



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

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

Tuesday, May 23, 2023 at 3:30 PM

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, retaliation, 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

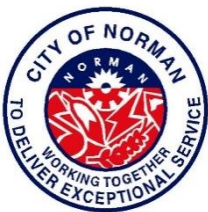
1. Consideration of approval, rejection, amendment and/or postponement of minutes from April 4, 2023

REPORTS AND ACTION ITEMS

2. Consideration of approval, rejection, amendment and/or postponement of Finance Reports
3. Consideration of approval, rejection, amendment and/or postponement of previously approved Council actions
4. AD HOC Committee Liaison Reports
5. Project Manager Reports

MISCELLANEOUS COMMENTS

ADJOURNMENT



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

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OK 73069

Tuesday, April 04, 2023 at 3:30 PM

MINUTES

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ROLL CALL

PRESENT:

Chair Andy Rieger
Member Cynthia Rogers
Member Saidy Orellana
Member Erik Paulson
Member Bree Montoya
Member Alva Brockus
Member Misty Grantham

ABSENT:

Member Andy Sherrer
Member Linda Price

OTHERS:

Anthony Francisco, Director of Finance
Kathryn Walker, City Attorney
Jason Olsen, Director of Parks & Recreation
Jacob Huckabaa, Budget Technician
Dannielle Risenhoover, Administrative Tech. IV

MINUTES

1. Consideration of approval, rejection, amendment and/or postponement of minutes from March 21, 2023

Member Brockus made a motion to approve the minutes from the March 21, 2023 meeting, which was duly seconded by Member Paulson. The motion passed unanimously.

Items submitted for the record:

Norman Forward Citizens Financial Oversight Board Minutes from March 21, 2023

REPORTS AND ACTION ITEMS

2. Implementation Plan Update

The Norman Forward Sales Tax Citizen Financial Oversight Board reviewed the draft update to the Norman Forward Implementation Plan (I-Plan). After the review, the Board shared comments and suggested edits to the I-Plan.

Chair Rieger suggested that the I-Plan reflect the Reaves Park project as being complete - the ribbon cutting for this project was held on March 25. Rieger also mentioned that he would like the I-Plan to state how the Norman Forward bonds are being paid back. He believes that this detail is important so citizens understand that the funds are collected through sales tax and are not from other sources. Anthony Francisco agreed with Rieger and suggested adding the following statement to the I-Plan: "The bonds will be repaid from revenues of the Norman Forward Sales and Use Tax."

Member Orellana suggested that additional graphs be included in the I-Plan to give citizens a clear visual of originally expected project costs vs. final project costs. Several Members also supported this suggestion. Member Brockus stated, "One thing the graphics do is point out in a real easy to see way, things that came in under budget and things that came in over budget - instead of having to stop and do the mental math in your head."

Member Rogers questioned the use of the words "published budget" on page 8 of the I-Plan. Anthony Francisco stated that this term refers to "the original, voted upon, allocation for these projects." Member Paulson suggested that the term "published budget" be revised.

Member Rogers disagreed with the original budget listed for Westwood Tennis Center. Anthony Francisco agreed that the original budget should be edited to reflect \$1 million. Rogers questioned how the budget was reflected for the Indoor Aquatics Center and the Multi-Sport Facility and Member Brockus questioned how the budget was reflected for Traffic Improvements. Based on this discussion, it was suggested that the I-Plan indicate what budgets include additional funding from non-Norman Forward sources.

Member Brockus moved to approve the updated Implementation Plan as revised and amended, which was duly seconded by Member Rogers. The motion passed unanimously.

Per Anthony Francisco, the amendments will be sent to the Board for their approval. At the point of Board approval, the updated Implementation Plan will be sent to City Council.

Items submitted for the record:

Draft Implementation Plan Update

3. Financial Pro Forma Update

Item 1.

Anthony Francisco gave the report. He explained that the Financial Pro Forma is an attachment to the Annual Report. This report details the projected revenues, and actual revenues and expenditures of the entire Norman Forward program. It also details projections and fund balances moving forward, given various assumptions on revenues and project costs.

Francisco stated, "The entire contract for the construction of the Young Family Athletic Center has been encumbered. By accounting practices, on the City's books, that money has been spent; however, it hasn't actually been spent. We haven't paid the contractor for the work they are going to do in the next 7-8 months." Francisco says that this report gives a cash picture of where the City will be financially, once this money is paid out. He says by this standard, the Norman Forward Fund is "ok". City Council is expected to take action to disencumber some money or reduce appropriations this fiscal year and re-appropriate the money next fiscal year to make the cash flows balance out. This Council action is assumed in the Financial Pro Forma report.

The big uptick in sales tax revenue last fiscal year, and it staying at that high level this fiscal year, has tentatively worked out cash flow problems that Board was previously concerned about.

Francisco states that the City will have spent down all of the bond money by the end of FYE 24, so the City will be working with the pay-as-you-go money after that. From a cash flow perspective, the major construction projects will be completed by FYE 24. The pay-as-you-go money will primarily be for the Trails project, existing parks and new parks. The Canadian Trail project is projected for FYE 30.

The assumptions used in creating this report were influenced by the direction of the Norman Forward Citizens Financial Oversight Board. The assumptions are that the Use Tax would grow at 5% per year and that Sales Tax would grow at 2% per year. Francisco stated, "Last fiscal year, Sales Tax grew at 20% and Use Tax has continued to grow at about 10% per year. This fiscal year-to-date, our Sales Tax is running at about 1.4%; but taken as a whole, because of what we did last fiscal year, we are getting back to our original projections for revenue."

Member Brockus moved to approve the Pro Forma Update and it was duly seconded by Member Paulson. The motion passed unanimously.

Items submitted for the record:

Financial Pro Forma Report

4. Annual Report

Anthony Francisco gave an overview of what the report included, highlighting: the discussion of construction projects; ADG completing their work; Sales Tax and Use Tax growth; previously approved Council actions; and the matching revenue from additional sources.

It was noted that Member Rogers' appointment to the Norman Forward Sales Tax Citizen Financial Oversight Board expires in 2025, not 2022. Each year when a Board Member's term is up, the City usually asks if the member would like to be reappointed. Upon acceptance of the appointment and Council approval, the member will be reappointed for another 3 years.

Member Orellana expressed concern about the State of Oklahoma eliminating the grocery sales tax and the problems it could create for City funded projects. The City has estimated the grocery sales tax to be about 20% of the overall sales tax revenue. Francisco stated that as an alternative to eliminating the grocery tax, cities have asked the State to consider rolling back their portion of the sales tax rate on groceries. "We always try to make sure the legislature understands, the state gets income tax; the state gets property tax; the state gets gross production tax; we (the City) don't. We only have sales tax," Francisco said.

Member Paulson moved to approve the Annual Report as amended, and it was duly seconded by Member Orellana. The motion passed unanimously.

Items submitted for the record:

Draft Annual Report

MISCELLANEOUS COMMENTS

City Attorney, Kathryn Walker stated that she has one operating agreement provision to work through with the Senior Center operator and a few provisions to work through with the Young Family Athletic Center (YFAC) operators. She is waiting on feedback from Norman Regional Health Systems and the YFAC operator. Walker states that the Norman Forward Citizens Financial Oversight Board will get an opportunity to review the final operating agreements for the Senior Center and the YFAC before they are presented to City Council.

Jason Olsen stated that the ribbon cutting for Reaves Park went well. He is very happy with the fields and how the Optimist Club is managing the leagues. Olsen said, "The layout of the park worked well for the Medieval Fair."

The James Garner extension project has started at University Boulevard and West Johnson Street (roughly proceeding from south to north). Road closures pertaining to this project should not occur except for a couple hours at a time. Chair Rieger noted that the location of the future roundabout intersection, on Flood Street, can be seen now.

The Board determined that the next meeting for the Norman Forward Citizens Financial Oversight Board will be May 23, 2023 at 3:30 PM.

ADJOURNMENT

The meeting adjourned at 4:10 PM.

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

Professional Services/Consultant (51110111-44002/44003)

	Budget	Revised Budget
Total Current Budget	1,747,655.00	3,311,727.00
Total		<u>(3,558,508.90)</u>
Balance		<u><u>(246,781.90)</u></u>

NFB001 Griffin Park Soccer Complex

	Budget	Revised Budget
Total Current Budget	11,000,000.00	10,782,584.00
		<u>-</u>
Total		<u>(8,165,084.77)</u>
Balance		<u><u>2,617,499.23</u></u>

NFP102 Griffin Park Regrading (Paygo)

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

NFB002 Indoor Aquatics Facility

	Budget	Revised Budget
Total Current Budget	14,000,000.00	15,038,191.00
Total		<u>(14,694,513.65)</u>
Balance		<u><u>343,677.35</u></u>

NFB003 Indoor Sports Facility

	Budget	Revised Budget
Total Current Budget	8,500,000.00	12,238,190.00
Total		<u>(9,560,743.81)</u>
Balance		<u><u>2,677,446.19</u></u>

NFP110 Young Family Athletic Center Pay-Go

	Budget	Revised Budget
Total Current Budget	1,200,000.00	2,700,000.00
Total		<u>(9,888,585.86)</u>
Balance		<u><u>(7,188,585.86)</u></u>

NFB005 Community Sports Park Development

	Budget	Revised Budget
Total Current Budget	2,500,000.00	2,500,000.00
Total		<u>(2,211,393.50)</u>
Balance		<u><u>288,606.50</u></u>

NFB006 Reaves Park Baseball Complex

	Budget	Revised Budget
Total Current Budget	10,000,000.00	10,000,000.00
Total		<u>(9,665,243.08)</u>
Balance		<u><u>334,756.92</u></u>

NFB007 Westwood Tennis Center Addition

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

NFB008 James Garner/Acres Intersection

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

NFP109 James Garner: Flood-Acres

	Budget	Revised Budget
Total Current Budget	6,000,000.00	3,199,889.00
Total		<u>(2,533,744.61)</u>
Balance		<u>666,144.39</u>

NFB016 Library - New Central Branch

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

NFB017 Library - New East Branch

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

NFB018 Westwood Swim Complex Replacement

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

NFB019 Andrews Park Development

	Budget	Revised Budget
Total Current Budget	1,500,000.00	1,499,099.00
Total		<u>(1,463,667.34)</u>
Balance		<u>35,431.66</u>

NFB020 Traffic & Road Improvements

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

NFP120 Traffic & Road Improvements

	Budget	Revised Budget
Total Current Budget	500,000.00	500,000.00
Total		<u>-</u>
Balance		<u><u>500,000.00</u></u>

NFP100 Public Arts Projects (Paygo)

	Budget	Revised Budget
Total Current Budget	1,200,000.00	1,200,000.00
Total		<u>(535,389.47)</u>
Balance		<u><u>664,610.53</u></u>

NFP101 Neighborhood Park Improvement (Paygo)

	Budget	Revised Budget
Total Current Budget	6,500,000.00	6,500,000.00
Total		<u>(2,075,245.97)</u>
Balance		<u><u>4,424,754.03</u></u>

NFP103 Griffin Park Land Lease/Purchase (Paygo)

	Budget	Revised Budget
Total Current Budget	10,000,000.00	2,400,000.00
Total		<u>(326,666.76)</u>
Balance		<u><u>2,073,333.24</u></u>

NFP104 New Neighborhood Park Dev (Paygo)

	Budget	Revised Budget
Total Current Budget	2,000,000.00	2,000,000.00

	-
Total	<u>(486,968.06)</u>
Balance	<u><u>1,513,031.94</u></u>

NFP105 Ruby Grant Park Developmt (Paygo)

	Budget	Revised Budget
Total Current Budget	6,150,000.00	6,150,000.00

Total	<u>(6,146,426.19)</u>
Balance	<u><u>3,573.81</u></u>

NFP106 Saxon Park Development (Paygo)

	Budget	Revised Budget
Total Current Budget	2,000,000.00	2,000,000.00

Total	<u>(36,735.50)</u>
Balance	<u><u>1,963,264.50</u></u>

NFP107 New Trail Dev-Legacy System (Paygo)

	Budget	Revised Budget
Total Current Budget	2,000,000.00	2,000,000.00

Total	<u>(429,459.00)</u>
Balance	<u><u>1,570,541.00</u></u>

NFP108 Senior Citizens Center (Paygo)

	Budget	Revised Budget
Total Current Budget	-	1,081,076.00

Total	<u>(1,081,075.28)</u>
Balance	<u><u>0.72</u></u>

NFP111 Senior Citizens Center (Paygo)

	Budget	Revised Budget
Total Current Budget	-	11,318,924.00
		<hr/>
Total		<u>(7,958,803.67)</u>
Balance		<u><u>3,360,120.33</u></u>

CITY OF NORMAN
NORMAN FORWARD SALES TAX REVENUE, VERSUS PROJECTION

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 765,813	\$ 728,243	-4.91%	\$ 728,243	\$ 760,927	-4.30%
April, 2016	\$ 737,709	\$ 776,747	5.29%	\$ 776,747	\$ 733,003	5.97%
May, 2016	\$ 796,539	\$ 802,418	0.74%	\$ 802,418	\$ 791,458	1.38%
June, 2016	\$ 820,638	\$ 729,175	-11.15%	\$ 729,175	\$ 815,402	-10.57%
July, 2016	\$ 771,629	\$ 758,153	-1.75%	\$ 758,153	\$ 760,692	-0.33%
August, 2016	\$ 811,311	\$ 753,218	-7.16%	\$ 753,218	\$ 799,813	-5.83%
September, 2016	\$ 786,920	\$ 771,583	-1.95%	\$ 771,583	\$ 775,767	-0.54%
October, 2016	\$ 858,715	\$ 816,566	-4.91%	\$ 816,566	\$ 846,544	-3.54%
November, 2016	\$ 798,882	\$ 769,521	-3.68%	\$ 769,521	\$ 787,559	-2.29%
December, 2016	\$ 784,003	\$ 745,468	-4.92%	\$ 745,468	\$ 772,891	-3.55%
January, 2017	\$ 827,244	\$ 796,677	-3.70%	\$ 796,677	\$ 815,519	-2.31%
February, 2017	\$ 980,463	\$ 814,235	-16.95%	\$ 814,235	\$ 966,569	-15.76%
March, 2017	\$ 771,866	\$ 683,655	-11.43%	\$ 683,655	\$ 793,266	-13.82%
April, 2017	\$ 743,541	\$ 768,593	3.37%	\$ 768,593	\$ 764,155	0.58%
May, 2017	\$ 802,832	\$ 758,083	-5.57%	\$ 758,083	\$ 825,095	-8.12%
June, 2017	\$ 827,125	\$ 747,817	-9.59%	\$ 747,817	\$ 850,057	-12.03%
July, 2017	\$ 760,592	\$ 769,840	1.22%	\$ 769,840	\$ 792,140	-2.82%
August, 2017	\$ 798,825	\$ 736,344	-7.82%	\$ 736,344	\$ 855,817	-13.96%
September, 2017	\$ 788,843	\$ 755,105	-4.28%	\$ 755,105	\$ 845,123	-10.65%
October, 2017	\$ 845,645	\$ 800,169	-5.38%	\$ 800,169	\$ 905,977	-11.68%
November, 2017	\$ 787,013	\$ 757,642	-3.73%	\$ 757,642	\$ 843,162	-10.14%
December, 2017	\$ 772,904	\$ 705,659	-8.70%	\$ 705,659	\$ 828,046	-14.78%
January, 2018	\$ 816,503	\$ 829,421	1.58%	\$ 829,421	\$ 874,756	-5.18%
February, 2018	\$ 959,243	\$ 803,901	-16.19%	\$ 803,901	\$ 1,027,679	-21.78%
March, 2018	\$ 758,166	\$ 723,206	-4.61%	\$ 723,206	\$ 846,777	-14.59%
April, 2018	\$ 735,117	\$ 733,040	-0.28%	\$ 733,040	\$ 821,035	-10.72%
May, 2018	\$ 790,948	\$ 801,350	1.32%	\$ 801,350	\$ 883,391	-9.29%
June, 2018	\$ 811,552	\$ 777,694	-4.17%	\$ 777,694	\$ 906,403	-14.20%
July, 2018	\$ 732,971	\$ 792,168	8.08%	\$ 792,168	\$ 849,487	-6.75%
August, 2018	\$ 769,817	\$ 778,107	1.08%	\$ 778,107	\$ 892,189	-12.79%
September, 2018	\$ 748,752	\$ 753,875	0.68%	\$ 753,875	\$ 867,775	-13.13%
October, 2018	\$ 814,936	\$ 814,292	-0.08%	\$ 814,292	\$ 944,481	-13.78%
November, 2018	\$ 758,434	\$ 769,806	1.50%	\$ 769,806	\$ 878,997	-12.42%
December, 2018	\$ 744,837	\$ 755,617	1.45%	\$ 755,617	\$ 863,238	-12.47%
January, 2019	\$ 786,853	\$ 862,016	9.55%	\$ 862,016	\$ 911,933	-5.47%
February, 2019	\$ 924,409	\$ 801,472	-13.30%	\$ 801,472	\$ 1,071,356	-25.19%
March, 2019	\$ 730,634	\$ 686,081	-6.10%	\$ 686,081	\$ 882,765	-22.28%
April, 2019	\$ 708,422	\$ 770,033	8.70%	\$ 770,033	\$ 855,929	-10.04%
May, 2019	\$ 762,226	\$ 762,196	0.00%	\$ 762,196	\$ 920,936	-17.24%
June, 2019	\$ 782,081	\$ 809,526	3.51%	\$ 809,526	\$ 944,925	-14.33%
July, 2019	\$ 763,597	\$ 768,847	0.69%	\$ 768,847	\$ 887,108	-13.33%
August, 2019	\$ 800,628	\$ 761,846	-4.84%	\$ 761,846	\$ 930,129	-18.09%
September, 2019	\$ 778,646	\$ 788,095	1.21%	\$ 788,095	\$ 904,591	-12.88%
October, 2019	\$ 847,316	\$ 844,155	-0.37%	\$ 844,155	\$ 984,369	-14.24%
November, 2019	\$ 788,870	\$ 799,842	1.39%	\$ 799,842	\$ 916,469	-12.73%
December, 2019	\$ 774,718	\$ 812,104	4.83%	\$ 812,104	\$ 899,994	-9.77%
January, 2020	\$ 820,021	\$ 851,020	3.78%	\$ 851,020	\$ 952,659	-10.67%

February, 2020	\$	958,070	\$	819,751	-14.44%	\$	819,751	\$	1,113,036	-26.35%
March, 2020	\$	758,559	\$	720,227	-5.05%	\$	720,227	\$	918,709	-21.60%
April, 2020	\$	738,133	\$	747,531	1.27%	\$	747,531	\$	893,970	-16.38%
May, 2020	\$	792,526	\$	702,283	-11.39%	\$	702,283	\$	959,846	-26.83%
June, 2020	\$	813,861	\$	664,592	-18.34%	\$	664,592	\$	985,686	-32.58%
July, 2020	\$	777,799	\$	808,364	3.93%	\$	808,364	\$	925,809	-12.69%
August, 2020	\$	814,405	\$	850,341	4.41%	\$	850,341	\$	969,380	-12.28%
September, 2020	\$	793,231	\$	779,982	-1.67%	\$	779,982	\$	944,177	-17.39%
October, 2020	\$	862,850	\$	817,975	-5.20%	\$	817,975	\$	1,027,044	-20.36%
November, 2020	\$	803,681	\$	779,947	-2.95%	\$	779,947	\$	956,616	-18.47%
December, 2020	\$	789,933	\$	795,174	0.66%	\$	795,174	\$	940,251	-15.43%
January, 2021	\$	835,910	\$	865,704	3.56%	\$	865,704	\$	994,978	-12.99%
February, 2021	\$	972,244	\$	842,592	-13.34%	\$	842,592	\$	1,157,255	-27.19%
March, 2021	\$	771,573	\$	801,811	3.92%	\$	801,811	\$	957,430	-16.25%
April, 2021	\$	751,969	\$	733,759	-2.42%	\$	733,759	\$	933,104	-21.36%
May, 2021	\$	804,859	\$	929,299	15.46%	\$	929,299	\$	998,734	-6.95%
June, 2021	\$	825,105	\$	946,083	14.66%	\$	946,083	\$	1,023,857	-7.60%
July, 2021	\$	784,866	\$	976,078	24.36%	\$	976,078	\$	965,155	1.13%
August, 2021	\$	821,805	\$	986,400	20.03%	\$	986,400	\$	1,010,579	-2.39%
September, 2021	\$	800,438	\$	1,022,755	27.77%	\$	1,022,755	\$	984,304	3.91%
October, 2021	\$	870,690	\$	1,064,323	22.24%	\$	1,064,323	\$	1,070,693	-0.59%
November, 2021	\$	810,984	\$	965,607	19.07%	\$	965,607	\$	997,273	-3.18%
December, 2021	\$	790,508	\$	992,536	25.56%	\$	992,536	\$	972,093	2.10%
January, 2022	\$	860,624	\$	1,048,226	21.80%	\$	1,048,226	\$	1,058,316	-0.95%
February, 2022	\$	837,647	\$	1,029,877	22.95%	\$	1,029,877	\$	1,117,876	-7.87%
March, 2022	\$	797,106	\$	839,152	5.27%	\$	839,152	\$	1,021,865	-17.88%
April, 2022	\$	758,802	\$	931,510	22.76%	\$	931,510	\$	972,761	-4.24%
May, 2022	\$	812,172	\$	1,027,267	26.48%	\$	1,027,267	\$	1,041,180	-1.34%
June, 2022	\$	832,602	\$	1,061,513	27.49%	\$	1,061,513	\$	1,067,371	-0.55%
July, 2022	\$	985,918	\$	963,920	-2.23%	\$	963,920	\$	1,006,175	-4.20%
August, 2022	\$	1,032,318	\$	980,427	-5.03%	\$	980,427	\$	1,053,528	-6.94%
September, 2022	\$	1,005,479	\$	1,038,038	3.24%	\$	1,038,038	\$	1,026,137	1.16%
October, 2022	\$	1,093,726	\$	1,057,045	-3.35%	\$	1,057,045	\$	1,116,197	-5.30%
November, 2022	\$	1,018,726	\$	1,051,427	3.21%	\$	1,051,427	\$	1,039,657	1.13%
December, 2022	\$	1,001,298	\$	987,149	-1.41%	\$	987,149	\$	1,021,871	-3.40%
January, 2023	\$	1,059,578	\$	1,047,231	-1.17%	\$	1,047,231	\$	1,081,348	-3.16%
February, 2023	\$	1,232,391	\$	1,030,515	-16.38%	\$	1,030,515	\$	1,257,712	-18.06%
March, 2023	\$	978,026	\$	886,958	-9.31%	\$	886,958	\$	1,039,657	-14.69%
April, 2023	\$	953,177	\$	995,074	4.40%	\$	995,074	\$	972,761	2.29%
May, 2023	\$	1,020,235	\$	1,030,076	0.96%	\$	1,030,076	\$	1,041,197	-1.07%
TOTAL	\$	72,372,572	\$	73,013,137	0.89%	\$	73,013,137	\$	81,283,941	-10.18%

CITY OF NORMAN
NORMAN FORWARD USE TAX REVENUE, VERSUS PROJECTION

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 30,808	\$ 40,786	32.39%	\$ 40,786	\$ 30,808	32.39%
April, 2016	\$ 29,678	\$ 34,397	15.90%	\$ 34,397	\$ 29,678	15.90%
May, 2016	\$ 32,045	\$ 42,640	33.06%	\$ 42,640	\$ 32,045	33.06%
June, 2016	\$ 33,014	\$ 39,837	20.67%	\$ 39,837	\$ 33,014	20.67%
July, 2016	\$ 31,991	\$ 38,889	21.56%	\$ 38,889	\$ 30,799	26.27%
August, 2016	\$ 36,458	\$ 42,717	17.17%	\$ 42,717	\$ 32,383	31.91%
September, 2016	\$ 33,558	\$ 30,445	-9.28%	\$ 30,445	\$ 31,409	-3.07%
October, 2016	\$ 40,673	\$ 33,293	-18.14%	\$ 33,293	\$ 34,275	-2.86%
November, 2016	\$ 40,492	\$ 39,065	-3.52%	\$ 39,065	\$ 31,887	22.51%
December, 2016	\$ 37,649	\$ 31,888	-15.30%	\$ 31,888	\$ 31,293	1.90%
January, 2017	\$ 32,836	\$ 43,537	32.59%	\$ 43,537	\$ 33,019	31.85%
February, 2017	\$ 40,252	\$ 41,610	3.37%	\$ 41,610	\$ 39,134	6.33%
March, 2017	\$ 38,396	\$ 33,061	-13.89%	\$ 33,061	\$ 32,118	2.94%
April, 2017	\$ 32,550	\$ 32,136	-1.27%	\$ 32,136	\$ 30,939	3.87%
May, 2017	\$ 39,794	\$ 45,568	14.51%	\$ 45,568	\$ 33,406	36.41%
June, 2017	\$ 39,921	\$ 41,863	4.87%	\$ 41,863	\$ 34,417	21.64%
July, 2017	\$ 35,217	\$ 44,497	26.35%	\$ 44,497	\$ 32,072	38.74%
August, 2017	\$ 43,965	\$ 47,476	7.99%	\$ 47,476	\$ 34,650	37.02%
September, 2017	\$ 36,942	\$ 46,945	27.08%	\$ 46,945	\$ 34,217	37.20%
October, 2017	\$ 44,773	\$ 55,550	24.07%	\$ 55,550	\$ 36,681	51.44%
November, 2017	\$ 44,574	\$ 49,820	11.77%	\$ 49,820	\$ 34,138	45.94%
December, 2017	\$ 41,445	\$ 45,477	9.73%	\$ 45,477	\$ 33,526	35.65%
January, 2018	\$ 36,146	\$ 66,771	84.72%	\$ 66,771	\$ 35,417	88.53%
February, 2018	\$ 44,310	\$ 48,593	9.67%	\$ 48,593	\$ 41,609	16.79%
March, 2018	\$ 42,267	\$ 54,993	30.11%	\$ 54,993	\$ 37,254	47.62%
April, 2018	\$ 35,833	\$ 50,955	42.20%	\$ 50,955	\$ 31,582	61.34%
May, 2018	\$ 43,806	\$ 60,102	37.20%	\$ 60,102	\$ 38,610	55.66%
June, 2018	\$ 43,946	\$ 47,518	8.13%	\$ 47,518	\$ 38,734	22.68%
July, 2018	\$ 44,900	\$ 46,670	3.94%	\$ 46,670	\$ 31,047	50.32%
August, 2018	\$ 55,771	\$ 58,648	5.16%	\$ 58,648	\$ 38,564	52.08%
September, 2018	\$ 47,108	\$ 68,843	46.14%	\$ 68,843	\$ 32,574	111.34%
October, 2018	\$ 57,049	\$ 76,256	33.67%	\$ 76,256	\$ 39,448	93.31%
November, 2018	\$ 56,603	\$ 65,295	15.36%	\$ 65,295	\$ 39,140	66.83%
December, 2018	\$ 52,600	\$ 71,304	35.56%	\$ 71,304	\$ 36,372	96.04%
January, 2019	\$ 46,825	\$ 81,467	73.98%	\$ 81,467	\$ 32,379	151.61%
February, 2019	\$ 56,235	\$ 92,097	63.77%	\$ 92,097	\$ 38,885	136.84%
March, 2019	\$ 53,945	\$ 72,451	34.31%	\$ 72,451	\$ 38,887	86.31%
April, 2019	\$ 45,884	\$ 62,630	36.50%	\$ 62,630	\$ 33,076	89.35%
May, 2019	\$ 56,016	\$ 77,315	38.02%	\$ 77,315	\$ 40,380	91.47%
June, 2019	\$ 55,749	\$ 68,615	23.08%	\$ 68,615	\$ 40,188	70.74%
July, 2019	\$ 45,912	\$ 77,599	69.02%	\$ 77,599	\$ 32,126	141.55%
August, 2019	\$ 57,045	\$ 72,567	27.21%	\$ 72,567	\$ 39,916	81.80%
September, 2019	\$ 48,670	\$ 80,983	66.39%	\$ 80,983	\$ 34,063	137.75%
October, 2019	\$ 58,757	\$ 86,518	47.25%	\$ 86,518	\$ 41,123	110.39%
November, 2019	\$ 58,032	\$ 79,115	36.33%	\$ 79,115	\$ 40,615	94.79%
December, 2019	\$ 54,201	\$ 83,721	54.46%	\$ 83,721	\$ 37,933	120.70%

January, 2020	\$	48,711	\$	88,427	81.53%	\$	88,427	\$	34,092	159.38%
February, 2020	\$	58,353	\$	124,509	113.37%	\$	124,509	\$	40,840	204.87%
March, 2020	\$	55,569	\$	73,615	32.47%	\$	73,615	\$	40,544	81.57%
April, 2020	\$	47,292	\$	78,218	65.40%	\$	78,218	\$	34,505	126.69%
May, 2020	\$	57,758	\$	96,559	67.18%	\$	96,559	\$	42,141	129.13%
June, 2020	\$	57,267	\$	105,049	83.44%	\$	105,049	\$	41,783	151.42%
July, 2020	\$	76,418	\$	108,470	41.94%	\$	108,470	\$	33,540	223.40%
August, 2020	\$	80,414	\$	111,849	39.09%	\$	111,849	\$	41,326	170.65%
September, 2020	\$	80,982	\$	111,950	38.24%	\$	111,950	\$	35,544	214.97%
October, 2020	\$	97,394	\$	123,541	26.85%	\$	123,541	\$	42,747	189.01%
November, 2020	\$	95,981	\$	111,548	16.22%	\$	111,548	\$	42,127	164.79%
December, 2020	\$	89,971	\$	133,159	48.00%	\$	133,159	\$	39,489	237.21%
January, 2021	\$	81,296	\$	142,435	75.21%	\$	142,435	\$	35,681	299.19%
February, 2021	\$	98,004	\$	176,811	80.41%	\$	176,811	\$	43,015	311.05%
March, 2021	\$	91,837	\$	108,777	18.45%	\$	108,777	\$	42,021	158.86%
April, 2021	\$	78,673	\$	98,208	24.83%	\$	98,208	\$	35,998	172.82%
May, 2021	\$	96,119	\$	149,868	55.92%	\$	149,868	\$	43,980	240.76%
June, 2021	\$	95,612	\$	119,455	24.94%	\$	119,455	\$	43,748	173.05%
July, 2021	\$	110,203	\$	119,611	8.54%	\$	119,611	\$	34,966	242.08%
August, 2021	\$	135,784	\$	146,398	7.82%	\$	146,398	\$	43,082	239.81%
September, 2021	\$	116,785	\$	114,138	-2.27%	\$	114,138	\$	37,054	208.03%
October, 2021	\$	140,069	\$	145,812	4.10%	\$	145,812	\$	44,442	228.09%
November, 2021	\$	137,707	\$	153,849	11.72%	\$	153,849	\$	43,693	252.12%
December, 2021	\$	130,010	\$	138,224	6.32%	\$	138,224	\$	41,251	235.08%
January, 2022	\$	137,707	\$	182,045	32.20%	\$	182,045	\$	43,693	316.65%
February, 2022	\$	142,649	\$	184,069	29.04%	\$	184,069	\$	47,184	290.11%
March, 2022	\$	131,827	\$	131,545	-0.21%	\$	131,545	\$	43,605	201.68%
April, 2022	\$	113,094	\$	129,422	14.44%	\$	129,422	\$	37,408	245.97%
May, 2022	\$	139,141	\$	151,405	8.81%	\$	151,405	\$	46,024	228.97%
June, 2022	\$	137,393	\$	152,881	11.27%	\$	152,881	\$	45,445	236.40%
July, 2022	\$	128,988	\$	145,606	12.88%	\$	145,606	\$	36,435	299.63%
August, 2022	\$	158,097	\$	144,189	-8.80%	\$	144,189	\$	44,657	222.88%
September, 2022	\$	136,184	\$	153,101	12.42%	\$	153,101	\$	38,467	298.00%
October, 2022	\$	163,644	\$	173,940	6.29%	\$	173,940	\$	46,224	276.30%
November, 2022	\$	161,215	\$	149,464	-7.29%	\$	149,464	\$	45,538	228.22%
December, 2022	\$	151,983	\$	155,275	2.17%	\$	155,275	\$	42,930	261.69%
January, 2023	\$	139,943	\$	177,437	26.79%	\$	177,437	\$	39,529	348.88%
February, 2023	\$	167,778	\$	203,330	21.19%	\$	203,330	\$	47,392	329.04%
March, 2023	\$	153,836	\$	136,599	-11.20%	\$	136,599	\$	45,300	201.54%
April, 2023	\$	132,497	\$	144,849	9.32%	\$	144,849	\$	39,016	271.25%
May, 2023	\$	162,766	\$	172,850	6.20%	\$	172,850	\$	47,930	260.63%
TOTAL	\$	6,631,593	\$	8,121,013	22.46%	\$	8,121,013	\$	3,310,215	145.33%

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

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 796,621	\$ 769,029	-3.46%	\$ 769,029	\$ 791,736	-2.87%
April, 2016	\$ 767,387	\$ 811,144	5.70%	\$ 811,144	\$ 762,681	6.35%
May, 2016	\$ 828,584	\$ 845,058	1.99%	\$ 845,058	\$ 823,502	2.62%
June, 2016	\$ 853,652	\$ 769,012	-9.92%	\$ 769,012	\$ 848,417	-9.36%
July, 2016	\$ 803,620	\$ 797,042	-0.82%	\$ 797,042	\$ 791,491	0.70%
August, 2016	\$ 847,769	\$ 795,935	-6.11%	\$ 795,935	\$ 832,196	-4.36%
September, 2016	\$ 820,478	\$ 802,028	-2.25%	\$ 802,028	\$ 807,176	-0.64%
October, 2016	\$ 899,388	\$ 849,859	-5.51%	\$ 849,859	\$ 880,818	-3.51%
November, 2016	\$ 839,374	\$ 808,586	-3.67%	\$ 808,586	\$ 819,446	-1.33%
December, 2016	\$ 821,652	\$ 777,356	-5.39%	\$ 777,356	\$ 804,184	-3.34%
January, 2017	\$ 860,080	\$ 840,214	-2.31%	\$ 840,214	\$ 848,538	-0.98%
February, 2017	\$ 1,020,715	\$ 855,845	-16.15%	\$ 855,845	\$ 1,005,704	-14.90%
March, 2017	\$ 810,262	\$ 716,716	-11.55%	\$ 716,716	\$ 825,384	-13.17%
April, 2017	\$ 776,091	\$ 800,729	3.17%	\$ 800,729	\$ 795,095	0.71%
May, 2017	\$ 842,626	\$ 803,651	-4.63%	\$ 803,651	\$ 858,501	-6.39%
June, 2017	\$ 867,045	\$ 789,680	-8.92%	\$ 789,680	\$ 884,474	-10.72%
July, 2017	\$ 795,809	\$ 814,337	2.33%	\$ 814,337	\$ 824,212	-1.20%
August, 2017	\$ 842,790	\$ 783,821	-7.00%	\$ 783,821	\$ 890,467	-11.98%
September, 2017	\$ 825,785	\$ 802,051	-2.87%	\$ 802,051	\$ 879,340	-8.79%
October, 2017	\$ 890,418	\$ 855,719	-3.90%	\$ 855,719	\$ 942,658	-9.22%
November, 2017	\$ 831,588	\$ 807,462	-2.90%	\$ 807,462	\$ 877,300	-7.96%
December, 2017	\$ 814,349	\$ 751,136	-7.76%	\$ 751,136	\$ 861,572	-12.82%
January, 2018	\$ 852,650	\$ 896,192	5.11%	\$ 896,192	\$ 910,173	-1.54%
February, 2018	\$ 1,003,553	\$ 852,494	-15.05%	\$ 852,494	\$ 1,069,288	-20.27%
March, 2018	\$ 800,433	\$ 778,199	-2.78%	\$ 778,199	\$ 884,031	-11.97%
April, 2018	\$ 770,950	\$ 783,995	1.69%	\$ 783,995	\$ 852,618	-8.05%
May, 2018	\$ 834,754	\$ 861,452	3.20%	\$ 861,452	\$ 922,001	-6.57%
June, 2018	\$ 855,498	\$ 825,212	-3.54%	\$ 825,212	\$ 945,137	-12.69%
July, 2018	\$ 777,871	\$ 838,838	7.84%	\$ 838,838	\$ 880,534	-4.74%
August, 2018	\$ 825,587	\$ 836,755	1.35%	\$ 836,755	\$ 930,753	-10.10%
September, 2018	\$ 795,860	\$ 822,718	3.37%	\$ 822,718	\$ 900,350	-8.62%
October, 2018	\$ 871,985	\$ 890,548	2.13%	\$ 890,548	\$ 983,929	-9.49%
November, 2018	\$ 815,036	\$ 835,101	2.46%	\$ 835,101	\$ 918,136	-9.04%
December, 2018	\$ 797,437	\$ 826,921	3.70%	\$ 826,921	\$ 899,610	-8.08%
January, 2019	\$ 833,678	\$ 943,483	13.17%	\$ 943,483	\$ 944,312	-0.09%
February, 2019	\$ 980,644	\$ 893,570	-8.88%	\$ 893,570	\$ 1,110,241	-19.52%
March, 2019	\$ 784,579	\$ 758,532	-3.32%	\$ 758,532	\$ 921,652	-17.70%
April, 2019	\$ 754,306	\$ 832,663	10.39%	\$ 832,663	\$ 889,005	-6.34%
May, 2019	\$ 818,242	\$ 839,510	2.60%	\$ 839,510	\$ 961,316	-12.67%
June, 2019	\$ 837,830	\$ 878,142	4.81%	\$ 878,142	\$ 985,113	-10.86%
July, 2019	\$ 809,510	\$ 846,446	4.56%	\$ 846,446	\$ 919,234	-7.92%
August, 2019	\$ 857,673	\$ 834,413	-2.71%	\$ 834,413	\$ 970,045	-13.98%
September, 2019	\$ 827,316	\$ 869,078	5.05%	\$ 869,078	\$ 938,654	-7.41%
October, 2019	\$ 906,074	\$ 930,673	2.71%	\$ 930,673	\$ 1,025,491	-9.25%
November, 2019	\$ 846,902	\$ 878,957	3.78%	\$ 878,957	\$ 957,084	-8.16%
December, 2019	\$ 828,918	\$ 895,825	8.07%	\$ 895,825	\$ 937,927	-4.49%
January, 2020	\$ 868,733	\$ 939,447	8.14%	\$ 939,447	\$ 986,751	-4.79%
February, 2020	\$ 1,016,423	\$ 944,260	-7.10%	\$ 944,260	\$ 1,153,876	-18.17%

March, 2020	\$	814,129	\$	793,842	-2.49%	\$	793,842	\$	959,253	-17.24%
April, 2020	\$	785,425	\$	825,749	5.13%	\$	825,749	\$	928,475	-11.06%
May, 2020	\$	850,284	\$	798,842	-6.05%	\$	798,842	\$	1,001,987	-20.27%
June, 2020	\$	871,128	\$	769,641	-11.65%	\$	769,641	\$	1,027,469	-25.09%
July, 2020	\$	854,217	\$	916,834	7.33%	\$	916,834	\$	959,349	-4.43%
August, 2020	\$	894,819	\$	962,190	7.53%	\$	962,190	\$	1,010,706	-4.80%
September, 2020	\$	874,213	\$	891,932	2.03%	\$	891,932	\$	979,720	-8.96%
October, 2020	\$	960,243	\$	941,516	-1.95%	\$	941,516	\$	1,069,791	-11.99%
November, 2020	\$	899,663	\$	891,495	-0.91%	\$	891,495	\$	998,743	-10.74%
December, 2020	\$	879,903	\$	928,333	5.50%	\$	928,333	\$	979,740	-5.25%
January, 2021	\$	917,206	\$	1,008,139	9.91%	\$	1,008,139	\$	1,030,659	-2.19%
February, 2021	\$	1,070,248	\$	1,019,403	-4.75%	\$	1,019,403	\$	1,200,270	-15.07%
March, 2021	\$	863,410	\$	910,587	5.46%	\$	910,587	\$	999,451	-8.89%
April, 2021	\$	830,642	\$	831,967	0.16%	\$	831,967	\$	969,102	-14.15%
May, 2021	\$	900,977	\$	1,079,167	19.78%	\$	1,079,167	\$	1,042,714	3.50%
June, 2021	\$	920,717	\$	1,065,538	15.73%	\$	1,065,538	\$	1,067,605	-0.19%
July, 2021	\$	895,069	\$	1,095,689	22.41%	\$	1,095,689	\$	1,000,121	9.56%
August, 2021	\$	957,588	\$	1,132,798	18.30%	\$	1,132,798	\$	1,053,661	7.51%
September, 2021	\$	917,223	\$	1,136,893	23.95%	\$	1,136,893	\$	1,021,359	11.31%
October, 2021	\$	1,010,759	\$	1,210,135	19.73%	\$	1,210,135	\$	1,115,135	8.52%
November, 2021	\$	948,691	\$	1,119,456	18.00%	\$	1,119,456	\$	1,040,965	7.54%
December, 2021	\$	920,518	\$	1,130,760	22.84%	\$	1,130,760	\$	1,013,343	11.59%
January, 2022	\$	998,331	\$	1,230,271	23.23%	\$	1,230,271	\$	1,102,008	11.64%
February, 2022	\$	980,297	\$	1,213,946	23.83%	\$	1,213,946	\$	1,165,061	4.20%
March, 2022	\$	928,933	\$	970,697	4.50%	\$	970,697	\$	1,065,470	-8.89%
April, 2022	\$	871,896	\$	1,060,932	21.68%	\$	1,060,932	\$	1,010,169	5.03%
May, 2022	\$	951,313	\$	1,178,672	23.90%	\$	1,178,672	\$	1,087,204	8.41%
June, 2022	\$	969,995	\$	1,214,394	25.20%	\$	1,214,394	\$	1,112,816	9.13%
July, 2022	\$	1,114,906	\$	1,109,525	-0.48%	\$	1,109,525	\$	1,042,609	6.42%
August, 2022	\$	1,190,415	\$	1,124,616	-5.53%	\$	1,124,616	\$	1,098,185	2.41%
September, 2022	\$	1,141,663	\$	1,191,139	4.33%	\$	1,191,139	\$	1,064,605	11.89%
October, 2022	\$	1,257,369	\$	1,230,985	-2.10%	\$	1,230,985	\$	1,162,421	5.90%
November, 2022	\$	1,179,941	\$	1,200,891	1.78%	\$	1,200,891	\$	1,085,194	10.66%
December, 2022	\$	1,153,281	\$	1,142,424	-0.94%	\$	1,142,424	\$	1,064,801	7.29%
January, 2023	\$	1,199,521	\$	1,224,668	2.10%	\$	1,224,668	\$	1,120,877	9.26%
February, 2023	\$	1,400,169	\$	1,233,845	-11.88%	\$	1,233,845	\$	1,305,103	-5.46%
March, 2023	\$	1,131,862	\$	1,023,557	-9.57%	\$	1,023,557	\$	1,084,957	-5.66%
April, 2023	\$	1,085,674	\$	1,139,923	5.00%	\$	1,139,923	\$	1,011,777	12.67%
May, 2023	\$	1,183,002	\$	1,202,926	1.68%	\$	1,202,926	\$	1,089,127	10.45%
TOTAL	\$	79,004,166	\$	81,134,150	2.70%	\$	81,134,150	\$	84,594,156	-4.09%

File Attachments for Item:

5. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM JANUARY 1, 2022, THROUGH MARCH 31, 2023.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/11/2023

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN FORWARD FINANCIAL OVERSIGHT BOARD ANNUAL REPORT FROM JANUARY 1, 2022, THROUGH MARCH 31, 2023.

BACKGROUND: On October 13, 2015, the voters of Norman approved Ordinance O-1516-5, which levied a one-half percent (1/2%) NORMAN FORWARD Sales Tax (NFST) for a 15-year period. This Ordinance directed the establishment by Council of a citizen oversight board to review expenditures of NFST moneys and submit recommendations to Council regarding the expenditures.

In response to this direction, the City Council established the NORMAN FORWARD Citizen Financial Oversight Board (CFOB) by Resolution R-1516-75, on December 22, 2015. The Board is directed by the Resolution to:

“review actual and projected Norman Forward Sales Tax (NFST) revenues; recommend a mix of project financing versus pay as you go ("paygo"); review the pace and sequencing of construction projects; review all Council actions related to expenditures of NFST moneys; recommend strategies for long-term operations and maintenance of facilities; report to Council from time to time as warranted and to provide an annual report to Council; perform such other duties related to Norman Forward as the Council directs by motion or resolution; create policies and procedures as guidelines for the functioning of the NFST CFOB in areas including but not limited to attendance, receiving public testimony, structure or format of meetings, frequency of public hearings; and be willing to assign an NFST CFOB member to serve with and act as a liaison to certain Advisory Committees that Council may form from time to time regarding specific Norman Forward Projects related to Libraries, Senior Center, Westwood Pool replacement, Indoor Aquatics, Football/Softball Sport Complex, Griffin Park Soccer improvements, Ruby Grant Park improvements, Reaves Park baseball improvements, Andrews Park improvements, Westwood Tennis facilities, Trail development, and Neighborhood Park improvements.”

DISCUSSION: The CFOB began meeting in January, 2016. The Board has met periodically since that time, and reviewed the Council actions related to the expenditure of the NFST funds. An Annual Report for the period of January 1, 2022 through March 31, 2023 was adopted for presentation to the Council at the Board's April 4, 2023 meeting. The attached Annual Report focusses on the Board's review of the progress made in implementing the NORMAN FORWARD program and the Board's recommendations to the Council based on that review. The most recently-updated financial reports presented to the CFOB are attached to the Report, along with the recommendations presented by the CFOB to the Council in the reporting period, and the most recently-reviewed Pro Forma analysis for the Norman Forward period. This Pro Forma analysis shows that the projects are being managed to be completed within projected revenues.

RECOMMENDATION: It is recommended that the Council accept the NORMAN FORWARD Citizen Financial Oversight Board's Annual Report for the period of January 1, 2022 – March 31, 2023.

**THE CITY OF NORMAN/NORMAN MUNICIPAL AUTHORITY
NORMAN FORWARD CITIZEN FINANCIAL OVERSIGHT BOARD
ANNUAL REPORT
FOR THE PERIOD JANUARY 1, 2022 – MARCH 31, 2023**

The NORMAN FORWARD Citizen Financial Oversight Board (CFOB) was established by the City Council (Resolution R-1516-75) on December 22, 2015 to “review actual and projected Norman Forward Sales Tax (NFST) revenues; recommend a mix of project financing versus pay as you go ("paygo"); review the pace and sequencing of construction projects; review all Council actions related to expenditures of NFST moneys; recommend strategies for long-term operations and maintenance of facilities; report to Council from time to time as warranted and to provide an annual report to Council; perform such other duties related to Norman Forward as the Council directs by motion or resolution; create policies and procedures as guidelines for the functioning of the NFST CFOB in areas including but not limited to attendance, receiving public testimony, structure or format of meetings, frequency of public hearings; and be willing to assign an NFST CFOB member to serve with and act as a liaison to certain Advisory Committees that Council may form from time to time regarding specific Norman Forward Projects related to Libraries, Senior Center, Westwood Pool replacement, Indoor Aquatics, Football/Softball Sport Complex, Griffin Park Soccer improvements, Ruby Grant Park improvements, Reaves Park baseball improvements, Andrews Park improvements, Westwood Tennis facilities, Trail development, and Neighborhood Park improvements.”

There are nine Board members, with terms expiring as follows:

Misty Grantham; December 22, 2023
Saidy Orellana; December 22, 2023
Andy Sherrer; December 22, 2023
Erik Paulson; December 22, 2024
Linda Price; December 22, 2024
Andy Rieger; December 22, 2024
Alva Brockus; December 22, 2025
Bree Montoya; December 22, 2025
Cindy Rogers; December 22, 2025

The Board will continue in existence until the NFST term has expired, all NFST revenues have been expended or allocated, or a final report is made to Council, whichever occurs latest.

The voters of Norman, on October 13, 2015, approved the City of Norman’s Ordinance O-1516-5, which authorized a 15-year, ½ percent sales tax, primarily to pay for quality of life improvements including the following:

- New Central Branch Library - \$39,000,000 (Completed 11/2019; \$34,973,616)
- New East Branch Library - \$5,100,000 (Completed 7/2018; \$4,790,971)
- James Garner Avenue Extension - \$6,000,000 (Estimated Completion 12/2023)
- New Indoor Aquatic Facility - \$14,000,000 (Estimated Completion 12/2023)
- Westwood Pool Reconstruction - \$12,000,000 (Completed 5/2017; \$11,763,800)
- Westwood Tennis Center - \$1,000,000 (Completed 9/2018; \$1,801,277)
- Reaves Park Baseball Complex - \$10,000,000 (Estimated Completion 3/2023)
- Griffin Park Land Purchase - \$10,000,000 *(Now \$2,400,000 for lease payments)
- Griffin Park Soccer Complex - \$11,000,000 (Estimated Completion 9/2023)
- New Football/Softball Complex - \$2,500,000 (Completed 10/2022; \$2,183,641)
- New Indoor Multi-Sport Facility - \$8,500,000 (Estimated Completion 12/2023; \$29,000,000 – All Sources)
- New Neighborhood Park Development - \$2,000,000
- Existing Neighborhood Park Improvements - \$6,500,000
- New Trail Development (Legacy Trail) - \$6,000,000 (Now \$4,500,000)
- Ruby Grant Park (Phase I) - \$6,000,000 (Completed 11/2020; \$6,146,426)
- Saxon Park Development (Phase II) - \$2,000,000
- Andrews Park Redevelopment - \$1,500,000 (Completed 11/2019; \$1,446,574)
- Canadian River Trails Park Development - \$2,000,000
- Road and Infrastructure Improvements - \$2,700,000
- Senior Citizen's Center – TBD *(Now \$7,600,000 Reprogrammed)
- Public Art Installations – TBD (Now \$1,200,000)

*Through mutual agreement with the Oklahoma Department of Mental Health and Substance Abuse Services, a long-term lease of the Griffin Park land was negotiated for \$80,000 per year (\$2,400,000 over the life of NORMAN FORWARD). The City Council re-programmed the remaining \$7,600,000 originally allocated for the purchase of the Griffin Park land for construction of the Senior Citizen's Center.

Other authorized NORMAN FORWARD expenditures could include operating subsidies to the Indoor Aquatic Facility and Westwood Aquatic Center; capital replacement; and/or maintenance and support personnel.

The Citizen Financial Oversight Board (CFOB) began meeting in January, 2016 and has been reviewing documents, reports and Council actions since then. During this reporting period, meetings of the full CFOB were held on February 1, 2022; February 28, 2022; May 24, 2022; July 12, 2022; October 25, 2022; December 6, 2022; January 31, 2023; and March 21, 2023. Significant items discussed and reviewed over the current reporting period include the following:

- Construction Progress Tours at Young Family Athletic Center (YFAC), Reaves Park Baseball/Softball Complex and Senior Wellness Center
- Review of Operating Agreements for the Senior Center and YFAC
- Construction documents and Financing Arrangements for James Garner Avenue Extension

NORMAN FORWARD Implementation Plan

The Norman Forward Project Implementation Plan (IP) was originally prepared by City staff and the Program Management Consultant, ADG. The Board was provided with updates to the project timing schedules included in the IP throughout the current reporting period. The Implementation Plan continues to be a “living” document which will change over time. The Board will review the IP on at least a semi-annual basis, with further updates as necessary based on major project milestones being achieved.

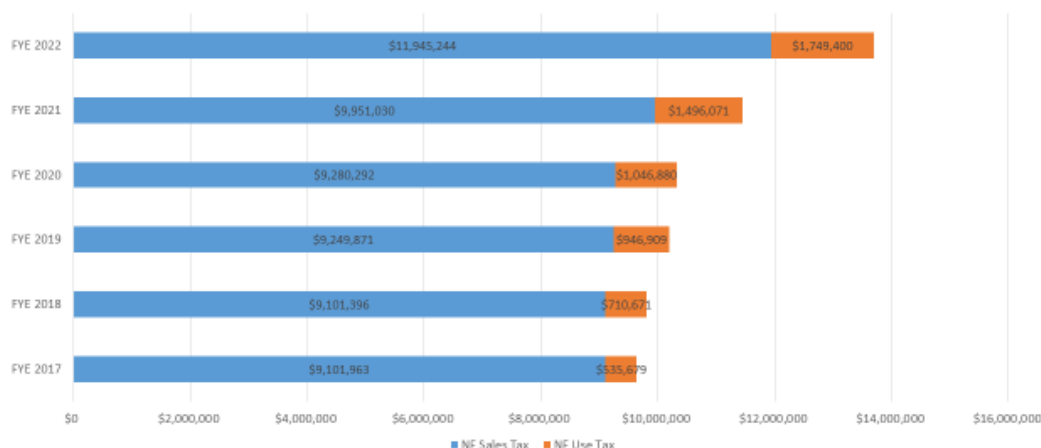
NORMAN FORWARD Pro Forma Financial Projections

The Board requested City staff, in conjunction with the City’s Financial Advisory team, to prepare Pro Forma Financial Projections for the entire 15-year NORMAN FORWARD program. Based on the project budgets and other expense assumptions, sales and use tax revenue projections, and debt issuance and interest rate projections, the Pro Forma projections were prepared to answer basic questions of, given these logical assumptions, will NORMAN FORWARD be financially able to deliver the projects that were promised to the voters? Will there be “excess” money during the NFST collection period or left over at the end for other projects or needs? Will there be cash flow concerns during interim time periods of NORMAN FORWARD’s tenure, which will require changes to the timing of pay-as-you-go projects? The most recently-updated Pro Forma projections are attached to this report.

The Pro Forma financials have been updated and presented to the Board periodically. The Board adopted changes to the revenue growth rate assumptions for sales tax (from 4.25% to 2%) and use tax (from 4% to 5%) that are built into the pro forma analyses.

As illustrated below, the NORMAN FORWARD Sales Tax and Use Tax collection rates have varied over their life, with sales tax growth beginning slower than projected but increasing in recent years. Use tax collections have been consistently above projections. Total sales and use tax revenue collections are about four percent (4%) below projections.

Norman Forward Sales and Use Tax Revenue



Sales/Use Tax Growth Rates

	Sales Tax Variance (%)	Use Tax Variance (%)
FYE 2018	-0.01%	32.67%
FYE 2019	1.63%	33.24%
FYE 2020	0.33%	10.56%
FYE 2021	7.23%	42.91%
FYE 2022	20.04%	16.93%

The Board and ultimately the City Council/Norman Municipal Authority have adapted well to changes necessitated by the financial realities presented in the Pro Forma, and will be directed to continue to do so.

NORMAN FORWARD Revenue and Expenditure Reports

At each of its meetings, the Board is presented with financial reports on projected and actual sales tax collections and expenditures by project. The most recent of these reports are attached. The Board understands that the financial information will become more and more meaningful as NFST collections are received and actual collection patterns progress, and as projects progress and their related expenditures can be measured versus preliminary project budgets. Supplemental funding from external sources has been allocated to projects in some cases and some re-allocation of funding between projects has been directed by the Council and approved by the Board. Overall, the Board is encouraged by the program's financial resiliency on a net basis.

NORMAN FORWARD Sales Tax Collection Concerns

Beginning in March, 2017, the Board began discussing concerns with sales tax collections being below projections. Although use tax collection has been quite a bit above projections recently, actual sales and use tax collections combined have been approximately 4.5% below the original projections (see attached Sales Tax Revenue reports). This condition has actually improved substantially in recent months as City sales tax revenues have grown at historic rates (at last year's reporting period, combined sales and use tax collections were 6.5% below the original projections). The Board restates its recommendation to Council, however, that all savings on the NORMAN FORWARD projects should be retained to make up for shortfalls in projects and revenue and not used for project add-ons.

NORMAN FORWARD Ad Hoc Project Committee Liaisons

A part of the original direction from the City Council to the Citizen Financial Oversight Board was for the CFOB to appoint a Member to act as a Liaison to each of the Ad Hoc Project Committees appointed to consider design and construction specifications for each of the major NORMAN FORWARD projects. The Board has appointed the following members to these Liaison roles, to date:

Senior Citizen's Center – Erik Paulson
 Griffin Park Soccer Complex – Linda Price
 Reaves Park Baseball/Softball Complex – Completed
 Indoor Aquatic Center/Indoor Multi-Sport Center – Alva Brockus
 Ruby Grant Park – Completed
 Youth Football/Adult Softball Facility – Completed
 Saxon Community Park – Cynthia Rogers

CFOB Review of City Council Actions

At each of its meetings, the CFOB receives and reviews any City Council or Norman Municipal Authority actions that have been taken since the CFOB last met that impact the NORMAN FORWARD Sales Tax program. The Board has an understanding of its review authority and its ability to timely report back to the Council and/or the public on any Council/NMA actions which the Board believes would not be in the best interest of the NORMAN FORWARD program, or which the Board may believe to be in conflict with the tenets of the NORMAN FORWARD Ordinance. The reports and recommendations that the Board has made to the Council during this reporting period are attached.

NORMAN FORWARD Program Management Consultant

Early in the implementation of the NORMAN FORWARD program, it was determined by the City Council that there would be a need to retain an outside architectural/engineering consultant to act as a "Program Manager", with the stated goal of helping to deliver the promised projects on time and within their financial budgets. ADG Professional Corporation was selected to fill this role. As the major "brick and mortar" construction projects in the Norman Forward program have been competed or are nearing completion, the services of the Program Manager to the CFOB have terminated. ADG continues to provide Construction Management services to some individual projects at this time.

NORMAN FORWARD Project Updates

At each of its meetings, the Board receives updates on the progress of authorized NORMAN FORWARD projects from the Project Management staff and/or from the related Ad Hoc Group Liaison. The Board has also been given presentations from project architects on the preliminary design and master site plans for major NFST projects. Developments related and adjacent to the YFAC and the Senior Center have also been discussed.. The Board's discussion of this information forms the basis for Board recommendations on its review of Council actions taken related to the NORMAN FORWARD program.

During this reporting period, the Board is pleased with the progress made on many Norman Forward projects. Several neighborhood park renovation projects have been completed. Norman Forward's construction of the Reaves Park Baseball/Softball Complex has been recently completed, and the Griffin Park Soccer Complex, Senior Wellness Center (Adult Wellness and Education Center, or "AWE") and Young Family Athletic Center (YFAC) are in advanced construction stages. Road improvements are being made to improve access to the YFAC and Griffin Park facilities, and the long-awaited James Garner Avenue extension project is under construction. Public art installations have been completed at the Central and East Branch Libraries, the Westwood Tennis/Swimming/Golf Complex, Andrews Park and Ruby Grant Park, and public arts designs and artist selections have been made for Young Family Athletic Center and the AWE Center.

NORMAN FORWARD is delivering on its promises to the residents of and visitors to Norman. Within the next year, all of the major Norman Forward projects will have been completed and residents of and visitors to Norman will be enjoying them. Considering that the temporary taxing period for Norman Forward is only about halfway through its term, the progress of the projects is a tremendous success story.

Facility Operations

The Board has turned much of its attention to the review of proposed third-party operating agreements for the YFAC and AWE Center. The Board considers it to be among its major responsibilities to help to ensure the efficient and cost-effective operation of major Norman Forward-funded facilities after they have been constructed. At this writing, the operating agreement for the AWE Center is being negotiated with Healthy Living Norman, LLC and is nearing a final contract form to be presented to the Council. The agreements for operation of the YFAC are being negotiated with Santa Fe Healthy Living, Incorporated and with Norman Regional Health System. The Board has received ongoing updates, contract drafts and information from the City Attorney and other City staff involved in the negotiation of these contracts. As the contracts are finalized, the Board will give final review and make recommendations to the Council as to their approval. In relevant point and in keeping with the mission of the CFPB, however, the Board has included requirements for the operators to make periodic reports to the Board after the facilities are open and operating.

Summary

Summarized information on collections and expenditures from the Norman Forward Sales Tax, along with the most recently-updated Pro Forma Financial Projections prepared for the CFOB is attached.

The NORMAN FORWARD Citizen Financial Oversight Board is extremely excited about the progress of the NFST program to date. The CFOB remains committed to ensuring that all of the projects approved by the voters in the Norman Forward Sales Tax will be completed at the level that can be supported by available revenues.

The Council/Norman Municipal Authority actions taken to implement the NFST Ordinance have been in compliance with the direction approved by the voters of Norman. While there are concerns about the shortfall in sales tax revenue, a great deal of credit is due to the engaged Norman public, the City Council, the financial involvement of the Norman Municipal Authority, the various Ad Hoc project committees, City staff, and the program management firm for this progress. The mix of debt financing to complete the projects in advance of the tax revenues being received has been appropriated to complete the major projects years ahead of the tax collections. The City/NMA has been extremely successful in generating funding from other sources to supplement the Norman Forward projects, and the Council has made prudent decisions in re-allocating funds between Norman Forward projects where necessary.

The Board looks forward to its continuing role in the success of the NORMAN FORWARD program.



The City of NORMAN

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

OFFICE OF THE FINANCE DIRECTOR
Phone 405-366-5413
FAX: 405-366-5417

December 8, 2022

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

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

The NORMAN FORWARD Citizen's Financial Oversight Board (CFOB) met on December 6, 2022, with the following members present:

Andy Rieger, Chair	Linda Price
Alva Brockus	Cynthia Rogers
Bree Montoya	Andy Sherrer

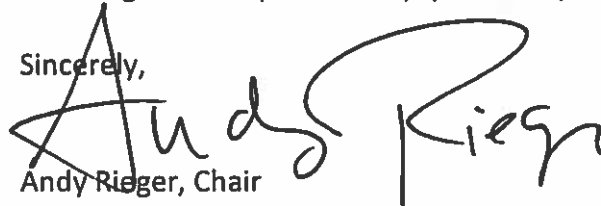
During the meeting, the Board discussed the appropriation action taken by the City Council (November 22, 2022 Council agenda) for the NORMAN FORWARD James Garner Avenue extension project. The CFOB is pleased that Council acted to move this project forward at its full funding level. We are concerned, however, that a portion of our recommendation related to this appropriation was not followed (see attached October 26, 2022 Recommendation letter). As noted on the attachment, our recommendation was to re-allocate \$1,500,000 of NORMAN FORWARD Fund balance (indirectly, savings from the Norman Public Library, Central project) to the James Garner project and to appropriate the balance of needed funding for the project from the City's General Fund balance or other City resources. The Council's action (by Resolution R-2223-67) was to appropriate \$2,281,034 of NORMAN FORWARD Fund balance to the James Garner project.

The CFOB recommendation was based on the \$1,500,000 that had previously been re-allocated from the James Garner Avenue project to the NORMAN FORWARD Young Family Athletic Center project. Our recommendation was that the amount of NORMAN FORWARD funds re-allocated to the James Garner project be limited to this amount; effectively the \$1,500,000 appropriation would have returned the James Garner Avenue project to its originally-planned funding level. We are concerned that due to ongoing shortfalls in the NORMAN FORWARD sales tax from the original projections made in 2015, this action may have the long-term effect of reducing the amount of NORMAN FORWARD funds that will be available for future projects. We have consistently recommended that any cost "savings" in NORMAN FORWARD projects be returned to the Norman Forward Fund balance to be available to fund future projects at their planned levels.

While we understand that the NORMAN FORWARD Fund is in a position to absorb this additional cost for the James Garner Avenue extension project right now, we want to make sure that the Council is aware that this action may exacerbate the need for the City's General Fund (or other City resources) to be used to "back stop" future NORMAN FORWARD projects. **By unanimous vote, CFOB recommends that the Council understand the negative financial position that may result in future NORMAN FORWARD projects due to this action, and that this Council and future Councils be prepared to utilize City General Fund revenues or other City resources to complete NORMAN FORWARD projects at their planned levels.**

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

Sincerely,

A handwritten signature in black ink that reads "Andy Rieger". The signature is stylized, with the first name "Andy" written in a cursive-like script and the last name "Rieger" in a more formal, upright script.

Andy Rieger, Chair

Norman Forward Citizens Financial Oversight Board

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



The City of NORMAN

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

October 26, 2022

OFFICE OF THE FINANCE DIRECTOR
Phone 405-366-5413
FAX: 405-366-5417

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

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

The NORMAN FORWARD Citizen's Financial Oversight Board (CFOB) met on October 25, 2022, with the following members present:

Andy Rieger, Chair

Alva Brockus

Saidy Orellana

Erik Paulson

Linda Price

Cynthia Rogers

Andy Sherrer

During the meeting, the Board was given an update on the status of the NORMAN FORWARD James Garner Avenue extension project by City Engineer Scott Sturtz. The Board was informed of recent bids that had been accepted by the Oklahoma Department Transportation (ODOT) for the construction of Phase 2 of the project (extending from the north end of the Central Library site northward along Legacy Trail to a roundabout terminating north of Robinson at Flood Street). The bids were found to be proper and the low-bidder, Redlands Construction Company has successfully completed similar projects in Norman to the James Garner Avenue Extension. The CFOB is encouraged by the progress of the project, but was discouraged to learn that the bids exceeded the engineer's estimate and will require approximately \$2.3 million in additional funding to what remains available in the NORMAN FORWARD allocation to the project.

The original NORMAN FORWARD allocation for the James Garner Avenue project, approved by the voters of Norman, was \$6,000,000. The Council/NMA previously re-allocated approximately \$1,500,000 in funds that were originally programmed for the James Garner project to the Young Family Athletic Center project (based on the preliminary engineer's construction cost estimate for the James Garner project, it was believed these funds would be available to be re-allocated) and the CFOB reviewed and approved this Council action. Based on the results of the recent ODOT bidding process, it is apparent to the Board that the full original allocation of funding will be needed to complete the James Garner Avenue project.

The CFOB is also updated on the funding status of other NORMAN FORWARD projects at each Board meeting. The Central Library project has been substantially completed for over two years, with a final cost being below its original NORMAN FORWARD allocation by approximately \$3.9 million. The Board reiterates its recommendation that any project cost savings from completed NORMAN FORWARD projects be returned to the NORMAN FORWARD Fund balance for the

completion of remaining voter-approved projects (the concern with the shortfall in sales tax collections from the original projections will need to be recovered through project cost savings in order to complete all of the projects). Due to the high priority of the James Garner Avenue project in the original NORMAN FORWARD program, however, the Board voted unanimously as follows:

1. That the Council/NMA re-program, re-allocate or appropriate funding originally programmed for the completed NORMAN FORWARD Central Library project of \$1,500,000 to the NORMAN FORWARD James Garner Avenue Extension Project.
2. That any funding that remains allocated to the Central Library project in the NORMAN FORWARD Fund after this re-allocation be returned to the NORMAN FORWARD Fund balance.
3. That the Council make available from the City's General Fund balance, Capital Improvement Projects Fund, or other City funds adequate revenue (estimated to be approximately \$800,000) to fully fund the difference in the construction cost of the James Garner Avenue Extension project at the level of the bids received by ODOT in October, 2022 on the timeline established by the ODOT project guidelines.

We appreciate the progress that is being made to bring this high priority project for the voters, residents and multi-modal travelers of Norman to reality. As we approach the mid-point of the Norman Forward Sales Tax lifetime (July 1, 2023 is the halfway point of the taxing period), it is gratifying to know that all of the major "brick and mortar" projects, including James Garner Avenue, will be under construction, nearing completion, or completed by that time. We look forward to reviewing further Council actions and working with City staff to complete the project, in cooperation with the ODOT. We are glad to respond to any questions you may have regarding our discussion and this action.

Sincerely,

Andy Rieger, Chair
Norman Forward Citizens Financial Oversight Board

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

**NORMAN FORWARD
FINAL PROJECT COST COMPARISON**

PROJECT	Original Budget	Revised Budget	Actual Cost	Variance: Original Budget	Variance: Revised Budget
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277	\$ (801,277)	\$ 1.16
Garner/Acres Intersection	\$ 2,700,000	\$ 1,451,393	\$ 1,451,393	\$ 1,248,607	\$ (0.47)
Central Branch Library	\$ 39,000,000	\$ 35,014,495	\$ 35,010,261	\$ 3,989,739	\$ 4,233.62
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304	\$ 305,696	\$ 305,695.62
Westwood Swim Complex	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800	\$ 236,200	\$ 236,200.35
Andrews Park	\$ 1,500,000	\$ 1,499,099	\$ 1,463,667	\$ 36,333	\$ 35,431.66
Griffin Park Regrading (Test)	\$ 217,416	\$ 217,416	\$ 217,416	\$ -	\$ -
Ruby Grant Park	\$ 6,150,000	\$ 6,150,000	\$ 6,146,426	\$ 3,574	\$ 3,573.81
Professional Services (ADG)	\$ 1,747,655	\$ 3,311,727	\$ 3,379,526	\$ (1,631,871)	\$ (67,799)
Community Sports Park*	\$ 2,500,000	\$ 2,500,000	\$ 2,183,641	\$ 316,359	\$ 316,359
Reaves Park Complex*	\$ 10,000,000	\$ 10,000,000	\$ 9,159,799	\$ 840,201	\$ 840,201

***NEAR FINAL**

Professional Services/Consultant (51110111-44002/44003)

	Budget	Revised Budget	
Total Current Budget	1,747,655.00	3,311,727.00	
Total			<u>(3,379,525.62)</u>
Balance			<u>(67,798.62)</u>
NFB001 Griffin Park Soccer Complex			
	Budget	Revised Budget	
Total Current Budget	11,000,000.00	10,782,584.00	
Total			<u>(7,452,749.44)</u>
Balance			<u>3,329,834.56</u>
NFP102 Griffin Park Regrading (Paygo)			
	Budget	Revised Budget	
Total Current Budget	217,416.00	217,416.00	
Total			<u>(217,416.00)</u>
Balance			<u>0.00</u>
NFB002 Indoor Aquatics Facility			
	Budget	Revised Budget	
Total Current Budget	14,000,000.00	15,038,191.00	
Total			<u>(14,724,661.23)</u>
Balance			<u>313,529.77</u>
NFB003 Indoor Sports Facility			
	Budget	Revised Budget	
Total Current Budget	8,500,000.00	12,238,190.00	
Total			<u>(7,325,482.75)</u>
Balance			<u>4,912,707.25</u>

NFP110 Young Family Athletic Center Pay-Go

	Budget	Revised Budget
Total Current Budget	1,200,000.00	2,700,000.00
Total		<u>(7,874,340.33)</u>
Balance		<u><u>(5,174,340.33)</u></u>

NFB005 Community Sports Park Development

	Budget	Revised Budget
Total Current Budget	2,500,000.00	2,500,000.00
Total		<u>(2,183,640.76)</u>
Balance		<u><u>316,359.24</u></u>

NFB006 Reaves Park Baseball Complex

	Budget	Revised Budget
Total Current Budget	10,000,000.00	10,000,000.00
Total		<u>(9,159,799.47)</u>
Balance		<u><u>840,200.53</u></u>

NFB007 Westwood Tennis Center Addition

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

NFB008 James Garner/Acres Intersection

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

NFP109 James Garner: Flood-Acres

	Budget	Revised Budget
Total Current Budget	6,000,000.00	3,199,889.00
Total		<u>(2,532,244.61)</u>
Balance		<u>667,644.39</u>

NFB016 Library - New Central Branch

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

NFB017 Library - New East Branch

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

NFB018 Westwood Swim Complex Replacement

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

NFB019 Andrews Park Development

	Budget	Revised Budget
Total Current Budget	1,500,000.00	1,499,099.00
Total		<u>(1,463,667.34)</u>
Balance		<u>35,431.66</u>

NFB020 Traffic & Road Improvements

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

NFP120 Traffic & Road Improvements

	Budget	Revised Budget
Total Current Budget	500,000.00	500,000.00
Total		<u>-</u>
Balance		<u>500,000.00</u>

NFP100 Public Arts Projects (Paygo)

	Budget	Revised Budget
Total Current Budget	1,200,000.00	1,200,000.00
Total		<u>(535,389.47)</u>
Balance		<u>664,610.53</u>

NFP101 Neighborhood Park Improvement (Paygo)

	Budget	Revised Budget
Total Current Budget	6,500,000.00	6,500,000.00
Total		<u>(1,979,714.60)</u>
Balance		<u>4,520,285.40</u>

NFP103 Griffin Park Land Lease/Purchase (Paygo)

	Budget	Revised Budget
Total Current Budget	10,000,000.00	2,400,000.00
Total		<u>(306,666.75)</u>
Balance		<u>2,093,333.25</u>

NFP104 New Neighborhood Park Dev (Paygo)

	Budget	Revised Budget
Total Current Budget	2,000,000.00	2,000,000.00
Total		<u>(483,133.65)</u>
Balance		<u>1,516,866.35</u>

NFP105 Ruby Grant Park Developmt (Paygo)

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

NFP106 Saxon Park Development (Paygo)

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

NFP107 New Trail Dev-Legacy System (Paygo)

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

NFP108 Senior Citizens Center (Paygo)

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

NFP111 Senior Citizens Center (Paygo)

	Budget	Revised Budget
Total Current Budget	-	11,318,924.00
Total		<u>(5,986,226.55)</u>
Balance		<u><u>5,332,697.45</u></u>

CITY OF NORMAN
NORMAN FORWARD SALES TAX REVENUE, VERSUS PROJECTION

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 765,813	\$ 728,243	-4.91%	\$ 728,243	\$ 760,927	-4.30%
April, 2016	\$ 737,709	\$ 776,747	5.29%	\$ 776,747	\$ 733,003	5.97%
May, 2016	\$ 796,539	\$ 802,418	0.74%	\$ 802,418	\$ 791,458	1.38%
June, 2016	\$ 820,638	\$ 729,175	-11.15%	\$ 729,175	\$ 815,402	-10.57%
July, 2016	\$ 771,629	\$ 758,153	-1.75%	\$ 758,153	\$ 760,692	-0.33%
August, 2016	\$ 811,311	\$ 753,218	-7.16%	\$ 753,218	\$ 799,813	-5.83%
September, 2016	\$ 786,920	\$ 771,583	-1.95%	\$ 771,583	\$ 775,767	-0.54%
October, 2016	\$ 858,715	\$ 816,566	-4.91%	\$ 816,566	\$ 846,544	-3.54%
November, 2016	\$ 798,882	\$ 769,521	-3.68%	\$ 769,521	\$ 787,559	-2.29%
December, 2016	\$ 784,003	\$ 745,468	-4.92%	\$ 745,468	\$ 772,891	-3.55%
January, 2017	\$ 827,244	\$ 796,677	-3.70%	\$ 796,677	\$ 815,519	-2.31%
February, 2017	\$ 980,463	\$ 814,235	-16.95%	\$ 814,235	\$ 966,569	-15.76%
March, 2017	\$ 771,866	\$ 683,655	-11.43%	\$ 683,655	\$ 793,266	-13.82%
April, 2017	\$ 743,541	\$ 768,593	3.37%	\$ 768,593	\$ 764,155	0.58%
May, 2017	\$ 802,832	\$ 758,083	-5.57%	\$ 758,083	\$ 825,095	-8.12%
June, 2017	\$ 827,125	\$ 747,817	-9.59%	\$ 747,817	\$ 850,057	-12.03%
July, 2017	\$ 760,592	\$ 769,840	1.22%	\$ 769,840	\$ 792,140	-2.82%
August, 2017	\$ 798,825	\$ 736,344	-7.82%	\$ 736,344	\$ 855,817	-13.96%
September, 2017	\$ 788,843	\$ 755,105	-4.28%	\$ 755,105	\$ 845,123	-10.65%
October, 2017	\$ 845,645	\$ 800,169	-5.38%	\$ 800,169	\$ 905,977	-11.68%
November, 2017	\$ 787,013	\$ 757,642	-3.73%	\$ 757,642	\$ 843,162	-10.14%
December, 2017	\$ 772,904	\$ 705,659	-8.70%	\$ 705,659	\$ 828,046	-14.78%
January, 2018	\$ 816,503	\$ 829,421	1.58%	\$ 829,421	\$ 874,756	-5.18%
February, 2018	\$ 959,243	\$ 803,901	-16.19%	\$ 803,901	\$ 1,027,679	-21.78%
March, 2018	\$ 758,166	\$ 723,206	-4.61%	\$ 723,206	\$ 846,777	-14.59%
April, 2018	\$ 735,117	\$ 733,040	-0.28%	\$ 733,040	\$ 821,035	-10.72%
May, 2018	\$ 790,948	\$ 801,350	1.32%	\$ 801,350	\$ 883,391	-9.29%
June, 2018	\$ 811,552	\$ 777,694	-4.17%	\$ 777,694	\$ 906,403	-14.20%
July, 2018	\$ 732,971	\$ 792,168	8.08%	\$ 792,168	\$ 849,487	-6.75%
August, 2018	\$ 769,817	\$ 778,107	1.08%	\$ 778,107	\$ 892,189	-12.79%
September, 2018	\$ 748,752	\$ 753,875	0.68%	\$ 753,875	\$ 867,775	-13.13%
October, 2018	\$ 814,936	\$ 814,292	-0.08%	\$ 814,292	\$ 944,481	-13.78%
November, 2018	\$ 758,434	\$ 769,806	1.50%	\$ 769,806	\$ 878,997	-12.42%
December, 2018	\$ 744,837	\$ 755,617	1.45%	\$ 755,617	\$ 863,238	-12.47%
January, 2019	\$ 786,853	\$ 862,016	9.55%	\$ 862,016	\$ 911,933	-5.47%
February, 2019	\$ 924,409	\$ 801,472	-13.30%	\$ 801,472	\$ 1,071,356	-25.19%
March, 2019	\$ 730,634	\$ 686,081	-6.10%	\$ 686,081	\$ 882,765	-22.28%
April, 2019	\$ 708,422	\$ 770,033	8.70%	\$ 770,033	\$ 855,929	-10.04%
May, 2019	\$ 762,226	\$ 762,196	0.00%	\$ 762,196	\$ 920,936	-17.24%
June, 2019	\$ 782,081	\$ 809,526	3.51%	\$ 809,526	\$ 944,925	-14.33%
July, 2019	\$ 763,597	\$ 768,847	0.69%	\$ 768,847	\$ 887,108	-13.33%
August, 2019	\$ 800,628	\$ 761,846	-4.84%	\$ 761,846	\$ 930,129	-18.09%
September, 2019	\$ 778,646	\$ 788,095	1.21%	\$ 788,095	\$ 904,591	-12.88%
October, 2019	\$ 847,316	\$ 844,155	-0.37%	\$ 844,155	\$ 984,369	-14.24%
November, 2019	\$ 788,870	\$ 799,842	1.39%	\$ 799,842	\$ 916,469	-12.73%
December, 2019	\$ 774,718	\$ 812,104	4.83%	\$ 812,104	\$ 899,994	-9.77%
January, 2020	\$ 820,021	\$ 851,020	3.78%	\$ 851,020	\$ 952,659	-10.67%

February, 2020	\$	958,070	\$	819,751	-14.44%	\$	819,751	\$	1,113,036	-26.35%
March, 2020	\$	758,559	\$	720,227	-5.05%	\$	720,227	\$	918,709	-21.60%
April, 2020	\$	738,133	\$	747,531	1.27%	\$	747,531	\$	893,970	-16.38%
May, 2020	\$	792,526	\$	702,283	-11.39%	\$	702,283	\$	959,846	-26.83%
June, 2020	\$	813,861	\$	664,592	-18.34%	\$	664,592	\$	985,686	-32.58%
July, 2020	\$	777,799	\$	808,364	3.93%	\$	808,364	\$	925,809	-12.69%
August, 2020	\$	814,405	\$	850,341	4.41%	\$	850,341	\$	969,380	-12.28%
September, 2020	\$	793,231	\$	779,982	-1.67%	\$	779,982	\$	944,177	-17.39%
October, 2020	\$	862,850	\$	817,975	-5.20%	\$	817,975	\$	1,027,044	-20.36%
November, 2020	\$	803,681	\$	779,947	-2.95%	\$	779,947	\$	956,616	-18.47%
December, 2020	\$	789,933	\$	795,174	0.66%	\$	795,174	\$	940,251	-15.43%
January, 2021	\$	835,910	\$	865,704	3.56%	\$	865,704	\$	994,978	-12.99%
February, 2021	\$	972,244	\$	842,592	-13.34%	\$	842,592	\$	1,157,255	-27.19%
March, 2021	\$	771,573	\$	801,811	3.92%	\$	801,811	\$	957,430	-16.25%
April, 2021	\$	751,969	\$	733,759	-2.42%	\$	733,759	\$	933,104	-21.36%
May, 2021	\$	804,859	\$	929,299	15.46%	\$	929,299	\$	998,734	-6.95%
June, 2021	\$	825,105	\$	946,083	14.66%	\$	946,083	\$	1,023,857	-7.60%
July, 2021	\$	784,866	\$	976,078	24.36%	\$	976,078	\$	965,155	1.13%
August, 2021	\$	821,805	\$	986,400	20.03%	\$	986,400	\$	1,010,579	-2.39%
September, 2021	\$	800,438	\$	1,022,755	27.77%	\$	1,022,755	\$	984,304	3.91%
October, 2021	\$	870,690	\$	1,064,323	22.24%	\$	1,064,323	\$	1,070,693	-0.59%
November, 2021	\$	810,984	\$	965,607	19.07%	\$	965,607	\$	997,273	-3.18%
December, 2021	\$	790,508	\$	992,536	25.56%	\$	992,536	\$	972,093	2.10%
January, 2022	\$	860,624	\$	1,048,226	21.80%	\$	1,048,226	\$	1,058,316	-0.95%
February, 2022	\$	837,647	\$	1,029,877	22.95%	\$	1,029,877	\$	1,117,876	-7.87%
March, 2022	\$	797,106	\$	839,152	5.27%	\$	839,152	\$	1,021,865	-17.88%
April, 2022	\$	758,802	\$	931,510	22.76%	\$	931,510	\$	972,761	-4.24%
May, 2022	\$	812,172	\$	1,027,267	26.48%	\$	1,027,267	\$	1,041,180	-1.34%
June, 2022	\$	832,602	\$	1,061,513	27.49%	\$	1,061,513	\$	1,067,371	-0.55%
July, 2022	\$	985,918	\$	963,920	-2.23%	\$	963,920	\$	1,006,175	-4.20%
August, 2022	\$	1,032,318	\$	980,427	-5.03%	\$	980,427	\$	1,053,528	-6.94%
September, 2022	\$	1,005,479	\$	1,038,038	3.24%	\$	1,038,038	\$	1,026,137	1.16%
October, 2022	\$	1,093,726	\$	1,057,045	-3.35%	\$	1,057,045	\$	1,116,197	-5.30%
November, 2022	\$	1,018,726	\$	1,051,427	3.21%	\$	1,051,427	\$	1,039,657	1.13%
December, 2022	\$	1,001,298	\$	987,149	-1.41%	\$	987,149	\$	1,021,871	-3.40%
January, 2023	\$	1,059,578	\$	1,047,231	-1.17%	\$	1,047,231	\$	1,081,348	-3.16%
February, 2023	\$	1,232,391	\$	1,030,515	-16.38%	\$	1,030,515	\$	1,257,712	-18.06%
March, 2023	\$	978,026	\$	886,958	-9.31%	\$	886,958	\$	1,040,541	-14.76%
TOTAL	\$	70,399,160	\$	70,987,987	0.84%	\$	70,987,987	\$	79,270,868	-10.45%

CITY OF NORMAN
NORMAN FORWARD USE TAX REVENUE, VERSUS PROJECTION

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 30,808	\$ 40,786	32.39%	\$ 40,786	\$ 30,808	32.39%
April, 2016	\$ 29,678	\$ 34,397	15.90%	\$ 34,397	\$ 29,678	15.90%
May, 2016	\$ 32,045	\$ 42,640	33.06%	\$ 42,640	\$ 32,045	33.06%
June, 2016	\$ 33,014	\$ 39,837	20.67%	\$ 39,837	\$ 33,014	20.67%
July, 2016	\$ 31,991	\$ 38,889	21.56%	\$ 38,889	\$ 30,799	26.27%
August, 2016	\$ 36,458	\$ 42,717	17.17%	\$ 42,717	\$ 32,383	31.91%
September, 2016	\$ 33,558	\$ 30,445	-9.28%	\$ 30,445	\$ 31,409	-3.07%
October, 2016	\$ 40,673	\$ 33,293	-18.14%	\$ 33,293	\$ 34,275	-2.86%
November, 2016	\$ 40,492	\$ 39,065	-3.52%	\$ 39,065	\$ 31,887	22.51%
December, 2016	\$ 37,649	\$ 31,888	-15.30%	\$ 31,888	\$ 31,293	1.90%
January, 2017	\$ 32,836	\$ 43,537	32.59%	\$ 43,537	\$ 33,019	31.85%
February, 2017	\$ 40,252	\$ 41,610	3.37%	\$ 41,610	\$ 39,134	6.33%
March, 2017	\$ 38,396	\$ 33,061	-13.89%	\$ 33,061	\$ 32,118	2.94%
April, 2017	\$ 32,550	\$ 32,136	-1.27%	\$ 32,136	\$ 30,939	3.87%
May, 2017	\$ 39,794	\$ 45,568	14.51%	\$ 45,568	\$ 33,406	36.41%
June, 2017	\$ 39,921	\$ 41,863	4.87%	\$ 41,863	\$ 34,417	21.64%
July, 2017	\$ 35,217	\$ 44,497	26.35%	\$ 44,497	\$ 32,072	38.74%
August, 2017	\$ 43,965	\$ 47,476	7.99%	\$ 47,476	\$ 34,650	37.02%
September, 2017	\$ 36,942	\$ 46,945	27.08%	\$ 46,945	\$ 34,217	37.20%
October, 2017	\$ 44,773	\$ 55,550	24.07%	\$ 55,550	\$ 36,681	51.44%
November, 2017	\$ 44,574	\$ 49,820	11.77%	\$ 49,820	\$ 34,138	45.94%
December, 2017	\$ 41,445	\$ 45,477	9.73%	\$ 45,477	\$ 33,526	35.65%
January, 2018	\$ 36,146	\$ 66,771	84.72%	\$ 66,771	\$ 35,417	88.53%
February, 2018	\$ 44,310	\$ 48,593	9.67%	\$ 48,593	\$ 41,609	16.79%
March, 2018	\$ 42,267	\$ 54,993	30.11%	\$ 54,993	\$ 37,254	47.62%
April, 2018	\$ 35,833	\$ 50,955	42.20%	\$ 50,955	\$ 31,582	61.34%
May, 2018	\$ 43,806	\$ 60,102	37.20%	\$ 60,102	\$ 38,610	55.66%
June, 2018	\$ 43,946	\$ 47,518	8.13%	\$ 47,518	\$ 38,734	22.68%
July, 2018	\$ 44,900	\$ 46,670	3.94%	\$ 46,670	\$ 31,047	50.32%
August, 2018	\$ 55,771	\$ 58,648	5.16%	\$ 58,648	\$ 38,564	52.08%
September, 2018	\$ 47,108	\$ 68,843	46.14%	\$ 68,843	\$ 32,574	111.34%
October, 2018	\$ 57,049	\$ 76,256	33.67%	\$ 76,256	\$ 39,448	93.31%
November, 2018	\$ 56,603	\$ 65,295	15.36%	\$ 65,295	\$ 39,140	66.83%
December, 2018	\$ 52,600	\$ 71,304	35.56%	\$ 71,304	\$ 36,372	96.04%
January, 2019	\$ 46,825	\$ 81,467	73.98%	\$ 81,467	\$ 32,379	151.61%
February, 2019	\$ 56,235	\$ 92,097	63.77%	\$ 92,097	\$ 38,885	136.84%
March, 2019	\$ 53,945	\$ 72,451	34.31%	\$ 72,451	\$ 38,887	86.31%
April, 2019	\$ 45,884	\$ 62,630	36.50%	\$ 62,630	\$ 33,076	89.35%
May, 2019	\$ 56,016	\$ 77,315	38.02%	\$ 77,315	\$ 40,380	91.47%
June, 2019	\$ 55,749	\$ 68,615	23.08%	\$ 68,615	\$ 40,188	70.74%
July, 2019	\$ 45,912	\$ 77,599	69.02%	\$ 77,599	\$ 32,126	141.55%
August, 2019	\$ 57,045	\$ 72,567	27.21%	\$ 72,567	\$ 39,916	81.80%
September, 2019	\$ 48,670	\$ 80,983	66.39%	\$ 80,983	\$ 34,063	137.75%
October, 2019	\$ 58,757	\$ 86,518	47.25%	\$ 86,518	\$ 41,123	110.39%
November, 2019	\$ 58,032	\$ 79,115	36.33%	\$ 79,115	\$ 40,615	94.79%
December, 2019	\$ 54,201	\$ 83,721	54.46%	\$ 83,721	\$ 37,933	120.70%

January, 2020	\$	48,711	\$	88,427	81.53%	\$	88,427	\$	34,092	159.38%
February, 2020	\$	58,353	\$	124,509	113.37%	\$	124,509	\$	40,840	204.87%
March, 2020	\$	55,569	\$	73,615	32.47%	\$	73,615	\$	40,544	81.57%
April, 2020	\$	47,292	\$	78,218	65.40%	\$	78,218	\$	34,505	126.69%
May, 2020	\$	57,758	\$	96,559	67.18%	\$	96,559	\$	42,141	129.13%
June, 2020	\$	57,267	\$	105,049	83.44%	\$	105,049	\$	41,783	151.42%
July, 2020	\$	76,418	\$	108,470	41.94%	\$	108,470	\$	33,540	223.40%
August, 2020	\$	80,414	\$	111,849	39.09%	\$	111,849	\$	41,326	170.65%
September, 2020	\$	80,982	\$	111,950	38.24%	\$	111,950	\$	35,544	214.97%
October, 2020	\$	97,394	\$	123,541	26.85%	\$	123,541	\$	42,747	189.01%
November, 2020	\$	95,981	\$	111,548	16.22%	\$	111,548	\$	42,127	164.79%
December, 2020	\$	89,971	\$	133,159	48.00%	\$	133,159	\$	39,489	237.21%
January, 2021	\$	81,296	\$	142,435	75.21%	\$	142,435	\$	35,681	299.19%
February, 2021	\$	98,004	\$	176,811	80.41%	\$	176,811	\$	43,015	311.05%
March, 2021	\$	91,837	\$	108,777	18.45%	\$	108,777	\$	42,021	158.86%
April, 2021	\$	78,673	\$	98,208	24.83%	\$	98,208	\$	35,998	172.82%
May, 2021	\$	96,119	\$	149,868	55.92%	\$	149,868	\$	43,980	240.76%
June, 2021	\$	95,612	\$	119,455	24.94%	\$	119,455	\$	43,748	173.05%
July, 2021	\$	110,203	\$	119,611	8.54%	\$	119,611	\$	34,966	242.08%
August, 2021	\$	135,784	\$	146,398	7.82%	\$	146,398	\$	43,082	239.81%
September, 2021	\$	116,785	\$	114,138	-2.27%	\$	114,138	\$	37,054	208.03%
October, 2021	\$	140,069	\$	145,812	4.10%	\$	145,812	\$	44,442	228.09%
November, 2021	\$	137,707	\$	153,849	11.72%	\$	153,849	\$	43,693	252.12%
December, 2021	\$	130,010	\$	138,224	6.32%	\$	138,224	\$	41,251	235.08%
January, 2022	\$	137,707	\$	182,045	32.20%	\$	182,045	\$	43,693	316.65%
February, 2022	\$	142,649	\$	184,069	29.04%	\$	184,069	\$	47,184	290.11%
March, 2022	\$	131,827	\$	131,545	-0.21%	\$	131,545	\$	43,605	201.68%
April, 2022	\$	113,094	\$	129,422	14.44%	\$	129,422	\$	37,408	245.97%
May, 2022	\$	139,141	\$	151,405	8.81%	\$	151,405	\$	46,024	228.97%
June, 2022	\$	137,393	\$	152,881	11.27%	\$	152,881	\$	45,445	236.40%
July, 2022	\$	128,988	\$	145,606	12.88%	\$	145,606	\$	36,435	299.63%
August, 2022	\$	158,097	\$	144,189	-8.80%	\$	144,189	\$	44,657	222.88%
September, 2022	\$	136,184	\$	153,101	12.42%	\$	153,101	\$	38,467	298.00%
October, 2022	\$	163,644	\$	173,940	6.29%	\$	173,940	\$	46,224	276.30%
November, 2022	\$	161,215	\$	149,464	-7.29%	\$	149,464	\$	45,538	228.22%
December, 2022	\$	151,983	\$	155,275	2.17%	\$	155,275	\$	42,930	261.69%
January, 2023	\$	139,943	\$	177,437	26.79%	\$	177,437	\$	39,529	348.88%
February, 2023	\$	167,778	\$	203,330	21.19%	\$	203,330	\$	47,392	329.04%
March, 2023	\$	153,836	\$	136,599	-11.20%	\$	136,599	\$	45,300	201.54%
TOTAL	\$	6,336,330	\$	7,803,314	23.15%	\$	7,803,314	\$	3,223,268	142.09%

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

BY FISCAL YEAR				COMPARED TO 7/2015 PROJECTION		
MONTH	PROJECTED	ACTUAL	% VARIANCE	ACTUAL	PRELIMINARY	% VARIANCE
					PROJECTION*	
March, 2016	\$ 796,621	\$ 769,029	-3.46%	\$ 769,029	\$ 791,736	-2.87%
April, 2016	\$ 767,387	\$ 811,144	5.70%	\$ 811,144	\$ 762,681	6.35%
May, 2016	\$ 828,584	\$ 845,058	1.99%	\$ 845,058	\$ 823,502	2.62%
June, 2016	\$ 853,652	\$ 769,012	-9.92%	\$ 769,012	\$ 848,417	-9.36%
July, 2016	\$ 803,620	\$ 797,042	-0.82%	\$ 797,042	\$ 791,491	0.70%
August, 2016	\$ 847,769	\$ 795,935	-6.11%	\$ 795,935	\$ 832,196	-4.36%
September, 2016	\$ 820,478	\$ 802,028	-2.25%	\$ 802,028	\$ 807,176	-0.64%
October, 2016	\$ 899,388	\$ 849,859	-5.51%	\$ 849,859	\$ 880,818	-3.51%
November, 2016	\$ 839,374	\$ 808,586	-3.67%	\$ 808,586	\$ 819,446	-1.33%
December, 2016	\$ 821,652	\$ 777,356	-5.39%	\$ 777,356	\$ 804,184	-3.34%
January, 2017	\$ 860,080	\$ 840,214	-2.31%	\$ 840,214	\$ 848,538	-0.98%
February, 2017	\$ 1,020,715	\$ 855,845	-16.15%	\$ 855,845	\$ 1,005,704	-14.90%
March, 2017	\$ 810,262	\$ 716,716	-11.55%	\$ 716,716	\$ 825,384	-13.17%
April, 2017	\$ 776,091	\$ 800,729	3.17%	\$ 800,729	\$ 795,095	0.71%
May, 2017	\$ 842,626	\$ 803,651	-4.63%	\$ 803,651	\$ 858,501	-6.39%
June, 2017	\$ 867,045	\$ 789,680	-8.92%	\$ 789,680	\$ 884,474	-10.72%
July, 2017	\$ 795,809	\$ 814,337	2.33%	\$ 814,337	\$ 824,212	-1.20%
August, 2017	\$ 842,790	\$ 783,821	-7.00%	\$ 783,821	\$ 890,467	-11.98%
September, 2017	\$ 825,785	\$ 802,051	-2.87%	\$ 802,051	\$ 879,340	-8.79%
October, 2017	\$ 890,418	\$ 855,719	-3.90%	\$ 855,719	\$ 942,658	-9.22%
November, 2017	\$ 831,588	\$ 807,462	-2.90%	\$ 807,462	\$ 877,300	-7.96%
December, 2017	\$ 814,349	\$ 751,136	-7.76%	\$ 751,136	\$ 861,572	-12.82%
January, 2018	\$ 852,650	\$ 896,192	5.11%	\$ 896,192	\$ 910,173	-1.54%
February, 2018	\$ 1,003,553	\$ 852,494	-15.05%	\$ 852,494	\$ 1,069,288	-20.27%
March, 2018	\$ 800,433	\$ 778,199	-2.78%	\$ 778,199	\$ 884,031	-11.97%
April, 2018	\$ 770,950	\$ 783,995	1.69%	\$ 783,995	\$ 852,618	-8.05%
May, 2018	\$ 834,754	\$ 861,452	3.20%	\$ 861,452	\$ 922,001	-6.57%
June, 2018	\$ 855,498	\$ 825,212	-3.54%	\$ 825,212	\$ 945,137	-12.69%
July, 2018	\$ 777,871	\$ 838,838	7.84%	\$ 838,838	\$ 880,534	-4.74%
August, 2018	\$ 825,587	\$ 836,755	1.35%	\$ 836,755	\$ 930,753	-10.10%
September, 2018	\$ 795,860	\$ 822,718	3.37%	\$ 822,718	\$ 900,350	-8.62%
October, 2018	\$ 871,985	\$ 890,548	2.13%	\$ 890,548	\$ 983,929	-9.49%
November, 2018	\$ 815,036	\$ 835,101	2.46%	\$ 835,101	\$ 918,136	-9.04%
December, 2018	\$ 797,437	\$ 826,921	3.70%	\$ 826,921	\$ 899,610	-8.08%
January, 2019	\$ 833,678	\$ 943,483	13.17%	\$ 943,483	\$ 944,312	-0.09%
February, 2019	\$ 980,644	\$ 893,570	-8.88%	\$ 893,570	\$ 1,110,241	-19.52%
March, 2019	\$ 784,579	\$ 758,532	-3.32%	\$ 758,532	\$ 921,652	-17.70%
April, 2019	\$ 754,306	\$ 832,663	10.39%	\$ 832,663	\$ 889,005	-6.34%
May, 2019	\$ 818,242	\$ 839,510	2.60%	\$ 839,510	\$ 961,316	-12.67%
June, 2019	\$ 837,830	\$ 878,142	4.81%	\$ 878,142	\$ 985,113	-10.86%
July, 2019	\$ 809,510	\$ 846,446	4.56%	\$ 846,446	\$ 919,234	-7.92%
August, 2019	\$ 857,673	\$ 834,413	-2.71%	\$ 834,413	\$ 970,045	-13.98%
September, 2019	\$ 827,316	\$ 869,078	5.05%	\$ 869,078	\$ 938,654	-7.41%
October, 2019	\$ 906,074	\$ 930,673	2.71%	\$ 930,673	\$ 1,025,491	-9.25%
November, 2019	\$ 846,902	\$ 878,957	3.78%	\$ 878,957	\$ 957,084	-8.16%
December, 2019	\$ 828,918	\$ 895,825	8.07%	\$ 895,825	\$ 937,927	-4.49%
January, 2020	\$ 868,733	\$ 939,447	8.14%	\$ 939,447	\$ 986,751	-4.79%
February, 2020	\$ 1,016,423	\$ 944,260	-7.10%	\$ 944,260	\$ 1,153,876	-18.17%

March, 2020	\$	814,129	\$	793,842	-2.49%	\$	793,842	\$	959,253	-17.24%
April, 2020	\$	785,425	\$	825,749	5.13%	\$	825,749	\$	928,475	-11.06%
May, 2020	\$	850,284	\$	798,842	-6.05%	\$	798,842	\$	1,001,987	-20.27%
June, 2020	\$	871,128	\$	769,641	-11.65%	\$	769,641	\$	1,027,469	-25.09%
July, 2020	\$	854,217	\$	916,834	7.33%	\$	916,834	\$	959,349	-4.43%
August, 2020	\$	894,819	\$	962,190	7.53%	\$	962,190	\$	1,010,706	-4.80%
September, 2020	\$	874,213	\$	891,932	2.03%	\$	891,932	\$	979,720	-8.96%
October, 2020	\$	960,243	\$	941,516	-1.95%	\$	941,516	\$	1,069,791	-11.99%
November, 2020	\$	899,663	\$	891,495	-0.91%	\$	891,495	\$	998,743	-10.74%
December, 2020	\$	879,903	\$	928,333	5.50%	\$	928,333	\$	979,740	-5.25%
January, 2021	\$	917,206	\$	1,008,139	9.91%	\$	1,008,139	\$	1,030,659	-2.19%
February, 2021	\$	1,070,248	\$	1,019,403	-4.75%	\$	1,019,403	\$	1,200,270	-15.07%
March, 2021	\$	863,410	\$	910,587	5.46%	\$	910,587	\$	999,451	-8.89%
April, 2021	\$	830,642	\$	831,967	0.16%	\$	831,967	\$	969,102	-14.15%
May, 2021	\$	900,977	\$	1,079,167	19.78%	\$	1,079,167	\$	1,042,714	3.50%
June, 2021	\$	920,717	\$	1,065,538	15.73%	\$	1,065,538	\$	1,067,605	-0.19%
July, 2021	\$	895,069	\$	1,095,689	22.41%	\$	1,095,689	\$	1,000,121	9.56%
August, 2021	\$	957,588	\$	1,132,798	18.30%	\$	1,132,798	\$	1,053,661	7.51%
September, 2021	\$	917,223	\$	1,136,893	23.95%	\$	1,136,893	\$	1,021,359	11.31%
October, 2021	\$	1,010,759	\$	1,210,135	19.73%	\$	1,210,135	\$	1,115,135	8.52%
November, 2021	\$	948,691	\$	1,119,456	18.00%	\$	1,119,456	\$	1,040,965	7.54%
December, 2021	\$	920,518	\$	1,130,760	22.84%	\$	1,130,760	\$	1,013,343	11.59%
January, 2022	\$	998,331	\$	1,230,271	23.23%	\$	1,230,271	\$	1,102,008	11.64%
February, 2022	\$	980,297	\$	1,213,946	23.83%	\$	1,213,946	\$	1,165,061	4.20%
March, 2022	\$	928,933	\$	970,697	4.50%	\$	970,697	\$	1,065,470	-8.89%
April, 2022	\$	871,896	\$	1,060,932	21.68%	\$	1,060,932	\$	1,010,169	5.03%
May, 2022	\$	951,313	\$	1,178,672	23.90%	\$	1,178,672	\$	1,087,204	8.41%
June, 2022	\$	969,995	\$	1,214,394	25.20%	\$	1,214,394	\$	1,112,816	9.13%
July, 2022	\$	1,114,906	\$	1,109,525	-0.48%	\$	1,109,525	\$	1,042,609	6.42%
August, 2022	\$	1,190,415	\$	1,124,616	-5.53%	\$	1,124,616	\$	1,098,185	2.41%
September, 2022	\$	1,141,663	\$	1,191,139	4.33%	\$	1,191,139	\$	1,064,605	11.89%
October, 2022	\$	1,257,369	\$	1,230,985	-2.10%	\$	1,230,985	\$	1,162,421	5.90%
November, 2022	\$	1,179,941	\$	1,200,891	1.78%	\$	1,200,891	\$	1,085,194	10.66%
December, 2022	\$	1,153,281	\$	1,142,424	-0.94%	\$	1,142,424	\$	1,064,801	7.29%
January, 2023	\$	1,199,521	\$	1,224,668	2.10%	\$	1,224,668	\$	1,120,877	9.26%
February, 2023	\$	1,400,169	\$	1,233,845	-11.88%	\$	1,233,845	\$	1,305,103	-5.46%
March, 2023	\$	1,131,862	\$	1,023,557	-9.57%	\$	1,023,557	\$	1,085,841	-5.74%
TOTAL	\$	76,735,490	\$	78,791,301	2.68%	\$	78,791,301	\$	82,494,136	-4.49%

NORMAN FORWARD SALES TAX FUND

Use Tax Growth Factor (FYE 2021 - FYE 2-31)
Sales Tax Growth Factor (FYE 2020-FYE 2031)

5.0000%
2.0000%

				D	E	F	G	H	I	I	K	L	M	N	O	P	Q	R	S	
Use Tax Growth Factor (FYE 2021 - FYE 2-31)				5.0000%																
Sales Tax Growth Factor (FYE 2020-FYE 2031)				2.0000%																
				FYE 16 ACTUAL	FYE 17 ACTUAL	FYE 18 ACTUAL	FYE 19 ACTUAL	FYE 20 ACTUAL	FYE 21 ACTUAL	FYE 22 ACTUAL	FYE 23 PROJECTED	FYE 24 PROJECTED	FYE 25 PROJECTED	FYE 26 PROJECTED	FYE 27 PROJECTED	FYE 28 PROJECTED	FYE 29 PROJECTED	FYE 30 PROJECTED	FYE 31 PROJECTED	TOTAL
1 Beginning Fund Balance				\$0	\$42,568,850	\$68,812,899	\$54,059,452	\$44,634,680	\$38,479,004	\$65,775,649	\$62,695,703	\$33,581,748	\$14,067,314	\$13,847,196	\$16,477,639	\$19,439,060	\$20,796,259	\$23,987,904	\$24,982,557	
2																				
3 Revenues																				
4 Sales Tax				\$3,036,583	\$9,101,963	\$9,101,396	\$9,249,871	\$9,280,292	\$9,951,030	\$11,945,244	\$11,945,500	\$12,184,410	\$12,428,098	\$12,676,660	\$12,930,193	\$13,188,797	\$13,452,573	\$13,721,625	\$9,488,972	\$173,683,208
5 Use Tax				157,660	\$335,679	\$710,671	\$946,909	\$1,046,880	\$1,496,071	\$1,749,400	\$1,920,980	\$2,017,029	\$2,117,880	\$2,223,774	\$2,334,963	\$2,451,711	\$2,574,297	\$2,703,012	\$2,838,162	\$27,825,080
6 Interest/Investment Income				3,790	114,127	595,431	883,333	\$70,925	177,820	151,866	1,000,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	
IF Trans - Parkland, Room Tax				0	0	0	0	150,000		3,801,683	\$ -									
IF Trans - Water Fd, UNP TIF Fund				0	0	0	0	54,419	4,776,381	380,559	\$ -									
IF Trans - General Fd									4,800,000	0	\$ -									
7 Donations/Other				0	0	8,500	0	52,979	\$ -	2,188,372	\$ 2,900,000	\$ 3,400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	
8																				
9 Subtotal				\$3,198,033	\$9,751,769	\$10,415,998	\$11,080,113	\$11,155,495	\$21,201,302	\$20,217,124	\$17,766,480	\$17,626,439	\$14,970,979	\$15,325,435	\$15,690,157	\$16,065,509	\$16,451,870	\$16,849,636	\$12,752,134	\$230,518,472
10 Bond Proceeds				\$43,160,000	\$0,950,000			0	\$22,250,000	0										\$96,360,000
11 Total Revenue				\$46,358,033	\$40,701,769	\$10,415,998	\$11,080,113	\$11,155,495	\$43,451,302	\$20,217,124	\$17,766,480	\$17,626,439	\$14,970,979	\$15,325,435	\$15,690,157	\$16,065,509	\$16,451,870	\$16,849,636	\$12,752,134	\$326,878,472
12 Expenditures																				
13 Norman Public Library - Central				2,475,149	3,125,305	11,766,247	5,802,504	19,004												\$35,021,027
14 Norman Public Library - Central						0	6,077,613	5,562,600	61,036	31,269										
15 Norman Public Library - East				157,969	647,440	3,555,919	418,261													\$4,790,972
16 Norman Public Library - East							6,895	4,488		3,333										
17 Westwood Pool Complex				268,880	7,708,839	3,980,989	78,574													\$11,763,799.84
18 Westwood Pool Complex							118,367	\$8,141												
19 Park Development - Ruby Grant							360,669	3,347,014												\$ 6,243,471
Park Development - Ruby Grant									2,535,788											
20 Park Development - Saxon									26,255				750,000	773,745	450,000					\$2,010,480
21 Park Renovation - Existing Parks						481,971	225,658	491,041	352,363	193,210		650,000	650,000	650,000	650,000	1,000,000	1,156,000	-		\$6,500,243
22 Park Renovation-New Neighborhood Parks					7,314		16,470	337,044	95,620	34,000					300,000	500,000	350,000	360,000		\$2,000,448
23 Park Renovation - Andrews					0	99,099	1,900	323,382	1,011,482	22,289										1,470,152
Park Renovation - Andrews										12,000										
24 Park Renovation - Tennis Center					248,742	42,608	471,378													\$1,801,277
25 Park Renovation - Tennis Center							1,038,549													
26 Park Development - Trails								14,000	20,000	395,459						1,000,000	2,400,000	1,066,000		\$4,895,459
27 Sports Complex - Reaves					88,720	180,419	111,659	377,300	2,451,666	4,602,616	2,477,904	1,652,752	1,680,000							13,806,749
28 Sports Complex - Reaves							183,714													
29 Sports Complex - Football/Solthall						0	0	12,075			2,487,925									\$2,500,000
30 Sports Complex - Griffin				171,280	105,855	636,406	91,979	1,243,675	707,270	1,373,859	3,607,176									14,000,000
31 Sports Complex - Griffin					46,136		390,262		0					5,626,141	1,500,000					
32 Indoor Multi Sports Facility						0		191,717	1,343,539	1,247,246	7,434,791	1,500,000								\$11,717,293
Indoor Multi Sports Facility										1,604,097	3,391,600	12,312,010								\$17,312,707
33 Griffin Land Acquisition									80,000	100,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	1,520,000	\$2,420,000
34 James Garner Avenue				8,930	73,114	804,111	59,791	22,918	73,674	123,858	3,768,108	576,326							0	6,323,858
35 James Garner Avenue							612,586													
36 Indoor Aquatic Center						0	0	205,466	1,336,039	3,738,680	7,717,791	1,002,024								\$14,000,000
37 Canadian River Park																		1,995,000		\$1,995,000
38 Senior Center							0	127,648	227,723	961,570	4,800,000	1,500,000								\$7,616,941
39 Traffic Improvements				0		0	0	0				500,000	500,000			500,000				\$2,700,000
40 Debt Insurance Costs				457,432	423,835	0	0	0	314,825											\$1,196,072
41 Subtotal				\$3,639,649	\$12,075,501	\$21,547,990	\$16,067,091	\$12,367,513	\$10,657,280	\$14,633,966	\$36,265,295	\$26,154,253	\$3,883,745	\$1,980,000	\$1,230,000	\$2,930,000	\$3,996,000	\$3,141,000	\$1,520,000	\$172,085,949
42 2015 Note (Proceeds Spend Down)				Par Amount \$43,160,000	Issue Date 12/1/2015	Maturity Date 1/1/2029		\$7,459,339	\$11,698,235	\$21,066,019	\$7,006,307									
43 2017 Note (Proceeds Spend Down)				\$30,950,000	5/1/2017	7/1/2030			\$423,815	\$0	\$8,427,987	\$6,911,031	\$7,258,323							
44 2019 Note (Proceeds Spend Down)				\$22,250,000	12/1/2017	10/1/2030				\$0	\$0	\$314,825	\$3,738,680	\$17,194,471	1,002,024					
45 IF Trans - GF							15,000	139,328	187,695	349,828	451,670	473,504	496,429	520,500	545,775	572,314	600,180	629,439	660,161	\$5,641,823
46 IF Trans - Public Art Fund					95,000	151,533	66,237													\$1,200,270
47 Operating Expense - Indoor Aquatic Ctr													175,000	175,000	175,000	175,000	175,000	175,000	175,000	\$1,400,000
48 Project Oversight Services				146,856	444,592	408,421	548,483	645,556	419,213	689,524	300,000									

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2122-97: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS L.L.C., FOR THE CHERRY CREEK PARK PLAYGROUND PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$11,900.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/11/2023

REQUESTER: Bethany Grissom, Park Planner

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-2122-97: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS L.L.C., FOR THE CHERRY CREEK PARK PLAYGROUND PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$11,900.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward Initiative, which funds various projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward Initiative is a project to improve all of the City's neighborhood parks. The funds for this project are "pay-go," meaning that Parks staff can only do a few park projects per year as the funds from the sales tax are collected. Knowing this, Park Development staff worked to identify criteria to determine which parks had the highest level of needs to bring them up to the standards expected in the City's public parks. The overall NORMAN FORWARD Neighborhood Park Improvement plan was presented to the Board of Park Commissioners in March 2017; and then to the City Council in May 2017 for approval of the program to spend the first five years of funding. After completing the renovation projects at the City's four highest-needs parks in the first four years of the program, Cherry Creek Park was identified as the next park for playground and park improvements. The Cherry Creek Park improvements include a significant playground replacement with synthetic grass safety surfacing.

DISCUSSION:

On February 22, 2022, City Council approved Contract Number K-2122-97 for the NORMAN FORWARD Neighborhood Park Improvement Plan to Happy Playgrounds L.L.C., in the amount of \$200,000. The work included the installation of a modular play unit, stand-alone play components, synthetic grass safety surfacing, and a large shade structure. Four partial payments were made during the construction process.

On April 5, 2023, Parks and Recreation Staff inspected the project at Cherry Creek Park and found it complete as per specifications.

RECOMMENDATION:

It is recommended that City Council accept the NORMAN FORWARD Neighborhood Park Improvement Cherry Creek Park Playground Project as complete and approve payment in the amount of \$11,900 to Happy Playgrounds L.L.C. Funding is available in the Norman Forward Neighborhood Park Improvements Project, Construction (account 51798830-46101; project NFP101).

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

Item 3.

TO OWNER:

City of Norman
201 W. Gray St.
Norman, OK 73069

PROJECT:

Cherry Creek Park

APPLICATION NO:

5

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:

Happy Playgrounds, LLC
8601 S. Oxford Ave.
Tulsa, OK 74137

VIA ARCHITECT:

PERIOD TO: 3/31/2023

PROJECT NOS:

CONTRACT FOR: New Playground-Cherry Creek Park

CONTRACT DATE: 02/22/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	200,000.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	200,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	200,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	0.00
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	200,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	188,100.00
8. CURRENT PAYMENT DUE	\$	11,900.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Kyle Collins Date: 4/5/23

State of: Oklahoma County of: Tulsa
Subscribed and sworn to before me this 5th day of April 2023
Notary Public: Brian J. Collins
My Commission expires: 7-9-26

ARCHITECT'S CERTIFICATE FOR PAYMENT

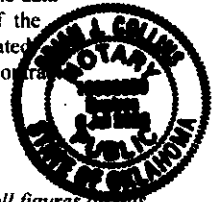
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND IMAGENET CONSULTING IN THE AMOUNT OF \$701,169.23 TO PROVIDE AN AUDIOVISUAL (A/V) SYSTEM FOR THE NORMAN FORWARD YOUNG FAMILY ATHLETIC CENTER PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/11/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND IMAGENET CONSULTING IN THE AMOUNT OF \$701,169.23 TO PROVIDE AN AUDIOVISUAL (A/V) SYSTEM FOR THE NORMAN FORWARD YOUNG FAMILY ATHLETIC CENTER PROJECT.

BACKGROUND:

In October of 2015, Norman citizens passed the Norman Forward Initiative, funding various projects through a ½% sales tax increase over 15 years. Included in the Norman Forward Initiative was a project 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. These projects were combined into one project in 2018, generally located at the southeast corner of 24th Avenue NW and Rock Creek Road in the University North Park commercial development. This new sports and aquatic complex will include eight full-sized basketball or 12 volleyball courts; a 25-yard, 8-lane lap pool; a 25-yard, 4-lane warm-up pool; concession stands; retail space; administrative offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic to be placed between the multi-sports and aquatic complexes. Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the architectural and engineering (A/E) consultant for this project in March 2018. FSB has completed the schematic design phase of the project and is proceeding with design development, construction documents, and assistance with construction administration through the project completion. The building and the project were named the Young Family Athletic Center ("YFAC", by Contract K-2122-27) in July of 2021 after the Trae Young Family Foundation agreed to donate \$4,000,000 to the construction of the building.

On February 9, 2021, the City Council approved a construction contract K-2021-97 with GE Johnson to construct the NORMAN FORWARD YFAC. The total construction cost for the YFAC is \$41,677,428, and substantial completion of the project is expected in the fall, with a ribbon cutting in late 2023.

DISCUSSION:

The proposed contract (K-2223-142) with ImageNet is for the full Audio Visual (A/V) package for the YFAC. The A/V package includes a 19 foot by 5 foot wide (19' x 5') Light Emitting Diode (LED) wall in the natatorium (pool area);, a 48' x 14' wide LED wall in the gymnasium; and sound systems in both the natatorium and the gymnasium with ADA-compliant hearing loops.

The contract also provides for fourteen (14) commercial televisions ranging from 50" to 100", spread throughout the common areas, ticket booths, concessions, and meeting rooms, some with sound bars for audio. This A/V package comes with proprietary software called "WallBoard." WallBoard will allow all video screens, including televisions, to display different advertisements, concession or retail menus, TV channel streaming, and in-house streaming of sporting activities.

The complete A/V package from ImageNet Consulting, including installation, warranty, and maintenance agreement, is \$701,169.23. ImageNet Consulting is a member of the Texas Arkansas Purchasing System (TAPS), Contractor No. 200105. The City of Norman Legal and Finance Departments reviewed the TAPS program, and it uses the same standards as other state contract purchasing systems, including Oklahoma. City of Norman Ordinance Sec 12-204 provides exceptions from competitive bidding requirements for supplies, materials, equipment, or contractual services purchased through state contracts.

Our Project Consultants from ADG-Blatt, along with an independent A/V consultant ADG hired, reviewed this A/V proposal, and both agree the pricing and the equipment and software offered are appropriate and adequate for the YFAC project.

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

RECOMMENDATION:

Staff recommends that the City Council, acting jointly as Trustees of the Norman Municipal Authority, approve Contract K-2223-142 with ImageNet Consulting in the amount of \$701,169.23 to provide Audio Visual Systems for the Young Family Athletic Center.

OUR HISTORY

ImageNet Consulting was founded as Southwest Typewriter Company in 1956.

As times and technology changed, so did our name.

Southwest Typewriter Company began a legacy of providing superior solutions, products, and service. Over the years, we've seen constant innovations in office equipment and communication technology and as the copy machine revolution began in the 1970s, we supplied our clients with the products that met their budgets and provided the best solution. Through the generations we continue to utilize the platforms of leading technology companies to maximize efficiencies and lower costs for our clients.

See more of our story at ImageNet.com/History

PROJECT PROPOSAL FOR:

City of Norman

PROJECT: P-1966 Young Family Athletics Center AV

PREPARED ON*: April 7, 2023

201 W Gray Street

Norman, OK 73069



*Pricing is subject to change at any time, and this proposal's pricing is valid for thirty (30) calendar days from proposal creation.

Should the proposal be signed after this thirty (30) day period, ImageNet Consulting reserves the right to update any pricing based on current market rates.

AQUATICS 16'5" WIDE X 7' HIGH LED WALL

SCOPE

ImageNet Provides






- DVS 5.9mm High Output direct-view LED wall in 16'5" Wide by 7' High Mirroring Digit Scoreboard in layout.
- Shipment, Delivery, Project Management, Project Coordination, Installation, and Commissioning of LED wall.
- Wallboard End User Training, Online Portal Implementation, and initial content templates for LED wall.
- Full video wall drawings and CAD files for appropriate structural attachment design/detail.
- 10-Year Parts and 5-Year On-Site Labor Warranty included with this video wall installation.

City of Norman Provides

- Structural steel for LED wall mounting (total weight is 2800 pounds and should be angle iron across existing vertical structural beams)
- Electrical circuits for LED wall power needs (3-4x 20A, 120V, or 2-3x 20A 240V circuits)
- (2) Scissor lifts to remain on construction site for completion of the work, as well as any floor protection needed.
- Cable path/rack space to the room below the proposed LED wall location for cable path
- Should a net be desired, City of Norman to provide netting material and fastening points to cover the LED wall.

**This LED wall is to be installed once the site is considered in a dust-free state for one full week to complete the work. It is preferred to install before the gymnasium floor, but can be serviced/adjusted toward the end of the construction timeline with a smaller, single man push-around lift once the wall is hung to maintain flooring integrity. If LED wall is installed before dust-free trades come in, i.e. flooring subcontractors, ImageNet will ask the General Contractor to provide plastic covering and painter's tape to seal off the surface of the LED wall before dust ensues on the project site as it continues toward site completion.*

AQUATICS CENTER LED WALL










IMAGE	QTY	DESCRIPTION
	1	DVS ViuSite-5X-HO Custom LED Wall 10 Wide by 2 High (20) 19x39" (500x1000mm) 5.9mm High-Brightness LED Video Panels with 3-in-1 SMD1921 LEDs. Brightness: 3,500≥ NITS, Viewing Angle: 140° H 140° V, Grayscale: 16-bit +/-, NovaStar AT32 Receiving Cards, Refresh Rate: 3,840≥ Hz, and Operating Life to half brightness of 100,000 hours. Listings: cETLus, CE, EMC, FCC, RoHS.
	1	ImageNet Video Wall Installation & Commissioning Shipment, Delivery, Project Management, Project Coordination, Installation, and Commissioning of LED wall.
	1	ImageNet Misc Display Charges Home Run Cabling, Extenders, Splitters, Rigging Hardware, Etc.
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Seneca ELM-Ai2-P Windows 10 Media Player for Advanced Touchscreens, Video Walls

AQUATICS 16'5" WIDE X 7' HIGH LED WALL TOTAL

\$61,878.85

AQUATIC CENTER AUDIO

GYMNASIUM LED WALL

IMAGE	QTY	DESCRIPTION
	1	QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.
	1	QSC SLQSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual.
	1	QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel License, Perpetual.
	1	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.
	1	Middle Atlantic D3 3SP ANODIZED DRAWER
	2	Middle Atlantic D2 2SP ANODIZED DRAWER
	1	Middle Atlantic SS SLIDING SHELF
	1	Netgear GSM4230PX-100NAS AV LINEM4250-26G4XF-POE+24X1G POE+ 480
	1	Furman PL-PRO-DMC-20A POWER CONDITIONER W/ VLT METER

AUDIO





IMAGE	QTY	DESCRIPTION
	2	Middle Atlantic LACE-44-OP 77\"H,3-1/4\"W SLOT LACER
	1	Middle Atlantic VRK-44-31H 44SP/31D VIDEORACK HORIZ
	10	Middle Atlantic EB1 Blank Panel, 1 RU, Steel Flanged
	2	Middle Atlantic EB2 2SP FLANGED ECONO BLANK





























IMAGE	QTY	DESCRIPTION
	1	AMX MSA-RMK-10 Rack Mount Kit for 10" Touch Panels
	12	Harman AWC82 All-Weather Co-ax, 8" 2-way, Light Gray
	5	AtlasIED MS-10CE Mic Stand with Round Base
	5	AtlasIED PB11XEB Adjustable Mini Boom Ebony 2 lb Counterweight
	1	AtlasIED ATL-SMS2B Atlas SMS2B Stackable Desk Mic Stand - Ebony
	1	QSC BT1 Single gang US Bluetooth Wall Plate interface (includes white and black faceplates, Axiom bus compatible).
	1	QSC AXPIO 2 Channel Axiom Bus Analog Input and Output expander (for use with Axiom wall plates).
	4	Radio Design Labs RDL-DS-CIJ3D Radio Design Labs DS-CIJ3D Consumer Input Jacks - Stereo - Stainless Steel
	2	QSC CX-Q 4K8 8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, with Mic/line Inputs, 100-240V.
	10	Listen Technologies LWR-1020-A1 Listen EVERYWHERE WiFi Audio Receiver 1020
	10	Listen Technologies LA-164 Ear Speaker
	10	Listen Technologies LA-438 Advanced Neck Loop (Adult)
	4	Listen Technologies LA-304 Assistive Listening Notification Signage Kit
	1	Apple MYJ32LLA 10.9 in iPad Air 256gb SpcGr
	1	QSC TSC-101-G3 Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
	1	Middle Atlantic MAP-UPS-S1500R Middle Atlantic UPS-S1500R Select Series UPS Backup Power - 2RU 1500VA
	1	Shure ULXD4Q--H50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware

IMAGE	QTY	DESCRIPTION
	1	Shure ULXD1=H50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector
	1	Shure MX150B/C-TQG "Cardioid 5mm Subminiature Lavalier Microphone, TQG for Shure Bodypacks, Black"
	3	Shure ULXD2/SM58=H50 Handheld Transmitter with SM58® Microphone
	8	Shure SB900B RECHARGEABLE BATTERY
	1	Shure SBRC-US Rack Battery Charger. Compatible with Shure rechargeable batteries AXT910, AXT920 and SB900A.
	4	Shure SBC-AX AXIENT® Charging Module for SB900A Batteries
	2	Shure UA8100 100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type
	2	Shure UA834WB In-line antenna amplifier for remote mounting. (470-902 MHz)
	1	ImageNet Misc Display Charges Custom IO Panels, Patch Panels. Cables, Raceway, Extenders, Splitters, Hardware, Etc.
	1	ImageNet Programming End-user Control Interface Creation, Training, and Verification for AV System
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

AQUATIC CENTER AUDIO TOTAL

\$138,106.75

GYMNASIUM 48' WIDE X 14' HIGH LED WALL

SCOPE

ImageNet Provides






- DVS 5.9mm High Output direct-view LED wall in 13.1' tall by 47.6' wide size centered in between Courts 6/7 as rendered.
- Shipment, Delivery, Project Management, Project Coordination, Installation, and Commissioning of LED wall.
- Wallboard End User Training, Online Portal Implementation, and initial content templates for LED wall.
- Full video wall drawings and CAD files for appropriate structural attachment design/detail.
- 10-Year Parts and 5-Year On-Site Labor Warranty included with this video wall installation.

City of Norman Provides

- Structural steel for LED wall mounting (total weight is 2800 pounds and should be angle iron across existing vertical structural beams)
- Electrical circuits for LED wall power needs (18-20x 20A, 120V, or 9-10x 20A 240V circuits)
- (2) Scissor lifts to remain on construction site for completion of the work, as well as any floor protection needed.
- Cable path/rack space to the room below the proposed LED wall location for cable path
- Should a net be desired, City of Norman to provide netting material and fastening points to cover the LED wall.

**This LED wall is to be installed once the site is considered in a dust-free state for one full week to complete the work. It is preferred to install before the gymnasium floor, but can be serviced/adjusted toward the end of the construction timeline with a smaller, single man push-around lift once the wall is hung to maintain flooring integrity. If LED wall is installed before dust-free trades come in, i.e. flooring subcontractors, ImageNet will ask the General Contractor to provide plastic covering and painter's tape to seal off the surface of the LED wall before dust ensues on the project site as it continues toward site completion.*

GYMNASIUM LED WALL











IMAGE	QTY	DESCRIPTION
	1	DVS ViuSite-5X-HO Custom LED Wall 4 High by 29 Wide (116) 19x39" (500x1000mm) 5.9mm High-Brightness LED Video Panels with 3-in-1 SMD1921 LEDs. Brightness: 3,500≥ NITS, Viewing Angle: 140° H 140° V, Grayscale: 16-bit +/-, NovaStar AT32 Receiving Cards, Refresh Rate: 3,840≥ Hz, and Operating Life to half brightness of 100,000 hours. Listings: cETLus, CE, EMC, FCC, RoHS. Physical size is 13.2' High by 47.6' Wide by less than 2" deep at 2,800lbs. 5-year initial parts warranty and 5-7% spare modules for in-use servicing of the wall once in place.
	1	ImageNet Video Wall Installation & Commissioning Shipment, Delivery, Project Management, Project Coordination, Installation, and Commissioning of LED wall.
	1	ImageNet Misc Display Charges Home Run Cabling, Extenders, Splitters, Rigging Hardware, Etc.
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Seneca ELM-Ai2-P Windows 10 Media Player for Advanced Touchscreens, Video Walls

GYMNASIUM 48' WIDE X 14' HIGH LED WALL TOTAL

\$187,153.57

GYMNASIUM AUDIO

GYMNASIUM LED WALL

IMAGE	QTY	DESCRIPTION
	1	QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.
	1	QSC SLQSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual.
	1	QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel License, Perpetual.
	1	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.
	1	Middle Atlantic D3 3SP ANODIZED DRAWER
	2	Middle Atlantic D2 2SP ANODIZED DRAWER
	1	Middle Atlantic SS SLIDING SHELF
	1	Netgear GSM4230PX-100NAS AV LINEM4250-26G4XF-POE+24X1G POE+ 480
	1	Furman PL-PRO-DMC-20A POWER CONDITIONER W/ VLT METER
	2	QSC CX-Q 8K8 8-Channel 1000W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, with Mic/line Inputs, 100-240V.

AUDIO

IMAGE	QTY	DESCRIPTION
	2	Middle Atlantic LACE-44-OP 77"H,3-1/4"W SLOT LACER
	1	Middle Atlantic VRK-44-31H 44SP/31D VIDEORACK HORIZ
	10	Middle Atlantic EB1 Blank Panel, 1 RU, Steel Flanged



























IMAGE	QTY	DESCRIPTION
	2	Middle Atlantic EB2 2SP FLANGED ECONO BLANK
	12	Electro-Voice EVF-1122D/96-BLK EVF-1122D 90 X 60 EVCOAT BLACK
	1	AMX MSA-RMK-10 Rack Mount Kit for 10" Touch Panels
	1	AtlasIED ATL-SMS2B Atlas SMS2B Stackable Desk Mic Stand - Ebony
	10	Listen Technologies LWR-1020-A1 Listen EVERYWHERE WiFi Audio Receiver 1020
	10	Listen Technologies LA-164 Ear Speaker
	10	Listen Technologies LA-438 Advanced Neck Loop (Adult)
	4	Listen Technologies LA-304 Assistive Listening Notification Signage Kit
	1	QSC BT1 Single gang US Bluetooth Wall Plate interface (includes white and black faceplates, Axiom bus compatible).
	1	QSC AXPIO 2 Channel Axiom Bus Analog Input and Output expander (for use with Axiom wall plates).
	4	Radio Design Labs RDL-DS-CIJ3D Radio Design Labs DS-CIJ3D Consumer Input Jacks - Stereo - Stainless Steel
	1	Apple MYJ32LLA 10.9 in iPad Air 256gb SpcGr
	1	QSC TSC-101-G3 Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
	1	Middle Atlantic MAP-UPS-S1500R Middle Atlantic UPS-S1500R Select Series UPS Backup Power - 2RU 1500VA
	1	Shure ULXD4Q=-H50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware
	1	Shure ULXD1=-H50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector






IMAGE	QTY	DESCRIPTION
	1	Shure MX150B/C-TQG "Cardioid 5mm Subminiature Lavalier Microphone, TQG for Shure Bodypacks, Black"
	3	Shure ULXD2/SM58-H50 Handheld Transmitter with SM58® Microphone
	8	Shure SB900B RECHARGEABLE BATTERY
	1	Shure SBRC-US Rack Battery Charger. Compatible with Shure rechargeable batteries AXT910, AXT920 and SB900A.
	4	Shure SBC-AX AXIENT® Charging Module for SB900A Batteries
	2	Shure UA8100 100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type
	2	Shure UA834WB In-line antenna amplifier for remote mounting. (470-902 MHz)
	1	ImageNet Misc Display Charges Custom IO Panels, Patch Panels. Cables, Raceway, Extenders, Splitters, Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project
	1	ImageNet Programming End-user Control Interface Creation, Training, and Verification for AV System

GYMNASIUM AUDIO TOTAL




\$173,917.71

ENTRY LOBBY B-101

WALL TVS

IMAGE	QTY	DESCRIPTION
	2	Jupiter PANA81D 81"D PANA LCD display only model. Supports both landscape and portrait orientations 21:9 5K
	2	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	2	Wallboard Seneca ELM-Ai2-P Windows 10 Media Player for Advanced Touchscreens, Video Walls
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING





IMAGE	QTY	DESCRIPTION
	2	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	2	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	2	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

ENTRY LOBBY B-101 TOTAL


\$19,210.87

FRONT DESK B-103

WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Sony Pro FW55BZ40H Sony FW-55BZ40H - 55" Class (54.6" viewable) - BRAVIA Professional Displays LED display - digital signage / hospitality - Android - 4K UHD (2160p) 3840 x 2160 - HDR - edge-lit, frame dimming - black
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING





IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

FRONT DESK B-103 TOTAL



\$2,879.05

MEETING ROOM B-116



WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Sony Pro FW75BZ40H 75 Inch 4K LCD TV
	1	Chief LSTU LARGE FIXED THININSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

VIDEO CONFERENCING

IMAGE	QTY	DESCRIPTION
	1	Bose 842415-1110 BOSE VIDEOBAR VB1 120V US
	1	Bose 842888-0010 Videobar VB1 Display Mounting Kit

CABLE/STREAMING ENCODING






IMAGE	QTY	DESCRIPTION
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

MEETING ROOM B-116 TOTAL




\$5,969.06

CORRIDOR NORTH B-104

WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Jupiter PANA81D 81"D PANA LCD display only model. Supports both landscape and portrait orientations 21:9 5K
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	Wallboard Seneca ELM-Ai2-P Windows 10 Media Player for Advanced Touchscreens, Video Walls
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING


IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

CORRIDOR NORTH B-104 TOTAL

\$9,876.06

CONCESSIONS D-101

WALL TVS

IMAGE	QTY	DESCRIPTION
	2	Sony Pro FW55BZ40H Sony FW-55BZ40H - 55" Class (54.6" viewable) - BRAVIA Professional Displays LED display - digital signage / hospitality - Android - 4K UHD (2160p) 3840 x 2160 - HDR - edge-lit, frame dimming - black
	1	Chief LWM2X1U MENU-BOARD WALL MOUNTED SIDE BY SIDE
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING





IMAGE	QTY	DESCRIPTION
	2	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	2	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	2	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	2	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

CONCESSIONS D-101 TOTAL





\$5,704.85

TOURNAMENT LOUNGE D-100

WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Sony Pro FW100BZ40J 100IN PRO BRAVIA LED 4K TV
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING





IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

TOURNAMENT LOUNGE D-100 TOTAL





\$15,217.06

TOURNAMENT ENTRY E-101

WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Sony FW-75BZ40H 75" 3840x2160 4K LED Bravia Display 24/7
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING





IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

TOURNAMENT ENTRY E-101 TOTAL





\$5,141.06

TICKETING E-103

WALL TVS

IMAGE	QTY	DESCRIPTION
	1	Sony Pro FW55BZ40H Sony FW-55BZ40H - 55" Class (54.6" viewable) - BRAVIA Professional Displays LED display - digital signage / hospitality - Android - 4K UHD (2160p) 3840 x 2160 - HDR - edge-lit, frame dimming - black
	1	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING




IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	1	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	1	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

TICKETING E-103 TOTAL



\$2,804.05

TOURNAMENT ROOM E-104





WALL TVS

IMAGE	QTY	DESCRIPTION
	2	Sony Pro FW75BZ40H 75 Inch 4K LCD TV
	2	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

VIDEO CONFERENCING

IMAGE	QTY	DESCRIPTION
	1	Bose 842415-1110 BOSE VIDEOBAR VB1 120V US
	1	Bose 842888-0010 Videobar VB1 Display Mounting Kit

CABLE/STREAMING ENCODING





IMAGE	QTY	DESCRIPTION
	1	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	1	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	2	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	2	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

TOURNAMENT ROOM E-104 TOTAL





\$10,643.87

TOURNAMENT LOUNGE E-111

WALL TVS

IMAGE	QTY	DESCRIPTION
	2	Sony Pro FW85BZ40H 85" Class (84.6" viewable) - BRAVIA Professional Displays LED display - Android - 4K UHD (2160p) 3840 x 2160 - HDR - direct-lit LED, frame dimming - black
	2	Chief LSTU LARGE FIXED THINSTALL UNIVERSAL
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING

IMAGE	QTY	DESCRIPTION
	2	Wallboard Single Annual License Annual License includes: Full WB Email/Phone Support; Version Upgrades and Patches; 12-mo minimum term
	2	Wallboard Giada DN74 Standard Android Media Player with Single HDMI Output, and both Wifi and CAT Network Interface - Includes 2-Year Manufacturer's Warranty
	2	Wattbox Power WB-PWR-360-3FT-BLK 3ft 360 Rotating - 90 Degree Angle - IEC D-Plug
	2	Wattbox Power WB-200-CE-4 4 Outlet Power Conditioner - 2160 Joules

TOURNAMENT LOUNGE E-111 TOTAL

\$10,420.87



NETWORKING EQUIPMENT RACK

SCOPE






ImageNet to provide (12) streaming inputs for dedicated *Cable Box, Streaming TV (Roku, AppleTV, YouTubeTV, Hulu, etc), or Camera Live Feeds into the Digital Signage throughout YFAC. ImageNet to provide an AV-Line Networking Switch to handle network traffic, and all Wallboard players will be patched into the AV-Line switch to assist in bandwidth control across the greater YFAC Network.

***City of Norman/YFAC responsible for providing HDMI output devices (Cable Boxes or mini-PCs) for providing video to the IP-encoding system above.**



WALL TVS

IMAGE	QTY	DESCRIPTION
	1	ImageNet Misc Display Charges Cables, Drill bits, Mounting Hardware, Etc.
	1	ImageNet Labor Project Coordination, Delivery, Project Management, Installation, and Commissioning of AV Project

CABLE/STREAMING ENCODING

IMAGE	QTY	DESCRIPTION
	1	Netgear GSM4248PX-100NAS AV LINEM4250-40G8XF-POE+40X1G POE+ 960
	12	PureLink VIP-STREAM200 PureStream 1080p H.264 encoder w/front panel controls, diagnostics, image capture, compatible with VLC Player, Facebook, YouTube, and RTMP/RTMPS player
	3	PureLink VIP-STREAM200-RACK4 PureStream 1RU rack mount, holds (4) VIP-Stream 200 - Black
	1	Wirepath WP-CAT6-HDPP-48 Wirepath(TM) Rack Mount 48-port RJ-45 Cat 6 High Density Patch Panel (Black)
	48	Wirepath WP-PC-CAT6-1ft-ORG Wirepath(TM) CAT6 Ethernet Patch Cable - 1ft (Orange)




AUDIO

IMAGE	QTY	DESCRIPTION
	1	Listen Technologies LW-150P-02-01-D Listen EVERYWHERE 2 Channel Wi-Fi Audio Server (Dante)
	1	Listen Technologies LA-326 Universal Rack Mounting Kit

NETWORKING EQUIPMENT RACK TOTAL	\$11,988.15
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WALLBOARD PROFESSIONAL SERVICES/IMPLEMENTATION FEES

WALLBOARD DIGITAL SIGNAGE ONE-TIME TRANSACTIONAL FEES

IMAGE	QTY	DESCRIPTION	
	1	Wallboard Implementation Fee Portal/user configuration, configuration for up to 25 media players, and 3-hour end-user training session.	
	1	Wallboard Content Creation Bundle - 40 Block of Content Creation Services - discounted	
	40	Wallboard General Professional Services Includes: 40 Hours of additional end-user training, custom development; must have SOW	
WALLBOARD PROFESSIONAL SERVICES/IMPLEMENTATION FEES TOTAL			\$13,750.00

IMAGENET ANNUAL PREVENTATIVE MAINTENANCE PLAN

Biyearly preventative maintenance

Cleaning and dust removal for all audiovisual equipment including:

- All equipment in rack, control booth, and lectern cleaned and dusted.
- Equipment surfaces cleaned.
- Projector filter cleaned.
- Camera lenses cleaned.
- Lamp hours checked.
- Includes all equipment in the space and connected head end.

Free replacement interconnects

ImageNet Consulting will assess all user video and audio connections and repair/replace cables damaged at the time of visit.

Professional video system calibration

- **Projector Maintenance** - refocus and calibrate to fit screen, maximize signal, and color quality; adjust menu settings for maximum performance; clean lens and filter; check lamp hours; if replacement is needed, and your backup lamp available, technician will replace lamp; cables organized and neatly arranged.
- **Flat Panel Display Maintenance** - adjust picture settings to maximize image quality; menu settings adjusted to limit unnecessary end-user controls.

Professional audio system tune-up

- Audio system calibrated for correct EQ and balance.
- Adjustments made, as necessary, for maximum audio performance and stability.

Software/firmware updates

Upgrades on all AV and control system equipment will be performed by an ImageNet Consulting technician.

Complete system function test

Our team will perform a complete system test to determine if the AV system is performing to expected standards and functioning according to the operating manual. If items are found to be non-operational, damaged, or otherwise, ImageNet Consulting will provide the customer a list of recommended solutions and associated costs. If an item needs replacing, is out of warranty, or is an upgrade, the customer will receive an additional 10% off our regular low prices.

Anytime service calls

ImageNet Consulting will send a technician during regular business hours for any issues regarding your AV system within seventy-two (72) hours, as often as you need, up to twenty-four (24) service hours.

Rapid response service calls

ImageNet Consulting will send a technician during regular business hours for any issues regarding your AV system within four (4) hours of your call up to two (2) times per contract period.

Maintenance Terms and Conditions**Preventative maintenance**

Preventative maintenance is the act of cleaning and maintaining the audio-visual equipment as to prolong its service life and help aid in preventing equipment failure due to dust buildup, dirty ventilation fans, blocked air vents, etc. The preventative maintenance in this contract includes all audio-visual equipment installed by ImageNet Consulting or others. Upon the first preventative maintenance service, the technician will thoroughly test the AV equipment and create a list of gear that will be maintained. The technician will record all make, model and serial of all equipment that will be serviced. ImageNet Consulting will not be responsible for any repair of AV equipment that is already broken or not performing as anticipated prior to the start of the preventative maintenance. The technician will utilize compressed air, safe cleaning agents, and microfiber cloths to clear dust and debris from the audio-visual equipment. If a projector lamp needs replacement and the client has a replacement lamp available, the technician will replace it during his visit.

ImageNet Consulting will not provide projector lamps and they are not included in this contract. Projector lamps can be purchased through ImageNet Consulting prior to the preventative maintenance and the technician will install the newly purchased lamp at the time of service.

Free replacement interconnects

Interconnects are the short cables to connect from a user device to a wall plate or other local device that inputs audio and video into the AV system. ImageNet Consulting will replace any interconnect up to 6ft. long that is damaged or not functioning correctly even if the cable was not provided by ImageNet Consulting. Upon first maintenance, the ImageNet Consulting technician will permanently label all user interconnects for tracking replacement frequency. Cables that do not have the ImageNet Consulting label will not be covered. The free replacement interconnects do not include cables that permanently installed in the equipment rack or other device where users do not or should not have access. The replacement cables will be professional quality.

Professional video calibration

The professional video calibration includes connecting a professional video testing device into the video system that will display various test patterns. Then adjusting all displays to have the highest quality image possible from that display. If a display is exhibiting issues, a report will be written describing the issue and possible resolutions. That report will be provided to the client the following day. ImageNet Consulting will not be responsible for repairing any display that cannot perform as expected.

Professional audio tune-up

The professional audio tune-up includes connecting a professional audio testing device to the audio system and utilizing specialized software to set proper audio levels and correct any equalization issues for the best possible audio experience the system is capable of producing. If no audio adjustment controls are available, the technician will not perform this maintenance.

Software and firmware updates

The technician will determine upon first visit if and what devices that are part of the audio-visual system are capable of software and/or firmware upgrades. If a firmware upgrade is available, the technician will install the new software/firmware to the device. This does not include computers or tablets. On occasion, a device can become unresponsive during a firmware upgrade. If this should occur during the maintenance, the technician will contact technical support for the device and begin a repair process. ImageNet Consulting will not be responsible if this should occur. You can also elect not to have this service performed. The technician will provide you with a list of all devices that are eligible for a software/firmware upgrade prior to the upgrade and will proceed once permission is granted.

Complete system function test

Upon first maintenance, the technician will review any documentation or manuals with you, so he has a clear understanding of how the system is supposed to operate. Then, prior to maintenance, the technician will verify the AV system operates in the manner described. Any existing issues will be documented and provided to the client in the maintenance report. If existing issues are found the technician will attempt to make repairs to the AV system to get it back to normal operation. If a device is found to be damaged or nonfunctional, the technician will discuss replacement options and the associated costs with you. All equipment repair or replacement costs will be the responsibility of the client. An additional 10% discount from our regularly low prices will be applied to any item that is purchased through ImageNet Consulting during the length of the contract. This applies to all AV equipment purchased for this AV system only.

Anytime service calls

ImageNet Consulting will send a technician to your site during regular business hours M-F 8a-5p for any issues regarding your AV system within (72) hours of your call. This maintenance contract includes up to (24) hours of anytime service. Once the included (24) hours is reached, a discounted service rate of \$125/hr. will be billed for any additional time spent. The reduced rate will apply until the contract has ended.

Rapid response service calls

ImageNet Consulting will dispatch a technician during regular business hours for any issues regarding your AV system within (4) hours of your call twice per contact period. If additional rapid response calls are required, they will be billed at our regular premium rate of \$200/hr.

Billing

This maintenance contract will automatically renew every (365) days until the contract is cancelled by the client. At the start of your contract, an email notification will be sent to you describing the start date of your contract and the date of auto renewal. (30) days prior

to the end of your contract a notice will be sent to the email address on your account notifying you of the upcoming renewal. The cost of the contract is determined by the extent of the AV system as well as the distance from ImageNet Consulting. Additional costs will be added to any contract where the site is farther than (60) miles from an ImageNet Consulting location. Additional costs will also be applied if the maintenance plan is to include multiple rooms or systems.

Correspondence

During your contract period, you will receive various emails regarding your contract and AV system. approx. one day after your service or maintenance, a copy of your service report will be emailed to you. You will also receive updates on your contract totals after the service or maintenance notifying you of items and /or hours remaining on your contract.

IMAGENET ANNUAL PREVENTATIVE MAINTENANCE PLAN	+\$21,035.08
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PROJECT SUMMARY

LOCATIONS	TOTAL
AQUATICS 16'5" WIDE X 7' HIGH LED WALL	\$61,878.85
AQUATIC CENTER AUDIO	\$138,106.75
GYMNASIUM 48' WIDE X 14' HIGH LED WALL	\$187,153.57
GYMNASIUM AUDIO	\$173,917.71
ENTRY LOBBY B-101	\$19,210.87
FRONT DESK B-103	\$2,879.05
MEETING ROOM B-116	\$5,969.06
CORRIDOR NORTH B-104	\$9,876.06
CONCESSIONS D-101	\$5,704.85
TOURNAMENT LOUNGE D-100	\$15,217.06
TOURNAMENT ENTRY E-101	\$5,141.06
TICKETING E-103	\$2,804.05
TOURNAMENT ROOM E-104	\$10,643.87
TOURNAMENT LOUNGE E-111	\$10,420.87
NETWORKING EQUIPMENT RACK	\$11,988.15
WALLBOARD PROFESSIONAL SERVICES/IMPLEMENTATION FEES	\$13,750.00
SHIPPING	\$26,507.40
TAX	\$0.00
PROJECT TOTAL	\$701,169.23

**Current equipment pricing is subject to change at any time, and ImageNet reserves the right to requote this project at any time should new pricing be received from vendors and equipment suppliers before project acceptance. Tax will be calculated in the project invoicing phase via ImageNet Accounts Receivable, and is not able to be provided in this document.

ACCEPTANCE

ACCEPTANCE

PAYMENT SCHEDULE	SHIPPING	\$26,507.40
50% Down, Net 30 upon completion.		
	SUBTOTAL	\$701,169.23
	PROJECT TOTAL	\$701,169.23

OPTIONS	Not included in the project total. Initial to the left to add the option to your project.	
	_____ IMAGENET ANNUAL PREVENTATIVE MAINTENANCE PLAN	+\$21,035.08 (ANNUALLY)

TERMS

If payment is not received when due we may assess an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar as listed above "Total Purchase Amount". If payment is not received within thirty days of invoice date we may take immediate possession of the Equipment and charge a restocking fee of no more than twenty five percent (25%) of the original purchase price. Such an addition to any other remedies provided for by law and may be, to the extent permitted by law, exercised either concurrently or separately. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other subsequent default.

***Current equipment pricing is subject to change at any time, and ImageNet reserves the right to requote this project at any time should new pricing be received from vendors and equipment suppliers before project acceptance. Tax will be calculated in the project invoicing phase via ImageNet Accounts Receivable, and is not able to be provided in this document.*

Must include P-1966 in all POs

ACCEPTANCE

CITY OF NORMAN

SIGNED

DATE

PRINT NAME

TITLE

IMAGENET CONSULTING - OKC



SIGNED

~~4-7-2023~~
4-7-2023

DATE

Kyle Kempf

AV Director

PRINT NAME

TITLE

Statement of Work

ImageNet AV Statement of Work (SOW) Contract

Project completion is subject to receipt of equipment. Estimated minimum 3-4 weeks for equipment delivery unless otherwise specified in contract agreement. Installation will be scheduled once 100% of equipment has been received, unless otherwise requested or agreed upon.

Once Project Contract (SOW) paperwork has been received from the client by ImageNet, ImageNet will manage the ordering of all components. At that time, all sales are final and any changes to the scope of work will be subject to a Request For Change, revised PO, and will be at the expense of the client unless otherwise noted. A Request for Change will need to be completed and signed by both an approved Customer Representative/Project Manager and ImageNet Consulting Representative.

This Consulting Services Agreement (the "Statement of Work") is made and entered into as of "Date" below between ImageNet Consulting, with a place of business at 913 North Broadway, Oklahoma City, OK 73102 and Customer.

If any changes or additions are required outside of the defined scope and deliverables previously listed, a Request for Change will need to be completed and signed by both the Customer Representative, Project Manager, and ImageNet Consulting representative(s).

Pursuant to this Agreement, Customer is engaging ImageNet to provide certain consulting services as more fully described herein. This Agreement consists of the following documents, incorporated herein by this reference:

- Attachment A: Individual Project Requirements
- Attachment B: Request For Change
- Attachment C: Project Substantial Completion Form
- Attachment D: Project System Warranty Terms
- Attachment E: Project Final Completion Form

Customer has read and agrees to the terms and conditions and attachments listed. This Agreement will be effective only when executed below by an authorized representative.

AGREED TO:

DATE OF AGREEMENT

AUTHORIZED CUSTOMER REPRESENTATIVE

CUSTOMER NAME

CUSTOMER ADDRESS

Statement of Work

Attachment A: Individual Project Requirements

1. PROPOSAL TERMS & CONDITIONS

- a. All pricing listed in Proposal include labor. Rates are based on a commitment that work is to be performed during regular business hours; 8AM to 5PM local time, Monday through Friday. Should project work push beyond these normal hours without prior agreement with ImageNet, additional labor rates/charges may apply.
- b. It is assumed that all work will be completed as a continuous effort. Disruptions of this continuous effort beyond the control of ImageNet Consulting may require additional labor costs. Additionally, if the project is finished ahead of the estimated completion, there will be no credit issued to the customer.
- c. All System Engineer/Programming work outside of work defined within the SOW is billed at \$165.00 per hour.
- d. ImageNet Consulting will install, test, and verify that the AV solution is working as designed. Following the install, ImageNet will conduct training with the end users of the system so that it will be utilized as desired. Additional training and materials outside of what is outlined in the proposal will be an additional charge based upon the scope of the project.

2. CUSTOMER SITE/PROJECT REQUIREMENTS

- a. Power will be needed at the mounting locations of all electrical components, provided by a licensed electrician, and is the responsibility of the client. It is recommended that all AV hardware be installed on their own circuit(s) to reduce interference, surges, and other issues.
- b. Network drops are recommended at the mounting location of all equipment and are the responsibility of the client to provide and maintain. Certain equipment cannot be installed without PoE network drops, and many components require internet connection to perform maintenance tasks and basic functions.
- c. Customer to identify and provide an IT Administrator for solution implementation and support interaction.
- d. Customer will provide access to all areas required to complete this project. Any areas of high security or hazard should be made known prior to project commencement.
- e. Customer will provide access to all information and documentation required to complete this project.
- f. Customer will provide an onsite contact person responsible for providing direction and approvals on completion of work.
- g. Customer will directly provide all non-ImageNet hardware and software support required unless specifically indicated in the proposal.
- h. Customer will ensure that any customer provided hardware will meet all required specifications for the project.
- i. Customer will assure that all required LAN/WAN access and administrative rights are made available to complete the installation.
- j. Customer is solely responsible for updating PC OS and 3rd party software. i.e. Windows 10, Zoom, MS Teams etc.
- k. Customer will provide Remote Access capabilities and credentials so that ongoing support can be provided as necessary via phone and remote desktop support, or an onsite resource that can accommodate remote support.
- l. Customer is solely responsible for maintaining agreed upon timeline, customer-side delays may push back launch dates by a ratio that exceeds 1:1 and may incur further service costs.
- m. Customer is solely responsible for required A/C power at device location as needed.
- n. Customer is solely responsible for required data connections at device location as needed.
- o. Customer is solely responsible for ceiling grid modification unless specified otherwise.
- p. Customer is solely responsible for providing adequate trash and old equipment disposal.
- q. Customer is solely responsible for providing parking availability, loading and unloading access, access control, and hours of operation.
- r. Customer is solely responsible for providing a OSHA approved lift or scaffolding unless otherwise specified in the proposal.
- s. Customer must ensure install site meets agreed upon standards and is free of obstruction.
- t. Customer is solely responsible for modification to furniture unless otherwise specified in the proposal.
- u. Customer is solely responsible for modification of existing walls in order to properly support new equipment unless specified otherwise in the proposal.
- v. If any of the above items are not met by the client at the time ImageNet arrives on site to install, a revised PO for additional labor may be assessed unless otherwise noted by ImageNet.
- w. All project/shipping timelines are approximate until items are received in our warehouse. Project completion is subject to receipt of equipment. Estimated 3-4 weeks for equipment delivery unless otherwise specified in contract agreement. Installation will be scheduled once 100% of equipment has been received unless otherwise specified in the contract agreement.
- x. ImageNet will work with the client to schedule installation based on: a) the estimated arrival time of the components, b) all necessary action items required by the client as listed above, and c) any additional needs.
- y. ImageNet Consulting does its best to anticipate conversion changes and user needs. However, once design agreement is established, changes requiring more than 1 hour of work could require a Request For Change and may incur additional costs.

3. DATA & SOFTWARE/FIRMWARE

- a. ImageNet Consulting is not responsible for the loss of data or any A/V recordings due to system failure, misuse, or damage.
- b. Future 3rd party software installation or services by ImageNet Consulting are an added cost unless otherwise agreed upon.

4. WALLBOARD DIGITAL SIGNAGE SOLUTIONS (if included in Project Scope)

- a. A "Welcome Letter" document will be sent out to the client on any project involving Wallboard Digital Signage Software. This document will help us outline training timeframes for the software, initial content design, and necessary network information so we can pre-configure the media players for easy installation. This document must be returned by the client for ImageNet to proceed with installation.

Statement of Work

Attachment B: Request For Change

Request For Change

RFC Number: _____

Date: _____ Party requesting change: _____

Nature of the proposed change:

Reason for the proposed change:

Impact of the proposed change on project:

Pricing: _____

P.O. to which changes will apply: _____

Schedule Changes: _____

This Project Change Request is (circle):

Approved

Rejected

Signatures:

ImageNet Consulting Representative: _____

Customer Representative: _____

Statement of Work

Attachment C: Project Substantial Completion Form

ImageNet AV Project # _____ Date _____

Project Name: _____ PO # _____

Company Name: _____ Phone: _____

Address: _____

Installation Site: _____

Room Number(s): _____

Client Contact: _____ Phone: _____

AV System Warranty Dates Start: _____ End: _____

The audiovisual project described above has been found to be substantially complete and acceptable to the owner and/or their representative with the following exceptions:

1) _____

2) _____

3) _____

4) _____

5) _____

To finalize project, client agrees to arrange and schedule training(s) in a timely manner following substantial completion. Training to include any client stakeholders in the project, facility managers who may be involved in the area(s) of the AV System, client system support technicians the design involves, and key end users who can pass on training to fellow coworkers.

AV System Training Date(s)/Time(s): _____

AV System Training Key Inclusion(s): _____

Client hereto acknowledges acceptance of the project and commencement of the warranty period and training for the systems noted according to the terms detailed in the attached warranty statement.

Name: _____ Title: _____

Signature: _____ Date: _____

Statement of Work

Attachment D: Project System Warranty Terms

All new equipment contained in this system is warranted to be free of manufacturing defects per the terms and conditions of the original manufacturer's warranty. All manufacturers' warranties are honored and serviced by ImageNet Consulting. If not included in original project scope, purchasing additional warranty for equipment, or a preventative maintenance service agreement can be arranged after system is signed for substantial completion.

A. DURATION

1. One (1) year, which will begin immediately following substantial completion of the installation and applicable training provided by ImageNet AV. The established start date is noted in the signed Substantial Completion Form above.

B. THE WARRANTY SHALL INCLUDE:

1. On-site response within a maximum of 72 hours following receipt of the AV Integrator's standard Request for Service by an authorized representative.
2. Maximum 48-hour response for telephone and/or email support service for technical matters.
3. Parts and system components to restore system performance as required.
4. Any failed field terminations of system cabling performed by ImageNet AV during the installation process.
5. Labor to repair/service the system, components, and parts to restore the system to complete operational condition should the issue be repairable on site.

C. THE WARRANTY SHALL NOT INCLUDE:

1. Replacement of consumable items such as batteries, mishandled cabling, damaged LCD panels, miscellaneous system light sources, or projection lamps/light sources. Costs for such will be billed at current equipment and labor rates unless a manufacturing defect is discovered during the manufacturer's standard warranty period.
2. Requests for service involving software/firmware updates on system components or peripherals not performed by ImageNet AV technicians. Contact ImageNet AV prior to updating peripherals if software/firmware compatibility could be a concern for system performance.
3. Requests for service not related to technical problems but classified as "operator error". Under these conditions service charges will be applicable as per our standard repair service policy of \$125/hour.
4. Service required because of negligence, misuse, attempted repairs by anyone other than ImageNet AV, or damage, or for equipment not related to the system supplied and installed by ImageNet AV. Under these conditions, the warranty will become void, and charges will be applicable per our standard repair service policy of \$125/hour.
5. Loaner equipment that is in place while the originally installed equipment it has replaced is under repair.
6. Connections to the contracted system made by others. Under these conditions service charges will be applicable as per our standard repair service policy of \$125/hour.
7. Modifications to the system made by others, without prior written permission from ImageNet AV. Under these conditions service charges will be applicable as per our standard repair service policy of \$125/hour.
8. The cost to remove, reinstall and transportation to and from our service center, or the supplier/factory for components covered under their warranty. Charges for this time will be applicable per our standard repair service policy of \$125/hour.

D. REQUESTS FOR SERVICE

Requests for service must be made by contacting the ImageNet Consulting service helpdesk (800-937-2647). ImageNet AV will then outline the conditions under which we will attend, and the costs for rectification of issues not covered under the warranty terms. This number must be contacted prior to dispatch of a repair technician.

E. REPORT

A written report/invoice will be issued following each repair/service and must be acknowledged by an authorized representative.

Statement of Work

Attachment E: Project Final Completion Form

Date: _____

I, _____(Project Manager)

agree that ImageNet Consulting has completed this project and associated system training to the satisfaction of

_____(Company Name)

and achieved every goal outlined in this Statement of Work in addition to any change requests that were made during the project. No further work will be done for Client in regards to this project, any additional requests will detailed in a new document with a different project scope.

AGREED TO:

Company Name

Authorized Representative Signature

TIPS VENDOR AGREEMENT

Between ImageNet Consulting, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200105 Technology Solutions, Products and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the

Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the vendor assigned dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer agrees to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR**

PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8. Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded vendor whose

license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

Cleanup: When performing work on site at a TIPS Member's property, awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is

exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period,

and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate Automobile
Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance

with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200105 Technology Solutions, Products and Services

Company Name ImageNet Consulting, LLC
Address 913 North Broadway
City Oklahoma City State OK Zip 73102
Phone 405-600-1302 Fax 405-236-3334
Email of Authorized Representative rfrost@imagenet.com
Name of Authorized Representative Rocky Frost
Title VP, Contracts and Adminstration
Signature of Authorized Representative 
Date 02/19/2020
TIPS Authorized Representative Name Meredith Barton
Title Chief Operating Officer
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 5/28/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200105 Addendum 2 ImageNet Consulting Supplier Response

Event Information

Number: 200105 Addendum 2
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/9/2020
Deadline: 2/21/2020 03:00 PM (CT)

Contact Information

Contact: Kristie Collins
Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Fax: +1 (866) 839-8472
Email: bids@tips-usa.com

ImageNet Consulting Information

Item 3.

Address: 3223 Commander Dr
Carrollton, TX 75006
Phone: (214) 284-8668
Toll Free: (405) 236-4500

By submitting your response, you certify that you are authorized to represent and bind your company.

Travis Reeves

Signature

Submitted at 2/21/2020 9:23:59 AM

treeves@imagenet.com

Email

Supplier Note

Thank you TIPS USA! We have had a great experience with your team in the past and look forward to many more years of partnership and success!

Requested Attachments

Vendor Agreement

200105 Vendor Agreement - ImageNet.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

200105 Agreement_Signature_Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

200105_Pricing_form_1 (1).xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

200105_Pricing_form_2 Services.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

References

Reference Form - ImageNet.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

TIPS USA Good and SVCS.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED

Reseller_Dealers_Sheet_2020.xlsx

Item 3.

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

HUB Subcontracting Plan Form OPTIONAL

HUB_Subcontracting_Plan_Form_OPTIONAL 2020.pdf

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can.

Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

D/M/WBE Certification OPTIONAL

GILL Digital_all certificates.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

HUB Certification OPTIONAL

HUB Certificate Navetech.pdf

HUB Certification documentation may be scanned and uploaded if you desire to document your status as a HUB company. (Historically Underutilized Business) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranties.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

PL CLOUD Overview.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

GILL Digital_all certificates.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

ImageNet Logo.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Logo and Other Company Marks

ImageNet Logo - 300 x 225.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

CIQ.pdf

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

None

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Item 3.

Confidentiality Form

CONFIDENTIALITY_CLAIM_FORM_rev111819RP.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

ImageNet Consulting was founded in 1956 in Oklahoma City and now is recognized as one of the largest independent Managed Print Services providers in the United States. Services include Managed Print Services, Print Hardware from HP, Canon, and Konica Minolta, Print Software, Managed IT Services, Electronic Content Management, 3D Printing and Digital Display and Content software.

6 Primary Contact Name

Primary Contact Name

Matt Schotten

7 Primary Contact Title

Primary Contact Title

VP, Managed Print Solutions

8	Primary Contact Email	Item 3.
	Primary Contact Email	
	<input type="text" value="mschotten@imagenet.com"/>	
9	Primary Contact Phone	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
	<input type="text" value="214-217-1419"/>	
10	Primary Contact Fax	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
	<input type="text" value="469-518-5985"/>	
11	Primary Contact Mobile	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
	<input type="text" value="469-438-0634"/>	
12	Secondary Contact Name	
	Secondary Contact Name	
	<input type="text" value="Travis Reeves"/>	
13	Secondary Contact Title	
	Secondary Contact Title	
	<input type="text" value="Director of State, Local and Education"/>	
14	Secondary Contact Email	
	Secondary Contact Email	
	<input type="text" value="Director, State Local and Education"/>	
15	Secondary Contact Phone	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
	<input type="text" value="832-775-1215"/>	
16	Secondary Contact Fax	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
	<input type="text" value="469-518-5985"/>	
17	Secondary Contact Mobile	
	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
	<input type="text" value="832-721-8966"/>	

1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	<i>Item 3.</i>
	Rocky Frost	
1 9	Admin Fee Contact Email Admin Fee Contact Email	
	rfrost@imagenet.com	
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
	405.600.1302	
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	
	Travis Reeves	
2 2	Purchase Order Contact Email Purchase Order Contact Email	
	treeves@imagenet.com	
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
	832-721-8966	
2 4	Company Website Company Website (Format - www.company.com)	
	www.imagenet.com	
2 5	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
	45-3028912	
2 6	Primary Address Primary Address	
	913 North Broadway	
2 7	Primary Address City Primary Address City	
	Oklahoma City	
2 8	Primary Address State Primary Address State (2 Digit Abbreviation)	
	OK	

29

Primary Address Zip

Item 3.

Primary Address Zip

73102

30

Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Imagenet, HP, Managed Print Services, MPS, PaperCut, uniFlow, LaserJet, Print Security, Cost Accounting, Secure Print, Mobile Print, Job Accounting, Secure Printing, Print Assessment, HP LaserJet, HP PageWide, Security Assessment, Managed IT, DAAS, Content Management, Workflow, Wallboard, 3-D

31

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

32

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner :

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

No

33

Company Residence (City)

Vendor's principal place of business is in the city of?

Oklahoma city

34

Company Residence (State)

Vendor's principal place of business is in the state of?

OK

3
5**Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Item 3.

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.

3
6**TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
7**Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3
8**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

3
9**Years Experience**

Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

4
0**Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

4
1**Pricing discount percentage are guaranteed for?**

Item 3.

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

YES

4
2**Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

Yes

4
3**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4
4**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

No

4
5**Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

Yes

4
6

Regulatory Standing

Item 3.

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies, federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

4
7

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

4
8

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law ;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50

Suspension or Debarment Certification

Item 3.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5
2**2 CFR PART 200 Contract Provisions Explanation**

Item 3.

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5
3**2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5
4**2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

55

2 CFR PART 200 Clean Air Act

Item 3.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

56

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

57

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 8 2 CFR PART 200 Procurement of Recovered Materials

Item 3.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

5 9 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

6 0 If you answered "I HAVE lobbied per above to the previous question.

IF you answered "I HAVE lobbied" per above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6
1

Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Item 3.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

YES

6
2

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

63

Indemnification

Item 3.

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

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Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

65

Remedies Explanation of No Answer

No response

66 Choice of Law

Item 3.

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from the procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

67 Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

68 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer**70 Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Local Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Payment Terms and Funding Out Clause

Item 3.

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Insurance and Fingerprint Requirements InformationInsurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Item 3.

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

7
4**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

Item 3.

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7
5**Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

7
6**Logos and other company marks**

Item 3.

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

7
7**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

7
8**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

ImageNet Consulting will not be able to allow Termination for Convenience on LEASES. We do agree to termination for cause and non appropriation of funds. Clients can Terminate Support/Service agreements for convenience however.

7
9**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

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Agreement Exceptions/Deviations Explanation

Item 3.

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be noted on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

ImageNet Consulting will not be able to allow Termination for Convenience on LEASES. We do agree to termination for cause and non appropriation of funds. Clients can Terminate Support/Service agreements for convenience however.

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Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

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If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

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Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not to increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

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Required Confidentiality Claim Form

Item 3.

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

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Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

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Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

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Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

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Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Lubbock ISD	Damon Jackson	damon.jackson@lubbockisd.org	806.219.0150
Keller ISD	Joe Griffin	joe.griffing@kellerisd.net	217.744.1234
Lamar Consolidated ISD	Chris Nilsson	cnilsson@lcisd.org	832.223.0206
Judson ISD	Mike Davis	mdavis339@judsonisd.org	210.945.5553
College Station ISD	David Hutchison	dhutchison@csisd.org	979.764.5569

Item 3.

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Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ImageNet Consulting, LLC

Name of company

Matthew Schotten

Printed Name and Title of authorized company officer declaring below the confidential status of material

913 North Broadway Oklahoma City OK 73102 469-438-0634

Address City State ZIP Phone

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date April 8, 2020

OR -----

I DO NOT claim any of my proposal to be confidential, complete the section below only.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Matt Schotten Digitally signed by Matt Schotten
Date: 2020.04.08 13:07:36 -05'00' Date April 8, 2020

**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number:	1814999164000
File/Vendor Number:	501318
Approval Date:	25-SEP-2017
Scheduled Expiration Date:	25-SEP-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

NAVETECH SOLUTIONS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 29-SEP-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

1814999164000 501318
NAVETECH SOLUTIONS, LLC
13601 PRESTON RD
SUITE E114
DALLAS, TX 75240-4911

**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Women's Business Council - Southwest (WBCS), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to remain certified with the WBCS, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the WBCS in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the WBCS and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the WBCS, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number:	1421529912500
File/Vendor Number:	03399
Approval Date:	27-AUG-2015
Scheduled Expiration Date:	31-AUG-2016

In accordance with the Memorandum of Agreement between the
Women's Business Council - Southwest (WBCS)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

GILL DIGITAL SERVICES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 23-SEP-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the WBCS's program, you must immediately (within 30 days of such changes) notify the WBCS's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBCS's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



Women-Owned Business Enterprise Certification

Gill Digital Services, LLC.

has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified
to provide service(s) in the following areas:

**NAICS-518210: Data Processing, Hosting, And Related Services; NAICS-561439:
Other Business Service Centers (Including Copy Shops); NAICS-811212:
Computer And Office Machine Repair And Maintenance**

This Certification is valid beginning March 13, 2015 and superceded any registration or listing
previously issued. This certification must ne updated annually by submission of an Annual Update Affidavit..At any time
there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas
Regional Certification Agency.

Certificate expiration March 17^o

Certification Administrator

Issued date March 15^{,20}

CERTIFICATION NO. WFWB64481N0317



**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Gill Digital Services, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 518210, 517110, 517919, 519130
Certification Number: W040270
Expiration Date: 08/31/2016



Debbie Hurst

Debbie Hurst, Women's Business Council-
Southwest President

Pamela Prince-Eason

Pamela Prince-Eason, WBENC President & CEO

Candace Waterman

Candace Waterman, WBENC Chief of Staff,
Certification & Program Operations



hereby grants

National Women's Business Enterprise Certification

to

Gill Digital Services, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Council – Southwest, a WBENC Regional Partner Organization.

Expiration Date: 08/31/2016
WBENC National Certificate Number: 2005111154

Debbie Hurst

Authorized by Debbie Hurst, President,
Women's Business Council – Southwest



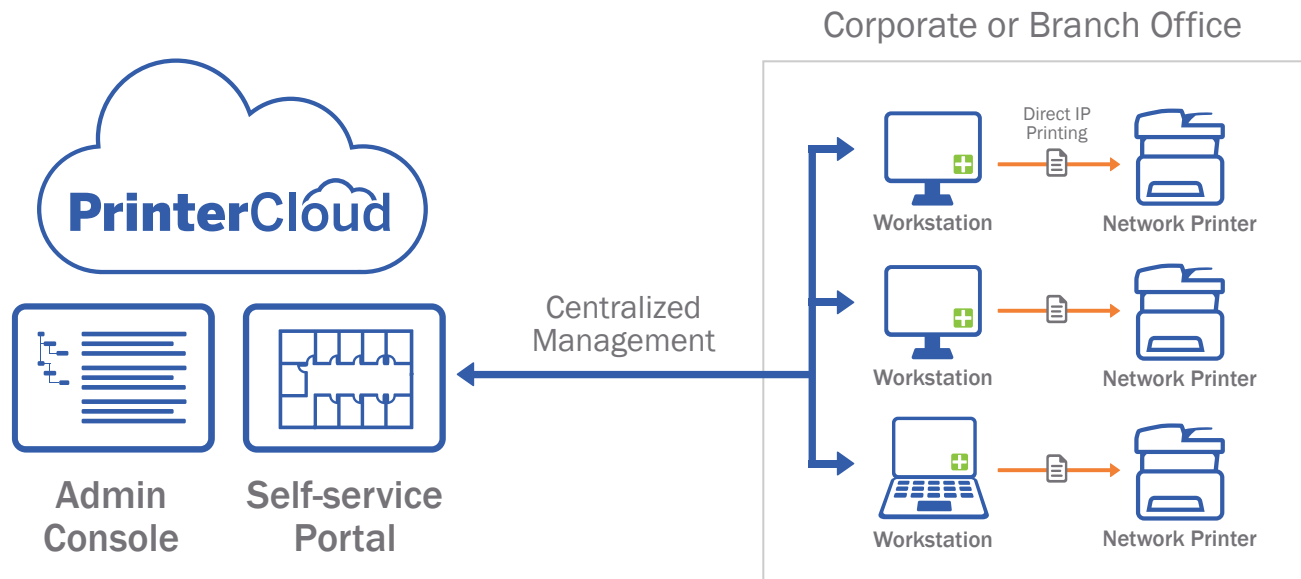
NAICS Codes: 518210, 541513, 541519, 561410, 322211, 322212, 322220, 322299, 322230, 323111, 323120, 323113, 325211, 326111, 326112, 561439, 561990, 334111, 334118, 424120, 423420, 423430, 333244, 532420, 811212

UNSPSC Codes: 81112005, 81112004, 81112205, 82111604



Warranties

Warranties by product vary in its OEM Warranty from 90 days to 1 year. In a product sold with an ImageNet service contract ImageNet will warranty the product for the term that matches the service contract length up to 60 months.



SaaS Solution from PrinterLogic

PrinterCloud from PrinterLogic is a SaaS solution that completely eliminates the need for print servers, delivers centralized print management, and empowers end users to install printers on their own with a single click. Businesses gain the efficiency of print management without infrastructure and implementation hassels, while lowering costs.

PrinterCloud offers the same enterprise-class features as PrinterLogic's on-premises solution—in a hosted, server-less platform. It gives IT professionals the ability to manage all of their network printers from a powerful web-based Admin Console. Using centrally managed direct IP printing, PrinterCloud greatly reduces downtime and keeps the environment stable and available, even if the internet connection goes down.

• Centralized Print Management:

Manage the entire organization's printers from a single Admin Console.

• Self-service Installation:

Users install their own printers with one click.

• Printer Deployment:

Eliminates the need for time-consuming group policy objects (GPOs) or scripts to deploy printers to end users.

• Eliminate Infrastructure:

Completely eliminate the cost and the headaches associated with print servers or any server by converting to centrally managed direct IP printing.

• SaaS Solution:

Same core solution as PrinterLogic's on-premises software now hosted in the cloud.



PrinterCloud is a print management SaaS solution for businesses that want quick, powerful control of their print environment without additional infrastructure. It offers scalable print management without undue overhead by providing IT administrators with powerful printer and driver deployment, reporting and auditing, VDI support, self-service printer installation, and available mobile and secure pull printing. With PrinterCloud, you'll get dramatic reductions in help-desk and IT management costs.

Centrally Managed Direct IP Printing

- Print queue migration tool
- TCP/IP & name change control
- Printer driver change management
- Printer profile enforcement

Printer Driver Deployment

- Eliminate scripting and GPOs
- Self-service printer installation portal
- End user proximity-based deployment
- Deploy based on Active Directory & hostname

Administrative Controls

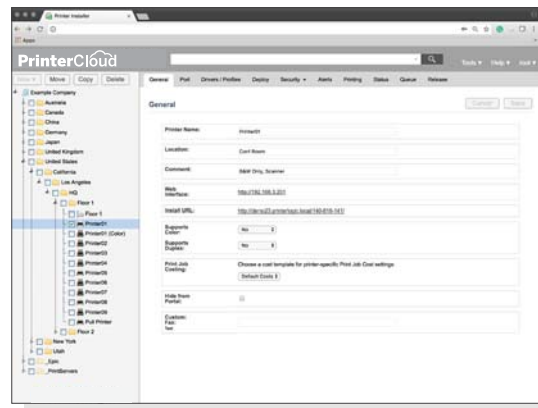
- Print queue management
- SNMP monitoring and alerts
- Workstation usage reports
- Print job auditing and costing
- Role-based access control

Virtual Environments

- Virtual driver management
- Citrix session fat clients
- Citrix session zero clients
- Golden image deployments

Mobile & Pull Printing

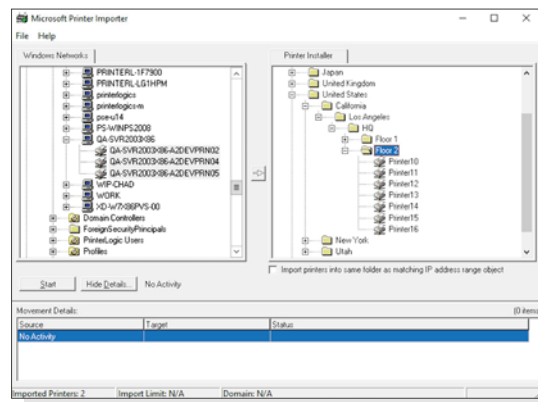
- Mobile, BYOD, & guest printing
- iOS, Chromebook, and Android
- Pull & secure printing
- Badge/card scan release
- Printer control panel release



Admin Console



End User Self-service Portal



Import Utility

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TEN TO CONTRACT K-1516-110: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND ADG, P.C.,/BLATT INCREASING THE CONTRACT BY \$29,800 FOR A REVISED CONTRACT AMOUNT OF \$4,911,863.14 TO PROVIDE AUDIO/VIDEO CONSULTING SERVICES FOR THE SENIOR WELLNESS CENTER AND PURCHASING OF FURNITURE AND COORDINATION OF MOVING FOR BUILDING C (HUMAN RESOURCES AND INFORMATION TECHNOLOGY DEPARTMENTS) FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: April 25, 2023

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, Project Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TEN TO CONTRACT K-1516-110: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND ADG, P.C./BLATT INCREASING THE CONTRACT BY \$29,800 FOR A REVISED CONTRACT AMOUNT OF \$4,911,863.14 TO PROVIDE AUDIO/VIDEO CONSULTING SERVICES FOR THE SENIOR WELLNESS CENTER AND PURCHASING OF FURNITURE AND COORDINATION OF MOVING FOR BUILDING C (HUMAN RESOURCES AND INFORMATION TECHNOLOGY DEPARTMENTS) FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT.

BACKGROUND:

On February 23, 2016, City Council approved Contract K-1516-110 with ADG, P.C. (ADG) in an amount not-to-exceed \$1,747,644.14 to provide services including facility assessment; planning and programming; architectural and engineering plan review; design and construction coordination; and construction observation for certain NORMAN FORWARD construction projects. Specifically, services related to the Central Library, East Branch Library, Westwood Aquatic Center, Indoor Soccer Facility, Senior Citizen Center, Indoor Multi-Sport Facility, and Indoor Aquatic Facility were included in this original contract.

Amendment One to Contract K-1516-110, increasing the contract amount by \$130,037 for a revised contract amount of \$1,877,681.14, was approved by City Council on June 27, 2017, which added additional program management services for the NORMAN FORWARD Reaves Park, Griffin Park, and Westwood Indoor Tennis Facilities.

Amendment Two to Contract K-1516-110 increasing the contract amount by \$1,411,727 for a revised contract amount of \$3,289,408.14 was approved by City Council on February 26, 2019, and included additional program management services for the NORMAN FORWARD Ruby Grant Park and Adult Softball and Football Complex facilities, and the reconstruction of the City's Park Maintenance Building (a portion of the Reaves Park project).

Amendment Three to Contract K-1516-110, increasing the contract amount by \$263,000 for a revised contract amount of \$3,552,408.14, was approved by City Council on March 24, 2020,

and included additional program management services for the Municipal Complex Renovation project.

Amendment Four to Contract K-1516-110 increasing the contract amount by \$157,180 for a revised contract amount of \$ 3,709,588.14 was approved by Council on September 8, 2020 and included Construction Phase Services for the City's "North Base" Complex, Phase 1.

Amendment Five to Contract K-1516-110, increasing the contract amount by \$481,500 for a revised contract amount of \$4,191,088.14, was approved by Council on July 13, 2021 and included furniture, fixtures and equipment (FF&E) services for the Municipal Complex, and the North Base Maintenance Complex for Transit as well as expanded program management services related to scope modifications for the NORMAN FORWARD Indoor Multi-Sport and Aquatic Facility, the Senior Citizens Wellness Center, and the Park Maintenance Facility.

Amendment Six to Contract K-1516-110 increasing the contract amount by \$440,500 was approved by Council on October 22, 2021 to add Program Management Services for the City's Emergency Communications and Operations Center (funded in part by the City's Public Safety Sales Tax).

Amendment Seven to Contract K-1516-110 increasing the contract amount by \$70,000 was approved by Council on July 25, 2022, to add Program Management Services for the Municipal Complex Renovations, Phase III, Building C.

Amendment Eight to Contract K-1516-110 increasing the contract amount by \$89,965 was approved by Council on November 22, 2022, to add Program Management Services for the North Base Wash Bay Project/North Base, Phase II.

Amendment Nine to Contract K-1516-110 increasing the contract amount by \$90,500 as approved by Council on December 13, 2022, added additional professional services related to the purchasing of furniture and coordination of moving offices for the Development Center and the Municipal Building (Phase 1) and the Municipal Court (Phase 2).

DISCUSSION:

Amendment Ten to Contract K-1516-110 is proposed to provide audio/video consulting services for the Adult Wellness and Education (Senior, or "AWE" Center) Center and purchasing of furniture and coordination of moving for Building C – Human Resources and Information Technology Departments. The proposed fee for these services is \$29,800 (\$13,000 for the AWE Center and \$16,800 for "Building C").

Funds in the amount of \$16,800 are available in the Capital Fund, Municipal Complex Renovations, Design (Account 50196644-46201; Project BG0075) and \$13,000 is available in the NORMAN FORWARD Fund, Senior Center Project, Design (Account 51793365-46201; Project NFP111).

RECOMMENDATION:

Staff recommends approval of Amendment 10 to Contract K-1516-110.

**AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
AMENDMENT NO. 10**

This Amendment No. 10 to Contract K-1516-110 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter referred to as the "City"), the Norman Municipal Authority and ADG P.C./Blatt (hereinafter referred to as the "Program Manager")

WITNESSETH:

WHEREAS, the parties entered into Contract K-1516-110 on February 23, 2016 for the purpose of providing a variety of services including but not limited to facilities assessment, planning and programming, architectural and engineering plan review, design and construction coordination and construction observation services for certain upcoming City construction projects ("Program Management Services"); and

WHEREAS, the parties executed Amendment No. 1 to K-1516-110 on June 27, 2017, which added projects and costs in the amount of \$130,037 relating to Reaves Park, Griffin Park, and the Westwood Tennis and extended the contract for an additional 36 months to cover the added projects.

WHEREAS, the parties executed Amendment No. 2 to K-1516-110 in the amount of \$1,411,727 on February 26, 2019, after evaluation of the current status of the projects originally included in Contract K-1516-110 and Amendment No. 1 thereto, as well as future Norman Forward needs for the City, and the desire to extend the Program Manager's provision of Program Management Services for 36 additional months for a new list of projects, including some already within K-1516-110 and as well as Ruby Grant Park, Park Maintenance Building, and the Adult Softball and Football Complex.

WHEREAS, the parties executed Amendment No. 3 to K-1516-110, in the amount of \$263,000 on March 24, 2020, adding buildings included in the Municipal Complex Renovations that will be funded in part by General Obligation Bonds, which will be issued by the Norman Municipal Authority, thus necessitating the addition of the Norman Municipal Authority to this contract as a party thereof.

WHEREAS, the parties executed Amendment No. 4 to K-1516-110, in the amount of \$157,180 on September 8, 2020, adding Construction Phase Services for the North Base Complex, Phase 1, Project including the Fleet/Transit Maintenance Facility and Parks Maintenance Facility) to the scope of projects receiving program management services.

WHEREAS, the parties executed Amendment No. 5 to K-1516-110 to add Existing Furniture FF&E Services to assess and document existing furniture to verify existing furniture location / quantity / condition/ description, analysis of the existing furniture and recommendations for relocation, and placement of that furniture on the floor plans of the new Norman Municipal Complex Development Center; to increase Program Management Services fees in connection with the increased project scopes for the Indoor Aquatics Facility, Indoor Multi-Sport Facility, and Senior Wellness Center; and to add FF&E Design

K-1516-110
Amendment No. 10

and Procurement Services for the Indoor Aquatics Facility, Indoor Multi-Sport Facility, Senior Wellness Center and North Base Complex Fleet/Transit Maintenance Facility.

WHEREAS, the parties executed Amendment No. 6 K-1516-110 to add Program Management Services and FF&E Design and Procurement Services for the Emergency Communications & Operations Center; and

WHEREAS, the parties executed Amendment No. 7 to K-1516-110 to add Program Management Services for the Municipal Complex Renovations (Phase III, Building C).

WHEREAS, the parties executed Amendment No. 8 to K-1516-110 to add Program Management Services for the North Base Wash Bay, including Davis Bacon Compliance Administration, Construction Phase Services, and Close-out and Post-Construction Services totaling as much as \$89,865.

WHEREAS, the parties executed Amendment No. 9 to K-1516-110 to add Professional Services related to the purchasing of furniture and coordination of moving offices for the Development Center and the Municipal Building (Phase 1) and the Municipal Court (Phase 2) in the amount of \$90,500.

WHEREAS, the parties desire to enter into Amendment No. 10 to K-1516-110 in order to add Audio/Visual Consulting Services for the Senior Center (\$13,000) and furniture and coordination of moving offices for Building C – Human Resources and IT Departments (\$16,800), as set forth below.

NOW, THEREFORE, the parties desire to amend Contract No. K-1516-110 as follows:

Substitution of Exhibits A and B, as well as addition of Exhibit C6:

Exhibits A, and B to Contract K-1516-110, originally approved February 23, 2016, amended September 8, 2020, and replaced with Amendment Nos. 7 and 9 shall be removed by agreement of the parties and fully replaced with Exhibits A and B attached hereto. Exhibit C7 attached hereto shall be added to Exhibits C, C2, C3, C4, C5, and C6.

All other terms of Contract K-1516-110 shall remain in full force and effect.

K-1516-110
Amendment No. 10

IN WITNESS WHEREOF, the CITY and the PROGRAM MANAGER have executed this Agreement.

DATED this ____ day of _____, 2023.

CITY OF NORMAN, OKLAHOMA
("City")

By: _____
Mayor Larry Heikkila

ATTEST:

By: _____
Brenda Hall, City Clerk

NORMAN MUNICIPAL AUTHORITY
("NMA")

By: _____
Chairman Larry Heikkila

ATTEST:

By: _____
Brenda Hall, Secretary

Approved as to form and legality this ____ day of _____, 2023.

City Attorney

ADG P.C.
("Program Manager")

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Title: _____



EXHIBIT A BASIC SERVICES

Upon written direction by the City, the Program Manager hereby agrees that it will perform in accordance with the standard of care as identified in the Standard of Care paragraph of the Contract, the following Basic Services required for the development and implementation of the Program. The following projects shall be considered within the scope of the Program and BASIC SERVICES

- Central Library
- Reaves Park
- Griffin Park
- Westwood Tennis Enclosure
- Senior Center
- Indoor Multi-Sport Facility
- Indoor Aquatic Facility
- Ruby Grant
- Parks and Recreation Maintenance Facility
- Softball & Football Complex
- Municipal Complex Renovations (Phase I and II: 2008 Bond Authorization)
- North Base Maintenance Complex
- Emergency Communications and Operations Center (ECOC)
- Municipal Complex Renovations (Phase III: Building C)
- North Base Fleet Wash Bay
- Municipal Complex: Existing Furniture Relocation
- **Municipal Complex Building C: FF&E Services**
- **Senior Wellness Center: FF&E Additional Services**

A. Program Management Services

- a. **Weekly Oversight**
- b. **Budget Management** – review the overall program budget items and issues with the City as appropriate or as requested during the program schedule.
- c. **Schedule Management** – review overall program schedule items and issues with the City as appropriate during the program timeline and report findings as necessary or as requested by the City.
- d. **Contract Review, as required**
- e. **Monthly Reporting** – prepare an overall program progress report monthly identifying status, various Project issues, program schedule status and issues, and program budget status and issues for review with the City.

B. Pre-Design Phase Services

- a. **Outreach**
 1. **Prepare, Attend and Document Public Meetings:** As the City's Program Manager, ADG will prepare for, attend, and document specific Project meetings with the public so the City's interests are addressed and the City has a record of the Public's feedback. This effort includes developing Action Items to be completed, documenting of information needed to prepare for the next public meeting, and documentation showing how the City has addressed public concerns.

- b. **Ongoing Outreach Activities:** This effort includes addressing Project-specific issues and concerns, working with the City to develop Project specific outreach strategies and implementation, and providing ongoing counsel to the City about Project specific outreach status, schedule and public perception.
- c. **Report at City Council Meetings:** This effort includes preparing for, attending, presenting, and documenting Project status, issues, and recommendations to the Norman City Council.
- d. **Programming**
 - i. **Attend and Document Stakeholder Meetings:** As the City's Program Manager, ADG will prepare for, attend, and document meetings with Project Stakeholders so the City's interests are addressed and the City has a record of the Stakeholders' feedback. This effort includes developing Action Items to be completed by all team members including the City's consultants in charge of Project design and construction as necessary.
- e. **Review Project Requirements:** ADG will assist in the development and or review of the City's Project requirements. The Project Requirements form the basis for the development of the Project and include the needs and criteria the design team is to follow during the development of the Project documents.
- f. **Review Space Program:** ADG will assist in the development and or review the Space Program for the Project. The space program is a mathematical model outlining each space's intended use and the required square footage necessary to meet the user(s)' needs and the City's Project Requirements.
- g. **Review Project Schedule and Budget:** ADG will review the design team's development schedule and budget for readily observable errors and omissions. Additionally, ADG will review the schedule and budget based on construction techniques and costs common to the Norman area.
- h. **Review RFQ and RFP:** ADG will assist in the development and or review of RFQs and RFPs for design services as appropriate for each Project. RFQs and RFPs are the basis for complete and quality work provided by qualified consultants.
 - i. **Incorporate into the Overall Implementation Plan:** ADG will analyze, review, and incorporate the Project's specifics into the overall Program Schedule then update this information for the period of performance of the contract.

C. Construction Document and Cost-Estimate Review

- a. **Construction Document Review:** ADG will review the City's consultants' submittals on behalf of the City reviewing the consultants' documents for readily observable omissions, code issues, ADA issues, etc. ADG will also review the documents to make sure the consultants are picking up specific items the City wants addressed as discussed in meetings and reviews with the consultants'; Action Item follow up. Additionally, ADG will review the documents for constructability noting issues and concerns from a contractor's point of view.
 - i. **Cost Estimate Reviews:** ADG will review the consultant's cost estimate at each submittal. ADG will apply known current local market cost information to the consultant's quantities as a check to the Project budget.
 - ii. **Other Items:** A value review will be completed at the end of each review, ADG will assemble comments and suggestions from the review team to identify areas where better value may exist by using different manufacturers/materials and/or different construction techniques. LEED Review and Consultant invoice review will also be completed by ADG on an as-needed basis.

D. Bid/Construction Phase Services

- a. **Review RFQ and RFP:** ADG will assist in the development and or review RFQs and RFPs for construction services as appropriate for the Project. RFQs and RFPs are the basis for complete and quality work provided by qualified contractors.
- b. **RFI and Change Order Assistance:** when requested, ADG will review RFI's and Change Orders requiring assessment by the City.
 - i. **Monitor Progress and Pay Application Review:** ADG will attend weekly construction meetings conducted by the Contractor. ADG will review Project progress to determine in general if the Work is being completed in conformance with the Contract Documents. ADG will document field observations at each site visit in order to determine in general if Pay Applications are representative of the Work performed for the specified period.
 - ii. **Punchlist Preparation and Review:** ADG will review a Punchlist prepared by the Contractor for Substantial Completion and back-check the Punchlist items as they are completed. Program Manager will add to and supplement the Contractor's Punchlist as required.
 - iii. **Prepare Monthly Report:** ADG will prepare a progress report monthly identifying the status of the Project, the Project schedule, and the Project budget for review with the City.

E. Furniture, Fixtures, & Equipment (FF&E) Services

- a. ADG's Basic Services consist of those described below. Services not included below are Supplemental or Additional Services.
 - i. Fees associated with FF&E Services have been itemized on a per-project basis in Exhibit C, C1, C2, C3, C6 and C7. Absence of an itemized FF&E fee for a specific project within the program is indicative of FF&E Services being excluded from the Scope of Basic Services.
- b. ADG shall coordinate its services with those services provided by the Owner. ADG shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. ADG shall provide prompt written notice to the Owner if ADG becomes aware of any error, omission, or inconsistency in such services or information.
- c. As soon as practicable after the date of this Agreement, ADG shall submit for the Owner's approval a schedule for the performance of ADG's FF&E services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by ADG or Owner. With the Owner's approval, ADG shall adjust the schedule, if necessary, as the Project proceeds until the commencement of the FF&E Work.
- d. **Schematic Design Phase Services**
 - i. ADG shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to ADG's services.
 - ii. ADG shall discuss with the Owner alternative approaches to design and selection of FF&E, and options for procuring FF&E.
 - i. Based on the Owner's approval of the program, ADG shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of preliminary furniture layouts, and may include preliminary options for FF&E.
 - ii. ADG shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E. The Owner may obtain more advanced sustainable design services as an additional service.

- iii. ADG shall consider the value of alternative materials together with other considerations based on program and aesthetics, in developing a design for the FF&E for the Project that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E.
- iv. ADG shall submit to the Owner an estimate of the Cost of the Work for FF&E.
- v. ADG shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

e. Design Development Phase Services

- i. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work for FF&E, ADG shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. The Design Development Documents shall include FF&E selections and specially designed FF&E items or elements, and may include product data and illustrations to indicate finished appearance and functional operation of FF&E.
- ii. ADG shall update the estimate the Cost of the Work for FF&E.
- iii. ADG shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate, and request the Owner's approval.

f. Furniture, Fixtures, & Equipment - Documents Phase Services

- i. Based on the Owner's approval of the Design Development Documents, ADG shall prepare for the Owner's approval FF&E Documents consisting of drawings and specifications setting forth in detail the FF&E Work for the Project, including requirements for location, procurement, fabrication, shipment, delivery, and installation of the FF&E. The Owner and ADG acknowledge that in order to perform the Work the Vendor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which ADG shall review.
- ii. ADG shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the FF&E Documents.
- iii. ADG shall submit the FF&E Documents to the Owner, update the estimate for the Cost of the Work for FF&E, and advise the Owner of any adjustments to such estimate, and request the Owner's approval.

g. Furniture, Fixtures, & Equipment – Procurement Phase Services

- i. Following the Owner's approval of the FF&E Documents, ADG shall assist the Owner in establishing a list of prospective vendors for FF&E.
- ii. ADG shall assist the Owner in obtaining quotations for FF&E. Quotation Documents shall consist of quotation requirements and the proposed Contract Documents.
- iii. ADG shall prepare written responses to questions from prospective vendors and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.
- iv. ADG shall assist the Owner in reviewing quotations. ADG shall assist the Owner in awarding contracts for vendors.

h. Furniture, Fixtures, & Equipment – Contract Administration Phase Services

- i. Assistance with coordinating schedules for fabrication, delivery, and installation of the Work. ADG will not be responsible for failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.
- ii. Review and approval, or other appropriate action, of Vendor submittals such as Shop Drawings, Product Data, and Samples – but only for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents.
- iii. As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings, and equipment at the time of their delivery to the premises and installation unless otherwise agreed. ADG will not act as the Owner's agent in contractual matters.
- iv. ADG shall review final placement and inspect for damage, quality, assembly, and function in order to determine that furniture, furnishings, and equipment are in accordance with the requirements of the Contract Documents. ADG may recommend to the Owner acceptance or rejection of furniture, furnishings, and equipment.
- v. ADG shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. ADG shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

i. Additional Scope

- i. Development Center:
 1. Initial value engineering exercise, due to furniture budget decrease, prior to existing furniture inventory
 2. Secondary value engineering exercise and updates after existing furniture inventory was complete
 3. Scope additions due to architectural millwork value engineering (treasury, customer service, admin spaces, breakroom)
 4. Coordination and revision of furniture layout at the Planning open office area with McKinney Partnership due to architectural millwork changes
 5. Floor plan changes in Planning
 6. Revised furniture programming and selections twice based upon re-evaluations of furniture needs and changes by Planning occupants
 7. Updates to existing furniture inventory as occupants have archived and moved furniture/storage
- ii. City Hall, Building 201:
 1. New furniture in offices in Mayor's Suite & reception desk that were added to scope
 2. Document review for new fixed seating in Chambers

3. Revisions to Cardex unit area that required additional coordination with McKinney Partnership
- iii. Municipal Courts:
 1. Post inventory changes in FF&E
 2. Additional sit test and finishes meeting to select non-standardized finishes
- iv. Building C:
 1. Re-inventory existing furniture.
 2. Provide furniture floor plan layout diagrams for relocated existing furniture and new furniture (based upon standards set in the Development Center project).
 3. Meet with the City of Norman user group directors to verify layouts.
 4. Coordinate new furniture items with furniture dealer and review bill of materials for order.
 5. Coordinate with City of Norman move coordinator/representative regarding IT installation.
 6. Coordinate with the City of Norman move coordinator/representative, ADG/Blatt program management, furniture dealer, and general contractor for furniture installation dates, phasing, and sequencing.
 7. Create schedule to integrate existing furniture relocation with new furniture delivery phasing and sequencing.
 8. Provide on-site coordination of FF&E deliveries and relocation.
 9. Provide final documentation of surplus FF&E as cross-referenced with the existing furniture inventory.
 10. Provide furniture floor plan layout diagrams for relocated existing furniture, new furniture, and remaining furniture to be relocated to surplus (diagrams provided at each room in existing location and new location).
- v. Senior Wellness Center
 1. Verification by Audio/Visual consultant (ADG/Blatt sub-consultant) that the existing architectural/electrical drawings include the necessary devices and ports to fulfill the Audio/Visual-related functions of the space.
 2. Coordination with client and Audio/Visual consultant on final decisions for monitors and associated equipment based on desire use.
 3. Working with Audio/Visual consultant for their selection, procurement, and installation of monitors and associated equipment, and conducting needed coordination with the client, program management team, and architectural team.

F. Davis Bacon Compliance Administration – North Base Maintenance Complex, ECOC, and North Base Wash Bay

- a. Included in the scope of this task will be to serve as the City's designated representative to ensure all responsibilities of the assistance recipient are met. These requirements are below.

- b. **Wage Determinations:** ADG will obtain all necessary wage determinations from the Wage Determination website at <https://beta.SAM.gov> as directed by the Department of Labor. Wage determinations will be updated throughout the project based on Department of Labor Guidance.
- c. **Bid/Contract Documents:** ADG will assemble wage determination and labor provision documents as required by the Department of Labor and provide them in digital form to the City for further distribution to the City's General Contractor and the General Contractor's sub-contractors.
- d. **Notices and Posters:** ADG will ensure the "Employee Rights Under the Davis-Bacon Act" poster as well as applicable wage determination information is located in a prominent and accessible location easily seen by employees.
- e. **Debarred Companies:** ADG will search all contractors through the Office of Federal Contract Compliance Programs Debarred Companies tool at www.sam.gov/SAM/ to ensure no contracts are awarded to ineligible contractors.
- f. **Certified Payrolls:** ADG will spot check weekly certified payrolls received by the City from the General Contractor. It is anticipated that these reviews will focus on DBRA compliance and that certified payrolls received by the City will be accompanied by Federal Form WH-347. Following our review, ADG will submit written documentation to the City indicating whether the certified payroll is in fact in compliance with current DBRA requirements. It is anticipated that this documentation will largely be for City of Norman's files in the event that an audit is conducted by the FTA at a later date. It is anticipated that the Contractor (or payment supervisor) will provide a signed Statement of Compliance with each certified payroll submittal. ADG will support the City in periodically submitting assurance to the Sponsored Projects Office (SPO) certifying that Davis-Bacon has been satisfied for each week employees are paid.
- g. **Sole Source Contracts:** In the event of a sole source contract, ADG will ensure the proper wage determinations are included in the contract as well as all labor standards that apply.
- h. **On-Site Interviews:** ADG will conduct regular, half-day, on-site interviews with laborers and mechanics of contractors and sub-contractors using Standard Form 1445 to validate and test payroll data. ADG will interview at least one person from every contractor and subcontractor company on the job site. At least one interview will be completed within the first two weeks after construction begins and whenever a new subcontractor begins work on the project. A final interview round will be completed near substantial completion of the project while workers are still on site. In the event that a contractor or sub-contractor is anticipated to be at risk for violating prevailing wage requirements and/or there is a complaint, ADG will increase the frequency to half-day, monthly, targeted on-site interviews to ensure laborers and mechanics are being paid the correct wage rates and fringe rates in accordance with the most recent wage determinations. All interview forms will be provided by ADG in digital form for the City's records.
- i. **Periodic Apprentices and Trainees Review:** During on-site interviews, ADG will ensure all contractor and sub-contractor apprentices and trainees are either (1) registered with one of the approved apprenticeship program agencies, or (2) qualifies as a person in the first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been properly certified to be eligible for probationary employment as an apprentice. In addition, ADG will ensure apprentices and trainees are making the proper wage rate specified by the particular program in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination, and that they are utilized at the job site per the ratio of journeymen permitted under the approved program.
- j. **Report Potential Violations:** ADG will notify the City of Norman immediately of any potential Davis-Bacon violations with documentation to report to the EPA Davis-Bacon contact and DOL Wages and Hours District Office of Oklahoma.

- k. **Maintain Full Documentation:** ADG will provide the City all files related to the project on an on-going basis as well as two copies of a complete master file after the project is completed, packaged on either a CD or hard drive for the City's records. Guidance from DOL indicates that records provided by ADG should be kept on file by the City of Norman for no less than 3-years following the completion of the project.
- l. **Check DBE Subs:** In cases where the Contractor includes any Disadvantaged Business Entity (DBE) sub-contractors, ADG will verify during on-site interviews that the DBE sub-contractor is present on the site and is properly identified in the payroll.
- m. **Prompt Payment:** ADG will do a periodic review to ensure the General Contractor is paying all sub-contractors in a reasonable and timely manner.
- n. **Federal Grant Allocation Assistance:** ADG will support the City in the administration of Federal Grant dollars and provide any necessary documents, reports, or other relevant materials to communicate the status of Federal funding on this project.

G. Construction Phase Services – North Base Maintenance Complex, ECOC, and North Base Wash Bay

- a. Included in the scope of this task will be the general coordination and correspondence with the City of Norman, the General Contractor (GC) or Construction Manager (CM) and the Architect until such time that an NTP has been issued by the City to the GC or CM. Once the noted NTP has been issued and construction activities have started, the following activities below will be completed by ADG.
- b. **Weekly Site Visits:** ADG will make a total of two (2) site visits each week. It is anticipated that these site visits will be no more than a half-day in length and will include general construction observation for conformance with the Construction Documents. Photo documentation of current construction activities and the general status of the project will be made with each visit. One (1) visit each week will be completed immediately before or immediately after the weekly OAC meeting for the project. Attendance at the weekly OAC meeting will be included in the scope of this task.
- c. **Monitor Owner's Consultants:** ADG will monitor consultant activities on a weekly basis. This effort will include tracking the status of specific construction-related action items (RFIs, ASIs, Submittals, etc.) to ensure Consultants retained by the Owner are completing activities in a diligent and efficient manner.
- d. **Weekly Field Reports:** ADG will provide a weekly field report that includes a narrative speaking to Work Observed, Items Discussed and Deficiencies Noted. In addition, photo documentation of the status of construction during these visits will be provided. Reports will be submitted to the City for further distribution as appropriate.
- e. **Monthly GC / CM Pay Application Review:** ADG will review Monthly Pay Applications prepared by the GC / CM to confirm the noted application correctly reflects the work completed by the GC / CM to date. Notes and comments will be added as appropriate and forwarded on to the City for review and consideration.
- f. **Monthly/Weekly Schedule Review:** Schedules provided by the GC / CM will be reviewed to confirm that current tasks, phases, and activities are tracking correctly to complete the project on time. ADG will identify for the City any future tasks, phases, or activities which ADG believes may be of issue or effect the anticipated completion date of the project. It is anticipated that the rhythm of this review will coincide with the frequency at which the GC / CM issues the project schedule.
- g. **Review of PCOs and Change Orders:** ADG will review PCOs and Change Orders issued by the GC / CM to the Owner. The goal of this review will be to ensure changes to the construction contract are warranted and cost-appropriate. Notes and comments will be added as appropriate and forwarded on to the City for review and consideration.

- h. **Monitor Submittal and RFI process:** To ensure that the Consultant team and GC / CM are properly assisting each other in the documentation of construction activities, ADG will monitor the submittal and RFI process. This effort will include weekly review of the GC's / CM's RFI and Submittal logs to check for items which may be overdue. Follow-up conversations and correspondence with the Consultant team and/or GC / CM will be completed by ADG as appropriate.
- i. **Review of Proposed Construction Changes:** In the event that changes to the scope or nature of construction is proposed by either the Design Team or the GC / CM, ADG will review the proposed changes and provide input and recommendations to the City of Norman for consideration.

H. Close-Out and Post-Construction Services – North Base Maintenance Complex, ECOC, Municipal Complex (Phase III: Building C), and North Base Wash Bay

- a. As construction nears completion, ADG will support the City by assisting the project team with close-out and post-construction services. Included in the scope of this task will be ADG's attendance at pre-final and final walk throughs. ADG will monitor the completion of punch list items identified by the design team and will communicate punch list status to the City as appropriate. It is also anticipated that the GC and/or their sub-contractors will be providing some level of systems training at the completion of the project. ADG will monitor this effort to ensure adequate training and information is provided to the City on all pertinent building systems. ADG will also monitor the submittal of all close-out documents including manuals, warranties, and other related materials to the Owner by the GC / CM and vendors involved in the project.

I. Existing Furniture FF&E Services

- a. ADG's Basic Services for Existing FF&E Inventory consist of those described below. Services not included below are Supplemental or Additional Services.
- b. Included in the scope of this task is to assess and document existing furniture (at the locations listed below) to verify existing furniture location/quantity/condition/description, analysis of the existing furniture and recommendations for relocation, and placement of that furniture on the floor plans. It is understood that the scope of work at the City of Norman Campus to include furniture and movable storage (office equipment excluded) in the following areas:
 - i. Building A
 - ii. Building B
 - 1. Limited to Municipal Court on the main floor
 - 2. Police Department on the main floor and Basement are not included in this project scope.
 - iii. Building C
 - 1. The following rooms will be inventoried, but will not have existing furniture items relocated:
 - a. West Conference Room
 - b. Computer Training Lab
 - c. HR Storage / ID Photo Area
 - d. HR Files
 - e. Computer Specialist Office
 - f. HR Admin Tech IV Office
 - g. HR Benefits Specialist Office

- h. HR Files / Storage
- i. HR Testing Room
- j. HR Employment Tech Office (and empty office adjoining)
- k. HR Conference Room
- l. HR Copy Room / Storage / Breakroom
- m. Director of Human Resources Office
- n. HR Safety Manager Office
- o. HR Training & Development Manager Office
- p. Series Programmer / Web Developer / Telecommunications Office
- q. Three (3) System Administrator Offices
- r. Program Analyst Office
- s. Three (3) System Support Tech Offices
- t. IT Admin Tech IV Office
- u. Training Bridge Office
- v. Network Support Supervisor Office
- w. Director of IT Office
- x. IT Operations Manager Office
- y. Printer Services Operator I Office
- z. Printer Services Operator II Office
- aa. Print Shop Paper Storage

iv. Building 201

- 1. Limited to Large Conference Room and Mayor's suite

v. 115 West Gray Street – Couch Communications

vi. Cascade Water Tower

J. Existing Furniture Relocation Services for Development Center and Municipal Court

- a. Obtain cost estimates from moving companies, assist CON move coordinator/representative in selection of moving company, coordinate dates/times with selected moving company after move/relocation schedule is finalized
- b. Verify current locations of existing tagged furniture per furniture inventory, performed by ADG in the Summer of 2019, from Cascade Water Tower, 115 W. Gray (Couch Communications), CON Building A, CON Building C
- c. Provide furniture floor plan layout diagrams for relocated existing furniture, new furniture, and remaining existing furniture to be relocated to Surplus (diagrams provided at each room in existing location and new location)
- d. Coordinate with the CON move coordinator/representative regarding IT installation
- e. Coordinate with CON move coordinator/representative, ADG|Blatt program management, furniture dealer, and general contractor for furniture installation dates, phasing, and sequencing

- f. Create schedule to integrate existing furniture relocation with new furniture delivery phasing and sequencing
- g. Provide on-site coordination of FF&E deliveries and relocation
- h. Provide final documentation of surplus FF&E as cross-referenced with the existing furniture inventory

EXHIBIT B ADDITIONAL SERVICES

Additional Services will only be provided upon prior written and clearly detailed direction of The City. The Program Manager may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by The City's own forces, which work or services are outside the scope of work of Program Manager's contracted services.
2. Provide analysis and services related to future facilities, systems improvements and equipment, which are not intended to be designed or constructed as a part of the Program.
3. Provide "ground-up" construction cost estimates for Projects, except for conceptual cost estimates required to produce the Program Budget.
4. Provide architectural and engineering design services required for any individual Project that includes but is not limited to building design, selection and procurement of equipment and other related equipment for the individual Projects.
5. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.
6. Make revisions due to deficiencies or conflicts in documents prepared by The City, third party architects and/or engineer of record for any Project, if required, in which case the Program Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
7. Provide professional services made immediately necessary by the default of the architect and/or engineer of record or contractor for any Project, if required, in which case the Program Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
8. Trips requested by The City which require travel of more than 50 miles in one direction.
9. Produce miscellaneous presentation materials not originally anticipated as a part of the Program.
10. Provide extraordinary and continuing alternative dispute resolution services.
11. Prepare to serve or serve as expert witness in connection with any legal proceeding.
12. Provide detailed building surveys and produce existing condition drawings of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.
13. Provide assistance in public relations or marketing efforts either with Program Manager's employees directly or through a sub-consultant of Program Manager, which sub-consultant will be submitted to Program Coordinator for approval.
14. Prepare a Master Plan focusing on the urban nature of the site.
15. Services required by Program Manager resulting from delays caused in whole or in part by:
 - a. Changes to the Program or to Project(s) directed by The City
 - b. Default of Architect, Contractor or Construction Manager
16. Assessment of existing FF&E for reuse except for the facilities specifically described under Basic Services.

17. Provision of program management services beyond March 1, 2022. Exceptions to this item exist. The following services are included in Basic Services and are anticipated to extend past the subject date:
 - a. Municipal Complex Renovations: Phase I and II (2008 Bond Authorization).
 - b. Senior Wellness Center
 - c. Indoor Aquatics Facility
 - d. Indoor Multi-Sport Facility
 - e. Reaves Park
 - f. ECOC
 - g. Municipal Complex Renovations: Phase III (Building C)
 - h. North Base Wash Bay
 - i. Municipal Complex: Existing Furniture Relocation
 - j. **Municipal Complex Building C: FF&E Services**
 - k. **Senior Wellness Center : FF&E Additional Services**
18. Provision of Basic Services for portions of the Young Family Athletic Center associated with financial contributions by Norman Regional Health Systems.
19. Davis-Bacon Compliance Administration: weekly correspondence with FTA or DOL regarding Certified Payrolls
20. Monthly budget reports related to the North Base Maintenance Complex
21. Cost-estimating services related to the North Base Maintenance Complex
22. Public presentations related to the North Base Maintenance Complex

**EXHIBIT C7
COMPENSATION AND SCHEDULE OF VALUES
CONTRACT FOR PROGRAM MANAGEMENT SERVICES**

BASIC SERVICES

In addition to the Basic Services contained in Exhibit C, Program Manager shall also be compensated on each project according to the following schedule:

COMPENSATION SUMMARY		Fee (Lump Sum)
20.0	Senior Wellness Center	\$ 13,000
22.1	FF&E Additional Services – Audio Visual Consultant	\$ 13,000
21.0	Municipal Complex Building C: FF&E	\$ 16,800
21.1	Existing Furniture FF&E, FF&E Design and Procurement	\$ 16,800
	Total Fee	\$ 29,800

All reimbursable expenses, including the cost of sub-consultants shall be billed to the Owner at Cost + 15%. Not to Exceed (NTE) limits for Reimbursable Expenses shall apply per the following schedule:

18.0 North Base Wash Bay \$10,000

Travel expenses shall be billed at the rate then published by the General Accounting Office of the Federal Government.

ADDITIONAL SERVICES

Additional Services shall be billed to the City on an hourly basis according to the following schedule:

Administrative Staff

Principal	\$250/hr
Director of Program Management	\$230/hr
Director of Urban Planning	\$160/hr
Director of Landscape Architecture	\$125/hr
Program Management Project Manager	\$ 90/hr
Office Coordinator	\$ 60/hr
Marketing Manager	\$110/hr
Marketing Coordinator	\$ 95/hr
BIM Manager	\$110/hr
Project Coordinator	\$ 85/hr

Construction Administration Staff

Senior Construction Administrator	\$ 85/hr
Construction Administrator	\$100/hr

Production Staff

Project Manager (Architect III)	\$180/hr
Architect II	\$125/hr
Architect I	\$115/hr
Intern Architect III	\$105/hr
Intern Architect II	\$ 95/hr
Intern Architect I	\$ 90/hr
Architectural BIM Specialist	\$ 65/hr
Specification Writer	\$100/hr

Design Staff

Director of Architecture	\$225/hr
Director of Design	\$280/hr
Interior Design Manager	\$135/hr
Interior Designer III	\$130/hr
Interior Designer II	\$105/hr
Interior Designer I	\$ 70/hr

Engineering Staff

Director of MEP	\$215/hr
Mechanical Designer I	\$100/hr
Mechanical Designer II	\$125/hr
Mechanical Designer III	\$150/hr
Mechanical Engineer I	\$125/hr
Mechanical Engineer II	\$150/hr
Mechanical Engineer III	\$175/hr

Program Management

Director of Program Management	\$230/hr
Project Coordinator	\$ 85/hr
Construction Observer II	\$105/hr
Construction Observer II	\$130/hr
Project Manager I	\$ 90/hr
Project Manager II	\$125/hr
Project Manager III	\$160/hr
Project Manager IV	\$180/hr

The Program Manager shall notify the City, and receive a written authorization from the City, prior to providing any services which are outside the scope of BASIC SERVICES. Part of this notification shall include an estimated Not to Exceed cost for provision of the additional services.

Additional Services invoiced to the City shall be grouped by phase, task, or activity as directed by the City. All reimbursable expenses, including the cost of sub-consultants, shall be billed to the City at cost + 15%.

File Attachments for Item:

17. CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF REQUEST FOR PROPOSAL RFP-2223-56 AND CONTRACT K-2223-140: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ACS PLAYGROUND ADVENTURES, INC., IN THE AMOUNT OF \$200,000, PERFORMANCE BOND B-2223-77; STATUTORY BOND B-2223-78, AND MAINTENANCE BOND MB-2223-63 FOR THE BENTLEY PARK PLAYGROUND PROJECT, AND RESOLUTION R-2223-123 GRANTING TAX EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/25/2023

REQUESTER: James Briggs, Park Development Coordinator

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF REQUEST FOR PROPOSAL RFP-2223-56 AND CONTRACT K-2223-140: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ACS PLAYGROUND ADVENTURES, INC., IN THE AMOUNT OF \$200,000, PERFORMANCE BOND B-2223-77; STATUTORY BOND B-2223-78, AND MAINTENANCE BOND MB-2223-63 FOR THE BENTLEY PARK PLAYGROUND PROJECT, AND RESOLUTION R-2223-123 GRANTING TAX EXEMPT STATUS.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward Initiative, which funds various projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward Initiative is a project to build new neighborhood parks. The funds for this project are “pay-go,” meaning it can only be completed once the funds are available. The overall NORMAN FORWARD Neighborhood Park Improvement Plan was presented to the Board of Park Commissioners in March 2017 and then to the City Council in May 2017 for approval. Songbird Park was the first new neighborhood park built with Norman Forward funding in 2019. Bentley Park will be the second. In April of 2022, the Norman Board of Park Commissioners named the park after Lionel Bentley after Mr. Bentley passed away and the family donated \$230,000 to the Norman Park Foundation for park improvements around Norman. The new Bentley Park will serve the Bellatona and Summit Valley neighborhoods located near the intersections of Imhoff Road and 36th Ave SE.

The Bentley Park Playground Project will include a playground area with separate equipment for children aged 2-5 years and 5-12 years old, complete with synthetic grass safety surfacing and shade coverings.

DISCUSSION:

The Bentley Park Playground was advertised on February 11 & 17, 2023 (RFP Number 2223-56) in the *Norman Transcript*, *Southwest Construction News*, *Bid News*, *Construct Connect*, and *Dodge Report*. Requests for proposals were distributed directly to five playground equipment vendors, four of whom responded with proposals.

Parks and Recreation staff evaluated the playground proposals based on providing the optimum number of diverse play events, overall play area, and age appropriateness for the neighborhood. The play equipment chosen maximized play value for all ages by incorporating multi-level play decks, stand-alone spinners, climbing components, and slides with heights that range from 3 feet to 8 feet tall. This range of equipment allows children of all ages to enjoy the equipment in various ways. The additional stand-alone play components in the playground include other unique play equipment, which sets it apart from other proposals and makes the playground even more innovative and able to accommodate a range of ages and abilities on this equipment. All bidders were asked to maximize the \$200,000 playground budget and include accessible features in their proposal. When the different projects were compared, it was determined that the playground offered by ACS Playground Adventures Inc. presented the most significant number and variety of play features versus the total price.

RECOMMENDATION NO. 1:

It is recommended that Request for Proposal RFP 2223-56 be awarded to ACS Playground Adventures, Inc., in the amount of \$200,000 for the Bentley Park Playground Project. The funding of \$200,000 is available for this project in the Norman Forward New Neighborhood Parks Account (account 51798830-46101; project NFP104)

RECOMMENDATION NO.2:

It is further recommended that City Council approve Contract K-2223-140, Performance Bond B-2223-77, Statutory Bond B-2223-78, and Maintenance Bond MB-2223-63

RECOMMENDATION NO.3:

It is further recommended that ACS Playground Adventures Inc. be authorized and appointed as project agents for the Bentley Park Playground Project by Resolution Number R-2223-123 to avoid the payment of sales tax on the purchase of equipment and materials for the project.

TABULATION OF BID QUOTES
BENTLEY PARK PLAYGROUND PROJECT

The following is a tabulation of quotes received by the City of Norman for the Bentley Park Playground Project. Funding for this project is available in the Norman Forward New Neighborhood Parks Account Number 51798830-46101, Project Number NFP104.

<u>Contractor</u>	<u>Bid Amount</u>
HAPPY PLAYGROUNDS, LLC (TULSA, OK)—OPTION 1	\$200,000.00
HAPPY PLAYGROUNDS, LLC (TULSA, OK)—OPTION 2	\$200,000.00
THE PLAYWELL GROUP, INC. (BOERNE, TX)	\$291,449.78
CUNNINGHAM RECREATION (CHARLOTTE, NC)	\$199,996.47
PLAY BY DESIGN (TULSA, OK)	\$199,920.00
ACS PLAYGROUND ADVENTURES (OKC, OK)—OPTION 1	\$200,000.00
ACS PLAYGROUND ADVENTURES (OKC, OK)—OPTION 2	\$200,000.00

Staff recommends awarding the request for proposal to ACS Playground Adventures Inc., in the total amount of \$200,000.00 for the Bentley Park Playground Project.

Contract # K-2223-140**CONTRACT**

THIS CONTRACT made and entered into this ____ day of _____, 20 __, by and between ACS Playground Adventures Inc., as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

WITNESSETH

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

BENTLEY PARK PLAYGROUND

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

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

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: Two Hundred Thousand DOLLARS and No CENTS (\$ 200,000.00);

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

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

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

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

Contract # K-2223-140

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

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

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

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

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

The Notice to Bidders published in the Norman Transcript February 11 and 17, 2023, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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

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

Contract # K-2223-140

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____, 20____.

CORPORATE SEAL

ACS Playground Adventures, Inc.
Company Name

ATTEST: _____

Corporate Secretary

BY _____

President or Managing Partner

STATE OF OklahomaCOUNTY OF Oklahoma

Clint Pitzer, 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.

Clint Pitzer
President

Subscribed and sworn to before me this 10th day of April, 2023.

Jana Taylor
Notary Public

My Commission Expires: 10/16/2025Commission Number: 13009645

JANA TAYLOR
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES OCT. 16, 2025
COMMISSION # 13009645

CITY OF NORMAN

Approved as to form and legality this 13 day of April, 2023.

Ann Boale
City Attorney

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

ATTEST: _____

Mayor

City Clerk

PERFORMANCE BONDBond # B-2223-77

Old Republic Bond No.: 7439351

KNOW ALL MEN BY THESE PRESENTS:

That we, ACS Playground Adventures Inc., as Principal, and
 *, a corporation organized under the laws of the State of WI, and authorized to transact
 * Old Republic business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF
 Surety Company NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full
 and just sum of Two Hundred Thousand DOLLARS and No CENTS, (\$ 200,000.00), for the
 payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs,
 executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by
 these presents. Dated this _____ day of _____, 20____.

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

BENTLEY PARK PLAYGROUND

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

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

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

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

Bond # B-2223-77

ATTEST:

Clint Pitzer
Corporate Secretary

ACS Playground Adventures, Inc.

BY Clint Pitzer
Principal Clint Pitzer, President

ATTEST:

Cassidy Scott
Cassidy Scott, ~~Witness~~ Corporate Secretary (Surety)

Old Republic Surety Company

BY Dillon Rosenhamer
Dillon Rosenhamer, Attorney-in-Fact Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of April, 2023 personally appeared Clint Pitzer to me know to be the identical person who executes the foregoing, and acknowledge to me that He executed the same as His 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.

Jana Taylor
Notary Public Jana Taylor

My Commission Expires: 10/16/2025
Commission Number: 13009645

Approved as to form and legality this 13 day of April, 2023.

Rebecca
City Attorney

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

ATTEST:

Mayor_____
City Clerk

STATUTORY BONDBond # B-2223-78

Old Republic Bond No.: 7439351

KNOW ALL MEN BY THESE PRESENTS:

That we, ACS Playground Adventures Inc., as Principal, and Old Republic Surety Company, a corporation organized under the laws of the State of WI, 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 Thousand DOLLARS and No CENTS, (\$200,000.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of April, 2023.

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

BENTLEY PARK PLAYGROUND

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

NOW, THEREFORE, if the said ACS Playground Adventures, Inc. 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-2223-78

ATTEST:

Clint Pitzer
Corporate Secretary

ACS Playground Adventures, Inc.

Company Name

BY

Clint Pitzer
Principal

Clint Pitzer, President

ATTEST:

Cassidy Scott
Cassidy Scott, Witness Corporate Secretary (Surety)

Old Republic Surety Company

Surety Name

BY

Dillon Rosenhamer
Dillon Rosenhamer, Attorney-in-Fact Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 10 day of April, 20 23 personally appeared Clint Pitzer to me known to be the identical person who executed the foregoing, and acknowledged to me that He executed the same as His 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.

Jana Taylor
Notary Public

Jana Taylor

My Commission Expires: 10/16/2025Commission Number: 13009645Approved as to form and legality this 13 day of April, 20 23.

Derbol
City Attorney

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

ATTEST:

Mayor

City Clerk

MAINTENANCE BOND

Bond # MB-2223-63
 Old Republic Bond No.: 7439351

WHEREAS, THE UNDERSIGNED ACS Playground Adventures Inc., hereinafter referred to as the Principal, has entered into a certain contract dated _____, 20____, for the construction of:

BENTLEY PARK PLAYGROUND

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Old Republic Surety Company, as a corporation organized under the laws of the State of WI, 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 Thousand Dollars and No CENTS (\$ 200,000.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

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

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

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

Bond #MB-2223-63

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


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

ATTEST:  ACS Playground Adventures, Inc.
Corporate Secretary

Mailing Address of Principal: BY 
Principal Clint Pitzer, President

8501 Mantle Ave.

Oklahoma City, OK 73132

Old Republic Surety Company
BY: 
Surety Name
Dillon Rosenhamer, Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:


Before me, the undersigned, a Notary Public in and for said County and State, this 10 day of April, 2023, personally appeared Clint Pitzer to me known to be the identical person who executed the foregoing, and acknowledge to me that He executed the same as His free and voluntary act and deed for the uses and purposes therein set forth.

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


Notary Public Jana Taylor

My Commission Expires: 10/16/2025
Commission Number: 13009645

Approved as to form and legality this 13 day of April, 2023.


City Attorney

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

Mayor

ATTEST: _____
City Clerk



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
 Vernon D. Dutton, Mike Ross, Jeffrey J. Burton, Jana Dean, Bill Orcutt, Carrie Jo True,
 Dillon Rosenhamer, Jana Taylor, John Hester, Cassidy Dolph of Oklahoma City, OK

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19th day of March, 2020

Karen J. Haffner
 Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
 President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 19th day of March, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
 Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87 8807



Signed and sealed at the City of Brookfield, WI this _____ day of _____

Karen J. Haffner
 Assistant Secretary

Resolution

R-2223-123

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING
ACS PLAYGROUND ADVENTURES, INC., AS PROJECT
AGENT FOR THE BENTLEY PARK PLAYGROUND
PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by ACS Playground Adventures, Inc., for the Bentley Park Playground Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on ACS Playground Adventures, Inc., 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, ACS Playground Adventures, Inc., to purchase materials which are in fact used for the Bentley Park Playground Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that ACS Playground Adventures, Inc., 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 25th day of April, 2023, did appoint ACS Playground Adventures, Inc., who is involved with the Bentley Park Playground Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Bentley Park Playground Project for the City of Norman.

PASSED AND ADOPTED THIS 25th day of April, 2023.

Mayor

ATTEST:

City Clerk







Scale: 1"=20'

0 10' 20' 40' 80'

N

File Attachments for Item:

16. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE SUBMISSION OF THE NORMAN FORWARD IMPLEMENTATION PLAN REVISED MARCH, 2023.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/09/2023

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE SUBMISSION OF THE NORMAN FORWARD IMPLEMENTATION PLAN REVISED MARCH, 2023.



Reaves Park Baseball/Softball Complex



James Garner Avenue Overpass of Robinson Street



Adult Wellness Center Groundbreaking



Young Family Athletic Center Natatorium

NORMAN FORWARD Implementation Plan **May 2016** Revised 3/2023

NORMAN FORWARD

Implementation Plan

I. Executive Summary

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

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

The NORMAN FORWARD program includes:

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

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

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

- The East Branch Library
- The Central Branch Library
- The Westwood Family Aquatic Center
- The Westwood Tennis Center
- The Ruby Grant Park (Phase I)
- The Andrews Park Redevelopment
- Reaves Park

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

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

II. Background

The History of NORMAN FORWARD

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

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

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

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

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

Public Involvement

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

- Review actual and projected NORMAN FORWARD Sales Tax (NFST) revenues;
- Recommend mix of project financing including pay as you go ("paygo") and debt financing;
- Review pace and sequencing of construction of projects;
- Review Council actions related to expenditures of NFST monies;
- Recommend strategies for long term operations and maintenance of facilities;
- Report to Council from time to time as warranted and to provide an annual report to City Council;
- Perform such other duties related to NORMAN FORWARD as the City Council directs by motion or resolution;
- Assign one CFOB member to serve with and act as a liaison to certain advisory committees that Council may form from time to time regarding specific NORMAN FORWARD projects.

The Oversight Board consists of nine members, appointed by the Mayor and confirmed by City Council. Members are from various wards and have

backgrounds and experience in accounting, banking, construction, auditing, advertising, operations, and law. Two ex-officio members are part of the Board, including the Mayor (or designee) and City Manager (or designee).

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

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

Process

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

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

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

Documents produced by each consultant will undergo peer reviews conducted by the City staff and Program Manager. The purpose of these reviews is to monitor consultant plans and specifications for conformance with the design intent and the allocated budget. At selected phases of the design process, the ad hoc advisory groups and the Citizens Financial Oversight Board may receive presentations from consultants in order to review the designs.

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

Manager will provide additional field observation for conformance with construction documents.

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

Communication

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

Communication methods include but are not limited to:

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

Implementation Plan Development

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

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

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

Debt vs. Pay-As-You-Go Financing

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

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

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

- Norman Municipal Authority Sales Tax Revenue Note, Series 2015B (dated December, 17, 2015) - \$43,600,000
- Norman Municipal Authority Sales Tax Revenue Note, Series 2017 (dated June 27, 2017) - \$30,950,000
- Norman Municipal Authority Sales Tax Revenue Note, Series 2020 (dated December 17, 2020) - \$22,250,000

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

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

NORMAN FORWARD Debt Issuances Projected vs. Actual

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

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

III. The Projects

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

Project	Original Norman Forward Budget	Revised Budget	Current Estimate
Canadian River Park	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Central Branch Library	\$ 39,000,000	\$ 39,000,000	\$ 35,010,261 *
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304 *
Griffin Land Acquisition	\$ 10,000,000	\$ 2,400,000	\$ 2,400,000
Young Family Athletic Center	\$ 22,500,000	\$ 45,573,207	\$ 45,573,207
Indoor Aquatic Center	\$ 14,000,000	\$ 15,250,270	\$ 15,250,270
Indoor Multi Sport Facility	\$ 8,500,000	\$ 12,082,670	\$ 12,082,670
James Garner Avenue Extension	\$ 6,000,000	\$ 11,472,905	\$ 11,472,905
Parks Projects	\$ 25,500,000	\$ 25,251,278	\$ 24,694,277
Westwood Tennis Center	\$ 1,000,000	\$ 1,801,278	\$ 1,801,277 *
Saxon Park	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Ruby Grant Park	\$ 6,000,000	\$ 6,150,000	\$ 6,146,426 *
Andrews Park	\$ 2,000,000	\$ 2,000,000	\$ 1,463,667 *
Existing Neighborhood Park Renovations	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000
New Neighborhood Park Development	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
New Trail Development	\$ 6,000,000	\$ 4,800,000	\$ 4,800,000
Senior Citizens Center	\$ -	\$ 14,023,277	\$ 14,023,277
Sports Complex Projects	\$ 23,500,000	\$ 25,692,262	\$ 25,692,262
Reaves Park	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Softball & Football Complex	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Griffin Park Soccer Complex	\$ 11,000,000	\$ 13,192,262	\$ 13,192,262
Traffic Improvements	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000
Westwood Family Aquatic Center	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800
Total	\$ 148,300,000	\$ 166,972,662	\$ 161,884,026

* Final Cost

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

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

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

Canadian River Park

Description

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

Scope

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

Published Budget \$2,000,000

Preliminary Estimated Budget

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

Timing

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

Central Branch Library

Description

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

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

Scope

The new Norman Central Branch Library relocated the existing library to a more spacious and modern facility. This branch is the main branch of both Norman and the Pioneer Library System and is approximately 82,000 square feet. The location is north of Andrews Park on City-owned land, primarily the site of the former Rhodes granary.

Published Budget \$39,000,000

Final Expenditures \$35,010,261

Timing

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



East Branch Library

Description

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

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

Scope

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

Published Budget \$5,100,000

Final Expenditures \$4,794,304

Timing

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



Griffin Land Acquisition

Description

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

Project Activities

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

The allocation of Norman Forward funds to the Griffin Land Acquisition project was reduced by the City Council from \$10,000,000 to \$2,400,000 (30 payments of \$80,000) by Resolution R-1819-110 (approved May 14, 2019) and the remaining \$7,600,000 budget was re-allocated to a Norman Forward Senior Citizen's project.

<i>Published Budget</i>	\$10,000,000
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Scope

The identified properties to be acquired are:

- | | |
|------------------------------------|------------------|
| ▪ Griffin Park & Sutton Wilderness | 322.2 acres |
| ▪ Francis Cate Park | up to 14.5 acres |

Total Anticipated Land Acquisition	336.7 acres
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Budget

Land Acquisition	\$10,000,000
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<i>Updated Cost Estimate</i>	\$ 2,400,000
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Timing

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

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

Description

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

Scope

The site for the NORMAN FORWARD Young Family Athletic Center in the University North Park development has been acquired, southeast of the intersection of Rock Creek Road and 24th Avenue N.W. This site will locate the Young Family Athletic Center adjacent to a major retail and hotel lodging district, attracting regional tournaments and meets which will draw participants and their families from throughout the state of Oklahoma and the central U.S. The operating structure is dependent upon successful operating agreements between the City of Norman, Norman Public Schools, Norman Regional Health System, the Sooner Swim Club, and the chosen third-party operator, Santa Fe Family Life.

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



YFAC Funding Sources

Norman Forward	\$25,032,733
James Garner Transfer	\$ 1,500,000
Room Tax Bond	\$ 3,801,683
Norman Forward Trails Project	\$ 1,200,000
NF Road Improvements	\$ 338,000
UNP TIF Fund	\$ 2,734,791
Trae Young Family Foundation	\$ 4,000,000
Norman Regional Health System	\$ 6,966,000
<i>Total Budget</i>	<i>\$45,573,207</i>

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$ 163,000
A&E / Design / Testing	\$ 2,425,475
Construction & FFE	\$ 42,560,915
Project Contingency	\$ 423,817
<i>Total Project Budget</i>	<i>\$45,573,207</i>

Timing

This project broke ground in July of 2021, and construction is underway with a scheduled completion of Fall 2023.

James Garner Avenue Extension*Description*

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

Scope

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

<i>Published Budget</i>	\$6,000,000
<i>Railroad Quiet Zone Funds</i>	\$500,000
<i>Norman Utilities Authority</i>	\$43,617
<i>Additional Norman Forward Fund Balance</i>	\$151,281
<i>FHWA Funds</i>	\$4,825,733

<i>Estimated Budget</i>	
<i>"Phase I" Actual Cost</i>	\$1,947,283
<i>"Phase II" Land Acquisition / Site Prep / Infrastructure</i>	\$102,934
<i>"Phase II" A&E / Design / Testing</i>	\$1,402,140
<i>"Phase II" Construction & FFE</i>	\$7,820,546
<i>"Phase II" Public Art</i>	\$200,000
Total Project Budget	\$11,472,905

Timing

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



Parks Projects

Description

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

Scope

The identified parks projects are:

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

Published Budget

\$25,500,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$ 1,440,000
A&E / Design / Testing	\$ 1,240,000
Construction & FFE	\$21,080,000
Project Contingency	\$ 1,740,000
Total Project Budget	\$25,500,000

Timing

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

Adult Wellness and Education (Senior Citizens) Center

Description

The NORMAN FORWARD Ordinance included the following language:

To construct and to equip a Senior Center through renovation of an existing facility or construction of a new free standing facility at a location to be determined by Council, after consideration of the desires of Norman citizens who would likely use the facility, functionality of proposed facility, and feasibility including how to accomplish other voter authorized municipal complex improvements:

To be funded from proceeds that can be generated from the sale of General Obligation Bonds authorized by voters in 2008, or from revenues generated from the Norman Forward Quality of Life Projects Sales Tax of 2015, to be located in the vicinity of Andrews Park or another site shown to be reasonably available for this purpose.

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

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

In August 2021, Council approved a memorandum of understanding with the Norman Regional Health System to move the location of the Senior Center to

Norman Regional's Porter Campus. The scope of the project was also expanded from a recreational center to a wellness center. The newly renamed "Senior Wellness Center" will be a part of Norman Regional's planned Porter Health Village.

The proposed 30,000 square foot center is set to include an indoor walking track and multiple fitness areas with locker rooms; multipurpose and art specific classrooms as well as lounge areas; a full kitchen for events and programming; outdoor pickleball courts; and a lap pool. Non-profit third party operator Healthy Living & Fitness will operate the facility.

<i>Published Norman Forward Budget</i>	<i>\$0; Amended to \$7,600,000</i>
<i>CARES Act Funding</i>	<i>\$4,800,000</i>
<i>Norman Regional Land Swap Proceeds</i>	<i>\$426,000</i>
<i>Sale of 718 N Porter*</i>	<i>\$1,197,277</i>

**temporarily transferred from the General Fund due to the pending status of the sale of 718 N Porter.*

<i>Preliminary Estimated Budget</i>	
<i>Land Acquisition/Site Prep/Infrastructure</i>	<i>\$427,551</i>
<i>A&E / Design / Testing</i>	<i>\$832,000</i>
<i>Construction & FFE</i>	<i>\$12,283,002</i>
<i>Project Contingency</i>	<i>\$480,996</i>
<i>Total Project Budget</i>	<i>\$14,023,277</i>

Timing

The project officially broke ground in November 2021 and has an estimated completion date in Summer of 2023.



Sports Complex Projects

Description

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

Scope

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

- Reaves Park: additional youth baseball/softball fields with lighting, restrooms, concessions, and additional parking (Budget: \$10,000,000; + \$1,250,000 for adult softball).
- Ruby Grant Park: multi-field football complex with lighting, restrooms, concessions, and parking (Budget \$1,250,000).
- Griffin Park: new outdoor soccer fields with lighting and parking. (\$13,192,262).

Published Budget \$23,500,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$1,800,000
A&E / Design / Testing	\$1,880,000
Construction & FFE	\$20,602,262
Project Contingency	\$1,410,000
Total Project Budget	\$25,692,262

Timing

Final master plans and engineering designs have been completed for the Reaves Park and Griffin Park Sports Complexes. Reconstruction of the 22 soccer fields at the Griffin Park Soccer Complex is nearing completion, and more facilities will be completed over the next few months with an estimated completion in the Fall of 2023. Access to the Complex is also being improved through separate traffic projects.

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

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



Traffic Improvements

Description

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

Scope

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

Published Budget \$2,700,000

Preliminary Estimated Budget

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

Timing

Architecture, engineering, land acquisition, and site preparation are scheduled to begin throughout the program based on specified sites. This project is scheduled to be completed as needed for individual project sites during construction phases. Access improvements for the Griffin Soccer Complex on

Robinson Street and 12th Avenue are underway. Access improvements to the YFAC, including construction of "Trae Young Drive" are also underway.

Westwood Family Aquatic Center

Description

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

Scope

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

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



Other Projected Program Expenses

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

Projects identified for Public Art include:

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

IV. Project Timeline

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

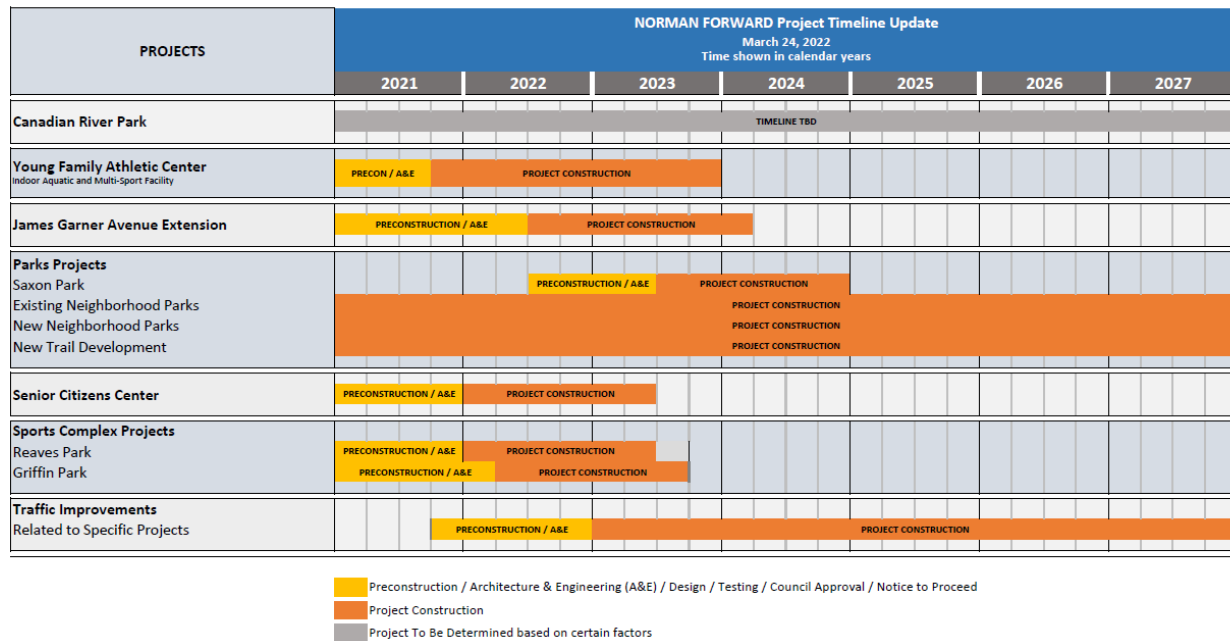
Potential impacts to the overall NORMAN FORWARD project timeline include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work

- Inflation or other increases in cost of project construction
- Other unforeseen circumstances

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

Project Timeline



V. Conclusion

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

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

This document is based on currently available information as well as certain assumptions made based on anticipated requirements. It may be further amended by City Council as new information arises or other changes occur over the 15-year life of the quality-of-life program.

Additional Information

NORMAN FORWARD, City of Norman

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

“Norman Voters Approve Sales Tax Increase”

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

2009 Parks and Recreation Master Plan, City of Norman

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

Young Family Athletic Center

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

Senior Wellness Center

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

Norman Forward CFOB Annual Report

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/23/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF K-2223-130: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HEALTHY LIVING CENTER NORMAN, L.L.C. FOR THE PURPOSE OF PROVIDING FOR THE LEASE AND MANAGEMENT OF THE CITY'S ADULT WELLNESS AND EDUCATION CENTER TO BE LOCATED AT 602 NORTH FINDLAY AVENUE AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Norman voters approved the Norman Forward Quality of Life Projects Sales Tax of 2015, which provided a one-half (1/2) percent sales tax dedicated to fund several quality-of-life projects, including a Senior Wellness Facility (the "Facility"). The City approved a contract with Frankfurt-Short-Bruza Associates ("FSB") in August 2019 for the design of the facility. Initially, FSB was developing designs for a facility within the \$7.6 million Norman Forward amended allocation; with proposed additional phases to be added should funding become available in the future. On October 29, 2020, Council allocated an additional \$4.8 million towards the Facility project with funds that were freed up after the City received federal Coronavirus Aid, Relief and Economic Security Act reimbursements for other unrelated previously budgeted expenses.

After the increase in funding, the City approved an amendment to FSB's contract to accommodate the design and construction of the facility in a single phase on an approximately 4.7-acre site in the southeast corner of the Norman Regional Hospital System's Porter Avenue Wellness Village Campus. In November 2020, Staff released a Request for Proposals related to the facility's operation. Interviews were later conducted, and the City proceeded with negotiations with Healthy Living & Fitness, Inc., an operator of one of the City of Oklahoma City's Senior Wellness Centers.

Council approved a Memorandum of Understanding with Healthy Living & Fitness, Inc. on April 13, 2021, to develop a contractual relationship related to the operation of the Senior Wellness Facility. Since then, Healthy Living representatives have participated in the Norman Forward Senior Center Ad Hoc Advisory Group meetings, and have been in ongoing negotiations with the City for a final lease and management agreement.

DISCUSSION:

Contract K-2223-130 is the lease and management agreement between the City and Healthy Living Center Norman, LLC; a Limited Liability Corporation created by Healthy Living & Fitness, Incorporated for the operation of the Norman facility. The facility will be used as a Senior Wellness Center and be open and available to the public.

The Operator will operate, manage and maintain the Property for a five (5) year term, with the possibility of up to three (3) additional five-year terms. Because the "Adult Wellness and Education Center (AWE)" is not anticipated to be a revenue generator in the same way as Young Family Athletic Center, a subsidy from the City is provided under the contract. The subsidy in the first 5-year term will not exceed \$125,000 annually, representing the current annual Senior Recreation Center budget, minus personnel who will be moved to other functions once the facility opens. The types of subsidized assistance anticipated during the first five years of operation are as follows:

- Utility Assistance: The City will cover a specified portion of the utility costs at a decreasing rate over the first three (3) years of operation. (100% the first year, 60% the second year, 30% the third year).
- Janitorial Services: The City will provide janitorial services during the first three (3) years of operation.
- Lawn and Landscaping Services: The City will provide all lawn and landscaping services during the first five (5) years of operation
- Pool Maintenance: The City will provide all pool maintenance during the first five (5) years of operation.

Additionally, to assist with start-up expenses, the City will provide \$100,000 within 30 days of the execution of this agreement by both parties. This amount is recommended to be appropriated from General Fund balance in Fiscal Year 2023. The Operator will be responsible for all routine maintenance and general repair costs of the facilities and equipment in or on the Leased Premises provided that the City will be responsible for certain capital items (furniture, fixture, or equipment valued at over \$5,000 with an expected life of more than one year).

The agreement may be terminated for failure to perform any duty or obligation under the agreement by providing 60 days written notice. Within the first 30 days, the defaulting party will have the opportunity to correct the default. It may also be terminated at either party's discretion upon 120 days prior written notice to the non-terminating party.

The City will own all assets, including any additions or modifications that the Operator obtains permission to construct that cannot be removed without damage to the premises. If the lease expires or terminates, the Operator will provide the City with any data related to facility users. The Operator may sublease the Leased Premises only upon the City Manager's written permission and if any lessee complies with the contract provisions and the facility maintains its intended purpose and use.

Exhibit B of the Agreement sets forth the programming and services the Operator intends to offer at the facility. The Operator will set forth times, types of classes, and services offered within

these categories and will work to obtain community and user input to determine what additional programs and services may be offered. Per the agreement, the facility will be open to members at least 65 hours a week, excluding weeks with federal holidays, and operating hours will include at least four consecutive hours on one weekend day.

The Operator will determine reasonable user fees, including a sliding scale fee schedule based on income levels, available user fee assistance, etc. The initial fee schedule is attached to the Agreement as Exhibit C. Fees may be increased a maximum of two times each calendar year. Any changes to the fee schedule will be presented to the Board of Parks Commissioners, and its recommendation on the proposed changes will be provided to the City Manager for his or her review and approval. The Operator will retain all membership fees to fund the management and operation of the facility.

The Operator will be required to provide quarterly and annual reports that provide information about the services offered, the utilization of those services, financial reports, etc. The City has the right to audit the programs, services, and financial records of the Operator or any tenant as long as notice is provided at least five business days in advance and the audit does not interfere with operations. The Operator is required to follow both Federal law and City ordinances related to non-discrimination. Policies and procedures in keeping with First Amendment jurisprudence for governmental entities related to viewpoint discrimination must be adopted and implemented.

The Operator will be required to maintain a variety of insurance related to its occupation and operation of the facility and will be required to name the City of Norman as an additional insured.

Approval of this contract signifies an important step towards opening the Adult Wellness and Education Center later this year. With an agreement in place, Healthy Living can start marketing the AWE Center, building its membership base and preparing for opening day. This agreement was previously reviewed in draft form by the Norman Forward Senior Center Ad Hoc Advisory Group and the Norman Forward Citizen's Financial Oversight Board.

RECOMMENDATION No. 1:

Staff recommends approval of K-2223-130.

RECOMMENDATION No. 2:

Staff recommends appropriation of \$100,000 from General Fund Balance (Account 10-29000) to Senior Citizen Center Rentals & Leases-Other Rentals (Account 10770323-44599).

LEASE AND MANAGEMENT AGREEMENT

This Lease and Management Agreement is entered into on the ____ day of _____, 2023, by and between the City of Norman, Oklahoma, a municipal corporation, referred to herein as the “City”, and, Healthy Living Center Norman, LLC an Oklahoma company, hereinafter referred to as “Operator”, for the purpose of developing a contractual relationship related to the lease and management of the City’s planned Senior Wellness Center

WHEREAS, Norman voters approved the Norman Forward Quality of Life Projects Sales Tax of 2015, providing a one-half (1/2) percent sales tax dedicated to fund a number of Quality of Life projects, including a Senior Wellness Facility; and

WHEREAS, the City approved a contract with Frankfurt-Short-Bruza Associates (“FSB”) in August 2019 (K-1920-40) for Professional Design Services for the Facility; and

WHEREAS, in addition to \$7.6 million budgeted for construction of the Facility, the City allocated an additional \$4.8 million with the adoption of Resolution R-2021-63 on October 29, 2020; and

WHEREAS, after the increase in allocated funding allowed for larger scope of Facility design and construction, the City approved an amendment to FSB’s contract in accommodate the design and construction of the Facility in a single phase, rather than multiple phases over time, on a 4.7 acre site in the southeast corner of the Norman Regional Hospital’s Porter Avenue Wellness Village Campus; and

WHEREAS, in November 2020, after soliciting proposals pursuant to a Request for Proposals related to the operation of the Facility, and subsequent interviews, the City opted to enter into negotiations with Operator, for the ultimate lease and management of the Facility.

WHEREAS, on April 13, 2021, the City entered into an MOU (K-2021-109) with the Operator for the purpose of developing a contractual relationship related to the lease and management of the City’s planned Senior Wellness Facility; and

WHEREAS, also on April 13, 2021, the City entered into a contract (K-2021-115) with Crossland Construction Company for Construction Management at Risk Services for the Senior Wellness Center Project; and

WHEREAS, the City acquired the 4.7 acre site located in the southeast corner of Norman Regional Hospital’s Porter Avenue Wellness Village Campus in May 2022; and

WHEREAS, the City finds it appropriate, desirable, and in the public interest to enter into this Agreement in order to provide for the successful management, operation and administration of the Senior Wellness Facility to be managed and operated by Healthy Living & Fitness, Inc.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Grant, Term of Lease and Certain Definitions

- 1.1 **Leasing Clause.** Upon and subject to the terms and provisions contained herein, the City does hereby lease, demise, and let unto Operator, and Operator does hereby take and lease from City, the Leased Premises, to have and to hold the Leased Premises, together with all the rights, privileges, easements, and appurtenances belong to or in any way pertaining to the Leased Premises, for the term and subject to the provisions hereinafter provided.
- 1.2 **Term.**
 - a) The initial term of this Lease shall be for a period commencing on the Effective Date and terminating on the 5th anniversary of the Operational Date, unless earlier terminated in accordance with the provisions of this Agreement.
 - b) The term of the Lease may be renewed for up to three (3) additional five-year terms upon written acceptance of the Parties.
- 1.3 **Certain Definitions.** The following terms and phrases shall have the meaning set forth in this Section 1.3.
 - a) **Capital Item.** Any furniture, fixture, or equipment that costs \$5,000 or more and has an expected life of more than one year.
 - b) **City Manager.** The City Manager of the City of Norman or such other City employee as may be designated by the City Manager to provide oversight and implementation of this agreement.
 - c) **Effective Date.** The date first set forth above in the introductory paragraph of this Lease.
 - d) **Event of Default.** Has the meaning set forth in Section 7.5.
 - e) **Facility.** The various buildings, facilities, and improvements located on the Land which are used as the Senior Wellness Facility.
 - f) **Force Majeure.** Any unforeseeable causes beyond a Party's control and without such Party's fault or negligence, including, but not limited to, acts of God, acts of

the public enemy, acts of any federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, and unusually severe weather or unforeseen environmental or archaeological conditions requiring investigation/mitigation pursuant to federal, state, or local laws.

- g) Land. The certain tract of land comprising the Senior Wellness Facility, situated in the City of Norman, described in Exhibit A and made a part hereof for all purposes.
- h) Leased Premises. The Land, together with all buildings, fixtures, facilities and other improvements located on or affixed to the Land.
- i) Operational Date. The date the Senior Wellness Facility is substantially complete and upon which the Operator's operation and management duties and obligations provided hereinafter shall begin.
- j) Parties. The City of Norman and Healthy Living Center Norman, LLC.
- k) Partner. A business or entity that the Operator has contracted with to provide goods or services to benefit the users of the Facility.
- l) Project Manager. The Parks and Recreation Director of the City of Norman or such other City employee as may be designated by the Parks and Recreation Director to manage the construction and operation of the Facility.
- m) Subcontractor. Any business or entity that the Operator has contracted with to perform services for the Operator.
- n) Sublease. A lease and/or license granted by the Operator of all or any portion of the Operator's leasehold estate in the Facility or the Leased Premises.
- o) Tenant. Any business or entity that has a sublease with the Operator.
- p) Utility Costs. Costs related to electric, gas, sanitation, and water usage attributable to the Facility.

ARTICLE II

Obligations During Planning and Construction

2.1 City Obligations during Planning and Construction

- a) The City will design and construct the Senior Wellness Facility using funds made available for such purpose, including Norman Forward Sales Tax proceeds and other funding that may be made available for the project from time to time.
- b) The City will ensure Operator is provided the opportunity to participate in all planning and construction meetings as needed.

2.2 Operator Obligations during Planning and Construction

- a) Operator will participate in all planning and construction meetings when requested by the Project Manager.
- b) The Executive Director will attend City Council meetings, meetings of the Board of Park Commissioners, meetings of the Norman Forward Senior Center Ad Hoc Advisory Group, and meetings of the Norman Forward Sales Tax Citizen's Financial Oversight board when requested by the Project Manager. The Executive Director has binding authority on items not requiring full board approval.
- c) During planning and construction, Operator will use reasonable efforts to secure and contract with all Subcontractors, Tenants, and Partners it believes are necessary to manage and operate the Leased Premises as of the Operational Date.
- d) During planning and construction, Operator will use reasonable efforts to hire and train all staff and coordinate and train all volunteers necessary to manage and operate the Leased Premises as of the Operational Date.

ARTICLE III

Leased Premises

3.1 Demise

The City hereby leases and demises the Leased Premises to Operator, and the Operator hereby accepts the Leased Premises, provided premises are complete and built to plans and specifications and that all items are in working order, and agrees to be bound by the covenants, provisions, and terms set forth in this Agreement. Operator expressly acknowledges and warrants that neither Operator nor its Partners or Subcontractors shall prohibit or inhibit lawful public access, and use of, the Leased Premises except to the extent permitted by this Agreement.

3.2 Consideration

- a) The Parties agree that in consideration for the City's leasing the Leased Premises to the Operator, Operator will provide operation, management and maintenance of the Leased

- Premises pursuant to this Agreement and at no cost to the City except as expressly set forth herein.
- b) The Operator further agrees and consents to accept and bear sole financial responsibility for the proper and adequate funding of the start-up, management, and operation of the Leased Premises, including but not limited to, utility bills, employee salaries and Facility marketing, except as otherwise provided herein including, but not limited to, those items in section 6.1.
 - c) In consideration of the Operator's agreement to provide all necessary operating capital as well as acceptance of the financial risk, which the City acknowledges shall constitute substantial consideration of which the City is the beneficiary, the City agrees that Operator is entitled to receive and shall retain all net revenues (if any) from memberships, food and beverage concessions, events, special programs, and sponsorship sales realized through the Operator's operation of Leased Premises in the manner and at the quality anticipated by this Agreement. All such net revenues shall be reinvested into the programs, operation, maintenance, and management of the Leased Premises and shall be accounted for separately from any other facilities owned or managed by Operator.

3.3 "As-Is" Condition of Leased Premises

Upon the Operational Date of this Agreement, the Leased Premises shall be accepted by Operator in its "as-is" condition. Operator acknowledges that the City has not made any representations whatsoever in connection with the condition of the Leased Premises, or any portion thereof. Throughout construction of the Leased Premises, the City will conduct all necessary inspections and after completion, it will be inspected to ensure compliance with the plans and specifications and then presented to the City Council for final acceptance. The City shall not be liable for any latent, or patent defects in the Leased Premises, or any portion thereof. Any warranties provided to the City with the original construction of the Facility, the Facility furniture, fixtures or equipment, or other Facility Capital Items will be held and maintained by the City; however the Operator may request repairs or replacements it believes are covered under the warranty provisions pursuant to the procedures set forth in Section 6.2 herein.

3.4 Purpose and Use

The Leased Premises are to be used as the City of Norman's Senior Wellness Facility and shall be open and available to the public. The Leased Premises as a whole may not be converted for any other use, and restrictions or incompatible uses which would exclude its use as senior wellness facility are prohibited. It is understood by the Parties it is permissible to rent some areas of the Leased Premises by members of the public for temporary exclusive use pursuant to the terms of this Agreement.

The Parties agree that nothing in this Agreement shall be construed as preventing the City from entering the Leased Premises at any time during the Term of this Agreement for the purpose of satisfying the obligations of the City or to ensure compliance with this Agreement.

Additionally, the Facility may be reserved for City functions or events at no cost to the City up to four (4) times per calendar year in accordance with the Rental/Booking Policies and Procedures. City's use of the Facility is on a per year basis only and shall not accumulate or accrue from year to year. City may schedule one of the four events for a weekend. The right of the City to reserve the Facility shall be on a first come, first served basis with other events and uses. Operator shall not be required to move or rescheduled an already scheduled event in order to accommodate a City function or event. City use herein will not prohibit Operator's use of those portions of the Facility not being utilized by City. City will provide its own security and clean up for City functions or events. Use by the City will not interfere with normal operations of the Center.

3.5 Ownership of Assets

All property, improvements (including Operator Improvements), associated with the operation and management of the Leased Premises are solely the property of the City unless otherwise provided in this Agreement or any amendments thereto. Facility equipment provided initially provided upon Operational Date or any equipment purchased to replace such Facility equipment shall be considered the property of the City. Additional equipment, above the inventory provided, which is not replacement equipment shall remain the property of the Operator. Upon termination or expiration of this Agreement all modification or improvements to the Leased Premises that cannot be removed without damage to the Leased Premises, whether constructed by the City, Trust, or Operator shall become property of the City. Notwithstanding the foregoing, the ownership of data processing programs and software and personal property purchased and owned by Operator shall remain with Operator. Additionally, any personal property or equipment provided by a Partner or Subcontractor of Operator shall remain with such Partner or Subcontractor.

Membership data and information are property of the Operator. However, the City shall have access to membership data with the exception of information governed by state and federal statutes for up to two (2) years after the termination or expiration of this Agreement.

3.6 Subleases

Operator shall be permitted to enter into subleases of the Leased Premises with one or more Tenants with written permission of the City Manager, whose approval shall not be unreasonably withheld, provided that Operator and Tenant fully comply with all provisions and requirements of this Agreement and the Leased Premises remains sufficiently open and available for its intended purpose and use. Operator shall cause

all subleases to contain such provisions as may be necessary to cause said Tenant to abide by and conform to the requirements in this Agreement. Operator shall provide the City Manager with notice of any sublease including, but not limited to, the name, address, telephone number, fax number, email, and name of the contact person for purposes of notices or other communications.

3.7 Furniture, Fixtures and Equipment

The Leased Premises includes furniture, fixtures, and equipment ("FF&E") necessary for the operation of a senior wellness facility. A list of FF&E provided in the Facility will be provided to the Operator no later than the Operational Date and all items agreed upon by both parties. Operator must maintain as a minimum, the same quantity of FF&E provided as of the Operational Date throughout the Initial Term and any Renewal Term of this Agreement. Operator must maintain an inventory list of FF&E which includes the date each item is purchased and who owns each item listed as further detailed in Section 4.3(C). Operator is responsible for the maintenance of all FF&E in accordance with Section 6.1 of this Agreement. For clarity, FF&E are not considered to be Capital Items as described in Sections 1.3(a) and 6.2.

3.8 Non-Discrimination for Use of the Leased Premises

- a) Operator agrees that it will not discriminate by segregation or otherwise on the basis of race, color, religion, ancestry, national origin, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex in furnishing or refusing to furnish, to such person or persons the use of the Leased Premises, and the improvements thereon, including any and all services, privileges, accommodations and activities provided thereby.
- b) Operator shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, ancestry, national origin, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex; provided, however, nothing herein shall require the furnishing to the general public of the use of any facilities or accommodations customarily furnished by Operator solely to its employees, clients, and invitees.
- c) Operator is required to adopt and implement policies and procedures that prevent and discourage any staff, volunteer, agent, or tenant from discriminating against speech on the basis of viewpoint, including but not limited to proselytizing a particular religion, prohibiting advertising based solely upon the content, or only allowing artwork of one political view.

- d) In the event of Operator's noncompliance with this nondiscrimination clause, in addition to other remedies set forth in this Agreement, the City may immediately terminate this Agreement despite any requirement provided in Agreement.
- e) Operator agrees to insert the above nondiscrimination clauses in any subleases, subcontracts or contracts by which said Operator grants a right or privilege to any person, firm, company, entity or corporation to render accommodations, work, product and/or services to the public on or from the Leased Premises. The above nondiscrimination clause is not required in rental agreements for the rental of space to parties not providing goods or services to the members on the Leased Premises.

ARTICLE IV

Operation

4.1 Agreed Conditions Relating to Facility Operations

- a) Within 30 days of the Effective Date of this Agreement, City will provide \$100,000 in initial funding to assist Operator with funding items that will be needed at the Facility prior to the opening date such as membership software, accounting software, and other soft costs related to the opening of the Facility.

- b) **Days and Hours of Operation**

The Parties agree that the Facility will be open to the members at least sixty-five (65) hours a week, excluding weeks with federal holidays, and that those operating hours must include at least four (4) consecutive hours on one weekend day. Operator shall have the right to close portions of the building on Saturdays. The Operator has the discretion to determine the specific operating hours but shall make reasonable efforts to accommodate the needs of the community. This condition may be changed upon written approval of the Operator and the City Manager.

- c) **Programming and Services**

The Operator agrees to provide the ongoing programming consistent with those provided in Exhibit B. The Operator is expected to offer additional programs and services as the Operator deems appropriate to meet the needs of the members. The specific times, classes, or services offered shall be determined solely by the Operator. The Operator may modify regularly offered programs and services as demand by members dictates. Reductions in the number of programs or services provided in Exhibit B must be communicated to the City Manager or his or her designee at least ten (10) days prior to such changes being implemented. The

Operator is responsible for all costs associated with the Programs and Services and any supplies necessary.

d) Fees to Members

The Operator must establish a reasonable fee schedule for the members of the Facility that will provide sufficient funding with which to operate and maintain the Facility as required herein. The fee schedule shall include a sliding scale fee structure that accounts for adjustments based upon the economic need of those members who would otherwise be unable able to use the Facility. A copy of the initial fee schedule is attached hereto as Exhibit C.

The Parties further agree that the fee schedule for members may only be increased twice each calendar year. All proposed changes to the fee schedule, including changes to the sliding scale structure, are subject to City approval as provided herein. Proposed changes must first be presented to the Board of Parks Commissioners for its consideration. The Board of Parks Commissioners shall make a recommendation thereon, which shall be provided to the City Manager. All proposed changes must be provided to the City Manager for review and approval prior to implementation whose approval shall not be unreasonably withheld.

e) Security for Leased Premises

The City will provide adequate exterior lighting and security cameras in all public areas prior to the Operational Date.

Operator will provide all other security measures necessary for the safe and secure operation, management, and maintenance of the Leased Premises. Operator is to determine what measures are necessary and must take all reasonable actions to ensure the Leased Premises is safe and secure.

e) Distribution or Sale for Public Consumption of Alcoholic Beverages. Operator is permitted, in connection with specific events or activities at the Facility, to permit the distribution or sale of alcoholic beverages for on premise consumption.

4.2 Approval of Policies and Procedures

Operator must prepare and follow policies and/or procedures that address vital and routine functions associated with the management and operation of the Leased Premises. Within 180 days of the Effective Date, Operator will provide all policies or procedures pertaining to such subjects to the City Manager for review. Such policies or procedures must be approved by the City Manager, whose approval will not be unreasonably withheld. The policies should include the following subject matters:

- a) Facility Use
- b) Prohibition Against Abuse of Program Participants
- c) Claims Reporting and Investigation - as relates to formal complaints and related incidents arising from providing services to members of the Leased Premises.
- d) Facility Rental/Booking Policies.
- e) Finance and Accounting Procedures.
- f) Safety Procedures - including but not limited to protocols for user safety, emergency response procedures, communication, and other policies and procedures having an impact on the safety of members and staff.

All material changes in, additions to and other modifications of the approved Policies and Procedures, as from time to time proposed and presented by Operator, shall be subject to review by the City Manager.

4.3 Reporting Requirements

a) Quarterly Report.

On or before the 15th day of each quarter of any calendar year for which the Operator is managing the Leased Premises, the Operator will provide a report to the City Manager, which will include the following for the previous quarter:

1. An operating statement and balance sheet;
2. The number of members enrolled at the Facility;
3. Attendance statistics;
4. Rental Data; and
5. Any other additional information reasonably requested by the City Manager.

b) Annual Report.

Operator will provide an annual report to the City Manager, which details the outcomes and performance measures listed below. Operator will also make a presentation summarizing this report to the Board of Parks Commissioners.

1. A financial report containing the budgeted and actual Operating Revenues and Operating Expenses for the previous calendar year

2. Outcome and Performance Measures including, but not limited to, the following data points:

- A. The percent of members satisfied with the programs and services offered at the Facility.
- B. The percent of members satisfied with the Facility.

3. Inventory List of FF&E

4. A report providing the maintenance logs for all Capital Items for the previous year.

5. Any other additional information reasonably requested by the City Manager.

c) Inventory Report

The Operator shall conduct an initial inventory of all assets immediately following the Commencement Date. Said inventory shall include, but may not be limited to, any and all personal computers, furniture, fixture, and equipment, including office and maintenance equipment, and any other item utilized in the regular operations of the Leased Premises. The list shall not require paper products, office supplies, and general cleaning products. This initial inventory shall be submitted to the City Manager within forty-five (45) days of the Operational Date.

The Operator shall maintain a running inventory of City-owned Facility furniture, fixtures, and equipment, including those acquired or disposed of directly by the City, or any other party. The inventory shall be agreed to annually in writing and shall be available for inspection at any time by the City Manager or his designee. Unless otherwise agreed in writing such assets remain the sole property of the City. Upon termination of this Agreement, the City and the Operator shall mutually conduct an exit inventory. In the event the exit inventory reveals any discrepancy for which the Operator is responsible, the Operator shall perform an appropriate adjustment or payment to the City for the replacement value of the asset, less reasonable depreciation, to the satisfaction of the City Manager or his designee. Any adjustments and/or payments which may be required by the Operator as a result of any discrepancy resulting from such exit inventory shall be made within a reasonable amount of time, not to exceed sixty (60) days.

All Operator's equipment, supplies, and purchases are exempt from inventory reports.

4.4 Records and Audits

a) Record Retention

Operator shall keep and preserve the specified records pursuant to the Records Retention Schedule attached hereto as Exhibit D, or longer if required by law. Retention of any other records is left to the discretion of the Operator.

b) Audits

An authorized representative of the City, including but not limited to an Auditor engaged for such purpose, shall have the right to interview any current or former employee and shall have unrestricted access to books and records and any and all information, materials and data of every kind and character that may in the judgment of the City authorized representative have any bearing on, or pertain to, any matters, rights, duties or obligations under this Agreement during reasonable business hours after the provision of ten (10) days advanced notice, to the extent necessary to adequately permit evaluation and verification of Operator's compliance with terms of this Agreement.

The City shall have the right at any time, and from time to time, to cause nationally recognized independent auditors to audit all of the books of Operator relating to Operating Revenues and Operating Expenses, including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes and invoices. Such audit shall be at no expense to the Operator and Operator shall be furnished copies of the final audit report and recommendations made because of the audit conducted.

c) Rights of the City Manager

The City Manager may, upon ten (10) calendar days' notice to Operator, suspend or modify any rule, policy, procedure or term that has resulted, or will result, in the ouster of the public from the Leased Premises. Ouster is defined as the wrongful exclusion of the public from the property. In addition, the City Manager may, from time to time, inspect the Facility and review the activities on, and use of, the Leased Premises, to confirm, to the City Manager's reasonable satisfaction, compliance with the provisions of this Agreement and the policies and procedures referenced herein.

ARTICLE V

Management of Leased Premises

5.1 Business Management

The Operator is organized as an Oklahoma not-for-profit corporation and agrees that it will meet all statutory requirements for operation as a not-for-profit corporation. Failure to comply with its obligation will be treated as material breach of this Agreement and despite any notice requirements herein, the City may terminate this Agreement immediately.

5.2 Employees and Volunteers

a) Operator's Employees

The Operator shall employ competent, qualified, and licensed, if necessary, employees. The positions listed below must be filled with an employee or qualified volunteer of Operator. Positions other than those listed below may be staffed as Operator deems necessary and appropriate. If at any time during the Term of this Agreement the City Manager believes that there is a performance problem with the Branch Manager, the City Manager shall give written notice to Operator (specifying in reasonable detail the nature and extent of such problem), and Operator shall, within fifteen days of such notice, meet with the City Manager to discuss such problem and any steps that may be appropriate to address such problem.

Branch Manager

Fitness Coordinator

Program Coordinator

Volunteer Coordinator

Maintenance (duties shall not include those items described in Section 6.1.d.2 and 6.1.d.3)

Operator employees shall not be considered employees of the City for any purpose. The sole responsibility for supervision, daily direction and control, training, and setting and paying compensation and any employee benefits, including workers' compensation benefits, shall be the obligation of the Operator. All costs related to employees shall be the responsibility of the Operator.

b) Background Checks

Operator is required to perform a background check, at Operator's expense, on all employees and volunteers working at least ten (10) hours per week at the Facility.

c) Employment Policies and Procedures

Operator must provide a copy of all employee policies and/or procedures to be used at the Leased Premises to the City Manager within 180 days of the Effective Date of this Agreement.

d) Non- Discrimination of Employee and Volunteers

The Operator shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Operator shall ensure that employees or applicants for employment are treated without regard to their race, color, religion, ancestry, national origin, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Operator will, in all solicitations or advertisements for employees placed by or on behalf of Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, national origin, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. In the event of Operator's noncompliance with this nondiscrimination clause, in addition to other remedies set forth in this Agreement, the City may immediately terminate this Agreement despite any requirement provided in Agreement.

Operator agrees to use its best effort include this nondiscrimination clause in any contracts and subcontracts connected with the performance of this Agreement. The above nondiscrimination clause is not required in rental agreements for the rental of space to parties not providing goods or services to the members of the Leased Premises.

5.3 Partners

Within 180 days after the Effective Date of this Agreement, the Operator agrees to provide to the City Manager a list of all Partners the Operator intends to engage to perform services related to this Agreement. The Operator is required to update this list as additional Partners are engaged to provide services at the Facility. Notwithstanding the approval of any Partner contracted with the Operator, the Operator shall be solely responsible for the collection or payment of any fees of such Partner, the services performed by such Partner, and monitoring such Partner.

The Operator shall contract with competent, qualified, and licensed, if necessary, Partners. If at any time during the Term of this Agreement the City Manager believes that there is a performance problem with a Partner, the City Manager shall give written notice to Operator (specifying in reasonable detail the nature and extent of such problem), and

Operator shall, within fifteen days of such notice, meet with the City Manager to discuss such problem and any steps that may be appropriate to address such problem.

5.4 Subcontractors

Within 180 days after the Effective Date of this Agreement, the Operator agrees to provide to the City Manager a list of any Subcontractors the Operator intends to engage to perform services related to this Agreement. The Operator is required to update this list as additional Subcontractors are engaged to perform work or provide services at the Facility. Notwithstanding the approval of any Subcontractor hired by the Operator, the Operator shall be solely responsible for the fees of such Subcontractor, the services performed by such Subcontractor, and monitoring such Subcontractor.

All service-related subcontracts entered into by the Operator after the Effective Date of this Agreement for a term longer than one (1) year shall contain a clause that allows the City Manager, in the event that this Agreement is terminated, to terminate the subcontractor agreement, with or without cause, upon thirty (30) days written notice. The Parties agree that this termination provision is not required in any ticketing, telephone, HVAC maintenance or fire suppression systems agreement.

The Operator shall contract with competent, qualified, and licensed, if necessary, Subcontractors. If at any time during the Term of this Agreement the City Manager believes that there is a performance problem with a Subcontractor, the City Manager shall give written notice to Operator (specifying in reasonable detail the nature and extent of such problem), and Operator shall, within fifteen days of such notice, meet with the City Manager to discuss such problem and any steps that may be appropriate to address such problem.

5.5 Social Media and Website Use for Facility.

The parties acknowledge that the Operator has purchased a website domain for the Facility with the address of www.healthylivingnorman.com. Such domain shall only be used in furtherance of the purposes of the Facility as set forth herein. The Operator may also set up sites for the Facility on various social media platforms. In the event of termination of this Agreement, the Operator agrees to provide the current login and password, as well as all administrative privileges for such sites to the City Manager or his/her designee.

5.6 Rental of the Leased Premises

a) Rentals During Operating Hours.

The Operator may rent any portion of the Facility space during hours of operation on a first come, first serve basis according to the approved Facility Rental/Booking Policies provided previously scheduled programming or services are not reduced

as a result of such rental or booking. Operator may charge and collect a reasonable rental fee that is listed in the Fee Structure included in the approved Facility Rental/Booking Policies. The Operator may also charge a fee for parking during events at a rate not-to-exceed such amount as may be included on the approved Fee Structure for parking.

b) After Hours Rentals

The Operator may rent rooms, as well as any other location or amenity in the Facility or on the Leased Premises, after hours of operation on a first come, first serve basis according to the approved Facility Rental/Booking Policies. Operator may charge and collect a reasonable rental fee which is listed in the Fee Structure included in the approved Facility Rental/Booking Policies. Operator will have at least one staff person present for after-hour rentals.

c) General Requirements for Rental of the Facility

All rentals must be subject to completion of a Rental Agreement. The Facility Rental/Booking Policies of the Operator will not allow any reservations or bookings for the Facility or part of the Facility to be made more than one (1) year in advance from the date the reservation is made. Any reservation or booking made six months or more in advance will require a deposit that will become non-refundable if the reservation or booking is cancelled less than 90 days from the date of the reservation.

If the Facility, or parts of the Facility, is rented or leased for civic, cultural or educational purposes of any kind, the Facility Rental/Booking Policies will require that the Facility be made available for all types of civic, cultural, or educational purposes.

5.6 Vending, Catering, and Merchandise

Operator shall have exclusive right to manage and operate vending, catering, concession sales and merchandising within the Leased Premises.

5.7 Sponsorship Agreements

a) Naming Rights of the Facility

Naming rights of the Facility as a whole shall only be granted by the City in accordance with its Citizens Recognition Policy. Such policy shall not apply to naming rights for rooms, amenities, programs, or events inside the Facility, which shall be granted in accordance with the provisions in this Section 5.7.

b) Sponsorship Agreement for Naming Rights within the Facility or Operator Events

The Operator retains the ability to enter into sponsorship agreements for naming rights of rooms, amenities, or programs inside the Facility, as well as events held in the Leased Premises, subject to the approval of the City Manager, whose approval shall not be unreasonably withheld, and may retain all proceeds of such agreements.

c) Sponsorship Agreements for Advertising within the Facility

The Operator retains the ability to enter into sponsorship agreements for advertising inside the Facility subject to the approval of the City Manager, whose approval shall not be unreasonably withheld, and may retain all proceeds of such agreements.

d) The Parties agree that all exclusive advertising and sponsorship agreements entered into by Operator associated with the Leased Premises shall not prohibit advertising/signage for a competitor's products for a special event that is required to display such competitive temporary signage on the Leased Premises pursuant to a contractual obligation. Exceptions will be made for named areas of the facility.

5.8 Customer Service

The Operator shall deploy strategies and tactics to ensure a high quality customer service experience for all guests and members. Such tactics may include, but are not limited to, the utilization of a professional secret shopper, a queue management system, and guest feedback and customer survey systems.

ARTICLE VI

Maintenance, Replacement and Modifications

6.1 General Maintenance and Replacements

- a) Except and unless otherwise provided herein, the Operator shall be responsible for all routine maintenance, general repair, and replacement costs of the furniture, fixtures, and equipment in or on the Leased Premises. The Operator shall be responsible for the cost of any and all supplies necessary for the operation and maintenance of the Leased Premises.
- b) Routine maintenance shall include, but shall not be limited to, regular ground and lawn maintenance, regular custodial services, security, painting, repairs, periodic servicing and maintenance of the water features (including pumps, water quality, and related mechanical work), and all solid waste removal costs. Routine

maintenance shall not include maintenance and repair to electrical systems, the HVAC units, or plumbing systems.

- c) The Leased Premises is and at all times shall be accessible and compliant with the Americans with Disabilities Act of 1990.
- d) City Contribution to Operational and Maintenance Costs. Subject to annual appropriation, the City will contribute funding for the following operational and maintenance costs in an amount not to exceed \$125,000 in any given year:
 - 1. Utility Assistance: The City will pay 100% of all utility costs during the first 12 months after the Operational Date, 60% of all utility costs during the second 12 months after the Operational Date, and 30% of all utility costs during the third 12 months after the Operational Date, after which the Operator will be responsible for all utility costs.
 - 2. Janitorial Services: The City will provide for janitorial services for the Facility for the first 3 years after the Operational Date.
 - 3. Lawn and Landscaping Services: The City will provide all lawn and landscaping services during the first 5 years after the Operational Date.
 - 4. Pool Maintenance: The City will provide all pool maintenance during the first 5 years after the Operational Date.
 - 5. Repair and Replacement of Capital Items

The City will repair or replace any Capital Item, , provided the Operator has maintained such items according to the maintenance standards provided by the City. If funds are not immediately available, the City Manager or his or her designee will request an adequate appropriation of funds to repair or replace Capital Items as set forth herein.

The Operator shall submit any requests for Capital Item repairs or replacements to the City Manager and must include the estimated cost of repair and replacement cost of each Capital Item. The Operator must also include with the request, a copy of the maintenance record for each Capital Item included. The City Manager, or his designee, will decide whether a request for Capital Item repairs or replacements is approved and in what manner the repair or replacement may be conducted. This procedure shall also be used for any requests for repairs or replacement of items covered by any Facility related warranties held by the City.

6. Fitness Equipment. The City will select, in consultation with the Operator, and provide all fitness equipment in the Facility and will maintain such equipment in accordance with specifications provided by the manufacturer.

6.2 Additions, Modifications, or Renovations

- a) The Operator may only make additions, modify, or renovate the Leased Premises upon written approval of the City Manager.
- b) Upon receiving such approval and prior to beginning construction, the Operator shall submit all plans and specifications to the City Engineer for review and approval.
- c) After receipt of approval by the City Engineer of plans and specifications, the Operator shall also be required to obtain all building permits, other permits and licenses as required by municipal, state or federal law.
- d) The Operator shall submit the construction contract and bonds for the additions, modifications, or renovation of Leased Premises to the City Engineer for approval.
- e) The Operator must notify the City Engineer of the commencement of any construction at least ten (10) days before beginning of any construction. The Operator is responsible for and shall barricade or secure any unsafe area pending such construction. Within thirty (30) days of completion of any construction, the Operator shall obtain an unqualified Certificate of Completion from the Operator's licensed architect or engineer for each additions, modifications, or renovation of Leased Premises and provide such Certificate to the City Engineer with a request for a final inspection. Within forty-five (45) days of the completion of any construction, the Operator shall provide a complete set of "as- built" drawings to the City Engineer for approval, including, but not limited to, structures, plumbing, heating, ventilating, air conditioning, mechanical and electrical systems, as may be necessary to document all construction. Each addition, modification, or renovation of Leased Premises shall be submitted to the City Council for final acceptance after receipt of the "as- built" drawings and final inspection by the City Engineer.

All construction contracts with third-parties for any construction must require the above provision be followed. Nothing herein shall be deemed to affect or waive any obligation of the Operator or its agents, subleases, tenants, or employees to obtain approval of plans by the City Engineer or to obtain any required permits. Nothing herein shall be deemed to affect or waive any inspection of any activity, improvement or facility as required by City ordinances, or state law or federal law.

6.3 Emergency Repairs

The Operator may act, with the consent of the City Manager, in situations in which emergency supplies, materials, equipment or contractual services are necessary to maintain operations or are necessary for the immediate preservation of the peace, health, or safety of the general public, including spending and committing funds held in operating accounts, even if such expenses are not budgeted, provided funds are available in the accounts for any purpose.

The Operator shall, in the event of such emergency prepare and retain adequate documentation concerning the circumstances surrounding the emergency and any and all funds relating to said emergency. Any emergency repair must comply with the City of Norman Purchasing Policies and Procedures.

Immediately following such action, the Operator and the City Manager shall determine whether any funds expended related to the emergency should be reimbursed as payment for the repair or replacement of Capital Items. If reimbursement is necessary, such reimbursement shall be paid by the City within sixty (60) days of approval of the request for reimbursement.

ARTICLE VII

Additional Terms

7.1 Indemnity

The Operator hereby agrees to release, defend, indemnify, and save harmless the City, its officers, agents, and employees, from and against (i) any and all loss of or damage to property OR injuries to or death of any person or persons, OR any and all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever, in any way caused by, resulting from, or arising out of the Operator's negligent acts, operations, errors or omissions or the Operator's use and occupancy of any portion of the Leased Premises, and (iii) any and all loss of or damage to property OR injuries to or death of any person or persons, OR any and all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever, in any way caused by, resulting from, or arising out of the negligent acts, operations, errors and omissions of the Operator's officers, employees, representatives, suppliers, invitees, subcontractors, Tenants or agents in connection with this Agreement.

The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of the Operator hereunder.

This section shall survive the expiration of the Agreement. Provided, however, the Operator shall not be liable hereunder for any loss solely occasioned by the negligence of the City or its officers, agents, and employees. This Indemnity provision does not apply to

Workers' Compensation claims by City employees. The Parties agree to give the others prompt notice, in writing, of any claims, suits, actions or proceedings.

7.2 Insurance

The Operator shall obtain insurance coverage as provided below with coverage to begin no later than the Operational Date. The Operator must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the State of Oklahoma and are acceptable to the Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Agreement under any other provision of this Agreement, including but not limited to any indemnification provision.

- a) Additional Insureds: All liability policies (except worker's compensation and employer's liability policies) shall provide that the City is named additional insureds without reservation or restriction.

All insurance coverage of the Operator shall be primary to any insurance or self-insurance program carried by the City.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

- b) Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Operator is stating a deductible does not exist and thus a deductible is not approved or accepted.

Self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Operator's self-insured retention.

- c) Policy Limits: The insurance coverage and limits required of the Operator under this Agreement are designed to meet the minimum requirements of the City. Such coverage and limits are not designed as a recommended insurance program for the Operator. The

Operator alone shall be responsible for the sufficiency of its own insurance program. Should the Operator have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Operator should seek professional assistance.

All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the Operator shall also provide tail coverage that extends a minimum of one year from the expiration of this Agreement.

The minimum amounts of such insurance policies and continuing coverage shall be:

1. **Worker's Compensation and Employer's Liability Insurance.** The Operator shall provide and maintain, during the term of the Agreement, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the Facility and working on the Leased Premises, and in case any work is subcontracted, the Operator shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Operator. In the event any class of employees engaged in work/services performed at the Facility or on the Leased Premises is not protected under such insurance heretofore mentioned, the Operator shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
2. **Commercial General Liability Insurance.** The Operator shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Agreement under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein. Additionally, the Operator shall provide and maintain commercial general liability insurance coverage for property damage at a minimum of \$2,000,000.
3. **Automobile Liability Insurance.** If the Operator provides transportation in connection with the operation of the Leased Premises, the Operator shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Agreement under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein. Additionally, the Operator shall provide and maintain commercial general liability insurance coverage for property damage at a minimum of \$200,000.

4. Fidelity and Crime Insurance. Fidelity and Crime Insurance, which includes but is not limited to Burglary, Theft and Employee Dishonesty with a blanket limit of One Million Dollars (\$1,000,000), shall be provided. Such insurance shall also include coverage for money and securities, valuable papers. The City of Norman shall be named as loss payee to the extent damages to City property are covered under the policy.
- d) Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates must be provided to the City Manager prior to the Operational Date must be updated each year. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.
 - e) Cancellation: There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Operator authorizes the City to confirm all information so furnished as to the Operator's compliance with its bonds and insurance requirements with the Operator's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Agreement is a breach of this Agreement for which the Operator shall be liable for damages, losses, and costs incurred by the City. Regardless of any termination clause included in this Agreement, the City may at its option suspend this Agreement until there is full compliance with this Section, or may cancel or terminate this Agreement and seek damages for the breach. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the City. The City expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the Operator shall immediately notify the City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Operator hereby agrees to promptly authorize and have delivered such statement to the City.

- f) Duration of Coverage. All insurance coverage required under this Agreement shall be maintained in full force and effect for the term of this Agreement and any renewals.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Agreement.

- 7.3 Emergencies. In the event of a declared local, state, or national emergency, the City will have the right to use the Facility, in cooperation with Operator, to address community needs that may arise from such emergency until the state of emergency has ended.
- 7.4 Participation on Board of Directors. Upon execution of this Agreement, the City Manager or his/her designee shall serve on Operator's Board of Directors in an ex-officio capacity.
- 7.5 Termination

This Agreement may be terminated as follows:

a) Termination for Default.

Failure to perform any duty or obligation under this Agreement, through no fault of the other party, shall be considered an Event of Default resulting in termination of this Agreement. The non- defaulting party may initiate termination by providing sixty (60) days prior written notice which shall include thirty (30) days within which the defaulting party may correct the default. The remedies in this paragraph shall not be deemed to waive or release any remedy available to parties. The City expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

b) Discretionary Termination.

In addition to, and cumulative of, the City's rights and remedies under other provisions of this Agreement, the City shall have the right to terminate this Agreement, and all the provisions hereof, at any time, with or without cause, upon 120 days prior written notice to Operator of the City's intention to exercise its right of discretionary termination under this Section. Such discretionary termination may only be exercised upon a majority vote of the City Council of The City of Norman.

The Operator shall have the right to terminate this Agreement, and all the provisions hereof, at any time, with or without cause, upon 120 days prior written notice to City of the Operator's intention to exercise its right of discretionary termination under this Section.

c) Assignment and Assumption of Certain Contracts Upon Termination.

In the event of expiration or early termination of this Agreement, regardless of the reason for said termination, Operator shall immediately assign to the City any unfulfilled contracts and future booking engagements, and the City may assume the obligation to perform such contracts and booking engagements thereafter.

7.6 Encumbrances, Liens, and Claims

At all times during the Term of this Agreement, the Operator shall pay for all labor performed, and all products, equipment and materials furnished for, the construction, alteration, renovation or maintenance of all the Leased Premises. The Operator is not responsible for issues resulting from defects in design or construction. The Operator shall keep the Leased Premises free and clear of any and all claims attaching to real property including but not limited to liens and encumbrances (collectively referred to in this Section as "liens" or "encumbrances"). Further, the Operator shall pay each and every judgment made or given against the Leased Premises, or any part thereof, or against the City, on account of any above described lien or encumbrance, unless otherwise stated to the contrary herein. The Operator shall, at its sole cost and expense, defend, indemnify and hold the City harmless from every lien or encumbrance, and every action on account of any and all such liens and encumbrances, or obligation for labor, products, equipment or materials incurred during any Term of this Agreement, whether by the Operator or any Tenant, including, by way of illustration and not of limitation, laborer's, mechanic's and materialman's liens, and any other liens and encumbrances not specifically enumerated herein, but which are not liens or encumbrances as a result of the City or Trust's action. Nothing contained herein shall, in any way, prejudice the Operator's right to contest any final judgment or decree prior to payment thereof.

As long as the Operator is using its best efforts and is actively pursuing, in good faith, the removal of claims, liens and encumbrances, the failure of the Operator to immediately remove liens and encumbrances from the Leased Premises shall not be deemed an Event of Default. Provided, however, should the Operator fail to "bond off," remove or challenge in a court of appropriate jurisdiction any lien or encumbrance within thirty (30) days of attachment, the City may pay and satisfy such lien or encumbrance and Operator, within thirty (30) days of demand, pay to the City the said sum in full.

Operator shall require a similar prohibition in all contracts, leases, and subleases to protect the City, Trust, and Leased Premises from liens and encumbrances.

This provision shall survive the termination, expiration, cancellation or nonrenewal of this Agreement.

7.7 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Addresses may be changed by either party giving ten days prior written notice thereof to the other party.

The City:
Darrel Pyle, City Manager
The City of Norman

201 W. Gray St.
Norman, Oklahoma 73069

With copy to:
Kathryn Walker, City Attorney
The City of Norman
201 W. Gray St.
Norman, Oklahoma 73069

The Operator:

Healthy Living Center Norman
Attn: Claire Dowers-Nichols, Executive Director
11501 N. Rockwell Avenue
Oklahoma City, Oklahoma 73162

7.8 Applicable Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Oklahoma. The laws of the State of Oklahoma shall be applied to every interpretation, action, enforcement or other legal or equitable proceeding involving this Agreement, and any duty, right, interest, covenant, obligation and activity under this Agreement.

7.9 Compliance with Laws, Ordinances, Specifications and Regulations

The Operator shall comply with all federal, state, and local statutes, laws, standards, codes, ordinances, rules and regulations, and all subsequent amendments and additions thereto, pertaining, in any manner, to the operations, construction, maintenance, activities and/or services provided or permitted by this Agreement. The Operator shall protect, defend, indemnify and forever hold harmless the City from and against any penalty, fine, damage, expense, cost or charge imposed, assessed or incurred for any violation or breach of any such statutes, laws, standards, codes, ordinances, rules or regulations occasioned by the negligence, acts or omissions of the Operator or any Tenant, Subcontractor, Partner, or user of the Leased Premises, or any portion thereof.

7.10 Assignment

Inasmuch as this Agreement is a personal service agreement which relies on the personal integrity, financial standing and unique ability and expertise of the Operator to assist in the operation and management of the Leased Premises, it has been agreed by Parties that the Operator may not assign its interest or obligations in said Agreements without prior written consent of the City.

7.11 Severability

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

7.12 Amendment

This Agreement may only be amended in a writing approved by the Operator and the City Council of The City of Norman and the Trustees of the Norman Municipal Authority.

7.13 Execution in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7.14 Descriptive Headings

The headings of the Sections of this Agreement are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of said Section of this Agreement.

7.15 Survival of Representations

All written representations and covenants of the Parties contained in this Agreement shall survive the non-renewal, termination, cancellation or expiration of this Agreement.

7.16 Parties Bound

This Agreement shall be binding upon and inure to the benefit of all Parties. This Agreement is solely for the benefit of the Parties and their successors in interest, and none of the provisions hereof are intended to create a third-party beneficiary or benefit third parties.

7.17 Force Majeure

Except as otherwise herein expressly provided, if any Party shall be delayed or hindered in, or prevented from, the performance of any obligation hereunder, as a result of any Force Majeure, and, provided that the Party delayed, hindered or prevented from performing notifies the other Party both of the commencement and the expiration of such delay, hindrance or prevention (each notice being required within ten (10) business days of the respective event), then the performance of such obligation shall be excused for the period of such delays, hindrance or prevention and the period for the performance of such

obligation shall be extended by the number of days equivalent to the number of days of the impact of such delay, hindrance or prevention. Failure to so provide the foregoing notice will result in waivers of both excuse in performance and extension of time to perform under this paragraph with respect to any such delay, hindrance or prevention.

As used herein, a "Force Majeure event" shall mean a labor dispute, act of God, natural disaster, national emergency, civil disobedience or disturbance, riot, terrorism, threat of terrorism, restraint by court order, and similar occurrences beyond the reasonable control of the Party that makes the Party's material obligations under this Contract in a timely manner impractical or impossible and which, in all cases, are not foreseeable or a result of the negligence or willful misconduct of, or in the reasonable control of, the Party.

7.18 Construction and Enforcement

In the event of ambiguity in any of the provisions of this Agreement, this Agreement shall not be construed for or against any party on the basis that such party did or did not author the same.

7.19 Venue of Actions

The Parties agree that if any legal action is brought pursuant to this Agreement, such action shall be instituted in the District Court of Cleveland County.

7.20 No Partnership Created

The Parties expressly agree that the relationship hereby created is that of independent contractors and no other relationship is created or deemed to be created between the Parties. This Agreement specifically does not create any partnership or joint venture between the Parties, or render any party liable for any of the debts or obligations of any other party.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties have caused this Lease and Management Agreement to be executed and effective as of the date set forth above.

HEALTHY LIVING CENTER NORMAN

BY:

Sherry Stetson

dotloop verified
05/16/23 9:39 AM CDT
DRIF-WP8B-Y8SH-7NZY

Signature

ATTEST: _____

Corporate Secretary

President of the Board _____

Title

CITY OF NORMAN, OKLAHOMA

BY: _____

Mayor

ATTEST: _____

City Clerk

Approved as to form and legality this ____ day of _____, 2023.

City Attorney

EXHIBIT A

A tract of land being part of Lot 3A, LOT LINE ADJUSTMENT NO. 1103 recorded in Book 3168, Page 421 of Block 4 AND all of Lots 1 and 2, Block 4 AND part of Lot 22, all of Lots 23 and 24, Block 1, NORMAN HIGH SCHOOL ADDITION recorded in Book 1 of Plats, Page 32(57) AND all of Lots 1 through 12, part of Lots 13 through 24, Block 1, NORTHEAST ADDITION recorded in Book 1 of Plats, Page 92, together with part of the east-west alley lying in said Blocks as vacated by JOURNAL ENTRY OF JUDGEMENT Case No. C-88-1968T AND part of Rich Street as vacated by JOURNAL ENTRY OF JUDGEMENT Case No. CJ-2000-935-BH recorded in Book 3189, Page 918 and JOURNAL ENTRY OF JUDGEMENT Case No. CJ-2002-2210-L recorded in Book 3543, Page 379 AND an unplatted part of the Northwest Quarter of Section 29, Township 9 North, Range 2 West of the Indian Meridian, Cleveland County, being more particularly described as follows;

COMMENCING at the northwest corner of said Northwest Quarter;

THENCE South 00°09'01" East, along the west line of said Northwest Quarter, a distance of 1,681.19 feet to a point of intersection with the south line of said Block 4 extended;

THENCE North 89°26'27" East, along said extended line and the south line of said Block 4, a distance of 655.82 feet to the POINT OF BEGINNING;

THENCE North 00°33'33" West a distance of 408.84 feet;

THENCE North 89°26'27" East a distance of 27.51 feet;

THENCE North 44°26'27" East a distance of 92.14 feet;

THENCE North 89°26'27" East a distance of 282.90 feet to a point on the east line of said Block 1, NORTHEAST ADDITION, being a point on the west right of way line of Findlay Avenue;

THENCE South 00°09'01" East, along the east line of said Block 1, said line extended to the centerline of said vacated Rich Street and said west right of way line, a distance of 309.00 feet;

THENCE North 89°26'27" East, along said vacated Street centerline, a distance of 8.00 feet to a point on the west right of way line of said Findlay Avenue;

THENCE South 00°09'01" East, along said west right of way line, a distance of 165.00 feet to a point of intersection with the south line of said Block 4 extended;

THENCE South 89°26'27" West, along said extended line and the south line of said Block 4, a distance of 380.18 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 174,618 square feet or 4.0087 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83 -South Zone) using a bearing of South 89°26'27" West as the south line of Block 4 of NORMAN HIGH SCHOOL ADDITION.

EXHIBIT B

PROGRAMMING AND SERVICE CATEGORIES

Physical fitness programs to include activities such as the following:

- Group fitness classes (land and water formats)
- Weight training
- Swimming
- Walking
- Pickleball

Wellness focused programs to include activities such as the following:

- Healthy cooking
- Support groups
- Smoking cessation
- Health screenings
- Wellness presentations

Lifelong learning programs to include activities such as the following:

- Technology classes
- Foreign language classes
- Educational seminars

Social programs to include activities such as the following:

- Card games
- Community service projects
- Interest groups

Art and creativity programs to include activities such as the following:

- Pottery classes
- Painting classes
- Creative writing classes
- Music classes and groups
- Drama group

Healthy Living Center Norman, LLC. reserves the right to survey members and prospective members and to modify the programming to fit the needs indicated by survey results. The above programming is intended to be the base programming offered and will be expanded based on the use of members.

EXHIBIT C

INITIAL FEE SCHEDULE

The initial membership fee will be \$35 for an individual and \$60 for a married couple.

A sliding scale fee will be in place for those below 200% of the federal poverty guideline (established by the US Department of Health and Human Services)

- The membership fee for those with a household income of 100% up to 199% of the published poverty level will \$15 per individual
- The membership for those with a household income below 100% of the published poverty level will be \$10 per individual

EXHIBIT D
RECORD RETENTION SCHEDULE

The purpose of this schedule is to define the retention period for documents vital to the operation of the Facility.

Records and documents of the Operator shall be retained as follows:

- | | |
|--|---------------------------|
| • Corporate Legal Documents | Permanently |
| • Financial Records – AP Vouchers, Bank Statements, etc. | 7 years |
| • Audit Reports & Tax Returns | Permanently |
| • Contracts, Notes and Leases | 7 years after expiration |
| • Payroll records | 7 years |
| • Employee personnel files | 7 years after termination |
| • Waivers | 7 years |
| • Incident Reports | 7 years |