



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

Development Center, Room B, 225 N. Webster Ave., Norman, OK 73069
Wednesday, June 05, 2024 at 3:30 PM

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, 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 12, 2024

REPORTS & ACTION ITEMS

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

MISCELLANEOUS COMMENTS

7. ESTABLISHMENT OF FUTURE MEETING TIME(S)

ADJOURNMENT



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

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

Friday, April 12, 2024 at 3:30 PM

MINUTES

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

ROLL CALL

PRESENT

Chairman Andy Rieger
Board Member Alva Brockus
Board Member Andy Sherrer
Board Member Cindy Rogers
Board Member Erik Paulson
Board Member Linda Price
Board Member Saidy Orellana
Board Member Misty Grantham
Board Member Zachary Simpson

ABSENT

None.

OTHER

Anthony Francisco, Director of Finance
Jason Olsen, Director of Parks & Recreation
Scott Sturtz, Interim Director of Public Works
Dannielle Risenhoover, Administrative Tech. IV

MINUTES

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

Member Price made a motion to approve the minutes from the February 23, 2024 meeting. Member Brockus duly seconded the motion. The motion passed unanimously.

Items submitted for the record:

Norman Forward Citizens Financial Oversight Board Minutes from February 23, 2024.

REPORTS & ACTION ITEMS

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

Anthony Francisco gave the report. "We are closing the gap from the original (combined sales and use tax revenue) projection. We are 2.86% below the original projection and 1.86% above the fiscal year projection," Francisco stated. There was nothing new to report on the expenditure side, except that Francisco highlighted the Norman Forward debt service payments. Francisco passed out an amortization schedule for all of the outstanding debt that Norman Forward has. "Working with the finance advisors, they did a really good job to make sure that the total debt service payments were kind of back loaded. As we get further into the 15 year Norman Forward period, debt service will be the only expenditure in those last two or three years. The projects, even the pay-as-you-go projects, will be done but we'll still have debt service to pay," Francisco said. In the event of a Norman Forward 2 being approved, new debt, separate from the Norman Municipal Authority (NMA) 2015B, NMA 2017, and NMA 2020 notes, may be incurred.

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

Items submitted for the record:

Norman Forward Citizens Financial Oversight Board Financial Reports

NMA/Norman Forward Amortization Schedule

3. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF NORMAN FORWARD IMPLEMENTATION PLAN

The Board was given an updated Norman Forward Implementation Plan to review. "The biggest changes are the closeouts of the Adult Wellness and Education Center and the Young Family Athletic Center projects - that are either complete or near completion, so we discuss that in this update," Francisco said.

Member Rogers had a question regarding why the appropriated funds total for Saxon Park didn't match the financial reports from the Saxon Park Ad Hoc meeting. Jason Olsen replied, "We didn't have the right amount of funding for the multimodal trail project going in off Flood Avenue and the Saxon project hasn't started, but all that money was appropriated; so, what we did through a Council action item was basically borrow from the Saxon Fund and give it to the Trails (project). We had a project (Trails) ready to go, we needed funding to match a grant, so we moved it from the Saxon Park account to the Trails account. As that funding comes in when we collect taxes this year, we'll transfer it back." This will not delay the Saxon Park project.

Chair Rieger asked, "Would it not be appropriate to put anything in (the Implementation Plan) about the trouble at the Central Library?" Francisco replied, "You could choose to do that; now remember that Norman Forward built the building. The building has been built and the project is closed out. Any remediation or repair work that has to be done because of problems with the building is not Norman Forward's responsibility."

Member Rogers said, "What I feel like this Board should do is review the process and make sure that we did our due diligence."

Member Orellana agreed with making sure citizens are updated regarding the Central Library funds and repairs, "I think that's the best approach at the moment because we're not going to be overseeing those (repair) funds."

Jason Olsen reminded the Board that all reports and updates pertaining to the Central Library are uploaded on the City's website so citizens have access to this information.

Member Price made a motion to postpone approval of the updated, Norman Forward Implementation Plan until the next meeting and Member Brockus duly seconded the motion. The motion passed unanimously.

Items submitted for the record:

Norman Forward (Updated) Implementation Plan

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

Member Sherrer stated, "I've noticed that we've used some of our (Norman Forward) funds to make lease payments for the Griffin complex. My suggestion is to try to maybe retain or keep the dollars that I believe are intended for the capital allocation purchase of that land - potentially from the state at some point; so, my suggestion was to communicate to Council that we'd like the actual dollar amount that's there now, available for a purchase and the lease funds come from the General Fund vs. eroding the original funds designated for the Griffin complex. That is the thought process behind this recommendation."

Francisco stated, "The (Norman Forward) project has always been to secure the land by lease or by purchase. The lease/purchase agreement that we have right now has kind of a balloon payment in 15 years. That would be the full \$2.4 million that is in the project allocation right now." It is contractual that all of the Griffin lease payments will go toward the purchase price of the property. If the State of Oklahoma declines to sell the City of Norman this property, Francisco states that the City would try to get back the cost of any improvements they have made to the Griffin property, but he doesn't believe this is contractual.

Member Simpson made a motion to approve that the Griffin Land Lease recommendation letter be sent to Council. The motion was duly seconded by Member Brockus. The motion passed unanimously.

Items submitted for the record:

Griffin Land Lease Recommendation Letter

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

Item 1.

Member Brockus made a motion to approve the previously approved Council action and Member Paulson duly seconded the motion. The motion passed unanimously.

Items submitted for the record:

March 12, 2024 Council Action Items 13 and 14

6. AD HOC COMMITTEE LIAISON REPORTS

Member Rogers gave the report. Saxon Park had their first Ad Hoc Committee meeting on April 12, 2024. The Committee reviewed the original plans for the park and considered revisions that would be appropriate.

Member Brockus reported that the Norman Forward Indoor Aquatic and Multi-Sports Facility Ad Hoc Advisory Group that she was a member of has concluded.

7. PROJECT MANAGER REPORTS

Scott Sturtz reported on the James Garner Project. Sturtz said that the City was effective in getting federal funding to help in the cost of this project. Once the west half of the round-a-bout, two bridge approaches, fencing and railing are up, the major pieces of this project will be complete. This is expected to occur in June 2024.

Jason Olsen reported on the Adult Wellness and Education Center. This facility's pool has been closed temporarily for an air duct repair and minor paint repairs. Olsen says the City is closing out this project and any construction issues will now fall under warranty work. This facility has grown to 2600 members.

The Young Family Athletic Center (YFAC) pools are open and water events are being held. The contractor is now focused on completing punch list items that should take approximately one month to finish. After these items are addressed, the City will start closing out this project. The Bean Stalk coffee shop is open in the YFAC. Bean Stalk reported that they made more money in three days at the YFAC than they do in three busy weeks at their west side store.

Playground equipment has been ordered for several Norman parks. It will take approximately 90 to 120 days for the equipment to be installed.

The envelope consulting firm from Texas has issued their report regarding their investigation into the mold breakout at the City of Norman Central Library. "It's not really up to us to say if it's a contractor or design flaw. At this point, we have handed that over to the City Attorney's Office and we're going to see what comes out of that, but there are definitely weatherproofing flaws in the building that's causing the mold," Olsen said. "Repairs will probably be pretty extensive. It's all speculation, but we think it will be nine to 12 months just to fix the building. The best way to put it is, 'The weatherproofing of the building is flawed.'"

Olsen informed the Committee that Recreation Manager, Veronica Tracy, resigned and that Mitchell Richardson is the Interim Recreation Manager.

MISCELLANEOUS COMMENTS**8. ESTABLISHMENT OF FUTURE MEETING TIME(S)**

The Board determined that the next meeting will be June 5, 2024 at 3:30 PM.

ADJOURNMENT

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

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

**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	\$ 2,951,393	\$ 2,951,393	\$ (251,393)	\$ (0.47)
Central Branch Library	\$ 39,000,000	\$ 35,014,495	\$ 35,010,261	\$ 3,989,739	\$ 4,233.62
East Branch Library	\$ 5,100,000	\$ 5,100,000	\$ 4,794,304	\$ 305,696	\$ 305,695.62
Westwood Swim Complex	\$ 12,000,000	\$ 12,000,000	\$ 11,763,800	\$ 236,200	\$ 236,200.35
Andrews Park	\$ 1,500,000	\$ 1,499,099	\$ 1,471,556	\$ 28,444	\$ 27,543.36
Griffin Park Soccer Complex*	\$ 11,000,000	\$ 13,191,614	\$ 12,303,594	\$ (1,303,594)	\$ 888,020.45
Ruby Grant Park	\$ 6,150,000	\$ 6,150,000	\$ 6,146,426	\$ 3,574	\$ 3,573.81
Professional Services (ADG)	\$ 1,747,655	\$ 3,718,208	\$ 3,625,499	\$ (1,877,844)	\$ 92,708.75
Community Sports Park	\$ 2,500,000	\$ 2,500,000	\$ 2,449,506	\$ 50,494	\$ 50,494.21
Reaves Park Complex	\$ 10,000,000	\$ 10,000,000	\$ 9,983,911	\$ 16,089	\$ 16,088.84
Senior (AWE) Center*		\$ 14,180,522	\$ 13,504,971	\$ (13,504,971)	\$ 675,551.05

***NEAR FINAL**

Professional Services/Consultant (51110111-44002/44003)

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

NFB001 Griffin Park Soccer Complex

	Budget	Revised Budget
Total Current Budget	11,000,000.00	13,191,614.00
Total		<u>(12,303,593.55)</u>
Balance		<u><u>888,020.45</u></u>

NFP102 Griffin Park Regrading (Paygo)

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

NFB002 Indoor Aquatics Facility

	Budget	Revised Budget
Total Current Budget	14,000,000.00	15,341,218.36
Total		<u>(15,294,947.77)</u>
Balance		<u><u>46,270.59</u></u>

NFB003 Indoor Sports Facility

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

NFP110 Young Family Athletic Center Pay-Go

	Budget	Revised Budget
Total Current Budget	1,200,000.00	23,045,078.00
Total		<u>(20,277,897.60)</u>
Balance		<u><u>2,767,180.40</u></u>

NFB005 Community Sports Park Development

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

NFB006 Reaves Park Baseball Complex

	Budget	Revised Budget
Total Current Budget	10,000,000.00	10,000,000.00
Total		<u>(9,983,911.16)</u>
Balance		<u><u>16,088.84</u></u>

NFB007 Westwood Tennis Center Addition

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

NFB008 James Garner/Acres Intersection

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

NFP109 James Garner: Flood-Acres

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

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

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

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

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

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

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

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

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

Total		<u>(1,471,555.64)</u>
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Balance		<u><u>27,543.36</u></u>
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NFP120 Traffic & Road Improvements

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

NFP100 Public Arts Projects (Paygo)

	Budget	Revised Budget	
Total Current Budget	1,200,000.00	1,069,000.00	
Total			<u>(912,442.11)</u>
Balance			<u>156,557.89</u>

NFP101 Neighborhood Park Improvement (Paygo)

	Budget	Revised Budget	
Total Current Budget	6,500,000.00	2,737,739.25	
Total			<u>(2,115,090.79)</u>
Balance			<u>622,648.46</u>

NFP103 Griffin Park Land Lease/Purchase (Paygo)

	Budget	Revised Budget	
Total Current Budget	10,000,000.00	420,000.07	
Total			<u>(420,000.06)</u>
Balance			<u>0.01</u>

NFP104 New Neighborhood Park Dev (Paygo)

	Budget	Revised Budget	
Total Current Budget	2,000,000.00	1,640,000.00	
Total			<u>(1,048,899.23)</u>
Balance			<u>591,100.77</u>

NFP105 Ruby Grant Park Developmt (Paygo)

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

NFP106 Saxon Park Development (Paygo)

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

NFP107 New Trail Dev-Legacy System (Paygo)

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

NFP108 Senior Citizens Center (Paygo)

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

NFP111 Senior Citizens Center (Paygo)

	Budget	Revised Budget	
Total Current Budget	-	13,099,445.68	
Total			<u>(12,423,895.35)</u>
Balance			<u><u>675,550.33</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%
June, 2023	\$	1,045,882	\$	960,987	-8.12%	\$	960,987	\$	1,067,371	-9.97%
July, 2023	\$	1,005,871	\$	1,020,459	1.45%	\$	1,020,459	\$	1,006,401	1.40%
August, 2023	\$	1,052,503	\$	957,439	-9.03%	\$	957,439	\$	1,053,066	-9.08%
September, 2023	\$	1,027,175	\$	975,085	-5.07%	\$	975,085	\$	1,027,725	-5.12%
October, 2023	\$	1,115,560	\$	1,056,267	-5.32%	\$	1,056,267	\$	1,116,157	-5.37%
November, 2023	\$	1,040,701	\$	1,031,132	-0.92%	\$	1,031,132	\$	1,041,258	-0.97%
December, 2023	\$	1,021,763	\$	995,608	-2.56%	\$	995,608	\$	1,022,310	-2.61%
January, 2024	\$	1,081,299	\$	1,065,861	-1.43%	\$	1,065,861	\$	1,081,878	-1.48%
February, 2024	\$	1,253,059	\$	1,014,214	-19.06%	\$	1,014,214	\$	1,253,730	-19.10%
March, 2024	\$	996,122	\$	894,213	-10.23%	\$	894,213	\$	1,039,013	-13.94%
April, 2024	\$	974,015	\$	997,624	2.42%	\$	997,624	\$	1,015,955	-1.80%
May, 2024	\$	1,041,665	\$	1,006,386	-3.39%	\$	1,006,386	\$	1,086,517	-7.38%
TOTAL	\$	85,028,186	\$	84,988,412	-0.05%	\$	84,988,412	\$	94,095,322	-9.68%

CITY OF NORMAN

NORMAN FORWARD USE TAX REVENUE, VERSUS PROJECTION
BY FISCAL YEAR

Item 2.

COMPARED TO 7/2015 PROJECTION

MONTH	PROJECTED	ACTUAL	% VARIANCE	PRELIMINARY		
				ACTUAL	PROJECTION*	% VARIANCE
March, 2016	\$ 30,808	\$ 40,786	32.39%	\$ 40,786	\$ 30,808	32.39%
April, 2016	\$ 29,678	\$ 34,397	15.90%	\$ 34,397	\$ 29,678	15.90%
May, 2016	\$ 32,045	\$ 42,640	33.06%	\$ 42,640	\$ 32,045	33.06%
June, 2016	\$ 33,014	\$ 39,837	20.67%	\$ 39,837	\$ 33,014	20.67%
July, 2016	\$ 31,991	\$ 38,889	21.56%	\$ 38,889	\$ 30,799	26.27%
August, 2016	\$ 36,458	\$ 42,717	17.17%	\$ 42,717	\$ 32,383	31.91%
September, 2016	\$ 33,558	\$ 30,445	-9.28%	\$ 30,445	\$ 31,409	-3.07%
October, 2016	\$ 40,673	\$ 33,293	-18.14%	\$ 33,293	\$ 34,275	-2.86%
November, 2016	\$ 40,492	\$ 39,065	-3.52%	\$ 39,065	\$ 31,887	22.51%
December, 2016	\$ 37,649	\$ 31,888	-15.30%	\$ 31,888	\$ 31,293	1.90%
January, 2017	\$ 32,836	\$ 43,537	32.59%	\$ 43,537	\$ 33,019	31.85%
February, 2017	\$ 40,252	\$ 41,610	3.37%	\$ 41,610	\$ 39,134	6.33%
March, 2017	\$ 38,396	\$ 33,061	-13.89%	\$ 33,061	\$ 32,118	2.94%
April, 2017	\$ 32,550	\$ 32,136	-1.27%	\$ 32,136	\$ 30,939	3.87%
May, 2017	\$ 39,794	\$ 45,568	14.51%	\$ 45,568	\$ 33,406	36.41%
June, 2017	\$ 39,921	\$ 41,863	4.87%	\$ 41,863	\$ 34,417	21.64%
July, 2017	\$ 35,217	\$ 44,497	26.35%	\$ 44,497	\$ 32,072	38.74%
August, 2017	\$ 43,965	\$ 47,476	7.99%	\$ 47,476	\$ 34,650	37.02%
September, 2017	\$ 36,942	\$ 46,945	27.08%	\$ 46,945	\$ 34,217	37.20%
October, 2017	\$ 44,773	\$ 55,550	24.07%	\$ 55,550	\$ 36,681	51.44%
November, 2017	\$ 44,574	\$ 49,820	11.77%	\$ 49,820	\$ 34,138	45.94%
December, 2017	\$ 41,445	\$ 45,477	9.73%	\$ 45,477	\$ 33,526	35.65%
January, 2018	\$ 36,146	\$ 66,771	84.72%	\$ 66,771	\$ 35,417	88.53%
February, 2018	\$ 44,310	\$ 48,593	9.67%	\$ 48,593	\$ 41,609	16.79%
March, 2018	\$ 42,267	\$ 54,993	30.11%	\$ 54,993	\$ 37,254	47.62%
April, 2018	\$ 35,833	\$ 50,955	42.20%	\$ 50,955	\$ 31,582	61.34%
May, 2018	\$ 43,806	\$ 60,102	37.20%	\$ 60,102	\$ 38,610	55.66%
June, 2018	\$ 43,946	\$ 47,518	8.13%	\$ 47,518	\$ 38,734	22.68%
July, 2018	\$ 44,900	\$ 46,670	3.94%	\$ 46,670	\$ 31,047	50.32%
August, 2018	\$ 55,771	\$ 58,648	5.16%	\$ 58,648	\$ 38,564	52.08%
September, 2018	\$ 47,108	\$ 68,843	46.14%	\$ 68,843	\$ 32,574	111.34%
October, 2018	\$ 57,049	\$ 76,256	33.67%	\$ 76,256	\$ 39,448	93.31%
November, 2018	\$ 56,603	\$ 65,295	15.36%	\$ 65,295	\$ 39,140	66.83%
December, 2018	\$ 52,600	\$ 71,304	35.56%	\$ 71,304	\$ 36,372	96.04%
January, 2019	\$ 46,825	\$ 81,467	73.98%	\$ 81,467	\$ 32,379	151.61%
February, 2019	\$ 56,235	\$ 92,097	63.77%	\$ 92,097	\$ 38,885	136.84%
March, 2019	\$ 53,945	\$ 72,451	34.31%	\$ 72,451	\$ 38,887	86.31%
April, 2019	\$ 45,884	\$ 62,630	36.50%	\$ 62,630	\$ 33,076	89.35%
May, 2019	\$ 56,016	\$ 77,315	38.02%	\$ 77,315	\$ 40,380	91.47%
June, 2019	\$ 55,749	\$ 68,615	23.08%	\$ 68,615	\$ 40,188	70.74%
July, 2019	\$ 45,912	\$ 77,599	69.02%	\$ 77,599	\$ 32,126	141.55%
August, 2019	\$ 57,045	\$ 72,567	27.21%	\$ 72,567	\$ 39,916	81.80%
September, 2019	\$ 48,670	\$ 80,983	66.39%	\$ 80,983	\$ 34,063	137.75%
October, 2019	\$ 58,757	\$ 86,518	47.25%	\$ 86,518	\$ 41,123	110.39%
November, 2019	\$ 58,032	\$ 79,115	36.33%	\$ 79,115	\$ 40,615	94.79%
December, 2019	\$ 54,201	\$ 83,721	54.46%	\$ 83,721	\$ 37,933	120.70%
January, 2020	\$ 48,711	\$ 88,427	81.53%	\$ 88,427	\$ 34,092	159.38%
February, 2020	\$ 58,353	\$ 124,509	113.37%	\$ 124,509	\$ 40,840	204.87%
March, 2020	\$ 55,569	\$ 73,615	32.47%	\$ 73,615	\$ 40,544	

April, 2020	\$	47,292	\$	78,218	65.40%	\$	78,218	\$	34,505	Item 2. 6
May, 2020	\$	57,758	\$	96,559	67.18%	\$	96,559	\$	42,141	129.13%
June, 2020	\$	57,267	\$	105,049	83.44%	\$	105,049	\$	41,783	151.42%
July, 2020	\$	76,418	\$	108,470	41.94%	\$	108,470	\$	33,540	223.40%
August, 2020	\$	80,414	\$	111,849	39.09%	\$	111,849	\$	41,326	170.65%
September, 2020	\$	80,982	\$	111,950	38.24%	\$	111,950	\$	35,544	214.97%
October, 2020	\$	97,394	\$	123,541	26.85%	\$	123,541	\$	42,747	189.01%
November, 2020	\$	95,981	\$	111,548	16.22%	\$	111,548	\$	42,127	164.79%
December, 2020	\$	89,971	\$	133,159	48.00%	\$	133,159	\$	39,489	237.21%
January, 2021	\$	81,296	\$	142,435	75.21%	\$	142,435	\$	35,681	299.19%
February, 2021	\$	98,004	\$	176,811	80.41%	\$	176,811	\$	43,015	311.05%
March, 2021	\$	91,837	\$	108,777	18.45%	\$	108,777	\$	42,021	158.86%
April, 2021	\$	78,673	\$	98,208	24.83%	\$	98,208	\$	35,998	172.82%
May, 2021	\$	96,119	\$	149,868	55.92%	\$	149,868	\$	43,980	240.76%
June, 2021	\$	95,612	\$	119,455	24.94%	\$	119,455	\$	43,748	173.05%
July, 2021	\$	110,203	\$	119,611	8.54%	\$	119,611	\$	34,966	242.08%
August, 2021	\$	135,784	\$	146,398	7.82%	\$	146,398	\$	43,082	239.81%
September, 2021	\$	116,785	\$	114,138	-2.27%	\$	114,138	\$	37,054	208.03%
October, 2021	\$	140,069	\$	145,812	4.10%	\$	145,812	\$	44,442	228.09%
November, 2021	\$	137,707	\$	153,849	11.72%	\$	153,849	\$	43,693	252.12%
December, 2021	\$	130,010	\$	138,224	6.32%	\$	138,224	\$	41,251	235.08%
January, 2022	\$	137,707	\$	182,045	32.20%	\$	182,045	\$	43,693	316.65%
February, 2022	\$	142,649	\$	184,069	29.04%	\$	184,069	\$	47,184	290.11%
March, 2022	\$	131,827	\$	131,545	-0.21%	\$	131,545	\$	43,605	201.68%
April, 2022	\$	113,094	\$	129,422	14.44%	\$	129,422	\$	37,408	245.97%
May, 2022	\$	139,141	\$	151,405	8.81%	\$	151,405	\$	46,024	228.97%
June, 2022	\$	137,393	\$	152,881	11.27%	\$	152,881	\$	45,445	236.40%
July, 2022	\$	128,988	\$	145,606	12.88%	\$	145,606	\$	36,435	299.63%
August, 2022	\$	158,097	\$	144,189	-8.80%	\$	144,189	\$	44,657	222.88%
September, 2022	\$	136,184	\$	153,101	12.42%	\$	153,101	\$	38,467	298.00%
October, 2022	\$	163,644	\$	173,940	6.29%	\$	173,940	\$	46,224	276.30%
November, 2022	\$	161,215	\$	149,464	-7.29%	\$	149,464	\$	45,538	228.22%
December, 2022	\$	151,983	\$	155,275	2.17%	\$	155,275	\$	42,930	261.69%
January, 2023	\$	139,943	\$	177,437	26.79%	\$	177,437	\$	39,529	348.88%
February, 2023	\$	167,778	\$	203,330	21.19%	\$	203,330	\$	47,392	329.04%
March, 2023	\$	153,836	\$	136,599	-11.20%	\$	136,599	\$	45,300	201.54%
April, 2023	\$	132,497	\$	144,849	9.32%	\$	144,849	\$	39,016	271.25%
May, 2023	\$	162,766	\$	172,850	6.20%	\$	172,850	\$	47,930	260.63%
June, 2023	\$	160,545	\$	157,095	-2.15%	\$	157,095	\$	47,276	232.29%
July, 2023	\$	134,433	\$	154,332	14.80%	\$	154,332	\$	38,064	305.46%
August, 2023	\$	163,774	\$	150,182	-8.30%	\$	150,182	\$	46,372	223.87%
September, 2023	\$	141,914	\$	172,612	21.63%	\$	172,612	\$	40,182	329.57%
October, 2023	\$	170,238	\$	173,844	2.12%	\$	173,844	\$	48,202	260.66%
November, 2023	\$	158,320	\$	171,201	8.14%	\$	171,201	\$	44,827	281.91%
December, 2023	\$	157,925	\$	204,440	29.45%	\$	204,440	\$	44,716	357.20%
January, 2024	\$	146,416	\$	224,411	53.27%	\$	224,411	\$	41,457	441.31%
February, 2024	\$	168,769	\$	216,389	28.22%	\$	216,389	\$	49,626	336.04%
March, 2024	\$	159,253	\$	146,156	-8.22%	\$	146,156	\$	47,008	210.92%
April, 2024	\$	137,953	\$	162,914	18.09%	\$	162,914	\$	40,721	300.08%
May, 2024	\$	169,320	\$	187,092	10.50%	\$	187,092	\$	49,980	274.34%
TOTAL	\$	8,500,454	\$	10,241,681	20.48%	\$	10,241,681	\$	3,848,644	166.11%

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

Item 2.

BY FISCAL YEAR

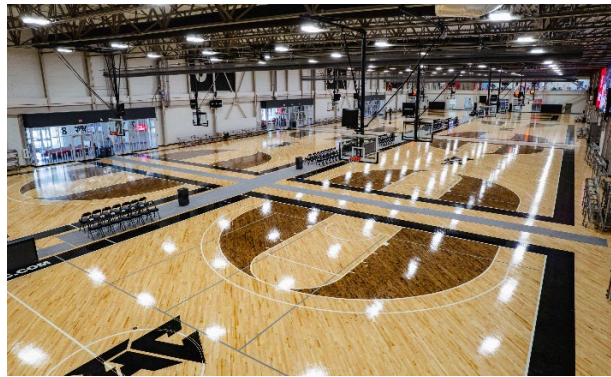
COMPARED TO 7/2015 PROJECTION

MONTH	BY FISCAL YEAR			COMPARED TO 7/2015 PROJECTION		
				ACTUAL	PRELIMINARY	% VARIANCE
	PROJECTED	ACTUAL	% 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	-11.24%

May, 2020	\$	850,284	\$	798,842	-6.05%	\$	798,842	\$	1,001,987	Item 2.
June, 2020	\$	871,128	\$	769,641	-11.65%	\$	769,641	\$	1,027,469	-25.09%
July, 2020	\$	854,217	\$	916,834	7.33%	\$	916,834	\$	959,349	-4.43%
August, 2020	\$	894,819	\$	962,190	7.53%	\$	962,190	\$	1,010,706	-4.80%
September, 2020	\$	874,213	\$	891,932	2.03%	\$	891,932	\$	979,720	-8.96%
October, 2020	\$	960,243	\$	941,516	-1.95%	\$	941,516	\$	1,069,791	-11.99%
November, 2020	\$	899,663	\$	891,495	-0.91%	\$	891,495	\$	998,743	-10.74%
December, 2020	\$	879,903	\$	928,333	5.50%	\$	928,333	\$	979,740	-5.25%
January, 2021	\$	917,206	\$	1,008,139	9.91%	\$	1,008,139	\$	1,030,659	-2.19%
February, 2021	\$	1,070,248	\$	1,019,403	-4.75%	\$	1,019,403	\$	1,200,270	-15.07%
March, 2021	\$	863,410	\$	910,587	5.46%	\$	910,587	\$	999,451	-8.89%
April, 2021	\$	830,642	\$	831,967	0.16%	\$	831,967	\$	969,102	-14.15%
May, 2021	\$	900,977	\$	1,079,167	19.78%	\$	1,079,167	\$	1,042,714	3.50%
June, 2021	\$	920,717	\$	1,065,538	15.73%	\$	1,065,538	\$	1,067,605	-0.19%
July, 2021	\$	895,069	\$	1,095,689	22.41%	\$	1,095,689	\$	1,000,121	9.56%
August, 2021	\$	957,588	\$	1,132,798	18.30%	\$	1,132,798	\$	1,053,661	7.51%
September, 2021	\$	917,223	\$	1,136,893	23.95%	\$	1,136,893	\$	1,021,359	11.31%
October, 2021	\$	1,010,759	\$	1,210,135	19.73%	\$	1,210,135	\$	1,115,135	8.52%
November, 2021	\$	948,691	\$	1,119,456	18.00%	\$	1,119,456	\$	1,040,965	7.54%
December, 2021	\$	920,518	\$	1,130,760	22.84%	\$	1,130,760	\$	1,013,343	11.59%
January, 2022	\$	998,331	\$	1,230,271	23.23%	\$	1,230,271	\$	1,102,008	11.64%
February, 2022	\$	980,297	\$	1,213,946	23.83%	\$	1,213,946	\$	1,165,061	4.20%
March, 2022	\$	928,933	\$	970,697	4.50%	\$	970,697	\$	1,065,470	-8.89%
April, 2022	\$	871,896	\$	1,060,932	21.68%	\$	1,060,932	\$	1,010,169	5.03%
May, 2022	\$	951,313	\$	1,178,672	23.90%	\$	1,178,672	\$	1,087,204	8.41%
June, 2022	\$	969,995	\$	1,214,394	25.20%	\$	1,214,394	\$	1,112,816	9.13%
July, 2022	\$	1,114,906	\$	1,109,525	-0.48%	\$	1,109,525	\$	1,042,609	6.42%
August, 2022	\$	1,190,415	\$	1,124,616	-5.53%	\$	1,124,616	\$	1,098,185	2.41%
September, 2022	\$	1,141,663	\$	1,191,139	4.33%	\$	1,191,139	\$	1,064,605	11.89%
October, 2022	\$	1,257,369	\$	1,230,985	-2.10%	\$	1,230,985	\$	1,162,421	5.90%
November, 2022	\$	1,179,941	\$	1,200,891	1.78%	\$	1,200,891	\$	1,085,194	10.66%
December, 2022	\$	1,153,281	\$	1,142,424	-0.94%	\$	1,142,424	\$	1,064,801	7.29%
January, 2023	\$	1,199,521	\$	1,224,668	2.10%	\$	1,224,668	\$	1,120,877	9.26%
February, 2023	\$	1,400,169	\$	1,233,845	-11.88%	\$	1,233,845	\$	1,305,103	-5.46%
March, 2023	\$	1,131,862	\$	1,023,557	-9.57%	\$	1,023,557	\$	1,084,957	-5.66%
April, 2023	\$	1,085,674	\$	1,139,923	5.00%	\$	1,139,923	\$	1,011,777	12.67%
May, 2023	\$	1,183,002	\$	1,202,926	1.68%	\$	1,202,926	\$	1,089,127	10.45%
June, 2023	\$	1,206,427	\$	1,118,082	-7.32%	\$	1,118,082	\$	1,114,647	0.31%
July, 2023	\$	1,140,303	\$	1,174,791	3.02%	\$	1,174,791	\$	1,044,465	12.48%
August, 2023	\$	1,216,277	\$	1,107,621	-8.93%	\$	1,107,621	\$	1,099,438	0.74%
September, 2023	\$	1,169,090	\$	1,147,697	-1.83%	\$	1,147,697	\$	1,067,907	7.47%
October, 2023	\$	1,285,798	\$	1,230,111	-4.33%	\$	1,230,111	\$	1,164,359	5.65%
November, 2023	\$	1,199,021	\$	1,202,333	0.28%	\$	1,202,333	\$	1,086,086	10.70%
December, 2023	\$	1,179,688	\$	1,200,048	1.73%	\$	1,200,048	\$	1,067,026	12.47%
January, 2024	\$	1,227,714	\$	1,290,272	5.10%	\$	1,290,272	\$	1,123,334	14.86%
February, 2024	\$	1,421,828	\$	1,230,603	-13.45%	\$	1,230,603	\$	1,303,355	-5.58%
March, 2024	\$	1,155,375	\$	1,040,369	-9.95%	\$	1,040,369	\$	1,086,021	-4.20%
April, 2024	\$	1,111,968	\$	1,160,538	4.37%	\$	1,160,538	\$	1,056,675	9.83%
May, 2024	\$	1,210,985	\$	1,193,478	-1.45%	\$	1,193,478	\$	1,136,497	5.01%
TOTAL	\$	93,528,640	\$	95,230,093	1.82%	\$	95,230,093	\$	97,943,966	-2.77%



Adult Wellness & Education Center



Young Family Athletic Center

NORMAN FORWARD Implementation Plan
May 2016
Revised 4/2024

NORMAN FORWARD

Implementation Plan

I. Executive Summary

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

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

The NORMAN FORWARD program includes:

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

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

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

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

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

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

II. Background

The History of NORMAN FORWARD

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

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

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

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

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

Public Involvement

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

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

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

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

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

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

Process

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

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

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

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

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

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

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

Communication

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

Communication methods include but are not limited to:

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

Implementation Plan Development

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

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

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

Debt vs. Pay-As-You-Go Financing

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

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

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

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

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

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

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

NORMAN FORWARD Debt Issuances Projected vs. Actual

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

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

III. The Projects

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

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

* Final Cost

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

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

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

Canadian River Park

Description

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

Scope

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

Published Budget \$2,000,000

Preliminary Estimated Budget

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

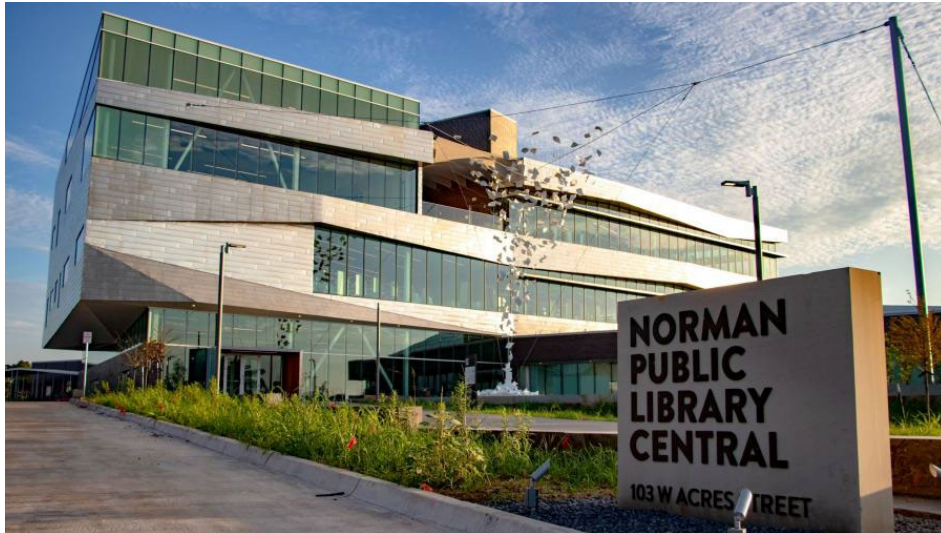
is north of Andrews Park on City-owned land, primarily the site of the former Rhodes granary.

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.

Published Budget \$10,000,000

Scope

The identified properties to be acquired are:

- Griffin Park & Sutton Wilderness 322.2 acres
- Francis Cate Park up to 14.5 acres

Total Anticipated Land Acquisition 336.7 acres

Budget

Land Acquisition \$10,000,000

Updated Cost Estimate \$ 2,400,000

Timing

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

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

Description

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



Scope

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

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

YFAC Funding Sources

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

Preliminary Estimated Budget

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

Timing

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

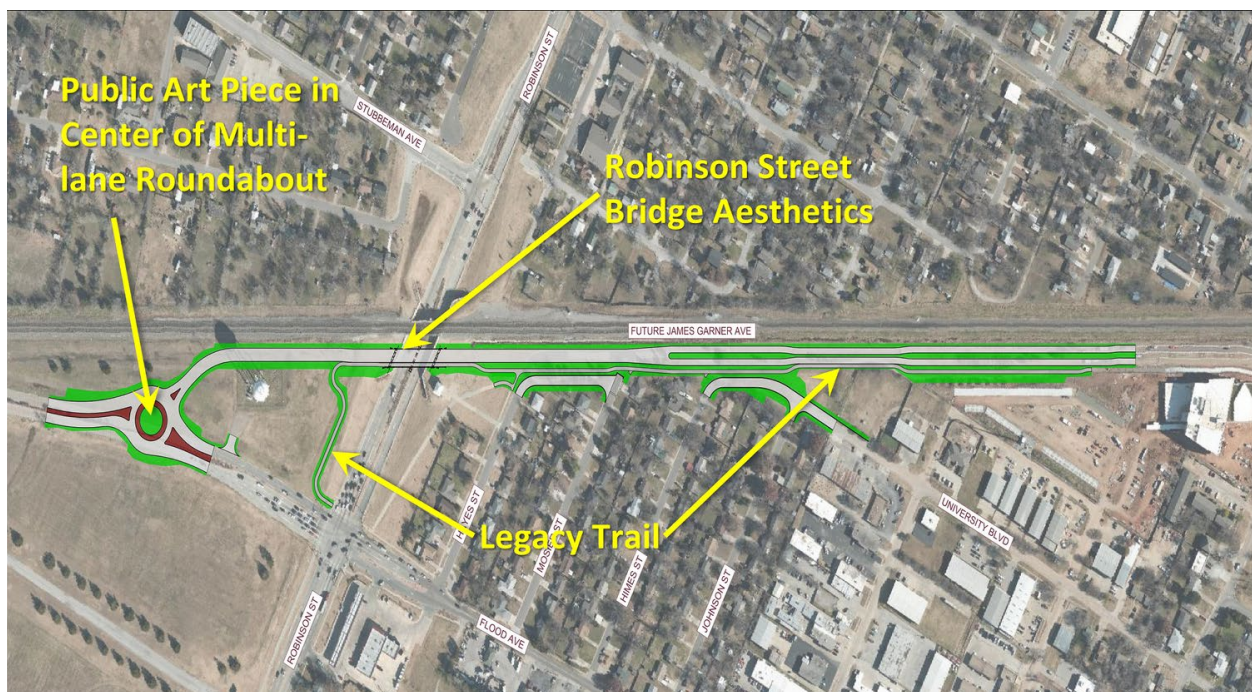
James Garner Avenue Extension

Description

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

Scope

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



<i>Published Budget</i>	\$6,000,000
<i>Railroad Quiet Zone Funds</i>	\$500,000
<i>Norman Utilities Authority</i>	\$43,617
<i>Additional Norman Forward Fund Balance</i>	\$151,281
<i>FHWA Funds</i>	\$4,825,733

<i>Estimated Budget</i>	
<i>"Phase I" Actual Cost</i>	\$1,947,283
<i>"Phase II" Land Acquisition / Site Prep / Infrastructure</i>	\$102,934
<i>"Phase II" A&E / Design / Testing</i>	\$1,402,140
<i>"Phase II" Construction & FFE</i>	\$7,820,546
<i>"Phase II" Public Art</i>	\$200,000
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, began construction in fall of 2023. City Staff has secured \$4.8 million of Federal funds for this project. The project is estimated to complete construction in spring 2024.



Parks Projects

Description

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

Scope

The identified parks projects are:

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

<i>Published Budget</i>	\$25,500,000
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Preliminary Estimated Budget

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

Timing

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

Adult Wellness and Education (Senior Citizens) Center

Description

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

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

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

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

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

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

Timing

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



Sports Complex Projects

Description

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

Scope

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

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

Published Budget \$23,500,000

Preliminary Estimated Budget

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

Timing

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

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

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



Traffic Improvements

Description

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

Scope

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

Published Budget \$2,700,000

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.

Published Budget \$12,000,000

Final Cost \$11,763,800



Other Projected Program Expenses

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

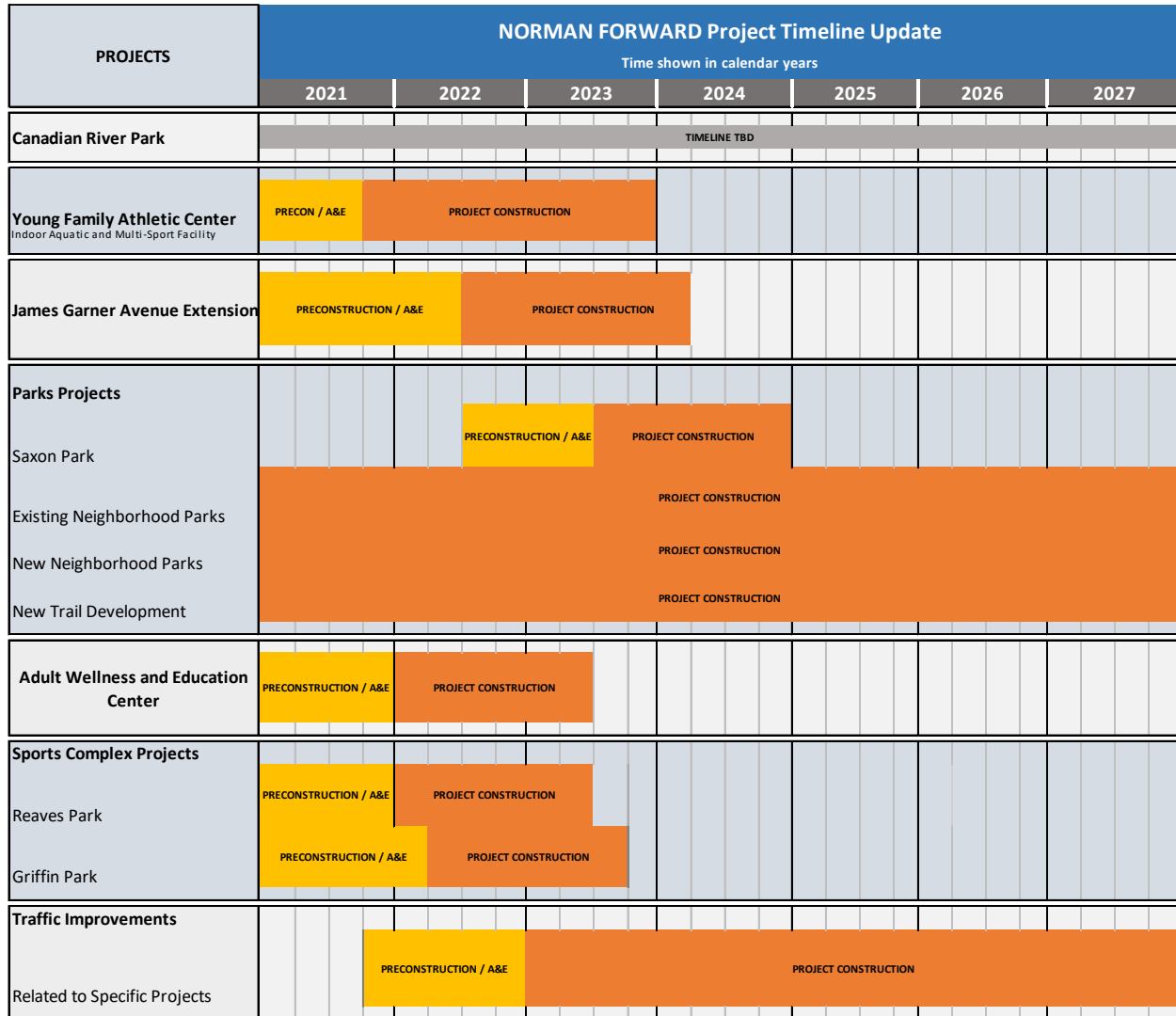
As part of the Implementation Plan, steps were taken to determine the order in which the projects, or phases of projects, would take place in the program. To complete this task, the Program Manager attended Citizens Financial Oversight Board meetings, ad hoc advisory group meetings, and worked with City 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



Preconstruction / Architecture & Engineering (A&E) / Design / Testing / Council Approval / Notice to Proceed
 Project Construction
 Project To Be Determined based on certain factors

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

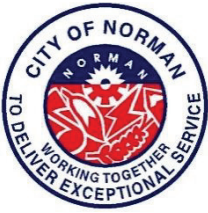
<https://www.normanok.gov/residents-visitors/parks-recreation/senior-wellness-center>

Norman Forward CFOB Annual Report

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

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2223-140: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ACS PLAYGROUND ADVENTURES, INC. FOR THE BENTLEY PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$200,000.00



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/23/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2223-140: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ACS PLAYGROUND ADVENTURES, INC. FOR THE BENTLEY PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$200,000.00

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which will fund various projects through a ½% sales tax increase over fifteen years. The Norman Forward Initiative includes a project to improve the City's neighborhood parks. The funds for this project are "pay-as-you-go," meaning that the City could do a few park projects per year as the funds from the sales tax are collected.

Also included in the Norman Forward initiative is a "pay-go" project to develop several new neighborhood parks throughout the town. The first new park to be developed for this project was identified as the Cedar Lane & Monterey neighborhoods' park site (Songbird Park) in southeast Norman. The second new neighborhood park currently under development is Bentley Park, located in the Bellatona neighborhood. This park will feature a playground, tennis court, pickleball court, picnic pavilion, protected areas of preserved prairie remnants, and a walking trail.

DISCUSSION:

On April 11, 2023, the City Council approved Contract Number K-2223-140 for the Bentley Park Playground project to ACS Playground Adventures, Inc., in the amount of \$200,000.00. The work included installing all play equipment and synthetic turf safety surfacing. No partial payments have been made while ordering and installing the playground equipment.

On April 10, 2024, the City of Norman Parks and Recreation staff inspected the Bentley Park project and found it complete as per the specifications for the project.

RECOMMENDATION:

It is recommended that the City Council accept the Bentley Park Playground project as complete and approve payment in the amount of \$200,000.00 to ACS Playground Adventures, Inc. Funding is available in the Norman Forward New Neighborhood Park Improvements Project, Construction (account 51798830-46101; project NFP104).

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION CONSTRUCTION AND CONTRACTING, L.L.C. FOR THE BENTLEY PARK TENNIS AND PICKLEBALL COURTS PROJECT AND FINAL PAYMENT OF \$17,102.20.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/23/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION CONSTRUCTION AND CONTRACTING, L.L.C. FOR THE BENTLEY PARK TENNIS AND PICKLEBALL COURTS PROJECT AND FINAL PAYMENT OF \$17,102.20.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which will fund various projects through a ½% sales tax increase over fifteen years. The Norman Forward Initiative includes a project to improve the City's neighborhood parks. The funds for this project are "pay-as-you-go," meaning that the City could do a few park projects per year as the funds from the sales tax are collected.

Also included in the Norman Forward initiative is a "pay-go" project to develop several new neighborhood parks throughout the town. The first new park to be developed for this project was identified as the Cedar Lane & Monterey neighborhoods' park site (Songbird Park) in southeast Norman. The second new neighborhood park currently under development is Bentley Park, located in the Bellatona neighborhood. This park will feature a playground, tennis court, pickleball court, picnic pavilion, protected areas of preserved prairie remnants, and a walking trail.

DISCUSSION:

On September 12, 2023, the City Council approved Contract Number K-2324-64 for the Bentley Park Tennis and Pickleball Courts project to Precision Construction and Contracting L.L.C., in the amount of \$208,817.00. The work included constructing one stand-alone tennis court and one stand-alone pickleball court, complete with surfacing, nets, and perimeter fencing. Two partial payments were made during the construction process.

On April 10, 2024, the City of Norman Parks and Recreation Staff inspected the Bentley Park Tennis and Pickleball Courts project and found it complete as per the specifications for the project.

RECOMMENDATION:

It is recommended that the City Council accept the Bentley Park Tennis and Pickleball Courts project as complete and approve payment in the amount of \$17,102.20 to Precision Construction and Contracting L.L.C. Funding is available in the Norman Forward New Neighborhood Park Improvements Project, Construction (account 51798830-46101; project NFP104).

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2324-71: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN YOUTH SOCCER ASSOCIATION INC., FOR THE USE AND MAINTENANCE OF GRIFFIN COMMUNITY PARK FOR A PERIOD OF FIVE YEARS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/23/2024

REQUESTER: Wade Thompson, Parks Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2324-71: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN YOUTH SOCCER ASSOCIATION INC., FOR THE USE AND MAINTENANCE OF GRIFFIN COMMUNITY PARK FOR A PERIOD OF FIVE YEARS.

BACKGROUND:

The Norman Youth Soccer Association Inc. (NYSA) has facilitated youth and adult soccer programs at Griffin Community Park since 1990. City Council last approved Contract K-1819-60 with NYSA on September 11, 2018, which has expired.

DISCUSSION:

The NYSA youth soccer program has grown rapidly since its inception in 1990, becoming one of the region's largest youth soccer organizations.

Contract Number K-2324-71 with the NYSA is the same as the previous contract, but also includes the addition of the care and use of the eleven additional fields built as part of Norman Forward, as well as updated language to meet changes in ordinances.

Contract K-2324-71 provides that NYSA will pay \$1.00 per year for the use of the Park Property as shown in Exhibit A; all electrical costs associated with the use of the facility; and shall be responsible for all grounds maintenance of the facility at its own expense. The Association also agrees to provide a detailed annual report to the Board of Park Commissioners, including revenue and expenditure information for all activities offered by the Association.

RECOMMENDATION:

It is recommended that City Council approve Contract K-2324-71 with the Norman Youth Soccer Association, Inc. for use of Griffin Community Park for the Parks and Recreation Department.

AGREEMENT

This Agreement is a contract, made and entered into this _____ day of _____, 2024 by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Youth Soccer Association, Inc., a non-profit corporation, hereinafter called "Association."

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Griffin Community Park, and which was leased from the State of Oklahoma with public funds for a period of fifty (50) years beginning in 1986 and ending in 2036 for the purpose of establishing and maintaining a public park, and

WHEREAS, the City recognizes that the said Griffin Community Park shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, the Association desires to occupy and use a certain area of the Griffin Community Park for the purpose of providing a soccer program for the use and benefit of its members, the youth of Norman, and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to the Association to use, for the purpose stated, the following described property, to-wit:

A) Those parts of the Griffin Community Park which have been developed and are known as the soccer fields, as shown on the drawing which is attached as Exhibit "A" hereto and made a part hereof.

B) Griffin Community Park Soccer Fields Number One, Two and Three as shown on the drawing which is attached hereto and made a part hereof. The Association agrees to consider and make available Griffin Community Park Soccer Fields Number One, Two and Three during periods when fields are not scheduled for use by the Association, providing request for use by other sports associations is received at least ninety (90) days in advance of requested date. The Association agrees that no fees may be charged to other sports associations for said field use other than those provided for in this Agreement.

(2) This Agreement shall renew automatically on an annual basis, unless terminated pursuant to the provisions set forth herein, for a maximum contract term of five (5) years from the date above shown.

(3) The Association agrees to pay to the City for such rights and privilege the sum of one dollar (\$1.00) per year, which sum shall be payable in advance on or before the 1st day of March each year of this Agreement.

(4) The Association agrees to pay the electrical cost for the use of Griffin Park Soccer Fields as metered. Payment shall be made to the City within thirty (30) days from date of invoice.

(5) It is agreed between the parties hereto that the purpose of operating such a soccer Association is to provide practice and playing fields, soccer facilities and equipment in Norman for youth soccer, to hold and arrange for soccer leagues, matches and competitions for the Norman community, and also to provide supervised instruction and training for players of the sport of soccer. It is understood and agreed that the Association has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(6) The Association agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by the Association's use of said right and privilege or that of its agents or employees; provided, however, that the Association shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to the Association prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect the Association, and the Association shall have the right to compromise and defend the same to the extent of its own interest.

(7) The Association shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with the Association's use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations in respect to the City's sole negligence and the Association shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days' prior notice to the City, said notice shall be written and shall be given by the Association, to wit:

(A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.

(B) Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(8) Maintenance of Property

(A) The Association agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said ground by the Association, its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will

provide sanitation dumpsters within the Griffin Community Park Soccer Fields in coordination with the Association for the Association's and the City's use.

- (B) The Association will be responsible for all mowing at its own expense within the described grounds, which shall occur not less than two (2) times per month during the growing season.
 - (C) The Association agrees to apply adequate fertilizer, and adequate water, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.
 - (D) The Association agrees to maintain the existing irrigation system at its own expense and agrees to return said system to the City in proper working condition, normal wear and tear accepted, at such time as this lease is terminated by either party.
 - (E) The Association agrees to be responsible for the maintenance to the NYSA office building constructed in 2012. The Association shall provide insurance and reimburse the City for the electrical costs for the NYSA office building. The Association shall make reasonable efforts to make meeting space available in the NYSA office building to the City of Norman for baseball or other sports leagues to hold meetings, as needed, provided a request is made within a reasonable amount of time.
 - (F) It shall be the responsibility of the Association to maintain, locate and set into place all soccer goals within the described grounds.
- (9) Events on Property.
- (A) The Association shall schedule and periodically monitor how the premises are used. The Association shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. The Association shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that this Agreement neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of the Association. The Association's enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.
 - (B) The Association may charge an admission charge for any sanctioned tournament game or for any other sanctioned soccer event only after prior approval of the charge has been given by the Director of the City of Norman's Parks and Recreation Department or their designee.
 - (C) Unless previously agreed by the City and the Association, all tournament proceeds shall be made payable to the Association. Third party tournament hosts shall be

required to submit expenditure receipts to the Association for any proceeds derived by a tournament at the Griffin Community Park Soccer Fields. Said tournament proceeds may only be used for the purpose of benefiting the youth of Norman or those participating in the Association's programs. No other receipts shall be acceptable. Third party tournament organizers shall meet the same financial and tax reporting guidelines required of the Association by the City.

- (D) The Association agrees to provide concession operations for all league and tournament games.
- (E) The Association shall provide an overall schedule to the Director of the Parks and Recreation Department or their designee, of regular season play, as well as dates of tournaments and other sanctioned events.
- (F) The Association agrees that all subcontractor agreements shall be designed to be financially beneficial to the Association. A copy of all such agreements for short term events less than thirty (30) days in duration, shall be provided to the City seven (7) business days before the contractor begins work. A copy of all such agreements for events that are thirty (30) days or more in duration, shall be provided to the City thirty (30) business days before the contractor begins work and receive approval from the Board of Park Commissioners.
- (G) The Association agrees that no officer or member of the Association shall be allowed a commission, refund or rebate of any kind relative to the Griffin Community Park Soccer Fields or this Agreement.
- (H) It is further agreed that should the City receive a third party request to use the facilities, the Association shall make a reasonable effort to accommodate said request, said approval not to be unreasonably withheld by the Association.
- (I) The City retains the right to use the Griffin Community Park Soccer Fields for any reason with ninety (90) days' written notice to the Association. The City's use shall not interfere with the Association's recreation league events. The City's use shall also not interfere with the Association's major tournaments, the Celtic Cup and the Norman Classic Cup, so long as the schedule of events is provided to the City pursuant to Section 9(E). During such use by the City, the City will assume maintenance responsibilities of the Griffin Community Park Soccer Fields and will provide the Association a credit towards the Association's electrical costs, if any.
- (J) It is understood that the Association may charge a light fee to any group which, during its lease, is requesting light usage. Light fee must be approved by the Director of Parks and Recreation or their designee. The Association shall be responsible for activating and deactivating any and all light usage at the Griffin Park Soccer Complex. It is also understood that the Association may charge additional fees in an amount to recover any maintenance expense which might be

incurred by the Association. The Association agrees that all fees charged to third party agreements shall be applied consistently.

- (K) The Association will only operate events in Griffin Community Park within the rules and regulations set by the Norman Board of Parks Commissioners, including but not limited to operating events within regular park hours, as set by the Director of Parks and Recreation. Any deviation of the Board of Parks Commissioners' rules and regulations must have the written permission of the Director of Parks and Recreation or their designee.

(10) Recordkeeping and Reporting.

- (A) The Association shall supply an annual report to the Director of the City of Norman's Parks and Recreation Department and the Norman City Council within forty-five (45) days to the start of the calendar year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the areas of concessions, league play and tournament play for the preceding year. Documentation of concession receipts and disbursements shall be kept on a daily basis. A detailed budget for the Association's operations at Griffin Community Park for the upcoming calendar year. The budgets shall include revenue and expenditure projections in the areas of concessions, league play, tournament play, capital equipment and capital projects. All detailed records associated with the soccer program shall be made available for review within ten (10) days by the Association upon request from the City of Norman. The annual report shall also include the following:

1. Narrative of all soccer league and tournament activity
2. Organization mission statement and goals
3. All league and tournament fee structure
4. Number of games, teams, players, tournaments and scholarships
5. Age of participants
6. Breakdown of revenues and expenditures by category
7. Disclosure of all commissions, refunds and rebates to the organization
8. Association's beginning and ending fund balance
9. Annual Association budget including revenue, maintenance and operating and capital costs
10. Current record of officers including who can authorize expenditures
11. Names of those responsible for maintaining books and records
12. Pricing schedule for recreational league, events, and rentals

- (B) The Association shall submit a detailed pricing schedule of league and event costs annually to the Director of Parks and Recreation for approval. The pricing schedule should include: the cost of recreation registration for youth and adult leagues; the cost of materials required for league play, including but not limited to the cost of the required uniform; the cost of field and facility rentals; and any additional fees

related to a field or facility rental. The Director of Parks and Recreation must approve any adjustments made to the pricing schedule throughout the year.

- (C) The Association shall provide quarterly financial reports to the City of Norman Parks and Recreation Department every four (4) months of the calendar year.
- (D) The Association agrees to maintain all financial records associated with soccer for a period of seven (7) years. These financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant organization activity. The financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.
- (E) Proceeds from the operation of the Griffin Community Park Soccer Fields shall be used for the operation, maintenance and improvement of the complex. The Director of the City of Norman Parks and Recreation Department or their designee, shall review and report to City Council annually that all necessary maintenance and improvements have been made to the complex.

(11) The Director of Parks and Recreation or their designee shall be an ex officio member of the Association's Board of Directors. The Director of Parks and Recreation shall be notified of any Board of Director meetings and shall receive a schedule of any pre-set Board of Director meetings for that calendar year within forty-five (45) days of the start of each calendar year.

(12) It is further understood and agreed between the parties that the right and privilege granted by this Agreement are subject to all ordinances, rules and regulations of the City governing all the activities on said Griffin Community Park, including all zoning, permitting and sanitary regulations of any governmental authority which the City may be authorized to enforce.

(13) Temporary and Permanent Structures

(A) The Association agrees that no permanent or temporary structure, or alterations to any such structures, of any nature shall be constructed by the Association upon any area used under this Agreement and/or the entirety of Griffin Community Park until detailed plans have been submitted to the Director of the Parks and Recreation Department or their designee, thirty (30) days in advance of any proposed construction and approval, in writing, has been given by said department.

(B) Permanent structures means a structure fixed to the ground by any of the various types of foundations, slabs, piers, poles, or other means. Also structures placed on the ground that lack foundations, slabs, piers, or poles, and that can only be moved through disassembly into its component parts or by techniques commonly used in house moving, or the latest definition within the IBC as adopted by the City of Norman.

(C) Temporary structures shall include structures erected for a period of less than 180 days, tents, umbrella or other membrane structures or the latest definition within the IBC as adopted by the City of Norman.

(D) Alterations to structures includes all planned construction or renovation that changes the current status of an existing structure, other than repair or addition. This would include changing the structure's current paint color, trim color, style of door/entry, etc.

(E) Any permanent structure approved by the City becomes property of the City upon termination of this Agreement. All City, state and federal rules and regulations must be complied with for the construction of any permanent and temporary structures (including signage). Depending on the size and scope of the structure, the Board of Park Commissioners' approval may be required as well.

(F) The area and style of planned signage (banners, advertisements, placards, posters, etc.) must be submitted for approval to the Director of the Parks and Recreation Department or their designee at least thirty (30) calendar days before its public display or installation.

(14) It is further understood that the facilities governed by this agreement are public facilities and that the Association shall be responsible for third party leases of Griffin Community Park Soccer Fields when available for public use.

(15) Notice. Any notice provided pursuant to this Agreement shall be mailed or delivered to officers of the Association or other person as designated by the Association. The Association agrees to inform the City, immediately after its annual election, the names of its officers for the ensuing year and the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be directed to the Director of the Parks and Recreation Department of the City of Norman, 225 N. Webster Ave, Norman, OK 73070.

(16) Termination.

(A) Either party shall have the right to cancel this Agreement for any reasons provided thirty (30) days written notice is provided to the other party. If the City is cancelling the contract, prior to the proposed effective date of cancellation, the Association shall be afforded a hearing before the Board of Park Commissioners, if requested. The results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this Agreement.

(B) In the event this Agreement is cancelled, for any reason, the Association shall have the right to remove any movable non-permanent improvements and/or structures provided or donated entirely by the Association within ninety (90) days after cancellation of this Agreement, clearing all debris and litter from said property in a clean and orderly condition, to the reasonable satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

Contract No. K-2324-71

(17) The Association agrees further that it will not discriminate on the basis of race, color, religion, ancestry, national origin, age, 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.

(18) This Agreement shall not be assigned by the Association without prior written consent of the City of Norman, said consent not to be unreasonably withheld.

[Signatures on following page]

Contract No. K-2324-71

In Witness Whereof, the parties hereunto set their hands and seals the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that an electronic signature is valid and shall have the same force and effect as an original signature.

NORMAN YOUTH SOCCER ASSOCIATION

BY: 
President

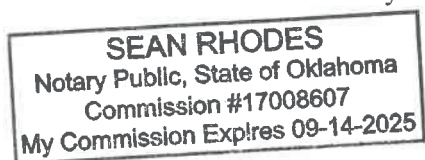
Before me, the undersigned, a Notary Public in and for said County and State, this 12 day of April, 2024, personally appeared Chris Vinson to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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


Notary Public

My commission expires:

9/14/25

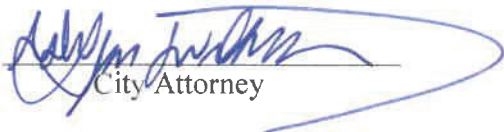
**CITY OF NORMAN**

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 19 day of April, 2024.


City Attorney



Griffin Sports Complex Amenities

- 1: Existing Parking Lot
- 2: Proposed Parking Lot
- 3: Concession/ Restroom
- 4: Restroom Building
- 5: Soccer Plaza Area
- 6: Playground Area
- 7: Entry Sign
- 8: Shade Structure (Typ)
- 9: Premier Field Plaza
- 10: Entry Plaza
- 11: Drop-off Area
- 12: Existing Soccer Office
- 13: Existing Maintenance Building
- 14: Existing Pump House
- 15: Sidos
- 16: Existing Walls
- 17: Soften Wilderness Trail
- 18: Existing Dog Park

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-184 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GSB, INC., IN THE AMOUNT OF \$54,240 FOR THE WESTWOOD PARK GOLF AND TENNIS FACILITIES MASTER PLAN PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 05/28/24

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-2324-184 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GSB, INC, IN THE AMOUNT OF \$54,240 FOR THE WESTWOOD PARK GOLF AND TENNIS FACILITIES MASTER PLAN PROJECT.

BACKGROUND:

The 2023-24 Capital Improvement Plan included the Room Tax Fund funding for a project to hire a design consultant to create a Master Plan for Westwood Park Golf and Tennis Facilities at 24th & West Robinson Street. Westwood Park is a 137-acre special-use park home to our 18-hole golf course, a United States Tennis Association (USTA)-Accredited Tennis facility, and the Westwood Family Aquatics Center.

Westwood has served the community for over 60 years and is one of our most visited parks, especially in summer. The Aquatics Center reconstruction project was one of the first projects completed as part of the NORMAN FORWARD Quality of Life Initiative passed by voters in 2015. It has been successful since its opening day and set the standard for the other extensive park system improvements that have been repeated with the projects at Griffin Soccer Complex, Reaves Baseball/Softball, and the Andrews Park Skatepark, among others. Parks also completed the construction of a two-court indoor tennis facility at Westwood, dramatically increasing the play in inclement weather.

Currently, at Westwood, the golf pro shop, grill building, and golf maintenance facilities at the park entry have operated since the 1960s. The tennis pro shop was built in phases and is nowhere near large enough to meet the growing number of paddle sports players, especially with the increasing popularity of Pickleball and the continued growth of tennis programs. After decades of use for daily activity, Park staff recommends planning for the next 60 years at Westwood Golf and Tennis—starting with this design phase.

DISCUSSION:

In February 2024, Request for Proposal RFP-2324-44 for Professional Design Services for the Westwood Park Golf & Tennis Master Plan was advertised in the Norman Transcript and on

the City of Norman website. The RFP was picked up by several Design and Engineering firms throughout the state and region. Complete proposals were received from eight design teams.

The Review committee selected four design firms for interviews and recommended engaging the team's services led by GSB, Inc., from Oklahoma City. The GSB team is comprised of GSB, Inc. (Architects), along with Wallace Design Collective (Engineers and Landscape Architects), Tom Hoch Designs (Clubhouse and Sports Pro Shop Design Specialists), Craig + Coyne Designs (Golf Course Designers), and White & Associates (Cost Estimators). The process Parks intends to use to develop the master plan will include utilizing a project steering committee, a public input process, review by the Norman Board of Park Commissioners, Parks and Recreation Staff, and then adoption by the City Council.

The contract with GSB includes a schedule of input meetings, design work, and deliverables, giving the City a clear vision of renovating the arrival and hosting facilities for this immensely popular recreational space.

Attached are contract documents, including a detailed breakdown of each task and proposed dates for all meetings, workshops, public presentations, and document deliveries (Attachment A to Contract K-2324-184). Also included is a proposed project schedule (Attachment B) and a Fee Schedule for the various disciplines involved in this conceptual phase (Attachment C). Additional design work can be done in future phases once the construction budget and funding source are finalized.

Staff recommends awarding Contract Number K-2324-184 to GSB, Inc., in the total amount of \$54,240.00 for the Westwood Park Golf & Tennis Facilities Master Plan Project. The proposed funding will come from the existing capital project account established for this project and an additional appropriation from the Community Park Land Development Account Fund Balance.

RECOMMENDATION NO 1:

It is recommended that the City Council appropriate funds in the amount of \$29,240 from the Community Park Development Fund Balance (52-29000) into the Westwood Park Master Plan Project (23794442-46201 Design; Project RT0092)

RECOMMENDATION NO 2:

It is recommended that the City Council approve Contract Number K-2324-184 to GSB, Inc., in the total amount of \$54,240.00 for the Westwood Park Golf & Tennis Master Plan Project. Funding is available from the Westwood Park Master Plan project account established for this project (account 23794442-46201; project RT0092--\$54,240).

AGREEMENT FOR PROFESSIONAL ARCHITECTURE SERVICES

This Agreement is entered into between the City of Norman ("Owner") and GSB, Inc. ("Architect").

WITNESSETH:

WHEREAS, Owner intends to create a Master Plan for the Westwood Park Golf and Tennis Facilities, located at 2400 Westport Drive, Norman, Oklahoma, as specified in the RFP No. 2324-44 issued by the City of Norman, and

WHEREAS, Owner requires design services, including a public input process, preliminary report and design documents, revised final conceptual design drawings, report narrative, phasing proposal, and opinion of probable costs in connection with the Westwood Park Golf and Tennis Master Plan Project (the "Services"), and

WHEREAS, Architect is prepared to provide the Services.

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Architect agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be May 28, 2024.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall perform the Services described in Attachment A—Scope of Services. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 2 shall entitle the Architect to an equitable adjustment in the compensation provided in Article 5. Architect shall not perform Additional Services without prior authorization from the Owner. Additional Services shall not be authorized except by a written amendment to this Agreement.

ARTICLE 3 - SCHEDULE

Architect shall exercise its reasonable efforts to perform the Services described in Attachment A—Scope of Services according to the Schedule set forth in Attachment B—Project Schedule.

ARTICLE 4 - GOVERNING LAW; VENUE

This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

ARTICLE 5 - COMPENSATION

Owner shall pay Architect in accordance with Attachment C—Fee Schedule. Invoices shall be due and payable within thirty (30) days of receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall provide the Architect any maps, plans or records available from the Owner's files or as described in Attachment A—Scope of Services. The Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Owner. Owner will provide timely review of plans, reports and other documents submitted by Architect.

ARTICLE 7 - STANDARD OF CARE

Architect shall exercise the same degree of care skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Architect, currently practicing, under similar circumstances. The Architect shall correct the Services which fail to satisfy this standard of care. No warranty, express or implied is included in this Agreement or in any drawing, specifications report or opinion produced pursuant to this Agreement.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

8.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Architect's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Architect agree to allocate and limit such liabilities in accordance with this Article.

8.2 Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the Architect and the Owner each hereby agree to indemnify, and hold harmless the other party, its officers, servants, and employees, from and against liability for recoverable loss, damage, cost, and expense (including attorneys' fees and accountants' fees) to the extent caused by a negligent act, error, or omission of the indemnifying party in the performance of the Services under this Agreement. The indemnity provided by the Architect in this regard shall extend in favor of the Owner to liability for recoverable loss, damage, cost, and expense (including attorneys' fees and accountants' fees) to the extent caused by a negligent act, error, or omission of any sub-consultant hired by Architect for the Project. The Architect and the Owner each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by Owner or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the Architect shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the Owner of any action, right, or remedy otherwise available to the Owner at common law.

8.3 Employee Claims. Each party shall indemnify the other against legal liability for damages arising out of claims by its employees.

8.4 Consequential Damages. To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect or consequential damages resulting in any way from the performance of the Services.

8.5 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

8.6 Unanticipated Hazardous Materials. In the event hazardous material or waste is encountered by Architect during the course of performing its Services, and conditioned upon the fact that Owner did not previously advise Architect of the existence thereof, then and in that event:

a. Owner and Architect agree that the scope of services, schedule, and any cost estimates shall be adjusted and compensation to Architect shall increase as is reasonably necessary. If the discovery of hazardous substances requires Architect to take immediate measures to protect health and safety, Architect agrees to notify Owner within a reasonable time following such discovery. In addition to any required adjustments in the scope of services and cost estimate, Owner agrees to reimburse Architect for the reasonable costs of implementing measures to protect health and safety.

b. Owner shall indemnify, defend and hold Architect, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any third party which is based upon injury or damage caused by said hazardous material or waste.

c. Architect shall have no responsibility for the discovery, identification, remediation or removal of hazardous materials or toxic substances on or around the Project.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, Architect shall maintain the following insurance:

9.1 General Liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

9.2 Automobile Liability insurance not required for this contract. No auto use included for work herein.

9.3 Workers Compensation insurance in accordance with statutory requirements and Employers' Liability Insurance with a limit of \$500,000 for each occurrence.

9.4 Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual \$2,000,000 aggregate.

Architect shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled by the Insurer without at least thirty (30) days written notice to Owner. All Project contractors shall be required to include Owner and Architect as additional insureds on their General Liability Insurance policies.

Architect and Owner each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, and employees for damages covered by property insurance during and after the Surveying Services. A similar provision shall be incorporated into all contractual arrangements entered into by Owner and shall protect Owner and Architect to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Architect shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety and security precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor or other Project participant to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction (if any—none anticipated) unless such responsibilities are specifically assigned to Architect in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Architect has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, Architect's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Architect. Architect does not guarantee that proposals, bids, or actual Project costs will not vary from Architect's costs estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon Owner's request, Architect shall furnish Owner with specified drawings and/or data in electronic format. All documents, including but not limited to, drawings, specifications and computer software prepared by Architect pursuant to this Agreement are instruments of Service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project.

ARTICLE 13 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Architect. Architect shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Architect for all the Services performed to date, amount not to exceed the normal fee amount due for the services rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Architect's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither Owner nor Architect shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this

Agreement, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Architect under this Agreement.

Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Architect:

Michael S. Hinchey, AIA
Principal
GSB, Inc
3555 NW 58th Street Suite 700W
Oklahoma City, OK 73112
405-848-9549
Email: MHinchey@gsb-inc.com

Owner:

Jason Olsen
Director
City of Norman—Parks and Recreation
P.O. Box 370
Norman OK 73070
405-366-5471
Email: jason.olsen@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Architect and Owner.

ARTICLE 16 - WAIVER

A waiver by either Owner or Architect of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

ARTICLE 18 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between Owner and Architect. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

Owner and Architect each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 20 - AUTHORITY

Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery, and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery, and performance of this Agreement, except as expressly set forth herein.

ARTICLE 21 - ASSIGNMENT

This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld. Nothing contained in this Article shall prevent Architect from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - EQUAL EMPLOYMENT OPPORTUNITY

Architect hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations, including the City of Norman's policies and provisions. The Architect affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Architect's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The Architect further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 23 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and Architect. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Architect.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

The City of Norman
(Owner)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

GSB, Inc.
(Architect)

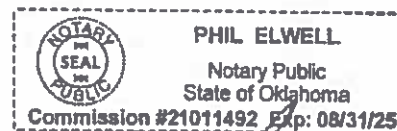
Signature Ryan Eshelman

Name Ryan Eshelman, AIA, NCARB, LEED AP

Title Principal

Date 24 MAY 2024

Attest:



Secretary Phil Elwell 5-24-24

Approved as to form and legality this 24 day of May 2024.

[Signature]
City Attorney

Attachment A

GSB Architectural Summary of Scope Westwood Master Plan for Westwood Park Golf and Tennis Facilities

GSB is pleased to present this proposal letter to provide Conceptual Master Planning Design Services for Norman's Westwood Park Golf Course. GSB will lead our team of design professionals as we create a master plan for facility improvements of the golf clubhouse, impacted golf course areas, and tennis facility. Our understanding of the proposed design scope includes:

- Participate in three team meetings with Norman City staff, the Steering Committee, and project stake holders.
- Provide site and building programming, conceptual design, and a cost estimate for a new golf and tennis clubhouse, new golf maintenance facilities, new golf cart storage facilities, new and remodeled tennis and pickleball courts, and remodeled golf course areas adjacent to the new buildings.
- Participate in a public meeting to collect public input for the masterplan.
- Present the final masterplan design document to the City of Norman Park Board and City Council.

The design concepts and master plan document will be produced in the form of hand sketches and computer-generated drawings. The document will be delivered in the form of 8 1/2 x 11 and 11 x 17 PDF files.

Michael S Hinchey AIA NCARB

Principal

gsb inc

3555 NW 58th Street Suite 700W

Oklahoma City, Oklahoma 73112

T 405 848 9549 M 405 923 3338

www.gsb-inc.com

Attachment B

Project Schedule

Description	Date
City Council – Notice to Proceed	May 28, 2024
Project Kick-Off Meeting with Steering Committee (stake holders) & City Staff	June 6, 2024
Site Analysis/Survey Area/Due Diligence for Space Programming & Concept Design	June 10 – July 26, 2024
Design Review Meeting 1 w/City Staff & Steering Committee (stake holders)	July 29, 2024
Public Meeting/Presentation of Conceptual Plan (Location TBD)	August 26, 2023
Design Review Meeting 2/50% Plan Review with City Staff & Steering Committee	September 13, 2024
Present Master Plan to Park Board	October 3, 2024
Deliver Completed Master Plan to Parks and Recreation Director	October 24, 2024
Present Master Plan to City Council Study Session for Adoption Review	November 5, 2024

Attachment C

Fee Schedule (Westwood Park Golf & Tennis Facilities Conceptual Master Plan)

Description	Fee
Team 1 – GSB, Inc. (Architectural Services)	\$23,000.00
Team 2 – Wallace Design Collective (Civil Engineering)	\$10,000.00
Team 3 – Tom Hoch Design (Golf Clubhouse Design)	\$12,500.00
Team 4 – C&C Design (Golf Course Design Specialist)	\$3,000.00
Team 5 – White & Associates (Cost Estimation)	\$5,740.00
Westwood Park Golf & Tennis Conceptual Master Plan TOTAL	\$54,240.00

June 5, 2024

Please click the link below to view the James Garner Ave. (Phase 2) Roundabout instructional video.

<http://www.youtube.com/watch?v=NQqGNas6ODA&t=8s>