	-17.24%
April, 2020	\$ 785,425	\$ 825,749	5.13%	\$ 825,749	\$ 928,475	-11.06%
May, 2020	\$ 850,284	\$ 798,842	-6.05%	\$ 798,842	\$ 1,001,987	-20.27%
June, 2020	\$ 871,128	\$ 769,641	-11.65%	\$ 769,641	\$ 1,027,469	-25.09%
July, 2020	\$ 854,217	\$ 916,834	7.33%	\$ 916,834	\$ 959,349	-4.43%
August, 2020	\$ 894,819	\$ 962,190	7.53%	\$ 962,190	\$ 1,010,706	-4.80%
September, 2020	\$ 874,213	\$ 891,932	2.03%	\$ 891,932	\$ 979,720	-8.96%
October, 2020	\$ 960,243	\$ 941,516	-1.95%	\$ 941,516	\$ 1,069,791	-11.99%
November, 2020	\$ 899,663	\$ 891,495	-0.91%	\$ 891,495	\$ 998,743	-10.74%
December, 2020	\$ 879,903	\$ 928,333	5.50%	\$ 928,333	\$ 979,740	-5.25%
January, 2021	\$ 917,206	\$ 1,008,139	9.91%	\$ 1,008,139	\$ 1,030,659	-2.19%
February, 2021	\$ 1,070,248	\$ 1,019,403	-4.75%	\$ 1,019,403	\$ 1,200,270	-15.07%
March, 2021	\$ 863,410	\$ 910,587	5.46%	\$ 910,587	\$ 999,451	-8.89%
April, 2021	\$ 830,642	\$ 831,967	0.16%	\$ 831,967	\$ 969,102	-14.15%
May, 2021	\$ 900,977	\$ 1,079,167	19.78%	\$ 1,079,167	\$ 1,042,714	3.50%
June, 2021	\$ 920,717	\$ 1,065,538	15.73%	\$ 1,065,538	\$ 1,067,605	-0.19%
July, 2021	\$ 895,069	\$ 1,095,689	22.41%	\$ 1,095,689	\$ 1,000,121	9.56%
August, 2021	\$ 957,588	\$ 1,132,798	18.30%	\$ 1,132,798	\$ 1,053,661	7.51%
September, 2021	\$ 917,223	\$ 1,136,893	23.95%	\$ 1,136,893	\$ 1,021,359	11.31%
October, 2021	\$ 1,010,759	\$ 1,210,135	19.73%	\$ 1,210,135	\$ 1,115,135	8.52%
November, 2021	\$ 948,691	\$ 1,119,456	18.00%	\$ 1,119,456	\$ 1,040,965	7.54%
December, 2021	\$ 920,518	\$ 1,130,760	22.84%	\$ 1,130,760	\$ 1,013,343	11.59%
January, 2022	\$ 998,331	\$ 1,230,271	23.23%	\$ 1,230,271	\$ 1,102,008	11.64%
February, 2022	\$ 980,297	\$ 1,213,946	23.83%	\$ 1,213,946	\$ 1,165,061	4.20%
March, 2022	\$ 928,933	\$ 970,697	4.50%	\$ 970,697	\$ 1,065,470	-8.89%
April, 2022	\$ 871,896	\$ 1,060,932	21.68%	\$ 1,060,932	\$ 1,010,169	5.03%
May, 2022	\$ 951,313	\$ 1,178,672	23.90%	\$ 1,178,672	\$ 1,087,204	8.41%
June, 2022	\$ 969,995	\$ 1,214,394	25.20%	\$ 1,214,394	\$ 1,112,816	9.13%
July, 2022	\$ 1,114,906	\$ 1,109,525	-0.48%	\$ 1,109,525	\$ 1,042,609	6.42%
August, 2022	\$ 1,190,415	\$ 1,124,616	-5.53%	\$ 1,124,616	\$ 1,098,185	2.41%
September, 2022	\$ 1,141,663	\$ 1,191,139	4.33%	\$ 1,191,139	\$ 1,064,605	11.89%
October, 2022	\$ 1,257,369	\$ 1,230,985	-2.10%	\$ 1,230,985	\$ 1,162,421	5.90%
November, 2022	\$ 1,179,941	\$ 1,200,891	1.78%	\$ 1,200,891	\$ 1,085,194	10.66%
December, 2022	\$ 1,153,281	\$ 1,142,424	-0.94%	\$ 1,142,424	\$ 1,064,801	7.29%
January, 2023	\$ 1,199,521	\$ 1,224,668	2.10%	\$ 1,224,668	\$ 1,120,877	9.26%
February, 2023	\$ 1,400,169	\$ 1,233,845	-11.88%	\$ 1,233,845	\$ 1,305,103	-5.46%
March, 2023	\$ 1,131,862	\$ 1,023,557	-9.57%	\$ 1,023,557	\$ 1,084,957	-5.66%
April, 2023	\$ 1,085,674	\$ 1,139,923	5.00%	\$ 1,139,923	\$ 1,011,777	12.67%
May, 2023	\$ 1,183,002	\$ 1,202,926	1.68%	\$ 1,202,926	\$ 1,089,127	10.45%
June, 2023	\$ 1,206,427	\$ 1,118,082	-7.32%	\$ 1,118,082	\$ 1,114,647	0.31%
July, 2023	\$ 1,140,303	\$ 1,174,791	3.02%	\$ 1,174,791	\$ 1,044,465	12.48%
August, 2023	\$ 1,216,277	\$ 1,107,621	-8.93%	\$ 1,107,621	\$ 1,099,438	0.74%
September, 2023	\$ 1,169,090	\$ 1,147,697	-1.83%	\$ 1,147,697	\$ 1,067,907	7.47%
October, 2023	\$ 1,285,798	\$ 1,230,111	-4.33%	\$ 1,230,111	\$ 1,164,359	5.65%
November, 2023	\$ 1,199,021	\$ 1,202,333	0.28%	\$ 1,202,333	\$ 1,086,086	10.70%
December, 2023	\$ 1,179,688	\$ 1,200,048	1.73%	\$ 1,200,048	\$ 1,067,026	12.47%
January, 2024	\$ 1,227,714	\$ 1,290,272	5.10%	\$ 1,290,272	\$ 1,123,334	14.86%
February, 2024	\$ 1,421,828	\$ 1,230,603	-13.45%	\$ 1,230,603	\$ 1,303,355	-5.58%
March, 2024	\$ 1,155,375	\$ 1,040,369	-9.95%	\$ 1,040,369	\$ 1,086,021	-4.20%
April, 2024	\$ 1,111,968	\$ 1,160,538	4.37%	\$ 1,160,538	\$ 1,056,675	9.83%
TOTAL	\$ 92,317,655	\$ 94,036,615	1.86%	\$ 94,036,615	\$ 96,807,470	-2.86%



Adult Wellness & Education Center



Young Family Athletic Center

NORMAN FORWARD Implementation Plan
May 2016
Revised 4/2024

NORMAN FORWARD

Implementation Plan

I. Executive Summary

NORMAN FORWARD is designed to improve the quality of life in Norman through renovating, expanding, constructing, and funding projects including multiple recreational facilities, libraries, parks, athletic venues, public art, trails, and swim complexes. NORMAN FORWARD also includes traffic improvements and an extension of the existing James Garner Avenue. A citizen-initiated proposal, NORMAN FORWARD will enhance the Norman community for generations to come.

Funded through a 15-year earmarked sales tax, NORMAN FORWARD includes 12 projects spanning the entire city at an estimated cost of \$148 million. It also includes other program expenses at an estimated cost of \$55.4 million. Sales tax collections began on January 1, 2016 and will continue for 15 years.

The NORMAN FORWARD program includes:

- Canadian River Park
- Central Branch Library
- East Branch Library
- Griffin Land Acquisition
- Indoor Aquatic Center
- Indoor Multi-Sport Facility
- James Garner Avenue Extension
- Parks Projects
 - Westwood Tennis Center
 - Saxon Park
 - Ruby Grant Park
 - Andrews Park
 - Existing Neighborhood Park Renovations
 - New Neighborhood Park Development
 - New Trail Development
- Senior Citizens Center
- Sports Complex Projects
 - Reaves Park
 - Softball & Football Complex
 - Griffin Park Soccer Complex
- Traffic Improvements
- Westwood Family Aquatic Center

The City is moving forward with the projects and the Implementation Plan is guiding the process. The Implementation Plan is a document to be reviewed and recommended by the NORMAN FORWARD Citizen Financial Oversight Board and adopted by the City Council, which outlines the scopes of work, conceptual budgets, and the order in which the projects or phases of projects will commence. The Implementation Plan is a living document which will be reviewed, re-evaluated, and re-adopted from time to time as projects progress and plans become realities.

As of this writing, ten of the major NORMAN FORWARD projects have been completed, or are nearing completion:

- The East Branch Library
- The Central Branch Library
- The Westwood Family Aquatic Center
- The Westwood Tennis Center
- The Ruby Grant Park (Phase I)
- The Andrews Park Redevelopment
- Reaves Park
- Adult Wellness and Education Center (Senior Citizens Center)
- Young Family Athletic Center (Indoor Sports & Aquatic Facility)
- Griffin Park

Several other NORMAN FORWARD projects are partially completed (progressing in stages) or nearing construction phases. Neighborhood park renovation projects have been completed at Oakhurst, Sonoma, Prairie Creek, Rotary, Sequoyah Trail, Vineyard and Cherry Creek parks. Several other renovations have begun at Earl Sneed, Sutton Place, William Morgan, Tull's, Eastridge, Royal Oaks, Sunrise, and Falls-Lakeview Parks. New park construction at Songbird Park has been completed; and we have started construction at the new park in the Summit Valley/Bellatona neighborhood (officially to be named "Bentley Park"). The NORMAN FORWARD program is already transforming the quality of life in Norman.

In February 2016, ADG, P.C. was hired as the program manager for the NORMAN FORWARD program. Since that time, ADG has attended meetings, conducted research, and analyzed data to prepare the Implementation Plan. The information in the Implementation Plan is based on currently available information as well as certain assumptions made based on anticipated requirements.

II. Background

The History of NORMAN FORWARD

The NORMAN FORWARD initiative came to City Council from community groups, stakeholders, and residents, who prepared an initial program scope using analysis and information from master plans for the libraries and parks, recreational planning professionals, traffic professionals, and research firms.

Beginning in the spring of 2015, Norman City Council began a series of Council conferences and additional public meetings to refine the program scope, financing, and funding opportunities for NORMAN FORWARD. Priority projects are included from the 2014 *Library Master Plan Update*, the 2009 *Norman Parks & Recreation Master Plan*, and additional projects designed to provide recreational and educational opportunities for Norman residents.

The program is intended to improve the quality of life for all Norman residents and visitors by providing public projects and programming that contribute to better health, more active lifestyles, intellectual and arts pursuits, and improved traffic safety. The program is funded by a 15-year, one-half percent earmarked sales tax.

On August 11, 2015, City Council voted unanimously to approve NORMAN FORWARD Ordinance O-1516-5 and Resolution R-1516-14 that called for an election to take place on October 13, 2015, to ask Norman voters to consider a temporary sales tax increase to provide funding for the projects.

The temporary one-half percent (1/2%) sales tax was approved by 72% of Norman voters. The authorized sales tax increase began on January 1, 2016.

Public Involvement

The NORMAN FORWARD Citizen Financial Oversight Board (CFOB) was created by Council resolution (R-1516-75) on December 22, 2015 to review the finances of the NORMAN FORWARD program. Their tasks include:

- Review actual and projected NORMAN FORWARD Sales Tax (NFST) revenues;
- Recommend mix of project financing including pay as you go (“paygo”) and debt financing;
- Review pace and sequencing of construction of projects;
- Review Council actions related to expenditures of NFST monies;
- Recommend strategies for long term operations and maintenance of facilities;

- Report to Council from time to time as warranted and to provide an annual report to City Council;
- Perform such other duties related to NORMAN FORWARD as the City Council directs by motion or resolution;
- Assign one CFOB member to serve with and act as a liaison to certain advisory committees that Council may form from time to time regarding specific NORMAN FORWARD projects.

The Oversight Board consists of nine members, appointed by the Mayor and confirmed by City Council. Members are from various wards and have backgrounds and experience in accounting, banking, construction, auditing, advertising, operations, and law. Two ex-officio members are part of the Board, including the Mayor (or designee) and City Manager (or designee).

Ad hoc advisory groups were appointed by the Mayor to provide additional citizen input specific to each major NORMAN FORWARD project and to City Council. One member of the Oversight Board serves on each ad hoc advisory group. Ad hoc groups have five to eleven members each. Ex-officio members include the City Manager (or designee), a CFOB member, a Park Board Member, and may include a member, or members, of specific stakeholder groups.

All Oversight Board and ad hoc advisory group meetings are open to the public and shall comply with the Oklahoma Open Meetings Act. The public is invited to attend meetings and provide input and comments to the ad hoc advisory groups and Oversight Board.

Process

The NORMAN FORWARD Implementation Plan sets the overall guidelines for program scope, project scheduling, and individual construction budgets. Site selection and land acquisition, if applicable, will be required prior to the start of design for most projects.

Certain sites may require demolition, site clearing, or other preparatory steps. Environmental testing will also be performed, as needed, prior to building design, and if necessary, environmental remediation will be completed.

The City will solicit Requests for Qualifications (RFQ) from consultants, such as architects and engineers. Responses to RFQs will be reviewed using the City's consultant selection process.

Documents produced by each consultant will undergo peer reviews conducted by the City staff and Program Manager. The purpose of these reviews is to monitor consultant plans and specifications for conformance with the design intent and the allocated budget. At selected phases of the design process, the ad hoc

advisory groups and the Citizens Financial Oversight Board may receive presentations from consultants in order to review the designs.

Once the final design of a project has been approved, the City will utilize its standard competitive bidding process to solicit and award construction contracts. "Construction Manager at Risk" processes may be used, combining several of the design, bidding and construction phases, for certain projects. The architects and/or engineers will review construction progress, and the Program Manager will provide additional field observation for conformance with construction documents.

Throughout the process, the City staff and Program Manager will provide outreach to citizens through communication on the status of each project.

Communication

As with any large, capital improvement program, communication with the public is critical for the success of NORMAN FORWARD. In addition to the high level of citizen participation through the Citizens Financial Oversight Board and the ad hoc advisory groups, ongoing communication and information will be made available to the public through various avenues and outlets.

Communication methods include but are not limited to:

- A quarterly electronic newsletter to stakeholders (see <https://conta.cc/43NiHMB>)
- Promotion and updates via print media, television, social media outlets including Facebook and Twitter
- Updates and promotion in partnership with the Norman Chamber of Commerce via the Chamber's newsletter and website
- Routine press releases about public meetings, surveys, and other updates sent to various outlets including the *Norman Transcript* and Norman News
- Updates in the City Manager's weekly report to City Council, which is also sent to the *Norman Transcript*, posted to the City Manager's webpage, and promoted on Facebook
- Updates in the City Manager's report at City Council meetings; videos from these updates are posted to the City Manager's webpage, promoted on Facebook, and uploaded to YouTube
- Routine updates to the NORMAN FORWARD website
- Branded NORMAN FORWARD construction signs
- Public construction groundbreakings and ribbon-cuttings
- Open houses, videos, and tours of projects in-progress
- Meetings posted on government access television
- Inclusion in the City of Norman Annual Report

Implementation Plan Development

The information in the Implementation Plan and Project Timeline is based on currently available information as well as certain assumptions made based on anticipated requirements. The Project Timeline, scope of work, and budgets are subject to change, as directed by Council, as the planning process progresses and more information becomes available.

Project budgets may include: conceptual estimates of consulting, architectural, and engineering services; other pre-construction costs such as environmental investigation, remediation, and geotechnical and construction testing, where required; infrastructure; land acquisition; and construction and project contingency.

The construction budgets are based on information from a number of sources including local and national cost estimating firms, industry consultants, and data from the City of Norman. Construction budgets are conceptual and are derived from anticipated scopes of work needed for complete projects. Actual project costs may vary from initial cost estimates depending on final work scopes, the bidding climate at the time of bid, inflation and other factors impacting the economy.

Debt vs. Pay-As-You-Go Financing

The Council and the citizen's Financial Oversight Board have adopted an anticipated mix of projects to be financed on the pay-as-you-go basis, versus projects to be financed through the issuance of debt to enable the projects to proceed in advance of the actual revenues being collected to pay for the projects. Generally speaking, the following major projects are anticipated to be paid for through up-front debt financing:

Central and East Branch Libraries
 Westwood Family Aquatic Center and Tennis Center Improvements
 Griffin Park Soccer Complex
 Reaves Park Baseball/Softball Complex
 Indoor Aquatic Facilities (Young Family Athletic Center)
 Indoor Multi-Sport Facility (Young Family Athletic Center)
 Adult Football/Softball Complex

In order to coincide with the construction schedules of the projects, it is anticipated that there will be three separate NORMAN FORWARD debt issuances. These issuances have been made:

- Norman Municipal Authority Sales Tax Revenue Note, Series 2015B (dated December, 17, 2015) - \$43,600,000

- Norman Municipal Authority Sales Tax Revenue Note, Series 2017 (dated June 27, 2017) - \$30,950,000
- Norman Municipal Authority Sales Tax Revenue Note, Series 2020 (dated December 17, 2020) - \$22,250,000

The bonds (notes) will be repaid from Norman Forward Sales and Use Tax revenue. An additional pledge of the City's Capital Sales Tax was made to provide additional security for bond holders, but it is not envisioned that Capital Sales Tax will actually be used to repay the Norman Forward debt.

The amount of debt that was actually issued was significantly below the originally anticipated amount, resulting in over \$20 million in projected interest savings to the Norman Forward program:

NORMAN FORWARD Debt Issuances Projected vs. Actual

ANTICIPATED Issue Date	ACTUAL Issue Date	TITLE of ISSUANCE	ANTICIPATED Face Amount	ACTUAL Face Amount	ANTICIPATED Prin. & Interest	ACTUAL Prin. & Interest
12/2015	12/2015	NMA 2015B Tax Notes	\$ 43,160,000	\$ 43,160,000	\$ 54,753,718	\$ 53,266,208
5/2017	6/2017	NMA 2017 Tax Notes	\$ 30,950,000	\$ 30,950,000	\$ 37,619,453	\$ 36,333,458
12/2017	12/2020	NMA 2020 Tax Notes	<u>\$ 34,200,000</u>	<u>\$ 22,250,000</u>	<u>\$ 46,157,750</u>	<u>\$ 25,927,517</u>
		TOTAL	\$108,310,000	\$ 98,360,000	\$138,530,921	\$115,527,183

The other NORMAN FORWARD projects and related operational costs are anticipated to be paid for on a pay-as-you-go basis, with the projects timed to meet cash flow availability schedules over the tenure of the NORMAN FORWARD sales tax collections.

III. The Projects

The projects, their respective published budgets, and current estimates are:

Project	Original Norman Forward Budget	Revised Budget	Current Estimate
Canadian River Park	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Central Branch Library	\$ 39,000,000	\$ 39,000,000	\$ 35,010,261 *
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304 *
Griffin Land Acquisition	\$ 10,000,000	\$ 2,400,000	\$ 2,400,000
Young Family Athletic Center	\$ 22,500,000	\$ 46,564,155	\$ 46,564,155
Indoor Aquatic Center	\$ 14,000,000	\$ 15,341,218	\$ 15,341,218
Indoor Multi Sport Facility	\$ 8,500,000	\$ 12,082,670	\$ 12,082,670
James Garner Avenue Extension	\$ 6,000,000	\$ 11,472,905	\$ 11,472,905
Parks Projects	\$ 25,500,000	\$ 25,251,278	\$ 24,694,277
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277 *
Saxon Park	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Ruby Grant Park	\$ 6,000,000	\$ 6,150,000	\$ 6,146,426 *
Andrews Park	\$ 2,000,000	\$ 2,000,000	\$ 1,463,667 *
Existing Neighborhood Park Renovate	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000
New Neighborhood Park Developme	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
New Trail Development	\$ 6,000,000	\$ 4,800,000	\$ 4,800,000
Senior Citizens Center	\$ -	\$ 13,840,277	\$ 13,840,277
Sports Complex Projects	\$ 23,500,000	\$ 25,909,678	\$ 25,909,678
Reaves Park	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Softball & Football Complex	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Griffin Park Soccer Complex	\$ 11,000,000	\$ 13,409,678	\$ 13,409,678
Traffic Improvements	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000
Westwood Family Aquatic Center	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800 *
Total	\$ 148,300,000	\$ 172,398,016	\$ 167,309,380

* Final Cost

Components of each project budget may include: consulting, architectural, and engineering services; other pre-construction costs such as environmental investigation, remediation, and geotechnical and construction testing, where required; infrastructure; land acquisition; and construction and project contingency. Supplemental revenue from some projects are discussed in project discussions, which follow.

Potential impacts to project budgets include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other uncontrollable increases in cost of construction materials
- Unforeseen circumstances
- Supplemental revenue

Canadian River Park

Description

There is potential for a park area south of Lindsey Street and west of I-35 along the Canadian River. Possibilities for development include wildlife and plant life refuges, trail facilities, and other enhancements.

Scope

If land can be reasonably acquired, a park area would be developed south of Lindsey Street, west of I-35.

Published Budget \$2,000,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$205,000
A&E / Design / Testing	\$175,000
Construction & FFE	\$1,480,000
Project Contingency	\$140,000
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Total Project Budget	\$2,000,000

Timing

Architecture, engineering, and site preparation are contingent upon resolution of land transfer legalities. The ability of the City to acquire land originally contemplated for this project involves resolution of legal complexities related to current ownership and transfer rights. This project is contemplated to move forward in the last half of the program.

Central Branch Library

Description

The November 2014 *Library Master Plan Update* recommended construction of library branches as part of the Pioneer Library System (PLS). PLS is a multi-county library system serving Cleveland, McClain, and Pottawatomie counties in central Oklahoma. Each library in PLS's service area is a partnership between the library system and the city where it is located; the city provides and maintains the facility and PLS provides library staff, collections, and programming.

The new Norman Central Branch Library includes public meeting rooms, learning space, a local history collection, free wireless internet, access to technology, and programming for all ages.

Scope

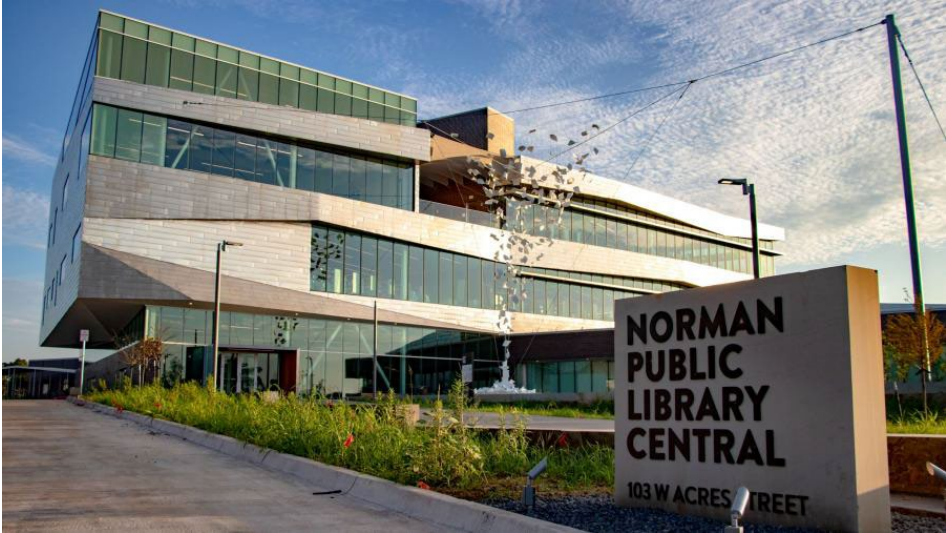
The new Norman Central Branch Library relocated the existing library to a more spacious and modern facility. This branch is the main branch of both Norman and the Pioneer Library System and is approximately 82,000 square feet. The location

is north of Andrews Park on City-owned land, primarily the site of the former Rhodes granary.

<i>Published Budget</i>	\$39,000,000
<i>Final Expenditures</i>	\$35,010,261

Timing

The Central Branch Library opened in November, 2019 and is providing services.



East Branch Library

Description

As the population in Norman has expanded east and west, so has the demand for library services on the east and west sides of the city. The Norman West branch opened in late 2013 and the East Branch Library expands library services to residents on the east side of the city.

The new East Branch Library opened in 2018 and includes public meeting space, free wireless internet, access to technology, and programming for all ages.

Scope

The Norman East Branch Library is approximately 12,500 square feet and located adjacent to Fire Station 9 at the intersection of Alameda and Ridge Lake Boulevard.

<i>Published Budget</i>	\$5,100,000
<i>Final Expenditures</i>	\$4,794,304

Timing

The East Branch Library opened in July, 2018 and is providing services.



Griffin Land Acquisition

Description

2014 Oklahoma legislation authorizes the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) to sell or dispose of the Griffin property, including the current Sutton Wilderness Park, Griffin Park and Frances Cate Park. The property was proposed to be acquired by the City using NORMAN FORWARD funds, to permanently house the Griffin Park Soccer Complex and Sutton Wilderness.

Project Activities

In negotiations with the ODMHSAS, it was determined to be mutually beneficial for the City to enter into long-term leases with the ODMHSAS for the Griffin Soccer Complex land, and to maintain an existing lease for the Sutton Wilderness land. The lease agreement (Contract K-1718-136, approved on November 27, 2018) gives the City control of the property for up to a 30-year period, at which time the City has a purchase option for the land. Rental payments of \$80,000 per year, to be paid with Norman Forward funds, will apply to the ultimate purchase of the land, if so desired by the City and ODMHSAS. The Frances Cate Park land was not included in the negotiated lease for the Griffin Soccer Complex site.

The allocation of Norman Forward funds to the Griffin Land Acquisition project was reduced by the City Council from \$10,000,000 to \$2,400,000 (30 payments of

\$80,000) by Resolution R-1819-110 (approved May 14, 2019) and the remaining \$7,600,000 budget was re-allocated to a Norman Forward Senior Citizen’s project.

Published Budget \$10,000,000

Scope

The identified properties to be acquired are:

- Griffin Park & Sutton Wilderness 322.2 acres
 - Francis Cate Park up to 14.5 acres
-
- Total Anticipated Land Acquisition 336.7 acres

Budget

Land Acquisition \$10,000,000

Updated Cost Estimate \$ 2,400,000

Timing

Based on the negotiated lease, rental payments to the ODMHSAS will be made annually and phased construction of the soccer complex facilities are underway. At the end of the first 15-year Norman Forward period, consideration will be made as to the purchase of the land or the continuation of the lease.

Indoor Multi-Sport and Aquatic Center (Young Family Athletic Center)

Description

The combined Indoor Multi-Sport and Aquatic Center was named the “Young Family Athletic Center” after Norman native, NBA All-Star and University of Oklahoma alumnus Trae Young. The aquatic portion of the building features two pools: an 8-lane 25-meter competition pool with spectator seating and a 4-lane 25-meter pool used as a warm up pool during swim competitions. The Multi-Sport portion houses 8 basketball courts with 12 volleyball courts. Norman Regional Health System occupies the “NMotion” space which will serve as a sports and human performance center and physician clinic. Other Young Family Athletic Center amenities include concessions, a small retail space, administrative offices, tournament and team breakout rooms, public restrooms, and other standard support areas.



Scope

The Young Family Athletic Center is adjacent to a major retail and hotel lodging district, attracting regional tournaments and meets which will draw participants and their families from throughout the state of Oklahoma and the central U.S.

Supplemental funds were allocated from: Norman Forward project savings; Norman Municipal Authority Revenue Bonds secured by Norman Room Tax revenue; University North Park Tax Increment Finance moneys; and a donation from the Trae Young Family Foundation, believed to be the largest private donation in Norman’s history. Norman Regional Health System will pay for the portion of the project cost attributable to the “NMotion” facility.

YFAC Funding Sources

Norman Forward	\$26,023,681
James Garner Transfer	\$1,500,000
Room Tax Bond	\$3,801,683
Norman Forward Trails Project	\$1,200,000
NF Road Improvements	\$338,000
UNP TIF Fund	\$2,734,791
Trae Young Family Foundation	\$4,000,000
<u>Norman Regional Health System</u>	<u>\$6,966,000</u>
<i>Total Budget</i>	<i>\$46,564,155</i>

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$163,000
A&E / Design / Testing	\$2,425,475
Construction & FFE	\$43,551,863
Project Contingency	\$423,817
<hr/>	
Total Project Budget	\$46,564,155

Timing

The Young Family Athletic Center held its ribbon cutting ceremony in February of 2024 and is now open and is providing services. The City of Norman is operating the facility internally.

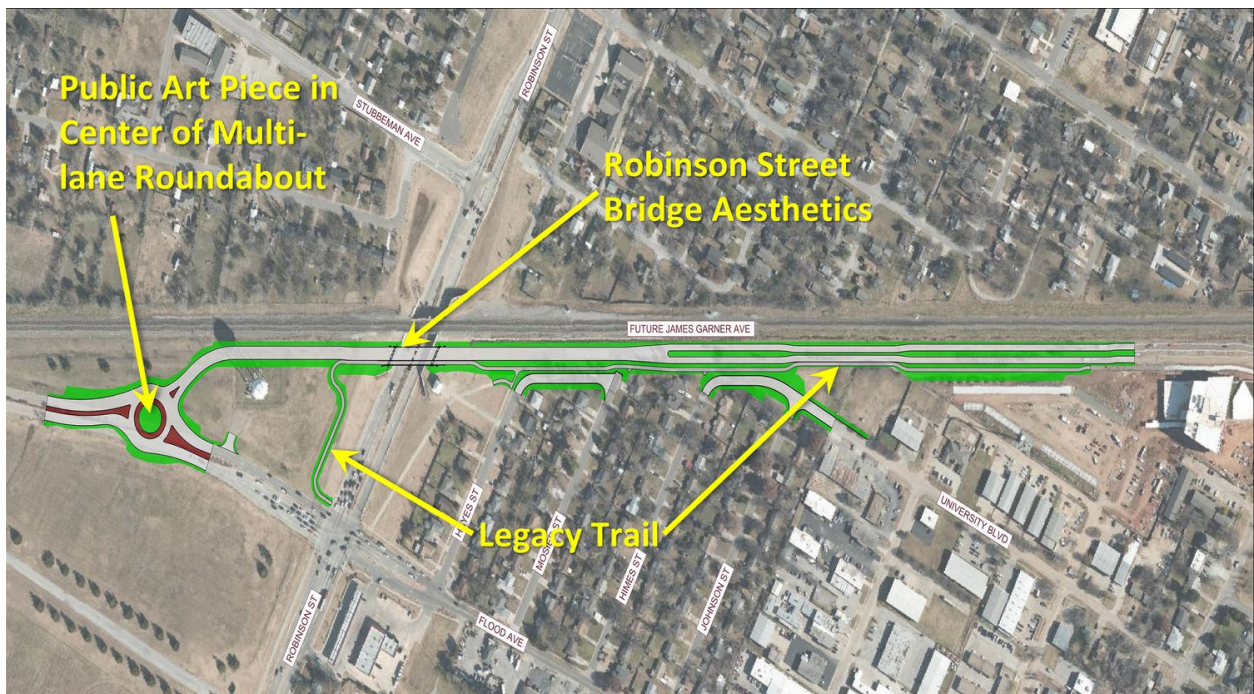
James Garner Avenue Extension

Description

The James Garner Avenue Extension will provide a north/south roadway to more efficiently carry motorists between downtown Norman and north Norman/south Oklahoma City metropolitan area. The extension will effectively create an updated entrance to the City from the north.

Scope

The extension project will extend James Garner Avenue from Acres Street, over the Robinson Street underpass, connecting to Flood Avenue. The project will include public art enhancements in commemoration of Norman native, multiple EMMY Award winning, Hall of Fame actor James Garner. The James Garner Avenue Extension will intersect with Flood Avenue with a modern roundabout north of Robinson Street.



<i>Published Budget</i>	\$6,000,000
<i>Railroad Quiet Zone Funds</i>	\$500,000
<i>Norman Utilities Authority</i>	\$43,617
<i>Additional Norman Forward Fund Balance</i>	\$151,281
<i>FHWA Funds</i>	\$4,825,733
<i>Estimated Budget</i>	
<i>“Phase I” Actual Cost</i>	\$1,947,283
<i>“Phase II” Land Acquisition / Site Prep / Infrastructure</i>	\$102,934
<i>“Phase II” A&E / Design / Testing</i>	\$1,402,140
<i>“Phase II” Construction & FFE</i>	\$7,820,546
<i>“Phase II” Public Art</i>	\$200,000
<hr/>	
<i>Total Project Budget</i>	\$11,472,905

Timing

The James Garner Extension project has been broken into “phases”, to accommodate the first phase to be completed in conjunction with the opening of the new Central Branch Library. The first phase, from just south of Acres Street in the City Municipal Complex to the Central Library parking lot, has been completed. The second Phase, extending north of Robinson Street and connected to Flood Avenue, began construction in fall of 2023. City Staff has secured \$4.8 million of Federal funds for this project. The project is estimated to complete construction in spring 2024.



Parks Projects

Description

Parks all across Norman will be enhanced by NORMAN FORWARD. Additionally, new parks and trails will be developed. Plans from the Parks Master Plan will be reviewed to make sure they are still relevant to neighborhood needs.

Scope

The identified parks projects are:

- Westwood Tennis Center: conversion of two existing outdoor courts to indoor and construction of two new outdoor courts with lighting. This project has been completed (Budget: \$1,801,277; Final Cost: \$1,801,277).
- Saxon Park: develop Phase II of the Saxon Park Master Plan to include additional parking, fencing, furnishings, play area, restrooms, and event shelter (Budget: \$2,000,000).
- Ruby Grant Park: develop Phase I of the Ruby Grant Park Master Plan with utility infrastructure improvements, signage, parking, trails, practice fields, pavilion, and pedestrian lighting. This project has been completed. (Budget: \$6,000,000; Final Cost: \$6,146,426) (\$150,000 appropriated from Community Park Land Fund balance).
- Andrews Park: skate park expansion, amphitheater seating shade, landscaping, and splash pad enhancement. This project has been completed. (Budget: \$2,000,000; Final Cost: \$1,463,667).
- Existing Neighborhood Park Renovations: as per revisited 2009 Parks Master Plan recommendations. Renovations have been completed at seven parks, and more are planned to be undertaken throughout the Norman Forward life (Budget: \$6,500,000).
- New Neighborhood Park Development – the first new neighborhood park, “Songbird Park” is complete and the new “Bentley Park” is currently underway in the Summit Valley/Bellatona neighborhood. Three more will be undertaken throughout the Norman Forward life at Southlake, Links, and Redlands. (Budget: \$2,000,000).
- New Trail Development: complete initial loop routing of Legacy Trail (Budget: \$4,800,000).

Published Budget \$25,500,000

<i>Preliminary Estimated Budget</i>	
Land Acquisition / Site Prep / Infrastructure	\$1,440,000
A&E / Design / Testing	\$1,240,000
Construction & FFE	\$21,831,278
<u>Project Contingency</u>	<u>\$1,740,000</u>
Total Project Budget	\$25,251,278

Timing

Individual park and trail improvement projects will be undertaken on a yearly basis throughout the life of NORMAN FORWARD.

Adult Wellness and Education (Senior Citizens) Center

Description

The City Council began working on the Senior Citizens Center location issue early in 2016 and adopted Resolution R-1516-77, narrowing the Senior Citizens Center location options to the Existing Library site, a site in Andrews Park, and a site adjacent to the new Central Branch Library site.

After further consideration and considering the endorsement of the NORMAN FORWARD Senior Center Ad Hoc Committee, the Reaves Park Ad Hoc Committee, the Norman Senior Association, and representatives of the Medieval Fair, the Council adopted Resolution R-1819-110, which formally selected Reaves Park as the site for the Senior Center. Resolution R-1819-110 also re-programmed \$7,600,000 in funds from the Griffin Park Land Acquisition project to the Senior Citizens Center project.

In August 2021, Council approved a memorandum of understanding with the Norman Regional Health System to move the location of the Senior Center to Norman Regional’s Porter Campus. The scope of the project was also expanded from a recreational center to a wellness center. The newly renamed “Adult Wellness and Education Center” is a part of Norman Regional’s planned Porter Health Village.

The now substantially completed facility includes an indoor walking track and multiple fitness areas with locker rooms; multipurpose and art specific classrooms as well as lounge areas; a full kitchen for events and programming; outdoor pickleball courts; and a lap pool.

<i>Published Norman Forward Budget</i>	<i>\$0; Amended to \$7,600,000</i>
<i>CARES Act Funding</i>	<i>\$4,800,000</i>
<i>Capital Fund</i>	<i>\$243,000</i>
<i>General Fund</i>	<i>\$1,197,277</i>

<i>Preliminary Estimated Budget</i>	
<i>Land Acquisition/Site Prep/Infrastructure</i>	<i>\$427,551</i>
<i>A&E / Design / Testing</i>	<i>\$832,000</i>
<i>Construction & FFE</i>	<i>\$12,099,730</i>
<i>Project Contingency</i>	<i>\$480,996</i>
<i>Total Project Budget</i>	<i>\$13,840,277</i>

Timing

The Adult Wellness and Education Center opened in November of 2023 and is currently providing services. The Facility is being operated independently by Healthy Living & Fitness Inc., a non-profit organization.



Sports Complex Projects

Description

Renovations and new construction are planned for sports complexes in multiple locations. These facilities will allow expanded space for youth soccer, youth and adult softball, adult flag football and youth football.

Scope

Due to financial reasons, the adult softball and youth football programs will no longer be a standalone complex. The expanded adult softball programs will be at Reaves Park and youth football will be at Ruby Grant Park. The identified sports complex projects are:

- Reaves Park: additional youth baseball/softball fields with lighting, restrooms, concessions, and additional parking (Budget: \$10,000,000; + \$1,250,000 for adult softball).
- Ruby Grant Park: multi-field football complex with lighting, restrooms, concessions, and parking (Budget \$1,250,000).
- Griffin Park: new outdoor soccer fields with lighting and parking. (\$13,409,678).

Published Budget \$23,500,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$1,800,000
A&E / Design / Testing	\$1,880,000
Construction & FFE	\$20,819,678
Project Contingency	\$1,410,000
<hr/>	
Total Project Budget	\$25,909,678

Timing

Final master plans and engineering designs have been completed for the Reaves Park and Griffin Park Sports Complexes. Reconstruction of the 22 soccer fields at the Griffin Park Soccer Complex is complete.

The new Parks Maintenance Facility has been completed and is relocated from Reaves Park to the City Maintenance Complex ("North Base"). Relocation of the Parks Maintenance Facility made land available for the expansion of baseball and softball fields at Reaves Park which has recently been completed.

Relocated youth football (Ruby Grant) and adult softball (Reaves) facilities, originally planned at a new stand-alone site, are complete.



Traffic Improvements

Description

NORMAN FORWARD includes infrastructure improvements for the city that will improve traffic flow and safety at various locations related to NORMAN FORWARD projects.

Scope

Planned projects include traffic analysis, street and storm water improvements, and traffic signals at various locations. Related NORMAN FORWARD projects are access to the Young Family Athletic Center (Trae Young Way), Griffin Park, and Reaves Park. Traffic ingress and egress improvements at Griffin Park are under construction.

Published Budget \$2,700,000

<i>Preliminary Estimated Budget</i>	
Land Acquisition / Site Prep / Infrastructure	\$270,000
A&E / Design / Testing	\$216,000
Construction & FFE	\$2,025,000
Project Contingency	\$189,000
<hr/>	
Total Project Budget	\$2,700,000

Timing

Architecture, engineering, land acquisition, and site preparation are scheduled to begin throughout the program based on specified sites. This project is scheduled to be completed as needed for individual project sites during construction phases. Access improvements for the Griffin Soccer Complex on Robinson Street and 12th Avenue are underway. Access improvements to the YFAC, including construction of "Trae Young Drive" are also underway.

Westwood Family Aquatic Center

Description

The Westwood Family Aquatic Center project has constructed an updated, modern outdoor aquatic center. Features include a lazy river, slides, water sprays, a 50-meter lap pool, shaded shallow areas, a new bathhouse, concession areas, and additional parking. The new outdoor Aquatic Center opened in the summer of 2018 and has been enjoyed by thousands of visitors.

Scope

Based on the current budget, the pool will have approximately 18,000 square feet of water surface area and include a variety of features that have been determined through public input are also part of this project.

<i>Published Budget</i>	\$12,000,000
<i>Final Cost</i>	\$11,763,800



Other Projected Program Expenses

▪ Public Art	\$1,200,000
▪ Park Maintenance Staff	\$3,009,925
▪ Senior Center Staff	\$0
▪ Facility Maintenance Staff	\$1,562,753
▪ Capital Equipment	\$425,000
▪ Aquatic Center Operating Subsidy	\$0
▪ Project Oversight	\$3,312,000
▪ Westwood Pool/Tennis Replacement	\$455,000
▪ Facility Maintenance Contract	\$210,000
▪ Interest and Debt Service Cost	\$20,962,256
<hr/>	
Total Other Program Expenses Budget	\$31,136,934

Projects identified for Public Art include:

- Central Branch Library
- East Branch Library
- Westwood Family Aquatic Center
- Indoor Multi-Sport Facility
- Indoor Aquatic Center
- Sports Complex Projects: Reaves Park, Griffin Park
- Park Projects: Westwood Tennis Center, Ruby Grant, Saxon & Andrews
- James Garner Avenue Extension
- Adult Wellness and Education Center

IV. Project Timeline

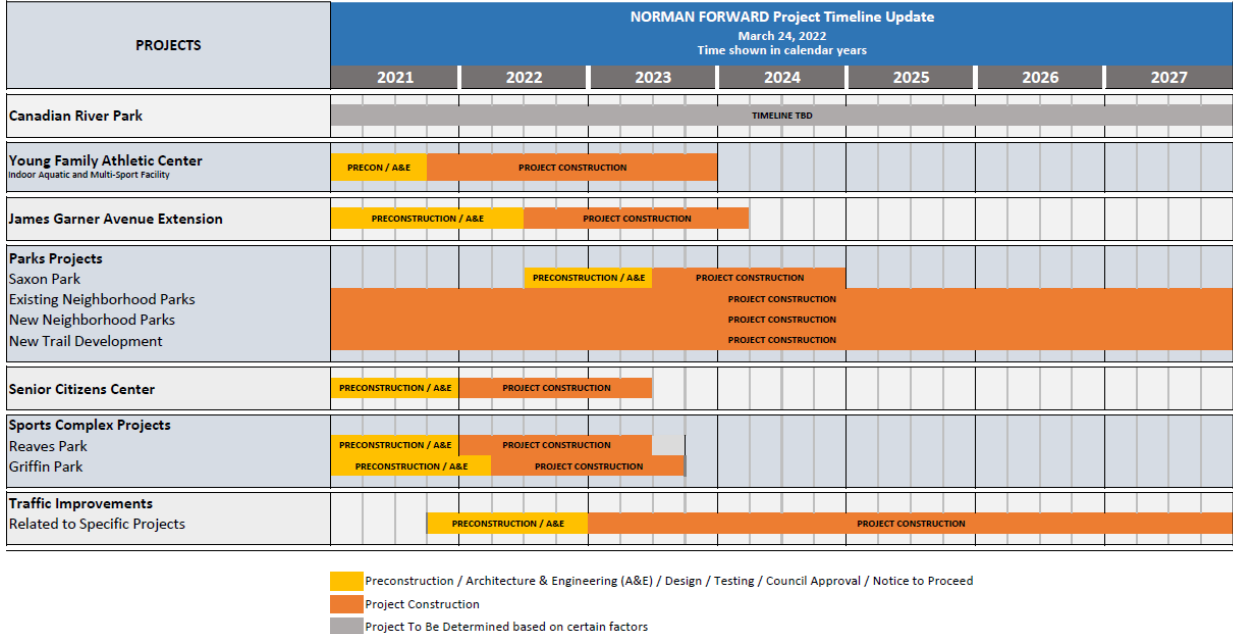
As part of the Implementation Plan, steps were taken to determine the order in which the projects, or phases of projects, would take place in the program. To complete this task, the Program Manager attended Citizens Financial Oversight Board meetings, ad hoc advisory group meetings, and worked with City Staff. City Staff provided budget information critical to project sequencing. The goal is to create a logical project progress schedule within the constraints of the funding structure. Individual project’s schedules are updated in their discussions above.

Potential impacts to the overall NORMAN FORWARD project timeline include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other increases in cost of project construction
- Other unforeseen circumstances

The chart below is updated to reflect changing time schedules for the various projects as the overall Norman Forward program moves forward.

Project Timeline



V. Conclusion

This Implementation Plan includes an introduction and history of the NORMAN FORWARD program, project descriptions, scopes of work, budgets, project phasing, and the Project Timeline. The original Implementation Plan was adopted by the City Council on June 28, 2016 (Resolution R-1516-130) and minor updates have been approved periodically by the Citizen's Financial Oversight Board (CFOB). At various points in time as significant projects are completed or changes are made, amended Implementation Plan documents will be re-submitted for Council consideration. On the recommendation of the CFOB, the Implementation Plan was formally amended on October 8, 2019 by Resolution R-1920-44 and again on April 12, 2022 by Resolution R-2122-110.

Upon the recommendation of the Citizens Financial Oversight Board and final approval by City Council, City Staff will implement and administer the 15-year plan. The Program Manager will assist City staff with programming, cost estimating, design review, and construction observation on projects outlined by their contract with the City.

This document is based on currently available information as well as certain assumptions made based on anticipated requirements. It may be further

amended by City Council as new information arises or other changes occur over the 15-year life of the quality-of-life program.

Additional Information

NORMAN FORWARD, City of Norman

<https://www.normanok.gov/your-government/projects-initiatives/norman-forward>

“Norman Voters Approve Sales Tax Increase”

<http://journalrecord.com/2015/10/14/voters-approve-sales-tax-increase/>

2009 Parks and Recreation Master Plan, City of Norman

<https://www.normanok.gov/sites/default/files/documents/2020-05/ParksMasterPlan1.pdf>

Young Family Athletic Center

<https://www.normanok.gov/residents-visitors/parks-recreation/young-family-athletic-center>

Senior Wellness Center

<https://www.normanok.gov/residents-visitors/parks-recreation/senior-wellness-center>

Norman Forward CFOB Annual Report

For the period October 1, 2020 – December 31, 2021

January 10, 2024

Honorable City Council Members
 Honorable Trustees of the Norman Municipal Authority (NMA)
 201 West Gray Street
 Norman, Oklahoma 73069

Dear Mayor/Chair Heikkila and City Council Members/NMA Trustees:

The NORMAN FORWARD Citizen's Financial Oversight Board (CFOB) met on December 29, 2023, with the following members present:

Andy Rieger, Chair	Linda Price
Alva Brockus	Cynthia Rogers
Zachary Simpson	Saidy Orellana
Misty Grantham	

During the meeting, the Board discussed the funding for the Griffin Land Lease payments from the NORMAN FORWARD Fund and the ongoing negotiations between the City and the Oklahoma Department of Mental Health and Substance Abuse (ODMHSAS) of the sale of the Griffin Property. Originally, \$10,000,000 in funding was included in the 2015 NORMAN FORWARD vote to authorize the purchase of the Griffin property, including the current Sutton Wilderness Park, Griffin Park and Francis Cate Park. It was determined to be mutually beneficial for the City to enter into a long-term lease for this property in 2018 for up to a 30 year period, at which time the City has a purchase option for the land. Lease payments of \$80,000 per year, paid from the NORMAN FORWARD funds, will apply to the ultimate purchase of the land. \$7,600,000 of this original budget was then re-allocated to the Adult Wellness and Education Center project.

The CFOB discussed the potential long-term positive effect to the NORMAN FORWARD Sales Tax Fund if the funding for these payments was re-appropriated from the General Fund rather than the NORMAN FORWARD Fund. Re-appropriating these payments in the City's General Fund would increase the amount of NORMAN FORWARD funds that would be budgeted for future projects. We continue to be concerned with the NORMAN FORWARD Fund's sales and use tax shortfalls when compared to the original projections made in 2015.

While the negotiations are still ongoing, the CFOB has determined that the potential purchase of the Griffin property has gone beyond the scope of the NORMAN FORWARD project to become a city-wide project and that this lease agreement should no longer be paid by NORMAN FORWARD funds. **By unanimous vote, CFOB recommends that the Council understand the potential benefit to the NORMAN FORWARD Fund if the funding for the Griffin Land Lease Payments, in the amount of \$80,000 per year, were re-appropriated from the General Fund.**

We are glad to respond to any questions you may have regarding our discussion and this action.

Sincerely,

Andy Rieger, Chair
Norman Forward Citizens Financial Oversight Board

EC: NORMAN FORWARD Citizen's Financial Oversight Board Members
Darrel Pyle, City Manager/NMA General Manager
Anthony Francisco, Finance Director/NMA Treasurer
Kathryn Walker, City Attorney/NMA General Counsel

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

C O N T R A C T

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”.

W I T N E S S E T H

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

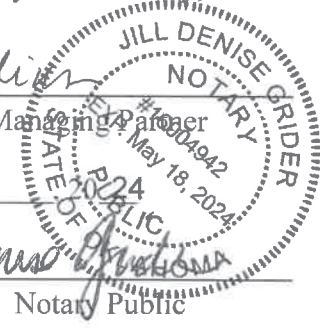
ATTEST: Jill Grider
Corporate Secretary

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: 16004942

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.

[Signature]
Notary Public Sarah Timmons 129058366



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 # 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:

Brian Call
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 S-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, Sarah Timmons

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

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

Ashlyn Simchik
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 Happy Playgrounds, LLC
Corporate Secretary Company Name

Mailing Address of Principal: BY Hilli Collins
Principal

8601 South Oxford Avenue
Tulsa, OK 74137

Travelers Casualty and Surety Company of America
Surety Name

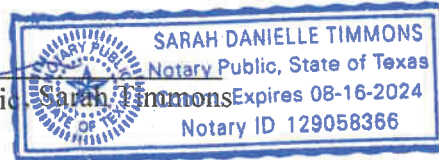
BY: Sean J McCauley, Jr.
Sean J McCauley, Attorney-in-Fact

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.

Stephan Wilson
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, 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, 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, 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 - 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

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

C O N T R A C T

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”.

W I T N E S S E T H

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)

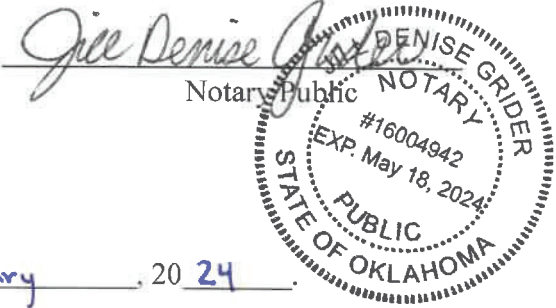
COUNTY OF Tulsa)

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

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.

Alyson Williams
City Attorney

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

ATTEST: _____
Mayor

City Clerk

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

STATUTORY BOND

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 Gull
Corporate Secretary

Happy Playgrounds, LLC
Company Name

BY Kyle 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.
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.

[Signature]
Notary Public  Sarah Danielle Timmons

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:

City Clerk

Mayor

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

PERFORMANCE BOND

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, 20 24.

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:

Bridget Calhoun
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

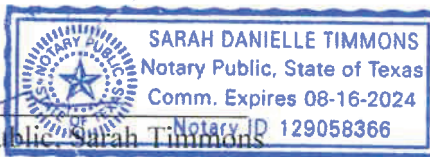
BY Sean J. McCauley, Jr.
Surety
Sean J McCauley, Jr., Attorney-in-Fact

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, 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, Sarah Timmons



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

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

Ashlyn Simchik
City Attorney

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

ATTEST: _____
Mayor

City Clerk

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

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:

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
Tulsa, OK 74137

Travelers Casualty and Surety Company of America
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, 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, 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, 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 - 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

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

To: Darrel Pyle, City Manager
From: Scott Sturtz, Acting Director of Public Works
Subject: Weekly Report
Date: March 20, 2024

Major Transportation Projects:

James Garner Avenue Phase 2 – Acres Street to Flood Avenue:

The Oklahoma Department of Transportation conducted a bid opening on October 20, 2022, for the James Garner Avenue Norman Forward Project. The low bidder was Redlands Contracting, LLC of Warr Acres, Oklahoma, with a construction cost of \$7,820,000. Approximately \$4.8 million of this will be paid from federal grant funds. The remainder is paid for with Norman Forward funding.

ODOT awarded the project on November 7, 2022. This project has a 460-calendar day construction schedule, which will likely result in summer 2024 completion. The Oklahoma Department of Transportation is administering the construction of this project, with the assistance of Smith Roberts Baldischwiler.

The project involves the following items:

- Construction of a new roadway extension of James Garner Avenue beginning from just north of Acres Street adjacent to the Norman Municipal Library and extending north of Robinson Street to connect to Flood Avenue.
- New multilane roundabout intersection between the Flood Avenue and the new James Garner extension
- A new vehicular and pedestrian bridge over Robinson Street with aesthetics honoring James Garner as the roadway's namesake.
- Reconstruction and extension of the Legacy Trail with improved pedestrian lighting.
- Low Impact Development such as plantings and landscaping in the roadway medians and at bridge abutments to filter runoff and help prevent erosion.
- Reconfigured connections between local streets from Johnson Street to Himes Street.
- Decorative roadway lighting and landscaping.

As of the last pay application on 2/29/2024, 68% of the total contract amount has been expended. Through 2/29/24, 60% of the contract time had expired.

The contractor is currently working on the following construction items this week and next week:

- Strip bridge forms
- Construct remainder of paving to south bridge approach
- Install decorative paving in Robinson St. median under the bridge and in truck apron for roundabout
- Reopen lanes on Robinson Avenue (intermittent temporary lane closures will still be necessary for specific bridge construction operations, but roadway will be open normally).
- *Install decorative paving on east half of roundabout*
- *Install landscaping terraces adjacent to bridge*

