



CITY OF NORMAN, OK
BOARD OF PARKS COMMISSIONERS MEETING
Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069
Thursday, September 05, 2024 at 5:30 PM

AGENDA

AMENDED

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

ROLL CALL

MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

BOARD OF PARK COMMISSIONERS MEETING MINUTES OF
MAY 2, 2024

DISCUSSION ITEMS

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED CITY COUNCIL ITEMS

ACTION ITEMS

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE REQUEST FROM DEBRA GOIT TO INSTALL A "TELEPHONE OF THE WIND" IN RUBY GRANT PARK
4. ANNUAL PRESENTATION FROM SOONER THEATRE
5. ANNUAL PRESENTATION FROM MOORE-LINDSAY HISTORICAL MUSEUM

REPORTS

6. NORMAN FORWARD UPDATE
7. DEPARTMENT UPDATES

MISCELLANEOUS ITEMS

PUBLIC COMMENTS

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

ADJOURNMENT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/05/2024

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks & Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR
POSTPONEMENT OF THE MINUTES AS FOLLOWS:

BOARD OF PARK COMMISSIONERS MEETING MINUTES OF
MAY 2, 2024

Norman Board of Parks Commissioners
May 2, 2024

Item 1.

The Norman Board of Parks Commissioners of the City of Norman, Cleveland County, State of Oklahoma, met in a Regular Session in the Executive Conference Room of the Norman Municipal Building, on the 2nd day of May 2024 at 5:36 p.m., and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

ROLL CALL

Present: Chair Sheriff and Commissioners Davison, Isacksen, Ross, Sallee, Usry, and Wright

Absent: Commissioners Moxley and One Vacancy

City Officials

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

ITEM 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF
MINUTES FROM THE MARCH 7, 2024, PARK BOARD MEETING

Commissioner Isacksen made the motion, and Commissioner Davison seconded to approve the Park Board minutes on March 7, 2024. The vote was taken with the following results:

YEAH: Chair Sheriff and Commissioners Davison, Isacksen, Ross, Sallee, Usry, and Wright

NAY: None

ITEM 2, being:

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

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

- Proclamation P-2324-31 proclaiming April 20, 2024, as the 50th Birthday of the Community After School Program in the City of Norman.
- Contract K-1819-70, Amendment #3, with the Norman Optimist Club to Modify their Payment of Metered Electric Costs at Reaves Park.
- Contract K-2223-140 Final Acceptance with ACS Playground Adventures, Inc., for the Bentley Park Playground Project and Final Payment of \$200,000.
- Contract K-2324-64 Final Acceptance with Precision Construction and Contracting, LLC, for the Bentley Park Tennis and Pickleball Courts Project and Final Payment of \$17,102.20.
- Contract K-2324-71 with the Norman Youth Soccer Association Inc. for the Use and Maintenance of Griffin Community Park for a period of 5 Years.
- Resolution R-2324-141 Authorizing the City Attorney to Retain Certain Outside Counsel to Provide Legal Representation on behalf of the City Regarding Design and/or Construction Issues with the Norman Public Library Central.

ITEM 3, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF LAND
OR FEE IN LIEU OF PARKLAND FOR THE OLD DAIRY FARM ADDITION

Mr. Briggs, Park Development Manager, said The Old Dairy Farm Addition is located west of Chautauqua Avenue and north of State Highway 9. He said the addition is located across the street from the University of Oklahoma at the Sonia Drive intersection. Mr. Briggs said the plat contains eight (8) units of residential duplex zoning, and when developed, there will be a total required parkland dedication of .0354 acres. He said this development would also yield \$600 in Neighborhood Park Development Fees and the same in Community Park Development Fees once all the building permits have been issued.

Mr. Briggs said that staff does not recommend a public or private parkland decision for this small development. He said this site is adjacent to a large apartment complex that borders one part of Walnut Ridge Park, which has existed for decades and is very popular with those living in the surrounding neighborhoods. He said the eight (8) additional housing units would not put a significant user demand on Walnut Ridge Park. Staff recommends that the Park Board accept a fee-in-lieu of parkland decision for The Old Dairy Farm Addition.

Commissioner Davison made the motion, and Commissioner Sallee seconded to accept a fee-in-lieu of parkland decision for The Old Dairy Farm Addition. The vote was taken with the following results:

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

ITEM 4 being:

NORMAN FORWARD UPDATE

Mr. Jason Olsen, Director of Parks and Recreation, gave the Board a quick Norman Forward (NF) update and said the Young Family Athletic Center (YFAC) continues having tournament after tournament, including basketball tournaments and swim meets. He said the Adult Wellness and Education Center (AWE) membership has grown to 2,700, and Healthy Living Norman is planning a celebration when the membership reaches 3,000. Mr. Olsen said the playground area and trails had been completed at Bentley Park, and work continues on the pickleball court, the first stand-alone pickleball court located in a Norman Park. He said the NF Saxon Park Project has a \$2 million budget, and the NF Saxon Park Ad Hoc Committee began meeting last month to discuss and rank priority park amenities. He said the consultant would return a proposed design and budget update later this month. Mr. Olsen said the old Sunrise and Falls-Lakeview Parks playgrounds have been demolished. He said the new playground equipment for both parks has been delivered and will be installed soon.

ITEM 5, being:

DIVISIONAL UPDATES

Mr. Mitchell Richardson, Interim Recreation Manager, highlighted upcoming events to include the Mom Prom at the Noun Hotel on Saturday, May 4, 2024. He said there are three dances: 2 p.m., 4:30 p.m., and 7:30 p.m., with the last dance for 21 and older. He said Kids to Park Day is a national day of outdoor play and will be celebrated on May 18th, 2024, from noon to 2 p.m., at Prairie Creek Park. Mr. Richardson said the event is free and open to the public. He said registration is open for the YFAC Summer Youth Basketball League and will close on May 26, 2024, and a WWFAC summer preview for season pass holders is on May 25th, with the pool opening to everyone on May 26, 2024. Mr. Richardson said the Outdoor Movie Series continues on May 24th at Lions Park, featuring Barbie, a free event open to everyone. He said activities will begin at 7:00 p.m. and the film starts at sunset. Mr. Richardson noted summer camp registration opened recently and, at this time, all three recreation centers are full.

Mr. James Briggs, Park Development Manager, said crews recently replaced all 18 disc golf baskets at Griffin Park and added nine (9) additional baskets. He said Tee signs have been added to all the 18 disc golf holes at Colonial Commons Park, and staff is working on a project to add a new crossing bridge (to replace the

old and unsafe bridge) at Northeast Lions Park. Mr. Briggs said staff advertised bids to build a new central restroom building at Reaves Park to replace the old concrete block building demolished last year. He said McKinney Partnership has designed the new building, which will include a men's, women's, and family option with adult changing tables on the women's and family's side and baby changing stations on all three sides. He said the building would resemble the restroom constructed at Rotary Park in 2020. Mr. Briggs said crews are re-surfacing three outdoor tennis courts at Westwood Park Tennis Center. He said the four oldest courts were re-done last year, and these three are the next oldest. Mr. Briggs said staff is also working on a final contract with a design team who will work with us to masterplan the golf and tennis clubhouse and service areas, and once approved, we will begin a process to plan for a central park project to modernize and expand the facilities. He said the City Forester attended training to become a Wildfire Risk Reduction Qualified Arborist, which will be essential to getting Norman's Community Wildfire Protection Plan in place. He said the staff is also working to become a Fire Wise Community through a program with the State of Oklahoma Department of Agriculture, Food and Forestry.

Mr. Wade Thompson, Parks Manager, said that after a recent storm, crews helped clear down trees for several days. He said only limbs (not trees) were lost in City parks and at Westwood Golf. Mr. Thompson noted that staff helped the Sutton Urban Wilderness Group during the University of Oklahoma Big Event, specifically hauling off private property they had removed from some regions of Sutton Wilderness Park. He said staff also recently helped prepare Reaves Park for the annual Medieval Fair and the Earth Day Event.

MISCELLANEOUS DISCUSSION

Commissioner Ross thanked staff for all their help in removing the privet at Sutton Wilderness Park by the Sutton Urban Wilderness Group during the recent OU Big Event.

PUBLIC COMMENTS

None.

ADJOURNMENT

Chair Sheriff adjourned the meeting at 5:57 p.m.

Passed and approved this _____ of _____ 2024

Sherrel Sheriff, Chair

PARK TOUR

The Park Board took a park tour beginning with the recently completed Young Family Athletic Facility (YFAC), then continued to the new Bentley Park, which is due to open in the summer of 2024, and Saxon Park.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/052024

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTER: Jason Olsen, Director of Parks & Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED CITY COUNCIL ITEMS

DISCUSSION:

The City of Norman City Council met August 13 and August 27, 2024, to consider several items pertaining to the Parks and Recreation Department. Staff has included those previously approved City Council agenda items to keep you informed and up to date.

City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



City Council

Tuesday, August 13, 2024

6:30 PM

Director of Parks and Recreation

**City Council, Norman Utilities Authority, Norman Municipal Authority,
and Norman Tax Increment Finance Authority**

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

Councilmembers Austin Ball, Ward 1, Matthew Peacock, Ward 2, Bree Montoya, Ward 3, Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle, Ward 6, Stephen Tyler Holman, Ward 7, Scott Dixon, Ward 8, Mayor Larry Heikkila.

File Attachments for Item:

9. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$23,855.00 FOR A MURAL TO BE PAINTED ON THE SOUTH EXTERIOR WALL AT THE NORMAN FIREHOUSE ARTS CENTER, LOCATED AT 444 SOUTH FLOOD AVENUE



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/13/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$23,855.00 FOR A MURAL TO BE PAINTED ON THE SOUTH EXTERIOR WALL AT THE NORMAN FIREHOUSE ARTS CENTER, LOCATED AT 444 SOUTH FLOOD AVENUE

BACKGROUND:

The Norman Firehouse Arts Center approached the City of Norman Parks and Recreation Department regarding a mural on the facility's south exterior wall in Lion's Park at 444 South Flood Avenue. The public art donation is valued at \$23,855 and is commissioned by the Firehouse Art Center Board of Directors.

In August of 2023, the City Council approved a separate mural painted on the exterior of the west side of the Firehouse Art Center. The mural is now known as "Huichol Boy" and was completed in October 2023.

The Norman Board of Park Commissioners unanimously recommended on August 6, 2024, that the City Council accept this donation for a mural on the south exterior wall at the Firehouse Art Center.

DISCUSSION:

Chapter 12, Section 12-110 states that the City Council must first accept any item donated to the City with a value above \$250. Furthermore, Chapter 2, Section 2-311 states that "the City shall accept all donations of public art, as defined herein, that are made in accordance with article I, section 4 of the Charter. . ." Article I, Section 4 of the City Charter allows the City to "receive bequests, gifts, and donations of all kinds of property in fee simple or trust for charitable or public purposes and perform all acts necessary to carry out the purposes of such bequests, gifts, donations or trusts, with power to manage, sell, lease or otherwise dispose of same in accordance with the terms of the bequest, gift, donation, or trust."

Project: Mural on the South Wall of Firehouse Art Center

The Firehouse Art Center has commissioned Carlos Barboza to produce a mural on the South Wall of our building at 444 South Flood Avenue, Norman, OK 73069. The mural will pay homage to the building's history as a Firestation and its current use as an art facility for the City of Norman. The installation would take approximately 14 days to complete (weather permitting). He will use the best quality enamel spray paint in the market (Montana Gold) to ensure the art remains vibrant and long-lasting. Also, he will be applying a clear-coat UV/Graffiti application to preserve the mural. The Parks and Recreation Department would assist by loaning their lift to complete the mural. In total, this donation is \$23,855.00.

This is a \$23,855.00 Public Art donation at the Firehouse Art Center building at 444 South Flood Avenue.

RECOMMENDATION:

Staff recommends acceptance of the Public Art donation valued at \$23,855.00 for a Mural to be Painted on the Southside of the Firehouse Art Center.



FIREHOUSE ART CENTER

July 12, 2024
Jason Olsen
Director of Parks and Recreation
225 N Webster Avenue,
Norman, OK 73069

Re: Firehouse Mural Donation to the City of Norman

Dear Jason,

As you and I have discussed we need to present and accept our most recent donation to City Council. I hope this letter will serve as a record of the donation.

Project: Mural on South Wall of Firehouse Art Center

Carlos Barboza has been commissioned by the Firehouse Art Center to produce a mural on the South Wall of our building at 444 South Flood Avenue, Norman, OK 73069 pending approval from City Council. The mural installation would take approximately 14 days to complete (weather permitting). He will use the best quality enamel spray paint in the market (Montana Gold) to ensure that the art remains vibrant and long lasting. Also, he will be applying a clear coat UV/Graffiti application to preserve the mural. Parks and Rec would assist by loaning their lift to complete the mural.

In total this donation is \$23,855.00.

Thank you for all your help and support.

Sincerely,

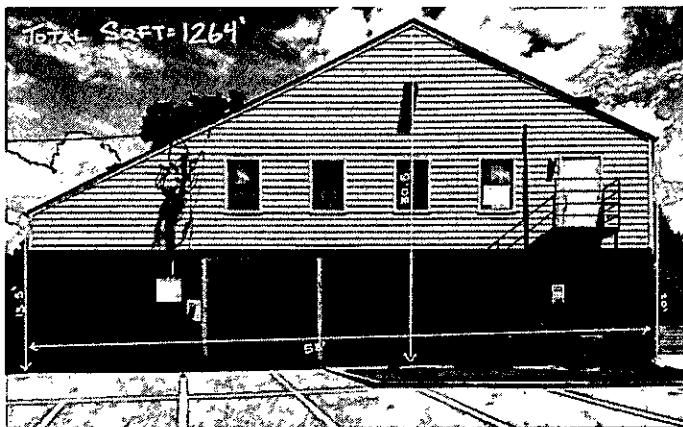
Andy Couch
Executive Director/Curator



Barboza Art & Mural Co.

MURAL QUOTE

Firehouse Art Center



SIZE: Approx. 1264 sqft (This is an approximate number. This also excludes square footage taken up by windows.)

PROCESS: The mural installation would take approximately 14 days to complete (weather permitting). I will use the best quality enamel spray paint in the market (Montana Gold) to ensure that the art remains vibrant and long lasting. Also, any clear coat or UV/Graffiti application is optional and will be added upon request.

Mural Budget:

Description	Units	Price per unit	Cost
Flat rate for mural installation			\$ 22,860.00
Design/Mock Up fee			\$ 500.00
ColorShield UV Paint Preserver	5 gallons		\$ 495.00
		Subtotal	\$ 23,855.00
		Total	\$ 23,855.00

(Note: The Sherwin Williams brand UV clear coat included in the quote is the best product I have ever used. For this reason, it's also one of the most expensive. There are plenty of other products in the market that we can use if necessary, but the one I included is the one I can vouch for the most.)

ARTIST FEE INCLUDES: Travel within Oklahoma and Canadian County, all paint, materials, assistant fees, taxes, and any other .

ARTIST FEE DOES NOT INCLUDE: Travel outside of Oklahoma and Canadian County, equipment rental, liability insurance, additional UV/anti-graffiti coatings, or wall repair/preparation.

Payment Terms

A 50% non-refundable deposit is due a week prior to the start date of painting (this allows for the ordering of supplies). Full balance is due on the final day of completion.

Andy, let me know if you have any questions regarding this quote. Thank you for your consideration!

-Carlos Barboza

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$103,321 FOR THE BUILDING C (HR/IT) PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND FINAL ACCEPTANCE AND PAYMENT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/13/2024

REQUESTER: Brenda Hall, Project Manager

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$103,321 FOR THE BUILDING C (HR/IT) PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND FINAL ACCEPTANCE AND PAYMENT.

BACKGROUND: City Council, in its meeting of January 22, 2019, approved Contract K-1819-99 with the McKinney Partnership Architects (McKinney) to provide the initial assessment and schematic design services related to the renovation of the Norman Municipal Complex.

On March 24, 2020, City Council approved Contract K-1920-133 with Crossland Construction Company, Inc., to provide construction management at risk (CMaR) services for the Municipal Complex Renovation Project. The initial contract amount of \$32,390 was approved for the purpose of providing pre-construction services which, to date, have included plan review, design assistance, bidding services and value engineering.

Amendments One through Four were related to the City Hall and Development Center portions of the Municipal Complex Renovation Project.

The Norman Municipal Authority, in its meeting of April 14, 2023, approved Amendment Five to Contract K-1920-133 with Crossland Construction Company, Inc., to establish the Guaranteed Maximum Price of \$3,200,000 for the HR/IT portion of the Municipal Complex Renovation Project.

DISCUSSION: Construction began in May 2023 and was substantially completed in March 2024. All items have now been completed and the project is ready for final acceptance. The final amount of the contract totaled \$3,096,679, which is a savings of \$103,321. This project was accounted for in Municipal Complex Renovation, Construction (Account 50196644-46101; Project BP0045). Change Order Four reconciles all sections of the contract and returns contingency and allowances in the amount of \$103,321 to the City.

RECOMMENDATION: It is recommended that City Council approve Change Order Four to Contract K-1920-133 with Crossland Construction Company, Inc., decreasing the contract amount by \$103,321 and accept the project as complete for the HR/IT portion of the Municipal Complex Renovation Project.

Norman Municipal IT-HR - 23OK31-MQA

23OK31-MQA

201 West Gray Street
Norman, OK 73069

Date: 7/2/2024
To: Josh Gilkeson
Crossland Construction Company, Inc.
833 S East Ave PO Box 45
Columbus, KS 66725

Contract Date: 5/8/2023
Contract Number: 0001
Change Order Number: 001

The Contract is hereby revised by the following items:

Final deductive change order

Item Number	Description	Amount
01	Contingency Return	\$(59,626.58)
02	Allowances Return	\$(25,900.00)
03	PR Balance Return	\$(17,794.42)

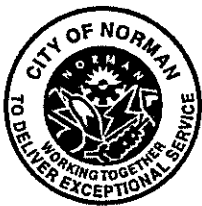
The original Contract Value was.....	\$3,200,000.00
Sum of changes by prior Owner Contract Change Orders.....	\$0.00
The Contract Value prior to this Owner Contract Change Order was.....	\$3,200,000.00
The Contract Value will be changed by this Owner Contract Change Order in the amount of....	\$(103,321.00)
The new Contract Value including this Owner Change Order will be.....	\$3,096,679.00
The Contract duration will be changed by.....	0 Days

Notes

ARCHITECT	Crossland Construction Company, Inc. CONTRACTOR	City of Norman OWNER
Address	833 S East Ave PO Box 45 Columbus, KS 66725	201 West Gray Building C Norman, OK 73069
By	By <i>Aaron Swoops</i>	By
Signature	Signature <i>Aaron Swoops</i>	Signature
Date	Date 7.3.24	Date

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-125 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC. FOR THE SUNRISE PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$220,000.00



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/13/2024

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 THE FINAL ACCEPTANCE OF CONTRACT K-2324-125 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC. FOR THE SUNRISE PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$220,000.00

BACKGROUND:

In October 2015, Norman residents passed the NORMAN FORWARD initiative, which will fund various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve all of the city's neighborhood parks. The funds for this project are "pay-as-you-go," meaning we can do a few park projects per year as the funds from the sales tax are collected. Sunrise Park is the most recent park to receive improvements as part of this initiative.

DISCUSSION:

On March 12, 2024, the City Council approved Contract Number K-2324-125 for the Sunrise Park Playground project to Happy Playgrounds LLC. in the amount of \$220,000.00. The work included installing all play equipment and synthetic turf safety surfacing. No partial payments have been made while ordering and installing the playground equipment.

On July 1, 2024, the City of Norman Parks and Recreation staff inspected the project at Sunrise Park and found it complete per specifications.

RECOMMENDATION:

It is recommended that the City Council accept the Sunrise Park Playground project as complete and approve payment in the amount of \$220,000.00 to Happy Playgrounds LLC. Funding is available in the Norman Forward Neighborhood Park Improvements Project, Construction (account 51798830-46101; project NFP101).

Happy Playgrounds, LLC
 8601 S Oxford Ave
 Tulsa, OK 74137
 (918)851-9518
 kelli.collins@happyplaygrounds.com
 www.happyplaygrounds.com



Happy Playgrounds
 Play, World, Play!



BILL TO
 City of Norman, OK
 225 N. Webster
 Norman, OK 73069

SHIP TO
 City of Norman, OK
 Sunrise
 225 N. Webster
 Norman, OK 73069

INVOICE 2796

DATE 06/27/2024 TERMS Net 30

DUE DATE 07/27/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Playground Equipment	Playworld Custom ADA Accessible Driving & Solar System Panels	1	3,224.00	3,224.00T
Playground Equipment	Playworld Arch Swing Rope Basket Seat	1	1,852.00	1,852.00T
Playground Equipment	Playworld Belt Seat w/Silver Shield for 10ft Top Rail	2	170.00	340.00T
Playground Equipment	Playworld Infant Seat w/ Silver Shield Chain for 8ft Top Rail	1	295.00	295.00T
Playground Equipment	Playworld Whirl-A-Round	1	6,464.00	6,464.00T
Playground Equipment	Playworld 10ft 2-Unit Heavy Duty Swing	1	2,358.00	2,358.00T
Playground Equipment	Playworld Accessible Swing Seat	1	1,537.00	1,537.00T
Playground Equipment	Playworld 2-Unit Steel Arch Swing 8ft Top Rail	1	2,659.00	2,659.00T
Playground Equipment	Playworld, Arch Swing Add-A-Bay for Multi-User Seat	1	2,026.00	2,026.00T
Playground Equipment	Playworld QUITO (4in SM)	1	73,500.00	73,500.00T
Playground Equipment	Playworld Mighty Descent to Quito (4in SM)	1	10,979.00	10,979.00T
Freight	Freight	1	3,084.00	3,084.00T
Shade Structure	Shade Structures, Fabric Shade Monoslope Cantilever, Eave Height 10' to 14'	1	13,500.00	13,500.00
Installation	Installation of Playground Equipment, Shade, Drainage Wells (per spec) & Excavation of 6" depth	1	30,100.00	30,100.00
Playground Surfacing	IPEMA Certified Artificial Turf for 10' Fall Height, 3" Pad, 4" Agg Base; Includes Delivery & Installation	4,248	15.25	64,782.00T
Bonding	Payment & Performance Bond	1	3,300.00	3,300.00

Item 2.

Item 11.

SUBTOTAL

220,000.00

TAX

0.00

TOTAL

220,000.00

TOTAL DUE

\$220,000.00

PAYMENT AFFIDAVIT

STATE OF OklahomaP.O. NO. K-2324-125COUNTY OF TulsaINVOICE NO. 2796AMOUNT \$220,000.00

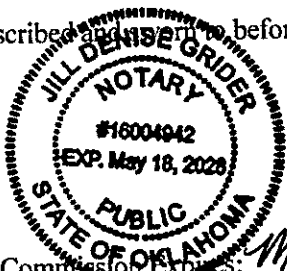
The undersigned contractor, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work, as shown by this invoice, has been completed in accordance with the plans and specifications furnished the Affiant. Affiant further states that (s)he has made no payments, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, money or any other thing of value to obtain payment of the invoice or to procure award of this Contract order pursuant to which an invoice is submitted.

Happy Playgrounds, LLC

Company Name

Sheli Collins

Engineer, or Supervisory Official

Subscribed and sworn to before me this 28th day of June, 2024.Jill Denise Grider
Notary Public (or Officer having
Power to Administer Oaths)My Commission Expires: May 18, 2028Commission Number: 16004942

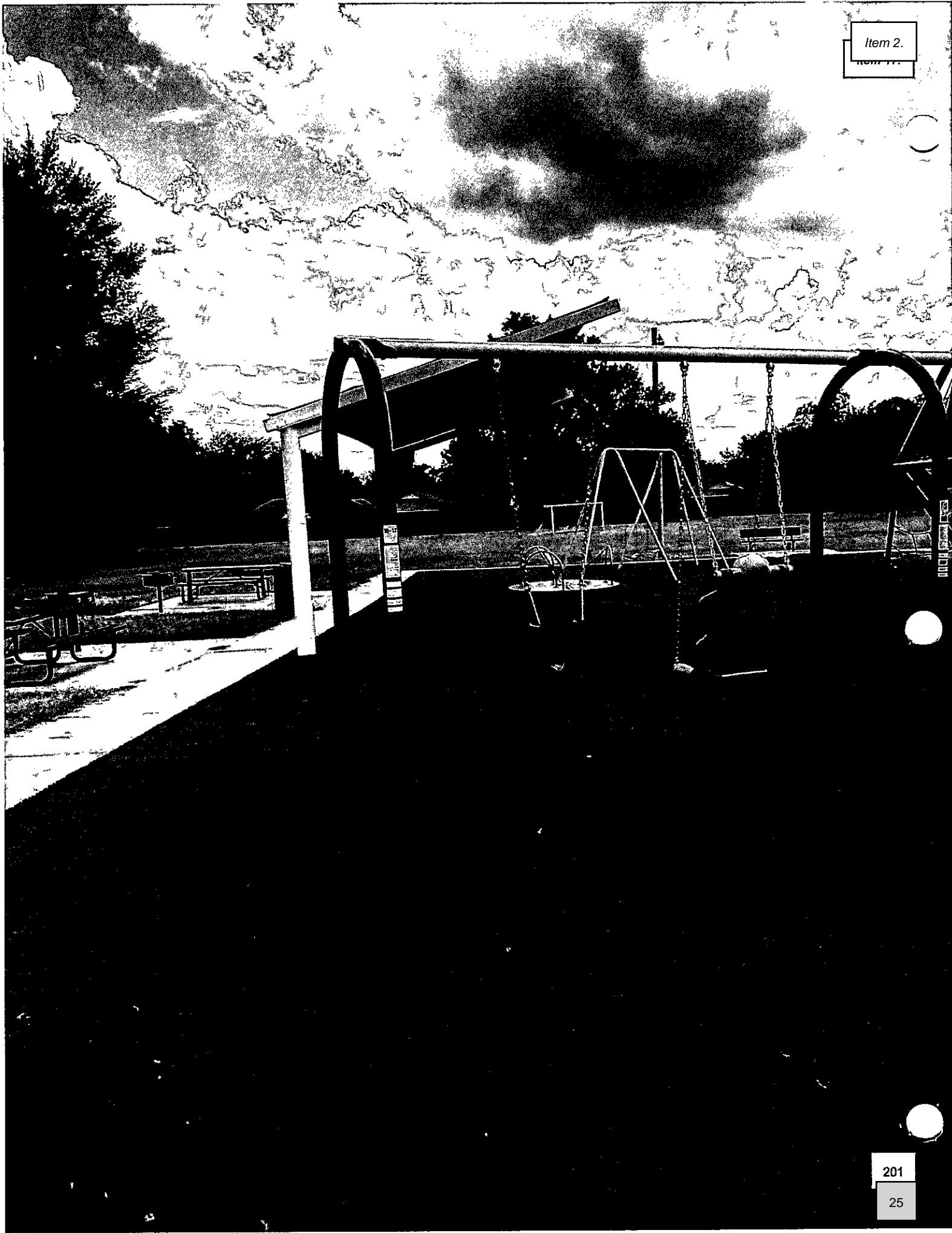
This form must be completed and submitted before any invoice over \$25,000.00 can be processed for payment.

Item 17.

Item 2.

2

Item 2.



City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069



City Council

Tuesday, August 27, 2024

6:30 PM

Director of Parks and Recreation

**City Council, Norman Utilities Authority, Norman Municipal Authority,
and Norman Tax Increment Finance Authority**

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

Councilmembers Austin Ball, Ward 1, Matthew Peacock, Ward 2, Bree Montoya, Ward 3, Helen Grant Ward 4, Michael Nash, Ward 5, Joshua Hinkle, Ward 6, Stephen Tyler Holman, Ward 7, Scott Dixon, Ward 8, Mayor Larry Heikkila.

File Attachments for Item:

14. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$30,610 FOR A KITCHEN RENOVATION AT THE REAVES PARK BUILDING, LOCATED AT 121 EAST CONSTITUTION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/27/2024

REQUESTER: Mitchell Richardson, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$30,610 FOR A KITCHEN RENOVATION AT THE REAVES PARK BUILDING, LOCATED AT 121 EAST CONSTITUTION

BACKGROUND:

In July 2023, the Parks and Recreation Department released Request for Proposal 2324-8 to solicit proposals for community programming within the Reaves Park Center at 121 East Constitution Street. The Reaves Park Center most recently served as a construction office for the construction company working on the Reaves Park Norman Forward Renovation. When the construction company vacated the facility in the spring of 2023, the Parks and Recreation Department desired to solicit an operator to activate the area and bridge programming gaps in the Norman community.

In November 2023, the City Council approved a contract with the Center for Children and Families, Inc. (CCFI) to operate the Reaves Park Center as a Norman Teen Center for Boys and Girls Club. CCFI hopes to open the Teen Center in the 2024-25 school year.

CCFI approached the City of Norman Parks and Recreation Department regarding kitchen renovation at the Reaves Park Building located at 121 East Constitution. The kitchen renovation is valued at \$30,610.

The Norman Board of Park Commissioners unanimously recommended on August 6, 2024, that the City Council accept this donation for a kitchen renovation at the Reaves Park Building.

DISCUSSION:

Chapter 12, Section 12-110 states that the City Council must first accept any item donated to the City with a value above \$250. Furthermore, Chapter 2, Section 2-311 states that "the City shall accept all donations of public art, as defined herein, that are made in accordance with article I, section 4 of the Charter. . . ." Article I, Section 4 of the City Charter allows the City to "receive bequests, gifts, and donations of all kinds of property in fee simple or trust for charitable or public purposes and perform all acts necessary to carry out the purposes of such bequests,

gifts, donations or trusts, with power to manage, sell, lease or otherwise dispose of same in accordance with the terms of the bequest, gift, donation, or trust."

Project: Zena's Kitchen

Zena's Kitchen is set to provide a state-of-the-art kitchen facility that can be utilized for community events, cooking classes, and other recreational activities, thereby enhancing the amenities available at Reaves Park and promoting increased usage and community involvement.

Zena's Kitchen is a project spearheaded by Assignment Hope International, Inc., aimed at renovating the kitchen at the Reaves Park Building. This initiative is part of a broader effort to refurbish the entire building in collaboration with the CCFI and the Boys and Girls Club in Norman. CCFI has diligently prepared a comprehensive plan and budget to ensure the successful implementation of this kitchen renovation project. This project represents a significant donation to the City of Norman, with all necessary funds secured by Assignment Hope International, Inc., requiring no additional financial support from the City.

RECOMMENDATION:

Staff recommends acceptance of a donation valued at \$30,610 for the renovation of the kitchen at the Reaves Park Community Center.

Assignment Hope International, Inc.
Budget for Zena's Kitchen

<i>Items</i>	<i>Budget Amount</i>	
Construction		
Permits - City of Norman	\$	200.00
Demo (Labor and Haul off)	\$	1,200.00
Flooring	\$	2,550.00
Cabinets	\$	3,000.00
Countertops	\$	2,250.00
Electrical (add/change outlets)	\$	1,000.00
Plumbing (including fixtures)	\$	1,500.00
Paint	\$	1,500.00
Trim	\$	350.00
Stainless Steel Sink	\$	450.00
Subtotal	\$	14,000.00
Appliances		
Appliances standard	\$	2,500.00
Appliances commercial	\$	6,000.00
Small appliances	\$	650.00
Subtotal	\$	9,150.00
Additional kitchen supplies/items		
Art/Custom Sign	\$	500.00
Large Gatorade drink dispenser	\$	100.00
Large rolling trash can	\$	50.00
Floor mat (rubber with holes)	\$	100.00
Open shelving unit	\$	125.00
Closed storage unit	\$	250.00
3 shelf rolling cart	\$	65.00
Silverware	\$	200.00
Cookware	\$	350.00
Bakeware	\$	300.00
Subtotal	\$	2,040.00
Cooking class supplies/items		
Plates/Bowls	\$	75.00
Serving Utensils	\$	100.00
Serving pieces	\$	100.00
Cutting boards	\$	80.00
Measuring cups/spoons	\$	80.00
Mixing bowls	\$	200.00
Food storage containers	\$	250.00
Rolling island/countertop	\$	300.00
2 burner electric cooktop	\$	85.00
Flat griddle cooktop	\$	150.00
Subtotal	\$	1,420.00
Contingencies	\$	4,000.00
Total Budget	\$	30,610.00

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDED BID-2324-43, AND CONTRACT K-2425-42: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MULTISPORTS, LLC, IN THE AMOUNT OF \$272,842, MAINTENANCE BOND MB-2425-17, PERFORMANCE BOND B-2425-23; AND STATUTORY BOND B-2425-24 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR PICKLEBALL COURTS CONSTRUCTION PROJECT, AND ADOPTION OF RESOLUTION R-2425-35, GRANTING TAX EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/27/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDED BID-2324-43, AND CONTRACT K-2425-42: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MULTISPORTS, LLC, IN THE AMOUNT OF \$272,842, MAINTENANCE BOND MB-2425-17, PERFORMANCE BOND B-2425-23; AND STATUTORY BOND B-2425-24 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR PICKLEBALL COURTS CONSTRUCTION PROJECT, AND ADOPTION OF RESOLUTION R-2425-35, GRANTING TAX EXEMPT STATUS.

BACKGROUND:

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

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as separate projects. After extensive public input and consideration by the City Council, acting as Trustees of the Norman Municipal Authority (NMA), these projects were combined into one comprehensive project in 2018, located at the southeast corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex includes eight full-sized basketball or twelve volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-lane warm-up pool; concession stands; retail space; administration offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic. The building and the project were named the Young Family Athletic Center ("YFAC") in July of 2021 (K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building, and the health and wellness clinic is now "Ortho Central" and "NMoion".

The YFAC officially opened to the public on February 19, 2024. Since then, there has been an ongoing effort to look for ways to offer increased opportunities for residents to participate in the various programs and sports offered. Programs include indoor gym sports, such as basketball, volleyball, and pickleball, and the pool's different aquatic activities. Residents often asked for additional outdoor sports courts and activities, especially lighted pickleball courts and sand volleyball. The design team for the outdoor portion of the YFAC is JHBR Architecture. They created schematic designs for these sports and other outdoor recreation on the east side of the

building as part of their work. There is also a citywide occurrence of requests for outdoor pickleball courts. With this in mind, a Request for Proposals (RFP) was issued to construct six lighted outdoor pickleball courts with fencing and paved walkways to and around the courts, based on the concept drawing from JHBR. Those proposing the work would be responsible for the courts' final layout and construction design, which the City will review and approve before starting construction.

It was determined that funding for the construction could either come from: 1) the funds remaining in the project once the original YFAC construction contract with GE Johnson was closed, or 2) from other funding sources, such as the parks portion of the City's Room Tax. It is anticipated that construction for other outdoor sports courts or fields at the YFAC may be needed in the coming years, as funding allows, and as customer demands drive our programming at this very popular new facility.

DISCUSSION:

On March 9 and 16, 2024, RFP Number 2324-43 for the YFAC Pickleball Courts Project was advertised in the Norman Transcript, Southwest Construction News, e-Plan, i-Square Foot, Bid News, and the City's website. Bid packets were distributed to six general construction contractors, five of whom responded with complete proposals.

The Parks Development Division reviewed the proposals, which included a base bid to do the work, including the final design and layout based on the schematic design prepared by JHBR Architecture. When the different proposals were compared, it was determined that the bid from Multisports, LLC (Multisports) presented the best pricing to fulfill the project's goals. The lighting for each bidder was included as part of the lump-sum proposal. Once a low bidder was chosen and notified, however, staff requested that a revised estimate of the work be provided that did not include the lighting. Pickleball is a sport that can be played day or night, and lights can be added after the courts are constructed, as long as there is a way to connect the light poles to a power source without damaging the court surfaces.

It was determined that the installation of the lighting would be delayed and the construction of the courts would be done in anticipation of lighting being added in the future.

Staff recommends awarding Contract Number K-2324-42 to Multisports, LLC, in the amount of \$272,842 for the YFAC Outdoor Pickleball Courts Construction Project. The funding is proposed to come from an appropriation from the parks development portion of the Room Tax Fund balance. Appropriated funds will be used to cover the cost of the courts' construction as well as the costs the City of Norman anticipates to pay for concrete testing and other third-party services associated with the project.

RECOMMENDATION 1: It is recommended that the City Council appropriate \$290,000 from the Room Tax Park Development Fund Balance (23-79000) into YFAC Outdoor Pickleball Courts, Construction (Account 23793375-46101; Project RT0093)

RECOMMENDATION 2: It is recommended that Bid Number 2324-43 be awarded to Multisports, LLC, in the amount of \$272,842 for the YFAC Outdoor Pickleball Courts Construction Project.

RECOMMENDATION 3: It is further recommended that the City Council approve Contract K-2425-42, Performance Bond B-2425-23, Statutory Bond B-2425-24, and Maintenance Bond MB-2425-17 for the YFAC Outdoor Pickleball Courts Construction Project.

RECOMMENDATION 4: It is further recommended that Multisports, LLC, be authorized and appointed as project agent for the YFAC Outdoor Pickleball Courts Construction Project by Resolution R-2425-35 to avoid the payment of sales tax on materials purchases related to the project.

Contract # K-2425-42**CONTRACT**

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

WITNESSETH

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

YOUNG FAMILY ATHLETIC CENTER OUTDOOR PICKLEBALL COURTS

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

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the City, 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 Seventy Two Thousand Eight Hundred Forty Two DOLLARS and Zero CENTS (\$272,842.00);

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 March 9 and 16, 2024 ; the Request for Proposal (RFP#2324-43), containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal;

Contract # K-2425-42

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 Twenty (120) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

Contract # K-2425-42

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:

Multisports, LLC:
Mitch Pinkham; Managing Member
301 W. 53rd Street N.
Wichita, KS 67204

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-2425-42

- 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-2425-42

- 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-2425-42

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

Multisports LLC
Company Name

ATTEST: _____
Corporate Secretary

BY *Mitch R. Pinkham*
President or Managing Partner

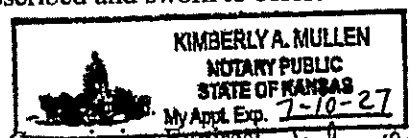
STATE OF Kansas)

COUNTY OF Sedgwick)

Mitch R. Pinkham 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.

Mitch R. Pinkham
President or Managing Partner

Subscribed and sworn to before me this ____ day of _____, 20__.



My Commission Expires: July 10, 2027
Commission Number: 1210359

Kimberly A. Mullen
Notary Public

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 No. S027781

Bond # B-2425-24**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Multisports, LLC, as Principal, and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, 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 Seventy Two Thousand Eight Hundred Forty Two Dollars and No Cents (\$272,842.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

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

YOUNG FAMILY ATHLETIC CENTER OUTDOOR PICKLEBALL COURTS

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

NOW, THEREFORE, if the said Multisports, 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-2425-24

ATTEST:

BY

Corporate Secretary

Multisports, LLC

Company Name

BY

Mitch Pinkham,
Managing Member

Principal

ATTEST:

BY

Corporate Secretary (Surety)

Employers Mutual Casualty Company

Surety Name

BY

Karl E. Flemke,
Attorney-in-Fact

Surety

COLORADO

DENVER

STATE OF ~~OKLAHOMA~~, COUNTY OF ~~CLEVELAND~~, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 16th day of August, 2024 personally appeared Karl E. Flemke to me known to be the identical person who executed the foregoing, and acknowledged to me that he executed the same as Attorney-in-Fact free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: June 26, 2028

Commission Number: 20244024302

Notary Public

Philip J. Monasch
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20244024302
My Commission Expires June 26, 2028

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

City Attorney

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

ATTEST:

Mayor

City Clerk

Bond # B-2425-23**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Multisports, LLC, as Principal, and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, 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 Seventy Two Thousand Eight Hundred Forty Two Dollars and No Cents (\$272,842.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this _____ day of _____, 20_____.

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

YOUNG FAMILY ATHLETIC CENTER OUTDOOR PICKLEBALL COURTS

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

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

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

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

Bond #B-2425-23

ATTEST:

Multisports, LLC

Company Name

BY

Corporate Secretary

BY

Mitch Pinkham, Principal
Managing Member

Employers Mutual Casualty Company

Surety Name

ATTEST:

BY

Justin Rozen
Corporate Secretary (Surety)

BY

Karl E. Flemke,
Attorney-in-Fact

Surety

COLORADO DENVER
STATE OF ~~OKLAHOMA~~, COUNTY OF ~~CLEVELAND~~, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of August, 2024 personally appeared Karl E. Flemke to me know to be the identical person who executes the foregoing, and acknowledge to me that he executed the same as Attorney free and voluntary act and deed for the uses and purposes therein set forth.
-in-Fact

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

Notary Public

My Commission Expires: June 26, 2028

Commission Number: 20244024302

Philip J. Monasch
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20244024302
My Commission Expires June 26, 2028

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

City Attorney

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

Mayor

ATTEST:

City Clerk

Bond # MB-2425-17**MAINTENANCE BOND**

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

YOUNG FAMILY ATHLETIC CENTER OUTDOOR PICKLEBALL COURTS

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Employers Mutual Casualty Company, as a corporation organized under the laws of the State of Iowa, 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 Seventy Two Thousand Eight Hundred Forty Two Dollars and No Cents (\$272,842.00), 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.

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

Bond #MB-2425-17

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

Executed and delivered this _____ day of _____, 20____.

ATTEST: _____
Corporate Secretary

Multisports, LLC
Company Name

Mailing Address of Principal:

301 W. 53rd St. N.

Wichita, KS 67204

BY _____
Mitch Pinkham,
Managing Member

Principal

Employers Mutual Casualty Company
Surety Name

BY: _____
Karl E. Flemke
Attorney-in-Fact

COLORADO DENVER
STATE OF ~~OKLAHOMA~~, COUNTY OF ~~CLEVELAND~~, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of August, 2024, personally appeared Karl E. Flemke to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as Attorney free and voluntary act and deed for the uses and purposes therein set forth.
-in-Fact

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

My Commission Expires: June 26, 2028
Commission Number: 20244024302

Notary Public

Philip J. Monasch
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20244024302
My Commission Expires June 26, 2028

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

City Attorney

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

Mayor

ATTEST: _____
City Clerk



INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Karl E. Flemke

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: S027781
 Principal : Multisports, LLC
 Obligor : City of Norman

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

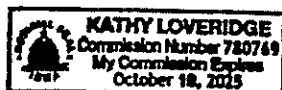
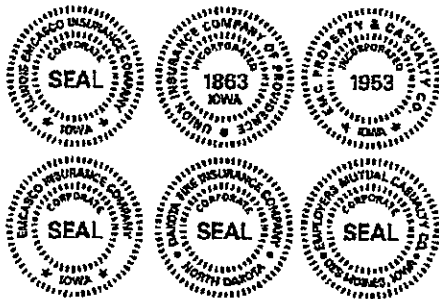
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1, Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of August, 2024.

Ryan J. Springer
 Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)
08/15/2024

Item 2.
Item 22.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eils & Associates Insurance Group 7501 Mission Road Suite 203 Prairie Village KS 66208	CONTACT NAME: Matthew Smith PHONE (A/C, No, Ext): (913) 296-7543 FAX (A/C, No): E-MAIL: service@ealnsure.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co INSURER B: Ohio Casualty Insurance Co INSURER C: Accident Fund Insurance Co of America INSURER D: INSURER E: INSURER F:
INSURED Multicon Inc Multisports, LLC 301 W 53rd St N Park City KS 67204	NAIC # 24082 24074 10166

COVERAGES CERTIFICATE NUMBER: CL243104396 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Leased/Rented Equipment			BKS61000660	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 LEASED/RENTED \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS61000660	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO61000660	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	100056087	09/04/2023	09/04/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 LIMIT \$475,000
A	Installation Floater			BKS61000660	03/01/2024	03/01/2025	DEDUCTIBLE \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

YOUNG FAMILY ATHLETIC CENTER OUTDOOR PICKLEBALL COURTS

CERTIFICATE HOLDER City of Norman, OK 201 W Gray Street Norman OK 73069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Resolution

R-2425-35

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING MULTISPORTS L.L.C., AS PROJECT AGENT FOR THE OUTDOOR PICKLEBALL COURTS CONSTRUCTION PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Multisports L.L.C., for the Outdoor Pickleball Courts Construction Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Multisports 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, Multisports L.L.C., to purchase materials which are in fact used for the Outdoor Pickleball Courts Construction Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Multisports 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 27th day of August, 2024, did appoint Multisports L.L.C., who is involved with the Outdoor Pickleball Courts Construction 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 Outdoor Pickleball Courts Construction Project.

PASSED AND ADOPTED THIS 27th day of August, 2024.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2425-43: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE PERFORMING ARTS STUDIO IN THE AMOUNT OF \$50,700 TO ASSIST WITH THE OPERATION OF THE SANTA FE TRAIN DEPOT AND THE PROVISION OF HOSPITALITY SERVICES PROVIDED TO THE COMMUNITY AT SUCH LOCATION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/27/2024

REQUESTER: AshLynn Wilkerson, Assistant City Attorney

PRESENTER: Rick Knighton, Interim City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2425-43: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE PERFORMING ARTS STUDIO IN THE AMOUNT OF \$50,700 TO ASSIST WITH THE OPERATION OF THE SANTA FE TRAIN DEPOT AND THE PROVISION OF HOSPITALITY SERVICES PROVIDED TO THE COMMUNITY AT SUCH LOCATION.

BACKGROUND:

During the budgeting process for fiscal year 2024-2025 (FYE 2025), a number of requests from non-profit agencies for General Fund budget allocations were specifically reviewed, discussed, and approved by Council. Pursuant to those discussions, funding agreements were prepared and submitted to the various agencies for their execution. One of those agencies is the Performing Arts Studio.

DISCUSSION:

The FYE 2025 agreement which comes before Council at this time is the same basic form agreement for all agencies. The signed agreement provides that the Performing Arts Center will use City funds of \$50,700 to assist with the operation of the Depot and the provision of hospitality services provided to the community at such location.

The agreement includes a reporting procedure by the agency to the Council of expenditures of the funds in an amount not to exceed \$50,700. The agreement also provides for cancellation by either party with thirty (30) days written notice and specifically provides for cancellation and return of any unexpended funds should the agency fail to use the funds for the purpose for which they are intended or should the agency be dissolved or cease to exist any time during the contract period.

The agreement also includes an automatic renewal provision [section G(5)], which provides that the agreement automatically renews annually provided that the Agency requests the same amount of funding each year and City Council appropriates sufficient funding in the budget.

RECOMMENDATION:

Item 2.

Item 23.

Staff recommends that the funding agreement submitted herewith be approved. Funds in the amount of \$50,700 should be disbursed from City Council-Contributions and Organizations (10110101-44741).

FUND DISBURSEMENT AGREEMENT

This Agreement is made and entered into on the 27 day of August, 2024, by and between the City of Norman, Oklahoma, a municipal corporation, ("City") and The Performing Arts Studio, ("Organization"), witnesseth:

- A. WHEREAS, in Contract No. K-0304-98, as amended, the City leases the property described as the old Santa Fe Train Station located at 200 South Jones Avenue to the Organization at no cost in exchange for the Organization opening the facility to the general public for certain designated hours each week; and
- B. WHEREAS, the Organization desires to provide hospitality services to members of the public who visit the Santa Fe Train Station; and
- C. WHEREAS, the Organization desires to secure funding to aid in staffing costs for the operation of the Santa Fe Train Station hospitality services and community events; and
- D. WHEREAS, the Organization desires to maintain the security and alarm system that the Organization has installed at this location to insure the security of the building and premises.
- E. THAT IN CONSIDERATION for the performance by the Organization of the covenants and agreements as specified herein, the City covenants and agrees:
 - 1. To disperse to the Organization the sum of \$50,700 to be used to provide hospitality services to guests at the Santa Fe Depot, support staffing costs for operation of the Santa Fe Depot, and maintain the security and alarm system that the Organization has installed at the location. Said funds shall be used for these purposes and for no other purpose.
 - 2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.
- F. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:
 - 1. That the Organization is a 501(c)(3) organization operating in accordance with the Internal Revenue Service regulations.
 - 2. To expend funds granted by the City only for the purposes as listed above in Section E.
 - 3. To allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors, if requested by the City.

4. To provide a written report on the activities of the Organization to the City no later than February 1 of every year, with said report to be sent to the attention of the Norman City Clerk. Said report shall also include documentation that the funds provided herein were spent solely for the purposes listed above in Section E, which are to benefit the citizens of the City.

G. It is further understood and agreed by both parties:

1. In the event the Organization is dissolved, all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
2. The Organization agrees to keep accurate records of all receipts and collections of its income in a manner approved by the City. The Organization shall make such records available for inspection by the City at any time upon demand and shall submit such records to whomever the City may designate hereafter for the purpose of auditing such records.
3. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this Agreement, and any unexpended funds as provided by this Agreement, from the date of notice by the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
4. This Agreement may be canceled by either party upon the giving of thirty (30) days written notice of cancellation to the other. Upon cancellation, any unexpended funds as provided by this Agreement, from the date of notice of cancellation, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
5. This Agreement shall automatically renew annually upon City Council approval of the annual budget subject to, and contingent upon, the appropriation of funds sufficient to fund the amount in this Agreement. In any event the Organization requests a different amount of funding or proposes a different purpose for expenditure of the funds, a new agreement would be required.

H. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City, the Organization and its employees are responsible for its actions, and the Organization agrees to indemnify and hold harmless the City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including, but not limited to, attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation, and services.

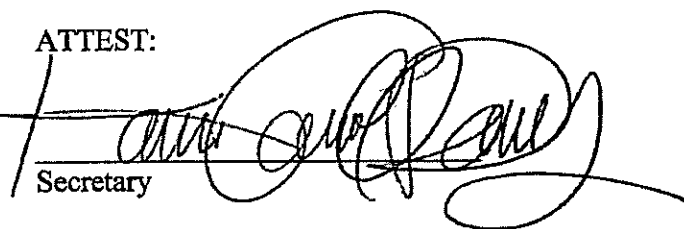
- I. The parties previously had in place Contract No. K-2324-40, as a Fund Disbursement Agreement. Upon approval and execution, this Contract K-2425-43 shall entirely supplant and replace Contract K-2324-40, which shall then be considered null and void by the Parties.
- J. There are no other terms, either express or implied, than those expressly stated herein.
- K. In witness hereof, the parties hereto have executed this Agreement on the day first above written.

THE PERFORMING ARTS STUDIO



President

ATTEST:



Secretary

THE CITY OF NORMAN

Approved as to form and legality by the office of the City Attorney this 21 day of August, 2024.



Office of the City Attorney

Approved by the Norman City Council this _____ day of August, 2024.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

200 S. Jones Avenue, Norman, OK, 73069 | (405) 307-9320
www.normandepot.org | office@normandepot.org

In the 22-23 fiscal year the Depot was awarded \$5,600 to assist in these operations. This funding was allocated as follows:

- \$3000 - to partially cover staff hours spent directly serving AMTRAK customers
- \$2000 - to partially cover the costs associated with weekly cleans of the Depot
- \$600 - to cover the costs of our security/alarm system.
- \$5600 - TOTAL ALLOCATION FOR 22-23**

REQUEST FOR 2024-2025: \$50,700

We are asking for a contribution to help with funding for the continued operation of the Historic Santa Fe Depot for the following purposes:

- To support our ability to fulfill the agreement between the City of Norman and AMTRAK to provide services to train customers 365 days/year,
- To support our ability to facilitate the rental and use of the Depot by our community.
- To ensure our continued operation.

REQUEST DETAIL:

\$18,100 - Hourly staffing for office hours (10am to 2pm Wed - Sat) to handle AMTRAK and weekend rental requests, staff hours for cleaning and preparation of the Depot for AMTRAK waiting room hours and community events.

\$600 - Security/Alarm services

\$800 - Bi-annual window cleaning

\$1,200 - Outdoor banner/signage printing

\$30,000 - Partial salary support for staff of the Depot charged with managing the facility and hourly staff, coordinating and reporting to the city regarding events, facilities issues, AMTRAK, building maintenance and care. (Note: The Depot currently has staffing to cover these areas and has folded this cost into our operating budget but respectfully requests that these functions be supported by the City of Norman)

We do understand that this is a departure from prior years funding, but feel that this support is warranted for the following reasons:

- There is precedent for this type funding to ensure the stability of other organizations housed in city facilities such as the Sooner Theatre, Firehouse Arts Center and the Moore-Lindsay Historical House.
- The Depot provides not only its own arts programming, but coordinates with the City of Norman, AMTRAK, ODOT, other arts organizations, parades, festivals and events to offer services and make The Depot available for all in our community who have need of it making us a vital downtown hub.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09-05-2024

REQUESTER: Bethany Grissom, Park Planner

PRESENTER: Debra Goit, Project Applicant

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE REQUEST FROM DEBRA GOIT TO INSTALL A "TELEPHONE OF THE WIND" IN RUBY GRANT PARK

BACKGROUND:

The Project in the Park application process was adopted by the Parks and Recreation Department in 2023, on the recommendation of the Park Board of Commissioners. Through this process citizens and local citizen groups can propose and execute small projects within our parks that align with departmental goals.

Debra Goit approached the Parks and Recreation Department with a project application to install a "Telephone of the Wind" in July 2024. This installation would consist of a wooden bench and a non-working telephone in a wooden case. The purpose of this installation is to give people a place where they can commune with and remember loved ones who have passed away. Parks staff have been working with Debra on project refinement and project location. Staff will also assist with the installation to ensure it meets departmental standards.

RECOMMENDATION:

It is recommended that the Park Board of Commissioners recommend the Director of Parks and Recreation approve the "Telephone of the Wind" Project in the Park.

Wind Phone

This phone will never ring.

It is a Wind Phone, connected to nowhere and everywhere at once.

It is for all who grieve someone they love.

It is to share memories, say I Love You, I miss you, or say the goodbye you never got to say.

Pick up the phone and dial their number and let the wind take your words.







CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/05/2024

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTER: Jennifer Heavner Baker, Executive Director, Sooner Theatre

ITEM TITLE: ANNUAL PRESENTATION FROM SOONER THEATRE

BACKGROUND:

The Sooner Theatre opened her doors for the first time in 1929 as the first movie theatre in the region built to show talking pictures. Local architect Harold Gimeno spared no expense while building the Spanish Gothic Style building, spending over \$200,000. For nearly 50 years, The Sooner Theatre served as the most popular movie theatre in the area until the mid-1970s when multiplexes gained popularity and the single screened Sooner could no longer keep up with the demand. In 1975, the Sooner Theatre closed and stayed dark – nearly lost to the wrecking ball – until 1979 when a dedicated group of citizens refused to lose the theater, and appealed to the City of Norman under the aegis of the non-profit organization The Sooner Theatre of Norman, Inc.

The City agreed to purchase the theatre and lease her to the organization. After the first phase of restoration, The Sooner Theatre opened her doors again in 1982 as a community performing arts center.

The Sooner Theatre has become a beacon of light in the community's historic downtown Walker Arts District, impacting the lives of audiences and children each year.

THE SOONER THEATRE OF NORMAN, INC.

Item 4.

ANNUAL REPORT FY 2022-23





LOOKING BACK, PLANNING AHEAD Item 4.

This report highlights our most recent completed Fiscal Year, beginning July 1, 2022 and ending June 30, 2023, based on the date it is due to the City of Norman (February 2024).

THE NUMBERS TELL THE STORY

Each year for the past 14 years, the City of Norman has invested \$65,274 in funding for salaries at The Sooner Theatre. This amount represented 6.5% of our total budget in FY '23, which was \$1,003,860 and 23% of our contributed income, which for FY 2023 was \$281,310.

We are incredibly grateful to the City of Norman for the municipal funding, and we want you to know how proud we are to be stewards of The Sooner Theatre building.

More than 15,000 audience members attended Sooner Theatre events in person during FY '23. They spent, on average, \$44.21 per person in our community, with an economic impact of \$670,000. That number does not include audiences who viewed Sooner Theatre messaging online or through our social media channels, which was estimated at 224,900. In addition, parents of the hundreds of students enrolled at The Studio of The Sooner Theatre contribute to the economic impact created by The Sooner Theatre by purchasing dance clothes, dance shoes, makeup, hair and wig products and anything else needed. They also frequent restaurants and coffee shops in downtown Norman each week while they wait for students. And, the theatre purchases lumber, fabric and supplies locally to build every set and costume for every show. **Last year, we saw 1137 enrolled in camps and classes** at The Studio of The Sooner Theatre (up 18% from the previous year, **and gave \$38,160 back in scholarships for tuition to 230 students** who could otherwise not afford to participate.

According to the Norman Economic Development Coalition, the input from our salary base and contracted instructors, shows **an economic impact of nearly \$3,000,000.00** in the community annually. We are so proud of the impact we make on the Norman community and on communities surrounding Norman. And, we are extremely grateful for community leaders who understand the impact the arts have on our community!

THE SOONER THEATRE OF NORMAN

The Sooner Theatre is listed on the National Registry of Historic Places and is truly a Norman landmark. The theater building is owned by the City of Norman. The Board and Staff of The Sooner Theatre of Norman Inc., are proud "stewards" of the management and activities of the facility, and have made significant investments of time, effort and resources to assure the survival of The Sooner - Norman's Premier Performing Arts Venue and Academy.

OUR MISSION

The mission of The Sooner Theatre is to change lives, offer diverse perspectives and create a cultural connection to the community through the performing arts and arts education.

OUR VISION STATEMENT

Our vision is to create a space for instilling creativity and passion for the arts, while providing a place for students to find their voices. We promote inclusion and healing through the arts and elevate the quality of life by providing diverse performing arts opportunities for all ages in our community.

OUR FUNCTION STATEMENTS

PRESENT quality theatrical productions

PROVIDE quality performing arts instruction for students ages 3-18

PROVIDE a quality venue for the presentation of cultural, artistic, educational and community development activities that improve the quality of life for our citizens and to **SERVE** as an historic anchor for the development of partnerships with other arts and business entities to create a revitalized, downtown arts district for Norman.

DIVERSITY MATTERS

The Sooner Theatre strives to provide programming that is diverse in all aspects. We actively seek ethnic, gender and ability diversity in casting our productions and selecting concert artists. We are diversity conscious in all casting, insuring we are making as diverse decisions as possible while keeping with the intent of the writer and the story we are telling. We welcome ideas in increasing the number of diverse artists, students and audience members in all we pursue. We have spoken to the City of Norman about getting hearing assisted devices. We can print or email large-print programs on request for those with vision impairment, and we also work with groups whose clients may be from under-served populations, including the United Way, Transition House, Norman Public Schools and others. We send information on programming and scholarships to all public elementary schools for distribution to all families in the Norman Public Schools. Theatre doesn't work if we cannot tell stories with ALL types of people and characters to and for ALL people.





THE SOONER THEATRE BOARD OF DIRECTORS

President, Lindsay Hawkins, OU K-20 Center

Vice President, LeAnne Pence, CPA

Treasurer, Stephanie Keller, Eide Bailly

Secretary, Kristi Pate, Retired educator

Past President, Vicki Worster, Total Compliance

Advisory Members

Jason Olsen, City of Norman

Mark Ledbetter, Armstrong Bank

Tom Cooper, Vision Bank

Chuck Thompson, Armstrong Bank

Dorion Billups, University of Oklahoma

Kerri Brackin, Oil & Gas

Debbie Kelleher, Retired Educator

Karen McIntosh-Telford, Dillard Cies

Beth Pepper, Eide Bailly Accounting

Juan Renteria, Jr., NPS Educator

Olivia Spruill, NPS Educator



SOONER THEATRE STAFF

Jennifer Heavner Baker, Executive Director

Nicki Kraisky, Business Manager (part-time)

Nancy Coggins, PR & Development Director

Darrell Ferguson, Construction Manager

Tish Willis, Studio Manager

Brandon Adams, House Operations Manager

Production Manager position - open

STAFFING

Our mission, function and program direction have, each year, been approved by the City administration, and Municipal money has been provided for The Sooner to have a firm "base" for staffing the facility, and on which to build its activities. According to Theatre Facts, A Report on Practices and Performances in the American Nonprofit Theatre, a typical theatre our size, with a similar County population, and the same amount of programming will have 10 full time employees. Our current staff manages both The Sooner Theatre and The Studio of The Sooner Theatre with 4 full-time and 2 part-time employees. We also

utilize the Federal Work Study program at OU, when the opportunity arises. The Sooner Theatre utilizes contract labor for teachers, directors, choreographers, music directors, musicians and accompanists.

In January 2023, the Sooner Theatre moved **all HR functions to NexTep** in order to be better able to access reporting and to maintain and recruit employees. The Sooner's current \$1,003,860 budget **does not currently include anyone designated to supervise benefits and human resources**, and the theatre does not feel spending money on a full-time staff member to do that is the best utilization of our limited resources. Instead, we will pay an annual fee to have NexTep manage that function for us. NexTep provides health insurance that we cover for our employees, as well as voluntary participation in a 401(k), life insurance, dental and vision insurance, and so much more we could not provide access to without their help.

USE OF PAST CITY OF NORMAN FUNDING

Salaries 2003/2004 \$86,847.27	Salaries 2013-2014 \$197,617.35
Salaries 2004/2005 \$94,534.36	Salaries 2014-2015 \$197,425.55
Salaries 2005/2006 \$108,541.76	Salaries 2015-2016 \$195,934.77
Salaries 2006/2007 \$141,000.00	Salaries 2016-2017 \$205,467.27
Salaries 2007-2008 \$146,473.00	Salaries 2017-2018 \$235,314.47
Salaries 2008-2009 \$187,202.00	Salaries 2018-2019 \$243,693.22
Salaries 2009-2010 \$184,516.00	Salaries 2019-2020 \$254,486.07
Salaries 2010-2011 \$190,950.00	Salaries 2020-2021 \$243,408
Salaries 2011-2012 \$194,600.00	Salaries 2021-2022 \$253,017
Salaries 2012-2013 \$168,832.83	Salaries 2022-2023 \$275,071

The Municipal money we received in the amount of **\$65,274** was approximately **23.7%** of our payroll expenses (FY 2023). We have not asked for or received an increase since 2009, because we try to be mindful of the city's budget restrictions and we are grateful for the continued care of the building. But with a collective increase of 35.4% in our budget costs since the last increase, **we would like to request an increase of \$23,107 for FY 2024-25 to a total of \$88,381.**

Because we receive this money from the City of Norman, we are able to allocate other funding in our budget to programming that supports underserved populations in our community, including scholarships provided to students who otherwise would be unable to participate in performing arts programs due to cost, training instructors to provide specialized instruction for special needs students, and to participate in partnerships with community groups including CCFI and Assistance League to identify and give access to underserved populations.

The Sooner Theatre's **earned revenue includes tickets to productions and concerts, tuition for classes** at our Studio, as well as rentals and concession sales. **Percentage of total budget (\$1,003,860) from ticketing was 25.7%, tuition revenue was 41.4%, rentals and concessions**

is 5.3%, and **contributed revenue donations/fundraisers was 28%** of our total budget.

Item 4.

THEATRE ACTIVITY

Our programs serve **quality of life** needs in the areas of culture, education, theatre and music for an increasing number of citizens. Our product tells what we stand for, what we want to offer the community and how well we know our business. At The Sooner Theatre, we host professional artists to first-timers and foster performers from 3 years old on up. Our presentations reflect our mission, our image and ultimately, they determine our survival. We embrace the fact that we are not just "Community Theatre" but "Theatre for the Community". **More than 15,000** people walked through our doors last year and we were able to track ticket sales to **83 Oklahoma zip codes and 22 out-of-state!** We hope you agree that The Sooner Theatre grants a major return for the City's investment.

In 2002, our Board of Directors approved a programming portfolio consisting of **seven initiatives**.

1. THE MAIN EVENT SERIES is The Sooner Theatre's concert series.

2022-2023 Season: Cutter Elliott Homecoming

Tickets to Main Event concert series shows are based on artist fees and other expenses.

Tickets for the FY '20 concert ranged from \$20-\$25.



2. SOONER STAGE PRESENTS is The Sooner Theatre's self-produced theatrical series.

2022-2023 Season: Little Shop of Horrors, The Wizard of Oz, The 25th Annual Putnam County Spelling Bee

Tickets to Sooner Stage Presents Theatrical productions range from \$12.50-\$35 dependent on discounts.



3. THE STUDIO OF THE SOONER THEATRE is The Sooner Theatre's performing arts academy. The Sooner Theatre's Theatre Arts Education program impacts hundreds of children ages 3-18 each year by providing outstanding performing arts education in a warm and welcoming environment. Year-round classes follow the Norman Public Schools schedule. Fall classes begin in September and offer cumulative learning concluding in April. Summer camps are held in June and July.



The Sooner Theatre's education program began in 2003 with one summer camp production that served 31 children. **Our total enrollment in 2022-2023 was 1137 (up 17% from 2022) from across the metro area.** The program has evolved into a year-round performing arts school with training in the areas of musical theatre, acting, improv, voice, and dance, as well as troupes that perform at various events throughout the community. We also make

it a point to bring in experts in our industry to present Master Classes to our students, and have hosted Broadway performers, National Tour performers, TV personalities, Broadway casting directors, and many others.

Studio students have been seen in many regional productions, including the OKC Philharmonic's *The Christmas Show*, OU productions, singing for the Thunder and Texas Motor Speedway, in many commercials and films and on hit Nickelodeon and Netflix series! Sooner Theatre students were also chosen as the munchkins in the National Tour of *The Wizard of Oz*, Winthrop in *The Music Man in Concert* with Shirley Jones, and Studio students were featured as walk-on roles in the Broadway tours of both *Camelot* and *Waitress*.



Item 4.



In January of FY'22, **Studio of The Sooner Theatre students attended the Junior Theatre Festival** in Atlanta for the sixth year, where our students were adjudicated and attended workshops with 6500 theatre students from across the country. **They were awarded Outstanding Ensemble in their pod and enjoyed all things musical theatre with 6500 attendees from the United States, United Kingdom, China, New Zealand and Australia!** One of their adjudicators stated, "There

must be some 'secret sauce' at that theater in Norman, Oklahoma, we hope you share it with everyone!" They were impressed with all aspects of our students' performance, from skill level, to acting abilities to choreography and so much more!





BEYOND THE STAGE

There is no question that the productions of The Sooner Theatre are magical. The lights, the sound, the costumes, the sets and the talent we are lucky enough to work with - both community theatre and our youth educational productions. But, you might not be aware of all the things that happen ***Beyond The Stage***.

Scholarships

Last fiscal year, The Studio of The Sooner Theatre gave \$38,600 in **scholarships** to 230 students who could otherwise not afford to participate in performing arts classes and camps. This includes awardees of the Laurie McReynolds Memorial Scholarship, which we award by working with local non-profits, counselors and principals at Norman Public Schools elementary schools. This scholarship is awarded to a student from a diverse or underserved background chosen because of either their need for assistance, potential talent or passion for the arts, or because the student could use some help finding his or her voice.



Special Needs Classes



We are excited to offer classes for special needs students. Our **Be My Buddy** class pairs elementary-age students with a student from The Studio's ambassador performance troupes to learn songs and dances. This class has not been able to meet since the pandemic, but we hope to bring it back! We also have a class whose name says it all - **Fabulous Friday**! This group of teens and adults with Down syndrome will change your outlook on life. They are the most joyful, excited group of people you will ever meet. And, they can DANCE! Due to the high-risk population we serve through our

special needs programs, only our Fabulous Friday class was offered this year. **We serve many other differently-abled students in our regular classes including those on the spectrum, hearing disabled, vision disabled and mobility limited students.**

Tuition for Studio camps and classes ranges from \$125 for a one-week summer camp to \$550 for a school year production class. **We normally give back approx. 20% of our annual tuition** revenue in scholarships. For fiscal year 2023, total tuition revenue was \$415,387, and **scholarships given totaled \$38,600, which funded 230 instances of tuition and/or fees** over the last year.

4. SPECIAL EVENTS

We were able to hold both our major fundraising events in 2022-23, and were so excited to have audiences and performers back to help support the theatre! Murder Mystery is our annual fundraising dinner and show written, directed by and starring volunteers in our community. Voice of The Heartland is a bi-annual vocal competition featuring talented singers from around the region. Both events were enjoyed by more than 800 people!



5. RENTAL ACTIVITIES

Community organizations and individuals have the opportunity to rent the theatre for their activities, meetings or performances. Our rental revenue for 2022-23 was \$29,450.



Rental rates are approximately \$800-\$1000 per day for use of the theatre. We also rent the Studio event space for \$300-\$1200 per day.

Example of community rentals

- Various Community Churches
- Hispanic Flamenco Ballet
- Rocky Horror Picture Show
- Julia's Academy of International Dance
- Norman Chamber of Commerce
- Various Weddings & Engagements
- Pageants
- Norman Music Festival
- Various Dance Recitals
- Transition House's June Bug Jam
- Norman Police Academy
- OU School of Musical Theatre

6. SOONER CINEMA is The Sooner Theatre's film and video offerings.

We do not offer a film series at this time, we but normally host several events each year that do show films, including Norman Music Festival, Norman Film Festival, Moore-Norman Technology Center's Red Carpet Film Festival and Earth Rebirth Film Festival (as our production schedule allows).

7. OUTREACH AND DEVELOPMENT is our program designed to "give back". In addition to our programming, The Sooner is deeply rooted in the community.

Our Outreach and Development includes:

Partnering with United Way's Celebrity Sing, Citizen's Advisory Council, Norman Convention and Visitors Bureau, The Norman Public School's Gifted Council and the Norman Arts Council. We are represented at the Norman Downtowner's Association, Norman Arts Council's Roundtable, Norman Rotary, the United Way Cabinet, Assistance League, Norman Public Schools PTA, Norman Chamber of Commerce and several other organizations.

Our Studio Ambassador Performance Troupes, made up of 3rd-12th grade students, also perform regularly in the community. These troupes and soloists have performed for thousands of audience members at various events including: The Norman Music Festival, The Rodeo Opry, The OKC Thunder, OKC Arts Council's Opening Night, OKC Festival of the Arts, The State Fair of Oklahoma, Holiday Open Houses for the Norman Assistance League, Public School assemblies, Devon Arts Day, the 2009 Mayor's Convention, NAC Arts Explosion, The OKC Philharmonic, Allied Arts, The 100th Anniversary of the Depot, Norman Music Festival, Kids for Kids Sake, Earth Day, Texas Motor Speedway, the Andy Roddick Tennis Exposition, Norman's Centennial Follies, Lyric Theatre, Jewel Box Theatre, University of Central Oklahoma, OMEA All State Chorus, Oklahoma City's Centennial Parade, Norman Christmas Parade, Norman Public Schools, Oklahoma Summer Arts Institute, Norman Chamber of Commerce, May Fair, June Bug Jam, The Chocolate Festival, OEC's Annual Meeting and many more!

We also participate as in-kind donors for community events to include:

- Assistance League
- Community After School Program
- Norman Arts Council
- Toby Keith Foundation
- Le Tour de Vin
- United Way of Norman
- Meals on Wheels
- Among Friends ...an Activity Center for Adults with Special Needs
- Travelers Aid & Homeless Assistance Center
- Norman Regional Hospital
- Blanchard, Purcell, Lexington, Washington and other Public School Systems
- Oklahoma Statewide Independent Living Council
- Cleveland County Family YMCA
- Travelers Aid and Homeless Assistance Center
- Norman Public Schools
- Norman Chamber of Commerce
- Meals on Wheels
- United Ministries
- University of Oklahoma
- Oklahoma Youth Orchestra
- Big Brothers Big Sisters
- Cleveland County CASA

As you can see from this list, the programming portfolio is ambitious. It is designed to provide more activities, for more groups and therefore, more audiences. This is a way to maximize the theatre's appeal by a broader portion of our community, and to hopefully ensure long term fiscal return.

AWARDS AND HONORS

- The Sooner Theatre is **one of three** Norman arts organizations who are current Allied Arts member agencies.
- The Sooner Theatre was the **first (and only, so far) arts organization** to have been awarded the Norman Rotary Clubs' Le Tour De Vin grant and the Impact Oklahoma grant funding capital projects.
- In August 2020, The Sooner Theatre was named as the Oklahoma Center for Non-profits' **ONE Award winner for Arts and Humanities.**

OTHER SOURCES OF INCOME

In addition to the Municipal money, our other sources of income are from our annual Murder Mystery and Voice Of The Heartland Fundraisers, Corporate Sponsorships, Business and personal donations, program advertising, grants from foundations and other granting organizations, ticket revenues from concerts and performances, tuition revenue from our camps and classes and rental fees, both at the theatre and Studio.

Total earned revenue for FY 2023 was \$813,610, which accounted for 81% of our budget. Contributed income made up the remaining 19% of the budget.

"What we put on the stage is not only what the public sees – it is what we are."

-Thomas Wolf



Thank you for all you do to support the programs, productions, concerts and events of The Sooner Theatre!

We are very fortunate to live in a community who understands the value and the impact of the arts on its citizens.

We could not do what we do without you!

Sooner Theatre of Norman, Inc.

Balance Sheet

For the Year Ended June 30, 2023

Accrual Basis

	Jun 30, 23
ASSETS	
Current Assets	
Checking/Savings	
Studio Capital Campaign	51,202.38
Sooner Theatre STARS	24,223.34
Petty Cash	650.00
Armstrong Bank Payroll	-25,433.87
Armstrong Bank-Operations	245,894.94
Total Checking/Savings	296,536.79
Accounts Receivable	
Accounts Receivable	-6,217.00
Total Accounts Receivable	-6,217.00
Other Current Assets	
Prior Period Adjustment	16,825.45
Other Accounts Receivable	611.44
Prepaid Expenses	1,536.74
Total Other Current Assets	18,973.63
Total Current Assets	309,293.42
Fixed Assets	
110 East Main St.	1,752,517.76
The Studio at the Sooner	44,217.37
Computer Equipment	31,124.24
Building Improvements	171,841.90
Equipment	56,514.04
Furniture & Fixtures	6,837.02
Sound Equipment	160,959.50
Light Equipment	138,168.27
Accumulated Depreciation	-557,614.21
Total Fixed Assets	1,804,565.89
Other Assets	
In-Kind With Time Restrictions	-19,246.00
PPA-With Donor Restrictions	-5,918.00
Community Foundation Deposit	1,771.89
Total Other Assets	-23,392.11
TOTAL ASSETS	2,090,467.20
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-1,048.57
Total Accounts Payable	-1,048.57
Other Current Liabilities	
Release of Donor Restrictions	-11,836.00
Discount Loan 0416	-18,791.00
Discount Reno Loan #0410	-24,391.00
Current Portion of LT Debt	6,000.00
Gift Certificates Payable	610.00
Payroll Liabilities	2,690.81
Total Other Current Liabilities	-45,717.19
Total Current Liabilities	-46,765.76

Sooner Theatre of Norman, Inc.

Balance Sheet

Accrual Basis

For the Year Ended June 30, 2023

	Jun 30, 23
Long Term Liabilities	
Republic Bank-Loan # 75020415	1,010,248.09
Republic Bank- Loan-75020416	7,500.00
Republic - Reno Loan #0410	15,000.00
Deferred Income	26,607.41
Total Long Term Liabilities	1,059,355.50
Total Liabilities	1,012,589.74
Equity	
Net Assets - Unrestricted	31,529.71
Retained Earnings	1,065,202.34
Net Income	-18,854.59
Total Equity	1,077,877.46
TOTAL LIABILITIES & EQUITY	2,090,467.20

Sooner Theatre of Norman, Inc.

Profit & Loss

For the Year Ended June 30, 2023

Item 4.

Accrual Basis

	Jun 23	Jul '22 - Jun 23
Ordinary Income/Expense		
Income		
Sooner Stage Presents	3,635.74	112,263.42
Studio Production Class	1,484.49	70,491.40
The Studio Revenue	65,665.81	532,463.24
Murder Mystery	0.00	44,906.93
Concessions	5,996.33	34,105.00
Rental Income	650.00	19,380.00
Total Income	77,432.37	813,609.99
Cost of Goods Sold		
Sooner Stage Presents Costs	9,132.04	96,061.46
Production Class Costs	0.00	49,432.92
The Studio Costs	40,948.20	178,908.89
Young Producers Costs	500.00	24,131.48
Education Trip Costs	1,190.84	60,924.58
The Studio Overhead Costs	8,807.59	42,184.62
Murder Mystery Costs	0.00	23,417.07
Concessions Costs	3,013.98	18,835.92
Rental Costs	314.00	3,779.00
Total COGS	63,906.65	497,675.94
Gross Profit	13,525.72	315,934.05
Expense		
Marketing	5,851.47	46,624.91
Bankcard Service Charges	126.86	3,060.68
Global Payment Credit Card Fees	1,734.08	16,376.42
Jackrabbit Fees	209.00	2,901.83
Sales Tax	2,649.95	20,317.89
Community Outreach Projects	0.00	1,683.71
Payroll Expenses	21,060.38	275,070.70
Employee Benefits	0.00	19,121.59
Telephone & Internet	1,079.56	10,366.46
Bank Charges	0.00	174.00
Technical Supplies	508.43	7,386.75
Office Supplies	112.90	8,486.49
Equipment Lease	653.72	7,875.91
Custodial Services	700.00	7,925.00
Dues and Licenses	1,512.17	11,321.32
Insurance	1,273.88	27,832.57
Postage	0.00	302.29
Professional Fees	0.00	14,400.00
Rent	501.00	2,004.00
Theatre Expenses	845.45	9,697.05
Miscellaneous Expenses	483.42	12,515.90

Sooner Theatre of Norman, Inc.
Profit & Loss

Accrual Basis

For the Year Ended June 30, 2023

	Jun 23	Jul '22 - Jun 23
Tax-Other	0.00	738.56
Total Expense	39,302.27	506,184.03
Net Ordinary Income	-25,776.55	-190,249.98
Other Income/Expense		
Other Income		
City of Norman(Salaries)	0.00	65,274.00
Grant Income	0.00	84,328.63
Advertising Income	3,236.50	8,614.00
Voice of the Heartland Fundrais	0.00	30,769.56
STARS Fundraiser	7,459.15	44,475.32
Board Donations	0.00	200.00
Friends Donations	1,942.80	38,193.59
Interest Income	149.87	2,199.85
Miscellaneous Income	0.00	6,138.80
Additional Shows Income	-907.01	1,116.06
Total Other Income	11,881.31	281,309.81
Other Expense		
STARS Fundraiser COS	4,049.05	39,462.64
Interest Expense	4,479.94	54,272.92
Fundraising Expense	0.00	16,178.86
Total Other Expense	8,528.99	109,914.42
Net Other Income	3,352.32	171,395.39
Net Income	-22,424.23	-18,854.59

SOONER THEATRE of NORMAN, INC.

Annual Budget-Accrual Basis

For the Year Ended June 30, 2023

	Year to Date Actual	Annual Budget	Variance
Total Revenues	813,609.99	594,657.00	218,952.99
Less Total Costs	497,675.94	402,963.00	94,712.94
Total Gross Profit	315,934.05	191,694.00	124,240.05
Total Other Income	281,309.81	341,677.43	(60,367.62)
Less Total Overhead Costs	616,098.45	536,501.43	79,597.02
Total Profit or (Loss)	(18,854.59)	(3,130.00)	(15,724.59)

For Discussion Purposes Only

Item 4.

SOONER THEATRE of NORMAN, INC.
Overhead Costs and Other Income
Annual Budget-Accrual Basis
For the Year Ended June 30, 2023

	Actual	Budget	Variance
Overhead Costs			
Salaries & Benefits	284,279.56	230,955.43	53,324.13
Payroll Taxes	9,912.73	19,366.00	(9,453.27)
Telephone & Internet	10,366.46	7,627.00	2,739.46
General Marketing	46,624.91	50,000.00	(3,375.09)
Other Expenses- (Note 1)	264,914.79	191,653.00	73,261.79
Total Overhead Costs	616,098.45	499,601.43	116,497.02
Other Expenses			
Bankcard Charges	3,060.68	10,688.00	(7,627.32)
Global Credit Card Fees	16,376.42	11,278.00	5,098.42
Jack Rabbit Fees	2,901.83	3,026.00	(124.17)
Sales Tax	20,317.89	18,337.00	1,980.89
Bank Fees	174.00	460.00	(286.00)
Tech Supplies	7,386.75	2,825.00	4,561.75
Office Supplies	8,486.49	5,550.00	2,936.49
Equipment Lease	7,875.91	7,850.00	25.91
Community Outreach	1,683.71	1,000.00	683.71
Late Fees/ Finance Charges	0.00	100.00	(100.00)
Contract Labor	0.00	2,000.00	(2,000.00)
Custodial Services	7,925.00	6,250.00	1,675.00
Postage	302.29	1,050.00	(747.71)
Professional Fees	14,400.00	8,500.00	5,900.00
Community Outreach	0.00	0.00	0.00
Equipment Rental-Non-show	0.00	500.00	(500.00)
Theatre Supplies	1,864.98	2,200.00	(335.02)
Theatre Repairs & Maintenance	593.27	4,300.00	(3,706.73)
Theatre Utilities	7,238.80	6,000.00	1,238.80
Miscellaneous Expenses	12,515.90	10,000.00	2,515.90
Dues & Subscriptions	11,321.32	4,525.00	6,796.32
Insurance	27,832.57	25,514.00	2,318.57
Interest Expense	54,272.92	56,500.00	(2,227.08)
Storage Rent	2,004.00	2,200.00	(196.00)
STARS COS	39,462.64	0.00	39,462.64
Property Tax	738.56	0.00	738.56
Fundraising	16,178.86	0.00	16,178.86
Other Show Expenses	0.00	1,000.00	(1,000.00)
Total Other Expenses	264,914.79	191,653.00	73,261.79

For Discussion Purposes Only

For Discussion Purposes Only

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SOONER THEATRE of NORMAN, INC.
Sooner Stage Presents
Annual Budget-Accrual Basis
For the Year Ended June 30, 2023

Sooner Stage	Little Shop of Horrors			Wizard of Oz			Putnum County Spelling Bee			Budget Totals
	Year-To-Date Actual	Annual	Variance	Year-To-Date Actual	Annual	Variance	Year-To-Date Actual	Annual	Variance	
Revenues										
Ticket Sales	30,418.97	32,000.00	(1,581.03)	73,089.40	52,000.00	21,089.40	8,755.05	8,500.00	255.05	112,263.42
Convenience Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sponsorship	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	30,418.97	32,000.00	(1,581.03)	73,089.40	52,000.00	21,089.40	8,755.05	8,500.00	255.05	112,263.42
Production Costs										
Royalties	6,445.00	6,445.00	0.00	10,648.41	10,422.71	225.70	2,495.00	2,450.00	45.00	19,588.41
Stage Manager	1,800.00	750.00	1,050.00	1,200.00	750.00	450.00	0.00	530.00	(530.00)	3,000.00
Costumes & Costumer	3,864.73	2,500.00	1,364.73	10,525.23	5,000.00	5,525.23	2,501.88	1,500.00	1,001.88	16,891.84
Props	5,287.36	3,800.00	1,487.36	992.21	1,000.00	(7.79)	0.00	500.00	(500.00)	6,279.57
Set	3,061.65	1,500.00	1,561.65	580.34	2,500.00	(1,919.66)	498.56	500.00	(1.44)	4,140.55
Music Director	2,000.00	1,200.00	800.00	2,000.00	2,100.00	(100.00)	2,000.00	2,000.00	0.00	6,000.00
Director	1,200.00	1,200.00	0.00	1,700.00	1,500.00	200.00	2,000.00	2,000.00	0.00	4,900.00
Choreographer	1,000.00	1,000.00	0.00	1,200.00	1,200.00	0.00	0.00	0.00	0.00	2,200.00
Rental Equipment				0.00						0.00
Lights	500.00	400.00	100.00	0.00	800.00	(800.00)	125.00	800.00	(675.00)	625.00
Sound	0.00	0.00	0.00	856.20	300.00	556.20	0.00	500.00	(500.00)	856.20
Artist Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	(500.00)	0.00
Flying By Foy	0.00	0.00	0.00	13,623.20	6,333.29	7,289.91	0.00	0.00	0.00	13,623.20
Labor										0.00
Sound/Light Engineer	3,000.00	3,000.00	0.00	3,500.00	3,000.00	500.00	1,750.00	4,250.00	(2,500.00)	8,250.00
Musicians (or Digital Track)	0.00	750.00	(750.00)		2,462.00	(2,112.00)	0.00	750.00	(750.00)	350.00
Miscellaneous Labor	1,400.00	900.00	500.00	900.00	0.00	900.00	250.00	500.00	(250.00)	2,550.00
Miscellaneous Expenses	922.00	100.00	822.00	450.00	1,500.00	(1,050.00)	1,537.00	0.00	1,537.00	2,909.00
Hospitality	280.51	500.00	(219.49)	2,971.58	1,000.00	1,971.58	645.60	1,500.00	(854.40)	3,897.69
Total Production Costs	30,761.25	24,045.00	6,716.25	51,497.17	39,868.00	11,629.17	13,803.04	18,280.00	(4,476.96)	96,061.46
Total Profit or (Loss)	(342.28)	7,955.00	(8,297.28)	21,592.23	12,132.00	9,460.23	(5,047.99)	(9,780.00)	4,732.01	16,201.96

For Discussion Purposes Only

THE STUDIO of the SOONER THEATRE

Item 4.

Budget-Accrual Basis

	Year-To-Date For the Year Ended June 30, 2023	Annual	Variance
	Actual	Budget	
Revenues			
Tuition Fees	415,386.59	230,500.00	184,886.59
Studio Production Tickets	70,491.40	75,000.00	(4,508.60)
Showcase Tickets & Production Fees	19,365.73	25,000.00	(5,634.27)
Summer Stage Ticket Sales	26,865.88	25,000.00	1,865.88
Young Producers Ticket Sales	29,287.00	16,000.00	13,287.00
Education Trips-JTF	38,013.04	79,157.00	(41,143.96)
	0.00	0.00	0.00
Miscellaneous	3,545.00	0.00	3,545.00
Total Revenues	602,954.64	450,657.00	152,297.64
Costs			
Instructor Fees	110,272.57	67,455.00	42,817.57
Scholarships	0.00	37,365.00	(37,365.00)
Staff	7,520.50	7,000.00	520.50
Workshop Costs	1,275.00	2,000.00	(725.00)
Studio Production Classes	49,432.92	40,000.00	9,432.92
Summer Stage Costs	35,166.36	15,000.00	20,166.36
Young Producers Costs	24,131.48	20,000.00	4,131.48
Showcase Costs	24,674.46	15,000.00	9,674.46
Education Trips-JTF	60,924.58	74,000.00	(13,075.42)
Studio Costs	313,397.87	277,820.00	35,577.87
Gross Profit or (Loss)	289,556.77	172,837.00	116,719.77
Overhead Costs			
Building			
Utilities	17,433.85	15,200.00	2,233.85
Repairs & Maintenance	18,621.22	8,500.00	10,121.22
Supplies	5,465.64	2,800.00	2,665.64
Miscellaneous	663.91	550.00	113.91
Studio Overhead Costs	42,184.62	27,050.00	15,134.62
Total Studio Costs	355,582.49	304,870.00	50,712.49
Total Profit or (Loss)	247,372.15	145,787.00	101,585.15

SOONER THEATRE of NORMAN, INC.
Concessions and Rentals
Budget-Accrual Basis
For the Year Ended June 30, 2023

Concessions	Year-To-Date Actual	Annual Budget	Variance	Rentals	Year-To-Date Actual	Annual Budget	Variance	Total Concessions & Rentals
Revenues				Revenues				
Sweet Shoppe Sales	34,105.00	21,500.00	12,605.00	Rental Contract Fees	19,380.00	30,000.00	(10,620.00)	53,485.00
Total Revenues	34,105.00	21,500.00	12,605.00	Total Revenues	19,380.00	30,000.00	(10,620.00)	53,485.00
Costs				Costs				
COS Sweet Shoppe	18,835.92	12,000.00	6,835.92	Technical Assistant	0.00	1,500.00	(1,500.00)	18,835.92
Labor	0.00	0.00	0.00	Labor	1,514.00	2,400.00	(886.00)	1,514.00
Other Expenses	0.00	0.00	0.00	Other Expenses-Custodial	2,265.00	0.00	2,265.00	2,265.00
Total Concessions Costs	18,835.92	12,000.00	6,835.92	Total Rental Costs	3,779.00	3,900.00	(121.00)	22,614.92
Total Profit or (Loss)	15,269.08	9,500.00	5,769.08	Total Profit or (Loss)	15,601.00	26,100.00	(10,499.00)	30,870.08

For Discussion Purposes Only

Item 4.

SOONER THEATRE of NORMAN, INC.

Special Events

Budget-Accrual Basis

For the Year Ended June 30, 2023

	MURDER MYSTERY			SPECIAL EVENTS-VOH			
	Year-To-Date Actual	Annual Budget	Variance	Year-To-Date Actual	Annual Budget	Variance	Totals
Revenues							
Semis	44,906.93	10,000.00	34,906.93	5,562.29	0.00	5,562.29	50,469.22
T-Shirts, Wine Pull, Auction	0.00	0.00		12,370.19	18,000.00	(5,629.81)	12,370.19
Finals Ticket Sales	0.00	18,750.00	(18,750.00)	12,337.08	13,250.00	(912.92)	12,337.08
Donations	0.00	5,000.00	(5,000.00)	500.00	2,500.00	(2,000.00)	500.00
Total Revenues	44,906.93	33,750.00	11,156.93	30,769.56	33,750.00	(2,980.44)	75,676.49
Production Costs	3,091.73						
Catering	17,260.19	13,000.00	4,260.19	0.00		0.00	17,260.19
Facility Rental	0.00	0.00	0.00	3,550.00	4,500.00		3,550.00
Miscellaneous	0.00	0.00	0.00	0.00	1,200.00	(1,200.00)	0.00
Sound	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Labor							
Light & Sound Engineer	1,255.00	1,200.00	0.00	0.00	900.00	(900.00)	1,255.00
Director	0.00	500.00					
Music Director	0.00	500.00					
Assistant	0.00	300.00	(300.00)	0.00	2,500.00	(2,500.00)	0.00
Artist Fees	0.00	300.00	(300.00)	0.00	0.00	0.00	0.00
Miscellaneous Expenses	1,810.15	2,000.00	(189.85)	10,432.01	10,000.00	432.01	12,242.16
Marketing-Show specific	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Production Costs	23,417.07	17,800.00	5,617.07	13,982.01	19,100.00	(5,117.99)	37,399.08
Total Profit or (Loss)	21,489.86	15,950.00	5,539.86	16,787.55	14,650.00	2,137.55	38,277.41

For Discussion Purposes Only





CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/05/2024

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTER: Amy Pence, Museum Manager, Moore-Lindsay Historical Museum

ITEM TITLE: ANNUAL PRESENTATION FROM MOORE-LINDSAY HISTORICAL MUSEUM

BACKGROUND:

In the 1970s, when citizens in cities and towns across the United States became concerned about the deteriorating condition of older historical homes in their areas, many state and city governments formed historical preservation committees to help organize the preservation of homes and designate historic districts. Norman was one of those communities and the mayor of Norman set up the "Mayor's Committee on Historic Preservation" with the goal to back citizen's efforts to preserve the history of Norman through its architecture. Working with members of the Historical Society, the city of Norman purchased the Moore-Lindsay House at 508 N. Peters in 1973. Soon after the purchase, the City allocated funds to renovate the House to its original Victorian style, which represents the early settlement and statehood of Oklahoma.



508 N. Peters Avenue • Norman, OK 73069

405-321-0156 • mlhbmuseum@gmail.com

www.normanmuseum.org • www.clevelandcountyhistoricalsociety.com

FY 2023-24 Annual Report

prepared August 2024

Board of Directors

Riley Million
President

John Hughes
Vice-President

Sue Schrems
Treasurer

Carley Veal
Secretary

Barbara Million
Historian

Malia Bennett

Ashley Evans

Dawn Jackson

Robertson Million

Tammie Richard

Mae D. Cox
Board Member Emeritus

Vernon Maddux
Board Member Emeritus

James Briggs
Ex-officio, City Staff

Staff

Amy Pence
Museum Manager

Savannah Miller
Assistant Manager

The Moore-Lindsay Historical House Museum (MLHHM) was founded in 1974 as the Norman-Cleveland County Historical Museum, the result of a collaboration between the City of Norman and the Cleveland County Historical Society (CCHS). The museum is housed in a beautiful Victorian-style home that was built in 1899 and is a prime example of the success that middle-class families found in Oklahoma Territory. The Historical Society is proud to continue to serve as stewards of the historical house, which is listed on the National Register of Historic Places.

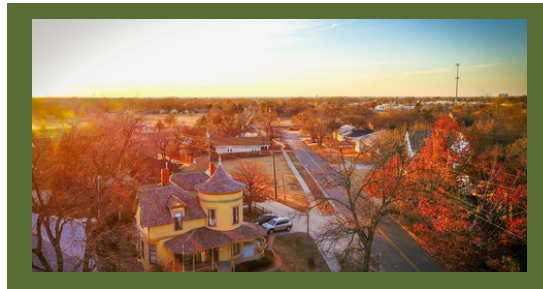


CCHS Mission Statement

The Cleveland County Historical Society seeks to research, preserve, and publicize the history of Cleveland County and its people.

MLHHM Mission Statement

The Moore-Lindsay House seeks to curate a welcoming, engaging, and educational experience of the history of Norman, Cleveland County, and Oklahoma Territory.



Organizational Goals

Educational Programming and Visitor Experiences

Enhance current educational programs, continue to improve the quality and creativity of exhibits and events, and inspire guests to visit multiple times.

Preservation & Research

Continue researching and preserving artifacts that the museum currently stores, and provide easy access to research materials for the community.

Audience Diversity

Extend offerings for different ages, citizen groups, and organizations within the community.

Community Engagement

Develop new partnerships with other cultural and educational entities in the community in order to broaden the museum's reach to a wider audience.

Fundraising

Seek out new fundraising sources locally and nationally.

For more information, view our full strategic plan at www.normanmuseum.org/strategicplan.

Programming

In FY 23-24, the Moore-Lindsay Historical House Museum (MLHHM) and Cleveland County Historical Society (CCHS) have continued to create a quality visitor experience and pursue the mission of presenting, preserving, and publicizing Cleveland County's history. **Throughout the past year, the museum has presented two exhibits, four micro-exhibits, sixteen events, thirteen children's history camp sessions, and eighteen educational workshops for adults. Additionally, we have hosted three community group meetings, participated in one outreach event, and provided ten field trips, educational group tours, or private workshops.**

Exhibits

- Imprinting the West: Manifest Destiny, Real and Imagined
- Roots & Branches

Micro-Exhibits

- Junior Curators: Our Favorite Things
- Victorians, Ghosts, and Spiritualism
- Keep It Local
- The Noble Experiment

Events

- Wicked Tea (2 sessions)
- Trick-or-Treat at the Moore-Lindsay House
- Annual Christmas Open House
- Whiskey Tasting
- 2 Exhibit Opening Receptions
- Wildflowers and Whimsy Tea (2 sessions)
- 7 Paranormal Investigations

Educational Programs

- Children's Summer History Camp Series (9 sessions)
- Children's Victorian Valentines Workshop
- Children's Spring Break History Camp Series (3 sessions)
- 8 Handmade Soap Workshops
- 8 Embroidery Workshops
- 2 Wood Window Repair Workshops
- 14 field trips, educational group tours, private workshops, community meetings, and outreach events



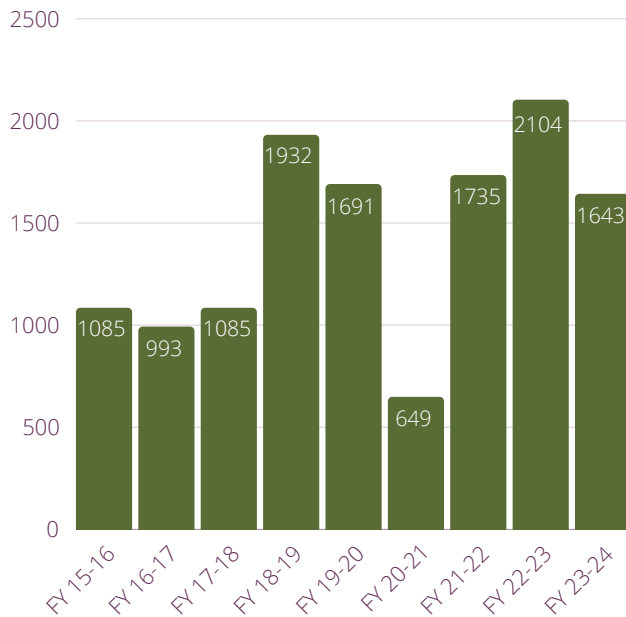
Coming in FY 24-25

Museum staff has planned 2 exhibits, 3 micro-exhibits, 24 educational workshops and camps, and 12 events in FY 24-25. Staff will also conduct field trips, educational group tours, and private workshops as requested by local schools, homeschool groups, clubs, and other organizations.

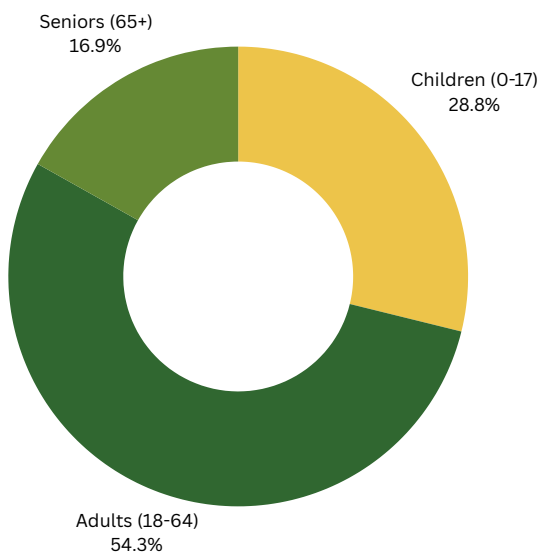
Participants

In FY 23-24 the Moore-Lindsay House welcomed more than 1600 visitors and benefitted from the assistance of 21 volunteers.

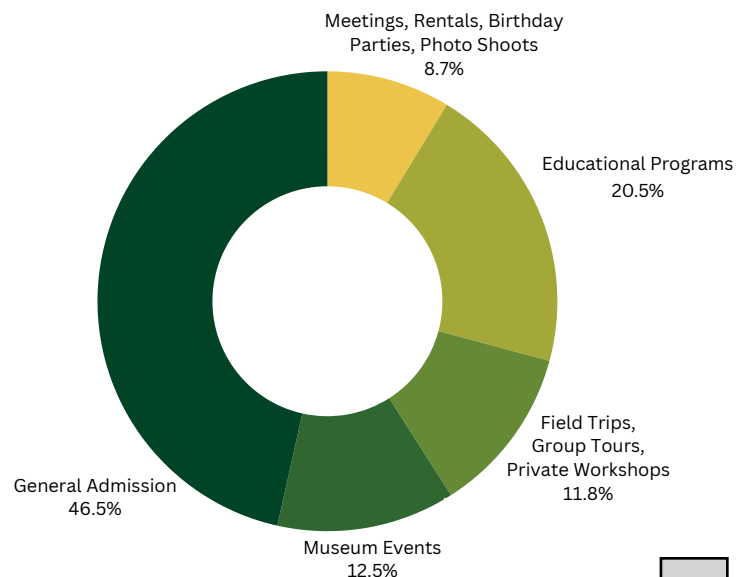
Visitor Numbers



Visitor Ages



Attendance Reasons



Fees & Income

Museum Admission:

Adults & Teens: \$5

Children 12 & under: free

Children's workshops & camps: \$8

Adult workshops: varied, \$20-50

Photographer Fees: \$50/hour

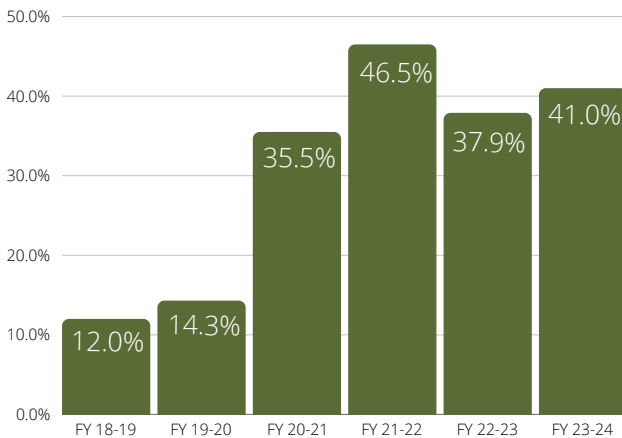
Rental Fee: \$50/hour

Birthday Party Package: \$150

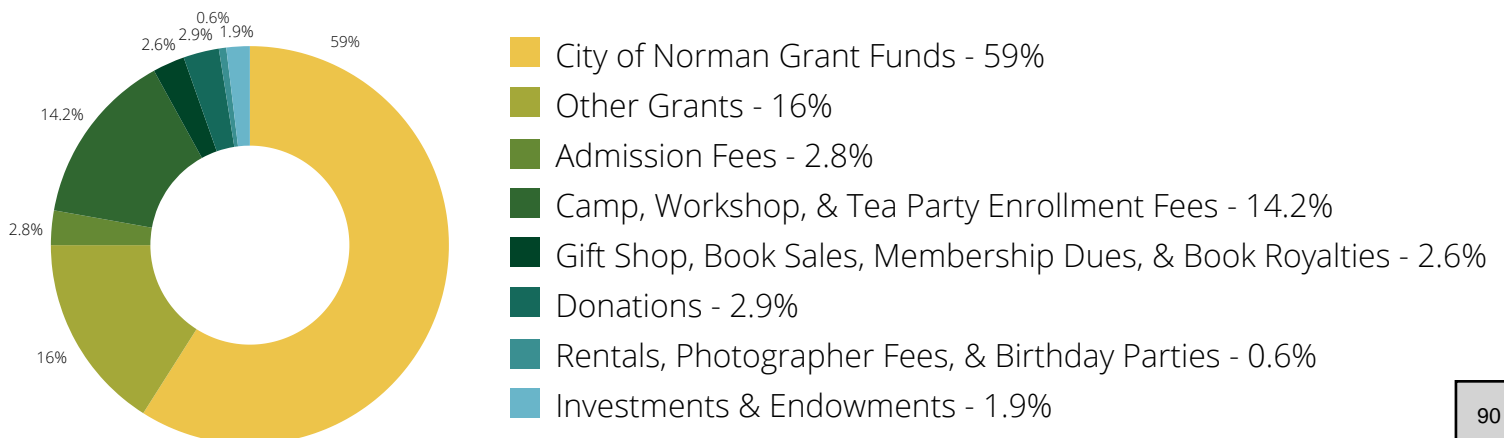
The MLHHM charges a \$5 admission fee for museum visitors over the age of 12. In order to keep the museum as accessible as possible, admission is free for children, SNAP card holders, and CCHS members. Additionally, admission is free for everyone on the first Friday of every month, and the MLHHM is a Blue Star Museum, providing free admission for active service military and their families in the summer. MLHHM camps and workshops are priced at \$8 per person for children's classes and \$20-50 per person for adult programming, depending on the event. Photographers can rent the historical house to use as a photography set, the historical house and carriage house can be rented out for small events, and the museum also offers a Victorian tea party birthday party package; all of these offerings bring in supplemental funds to support museum programming.

Additional income sources include the museum gift shop, grants, royalties on CCHS books, fundraisers, and grants. CCHS continues to seek additional fundraising and grant opportunities to support the museum's operations. The MLHHM is proud to be the recipient of a FY 24-25 grant from the Norman Arts Council for \$20,700.00 to assist in covering the costs of exhibits, educational programming, and necessary supplies.

Percentage of Expenditures Paid By Non-City Funds FY 2018-19 - FY 2023-24



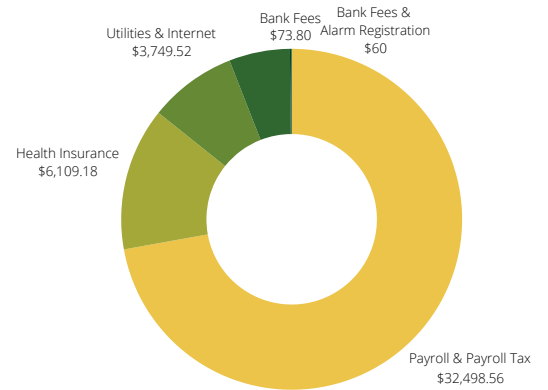
Percentage of Total Expenditure Paid By Income Source, FY 23-24



Use of FY 23-24 City Funds

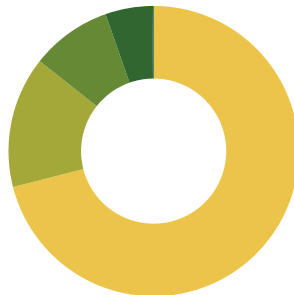
City of Norman funds are used to pay for the basic necessities of running the museum: the museum manager's salary and the assistant manager's hourly wage, the cost of utilities for the building, and fees for the accountant who handles museum payroll and taxes. This frees up funding from other sources to cover the costs of museum programming and necessary supplies. Other uses of City funds include purchasing health insurance for the museum manager, providing internet service for museum staff to use for research purposes, paying bank account fees for the account holding the funds, and paying the fee for the yearly City of Norman registration for our alarm system. At this time, it would be impossible to continue operating the museum without this essential funding.

FY 23-24 City Grant Funds



Projected Use of FY 25-26 City Funds

Payroll & Payroll Taxes: \$34,000
 Health Insurance: \$7,000
 Utilities & Internet: \$4,300
 Accountant Fees: \$2,500
 Bank Fees & Alarm Registration: \$75
 Total: \$47,875



CCHS FY 23-24 Financial Statement

Funds Balance Report

Account	Beginning of FY23-24	End of FY23-24
Unrestricted Assets		
City of Norman Grant Fund	\$11,761.89	\$9,720.75
CCHS Operating Fund	\$11,214.32	\$1,911.91
NAC Grant Fund	\$903.98	\$5,461.02
Insurance Fund	\$786.27	\$2,351.98
CCHS Books Account	\$1,251.16	\$1,254.92
PayPal	\$50.00	\$0.00
Total Unrestricted Assets	\$25,967.62	\$20,700.58
Restricted Assets		
Carpenter's Lace Restoration Fund	\$2,900.00	\$2,900.00
CD	\$39,444.20	\$50,000.00
OCCF Endowment Fund	\$21,626.94	\$23,301.58
Total Restricted Assets	\$63,971.14	\$76,201.58
Total Assets	\$89,938.76	\$96,902.16



CCHS FY 23-24 Financial Statement, Cont'd

FY 2023-24 Income

City of Norman Grant Funds	\$44,500.00
Other Grants	\$10,534.50
Admission Fees	\$2,214.05
Camp, Workshop, & Tea Party Enrollment Fees	\$11,093.28
Gift Shop, Book Sales & Royalties, Member Dues	\$2,030.60
Donations	\$2,297.95
Rentals, Photographer Fees, & Birthday Parties	\$450.00
Investments & Endowments	\$1,920.52
Total Income	\$75,040.90

FY 2023-24 Expenses

Payroll & Payroll Taxes	\$32,998.56
Manager's Health Insurance	\$6,109.18
Contract Labor	\$6,594.85
Utilities & Internet	\$3,790.70
Supplies	\$1,373.81
Programming	\$10,939.12
Professional Development	\$860.02
Gift Shop	\$836.17
Marketing	\$1,179.52
Website & Software	\$409.90
Banking & Transaction Fees	\$505.11
Miscellaneous	\$366.48
Total Expenses	\$65,963.42

Budget Shortfall or Overage:	overage
	\$9,077.48



FY 2024-25 Budget

Projected Income

City of Norman Grant Funds	\$44,500
Other Grants	\$13,503
Admission Fees	\$2,500
Camp, Workshop, & Tea Party Enrollment Fees	\$10,000
Gift Shop, Book Sales & Royalties, Member Dues	\$3,000
Donations	\$2,500
Rentals, Photographer Fees, & Birthday Parties	\$500
Investments & Endowments	\$1,900
Total Income	\$78,403

Projected Expenses

Payroll & Payroll Taxes	\$34,000
Manager's Health Insurance	\$7,000
Contract Labor	\$7,500
Utilities & Internet	\$4,300
Supplies	\$2,500
Programming	\$12,000
Professional Development	\$1,500
Gift Shop	\$1,500
Marketing	\$5,000
Website & Software	\$1,000
Banking & Transaction Fees	\$700
Miscellaneous	\$1,500
Total Expenses	\$78,500

Projected Budget Shortfall or Overage:	shortfall
	-\$97



Board of Directors

Riley Million, President
312 South Mercedes Drive
Norman, OK 73069
405-546-8426
skatoad1@netscape.net

John Hughes, Vice President
602 North Jones Avenue
Norman, OK 73069
405-626-8815
jchfenris@gmail.com

Sue Schrems, Treasurer
1128 Riviera Drive
Norman, OK 73072
405-420-1356
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Carley Veal, Secretary
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carleyveal@gmail.com

Barbara Million, Historian
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Tammie Richard
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405-593-9161
tntatv1@cox.net

Mae Cox, Emeritus Member
922 Barbour Avenue
Norman, OK 73069
405-321-1617
mae@coxok.com

Vernon Maddux, Emeritus Member
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Wichita, KS 67205
405-669-7597
vmadd@sbcglobal.net

James Briggs, City of Norman
225 North Webster Avenue
Norman, OK 73069
405-366-5480
james.briggs@normanok.gov

Amy Pence, Museum Manager
1624 Oriole Drive
Norman, OK 73071
405-342-0361
amy@normanmuseum.org

Savannah Miller, Assistant Manager
538 East Harmon Drive
Midwest City, OK 73110
405-227-2886
savannah@normanmuseum.org

Record Maintenance & Expenditure Authorization

Financial Record Maintenance:

- Sue Schrems, CCHS Board Treasurer
 - maintains records of bank accounts, investments, & CCHS income and expenses
- Amy Pence, Museum Manager
 - maintains records of grant funds, gift shop funds, donations, PayPal account, & MLHHM income and expenses
- Heather Koonce, CCHS Accountant
 - oversees and verifies all financial recordkeeping, handles payroll and state and federal taxes

Expenditure Approval:

- Board of Directors, by majority vote
 - any expenses of any amount
- Executive Committee, by majority vote
 - comprised of President, Vice President, and Treasurer
 - any single expense up to \$300
- Riley Million, CCHS Board President
 - any single expense up to \$150
- Sue Schrems, CCHS Board Treasurer
 - any single expense up to \$150
- Amy Pence, Museum Manager
 - any single expense up to \$100
 - expenditure of grant funds, following board-approved budget for said grant



2023 Form-990-EZ

Form **990-EZ****Short Form**
Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2023**Open to Public Inspection**Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form, as it may be made public.

Go to www.irs.gov/Form990EZ for instructions and the latest information.

A For the 2023 calendar year, or tax year beginning , 2023, and ending , 20	
B Check if applicable:	C Name of organization
<input type="checkbox"/> Address change	CLEVELAND COUNTY HISTORICAL SOCIETY
<input type="checkbox"/> Name change	Number and street (or P.O. box if mail is not delivered to street address) Room/suite
<input type="checkbox"/> Initial return	508 NORTH PETERS AVENUE
<input type="checkbox"/> Final return/terminated	City or town, state or province, country, and ZIP or foreign postal code
<input type="checkbox"/> Amended return	NORMAN, OK 73069
<input type="checkbox"/> Application pending	
D Employer identification number	73-1051970
E Telephone number	
F Group Exemption Number	
G Accounting Method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual Other (specify):	H Check <input checked="" type="checkbox"/> if the organization is not required to attach Schedule B (Form 990).
I Website:	
J Tax-exempt status (check only one) - <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other:	
L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ	

(Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ \$ 70,143

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue	1 Contributions, gifts, grants, and similar amounts received	1	59,342
	2 Program service revenue including government fees and contracts	2	
	3 Membership dues and assessments	3	
	4 Investment income	4	757
	5a Gross amount from sale of assets other than inventory	5a	
	b Less: cost or other basis and sales expenses	5b	
	c Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c	
	6 Gaming and fundraising events:		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
b Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b		
c Less: direct expenses from gaming and fundraising events	6c		
d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a Gross sales of inventory, less returns and allowances	7a		
b Less: cost of goods sold	7b		
c Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c		
8 Other revenue (describe in Schedule O)	8	10,044	
9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	70,143	
Expenses	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	39,793
	13 Professional fees and other payments to independent contractors	13	5,996
	14 Occupancy, rent, utilities, and maintenance	14	3,487
	15 Printing, publications, postage, and shipping	15	968
	16 Other expenses (describe in Schedule O)	16	17,059
	17 Total expenses. Add lines 10 through 16	17	67,303
18 Excess or (deficit) for the year (subtract line 17 from line 9)	18	2,840	
Net Assets	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	109,353
	20 Other changes in net assets or fund balances (explain in Schedule O)	20	
	21 Net assets or fund balances at end of year. Combine lines 18 through 20	21	112,193

For Paperwork Reduction Act Notice, see the separate instructions.
EEA

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Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V ☐

	Yes	No
33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		X
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions		X
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		
c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		X
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		X
37a Enter amount of political expenditures, direct or indirect, as described in the instructions		
b Did the organization file Form 1120-POL for this year?		X
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		X
b If "Yes," complete Schedule L, Part II, and enter the total amount involved		
39 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 9		
b Gross receipts, included on line 9, for public use of club facilities		
40a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under:		
section 4911: ; section 4912: ; section 4955:		
b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization		
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T		X
41 List the states with which a copy of this return is filed: <u>OK</u>		
42a The organization's books are in care of: <u>Sue Schrems</u> Telephone no. <u>405-364-9647</u> Located at: <u>508 NORTH PETERS AVENUE, NORMAN, OK</u> ZIP + 4 <u>73069</u>		
b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		X
c At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country:		X
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year		
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		X
b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		X
c Did the organization receive any payments for indoor tanning services during the year?		X
d If "Yes," to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions		

- 46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

	Yes	No
46		X

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

- 47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II
- 48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E
- 49a Did the organization make any transfers to an exempt non-charitable related organization?
- b If "Yes," was the related organization a section 527 organization?
- 50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

	Yes	No
47		X
48		X
49a		X
49b		

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/1099-NEC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over \$100,000

- 51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over \$100,000

- 52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A

☒ Yes ☐ No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Sue Schrems		Date	
	Signature of officer			
Paid Preparer Use Only	Sue Schrems, Treasurer		Date	
	Type or print name and title			
	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed
	Heather Koonce	Heather Koonce	04-25-2024	PTIN 201307148
	Firm's name	Firm's EIN		
Firm's address		Phone no.		
4500 Watkins Road		405-245-2247		
Norman OK 73072-1537				

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

Thank you for your support of

the
Moore-Lindsay
Historical House Museum

We are proud to be a part of
Norman's thriving arts and
humanities community.

We are so grateful for the support
provided by the City of Norman, and we
are so lucky to be in a city that recognizes
the value of the arts and humanities in
building quality of life for its citizens.

