



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

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

Friday, December 29, 2023 at 3:30 PM

AGENDA

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

ROLL CALL

MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF MINUTES FROM NOVEMBER 3, 2023

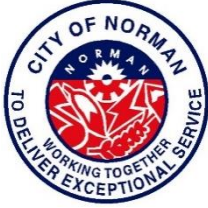
REPORTS & ACTION ITEMS

2. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF FINANCIAL REPORTS
3. DISCUSSION REGARDING THE APPROPRIATION OF THE GRIFFIN LAND LEASE FUNDS
4. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PREVIOUSLY APPROVED COUNCIL ACTIONS
5. AD HOC COMMITTEE LIAISON REPORTS
6. PROJECT MANAGER REPORTS

MISCELLANEOUS COMMENTS

7. ESTABLISHMENT OF FUTURE MEETING TIME(S)

ADJOURNMENT



CITY OF NORMAN, OK
NORMAN FORWARD SALES TAX CITIZEN
FINANCIAL OVERSIGHT BOARD MEETING
Adult Wellness and Education Center, 602 N. Findlay, Norman, OK
73069
Friday, November 03, 2023 at 3:30 PM

MINUTES

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ROLL CALL

PRESENT

Board Member Alva Brockus
Board Member Andy Sherrer
Board Member Cindy Rogers
Board Member Linda Price
Board Member Zachary Simpson

ABSENT

Chairman Andy Rieger
Board Member Erik Paulson
Board Member Saidy Orellana
Board Member Misty Grantham

OTHERS

Anthony Francisco, Director of Finance
Jacob Huckabaa, Budget Technician
Jason Olsen, Director of Parks & Recreation
Dannielle Risenhoover, Administrative Tech. IV
Dan Schemm, President & CEO of Visit Norman and President of Norman Sports Commission

MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF MINUTES FROM SEPTEMBER 15, 2023

Member Price made a motion to approve the minutes from the September 15, 2023 meeting. Member Simpson duly seconded the motion. The motion passed unanimously.

Items submitted for the record:

Norman Forward Citizens Financial Oversight Board Minutes from September 15, 2023.

REPORTS

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

Anthony Francisco gave the report. The combined Sales and Use Tax were about 2% above the fiscal year projections and about 3.5% below the original projections. "The consensus opinion about what our Sales Taxes have to do with the economy is that we don't know. Where we are "flat," we're "flat" at a high level. As this relates to our ability to do things with Norman Forward or with the City as a whole, we're ok," Francisco stated.

Francisco pointed out expenditures related to the Traffic and Road Improvements project. "We have actually spent more than what has been appropriated so far this fiscal year," Francisco said. "That project has an allocation of \$2.7 million but we had only appropriated \$500,000 so far; so, we will have to ask Council to appropriate some more of that allocated money." At this time, it is not anticipated that this project will cost more than \$2.7 million.

Member Price asked if there was on-going discussion with the State of Oklahoma regarding the lease and purchase of Griffin Park. Francisco replied, "At this point we will continue to do the lease. We have made offers to buy Griffin Park and Sutton Wilderness, but we have not gotten a response from the Department of Mental Health about our offer. There are differing opinions about the appraised value. Our appraised value is based on its continued use as a park and wilderness park. Their appraised value is based on fully developed residential properties and that sort of thing. Obviously that's a pretty wide gap on the appraised value. If we can come to an agreement about the appraised value as a park, we are ready to pay them."

Member Rogers pointed out, "It's zoned in the master plan as a park, so the City kind of holds the key there."

Member Simpson asked, "Their evaluation is contingent on us changing the zoning, right?" Member Rogers, Member, Price, Anthony Francisco and others responded, "Right." Member Price continued, "And we don't have to change the zoning."

Member Sherrer advised the Board that he believed that the Griffin land lease payments should come from the City's General fund rather than the Norman Forward Fund to "not erode Norman Forward funds" and wondered if the Board should make this recommendation to Council. Francisco said, "Remember there was originally \$10 million in Norman Forward to buy the land. We were unable to negotiate the purchase; so, we have this lease agreement and that's what we've been paying on. The difference between the \$2.4 million for lease payments and the \$10 million originally, that \$7.6 million went into this (Adult Wellness and Education Center) facility."

Francisco confirmed that the Griffin land lease payments and the cost of any improvements to Griffin Park or Sutton Wilderness will be deducted from the purchase price of these properties. According to Francisco, this agreement is written into the City of Norman's contract with the State of Oklahoma. Member Sheerer stated, "That's good to know. That makes me feel a little better."

Francisco stated, "This Board has already made a recommendation to Council that where there are over-runs in projects, they'd be made up from the General Fund or Capital Fund. You've already made that recommendation."

There was not a recommendation for Council to appropriate the Griffin land lease payments out of the General Fund rather than the Norman Forward Fund at this time. The Committee would like to have further discussion over this topic at their next meeting.

Member Brockus made a motion to approve the Financial Reports, which was duly seconded by Member Sherrer. The motion passed unanimously.

Items submitted for the record:

Norman Forward Citizens Financial Oversight Board Financial Reports

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

Member Sherrer made a motion to approve the previously approved Council actions, which was duly seconded by Member Price. The motion passed unanimously.

4. AD HOC COMMITTEE LIAISON REPORTS

Member Brockus stated that she was at the Ad Hoc Committee meeting for the Young Family Athletic Center. "The Committee met and I don't recall any huge controversy. I know there is a ribbon cutting for Trae Young Boulevard Sunday." The grand opening for the facility could possibly be on February 19.

The Ad Hoc Committee for the Adult Wellness and Education Center had their last meeting. The Ribbon Cutting ceremony for the Adult Wellness and Education Center will be Monday, November 13 at 11:00 AM.

5. PROJECT MANAGER REPORTS

Jason Olsen gave the report. He stated that the Trae Young Drive street dedication will occur Sunday, November 5th at 3:00 PM with a 30 minute open-house to follow.

The Young Family Athletic Center is progressing. Construction of the facility has taken longer than expected so the facility is now projected to open in January 2024.

The City is in the process of building a new neighborhood park in the Sonoma and Prairie Creek neighborhoods in southeast Norman. The park is expected to be completed in early 2024. The City is currently taking bids for other playground systems that will be installed across the city.

A) THE PROMOTION OF NORMAN FORWARD PROJECTS - VISIT NORMAN'S DAN SCHEMM & TRENT BROWN

With the passing of the May 9th increase of the Norman hotel/motel guest tax, City of Norman's tourism and promotion ability was impacted in that the Norman Sports Commission was formed.

Dan Schemm, President and CEO of Visit Norman and President of the Norman Sports Commission, updated the Board on Visit Norman's efforts to promote sporting activities within Norman. Schemm stated that Visit Norman will work with Norman sport facility venue operators to learn what dates are available for club or tournament activities to be hosted at their facilities. Their goal is to bring outside revenues to Norman through attracting various sporting events to Norman.

Visit Norman's budget is up for approval by Norman City Council each year.

MISCELLANEOUS COMMENTS

6. ESTABLISHMENT OF FUTURE MEETING TIME(S)

The Board determined that the next Norman Forward Sales Tax Citizen Financial Oversight Board Meeting would be December 29, 2023 at 3:30 PM at City Hall, Executive Conference Room, 201 West Gray St., Norman, OK.

Anthony Francisco presented the Board with pictures of the proposed art work for the James Garner round-a-bout. The art is titled "Revolution" and is inspired by things that go around, such as the wheels turning on James Garner's Firebird from the television series "Rockford Files". The artist is from Oklahoma.

Member Sherrer made a motion to approve the art work "Revolution," which was duly seconded by Member Simpson. The motion passed unanimously.

Items for the Record:
Revolution Art Work Packet

7. TOUR OF ADULT WELLNESS AND EDUCATION CENTER

Jason Olsen, Director of Parks and Recreation, provided the Board with a guided tour of the Adult Wellness and Education Center.

ADJOURNMENT

Member Simpson made a motion to adjourn the meeting which was duly seconded by Member Brockus. The motion passed unanimously. The meeting adjourned at approximately 4:45 PM.

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

Professional Services/Consultant (51110111-44002/44003)

	Budget	Revised Budget
Total Current Budget	1,747,655.00	3,718,208.14
Total		<u>(3,605,900.54)</u>
Balance		<u><u>112,307.60</u></u>

NFB001 Griffin Park Soccer Complex

	Budget	Revised Budget
Total Current Budget	11,000,000.00	13,191,614.00
Total		<u>(11,557,433.74)</u>
Balance		<u><u>1,634,180.26</u></u>

NFP102 Griffin Park Regrading (Paygo)

	Budget	Revised Budget
Total Current Budget	217,416.00	217,416.00
Total		<u>(217,416.00)</u>
Balance		<u><u>0.00</u></u>

NFB002 Indoor Aquatics Facility

	Budget	Revised Budget
Total Current Budget	14,000,000.00	15,341,218.36
Total		<u>(14,902,946.70)</u>
Balance		<u><u>438,271.66</u></u>

NFB003 Indoor Sports Facility

	Budget	Revised Budget
Total Current Budget	8,500,000.00	12,082,670.00
Total		<u>(12,064,968.89)</u>
Balance		<u><u>17,701.11</u></u>

NFP109 James Garner: Flood-Acres

	Budget	Revised Budget
Total Current Budget	6,000,000.00	3,199,889.00
Total		<u>(2,538,169.61)</u>
Balance		<u><u>661,719.39</u></u>

NFB016 Library - New Central Branch

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

NFB017 Library - New East Branch

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

NFB018 Westwood Swim Complex Replacement

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

NFB019 Andrews Park Development

	Budget	Revised Budget
Total Current Budget	1,500,000.00	1,499,099.00
Total		<u>(1,469,127.64)</u>
Balance		<u><u>29,971.36</u></u>

NFP105 Ruby Grant Park Developmt (Paygo)

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

NFP106 Saxon Park Development (Paygo)

	Budget	Revised Budget
Total Current Budget	2,000,000.00	1,400,000.00
Total		<u>(36,735.50)</u>
Balance		<u><u>1,363,264.50</u></u>

NFP107 New Trail Dev-Legacy System (Paygo)

	Budget	Revised Budget
Total Current Budget	2,000,000.00	1,400,000.00
Total		<u>(429,459.00)</u>
Balance		<u><u>970,541.00</u></u>

NFP108 Senior Citizens Center (Paygo)

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

NFP111 Senior Citizens Center (Paygo)

	Budget	Revised Budget
Total Current Budget	-	13,099,445.68
Total		<u>(12,046,662.31)</u>
Balance		<u><u>1,052,783.37</u></u>

CITY OF NORMAN
NORMAN FORWARD SALES TAX REVENUE, VERSUS PROJECTION

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

February, 2020	\$ 958,070	\$ 819,751	-14.44%	\$ 819,751	\$ 1,113,036	-26.35%
March, 2020	\$ 758,559	\$ 720,227	-5.05%	\$ 720,227	\$ 918,709	-21.60%
April, 2020	\$ 738,133	\$ 747,531	1.27%	\$ 747,531	\$ 893,970	-16.38%
May, 2020	\$ 792,526	\$ 702,283	-11.39%	\$ 702,283	\$ 959,846	-26.83%
June, 2020	\$ 813,861	\$ 664,592	-18.34%	\$ 664,592	\$ 985,686	-32.58%
July, 2020	\$ 777,799	\$ 808,364	3.93%	\$ 808,364	\$ 925,809	-12.69%
August, 2020	\$ 814,405	\$ 850,341	4.41%	\$ 850,341	\$ 969,380	-12.28%
September, 2020	\$ 793,231	\$ 779,982	-1.67%	\$ 779,982	\$ 944,177	-17.39%
October, 2020	\$ 862,850	\$ 817,975	-5.20%	\$ 817,975	\$ 1,027,044	-20.36%
November, 2020	\$ 803,681	\$ 779,947	-2.95%	\$ 779,947	\$ 956,616	-18.47%
December, 2020	\$ 789,933	\$ 795,174	0.66%	\$ 795,174	\$ 940,251	-15.43%
January, 2021	\$ 835,910	\$ 865,704	3.56%	\$ 865,704	\$ 994,978	-12.99%
February, 2021	\$ 972,244	\$ 842,592	-13.34%	\$ 842,592	\$ 1,157,255	-27.19%
March, 2021	\$ 771,573	\$ 801,811	3.92%	\$ 801,811	\$ 957,430	-16.25%
April, 2021	\$ 751,969	\$ 733,759	-2.42%	\$ 733,759	\$ 933,104	-21.36%
May, 2021	\$ 804,859	\$ 929,299	15.46%	\$ 929,299	\$ 998,734	-6.95%
June, 2021	\$ 825,105	\$ 946,083	14.66%	\$ 946,083	\$ 1,023,857	-7.60%
July, 2021	\$ 784,866	\$ 976,078	24.36%	\$ 976,078	\$ 965,155	1.13%
August, 2021	\$ 821,805	\$ 986,400	20.03%	\$ 986,400	\$ 1,010,579	-2.39%
September, 2021	\$ 800,438	\$ 1,022,755	27.77%	\$ 1,022,755	\$ 984,304	3.91%
October, 2021	\$ 870,690	\$ 1,064,323	22.24%	\$ 1,064,323	\$ 1,070,693	-0.59%
November, 2021	\$ 810,984	\$ 965,607	19.07%	\$ 965,607	\$ 997,273	-3.18%
December, 2021	\$ 790,508	\$ 992,536	25.56%	\$ 992,536	\$ 972,093	2.10%
January, 2022	\$ 860,624	\$ 1,048,226	21.80%	\$ 1,048,226	\$ 1,058,316	-0.95%
February, 2022	\$ 837,647	\$ 1,029,877	22.95%	\$ 1,029,877	\$ 1,117,876	-7.87%
March, 2022	\$ 797,106	\$ 839,152	5.27%	\$ 839,152	\$ 1,021,865	-17.88%
April, 2022	\$ 758,802	\$ 931,510	22.76%	\$ 931,510	\$ 972,761	-4.24%
May, 2022	\$ 812,172	\$ 1,027,267	26.48%	\$ 1,027,267	\$ 1,041,180	-1.34%
June, 2022	\$ 832,602	\$ 1,061,513	27.49%	\$ 1,061,513	\$ 1,067,371	-0.55%
July, 2022	\$ 985,918	\$ 963,920	-2.23%	\$ 963,920	\$ 1,006,175	-4.20%
August, 2022	\$ 1,032,318	\$ 980,427	-5.03%	\$ 980,427	\$ 1,053,528	-6.94%
September, 2022	\$ 1,005,479	\$ 1,038,038	3.24%	\$ 1,038,038	\$ 1,026,137	1.16%
October, 2022	\$ 1,093,726	\$ 1,057,045	-3.35%	\$ 1,057,045	\$ 1,116,197	-5.30%
November, 2022	\$ 1,018,726	\$ 1,051,427	3.21%	\$ 1,051,427	\$ 1,039,657	1.13%
December, 2022	\$ 1,001,298	\$ 987,149	-1.41%	\$ 987,149	\$ 1,021,871	-3.40%
January, 2023	\$ 1,059,578	\$ 1,047,231	-1.17%	\$ 1,047,231	\$ 1,081,348	-3.16%
February, 2023	\$ 1,232,391	\$ 1,030,515	-16.38%	\$ 1,030,515	\$ 1,257,712	-18.06%
March, 2023	\$ 978,026	\$ 886,958	-9.31%	\$ 886,958	\$ 1,039,657	-14.69%
April, 2023	\$ 953,177	\$ 995,074	4.40%	\$ 995,074	\$ 972,761	2.29%
May, 2023	\$ 1,020,235	\$ 1,030,076	0.96%	\$ 1,030,076	\$ 1,041,197	-1.07%
June, 2023	\$ 1,045,882	\$ 960,987	-8.12%	\$ 960,987	\$ 1,067,371	-9.97%
July, 2023	\$ 1,005,871	\$ 1,020,459	1.45%	\$ 1,020,459	\$ 1,006,401	1.40%
August, 2023	\$ 1,052,503	\$ 957,439	-9.03%	\$ 957,439	\$ 1,053,066	-9.08%
September, 2023	\$ 1,027,175	\$ 975,085	-5.07%	\$ 975,085	\$ 1,027,725	-5.12%
October, 2023	\$ 1,115,560	\$ 1,056,267	-5.32%	\$ 1,056,267	\$ 1,116,157	-5.37%
November, 2023	\$ 1,040,701	\$ 1,031,132	-0.92%	\$ 1,031,132	\$ 1,041,258	-0.97%
December, 2023	\$ 1,021,763	\$ 995,608	-2.56%	\$ 995,608	\$ 1,022,310	-2.61%
TOTAL	\$ 79,682,027	\$ 80,010,114	0.41%	\$ 80,010,114	\$ 88,618,230	-9.71%

CITY OF NORMAN
NORMAN FORWARD USE TAX REVENUE, VERSUS PROJECTION

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

January, 2020	\$	48,711	\$	88,427	81.53%	\$	88,427	\$	34,092	159.38%
February, 2020	\$	58,353	\$	124,509	113.37%	\$	124,509	\$	40,840	204.87%
March, 2020	\$	55,569	\$	73,615	32.47%	\$	73,615	\$	40,544	81.57%
April, 2020	\$	47,292	\$	78,218	65.40%	\$	78,218	\$	34,505	126.69%
May, 2020	\$	57,758	\$	96,559	67.18%	\$	96,559	\$	42,141	129.13%
June, 2020	\$	57,267	\$	105,049	83.44%	\$	105,049	\$	41,783	151.42%
July, 2020	\$	76,418	\$	108,470	41.94%	\$	108,470	\$	33,540	223.40%
August, 2020	\$	80,414	\$	111,849	39.09%	\$	111,849	\$	41,326	170.65%
September, 2020	\$	80,982	\$	111,950	38.24%	\$	111,950	\$	35,544	214.97%
October, 2020	\$	97,394	\$	123,541	26.85%	\$	123,541	\$	42,747	189.01%
November, 2020	\$	95,981	\$	111,548	16.22%	\$	111,548	\$	42,127	164.79%
December, 2020	\$	89,971	\$	133,159	48.00%	\$	133,159	\$	39,489	237.21%
January, 2021	\$	81,296	\$	142,435	75.21%	\$	142,435	\$	35,681	299.19%
February, 2021	\$	98,004	\$	176,811	80.41%	\$	176,811	\$	43,015	311.05%
March, 2021	\$	91,837	\$	108,777	18.45%	\$	108,777	\$	42,021	158.86%
April, 2021	\$	78,673	\$	98,208	24.83%	\$	98,208	\$	35,998	172.82%
May, 2021	\$	96,119	\$	149,868	55.92%	\$	149,868	\$	43,980	240.76%
June, 2021	\$	95,612	\$	119,455	24.94%	\$	119,455	\$	43,748	173.05%
July, 2021	\$	110,203	\$	119,611	8.54%	\$	119,611	\$	34,966	242.08%
August, 2021	\$	135,784	\$	146,398	7.82%	\$	146,398	\$	43,082	239.81%
September, 2021	\$	116,785	\$	114,138	-2.27%	\$	114,138	\$	37,054	208.03%
October, 2021	\$	140,069	\$	145,812	4.10%	\$	145,812	\$	44,442	228.09%
November, 2021	\$	137,707	\$	153,849	11.72%	\$	153,849	\$	43,693	252.12%
December, 2021	\$	130,010	\$	138,224	6.32%	\$	138,224	\$	41,251	235.08%
January, 2022	\$	137,707	\$	182,045	32.20%	\$	182,045	\$	43,693	316.65%
February, 2022	\$	142,649	\$	184,069	29.04%	\$	184,069	\$	47,184	290.11%
March, 2022	\$	131,827	\$	131,545	-0.21%	\$	131,545	\$	43,605	201.68%
April, 2022	\$	113,094	\$	129,422	14.44%	\$	129,422	\$	37,408	245.97%
May, 2022	\$	139,141	\$	151,405	8.81%	\$	151,405	\$	46,024	228.97%
June, 2022	\$	137,393	\$	152,881	11.27%	\$	152,881	\$	45,445	236.40%
July, 2022	\$	128,988	\$	145,606	12.88%	\$	145,606	\$	36,435	299.63%
August, 2022	\$	158,097	\$	144,189	-8.80%	\$	144,189	\$	44,657	222.88%
September, 2022	\$	136,184	\$	153,101	12.42%	\$	153,101	\$	38,467	298.00%
October, 2022	\$	163,644	\$	173,940	6.29%	\$	173,940	\$	46,224	276.30%
November, 2022	\$	161,215	\$	149,464	-7.29%	\$	149,464	\$	45,538	228.22%
December, 2022	\$	151,983	\$	155,275	2.17%	\$	155,275	\$	42,930	261.69%
January, 2023	\$	139,943	\$	177,437	26.79%	\$	177,437	\$	39,529	348.88%
February, 2023	\$	167,778	\$	203,330	21.19%	\$	203,330	\$	47,392	329.04%
March, 2023	\$	153,836	\$	136,599	-11.20%	\$	136,599	\$	45,300	201.54%
April, 2023	\$	132,497	\$	144,849	9.32%	\$	144,849	\$	39,016	271.25%
May, 2023	\$	162,766	\$	172,850	6.20%	\$	172,850	\$	47,930	260.63%
June, 2023	\$	160,545	\$	157,095	-2.15%	\$	157,095	\$	47,276	232.29%
July, 2023	\$	134,433	\$	154,332	14.80%	\$	154,332	\$	38,064	305.46%
August, 2023	\$	163,774	\$	150,182	-8.30%	\$	150,182	\$	46,372	223.87%
September, 2023	\$	141,914	\$	172,612	21.63%	\$	172,612	\$	40,182	329.57%
October, 2023	\$	170,238	\$	173,844	2.12%	\$	173,844	\$	48,202	260.66%
November, 2023	\$	158,320	\$	171,201	8.14%	\$	171,201	\$	44,827	281.91%
December, 2023	\$	157,925	\$	204,440	29.45%	\$	204,440	\$	44,716	357.20%
TOTAL	\$	7,718,743	\$	9,304,719	20.55%	\$	9,304,719	\$	3,619,854	157.05%

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

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

March, 2020	\$	814,129	\$	793,842	-2.49%	\$	793,842	\$	959,253	-17.24%
April, 2020	\$	785,425	\$	825,749	5.13%	\$	825,749	\$	928,475	-11.06%
May, 2020	\$	850,284	\$	798,842	-6.05%	\$	798,842	\$	1,001,987	-20.27%
June, 2020	\$	871,128	\$	769,641	-11.65%	\$	769,641	\$	1,027,469	-25.09%
July, 2020	\$	854,217	\$	916,834	7.33%	\$	916,834	\$	959,349	-4.43%
August, 2020	\$	894,819	\$	962,190	7.53%	\$	962,190	\$	1,010,706	-4.80%
September, 2020	\$	874,213	\$	891,932	2.03%	\$	891,932	\$	979,720	-8.96%
October, 2020	\$	960,243	\$	941,516	-1.95%	\$	941,516	\$	1,069,791	-11.99%
November, 2020	\$	899,663	\$	891,495	-0.91%	\$	891,495	\$	998,743	-10.74%
December, 2020	\$	879,903	\$	928,333	5.50%	\$	928,333	\$	979,740	-5.25%
January, 2021	\$	917,206	\$	1,008,139	9.91%	\$	1,008,139	\$	1,030,659	-2.19%
February, 2021	\$	1,070,248	\$	1,019,403	-4.75%	\$	1,019,403	\$	1,200,270	-15.07%
March, 2021	\$	863,410	\$	910,587	5.46%	\$	910,587	\$	999,451	-8.89%
April, 2021	\$	830,642	\$	831,967	0.16%	\$	831,967	\$	969,102	-14.15%
May, 2021	\$	900,977	\$	1,079,167	19.78%	\$	1,079,167	\$	1,042,714	3.50%
June, 2021	\$	920,717	\$	1,065,538	15.73%	\$	1,065,538	\$	1,067,605	-0.19%
July, 2021	\$	895,069	\$	1,095,689	22.41%	\$	1,095,689	\$	1,000,121	9.56%
August, 2021	\$	957,588	\$	1,132,798	18.30%	\$	1,132,798	\$	1,053,661	7.51%
September, 2021	\$	917,223	\$	1,136,893	23.95%	\$	1,136,893	\$	1,021,359	11.31%
October, 2021	\$	1,010,759	\$	1,210,135	19.73%	\$	1,210,135	\$	1,115,135	8.52%
November, 2021	\$	948,691	\$	1,119,456	18.00%	\$	1,119,456	\$	1,040,965	7.54%
December, 2021	\$	920,518	\$	1,130,760	22.84%	\$	1,130,760	\$	1,013,343	11.59%
January, 2022	\$	998,331	\$	1,230,271	23.23%	\$	1,230,271	\$	1,102,008	11.64%
February, 2022	\$	980,297	\$	1,213,946	23.83%	\$	1,213,946	\$	1,165,061	4.20%
March, 2022	\$	928,933	\$	970,697	4.50%	\$	970,697	\$	1,065,470	-8.89%
April, 2022	\$	871,896	\$	1,060,932	21.68%	\$	1,060,932	\$	1,010,169	5.03%
May, 2022	\$	951,313	\$	1,178,672	23.90%	\$	1,178,672	\$	1,087,204	8.41%
June, 2022	\$	969,995	\$	1,214,394	25.20%	\$	1,214,394	\$	1,112,816	9.13%
July, 2022	\$	1,114,906	\$	1,109,525	-0.48%	\$	1,109,525	\$	1,042,609	6.42%
August, 2022	\$	1,190,415	\$	1,124,616	-5.53%	\$	1,124,616	\$	1,098,185	2.41%
September, 2022	\$	1,141,663	\$	1,191,139	4.33%	\$	1,191,139	\$	1,064,605	11.89%
October, 2022	\$	1,257,369	\$	1,230,985	-2.10%	\$	1,230,985	\$	1,162,421	5.90%
November, 2022	\$	1,179,941	\$	1,200,891	1.78%	\$	1,200,891	\$	1,085,194	10.66%
December, 2022	\$	1,153,281	\$	1,142,424	-0.94%	\$	1,142,424	\$	1,064,801	7.29%
January, 2023	\$	1,199,521	\$	1,224,668	2.10%	\$	1,224,668	\$	1,120,877	9.26%
February, 2023	\$	1,400,169	\$	1,233,845	-11.88%	\$	1,233,845	\$	1,305,103	-5.46%
March, 2023	\$	1,131,862	\$	1,023,557	-9.57%	\$	1,023,557	\$	1,084,957	-5.66%
April, 2023	\$	1,085,674	\$	1,139,923	5.00%	\$	1,139,923	\$	1,011,777	12.67%
May, 2023	\$	1,183,002	\$	1,202,926	1.68%	\$	1,202,926	\$	1,089,127	10.45%
June, 2023	\$	1,206,427	\$	1,118,082	-7.32%	\$	1,118,082	\$	1,114,647	0.31%
July, 2023	\$	1,140,303	\$	1,174,791	3.02%	\$	1,174,791	\$	1,044,465	12.48%
August, 2023	\$	1,216,277	\$	1,107,621	-8.93%	\$	1,107,621	\$	1,099,438	0.74%
September, 2023	\$	1,169,090	\$	1,147,697	-1.83%	\$	1,147,697	\$	1,067,907	7.47%
October, 2023	\$	1,285,798	\$	1,230,111	-4.33%	\$	1,230,111	\$	1,164,359	5.65%
November, 2023	\$	1,199,021	\$	1,202,333	0.28%	\$	1,202,333	\$	1,086,086	10.70%
December, 2023	\$	1,179,688	\$	1,200,048	1.73%	\$	1,200,048	\$	1,067,026	12.47%
TOTAL	\$	87,400,770	\$	89,314,833	2.19%	\$	89,314,833	\$	92,238,084	-3.17%

**NORMAN FORWARD
FINAL PROJECT COST COMPARISON**

PROJECT	Original		Revised		Actual		Variance:		Variance:	
	Budget		Budget		Cost		Original		Revised	
	Budget		Budget		Cost		Budget		Budget	
Westwood Tennis Center	\$	1,000,000	\$	1,801,278	\$	1,801,277	\$	(801,277)	\$	1.16
Garner/Acres Intersection	\$	2,700,000	\$	2,951,393	\$	2,951,393	\$	(251,393)	\$	(0.47)
Central Branch Library	\$	39,000,000	\$	35,014,495	\$	35,010,261	\$	3,989,739	\$	4,233.62
East Branch Library	\$	5,100,000	\$	5,100,000	\$	4,794,304	\$	305,696	\$	305,695.62
Westwood Swim Complex	\$	12,000,000	\$	12,000,000	\$	11,763,800	\$	236,200	\$	236,200.35
Andrews Park	\$	1,500,000	\$	1,499,099	\$	1,469,128	\$	30,872	\$	29,971.36
Griffin Park Soccer Complex*	\$	11,000,000	\$	13,191,614	\$	11,557,434	\$	(557,434)	\$	1,634,180.26
Ruby Grant Park	\$	6,150,000	\$	6,150,000	\$	6,146,426	\$	3,574	\$	3,573.81
Professional Services (ADG)	\$	1,747,655	\$	3,718,208	\$	3,605,901	\$	(1,858,246)	\$	112,307.60
Community Sports Park*	\$	2,500,000	\$	2,500,000	\$	2,398,787	\$	101,213	\$	101,213.33
Reaves Park Complex*	\$	10,000,000	\$	10,000,000	\$	9,983,111	\$	16,889	\$	16,888.84

***NEAR FINAL**

File Attachments for Item:

19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2324-8 FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS, SECTION, A PLANNED UNIT DEVELOPMENT. GENERALLY LOCATED A QUARTER OF A MILE SOUTH OF EAST ROBINSON STREET AND ON THE WEST SIDE OF NORTH FINDLAY AVENUE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/14/2023

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2324-8 FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS, SECTION, A PLANNED UNIT DEVELOPMENT. GENERALLY LOCATED A QUARTER OF A MILE SOUTH OF EAST ROBINSON STREET AND ON THE WEST SIDE OF NORTH FINDLAY AVENUE.

BACKGROUND:

This item is a final site development plan and final plat for Norman Regional Health System Porter Campus Section 1, a Planned Unit Development located a quarter of a mile south of East Robinson Street and on the west side of North Findlay Avenue. The property consists of 4.01 acres and one (1) lot.

City Council, at its meeting of January 25, 2022, adopted Ordinance No. O-2122-29, placing this property in the PUD, Planned Unit Development District. Also, City Council, at its meeting of January 25, 2022, approved the preliminary plat for Norman Regional Health System Porter Campus, a Planned Unit Development.

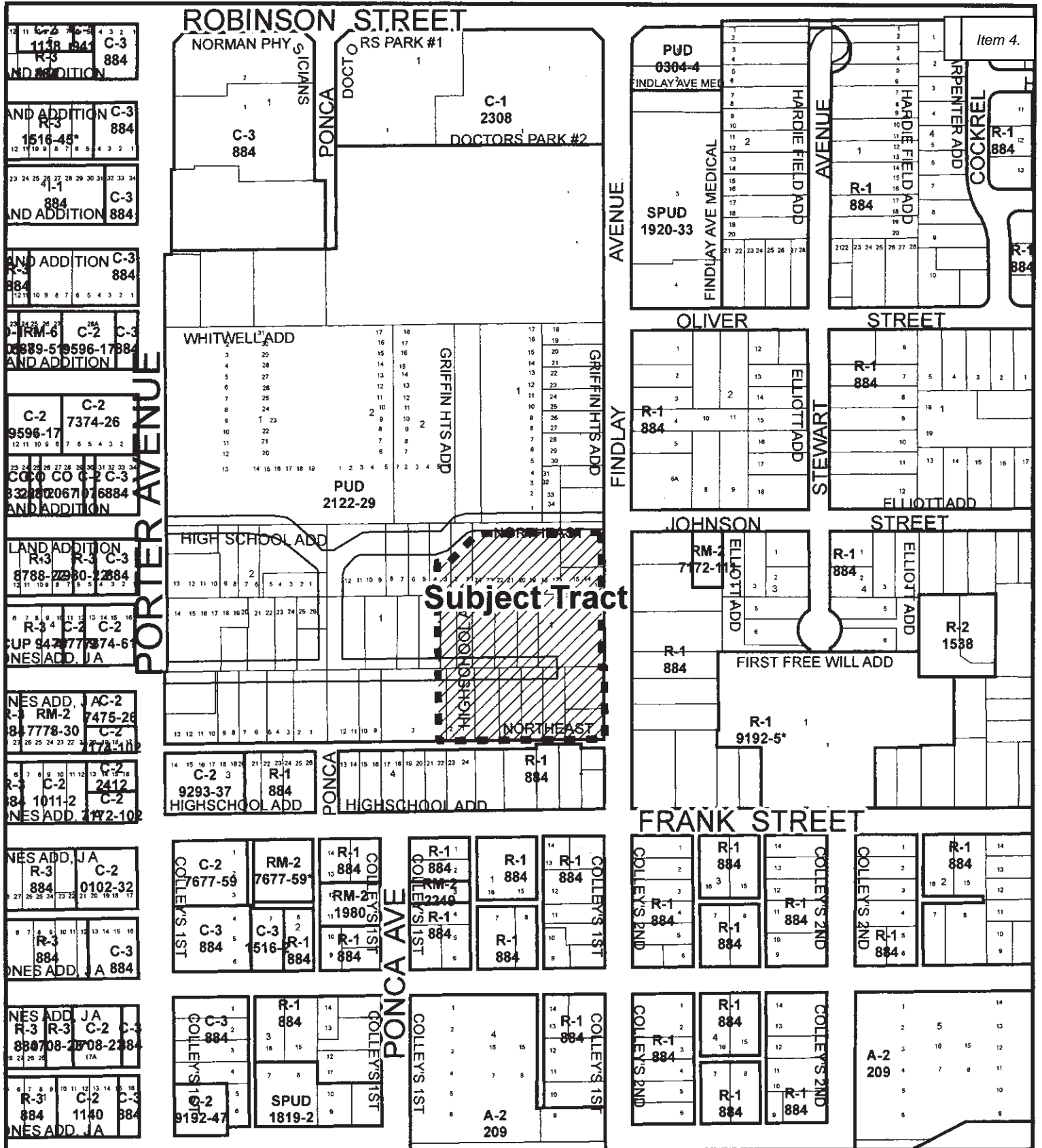
The Norman Development Committee, on October 11, 2023, approved the final site development plan and final plat and recommended the final site development plan and final plat for the Norman Regional Health System Porter Campus Section 1, a Planned Unit Development be submitted to City Council for consideration. The City of Norman owns this parcel of land. The property has been developed into the City's new Adult Wellness and Education Center, which is one of the Norman Forward quality of life projects.

DISCUSSION:

Public improvements are near completion. Stormwater runoff will be conveyed to an existing drainage system.

STAFF RECOMMENDATION:

The final plat is consistent with the approved preliminary plat. Based on the above information, staff recommends acceptance of the public dedications, approval of the final site development plan and final plat and filing of the final site development plan and final plat subject to City Council's action.



Location Map



Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



October 10, 2023

0 150 300 Ft.

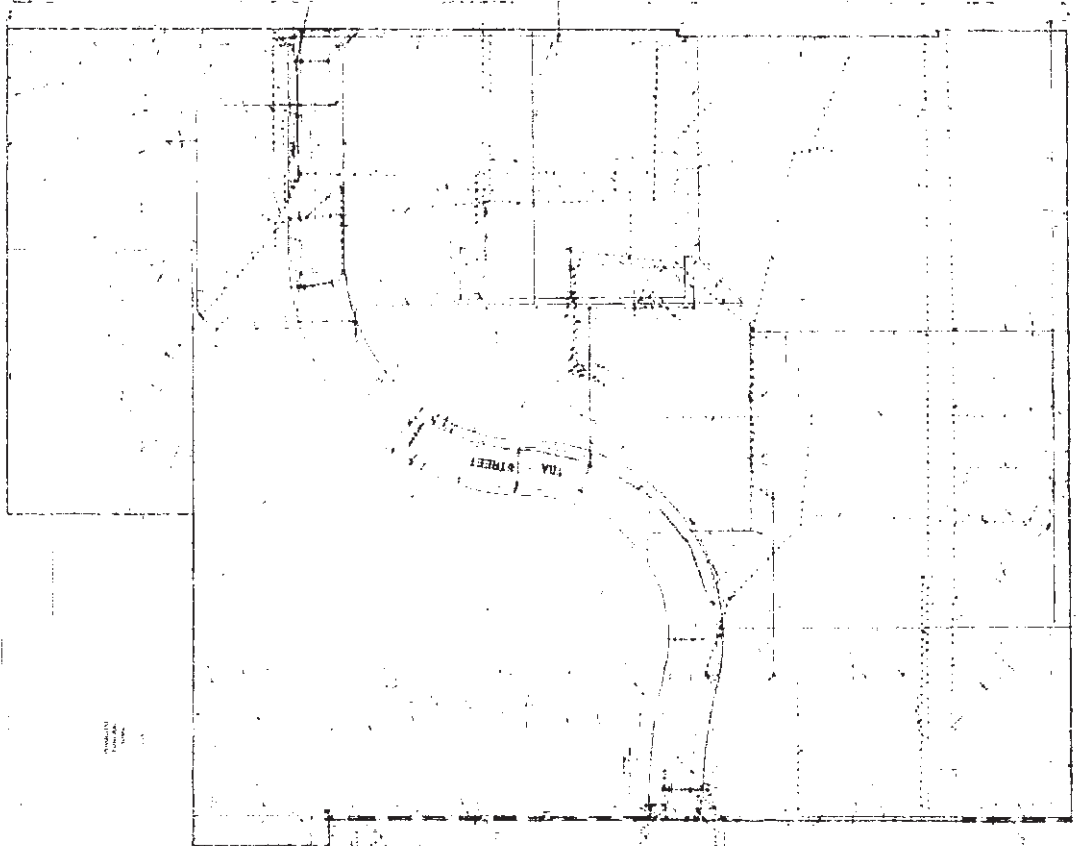


Subject Tract



Zoning

PRELIMINARY PLAT
NORMAN REGIONAL HEALTH SYSTEM
PORTER CAMPUS
A PLANNED UNIT DEVELOPMENT
A PART OF THE NF/4, SEC 29, T9N, R2W, LM
NORMAN, CLEVELAND COUNTY, OKLAHOMA



PLANNED UNIT DEVELOPMENT
LOCATION MAP
1" = 100'

LEGEND
1" = 100'
1" = 100'

10' SUMMARY TABLE

DATE	REVISION	BY	DATE

10' SUMMARY TABLE

DATE	REVISION	BY	DATE

ORDER / REVISIONS
NORMAN REGIONAL HEALTH SYSTEM
PORTER CAMPUS
NORMAN, OKLAHOMA

NORMAN REGIONAL HEALTH SYSTEM -
PORTER CAMPUS
PORTER AVENUE & ROBINSON STREET
NORMAN, OKLAHOMA

- NOTES
1. THE PLAT IS SUBJECT TO THE RECORDS OF THE CLERK OF THE DISTRICT COURT OF CLEVELAND COUNTY, OKLAHOMA.
 2. THE PLAT IS SUBJECT TO THE RECORDS OF THE CLERK OF THE DISTRICT COURT OF CLEVELAND COUNTY, OKLAHOMA.
 3. THE PLAT IS SUBJECT TO THE RECORDS OF THE CLERK OF THE DISTRICT COURT OF CLEVELAND COUNTY, OKLAHOMA.
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 9. THE PLAT IS SUBJECT TO THE RECORDS OF THE CLERK OF THE DISTRICT COURT OF CLEVELAND COUNTY, OKLAHOMA.
 10. THE PLAT IS SUBJECT TO THE RECORDS OF THE CLERK OF THE DISTRICT COURT OF CLEVELAND COUNTY, OKLAHOMA.

P.O.C.
NW CORNER, NEW GUNTER
SECTION 29 T 9 N, R 2 W, 1 M

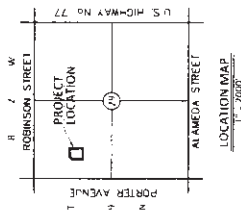
PLATTED LOTS,
EASEMENTS &
SETBACK LINES TO
BE VACATED

LOT 1 BLOCK 1
NORMAN REGIONAL HEALTH
SYSTEM PORTER CAMPUS
SECTION 2
BOOK 25 PAGE 242 OF PLATS

655.62' NORTH LINE 20' ALLEY
THROUGH BLOCK 3 & 4
HIGH SCHOOL ADDITION &
NORTH LINE EXTENDED

POINCA AVENUE

JOHNSON STREET



NOTES:

1. ALL IMPROVEMENTS WITHIN UTILITY EASEMENTS MAY BE REQUIRED BY THE CITY TO PREPARE MAINTENANCE, AND REPLACEMENT OF SUCH IMPROVEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
2. PAVING SHALL BE ALLOWED OVER DRAINAGE AND UTILITY EASEMENTS.
3. UNLESS NOTED OTHERWISE THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAN IS FEET.

STORM DRAINAGE DETENTION FACILITY EASEMENT

[illegible]

SCALE: 1" = 40'

THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (HADOX-SOUTH ZONE) USING A BEARING OF SOUTH 60° 00' 00" EAST ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE HUMAN MERIDIAN WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

UNLESS OTHERWISE STATED ALL PROPERTY
DIMENSIONS ARE 1/2" NOM. DIMS. WITH CASH 14
COPS. OR 1/2" NOM. DIMS. WITH CASH 14 TATS.

U/O/E = UTILITY & ORANGE EASEMENT
 E/A = EASEMENT
 U/A = UTILITY EASEMENT

Date: August 23, 2023
SAC Consulting Engineers, P.C.
1515 W. Main Street
Oklahoma City, OK 73106
Ph: (405)232-7715
Oklahoma CAP664 Exp. 6/30/2025

Item 4.

SMC Consulting Engineering, P.C.

1111 N. W. 10th St., Suite 1000

Norman, Oklahoma 73061

Phone: (405) 221-1111

Fax: (405) 221-1112

www.smcceng.com

PROJECT NO. 2012-001

DATE: 12/17/12

PROJECT: PORTER CAMPUS HEALTH SYSTEM

CLIENT: PORTER CAMPUS HEALTH SYSTEM

DESIGNED BY: SMC

CHECKED BY: SMC

APPROVED BY: SMC

PORTER CAMPUS HEALTH SYSTEM

PORTER CAMPUS SECTION 1

PORTER AVENUE & ROBINSON STREET

NORMAN, OKLAHOMA

CONSTRUCTION

NOT FOR CONSTRUCTION

NO. 2012-001

FINAL SITE DEVELOPMENT PLAN

PORTER CAMPUS SECTION 1

PORTER AVENUE & ROBINSON STREET

NORMAN, OKLAHOMA

FINAL SITE DEVELOPMENT PLAN
NORMAN REGIONAL HEALTH SYSTEM
PORTER CAMPUS SECTION 1
A PLANNED UNIT DEVELOPMENT
A PART OF THE N.W. 1/4, SECTION 29, 19N, R2W, 1M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

NOTES:
1. ALL IMPROVEMENTS SHOWN ON THIS PLAN ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, AND THE OKLAHOMA DEPARTMENT OF REVENUE (DOR) STANDARD SPECIFICATIONS FOR WATERWAYS AND MARINE FACILITIES.
2. PAVING SHALL BE ALLOWED OVER DRAINAGE AND UTILITY ASSEMBLY.

LOT 1, BLOCK 1
NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS
BOOK 25 PAGE 242 OF PLATS

LOCATION MAP
1" = 40'

SCALE
1" = 40'

24

364

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: 08/24/2023

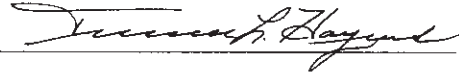
Part I: To be Completed by Applicant:

1. Applicant(s):

THE CITY OF NORMAN, OKLAHOMA, an Oklahoma municipal corporation

Signature of Applicant(s):

TERENCE L. HAYNES, P.E., AGENT FOR APPLICANT
SMC CONSULTING ENGINEERS, P.C.



Telephone Number and Address:

815 WEST MAIN, OKLAHOMA CITY, OK 73106
405-232-7715

2. Project Name and Legal Description:

Norman Regional Health System Porter Campus Section 1, a PUD
A part of the NW/4 of Section 29, T9N, R2W of the I.M.

3. Action Request of Development Committee:

REQUEST DEVELOPMENT COMMITTEE APPROVAL OF THE FINAL PLAT, FINAL SITE DEVELOPMENT PLAN AND ASSOCIATED PUBLIC IMPROVEMENTS.

Part II: To Be Completed by Development Committee:


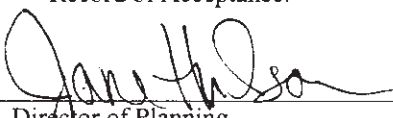




Development Committee Met on: October 11, 2023

Development Committee Findings:

The engineer for the owner has requested the Development Committee approve the program of public improvements, final site development plan and final plat and submit to City Council for consideration.

Development Committee Recommendations:

Recommend City Council approve the final site development plan and final plat for Norman Regional Health System Porter Campus Section 1, a Planned Unit Development.

		Record of Acceptance:					
		Yes	No		Yes	No	
	Director of Public Works	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Director of Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Director of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Planning Services Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	City Engineer	<input type="checkbox"/>	<input type="checkbox"/>		Subdivision Development Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2324-8

DATE:
October 11, 2023.

STAFF REPORT

ITEM: Consideration of a final plat for **NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SECTION 1, A PLANNED UNIT DEVELOPMENT.**

LOCATION: Generally located one-quarter mile south of Robinson Street, on the west side of Findlay Avenue.

INFORMATION:

1. Owner. City of Norman.
1. Developer. City of Norman.
2. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. July 1, 1909. The final plat for High School Addition was filed of record with the Cleveland County Clerk
2. May 20, 1913. City Council adopted Ordinance No. 209 annexing a portion of this property into the Norman Corporate City limits without zoning.
3. December 10, 1921. The final plat for Whitwell Addition was filed of record with the Cleveland County Clerk.
4. September 8, 1925. The final plat for Northeast Addition was filed of record with the Cleveland County Clerk.
5. March 28, 1939. The final plat for Griffin Heights Addition was filed of record with the Cleveland County Clerk.
6. October 13, 1942. City Council adopted Ordinance No. 627 annexing a portion of this property into the Norman Corporate City limits without zoning.
7. February 9, 1943. City Council adopted Ordinance No. 626 annexing a portion of this property into the Norman Corporate City limits without zoning.

HISTORY (CONT.)

8. July 13, 1954. City Council adopted Ordinance No. 884 placing this property in R-1, Single-Family Dwelling District and C-3, Intensive Commercial District.
9. February 24, 1959. City Council adopted Ordinance No. 1130 vacating certain easements in Griffin Heights Addition.
10. November 26, 1963. City Council adopted Ordinance No. 1594 vacating a portion of Ponca Avenue north of Johnson Street.
11. October 14, 1969. City Council adopted Ordinance No. 2232 closing and vacating Griffin Avenue north of Johnson Street.
12. January 12, 1988. City Council adopted Ordinance No. O-8788-25 closing Johnson Street between Porter Avenue and Findlay Avenue; Ponca Avenue between Johnson Street and Rich Street and the 20' right-of-way (alley) south of Johnson Street between Porter Avenue and Findlay Avenue.
13. August 12, 1999. Planning Commission, on a vote of 8-0, recommended to City Council that a portion of this property be placed in the O-1, Office-Institutional District and removed from R-1, Single-Family Dwelling District.
14. October 12, 1999. City Council adopted Ordinance No. O-9900-9 placing a portion of this property in the O-1, Office-Institutional District and removing it from R-1, Single-Family Dwelling District.
15. May 11, 2000. Planning Commission, on a vote of 7-0, recommended to City Council that a portion of this property be placed in the O-1, Office-Institutional District and removed from R-1, Single-Family Dwelling District.
16. June 13, 2000. City Council adopted Ordinance No. O-9900-52 placing a portion of this property in the O-1, Office-Institutional District and removing it from R-1, Single-Family Dwelling District.
17. June 13, 2000. City Council adopted Ordinance No. O-9900-53 closing a portion of Rich Street from Porter Avenue to 90-feet west of Findlay Avenue and a portion of Ponca Avenue from the south line of Rich Street south to the 20-foot right-of-way (alley), for a distance of 140-feet.
18. July 10, 2001. City Council adopted Ordinance No. O-0001-70 closing part of Ponca Avenue from a point beginning 432.35 feet north of Johnson Street thence running north for a distance of 175-feet.
19. November 14, 2002. Planning Commission, on a vote of 8-0, recommended to City Council that a portion of this property be placed in the O-1, Office-Institutional District and removed from R-1, Single-Family Dwelling District.

HISTORY (CONT.)

20. December 17, 2002. City Council adopted Ordinance No. O-0203-18 placing a portion of this property in the O-1, Office-Institutional District and removing it from R-1, Single-Family Dwelling District.
21. December 17, 2002. City Council adopted Ordinance No. O-0203-17 closing a portion of Rich Street from Findlay Avenue west for a distance of 90-feet.
22. December 9, 2021 (Special Meeting). The Norman Board of Parks Commissioners recommended a fee in lieu of park land requirements for Norman Regional Health System Porter Campus Addition, a Planned Unit Development with any potential residential component.
23. December 9, 2021. Planning Commission, on a vote 7-0, recommended amending the NORMAN 2025 Land Use and Transportation Plan from Office Designation to Mixed Use Designation
24. December 9, 2021. Planning Commission, on a vote of 7-0, recommended placing this property in the PUD, Planned Unit Development and removing it from R-1, Single-Family Dwelling District, C-3, Intensive Commercial District and O-1, Office-Institutional District
25. December 9, 2021. Planning Commission, on a vote of 7-0, recommended to City Council the approval of the preliminary plat for Norman Regional Health System Porter Campus, a Planned Unit Development.
26. December 9, 2021. Planning Commission, on a vote of 7-0, recommended to City Council closing 20' right-of-way (alley), a portion of Ponca Avenue and Griffin Avenue.
27. January 25, 2022. City Council approved amending the NORMAN 2025 Land Use and Transportation Plan placing this property in the Mixed Use Designation and removing it from Office Designation.
28. January 25, 2022. City Council adopted Ordinance No. O-2122-29 placing this property in the PUD, Planned Unit Development and removing it from R-1, Single-Family Dwelling District, C-3, Intensive Commercial District and O-1, Office-Institutional District.
29. January 25, 2022. City Council adopted Ordinance No. O-2122-30 closing 20' right-of-way (alley), a portion of Ponca Avenue and Griffin Avenue.
30. January 25, 2022. City Council approved the preliminary plat for Norman Regional Health System Porter Campus, a Planned Unit Development

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. Sanitary sewer main is existing. There are existing sanitary sewer mains that are in conflict with the proposal and will be abandoned.
4. Sidewalks. Sidewalk is existing adjacent to Findlay Avenue.
5. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed. Storm water runoff will be conveyed to an existing drainage system located south of this property.
6. Streets. Findlay Avenue is existing.
7. Water Mains. Water main will be installed in accordance with approved plans and City and Department of Environmental Quality standards. There are existing water lines that are in conflict with the proposal and will be abandoned.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way are dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat, final site development plan and final plat are attached.

STAFF COMMENTS AND RECOMMENDATION: The engineer for the developer has requested the Development Committee review and approve the program of public improvements, final site development plan and final plat for Norman Regional Health System Porter Campus Section 1, a Planned Unit Development and submit to City Council for consideration.

This property consists of 4.01 acres with one (1) lot. The proposal is Wellness Center Facility.

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SECTION 1, A PLANNED UNIT DEVELOPMENT AND THE ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

LOCATION: Generally located one-quarter mile south of Robinson Street on the west side of North Findlay Avenue.

INFORMATION:

1. Owner. City of Norman.
- 2 Developer. City of Norman.
- 3 Engineer. SMC Consulting Engineers PC.

HISTORY:

1. Refer to the Norman Development Committee Staff Report, October 11, 2023.
2. January 25, 2022. City Council approved amending the NORMAN 2025 Land Use and Transportation Plan placing this property in the Mixed Use Designation and removing it from Office Designation.
3. January 25, 2022. City Council adopted Ordinance No. O-2122-29 placing this property in the PUD, Planned Unit Development and removing it from R-1, Single-Family Dwelling District, C-3, Intensive Commercial District and O-1, Office-Institutional District.
4. January 25, 2022. City Council adopted Ordinance No. O-2122-30 closing 20' right-of-way (alley), a portion of Ponca Avenue and Griffin Avenue.
5. January 25, 2022. City Council approved the preliminary plat for Norman Regional Health System Porter Campus, a Planned Unit Development.
6. October 11, 2023. The Norman Development Committee, approved the final site development plan and final plat and recommends the final site development plan and final plat for Norman Regional Health System Porter Campus Addition Section 1, a Planned Unit Development be submitted to City Council for consideration.

IMPROVEMENT PROGRAM:

1. Refer to the Norman Development Committee Staff Report, October 11, 2023.

2. Concurrent Construction. Concurrent construction was approved for this development.

PUBLIC DEDICATIONS:

1. Refer to the Norman Development Committee Staff Report, October 11, 2023.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandums, location map, preliminary plat, final site development plan, final plat, Staff Report recommending approval and Development Committee form are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the final site development plan and final plat; and if approved, accept the public dedications contained within the plat and authorize the Mayor to sign the final plat.

ACTION TAKEN: _____

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-74: AN AGREEMENT BETWEEN THE CITY OF NORMAN AND THE CENTER FOR CHILDREN AND FAMILIES TO OPERATE AND PROVIDE BOYS AND GIRLS CLUB PROGRAMMING AT THE REAVES PARK CENTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/14/23

REQUESTER: Veronica Tracy, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-74: AN AGREEMENT BETWEEN THE CITY OF NORMAN AND THE CENTER FOR CHILDREN AND FAMILIES TO OPERATE AND PROVIDE BOYS AND GIRLS CLUB PROGRAMMING AT THE REAVES PARK CENTER.

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

DISCUSSION: The City received one proposal for operations at the Reaves Park Center from the Center for Children and Families, Inc. (CCFI). CCFI has served families in Norman since 1969 and currently operates youth programming at numerous locations in Norman.

CCFI's proposal included operations of a Boys and Girls Club site for teens at the Reaves Park Center. Within the Reaves Park Center, CCFI intends to create a teaching kitchen, while also providing high school students with recreational and quiet spaces that will allow them to have a separate space from school age children to have a meal, complete their homework, and socialize with friends.

The City Attorney's Office has worked with the Parks and Recreation Department as well as CCFI to draft a contract with an initial term of one year. Per the contract, the term may be automatically renewed up to four additional years. CCFI will pay for electricity for the facility, except during April and July due to the City's use of the area. The City will pay for water usage. Any alterations to the facility desired by CCFI will be funded by CCFI after approval by the City.

RECOMMENDATION: Staff recommends approval of Contract K-2324-74, an agreement between The City of Norman and The Center for Children and Families to operate and provide Boys and Girls Club programming at the Reaves Park Center.

Contract No. K-2324-74

AGREEMENT

This Agreement is a contract, made and entered into this _____ day of _____, 2023 by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Center for Children and Families, Inc., a non-profit corporation, hereinafter called "CCFI."

WITNESSETH:

WHEREAS, the City is the owner of public property in Cleveland County, Oklahoma, known as Reaves Park Center located on the southwest corner of Reaves Park and is bordered by Jenkins Avenue and Constitution Street.

WHEREAS, the City recognizes the importance of programs and activities that respond to cultural and economic diversity of the area for the further benefit of the health, safety and welfare of the residents of said City.

WHEREAS, CCFI, a United Way Agency of Norman, has served children and families in Norman since 1969.

WHEREAS, CCFI provides for the operation of the Boys and Girls Club of Norman.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree to the use of the Reaves Center, for the operation of Boys and Girls Club of Norman programing, as follows:

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

That area of the Reaves Park grounds which surround and contain the building identified as the Reaves Park Center, 121 E. Constitution Street, Norman, OK 73069.

To have and to hold for a term of one (1) year from the date of the execution of this lease. Thereafter, and subject to appropriation, this Agreement shall automatically renew on the anniversary of the Effective Date for as many as four successive Terms of equal duration upon the same general terms and conditions contained in this Agreement, or until such time as this lease may be terminated as provided herein, whichever date occurs first

- (2) (a) CCFI agrees to pay to the City for such rights and privilege to accept lease of the building in the current condition, as is, without any further work by the City on the structure except for any work that is required to maintain the integrity and soundness of the structure the sum of one dollar (\$1.00) per year, which sum shall be payable in advance on or before the 1st

Contract No. K-2324-74

day of December each year of this Agreement. In lieu of additional monetary payment for use of the building and grounds, CCFI agrees to contribute obligations, services and improvements to the Reaves Park Center, which CCFI deems as appropriate in its sole discretion, as follows:

CCFI may equip the existing kitchen area as needed.

CCFI may remodel the building as needed to make it usable for its programming.

(b) CCFI shall not make any alterations, additions or improvements to the property without first notifying the City Manager or his designee, the Director of Parks and Recreation, who shall act as the agent of the City Council for purposes of achieving mutual agreement on alterations, additions, or improvements to the property. Agreement on alterations, additions, or improvements to the property shall not be unreasonably withheld, conditioned or delayed.

(c) No liens may be imposed or claims asserted against the property; therefore, the ongoing agreements for any alterations, improvements, or additions shall include the specific provision with regard to the method and timing of payment. At all stages, it shall be the responsibility of CCFI to secure lien releases from materials, contractors, and subcontractors prior to beginning any new work. CCFI shall make prompt and regular reports of any such improvements to the Director of Parks and Recreation, or upon his reasonable request pertaining thereto.

(d) Any such permanent improvements made to the building or grounds shall remain the property of the City, and CCFI shall have no claim to them or to compensation for their reasonable value or the enhanced value of the property.

(3) CCFI agrees to pay 100% of all electrical costs for the use of the Reaves Park Center 10 months out of the year, excluding April and July. Payment shall be made on a monthly basis within 30 days of invoice received from the City.

(4) It is agreed between the parties hereto that the purpose of operating the Reaves Park Center is to provide Boys and Girls Club related activities in compliance with CCFI policies and procedures. CCFI will not make or suffer any unlawful, improper, nuisance or offensive use of the premises, or any use or occupancy thereof contrary to any law or regulation, or any ordinance of City, now or hereafter made, which shall be either a public or private nuisance as those terms are defined in Oklahoma law, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Furthermore, CCFI shall not store or allow to be stored on the premises any explosives, flammable materials, hazardous substances, dangerous materials, illegal drugs, contraband, or waste materials. Further, CCFI shall ensure that it adequately trains its employees and volunteers regarding these requirements.

Contract No. K-2324-74

(5) CCFI shall comply with all zoning regulations, code enforcement regulations, signage regulations and other laws of the U.S. Government, the State of Oklahoma and the Code of Ordinances of the City of Norman, Oklahoma.

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

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

- (A) Worker's Compensation Insurance as prescribed by State Statute.
- (B) Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

In 2023 the amount of coverage required would be Twenty-five Thousand Dollars (\$25,000.00) for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident, or occurrence;

One Hundred Seventy-five Thousand Dollars (\$175,000.00) to any claimant for a claim for any other loss arising out of a single act, accident, or occurrence.

One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

CCFI acknowledges that during the term of this contract, Title 51 Okla. Stat. Section 154 may be revised and that CCFI agrees to carry coverage for the new required amounts when they go into effect.

Contract No. K-2324-74

(8) Maintenance of Property

- (A) CCFI agrees to maintain all ground areas used by it, its members or patrons in a clean, sanitary and orderly manner at all times by removing all debris, of every kind, deposited upon said ground by CCFI, its members or patrons, at the conclusion of each and every period of use, at its own expense.
- (B) CCFI shall perform all maintenance duties and activities described in the attached Exhibit A.
- (C) CCFI agrees to keep all vegetation within the described grounds viable and healthy throughout the growing season, and to mow any grass areas at least once a week if weather allows.
- (D) CCFI shall be responsible for stocking, cleaning and maintaining the restrooms.
- (E) The City shall perform the maintenance duties and activities described in the attached Exhibit B.

(9) Events on Property.

- (A) CCFI shall schedule and periodically report how the premises are used by the Boys and Girls Club. CCFI may charge for activities and programs provided at or on Center grounds.
- (B) CCFI shall provide an overall schedule to the Parks and Recreation Department of regularly scheduled programming, as well as dates of special events and other seasonal events.
- (C) This contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at events and programs of CCFI. CCFI's enforcement of the rules of its own programs are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees
- (D) CCFI agrees that the City has the right of first refusal for any dates or times that the Center is open and not being used by CCFI for its programming. The City will require full use of the Center every July 3, 4 and 5th during the term of this contract. It is further agreed that should the City receive a third-party request to

Contract No. K-2324-74

use the facilities, CCFI shall make a reasonable effort to accommodate said request, and said approval shall not to be unreasonably withheld by CCFI.

- (E) CCFI agrees that all agreements for third party use of the Center shall be designed to be financially beneficial to CCFI and that a copy of all such agreements shall be provided to the City upon request.
- (F) It is understood that CCFI may charge a light fee to any group which is requesting light usage of the Center. It is also understood that CCFI may charge additional fees in an amount to recover any extra maintenance expenses which might be incurred by the event. CCFI agrees that all fees charged to third party agreements shall be applied consistently and be used for Boys and Girls Club programming or maintenance of the Center.
- (G) CCFI agrees that no officer or member of CCFI shall be allowed a commission, refund or rebate of any kind relative to the Boys and Girls Club programs or this contract.

(10) Recordkeeping and Reporting.

- (A) CCFI shall supply an annual report to the City Parks and Recreation Department and the Norman City Council prior to January 1st of each year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the preceding year. All detailed records shall be made available for review within ten days by CCFI upon request from the City of Norman. The annual report shall also include the following:
 - 1. Narrative of all programs and activities offered by Boys and Girls Club
 - 2. Organization mission statement and goals
 - 3. Fee structure
 - 4. Number of scholarships
 - 5. Age of participants
 - 6. Breakdown of revenues and expenditures by category
 - 7. Disclosure of all commissions, refunds and rebates to the organization
 - 8. CCFI's beginning and ending fund balance related to the Center and its programs
 - 9. Annual CCFI budget for the Center including revenue, maintenance and operating and capital costs

Contract No. K-2324-74

10. Current record of officers, including who can authorize expenditures.

11. Names of those responsible for maintaining books and records

- (B) CCFI shall provide to the Parks and Recreation Department an estimated budget prior annually to be delivered within 30 days of CCFI budget adoption. The budgets shall include revenue and expenditure projections in the areas of programs, events, capital equipment and capital improvements.
 - (C) CCFI agrees to maintain all financial records associated with programming and events at the Center for a period of seven years. These financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant organization activity related to the Center. The financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.
 - (D) Proceeds from the operation of the Center shall be used for the operation, maintenance and improvement of the Center. The City of Norman Parks and Recreation Department shall review and report to Council annually that all necessary maintenance and improvements have been made to the Center and the surrounding grounds.
- (11) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities in Reaves Park and the Reaves Park Center, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.
- (12) Notice. Any notice provided pursuant to this Contract shall be mailed or delivered to such officer of the CCFI or other person as designated by CCFI. CCFI agrees to inform the City immediately after its annual election the names of its officers for the ensuing year the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be directed to the Director of the Parks and Recreation Department of the City of Norman.
- (13) Termination.
- (A) Either party shall have the right to cancel this contract for any reasons provided thirty (30) days written notice is provided. If the City is cancelling the contract, prior to the proposed effective date of cancellation, CCFI shall be afforded a hearing before the Board of Park Commissioners, if requested. The results of such

Contract No. K-2324-74

hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract

- (B) In the event this contract is cancelled, for any reason, CCFI shall have the right to remove any movable non-permanent improvements and/or structures provided or donated entirely by CCFI within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.
- (14) CCFI agrees further that it will not deny membership in such CCFI activities, programs, or events to any person on the basis of race, religion, color, creed, sex, sexual orientation or gender, marriage, age, ancestry or national origin.
- (15) This Agreement shall not be assigned by CCFI without prior written consent of the City of Norman, said consent not to be unreasonably withheld.
- (16) This contract is governed by the laws of the State of Oklahoma. The exclusive venue for any court action related to the terms of this contract shall be the District Court in and for Cleveland County, Oklahoma.

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Contract No. K-2324-74

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

CENTER FOR CHILDREN AND FAMILIES, INC.

BY: Melissa Simpson Klink
Melissa Simpson Klink, Chief Executive Officer

Before me, the undersigned, a Notary Public in and for said County and State, this 16 day of October, 2023, personally appeared Melissa Klink to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
04/26/2024

Sara Jane Delmonte
Notary Public
Commission #12004040

CITY OF NORMAN

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

City Attorney

By: _____
Mayor

ATTEST:

City Clerk

Sara Jane Delmonte
Notary Public
Oklahoma
Commission #12004040

Contract No. K-2324-74

EXHIBIT A

RESPONSIBILITIES OF
CENTER FOR CHILDREN AND FAMILIES, INC.

1. Maintain landscaping and lawns on the property adjacent to Reaves Park Center, as shown on the attached map, to include watering.
2. Mow lawns on a weekly basis as weather allows.
3. Ensure that all participants have proper and necessary safety equipment to participate in programs in a safe manner.
4. Maintain any existing watering system and monitor for leaks, if applicable.
5. Pick up trash on a daily basis in complex and common areas around Reaves Park Center and within the Center.
6. Make minor repairs and maintenance to the Center, including painting and other necessary repairs.
7. Pay the electrical cost of the Reaves Park Center for 10 months out of the year (excluding April and July).
8. Work with Community Organizations and the City in coordinating other uses of the Reaves Park Center when the Boys and Girls Club events are not being held within the Center.

Contract No. K-2324-74

EXHIBIT B

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)

1. Mowing on surrounding areas of Reaves Park that are not part of the immediate Reaves Park Center grounds.
2. Major repairs and maintenance not caused by CCFI negligence.
3. Provide and pay for water usage at Reaves Park Center.
4. Clean up and remove any litter, trash, items leftover from City use of Center during the term of this contract.

File Attachments for Item:

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-80: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY TRANSFERRING \$37,609.76 FROM THE REIMBURSEMENTS-REFUNDS-MISCELLANEOUS GENERAL ACCOUNT TO BE USED FOR THE SENIOR WELLNESS CENTER PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/14/2023

REQUESTER: Jason Olsen, Director of Parks & Recreation

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-80: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY TRANSFERRING \$37,609.76 FROM THE REIMBURSEMENTS-REFUNDS-MISCELLANEOUS GENERAL ACCOUNT TO BE USED FOR THE SENIOR WELLNESS CENTER PROJECT.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over fifteen (15) years. The NORMAN FORWARD initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Wellness Village, off North Findlay Avenue. The new AWE will include an indoor, heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness classroom area; lounge and game rooms; both wet and dry craft areas; a small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

The property on which the AWE project is located is directly adjacent, to the east, of property owned by the Norman Regional Hospital Authority d/b/a Norman Regional Health System (NRHS) and subject to a long-term lease by NRHS to NEP Norman, LP ("NEP Parcel"). As a long-term ground lessee, NEP has constructed a structure on the NEP Parcel and coordinated with the City of Norman regarding construction of a fire circulation drive for the joint use and benefit of the City Parcel and NEP Parcel.

On October 10, 2023, the City Council approved Contract K-2324-84 Compensation Agreement with NEP Norman, LP for AWE Center Fire Circulation Drive Construction. The Agreement provided that NEP is responsible to pay fifty percent (50%) of the construction cost associated with the portion of the Fire Circulation Drive that sits on the City Parcel. NEP's share of the

construction cost under the Agreement was \$37,609.76. The City deposited these funds in the General Fund revenue account Reimbursements-Refunds-Miscellaneous General (Account 109-365251). An appropriation is needed to move the funds into the AWE project budget.

RECOMMENDATION:

City Staff recommends approval of R-2324-80 to transfer the funds of \$37,609.76 from revenue account Reimbursements-Refunds-Miscellaneous General (Account 109-365251) to the Norman Forward Fund, Senior Wellness Center Project, Construction account (51793365-46101; Project NFP111) for use in the AWE project budget.

Resolution

R-2324-80

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND NORMAN MUNICIPAL AUTHORITY, TRANSFERRING \$37,609.76 FROM THE REIMBURSEMENTS-REFUNDS-MISCELLANEOUS GENERAL ACCOUNT TO BE USED FOR THE SENIOR WELLNESS CENTER PROJECT.

- § 1. WHEREAS, in October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over fifteen (15) years; and
- § 2. WHEREAS, after ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE); and
- § 3. WHEREAS, the property on which the AWE project is located is directly adjacent, to the east, of property owned by the Norman Regional Hospital Authority d/b/a Norman Regional Health System (NRHS) and subject to a long-term lease by NRHS to NEP Norman, LP ("NEP Parcel"); and
- § 4. WHEREAS, as a long-term ground lessee, NEP has constructed a structure on the NEP Parcel and coordinated with the City of Norman regarding construction of a fire circulation drive for the joint use and would benefit both parties and that the NEP would be responsible for fifty percent (50%) of the construction costs; and
- § 5. WHEREAS, on October 10, 2023, the City Council approved Contract K-2324-84 a Compensation Agreement with NEP Norman, LP for AWE Center Fire Circulation Drive Construction and \$37,609.76 were deposited in the General Fund revenue account Reimbursements-Refunds-Miscellaneous General account.

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

- § 6. That the following appropriation of funds be approved for the reason as stated above.

<u>Account Name</u> (Gaining Account)	<u>Losing Account</u>	<u>Gaining Account</u> <u>Number</u>	<u>Amount</u>
NORMAN FORWARD Fund, Senior Wellness Center Project, Construction	Reimbursements-Refunds- Miscellaneous General (109-365251)	51793365-46101; Project NFP111	\$37,609.76

PASSED AND ADOPTED this 14th day of November, 2023

ATTEST:

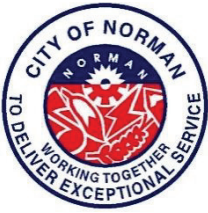
Mayor/Chairman

City Clerk/Secretary



File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-72: BY AND BETWEEN THE CITY OF NORMAN AND ESKIMO SNO INC., D/B/A BEANSTALK COFFEE AND SNO, FOR BEANSTALK COFFEE AND SNO TO BE THE CONCESSIONAIRE PARTNER AND OPERATOR OF THE CONCESSION SPACE INSIDE THE YOUNG FAMILY ATHLETIC CENTER, 2201 TRAE YOUNG DRIVE, NORMAN, OKLAHOMA.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/12/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: AshLynn Wilkerson, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-72: BY AND BETWEEN THE CITY OF NORMAN AND ESKIMO SNO INC., D/B/A BEANSTALK COFFEE AND SNO, FOR BEANSTALK COFFEE AND SNO TO BE THE CONCESSIONAIRE PARTNER AND OPERATOR OF THE CONCESSION SPACE INSIDE THE YOUNG FAMILY ATHLETIC CENTER, 2201 TRAE YOUNG DRIVE, NORMAN, OKLAHOMA.

BACKGROUND:

In October 2015, Norman voters approved the \$150 million, 15-year Norman Forward Sales Tax initiative. The Norman Forward Initiative outlined various citywide projects to improve the quality of life for the citizens of Norman. This 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 in 2018 into one more extensive project, to be located at the southeast corner of 24th Avenue NW and Rock Creek Road in the University North Park development. 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.

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 June 12, 2023, The Parks and Recreation Department solicited proposals (RFP-2324-10) for a local organization to be a Concessionaire Partner at the YFAC. This Concessionaire

Partner will operate and manage the concession space inside the YFAC and remit a monthly lease payment and some profit sharing in exchange for such operation. Beanstalk Coffee and Sno was the only entity to submit a proposal before RFP-2324-10 closed on July 21, 2023. The proposal selection panel interviewed Beanstalk and decided to move forward with negotiations for Beanstalk to be the Concessionaire Partner at the YFAC.

The agenda item is the recommended approval of a concession agreement with Beanstalk to operate and manage the concession space inside the YFAC. The contract is to begin on January 1, 2024, and extend for a one year term, to automatically renew annually for a maximum contract term of five years. Beanstalk will operate the concession space and act as one provider of catering services for events held at the YFAC. Beanstalk's hours of operation are designed around the NRHS clinic hours and the event calendar at the YFAC to maximize profits of the concession space. The City is to receive \$35 per square foot as a lease payment, with the annual lease total to be \$40,250, in addition to 2% of its gross receipts from the operation of the Concession Space and any Catering Event or other special event held at the YFAC, both of which are to be remitted to the City on a monthly basis. The City also retains all "pour rights" at the YFAC and thereby is the sole entity to collect revenues from such rights, for example, deals with Coca-Cola and Body Armor.

RECOMMENDATION:

Staff recommends the approval of Contract K-2324-72 between the City of Norman and Eskimo Sno Inc. d/b/a, Beanstalk Coffee and Sno, for Beanstalk to be the Concessionaire Partner and operator of the concession space inside the YFAC.

YFAC CONCESSION AGREEMENT

This Agreement is a contract, made and entered into this 8 day of December, 2023, by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Concessionaire Partner, Eskimo Sno Inc., dba Beanstalk Coffee and Sno, a for profit corporation, hereinafter called "Beanstalk."

WITNESSETH:

WHEREAS, the City is the owner of property in Cleveland County, Oklahoma, known as The Young Family Athletic Center (YFAC), for the purpose of enriching the quality of life and health through competition and recreational leisure in a safe, fun, and family environment, and

WHEREAS, the City issued a Request for Proposal (RFP No. 2324-10) to solicit an operator to provide food and beverage services at the café located inside the YFAC, and

WHEREAS, Beanstalk responded to the City's RFP with a proposal that satisfied the qualifications of the RFP, and

WHEREAS, the City has chosen Beanstalk to be the Concessionaire Partner at the YFAC and now desires to enter into this Concession Agreement.

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

1. CONCESSION OPERATIONS:

- A) The City grants to Beanstalk the right, privilege and obligation to occupy, equip, and maintain a café located in the YFAC, with a total square footage of 1,150 sq.ft., as depicted on the floor plan attached as Exhibit A (the "Concession Space"). Notwithstanding, the City shall retain all pouring rights at the YFAC and will be the sole entity to collect all contract revenues from the exercise of such rights. Beanstalk shall be entitled to collect any rebate amounts from the City's pouring rights. "Pouring rights" shall be defined as the right to make available, sell, dispense and serve food and beverage products during events held at the YFAC, which may or may not be to the exclusion of other food and beverage vendors at the YFAC. The City shall be responsible for furnishing the public lounge area, but Beanstalk shall be responsible for furnishing and equipping the Concession Space with needed equipment and materials for its operations in the Concession Space, with all improvements to the Concession Space to be approved by the City. Beanstalk accepts the Concession Space in "as is" condition and containing whatever appurtenances that may be contained therein or thereon. The City makes no warranty of any kind of fitness for intended use of said facility or appurtenances.
- B) Beanstalk's standard hours of operation shall reflect and comply with the operating hours of the YFAC and any special events held at the YFAC. Beanstalk must also

operate the Concession Space during the hours the Norman Regional Health System (NRHS) Clinic is in operation (8am to 5pm daily). The City shall post Beanstalk's standard hours of operation in a public location. Beanstalk must submit changes to its hours of operation to the Director of Parks and Recreation, such changes only to come into effect with approval of the Director. Beanstalk may operate the Concession Space outside its standard hours of operation for any special events or Catering Events that have been approved by the City.

C) Beanstalk's Responsibilities for Operation:

- i. Beanstalk shall have full and complete control over the operation of the Concession Space, subject only to the obligations of this Agreement and applicable law.
- ii. The menu for the Concession Space and Catering Events shall be the responsibility of Beanstalk, but the City reserves the right to request menu items. Beanstalk agrees that there shall be no sale or advertising of any tobacco products at the Concession Space or any Catering Events. The prices charged by Beanstalk for the Concession Space and Catering Events shall at all times be reasonable and subject to approval of the City.
- iii. Beanstalk may bring in food trucks for special events or Catering Events only with the approval of the City.
- iv. Beanstalk may serve alcohol for special events or Catering Events only with the approval of the City.
- v. Beanstalk shall be responsible for securing the premises of the Concession Space during operating hours.
- vi. Beanstalk shall be responsible for maintaining the Concession Space, including the public lounge area, in a clean and sanitary manner at all times during operation, including but not limited to keeping all trash bagged properly and away from public view in designated holding areas, sanitizing tables and chairs, and sweeping and cleaning food and beverage spills in the public lounge area.
- vii. Beanstalk shall be responsible for maintenance and repairs to equipment, fixtures and/or personal items it has provided and is responsible for in the Concession Space.
- viii. Beanstalk shall be responsible for sending an authorized representative to monthly YFAC operators' meetings held by the City.

D) The City's Responsibilities for Operation:

- i. The City, through YFAC staff, shall maintain security at the YFAC and shall assist Beanstalk with any security issues that may arise as requested by Beanstalk.
- ii. The City, through YFAC staff, shall be responsible for removing trash from designated holding areas to the dumpsters as needed throughout operating hours. The City, through YFAC staff, shall also be responsible for exterior cleaning and maintenance.
- iii. The City shall be responsible for building maintenance and will provide needed repairs to electrical, HVAC, plumbing, or structure.
- iv. The City shall assist Beanstalk in their promotion of its operation of the

v. The City shall provide building access cards to Beanstalk for its employees' entry into the YFAC, with Beanstalk to be responsible for any costs associated with lost and/or replacement access cards.

E) Beanstalk agrees that its operation of the Concession Space shall at all times comply with: 1) the YFAC Facilities Policy Manual, and any revisions that may be made by the City from time to time, attached hereto as Exhibit B and incorporated herein; 2) all applicable federal, state, and local laws and regulations governing food service establishments and any associated licenses and permits necessary for the operation of a food service establishment; 3) the highest practicable standards of sanitation, complying with all laws of the State of Oklahoma, with all rules and regulations of the State Board of Public Health; and 4) regulations promulgated by ABLE for any events where alcohol is served.

2. **CATERING:** Beanstalk has the right to provide catering services for events held at the YFAC (“Catering Events”) and shall have the right of first refusal for such Catering Events, but shall not be the sole catering provider at the YFAC. Notice to Beanstalk of Catering Events shall be provided as described below. Beanstalk shall have ten (10) days to accept or refuse Catering Events following such notice. In the event of rejection or a failure to accept within the ten (10) days, the party requesting catering is free to utilize another catering service for its event. Beanstalk agrees that the City is exempt from this right of first refusal as well as using Beanstalk as a catering provider for City events.

A) For Catering Events provided to third-parties, the City shall provide a monthly calendar of events to be held at the YFAC, providing prompt notice of any subsequent change of events for the month, if applicable, for Beanstalk to coordinate Catering Events with third-parties. Beanstalk shall have the sole responsibility for communicating and organizing any Catering Events with third-parties.

3. **TERM:** The term of this Agreement shall commence on January 1st, 2024 and continue until December 31st, 2024. This Agreement shall renew automatically on an annual basis, beginning on January 1 of each year, unless terminated pursuant to the provisions set forth herein, for a maximum contract term of five (5) years.

4. **REVENUE SHARING DURING TERM:** Beanstalk agrees that in exchange for the operation of the Concession Space, it will remit to the City \$35 per square foot as a lease payment, with the first annual lease total to be \$40,250. The lease payments for the first term of this Agreement shall begin on March 1, 2024, all subsequent renewal terms shall begin on January 1 of each renewal year. Beanstalk understands and agrees that such lease payment is subject to change upon each annual contract renewal to reflect the amount determined to be the then current rate for leasing commercial space in the University North Park area of Norman, Oklahoma. Beanstalk also agrees to remit to the City 2% of its gross receipts from the operation of the Concession Space and any Catering Event or other special event held at the YFAC. The 2% gross receipts payments for the first term of this Agreement shall begin on the first day of operations of the Concession space, all subsequent renewal terms shall begin on January 1 of

each renewal year. Both payments are to be remitted to the City on a monthly basis and are to be supported by documentation showing all gross receipts received by Beanstalk from its operations at the YFAC for the corresponding month, with Beanstalk's Square report to suffice as a proper method of documentation.

5. **UTILITIES:** The City shall furnish all heat and cooling for the Concession Space and all water, electricity and gas necessary in the operation of the Concession Space. Public Wi-Fi will be available at the YFAC.
6. **SIGNAGE AND MARKETING:** The City shall provide appropriate indoor facility space for identifying and marketing signage provided by Beanstalk, such as signage space on the windows of the YFAC and/or digital signage, with such signage being subject to the approval of the City. The City also agrees to provide outdoor signage space at the intersection of 24th Avenue NW and W Rock Creek Road, at Beanstalk's own expense.
7. **REMOVAL OF EQUIPMENT:** Beanstalk shall retain title to and shall remove at its sole cost, upon expiration or termination of this Agreement, all of Beanstalk's equipment, defined as follows: any equipment, apparatus, machinery, signs, furnishings, trade fixtures and personal property provided and installed by Beanstalk and used in the operation of their business but shall not include any fixtures installed by City prior to Beanstalk's use of the Concession Space.
8. **RECORDKEEPING AND REPORTING:** Beanstalk shall supply an annual report to the Director of the City of Norman's Parks and Recreation Department and the Norman City Council within forty-five (45) days of the end of each annual contract term. The annual report shall include a summary of all activity, along with revenue and expenditure summaries for Beanstalk's operation of the Concession Space for the preceding year. In addition to the annual report, Beanstalk shall also supply all corroborating records of gross receipts monthly as described in Section 4 of this Agreement. All detailed records associated with the operation of the Concession Space shall be made available for review within ten (10) days by Beanstalk upon request from the City. Beanstalk agrees to maintain all financial records associated with the operation of the Concession Space for a period of seven (7) years. These financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant operation activity. The financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.
9. **INSURANCE:** Beanstalk shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Beanstalk's operation of the Concession Space, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Beanstalk shall furnish a certificate to the effect that such insurance shall not be changed or

cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Beanstalk, to wit:

- A) Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Beanstalk's employees and subcontractors, working at the YFAC, with the subcontractors to also provide the same.
- B) Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:
 - i. \$25,000 for loss of property arising out of a single act or occurrence.
 - ii. \$125,000 per person for any other loss arising out of a single act or occurrence.
 - iii. \$1,000,000 for any number of claims arising out of a single act or occurrence.

10. INDEMNIFICATION: Beanstalk agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Beanstalk's, its agents or employees operation of the Concession Space; provided, however, that Beanstalk shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Beanstalk shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Beanstalk's acts, omissions or operations under or in connection with this Agreement or Beanstalk's operation of the Concession Space. Further, the City shall not be liable or responsible to Beanstalk for any loss or damage to any property or person occasioned by a third party or any Force Majeure event. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Agreement.

11. TERMINATION:

- A) *For Cause:* This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement. The defaulting party shall have ninety (90) days after written notice is given, specifying the event of default under the Agreement, to cure the default. If the default is not cured to the complete satisfaction of the non-defaulting party, such party may terminate the Agreement.
- B) *For Convenience:* The City may terminate this agreement for any reason upon sixty (60) days written notice to Beanstalk.
- C) *Appeal:* Beanstalk shall be afforded a hearing before the Board of Park Commissioners if requested within ten (10) business days following notice of termination. The results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract.

- 12. FORCE MAJEURE:** Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events.
- 13. RIGHT TO ENTER:** The City and its authorized agents or employees shall have the right to enter the Concession Space at any reasonable time and as often as necessary in the City's judgment to inspect and examine the Concession Space, to make and perform needed improvements and/or repairs, and to comply with applicable laws, ordinances, rules, orders or other governmental regulations. The City reserves the right to close down the Concession Space without notice in the event an emergency repair is deemed necessary by the City.
- 14. SURRENDER OF POSSESSION:** Beanstalk agrees to surrender possession of the Concession Space to the City at the expiration or termination of this Agreement, or upon the expiration of any renewal, in as good repair and condition as when Beanstalk obtained the Concession Space excepting only ordinary wear and tear and decay, or damage caused by any Force Majeure event. Upon expiration or termination of this Agreement, Beanstalk shall remove all of its furniture, fixtures and other personal effects from the Concession Space. In the event Beanstalk does not remove all of its furniture, fixtures, and other personal effects from the Concession Space upon expiration or termination of this Agreement, the City may take possession of such items and utilize or dispose of them in the City's sole discretion without any liability to Beanstalk.
- 15. NOTICE:** Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

Jason Olsen
Director of Parks and Recreation
225 N. Webster Ave.
Norman, OK 73070

Beanstalk:

Jennii Buendia
Owner/President
3408 36th Ave NW Ste 124, Norman, OK 73072

16. MISCELLANEOUS:

- A) *Counterparts:* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- B) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining

provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

- C) *Governing Law; Venue*: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
- D) *Binding Effect*: All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- E) *Authority*: Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein
- F) *Relationship of Parties*: This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other.
- G) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.
- H) *Assignment*: This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.
- I) *Non-waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
- J) *Nondiscrimination*: Beanstalk agrees further that it will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

[Signatures on following page]

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

BEANSTALK

BY: Jennii Buendia

Owner

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)

ss:

K-2324-72

COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for the State of Oklahoma, on this 8th day of December, 2023, personally appeared Jennii Buendia, to me known to be the identical person who subscribed their names to the foregoing instrument as their free act and voluntary deed for the uses and purposes therein set forth.

Karla Sitton
NOTARY PUBLIC

My Commission No. 23000364 Expires January 9, 2027 [SEAL]



CITY OF NORMAN

APPROVED this _____ day of _____, 2023, by the Norman City Council.

Larry Heikkila, MAYOR

ATTEST:

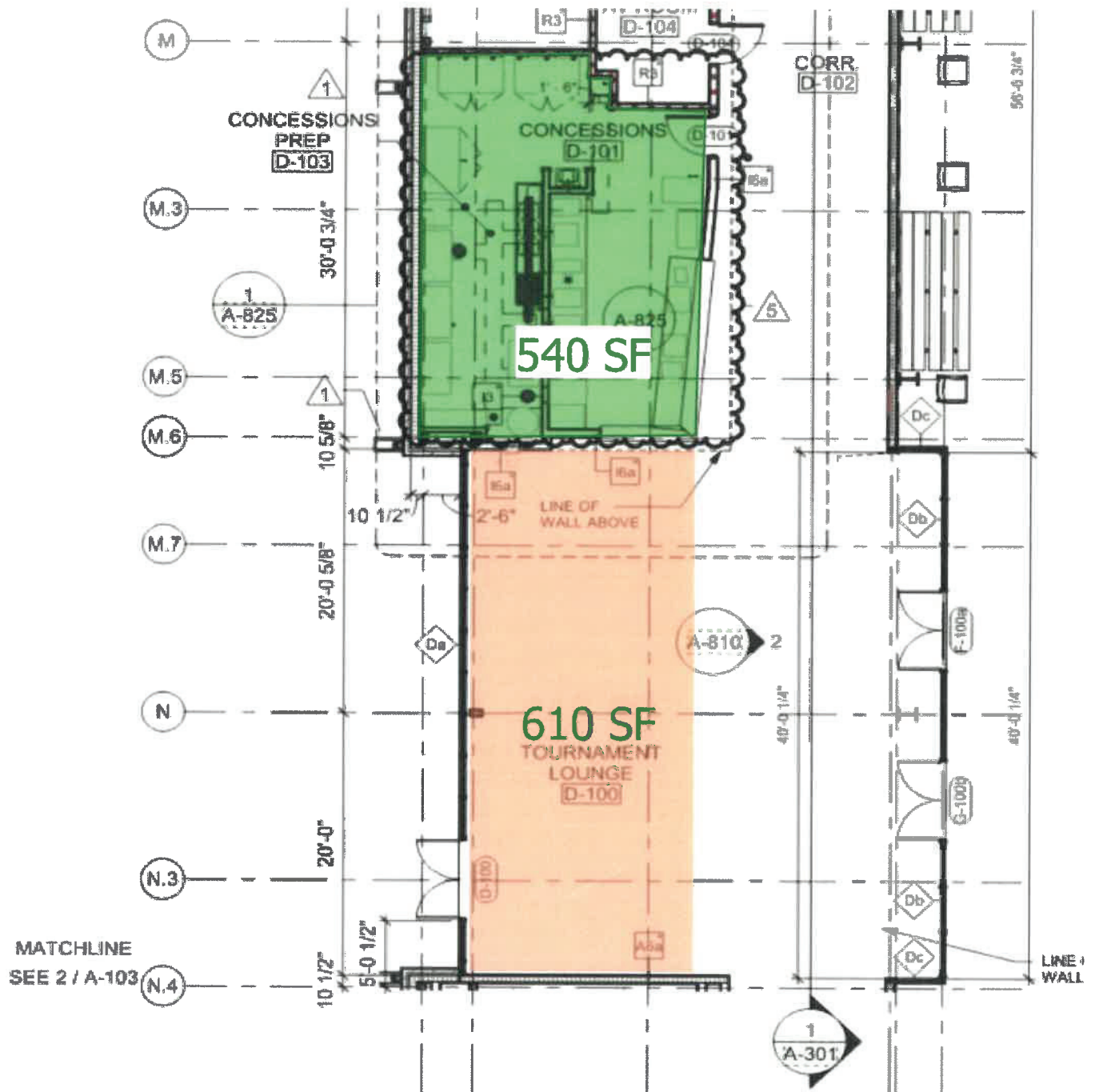
Brenda Hall, City Clerk

APPROVED as to form and legality this 8th day of December, 2023.

[Signature]
CITY ATTORNEY

EXHIBIT A

K-2324-72



1 GROUND FLOOR PLAN - SECTOR D

SCALE: 1/8" = 1'-0"

EXHIBIT B

Introduction and Purpose

The Young Family Athletic Center (YFAC) is owned and operated by the City of Norman Parks and Recreation Department. The YFAC has eight (8) basketball courts, twelve (12) volleyball courts, an eight (8) lane 25-meter competition pool, and a four (4) lane recreation pool. Norman Regional Hospital Systems (NRHS) will perform sports medicine with Ortho Central and N-Motion clinics inside the YFAC.

Authority of the Director of Parks and Recreation

The Director of Parks and Recreation (the “Director”) sets the pricing schedule and fees, which will be reviewed annually and updated on the recommendation of the Norman Board of Park Commissioners.

The Director can also enter into an agreement on behalf of the City of Norman with a Community/Operational partner annually for the rental of the YFAC for events, practices, or meetings. Community/Operational Partner Agreements will be reviewed annually by the Norman Board of Park Commissioners.

The Director will set the Fee Schedule, which includes membership and day pass costs, rental and event fees, and other general fees associated with access to the YFAC. The Fee Schedule will be set based on recommendations from the Norman Board of Park Commissioners.

The Director is responsible for entering into sponsorship or marketing agreements with businesses/groups at the YFAC on behalf of the City of Norman. Marketing and Sponsorship agreements will be reviewed annually by the Norman Board of Park Commissioners.

Any update or change to the YFAC Booking & Sponsorship Policies must be at the Recommendation of the Norman Board of Park Commissioners and approved by the Norman City Manager.

YFAC Mission

- The mission of the Young Family Athletic Center (YFAC) is to enrich the quality of life and health through competition and recreational leisure through sports, aquatics, fitness, special events, and various activities in a safe, fun, and family environment.

Definitions

1. **Fee Schedule** –The cost table showing the fixed costs for the public to use or rent the YFAC. The Director sets the Fee Schedule on the Norman Board of Parks Commissioners' recommendations. (Exhibit B)
2. **Community/Operational Partner** – A community/operational partner will be defined at the YFAC as a School, Sports Club, or local non-profit that fits in the mission of the YFAC and will be allowed to enter into annual agreements with the Parks and Recreation Department. The Parks and Recreation Department will keep a Community/Operational Partners list. The partners will be recommended through the Norman Board of Park Commissioners and approved by the Director. (Exhibit B)
3. **Event Rental** – Event rental is for a person, group, business, or non-profit involving twenty-five (25) or more people using the Athletic or Aquatics areas for athletic competition, banquet, concert, or other miscellaneous event.

- 4. Practice or Private Party Rental** – A practice or private party will be defined as a small group of people (twenty-five (25) or less) that use a section of the Athletic or Aquatic meeting room areas for either a practice or a small private party for a group, business, or non-profit.

YFAC Facility

The YFAC Facility is multi-purpose to meet the varied needs of the community. Portions of the Facility available for rent are listed below.

1. Multi-Sport Gymnasium
 - Basketball/Volleyball Courts – The YFAC can be configured for up to eight (8) basketball courts and/or twelve (12) volleyball courts with bleachers for each court
 - Tournament Office Space
 - Tournament Ticketing Window
2. Competition and Recreation Pools
 - Eight (8) lane 25-meter competition pool
 - Four (4) lane recreation pool
3. Women's Aquatic Locker Rooms
4. Men's Aquatic Locker Rooms
5. Aquatic Family Changing Rooms
6. Meeting Rooms
7. NRHS Clinic Space

Operating Hours & Serviceability ¹

The YFAC will be open to the public on non-holiday weeks a minimum of eighty (80) hours. The Parks and Recreation Department commits to have the center available for Norman residents for passive activities at an average of seventy (70) hours per week. The Parks Department and the YFAC will commit to have a minimum of one-hundred (100) hours of community open gym/swim annually for Norman residents at no cost by opening the facility to the public for scheduled open activity.

Operating Hours:	Monday – Friday	7:00 am – 9:00 pm
	Saturday	8:00 am – 6:00 pm
	Sundays	12:00 pm – 4:00 pm

Special Holiday Hours:	12:00 pm – 6:00 pm
	MLK Day, Memorial Day, Juneteenth, Labor Day

Holidays Closed:	New Years Day, Independence Day, Thanksgiving Day, Christmas Eve, and Christmas Day
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¹ Operating Hours & Serviceability added 11/2/23 & 12/7/23

1. Community/Operational Partner Rentals

Community/Operational Partners must enter into annual agreements that specify all YFAC spaces to be used, dates and times for usage, and fees to be paid. Such agreements shall set forth the reservation payment terms, insurance requirements, and any other applicable and reasonable term(s) related to the use of the YFAC by such Partner.

2. Event Rentals

- a. Reservations for the YFAC can be made up to two (2) years in advance for event rentals and must be made no less than fourteen (14) days before the event.
- b. Reservations are on a first-come, first-served basis. The YFAC/Parks and Recreation Department cannot guarantee a reservation until the rental is paid in full.
- c. To reserve dates as an event rental at the YFAC, a deposit of at least 20% must be paid when the facility is reserved. Without this, a reservation is not valid. Lessee must be at least eighteen (18) years old to enter into a contract. Signed agreements are binding.
- d. All rental fees, layouts, security forms, cleaning fees, deposits, sponsorship, and agreements with Norman Regional Hospital System (NRHS) for sports medicine or other additional costs associated with the event must be paid in full before the start of the rental per the terms of the contract.
- e. Admission fees proposed by Community/Operational Partners or for event rentals must be submitted and approved by the YFAC/Parks and Recreation Department when the rental agreement is submitted.
- f. Event times at the YFAC must end no later than 11:00 p.m. on Sunday-Thursday, with the YFAC completely vacated by midnight. Events must end by midnight on Friday & Saturday, with the building vacated by 1:00 a.m.
- g. Event rental fees are subject to different rental fees than practice or private party rentals.
- h. Alcohol can be approved at events with the written permission of the Director . Alcohol will not be allowed at youth events under any circumstances.
- i. Any event at the YFAC will require proof of insurance that reflects coverage for activities with one million-dollar liability insurance showing the City of Norman, Oklahoma, as a Certificate Holder or Additional Insured.
- j. AFTER PAYING ALL FEES, the YFAC/Parks & Recreation Department will issue a facility rental permit. The permit will be mailed or emailed. If the permittee pays in person at our downtown office, Parks and Recreation will provide a copy of the permit at purchase.
- k. Permits are issued only for the individual or organization whose name is on the permit. If a transfer is requested, the permittee must request an amendment with the YFAC/Parks & Recreation Department.
- l. The permittee should take a copy of the permit to their scheduled event in case of a conflict.

3. Private Practice or Private Party Rentals

- a. Reservation for practices/parties can be made up to one hundred and twenty (120) days in advance.
- b. Reservations must be scheduled during regular operating hours for the YFAC and are subject to availability.
- c. Each group is limited to a maximum of two (2) rentals per week.
- d. Any cancellations will be subject to the City's cancellation policy.
- e. If renting more than 50% of the lanes in the competition pool, renter will be required to rent the entire pool.
- f. Discounts for the meeting rooms are available if rented in tandem with the Multi-Purpose Gym or the Competition or Recreation Pools.

Payment Policy

- Payment can be made by cash, personal check, cashier's check, money order, or credit card.
- Payment for Events must be paid in full fourteen (14) days before the start of the rental.
- Payment for Private Practice or Private Party rentals is due at the time of booking.
- Personal checks cannot be accepted for reservations made less than fourteen (14) days before the rental date.
-

Cancellation Policy

All cancellations of contracted events must be submitted to the City in writing and will be subject to a cancellation fee that will be deducted from any refunded deposits.

- Reservation deposits will be forfeited in full if an event is canceled less than one hundred and eighty (180) days before the event.
- Reservation deposits will be forfeited in full if a practice or private party is canceled less than forty-eight (48) hours before the practice or private party.
- The YFAC/Parks and Recreation Department reserves the right to cancel any event, practice, or private party for any reason.
- Events, practices or private parties that the YFAC/Parks and Recreation Department cancels will be fully refunded to the lessor.

For Questions about this policy or to rent the YFAC, please contact the Young Family Athletic Center 405-321-9322 / YFAC@normanok.gov or the Norman Parks and Recreation Department at [405-366-5472](tel:405-366-5472) / ParksRec@normanok.gov.

EXHIBIT A

Memberships

Individual Annual Pass	Norman Resident	\$300	year
Family Annual Pass	Norman Resident	\$960	year
Individual Monthly Pass	Norman Resident	\$30	month
Family Monthly Pass	Norman Resident	\$100	month
Individual Annual Pass	Non-Resident	\$360	year
Family Annual Pass	Non-Resident	\$1,200	year
Individual Monthly Pass	Non-Resident	\$35	month
Family Monthly Pass	Non-Resident	\$120	month
Individual Annual Pass	SR/Vet/MIL/FR	\$300	year
Family Annual Pass	SR/Vet/MIL/FR	\$960	year
Individual Monthly Pass	SR/Vet/MIL/FR	\$30	month
Family Monthly Pass	SR/Vet/MIL/FR	\$100	month

Day Passes

Swimming Pass	Norman Resident	\$5	day
Multi-Sports	Norman Resident	\$5	day
Swimming Pass	Non-Resident	\$7	day
Multi-Sports	Non-Resident	\$7	day
Swimming Pass	SR/Vet/MIL/FR	\$5	day
Multi-Sports	SR/Vet/MIL/FR	\$5	day
Swimming Pass	Children 12 & U	\$3	day
Multi-Sports	Children 12 & U	\$3	day
Swimming Pass	Children 3 & U	FREE	day
Multi-Sports	Children 3 & U	FREE	day

Common Rentals

Basketball Court	1/2 Court	\$35	hour
Basketball Court Full Court	Full Court	\$70	hour
Volleyball Court	Per Court	\$70	hour
Pickleball Court	Per Court	\$45	hour
Conference Room	2 Hour Min	\$25	hour
Pool Lane Rental		\$25	hour
Recreation Pool	Min. 2 hours	\$150	hour
Competition Pool	Min. 2 hours	\$250	hour

Event Rentals*

Basketball Court	4 Hour Min	\$65-\$85	hour per/court
Volleyball Court	4 Hour Min	\$50-\$70	hour per/court
Pickleball	4 Hour Min	\$30-\$45	hour per/court
Full Gym (non athletic)	4 Hour Min	\$500-\$750	Full Facility
Full Pool Rental	4 Hour Min	\$500-\$750	Both Pools

SCHOOL PARTNER:

Norman Public Schools
131 South Flood Avenue
Norman, OK 73069

LOCAL YOUTH LEAGUE PARTNER:

Norman Optimist Club
1005 Lexington Avenue
Norman, OK 73069

TOURNAMENT PARTNER:

Santa Fe Family Life Center
6300 N Sante Fe Ave
OKC, OK 73118

BASKETBALL CLUB:

Trae Young Family Foundation
& Trae Young Basketball
2201 Trae Young Drive
Norman, OK 73069

SWIMMING CLUB:

Sooner Swim Club
1701 Asp Avenue
Norman, OK 73072

VOLLEYBALL CLUB:

TBD

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-102; A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SOURCE ONE FACILITY MAINTENANCE IN THE AMOUNT OF \$43,046 TO PROVIDE CUSTODIAL SERVICES FOR THE ADULT WELLNESS CENTER AND BUDGET APPROPRIATION FROM THE GENERAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/12/2023

REQUESTER: Lance Harper, Facilities and Construction Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-102;
A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SOURCE ONE FACILITY MAINTENANCE IN THE AMOUNT OF \$43,046 TO PROVIDE CUSTODIAL SERVICES FOR THE ADULT WELLNESS CENTER AND BUDGET APPROPRIATION FROM THE GENERAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Facility Maintenance division's janitorial staff consists of two full-time employees who are assigned daily duties with supply chain deliveries, cleaning inspections, and daily cleaning of needed areas on the main campus. As we no longer employ staff members to perform custodial cleaning, the facilities maintenance division has entered into month-to-month cleaning agreements with a custodial contractor to perform cleaning services at the City's main complex buildings A, B, and C.

In Spring 2022, a contract was signed to build the new Adult Wellness and Education Center (AWE) at 602 North Findlay Avenue. The AWE opened to the public in November of 2023. The Wellness Center is a 50,000-square-foot building with a spacious gym, indoor exercise pool, craft and art rooms, exercise classrooms, meeting rooms, and physical therapy rooms.

DISCUSSION:

Four proposals to provide custodial services for the AWE were received in the Parks and Recreation office through RFP- 2324-28 on November 1, 2023, from Source One, Capitol Cleaning, Central Janitorial, and Reliance Cleaning.

Proposals were reviewed and evaluated by Facility Maintenance staff based on experience providing similar services, references, cost, and overall ability to deliver specified services. After assessing each proposal, staff recommended the proposal submitted by Source One Facilities Maintenance. Source One is a full-service commercial janitorial cleaning company located in Tulsa with an office in the Oklahoma City metro. Source One is currently cleaning a MAPS 3 Wellness Center in Oklahoma City, First Oklahoma Bank in Tulsa, and Mid-Del Tech Center in Midwest City. References were checked, and positive reviews were provided for Source One's

work. The proposal submitted by Source One includes a base fee of \$3,588 per month plus per-occurrence fees for deep cleaning of floors and windows. The FYE 2024 budget does not include funding for this facility's services. Staff will request a recurring budget increase to cover the total contract amount during the FYE 25 budget process.

RECOMMENDATION 1:

Staff recommends appropriating \$43,056 from the General Fund Balance (account 10-29000) to the Facility Administration Miscellaneous Services-Other account (10770430-44799).

RECOMMENDATION 2:

Staff recommends approval of Contract K-2324-102 in the amount of \$43,056 with Source One Facility Maintenance to provide custodial services for the Adult Wellness Center.

AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES
FOR THE CITY OF NORMAN WELLNESS CENTER

This Agreement is entered into between The City of Norman ("CITY") and Source One Facility Maintenance Services, Inc. ("Source One") for the following reasons:

1. The CITY requires custodial services ("Services") for the City of Norman Wellness Center located at 602 N. Findlay Ave, Norman, Oklahoma 73071; and,
2. Source One is prepared to provide the Services as outlined in the proposal submitted November 1, 2023, as Exhibit "A" to this Agreement included herein and made a part hereof.

In consideration of the promises contained in this Agreement, CITY and Source One agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 1st day of January, 2024 and shall extend until January 1, 2025. The terms and provisions of this contract may be extended by mutual agreements of the parties for four (4) additional twelve (12) month periods unless the contract amount changes and only after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma. Any actions brought under the terms of this Agreement shall be heard in the United States District Court for the Western District of Oklahoma or in the District Court of Cleveland County, Oklahoma.

ARTICLE 3 – PERFORMANCE AND STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services, "Option 2" allocating for 6 days per week at 7.5 hours per night for a total price per month of \$3,588.00 as further described in Exhibit "A". In terms of the standard of excellence, 100% excellence in compliance and in the work performed shall be the goal.

ARTICLE 4 – INDEMNIFICATION AND LIABILITY

Indemnification. Source One agrees to defend, indemnify, and hold harmless the CITY, its officers, servants, and employees, from and against any and all liability, loss, damage, cost and expense (including attorney's fees and accountants fees) caused by an error, omission, or negligent act of Source One in the performance of Services under this Agreement. The CITY agrees to defend, indemnify and hold harmless Source One, its officers, servants and employees, from and against any all liability, loss, damage, cost and expense (including attorney's fees and accounts' fees) caused by an error, omission, or negligent act of the CITY in the performance of Services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Source One and the CITY each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by the CITY or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by Source One shall not in any event be deemed a waiver of any action, right, or remedy otherwise available to the CITY under Oklahoma law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 5 – INSURANCE

During the performance of the Services under this Agreement, Source One shall maintain Worker's Compensation insurance in accordance with State Laws and Employer's Liability insurance in the following amount, pursuant to State Law:

- (a) Property Damage Liability. —Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- (b) All Other Liability—In an amount not less than one hundred twenty five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence of Accident Liability—in an amount not less than one million dollars (1,000,000.00) for any number of claims arising out of a single occurrence or accident.

This insurance policies shall be issued by a company approved by the City of Norman. The CITY shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) business day's prior written notice to the CITY. Certificates of Insurance shall be delivered to the CITY prior to the commencement of the Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated by either party upon thirty (30) day written notice to the other party.

ARTICLE 7 – NOTICES

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

CITY:

Lance Harper
Facility and Construction Manager
City of Norman P.O. Box 370
Norman, OK 73070 405-779-6525

Source One:

Cliff Litchfield
Director of Sales and Operations
5424 S 99th E. Ave
Tulsa, Ok 74716
918-551-6300

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of CITY and Source One.

ARTICLE 8 – DISPUTES

In the event of a dispute between CITY and Source One arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

ARTICLE 9 –NONDISCRIMINATION

Source One agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

ARTICLE 10 – NON-WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity. Further, any waiver by either CITY or Source One of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other further breach.

ARTICLE 11 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement, including Exhibit "A", the proposal submitted by Source One on November 1st, 2023, incorporated by reference, represents the entire and integrated agreement between CITY and Source One. It supersedes all prior and contemporaneous communications, representations, and agreements, wither oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 12 – SEVERABILITY

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

ARTICLE 13 – ASSIGNMENT

Neither CITY nor Source One shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 14 – NO THIRD PARTY RIGHTS

The services provided for in this Agreement are for the sole use and benefit of CITY and Source One. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and Source One.

ARTICLE 15 – BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the CITY and Source One, have executed this Agreement,

Dated this _____ day of _____ 202__

The City of Norman:

Signature: _____


Name: _____

Title: _____

Date: _____

Attest: _____
City Clerk

Approved as to form and legality this 7th day of December 2023



City Attorney

Source One Management Services, Inc.:

Signature:  _____

Name: Mark Ferrell

Title: CHIEF OPERATING OFFICER

STATE OF OKLAHOMA SS: COUNTY OF Tulsa

Before me, the undersigned, a Notary Public in and for said County and State, On this 20 day of November 2023, personally appeared Mark Ferrell to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as his free and voluntary act and deed for the sue and purposes therein set forth.

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

Notary Public:  _____

My commission: Expires 01-30-2027
#23001459

CLIFFORD N LITCHFIELD
Notary Public, State of Oklahoma
Commission # 23001459
My Commission Expires 01-30-2027

EXHIBIT A



Lance,

I am writing to express our strong interest in the Janitorial Services Request for Proposal (RFP-2324-28) for the New Adult Wellness Center. SourceOne is committed to delivering top-notch janitorial services that not only meet but exceed your expectations.

With over 20 years of experience in the janitorial services industry, we have built a solid reputation for providing comprehensive and cost-effective solutions. Our team is dedicated to maintaining a clean, safe, and welcoming environment for your organization. We understand that cleanliness is crucial for the well-being of your employees and visitors.

Our proposal will include a detailed plan for:

1. **Cleaning Services:** We will outline the cleaning schedule, methods, and techniques we will employ to ensure that your facility remains spotless and sanitary.
2. **Trained Staff:** Our skilled and trained janitorial staff will be well-versed in best practices and safety protocols to ensure the highest quality service.
3. **Quality Assurance:** We have rigorous quality control measures in place to ensure consistency and satisfaction. Regular inspections and customer feedback will be part of our approach.
4. **Sustainability:** Source is dedicated to environmental sustainability. We will detail our eco-friendly cleaning practices and the products we use to minimize our environmental footprint wherever possible.
5. **Pricing and Cost Structure:** Our proposal will provide transparent pricing and a clear breakdown of costs to help you understand the value we offer.
6. **References:** We will include references from our satisfied clients to demonstrate our track record.
7. **Insurance and Compliance:** We will provide proof of insurance and compliance with all relevant regulations.

We are confident that our proposal will demonstrate our commitment to providing exceptional janitorial services tailored to your needs. Our aim is to establish a long-term partnership with the City of Norman and contribute to the success of your operations.

Thank you for considering our proposal. We look forward to the opportunity to discuss our janitorial services in more detail and address any questions or concerns you may have. Please feel free to contact me at 918-551-6300 or via email at Cliff.Litchfield@sourceone-usa.com.

Sincerely,

Tulsa
(918) 551-6300

SOURCEONE Management Services, Inc.
5424 South 99th East Ave
Tulsa, OK 74146
(918) 551-6302 fax

OKC
(405) 753-4144



RFP-2324-28

Janitorial services for this RFP encompass a wide range of cleaning tasks and responsibilities. SourceOne will be:

1. **Sweeping and Mopping:** Janitors sweep and mop floors to remove dirt, dust, and debris. This includes hard floors in lobbies, hallways, and common areas. This service to be performed daily.
2. **Vacuuming:** Carpets are regularly vacuumed to remove dirt, dust, and allergens. This helps maintain the appearance and cleanliness of the carpeted areas. This service to be performed daily.
3. **Dusting:** Janitors dust surfaces such as desks, shelves, windowsills, and other flat surfaces to eliminate dust and keep them clean. This service to be performed daily.
4. **Trash Removal:** Emptying and replacing trash can liners and disposing of waste in designated bins. This service to be performed daily.
5. **Restroom Cleaning:** Thorough cleaning of restrooms includes disinfecting toilets, sinks, and fixtures, as well as refilling soap and paper towel dispensers. This service to be performed daily.
6. **Window Cleaning:** Janitors may clean and wipe down windows, mirrors, and glass surfaces to ensure they are free of streaks and smudges. Entrance Glass doors (inside and out) to be cleaner Daily, inside the building glass to be cleaned monthly unless otherwise requested or needed. Outside windows to be cleaned as directed by Facilities see the pricing section.
7. **Kitchen and Break Room Cleaning:** Cleaning and sanitizing kitchen and break room areas, including appliances, countertops, and tables, to maintain a clean and safe space for employees & guests. This service to be performed daily.
8. **Floor Care:** This can involve tasks like stripping and waxing hard floors to maintain their shine, and carpet cleaning to remove stains and refresh the appearance. Spot Carpet cleaning to be performed upon request, entire carpet areas to be extracted on an annual basis.

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9. **High-Dust Cleaning:** Removing dust and cobwebs from ceilings, vents, and other high or hard-to-reach areas. This service to be performed monthly below 9 feet.
10. **Disinfection:** In response to health concerns like COVID-19 or RSV, janitorial services may include enhanced disinfection of high-touch surfaces and common areas to reduce the risk of infection. This service to be performed on an as needed basis, some disinfection will be completed during the normal cleaning process however, we suggest the use of a Vital Oxide treatment in case of an outbreak.
11. **Specialized Cleaning:** Some facilities may require specialized cleaning, such as pool decks or locker rooms. These areas demand specific cleaning methods and protocols. Such as the spraying of the pool deck daily.
12. **Emergency Cleanup:** Janitors may be responsible for addressing spills, accidents, or other unforeseen cleaning needs as they arise. The service performed on an as needed basis.
13. **Supply Management:** Restocking and managing cleaning supplies, toiletries, and other consumables as necessary. This service performed daily.
14. **Outdoor Area Maintenance:** Depending on the facilities requirements, this may include tasks like picking up litter up to a certain distance from the entrances and emptying outside trash receptacles. This service performed daily.
15. **Regular Inspection and Quality Control:** Janitorial services will include routine inspections to ensure cleaning standards are met and maintained. Once a month with the facilities manager and weekly by a site manager from SourceOne, using our software *Clean Smarts* with reporting available in real time. Our site managers and cleaners are specifically trained to look for and report any building issue that is discovered.

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**Microbiological Testing Additional Information.**

Technology has been developed that will enable managers to measure the effectiveness of cleaning programs. APPA's custodial guidelines and levels of appearance were a quantum leap in an industry that up through the late 1980s demonstrated little interest in any form of industrial quality measurement in the field of custodial operations, especially as it related to appearance levels or levels of cleanliness. As we move to the future, new measurement technologies are available, such as the adenosine triphosphate (ATP) meter (see Figure 5). This meter identifies ATP on a surface. According to Robert W. Powitz, Ph.D, MPH, "ATP is the primary energy transfer molecule present in all living biological cells on earth—its measurement is a direct indication of biological activity. Simply stated: no biological contamination, no microbial growth." The advantage of the ATP meter over the traditional method of colony counts is that it provides data in real time (i.e., seconds instead of days) and at a low cost. This provides for immediate feedback and allows for quick corrective action as needed. Other measurement instruments are currently being used, such as handheld air-monitoring equipment, water quality monitoring meters, ultraviolet-revealing technology, and volatile organic compound measuring units.

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Figure 5. ATP Meter

- Moving toward cleaning the unseen.** During the past decade, custodial services has been barraged with increased expectations to prepare to respond to viral outbreaks or pandemics. This requires an increased level of sophistication on the part of the custodial services manager. Not only must custodial services respond to make surfaces visibly clean (i.e., remove dirt and trash), the expectation is that the invisible dirt or micro-organisms and bio-pathogens will also be removed. Custodial services is not just cleaning for appearances, but cleaning for health. To accomplish this, the

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manager will need to implement a systems approach to cleaning that uses best practices to clean facilities, and to measure the effectiveness of the cleaning program using a technologically sophisticated version of the old inspection process—the new process will measure the presence or absence of the unseen dirt. Such an approach uses scientific instrumentation to measure the effectiveness of the cleaning processes and requires the use of best practices, chemicals, and equipment to produce the final result: hygienically clean facilities, using processes and practices that address the philosophy of “cleaning for health.”

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SourceOne Facilities Management Call Tree for Emergency Services

1st David Rechter Site Manager

918-210-9806

david.rechter@sourceone-usa.com

2nd Cliff Litchfield Director of Operations

918-231-0123

cliff.litchfield@sourceone-usa.com

3rd Parker Ferrell Site Manager

918-625-9532

parker.ferrell@sourceone-usa.com

4th Ian Litchfield Inspector

405-630-4137

5th Mark Ferrell President

918-857-3388

mark.ferrell@sourceone-usa.com

Calls Answered 24 / 7

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OKC
(405) 753-4144



References

Cindi Stearns, Executive Director
Mid-Del Tech Center
 1621 Maple Drive
 Midwest City, OK. 73110
 405-739-1707 x 6384
estearns@mid-del.net

John McIntosh, SVP/Facilities & Security
First Oklahoma Bank
 100 South Riverside Drive
 Tulsa, OK. 74037
John.mcintosh@firstoklahomabank.com

Allen Granger, Director Facilities
CACI
 1224 Rex Madeira Road
 Lawton, OK. 73501
 580-678-2668
Allen.r.granger2.ctr@mail.mil

Chris Patuto, Facilities Manager
Community Care College
Oklahoma Technical College
Clary Sage College
 4242 South Sheridan
 Tulsa, OK. 74145
 918-610-0027
cpatuto@communitycarecollege.edu

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Pricing Details for:

City of Norman
Adult Wellness Center
602 N Findlay
Norman, OK 73069

RFP-2324-28

Option	Furnished S/F	Frequency	Man Hours per Night	Price/Month
Option 1	23,000	5 Days/Week	5.5	\$2,250.00
Option 2	23,000	5 Days/Week	7.5	\$2,940.00

Option 1 +	23,000	5 Days/Week	5.5	\$2,250.00
Day Porter	4 Hour Day Porter 5 Days/Week M-F			\$1,395.00
Opt 1 + Day Porter Total..:				\$3,645.00

Option 2 +	23,000	5 Days/Week	7.5	\$2,940.00
Day Porter	4 Hour Day Porter 5 Days/Week M-F			\$1,395.00
Opt 2 + Day Porter Total..:				\$4,335.00

Additional Services Upon Request	
Exterior Window Cleaning @ \$1,992.00/Event	
Carpet Extraction @ \$0.17/s.f.	
Strip & Refinish LVT @ \$0.35/s.f.	
Vital Oxide Disinfection @ \$0.08/s.f.	
Microbial Quarterly Testing @ \$1,295.00/Year	

Terms and Conditions:

- All services will be performed in accordance with industry standards and the specifications included in this proposal.
- Prices are subject to change upon agreement of renewal.
- Termination of the contract requires a 30 day written notice by either party.
- **Payment Terms:** Invoices are sent on the 1st of the following month of service provided and is due 15 days from invoice date.

AFFIDAVIT OF NON-COLLUSION

STATE OF OKLAHOMA)COUNTY OF TULSA)ss

Mark Ferrell, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Source One
Proposer

By: Mark Ferrell

Subscribed and sworn to before me on this 31 day of October, 2023

[Signature]
My Commission Expires 1-30-2027

CLIFFORD N LITCHFIELD
Notary Public, State of Oklahoma
Commission # 23001459
My Commission Expires 01-30-2027

Client:



Vendor:



Company Name

SourceOne Management Services, Inc.

Address

5424 S 99th E Ave

City, State Zip

Tulsa, OK 74129

Accepted by

Accepted by

Title

Title

Pricing Details for:

City of Norman
Adult Wellness Center
602 N Findlay
Norman, OK 73069

RFP-2324-28

Option	Furnished S/F	Frequency	Man Hours per Night	Price/Month
Option 1	23,000	6 Days/Week	5.5	\$2,726.00
Option 2	23,000	6 Days/Week	7.5	\$3,588.00

Additional Services Upon Request
Exterior Window Cleaning @ \$1,992.00/Event
Carpet Extraction @ \$0.17/s.f.
Strip & Refinish LVT @ \$0.35/s.f.
Vital Oxide Disinfection @ \$0.08/s.f.
Microbial Quarterly Testing @ \$1,295.00/Year

Terms and Conditions:

- All services will be performed in accordance with industry standards and the specifications included in this proposal.
- Prices are good on a month to month basis until a permanent PO is available.
- Prices are subject to change upon agreement of renewal.
- Termination of the contract requires a 30 day written notice by either party.
- **Payment Terms:** Invoices are sent on the 1st of the following month of service provided and is due 15 days from invoice date.

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-108: BY AND BETWEEN THE CITY OF NORMAN AND PAUL BAGLEY D/B/A DESIGN SILO LLC, IN THE AMOUNT OF \$175,000 FOR PUBLIC ART TO BE PLACED IN THE ROUNDABOUT AT JAMES GARNER AVENUE AND FLOOD AVENUE, NORMAN, OKLAHOMA.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/12/2023

REQUESTER: AshLynn Wilkerson, Assistant City Attorney I

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-108: BY AND BETWEEN THE CITY OF NORMAN AND PAUL BAGLEY D/B/A DESIGN SILO LLC, IN THE AMOUNT OF \$175,000 FOR PUBLIC ART TO BE PLACED IN THE ROUNDABOUT AT JAMES GARNER AVENUE AND FLOOD AVENUE, NORMAN, OKLAHOMA.

BACKGROUND:

On October 13, 2015, Norman Voters approved the \$150 million, 15-year, Norman Forward Sales Tax initiative. The program outlined various citywide projects to improve the quality of life for the residents of and visitors to Norman. One of these projects is the James Garner Avenue – Acres Street to Flood Avenue project. This project was to be allotted a budget from Norman Forward funds of \$6,000,000.

On November 8, 2016, the Norman City Council approved programming Resolution R-1617-49 requesting federal funds to extend James Garner Avenue from Acres Street to Flood Avenue. This Resolution states the City's commitment to adhere to the terms and conditions of a federally funded project. Through the Association of Central Oklahoma Governments (ACOG), the Oklahoma Department of Transportation (ODOT) agrees to provide 80% of the cost of construction with a 20% matching share from the City of Norman. In order to receive the federal funding, the City of Norman is required to enter into an agreement with ODOT to complete the design, acquire all rights-of-way and relocate existing utilities/encroachments at City's cost.

This Norman Forward street improvement project will create a new entry into downtown and will help alleviate traffic on both Flood Avenue and Porter Avenue. The scope of this project includes:

- Construction of a new two-lane extension of James Garner Avenue from Acres Street to Flood Avenue;
- New roadway bridge over Robinson Street;
- New two-lane modern roundabout intersection at Flood Avenue;
- Landscaping and Low Impact Development measures in roadway medians;
- Reconstruction and extension of a portion of the Legacy Trail to accommodate the new roadway;

- New lighting along the street and Legacy Trail;
- Reconstruction of local residential streets as necessary.

In March of 2017, the Norman City Council approved a design contract (K-1617-105) with Cabiness Engineering, in the amount of \$427,000, for the James Garner Avenue project from Acres Street to Flood Avenue, and Cabiness began preliminary design for the project.

On August 27, 2019, the Norman City Council approved Contract Amendment One for contract K-1617-105, between the City of Norman and Cabiness Engineering, in the amount of \$2,275, for the design of the James Garner Avenue project from Acres Street to Flood Avenue.

On March 23, 2021, the Norman City Council approved Contract Amendment Two for contract K-1617-105, between the City of Norman and Garver, LLC (as successor to Cabiness Engineering), in the amount of \$5,675, for the design of the James Garner Avenue project from Acres Street to Flood Avenue.

On January 26, 2022, the City of Norman purchased property north of Robinson Street from the Judith E. Drabek Foundation Trust, in the amount of \$81,936, for the construction of the James Garner Avenue Phase II-Acres Street to Flood Avenue Norman Forward Project.

On February 28, 2022, the City of Norman obtained property north of Robinson Street, from the University of Oklahoma, for the construction of the James Garner Avenue Phase II-Acres Street to Flood Avenue Norman Forward Project.

On April 12, 2022, the Norman City Council approved Contract Amendment Three for contract K-1617-105, between the City of Norman and Garver, LLC, in the amount of \$34,400, for the design of the James Garner Avenue Project from Acres Street to Flood Avenue.

On May 24, 2022, the Norman City Council accepted easement E-2122-65, establishing a roadway, sidewalk, and utility easement across the lands purchased for construction of the James Garner Phase II-Acres Street to Flood Avenue Norman Forward project.

On June 14, 2022, the City of Norman entered into a funding agreement with ODOT (Contract K-2122-135 & Resolution R-2122-129) for the James Garner Avenue-Acres Street to Flood Avenue Norman Forward project. The agreement split the project construction costs between City of Norman funds and federal funds administered by ODOT. The federal share was capped at \$4,825,733, leaving the City to pay \$1,664,597 based on the engineer's estimate at the time of the agreement.

On August 17, 2022, the City was invoiced by ODOT for its portion of the construction cost based on new estimates. The City's portion of construction at that time was estimated to be \$1,662,153. The City paid that amount, as invoiced, to ODOT per the project funding agreement from the Norman Forward project account.

On October 20, 2022, ODOT opened bids for the James Garner Avenue-Acres Street to Flood Avenue Norman Forward project. There were three bids. The low bid was from Redlands Contracting, LLC for a total of \$7,820,546.33. This low bid was approximately 15% over the final engineer's estimate.

On November 22, 2022 City Council approved an appropriation of funds in the amount of \$2,281,034 from the Norman Forward Fund balance (accrued primarily from savings on the Norman Public Library, Central project) to cover the funds necessary to cover the additional construction costs.

DISCUSSION:

On February 8, 2022 the Norman City Council, directed the Norman Public Works Department, in conjunction with Norman Arts Council, to use project funds from the Norman Forward Public Art project, for the purpose of designing, constructing and installing a public art piece for the center of the new roundabout currently under construction at the intersection of James Garner Avenue and Flood Avenue. The cost of the public art piece was estimated at \$200,000.

In August of 2022, a selection committee was appointed by the Norman Arts Council (NAC) to review artist submissions and select the art piece for the roundabout. On April 19, 2023 the committee met to establish criteria for selection and prepare the Request for Qualifications (RFQ) for the art project. In May of 2023, the RFQ was sent out to request submissions from artists nationwide. The NAC received 116 responses to the RFQ.

The selection committee then evaluated the submissions and decided upon three finalists. These three finalists were brought to Norman to review the site and ask questions of the committee regarding any requirements for the art installation. On September 28, 2023, the three finalists gave presentations of their concepts for the art piece and the committee made the final selection and recommendation to the Norman Arts Council and City Council. The selected art installation was unanimously recommended for approval by the NAC Board of Directors.

The selected artist is Paul Bagley of Oklahoma City. This agenda item is for the proposed approval of the contract with Mr. Bagley for the production and installation of the public art piece selected. The contract price for the artwork is \$175,000. The project is to be completed by April 30, 2024, for installation by June 30, 2024.

Funding for this contract is available in Norman Forward Public Arts, Construction (Account 51795500-46101; Project NFP100).

RECOMMENDATION:

Staff recommends the approval of Contract K-2324-108 between the City of Norman and Paul Bagley, doing business as Design Silo LLC in the amount of \$175,000, for a work of art to be placed in the roundabout at James Garner Avenue and Flood Avenue.

K-2324-108

Contract to Commission Artwork
Between

City of Norman, Oklahoma

Paul Bagley d/b/a Design Silo LLC

THIS CONTRACT, made this 27th day of November, by and between the City of Norman (hereinafter referred to as the "Owner"), and Paul Balgey d/b/a Design Silo LLC (hereinafter referred to as the "Artist") for a work of art incorporated herein by reference (hereinafter referred to as the "Work") to be placed in the Roundabout at James Garner Blvd and Flood Avenue, Norman, Oklahoma.

WHEREAS, the City Council of the City of Norman believes the beautification of The Roundabout will further enhance the quality of life in Norman, Oklahoma;

WHEREAS, all parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the Work;

WHEREAS, the Selection Panel Advisory Board and the Norman Arts Council Board recommend the retention of the Artist for this Work;

WHEREAS, the parties wish to have the creation of the Work governed by the mutual obligations, covenants, and conditions herein.

THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

I. The Project: The Scope of Services

- A. The Artist will design, execute, fabricate, transport, install and document the Work. These services shall be performed by Artist, and their assistants, as independent contractors.
- B. Artist agrees that said Work will be consistent with and substantially similar to the design concept presented to the Selection Panel Advisory Board and the Norman Arts Council Board. As design details are finalized, Artist will update the Owner.
- C. The Owner agrees to purchase the Work, under the terms and conditions of this contract upon final approval and acceptance of the Work by the Owner.

K-2324-108

- D. The permanent location for the work shall be in in the Roundabout at James Garner Blvd and Flood Avenue, Norman, Oklahoma.
- E. The Artist shall perform all services and furnish all supplies, materials and equipment necessary for the design, execution, fabrication, transportation and installation of the Work. The Owner will make equipment for installation available.
- F. The Owner shall make known its specifications regarding specific location, mounting, installation and other issues related to the finished product's delivery and installation, to the Artist prior to the rendering of their services.
- G. The Owner in consultation with the Artist shall determine the arrangement and placement of the final Work.
- H. The Artist shall be responsible for the delivery, installation, and securing of the Work on a concrete base prepared by the Owner, at the site in Norman, Oklahoma.
- I. The Artist shall coordinate, with the Norman Arts Council, on outreach program design, including number, duration, form, and delivery type.

II. Execution of the Work

- A. The Artist shall complete the fabrication of the work in substantial conformity with the design as recommended by the Norman Arts Council Board and approved by the Owner
- B. Prior to implementation of any significant changes in the Work, the Artist shall present to the Owner in writing, for further review and approval, a thorough description of such proposed changes. A significant change is any change affecting the scope, intent, design, color, size, material or location of the Work not permitted by, or not in substantial conformity with, the approved design. Owner must approve the proposed changes prior to continued work by the Artist.
- C. In performance of the Work described herein, the Artist shall comply with all applicable State and local laws, rules and regulations.

K-2324-108

- D. The Artist shall complete the Work by April 30, 2024. Should the work be ready for delivery prior to April 30, 2024, the Artist shall keep the work safely stored at its studio or other location. The installation of the work will be at a date mutually agreeable between the Artist and the Owner, but no later than June 30, 2024.
- E. The Owner shall notify the Artist of construction delays resulting in delays in site preparation prior to the scheduled delivery date or installation date. A new date shall be agreed upon by the Owner and Artist for completion, delivery and installation of the Work.
- F. The Owner shall always grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Owner in performing its obligations under this Agreement or in completing the Project, or if conditions beyond the Artist's reasonable control such as, but not limited to, acts of nature; pandemic, national, state, or local quarantine or stay at home order, war or warlike operation; superior governmental regulation or control; public emergency render timely performance of the Artist's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.
- G. The Artist shall notify the Owner in writing when fabrication of the Work is completed and the Artist is ready to deliver the Work and install it on the site.
- H. Within forty-five (45) days after installation of the Work, and prior to final payment, the Artist shall make available to the Owner high quality digital images of the completed Work.
- I. The Artist shall furnish the Owner with a full written narrative description of the Work.
- J. The Artist shall provide the Owner written instructions for appropriate maintenance and preservation of the Work.
- K. The Artist shall notify the Owner in writing when all services have been completed. Final Acceptance will be effective as of the earlier to occur of (i) the date of the Owner's written notification of Final Acceptance or (ii) the thirtieth (30th) day after the Artist has sent the written notice to the Owner of completion, unless the Owner, upon receipt of such notice and prior to the expiration of the thirty (30) day period, gives the Artist written

notice specifying and describing the services which have not been completed. Final acceptance shall be determined solely by the Owner and shall constitute the acknowledgment that the Work has been satisfactorily completed and installed according to the terms of this Agreement.

- L. Ownership of the Work shall pass to the Owner (City of Norman) upon final acceptance.

III. Warranties and Copyright

- A. The Artist represents and warrants that:

- i. The Work is solely the result of the artistic and creative efforts of the Artist;
- ii. The Work is unique and original and does not infringe upon any copyright;
- iii. The Work has not been accepted for sale elsewhere; and
- iv. The Work is free and clear of any liens from any source whatever.

- B. The Artist represents and warrants that:

- i. The Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and
- ii. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist; and
- iii. The warranties described in this section shall survive for a period of one (1) year after the final acceptance of the Work. The Owner shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the Owner, and at no cost to the Owner, reasonably and promptly cure the breach of any such warranty, which is curable by the Artist and which cure is consistent with professional conservation standards. This includes making repairs to the Work or re-fabricating the Work arising out of defects consisting of "inherent vice" or qualities accelerating deterioration of the Work which appear for a period of one (1) year after the installation and which the Artist shall correct.

iv. Except as otherwise specifically provided, no other warranty or representation, either express or implied, is included or intended in the Artist's proposals, reports, deliverables, and/or communications. The warranties in this Section are conditional and shall be voided by the failure of the Owner to maintain the Work in accordance with the Artist's specifications, including the Maintenance Manual, and the applicable conservation standards. If the Owner fails to maintain the Work in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Work as the Artist's creation and request that all credits be removed from the Work and reproductions thereof until the Work's condition is satisfactorily repaired. THE ARTIST DISCLAIMS ANY WARRANTIES ARISING OUT OF THE OWNER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY DAMAGES OR LOSSES TO THE ARTWORK ARISING OUT OF VANDALISM, INTENTIONAL DAMAGES OR OTHER ACTS OUTSIDE THE REASONABLE CONTROL OF THE PARTIES.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ARTIST MAKES NO WARRANTIES TO THE OWNER, WRITTEN OR ORAL, STATUTORY OR EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE OWNER'S EXCLUSIVE REMEDY AND THE ARTIST'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH THE SERVICES AND THE ARTWORK (INCLUDING WITHOUT LIMITATION FOR BREACH OF WARRANTY OR INFRINGEMENT) SHALL BE THE MODIFICATION OR REPLACEMENT OF THE SERVICES OR WORK OR A REFUND OF ALL OR PART OF THE FEES FOR THE SERVICE PERFORMED.

This Section will survive termination or expiration of this Agreement for any reason.

- C. The Artist retains all rights under the Copyright Act of 1976 under 17 U.S.C. § 101 *et seq.*, Visual Artists Rights Act of 1990 (VARA) 17 USC §106A, and all other rights in and to the Work except ownership and possession, except as such rights may be limited by this Agreement. The Artist shall not make any additional exact duplicate reproductions of the final Work, nor shall the Artist grant permission to others to do so except

with the written permission of the Owner. The Artist grants to the Owner and its assigns an irrevocable license to make photographic or graphic reproductions of the Work for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity and catalogs or other similar publications, if the Artist is duly credited, except where the Work is merely an incidental feature of a photograph. A plaque provided by the Owner, identifying the title, date, and Artist, shall be placed on or near the Work. The Artist shall have the right to use photographs of the completed Work as an example of his work and in books or brochures he may publish.

IV. Fee for Services

- A. The total purchase price of creation, preparation and completion of the final Work shall be \$175,000. This fee does not include the cost to Owner for preparation of the site for installation. Owner shall not provide any additional compensation for any alterations or revisions in the final Work which substantially depart from the approved preliminary models and specifications and which cause the Artist an unusual and unanticipated expense.
- B. The Artist shall receive payments from the Owner to the Artist to be paid in the amount of \$175,000.00 as follows:
 - i. \$87,500.00 within thirty (30) days of delivery of the signed contract by the Owner and Artist and the issuance of Artist's invoice;
 - ii. \$43,750.00 within thirty (30) days upon documentation of the 50% milestone of completion of fabrication of the Work;
 - iii. \$21,875.00 within thirty (30) days upon documentation of the 100% milestone of completion of fabrication of the Work;
 - iv. \$21,875.00 within thirty (30) days of final acceptance of the Work by Owner.
- C. Artist's lack of performance during either the payment stages ii or iii, listed above, shall initiate a thirty (30) day period to cure the deficiency and/or lack of performance upon receipt of written notice from the Owner which provides a statement addressing Owner's dissatisfaction with Artist's performance as well as what steps the Artist may take to cure the inadequate performance. The Artist must cure the deficiency or take reasonable steps towards curing the deficiency within the thirty (30) day

period. Upon failure of the Artist to do so, the Owner may pursue any remedies available to them against the Artist at law and in equity, including, but not limited to, the right to terminate this Agreement and reimbursement from Artist for all funds expended by Owner thus far including costs to remove the base or foundation.

- D. Artist shall provide proof of completion of the Work by submitting at least ten (10) pictures of the Work from various angles which tend to clearly show the Artist's progression during the stages of fabrication to completion. Additionally, Artist shall submit Form A along with these documents.

V. Funding

- A. Owner guarantees and warrants that it will produce funds in the amount of \$175,000.00 for the completion of the Work.
- B. If any payment from the Owner is past due, the Artist will promptly notify the Owner and the Artist may immediately cease all services until full payment for the relevant payment stage has been made and the Schedule and/or completion date shall be adjusted accordingly. The Artist has no obligation to provide services unless the Owner is in good standing and no amounts are owed to the Artist.

VI. Alteration and De-accession Right

- A. The Owner agrees that it will not consent to intentional alteration, modification, change, destruction of or damage to the Work by the Owner without attempting to consult the Artist.
- B. The Artist shall notify the Owner of changes in their address. The failure to do so, if such failure prevents the Owner from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce that which requires the express approval of the Artist. The Owner shall make reasonable efforts to locate the Artist when matters arise relating to the Artist's rights.
- C. The Owner may remove the Work from the City of Norman collection if it determines that the Work represents a safety hazard in its present condition or cannot reasonably be restored to its original structural or aesthetic integrity due to technical difficulties or expense disproportionate to the value of the Work. The Owner shall notify the Artist of such a decision to de-access the Work. Such notification shall be made before the de-

accession, whenever possible. The Owner has no responsibility to relocate, restore, or replace the Work if it is misplaced, damaged or stolen.

VII. Insurance

The Artist, as an independent contractor, is responsible for any requirements pertaining to Workers' Compensation insurance and employee liability insurance, and shall obtain and maintain insurance satisfactory to covering comprehensive general liability, and all risks of loss, damage to, or theft of the Work while it is being made, transported, or installed by the Artist. The Artist shall deliver to the Owner a copy of this insurance prior to beginning work. In addition, the City of Norman will provide insurance to cover loss, damage to, or theft of the Work once installed under the City of Norman's current policy covering the construction of the James Garner Ave Phase II street project.

VIII. Indemnity

Upon execution of this document, but prior to transfer of ownership, Artist agrees to defend, indemnify, and hold harmless Owner, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by Artist, its agents or employees' negligent acts, errors or omissions. Artist shall indemnify the City of Norman, Oklahoma up to one hundred thousand dollars (\$100,000.00) for any claim arising out of this Agreement. Artist further waives any rights against the City for any and all injuries or damages alleged to have arisen during the term of this Agreement.

IX. Default

If either party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all court ordered costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcing its rights arising under this Agreement.

X. Binding

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors, and assigns.

XI. Integration

This Agreement represents the entire and integrated Agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be changed by a written amendment executed by all parties.

XII. Ownership of Documents and Models

Upon final acceptance, all studies, drawings, designs, maquettes and models prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist unless agreed by all parties.

XIII. Notice

Notice of any breach or other correspondence related to this contract shall be by email or regular mail to the following contacts:

Artist:

Design Silo LLC

Paul Bagley, Owner

Address: 718 W. Sheridan
OKC OK 73102

405-209-5425

Email: paulbagley@me.com

City:

Shawn O'Leary

Director, Public Works

225 N. Webster Ave.

Norman, OK 73070

Shawn.OLeary@NormanOK.gov

XIV. Modification

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

XV. Severability

K-2324-108

Any provision of this contract which is hereafter found by a court of law or otherwise to be in conflict with the laws, rules, and/or regulations of the United States, State of Oklahoma or City of Norman shall be considered null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent the contract is capable of execution.

XVI. Governing Law; Venue

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

XVII. Nondiscrimination

Artist agrees further that it will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

[Signatures on the following page]

ARTIST

Design Silo LLC
Paul Bagley, Owner



Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of November, 2023, personally appeared Paul Bagley and Design Silo LLC, to me known to be the identical person(s)/company title) who executed the foregoing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

K-2324-108

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



Bridgid Cook

Notary Public

My Commission Expires: 06/03/24

CITY OF NORMAN

APPROVED this _____ day of _____, 2023, by the Norman City Council.

Larry Heikkila, MAYOR

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this 4th day of December, 2023.

[Signature]
CITY ATTORNEY

SCHEDULE I

[to be included]



TRANSCRIPT

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Norman, Oklahoma

WEDNESDAY, DECEMBER 13, 2023

\$2.00

New multimodal path near YMCA to connect Tecumseh Road and Robinson Street

BRIAN D. KING
TRANSCRIPT STAFF WRITER

Construction for a new multimodal path along Flood Avenue by Max Westheimer Airport will break ground next spring.

Following the approval of an easement from the University of Oklahoma Board of Regents, the City of Norman will start the letting, or bidding process by February or March 2024, followed by a groundbreaking in May or June.

The project will run the city \$1.3 million. The Oklahoma Department of Transportation will kick in an additional \$200,000 from a Transportation Alternatives Program grant.

"This is technically a grant project that has a huge local match," said David Riesland, transportation engineer for the City of Norman. Jason Briggs, park development manager, said the trail has been part of the city's

master plan for about 20 years. "This will complete a loop around Max Westheimer airport, once the few gaps along 24th between Tecumseh and Rock Creek are filled in."

He said the project will

produce an 8-foot wide multimodal trail from Robinson Street to Tecumseh Road on the west side of Flood Avenue. The trail will also run along the south side of Tecumseh

PT

PATH

CONTINUED FROM A1

Road to 24th Avenue NW.

"Trails are always the top – or almost the top – request when we ask about recreation needs in the community," Briggs said. "We have wanted to add this airport loop for years to give people a safe route along the busy Flood Avenue that could connect shopping and dining along 24th Avenue and residential areas along Robinson and east of Flood."

He said the two-mile new construction will prompt an increase in recreational activity along Flood Avenue, including biking, jogging and walkers of all skill levels, especially since it will meet up with the YMCA.

"Inside the ring of this path, you've got the Young Family Athletic Center and the YMCA. There's a lot of reasons why people want to congregate in this area of Norman, and this gives them additional options to be able to get to those facilities who don't have automobiles," Riesland said.

The University of Oklahoma released a statement to The Transcript on the easement that said: "With increasing traffic at Max Westheimer Airport, the new path will allow for other ways to enter the airport if needed and is not connected to any other projects with the City of Norman. The university is happy to partner with the City of Norman on projects that enhance the

city and allow for alternate modes of transportation."

The university did not offer resources to the project, other than the easement.

The project is funded by the Norman Forward initiative, passed by voters in 2019. Riesland said he started planning the path in 2017, and that it has nothing to do with a proposed \$1 billion entertainment district with a new OU basketball and gymnastics arena.

"This is something that was vetted through the Parks [and Recreation] master plan. That's where people identified a need for multimodal transportation facilities," Reisland said.

Stephen T. Holman, Ward 7 councilor, chairs the council on the city's Transportation Committee, and said he has supported the multimodal path for years.

"I voted to fund this for connectivity reasons, including connecting the airport and the YMCA," he said. "Increasing connectivity around the city and allowing our residents to have multiple options for getting around is definitely something I am excited about and plan to keep pushing for as a matter of policy in the city of Norman."

Reisland said he estimates the project will be completed by the early months of 2025.

Brian King covers education and politics for The Transcript. Reach him at bking@normantranscript.com.



Item 6.

