

## CITY OF NORMAN, OK BOARD OF PARKS COMMISSIONERS MEETING

Municipal Building, Council Chambers, 201 W. Gray, Norman, OK 73069 Thursday, October 05, 2023 at 5:30 PM

#### **AGENDA**

#### **AMENDED**

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

#### **ROLL CALL**

#### **MINUTES**

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF MINUTES FROM AUGUST 3, 2023, PARK BOARD MEETING

#### **DISCUSSION ITEMS**

- 2. CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED COUNCIL ACTIONS
- 3. FRIENDS OF TREES RECOGNITION TO GRANT RIEGER FROM THE TREE BOARD

#### **ACTION ITEMS**

- 4. CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF LAND OR FEE IN LIEU OF PARK LAND FOR THE MONTE VISTA ESTATES PUD ADDITION
- 5. CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF LAND OR FEE IN LIEU OF PARK LAND FOR THE CRIMSON FLATS PUD ADDITION

#### **REPORTS**

- 6. ANNUAL PRESENTATION FROM HEALTHY LIVING
- 7. ANNUAL PRESENTATION FROM NORMAN YOUTH SOCCER ASSOCIATION

- 8. ANNUAL PRESENTATION FROM THE PUBLIC ART COMMITTEE OF THE NORMAN ARTS COUNCIL
- 9. UPDATE REGARDING PUBLIC FIXTURE PERMITTING IN CITY PARKS
- 10. NORMAN FORWARD UPDATE
- 11. DIVISIONAL UPDATES

#### **MISCELLANEOUS ITEMS**

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

#### **ADJOURNMENT**

#### Norman Board of Parks Commissioners August 3, 2023

The Norman Board of Parks Commissioners of the City of Norman, Cleveland County, State of Oklahoma, met on the 3rd day of August 2023 at 5:30 p.m., and notice and agenda of the meeting were posted at 201 West Gray Street - 24 hours prior to the beginning of the meeting.

#### ROLL CALL

Present: Chair Wright and Commissioners Isacksen, Moxley, Ross and Sallee

Absent: Commissioners Salmond and Usry
Tardy: Commissioner Davison and Sheriff

City Officials

Present: Jason Olsen, Director of Parks and Recreation

James Briggs, Park Development Manager

Bethany Grissom, Park Planner Josh Holman, Recreation Supervisor

Kellen McCoy, YFAC Athletic Operations Supervisor

Mitchell Richardson, Recreation Supervisor Wade Thompson, Facility and Park Manager

Veronica Tracy, Recreation Manager

Karla Sitton, Administrative Technician IV

#### ITEM 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDED AND/OR POSTPONEMENT OF MINUTES FROM APRIL 6, 2023, PARK BOARD MEETING

Commissioner Isacksen made the motion, and Commissioner Moxley seconded to approve the April 6, 2023, Park Board minutes. The vote was taken with the following results:

YEAH: Chair Wright and Commissioners Isacksen, Moxley, Ross and Sallee

NAY: None

Commissioner Davison arrived at the meeting at 5:34 p.m.

#### ITEM 2, being:

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

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

Commissioner Sheriff arrived at the meeting at 5:35 p.m.

The previously approved Council actions are as follows:

- Contract K-2324-41, with the Firehouse Art Center, Inc., for \$120,000 to assist with the operation of the center:
- Contract K-2324-23, between the City and the Norman Visitors and Convention Bureau for the purpose of encouraging, promoting, and fostering convention and tourism development in the City;
- Contract K-2324-26, between the City and Tyler Fuqua Creations for \$62,000 for the design and creation of a sculpture to be placed at Reaves Park funded through the Norman Forward Public Arts Fund;
- Contract K-2324-24, between the City and PROJECT1ONE LLC dba One Studio for \$89,000 for the design
  and creation of a sculpture to be placed at Griffin Park funded through the Norman Forward Public Arts
  Fund;

#### Park Board Meeting Page 2 of 5 August 3, 2023

- Contract K-2324-25, between the City and Skunk Control for \$100,000 for the design and creation of a sculpture to be placed at Norman Senior Wellness Center funded through the Norman Forward Public Arts Fund; and
- Resolution R-2324-14, appropriating \$32,778 from the Westwood Fund Balance for a leak repair at the Westwood Family Aquatic Center.

#### ITEM 3, being:

#### ANNUAL PRESENTATION FROM FIREHOUSE ART CENTER

Mr. Andy Couch, Firehouse Art Center (FAC) Director, introduced Mr. Fred Schmidt, FAC Board President. Mr. Schmidt gave the annual presentation and provided financials to the Board prior to the meeting. He highlighted the FAC Staff and gave an overview of the activities to include art education and community outreach programming. New programs at FAC include Art Forces, which is free to veterans and service members and Healing Outreach, for adults with varying degrees of cognitive, physical, and learning disabilities. He highlighted the fees for children and adult classes stating 749 participants attended classes in FYE 2021-22. The Ceramics Studio reopened recently and FAC will be mixing the clay in-house to save money. Chair Wright asked whether FAC used local (red) dirt to make the clay and Commissioner Ross asked where they stored the clay and materials. Mr. Couch said FAC could use a red dirt method, but instead is using a gray clay recipe that is water based and similar to what has been purchased in the past. He said the materials are stored in what he calls the "kiln yard" which he hopes to restore in the future with grant opportunities. Commissioner Sheriff asked if the Duck Project was over and Staff said the Norman Arts Council has that project. Commissioner Isacksen asked if the Transportation item on the expenditure report was new and Mr. Couch said yes, the \$6,500 was his moving expenses (from Wyoming) and various exhibitions and meetings he attended across the state.

Mr. Couch said he has been working with Parks & Recreation Staff on a mural concept that will depict a young Huichol boy. He said the mural will be painted on an exterior wall of the FAC building in September and FAC already has sponsorship for the cost of the paint. Mr. Jason Olsen, Director of Parks and Recreation said the Board could recommend City Council to allow the mural project if they so desired. The Board discussed and agreed the mural project would be a great addition to FAC and to the Norman community.

Commissioner Moxley made the motion, and Commissioner Sallee seconded to recommend City Council allow the mural project at the Firehouse Art Center. The vote was taken with the following results:

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

NAY: None

#### ITEM 4, being:

#### ANNUAL PRESENTATION FROM CLEVELAND COUNTY HISTORICAL MUSEUM

Ms. Amy Pence, Moore-Lindsay Historical House Museum, (MLHHM) gave an annual presentation and provided financials to the Board prior to the meeting. She said MLHHM was able to hire Savannah Miller as a part-time Assistant Manager and she started in November 2022. Ms. Pence said MLHHM received two grants last year; an Operational Support Grant from the Norman Arts Council in the amount of \$6,306 and another from ARPA from the National Endowment for the Arts in the amount of \$8,457. She said the funds purchased new tables and chairs, storage cabinets and shelves, mannequins, and archival storage materials. The grant funds also allowed the museum to hire five local artists to assist with various programs throughout the year, increasing advertising and establish an educational traveling trunk for local teachers. Ms. Pence highlighted the exhibits, events, camps and educational workshops at MLHHM and said the museum welcomed 2,100 visitors last year, the highest attendance for the museum yet! She highlighted the programs offered as well as the fees and said in MLHHM began charging admission in May 2023 for visitors over the age of 12; however, staff may reduce or waive admission.

Ms. Pence said the first of three pieces of carpenters lace is being installed at the MLHHM and Chair Wright asked if the project is being done by a local company. Ms. Pence said a local club, the Central Oklahoma Woodturners Association, has recreated the original pieces and is donating their labor. Commissioner Moxley asked if t

#### Park Board Meeting Page 3 of 5 August 3, 2023

MLHHM keeps a historical repository on the old(er) buildings in Norman, whether still standing or demolished. Ms. Pence said not at this time; however, one of her goals is to organize old photos at the museum which include pictures of old(er) buildings.

The Board acknowledged the report.

#### ITEM 5, being:

#### OPERATOR UPDATE ON YOUNG FAMILY ATHLETIC CENTER

Mr. Jason Olsen, Director of Parks and Recreation, said in May 2023, the City ceased contract negotiations with Santa Fe Family Life Center to become the Young Family Athletic Center (YFAC) operator after it became apparent that the risks associated with operations would be best facilitated by the Parks and Recreation Department. He said the Parks Department contacted the stakeholder groups involved with the YFAC and is working with these groups on leases, leagues and has a clear vision of using the YFAC for the best interest of the residents of Norman. Mr. Olsen highlighted the YFAC budget, revenue projections, fee schedule and booking policy. He said construction continues on the building, parking lot, including Trae Young Drive and the YFAC should be completed and open in January, 2024, just in time for the winter league. A February ribbon cutting will be scheduled to accommodate Trae Young's schedule.

Mr. Olsen introduced Mr. Kellen McCoy and said he will be the Athletics Operations Supervisor at the YFAC. He said Mr. Josh Holman is the supervisor at the Westwood Family Aquatic Facility (WWFAC). He said Mr. Holman will operate both the WWFAC pool(s) as well as the YFAC pool(s) and will work at the WFFAC in the summer months and the YFAC in the fall and winter months.

Mr. Olsen said City Council will consider the YFAC Facility Policy on August 8, 2023. Commissioner Sallee asked about insurance on the YFAC facility and Mr. Olsen said the City is self-insured, but any accidents will fall under the Tort Claim. Commissioner Sheriff asked about the Norman Regional Hospital sponsorship and Mr. Olsen said NRH paid construction costs for their space at the YFAC. He said the City will not get any fees from NRH and they will pay their own utilities. Commissioner Sheriff asked what will happen to the current recreation centers when the YFAC opens and Mr. Olsen said Irving Recreation and Whittier Recreation will primarily offer child care and 12th Avenue Recreation will continue to offer programming and child care.

Commissioner Davison made the motion, and Commissioner Isacksen seconded to recommend City Council accept the proposed YFAC Policy and that the City of Norman Parks and Recreation be the operator for the YFAC. The vote was taken with the following results:

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

NAY: None

#### ITEM 6, being:

## CONSIDERATION OF LAND OR FEE IN LIEU OF PARK LAND FOR THE ARMSTRONG BANK CONSOLIDATION PROJECT PUD ADDITON

Mr. James Briggs, Planning Development Manager, said the Armstrong Bank Consolidation Project PUD Addition is located on west side of 24th Avenue SE, south of Cedar Lane Road. This large development is mostly comprised of a mix of commercial properties and a new Armstrong Bank building, with one block of residential development for long-term senior living units and one block of apartments. There are 400 total units of RM-6 type development in the PUD, requiring 1.77 acres of park land. Mr. Briggs said this development will yield \$30,000 in Neighborhood Park Development Fees and the same amount in Community Park Development Fees once all building permits have been issued. He said the developer has requested a Fee-in-Lieu of land decision for this project and Staff agree with their proposal; with the fees collected for this addition being assigned to the Links Park development account. This park is located across the street from the development and will be fully developed in the coming few years, as part of the Norman Forward New Neighborhood Parks Project. Mr. Briggs said the developer have stated there are no firm

#### Park Board Meeting Page 4 of 5 August 3, 2023

commitments from other developers in this preliminary site development plan and if there is a change in use for the land, then a new preliminary plat will be developed and brought back to the Park Board.

Mr. Briggs said Staff recommends that the Park Board accept the Fee-in-Lieu of park land decision for the Armstrong Bank Consolidation Project PUD Addition.

Commissioner Moxley motioned, and Commissioner Davison seconded to accept the Fee-in-Lieu of Parkland decision for the Armstrong Bank Consolidation Project PUD Addition. The vote was taken with the following results:

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

NAY: None

#### ITEM 7, being:

#### NORMAN FORWARD UPDATE

Mr. Jason Olsen gave an update on the Norman Forward Projects.

#### Griffin Park

Mr. Olsen said work continues at Griffin Park, to include drainage, restroom building. Work also continues on the new park road at High Meadows and 12<sup>th</sup> Avenue NW, which is being completed by the Public Works Department. Mr. Olsen said a ribbon cutting for the project is scheduled for September 16, 2023.

Mr. Olsen said Norman is currently hosting the National Beep Ball Association's World Series at Griffin Park and the games began August 1 and will run through August 5, 2023. He said Beep Ball is an adaptive version of baseball designed for individuals who are blind or visually impaired and said more information could be found at nbba.org.

#### **Adult Wellness and Education Center**

Mr. Olsen said work continued at the Adult Wellness and Education Center to include flooring and placing new furniture and showed pictures depicting progress at the facility. He said the project should be substantially complete by late summer. Staff will work with the operator for approximately 30 days to get the facility up and running. A ribbon cutting is expected in late October to early November.

#### **Bentley Park**

Mr. Olsen said new trees were recently planted at Bentley Park and the new playground equipment is expected to arrive in November or December. He said a pre-bid meeting was recently held for the construction of the planned tennis court and pickle ball court. Mr. Olsen said the new park will also include a large picnic pavilion, basketball half-court, walking trail and native plant reservations.

ITEM 7, being:

#### DIVISIONAL UPDATES

Ms. Veronica Tracy, Recreation Manager, highlighted the Recreation activities to include the Hotter 'N Hell Golf Tournament scheduled on Friday, August 11 at Westwood Golf and said the tournament supports the United Way of Norman. Ms. Tracy said a Westwood Family Aquatic Center (WWFAC) Dive-In Movie Night is scheduled on August 12 at 8:30 pm with the showing of Ant-Man and the Wasp: Quantumania. Admission is free for season passholders and \$5.00 for others. She said beginning August 7, the pool will going to our back to school schedule and open swim only be available on weekends; however, weekday morning activities will continue. Ms. Tracy said the After School Programs are open for enrollment and is only \$40 per week per child.

Mr. James Briggs, Park Development Manager, said new scoreboards are being installed at the Reaves Park t-ball quad. He said the boards are being supplied free-of-charge from a group that will sell advertising on the boards; and split this revenue with the City of Norman. Other projects will continue at Reaves to improve the fencing at the older baseball and softball fields, construct a small maintenance shop and material yard for the park, and replace the old restroom building near the playgrounds in the park.

Mr. Briggs said a contract will be awarded soon for the Sutton Urban Wilderness Project to complete a project to expand the parking lot and improve the southern trail spur in this park that connects to the trail in Griffin Park.

#### Park Board Meeting Page 5 of 5 August 3, 2023

Work will proceed through the summer; and be completed this fall. The project is being partly funded via a Recreational Trails Grant, awarded by the State of Oklahoma Department of Tourism & Recreation. The Norman Forward Saxon Park Ad-Hoc Committee has been formed, and meetings will begin soon. Mr. Briggs said Mr. Colin Zink, City Forester, is working with Davey Resource Group for professional services to complete an urban tree inventory, tree ordinance review, and work on an Urban Forest Master Plan for Norman. He said Staff will begin the Andrews Park Master Plan Project soon and will have several public input sessions to gain input. Mr. Briggs said a final master plan will be design work only and is not yet funded, but will help guide budget and work planning for Norman's original park. He said a "Walk in the Forest" event is on September 23, 2023 at Ruby Grant Park. He said the Parks and Recreation Department is collaborating with the Oklahoma State Forestry Division on this free family-friendly event.

MISCELLAN None.	EOUS DISCUSSION								
PUBLIC COM	IMENTS								
Mr. Evan Dunn, concerned caretaking in City Parks.	citizen, suggested	the City	address	the	homeless	issue	by	allowing	garden-type
ADJOURNMI									
Chair Wright adjourned the r	neeting at 7:35 p.m.								
Passed and approved this	of		2	2023					
Kristi D Wright Chair		<del></del>							

#### File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-1617-113: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, AND HALFF ASSOCIATES IN THE AMOUNT OF \$91,750 FOR ADDITIONAL DESIGN SERVICES FOR THE NORMAN FORWARD PROGRAM REAVES PARK RENOVATION PROJECT, AS OUTLINED IN THE STAFF REPORT.



#### CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE: 9/12/2023** 

**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 AMENDMENT THREE TO CONTRACT K-1617-113: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, AND HALFF ASSOCIATES IN THE AMOUNT OF \$91,750 FOR ADDITIONAL DESIGN SERVICES FOR THE NORMAN FORWARD PROGRAM REAVES PARK RENOVATION PROJECT, AS OUTLINED IN

THE STAFF REPORT.

#### **BACKGROUND:**

On October 13, 2015, Norman citizens passed the Norman Forward Initiative, which funds various projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward Initiative was a project to improve Reaves Park, resulting in all youth baseball and softball being played at Reaves. On March 21, 2017, the City Council approved Contract K-1617-113 with Halff Associates for \$704,500 for Professional Design Services for the Reaves Park Sports Complex Phase I. Flintco, L.L.C. (Flintco) was subsequently selected and hired to provide construction management at-risk (CMaR) services for the Reaves Park Renovation project. The park renovation work at Reaves Park included demolishing the old Park Maintenance facility in the park to make room for a new "quad" of ballfields, among several improvements made to the park. The budget for Reaves Park also included the funding necessary to construct a new Park Maintenance facility at the North Base complex. That work was completed via a separate contract with a different design firm. The design for the renovation of Reaves Park awarded to Halff Associates included all design work—including all construction documents and a fixed number of construction-phase site inspections, with Flintco acting as the Construction Manager, and the work was sent for bid in July 2021.

#### DISCUSSION:

Also included in the 2015 Norman Forward Initiative was a project to build new adult softball fields and youth football fields at a "Community Sports Park" on land that was to be purchased by the City. The Community Sports Park project was set up with a total budget of \$2.5 million, which was inadequate to deliver the stand-alone project initially envisioned for the adult softball and youth football programs. Additional funding was proposed in a General Obligation Bond issue considered on August 25, 2020, which was unsuccessful. As a result, the citizen Ad Hoc Groups for the Community Sports Park, Ruby Grant Park, and Reaves Park Complexes

determined that the adult softball improvements could be incorporated as part of the Reaves Park project, and the youth football improvements could be included as part of the Ruby Grant Park project. The Ruby Grant youth football design and construction work was awarded to separate firms. That work was funded from a portion of the Norman Forward Community Sports Park project allocation, and has been completed. The work to include adult softball activities at Reaves included the completion of additional design documents for additional west parking lot grading, drainage, and construction, along with additional work at the existing softball fields.

The Parks Department was also tasked during the construction of the Reaves Park renovation project with coordinating our design team from Halff with the design engineers for both the Jenkins Avenue widening and the Constitution Street multi-modal path construction projects, to modify our design and construction as needed to keep those projects on schedule and budget. Other unforeseen site conditions discovered during construction warranted additional design work from Halff, and the project scope and schedule were expanded due to these other factors being intertwined with the Reaves Park Renovation. On June 9, 2020, the City's contract with Halff was amended by an additional \$173,000 to provide additional professional landscape services. The contract was amended again on February 9, 2021, to increase the contract by an additional \$132,535 to provide additional professional and landscape and architectural services related to the Norman Forward Reaves Park Baseball Complex Project.

Now that the construction for this phase of Reaves Park is complete, Parks would also like to have Halff prepare a complete set of As-Built plans for the project that incorporates the multiple changes to the original design based on the additional park features, changes caused by adjacent public works and utility projects, and unknown field conditions that all had to be accommodated during the construction process. Halff has provided the attached detailed breakdown of all tasks and costs for their design services during this project. It was agreed to be supplied after construction and paid from the known project account balance for the NF Reaves Park and Community Sports Park projects built at Reaves Park.

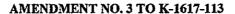
On February 18, 2023, a final punch walk was done for the Reaves Park Improvement Project with the Owner, Architect, and Contractor. At that time, all final construction costs were confirmed for the project, including all instances where the project contingency was utilized to cover expenses associated with the project conditions and all weather delays encountered over the 17 months it took to perform the work. On June 13, 2023, the Council approved the final payment to FLINTCO for the Reaves Park Renovation Project Construction.

After that, we asked Halff to provide all final project costs for the additional design & engineering tasks up through construction completion, including the production of the aforementioned complete set of As-Built drawings.

#### **RECOMMENDATION:**

It is recommended that the NMA/City Council approve the Third Amendment to Contract 1617-113 with Halff Associates for the NORMAN FORWARD Reaves Park Renovation Project in the amount of \$91,750. Funding is available in the Norman Forward Community Sports Park Project, Design (account 51794442-46201; project NFB005).

#### Amend. No. 3 to K-1617-113



This Amendment No. 3 to Contract No. K-1617-113 is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_ is between the Norman Municipal Authority, a Public Trust having the City of Norman as it's Beneficiary (hereinafter referred to as the "Authority") and Halff Associates, Inc. (hereinafter referred to as the "Consultant").

#### WITNESSETH:

WHEREAS, the parties entered into Contract No. K-1617-113 on March 28, 2017, a:

## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT – REAVES PARK SPORTS COMPLEX

for the purpose of providing a variety of services outlined therein ("Consultant Services"); and

WHEREAS, the parties have agreed to the provision of additional services, as outlined and described in the attached, which are hereby fully incorporated by reference ("Attachments A and B":

ATTACHMENT A – ADDITIONAL LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING & DESIGN SERVICES FOR REAVES PARK SPORTS COMPLEX PHASE I REVISED;

And ATTACHMENT B-N/A.

#### ATTACHMENT C-N/A

WHEREAS, the original contract must be amended to incorporate the Consultant's work as described herein and associated fees; and

WHEREAS, the total compensation to be paid to the Consultant for this Contract and Amendment shall be as follows:

#### For the original Contract:

Not to exceed \$704,500 for Consultant services

#### For Amendment No. 1:

Not to exceed \$172,000 for Design Consultant services

#### For Amendment No. 2:

Not to exceed \$132,535 for Design Consultant services

#### For Amendment No. 3:

Not to exceed \$91,750 for Design Consultant services

#### **Total Amended Contract:**

Not to exceed \$1,100,785 (an increase of \$91,750) for all services.

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#### Amend. No. 3 to K-1617-113

NOW, THEREFORE, the parties desire to amend Contract No. K-1617-113 as follows:

Add Attachment A, which set forth the applicable terms relating to the additional Consultant Services outlined described therein, as well as applicable costs.

All other terms of Contract No. K-1617-113 shall remain in full force and effect.

	TNESS WHEREOF, the AUTHORITY and to Contract No. K-1617-113.	the CONSULTANT have executed this Amendment
DATE	D this day of	, 2023.
NORN	MAN MUNICIPAL AUTHORITY	
("Autl	hority")	
Ву:		
-	Chair, Mayor Larry Heikkila	
ATTE	ST:	
By:		
	Secretary, Brenda Hall, City Clerk	
Appro	ved as to form and legality this $\underline{\mathscr{G}}$ day of _	Sontenser, 2023.
		Burbal
		Office of the City Attorney
HALF	F ASSOCIATES, INC.	
("Con	sultant")	
Ву:	Selfory	_
Name:	Sally Horsey, PLA	-
Title:	PLA Team Leader	<del>.</del>
ATTE	ST:	
Ву:	0/80	<u>-</u>
Title:	Vice President, Operations Manager, OKC	_



June 29, 2023

Mr. Briggs Parks and Recreation 201-C West Gray Norman, OK 73070

RE: Contract Amendment No. 3: Reaves Park Phase I
Additional Document Revisions, Bidding and Construction Administration (32378.003)

Dear Mr. Briggs,

Haiff Associates, Inc. is committed to serving the City of Norman to deliver a premier sports complex for the citizens of Norman. We are at an exciting stage in the process now with many of the Site's features nearing completion.

Since the onset of construction, there has been a significant amount of effort expended in response to City and Project requirements. To keep the project moving forward Halff has responded with urgency to coordinate with City Staff, the City's Program Manager, and the Contractor. This effort is beyond the established, contractual Scope of Work and caused the Construction Administration budget to be exhausted early in construction phase.

Halff is requesting Contract Amendment No. 3 to be compensated for efforts already completed. We submit the following Additional Scope of Work and fee proposal for the additional Design, Bidding and Construction Administration services at Reaves Park Sports Complex for your consideration.

We propose the following Additional Services as described in the Scope of Services (Attachment A). We appreciate your consideration of this amendment. Please feel free to contact me at 405-493-0344 or at <a href="mailto:ihazzard@halff.com">ihazzard@halff.com</a> if you have any questions or comments regarding the proposal.

Sincerely,

HALFF

James Hazzard, PLA Project Manager Oklahoma City, OK

Cc: Jason Olsen (City of Norman), Randy Hill (ADG)

1111 N. Lee Ave., Suite 400, Oklahoma City, OK 73103 | halff.com





Mr. James Briggs The City of Norman June 29, 2023 Page 2

# AMENDMENT NO. 3 ATTACHMENT A

## ADDITIONAL LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING, & DESIGN SERVICES FOR REAVES PARK COMPLEX – PHASE ONE

#### **PURPOSE**

Halff Associates (CONSULTANT) shall provide Design services to revise Final Construction Documents including Civil Engineering, Landscape Architecture for Reaves Park Sports Complex Phase I (PROJECT), for the City of Norman (CLIENT), as an <u>amendment to Contract# K-1617-113</u> executed March 21<sup>st</sup>, 2017. The PROJECT is approximately 45 acres within the 78-acre park. Based on the master plan and construction documents previously completed with an approximate \$8 million construction budget. Revised Phase I improvements completed for this Additional Scope of Work include:

- Additional external project coordination as required by Norman Public Works
- Additional required plan revisions from Norman Public Works review during construction
- Additional required plan revisions from Norman Permit review during construction
- Plan revisions caused by unforeseen site conditions
- Additional RFIs, material submittals, substitution requests
- Project construction timeline extension resulting in additional coordination and progress meetings
- Completed Construction administration tasks and effort reallocated from City's Program Manager

NOTE: The list of general program elements is not all-inclusive.



Mr. James Briggs The City of Norman June 29, 2023 Page 3

#### **AMENDMENT NO. 3**

#### SCOPE OF WORK

#### TASK 1 - REVISIONS TO CONSTRUCTION DOCUMENTS

Factors contributing to additional revised construction documents and bidding assistance not included in the original Scope of Work include:

#### Revisions to Construction Documents

- Design revisions and coordination meetings based on Norman Engineering Department review and comment after final plans submitted.
- City permit review & response received during construction
- Public Works review & response during construction
- Public Works external project coordination
- Jenkins Ave. drainage tle-in, phasing, and redesign coordination with City's External Consultant. External project design began after final plan delivery to City.
- Waterline replacement as-built coordination
- Sidewalk realignment in coordination with the proposed Constitution multipurpose trail
- Waterline extension design and fire hydrant tie in from waterline replacement
- "Lot 1" unknown conditions redesign
- Unforeseen sanitary sewer existing conditions
- RCB redesign at Park Road crossing
- Unforeseen disposal well location
- Unforeseen site constraints requiring in-depth earthwork review and calculation

#### TASK 2 - ADDITIONAL BIDDING ASSISTANCE SERVICES

Factors contributing to additional bidding assistance services not included in the original Scope of Work include:

#### **Bidding Assistance Services**

Multiple rebid packages, additional bid tab reviews, questions & answers, and substitution request reviews





Mr. James Briggs The City of Norman June 29, 2023

#### TASK 3 - ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES

Factors contributing to additional construction administration services not included in the original Scope of Work include:

#### Construction Administration Services

- Additional review and coordination of RFI's, submittals, and ASI's required to document and communicate to the Contractor changes and issues related to unknown conditions, required plans revisions at the direction of City Staff.
- Additional time for construction administration through project completion as determined by the Contractor through December 2022.
- Additional Site visits and meetings due to an extension of the construction contract beyond the original completion schedule date.

#### TASK 4 - ADDITIONAL AS-BUILT PLAN SERVICES

As-Built plan services are not included in the original contract or prior amendments. As-Built Plans will be prepared by HALFF at the request of the CITY. The As-Built plans will be prepared based on contractor provided red-lined plans and a final review of all approved field changes, change orders, ASI and RFI that may have changed the final construction of the project. Halff will provide the as-built plans in electronic PDF format on a flash drive and deliver it to the City of Norman.

#### PROJECT SCHEDULE

CONSULTANT has already performed the effort for Tasks 1, 2 and 3 of this proposed Contract Amendment No. 3. Construction of the project is completed, concluding with the ribbon cutting ceremony on March 25, 2023. The only remaining effort to perform is for Task 4. The project schedule shall be extended to 30 days after approval of this amendment.

#### **BASIS OF COMPENSATION**

#### A. Basic Fee Services:

The basis of compensation for Basic Fee services shall be as follows:

AMENDMENT NO. 3	FEE REQUESTED
Task 1— Revisions to Construction Documents	\$46,500
Task 2 – Additional Bidding Assistance Services	\$3,000
Task 3 – Additional Construction Administration Services	\$32,250
Task 4 – Addition of As-Built Plan Services	\$8,000
Direct Cost – AMENDMENT NO. 3	\$2,000
TOTAL AMENDMENT NO. 3 (Tasks 1, 2, 3, 4, & Direct Costs):	\$91,750





Mr. James Briggs The City of Norman June 29, 2023 Page 5

#### B. Billing Schedule:

The estimated fees and direct costs established above shall be considered a lump sum fee and involced monthly based on percentage of services completed. Work that has already been completed will be invoiced upon approval of this amendment.

Direct Costs shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals. All project related expenses will be billed at cost plus 10%.

#### File Attachments for Item:

24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FIVE TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$333,876 FOR A REVISED CONTRACT AMOUNT OF \$42,011,304 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.



#### CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE: 8/22/2023** 

**REQUESTER:** Jason Olsen, Director of Parks and Recreation

**PRESENTER:** Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION.

AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FIVE TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$333,876 FOR A REVISED CONTRACT AMOUNT OF \$42,011,304 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE

CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

#### **BACKGROUND:**

In October of 2015, Norman citizens passed the Norman Forward Initiative, funding various projects through a ½% sales tax increase over 15 years. The Norman Forward Initiative included projects to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as separate projects. After extensive public input and consideration by the City Council, acting as Trustees of the Norman Municipal Authority (NMA), these projects were combined into one more extensive project in 2018, located at the southeast corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex will include eight full-sized basketball or 12 volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-lane warm-up pool; concession stands; retail space; administration offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic to be placed between the multi-sports and aquatic complexes.

Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the project's architectural and engineering (A/E) consultant in March 2018. The building and the project were named the Young Family Athletic Center ("YFAC") in July of 2021 (K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building. NRHS has committed a minimum of \$6.7 million through a contract approved by the City Council in June of

2023 (K-2122-99) towards constructing a human sports and performance clinic inside the YFAC called "N-Motion."

#### DISCUSSION:

On February 9, 2021, the NMA/City Council approved Contract K-2021-97 with GE Johnson Construction Company to provide construction management at-risk (CMaR) services for the YFAC project. The initial contract amount of \$85,000 was approved to provide pre-construction services, which included plan review, design assistance, bidding services, and value engineering.

On September 14, 2021, NMA/City Council approved Amendment / Guaranteed Maximum Price (GMP) #1, which included earthwork, site clearing, and mass excavation; estimating and construction contingencies; general conditions for the entire project; and indirect costs, which included bonding, insurance, and CMaR fees. The total for GMP #1 was \$3,404,474 (making a then-cumulative total for Contract K-2021-97 of \$3,489,474).

On November 30, 2021, NMA/Council approved Amendment / GMP #2, which included building concrete, steel/joist/deck fabrication & erection, swimming pools, concrete/asphalt exterior paving, site utilities, and construction contingency, bonding/insurance and CMaR fees. The total for GMP #2 was \$12,875,632 (making a then-cumulative total for Contract K-2021-97 of \$16,365,106).

On February 22, 2022, NMA/Council approved / Amendment / GMP #3, which included bids for masonry, millwork, metal panels, roofing, windows, painting, flooring, elevators, plumbing/HVAC/mechanical, electrical, landscaping, and various other aspects of upward construction. The total for GMP #3 was \$22,659,079 (making the then-cumulative total for Contract K-2021-97 of \$39,024,185).

On June 6, 2022, NMA/Council approved / Amendment / GMP #4, which included bids for miscellaneous steel, specialty doors, hanger doors, project signage, saunas, a "Change Order" for civil and utility work due to an error in the design of the project's stormwater system and various other aspects of upward construction. The total for GMP #4 was \$2,653,243 (making the then-cumulative total for Contract K-2021-97 of \$41,677,428).

Amendment / GMP #5 is for two change orders that added scope to the YFAC project. The first change order is PR-45 for the Video Board (\$205,930), which will be large LED boards placed in the gym and aquatics area. The video board change includes electrical upgrades and steel to support the weight of the video boards. The second change order is PR-47 for building signage (\$102,821). The signage for the building includes signage near the roundabout on Trae Young Drive and building signage on front of the building.

The total amount for GMP / Amendment #5 is \$308,751 including indirect costs and fees of \$25,125, making the current cumulative total for Contract K-2021-97 is \$42,011,304. This is anticipated to be the project's fifth and final Amendment/GMP.

Our Project Consultants from ADG have participated throughout the entire process up to our current point of construction for this project. Further, the City Attorney's Office has reviewed and approved the amendment documents.

Item 24.

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

#### **RECOMMENDATION:**

It is recommended that the City Council, acting as the Norman Municipal Authority, approve Amendment #5 to CMaR Contract K-2021-97 with GE Johnson Construction Company in the amount of \$279,469 for a total contract of \$42,011,304 for the Young Family Athletic Center project for the Parks and Recreation Department.

Item 24.

Amendment No. 5 to K-2021-97 GMP Amendment 5 to CMaR

# AMENDMENT NO. 5 TO CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY

THIS AMENDMENT NO. 5 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Fourth Amendment") is made as of <u>July 31, 2023</u>, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and GE Johnson Construction Company, Inc. a Colorado corporation (the "Construction Manager").

#### **RECITALS:**

- A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2021-97), dated February 9, 2021, (the "Agreement"), for construction management services for the Multi-Sport and Aquatic Center Project, now the Young Family Athletic Center ("YFAC") project including plan review, design assistance, bidding services, and value engineering
- B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.
- The Construction Manager submitted the first of five anticipated GMP Proposals C. to the City Council on September 14, 2021. GMP No. 1 was approved for a total contract amount of \$3,404,474.00 (derived from the total cost of work for the Construction Phase of \$3,254,119 + the Indirect Cost and Fee of \$150.355.00). The Construction Manager also submitted the second of four GMP Proposals to the City Council on November 30, 2021. GMP No. 2 was approved for an added contract amount of \$12,875,632.00 (derived from the total cost of work for the Construction Phase of \$12,306,993.00 + the Indirect Cost and Fee of \$568,639.00). GMP No. 3 was approved for an added contract amount of \$22,659,079.00 (derived from the total cost of work for the Construction Phase of \$21,658,364.00 + the Indirect Cost and Fee of \$1,000,715.00). GMP No. 4 was approved for an added contract amount of \$2,653,243.00 (derived from the total cost of work for the Construction Phase of \$2,513,814.00 + the Indirect Cost and Fee of \$139,430.00). GMP No. 5 was approved for an added contract amount of \$279,469.00 (derived from the total cost of work for the Construction Phase of \$267,316.00 + the Indirect Cost and Fee of \$12,153.00). The total amount of all amendments combined represent the total contract amount of \$41,956.897.00. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributable to the YFAC Project.
- D. The Construction Manager now submits the fifth of five anticipated GMP Proposals based on bids received and potential changes.



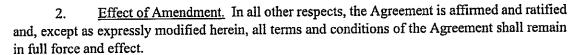
Amendment No. 5 to K-2021-97 GMP Amendment 5 to CMaR

#### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, NMA and the Construction Manager hereby agree as follows:

- 1. <u>Fifth GMP Amendment Established.</u> The Construction Manager's fifth guaranteed maximum price amendment for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be \$279,469.00 (derived from the total cost of work for the Construction Phase of \$267,316.00 + the Indirect Cost and Fee of \$12,153.00.) Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the YFAC Project). The GMP is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and Pursuant to any of the following documents, as applicable:
- A. <u>Basis for GMP.</u> Refer to COR No. 007/GMP Amendment #5 Summary and Breakdown sheet.
- B. <u>Contract Document Log.</u> Refer to Exhibit <u>A</u> for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit <u>A</u> and incorporated herein by reference.
- C. Allowances. Refer to Exhibit  $\underline{B}$  for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit  $\underline{B}$  and incorporated herein by reference.
- D. <u>Assumptions.</u> Refer to Exhibit  $\underline{C}$  for a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit  $\underline{C}$  and incorporated herein by reference.
- E. Proposed Estimated Costs for GMP Amendment #5. Refer to Exhibit  $\underline{\mathbf{D}}$  for the proposed breakdown of the estimated costs for GMP #5. This includes the estimated costs, by Proposal Request, including General Conditions, other items and Fee that comprise the total estimated costs for GMP Amendment #5 and is attached hereto as Exhibit  $\underline{\mathbf{D}}$  and incorporated herein by reference.
- F. Substantial Completion. Refer to Exhibit  $\underline{\mathbf{E}}$  for Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit  $\underline{\mathbf{E}}$  and incorporated herein by reference.
- G. <u>Acceptance Period</u>. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit <u>F</u>**.

Amendment No. 5 to K-2021-97 GMP Amendment 5 to CMaR



Non-Default. By executing this Fifth Amendment, the Construction Manager 3. affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this Fifth Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fifth Amendment are forever waived.

#### [REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK] ISIGNATURE ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this FIFTH AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairperson of the Norman Municipal Authority.

CONSTRUCTION MANAGER (GE JOHNSON CONSTRUCTION COMPANY, INC)

dy N. Nance

Title: General Manager

ATTEST:

Subscribed and sworn to me this 25 day of 2023.

Commission Number: 23

**Expiration Date:** 

Item 24.

#### Amendment No. 5 to K-2021-97 GMP Amendment 5 to CMaR

# NORMAN MUNICIPAL AUTHORITY Reviewed and approved for form and legality this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023. Office of the General Counsel Approved by Norman Municipal Authority on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023. By: \_\_\_\_\_\_ Larry Heikkila, Chairperson ATTEST:

Brenda Hall, Secretary

25 North Cascade Avenue, Sulte 400 Colorado Springs, CO 80903 719.473.5321 V 719.473.5324 F www.gejohnson.com



July 27, 2023

Jason Olsen Norman Municipal Authority 201 West Gray Street Norman, OK 73069

RE:

NORMAN FORWARD INDOOR AQUATICS AND MULTI-SPORT FACILITY - JOB NO. OK1081

NORMAN, OKLAHOMA

**CHANGE ORDER REQUEST NO. 007** 

Dear Jason:

We have enclosed pricing information for GMP Amendment #5.

The total cost for this revision is \$279,469.00. A summary list along with all back-up documentation to substantiate our cost proposal is included for your review.

Item Number	Description	Proposed Amount	Company
001	PR-45 Video Board	\$205,930.00	
002	PR-43r1 Dumpster Enclosure	\$61,386.00	
Level 1	1% Contractor's Insurance	\$2,673.00	
Level 2	.15% Builder's Risk Insurance	\$405.00	
Level 3	.59% Performance and Payment Bond	\$1,595.00	
Level 4	2.75% CM/GC Fee	\$7,480.00	

002	PR-4311 Dumpster Englosure	
Level 1	1% Contractor's Insurance	\$2,673.00
Level 2	.15% Builder's Risk Insurance	\$405.00
Level 3	,59% Performance and Payment Bond	\$1,595.00
Level 4	2.75% CM/GC Fee	\$7,480.00
Level 7	2.75 % ClifeC 1 CC	
	4270 460 00	٦
□ Total Cost	Change Amount: \$279,469.00	

Please advise us no later than 8/10/2023, if we are to proceed with the revisions outlined in our cost proposal. After this date, our cost proposal will be considered void. Please sign below authorizing us to proceed with this Contract Change.

Should you have any questions, please feel free to contact this office.

Should you have any quasioney process			
Sincerely,	APPROVED		
G. E. JOHNSON CONSTRUCTION COMPANY, INC.			
7 lin DR	Signature		
Matt Richardson Project Manager	Date		

**Attachments** 

cc:

/FSB Architects

Dave Pastier/GE Johnson Construction Company

## GMP AMENDMENT NO. 5 EXHIBIT A ltem 24.



Proposal Request Transmittal

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

**PROJECT** 

Norman PRD - Multi-Sport &

DATE SENT

4/7/2023

Aquatics

FSB2018-069-01

SUBJECT

**DUMPSTER REVISIONS** 

PROPOSAL REQUEST

PR-043 R1

TYPE

Proposal Request

TRANSMITTAL ID

02130

**PURPOSE** 

For Review and Response

VIA

Info Exchange

#### FROM

NAME	COMPANY	EMAIL	PHONE
Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

TO

NAME	COMPANY	EMAIL	PHONE
Amanda Derrico	GE Johnson Construction Company United States	DerricoA@GEJohnson.co	
Christopher Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	(405) 842- 9556 298
Dustin Blalock		dustinblalock@jhbr.com	(405) 526- 0280
Joshua Young		youngj@gejohnson.com	
Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	kkillgore@fsb-ae.com	(405) 840- 2931 192
Kyle Arnoid		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson. com	

Item 24.

Proposal Request TransmittaL

DATE: 4/7/2023
ID: 02130

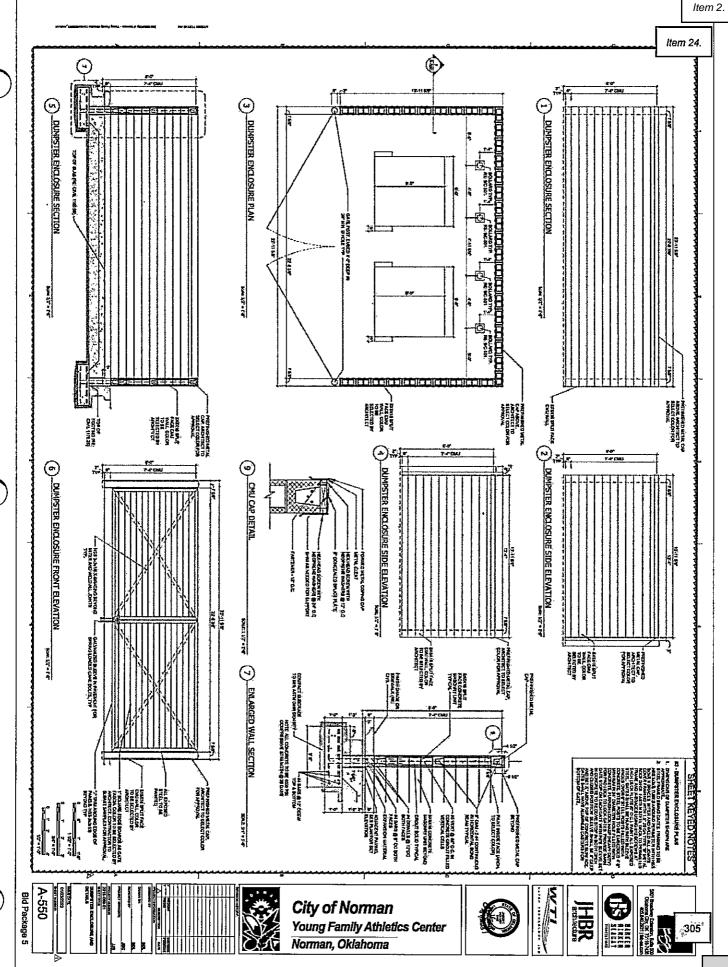
NAME	COMPANY	EMAIL	PHONE
Meg Paus	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	mpaus@fsb-ae.com	(405) 842- 9556 265
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842- 9556 147
Tim Mathews	GE Johnson Construction Company United States	mathewst@gejohnson.co m	
Wes Brannon	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	wbrannon@fsb-ae.com	(405) 840- 2931 289

REMARKS:

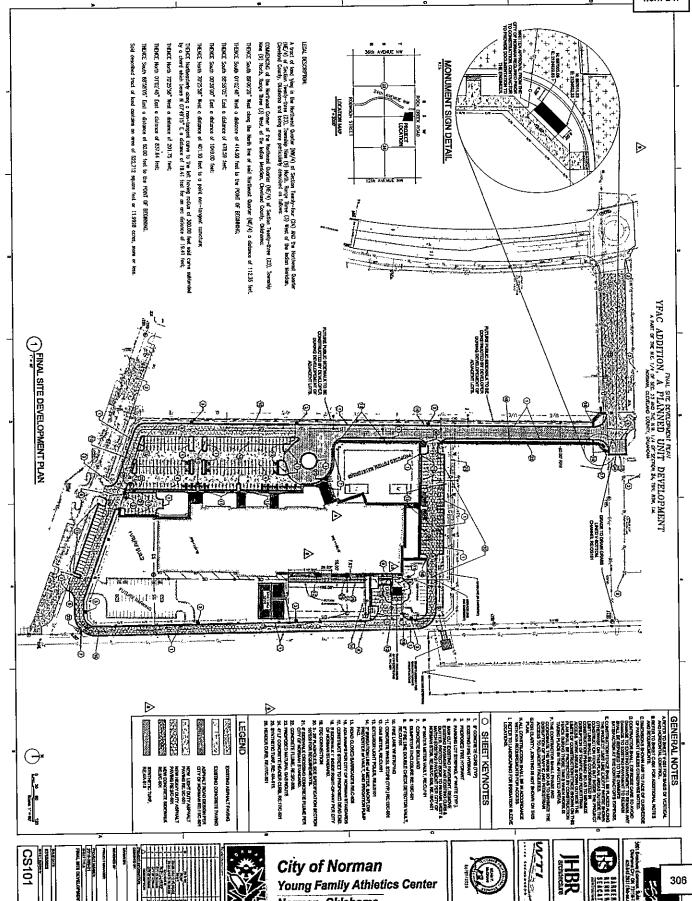
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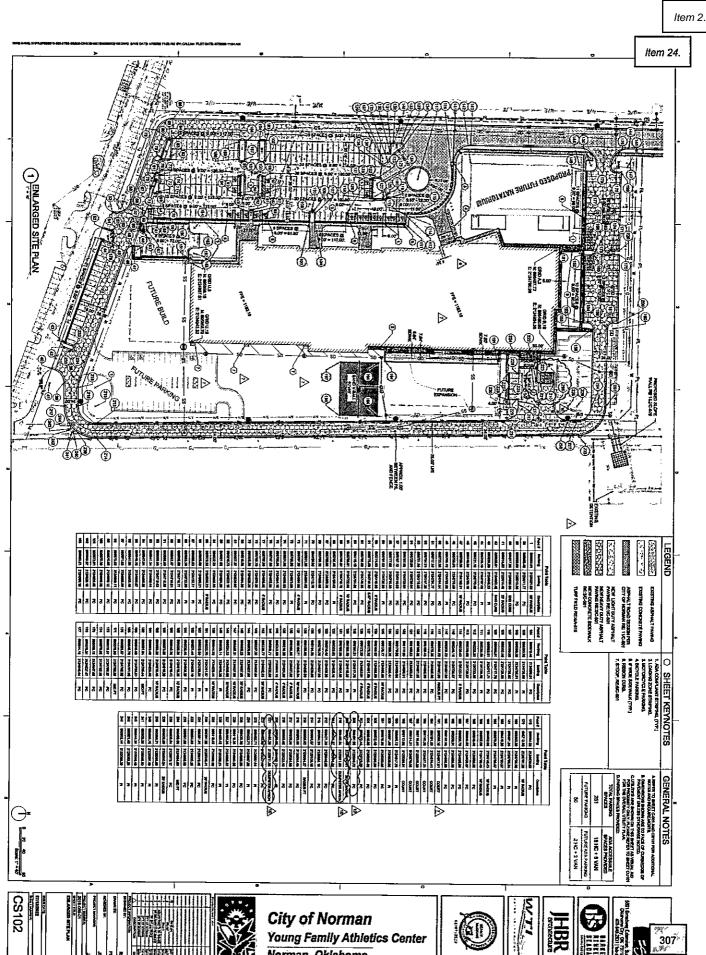
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Item 24.



Norman, Oklahoma



Norman, Oklahoma





### Proposal Request Transmittal

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

**PROJECT** 

Norman PRD - Multi-Sport &

DATE SENT

1/24/2023

Aquatics

FSB2018-069-01

**SUBJECT** 

**DUMPSTER ENCLOSURE** 

PROPOSAL REQUEST

PR-043

TYPE

Proposal Request

TRANSMITTAL ID

01882

**PURPOSE** 

For Review and Response

VIA

Info Exchange

#### FROM

Γ	NAME	COMPANY	EMAIL	PHONE
ı	Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

#### TO

NAME	COMPANY	EMAIL	PHONE
Amanda Derrico	GE Johnson Construction Company United States	DerricoA@GEJohnson.co m	
Chris Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	405-840-2931
Dustin Blalock		dustinblalock@jhbr.com	(405) 526- 0280
Joshua Young		youngj@gejohnson.com	
Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	kkillgore@fsb-ae.com	+1 (405) 840- 2931 Ext. 192
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson. com	

Page 1 of 2

# Proposal Request Transmittal DATE: 1/24/2023

Item 24.

ID:

1/24/2023 01882

NAME	COMPANY	EMAIL	PHONE
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842- 9556 147
Tim Mathews	GE Johnson Construction Company United States	mathewst@gejohnson.co m	

REMARKS:

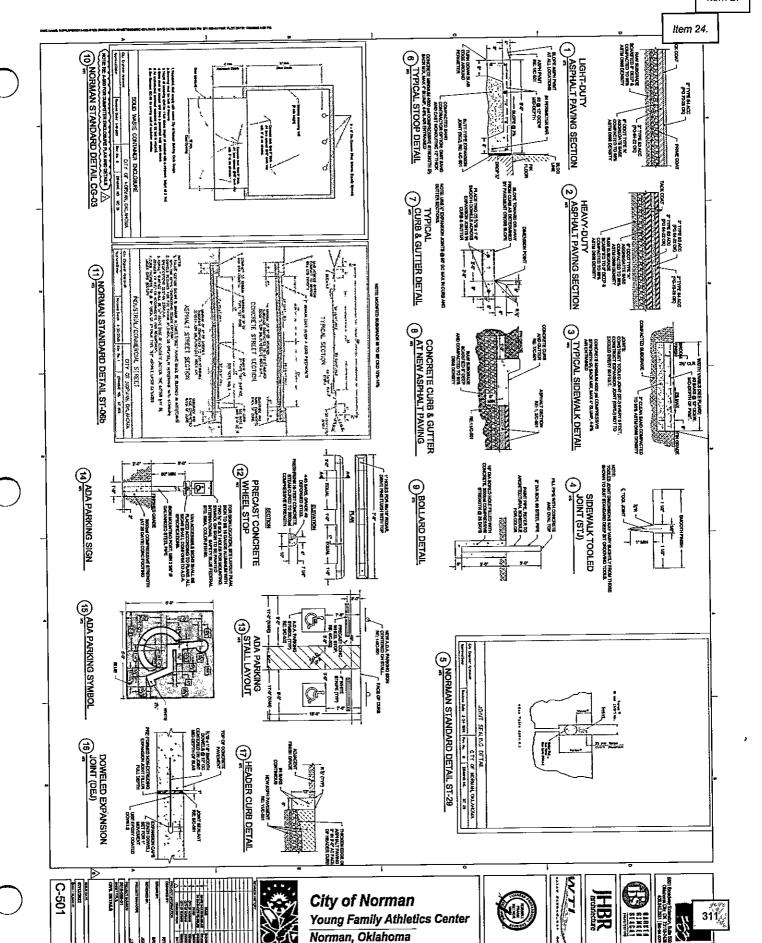
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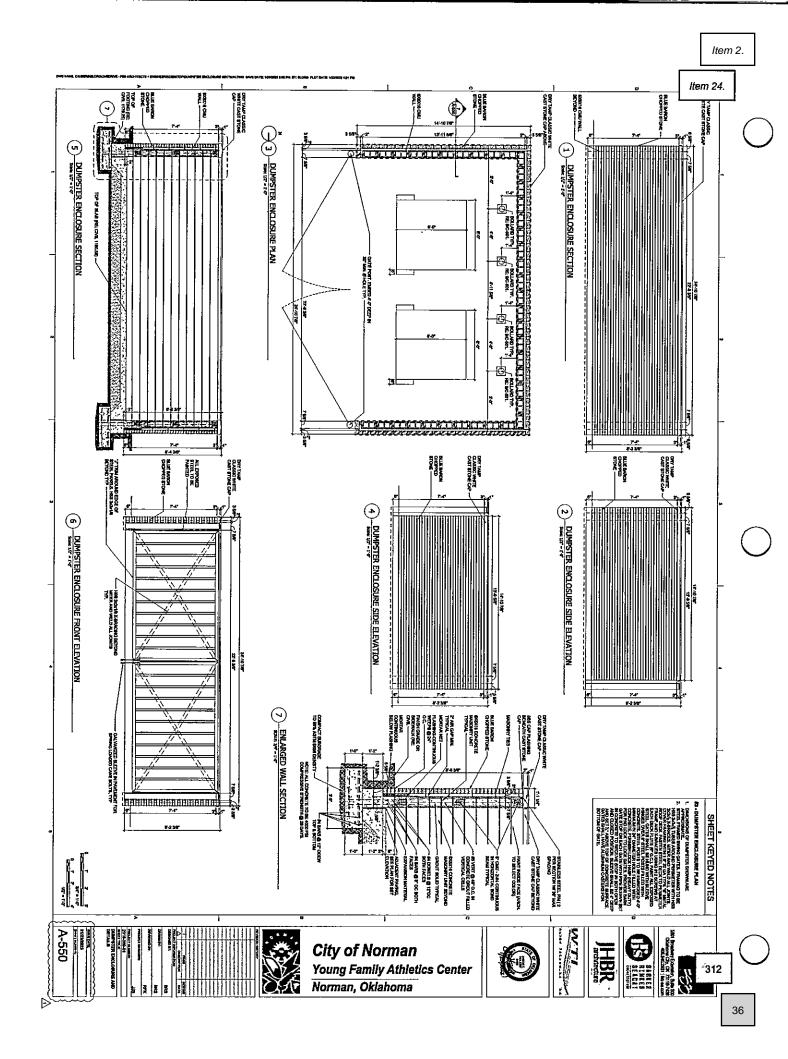
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1	1/24/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-043 COMBINED DRAWINGS.pdf				

Item 24.

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### Proposal Request Transmittal

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

**PROJECT** 

Norman PRD - Multi-Sport &

DATE SENT

5/12/2023

Aquatics

FSB2018-069-01

**SUBJECT** 

**VIDEO BOARD** 

PROPOSAL REQUEST

PR-042 R2

TYPE

Proposal Request

TRANSMITTAL ID

02241

**PURPOSE** 

For Review and Response

VIA 🔏

Info Exchange

#### FROM

NAME	COMPANY	EMAIL	PHONE
Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

TO

NAME	COMPANY	EMAIL	PHONE
Amanda Mascorro	GE Johnson Construction Company United States	Mascorroa@gejohnson.co m	
Christopher Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	(405) 842- 9556 298
Dustin Blalock		dustinblalock@jhbr.com	(405) 526- 0280
Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	kkillgore@fsb-ae.com	(405) 840- 2931 192
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson. com	
Meg Paus	FSB	mpaus@fsb-ae.com	(405) 842-

# Proposal Request Transmittal DATE: 5/12/2023

5/12/2023 02241

NAME COMPANY **EMAIL PHONE** 9556 265 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 **United States FSB** 5801 Broadway Extension, Suite (405) 842-Shawn Lorg 500 slorg@fsb-ae.com 9556 147 Oklahoma City OK 73118-7436 **United States** GE Johnson Construction Siddant Jain siddhantj@dpr.com Company **United States FSB** 5801 Broadway Extension, Suite (405) 840-Wes Brannon 500 wbrannon@fsb-ae.com 2931 289

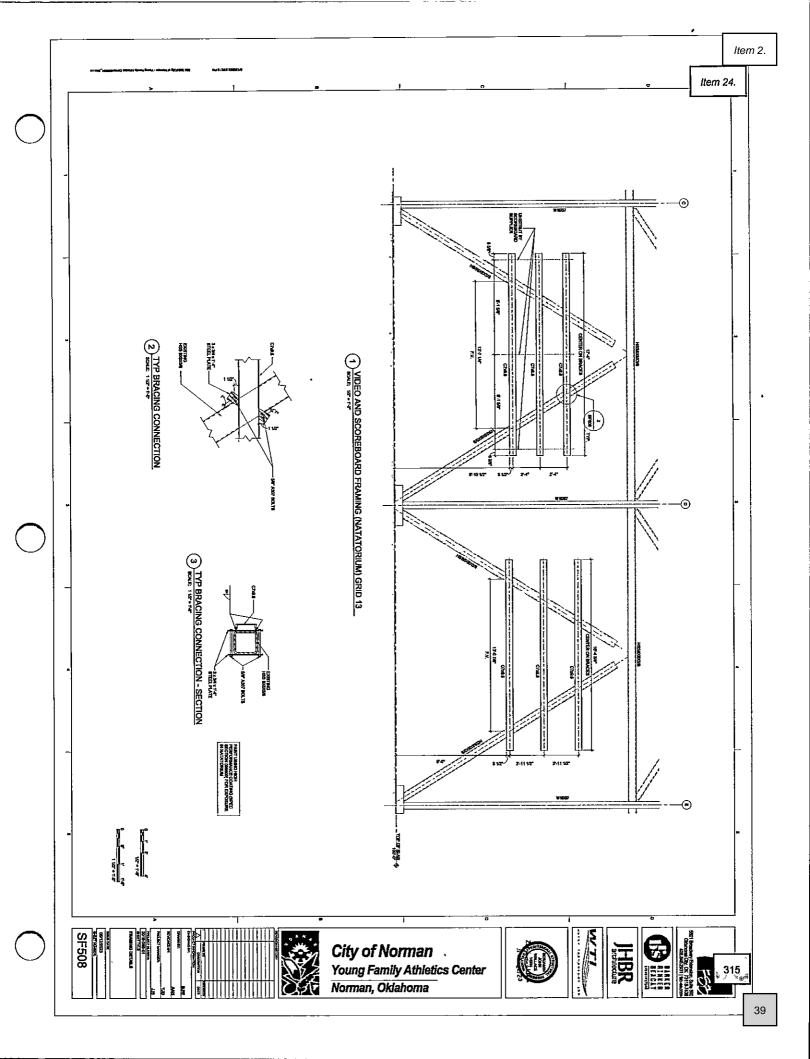
Oklahoma City OK 73118-7436 **United States** 

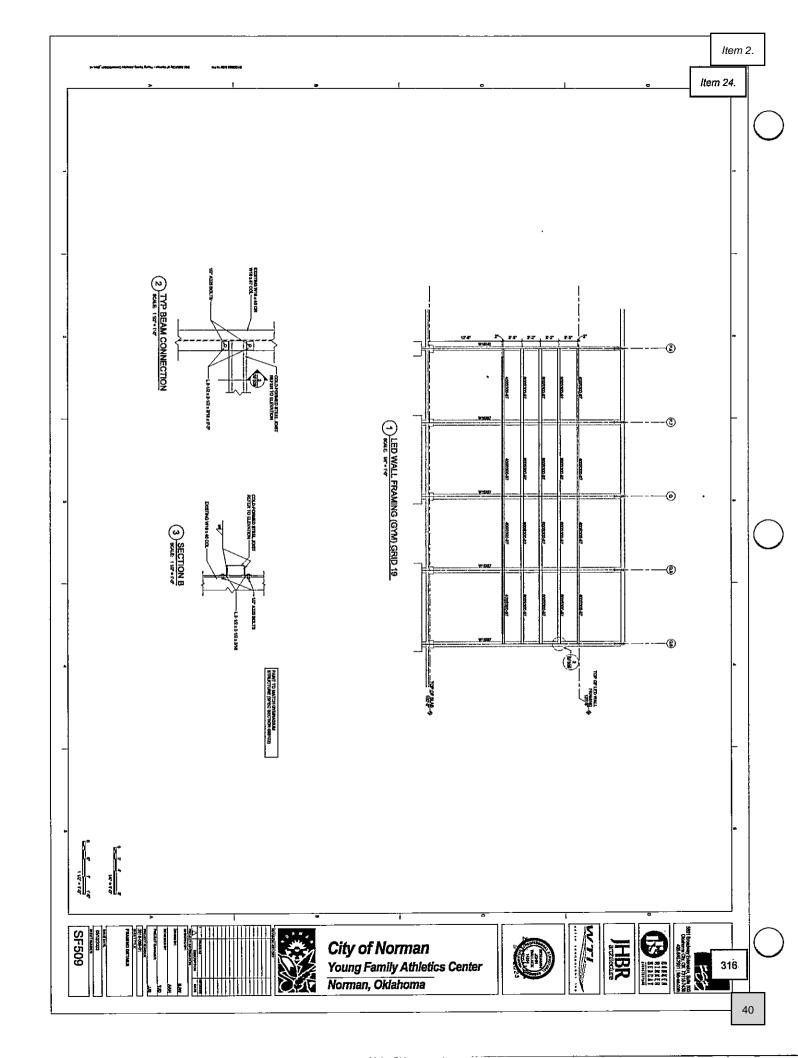
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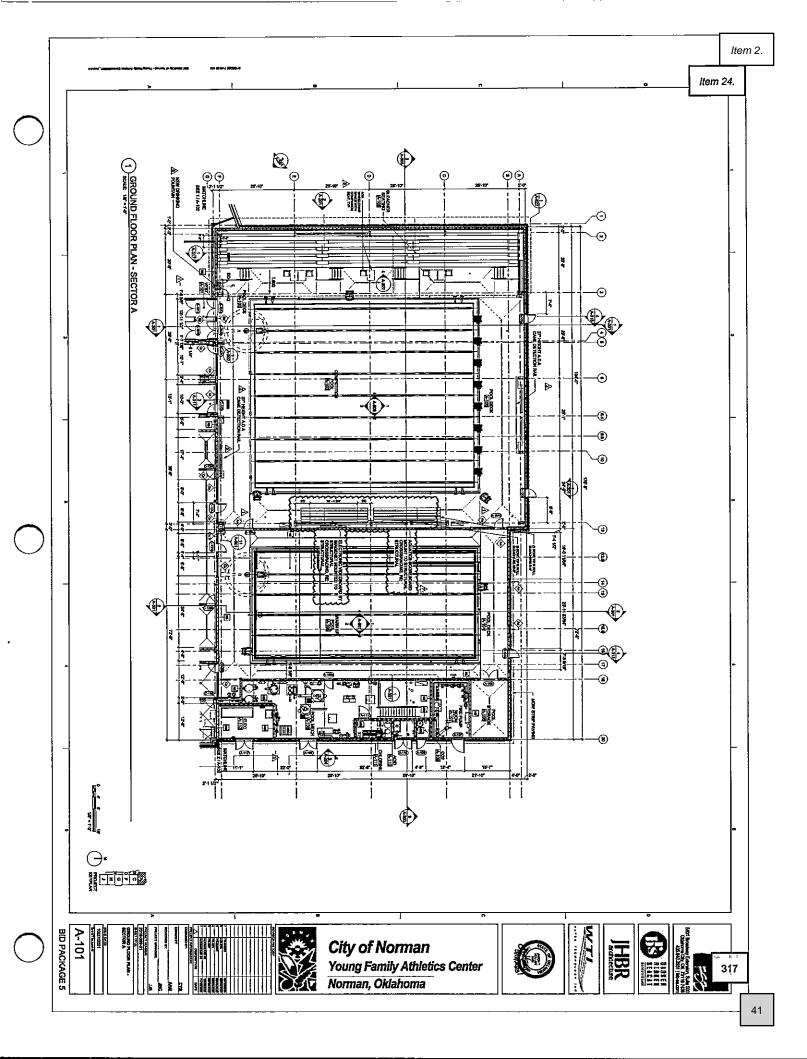
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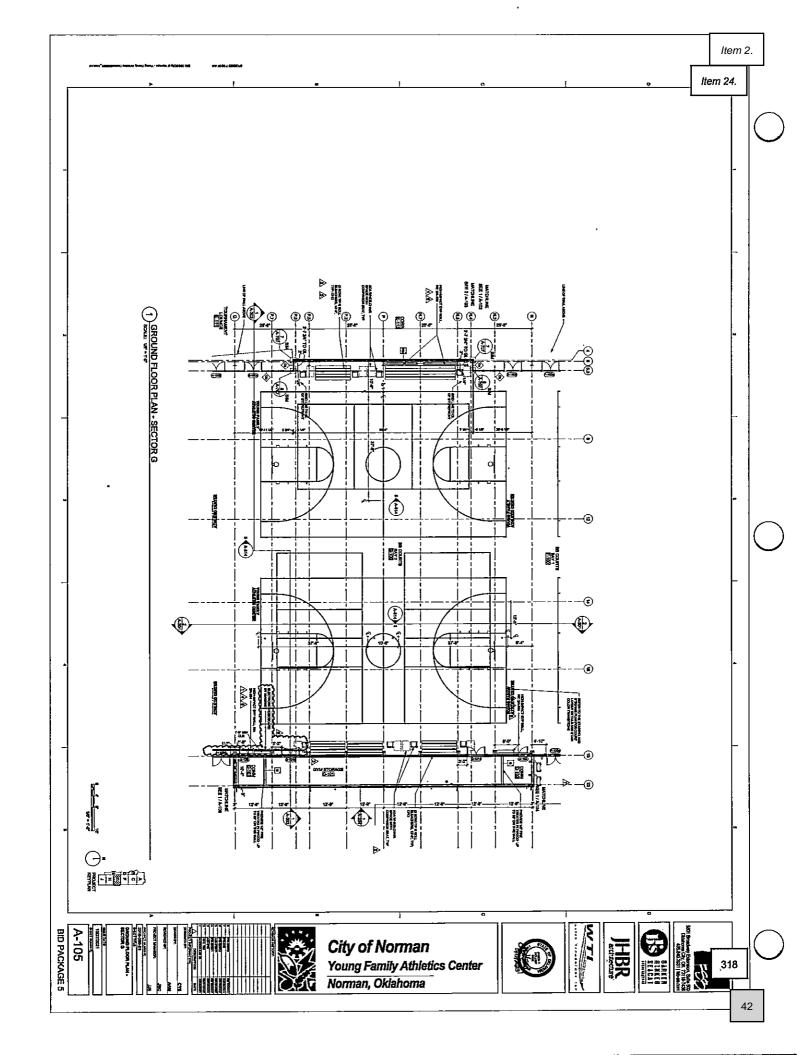
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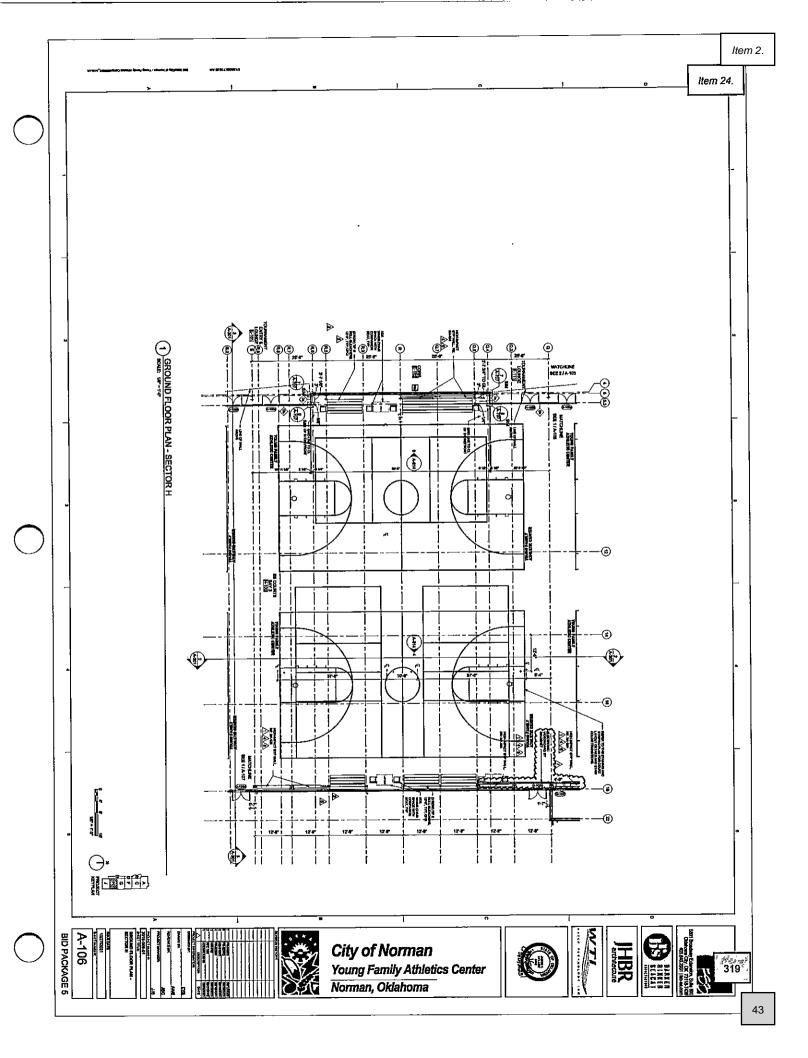
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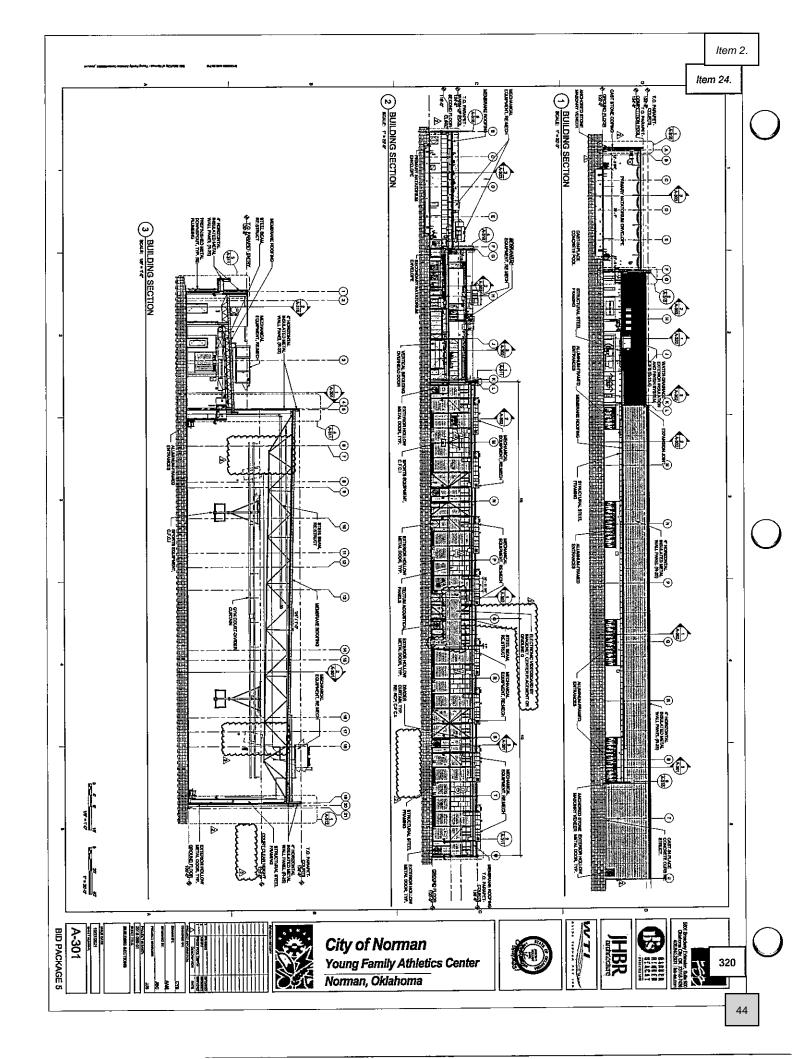


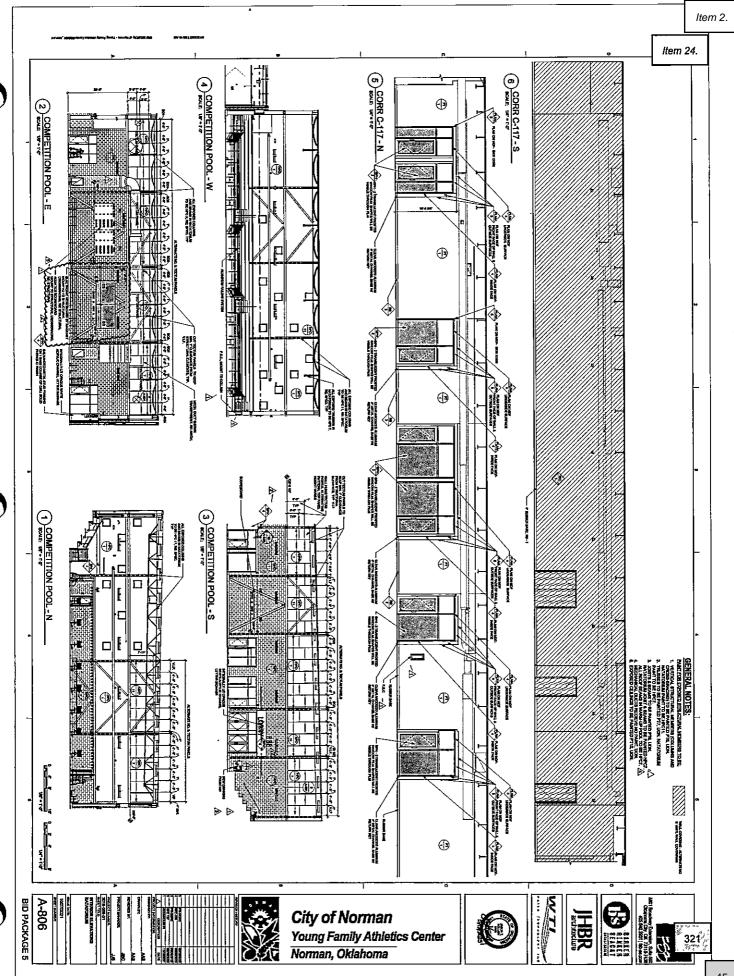


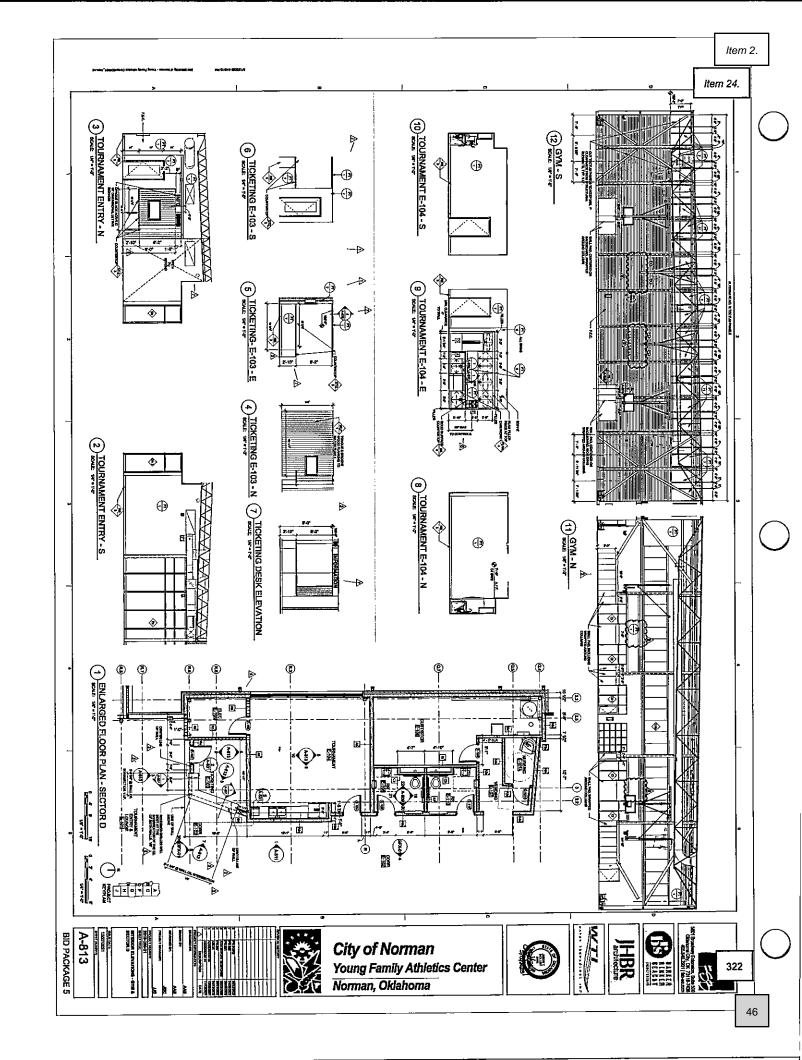


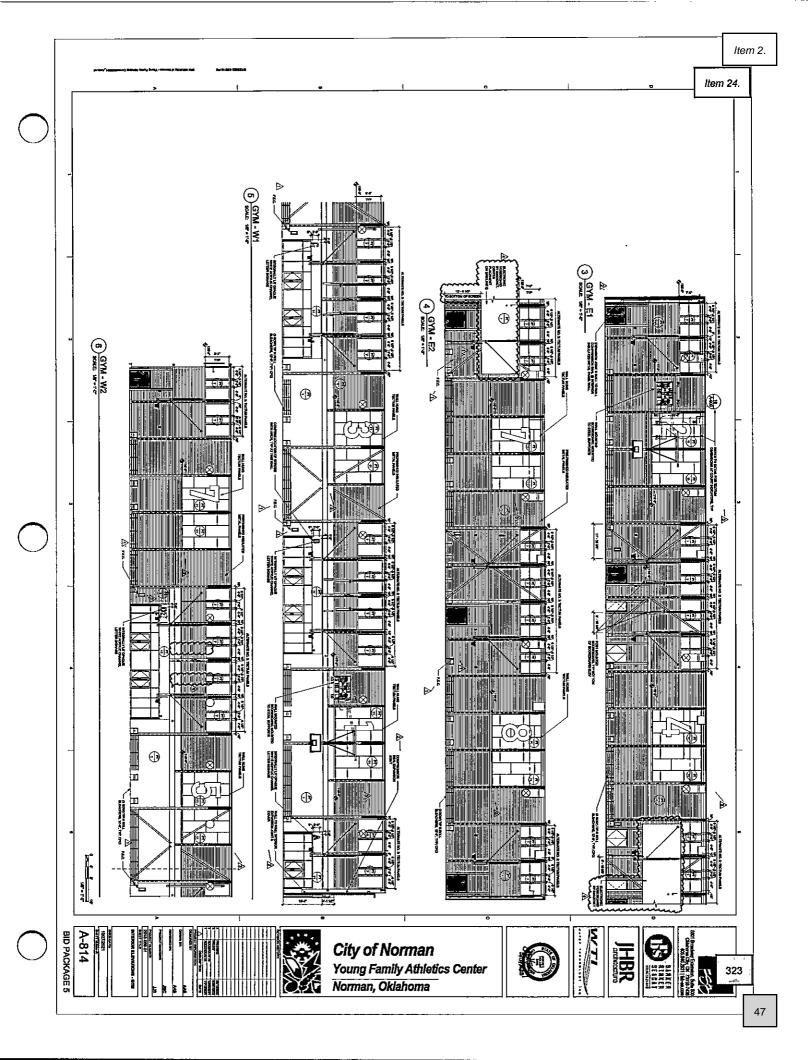


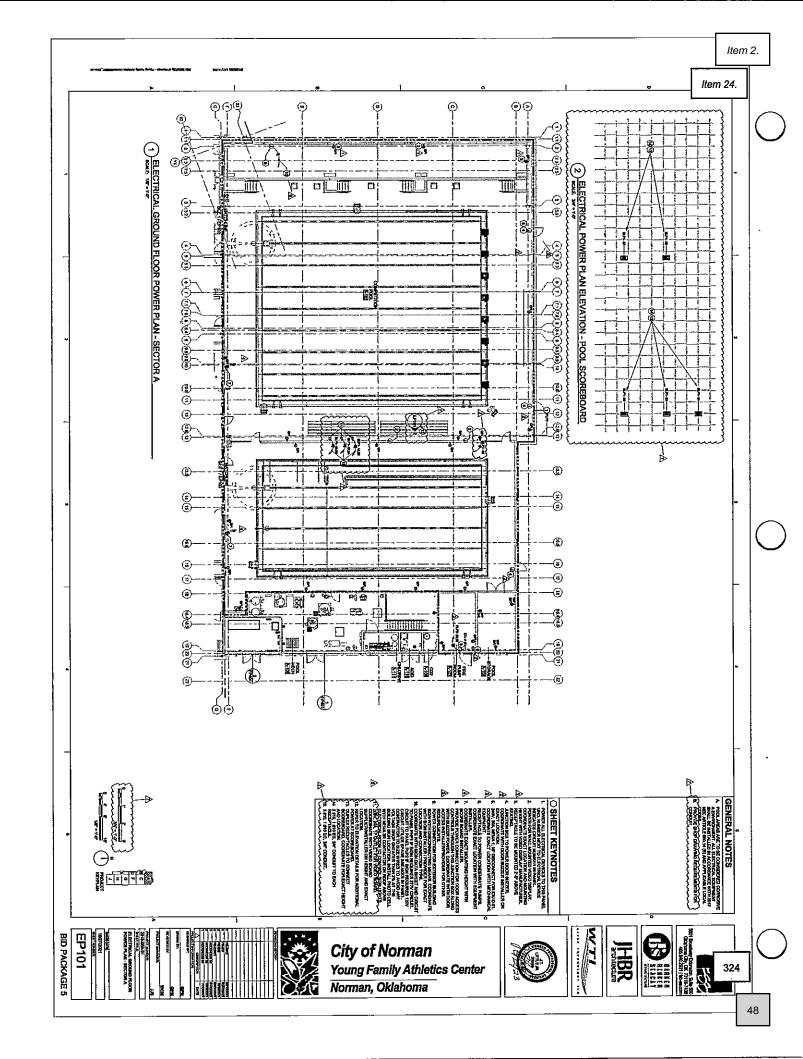


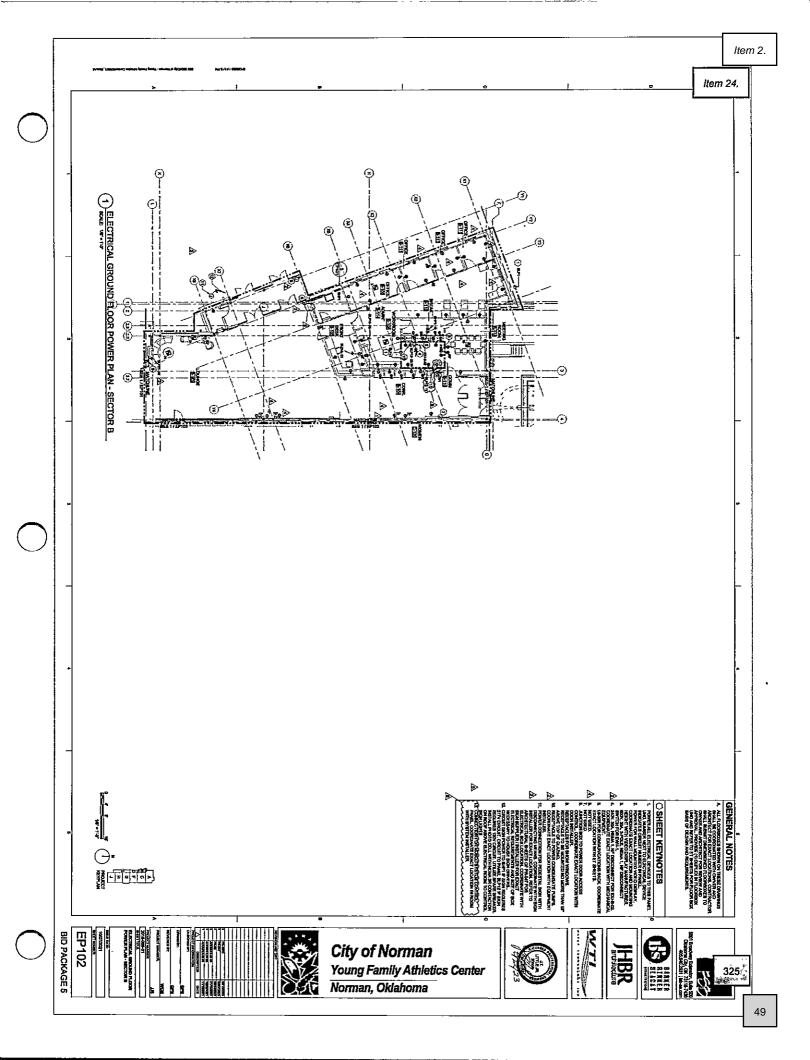


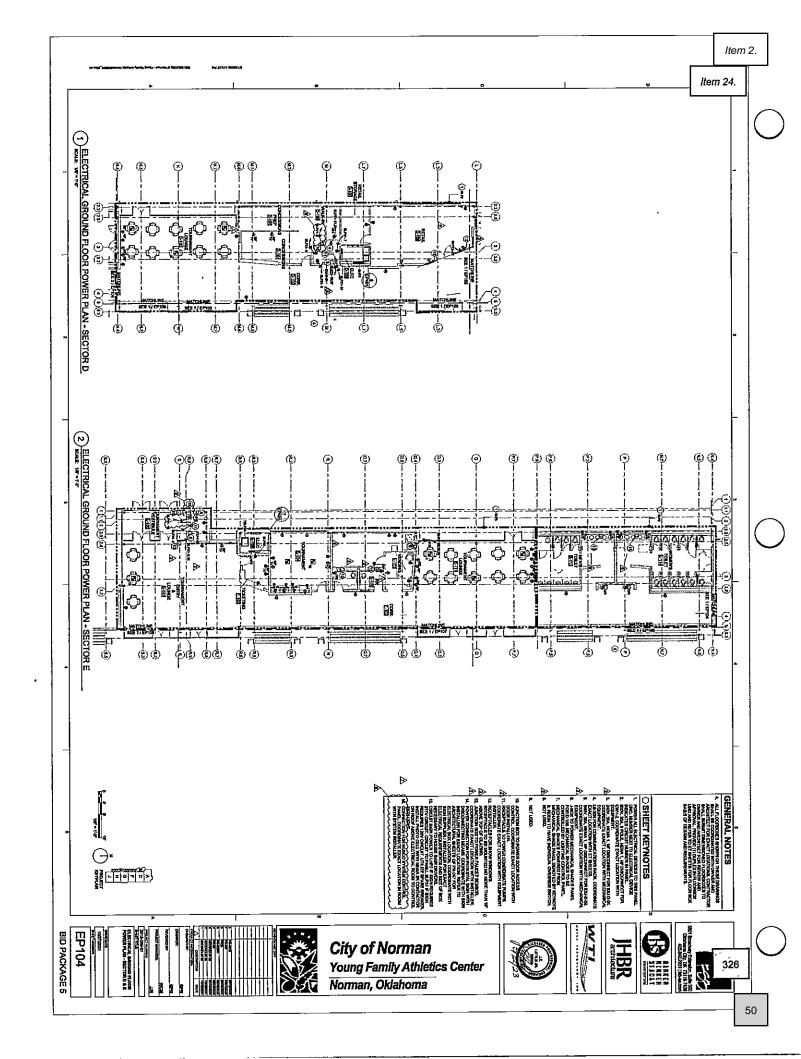


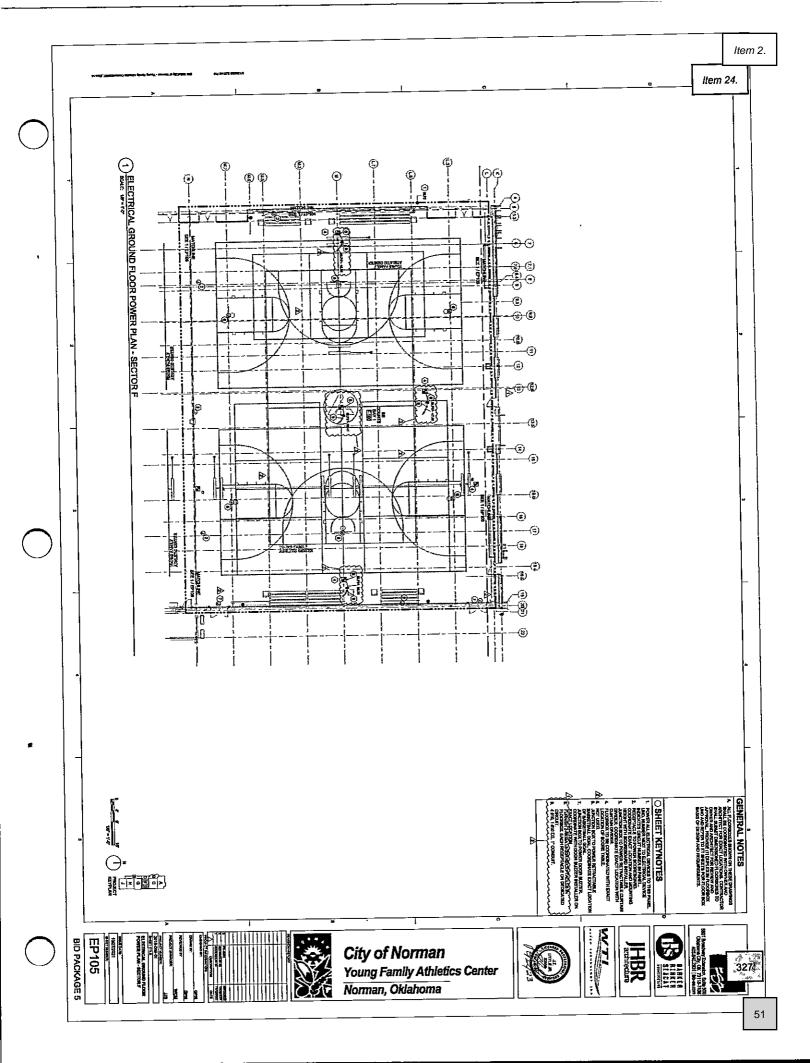


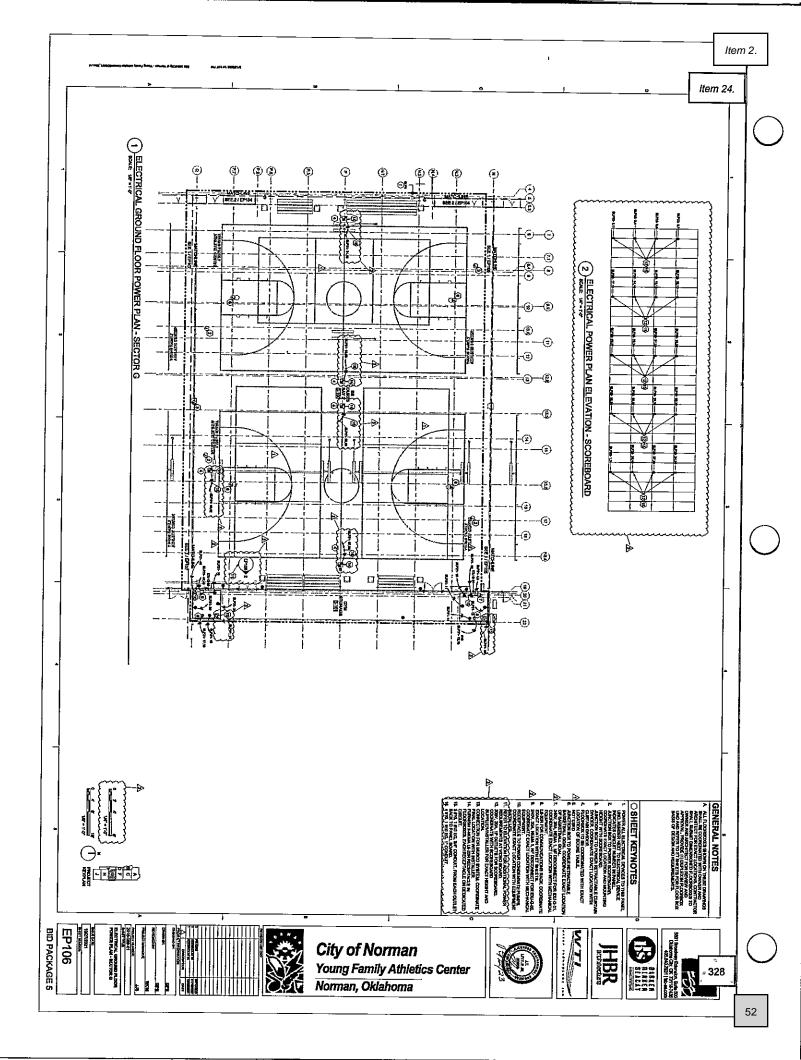


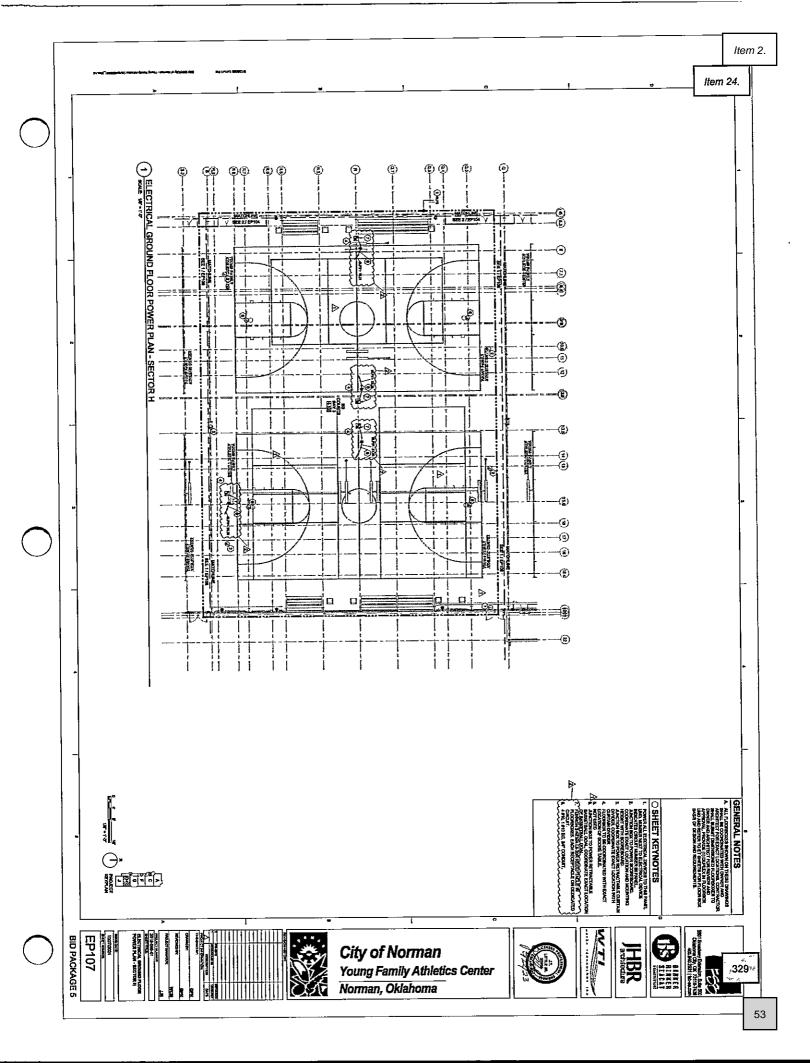


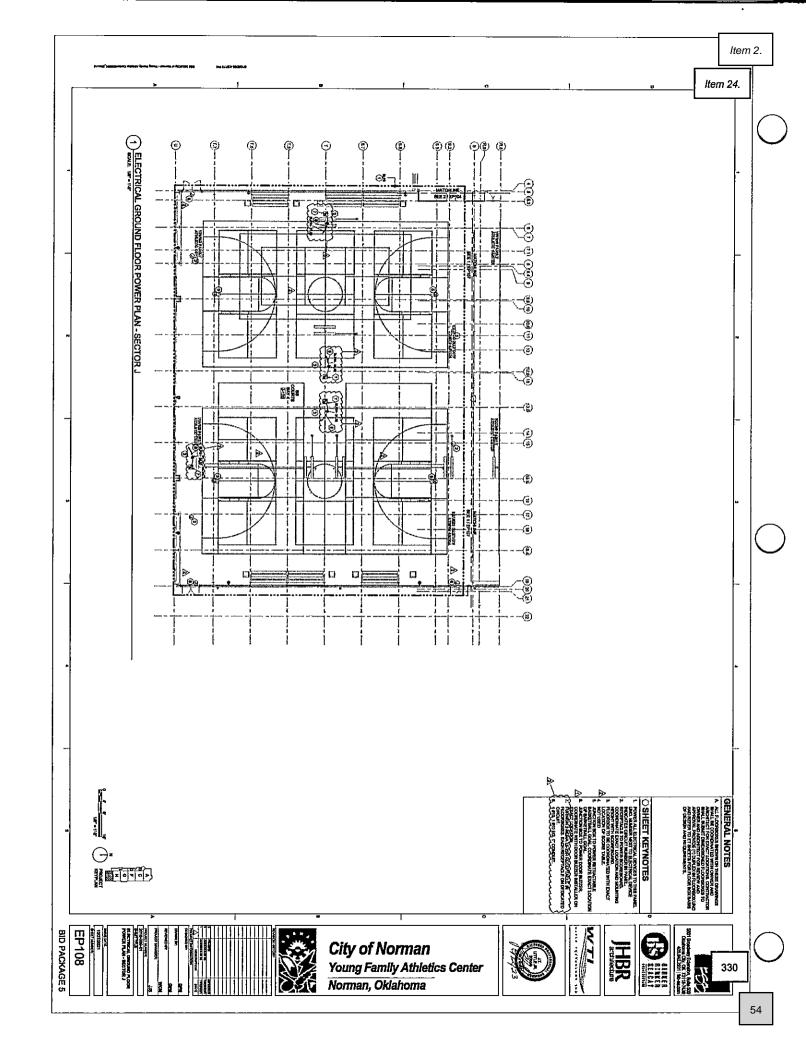


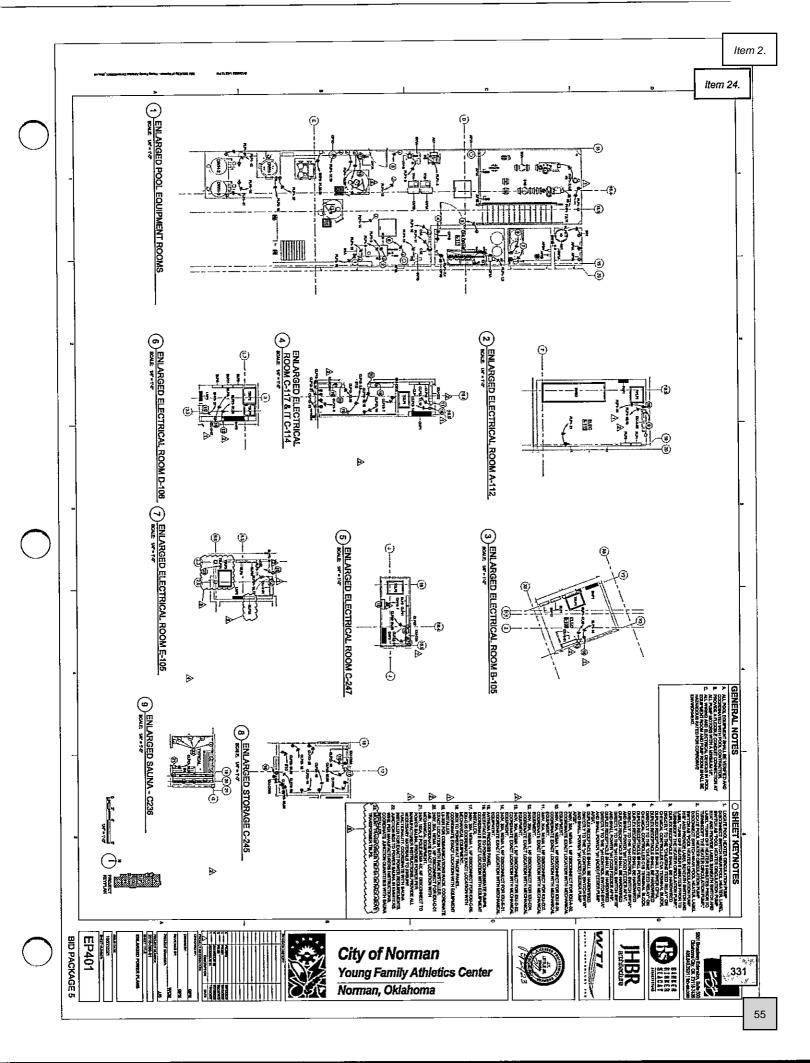


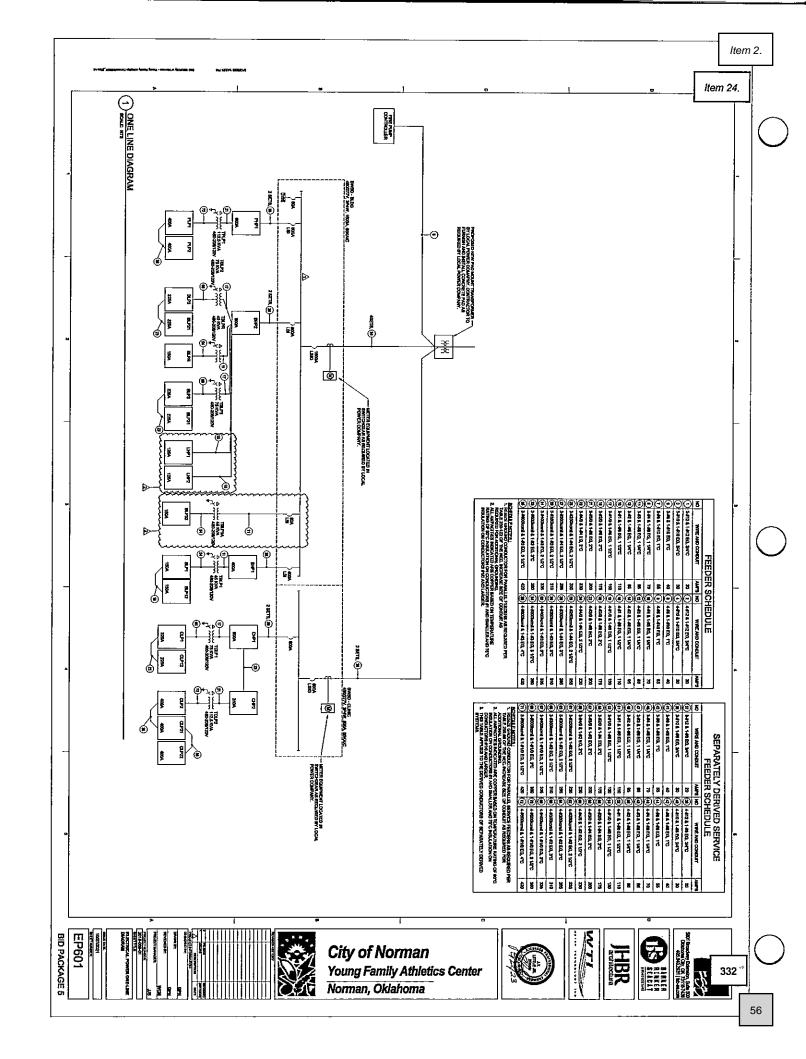














City of Norman
Young Family Athletics Center
Norman, Oklahoma



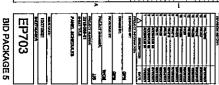








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City of Norman Young Family Athletics Center Norman, Oklahoma

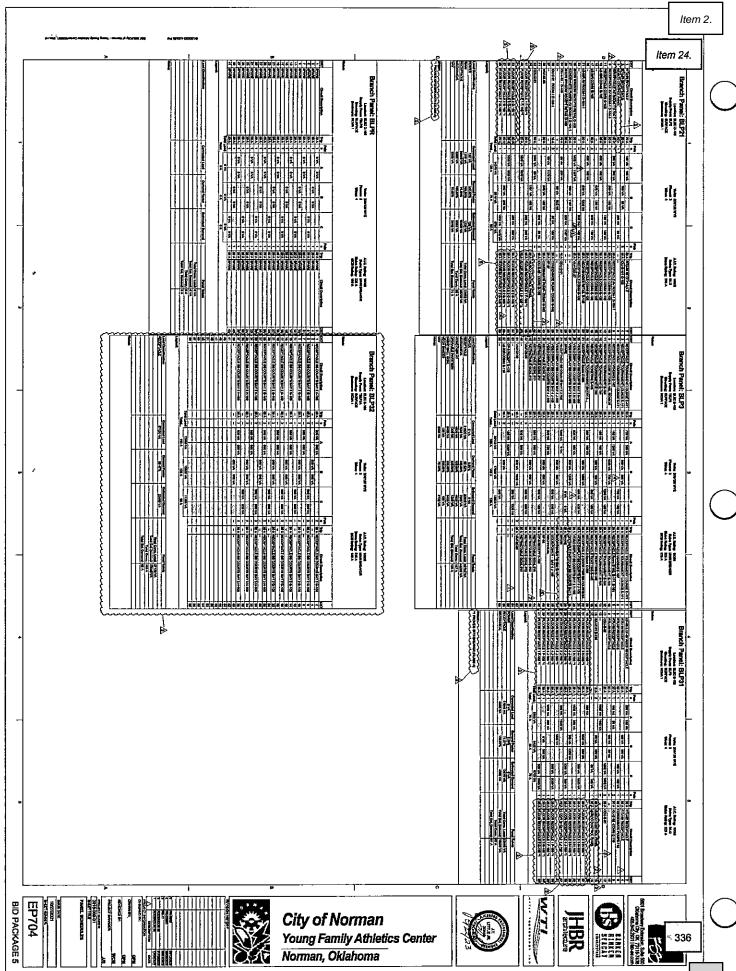


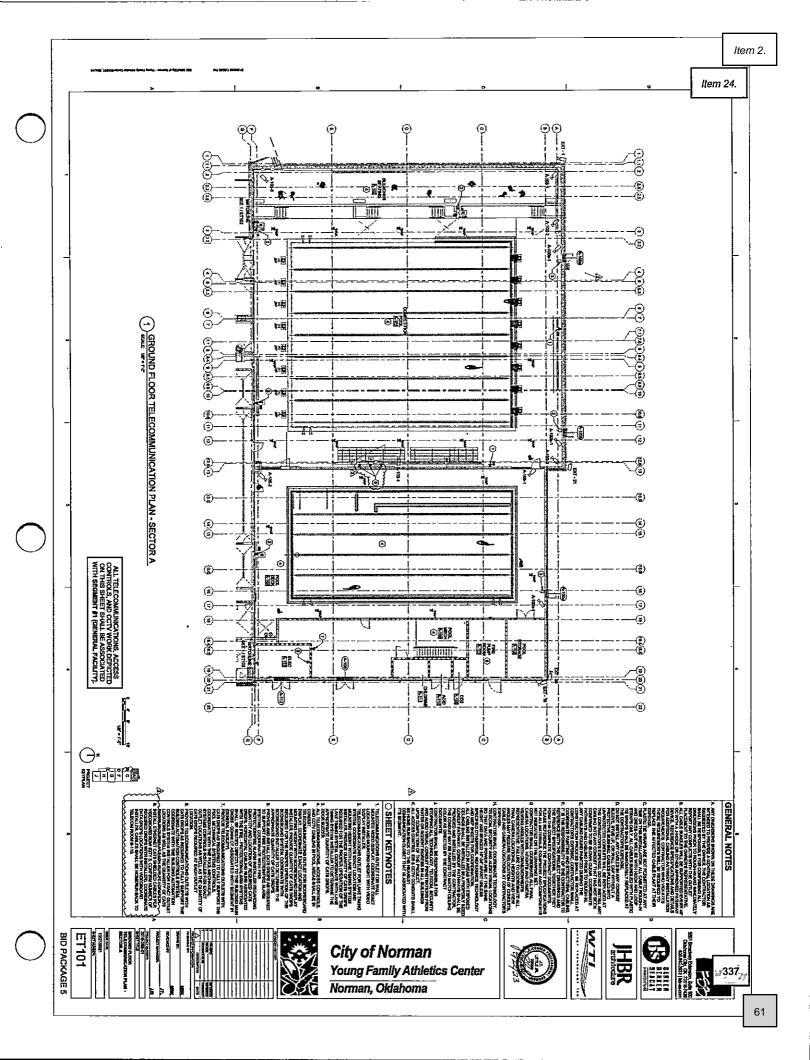


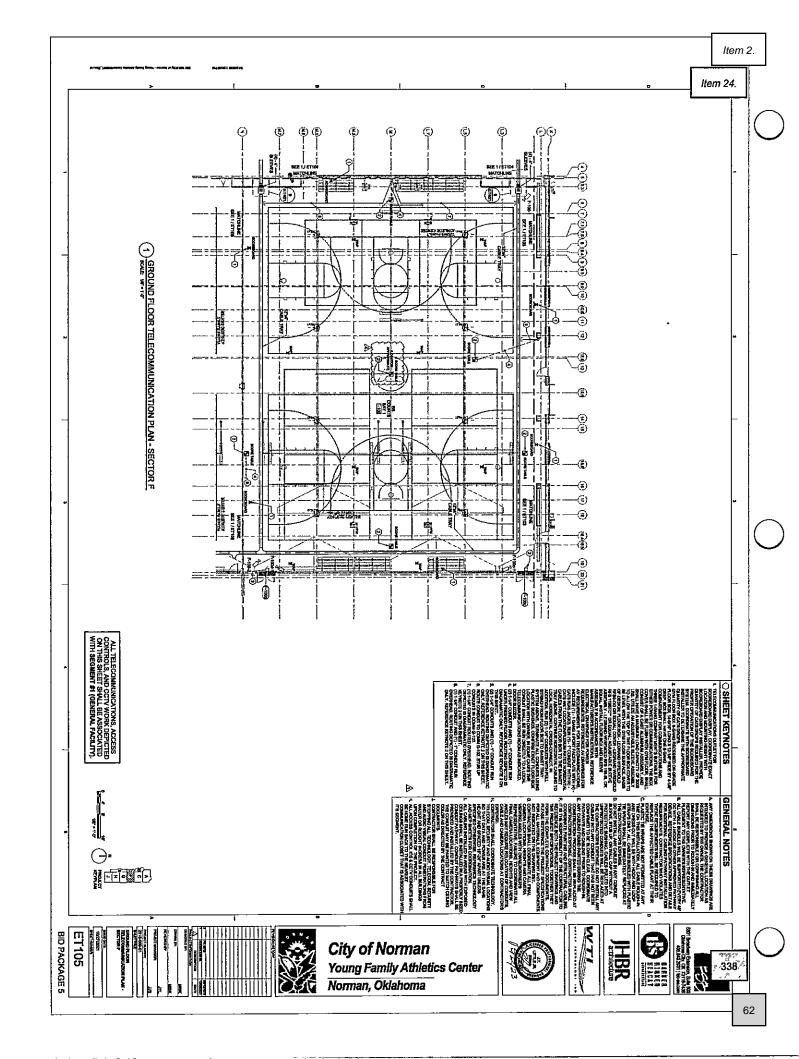


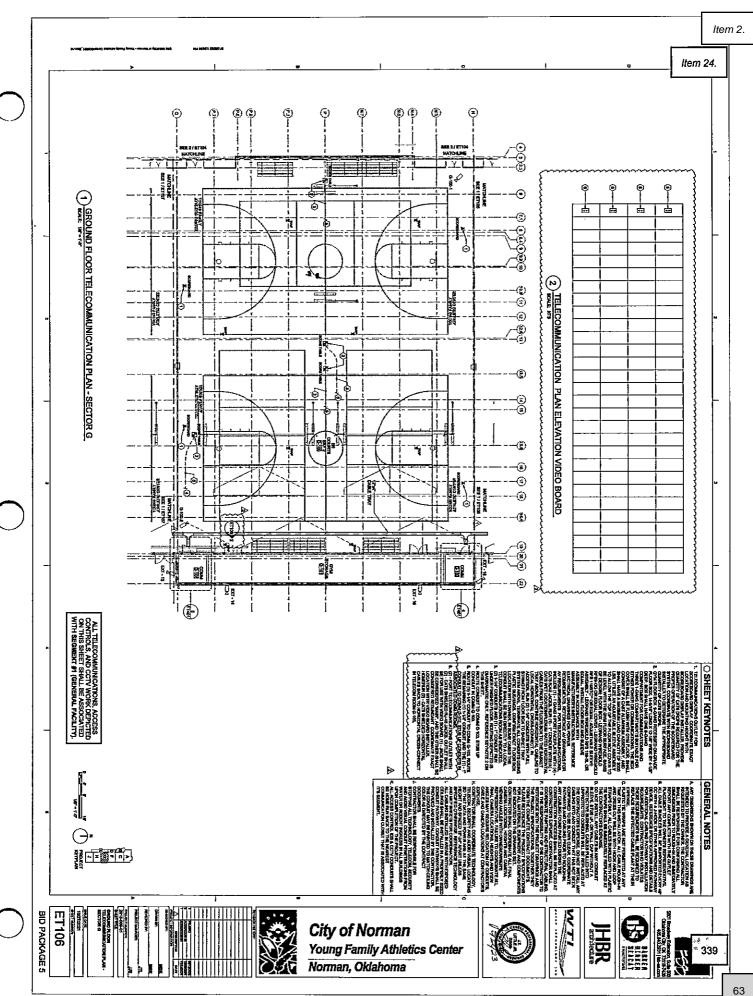


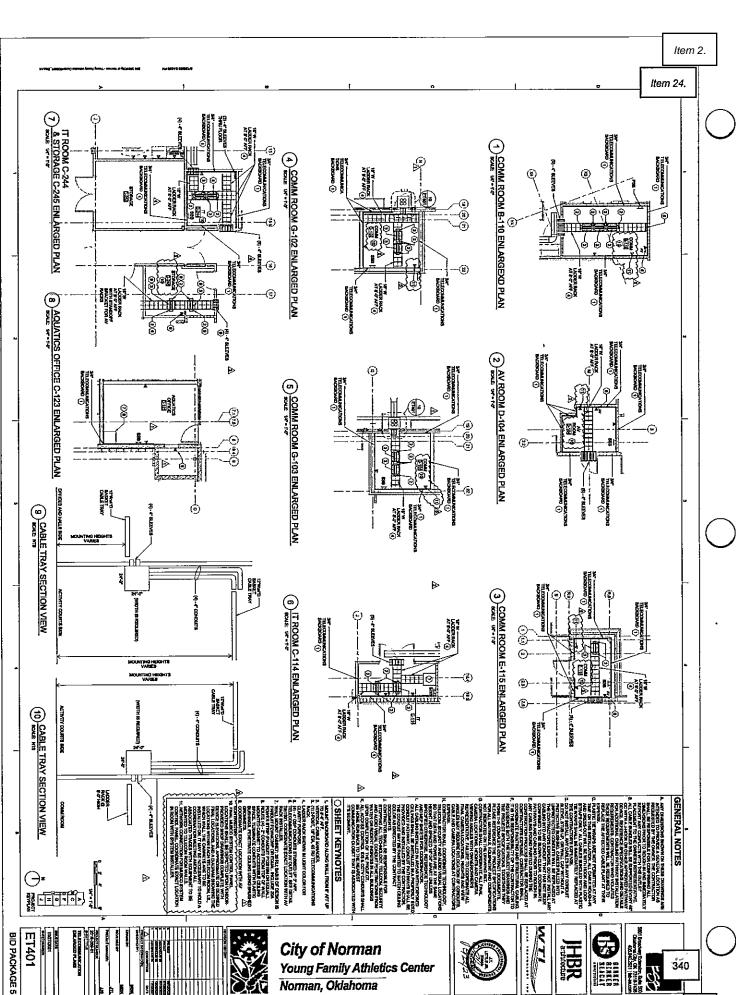












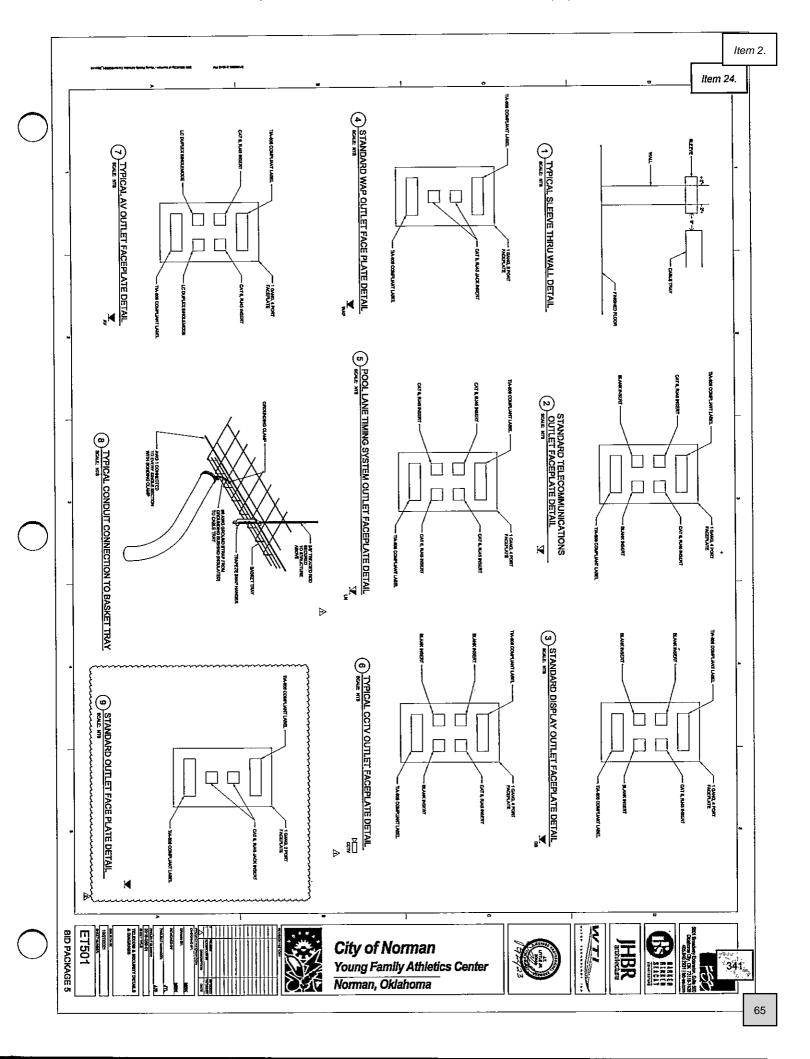
Young Family Athletics Center

Norman, Oklahoma













## Proposal Request Transmittal

FSB | 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States

PROJECT Norman PRD - Multi-Sport &

DATE SENT

5/15/2023

Aquatics

FSB2018-069-01

VIDEO BOARD

PROPOSAL REQUEST

PR-045 R3

TYPE

Proposal Request

TRANSMITTAL ID

02246

**PURPOSE** 

**SUBJECT** 

For Review and Response

VIA

Info Exchange

#### FROM

NAME	COMPANY	EMAIL	PHONE
Construction Administration	FSB	ca@fsb-ae.com	405-840-2931

#### TO

NAME	COMPANY	EMAIL	PHONE
Amanda Mascorro	GE Johnson Construction Company United States	Mascorroa@gejohnson.co m	
Christopher Blue	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	CBlue@fsb-ae.com	(405) 842- 9556 298
Dustin Blalock		dustinblalock@jhbr.com	(405) 526- 0280
Kristin Killgore	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	kkillgore@fsb-ae.com	(405) 840- 2931 192
Kyle Arnold		ArnoldK@gejohnson.com	
Matt Richardson	GE Johnson Construction Company United States	richardsonm@gejohnson. com	
Meg Paus	FSB	mpaus@fsb-ae.com	(405) 842-

# Proposal Request Transmittal DATE: 5/15/2023 ID: 02246

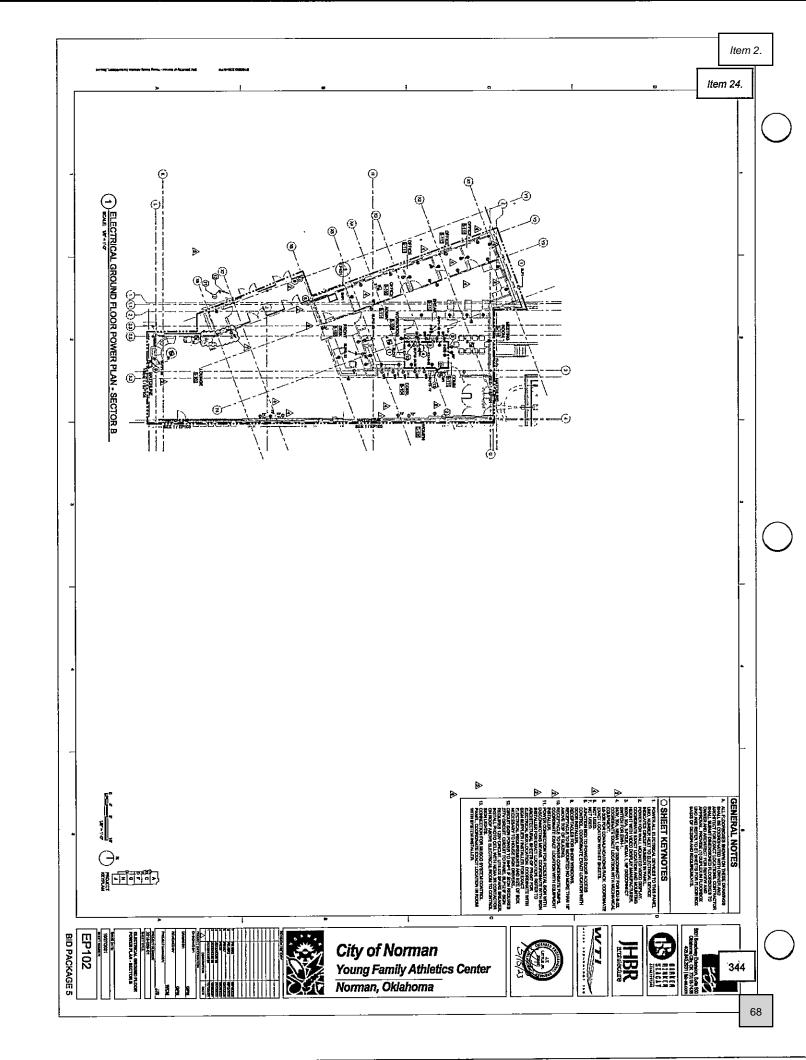
NAME	COMPANY	EMAIL	PHONE
·	5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States		9556 265
Shawn Lorg	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	slorg@fsb-ae.com	(405) 842- 9556 147
Siddant Jain	GE Johnson Construction Company United States	siddhantj@dpr.com	
Wes Brannon	FSB 5801 Broadway Extension, Suite 500 Oklahoma City OK 73118-7436 United States	wbrannon@fsb-ae.com	(405) 840- 2931 289

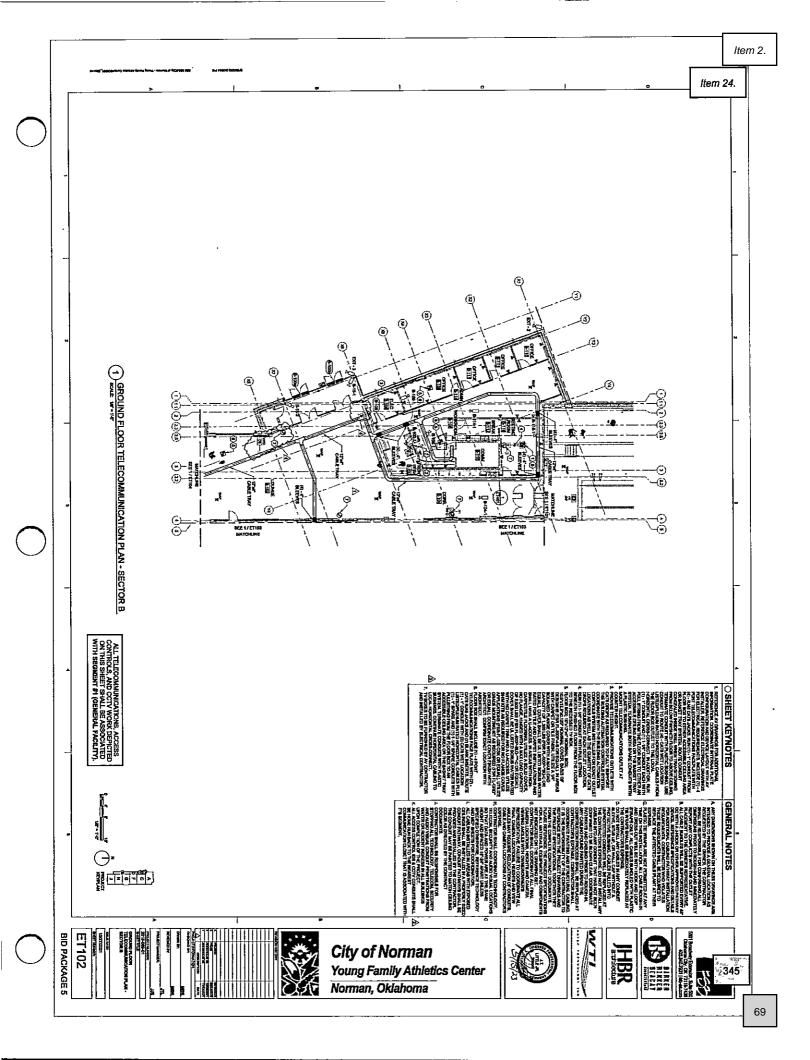
REMARKS:

Please see attached.

#### **DESCRIPTION OF CONTENTS**

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	5/15/2023	PR-045R3.pdf				
1	5/15/2023	FSB2018-069-01 - CoN-Young Family Athletics - PR-045-R3 COMBINED DRAWINGS.pdf				





#### **EXHIBIT B GMP AMENDMENT NO. 5**

#### **LIST OF ALLOWANCES**

NO ALLOWANCES ARE INCLUDED OR PART OF THIS GMP AMENDMENT NO. 5

Norman Municipal Authority Young Family Athletic Center

GMP Amendment No. 5

Item 24.

# EXHIBIT C GMP AMENDMENT NO. 5

#### LIST OF ASSUMPTIONS AND CLARIFICATIONS

- 1. The Contract Documents indicated a quantity of 50,000 cubic yards of common fill would be available for use by the Earthworks, Site Clearing and Mass Excavation trade contractor/subcontractor. The location of the borrow area for the common fill, as indicated in the Contract Documents, is near the project site. Should the original location on where the 50,000 cubic yards is shown/indicated to be located change, the Final GMP is subject to change and be increased by Change Order for the additional costs, if any, and the costs would be allocated from Construction Contingency or by Owner Change Order.
- Reference Standard Form of Agreement between Owner and Construction Manager, Contract K-2021-97 dated February 9, 2021, by and between The Norman Municipal Authority and GE Johnson Construction Company, Inc. The following modifications are hereby made to the original Agreement:
  - a. Article 5, Subsection 5.1.1. Strike the words "% of the total Guaranteed Maximum Price" and insert "Two and Seventy-Five Hundredths Percent (2.75%) of the Cost of Work.
  - b. Article 5, Subsection 5.1.2. In the first sentence, insert in the location requesting the monthly lump sum amount the following, "One Hundred Thirty Thousand Five Hundred Thirty-Five Dollars (\$130,535.00)/Month for the "Seventeen (17) month duration..."
  - c. Article 5, Subsection 5.1.2. After the second/last sentence, insert the following, "Based upon current market conditions and possible procurement and delivery delays associated with numerous building materials, equipment, and labor, the monthly General Conditions costs and duration of the Project are subject to change. The Construction Manager reserves the right to revise both the monthly lump sum for General Conditions and the total duration/Final Completion of the Project."
- 3. Structural steel delegated design is only responsible for the design of the connection details that were not shown in Bid Package #4 documents.
- 4. Storm water lines in GMP #2 bid documents are sized to receive the storm water from the adjacent site to the West and our Utility contractor will install as shown on the contract documents.
- 5. Reference Standard Form of Agreement between Owner and Construction Manager, Contract K-2021-97 dated February 9, 2021, by and between The Norman Municipal Authority and GE Johnson Construction Company, Inc. Additionally, reference Item 2. (above) of this Exhibit C – List of Assumptions and Clarifications. The following modifications and additional language are hereby made to the original Agreement and the List of Assumptions and Clarifications:
  - a. Reference Article 5, Subsection 5.1.2. The Subsection, modified in Item 2 of this Exhibit, is hereby modified additionally with the following:

Norman Municipal Authority Young Family Athletic Center **GMP Amendment No. 5** 

## EXHIBIT C GMP AMENDMENT NO. 5

#### LIST OF ASSUMPTIONS AND CLARIFICATIONS

- i. After the last sentence, added by Item 2.c of this Exhibit, insert the following language, "In accordance with the language added to Article 5, Subsection 5.1.2, the total duration/Final Completion of the Project has been revised and is reflected and included as part of Exhibit E included with GMP Amendment No. 3. Additionally, the monthly lump sum General Conditions of One Hundred Thirty Thousand Five Hundred Thirty-Five Dollars (\$130,535.00) are applicable to the final seventeen (17) months of the overall schedule. The first seven (7) months of the project schedule, and the monthly lump sum costs associated with the General Conditions, are hereby being reduced to a monthly lump sum of Eighty-Five Thousand Nine Hundred Eighty-Three Dollars (\$85,983.00). The additional costs attributable to the additional time/schedule are included as part of the costs associated with GMP Amendment No. 3. It is also hereby understood and agreed that should the Project Schedule be impacted beyond the reflected and agreed to duration/Final Completion of the project, the \$130,535.00 monthly lump sum General Conditions rate will apply at the monthly rate or a prorated rate if the time extension is less than 30 days.
- ii. Reference Item 5.a.i of this Exhibit. It is hereby understood the Project Schedule/Completion date for the project is extended and is reflected and included as part of Exhibit E included with GMP Amendment No. 5. Additionally, the Construction Manager is in the process of developing the additional costs for General Conditions associated with the extended completion date. It is also hereby understood, the Norman Municipal Authority agrees there are additional costs for General Conditions associated with the extension to the completion date and GE Johnson Construction Company, Inc. will be compensated for the additional General Conditions costs.

# EXHIBIT D GMP AMENDMENT NO. 5

## **ESTIMATED COST BREAKDOWN**

The following information and breakdown represents the estimated costs for the work associated with PR-43 – Dumpster Enclosure and PR-45 – Video Board as well as indirect costs and fee to arrive at a total Estimated Costs for the purposes of amending the GMP for the project:

•	PR-45 Video Board Scope of Work Costs:	\$205,930.00
•	PR-43 Dumpster Enclosure Scope of Work Costs:	\$61,386.00
•	General Liability Insurance Costs:	\$2,673.00
•	Builder's Risk Insurances Costs:	\$ <del>4</del> 05 <b>.</b> 00
•	Payment & Performance Bonds Cost:	\$1,595.00
•	Contractor/Construction Manager Fee:	<u>\$7.480.00</u>
	Total Estimated Costs for GMP No. 5 Amendment	\$279,469.00

Item	2

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351.} GEJOHNSON CONSTRUCTION COMPANY VEW: Construction Schedule Print Date: 7/17/2023 Page: 2 of 21 YFAC CPM

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,	ROOFING MATERIALS ON SITE	780	9/14/2022 A	9/14/2022 A 10/21/2022 A				-	ROOFING MATERIALS ON SITE	FRIALS ON SITE					
,	REMAINING HVAC MATERIALS ON SITE	404	9/26/2022 A	9/26/2022 A 11/18/2022 A				<b></b>	REMAINE	REMAINING HVAC MATERIALS ON SITE.	S ON STTE.				
9	D/F/HW MATERIALS ON SITE	339	33d 11/1/2022 A	1/3/2023 A			· - <b>-</b>			DIFINIW MATERIALS ON SITE	ON SITE				
	POOL EQUIPMENT MATERIALS ON SITE	炙	29d 11/7/2022 A	1/3/2023 A					- <u>-</u>	POOL EQUIPMENT MATERIALS ON SITE	ATERIALS ON SI	- <b>-</b>			
	MAIN PLUMBING EQUIPMENT MATERIALS ON SITE	780	28d 11/9/2022 A	1/4/2023 A						MAIN PLUMBING EQUIPMENT MATERIALS ON STIE	1 1 VIPMENT MATE	TALS ON STTE			Ĩ
	REMAINING ELECTRICAL MATERIALS ON SITE		38d 11/9/2022 A	1/18/2023 A			, pla . 20-1-1-1-1		-       -	REMAINING ELECTRICAL MATERIALS ON SITE	TRICAL MATERU	LS ON SITE			
	REMAINING PLUMBING MATERIALS ON SITE	45d	45d 11/9/2022 A	1/27/2023 A					-       -	REMAINING PLI	REMAINING PLUMBING MATERIALS ON SITE	US ON STIE			
	MAIN ELECTRICAL GEAR MATERIALS ON SITE		33d 12/8/2022 A	1/26/2023 A					- 8-		MAIN ELECTRICAL GEAR MATERIALS ON SITE	ALS ON SITE		<del> </del>	
	GLAZING MATERIALS ON SITE	P69	d 12/8/2022 A	5/19/2023 A						939	GLAZING	GLAZING MATERIALS ON SITE			
	METAL PANEL MATERIALS ON SITE	79Z	26d 12/12/2022 A 1/19/2023 A	1/19/2023 A			• •		-         -	METAL PANEL MATERIALS ON SITE	TERLALS ON STI	 u	·		
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	SITE DEMO	190	10d 10/11/2021 A 10/22/2021 A	4 10/22/2021 A	STTE DEMO	. [0]		*						· — ·	
	REMOVE TOPSOIL/ASPHALT	ğ	10d 10/25/2021 A 11/5/2021 A	11/5/2021 A	REMOVE	I MOVE TOPSOIL/ASPHALT									
	IMPORT FILL TO SITE/SITE TO GRADE	71.	71d 11/8/2021 A	2/21/2022 A		IMPOR	IMPORT FILL TO STTE/SITE TO GRADE	TE TO GRADE					<u> </u>		
	LOCATE GAS MAIN ON AIRPORT PROPERTY/CHECK GRADES		8d 1/6/2022 A	1/17/2022 A		LOCATEGAS	MAIN ON AIRPOY	LOCATE GAS MAIN ON AIRPORT PROPERTY/CHECK GRADES	ECK GRADES .				سسر پو جسه ،		
	PROVIDE "LAY DOWN AREA"	164	d 3/10/2022 A	7/25/2022 A				PROVIDE "LAY DOWN AREA"	AY DOWN AREA"						
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PR 4 REWORK ROAD/LAYDOWN/SITE AREAS	DOWN/SITE		10d 7/11/2022 A	8/8/2022 A			PR 4 REWORK ROA	PR 4 REWORK ROAD/LAYDOWN/SITE AREAS				
PR 4 GRAVEL BASE INSTALLATION	LLATION	3	7/27/2022 A	8/18/2022 A			PR 4 GRAVE, BASE INSTALLATION	SE INSTALLATION				
WATER LINE "TIE IN" ROCK CREEK	S SEEK	77	8/2/2022 A	8/3/2022 A			WATER LINE TIE IN' ROCK CREEK	V* ROCK CREEK				
INSTALLATION OF REMAINING WATER LINE LOOP	INING	<del>\$</del> 1	8/2/2022 A	8/19/2022 A		<b></b> -	INSTALLATION (	INSTALATION OF REMAINING WATER LINE LOOP	d001:			
INSTALLTION OF WATER LINE NORTH/SOUTH ROCK CREEK TO EMBASSY	R LINE REEK TO	22	8/8/2022 A	8/12/2022 A			INSTALTION OF	INSTALLTION OF WATER LINE NORTH/SOUTH ROCK CREEK TO EMBASSY	H ROCK CREEK TO	BMBASSY		
INSTALTION OF RCP-AIRPORT SIDE TO SOUTH OF CIRCLE DRIVE AREA	URPORT SIDE DRIVE AREA		15d 9/26/2022 A 10/14/2022 A	10/14/2022 A			INSTA	INSTALLTION OF RCP-AIRPORT SIDE TO SOUTH OF CIRCLE DRIVE AREA	TDE TO SOUTH OF	CIRCLE DRIVE AREA	<b></b>	
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LAYOUT/DRILL PIERS		10d	10d 4/14/2022 A	4/27/2022 A		I RIAYOUT	A LAYOUT/DRILL PIERS					
FOOTINGS/PIER CAPS/ANCHOR BOLTS/CURBS	YANCHOR	PZ1	12d 4/25/2022 A	5/10/2022 A	·	E001	FOOTINGS/PIER CAPS/ANCHOR BOLTS/CURBS	LTS/CURBS		- <b></b> -	·	
EXCAVATE POOL MECH ROOM AREA	H ROOM	8	5/20/2022 A	6/2/2022 A		■ • • • •	EXCAVATE POOL MECH ROOM AREA	AREA		·		
U/G MEP ROUGH-MECH AND BLECT ROOMS	H AND BLECT	\$	5/31/2022 A	8/8/2022 A			U/G MEP ROUGH-MECH AND ELECT ROOMS	TECH AND ELECT ROOMS				
F/R/P MAT SLAB POOL MECH ROOM AREA	MECH	24	6/3/2022 A	6/6/2022 A			FRIP MAT SLAB POOL MECH ROOM AREA	TOOM AREA				
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4/20/2022 A       LAYOUT/DRILL PIEPS       LAYOUT/DRILL PIEPS         LAYOUT/DRILL PIEPS	166d	4/14/2022	12/8/2022		**	
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9/13/2022 A   EXCAVATE ELEVATOR PIT AREA     EXCAVATE ELEVATOR PIT AREA	翌	5/12/2022 A	6/2/2022 A			
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	F/R/P "MAT SLAB" -4" GRID LINES 9-21/F-H	44	8/10/2022 A	8/22/2022 A				"MAT SLA	-4" GRID LINES 9-2	X	]		a 1		1 1
	CMU WALLS/SHEAR AND NON LOAD BEARING/DOOR FRAMES	714	71d 8/11/2022 A 12/8/2022 A	12/8/2022 A	1100 W Privile Al			CMU WALLS/SHEAR AND NON LOAD BEARING/DOOR FRAMES	CMU WALLS/SHEA	I R AND NON LOAD E	SARUNG/DOOR FF	MMES !			
	F/R/P REMAINING SOG/CURBS	PZ	8/23/2022 A	8/31/2022 A				FIRIP REMAINING SOCIOURES	16 SOG/CURBS						
	AREA "C" FOUNDATIONS	85d	85d 4/18/2022	8/16/2022	* *	***************************************	1		\$9.2. \$\frac{1}{2}		2				··· 1
	LAYOUT/DRILL PIERS	82	18d 4/18/2022 A	5/11/2022 A		7	LAYOUT/DRILL PIERS	PIERS I							-
	FOOTINGS/PIER CAPS/ANCHOR BOLTS	100	6/3/2022 A	6/16/2022 A			FOOTING:	FOOTINGS/PIER CAPS/ANCHOR BOLTS	K BOLTS					<del> </del> 	
	MEP U/G ROUGH IN	52	15d 6/27/2022 A 7/18/2022 A	7/18/2022 A		<i>-</i>	<u>₩</u> - <b>₩</b> -	ME U/G ROUGH IN	<u> </u>						
	F/R/P SOG	55	19d 7/21/2022 A	8/16/2022 A			- <del>- 2</del> -	FIRIP SOG							
	AREA "D" FOUNDATIONS	Š	5/12/2022	5/12/2022 8/5/2022		<u> </u>						** [			1
	LAYOUT/DRILL PIERS	各	5/12/2022 A	5/17/2022 A			LAYOUT/DRILL PIERS	PIERS 1				- <b></b>			
	FOOTINGS/PIER CAPS/ANCHOR BOLTS	100	10d 6/17/2022 A	6/30/2022 A			Froom	FOOTINGS/PIER, CAPS/ANCHOR BOLTS	HOR BOLTS					<u></u>	
	MEP U/G/ROUGH IN	ফ্র	6/27/2022 A	7/1/2022 A			MED U	ME U/G/ROUGH IN	<u>-</u>					ann a 1	
_	FIRIP SOG	12d	12d 7/21/2022 A	8/5/2022 A				FIRIP SOG							-
	AREA "D" STRUCTURE	42d	42d 8/10/2022	10/7/2022	- <u>-</u> -		T .	1		***			**************************************	- <b>-</b> -	*]
	SET COLUMNS	201	10d 8/10/2022 A	9/9/2022 A				SET COLUMNS							
	HANG MAIN FRAME	92	10d 8/10/2022 A	9/16/2022 A				HANG MAIN FRAME	FRAME						
	SET LONG SPAN JOISTS/HVAC FRAMES	22d	22d 8/17/2022 A	9/16/2022 A				SET LONG SF	SET LONG SPAN JOISTS/HVAC FRAMES	WMES					
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AREA "C" STRUCTURE.		50d 8/8/2022	10/17/2022	ا ا ا ا ا											y, 4
SET COLUMNS	274	8/8/2022 A	9/14/2022 A				15 S.	SET COLUMNS !							
HANG MAIN FRAME	290	8/8/2022 A	9/16/2022 A					HANG MAIN FRAME							
SET LONG SPAN JOISTS/HVAC FRAMES	22d	8/17/2022 A	9/16/2022 A				S	SET LONG SPAN JOISTS/HVAC FRAMES	STS/AVAC FRAMES				····		
SET REG JOISTS/HVAC FRAMES-WEST SIDE	229	8/17/2022 A	9/16/2022 A				S	SET REG JOISTS/HVAC FRAMES-WEST SIDE	AC FRAMES WEST	SIDE					
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AREA "B" ŞTRŲCTURE	. 66d	8/8/2022	11/8/2022	- 1 n x x						· · ·			w - - -		
SET COLUMNS	310	8/8/2022 A	9/30/2022 A					SET COLUMNS							
HANG MAIN FRAME/2ND FLOOR FRAMING	27c	27d 8/17/2022 A	10/7/2022 A			41%		HANG MAIN FRAME/ZND FLOOR FRAMING	ME/ZND FLOOR FR	AMING !					
2ND FLOOR DECKING/DETAILING	P8	9/26/2022 A	10/5/2022 A			•   		2ND FLOOR DECKING/DETAILING	TING/DETAILING				* ***** **		
SET JOISTS/HVAC FRAMES/DECKING	æ	6d 10/24/2022 A 10/31/2022 A	10/31/2022 A					SET 2015TS/	SET XXISTS/HVAC FRAMES/DECKUNG	CYCING					
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	TELMIALMI.	113 124 113 13 H ROOF	SET ROOF BEAMS/HVAC FRAMES-LOW ROOF	- <b>-</b> -	- <u>-</u> -	***	, DECK	DECK		1	,,, - <b>IF</b> -	EXTERIOR FRAMING/SHEATHING/DOOR FRAMES	ı. RBS	INSTALLATION OF ANCHORED STONE	INSTALLATION OF METAL PANELS	INSTALLATION OF EIFS	SET EXTE	***	 Progress Period Date: 7/17/2023 Print Date: 7/17/2023	
1 1	J.F.M.	SET LONG SPAN JOISTS-HIGH ROOF	AMS/HVAC FRA		. y		RENFORCEÍPREP ELEVATED DECK	MEP ROUGH IN BEVATED DECK	ATED DECK			IOR FRAMING/	SET HVAC/EQUIPMENT CURBS	INSTALL	INST			* ************************************	Progress Prini	
	0 N D		SET ROOF BE	DECKURG	DETAILING		REINFORCE	MEP ROUGH	POUR ELEVATED DECK	)	ý	EXTER	E SET HVAC					**	Г	
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		1STS-HIGH	-IVAC				ELEVATED	EVATED DECK	SECK .		Sa	NG/DOOR	AT CURBS	ANCHORED	WETAL PANELS	3FS	ZING	ું <b>જ</b>		
:	Name	SET LONG SPAN JOISTS-HIGH ROOF	SET ROOF BEAMS/HVAC FRAMES-LOW ROOF	DECKING	DETAILING	AREA "B" 2ND FLOOR	REINFORCE/PREP ELEVATED DECK	MEP ROUGH IN ELEVATED DECK	POUR ELEVATED DECK	Sione	AREA "D" EXTERIORS	Exterior Framing/sheathing/door Frames	SET HVAC/EQUIPMENT CURBS	INSTALLATION OF ANCHORED STONE	INSTALLATION OF METAL PANELS	INSTALLATION OF EIFS	SET EXTERIOR GLAZING FRAMES/PROTECT	AREA "C" EXTERIORS		
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Line	Name	Duration	Start	Finish 14	0   N   D   J   4   25   15 6   27   17	F   M   A   M 7 28 21 11 2	23,13,4,25,15,5	26 17 7 28 19	J F M 1	28:19:9 30:20:13:3 :24:15:5 :26:17:7.	. S   0	Z 2 12	M A M J J J	4 82
151	Exterior Framing/Sheathing/door Frames	17d 9	9/12/2022 A 11/14/2022 A	11/14/2022 A				EXTERIOR	IR FRAMING/SHE	EXTERIOR FRAMING/SHEATHING/DOOR FRAMES	<b>范</b> 			1
152	SET HVAC/EQUIPMENT CURBS	B	11/2/2022 A	11/8/2022 A	- RAM -	<b></b>		1 SET HVAC	SET HVAC/EQUIPMENT CURBS	L SSSU				
B	INSTALLATION OF ANCHORED STONE	<u>15</u>	15d 11/21/2022 A 12/27/2022 A	12/27/2022 A					INSTALLATION C	INSTALLATION OF ANCHORED STONE				
¥	FIELD MEASURE FOR METAL PANELS FOR AREA C AND D	뭐	2d 12/8/2022 A	12/9/2022 A		. <b></b>		- 里	D MEASURE FO	FIELD MEASURE FOR METAL PANIES FOR AREA CAND D	RAREA CAND D			
- ES	INSTALLATION OF METAL PANELS	PZ9	62d 2/22/2023 A	6/16/2023 A					- 1		INSTALLATION OF METAL PANELS	ANELS		1
156	INSTALLATION OF EIFS	70g	20d 2/23/2023 A	3/30/2023 A 1			<b>.</b>			INSTALLATION OF EIFS	. H.			
151	SET EXTERIOR GLAZING FRAMES/PROTECT	38	4/3/2023 A	4/10/2023 A		<b>–</b>	·			SET EXTENTOR GL	SET EXTERIOR GLAZING FRAMES/PROTECT			
	AHU PLACEMENT-10BWIDE	137d	1/10/2023	7/21/2023				***					<u>-</u>	200
138 138	MEP ROUGH IN TO UNITS	86	1/10/2023 A	7/20/2023		• — •				* 1	MEP ROUGH IN TO UNITS	I STING		
153	SET ALL AHU'S	23	2d 4/21/2023 A	4/24/2023 A						SET ALL AHU'S	<b>— -</b>			
85	HVAC "TEMP" USAGE	12d	12d 6/29/2023 A	1202/12/2			<b></b>		- <del>-</del>		HVAC "TEMP" USAGE			
	AREA "B" EXTERIORS	1984	9/12/2022	6/22/2023		). 					•	- — -		
161	EXTEXIOR FRAMING/SHEATHING/DOOR FRAMES	434	43d 9/12/2022 A 12/5/2022 A	12/5/2022 A				Expension of the second of the	FRIOR FRAMING	EXTENOR FRAMING/SHEATHING/DOOR FRAMES	FRAMES			
162	INSTALLATION OF ANCHORED STONE	PG1	10d 11/14/2022 A 11/29/2022 A	11/29/2022 A				instr	ALLATTON OF AN	INSTALLATION OF ANCHORED STONE,				
163	SET HVAC/EQUIPMENT CURBS	12K	12/8/2022 A 12/14/2022 A	12/14/2022 A		<b></b> -			SET HVAC/EQUIPMENT CURBS	ENT CURBS 1				
164	INSTALLATION OF EIFS	P999	66d 1/18/2023 A	6/22/2023 A						INS	INSTALLATION OF EIFS			
165	SET EXTERIOR GLAZING FRAMES/PROTECT	PSS	55d 1/20/2023 A	5/16/2023 A						SET EXTER	SET EXȚERIOR GLAZING FRAMES/PROTECT	yprote <u>c</u> t		
<u> </u>					VEAC CDM	Mag			Progress P Print	Progress Period Date: 7/17/2023 Print Date: 7/17/2023	H	SE JOH	105U	
					2	: 5		1	Pa	Page: 11 of 21		CONSTRU	CONSTRUCTION COMPANY	Ž
The dules \7.20	ES 2022 1 OK 1081 YFAC VTAC CPM DD : BOXDER FILE - G: Schad	duâng\ASTA\8	FILE - G. (Schwduting) ASTA (Bonder (GE) OC STANDAND BONDER. B	UD BOKDER.B								BA.	VEW: Construction Schedule	1

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je.	Name	Duration	Start	Finish	4 25 15 6 27 17 7 28 21 11 2 23 13 4	25 (15 i.5 .26 (17.7	28 19 9 30 20 13 3 24 15 5 2	. 36 (7 7 28 18 9 .30 .20 (11 1 .22 (2 4	M A M J J A 25 15 6 27 17 8 29
166	INSTALLATION OF METAL PANELS/CANOPY PANELS	72d	3/22/2023 A	6/16/2023 A			- 1	INSTALLATION OF METAL PANELS/CANOPY PANELS	
	AREA "A" EXTERIORS	1614	11/1/2022	6/21/2023					
167	Exterior Framing/sheathing/door Frames	192	19d 11/1/2022 A	12/9/2022 A			EXTERIOR FRAMING/SHEATHING/DOOR FRAMES	XXR FRAMES	
168	SET HVAC/EQUIPMENT CURBS	38	12/8/2022 A	12/15/2022 A			SET HVAC/EQUIPMENT CURBS		
169	INSTALLATION OF EIFS	PZS	12/19/2022 A	3/3/2023 A			INSTALLATION OF EIFS	12	
170	INSTALLATION OF ANCHORED STONE	74	7d 12/27/2022 A	1/5/2023 A			INSTALLATION OF ANCHORED STONE	STONE	
171	SET EXTENIOR GLAZING/FRAMES PROTECT	730	1/6/2023 A	6/21/2023 A				SET EXTERIOR GLAZING/FRAMES PROTECT	
172	INSTALLATION OF METAL PANELS	160	3/22/2023 A	4/12/2023 A			INSTALLATIO	INSTALLATION OF METAL PANELS	
757340.75	AREA "D" TEMP ROOF.	22	11/2/2022	11/8/2022		*			
8	"TEMP" ROOF INSTALLATION-SHEATHING/VAPOR BARNIEY/PARAPET WALLS	33	11/2/2022 A 11/8/2022 A	11/8/2022 A			TEMP" ROOF INSTALLATION-SHEATHING(VAPOR BARRIER/PARAPET WALLS	(VAPOR BARRIEK/PARAPET WALLS	
	AREA "C" TEMP ROOF	.Z.	11/9/2022	11/15/2022	7		2 ton <sup>2</sup>	and 1	4 ->
174	"TEMP" ROOF INSTALLATION-SHEATHINGVAPOR BARNIER/PARAPET WALLS	X	11/9/2022 A	5d 11/9/2022 A 11/15/2022 A			TEMP' ROOF INSTALLATION-SHEATHING/VAPOR BARRIER/PARAPET WALLS	GVAPOR BARRIER/PARAPET WALLS	
7	AREA "B" TEMP ROOF	, 3d	11/21/2022	11/21/2022 11/23/2022	99				4 × × × × × × × × × × × × × × × × × × ×
175	"Temp" roof Installation-sheathingvapor Barrierparapet walls	39	3d 11/21/2022 A 11/23/2022 A	11/23/2022 A			TEMP" ROOF INSTALLATION-SHEATHING/VAPOR BARRIER/PARAPET WALLS	NGWAPOR BARRIER/PARAPET WALLS	. —
					1		1		
					YFAC CPM		Progress Period Date: 7/17/2023 Print Date: 7/17/2023	<u> 6</u> E	<b>INSON</b>
							Page: 12 of 21	CONSIR	CONSTRUCTION COMPANY

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Name	Duration	Sart	rie e	10   N   D   4 (25 (15 (6 - 27	J F   14   A	2, 23,13,4,25,15,5	28.17.7 28	19.9 30 20 13	1 A 1 M   J   J   1   1   1   1   1   1   1   1	A   S   O	30 20 11 1 12 12	M A M 4 , 25 , 15 . 6	J 17 18
 AREA "A" TEMP ROOF	ıñ	5d 11/28/2022	2202/2/21 220						- <b>-</b> - 3			- <b></b> -	arks.
"TEMP" ROOF INSTALATION-SHEATHING/VAPOR BARRIER/PARAPET WALLS		d 11/28/202	54 11/28/2022 A 12/2/2022 A					  -  TEMP" ROOF INSTAL	LATION-SHEATHIN	TEMP ROOF INSTALLATION-SHEATHING/AAPOR BARRIER/PARAPET WALLS	RAPET WALLS		
AREA 'D' ROOFING	# .	754 12/27/2022	22 4/11/2023			4.		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	#	i.	*, e		-# <u>*</u> -
ROOFING INSTALLATION/DRIED IN		702/12/21	15d 12/27/2022 A 2/24/2023 A					ROOF!	ROOFING INSTALLATION/DRIED IN	//DRIED IN			
PARAPET CAP/SCUPPERS/DETAILING/ETC	33	35d 1/18/2023 A	3 A 4/11/2023 A		·	<b></b> -				PARAPET CAP/SCUPPERS/DETAILING/ETC	 	. <b></b> .	
AREA "C" ROOFING	2,5	75d 12/27/2022	022 4/11/2023			4					*		ا فر بور الآيا
ROOFING INSTALLATION/DRIED IN		41d 12/27/2022 A	22 A 2/22/2023 A		,			ROOFI	ROOFING INSTALLATION/DRIED IN	/DRIED IN			
PARAPET CAP/SCUPPERS/DETAILING/ETC	33	35d 1/18/2023 A	3 A 4/11/2023 A						PARAPET CAP/S	PARAPET CAP/SCUPPERS/DETAILING/ETC	<u>1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -</u>		
AREA "B" ROOFING	Æ	)Z/2Z/ZI Pi	42d 12/27/2022 2/23/2023		-	- p			*	3 × 3 × 3 × 3 × 3 × 3 × 3 × 3 × 3 × 3 ×	·		<u>-</u>
ROOFING INSTALLATION/DRIED IN		12/27/20.	28d 12/27/2022 A 2/23/2023 A					ROOFI	ROOFING INSTALLATION/DRIED IN	VDRIED IN			
PARAPET CAP/SCUPPERS/DETAILING/ETC	71	12d 1/30/2023 A	3 A 2/14/2023 A						PARAPET CAP/SCUPPERS/DETAILING/ETI	DETAILING/ETÇ I			
AREA "A" ROOFING	<b>3</b>	H 1/6/2023	23 3/22/2023										
ROOFING INSTALLATION/DRIED IN		10d 1/6/2023 A	3 A 1/19/2023 A					ROOFING IN	ROOFING INSTALLATION/DRIED IN	- NIG		· <b>.–</b> -	
PARAPET CAP/SCUPPERS/DETAILING/ETC	#	13d 1/30/2023 A	3 A 3/22/2023 A				to 21-17 P		I PARAPET CAP/SCUP	PARAPET CAP/SCUPPERS/DETAILING/ETC			
ILTERIORS	3084[28	(18/26/2022)	rri (edpopriez		10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	<b>-</b> = 0 =		il Uranatarine	U U		210 0, 22	mec.	me a
				YE/	FAC CPM			Progress P	Progress Period Date: 7/17/2023 Print Date: 7/17/2023	(2023   GE			
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	AREA "D" INTERIORS	252d	9/5/2022	9/1/2023		
185	HANGERS/LAYOUT O/H MEP	16d	9/5/2022 A	11/28/2022 A	A HANGERS/LAYOUT OF ME	
88	INTERIOR FRAMING-WEST WALL AND TICKETING AREA	<u>8</u>	16d 9/12/2022 A	10/3/2022 A	INTERIOR FRAMING-WEST WALL AND TICKETING AREA	CETING AREA
187	IN WALL ROUGH IN MEP	210	9/19/2022 A	210 9/19/2022 A 10/17/2022 A	A I IN WALL ROUGH IN MEP	
88	FS O/H ROUGH IN	æ	12/5/2022 A	12/7/2022 A	I I I I I I I I I I I I I I I I I I I	
189	ELECT 105 ROUGH IN	339	33d 12/13/2022 A	2/3/2023 A	BECT IS ROUGH IN	NI.
8	GRENBOARD ELECT 105-T/B/FIRST COAT	57d	1/3/2023 A	3/22/2023 A		GREENBOARD ELECT 105-T/B/FTRST COAT
<u>1</u>	SHEFTROCK	p/9	67d 1/11/2023 A	, 520Z/T1/7		SHEFROXI
<u>15</u>	INSTALL INTERIOR GLAZING	PEE	3/14/2023 A	7/19/2023		INSTALL INTERIOR GLAZING,
153	PAINT GYM CEILINGS	204	3/22/2023 A	4/18/2023 A		PAINT GM CELLINGS
화	T/B/P FIRST COAT	37d	3/31/2023 A	7/18/2023		T/B/P FIRST COAT
195	TILE BATHROOMS	200	4/19/2023 A	5/16/2023 A		TILE BATHROOMS
196	INSTALL CEILING GRID	790	5/17/2023 A	7/24/2023		DASTALL CELLING GRUD
197	INSTALL GYM EQUIPMENT-CURTAINS/GOALS/ETC	74	6/5/2023 A	6/13/2023 A		INSTALL GYM EQUIPMENT-CURTAINS/GOALS/ETC
138	INSTALL TECTUM PANELS-GYM	뭐	6/13/2023 A	6/13/2023 A		INSTALL TECTUM PANES-GYM
199	GYM FLOORING INSTALLATION	354	7/17/2023 *	EZ0Z/1/6		GYM FLOORING INSTALLATION
8	O/H MEP CEILING TIE INS	공	7/25/2023	7/31/2023		E OH MEP CEILING TIE INS
					Progress Period Date: 7/17/2023 <b>YFAC CPM</b> Print Date: 7/17/2023	
					Page: 14 of 21	construction company
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ij	Name	Duration	Sart	Finis	2021   0   N   D   J   F   M	1   A   S   0   N	20 1 1	1   A   S   O   N   D	J   F   M   /	
201	INSTALL MILLWORK	iX.	8/1/2023	8/7/2023				INSTALL MALLWORK		
202	MEP TRUM OUT	25	8/1/2023	8/7/2023				MEP TRUM COUT		
203	INSTALL FLOORING-WEST AREAS	βĮ	8/8/2023	8/21/2023	- 44 444			INSTALL FLOORING-WEST AREAS	ST AREAS	
204	INSTALL DOORS/SPECIALTIES	74	8/16/2023	8/24/2023				INSTALL DOORS/SPECIALTIES	MITES I	
<u>38</u>	FINAL PAINT-WEST	B	8/25/2023	8/31/2023				FINAL PAINT-WEST		
* * * * * * * * * * * * * * * * * * * *	AREA "C" INTERIORS	308d 1s	8/26/2022	11/14/2023		The state of the s				
506	HANGERS/LAYOUT O/H MEP	_	45d 1s 8/26/2022 A 10/31/2022 A	10/31/2022 A	. — -	HANG	HANGERS/LAYOUT O/H MEP			
202	INTERIOR FRAMING-WEST WALL AND CONCESSIONS AREA	) 3 <u>5</u>	16d 9/19/2022 A 10/10/2022 A	10/10/2022 A		INTERIOR	INTERIOR FRAMING-WEST WALL AND CONCESSIONS AREA	IIONS AREA		
508	IN WALL ROUGH IN MEP	35	9/26/2022 A	9/26/2022 A 10/17/2022 A		I WALL	IN WALL ROUGH IN MEP			
500	FS O/H ROUGH IN	各		12/5/2022 A 12/8/2022 A			FS O/H ROUGH IN			
210	GREENBOARD ELECT 106-T/B/FIRST COAT	375	57d 1/3/2023 A	3/22/2023 A			GREENBOARD EL	GREENBOARD ELECT 106-T/B/FIRST COAT		
711	ELECT 106 ROUGH IN	72	25d 1/11/2023 A	2/14/2023 A			ELECT 106 ROUGH IN			
212	SHEETROOK	K	53d 1/20/2023 A	7/18/2023				SHEFTROCK		
713	INSTALL INTERIOR GLAZING	47d	d 2/15/2023 A	7/20/2023				INSTALL INTERIOR GLAZING		-1-
214	PAINT GYM CEILINGS	700	d 3/22/2023 A	4/18/2023 A			PAINT GYM CEILINGS	CEILINGS	4	1
215	T/B/P FIRST COAT		6d 4/13/2023 A	7/18/2023				T/B/P FIRST COAT		
216	TILE BATHROOMS	70Z	d 4/19/2023 A	5/16/2023 A			TILE BATHROOMS	NTHROOMS		
<u> </u>										1
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					YFAC CPM	, <b>E</b>	Print Date: 7/17/2023			
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Ë	Name	Duration	Start	Finish	1 D 1 J 1 F 1 M 1 A 1 M 1 J 1 J 1 A 1 S 1 O 1 N 1 D 1 J 1 F 1 M 1 A 1 M 1 J 1 J 1 S 15 5 26 17 7 28 19 9 130 131 3 24 15 15 126 1	JT-4
Ħ	INSTALL CEILING GRID-HARD LID FRAMING	50d	5/17/2023 A	7/21/2023	INSTALL CETLING GRID-HARD LID FRAMING	
218	INSTALL GYM EQUIPMENT-CURTAINS/GOALS/ETC	- 38g	5/17/2023 A	7/13/2023 A	BYSTALL GYM EQUIPMENT-CURTAINS/GOALS/ETC	
18	INSTALL TECTUM PANELS-GYM	\$	5/17/2023 A	5/22/2023 A	ISWI D	
8	O/H MEP CEILING TIE INS	R R	6/21/2023 A	7/26/2023	OH MEP CEILING TIE INS	
177	INSTALL MILLWORK	īS.	7/27/2023	8/2/2023	I INSTALL MILLWORK	
R	MEP TRIM OUT	23	202/22/1	8/2/2023	MAD TRIM OUT	
R	INSTALL FLOORING-WEST AREAS	130	8/3/2023	8/16/2023	E8324	
224	INSTALL DOORS/SPECIALTIES	P/2	8/11/2023	8/21/2023	INSTALL DOORS/SPECIALTIES	-
225	FINAL PAINT-WEST	72	d 8/22/2023	8/28/2023		_
528	GYM FLOORING INSTALLATION	355	P 9/5/2023	10/23/2023		
227	INSTALL STEEL FOR TV	100	d 10/24/2023	11/6/2023		
228	INSTALL ELECTRICAL FOR TV	2	104 10/24/2023	11/6/2023		
229	FINAL PAINT FOR TV ADD		6d 11/7/2023	11/14/2023	FINAL PAINT FOR TV ADO	
1	AREA "B" INTERIORS-FIRST FLOOR	ă	234d 10/3/2022	2 9/5/2023		
230		125	58d 10/3/2022 A	A 7/18/2023	NI HED RONGH MIP RONGH I	
🛱	INTERIOR FRAMING-BOTH NRH AND ADMIN AREAS	4	47d 10/3/2022 A	A 12/8/2022 A	A I	
232		4.	45d 10/31/2022 A	A 1/6/2023 A	A II I WALL ROAGH IN MED II II	-
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18					Progress Period Date: 7/17/2023	
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Line Name	Duration	Skart	Hnish	10   N   D   J   F   M   A   M   J   J   A   S   O   N   D   J   J   A   S   S   S   N   D   J   J   A   S   S   S   S   S   S   S   S   S	30,20,13,3,24,15,5,26,17,7,28,18	O N D J F W
233 FS O/H ROUGH IN	551	1/6/2023 A	3/27/2023 A		FS O/H ROUGH IN	
234 GREENBOARD ELECT 1058-T/B/P FIRST COAT	圣	1/6/2023 A	3/22/2023 A		GRENBOARD ELECT 1058-T/B/P FIRST COAT	I FIRST COAT
235 . H.GAT FLOORS TO DRAINS-GRID H-G	240	24d 2/13/2023 A	3/16/2023 A		FLOAT FLOORS TO DRAINS-GRID H-G	9
236 * EECT ROUGH IN 105B	236	29d 2/20/2023 A	3/31/2023 A		BECT ROUGH IN 105B	
237 SHEETROCK	254	3/8/2023 A	6/16/2023 A		SHETROCK	
238 TILE BATHROOMS	470	47d 3/17/2023 A	2/18/2023		TILE BATHROOMS	SMOC
239 INSTALL INTERIOR GLAZING	380	3/22/2023 A	7/19/2023		INSTALL INTERIOR GLAZING	ERIOR GLAZING I
240 T/B/P FIRST COAT	154	4/4/2023 A	6/22/2023 A		TIBIP FIRST COAT	
241 : INSTALL CELLING GRIDS-HARD LID FRAMING	210	21d 5/17/2023 A	7/3/2023 A		INSTALL CELLIN	INSTALL CEILING GRIDS-HARD LID FRAMING
242 O/H MEP CEILING TIE INS	240	6/14/2023 A	7/18/2023		I O/H MEP CELLING TIE INS	LING TIE INS   1
243 INSTALL HARD LIDS	150	6/28/2023 A	7/21/2023		INSTALL HARD LIDS	No Libo
244 INSTALL MILLWORK	8	7/10/2023 A	8/1/2023		I I I I I I I I I I I I I I I I I I I	IITMOSK
245 T/B/P CEILINGS	10d	7/20/2023	8/2/2023		I I T/8/P CEILINGS	INGS
246 WEP TRIM OUT	10d	7/24/2023	8/4/2023		MED TIME OUT	וסת
247 INSTALL SPECIALTY CEILINGS	10d	8/2/2023	8/15/2023		INSTALL	INSTALL SPECIALTY CELLINGS
248 INSTALL FLOORING	150	8/7/2023	8/25/2023		INSTA	INSTALL FLOORING
249 INSTALL DOORS/SPECIALTIES	8	8/16/2023	8/25/2023		INSTA	INSTALL DOORS/SPECTALTIES
250 FINAL PAINT	P01	8/22/2023	9/5/2023		FIN	FINAL PAINT
						1 1
				YFAC CPM	Progress Perod Date: 7/17/2023 Print Date: 7/17/2023	<b>GEJOHNSON</b>
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	AREA "B" SECOND FLOOR	224d	224d 11/28/2022 10/13/2023	10/13/2023			1 min		<i></i>	
	O/H MEP ROUGH IN	43d	43d 11/28/2022 A	5202/61/1		-	O/H MEP ROUGH IN	XOUGH IN		
	INTERIOR FRAMING	76d	26d 11/28/2022 A	1/5/2023 A		INTERIOR FRAMING				
	IN WALL MEP ROUGH IN	255	55d 12/27/2022 A 5/16/2023 A	5/16/2023 A			IN WALL MEP ROUGH IN	N.		
	SHETROCK	p76	1/9/2023 A	5/16/2023 A			SHEETROCK			
	FS O/H ROUGH IN	ß	2/17/2023 A	2/23/2023 A		FS O/H ROUGH IN	JCH IN			
	T/B/P FIRST COAT	389	38d 3/24/2023 A	5/16/2023 A			T/B/P FIRST COAT			
	SET INTERIOR GLAZING	780	28d 4/19/2023 A	7/26/2023			SET INTI	SET INTERIOR GLAZING		
	TILE BATHROOMS	234	29d 4/19/2023 A	5202/121/	-		THE BY	TILE BATHROOMS		
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## **EXHIBIT F GMP AMENDMENT NO. 5**

## **ACCEPTANCE PERIOD**

1. Acceptance of GMP No. 5 is required on or before August 11, 2023.

**Norman Municipal Authority Young Family Athletic Center** 

2. Should the pricing and terms of the GMP Amendment No. 5 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 5 will be null and void and the work will be re-priced and revised.

## File Attachments for Item:

29. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING RFP-2324-14, CONTRACT K-2324-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION CONSTRUCTION AND CONTRACTING LLC, IN THE AMOUNT OF \$208,817; MAINTENANCE BOND MB-2324-17; PERFORMANCE BOND B-2324-28; AND STATUTORY BOND B-2324-29 FOR THE BENTLEY PARK TENNIS & PICKLEBALL COURTS PROJECT; AND RESOLUTION R-2324-47 GRANTING TAX EXEMPT STATUS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE: 9/** 

9/12/2023

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 AWARDING RFP-2324-14, CONTRACT K-2324-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION CONSTRUCTION AND CONTRACTING LLC, IN THE AMOUNT OF \$208,817; MAINTENANCE MB-2324-17; PERFORMANCE BOND B-2324-28; STATUTORY BOND B-2324-29 FOR THE BENTLEY PARK TENNIS & PICKLEBALL COURTS PROJECT; AND RESOLUTION R-2324-47

GRANTING TAX EXEMPT STATUS.

## **BACKGROUND:**

On October 13, 2015, Norman citizens passed the NORMAN FORWARD Initiative, which funded various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve all of the City's neighborhood parks. The funds for this project are "pay-as-you-go (PayGo)," meaning that the Parks Department can 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 as part of 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 (in the vicinity of 36th Avenue SE and East Imhoff Road). In addition to one tennis and pickleball court, this park will feature a playground, picnic pavilion, protected areas of preserved prairie remnants, and a walking trail.

## DISCUSSION:

On July 14 and 28, 2023, Request For Proposals (RFP) Number 2324-14 for the Bentley Park Tennis and Pickleball Courts Project was advertised in the Norman Transcript and digitally through Construct Connect. The RFP was also advertised on the City's website. Three complete bids were received in the office of the Parks and Recreation Department by the submittal deadline of 5:00 p.m. on Friday, August 11, 2023.

Parks and Recreation staff reviewed the proposals, which included a base bid to do the work according to the RFP's provisions and specifications and bidding on the tennis and pickleball

courts separately. When the different proposals were compared, it was determined that the bid from Precision Construction and Contracting LLC., dba PCC Sports, presented the best option for the lowest amount.

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Staff recommends awarding Contract Number K-2324-64 to Precision Construction and Contracting LLC, dba PCC Sports, in the total amount of \$208,817 for the Bentley Park Tennis and Pickleball Courts Project. The proposed funding will come from the fiscal year 2023-2024 (FYE 2024) Norman Forward Project Account for New Neighborhood Parks.

**RECOMMENDATION 1:** It is recommended that Request for Proposal RFP 2324-14 be awarded to Precision Construction and Contracting, LLC, in the amount of \$208,817 for the Bentley Park Tennis and Pickleball Courts Project. The funding of \$208,817 is available for this project in the Norman Forward Fund, New Neighborhood Parks Construction (account 51798830-46101; project NFP104).

**RECOMMENDATION 2:** It is further recommended that City Council approve Contract K-2324-64, Performance Bond B-2324-28, Statutory Bond B-2324-29, and Maintenance Bond MB-2324-17.

**RECOMMENDATION 3:** It is further recommended that Precision Construction and Contracting, LLC, be authorized and appointed as project agent for the Bentley Park Tennis and Pickleball Courts Project by Resolution R-2324-47, to avoid the payment of sales tax on materials and equipment purchases related to the project.

## Contract # K-2324-64

## CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Precision Construction and Contracting LLC., as Party of the First Part, hereinafter designated as the CONTRACTOR, and the <u>City of Norman</u>, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

## WITNESSETH

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

#### BENTLEY PARK TENNIS AND PICKLEBALL COURTS

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

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

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: Two Hundred and Eight Thousand. Eight Hundred Seventeen DOLLARS and No CENTS (\$ 208,817.00);

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

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

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

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

Contract # K-2324-64

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

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

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

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

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

The Notice to Bidders published in the Norman Transcript July 14 and 28, 2023, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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

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

## Contract # K-2324-64

CORPORATE SEAL	Procision construction and control
ATTEST: Corporate Secretary	BY President or Managing Partner
COUNTY OF VICKSON	
authorized by Contractor to submit the above Contractor has not paid, given or donated or	irst duly sworn, on oath says that (s)he is the agent e Contract to the City. Affiant further states that r agreed to pay, give, or donate to any officer or hing of value, either directly or indirectly, in the
Subscribed and sworn to before me this	
My Commission Expires: <u>ON 10 2124</u> Commission Number: <u>203485557</u> CITY OF NORMAN  Approved as to form and legality this <u>8</u> day of	Notary Public  Notary Public  TAYLOR LYN WHITE  Notary Public - Notary Seal  STATE OF MISSOURI  Jackson County  My Commission Expires: January 02, 2024  Commission # 20348557
Approved as to form and legality this <u>O</u> day (	City Attorney
Approved by the City Council this	• •
ATTEST:	Mayor



Bond No: HGMW-170-0295 Bond # B-2324-29

## STATUTORY BOND

## KNOW ALL MEN BY THESE PRESENTS:

That we, <u>Precision Construction and Contracting LLC.</u> , as Principal, and Hudson Insurance Company. a corporation organized under the laws of the State of <u>Delaware</u> , and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the penal sum of <u>Two Hundred and Eight Thousand, Eight Hundred Seventeen DOLLARS and No CENTS</u> , (\$208,817.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.					
Dated this, 2023.					
The conditions of this obligation are such, that whereas, the above Bonded Principal  Precision Construction and Constructing U.C. is the lowest and best bidder for the making of the following City work and improvement, viz.:					
BENTLEY PARK TENNIS AND PICKLEBALL COURTS					
and has entered into a certain written contract with THE CITY OF NORMAN, dated, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.					
NOW, THEREFORE, if the said Precision Construction and Contraction LLC. Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.					

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

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

Bond No: HGMW-170-0295 Bond #<u>B-2324-29</u>

ATTEST:	Precision Construction and Contracting LLC
More thank Some Via	Gompany Name
Corporate Secretary	BY Cala
	Principal
ATTEST:	Hudson Insurance Company Surety Name
E //who	
Corporate Secretary (Surety)	BY Much the Johnson
	Surety Nicole M. Johnson, Attorney-In-Fact
STATE OF OKLAHOMA, COUNTY OF CLEV	ELAND, SS:
Before me, the undersigned, a Notary Public in au, 20 personally appeared person who executed the foregoing, and acknowl free and voluntary act and deed for	to me known to be the identical edged to me that executed the same as
WITNESS my hand and seal the day and year las	t above written.
	Notary Public
My Commission Expires:	,
Commission Number:	
Approved as to form and legality this	day of <u>Sent</u> , 2023.
	Her Ruale
	City Attorney
Approved by the Council of the City of Norman,	this, day of20
ATTEST:	
	Mayor
City Clerk	

Bond No: HGMW-170-0295 Bond # B-2324-28

## PERFORMANCE BOND

ANOW ALL MEN BY THESE PRESENTS:
That we, <u>Precision Construction and Contracting LLC.</u> as Principal, and <u>Hudson Insurance Company</u> , a corporation organized under the laws of the State of <u>Delaware</u> , and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of <u>Two Hundred and Eight Thousand, Eight Hundred Seventeen DOLLARS</u> and <u>No CENTS</u> , (\$ 208,817.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this day of
The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:
BENTLEY PARK TENNIS AND PICKLEBALL COURTS
and has entered into a certain written contract with THE CITY OF NORMAN dated
NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all abbligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay or cause to be paid all labor materials and/or promptly pay.

said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its

Bond No: HGMW-170-0295

	Bond # <u>B-2324-28</u>
ATTEST:	Precision Construction and Contracting LLC Company Name
COULON SWULL. Corporate Secretary	BYPrincipal
•	
ATTEST: La Ome	Hudson Insurance Company Surety Name
Corporate Secretary (Surety)	BY MUL M. JUHNOOP
	Surety Nicole M. Johnson, Attorney-In-Fact
STATE OF OKLAHOMA, COUNTY OF CLEV	'ELAND, SS:
person who executes the foregoing, and acknowle free and voluntary act and deed for the us WITNESS my hand and seal the day and year last	ses and purposes therein set forth.
My Commission Expires:  Commission Number:	Notary Public
Commission Number:	s_Sonterlar, 2023
	City Attorney
Approved by the Council of the City of Norman, t	
	this, 20
ATTEST:	this day of, 20  Mayor

attorney-in-fact, duly authorized to do so, the day and year first above written.

Bond No: HGMW-170-0295 Bond # MB-2324-17

#### MAINTENANCE BOND

WHEREAS,	THE	UNDERSIGNED	Precision	Construction	and	Contracting	LLC.,	hereina	ıfter
referred to as	the Pr	incipal, has entered	l into a cert	tain contract d	ated		, 20	),	, for
the constructi	on of:	-							

## BENTLEY PARK TENNIS AND PICKLEBALL COURTS

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

## NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Hudson Insurance Company, as a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Two Hundred and Eight Thousand, Eight Hundred Seventeen Dollars and No CENTS (\$208,817.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

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

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

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

Bond No: HGMW-170-0295 Bond #<u>MB-2324-17</u>

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

Executed and delivered this	day of	, 20
ATTEST:	Precision Constr	uction and Contracting LLC
Corporate Secretary	Company	
Mailing Address of Principal:	BY	incipal
PO Box 1000		meipai
Lee's Summit, MO 64064	BY: MUCH MIS	
		torney-in-Fact cole M. Johnson
STATE OF OKLAHOMA, COUNTY		oole IVI. Joinison
Before me, the undersigned, a Notary	redegoing, and acknowledge to me the eed for the uses and purposes then	to me known to be the at executed the same
My Commission Expires:	No	tary Public
Commission Number:  Approved as to form and legality this		2023. Wash
Approved by the Council of the City o	f Norman, this day of	, 20
	Ma	ayor
ATTEST: City Clerk		•



## HGMW-170-0295



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

#### Rodney W. Paddock, Eric Dedovezh, Nicole M. Johnson

#### of the State of Missouri

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, wrivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Millian Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this, 22nd day of Merch \_\_\_\_\_, 20 23 at New York, New York.

Attest

Dins Deskatakis
Corporate Secretary

STATE OF NEW YORK

On the 22nd day of March , 20 23 before me personally came Michael P. Ciffone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Sealth Puln M. Alun NOTAR

COUNTY OF NEW YORK,

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surely business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surely thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surely business, and renewals, extensions, agreements, waivers, contents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Atturney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this\_

Disa Daskalakis, Corporate Secretary

11. 1100

Commission Expires December 10, 2025

Notary Public, State of New York No. 01MU6067553 Qualified in Nessau County

ANN MURPHY

#### Resolution

R-2324-47

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING PRECISION CONSTRUCTION AND CONTRACTING, L.L.C., AS PROJECT AGENT FOR THE BENTLEY PARK TENNIS AND PICKLEBALL COURTS PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Precision Construction and Contracting, L.L.C., for the Bentley Park Tennis and Pickleball Courts Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Precision Construction and Contracting, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Precision Construction and Contracting, L.L.C., to purchase materials which are in fact used for the Bentley Park Tennis and Pickleball Courts Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Precision Construction and Contracting, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

§ 4. That the City of Norman, Oklahoma, on the 12<sup>th</sup> day of September, 2023, did appoint Precision Construction and Contracting, L.L.C., who is involved with the Bentley Park Tennis and Pickleball Courts Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Bentley Park Tennis and Pickleball Courts Project.

PASSED AND ADOPTED THIS 12th day of September, 2023.

	Mayor	
ATTEST:		
City Clerk		



#### CITY OF NORMAN Norman, Oklahoma 12 September 2023

#### TABULATION OF BID QUOTES BENTLEY PARK TENNIS AND PICKLEBALL COURTS PROJECT

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

Bid Amount Contractor

Precision Construction and Contracting, LLC \$208,817.00 (Lee's Summit, MO)

Merritt Tennis & Track Systems \$259,424.50 (OKC, OK)

Multicon \$237,152.00 (Wichita, KS)

**RECOMMENDATION:** That the project be awarded to Precision Construction and Contracting, LLC, in the amount of \$208,817.00, as the lowest and best bidder to meet specifications.

City of Norman

Jason Olsen Director of Parks and Recreation



#### File Attachments for Item:

41. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-61: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$254,250 FROM THE MATOON PROPERTY CLEANUP PROJECT TO MOLD REMEDIATION AND RECONSTRUCTION ACCOUNT FOR MOLD REMEDIATION AND RECONSTRUCTION OF FIRE STATIONS #3 AND #7.

# EXHIBIT B COMPENSATION DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK PAGE 1

Under the terms of this Contact, the Design Consultant agrees to perform the work and services described in this Contract. The City of Norman agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$264,150.00 for Basic and Additional Services as specifically set forth in this Exhibit B.

#### B.I. Basic Work and Services

Compensation for basic and additional services may not exceed \$264,150.00, and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic and additional services.

The Design Consultant may receive up to the following amounts of the amounts for services rendered upon the completion of the following tasks. Partial payments of the amounts for each task may be invoiced for incremental work completed.

#### A. PROJECT PROGRAMMING AND MASTER PLAN REFINEMENT

Task 1.1 \$17,400.00

Completion and submittal of the final survey/base information for the Project areas.

Task 1.2 \$10,000.00

Completion and submit information from the Geotechnical Report and Soil Analysis

Task 1.3 \$9,500.00

Completion and submit information from the Environmental Study

orrently → Task 1.4 \$123,000.00 the middle

this task.

Completion and submit information for the Hydrology and Permitting

- Hydraulic Modeling (\$30,000.00)

 FEMA Flood Study, CLOMR, & LOMR (does NOT included FEMA review fees) (\$42,500.00)

 USACE 404 Individual Permit (does NOT include post-construction monitoring, if required) (\$37,500.00)

 City Floodplain Permit (inc. Board presentations) (\$13,000.00)

Task 1.5 through Task 1.7 \$7,500.00

Completion of all programing, public input, site analysis, reimbursable expenses and final public presentation and approval.

# EXHIBIT B COMPENSATION DEVELOPMENT AND CONSTRUCTION OF THE NORMAN NATURE PARK PAGE 2

#### B. <u>DESIGN DEVELOPMENT/PRELIMINARY PLAN SERVICE</u>

Task 2 \$31,250.00

Completion and recommendation by the City of the design development/preliminary plans for the project.

#### C. CONSTRUCTION DOCUMENTS/FINAL PLAN SERVICE

Task 3 S41,750.00

Completion and acceptance by the City of the construction documents/final plans and specifications for the project.

#### D. <u>BIDDING SERVICES FOR THE FIRST BID PACKAGE</u>

Task 4 \$3,000.00

Completion and acceptance by the City of the bidding services for the first contract phase

#### E. CONSTRUCTION ADMINISTRATION SERVICES

Task 5 \$18,750.00

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of the Design Consultant. bidding services for the first contract phase

An addition of: \$2,000.00

Upon satisfactory completion and acceptance of

the as-built drawings.

Item 41,



#### CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 

9/12/2023

REQUESTER:

Wade Thompson, Parks Manager

PRESENTER:

Jason Olsen, Parks and Recreation Director

ITEM TITLE:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-61: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$254,250 FROM THE MATOON PROPERTY CLEANUP PROJECT TO MOLD REMEDIATION AND RECONSTRUCTION ACCOUNT FOR MOLD REMEDIATION AND RECONSTRUCTION OF

FIRE STATIONS #3 AND #7.

BACKGROUND: On Thursday, April 27, 2023, the Fire Training Chief reported a wet ceiling tile at the Fire Training Center, co-located with Fire Station 7, at 2207 Goddard Ave. The City of Norman Facility Maintenance requested a third-party contractor to inspect the roof, to ascertain the cause of the wet ceiling tiles. During the facility's interior inspection, mold was visible on the ceiling tile. The remediation work done for the Fire Training Center cost \$210,000.

#### **DISCUSSION:**

Other fire stations requested visual mold inspections once the mold was confirmed in the Fire Training Facility due to an unknown water intrusion. Small amounts of mold were detected in localized areas at Fire Stations #3 and Fire Station #7. The City also did mold remediation work on the building at 718 Porter last year. All together the City has already spent \$398,772 on mold remediation and likely will encounter this need again. The Facility Maintenance Division requests to re-allocate \$254,250 from the completed Mattoon Property Cleanup project to the Mold Remediation and Reconstruction Project to pay the current invoices of close to \$60,000 for Fire Station 3 and Fire Station 7 mold remediation issues. The funds would also be used for any additional discovered mold or build-back of a municipal location where hazardous mold is identified through expert testing.

#### **RECOMMENDATION:**

It is recommended the City of Norman approve the transfer of funds of \$254,250 from the Capital Sales Tax Fund, Mattoon Property Cleanup, Construction (Account 50793365-46101; Project BG0257) to Mold Remediation and Reconstruction, Construction (Account 50595540-46101; Project EF1009) for mold remediation at City of Norman fire stations.

ltem 41.

Resolution

R-2324-61

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$254,250 FROM THE MATOON PROPERTY CLEANUP PROJECT TO MOLD REMEDIATION AND RECONSTRUCTION ACCOUNT FOR MOLD REMEDIATION AND RECONSTRUCTION OF FIRE STATIONS #3 AND #7.

- § 1. WHEREAS, the City's Fire Training Center, co-located with Fire Station 7, at 2207 Goddard Ave suffered mold damage after its wet ceiling was inspected; and
- § 2. WHEREAS, after this initial mold identification, other fire stations requested mold inspection; and
- § 3. WHEREAS, small amounts of mold were identified in Fire Stations #3 and #7; and
- § 4. WHEREAS, \$254,250 is needed to pay the invoices for the mold remediation completed at Fire Stations #3 and #7 and allow the remaining money to be retained for any further mold remediation and reconstruction efforts; and
- § 5. WHEREAS, those funds need to be transferred to the appropriate accounts so the repairs can be made.

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

§ 6. That the following appropriation be made for reason as stated above:

Account Name	Losing Account	Gaining Account	Amount
Capital Sales Tax, Matoon Property Cleanup	50793365-4601		\$254,250
Mold Remediation and Reconstruction, Const	-	50595540-46101	\$254,250

PASSED AND ADOPTED this 12th day of September, 2023.

	Mayor	
ATTEST:		



525

#### File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2324-46: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY AND RDG PLANNING & DESIGN, INC. INCREASING THE CONTRACT BY \$311,540 FOR PROFESSIONAL COMPREHENSIVE PLANNING SERVICES RELATED TO THE PARKS RECREATION AND TRAILS MASTER PLAN, FOR A NEW CONTRACT TOTAL NOT TO EXCEED \$2,706,167.





#### CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 

9/26/2023

REQUESTER:

Jason Olsen, Director of Parks and Recreation

PRESENTER:

Jason Olsen, Director of Parks and Recreation

**ITEM TITLE:** 

CONSIDERATION OF APPROVAL, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2324-46: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY AND RDG PLANNING & DESIGN, INC. INCREASING THE CONTRACT BY \$311,540 FOR PROFESSIONAL COMPREHENSIVE PLANNING SERVICES RELATED TO THE PARKS RECREATION AND TRAILS MASTER PLAN, FOR A NEW CONTRACT TOTAL NOT TO

EXCEED \$2,706,167.

#### **BACKGROUND:**

Norman City Council last adopted a Parks and Recreation Master Plan in 2009. Since then, through Norman Forward, Hotel Motel Tax, and the Capitol project fund, a large portion of projects identified in the 2009 Parks and Recreation Master Plan has been accomplished.

According to the National Parks and Recreation Association (NRPA), the life span of a Parks and Recreation Comprehensive Master Plan is 15 years. With the shelf life of the current master plan soon expiring and the extensive number of plans already underway throughout the City, staff believes this would also be an excellent time to conduct a new Comprehensive Master Plan for Norman's Parks, Recreation and Trails system.

The City of Norman released a Request for Proposal (RFP-2223-29) for the following plans in September of 2022 and later adopted by the Council on July 25, 2023.

- Comprehensive Plan;
- Housing Market Analysis and Affordability Strategy;
- Comprehensive Transportation Plan Update;
- Stormwater Master Plan Update;
- Water Hydraulic Modeling Update;
- · Wastewater Master Plan; and
- Sanitation Master Plan.

Item 2. Item 10.

The citywide proposal will develop an all-encompassing vision for the community that all can support. To facilitate this objective, the City of Norman is seeking to update its Comprehensive Transportation Plan, Stormwater Master Plan, Water Hydraulic Modeling, and develop Wastewater, Sanitation, and now a Parks Recreation and Trails Master Plans to ensure improvements to the City's infrastructure align with the vision and policies of the new Comprehensive Plan.

#### **DISCUSSION:**

RDG Planning & Design would work with City leadership and Parks and Recreation staff on the Parks Recreation and Trails Comprehensive Plan. This Plan would aspire to collaborate closely with members of the Norman community, the RDG Team, and the AlM Norman Ad Hoc Steering Committee to develop the next long-range plan for the Parks and Recreation system. The 2023-2024 plan will contribute to the overall progress of the Norman Community. The Plan will guide and inspire community leaders to be innovative for the good of Norman residents and achieve the next moves that will contribute to securing Norman a place in the top tier of cities.

Intent and Goals. The objective of the Norman Parks Recreation and Trails Master Plan is to provide a long-range plan with an approximate 15-year horizon inspiring the following transformative elements of the park system. This Plan would be supplemented with a Strategic Implementation Plan to direct the first 2-5 years following adoption.

The long-range Plan will guide capital investments, updated level of service standards, the evolution of the City's recreation services, considerations for funding opportunities, and ultimately inspiring the following game-changing elements of Norman's park system while also informing a fiscally and environmentally sustainable park system for the next generation and beyond.

The goals of this planning effort are many; however, to help guide decision-making by both consultant teams and the City, have been refined to these broad, primary goals:

- 1. Review and, if need be, revise a new community-driven mission and vision integrating Norman's pursuit of the highest quality facilities, programming, and operations.
- 2. Build upon the goals established during the AIM Norman 2045 planning process.
- 3. Address the following key topics:
  - The need for quality parks, recreation facilities, and program services that are safe and accessible.
  - Serving a growing population and a more diverse demographic.
  - Matters of conservation and environmental impact (i.e., connecting people to nature, green infrastructure).
  - Creating and maintaining visually and functionally memorable public spaces.
  - Diverse funding opportunities for elements of both the long and short-range plans.



- 4. All visual materials will be prepared with high graphic value, understanding the importance of clear communication to inspire every Norman.
- 5. Complete the project by the Summer of 2024.

Below are the general summaries of the scope of the Parks Recreation and Trails Master Plan

- Task 1 Project Management, Progress, and Data Review
- Task 2 Community Profile, Needs Assessment and Visioning
- Task 3 Parks, Facilities, and Recreation Programming Assessment
- Task 4 Operations and Financial Implementation
- Task 5 Action Plan and Strategic Master Plan Development
- Task 6 Final Plans

The cost proposal from RDG for the Parks Recreation and Trails Master Plan (\$254,540), with additional services cost for Built Environment Natural Image Guides, which include building and landscaping standards for future park development (\$57,000) the total for the complete parks comprehensive Plan is \$311,540. By this Amendment No. 1, these services are being added to Contract No. K-2324-46, between the Norman Utilities Authority, the City of Norman and RDG, for a new contract total of \$2,706,167.

If this Amendment adding the Parks Recreation and Trails Master Plan is approved, the process will begin immediately. RDG has estimated that the Plan will be completed in the Summer of 2024, as detailed in the attached Schedule Plan (Attachment B to Amendment 1).

With the approval of this contract between the City and RDG, the RDG team will work with the community and community leaders to develop the Plan that will guide future Parks Department for the residents of Norman. This Plan will serve as a policy guide for staff and decision-makers regarding future developments and provide a framework for future associated planning documents.

An essential element to the development of successful plans is resident participation. The consultants are tasked with designing a public engagement strategy that incorporates effective and innovative participation techniques and encourages participation throughout the development of this Plan. Participation by residents, businesses, agencies, organizations, and officials will be sought through meetings, workshops, events, and online participation.

Adequate funds are available for this contract in the Comp Land use Plan Update Project, Design (account 50593388-6201, project BG0164; account 32290048-6201, project WW0179, and account 31993388, project WA0385).

**RECOMMENDATION 1:** It is recommended the City of Norman and NUA approve Amendment No. One to Contract K-2324-46 with RDG Planning & Design, Inc. in the amount of \$311,540 for the Professional Comprehensive Planning Service of the Parks Recreation and Trails Master Plan, for a new contract total not to exceed \$2,706,167.

Amend, 1 to Contract No. K-2324-46

# Agreement Between CITY OF NORMAN, OKLAHOMA and RDG Planning & Design, Inc.

RDG Planning & Design, Inc. for Comprehensive Planning Services

This Amendment No. 1 to Contract No. K-2324-46, is made and entered into this \_\_\_\_\_ day of September, 2023, by and between the City of Norman, a municipal corporation ("CLIENT"), the Norman Utilities Authority, a Public Trust ("NUA," and CITY and NUA collectively referred to as "CLIENT") and RDG Planning & Design, Inc., an Iowa corporation having a primary place of business at 301 Grand Avenue, Des Moines, IA 50309 ("RDG").

#### RECITALS

WHEREAS CLIENT requires planning services in order to develop a Comprehensive Land Use Plan, Housing Market Analysis and Affordability Strategy, Comprehensive Transportation Plan Update, Stormwater Master Plan Update, Water Master Plan and Wastewater Master Plan to guide future development in the City of Norman (hereinafter referred to as "Project Services") and as more fully described in this Agreement and previously entered into an Agreement with RDG on July 25, 2023; and

WHEREAS, CLIENT has since determined its need for services to develop a Parks, Recreation, and Trails Master Plan; and

WHEREAS, RDG, itself and through its subcontractors, has offered to amend this agreement to add the requisite Parks and Recreation Master Plan services to the "Project Services" covered by K-2324-46;

NOW, THEREFORE, the parties hereby agree as follows:

#### AMENDMENT NO. 1

- I. Paragraph 2 of Contract K-2324-46 is hereby amended and supplemented by the addition of the Project Services defined in the Attachment A to this Amendment No. 1 (hereafter the "Parks Project Services");
- II. Paragraph 2.6 of Contract K-2324-46 is hereby amended and supplemented in order to replace Attachment B to Contract K-2324-46 with the Attachment B hereto;
- III. Paragraph 3 of Contract K-2324-46 is hereby amended and supplemented by the addition of the Compensation of \$311,540.00 for the Parks Project Services, which amount includes as much as \$57,000.00 in reimburseable expenses, as set forth in the Attachment C to this Amendment No. 1, resulting in a new contract total of \$2,706,167.00;

#### Amend. 1 to Contract No. K-2324-46

CLIENT:	
City of Norman (CITY):	Norman Utilities Authority (NUA):
Ву:	Ву:
Larry Heikkila, Mayor	Larry Heikkila, Board Chair
Dated:	Dated:
ATTEST:	ATTEST:
Brenda Hall, City Clerk	Brenda Hall, Board Secretary
Approved as to legality and form this 22 day of September, 2023.	Approved as to legality and form this <u>22</u> day of <u>September</u> , 2023.
Clisalety lucha la	Clisaleth & luckala
City Attornov's Office	General Counsel's Office

# Amd. 1 to K-2324-46 - Addition of Parks Master Plan

Final Audit Report

2023-09-21

Created:

2023-09-21

By:

Amy Haase (ahaase@rdgusa.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAA9D7oYV7hot9TuOQuW\_pGik5g8YtGqwOz

#### "Amd. 1 to K-2324-46 - Addition of Parks Master Plan" History

- Document created by Amy Haase (ahaase@rdgusa.com) 2023-09-21 6:28:36 PM GMT-IP address: 173,244,133,30
- Document emailed to SCOTT CRAWFORD (scrawford@rdgusa.com) for signature 2023-09-21 6:30:15 PM GMT
- Email viewed by SCOTT CRAWFORD (scrawford@rdgusa.com) 2023-09-21 6:34:39 PM GMT- IP address: 104.47.73.126
- Document e-signed by SCOTT CRAWFORD (scrawford@rdgusa.com)
  Signature Date: 2023-09-21 6:36:09 PM GMT Time Source: server- IP address: 72.28.92.220
- Agreement completed.
   2023-09-21 6:36:09 PM GMT



# Attachment A



#### PARKS, RECREATION & TRAILS MASTER PLAN

#### DESIGN GUIDELINES FOR THE BUILT AND NATURAL ENVIRONMENT

RDG Planning & Design would be honored to work with City leadership and Parks and Recreation staff on this comprehensive plan. We aspire to collaborate closely with members of the Norman community and our visionary team to develop the next long-range plan for the Parks and Recreation system. The 2023-2024 plan will contribute to the overall progress of this great City. It will guide and inspire community leaders to be innovative for the good of Norman residents and achieve the next game-changing moves that will contribute to securing Norman a place in the top tier of cities. The City of Norman is experiencing a renaissance.

Intent and Goals. The intent of the Norman Parks, Recreation and Trail Master Plan is to provide a long-range plan with an approximate 15-year horizon inspiring the next transformative elements of the park system. This plan would be supplemented with a Strategic Implementation Plan to direct the first 2-5 years following adoption.

The long-range plan will guide capital investments, updated level of service standards, evolution of the City's recreation services, considerations for funding opportunities and ultimately inspiring the next game changing elements of Norman's park system, while also informing a fiscally and environmentally sustainable park system for the next generation and beyond.

The goals of this planning effort are many; however, to help clearly guide decision-making by both consultant teams and the City, have been refined to these broad, primary goals:

- 1. Review and if need be, revise a new community-driven mission and vision integrating Norman's pursuit of the highest quality facilities, programming and operations.
- 2. Build upon the goals established AIM Norman 2045 planning process.
- 3. Address the following key topics:
  - The need for quality parks, recreation facilities and program services that are safe and accessible.
  - Serve a growing population and more diverse demographic.
  - Matters of conservation and environmental impact (i.e. connecting people to nature, green infrastructure).
  - Creating and maintaining visually and functionally memorable public spaces.
  - Diverse funding opportunities for elements of both the long and short-range plans.
- All visual materials will be prepared with high graphic value understanding the importance of clear communication with the intent to inspire every Norman citizen throughout all stages of the process.
- 5. Complete the project by the Summer of 2024.



Amend. 1 to Contract No. K-2324-46

IV. Paragraph 10(a) of Contract K-2324-46 is hereby amended and supplemented to add the following person for the purposes of notices relating to the Parks Project Services:

Jason Olsen Director of Parks and Recreation Development Center 225 N. Webster Ave Norman, OK 73069

In all other respects, Contract K-2324-46 shall remain unchanged and in full force and effect with respect to the Project Services, including the Parks Project Services and Attachments A-C added and supplemented hereunder.

[Remainder of Page Left Intentionally Blank]

#### Amend. 1 to Contract No. K-2324-46

IN WITNESS WHEREOF, RDG and the CLIENT have executed this Amendment No. 1 to K-2324-46 as of the Effective Date.

RDG Planning & Design, Inc. (RDG):

By: ho blease

Amy Haase, Board Chair

Dated: 9/21/2023

ATTEST:

Scott Crawford, Board Secretary

- Key Leadership and Stakeholder Interviews The RDG+Pros Team will perform up to 15
  interviews with key community leaders and stakeholders to evaluate the future vision for City of
  Norman Parks and Recreation within the first 30 days of the project. The community values,
  strengths and challenges of the City, trends, and level of services provided will also be evaluated
  during this time.
- Focus Groups The RDG+Pros Team will organize and facilitate several focus group sessions
  with user groups, key partners, and/or unique groups within the community that represent a
  common interest.
- Public Forums We propose to conduct public forums to introduce the project and project
  goals; to share preliminary findings, gain input for the community's vision and core values for
  the recreation system; and as a final briefing and input opportunity on the draft plan. These will
  include live polling exercises, the opportunity for Q&A and for the meeting to be recorded and
  shared on the City's website for the community to view it later.
- Electronic Survey Also, the RDG+Pros Team can create an online survey administered through
   <u>www.surveymonkey.com</u>. This survey will be promoted through the City's website and
   promotional mediums to maximize outreach and response rates. These surveys would provide
   quantitative data and guidance in addition to the stakeholder and focus groups in regard to the
   recommendations for park amenities, specific programs, facility components, usage, and pricing
   strategies.
- 2.5 Mission Statement and Vision Statement Update the Parks and Recreation Department's current guiding principles. This task will be incorporated into the overall engagement plan and will reflect input from key staff and the Community Advisory Committee.

#### Task 2 Deliverables:

- Community Engagement Plan
- Meeting preparation and records (minutes, photographs and other documentation)
- Summary and presentation of key findings
- Draft and final Mission Statement and Vision Statement
  - o Develop or reaffirm the Vision, Mission and Strategic Objectives
    - The Strategic Objectives address six unique areas of planning including:
      - Community Mandates/Priorities
      - Financial / Revenue
      - Levels of Services
      - Partnerships
      - Standard
      - Governance / Organization

#### Task 3.0: Parks, Facilities, Recreation and Cultural Programming Assessment

- 3.1 Parks & Facilities Inventory and Assessment Consulting Team will provide an electronic form for the Department to use in completing facility facility/amenity inventory. A park and facility tour will be performed with the Operations and Maintenance staff, and Programming staff. The findings from this review will be documented in a prepared data collection form. During this tour, general observation of park and recreation facilities will include:
  - Photographs along with text to illustrate key environmental features in the City service area
  - General state and condition
  - Compatibility with neighborhoods

- Compatibility of amenities offered throughout the system
- Aesthetics/Design
- Safety/security
- Public access
- Program capacity and compatibility with users
- Partnership opportunities
- Revenue generation opportunities
- 3.2 Park Classifications and Level of Service Standards The RDG+Pros Team will work with the Department to review and confirm, modify or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities including common areas and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the Consulting Team's national experience and comparison with peer/survey agencies. These standards will be adapted based on the needs and expectations of the City.
- 3.3 Geographical Analysis through Mapping The Consulting Team can work with the City to determine appropriate GIS mapping. The Consulting Team would utilize GIS to perform geographical mapping to identify service area analysis for specific facilities and programs. This includes mapping by classification and major amenities by facility standards as applied to population density and geographic areas. A service area is defined as a circular area around a park or amenity whose radius encompasses the population associated with the appropriate facility standard for each park classification and amenity. Using the facility standards and service areas provided by the Consulting Team for each park and major facility type (amenity), a series of maps by each park classification and major amenities will be prepared. This mapping identifies gaps and overlaps in service area. It is assumed that the City will provide base GIS information including inventory and general location of park sites and amenities. The Consulting Team will provide maps in digital format (ARCGIS and Adobe Acrobat PDF format) and hard copy.
- 3.4 Recreation & Cultural Program Analysis Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the Department aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of:
  - Age segment distribution
  - Lifecycle analysis
  - · Core program analysis and development
  - Similar provider analysis/duplication of service
  - Market position and marketing analysis
  - User fee analysis for facilities and programs/services
  - Review of program development process
  - Backstage support, or service systems and agency support needed to deliver excellent service

#### **SCOPE OF SERVICES**

The RDG + Pros Team proposes a comprehensive planning approach to address the requirements of the Parks, Recreation and Trails Master Plan and will deliver a living and working document that provides guidance for both short-term and long-term goals in a financially sustainable and achievable manner. The following is a detailed approach to develop the master plan related to implementing specific action items.

- Create a plan that is grounded in inclusive and accessible community engagement to ensure the broad
  interests of the diverse community and stakeholders in Norman are heard and can help guide growth and
  development of parks and recreation sites, facilities, and programs.
- Outline a strategy for parks, recreation and greenspaces that is equitable to the entire community regardless
  of socioeconomic, cultural, racial, or geographic differences, and provides fair community benefit to all.
- Utilize a wide variety of data sources and best analytical practices to predict trends and patterns of use, community impact, and how to address unmet needs in Norman.
- Enhance the environmental resiliency of Cleveland County by leveraging parks and greenspaces as green infrastructure that is equitably distributed throughout the community.
- Shape the financial sustainability and organizational excellence to achieve the strategic objectives, identify
  revenue opportunities, dynamic partnerships, and ensure future operational and maintenance needs are
  addressed.
- Develop a dynamic and realistic action plan that is based on unique levels of service, promotes health and safety, supports active lifestyles, builds community connectivity, and creates a road map to ensure long-term success and financial sustainability for Norman's parks, recreation programs, and facilities.

#### Task 1.0: Project Management, Progress Reports & Data Review

- 1.1 Kick-off Meeting A kick-off meeting should be attended by the key Norman Parks and Recreation Department staff and Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the Consulting Team. Detailed steps of this task include:
  - Confirmation The project goals, objectives, scope, and schedule will be confirmed.
  - Outcome Expectations Discuss expectations of the completed project.
  - Communications Confirmation on lines of communication, points of contact, level of
    involvement by the Department and local leaders, and other related project management
    details. Also, protocols and procedures for scheduling meetings should be agreed to.
- 1.2 Data Collection The RDG+Pros Team will collect, log, and review key data and information to facilitate a thorough understanding of the project background. Key data and information that will be requested includes, but is not limited to:
  - Park and Recreation Department Annual Reports
  - A Legacy for the Next Generation
  - Trail and Bicycle Master Plan
  - Individual master plans for various parks and greenways
  - GIS data from park and trail system
  - Database on park system amenities
  - Current Capital Improvement Program (CIP) Plan and Operating Budget

- 1.3 Progress Reports The Consulting Team will develop status reports to the City on a monthly basis.
  More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project.
- 1.4 Prepare database of stakeholders The Consulting Team will work with the City who will gather contact information from a variety of sources. This information will be used in the key leadership/focus group interview portion of the Master Plan.

#### Task 2.0: Community Profile, Needs Assessment & Visioning

The RDG+Pros Team will utilize a robust public input process to solicit community input on how the parks and recreation system and programs meet the needs of residents into the future. This task is an integral part of the planning process. A wide range of community/participation methods may be utilized with traditional public meetings. The Consulting Team will prepare a community outreach agenda to include the number and types of meetings which will be held. Also, a statistically-valid-wide needs assessment survey will be conducted to identify community needs and issues related to recreation/park programs and facilities. Specific tasks include:

- 2.1 Demographic & Recreation Trends Analysis The Consulting Team will utilize the City's projections and supplement with census tract demographic data obtained from ESRI, the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends; for comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:
  - To understand the market areas served by the City and distinguish customer groups.
  - To determine changes occurring in the City and the region, and assist in making proactive decisions to accommodate those shifts.
  - Provide the basis for Equity Mapping and Service Area Analysis

The demographic analysis will be based on US 2020 Census information, 2021 updated projections, and 5 (2026) and 10 (2031) year projections. The following demographic characteristics will be included:

- Population density; Age Distribution; Households; Gender; Ethnicity; Household Income
   From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the Sports & Fitness Industry Association's (SFIA) 2022 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.
- 2.3 Benchmark Analysis A benchmark analysis could be completed to compare the City of Norman's Parks and Recreation system to five (5) other relevant peer agencies and aspirational communities (ie: SEC Communities). If desired, the Consulting Team can work with the City to identify the 15 key metrics to be surveyed and analyzed, as well as the benchmark and aspirational communities.
- 2.4 Facilitate the Public Input Process The RDG+Pros Team will identify, describe and implement a comprehensive strategy and methodology for citizen involvement in this Master Plan development process. Elements of the engagement process include:

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus Department efforts in core program areas and create excellence in those programs deemed most important by program participants. We will also examine impacts of school and private facilities in the area and their potential partnerships with the Department.

- 3.5 Prioritized Park and Facility / Program Priority Rankings—The Consulting Team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility assessment, program assessment, and the service area mapping into a quantified park and facility / program ranking. This priority listing will be compared against gaps or surplus in parks, facilities and amenities, as well as programs. This will list and prioritize facility, infrastructure, amenities, and program needs for the parks and recreation system and provide guidance for the Capital Improvement Plan. The analysis will include probable future parks, recreation facilities, open spaces and trail needs, as well as program needs based on community input, as well as state and national user figures and trends. Also, a set of prioritized recommendations for maintenance and renovation of parks, trails and recreation facilities will be developed. The Team will conduct a work session with the City to review the findings and make revisions as necessary.
- 3.6 Capital Improvement Plan We recommend the development of a three-tier capital improvement plan that will assist the City of Norman in the inevitable and continuous rebalancing of priorities and associated expenditures. Each tier reflects different assumptions about available resources.
  - Sustainable Critical maintenance projects, including lifecycle replacement, repair of existing
    equipment, and safety and ADA improvements. Many of these types of improvements
    typically require one-time funding and are not likely to increase annual operations and
    maintenance costs. In many cases, these types of projects may reduce annual operations
    and maintenance costs.
  - Expanded Services Projects that include strategic changes to the existing parks system to
    better meet the unmet needs of the community. These types of improvements typically
    require one-time funding and may trigger slight increases in annual operations and
    maintenance costs, depending on the nature of the improvements.
  - Visionary Complete park renovation, land acquisition and new park/trall development.
     These improvements will likely increase annual operations and maintenance costs. Visionary projects also include planning efforts to support new/future development.

#### Task 3 Deliverables:

 Recreation, Cultural and Programming Plan capturing the process and results of all components of this Task to be included in the overall Parks, Recreation and Trails Master Plan

#### Task 4.0: Operations & Financial Implementation

4.1 Review of Current Maintenance and Operations – The Consulting Team will perform an analysis of the current maintenance and operational practices of the Department to evaluate its operational situation. This analysis will identify Department staffing needs, improved

operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication opportunities. This task will include recommendations in a comprehensive manner. This will include data collection, analysis and onsite observations of key organizational components in the following areas:

- Classification of services
- Administrative delivery
- Maintenance and operating standards
- Organizational design and staffing
- Customer service
- Staffing levels
- Field equipment/resources
- Service contracts
- Workload requirements
- Procedures manuals
- · Existing policy and procedures management
- Performance measures and indicators
- Information systems and technology
- Marketing and communications
- Identify and expand partnerships/volunteer support for facilities and services
- · Review and suggest new rules and regulations related to parks
- 4.2 Financial Analysis The Consulting Team will perform analysis to document the financial situation of the City. The financial analysis will look at the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast. This analysis will identify the financial situation of the Department with three primary goals:
  - Understand the financial dynamics to further advance the understanding of operations gained through the work described above.
  - Review funding and accounting practices with an objective of accurate financial fund tracking and the ability of the Department to have more useful financial information for strategic decision-making.
  - Seek opportunities to improve the financial sustainability of the Department including evaluating expenditures and increasing current and new sources of revenue.
- 4.3 Funding and Revenue Strategies Funding strategies will be developed based in part to our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the Master Plan based on the community values. The funding strategies to be evaluated for recommendations will include at a minimum:
  - Fees and charges options and recommendations
  - Endowments/Non-profits opportunities for supporting operational and capital costs
  - Sponsorships to support programs, events, and facilities
  - Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships
  - Dedicated funding sources to support land acquisition and capital improvements

- Development agreements to support park acquisition, open space and park and facility development
- Earned Income options to support operational costs
- Land or facility leases to support operational and capital costs
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan

#### Task 5.0: Action Plan & Strategic Master Plan Development

The Parks Master Plan will be framed and prepared through a series of workshops with the City. The overall vision and mission statements will be affirmed or modified, and direction for the City will be established along with individual action strategies that were identified from all the research work completed. Specific tasks include:

- 5.1 Develop Vision, Mission and Goals/Objectives The supporting vision and mission statements will be affirmed or developed with senior staff in a work session. Following this effort, goals/objectives and policies will be established and prioritized. A status briefing will be presented to gain input and consensus on direction.
- 5.2 Strategic Action Plan Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, and priorities/timelines. These strategies will be classified as short-term, mid-term or long-term strategies and priorities. Following a half-day review workshop with the City, the Consulting Team will propose a prioritization schedule and methodology used on successful master plans across the United States from their work. Action plans will be established in the following key areas:
  - Park Development and Improvements Recommendations that provide for short and longterm enhancement of park development, improvements, and land acquisition in the City.
  - Park and Facility Operational Management Recommendations that provide for short and long-term enhancement of park and facility operational management practices of the City.
  - Programs and Services -- Recommendations that provide for short and long-term
    development and maintenance of programs and services provided by the City, including
    opportunities to improve meeting user needs.
  - Financial and Budgetary Capacity Development Recommendations that provide for short
    and long-term enhancement of the financial and budgetary capacity of the City related to
    parks and lands.
  - Policies and Practices Specific policies and practices for the City that will support the
    desired outcomes of this Master Plan will be detailed.
- 5.3 Draft Report Preparation, Briefings and Final Strategic Master Plan The Consulting Team will prepare a draft Strategic Master Plan with strategies and action plans taking into account public input received, all analyses performed and the fiscal and operational impacts to the City. A presentation of the draft report will be facilitated with the City. Upon comment by the Department and key stakeholders, the Consulting Team will revise the Draft Master Plan to reflect all input received. Once the draft Master Plan is approved by City, the Consulting Team will prepare a final summary report and present to the City for final approval and adoption. The final plan will be prepared consisting of ten (10) printed and bound color copies ad an electronic copy in a format compatible with the City's software.

#### Task 5 Deliverables:

- Parks and Public Spaces Plan capturing the process and results of all components of this Task to be included in the overall Parks and Recreation Comprehensive Plan.

#### Task 6.0: Final Plans

As stated in the goals, The RDG Team will develop visual materials with high graphic value, and we understand the importance of clear communication with the intent to inspire every Norman citizen throughout all stages of the process. Both visual materials and written content will be produced understanding that they will be critical for justification and support of funding.

- 6.1 Parks, Recreation & Trail Master Plan Will be comprised of several components coming together in one cohesive comprehensive plan. All sections will have the ability to stand alone and include a summary of the process and clear outline of results, whether those be recommendations, guidelines and/or standards. The Recommended Table of Contents to include:
  - 1. Executive Summary
  - 2. Community Engagement Summary
  - 3. Visioning & Mission and Vision Statements Summary
  - 4. Inventory and Analysis Findings
  - 5. Parks, Trails and Public Spaces Plan
  - 6. Recreational, Cultural and Programming Plan
  - 7. Fiscal Sustainability and Partnerships Plan
  - 8. Image Guild for the Built and Natural Environments
- 6.2 Strategic Implementation Plan The RDG Team will assemble a plan comprised of several components coming together in one cohesive implementation plan. All sections will have the ability to stand alone and include a summary of the process and clear outline of results, whether those be recommendations, guidelines and/or standards.

#### Task 6 Deliverables:

- Parks, Recreation and Trails Master Plan The RDG Team will issue 50%, 90% and 100% complete draft documents for review and comment
- The RDG Team will Present the Draft and Final Plan
- Strategic implementation Plan The RDG Team will issue 50%, 90% and 100% complete draft documents for review and comment
- The RDG Team will Present the Draft and Final Plan

#### Added Service: Design Guidelines

"The fundamental purpose of the Design Guide is to provide a thoughtful long-term vision for park architecture and management of natural landscapes and resources."

Think back to your first memories of a visit to one of Norman's Park facilities. What were your first impressions? They were likely dominated by a sense of the wonder of outdoor and the surrounding park environment, as many of Normans parks and open spaces are located in attractive places and dramatic landscapes. This sense of awe was possibly combined with anticipation of seeing your first cousins at a family reunion or participating in a family activity, like fishing, hiking, picnicking, swimming or any other outdoor recreation opportunity available in Norman's parks.

These first impressions were probably colored by the different look and feel of the buildings in the park. The distinctive pavilions, shelters, site furnishings, lighting and trail amenities have become associated with the identity of Norman Parks Goals, Objectives and Principles

The Norman's Parks, Trails and Trails Design Guide will identify and recognize the importance of park architecture and the natural environment in the overall visitor experience - this being an interplay of the structures that frame outdoor life and family experiences within a backdrop of the most scenic and environmentally significant places in the City of Norman. The fundamental purpose of the Design Guide is to provide a thoughtful long-term vision for



Norman's park architecture and natural environment. It will build on the best of the past, along with the best of the present, for future generations that will be enriched by both.

#### Norman Parks, Recreation and Trail Design Guide will:

- Provide a framework for future park infrastructure to improve and enhance the Norman
  Park identity, permeated with sustainability and overall quality of park facilities, consistent
  with the department's role as leader in quality-of-life stewardship and provider of outdoor
  recreation opportunities.
- Integrate the best of the past of Norman Park architectural identity with the best of current sustainable design practices, materials and construction techniques to create an overall unifying visual park experience that is built to last.

#### **Objectives**

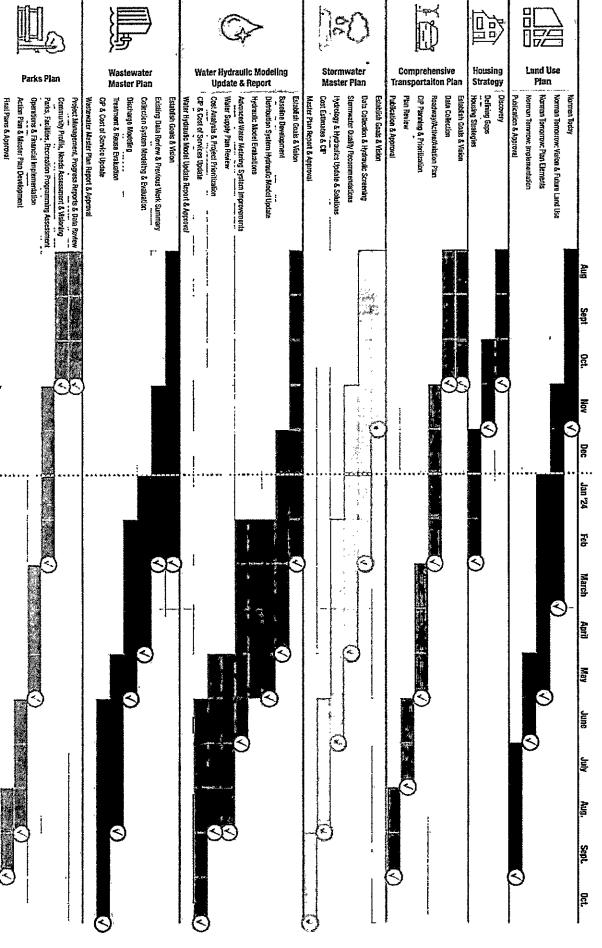
- Identify design principles and possible elements common to all yet create a filtering system
  to guide the design development of individual projects, allowing for variations within
  neighborhoods, park-to-park, structure category and site context.
- Create design templates further defining various park structures common to all: entrance
  portals (park entrance signs); interpretive kiosks, shelters; restroom facilities, picnic shelters;
  site furnishings and signage. Template variations will accommodate focal point or support
  facility tiers as well as primary, secondary and tertiary functions.
- Identify design guide parameters for those larger focal point facilities such as park pavilions and recreation/cultural centers.

#### **Some Common Design Principles**

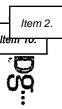
- Provide leadership in using sustainable principles for design, development/construction, and operation.
- 2. Create and restore facilities using environmental and cultural cues drawn from the individual park and specific site.
- 3. Develop with quality and durability in mind (bulldable, affordable, accessible (ADA), functional and maintainable.
- 4. Create facilities that unify the visual experience.

### Attachment B

# Exhibit B - Parks & Recreation Master Plan Timeline



# Attachment C



# Parks and Recreation Waster Plan - Fee Proposal

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Task 1.0 Project Management, Progress Report & Data	\$37,150	CITY - Additional Services	Estimated Fee
Kick-Off Meeting	\$6,670	Additional Task 3A - Built Environment Image Guide	\$35,000
Data Collection	\$12,680	Additional Task 3B - Natural Environment Image Guide	\$18,000
Progress Report	\$4,800		
Prepare Database of Stakeholders	\$8,400	CITY - Reimbursables	Not to Exceed
Deliverables	\$4,600		\$4,000
Task 2.0 Community Profile, Needs Assassment & Visioning	\$42,600		
Demographic & Recreation Trends Analysis	\$5,400		
Benchmark Analysis	\$7,800		
Facilitate the Public Input Process	\$15,600		
Mission Statement & Vision Satement DRAFT	\$4,800		
Deliverables	\$9,000		

CONTRACTOR OF THE PROPERTY OF	Task 6.0 Final Plans Parks and Recreation Master Plan Strategic Implementation Plan Deliverables
\$254,540 J	\$55,000 \$28,000 \$15,000 \$12,000

Draft Report Preparation, Briefings and Final Strategic Master Plan

Strategic Action Plan

Develop Vision, Mission and Goals / Objectives

\$28,200 \$4,800 \$7,800

\$8,800

Task 5.0 Action Plan & Strategic Master Plan Development

Funding & Revenue Strategies

Financial Analysis

\$32,800 \$8,500 \$8,250 \$7,250 \$8,800

Review of Current Maintenance and Operations Task 4.0 Operations & Financial Implementation Deliverables

Capital Improvement Plan

Prioritized Park and Facility / Program Priority Rankings

Recreation Program Analysis Geographical Analysis through Mapping Park Classifications and Level of Service Standards Parks and Facilities Inventory and Assessment

\*CITY extra Public Meeting attendance costs billed according to the fee scheduled attached hereto.

(Total: Additional Services and Reimburseables

Exhibit C

Task 3.0 Parks, Facilities & Recreation Programming Assessment

\$58,790 \$12,500 \$5,800 \$8,600 \$6,500 \$8,500 \$6,890 \$10,000

\$57,000

\$311,540

TOTAL CONTRACT AMOUNT NOT TO EXCEED

139

#### File Attachments for Item:

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-83: A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE BOARD OF CLEVELAND COUNTY COMMISSIONERS FOR THE SALE OF REAL PROPERTY LOCATED AT 718 N. PORTER IN NORMAN.



#### CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 

09/26/2023

REQUESTER:

PRESENTER:

Kathryn Walker, City Attorney

ITEM TITLE:

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-83: A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE BOARD OF CLEVELAND COUNTY COMMISSIONERS FOR THE SALE OF REAL PROPERTY LOCATED AT 718 N. PORTER IN NORMAN.

#### **BACKGROUND:**

Norman voters approved the Norman Forward Quality of Life Projects Sales Tax of 2015, which provided a one-half (1/2) percent sales tax dedicated to fund a number of Quality of life projects, including a Senior Wellness Facility (the "Facility"). After considering a number of locations for the new Facility, Council opted to locate it Facility on the southeast corner of the Porter Campus of the Norman Regional Health System ("NRH"). At the same time discussions were occurring about locating the Facility on the Porter Campus, discussions were also occurring between the City and NRH about property owned by NRH located at 718 N. Porter. As the Porter Campus redevelops, NRH communicated that it would no longer have a need for 718 N. Porter and expressed an interest in conveying it to the City. The City was interested in receiving the property at that time and a variety of uses were proposed, including a permanent night shelter, a sobering center, and a resource center. Ultimately, Council approved a Purchase and Sale Agreement with NRH on December 14, 2021 and upon closing on the transaction in May 2022, the City transferred its Porter Campus property to NRH in exchange for retaining the Senior Center tract and obtaining ownership of 718 N. Porter. 718 N. Porter has remained vacant since that time.

During an unexpected cold snap over the holidays, the fire sprinkler lines in the building froze, which resulted in a flooding event. This resulted in significant damage to both the first and second floors of the building. Council considered repairing the building and using it for a permanent night shelter, but costs to repair and update the building to current building standards for a more residential, overnight use were substantial.

Cleveland County approached the City about the possible purchase of the building for office and storage uses. After obtaining property repair estimates, the County offered a purchase price of \$500,000 and offered to pay all closing costs.

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#### **DISCUSSION:**

Contract K-2324-83 would memorialize the County's offer. Upon the effective date of the contract, there is a 30 day due diligence period. After the expiration of this period, a closing date will be selected on which the transaction will be finalized. The County is purchasing the property in an AS-IS and WHERE-IS condition with all faults.

#### **RECOMMENDATION:**

Staff forwards K-2324-83 for Council consideration.

#### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023 (the "Effective Date"), between THE CITY OF NORMAN, OKLAHOMA, an Oklahoma municipal corporation (hereinafter referred to as the "Seller"), and the Board of County Commissioners, an Oklahoma political subdivision (hereinafter referred to as "Purchaser", together with the City, the "Parties" and each one a "Party").

#### RECITALS:

- A. The Seller acquired 718 N. Porter Avenue (the "718 Property") from Norman Regional Hospital Authority ("NRHS") pursuant to a Purchase and Sale Agreement dated December 22, 2021 regarding, among other things, the purchase, sale, and development of certain real property located in the City of Norman, Cleveland County, Oklahoma for the construction of the NRHS's Porter Health Village and the City's Senior Wellness Center.
- B. The 718 Property has been vacant since the Seller's acquisition and the Seller desires to sell the property to another government entity.

#### AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser agree as follows:

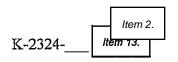
- 1. Purchase and Sale of Land. On the Closing Date the Seller will convey all of its right, title and interest in and to certain real property and improvement on the 718 Property to the Purchaser. The legal description is attached hereto as Exhibit A.
- 2. Purchase Price. Subject to the adjustments and prorations herein described, the Purchaser shall pay the sum of \$500,000.00 to the Seller on the Closing Date ("Purchase Price").
- 3. Due Diligence Period. Commencing on the Effective Date and ending on a date thirty (30) days later (the "<u>Due Diligence Period</u>"), the Parties shall obtain an ALTA survey for the Porter Campus (the "<u>Survey</u>") which meets minimum standard ALTA survey requirements and is sufficient to induce Title Insurer to provide survey coverage on the Title Policy.
  - 4. Title: Title Curative. During the Due Diligence Period, the Parties will diligently work together to obtain and review preliminary binders (each a "<u>Title Commitment</u>", and together the "<u>Title Commitments</u>") for the 718 Property for the issuance of an ALTA Form B owner's title insurance policy (the "<u>Title Policy</u>"), together with a Pro Forma of the Title Policy (the "Pro Forma", Endorsements (the "Endorsements") to the Title Policy, if any, and legible copies of the instrument(s) creating an exception to the title to the land. The Title Commitments, Pro Forma, and any Endorsements to Title Policy will be issued by First American Title Company, located at 421 N.W. 13<sup>th</sup> Street,

Suite 320, Oklahoma City, Oklahoma 73103 (the "<u>Title Insurer</u>"). The Parties will take all necessary actions to satisfy all items set forth on Schedule B, Part I requirements of the Title Commitments of their respective portion of the Properties in a timely manner. So long as the Parties are diligently pursuing all curative actions set forth herein, the Parties hereby agree to extend the Due Diligence Period by that amount of necessary to complete all title curative actions.

- <u>5. Seller's Representations and Warranties</u>. Seller hereby represents and warrants to the best of Seller's actual direct firsthand knowledge and belief, the following:
  - (a) This Agreement has been authorized by all necessary action of the governing body of the Seller and the Seller has full authority and right to enter into this Agreement and proceed to fulfill its terms;
  - (b) The Seller is not aware of having been notified, orally or in writing, and is not aware of any instances in which the 718 Property is in violation of any codes, statutes, ordinances, or regulations;
  - (c) All bills, invoices, and claims have been or will be paid prior to Closing, such as any amounts due that could result in a lien against the 718 Property if not paid;
  - (d) The Seller is not aware of being subject to or bound by any judgment, decree, injunction, or other court order in respect to the 718 Property; and
  - (e) The Seller is not aware of any action, suit or proceeding before any court or governmental agency or authority pending, or threatened against the Seller in written correspondence to the Seller that would adversely affect any portion of the 718 Property or the ability of the Seller to convey good and marketable title to the 718 Property, or that would limit the Purchaser's ownership and control or rights to use the 718 Property after the Closing, and subject to any quiet title or other title curative actions as may be contemplated herein.

The Seller's representations and warranties herein shall survive for the benefit of the Purchaser for a period of one (1) year after the Closing.

- 6. <u>The Purchaser's Representations and Warranties</u>. The Purchaser hereby represents and warrants to the best of the Purchaser's actual direct firsthand knowledge and belief, the following:
  - (a) This Agreement has been authorized by all necessary action of the governing body of the Purchaser and the Purchaser has full authority and right to enter into this Agreement and proceed to fulfill its terms.
  - (b) The Purchaser is not aware of any action, suit or proceeding before any court or governmental agency or authority pending, or threatened against



the Purchaser (in written correspondence to the Purchaser) that would inhibit or prevent the Purchaser from entering into this Agreement and fulfilling its terms.

The Seller's representations and warranties herein shall survive for the benefit of the Seller for a period of one (1) year after the Closing.

- 7. Condition of Property and Disclaimers by the Seller and the Purchaser: Release.
  - The parties acknowledge and agree that, except as expressly set forth in this (a) Agreement or in any of the documents delivered at Closing, as applicable, neither party, nor any other Covered Party (as hereinafter defined), have made, and except as expressly set forth in this Agreement or in any of the documents delivered at Closing, the parties are not liable or responsible for, or bound in any manner by, and hereby expressly disclaims, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information, or inducements pertaining to the 718 Property or any part thereof, the title and physical or environmental condition thereof the quantity, character, fitness and quality thereof, the merchantability, fitness for a particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof (including, without limitation, the construction of either parties' intended uses), the legality of either parties' intended use for the Properties under the Seller's current zoning ordinances affecting the Properties, or any other matter or thing of whatsoever kind or nature with respect thereto. The Purchaser further acknowledges, agrees, represents, and warrant that it has assumed the duty to inspect the 718 Property as provided for in this Agreement, and thereby assumes any and all liabilities or obligations relating to any physical or environmental condition as of the Closing Date. The delivery of surveys, title reports, inspections, plans, specifications, or other information, if any, pursuant to this Agreement shall not constitute a representation by the Seller that such information is current, correct, accurate, whole, or complete. It has been and remains the responsibility of the Purchaser, at its sole cost and expense, to satisfy itself as to the condition of the 718 Property including, without limitation: (i) the nature and condition of the property, including but not limited to the water, soil, geology, drainage, topography, flora and fauna and the suitability thereof, and of the 718 Property for any and all activities and uses which such party may elect to conduct thereon, or any improvements such party may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations in any other manner relating to or effecting the same; (ii) the nature and extent of any easement, right-of-way, lien, encumbrance, license, reservation, condition, or otherwise; (iii) the presence or absence of any environmentally-threatened species; (iv) the presence or absence of any environmental hazardous substance or material and the compliance of the 718 Property or the

operation of the 718 Property with any laws, rules, ordinances or regulations of any government or any regulatory bodies; (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water, cable, underground water reservoirs, limitations regarding withdrawal of water and faulting; (vi) whether or not, to the extent to which the Properties or any portion thereof, is affected by any stream (surface or underground) body of water, flood-prone area, flood plain, flood way or special flood hazard; (vii) drainage; (viii) soil conditions, including but not limited to the existence of instability, past soil repairs, soil additions or conditions of soil fill or susceptibility to landslides or the sufficiency of any undershoring; (ix) zoning to which the Land and any portion thereof may be subject; and (x) availability of any utilities to the Properties or any portion thereof. Upon the Closing, each party shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions not otherwise disclosed herein, may not have been revealed by such party's investigations of the Properties. Without limiting the foregoing, the parties hereby expressly acknowledge and agree that, except as expressly set forth in this Agreement or in any of the documents delivered at a Closing, the County is purchasing the 718 Property as of the Closing Date in its "AS-IS and WHERE-IS" condition WITH ALL FAULTS. The provisions of this Paragraph 7 (b) shall expressly survive all Closings and the delivery of the Deed hereunder, or the earlier termination of this Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at any Closing.

Without limiting the provisions of Paragraph 7(b), above, and except as (b) expressly set forth in this Agreement or in of the documents delivered at any Closing, each party, upon Closing, fully and completely releases the other party and (as the case may be) such other parties' shareholders, officers, members, directors, owners, partners, managers, employees, agents, consultants, contractors, attorneys, brokers, and representatives any and all claims, demands, causes of action (including but not limited to causes of action in tort), losses, damages, liabilities, injuries, deaths, costs and expenses (including but not limited to attorneys' fees and disbursements, expert witnesses, discovery expenses, and court costs, whether the suit is instituted or not) of any and every kind, nature or character, whether known or unknown, liquidated or contingent (hereinafter collectively called the "Claims") arising from or relating to any matters set forth in this Paragraph 7 and as relating to: (i) any physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) or any and all other acts, omissions, events, circumstances or matters regarding the 718 Property; or (ii) any other conditions, including, without limitation, environmental and other physical conditions affecting the 718 Property, whether the same are a result of negligence of such other party or otherwise. The release set forth in this Paragraph 7(c) specifically includes, but is not limited to, any claims under any environmental laws of the United States, the State of Oklahoma, or any political subdivision thereof, as any of those laws may be amended from time-to-time, and any regulations, orders, rules or procedures or guidelines promulgated in connection with such laws, regardless of whether they are in existence on the date of this Agreement. The parties acknowledge that each party has been represented by independent legal counsel of such parties' selection, and each party is granting this release of its own volition and after consultation with such parties' counsel. Except as otherwise expressly provided in this Agreement, the Purchaser acknowledges that any condition of the 718 Property that such party discovers or desires to correct or improve after the Closing Date shall be at its sole expense. The provisions of this Paragraph 7(c) shall expressly survive all Closings and the delivery of the Deed hereunder, or the earlier termination of this Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at any Closing.

- 8. <u>Confidentiality of Inspection Matters</u>. The Parties acknowledge that in the course of performing due diligence of any portion of the 718 Property, the Seller may provide to the Purchaser information that is nonpublic, confidential or proprietary in nature. The Parties agree to maintain the confidence of all information delivered by the other Party and not to disclose or use any information provided by the other Party for any purpose other than evaluating the Properties. Further, the Parties agree to waive, discharge, release, and hold harmless, each other and each Parties' shareholders, officers, members, directors, owners, partners, managers, employees, agents, consultants, contractors, attorneys, brokers, and representatives (collectively with each Party, the "Covered Parties"), harmless from and against any and all losses, costs, damages, demands, liens, claims, liabilities, injuries, deaths, or expenses (including, but not limited to, attorneys' fees incurred, regardless of whether litigation is ever commenced) incurred by any Covered Party arising from or related to any of Parties' due diligence or inspections hereunder.
- 9. <u>Closing</u>. This Agreement shall close (the "Closing") five (5) business days after expiration of the Due Diligence Period (the "<u>Closing Date</u>"), such Closing to take place at the offices of the Title Insurer at such time to be mutually determined by the Purchaser and the Seller. But in no event shall the Closing take place later than ninety (90) days after the end of Due Diligence Period, unless agreed to extend by the Parties.
- 10. <u>Deliveries</u>. At the Closing, each Party shall deliver or cause to be delivered to the other Party and/or the Title Insurer, as applicable, the following, each fully executed, attested, sworn to, and acknowledged (where appropriate):
  - a. <u>Special Warranty Deed</u>. A Special Warranty Deed duly executed by the Party in substantially the form of <u>Exhibit "B"</u> attached hereto (the "<u>Deed</u>") conveying such portions of the Properties to the other Party as set forth herein, subject to only those exceptions approved by grantee Party.
  - b. <u>Purchase Price</u>. The Purchase Price, subject to the prorations as provided for in this Agreement, by cashier's check or by wire transfer of immediately available United States funds.

- c. <u>FIRPTA Affidavit</u>. An affidavit in form and substance satisfactory to Title Company stating that the respective Party is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and implementing regulations.
- d. <u>Proof of Authority</u>. Such evidence as to the authority of each Party to enter into this Agreement and to discharge the obligations of such Party pursuant hereto as the other Party and the Title Company shall reasonably require.
- e. <u>Closing Statement</u>. The document prepared by the Title Company (the "<u>Closing Statement</u>") to be duly executed by each Party to record the payment of the costs of performing this Agreement and the corresponding adjustment, if any, of the Purchase Price.
- f. <u>Additional Documents</u>. Such additional documents, including lien and possession affidavits, as may be reasonably requested by each Party and the Title Company to consummate this Agreement.
- 11. Possession. Possession of the 718 Property shall be given to the Purchaser on the Closing Date, free from all parties claiming a right to possession or having claims against the 718 Property, other than as claimants under only the exceptions to title stated in the Title Commitment approved by the Seller. Effective on the recording of the Deed, the beneficial ownership and the risk of loss of the 718 Property shall pass to the County.
- 12. <u>Prorations</u>. All receipts and disbursements relating to the 718 Property shall be prorated at the Closing as of 11:59 p.m. on the day preceding the Closing Date, and the Purchase Price of the 718 Property shall be adjusted as provided in the Closing Statement.
- 13. Taxes. All ad valorem taxes and installments of special assessments, if any, to the extent they had vested and become due for the calendar years preceding the year in which the Closing Date occurs shall be paid by Seller. All ad valorem taxes and installments of special assessments, if any, for the calendar year in which the Closing occurs shall be prorated to the Closing Date based on the latest available tax rate and assessed valuation. To the extent applicable, Purchaser shall pay all ad valorem taxes from and after the date of Closing.
- 14. <u>Closing Costs</u>. Unless otherwise stated herein, the costs of these transactions shall be borne entirely by the Purchaser.
- 15. <u>Condemnation: Casualty.</u> In the event of actual or threatened condemnation or damage to or destruction of all or any part of the 718 Property prior to the Closing Date, the Parties hereby agree to negotiate in good faith, a reduction of the value, which in turn may affect the Purchase Price.
- 16. <u>Default; Remedies.</u> If either Party fails to perform such party's obligations under this Agreement (except as excused by the other Party's default), the Party claiming default will

make written demand for performance. If such Party fails to comply with such written demand within thirty (30) days after receipt thereof, the other Party will have the option to waive such default, to demand specific performance, to exercise any other remedy available at law or in equity, or to terminate this Agreement. Except as otherwise set forth herein, on such termination, the Parties will be discharged from any further obligations and liabilities under this Agreement. However, in no event and under no circumstance, will either party be liable for (and the PARTIES HEREBY COMPLETELY AND UNCONDITIONALLY WAIVE, RELEASE, DISCHARGE, SURRENDER AND REFUSE ALL RIGHTS TO any speculative, treble, special, recission, cumulative, consequential, non-economic, or punitive damages.

### 17. <u>Miscellaneous</u>. It is further understood and agreed as follows:

- (b) <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Seller and the Purchaser relating to the sale of the Land. This Agreement supersedes, in all respects, all prior written or oral agreements between the parties relating to the sale of the 718 Property and there are no agreements, understandings, warranties or representations between the Seller and the Purchaser except as set forth herein.
- (c) <u>Amendment</u>. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.
- (d) Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally or by telefacsimile (with a confirming copy sent within one (1) day by any other means described in this section) to the party designated to receive such notice, or on the date following the day sent by overnight courier or on the third (3rd) day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other parties:

If to the Seller:

City of Norman

Attn: City Manager 201 W. Gray St.

Norman, Oklahoma 73069 Telephone: 405/366-5404 Facsimile: 405/366-5389

Email:

darrel.pyle@normanok.gov

With a copy to:

City of Norman

Attn: City Attorney Kathryn Walker

201 W. Gray

Norman, Oklahoma 73069 Telephone: 405/217-7700 Facsimile: 405/366-5425

Email:

kathryn.walker@normanok.gov

If to the Purchaser:

Cleveland County

Attn: Board of County Commissioners

201 South Jones, Suite 200 Norman, Oklahoma 73069

Telephone:

405/366-0200

Email:

rcleveland@clevelandcountyok.com

With a copy to:

District Attorney's Office Attn: Civil Division 201 S. Jones, Suite 300 Norman, Oklahoma 73069

Telephone:

405/321-8268

Email:

robin.moore@dac.state.ok.us

- (e) <u>Attorneys' Fees</u>. If any party institutes an action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorneys' fees, expert witness fees, discovery expenses, disbursements and litigation expenses incurred by the successful party.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. All actions with respect to this Agreement may be instituted in the County District Court of Cleveland County, State of Oklahoma or the United States Western District Court sitting in Oklahoma City, Oklahoma. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (i) any objection any party might now or hereafter have to the venue in any such court; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (g) <u>Brokerage</u>; <u>Commissions</u>. Each Party (the "<u>Indemnifying Party</u>") represents and warrants to the other that it has not dealt with any real estate brokers or other third parties in connection with this Agreement and the Indemnifying Party agrees to indemnify and hold the other harmless from and against any claim, loss, liability, damage, fee, cost, or expense, including attorney's fees, arising out of any compensation due or alleged to be due to any broker with whom the Indemnifying Party may have dealt with during the course of the transaction set forth in this Agreement.
- (h) <u>Severability</u>. If any clause or provision of this Agreement is held by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

- (i) <u>Binding Effect</u>. This Agreement will inure to the benefit of and bind the respective successors, heirs, beneficiaries, trustees, and assigns of the Seller and the Purchaser.
  - (j) <u>Time</u>. Time is the essence of each provision of this Agreement.
- (k) <u>Captions</u>. The captions in this Agreement are inserted for convenience of reference and are not intended to define, describe, or limit the scope of any provision of this Agreement.
- (I) <u>Full Execution</u>. This Agreement shall be deemed fully executed and binding upon the Seller and the Purchaser if and when each party has executed this Agreement or separate counterparts.
- (m) <u>Computing Time Periods</u>. In determining the end or final date for any period of days hereunder that starts from a specified date or specified event, the day of that specified date or event shall not be counted and instead the counting of days shall commence the next calendar day after that specified date or specified event. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the day for performance shall be extended to the next business day.
- (n) <u>Counterparts.</u> This Agreement may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed an original. Executed counterparts of this Agreement delivered by fax machine or electronic image via email shall be deemed original documents for all purposes so long as original signatures are kept and verifiable as being executed prior to transmission.
- (o) <u>Termination.</u> Notwithstanding any provision hereof to the contrary, notwithstanding any termination of this Agreement, whether by reason of a default of a party, by mutual agreement or for any other reason, the obligation to pay for respective development, planning, design, engineering, or infrastructure costs incurred prior to termination shall survive such termination and remain in full force and effect.
- (p) <u>Survival.</u> Unless otherwise state herein, the development rights, obligations, representations, and covenants of the Parties contained in this Agreement shall survive Closing.
- (q) <u>Assignment.</u> This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld by and in such parties' sole discretion provided any assignee shall continue to be bound by the terms of this Agreement.
- (r) <u>No Individual Liabil</u>ity. The Parties acknowledge and agree that this Agreement is being entered into by two entities and that no person or individual is a party to this Agreement, and therefore the Parties hereby completely and unconditionally waive, release, discharge, surrender and refuse all rights to any claims or causes of action against any individual in any personal capacity for any claims, remedies, or damages arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

Ī		Item 2.
K-2324	Ite	nn 13.

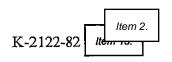
"Seller":	CITY OF NORMAN, OKLAHOMA, a municipal corporation
	By: Name: Larry Heikkila Title: Mayor
	Date of City's Execution:, 2023
	Attest: Brenda Hall, City Clerk
	Approved as to form and legality this 22 day of 2023.
	General Counsel/City Attorney
"Purchaser":	CLEVELAND COUNTY
	By: Cleveland, Commissioner
	Junt Mchlyt
	Jacob McHughes, Commissioner
	Turky The
	Rusty Grissom, Commissioner
	Date Of County's Execution: Sept. 18, 2023.

Item 2. K-2324-Item 13.

## Index to Exhibits:

A:

Legal Description Special Warranty Deed B:



### Exhibit "A"

Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25) and Twenty-six (26) in Block Three (3), of J.A. Jones Addition to Norman, Cleveland County, Oklahoma.

,	Item 2.
K-2324	Item 13.

### Exhibit "B"

### Special Warranty Deed

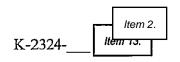
After recordation, return to:	
	Space Reserved for Recording Information
SPECIAL WAR	RANTY DEED
KNOW ALL MEN BY THESE PRESENTS:	
the sum of TEN DOLLARS (\$10.00) and other v which is hereby acknowledged, does hereby grar the, the real property and premises situated of Oklahoma, and described on Exhibit "A" at situated thereon and appurtenances thereunto belonger	at, bargain, sell, transfer, convey and assign unto e "Grantee"), with an address of in the City of Norman, Cleveland County, State tached hereto, together with any improvements
TO HAVE AND TO HOLD the L forever, free and clear and discharged of and from ortgages, liens and encumbrances of whatsoe interests in and to oil, gas and other minerals a SUBJECT to all of the exceptions to title set forth herein by reference:	ever nature; LESS AND EXCEPT any and all is this is a surface rights conveyance only, and
Grantor hereby warrants title to the and encumbrances affecting the Land made or su Grantor, but not otherwise, and in any event excless Exhibit "B" attached hereto.	e Land against any and all acts, conveyances, liens affered to be made or done by, through or under uding from this warranty the matters set forth on

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grant	or has executed this instrument this	day of
"Grantor":		
	Ву:	
7	Name:	
•	Title:	
A CKNO	<u>WLEDGMENT</u>	
<u> Ackto</u>	TY JULIA GIRLENI	
STATE OF OKLAHOMA )		
) ss:		
COUNTY OF)		
		2022 1
This instrument was acknowledged be	efore me on	, 2023, by
, in his/her capacity as	OI	<u> </u>
(Seal)		
(~~···)	Notary Public	
	My Commission Expires:	
	Commission #	

## EXHIBIT "A" TO SPECIAL WARRANTY DEED

<u>Legal Description</u>



### EXHIBIT "B" TO SPECIAL WARRANTY DEED

<u>Permitted Exceptions</u>
[Subject to revision based on title commitment]

TBD

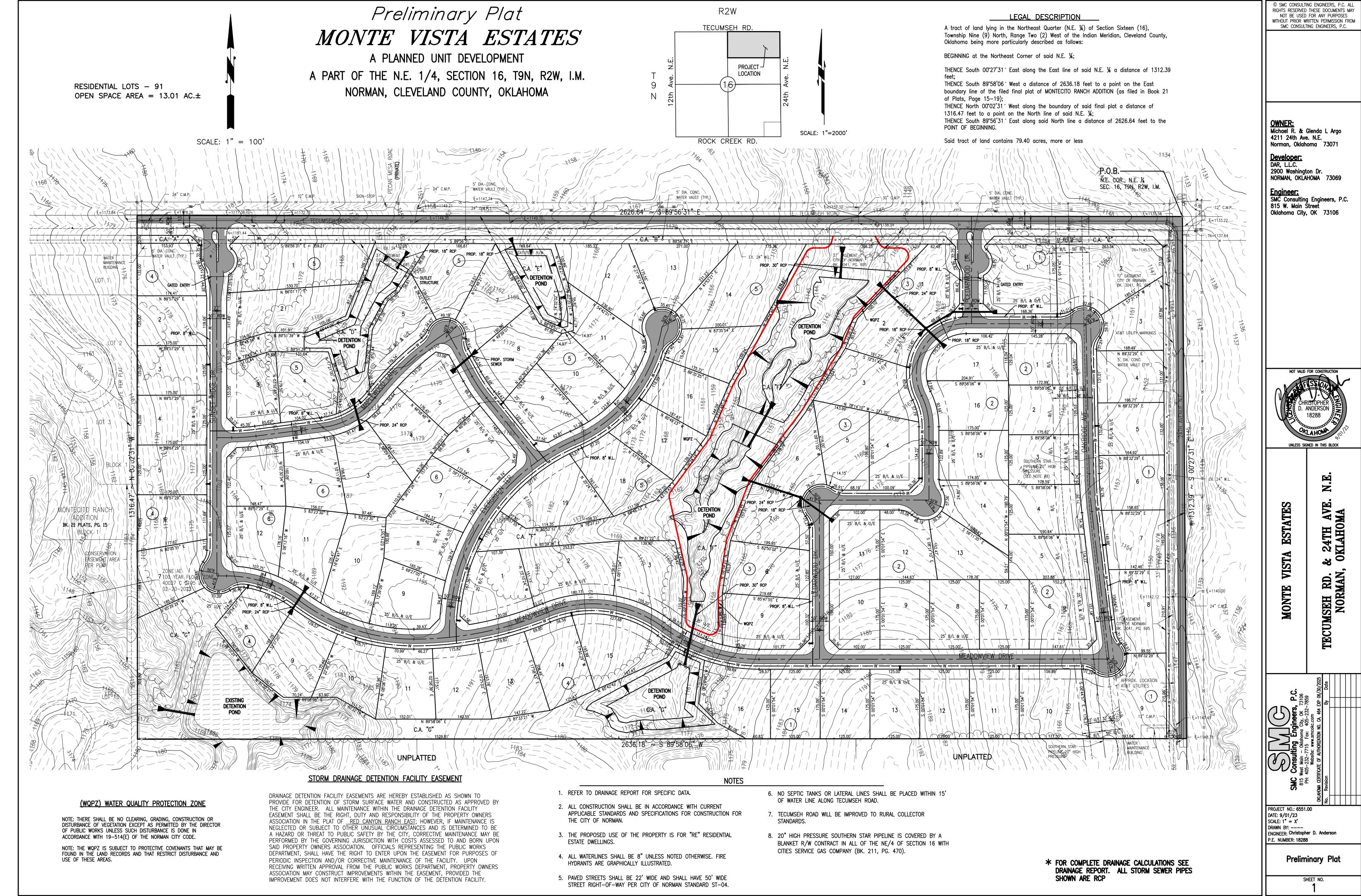
### Staff Recommendation for Monte Vista Estates Addition PUD

Monte Vista Estates Addition PUD is located in Section 16 of Township 9 North, Range 2 West of the Indian Meridian. It is located on the west side of 24<sup>th</sup> Avenue NE, on the south side of Tecumseh Road, (See Map). This development is proposing 91 lots of ½-acre R-1-type housing in the PUD; requiring .596 acre of park land (or 1.192 acres, if Private Park was proposed). There is also approximately 13 acres of open space shown in the plat, which will be left as green space.

This development will yield \$6,825 in Neighborhood Park Development Fees and the same amount in Community Park Development fees once all building permits have been issued. The developer has requested a Fee-in-Lieu of land decision for this project. This proposal appears to be the better option for this PUD, as it is proposed to be a gated community, with passive recreation proposed in the green spaces being built; and most of the area around the project is also large-lot residential estate development (see map). The amount of park (public or private) that would be established with this few number of houses does not provide enough land to establish large-scale recreation; and it would be an additional drain on maintenance resources without much space gained.

There are two residential neighborhoods west and south of this addition which have park land in them. The Park Hill park site and associated green space is a private park land decision from years ago; while the Deerfield Addition is home to a large public park that has been developed and open for over 13 years. Therefore, the fees collected for this addition would be assigned to the Deerfield Park development account, since it is the closest public park that is within the same square mile as Monte Vista Estates PUD (see map). That park has a large playground, walking trails, a basketball court and room for team sports practice. The Deerfield Park funds collected over the years will one day be combined with the NORMAN FORWARD Neighborhood Park Improvement Project funds when it is time to make upgrades to that park in the coming years. At that time, we will survey the surrounding development residents to help guide what improvements we make at Deerfield Park prior to any construction.

Staff recommends that the Board of Park Commissioners make a fee-in-lieu of land decision for the Monte Vista Estates Addition PUD.



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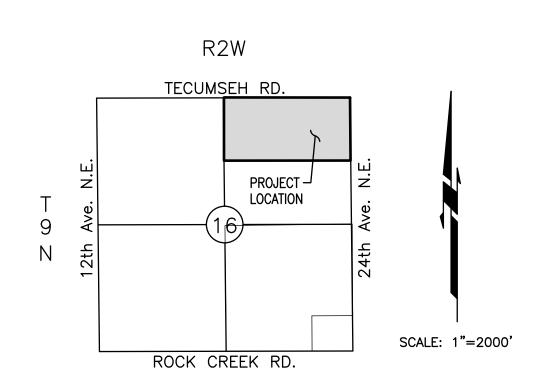
© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED THESE DOCUMENTS MAY NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.

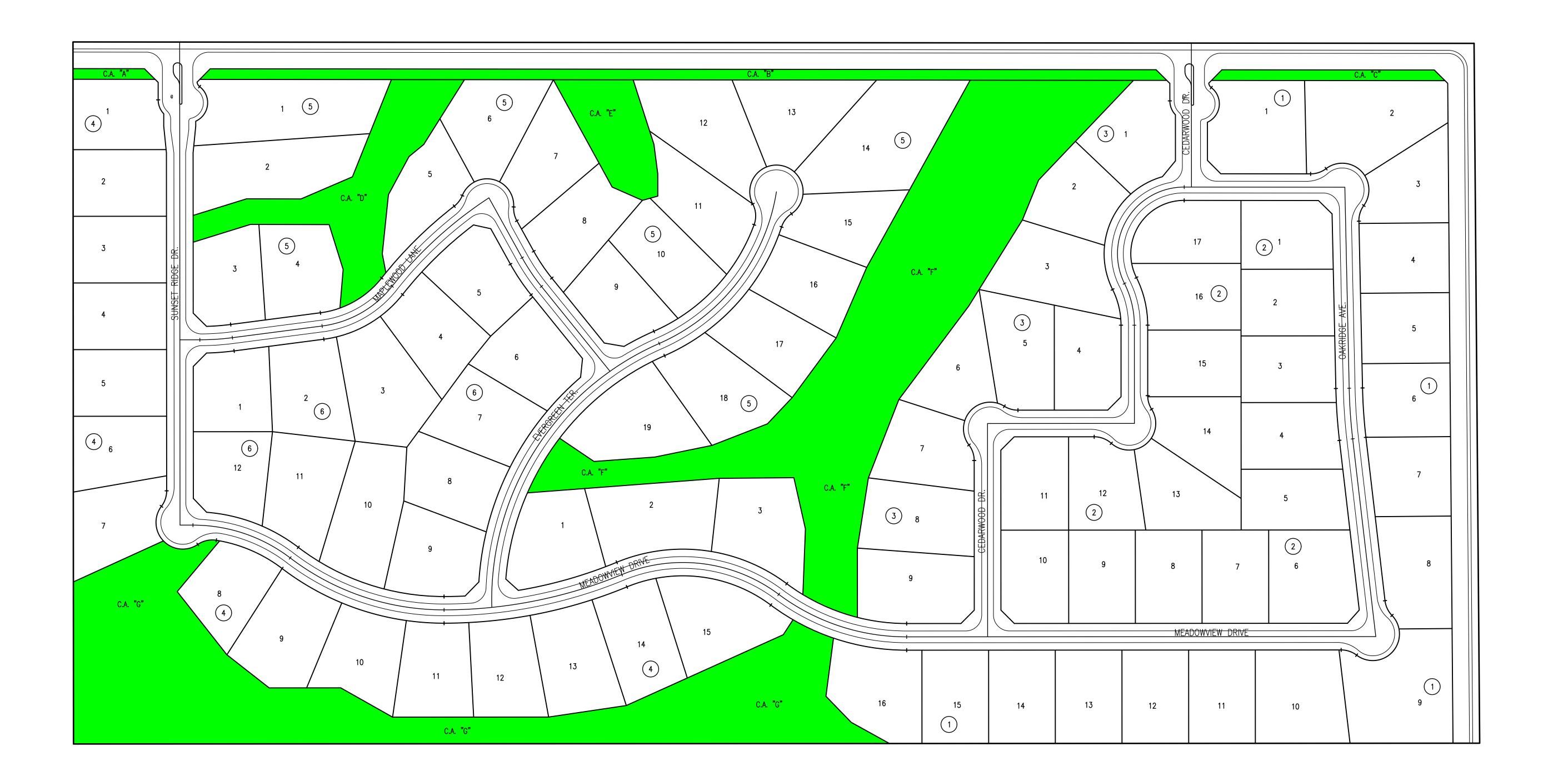
# SCALE: 1" = 100'

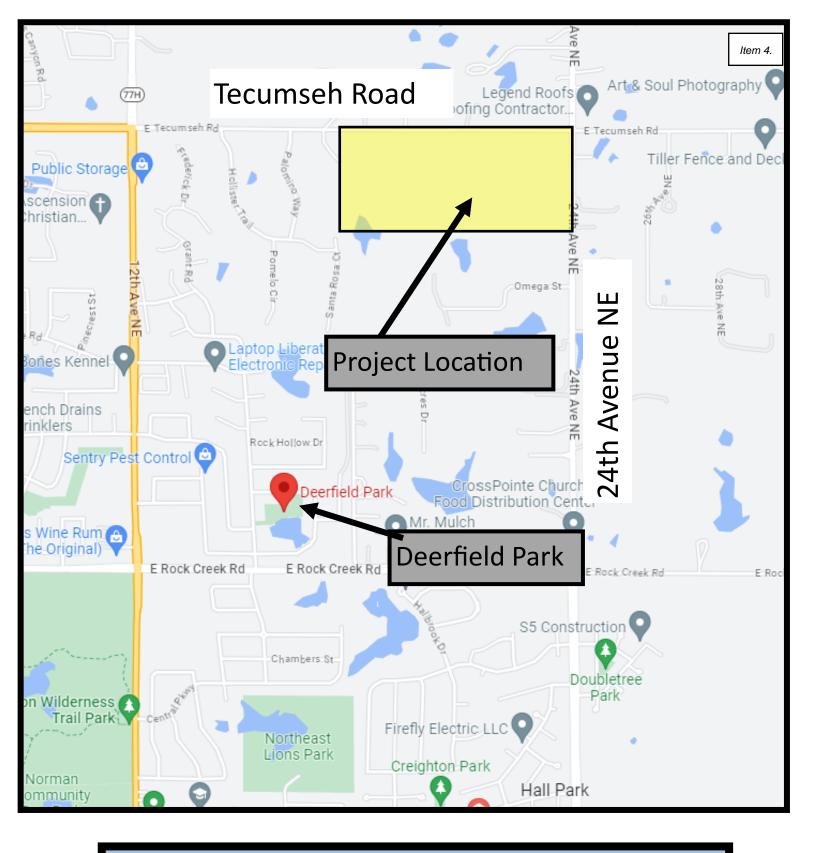
# Greenspace Exhibit MONTE VISTA ESTATES

A PLANNED UNIT DEVELOPMENT A PART OF THE N.E. 1/4, SECTION 16, T9N, R2W, I.M. NORMAN, CLEVELAND COUNTY, OKLAHOMA

OPEN SPACE AREA = 13.01 AC. $\pm$ 







Monte Vista Estates PUD Location Map

## Staff Recommendation for Crimson Flats PUD Addition

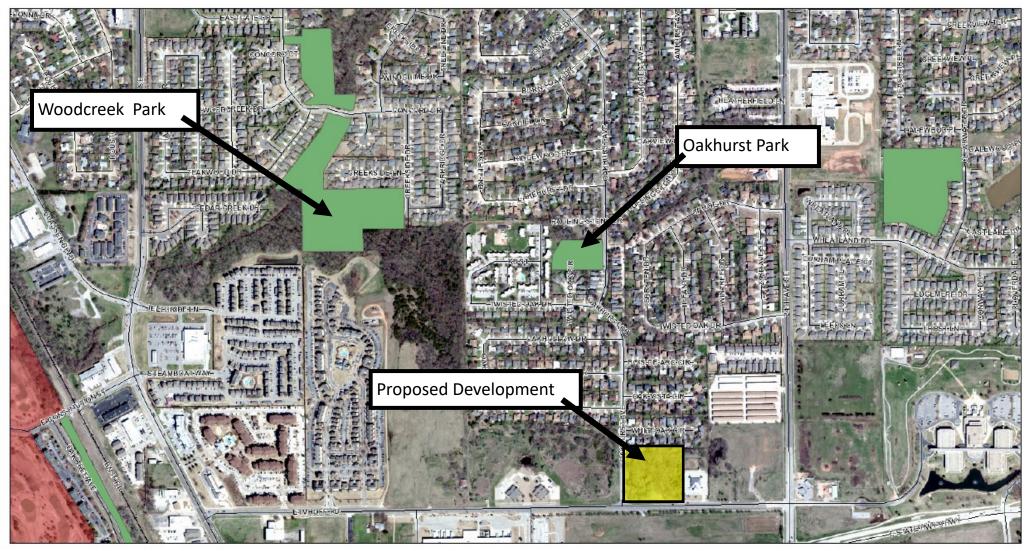
Crimson Flats PUD is located in a part of Section 4, Township 8 North, Range 2 West of the Indian Meridian and is located north of Imhoff Road and east of Oakhurst Ave. The addition is located across the street from the Hitachi Corporation and west of the U.S. Postal Training Facility. The plat contains 75 units of PUD multi-family residential zoning. When it develops there will be a total required parkland dedication of .3319 acres. This development will also yield \$5,625 in Neighborhood Park Development Fees and the same in Community Park Development fees once all building permits have been issued.

Park Board previously reviewed this development in August, 2008. At that time, the proposed development was for this same number of units for senior living. That plat has expired; and this new plat (and new name) is for family housing, instead of senior living. In 2008, a private park decision was made for the Crimson Creek PUD. That amount of land needed to be at least twice the public park land requirement noted above. This amounted to .6638 acre, which was achieved by including a landscaped outdoor area on the north side of the site with a walking path, an outdoor seating area and ornamental landscaping as part of the design. This re-designed plat has modified the green space to include room for a small playground and picnicking in the center of the plat, between the detention pond and the safe room/storm shelter being proposed. They have kept the other areas for a walking path, landscaping and outdoor seating, which amount to approximately .89 acre of land (NOT including the detention pond). The developer has also provided a letter to the parks and recreation department indicating the value of the improvements they intend to provide and the total amount of land they propose in order to fulfill their private park land decision. This is done to make sure that since the city will only collect the Community Park Development Fees with the building permits for this PUD, that the developer will provide improvements equal-to or greater than the amount of fees that would have been collected for a public park decision.

It should also be noted that this development is approximately ¼ mile south of the Oakhurst Park site, which is a public park; and also less than a mile from an even larger public park (Woodcreek Park). Additional recreational opportunities will be available for residents at these parks, while a private park decision does not create an additional maintenance item for a small site, which would be done if a public park land decision was taken.

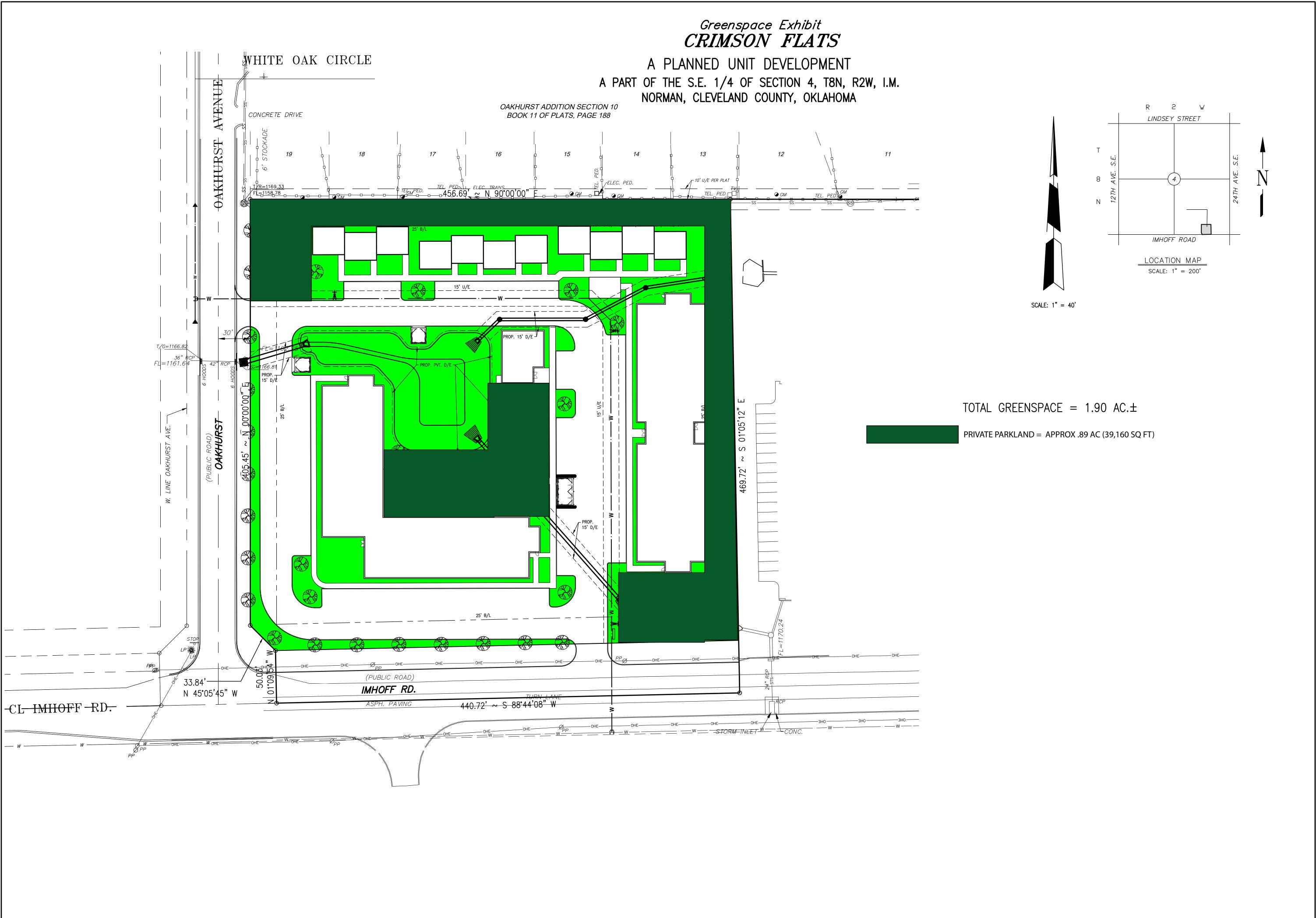
Therefore, City Staff recommends that Park Board renew their original decision for this area, and accept a private park land decision for the Crimson Flats PUD.

## City of Norman WebMap

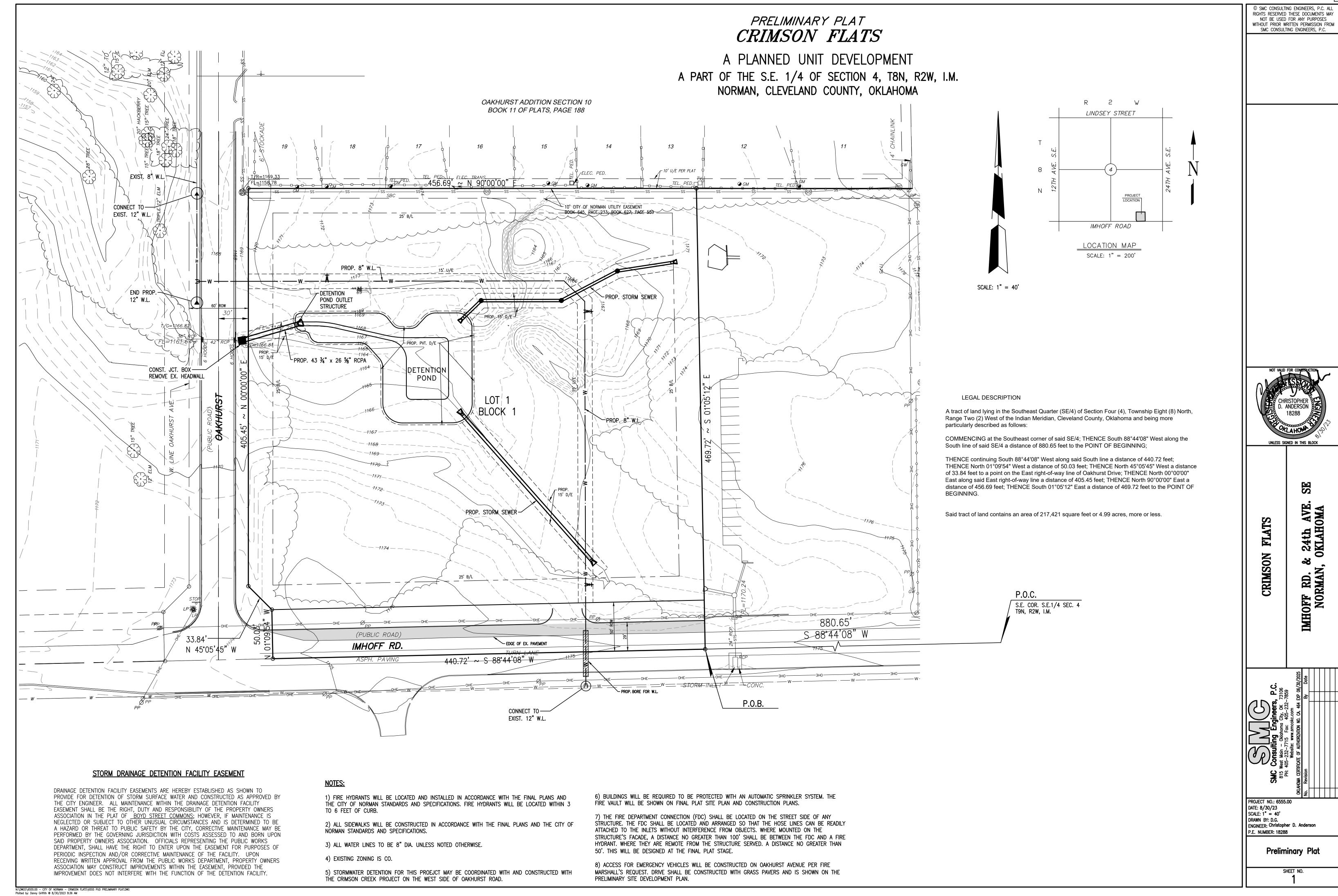


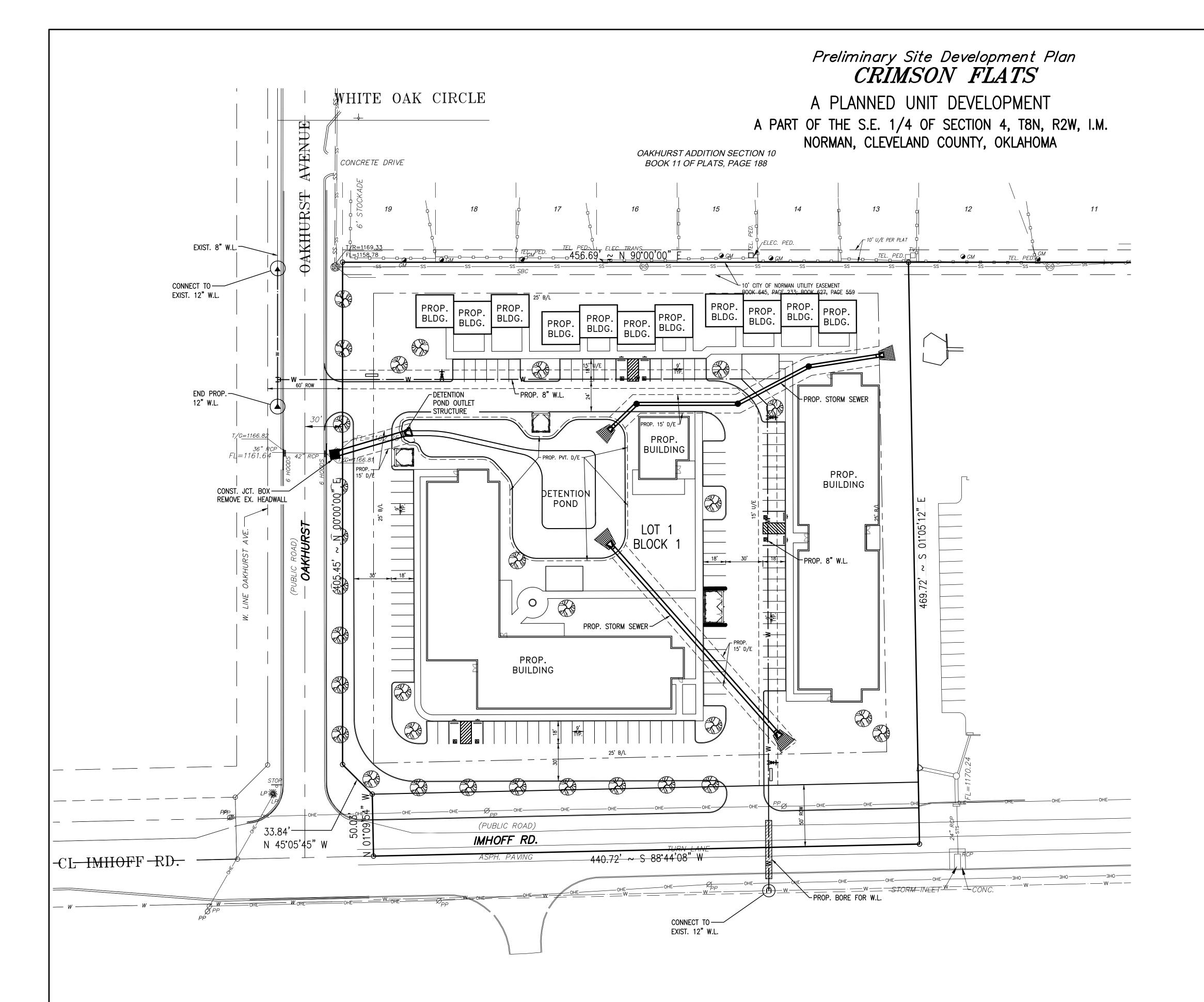
CRIMSON FLATS PUD LOCATION MAP 10-2023 PARK BOARD

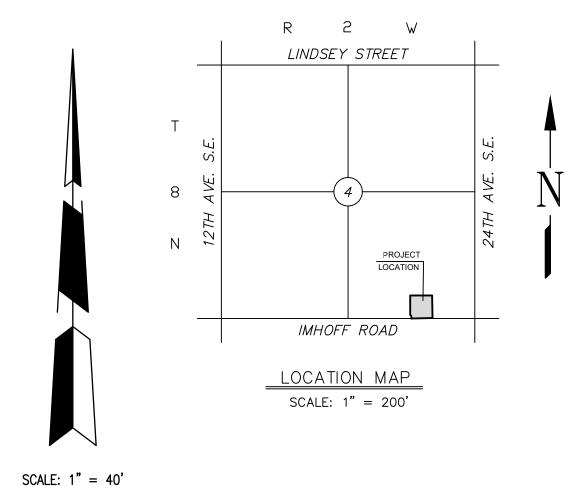




N:\DWGS\6555.00 - CITY OF NORMAN - CRIMSON FLATS\6555 GREENSPACE EXHIBIT.DWG Plotted by: Danny Griffith  $\oplus$  8/30/2023 9:42 AM







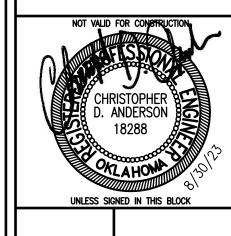
### NOTE

- 1. FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
- 2. ALL SANITARY SEWER LINES ARE PRIVATE AND WILL BE 8" DIA., UNLESS NOTED OTHERWISE.
- 3. ALL WATERLINES SHALL BE 8" UNLESS OTHERWISE NOTE.
- 4. ALL RADII SHALL BE 3' UNLESS OTHERWISE NOTED.
- 5. THE FIRE DEPARTMENT CONNECTION (FDC) SHALL BE LOCATED ON THE STREET SIDE OF ANY STRUCTURE. THE FDC SHALL BE LOCATED AND ARRANGED SO THAT THE HOSE LINES CAN BE READILY ATTACHED TO THE INLETS WITHOUT INTERFERENCE FROM OBJECTS. WHERE MOUNTED ON THE STRUCTURE'S FACADE, A DISTANCE NO GREATER THAN 100' SHALL BE BETWEEN THE FDC AND A FIRE HYDRANT. WHERE THEY ARE REMOTE FROM THE STRUCTURE SERVED. A DISTANCE NO GREATER THAN 50'.
- 6) FIRE LANE STRIPING: "NO PARKING FIRE LANE" MARKING SHALL CONSIST OF A SIX (6) INCH WIDE RED STRIPE ALONG THE CURB ON ALL SIDES OF THE BUILDING. THE WORDS "NO PARKING FIRE LANE" SHALL BE MARKED ON THE STRIPES IN FOUR (4) INCH HIGH WHITE LETTERS AT 25-FT. MAXIMUM INTERVALS. STRIPING AND LETTERS SHALL BE APPLIED ACCORDING TO THE CITY OF NORMAN. FIRE LANE & FIRE PROTECTION MUST BE APPROVED BY THE FIRE MARSHALL PRIOR TO BUILDING PERMIT BEING ISSUED. CONTRACTOR TO COORDINATE ALL FIRE LANE MARKINGS WITH THE NORMAN FIRE MARSHALL.
- 7) BUILDINGS WILL BE REQUIRED TO BE PROTECTED WITH AN AUTOMATIC SPRINKLER SYSTEM. THE FIRE VAULT WILL BE SHOWN ON FINAL PLAT SITE PLAN AND CONSTRUCTION PLANS.

## STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE PLAT OF <u>BOYD STREET COMMONS</u>; HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNERS ASSOCIATION. OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNERS ASSOCIATION MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

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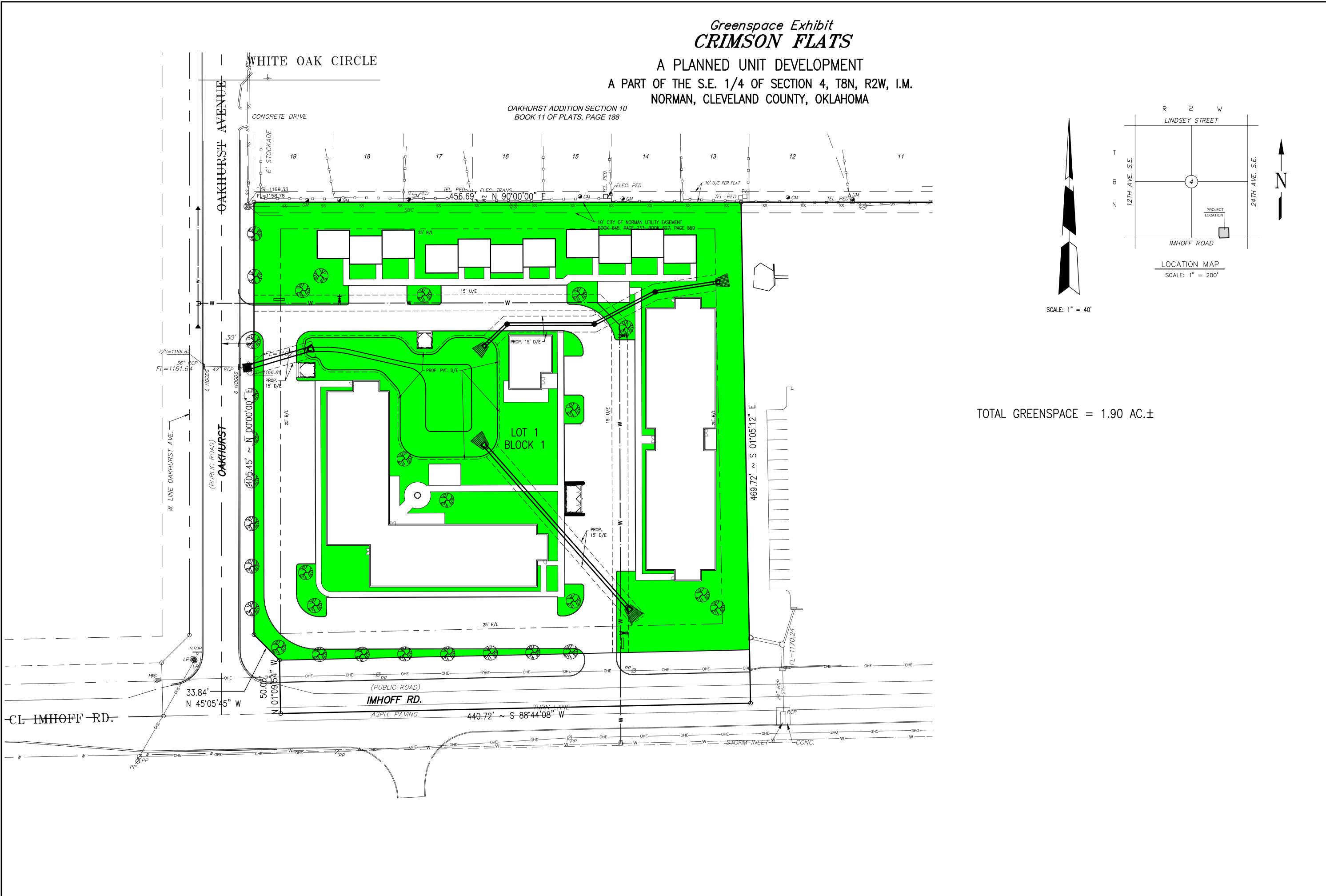
IMHOFF RD. & 24th AVE. NORMAN, OKLAHOMA

SMC Consulting Engineers, P.C.
815 West Main – Oklahoma City, OK 73106
PH: 405–232–7715 Fax: 405–232–7859
Website: www.smcokc.com
Website: www.smcokc.com
By Datk
Revision
By Datk

PROJECT NO.: 6555.00
DATE: 8/30/23
SCALE: 1" = 40'
DRAWN BY: D.G.
ENGINEER: Christopher D. Anderson
P.E. NUMBER: 18288

Preliminary Site Development Plan

SHEET NO.



N:\DWGS\6555.00 - CITY OF NORMAN - CRIMSON FLATS\6555 GREENSPACE EXHIBIT.DWG Plotted by: Danny Griffith  $\oplus$  8/30/2023 9:42 AM

Greenspace Exhibit

SHEET NO.

# Norman Senior Wellness Center

# Annual Report

Healthy Living Norman Claire Dowers-Nichols, Executive Director October 5, 2023





# Our Mission

Promote the health and wellbeing of adults aged 50 and older by providing opportunities for physical activity, social engagement, and lifelong learning.



# Narrative of Annual Activities

open an innovative wellness center for its residents age 50 and better. As we Healthy Living is excited about its partnership with the City of Norman to prepare to open, the following activities have occurred:

- Healthy Living Center Norman, LLC established as a separate legal entity that will house the operations of the wellness center. Advisory board members named.
- Attend bi-weekly construction meetings to provide input and monitor
- Attend Ad-Hoc Committee meetings
- Numerous community presentations and meeting with various stakeholders.
- Established social media presence

# Narrative of Current Activities

Preparing for the November 2023 opening, Healthy Living is currently:

- Filling staff positions
- Branch Manager Katherine Leidy
- Recruiting members
- Recruiting founding members, founding partners, and other fundraising
- Marketing the Adult Wellness and Education Center and the programs it will offer

# Marketing and PR

\$ \$ \$ \$ ← → G # health

HEALTHY LIVING NORMAN

Become a Member Partnership Opportunities Policies Check Out 🜀 👿 🕴 📜 0

# Grand Opening Celebration Nov 13

The mission of Healthy Living Norman is to promote the health and well-being of adults aged 50 and older by providing opportunities for physical activity, social engagement, and lifelong learning at the Adult Wellness and Education Center.



# Marketing and PR

# HEALTHY NORMAN

# IMPACTING THE WELLNESS OF NORMAN ONE LIFE AT A TIME!

HEALTHY LIVING NORMAN promotes the health and well-being of those 50 and older. Through a public-private partnership with the City of Norman, we offer a state-of-the-ort wellness focility. Within our

center, you will find a variety of wellness, educational, social, and cultural programs, as well as special events.

# GET YOUR MEMBERSHIP TODAY, BE ONE OF THE FIRST TO ENJOY ALL THE NORMAN ADULT WELLNESS AND EDUCATION CENTER HAS TO OFFER, AND BECOME PART OF A COMMUNITY THAT VALUES HEALTH, WELLNESS, AND THE QUALITY OF LIFE FOR ALL

MEMBERSHIP ALLOWS
ACCESS TO THE 32,000
SQUARE FOOT NORMAN
ADUIT WELLNESS AND
EDUCATION CENTER AND
ITS AMENITIES, CLASSES,
AND EVENTS, THE CENTER
IS GREAT FOR IMPROVING

YOUR MEMBERSHIP TO THE HEALTHY LIVING NORMAN INCLUDES THE FOLLOWING:

PHYSICAL FITNESS, LEARNING NEW SKILLS, EXPANDING KNOWLEDGE, AND STAYING ACTIVE.

Aquatic Center
Demonstration Kitchen
Weight and Exercise Room
Group Fliness Room
Health Screenings
Seminars

STATE-OF-THE-ART
AMENITIES;

sillards Room
addoor Walking Track
Dudoor Picklaball Court
ireplace and Lounge
mail Gahering Spaces
motil Gahering Spaces
tooms for Educational Classes

# .

MEMBERSHIP

# INDIVIDUAL MEMBERSHIP 50+ Individual membership is \$35 per month

FAMILY MEMBERSHIP 50+ Family membership for two 50+ individuals living in the same household is \$60 monthly.

# INSURANCE PROGRAMS

Some insurance programs, such as Silver Sneakers, will be accepted. Check with staff for more information.

SLIDING SCALE FEES
Exceptions to the above may be made on a casebycase basis as determined by the Healthy Living Norman Management

os determined by the Healthy Living Norman Management
Team. A sliding scale will also be offered based on income.

CORPORATE AND GROUP MEMBERSHIP

Corporate and group memberships are available for a negotiated tee based on group size and other considerations, such as non-profit status. Please contact us to learn more.

## Y PASS

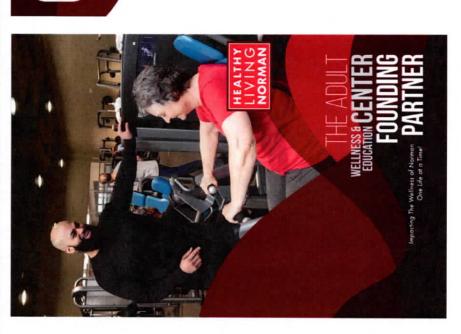
Guests 50+ are welcome to visit and use the facility for a nominal fee of \$10 per person.

# FOUNDING MEMBER DISCOUNT

Join now and become a founding member for \$1,0001
Benefits include a three-year membership - **SAVING \$260**, a special VIP grand opening event, name recognition in the Adult Wellness and Education Center, and special events throughout the year. You can also be proud to have played a role in creating an innovative wellness center that will positively impact the everyday lives of your family members and Naman adults for generations to come.



# Marketing and PR





# Sponsorship Levels

We want to say thank you' to your generous gift with recognition in the locility, at events in advertising, and more for one year. In addition, Healthy Uning Norman is a 501(c)3, allowing your contributions to be tax deductible.

RECOGNITION	\$5,000 \$ \$2,500		\$1,000
Recognition on the Donor Wall	×	×	*
Logo on Social Media	×	×	
Listing on Social Media			×
Logo on the Website	×	×	
Listing on the Website			×
Six VIP Invitations to VIP Event	×		
Four VIP Invitations to VIP Event		×	
Two VIP Invitations to VIP Event			×
Logo Slide at VIP Event	×		
Listing on Slide at VIP Event		×	×
Logo Slide at Grand Opening	×		
Listing on Slide at Grand Opening		×	×
Logo in Monthly eNewsletter	×		
Listing in eNewletter		×	×
Logo on Shared Sign in Pickleball	×		
One-Day Table Display in Lobby	×		
Booth at Wellness Expo	×		
Three One-Year Memberships	×		

# Fee Structure

Fees were approved as an addendum to the Operating Agreement

Individual

\$32

Family

\$60

Sliding Scale Based on Federal Poverty Guidelines (\$10 and \$15)

Insurance Benefit Memberships

United Healthcare Renew Active – confirmed

Silver Sneakers - pending

# Topics Not Yet Applicable

- Number of participants
- Revenue by categories
- Revenue beginning and ending fund balance

# Projected First Year Budget

# REVENUE

Membership Dues	s	390,000.00	
Founding Member Payments	s	50,000.00	
Lease/Rental Income	s	23,000.00	
Personal Training Income	\$	12,000.00	
Fundraising Income	s	40,000.00	
Special Class Income	s	20,000.00	
Revenue Total	\$	535,000.00	

# Projected First Year Budget

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Salary & Related Expenses	s	405,000.00	
Operational Expenses			
Utilities	s	1	Norman pays 100% of this the first year
Pool Maintenance	s	•	Norman provides this first five years
Professional Fees	s	18,000.00	
Janitorial Services	s	1	Norman provides this first three years
Phone, Internet, Cable	s	16,000.00	
Lawn & Landscape	s		Norman provides this first five years
Trash Service	s		Norman provides this first three years
Supplies	s	20,000.00	
Insurance Policies	s	18,000.00	
Marketing & Advertising	s	10,000.00	
Program Expenses	s	40,000.00	
Operations total	s	122,000.00	
Expense Total	\$	527,000.00	
NET INCOME	\$	8,000.00	

# Tax Filing

Healthy Living & Fitness, Inc. DOES file annual tax returns.

Tax information for Healthy Living Center Norman, LLC will be filed as a schedule R on the Healthy Living & Fitness, Inc. tax return.

# LLC Advisory Board Members

Chuck Thompson – Norman, OK

Lynne Miller – Norman, OK

Bill Scanlon - Norman, OK

Brian Hill – Norman, OK

Lee Hall – Norman, OK

Elaine Purvis – Edmond, OK

# 501(c)(3) Board Members

Name	Add	Address	Phone
Sherry Stetson, Chair	3117 N Sooner Rd	Edmond, OK 73034	405.200.0822
Jack Moore, Vice Chair	2012 Brook Hollow	Shawnee, OK 74804	405.919.9380
Darren Telford, Treasurer	4801 Gaillardia Pkwy, Ste 202	Oklahoma City, OK 73142	405.946.9000
MT Berry	16725 Halbrooke Rd	Edmond, OK 73012	405.816.0951
Larry Bookman	6217 Lenox Ct	Oklahoma City, OK 73118	405.816.0951
Ginny Bass Carl	10 N Lee Ave	Oklahoma City, OK 73102	405.250.2087
Bradley Carter	11105 NW 103rd St	Yukon, OK 73099	405.990.4212
Mick Cornett	228 Robert S Kerr	Oklahoma City, OK 73102	405.541.9103
Michell Dallal	12801 Sutton Hill Rd	Oklahoma City, OK 73142	405.570.5462
Bill Fleming	PO Box 720513	Oklahoma City, OK 73172	405.370.0996
Tracy Gay	6401 NW Expressway	Oklahoma City, OK 73132	405.613.2310
Bill Hulse	11401 N Rockwell Ave	Oklahoma City, OK 73162	918.289.1323
Steven Pike	4625 NW 32nd PI	Oklahoma City, OK 73008	405.708.2968
Luke Pitman	501 NW Grand Blvd	Oklahoma City, OK 73118	405.974.0819
Chuck Thompson	320 Stonehaven Dr	Norman, OK	405.301.7955

# Leadership

# 501c3 Officers

- President Sherry Stetson\*
- Vice Chair Jack Moore
- Treasurer Darren Telford\*
- Secretary Darren Telford

\*authorized to approve expenses

LLC Officers – currently being determined. Chair will be authorized to approve expenses up to certain threshold (above and beyond that of branch manager)

# Leadership

Those responsible for maintaining books and records

- Mistie Curtis
- Olivia Campbell
- Local accountant for LLC

# Questions

Contact Information:

Claire Dowers-Nichols

405.603.7185

claire@healthylivingokc.com

Katherine Leidy

Katherine@healthylivingnorman.com



Item 7.

# Annual Report to Norman Board of

2022-2023

**Parks Commissioners** 



### NORMAN YOUTH SOCCER ASSOCIATION

### **Mission Statement**

To encourage, promote and stimulate interest and participation in the game of soccer by organizing recreational and competitive soccer teams; developing our players, coaches and referees; promoting sportsmanship; maintaining proper playing facilities; and operating in a financially responsible manner.

### Vision

To be the best youth soccer program in Oklahoma

### NYSA P.R.I.D.E. (our core values)

### **Passion**

We are enthusiastic about the game of soccer and the NYSA. We are committed to providing a superior soccer experience to our members.

### Respect

We honor all aspects of soccer, including coaches, players, teammates, parents, opponents and referees. We demonstrate sportsmanship.

### Integrity

Integrity is at the core of everything we do and the promises we make. We speak and act with honesty, never compromising the truth.

### **D**evelopment

Players receive a fun, yet challenging, environment to learn and develop soccer and character skills that help them advance in soccer and life.

### **E**xcellence

We focus on long-term growth of our players' technical and tactical skills. We have high aspirations and strive to achieve our maximum potential.

### 1) NARRITIVE OF ALL LEAGUE AND TOURNAMENT ACTIVITY

### Leagues

We offer three youth soccer leagues, which currently have about 3,000 participants.

Recreational – We offer this league to boys and girls ages three to eighteen years old. The recreational league consists of the fall and spring seasons. The fall 2023 season begins on September 9th. The next spring season will begin in March 2024. Our under-4 (U4) to U12 teams compete against one another. We offer a traveling recreational league for players U13-19. We have worked with other clubs in the OKC metro area to create this league and provide a recreational atmosphere for our older players.

Academy – We offer this developmental league to U7 to U10 boys and girls. Like our recreational league, anyone can enroll in the Academy league. All Academy players train with professional coaches and compete against Academy teams in other soccer organizations. As players progress and our coaches become more familiar with the players, players train and play games based on comparable ability. NYSA competes in the MAG (Metro Academy Games) for weekly play. Other clubs are also invited to play in this league, games are played at NYSA and metro area fields. Academy teams also participate in about four tournaments each year. The Academy league training sessions began in August and games begin in late August.

Competitive – We offer this league to U11 to U19 boys and girls. Annual tryouts are held in the late Spring/early Summer each year. Accepted players are placed on teams based on ability. All Competitive players train with professional coaches and compete against Competitive teams in other soccer organizations. Our more talented teams compete in leagues that span Oklahoma, North Texas, and South Texas. Competitive teams also participate in about four to eight tournaments each year. The Competitive league training sessions began at the beginning of August. Most competitive league games begin in early September, but the regional premier leagues begin in late August.

*Adult* – We also offer an adult recreational league for players over 18. This league has about 100 players. The adult league games begin in September.

*Tops*-This program is for players with special needs. This event is run by NYSA players and parent volunteers. We offer a fall and spring season for these players on Sunday afternoons.

### **Tournaments**

We operate several tournaments as fundraising projects. These tournaments also provide our teams the opportunity to compete in a local venue. Our tournaments include teams from cities outside the Oklahoma City metro, so they provide tax revenue to Norman associated with lodging, meals, and other travel expenditures. The Norman Convention & Visitors Bureau has estimated a \$4.2 million economic impact to the city of Norman from our tournaments.

Norman Regional Hospital Kick or Treat— This is our recreational invitational tournament. It is scheduled for October 28<sup>th</sup>. We have been growing this tournament. Last year, this tournament hosted teams from NYSA and other soccer organizations. We hope to have more teams this year for the ages of U5-U18.

First Fidelity Bank Classic Cup – This is our competitive invitational tournament. It is scheduled for November 10th-12th. We have been aggressively growing this tournament. Last year, this tournament hosted 186 teams from the NYSA and other soccer organizations.

OSC Celtic Cup – This is our spring competitive tournament. It is scheduled for March 1<sup>st</sup>-3<sup>rd</sup>, 2024. This tournament has seen growth each year we have had it. Last year, this tournament hosted 155 teams from the NYSA and other soccer organizations. We hope to have a similar number of teams in next year's tournament.

### **Camps**

We offer several youth camps during the summer for a fee. These camps focus on developing the technical skills and tactical capabilities of campers. The camps are open to youth, but most camp participants are NYSA players. Besides improving player abilities, the camps are a good opportunity for our families to maximize their soccer budgets. For example, campers can receive a quality soccer ball and t-shirt, and camp coaches also offer need-based camp scholarships. Each camp has a lead coach who manages the planning, budgeting, and execution of the camp.

In the past, we have hosted a College Prep camp during the summer. This type of camp is for the purpose of showcasing players' talents and teaching the college recruitment process.

### 2) ORGANIZATION MISSION STATEMENT AND GOALS

Our mission statement, vision, and core values are presented on page 2 of this report. Broadly, our goals each year are focused on upholding our mission and ensuring our players and parents have a positive experience while participating in our activities and programs. Specific to this year, our goals are focused on five key areas:

- youth player participation,
- Academy program player recruitment and retention,
- parent education,
- recreational development, and
- fundraising.

### 3) ALL LEAGUE AND TOURNAMENT FEE STRUCTURE

Recreational registration is between \$40 and \$120 per player per season depending on the age group. Academy registration is \$215 per player per year. Academy coaching fees are \$100-105 per month for a 10-month period. Competitive registration is \$300 per player per year. Competitive coaching fees are \$195 per month for a ten-month period. The competitive registration operates on an all-in structure so there are no additional costs for tournaments or leagues. Adult recreational registration is \$80 per player per season. ECRL is a program we offer for our highest-level players. The registration fee is \$300 per player per year. Then there are 10 payments of \$225. The ERCL operates on an all-in structure so there are no additional costs for tournaments or leagues.

Norman Regional Hospital Kick or Treat tournament entry fees are \$250 per team. First Fidelity Bank Classic Cup tournament entry fees range from \$305 to \$720 per team, depending on the age of the team. OSC Celtic Cup Invitational tournament fees are \$305 to \$720 per team. Orthodontics Exclusively 3v3 and 5v5 summer tournament fees range from \$220-\$340.

### 4) NUMBER OF GAMES, TEAMS, PLAYERS, TOURNAMENTS AND SCHOLARSHIPS

We expect our Recreational, Academy and Competitive leagues will consist of approximately 300 teams that will play about 2,600 games in each of the Fall 2023 and Spring 2024 seasons. Included below are our player counts for the last three years.

Division	Spring	Fall	Spring	Fall	Spring	Fall
Year	2023	2022	2022	2021	2021	2020
Recreational	2107	1855	2012	1755	1927	1306
Academy	228	216	238	197	185	157
Competitive	469	469	439	439	514	514
<b>Grand Total</b>	2804	2540	2689	2391	2626	1977

We issue approximately \$16,000 in recreational scholarships each year. We issue approximately \$150,000 in academy and competitive scholarships each year. This is an approximate total of \$166,000 in scholarships each year.

### 5) AGE OF PARTICIPANTS

Youth ages 3 to 18 years old. Adults ages 19 and up.

### 6) ANNUAL BUDGET

Annual budget is attached.

### 7) CURRENT RECORD OF OFFICERS WITH PHONE #

### **Board Members**

Past President	Ashton Gray	(405)323-1997
President	Chris Vinson*	(405)200-9035
President Elect	Mark Hyde	(405)641-7153
Treasurer	Justin Koller*	(405)835-7086
Secretary	Joe Robertson	(405)618-0133
Players Representative	Jack Carter	(405)317-5362
Community Relations	Carol Dillingham	(405)826-7160
Player Representative	Lauren Stone	(405)205-5732
Player Representative	Brad Thomas	(405)831-9869

<sup>\*</sup>Board members who can authorize expenditures.

### **Employees**

2111-010-3-000		
Interim Executive Director	Dustin Hooker	(479)659-4353
Administrator	Jessica Knehans*	(405)473-6199
Boys Director	Andres Hurtado	(610)316-7533
Girls Director	Niall Burley	(405)320-8101
Rec Director	Ryan Trudgian	(405)824-1685
Academy Director	Shana Gulikers	(405)323-1846
Complex Director	Steve Gillis*	(405)620-2856

<sup>\*</sup>Staff who can authorize certain expenditures.

### 8) NAMES OF THOSE RESPONSIBLE FOR MAINTAINING BOOKS AND RECORDS

Justin Koller, Treasurer Tracy Pelley-Rariden Tax Worx

### 9) AFFIRMATION THAT ORGANIZATION IS FILING YEARLY TAX RETURNS

The document needed is attached.

Item 7.

3:09 PM **08/22/23** Cash Basis

## Norman Youth Soccer Association, Inc. Balance Sheet

As of December 31, 2022

	Dec 31, 22	Dec 31, 21	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1007 · RefPay Cash	6,816.10	9,096.03	-2,279.93
1015 Venmo	595.00	0.00	595.00
1020 · FF Fundraiser Account	18,672.00	6,333.39	12,338.61
1090 · First Fidelity	193,485.73	258,735.94	-65,250.21
Total Checking/Savings	219,568.83	274,165.36	-54,596.53
Total Current Assets	219,568.83	274,165.36	-54,596.53
Fixed Assets			
1500 · Field Equipment & Improvements	184,774.39	184,774.39	0.00
1505 · Soccer Complex Improvements	380,849.10	380,849.10	0.00
1506 · Administrative Building	35,756.13	35,756.13	0.00
1510 · Office equipment	23,600.73	23,600.93	-0.20
1512 · Office Furniture	5,225.65	5,225.65	0.00
1550 · Less Accumulated Depreciation	-426,737.00	-399,707.45	-27,029.55
Total Fixed Assets	203,469.00	230,498.75	-27,029.75
Other Assets			
1999 · Suspense	8,048.71	0.00	8,048.71
			0,040.71
Total Other Assets	8,048.71	0.00	8,048.71
TOTAL ASSETS	431,086.54	504,664.11	-73,577.57
LIABILITIES & EQUITY	+ 747.08 431834.0	_	
Liabilities	1121 0341	7	
Current Liabilities	4310311	, 0-	
Credit Cards 2050 · Capital One Visa 3346	3,010.63	25,637.65	-22,627.02
Total Credit Cards		25,637.65	
Total Credit Cards	3,010.63	25,637.65	-22,627.02
Other Current Liabilities			
2053 · Income Taxes Payable	0.00	1,741.00	-1,741.00
2057 · Insurance Settlement - Equip	0.00	16,085.90	-16,085.90
2060 · Payroll Liabilities	0.00	64.79	-64.79
2117 · FICA Tax Payable	-747.08	0.00	-747.08
2120 · State Withholding Tax Payable	0.00	-262.00	262.00
Total Other Current Liabilities	-747.08	17,629.69	-18,376.77
Total Current Liabilities	2,263.55	43,267.34	41,003.79
Total Liabilities	2,263.55	43,267.34	-41,003.79

Item 7.

3:09 PM 08/22/23 Cash Basis

## Norman Youth Soccer Association, Inc. Balance Sheet

As of December 31, 2022

	Dec 31, 22	Dec 31, 21	\$ Change
Equity 3000 · Fund balance - beginning 3900 · Retained Earnings Net Income	603,307.53 -155,660.71 -18,823.83	603,307.53 -49,590.44 -92,320.32	0.00 -106,070.27 73,496.49
Total Equity	428,822.99	461,396.77	-32,573.78
TOTAL LIABILITIES & EQUITY	431,086.54	504,664.11	-73,577.57
	H 147.0P		

### Statement of Operations FY 2022-2023 Budget

			FY22-23 Budget			FY21-22 Budget				
		Total	Fall	Spring	Summer	Total	Fall	Spring	Summer	Diff
1	Recreational Program:		1,713	1,993			1,713	2,000	445	
2	Registration Revenue	\$ 349,185	\$ 161,805	\$ 187,380		\$356,400	\$150,775	\$173,720	\$ 31,905	\$ (7,215)
3	Field use fees	\$ -	-	-		\$0	-  -			\$ -
4	Registration costs	\$ (20,880)	(15,605)	(5,275)		-\$21,671	-18,251	-3,420		\$ 791
5	Referee costs	\$ (54,945)	(27,045)	(27,900)		-\$67,382	-28,548	-28,802	(10,032)	\$ 12,437
6	Recreational Director Costs	\$ (59,000)	(29,500)	(29,500)		-\$72,000	-36,000	-36,000		\$ 13,000
7	Other costs	\$ (1,000)	(500)	(500)		-\$1,500	-500	-500	(500)	\$ 500
8	Recreational operating income	213,360	89,155	124,205		-\$193,847	45,770	110,809		\$ 407,207
9	Academy Program:		200	218			187	218		\$ -
10	Registration Revenue	\$ 36,900	35,400	1,500		28,830	31,160	2,520		\$ 8,070
11	Coach & field training fees	\$ 172,265	82,620	89,645		161,245	73,890	86,940		\$ 11,020
12	Winter Futsal Registration Fees	\$ 10,000	10,000	-		25,000	25,000 -			\$ (15,000)
13	Coaching and Academy Director costs	\$ (216,855)	(108,428)	(108,428)	***************************************	-248,900	-124,450	-124,450		\$ 32,045
14	Registration costs	\$ (8,759)	(5,307)	(3,453)		-2,655	-2,319	-336		\$ (6,104)
15	Referee costs	\$ (14,515)	(7,565)	(6,950)		-19,425	-11,300	-8,125		\$ 4,910
16	Winter Futsal Costs	\$ (8,000)	(8,000)			-8,000	-8,000			\$ -
17	Other costs	\$ (2,000)	(1,000)	(1,000)		-4,000	-2,000	-2,000		\$ 2,000
18	Academy operating income	(30,964)	(2,279)	(28,685)		-63,896	-10,384	-34,696		\$ 32,932
19	Competitive Program:		279	279			447	508		\$ -
20	Registration Revenue	\$ 67,375	67,375	_		104,140	101,220	2,920		\$ (36,765)
21	Club Competitive Fees Revenue	\$ 477,750	238,875	238,875		605,900	296,000	309,900		\$ (128,150)
22	Registration costs	\$ (24,997)	(15,607)	(9,391)		-13,042	-12,394	-648		\$ (11,955)
23	Coaching and Competitive Directors costs	\$ (244,700)	(122,350)	(122,350)		-627,250	-313,625	-313,625		\$ 382,550
24	Referee costs	\$ (24,200)	(14,320)	(9,880)		-28,675	-18,500	-10,175		\$ 4,475
25	All-In costs	\$ (122,590)	(79,684)	(42,907)		-120,000	-96,000	-24,000		\$ (2,590)
26	Other costs	\$ (6,500)	(3,250)	(3,250)		-9,000	-4,500	-4,500		\$ 2,500
27	Competitive operating income	122,138	71,040	51,098		-87,927	-13,475	728		\$ 210,065
28	Boys ECRL Program:		92	92				IA		\$ -
29	Registration Revenue	\$ 19,800	19,800							\$ 19,800
30	Club RL Fees Revenue	\$ 162,000	81,000	81,000		1		-		\$ 162,000
31	Registration costs	\$ (8,786)	(5,143)	(3,643)		1 1		F		\$ (8,786)
32	Coaching and Competitive Directors costs	\$ (135,128)	(67,564)	(67,564)		1 1		F		
33	Referee costs	\$ (8,865)	(6,895)	(1,970)		1				
33	All-In costs	\$ (51,000)	(33,150)	(17,850)				-		\$ (8,865)
35	Other costs	\$ (31,000) \$ -	(33,130)	(17,650)				-		\$ (51,000)
	Competitive operating income	(21,979)	(11,952)	(10,027)						\$ -
36		(21,779)								\$ (21,979)
37	Girls ECRL Program:	A 22.25	92	92			VA A	Α		\$ -
38	Registration Revenue	\$ 20,350	20,350					L		\$ 20,350
39	Club RL Fees Revenue	\$ 166,500	83,250	83,250				L		\$ 166,500
40	Registration costs	\$ (8,943)	(5,222)	(3,721)		]		L		\$ (8,943)

41	Coaching and Competitive Directors costs	\$ (119,328)	(59,664)	(59,664)	•	1	1		\$ (119,328)
42	Referee costs	\$ (10,835)	(7,880)	(2,955)					\$ (10,835)
43	All-In costs	\$ (51,000)	(33,150)	(17,850)					\$ (51,000)
44	Other costs	\$ -	-	-					\$ -
45	Competitive operating income	(3,256)	(2,316)	(940)					\$ (3,256)
46	Adult League:		75	75			100	100	\$ -
47	Registration Revenue	\$ 13,500	6,750	6,750		16,000	8,000	8,000	\$ (2,500)
48	Registration costs	\$ (3,600)	(1,800)	(1,800)		-4,800	-2,400	-2,400	\$ 1,200
49	Referee costs	\$ (9,280)	(4,640)	(4,640)		-8,320	-4,160	-4,160	\$ (960)
50	Other costs	\$ (500)	(250)	(250)		-500	-250	-250	\$ -
51	Adult League operating income	120	60	60		2,380	1,190	1,190	\$ (2,260)
52	Fundraising Programs:							,	\$ -
53	Soccerfest	\$ 6,907	6,907	-		6,501	6,501	0	\$ 406
54	United Summer League	\$ -	-		-	0	0	•	\$ -
55	Classic Cup Tournament	\$ 37,206	37,206	-		41,206	41,206	-	\$ (4,000)
56	Golf Tournament	\$ 18,300	-	18,300		14,640	14,640	-	\$ 3,660
57	Individual Fundraiser	\$ 5,000	2,500	2,500		5,000	2,500	2,500	\$ -
58	Summer camps	\$ 15,000	-	-	15,000	15,000	15,000	-	\$ -
59	Sign Sponsorships	\$ 15,000	15,000	-		15,000	15,000	-	\$ -
60	Celtic Cup Tournament	\$ 30,106	-	30,106		34,106	-	34,106	\$ (4,000)
61	3v3 Tournament - Summerfest	\$ 9,755			9,755	16,980	-	16,980	\$ (7,225)
62	Vendor Royalties	\$ 18,000	15,000	3,000		15,000	12,500	2,500	\$ 3,000
63	Sponsorships	\$ 161,800	80,900	80,900		154,300	77,150	77,150	\$ 7,500
64	Capital investment reserve	\$ -				-	-	-	-
65	Fundraising operating income	\$ 317,073	157,513	134,806	24,755	327,045	185,903	124,163	\$ (9,972)
66	Shared Program Items:								\$ -
67	Complex and Field maintenance costs	(180,000)	(90,000)	(90,000)		-134,000	-67,000	-67,000	\$ (46,000)
68	ED,TD,Admin,PD,Keepers,Payroll	(309,240)	(154,620)	(154,620)		-166,207	-83,103	-83,103	\$ (143,033)
69	Referee Directors/Assignors	(46,300)	(23,300)	(23,000)	=	-44,904	-22,854	-22,050	\$ (1,396)
70	Interest income (expense)	3,315	1,658	1,658		3,315	1,658	1,658	\$ -
71	Administrative & other costs	(61,125)	(30,563)	(30,563)		-56,125	-28,063	-28,063	\$ (5,000)
72	Shared program operating expense	(593,350)	(296,825)	(296,525)	-	-397,921	-199,362	-198,558	\$ (195,429)
73	Net income	\$ 3,142	\$ 4,396	\$ (26,008)	\$ 24,755	-\$26,472	-\$4,552	-\$48,273	\$ 29,614

### Tax Worx II

9220 S Punnylvania Ste D OKLAHOMA CITY, OK 73159 tracy@taxworx.4u.com Phone: (403)735-3031 | Fax: (405)735-3102

August 22, 2023

Norman Youth Soccer Association 1001 East Robinson Norman, OK 73071

Subject: Preparation of 2022 Tax Returns

Norman Youth Soccer Association:

Thank you for choosing Tax Worx II to assist with the 2022 taxes for Norman Youth Soccer Association. This letter confirms the terms of the engagement and outlines the nature and extent of the services we will provide.

We will prepare the 2022 federal and state income tax returns for Norman Youth Soccer Association. We will depend on management to provide the information we need to prepare complete and accurate returns. We may ask management to clarify some items but will not audit or otherwise verify the data submitted.

We will perform accounting services only as needed to prepare the tax returns. Our work will not include procedures to find defalcations or other irregularities. Accordingly, our engagement should not be relied upon to disclose errors, fraud, or other illegal acts, though it may be necessary for management to clarify some of the information submitted. We will inform management of any material errors, fraud, or other illegal acts we discover.

The law imposes penalties when taxpayers underestimate their tax liability. Call us if there are any concerns about such penalties.

Should we encounter instances of unclear tax law, or of potential conflicts in the interpretation of the law, we will outline the reasonable courses of action and the risks and consequences of each. We will ultimately adopt, on the behalf of Norman Youth Soccer Association, the alternative selected by management.

Our fee is based on the time required at standard billing rates plus out-of-pocket expenses. Invoices are due and payable upon presentation. All accounts not paid within thirty (30) days are subject to interest charges to the extent permitted by state law.

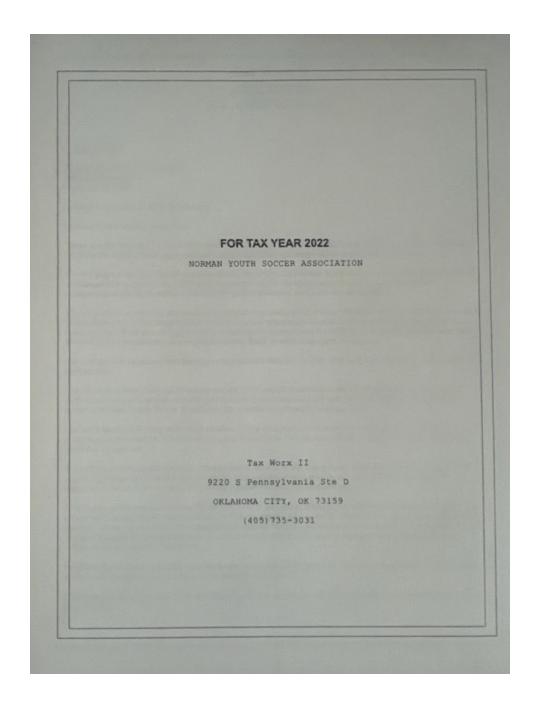
We will return the original records to management at the end of this engagement. Store these records, along with all supporting documents, in a secure location. We retain copies of your records and our work papers from your engagement for up to seven years, after which these documents will be destroyed.

If management has not selected to e-file the returns with our office, management will be solely responsible to file the returns with the appropriate taxing authorities. The tax matters representative should review all tax-return documents carefully before signing them. Our engagement to prepare the 2022 tax returns will conclude with the delivery of the completed returns to management, or with e-filed returns, with the tax matters representative's signature and our subsequent submittal of the tax return.

To affirm that this letter correctly summarizes the arrangements for this work, sign the enclosed copy of this letter in the space indicated and return it to us in the envelope provided.

Thank you for the opportunity to be of service. For further assistance with your tax return needs, contact our office at (405)735-3031.

Sincerely,				
Tracy Pelley-Re	riden			
Tracy Pelley-Rariden Tax Worx II				
Tax Worx II				
Accepted By:				
Officer				
Date				
100000000000000000000000000000000000000				
-31				
Section Sectin Section Section Section Section Section Section Section Section				



Item 8.

# Norman Forward and Public Arts Committee

October 5, 2023
Project Updates







PRAIRIE WIND, Norman Public Library East Branch Installed and Dedicated June 28, 2018

SPLASH, Westwood Swim Complex
Installed and Dedicated December 7, 2017

**UNBOUND, Norman Public Library Central Branch** 

Installed and Dedicated June 28, 2018



*Triptych,* Ruby Grant Park
Installed and Dedicated December 4, 2020



*In Their Words,* Andrews Park Dedicated November 12, 2021

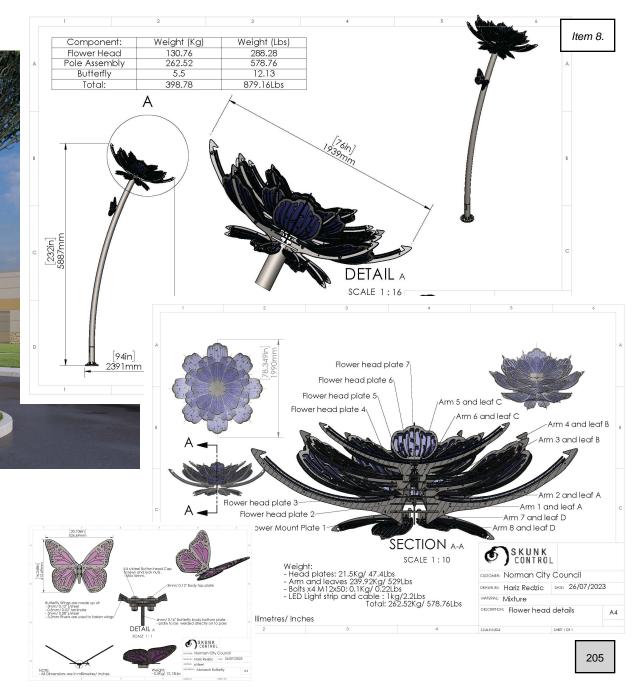








Installation and dedication, Fall 2023



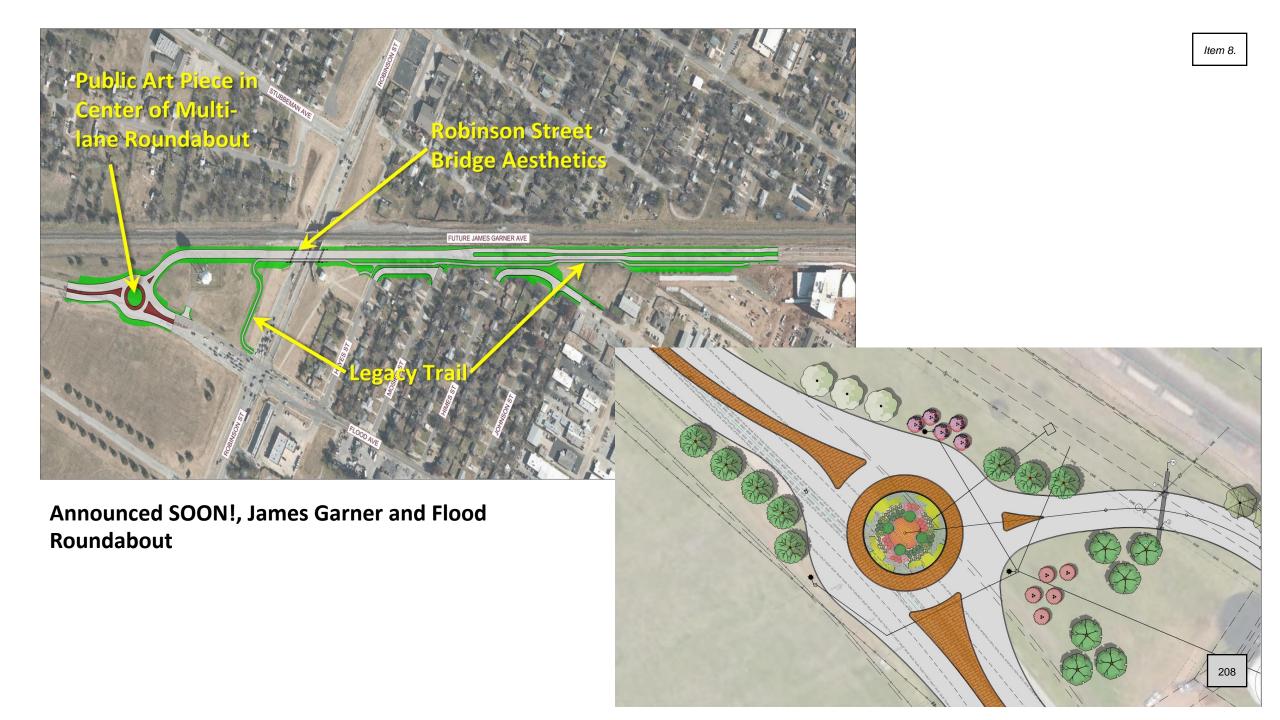
# Mechan #\_\_\_\_ (TBD), Reaves Park Installation and dedication, November 13-14, 2023

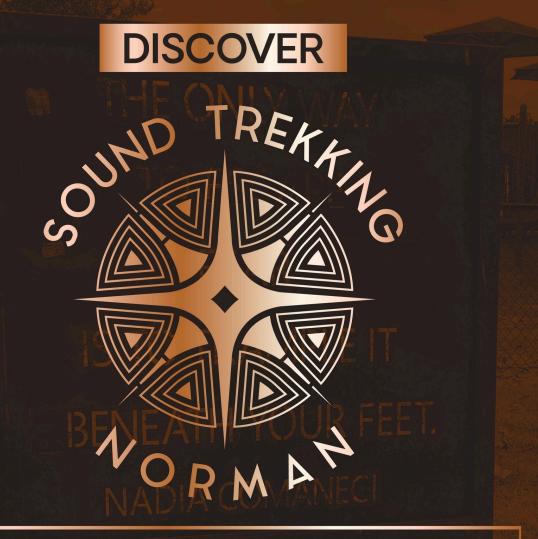




Item 8.







Experience an interactive virtual public art soundscape of music and spoken word, inspired by the landscape and history of Norman!

# 1. DOWNLOAD THE APP

It's free! Begin your adventure by downloading the custom-designed SOUND TREKKING app to your smartphone.

It's easy! Visit NormanArts.org, scan the QR code below, or search for SOUND TREKKING in Google Play or the App Store.



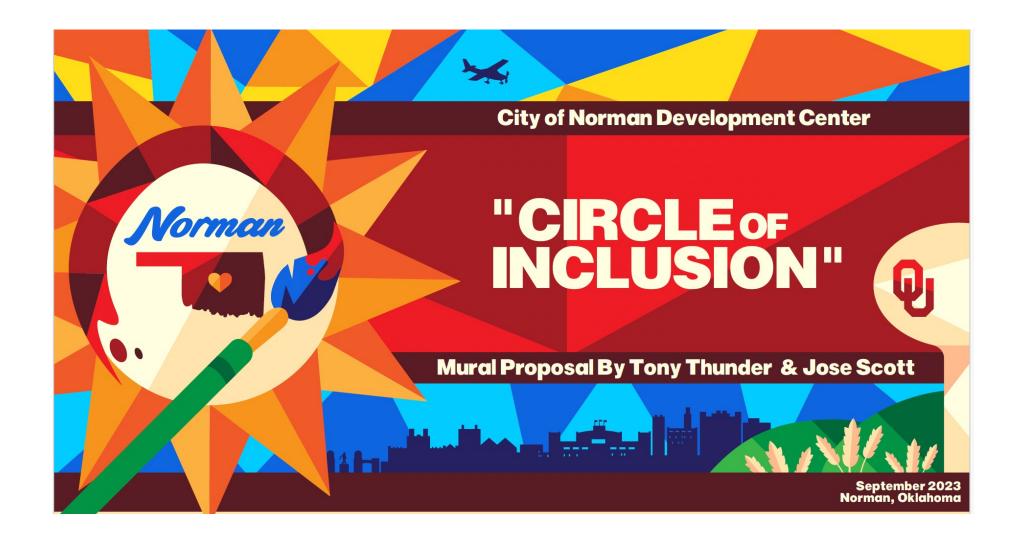






# Condition Reports on Current Projects





# Murals!!

# Public Arts Board becomes Public Arts Committee of the Norman Arts Council

- July 11, 2023 City Council approved new Contract with NAC
- Includes administration of
  - Hotel Tax Funds for the Arts
  - Public Arts
  - Norman Forward 1% for Art Projects

# FY23/24 Budget and Anticipated Expenses

### **Public Arts Committed Funding Sources – FY23/24**

Start of Fiscal Year Bank Balance - \$80,000

NAC Hotel Funds Committed - \$30,000

Anticipated Utility Bill Donations - \$10,000

Anticipated Private Support - \$20,000

City allocation for murals - \$75,000

**Total Operating Budget FY23/24 - \$215,000** 

Bloomberg Grant (restricted if awarded) - \$25,000

### Public Arts Committed Funds – FY23/24

Sound Trekking - \$15,000

Development Center Mural - \$5,000

Maintenance - \$5,000

Mural Program - \$75,000

Misc. Public Art Projects - \$45,000

Admin - \$15,000

**TOTAL RESTRICTED EXPENSES - \$155,000** 

# FY23/24 Public Arts Committee

Chair – Cody Giles

NAC Staff – Erinn Gavaghan, Executive Director\*\*

NAC Staff – Cher Duncan, Programs and Development Manager

City Staff – Veronica Tracey

### Members

Chase Spivey\*

**Brad Stevens\*** 

Shaun McGinnis\*

Bill Hickman\*

Ron Collett

Jin Garton

Tara Burnett\*

**Leslie Clowers** 

Jennifer Burwell\*

**Karis Chambers** 

Susan Adams-Johnson\*

Spontaneous Bob

**Erin Smith** 

### **NAC Executive Committee**

President – Dennis Brigham

Vice President – Joyce Green

President-Elect – Bill Hickman

Past President – Lesha Maag

Treasurer – Amy Million\*\*\*

Secretary – Francesca Giani

- \* Denotes NAC Board Members
- \*\* Executive Director responsible for maintaining books
- \*\*\* Treasure oversight of annual 990 filings and audits

Item 8.

# Questions?

Nick Lill	Occupation	First Name	Last Name	Paperwork	Pledge	Mobile	Address	(Term #)	E-Mail
Officers									
President	Farmer and Photographer	Dennis	Brigham			405-823-0397	3801 Annalane Dr., Norman 73072	6/30/25 (3)	dennis.brigham65@gmail.com
Past President	Audience Dev. Dir. Fred Jones Jr. Museum	Lesha	Maag			405-420-1512	1118 W. Eufaula, Norman, OK 73069	6/30/24 (4)	leshamaag@gmail.com
President-Elect	Attorney	Bill	Hickman			405-820-0837	1800 Robin Ridge Drive	6/30/26 (2)	williamhickman11@gmail.com
Vice-President/Governance Chair	City of Norman, GIS Manager	Joyce	Green			405-812-7536	610 Miller Ave, Norman 73069	6/30/24 (2)	joycejgreen@gmail.com
Treasurer	Financial Advisor	Amy	Million			405-306-1980	505 Bonita Circle, Norman, 73072	6/30/26 (2)	amymillion@gmail.com
Secretary	Art Historian	Francesca	Giani			619-599-3330	803 East Main St., Norma, OK 73069	6/30/24 (1)	fran.giani@ou.edu
<b>Board Members</b>									
Roundtable Chair	Exec. Dir. Scissortail Productions	Susan	Adams-Johnson			405-274-1783		RT Discretion	sd.adams.johnson@gmail.com
		Aisha	Ali					6/30/26 (1)	aishaaliaddie@gmail.com
	VP, Armstrong Bank	Jana	Atkins			405-366-2717	401 West Main, Norman, OK 73069	6/30/26 (2)	jatkins@armstrongbank.com
	Nonprofit Admin	Tara	Burnett			405-714-2108	528 23rd Ave NE, Norman, OK 73071	6/30/26 (1)	tara.d.burnett@gmail.com
		Jennifer	Burwell			405-845-3308	2608 Lynnwood Cir, Norman, OK 73072	6/30/26 (1)	jenny ball 2000@yahoo.com
		Brian	Clowers			405-641-3985	2407 S Berry Road, Norman, OK 73072	6/30/26 (1)	bclowers37@gmail.com
	Attorney	Haley	Dennis			405-496-3116	515 S. University Blvd, Norman, OK 73069	6/30/26 (2)	hdennis@plainviewlegal.com
	City of Norman, Finance Manager	Anthony	Francisco			405-366-5413	PO Box 1423, Norman, OK 73070	6/30/26 (1)	anthony.fracisco@normanok.gov
	Art Historian	Fracesca	Giani			619-599-3330	803 East Main St., Norma, OK 73069	6/30/24 (1)	fran.giani@ou.edu
	Marketing, OEC Fiber	Cody	Giles			903-303-4610	1325 West Lindsey Street, Norman, OK 73069	6/30/25 (2)	creativegiles@gmail.com
	OU Professor	Keith	Gaddie			405-314-7742	3801 Chamberlyne Way, Norman, OK 73072	6/30/25 (2)	keithgaddiearch@gmail.com
	Artist	Leticia	Galizzi			475-227-7270	1208 Barkley Avenue, Norman		leticiagalizzi@gmail.com
	Artist	Nick	Lillard			405-831-8980	401 Horizon View Court, Norman, OK 73071		lillard42@gmail.com
	Designer		McCaleb			206-953-1029	900 S. Berry Rd., Norman, OK 73069		jennymccaleb@inspirebrands.com
	VP Hitachi		McGinnis			405-514-6168	1621 Sandpiper Lane, Norman, OK 73071		shaun.mcginnis@hitachivantara.com
	Owner, Spivey Media		Spivey			405-693-4545	1606 Eisenhower Rd., Norman, OK 73069		chasespivey@gmail.com
	Chief Prepartor - Fred Jones Jr. Museum		Stevens			405-882-0095	3601 Black Hawk Drive, Norman 73072		Bradstevensart@gmail.com
ex-officio	City of Norman, Parks Director	Jason	Olsen				225 N. Webster Ave, Norman, OK 73069	City Discretion	1
Staff									
Executive Director		Erinn	Gavaghan			405-620-3003	220 1/2 East Main Street, Unit 1, Norman, OK 73069		erinn@normanarts.org
Associate Director		Josh	Boydston			405-428-1400	1212 Vine Street, Norman, OK 73072		joshb@normanarts.org
Programs Manager		Cher	Duncan			405-412-9733	4505 Tuscany Dr., Norman 73072		cher@normanarts.org
NEA/AFTA Project Manager		Dace	Demir			773-344-8276			dace@normanarts.org
Community Arts Manager		Ander	Cardinale		\$ -	405-633-8410			ander@normanarts.org

### Project in the Park Program

Purpose / What You Can Do:

Project in the Park is a volunteer program that gives the community the opportunity to work with Norman Parks and Recreation to have a fixture installed in a park. Project proposals must be appropriate for an outdoor park setting.

General Information/Expectations

- Any group or organization is welcome to submit a proposal
- Submit a letter of support from a leader of your organization
- Minimum 1 year commitment
- Projects must be aligned with the mission and goals of Norman Parks
- Group will be in regular contact with Park Development staff throughout all stages of project
- Monthly maintenance reports to be submitted to the Director of Parks and Recreation . Failure to submit for 3 months in a row or 4 months out of 12 consecutive months will result in project removal
- Safety precautions
- Children under the age of 15 must have adult supervision
- Always wear proper safety attire
- Report any hazards or vandalism to Norman PD and/or Park Manager
- Adequately hydrate volunteers during events
- Report suspicious behavior to Norman PD
- Notify park staff regarding any planned activities
- Do not work at night or during hazardous weather conditions
- Do not block pathways or trails
- Do not use herbicide within the limits of the park for weed maintenance on turf or beds
- Have first aid kit on hand

This program allows Norman residents, schools, clubs and service organizations to show pride in their community and make their parks more beautiful for everyone. The volunteer work also helps extend the benefits of tax dollars by enabling city parks employees to spend more time on other projects and

Organizations can propose any project they like that is reasonable and appropriate for a park setting. Examples of projects that may be considered are:

Community gardens

responsibilities.

- Eagle Scout projects (or similar organizations)
- Plant and maintain flowers or trees, if desired (plants and planting locations must be approved in advance).

Groups are also asked to make note of:

- Vandalism damage
- Unmarked utilities
- · Buildings or structures needing repair
- Unsafe conditions

Project groups are not expected to mow grass, pull weeds, or perform repairs or maintenance beyond the scope of the project. For more information, contact the City of Norman Parks and Recreation Department: (405) 366-5472.

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### Project in the Park Application

The City of Norman believes that well-maintained parks and trails areas are essential to the beauty and appeal of our community. The City of Norman Project in the Park program was established to allow community initiated projects to occur within parks.

Adoptions are processed on a "First-Come, First-Served" basis in the order applications are received. Parks and Recreation staff will have 30 days to review each application and coordinate with the project organization. After the review process is complete, the project organization will be required to present their proposal to the Norman Board of Parks Commissioners at a regularly scheduled meeting. Completing the application process will not guarantee project approval. If approved, we will email you the Project in the Park agreement.

Name of Organization	
Name of Project Coordinator	E-Mail
Address	Work Phone
City, State, Zip	Cell Phone
Park Name:	
Date of expected start:	
Date of expected end:	
Description of Project:	
Maintenance Requirements:	
Project Intent:	
Signature of Project Coordinator	Date
Norman Parks & Pocreation Penresentative	Date