

NORMAN FORWARD  
CITIZENS FINANCIAL OVERSIGHT BOARD

MUNICIPAL BUILDING CONFERENCE ROOM  
201 WEST GRAY, NORMAN, OK

MONDAY, MAY 23, 2016

3:30 P.M.

1. CALL TO ORDER AND ROLL CALL
2. APPROVAL OF MINUTES FROM MARCH 28, 2016 MEETING
  - a. Action item: Motion to approve minutes  
Motion \_\_\_\_\_ Second \_\_\_\_\_
3. DISCUSSION / REVIEW OF CITY COUNCIL ACTIONS
  - a. Action item:  
Motion \_\_\_\_\_ Second \_\_\_\_\_
4. FINANCIAL / BUDGET REPORTS
5. PRESENTATION FROM MEYER, SCHERER & ROCKCASTLE, LTD. (MSR), FOR AN UPDATE ON THE SCHEMATIC DESIGN FOR THE CENTRAL LIBRARY AND EAST BRANCH LIBRARY
6. DISCUSSION / ACTION ON DRAFT PROGRAM IMPLEMENTATION PLAN
  - a. Action item:  
Motion \_\_\_\_\_ Second \_\_\_\_\_
7. REPORTS FROM AD HOC COMMITTEE LIAISONS
8. REPORTS FROM PROJECT MANAGERS
9. ESTABLISHMENT OF NEXT MEETING DATE / TIME
  - a. Action item: Motion to set the next meeting date to be held on the \_\_\_\_ day of \_\_\_\_\_, 2016, at \_\_\_\_\_ o'clock \_\_ m at the following location:  
Motion \_\_\_\_\_ Second \_\_\_\_\_
10. MISCELLANEOUS DISCUSSION
11. ADJOURNMENT
  - a. Action item: Motion to Adjourn.  
Motion \_\_\_\_\_ Second \_\_\_\_\_

***Norman City Council has been invited to attend this meeting. It is not a regular meeting of the City Council; however, this notice is being posted in compliance with the Oklahoma Open Meetings Act in the event a quorum of Council is present.***

NORMAN FORWARD CITIZENS FINANCIAL OVERSIGHT BOARD MINUTES  
March 28, 2016

The Norman Forward Citizens Financial Oversight Board of the City of Norman, Cleveland County, State of Oklahoma, met at 4:00 p.m. in the Municipal Building Conference Room on the 28th day of March, 2016, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT:                   Members MacKenzie Britt, Breea Clark, Anil Gollahalli, Don Hiebert, Bree Montoya, Andy Rieger, Cindy Rogers, Tom Sherman, and Chair Bill Nations

ABSENT:                   None

OTHERS PRESENT:       Kyle Allison, Council Member  
Lynne Miller, Council Member  
Anthony Francisco, Finance Director  
Jeff Bryant, City Attorney  
Shawn O’Leary, Public Works Director  
Terry Floyd, Development Coordinator  
Jud Foster, Parks & Recreation Director  
Erinn Gavaghan, Executive Director, Norman Arts Council  
Larry Walker, Chair, Public Arts Board  
Leslie Taber, ADG  
Mike Mize, ADG  
Kyle Lombardo, ADG  
David Hopper, Senior Center Ad Hoc Committee  
Art Breipohl, Senior Center Ad Hoc Committee  
Joe Jenkins, Citizen  
Joy Hampton, Norman Transcript

Chair called the meeting to order at 4:00 pm. A quorum was present.

ITEM I, being

APPROVE MINUTES FROM FEBRUARY 8, 2016 MEETING

After review and discussion of minutes of February 8, 2016 meeting, a motion was made by Member Clark and seconded by Member Rieger to approve the minutes. Motion passed unanimously.

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ITEM II, being

PRESENTATION, DISCUSSION AND POSSIBLE ACTION REGARDING NFST 1% FOR ARTS PROGRAM

Erinn Gavaghan made the presentation. She introduced Larry Walker, Chair of the Public Arts Board. She discussed the pictures of public art displays shown in the agenda item, nationally and internationally. The public art displays can be interior, exterior, and can also be interactive. Public art displays help define a community and its people. The Public Arts Program was established in 2007 and is funded through utility bill donations, NAC support, and private funds. The public art program is administered by the Norman Arts Council.

Ms. Gavaghan discussed the proposed four phases of the Norman Forward 1% for Art Program delivery: project development; artists/proposal selection; fabrication/installation; and public engagement/education. The first phase can take anywhere from 45 days to a year to complete. Selection of a piece of art can take one to two years, from start to installation. The proposed makeup of the Project Development Committees was presented. Ordinance O-1516-5, Section D.2.h states that 1% of the construction costs for major facilities will have public art displayed. The following have been preliminarily identified as major facilities: Central Library, East Library, Indoor Multi-Sport Facility, Indoor Aquatic Center, Westwood Pool/Tennis Complex, and improvements to Ruby Grant, Andrews, Saxon, Reaves, and Griffin Parks. Additional projects could be accommodated at a later date time if desired.

Ms. Gavaghan stated that the NAC and PAB recommend that the City of Norman contract with the Norman Arts Council to administer the Norman Forward 1% for art program, similar to the contract with the NAC has with the City for administration of the arts and humanities portion of the Transient Guest Room tax.

Member Rieger asked if the City does not contract with NAC is this something ADG could do. Ms. Gavaghan said it was her understanding the City would contract with NAC. Jeff Bryant said City is almost finished with the proposed contract and it should be finished by the end of the week. The contract with the City is a vehicle for getting the money for the art projects to the administrator of the program. Working with the estimated construction costs, the total dollars for the Public Arts Program will be approximately \$1.2 million dollars. The main responsibility of this Board is to make sure we get the most for our dollars.

Member Gollaholli asked if City is legally bound by 1% per project based on construction costs. Member Britt asked how you will know percentage of project. Francisco said there are preliminary budgets for each project and 1% will be budgeted for that project. Gollaholli said he liked the idea of an aggregate amount so some projects would not have a lot of money spent on them and others have a small amount to spend. Member Britt asked how we will know the cost of the project. Francisco said it's based on construction cost only of actual project. Initially it will be based on preliminary estimate of construction cost and after contract is let, then the actual cost of construction could be used. Bryant said the project amount will float a little bit as construction contracts come in. He said we'll adjust the arts budget to match the actual figure and hopefully the bids will come in lower than the estimated figure.

Member Gollaholli asked about financing is it pay-as-you-go. It will be pay-as-you-go for any individual project. For instance, say you have established an amount of \$250,000 for a project, then we'll budget \$250,000 to the project for the artwork. Member Sherman said it's tiered as we go forward. Bryant said we'll know pretty soon what those bids are, but we will start with the estimated construction costs. Francisco said total estimate for the main library is \$39,000,000 but the estimated cost excludes the land acquisition, design, etc. and the construction cost is estimated at \$35,000,000. Member Sherman also wondered about an aggregate amount of \$1.2 million and we might spend more than that. It seems the \$1.2 million is a moving target. Francisco said not so much the \$1.2 million total, but the money budgeted to each individual project could be a moving target. Member Sherman said so you could put \$1.2 million into artwork for the library and you would be done. Bryant said no because it's a percent of each individual project.

Member Gollaholli wanted to know if we are envisioning seven different artists or seven pieces of art by a single artist. Ms. Gavaghan said there will be Request for Qualifications sent out and a unique set of artists responses will be received for each project location. Each venue should have art unique to that venue and different artists will have unique talents and skills which may be better suited for different project specifications.

Member Clark asked about maintenance plans, who covers after two years. She likes that the NAC would cover for two years but who will we have after. Will the facility that has the art have a representative that will have a voice in the decision of the artwork? Ms. Gavaghan said yes, there will be someone from the facility staff on each project selection committee and they could say no, they could not handle the maintenance in the future. Future maintenance cost demands will be one of the selection criteria for public art projects.

Member Rogers asked what is impact and is it measurable. She is concerned that having seven locations and seven artists could run up the overall cost. Is it possible to consider with 2 libraries, the same artist could have the contract for that artwork to achieve economies of scale? There are multiple sports sites and perhaps one artist could furnish the artwork for those venues. She wanted to know if that's something the Board could consider. Ms. Gavaghan said she thought that would be more difficult to coordinate. She believes we will see more impact by having each project have an artist working on an individual project. Member Gollaholli wanted to know what community is exposed to and what will be community reaction.

Member Rieger wanted to know what Arts Council compensation will be. He recommends that it not exceed 10%. Ms. Gavaghan said the administrative costs and artist costs will vary according to the project.

No action taken. Presentation by Erinn Gavaghan accepted.

Items submitted for the record:

1. Norman Forward 1% for Art: Contract with Norman Arts Council and Overview of Program Delivery, prepared by Norman Arts Council staff

ITEM III, being

PRESENTATION, DISCUSSION AND POSSIBLE ACTION REGARDING NEGOTIATIONS FOR GRIFFIN LAND PURCHASES AND OTHER LAND/LEASE TRANSACTIONS

Jeff Bryant made presentation. He said meetings with DHS go back as far back as last December. We have a meeting set with DHS about the Griffin property acquisition. The property under discussion is north of Robinson Street. We will have to be more creative with the property and the structure we place there. The land north of Robinson has legislative approval and the price is closer to the \$10,000,000 dollar estimate. We met with Council in an Executive Session recently and the discussion went very well. Member Gollaholli wants to know how we will fund, if Griffin is closed this summer. Bryant said Griffin would not have to close this summer. Francisco said this project is a pay-as-you-go project. No action taken, presentation by Jeff Bryant accepted.

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ITEM IV, being

INTRODUCTION OF AND PRESENTATION BY NFST PROGRAM MANAGER - ADG

Anthony Francisco said the Council has hired a Program Manager, ADG, for the Norman Forward Projects. He introduced the ADG team members to the Board: Leslie Taber, Mike Mize, and Kyle Lombardo, and told the Board that ADG was also Program Manager for the MAPS 3 Program in Oklahoma City. Presentation was made by Mike Mize. He said ADG approaches a project by “understanding the goal at the end”, what the citizens expect from the project. They prepare a complete program of work for each project which includes implementation, budget, schedule, etc. and a program showing how the projects fit in the overall picture. ADG has begun work with Anthony Francisco with cash flow and setting up budgets on the estimated individual project costs. Some of these projects may not be complete for five years so the budgets needs to reflect the cost inflation that will probably occur.

Chair Nations said credibility of Norman Forward projects is extremely important to the community, to be on-time and on-budget. Member Clark wanted to know if staff and/or ADG do presentations at individual ward meetings. Mize said we really haven’t gotten to all those details yet. We will address that as we meet with staff. Member Clark said there are those in the community that think they are not getting anything from Norman Forward and I think this would be a great way to build trust in the community by letting them know of the benefits of Norman Forward. Francisco said ADG is an extension of the staff and City staff will be present at the ward meetings.

Member Gollaholli wanted budget and operating budget addressed. He said it seems that the construction budget is talked about most. Mize said no, it will be looked at as part of analysis to see if the system is a good for the project. Member Gollaholli said he was particularly interested and wanted to know if the athletic facilities budget will have ways to maximize to make them self-sustaining, how can we merge these two. Mize said we are working on revenue generation

with the MAPS 3 projects such as signs and/or billboard space within a facility for concession stands, etc.

Chair Nations asked Francisco to describe the contract with ADG and items addressed. Francisco said the matrix you saw gives a good “Reader’s Digest” version of what is in those contracts. The contract itself is in your packet. The things that could be asked of ADG are in that contract. Mize said you mentioned signs, billboards, etc., we have worked on those types of items in the MAPS projects. We have already been in meetings with architects, engineers, etc. and we will be working with end-users.

Member Gollaholli wanted to know how ADG has handled ‘special interest groups’ within MAPS 3. I’m very concerned because there’s only large Norman Forward process but there’s the eastside library and the aquatic center. There will be people who care more for one project over another. He asked how you were able to deal with those people/groups. Mize said we keep in mind that the Norman Forward consists of a number of projects and we keep in mind the expectations of the City. As we develop those individual budgets that’s one of the things we fall back to help when we speak to the different project interest groups. We try not to argue with them but show them the budgets and schedules in the whole process.

Member Hiebert said in terms of accountability he wanted to know if there were incentives for coming in ahead of schedule and penalties, if not. Mize said typically not and referred them to the Oklahoma Bidding Act. Take the Westwood pool, it’s supposed to be open on a specific and we will try to write the contract, with Jeff’s help, to get that facility open to meet that deadline

Member Rogers asked about using local bidders in the bidding process. Is your company similar to ODOT in the bidding process? Mize said we will follow the Oklahoma Bidding Act which applies to public entities. Bids are studied and we don’t always select the lowest bidder and there’s some allowance in the Oklahoma Bidding Act to allow you to take the second bid. We check to see if the company has the capacity to be bonded.

Items submitted for the record:

1. Norman Forward Quality of Life Program: Program Management Services, prepared by ADG, dated March 28, 2016

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ITEM V, being,

DISCUSSION OF PREVIOUSLY-APPROVED COUNCIL ACTIONS AND POSSIBLE ACTION

Francisco made the presentation. The packet contains all of the actions that have been done by the Council with the Norman Forward projects to this date. Copies of any action taken by the Council will be included in your packet for each meeting.

Member Rieger wanted to know if the Council might go back to any land purchase that will be used in a Norman Forward project and vote to replenish the City's capital funds made previous to the passing of the Norman Forward program. Francisco said not particularly. He said Mr. Rieger is talking about the land purchased about 4 years ago. With bonds, there are only so many years you can go back to replenish and a year is the limit on bonds. Land purchased from this point, Norman Forward revenues will be used to replenish City funds. Member Sherman said it sounds like we should be reviewing these items prior to them going to Council and make comments to Chairman to put on agenda. Member Hiebert wanted to know if as a Board, we can receive items prior to Council action. Francisco said as a private citizen you can see and comment on any item that's on the agenda. Member Gollaholli wanted to know if advance notice of upcoming Norman Forward action by email or some form so we can take a look would be much appreciated. After review and discussion, Board Members will be sent notice of future Council action when it goes on Council agenda.

Items submitted for the record:

1. Packet contained copies of all Council actions pertaining to Norman Forward since inception.

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ITEM VI, being

#### AD HOC COMMITTEE LIAISON REPORTS

Member Montoya gave an update on Westwood pool met at the beginning of this month. Water's Edge was present and talked about the pre-planning, planning, design, demolition, and construction of the pool. There have been several public meetings for citizens to give ideas for the new pool. The Ad Hoc Committee meets again this Thursday. Member Rieger wanted to know if ADG had worked with Water's Edge before. ADG said no but they had attended a meeting and started to begin a relationship.

Member Clark gave update on the libraries, we had a meeting last Monday. The eastside library is 1/8 done in planning stage. The Eastside library will utilize open land and nature surrounding it. She is going to suggest an outdoor classroom area at the Eastside library. Central library is going to be a 3-story structure, 80,000 square feet. Ad Hoc Committee meeting is at 3:00 pm on April 11 and the public meeting will be later that evening. The libraries are moving along quickly; the Eastside library is looking at completion date for the end of 2017 and for the Central library for 2019.

Member Sherman gave update on the Senior Center Ad Hoc Committee meeting. The committee wants to limit sites for the senior center to three; the existing library, Andrews Park, and just to the west of the new Central Library site. Council has received their recommendation. He is of the opinion that a lot more work needs to be done at each site. They need to look at costs in design work for an "apples to apples" comparison. Member Clark said the Senior Center needs a kitchen. Member Sherman said the original design at the existing library building did not have a kitchen. Member Clark also wanted to know how we are getting feedback on what

the seniors want in the new center. Francisco said the original design for the Senior Center in the existing library was from the senior's ideas. Bryant said we have been trying to get better numbers on the cost of additional property purchases that would be required for the senior center location west of the new Central Library. Member Clark asked where we are on that. Bryant said we have an appraiser and appraisal is being done.

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ITEM VII, being

DISCUSSION OF FINANCE REPORTS – FINANCE DEPARTMENT

Anthony Francisco made presentation. The first revenue from the sales tax has been received. Projections are close but a little low. So far the expenses paid have been for land for the libraries and design of the libraries.

Items submitted for the record:

1. Norman Forward Sales Tax Fund Summary – Pro Forma

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ITEM VIII, being

DISCUSSION OF PROJECT STATUS – PROJECT MANAGERS

Jud Foster made presentation. There have been four public meetings on the Westwood Aquatic facility and several staff meetings. A survey has been online until this morning and there have been several hundred responses. Some changes have been made from comments received. We'll present those this Thursday to the Ad Hoc Committee along with all the comments from the survey. Cost estimates are very preliminary for those concepts. We'll also discuss this Thursday some preliminary options on costs for chemicals, guards and things of that sort. Terry Floyd said design work on both libraries is moving right along.

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ITEM IX, being

MISCELLANEOUS DISCUSSION

Member Gollaholli asked if Ad Hoc Committees or staff develop pro forma operating budget to go along with construction budget or maybe Council directs staff. He said we need to know what the operating budgets will be so that going forward these facilities will be self-sustaining and not have to place operating costs on the City budget. Member Clark asked if he was talking about parties at Westwood, or renting the Senior Center. Member Gollaholli said take Westwood and I'm assuming Westwood will have supplies costs and revenues from rental, what is the anticipated gap. Member Clark said there's an outdoor facility at the Eastside library that could be rented for a wedding and the Central library will have all new facilities, will there be

revenue from rental. Foster said this has been stressed to the design team that we want to make the facilities self-sustaining to the greatest extent possible.

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ITEM X, being

ESTABLISHMENT OF FUTURE MEETING TIME(S)

Francisco said the Board is charged with meeting at least every other month. He does not feel there will be anything in particular happening in April. After discussion, a motion was made by Member Gollaholli and seconded by Member Hiebert to meet again on Monday, May 23, 2016, at 3:30 pm in the Council Study Session Room. Motion passed unanimously.

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ITEM XI, being

ADJOURNMENT

Motion was made by Member Sherman and seconded by Member Gollaholli to adjourn. Motion passed unanimously. Board adjourned at 5:50 pm.

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**NORMAN FORWARD FUND (51)  
STATEMENT OF REVENUES and EXPENDITURES  
FISCAL YEAR 2015-2016**

	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL
<b>REVENUES</b>													
Sales Tax									728,243	776,747	802,418		\$ 2,307,408
Use Tax									40,786	34,397	42,640		\$ 117,823
Bond Proceeds						43,160,000							\$ 43,160,000
CIP Fund Transfer					5,582,696								\$ 5,582,696
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ 5,582,696	\$ 43,160,000	\$ -	\$ -	\$ 769,029	\$ 811,144	\$ 845,058	\$ -	\$ 51,167,927
<b>EXPENDITURES</b>													
Program Mgr										20,005			\$ 20,005
Westwood Pool A&E										58,342			\$ 58,342
Library Land								1,682,293					\$ 1,682,293
Library A&E									238,199	148,302			\$ 386,501
CIP Fund Transfer								5,582,626					\$ 5,582,626
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,264,919	\$ 238,199	\$ 226,649	\$ -	\$ -	\$ 7,729,766

**NORMAN MA 2015B NOTE FUND**

Account Number: 80-0604-01-9  
Statement Period: 04/01/16 - 04/30/16

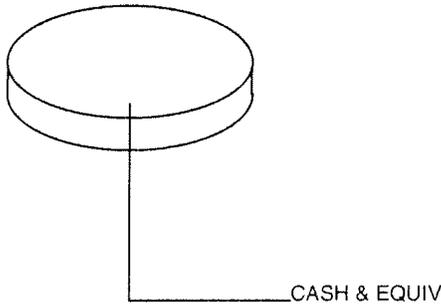
**Administrator:**  
Tammy Engles  
(405)270-4772

CITY OF NORMAN  
P O BOX 370  
NORMAN OK 73070

**Portfolio Summary**

**Value of Portfolio**

Description	Market Value	% of Account
Cash & Equiv	612,606.21	100.0%
Unique Assets	0.00	
<b>Total Portfolio</b>	<b>\$ 612,606.21</b>	<b>100.0%</b>



**Market Reconciliation**

	Current Period	Year To Date
<b>Beginning Market Value</b>	<b>\$ 459,587.80</b>	<b>\$ 0.00</b>
Income		
Dividends.....	2.94	4.83
Receipts.....	153,554.97	614,219.88
Disbursements.....	-539.50	-1,618.50
Realized Gains/(Losses).....	0.00	0.00
Unrealized Appreciation/(Depreciation).....	0.00	-43,160,000.00
Asset Changes.....	0.00	43,160,000.00
<b>Ending Market Value</b>	<b>\$ 612,606.21</b>	<b>\$ 612,606.21</b>

**NORMAN MA 2015B NOTE FUND**

Account Number:  
Statement Period:

80-0604-01-9  
04/01/16 - 04/30/16

**Portfolio Investments**

Asset Description	Units	Market Value	Cost
<b>Cash &amp; Equivalents</b>			
Principal Cash		0.00	0.00
Income Cash		0.00	0.00
Federated Gov Oblig Tax-Managed Svc Money Market Fund	612,606.210	612,606.21	612,606.21
<b>Total Cash &amp; Equivalents</b>		<b>\$ 612,606.21</b>	<b>\$ 612,606.21</b>
<b>Unique Assets</b>			
Debt Obligation - Tax Exempt	43,160,000.000	0.00	43,160,000.00
<b>Total Unique Assets</b>		<b>\$ 0.00</b>	<b>\$ 43,160,000.00</b>
<b>Total Market Value</b>		<b>\$ 612,606.21</b>	<b>\$ 43,772,606.21</b>

**Transaction Activity**

	Date	Cash	Carrying Value
<b>Balances At Beginning of Period</b>	04/01/16	<b>\$ 0.00</b>	<b>\$ 43,619,587.80</b>
Div To 03/31/16 Federated Gov Oblig Tax-Managed Svc Money Market Fund	04/01/16	2.94	0.00
Monthly Fee To 03/31/16	04/15/16	-539.50	0.00
Received Debt Service Payment	04/19/16	153,554.97	0.00
Sales (1) 04/01/16 To 04/30/16 Federated Gov Oblig Tax-Managed Svc	04/30/16	539.50	-539.50
Purchases (2) 04/01/16 To 04/30/16 Federated Gov Oblig Tax-Managed Svc	04/30/16	-153,557.91	153,557.91
<b>Balances At End of Period</b>	04/30/16	<b>\$ 0.00</b>	<b>\$ 43,772,606.21</b>

**NORMAN MA 2015B CONSTRUCTION FUND**

Account Number: 80-0604-02-7  
Statement Period: 04/01/16 - 04/30/16

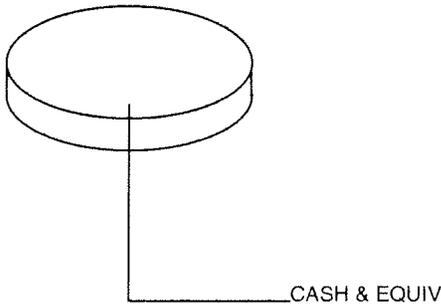
**Administrator:**  
Tammy Engles  
(405)270-4772

CITY OF NORMAN  
P O BOX 370  
NORMAN OK 73070

**Portfolio Summary**

**Value of Portfolio**

Description	Market Value	% of Account
Cash & Equiv	40,783,311.15	100.0%
<b>Total Portfolio</b>	<b>\$ 40,783,311.15</b>	<b>100.0%</b>



**Market Reconciliation**

	Current Period	Year To Date
<b>Beginning Market Value</b>	<b>\$ 41,023,359.97</b>	<b>\$ 0.00</b>
Income		
Dividends.....	349.83	1,234.37
Receipts.....	0.00	42,702,568.00
Disbursements.....	-240,398.65	-1,920,491.22
Realized Gains/(Losses).....	0.00	0.00
Unrealized Appreciation/(Depreciation).....	0.00	0.00
<b>Ending Market Value</b>	<b>\$ 40,783,311.15</b>	<b>\$ 40,783,311.15</b>

**NORMAN MA 2015B CONSTRUCTION FUND**

**Account Number:  
Statement Period:**

**80-0604-02-7  
04/01/16 - 04/30/16**

**Portfolio Investments**

<b>Asset Description</b>	<b>Units</b>	<b>Market Value</b>	<b>Cost</b>
<b>Cash &amp; Equivalents</b>			
Principal Cash		0.00	0.00
Income Cash		0.00	0.00
Federated Gov Oblig Tax-Managed Svc Money Market Fund	40,783,311.150	40,783,311.15	40,783,311.15
<b>Total Cash &amp; Equivalents</b>		<b>\$ 40,783,311.15</b>	<b>\$ 40,783,311.15</b>
<b>Total Market Value</b>		<b>\$ 40,783,311.15</b>	<b>\$ 40,783,311.15</b>

**Transaction Activity**

	<b>Date</b>	<b>Cash</b>	<b>Carrying Value</b>
<b>Balances At Beginning of Period</b>	<b>04/01/16</b>	<b>\$ 0.00</b>	<b>\$ 41,023,359.97</b>
Div To 03/31/16 Federated Gov Oblig Tax-Managed Svc Money Market Fund	04/01/16	349.83	0.00
City of Norman March Activity	04/12/16	-240,398.65	0.00
Sales (1) 04/01/16 To 04/30/16 Federated Gov Oblig Tax-Managed Svc	04/30/16	240,398.65	-240,398.65
Purchases (1) 04/01/16 To 04/30/16 Federated Gov Oblig Tax-Managed Svc	04/30/16	-349.83	349.83
<b>Balances At End of Period</b>	<b>04/30/16</b>	<b>\$ 0.00</b>	<b>\$ 40,783,311.15</b>



# City of Norman, OK

Municipal Building  
Council Chambers  
201 West Gray  
Norman, OK 73069

## Master

**File Number: K-1516-132**

<b>File ID:</b> K-1516-132	<b>Type:</b> Contract	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item 27	<b>In Control:</b> City Council
<b>Department:</b> Legal Department	<b>Cost:</b>	<b>File Created:</b> 04/06/2016
<b>File Name:</b> Contract with Norman Arts Council for Norman Forward Public Art		<b>Final Action:</b>

**Title:** CONTRACT K-1516-132: A SERVICES AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN ARTS COUNCIL TO ADMINISTER THE ONE PERCENT NORMAN FORWARD PUBLIC ART PROGRAM TO PROVIDE THE SELECTION, LOCATION, AND INSTALLATION OF PUBLIC ART PURCHASED FOR NORMAN FORWARD PROJECTS.

**Notes:** ACTION NEEDED: Motion to approve or reject Contract K-1516-132 with the Norman Arts Council; and, if approved, authorize the execution thereof.

ACTION TAKEN: \_\_\_\_\_ *GN/SH/8/0*

**Agenda Date:** 04/12/2016

**Agenda Number:** 27

**Attachments:** Text File Public Art, K-1516-132

**Project Manager:** Leah Messner, Assistant City Attorney

**Entered by:** jayme.rowe@normanok.gov

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File K-1516-132

Body

**BACKGROUND:** The City of Norman and the Norman Arts Council (NAC) have partnered in projects to install art in public places within the City of Norman. Through this partnership, the NAC purchases art pieces, and the City provides a location for the piece(s) within public spaces owned by the City of Norman.

With the adoption of Norman Forward, the City committed to expend an amount not to exceed 1% of the aggregate construction costs of major facilities and community parks improvements costs on public art at those facilities and parks. Because of the City's positive relationship with the NAC and the NAC's commitment to the sense of community fostered by public art, the NAC has agreed to expand the partnership with the City of Norman to assist with the selection, location, and installation of public art purchased with Norman Forward sales tax revenue. The terms of this proposed partnership were discussed at the City Council Conference of February 9, 2016 and at the Norman Forward Citizen's Financial Oversight Committee meeting of March 28, 2016.

**DISCUSSION:** Under the terms of the proposed Services Agreement, Contract K-1516-132, the NAC will serve

as the administrator for the selection, location, and installation of public art purchased with Norman Forward sales tax funds. The NAC will work cooperatively with the City to recommend appropriate works of art for selected facilities and sites paid for with Norman Forward funds.

The NAC will administer the selection of public art through four phases. The first phase, Project Development, will include research by the NAC into similar projects at applicable locations such as libraries, parks, sports facilities, aquatic centers, and public pools. During Project Development, the NAC will assemble a Project Team comprised of NAC members; community members with pertinent expertise; Norman Forward Ad Hoc Committee member(s); and Norman Public Arts Board member(s). The City may choose to appoint a Councilmember and/or City Staff person to the Project Team.

Once the Project Team is assembled, the Team will evaluate public art opportunities; develop a project budget; create a Selection Panel for selection of the art work; and establish a timeline for each project. The Selection Panel may be different for each work of art, but the Panel may be made up of the following members: community stakeholders; design professionals; City Manager designee; and member(s) of the Norman Forward AD Hoc Committee.

The second phase is the Selection Process, including the following: project announcement and advertising; Selection Panel review of submissions as a blind jury; development of a finalist short list; mandatory site visits for selected finalists; final proposal presentations; selection of artist; and contract negotiation and approval. Once an artist is chosen, the NAC, through the City Attorney's Office, will negotiate a contract with the chosen artist. City Council will then consider the contract for approval, and the artist shall complete the work of art according to the terms of his or her contract.

The third phase will be the Execution and Installation Process. During this phase, NAC will coordinate with the City for permitting and plan approvals; with the artist for fabrication and installation; and with either the City or the artist regarding any issues which might arise.

The last phase will be Public Engagement and Education. During this phase, once the work of art is complete, the NAC will design and install appropriate markers for the work of art as well as taking archival-quality audio, video, and/or photographs. The NAC will also work to generate public awareness and appreciation for each work of art through press releases, social media, and other appropriate channels. The NAC will also collaborate with City Staff regarding care and maintenance of each work of art.

Under the terms of the Services Agreement, the City of Norman will fund public art installed at or as a part of Norman Forward sales tax funded projects up to 1% of construction costs for: Central Library, East Library, Indoor Sports Complex Facility, Indoor Aquatic Center, Westwood Recreational Complex, Ruby Grant Park, Andrews Park, Saxon Park, Reaves Park, and Griffin Park. These costs (the "Norman Forward Public Arts Funds" or "NFPAF"), aggregated together, are estimated to be \$1.2 million.

Of the NFPAF, at least 90% shall be allocated to: art selection, artist fees, fabrication, installation, and maintenance. The remaining amount, up to 10% of the total NFPAF, shall be paid to NAC as an administrative fee. As projects come forward, the City will make the administrative fee available to NAC. The NAC will submit quarterly reports detailing the progress made including funds received and expended.

The Services Agreement is for an initial one year term and will renew automatically for subsequent one year terms so long as Norman Forward revenues remain for the purchase and installation of public art.

**CONCLUSION:**

Based upon the above and foregoing discussion, it is the staff recommendation that Council approve and sign the attached contract, K-1516-132, if Council wishes to have NAC administer the implementation of public art associated with Norman Forward.

**SERVICES AGREEMENT  
BETWEEN THE CITY OF NORMAN  
AND THE NORMAN ARTS COUNCIL**

This Services Agreement ("Agreement"), made and entered into on this 12<sup>th</sup> day of APRIL, 2016, the Effective Date, is by and between the Norman Arts Council ("NAC") and the City of Norman, Oklahoma ("City");

WHEREAS, the City is a charter municipality vested with the power to enter into contracts, and the NAC is a non-profit corporation with the powers of a corporation, including the authority to contract; and

WHEREAS, on October 13, 2015, voters of the City passed the Norman Forward sales tax for quality of life projects within the City; and

WHEREAS, the Norman Forward sales tax dedicates 1% of aggregated construction costs to be used for public art at locations to be approved by City Council; and

WHEREAS, the existence of public art fosters a broader sense of community and improves the City's image locally, regionally, and nationally; and

WHEREAS, the City and the NAC desire to partner to facilitate the selection, location, and installation of public art purchased with Norman Forward sales tax funds to be placed in as many of the Norman Forward sales tax quality of life projects as feasible; and

WHEREAS, the City and the NAC desire to enter into this Agreement to create such a partnership.

NOW, THEREFORE, IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, to effectuate the purposes stated above, and the mutual covenants and agreements contained herein, the parties agree as follows:

**I. SCOPE OF WORK**

1. The NAC agrees to serve as the administrator for the selection, location, and installation of public art purchased with Norman Forward sales tax funds. As administrator, the NAC will work cooperatively with the City to select appropriate works of art for each facility constructed with Norman Forward funds.
2. The NAC will administer the selection, location, and installation of public art purchased with Norman Forward sales tax funds in four phases per work of art.
  - a. The first phase will be **Project Development**. This includes research by NAC into similar public art projects at applicable locations such as libraries, parks, sports facilities, aquatic centers, and public pools. During Project Development, NAC will

assemble a Project Team which will include members from the NAC; representatives from the community with expertise in art, architecture, or design; member(s) of the Norman Forward Ad Hoc Committee; and member(s) of the Norman Public Arts Board (PAB). The City retains the option to appoint a Councilmember and/or City Staff member to the Project Team.

Once the Project Team is assembled, the Team will be responsible for evaluating public art opportunities; developing a project budget; creating a Selection Panel for selection of the art work; and establishing a timeline for each work of art. The Selection Panel may be different for each work of art, but the Panel may be made up of the following members: PAB members; arts professionals; community stakeholders; design professionals; City Manager designee; and member(s) of the Norman Forward Ad Hoc Committee. For each piece of art proposed to be purchased with Norman Forward funds, the Project Team will have the same responsibilities.

- b. The second phase will be the **Selection Process**. The Selection Process will include the following steps: project announcement and advertising; Selection Panel review of submissions as a blind jury; development of a finalist short list; mandatory site visit for selected finalists; final proposal presentations; selection of artist; and contract negotiation and approval.

Once the NAC, along with the Project Team and appropriate Selection Panel, has chosen an artist and a proposed work of art, the NAC through the City of Norman City Attorney's Office shall negotiate a contract with the chosen artist.

Once the artist is chosen, the proposed contract and work of art shall be presented to the Norman City Council for their review and approval. Once approved, the artist shall complete the work of art according to the terms of his/her contract with the City.

- c. The third phase will be the **Execution and Installation Process**. During this phase, which will be governed by the contract between the City and the artist, the NAC will serve to coordinate with the City for permitting and plan approvals; with the artist for fabrication and installation; and with either the City or artist to resolve any other issue that might arise.
- d. The fourth and final phase will be **Public Engagement and Education**. During this phase, once installation of the work of art is complete, the NAC will design and install appropriate markers for the work of art as well as taking archival-quality audio, video, and/or photographs. The NAC shall also endeavor to generate public awareness and appreciation for each work of art through press releases, social media, and other appropriate channels. The NAC shall also be responsible for collaborating with City Staff to engage in care and maintenance of each work of art according to the artist's instructions and the terms of the contract with the artist.

## II. PROJECT FUNDING

1. The City agrees to fund public art installed at or as a part of Norman Forward sales tax funded projects up to 1% of construction costs for: Central Library, East Library, Indoor Basketball/Volleyball Facility; Indoor Aquatic Center, Westwood Recreational Complex, Ruby Grant Park, Andrews Park, Saxon Park, Reaves Park, and Griffin Park. One percent (1%) of construction costs for these projects, aggregated together, is estimated to be \$1.2 million (“The Norman Forward Public Arts Funds” or “NFPAF”). Expenditures of the NFPAF shall be recommended by the NAC and approved by the City.
2. Of the NFPAF, at least 90% shall be allocated to: art selection, artist fees, fabrication, installation, and maintenance. The remaining NFPAF, up to 10% of the total allocated to each project, shall be paid to NAC as an administrative fee.
3. The aggregate NFPAF available for projects shall be adjusted periodically by the City as actual construction costs of eligible Norman Forward projects are determined.
4. As NAC brings forward information for the Project Development phase of a particular Norman Forward Public Art project, the City shall make available the estimated administrative fee associated with the particular project from NFPAF in a timely manner so as to allow NAC to proceed through this first phase. The NAC, at the completion of the selection process, will bring forward information to the City regarding its recommendation for the particular project for City Council consideration. Once a particular project is approved by the City, then NAC shall proceed with the remaining phases of the particular project with NFPAF being made available for the particular project as appropriate.
5. The NAC shall submit to the City Manager or his designee, on a quarterly basis, a detailed report of its activities, including funds received and expenditures made pursuant to the purposes of this Agreement. In addition, the NAC shall prepare a detailed annual accounting in a form acceptable to the City Manager or his designee. It is understood and agreed that failure to submit a quarterly report or the annual accounting could result in termination of this contract. It is also agreed that the City has the right at any time to review and audit the NAC books and financial records related to the performance of this Agreement.

## III. TERM

1. This Agreement shall begin on the Effective Date and continue for a term of one year. The Agreement shall renew automatically annually on the Effective Date so long as Norman Forward revenues remain for the purchase and installation of public art at facilities constructed with Norman Forward revenues.

**IV. TERMINATION AND ASSIGNMENT**

1. This Agreement may be terminated by either City or NAC at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other Party.
2. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other Party to this Agreement.

**V. DISPUTE RESOLUTION AND VENUE**

1. In the event both Parties are unable to jointly resolve a dispute arising under this Agreement, then the final decision specific to that dispute will be submitted for resolution to the City Manager and the Chairperson of the NAC. In the event the City Manager and the Chairperson of the NAC are unable to jointly resolve any such dispute, then the matter will be submitted within thirty (30) days to a third party mediator. In the event the mediation is unsuccessful in resolving any such dispute, then each party has the option to file suit.
2. All obligations of each party to this Agreement shall be performed in Cleveland County, Oklahoma. The laws of the State of Oklahoma shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Cleveland County, Oklahoma.

**VI. NOTICES**

1. Any notice to be given by City to NAC hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to: Executive Director Erinn Gavaghan, Norman Arts Council, 122 E. Main St., Norman, Oklahoma, 73069.
2. Any notice to be given hereunder by NAC to City shall be deemed to be properly served if deposited in the United States mail, postage prepaid addressed to: City Manager Steve Lewis, P. O. Box 370, Norman, Oklahoma, 73070 with a copy to the Office of the City Attorney, P. O. Box 370, Norman, Oklahoma, 73070.

**VII. SEVERABILITY**

1. If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**VIII. HOLD HARMLESS CLAUSE**

1. To the extent allowed by law, NAC does hereby agree to waive all claims against, release, and hold harmless City and all of its officials, officers, agents, employees, in both

their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

- 2. To the extent allowed by law, City does hereby agree to waive all claims against, release, and hold harmless NAC and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- 3. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean that each party shall only be responsible for the actions of each party's own employees, officials, officers, and agents. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

**IX. ENTIRE AGREEMENT**

- 1. This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both of the parties.

Executed this 12<sup>th</sup> day of April, 2016.

**CITY OF NORMAN, OKLAHOMA**

By Cindy [Signature]



ATTEST:  
Brenda Hall  
City Clerk

Approved as to form and legality this 7<sup>th</sup> day of April, 2016.

[Signature]  
City Attorney

**NORMAN ARTS COUNCIL**

By  \_\_\_\_\_  
Vice Chairman of the Board

ATTEST:

 \_\_\_\_\_  
Secretary



# City of Norman, OK

Municipal Building  
Council Chambers  
201 West Gray  
Norman, OK 73069

## Master

**File Number: K-1516-134**

<b>File ID:</b> K-1516-134	<b>Type:</b> Contract	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item 25	<b>In Control:</b> City Council
<b>Department:</b> Parks and Recreation Department	<b>Cost:</b> \$96,800.00	<b>File Created:</b> 04/29/2016
<b>File Name:</b> Griffin Park Soccer Regrading Project, Section II		<b>Final Action:</b>

**Title:** CONTRACT K-1516-134: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND LADONCO, INC., IN THE AMOUNT OF \$96,800 FOR THE NORMAN FORWARD GRIFFIN PARK SOCCER FIELD REGRADING PROJECT, SECTION II (RETAINING WALLS, FENCE, AND FRENCH DRAIN); PERFORMANCE BOND B-1516-115; STATUTORY BOND B-1516-116; MAINTENANCE BOND MB-1516-100; PROJECT AGENT RESOLUTION R-1516-113; AND BUDGET APPROPRIATION FROM THE NORMAN FORWARD FUND BALANCE.

**Notes:** ACTION NEEDED: Motion to approve or reject Contract K-1516-134 with LaDonco, Inc. in the amount of \$96,800 and the performance, statutory, and maintenance bonds; authorize execution of the contract and bonds, direct the filing of the bonds; adopt Resolution R-1516-113; and appropriate \$96,800 from the Norman Forward Fund Balance (051-0000-253.20-00) to Project NFP102, Griffin Park Reconstruction Project, Construction (051-9639-452.61-01).

ACTION TAKEN: LU/GH 9/6

**Agenda Date:** 05/10/2016

**Agenda Number:** 25

**Attachments:** Text File K-1516-134, Griffin Site Location Map, Bid Tab, K-1516-134, Perf B-1516-115, Stat B-1516-116, MB-1516-100, R-1516-113, LaDonco Requisition

**Project Manager:** Matt Hendren, Parks Supt

**Entered by:** matthew.hendren@normanok.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File K-1516-134

Body

**BACKGROUND:** On October 13, 2015 Norman citizens passed the Norman Forward Initiative which will fund various projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward Initiative is an upgrade of the Griffin Park Soccer Complex. Eventually all of the Griffin Park sports fields will be converted to soccer and will include the creation of 20 youth fields and an indoor soccer field. The regrading of fields 11 and 12, along with retaining walls, fencing and drainage is the beginning of the Griffin Park improvement process. The Griffin Park fields were built originally with a crowned, or curved, surface, which was the preferred construction at that time. The Norman Youth Soccer Association approached the City of Norman with

this project, requesting a more current soccer field design which calls for a flat playing surface. A flat surface enhances the flow and speed of the game. Adding the retaining walls will also allow us to increase the size, or width, of the fields which will help reduce wear on the turf.

**DISCUSSION:** An RFP, including a complete set of engineered plans and specifications, was prepared for bids. On 1 and 8 April 2016, RFP Number 1516-56 for the Griffin Park Soccer Regrading Project was advertised in The Norman Transcript, as well as in Construction Market Data, Reed Construction Data, Southwest Construction News and e-Plan. Requests for Proposals were distributed to seven contractors, two of whom responded to section two. The Griffin Park Soccer Regrading Project was divided into two sections. Section one included field regrading, which is being addressed in a separate contract, and section two which includes retaining walls, fence, and French drain. The lowest and best proposal for the Griffin Park Soccer Field Regrading project, section two, was received from LaDonco, Inc., in the amount of \$96,800.

**RECOMMENDATION NO. 1:** It is recommended that the City Council approve the appropriation of \$96,800 from the Norman Forward Fund Balance (account 051-0000-253.20-00) to Griffin Park Reconstruction Project, Construction (account 051-9639-452.61-01; project NFP102) for reconstruction as described above at Griffin Park.

**RECOMMENDATION NO.2:** It is recommended that City Council approve section two of RFP Number 1516-56 for the Griffin Park Soccer Regrading Project for the Parks and Recreation Department and award the bid to LaDonco, Inc., in the amount of \$96,800.

**RECOMMENDATION NO.3:** It is further recommended that the following contract and bonds be approved:

Contract Number K-1516-134  
Maintenance Bond Number MB-1516-100  
Performance Bond Number B-1516-115  
Statutory Bond Number B-1516-116

**RECOMMENDATION NO.4:** It is further recommended that LaDonco, Inc. be authorized and appointed as project agent for the Griffin Park Soccer Regrading Project by Resolution Number R-1516-113.

**SITE LOCATION**  
**Griffin Community Park**  
**1001 E. Robinson**  
**Soccer Field Regrading Project**

Field 12

Field 11

Robinson St.

12th Avenue N.E.



CITY OF NORMAN  
Norman, Oklahoma  
27 April 2016

TABULATION OF BID QUOTES  
RFP #1516-56

The following is a tabulation of quotes received by the City of Norman for the Griffin Park Soccer Regrading Project. Funding for this project is available in the Griffin Park Reconstruction Project Account Number 051-9639-452.6101, Project Number NFP102.

<u>Contractor</u>	<u>Bid Amount</u>
<b>LaDonco, Inc. (Norman, OK)</b>	<b>\$96,800</b>
Eckroat Seed Co. (OKC, OK)	\$173,000

RECOMMENDATION: That the project be awarded to LaDonco, Inc. in the amount of \$96,800, as the lowest and best bidder to meet specifications.

City of Norman



Jud Foster  
Director of Parks and Recreation

**CONTRACT**

THIS CONTRACT made and entered into this 22, day of September, 2017 and between LaDonco, Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

**WITNESSETH**

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

**GRIFFIN PARK RETAINING WALLS**

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

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

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: Ninety Six Thousand Eight Hundred DOLLARS (\$ 96,800 );

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

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

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

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

work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the project engineer, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

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

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

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

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in forty-five (45) calendar days.

The Notice to Bidders published in the Norman Transcript April 1 and 8, 2016, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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

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

Contract # K-1516-134

IN WITNESS WHEREOF, the said parties of the First and Second Part have herunto set their hands and seals respectively the 20th day of May, 2016.

CORPORATE SEAL

LA DONCO INC  
Company Name

ATTEST: [Signature]  
Corporate Secretary

BY [Signature]  
President

STATE OF Oklahoma  
COUNTY OF Cleveland

LARRY KIRKMAN, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

[Signature]  
President

Subscribed and sworn to before me this 29 day of April, 2016.

[Signature]  
Notary Public



My Commission Expires: 11-6-16  
Commission Number: 12010606

CITY OF NORMAN

Approved as to form and legality this 3rd day of May, 2016.

[Signature]  
City Attorney

Approved by the City Council this 10th day of May, 2016.

[Signature]  
Mayor

ATTEST: [Signature]  
City Clerk



NATIONAL AMERICAN INSURANCE COMPANY  
CHANDLER, OKLAHOMA  
POWER OF ATTORNEY

Number: CBB37905

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Rose Wingate

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

On this 26<sup>th</sup> day of September, A.D. 2011, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



*Janet Taylor*

Notary Public  
My Commission Expires April 18, 2014  
Commission #02006203

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



*Joyce M. Seitz*

Joyce M. Seitz, Assistant Secretary

**PERFORMANCE BOND****KNOW ALL MEN BY THESE PRESENTS:**

That we, LaDonco, Inc., as Principal, and National American Ins., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of Ninety Six Thousand Eight Hundred DOLLARS (\$ 96,800 ), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this 28th day of April, 2016.

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

**Griffin Park Retaining Walls**

and has entered into a certain written contract with THE CITY OF NORMAN dated May 10 2016, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Bond # B-1516-115

ATTEST:

[Signature]  
Corporate Secretary

LaDonco, Inc.  
Company Name

BY [Signature]  
Principal

ATTEST: [Signature]  
Corporate Secretary (Surety)

National American Insurance Company  
Surety Name

BY [Signature]  
Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 29 day of April, 2016 personally appeared Larry Kirkland to me know to be the identical person who executes the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]  
Notary Public



My Commission Expires: 11.6.16

Commission Number: 12010805

Approved as to form and legality this 3rd day of May, 2016.

[Signature]  
City Attorney

Approved by the Council of the City of Norman, this 10th day of May, 2016.

[Signature]  
Mayor

ATTEST: [Signature]  
City Clerk





## BOND RIDER

To be attached to and form a part of Bond No. CBB37905, Dated \_\_\_\_\_

April 28, 2016, as Principal and

National American Insurance Company as Surety, in favor of  
LaDonco, Inc. as Obligee.

Effective April 28, 2016 it is understood and agreed that the bond is changed or revised in the particulars as indicated below:

Owner shall notify the Surety in writing 20 days prior to any default. The Surety shall promptly and at the Surety's expense take one of the following actions:

- 1.) Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract; or
- 2.) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 3.) Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for performance and completion of the Construction Contract; or
- 4.) Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness;  
(1) either; after investigation, determine the amount which it may be liable to the Owner and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or  
(2) Deny liability in whole or in part and notify the Owner citing reasons therefor.

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.

IN WITNESS WHEREOF, NATIONAL AMERICAN INSURANCE COMPANY has caused its corporate seal to be hereunto affixed this 28th day of April, 20 16.

NATIONAL AMERICAN INSURANCE COMPANY

(SEAL)

BY: [Signature]

Attorney-in-Fact

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, LaDonco, Inc., as Principal, and National American Ins., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of Ninety Six Thousand Eight Hundred DOLLARS (\$ 96,800 ), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 28th day of April, 2016.

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

**Griffin Park Retaining Walls**

and has entered into a certain written contract with THE CITY OF NORMAN, dated 5/10, 2016, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said LaDonco, Inc. Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

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

ATTEST:

[Signature]  
Corporate Secretary

LaDonco, Inc.  
Company Name

BY [Signature]  
Principal

ATTEST:

[Signature]  
Corporate Secretary (Surety)

National American Insurance Company  
Surety Name

BY [Signature]  
Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 29 day of April, 2016 personally appeared Larry Vackland to me known to be the identical person who executed the foregoing, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



[Signature]  
Notary Public

My Commission Expires: 11-6-16  
Commission Number: 12010805

Approved as to form and legality this 3rd day of May, 2016.

[Signature]  
City Attorney

Approved by the Council of the City of Norman, this 16th day of May, 2016.

ATTEST:

[Signature]  
City Clerk

[Signature]  
Mayor



**MAINTENANCE BOND**

WHEREAS, THE UNDERSIGNED LaDonco, Inc., hereinafter referred to as the Principal, has entered into a certain contract dated May 10, 2014, for the construction of:

**Griffin Park Retaining Walls**

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and National American Insurance Co as a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Ninety Six Thousand Eight Hundred DOLLARS (\$ 96,800 ), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

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

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

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

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

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

Executed and delivered this 29 day of April, 2016.

ATTEST: [Signature]  
Corporate Secretary

LaDonco, Inc.  
Company Name

Mailing Address of Principal:  
14039 Red Rock Ave  
Byars Ok 74831

BY: [Signature]  
Principal

National American Insurance Company  
Surety Name

BY: [Signature]  
Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 29 day of April, 2016, personally appeared Larry Kreckel to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]  
Notary Public



My Commission Expires: 11-6-16  
Commission Number: 12010605

Approved as to form and legality this 3rd day of May, 2016.

[Signature]  
City Attorney

Approved by the Council of the City of Norman, this 10th day of May, 2016.

[Signature]  
Mayor

ATTEST: [Signature]  
City Clerk





## BOND RIDER

To be attached to and form a part of Bond No. CBB37905, Dated \_\_\_\_\_

April 28, 2016, as Principal and  
National American Insurance Company as Surety, in favor of  
LaDonco, Inc. as Obligee.

Effective April 28, 2016 it is understood and agreed that the bond is changed or revised in the particulars as indicated below:

Owner shall notify the Surety in writing 20 days prior to any default. The Surety shall promptly and at the Surety's expense take one of the following actions:

- 1.) Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract; or
- 2.) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 3.) Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for performance and completion of the Construction Contract; or
- 4.) Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness;  
(1) either; after investigation, determine the amount which it may be liable to the Owner and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or  
(2) Deny liability in whole or in part and notify the Owner citing reasons therefor.

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.

IN WITNESS WHEREOF, NATIONAL AMERICAN INSURANCE COMPANY has caused its corporate seal to be hereunto affixed this 28th day of April, 20 16.

NATIONAL AMERICAN INSURANCE COMPANY

(SEAL)

BY: [Signature]

Attorney-in-Fact

R-1516-113

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING LADANCO, INC., AS PROJECT AGENT FOR THE NORMAN FORWARD GRIFFIN PARK SOCCER FIELD REGRADING PROJECT, SECTION II (RETAINING WALLS, FENCE, AND FRENCH DRAIN).

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by LaDanco, Inc., for the Norman Forward Griffin Park Soccer Field Regrading Project, Section II (Retaining Walls, Fence, and French Drain) for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on LaDanco, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, LaDanco, Inc., to purchase materials which are in fact used for the S Norman Forward Griffin Park Soccer Field Regrading Project, Section II (Retaining Walls, Fence, and French Drain) for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that LaDanco, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 10th day of May, 2016, did appoint LaDanco, Inc., who is involved with the Norman Forward Griffin Park Soccer Field Regrading Project, Section II (Retaining Walls, Fence, and French Drain), an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Norman Forward Griffin Park Soccer Field Regrading Project, Section II (Retaining Walls, Fence, and French Drain) for the City of Norman.

PASSED AND ADOPTED THIS 10th day of May, 2016.

ATTEST:

*Brenda Hall*

City Clerk



*Cindy Rosenthal*



PURCHASE REQUISITION NBR: 0000263720

REQUISITION BY: TERRY-FOSTER  
STATUS: DIVISION APPROVAL  
REASON: GRIFFIN SOCCER REGRADING PROJECT, SECTION II  
DATE: 4/29/16

DELIVER BY DATE: 4/29/16

SHIP TO LOCATION: PARKS AND RECREATION  
SUGGESTED VENDOR: LAJONCO, INC.

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER	
1	GRIFFIN SOCCER REGRADING PROJECT, SECTION II GRIFFIN SOCCER REGRADING PROJECT, SECTION II #051-9639-452.6101 NFF102, CONTRACT#K-1516-134 COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMM: CONSTRUCTION AND UPGRADES	96800.00	EA	1.0000	96800.00	REF1516-56

REQUISITION TOTAL: 96800.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05196394526101	Capital Projects Construction	100.00	36800.00
		Griffin Park Regrading		96800.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



# City of Norman, OK

Municipal Building  
Council Chambers  
201 West Gray  
Norman, OK 73069

## Master

**File Number: K-1516-135**

<b>File ID:</b> K-1516-135	<b>Type:</b> Contract	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item 26	<b>In Control:</b> City Council
<b>Department:</b> Parks and Recreation Department	<b>Cost:</b> \$120,616.00	<b>File Created:</b> 04/29/2016
<b>File Name:</b> Griffin Park Soccer Regrading Project, Section 1	<b>Final Action:</b>	

**Title:** CONTRACT K-1516-135: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RGROUP, INC., IN THE AMOUNT OF \$120,616 FOR THE NORMAN FORWARD GRIFFIN PARK SOCCER FIELD REGRADING PROJECT, SECTION 1 (REGRADING); PERFORMANCE BOND B-1516-117; STATUTORY BOND B-1516-118; MAINTENANCE BOND MB-1516-101; PROJECT AGENT RESOLUTION R-1516-114; AND BUDGET APPROPRIATION FROM THE NORMAN FORWARD FUND BALANCE..

**Notes:** ACTION NEEDED: Motion to approve or reject Contract K-1516-135 with RGroup, Inc., in the amount of \$120,616 and the performance, statutory, and maintenance bonds; authorize execution of the contract and bonds; direct the filing of the bonds; adopt Resolution R-1516-124; and appropriate \$120,616 from the Norman Forward Fund Balance (051-0000-253.20-00) to Project NFP102, Griffin Park Reconstruction Project, Construction (051-9639-452.61-01).

ACTION TAKEN: LU/BA 9/10

**Agenda Date:** 05/10/2016

**Agenda Number:** 26

**Attachments:** Text Fo:e K-1516-135, Griffin Site Location Map, Bid Tab, K-1516-135, Perf B-1516-117, Stat B-1516-118, MB-1516-101, R-1516-114, RGroup PR

**Project Manager:** Matt Hendren, Parks Supt

**Entered by:** matthew.hendren@normanok.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File K-1516-135

Body

**BACKGROUND:** On October 13, 2015 Norman citizens passed the Norman Forward Initiative which will fund various projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward Initiative is an upgrade of the Griffin Park Soccer Complex. Eventually all of the Griffin Park sports fields will be converted to soccer and will include the creation of 20 youth fields and an indoor soccer field. The regrading of fields 11 and 12, along with retaining walls, fencing and drainage is the beginning of the Griffin Park improvement process. The Griffin Park fields were built originally with a crowned, or curved, surface, which was the preferred construction at that time. The Norman Youth Soccer Association approached the City of Norman with this project, requesting a more current soccer field design which calls for a flat playing surface. A flat surface

enhances the flow and speed of the game. Adding the retaining walls will also allow us to increase the size, or width, of the fields which will help reduce wear on the turf.

**DISCUSSION:** A Request for Proposal (RFP), including a complete set of engineered plans and specifications, was prepared for proposals. On 1 and 8 April 2016, RFP Number 1516-56 for the Griffin Park Soccer Regrading Project was advertised in The Norman Transcript, as well as in Construction Market Data, Reed Construction Data, Southwest Construction News and e-Plan. Requests for Proposals were distributed to seven contractors, two of whom responded to section one. The Griffin Park Soccer Regrading Project was divided into two sections. Section one included field regrading, and section two included retaining walls, fence, and French drain. The lowest and best proposal for the Griffin Park Soccer Field Regrading project, section one, was received from RGroup, Inc., in the amount of \$120,616. A separate contract for section two will be addressed in another agenda item.

**RECOMMENDATION NO. 1:** It is recommended that the City Council approve the appropriation of \$120,616 from the Norman Forward Fund Balance (051-0000-253.20-00) to Griffin Park Soccer Regrading Project, Construction (account 051-9639-452.61-01; project NFP102) for reconstruction as described above at Griffin Park.

**RECOMMENDATION NO.2:** It is recommended that City Council award Section One of RFP Number 1516-56 for the Griffin Park Soccer Regrading Project for the Parks and Recreation Department to RGroup, Inc. in the amount of \$120,616. Funding after the above-described appropriation will be available in Griffin Park Soccer Regrading Project, Construction (account 051-9639-452.61-01; project NFP102).

**RECOMMENDATION NO.3:** It is further recommended that the following contract and bonds be approved:

Contract Number K-1516-135  
Maintenance Bond Number MB-1516-101  
Performance Bond Number B-1516-117  
Statutory Bond Number B-1516-118

**RECOMMENDATION NO.4:** It is further recommended that RGroup, Inc. be authorized and appointed as project agent for the Griffin Park Soccer Regrading Project by Resolution Number R-1516-114.

**SITE LOCATION**  
**Griffin Community Park**  
**1001 E. Robinson**  
**Soccer Field Regrading Project**

Field 12

Field 11

Robinson-St.

12th Avenue N.E.



CITY OF NORMAN  
Norman, Oklahoma  
27 April 2016

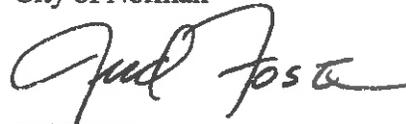
TABULATION OF BID QUOTES  
RFP #1516-56

The following is a tabulation of quotes received by the City of Norman for the Griffin Park Soccer Regrading Project. Funding for this project is available in the Griffin Park Reconstruction Project Account Number 051-9639-452.6101, Project Number NFP102.

<u>Contractor</u>	<u>Bid Amount</u>
<b>RGroup, Inc. (Choctaw, OK)</b>	<b>\$120,616</b>
Eckroat Seed Co. (OKC, OK)	\$175,454

RECOMMENDATION: That the project be awarded to RGroup, INC., in the amount of \$120,616 as the lowest and best bidder to meet specifications.

City of Norman



Jud Foster  
Director of Parks and Recreation

**CONTRACT**

THIS CONTRACT made and entered into this 10th day of May, 2016, by and between RGroup, Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

**WITNESSETH**

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

**GRIFFIN PARK SOCCER FIELD REGRADING**

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

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

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: One Hundred Twenty Thousand Six Hundred Sixteen DOLLARS (\$ \$120,616 );

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

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

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

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

work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the project engineer, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

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

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

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

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in forty-five (45) calendar days.

The Notice to Bidders published in the Norman Transcript April 1 and 8, 2016, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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

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

Contract # K-1516-135

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 10th day of May, 2016.

CORPORATE SEAL

R Group, Inc.  
Company Name

ATTEST: Allison Ripley  
Corporate Secretary

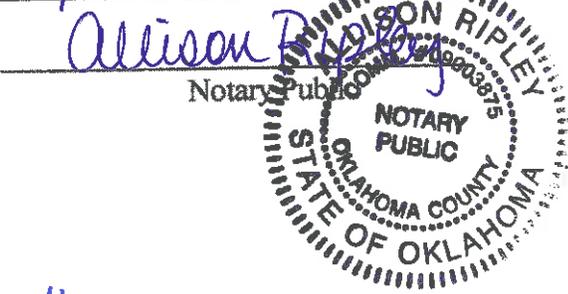
BY [Signature]  
President

STATE OF Oklahoma  
COUNTY OF Oklahoma

Dillon Ripley, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

[Signature]  
President

Subscribed and sworn to before me this 2 day of May, 2016



My Commission Expires: 4 May 2017  
Commission Number: 09003875

CITY OF NORMAN

Approved as to form and legality this 3rd day of May, 2016.

[Signature]  
City Attorney

Approved by the City Council this 10th day of May, 2016.

ATTEST: [Signature]  
City Clerk



[Signature]  
Mayor

**PERFORMANCE BOND**

## KNOW ALL MEN BY THESE PRESENTS:

That we, RGroup, Inc., as Principal, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of One Hundred Twenty Thousand Six Hundred Sixteen DOLLARS (\$ 120,616 ), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this 2nd day of May, 2016.

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

**Griffin Park Soccer Field Regrading**

and has entered into a certain written contract with THE CITY OF NORMAN dated the 10th day of May, 2016, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

ATTEST:

Allison Ripley  
Corporate Secretary

RGroup, Inc.  
Company Name  
BY [Signature]  
Principal

ATTEST:

\*\*\*SEE ATTACHED POWER OF ATTORNEY\*\*  
Corporate Secretary (Surety)

Granite Re, Inc.  
Surety Name  
BY [Signature]  
Wendy Hollen Surety Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 3<sup>rd</sup> day of May, 2016 personally appeared Dillon Ripley to me know to be the identical person who executes the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]  
Notary Public

My Commission Expires: 30 Nov. 2017  
Commission Number: 01000390

Approved as to form and legality this 3<sup>rd</sup> day of May, 2016.  
[Signature]  
City Attorney

Approved by the Council of the City of Norman, this 10<sup>th</sup> day of May, 2016.  
[Signature]  
Mayor

ATTEST:  
[Signature]  
City Clerk



STATUTORY BOND

Bond # B-1516-118  
Bond #GR33102

KNOW ALL MEN BY THESE PRESENTS:

That we, RGroup, Inc., as Principal, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of One Hundred Twenty Thousand Six Hundred Sixteen DOLLARS (\$ 120,616 ), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 2nd day of May, 2016.

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

**Griffin Park Soccer Field Regrading**

and has entered into a certain written contract with THE CITY OF NORMAN, dated May 10, 2016, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said RGroup, Inc. Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

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

ATTEST:

Allison Ripley  
Corporate Secretary

RGroup, Inc.  
Company Name  
BY D. Ripley  
Principal

ATTEST:

\*\*\*SEE ATTACHED POWER OF ATTORNEY\*\*  
Corporate Secretary (Surety)

Granite Re, Inc.  
Surety Name  
BY Wendy Hollen  
Wendy Hollen Surety Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 3<sup>rd</sup> day of May, 2016 personally appeared Dillon Ripley to me known to be the identical person who executed the foregoing, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Supreme E. Terry  
Notary Public

My Commission Expires: 30 Jun 2017  
Commission Number: 01000390

Approved as to form and legality this 3<sup>rd</sup> day of May, 2016

Y. H. Johnson  
City Attorney

Approved by the Council of the City of Norman, this 10<sup>th</sup> day of May 2016

ATTEST:

Brenda Hall  
City Clerk

Cindy Rosette  
Mayor



MAINTENANCE BOND

Bond # MB-1516-101  
Bond #GR33102

WHEREAS, THE UNDERSIGNED RGroop, Inc., hereinafter referred to as the Principal, has entered into a certain contract dated May 30, 2016, for the construction of:

**Griffin Park Soccer Field Regrading**

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

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

That the said Principal and Granite Re, Inc., as a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of One Hundred Twenty Thousand Six Hundred Sixteen DOLLARS (\$ 120,616 ), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

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

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

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

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

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

Executed and delivered this 2nd day of May, 2016.

ATTEST: Allison Ripley  
Corporate Secretary  
RGroup, Inc.  
Company Name

Mailing Address of Principal: BY [Signature]  
Principal

2920 N. Choctaw Road

Choctaw, OK 73020

Granite Re, Inc.  
Surety Name

BY: [Signature]  
Wendy Hollen Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of May, 2016, personally appeared Dillon Ripley to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]  
Notary Public

My Commission Expires: 30 April 2017  
Commission Number: 01000390

Approved as to form and legality this 3rd day of May, 2016.

[Signature]  
City Attorney

Approved by the Council of the City of Norman, this 10th day of May, 2016.

ATTEST: [Signature] City Clerk  
[Signature] Mayor



R-1516-114

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING RGROUP, INC., AS PROJECT AGENT FOR THE NORMAN FORWARD GRIFFIN PARK SOCCER FIELD REGRADING PROJECT, SECTION I (REGRADING).

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

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

- § 4. That the City of Norman, Oklahoma, on the 10th day of May, 2016, did appoint RGroup, Inc., who is involved with the Norman Forward Griffin Park Soccer Field Regrading Project, Section I (Regrading), an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Norman Forward Griffin Park Soccer Field Regrading Project, Section I (Regrading) for the City of Norman.

PASSED AND ADOPTED THIS 10th day of May, 2016.

  
Mayor

ATTEST:

  
City Clerk



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

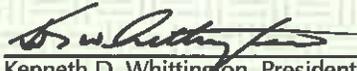
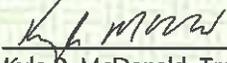
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of April, 2015.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

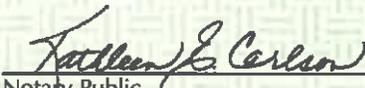


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of April, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

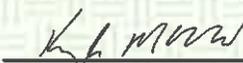
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

2nd day of May, 2015.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2016

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

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

<b>PRODUCER</b> Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	<b>CONTACT NAME:</b> Brandy Jones <b>PHONE (A/C No, Ext):</b> (405) 691-0016 <b>E-MAIL ADDRESS:</b> bjones@midamericainc.com	<b>FAX (A/C No):</b> (405) 691-0415
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> RGroup, Inc. 2920 N. Choctaw Road Choctaw OK 73020	<b>INSURER A:</b> Union Standard Insurance Co.	
	<b>INSURER B:</b> CompSource Mutual Ins Co	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
		<b>NAIC #</b> 36188

**COVERAGES**      **CERTIFICATE NUMBER:** 2016/2017 GL      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CNA4579702	1/12/2016	1/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A 02578497	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Contract #K-1516-135 - Griffin Park Soccer Field Regrading  
As required by written contract, City of Norman is included as Additional Insured as respects General Liability. Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

<b>CERTIFICATE HOLDER</b> (405) 366-5470      Suzanne.terry@normanok.gov  City of Norman Parks & Recreation Dept. P.O. Box 370 Norman, OK 73070	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Cody McNeill/BJ
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PURCHASE REQUISITION NBR: 0000263719

REQUISITION BY: TERRY-FOSTER  
STATUS: DIVISION APPROVAL  
REASON: GRIFFIN SOCCER REGRADE PROJECT, SECTION I  
DATE: 4/29/16  
SHIP TO LOCATION: PARKS AND RECREATION  
SUGGESTED VENDOR: 12629 RGROUP, INC.  
DELIVER BY DATE: 4/29/16

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	GRIFFIN SOCCER REGRADING PROJECT, SECTION I CITY COUNCIL AGENDA 5-10-2016 #051-9639-452.6101 NFP102, CONTRACT#K-1516-135 COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION AND UPGRADES	120616.00	EA	1.0000	120616.00

PER RFP#1516-56

REQUISITION TOTAL: 120616.00

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A C C O U N T I N F O R M A T I O N  
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LINE #	ACCOUNT	PROJECT	AMOUNT
1	05196394526101	NFP102 Griffin Park Regrading	120616.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



ADG, PC  
920 W Main  
Oklahoma City, OK 73106  
405.232.5700 ▪ www.adgokc.com

# MONTHLY REPORT – MARCH 2016

## Norman Forward

**DATE:** May 11, 2016

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**PROJECT:** Norman Forward

**PROJECT NO:** 16-003

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**REPORT PERIOD:** February 23, 2016 to March 31, 2016

### MEETINGS ATTENDED THIS MONTH

1. Tuesday, February 23, 2016 | 6:30 p.m. | City Council Meeting
  - a. ADG contract approval, Waters Edge contract approval
2. Thursday, March 3, 2016 | 9:00 a.m. | Program Manager Meeting
  - a. Project updates from City
3. Thursday, March 3, 2016 | 6:30 p.m. | Westwood Ad Hoc Meeting
  - a. Initial advisory group meeting, introduction to Waters Edge, schedule for workshop
4. Wednesday, March 9, 2016 | 11:30 a.m. | Westwood Ad Hoc Meeting
  - a. First in workshop series, presentation of potential water features by Waters Edge
5. Wednesday, March 9, 2016 | 3:00 p.m. | Cash Flow Meeting
  - a. Program Manager team met with Director of Finance to review Norman Forward budget information, including Bonds information
6. Wednesday, March 9, 2016 | 6:30 p.m. | Westwood Public Meeting
  - a. First public meeting in workshop, presentation of potential water features by Waters Edge, beginning of public voting on features
7. Thursday, March 10, 2016 | 8:00 a.m. – 4:00 p.m. | Westwood Focus Group Meetings
  - a. Meetings with focus groups including Pisces Project, current Westwood staff, and swim coach
8. Thursday, March 10, 2016 | 11:30 a.m. | Westwood Ad Hoc Meeting
  - a. Second in workshop series, updated advisory group on initial public response
9. Thursday, March 10, 2016 | 6:30 p.m. | Westwood Public Meeting
  - a. Second public meeting in workshop, “open house” format for voting and direct conversation
10. Friday, March 11, 2016 | 8:00 a.m. | Westwood Staff/Waters Edge De-Brief Meeting
  - a. Review of what was heard from public, discussion of next steps
11. Tuesday, March 15, 2016 | 10:00 a.m. | Program Manager Meeting



ADG, PC  
920 W Main  
Oklahoma City, OK 73106  
405.232.5700 ▪ www.adgokc.com

- a. Project updates from City
12. Thursday, March 17, 2016 | 3:00 p.m. | Libraries Conference Call
  - a. Discuss MSR's SD presentations on Monday 3/21 to ad hoc advisory group and public
13. Monday, March 21, 2016 | 11:30 a.m. | Program Kick-Off Meeting
  - a. Program kick-off meeting with City Staff and Program Manager teams, discussion of communication, sequencing, budgets, and Implementation Plan
14. Monday, March 21, 2016 | 3:00 p.m. | Libraries Ad Hoc Meeting
  - a. Presentation by MSR of East and Central Libraries SDs
15. Monday, March 21, 2016 | 4:30 p.m. | Library Board Meeting
  - a. Presentation by MSR of East and Central Libraries SDs
16. Monday, March 21, 2016 | 6:00 p.m. | Libraries Public Meeting
  - a. Presentation by MSR of East and Central Libraries SDs
17. Tuesday, March 22, 2016 | 8:30 a.m. | Libraries Site Plan Working Meeting
  - a. Discussion of libraries sites and plans for design and construction with City stakeholders and MSR
18. Tuesday, March 22, 2016 | 10:30 a.m. | Libraries Electrical and Mechanical Meeting
  - a. Discussion of libraries' intended electrical and mechanical systems with City, PLS and MSR
19. Tuesday, March 22, 2016 | 12:30 p.m. | Libraries Working Session
  - a. Review of East Library programming, furniture, and space needs with MSR and PLS
20. Wednesday, March 23, 2016 | 8:00 a.m. | Libraries Working Session
  - a. Review of Central Library programming and space needs with MSR and PLS
21. Wednesday, March 23, 2016 | 6:30 p.m. | Westwood Public Meeting
  - a. Presentation of water feature survey results and possible configurations
22. Thursday, March 24, 2016 | 2:00 p.m. | Westwood Staff Meeting
  - a. Review of what was heard from public, discussion of next steps
23. Thursday, March 24, 2016 | Westwood Public Meeting
  - a. "Open house" format for voting and direct conversation regarding water feature survey results and possible configurations
24. Monday, March 28, 2016 | 4:00 p.m. | Citizens Financial Oversight Board
  - a. Presentation by Norman Arts Council regarding 1% Public Art, presentation by ADG regarding Program Management services and Implementation Plan
25. Tuesday, March 29, 2016 | 10:00 a.m. | Libraries IT/Electrical Conference Call
  - a. Discussion of libraries IT and electrical design with MSR and MODUS
26. Thursday, March 31, 2016 | 6:30 p.m. | Westwood Ad Hoc Meeting
  - a. Presentation by Waters Edge and The McKinney Partnership of preliminary pool design, approval and recommendation to City Council



ADG, PC  
920 W Main  
Oklahoma City, OK 73106  
405.232.5700 ▪ www.adgokc.com

#### **WORK ANTICIPATED FOR UPCOMING MONTH**

- Council review of Westwood Family Aquatic Center preliminary design
- Continued discussion of program budgets and Implementation Plan

#### **PROJECTS STATUS**

1. East Library
  - a. Schedule: SDs in Progress
  - b. Budget: Awaiting Cost Estimate from MSR
  - c. Issues: Awaiting completion of site testing
2. Central Library
  - a. Schedule: SDs in Progress
  - b. Budget: Awaiting Cost Estimate from MSR
  - c. Issues: Awaiting completion of site testing, coordination of James Garner Avenue work
3. Westwood Family Aquatic Center
  - a. Schedule: Preliminary Concept in Progress
  - b. Budget: Awaiting Cost Estimate
  - c. Issues: Oklahoma Department of Health fixture requirements

#### **NORMAN FORWARD OVERALL STATUS**

1. Schedule: In Development
2. Budget: In Development
3. Implementation Plan: In Development
4. Issues: Continued senior center discussion and research

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SUBMITTED BY: ADG Team - Leslie Tabor, Kyle Lombardo, Mike Mize



ADG, PC  
920 W Main  
Oklahoma City, OK 73106  
405.232.5700 ▪ www.adgokc.com

## MONTHLY REPORT – APRIL 2016

### Norman Forward

**DATE:** May 11, 2016

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**PROJECT:** Norman Forward

**PROJECT NO:** 16-003

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**REPORT PERIOD:** April 1, 2016 to April 30, 2016

#### MEETINGS ATTENDED THIS MONTH

1. Monday, April 4, 2016 | 11:00 a.m. | Weekly Coordination Meeting
  - a. Weekly discussion of project schedules, budgets, and critical issues
2. Thursday, April 7, 2016 | 9:00 a.m. | Libraries Platting
  - a. Reviewed platting process and requirements with Planning Department
3. Thursday, April 7, 2016 | 10:30 a.m. | Libraries Conference Call
  - a. Discussion with MSR regarding East Library schedule, SD submission and cost estimate
4. Monday, April 11, 2016 | 11:00 a.m. | Weekly Coordination Meeting
  - a. Weekly discussion of project schedules, budgets, and critical issues
5. Tuesday, April 12, 2016 | 5:00 p.m. | City Council Conference
  - a. Presentation of the Westwood Family Aquatic Center preliminary concept
6. Wednesday, April 13, 2016 | 4:00 p.m. | Westwood Conference Call
  - a. Discussion with The McKinney Partnership and City regarding Westwood DD schedule
7. Monday, April 18, 2016 | 11:00 a.m. | Weekly Coordination Meeting
  - a. Weekly discussion of project schedules, budgets, and critical issues
8. Monday, April 18, 2016 | 12:30 p.m. | Budget Meeting
  - a. Discussion of project budgets, program budget, and program contingency with City staff
9. Tuesday, April 19, 2016 | 10:00 a.m. | Senior Center
  - a. Reviewed Montgomery Johnston's budget received from Council Member
10. Tuesday, April 19, 2016 | 3:30 p.m. | Westwood Conference Call
  - a. Preparation for Health Department meeting regarding fixture count
11. Monday, April 25, 2016 | 11:00 a.m. | Weekly Coordination Meeting
  - a. Weekly discussion of project schedules, budgets, and critical issues



ADG, PC  
920 W Main  
Oklahoma City, OK 73106  
405.232.5700 ▪ www.adgokc.com

#### **WORK ANTICIPATED FOR UPCOMING MONTH**

- Approval of East Branch Library SDs and cost estimate
- Continued senior center discussion and research
- Selection of LEED Commissioning Agent for Libraries
- Continued discussion of program budgets and Implementation Plan

#### **PROJECTS STATUS**

1. East Library
  - a. Schedule: SDs and Cost Estimate submitted
  - b. Budget: Reviewing Cost Estimate
  - c. Issues: Decision for site recycling facilities
2. Central Library
  - a. Schedule: SDs and Cost Estimate submitted
  - b. Budget: Reviewing Cost Estimate
  - c. Issues: Coordination of James Garner Avenue work
3. Westwood Family Aquatic Center
  - a. Schedule: DDs in Progress
  - b. Budget: Awaiting Cost Estimate
  - c. Issues: Oklahoma Department of Health fixture requirements

#### **NORMAN FORWARD OVERALL STATUS**

1. Schedule: In Development
2. Budget: In Development
3. Implementation Plan: Preliminary draft In Development
4. Issues: Continued senior center discussion and research

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SUBMITTED BY: ADG Team - Leslie Tabor, Kyle Lombardo, Mike Mize

# NORMAN CENTRAL & EAST BRANCH LIBRARY

100% SCHEMATIC DESIGN UPDATE

FOR NORMAN FORWARD

05.23.2016



MSR



TEN X TEN

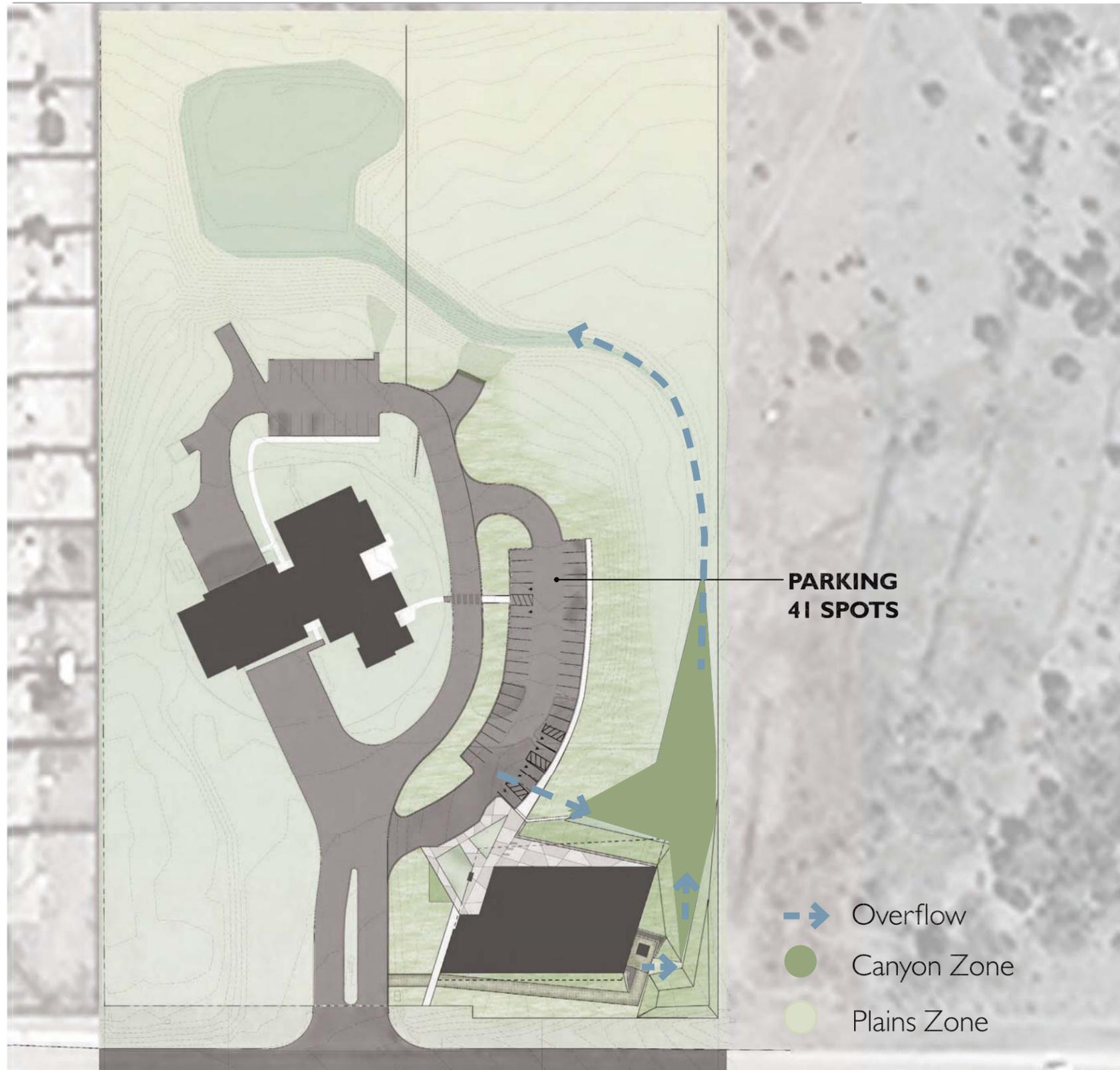
ADG

# PROJECT PROBABLE COST

Norman Public Library EAST Branch  
 STATEMENT OF PROBABLE COSTS - SD  
 May 9th, 2016

Category	East Branch	
	Element Cost	Subtotal
<b>A Land Acquisition and Site Preparation</b>	<b>\$</b>	<b>0</b>
1 Land Costs	\$0	
2 Site Prep	\$0	
<b>B A&amp;E/Design/Testing/Admin/Commissioning</b>	<b>\$</b>	<b>650,873</b>
1 A & E Fees	\$ 607,123	
2 Testing/Permitting and Platting/Excise Tax	\$ 13,750	
3 Administration	\$0	
4 Commissioning	\$ 30,000	
<b>C Construction/FF&amp;E</b>	<b>\$</b>	<b>4,197,452</b>
1 Probable Construction Cost	\$ 3,835,442	
2 FF&E	\$ 362,010	
3 Public Art	carried separately	
<b>D Project Contingency</b>	<b>\$</b>	<b>250,000</b>
	<b>TOTAL</b>	<b>\$ 5,098,325</b>

# PLANTING CONCEPT



CANYON ZONE



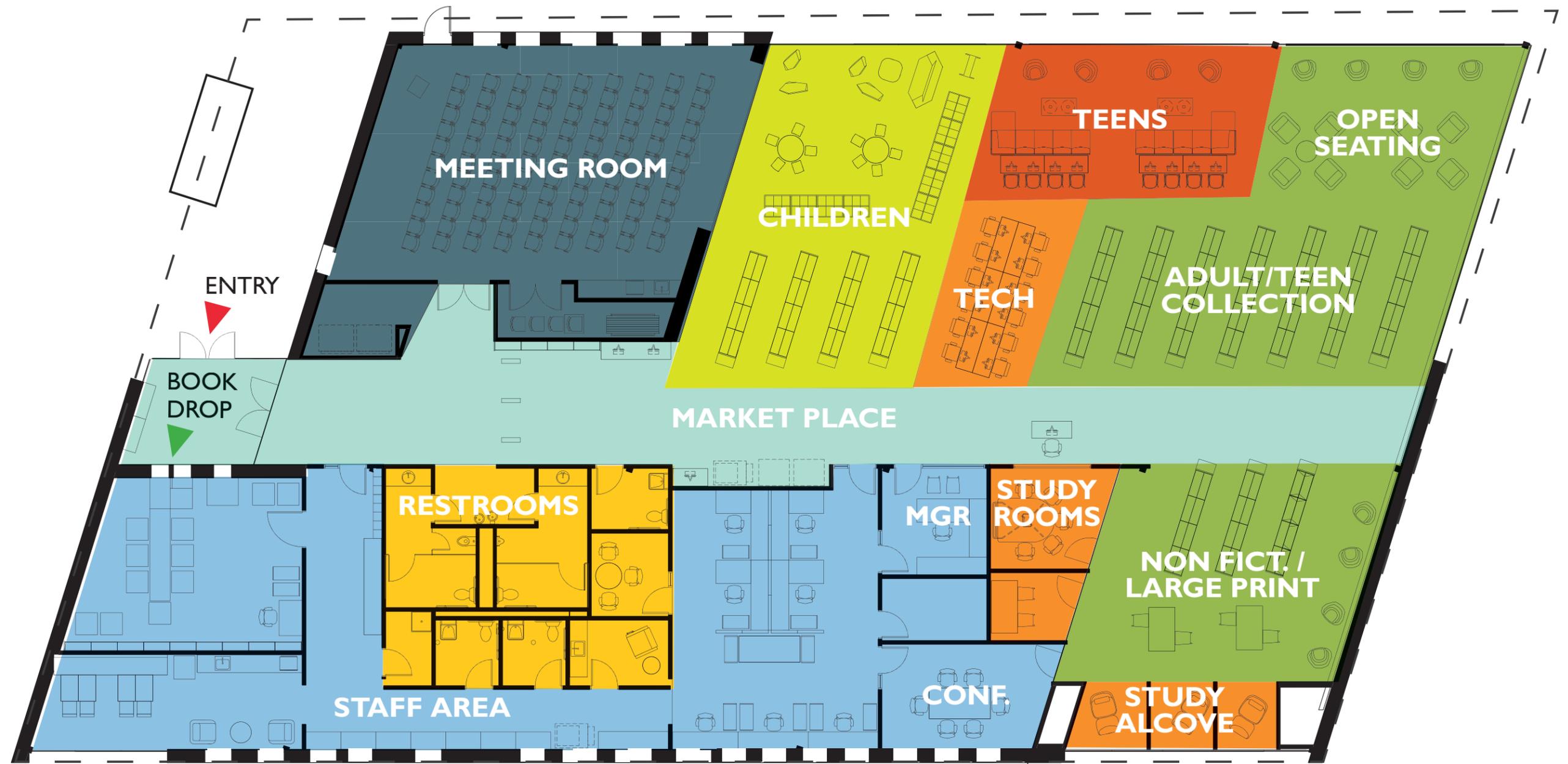
PLAINS ZONE



**EXTERIOR RENDER** AERIAL FROM NORTH WEST



# FLOOR PLAN



# NORMAN CENTRAL BRANCH

100% SCHEMATIC DESIGN

# PROJECT PROBABLE COST

May 23rd, 2016

Category		Central Branch		
		Element Cost	Subtotal	
<b>A</b>	<b>Land Acquisition and Site Preparation</b>		<b>\$ 1,682,293</b>	<b>4%</b>
1	Land Costs including site prep and surveying	\$ 1,682,293		
<b>B</b>	<b>A&amp;E/Design/Testing/Admin/Commissioning</b>		<b>\$ 3,822,510</b>	<b>10%</b>
1	A & E Fees	\$ 3,561,010		
2	Testing/Permitting and Platting/Excise Tax	\$ 206,500		
3	Administration	\$0		
4	Commissioning	\$ 55,000		
<b>C</b>	<b>Construction/FF&amp;E</b>		<b>\$ 31,507,357</b>	<b>81%</b>
1	Probable Construction Cost	\$ 28,894,357		
2	FF&E	\$ 2,613,000		
3	Public Art	carried separately		
<b>D</b>	<b>Project Contingency</b>		<b>\$ 1,950,000</b>	<b>5%</b>
		<b>TOTAL</b>	<b>\$ 38,962,160</b>	<b>100%</b>

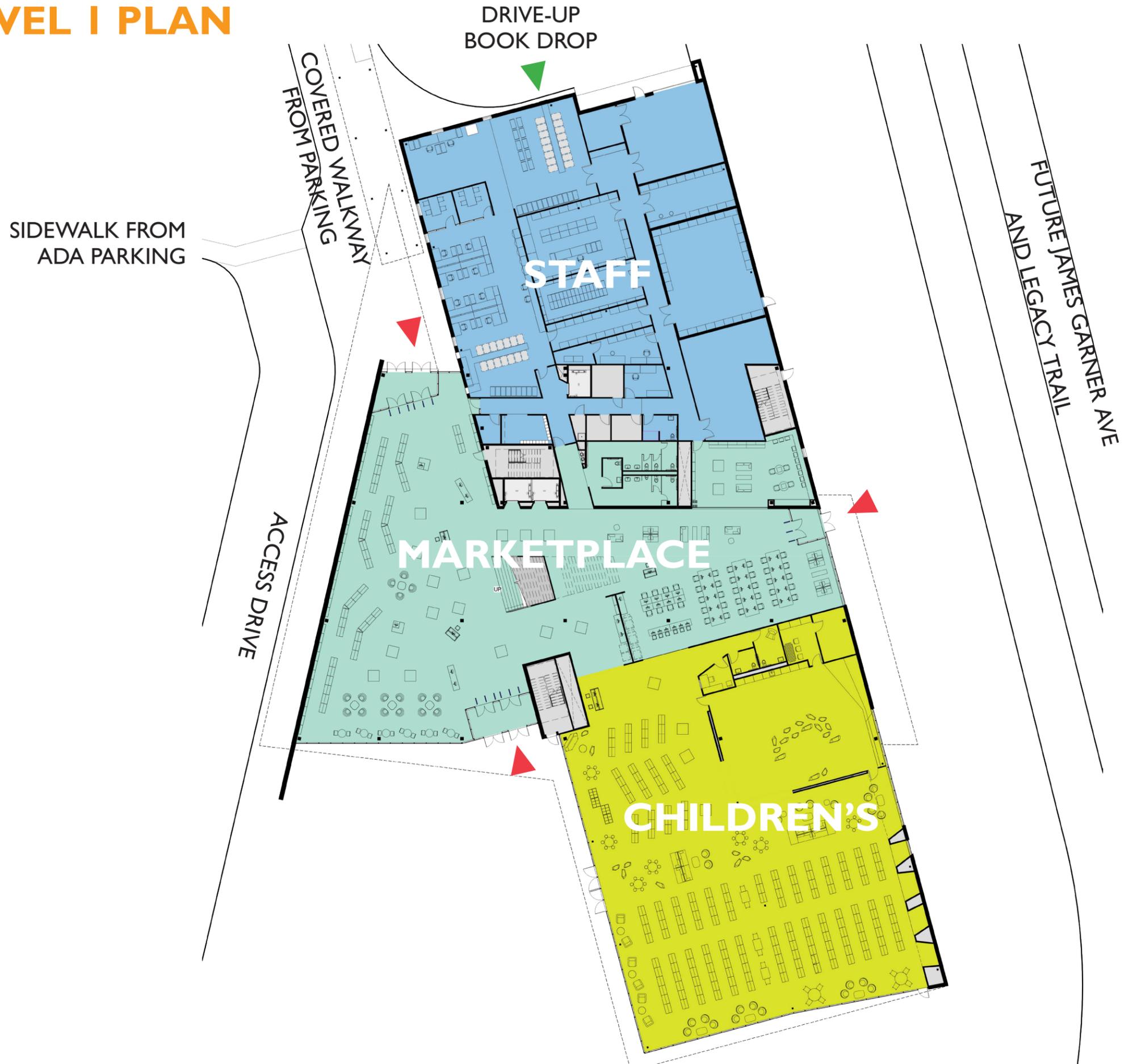
# SITE PLAN



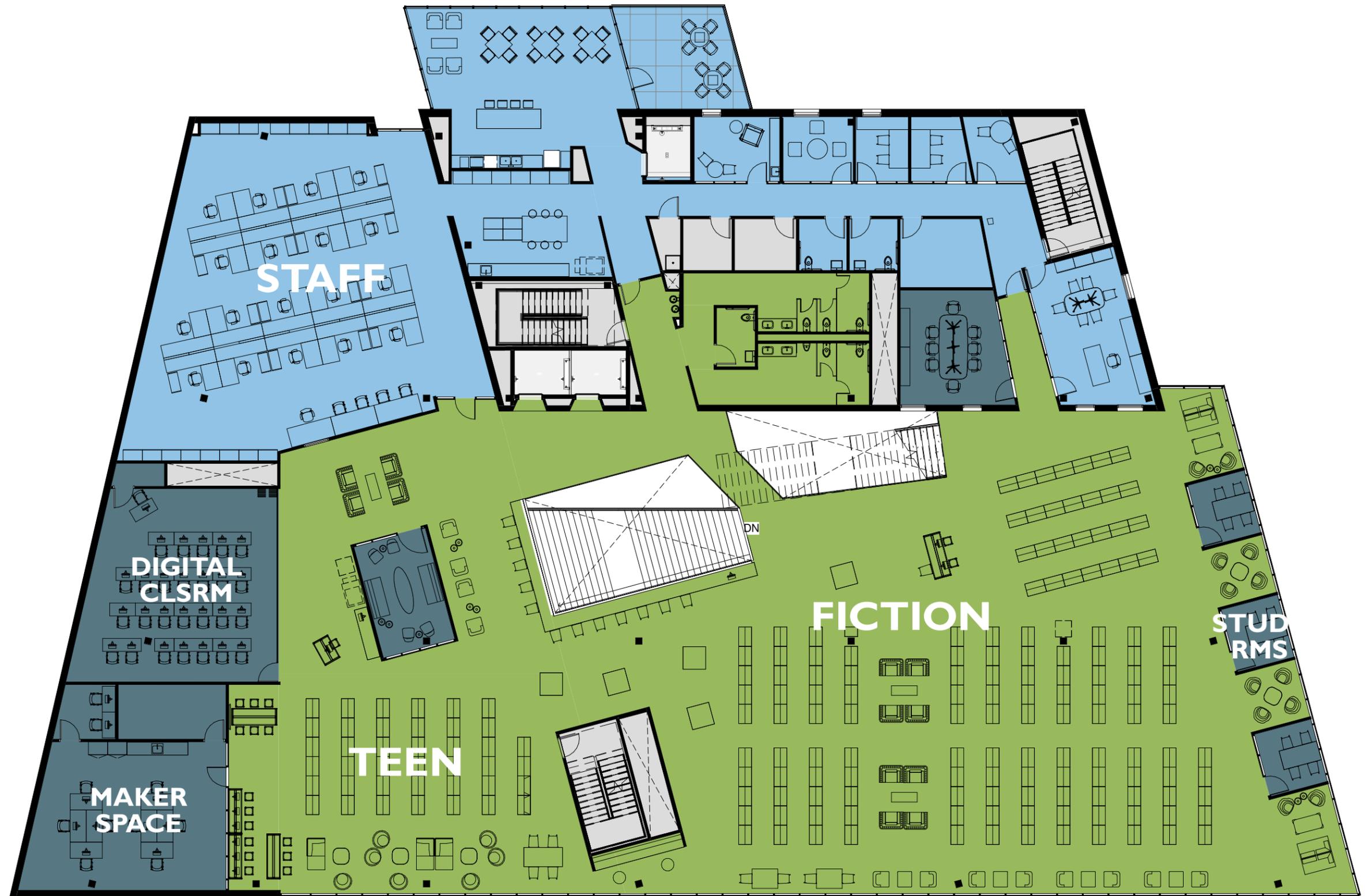
# VIEW FROM ANDREWS PARK



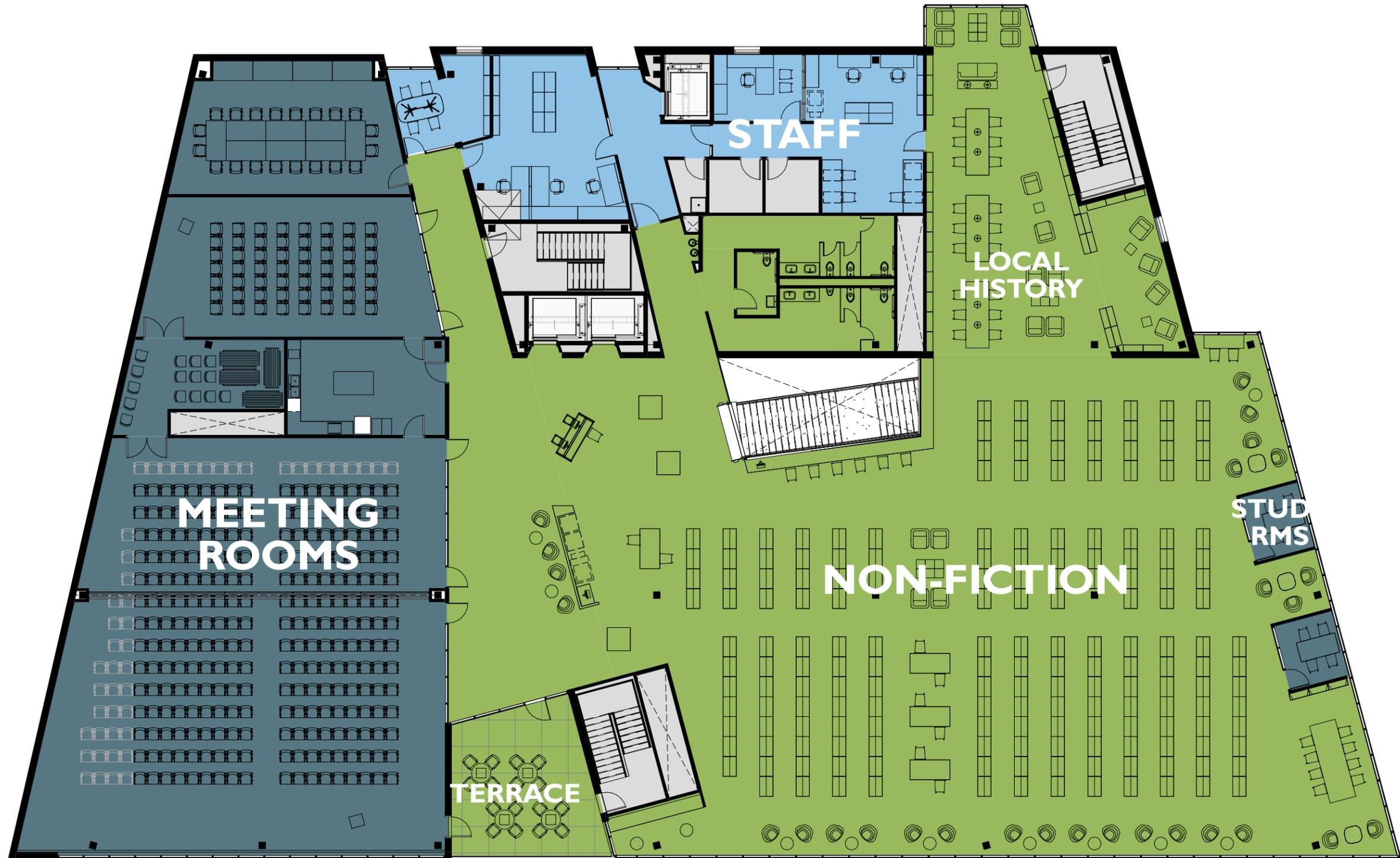
# OVERALL LEVEL I PLAN



# LEVEL 2 PLAN



# LEVEL 3 PLAN





**NORMAN FORWARD DRAFT Implementation Plan**  
**May 2016**  
Revised 5/20/16

# NORMAN FORWARD

## DRAFT Implementation Plan

### I. Executive Summary

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

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

The NORMAN FORWARD program includes:

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

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

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

## **II. Background**

### **The History of NORMAN FORWARD**

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

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

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

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

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

### **Public Involvement**

The NORMAN FORWARD Citizen Financial Oversight Board (CFOB) was created to review the finances of the NORMAN FORWARD program. Their tasks include:

- Review actual and projected NORMAN FORWARD Sales Tax (NFST) revenues
- Recommend mix of project financing including pay as you go (“paygo”)
- Review pace and sequencing of construction of projects
- Review Council actions related to expenditures of NFST monies
- Recommend strategies for long term operations and maintenance of facilities
- Report to Council from time to time as warranted and to provide an annual report to City Council
- Perform such other duties related to NORMAN FORWARD as the City Council directs by motion or resolution
- Assign one CFOB member to serve with and act as a liaison to certain advisory committees that Council may form from time to time regarding specific NORMAN FORWARD projects

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

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

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

### **Process**

The NORMAN FORWARD Implementation Plan sets the overall guidelines for program scope, project scheduling, and individual construction budgets. Site

selection and land acquisition, if applicable, will be required prior to the start of design for most projects.

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

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

Documents produced by each consultant will undergo peer reviews conducted by City Staff and the Program Manager. The purpose of these reviews will be to monitor the consultant's plans and specifications for conformance with the City's design intent and the allocated budget. At selected phases of the design process, the ad hoc advisory groups and the Citizens Financial Oversight Board will receive presentations from consultants in order to review and approve the design.

Once the final design of a project has been approved, the City will utilize its standard competitive bidding process to solicit and award construction contracts. The architects and/or engineers will review construction progress, and the Program Manager will provide additional field observation for conformance with construction documents.

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

### **Communication**

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

Communication projects include but are not limited to:

- A quarterly electronic newsletter to stakeholders
- Promotion and updates via social media outlets including Facebook and Twitter
- Updates and promotion in partnership with the Norman Chamber of Commerce via the Chamber's newsletter and website
- Routine press releases about public meetings, surveys, and other updates sent to various outlets including the *Norman Transcript* and Norman News

- Updates in the City Manager's weekly report to City Council, which is also sent to the *Norman Transcript*, posted to the City Manager's webpage, and promoted on Facebook
- Updates in the City Manager's report at City Council meetings; videos from these updates are posted to the City Manager's webpage, promoted on Facebook, and uploaded to YouTube
- Routine updates to the NORMAN FORWARD website
- Meetings posted on government access television

Future communication is planned as projects progress and plans include but are not limited to:

- Branded NORMAN FORWARD construction signs
- Construction groundbreakings
- Ribbon cuttings, open houses, tours, and more
- Inclusion in City of Norman's Annual Report
- Project videos shared for broad reach across social media, newsletters, government access television, and YouTube
- Story ideas to local television and print media

### **Implementation Plan Development**

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

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

The construction budgets are used to develop conceptual scopes of work based upon a number of sources including information from local and national cost estimating firms, industry consultants, and data from the City of Norman. Actual budget costs may be more or less than the initial cost estimates depending on the order in which they occur in the overall program. Earlier project budgets may be adjusted down per year for deflation and later projects may be adjusted up per year for inflation.

### III. The Projects

The projects and their respective published budgets are:

- Central Branch Library .....\$39 million
- East Branch Library .....\$5.1 million
- Westwood Family Aquatic Center .....\$12 million
- Indoor Multi-Sport Facility .....\$8.5 million
- Indoor Aquatic Center .....\$14 million
- Sports Complex Projects .....\$23.5 million
  - Reaves Park .....\$10 million
  - Softball & Football Complex .....\$2.5 million
  - Griffin Park .....\$11 million
- Parks Projects .....\$25 million
  - Westwood Tennis Center .....\$1 million
  - Saxon Park .....\$2 million
  - Ruby Grant Park .....\$6 million
  - Andrews Park .....\$1.5 million
  - Existing Neighborhood Park Renovations .....\$6.5 million
  - New Neighborhood Park Development .....\$2 million
  - New Trail Development .....\$6 million
- Griffin Land Acquisition .....\$10 million
- Traffic Improvements .....\$2.7 million
- James Garner Avenue Extension .....\$6 million
- Canadian River Park .....\$2 million
- Senior Citizens Center ..... To Be Determined

Components of each project budget may include:

- Consulting, architecture, and engineering services
- Other pre-construction costs such as:
  - Environmental investigation and remediation
  - Geotechnical and construction testing
- Infrastructure
- Land acquisition, if applicable
- Construction
- Project Contingency

## **Central Branch Library**

### *Description*

The November 2014 Library Master Plan Update recommended construction of library branches as part of the Pioneer Library System (PLS). PLS is a multi-county library system serving Cleveland, McClain, and Pottawatomie counties in central Oklahoma. Each library in PLS's service area is a partnership between the library system and the city where it is located; the city provides and maintains the facility and PLS provides library staff, collections, and programming.

The new Norman Central Branch Library will include public meeting rooms, learning space, a local history collection, free wireless Internet, access to technology, and programming for all ages.

### *Scope*

The new Norman Central Branch Library will relocate the existing library to a more spacious and modern facility. This branch is the main branch of both Norman and the Pioneer Library System and will be approximately 82,000 square feet. The location is north of Andrews Park on City-owned land, primarily the site of the former Rhodes granary.

### *Preliminary Estimated Budget*

Land Acquisition / Site Prep / Infrastructure	\$1,682,293
A&E / Design / Testing	\$3,802,310
Construction & FFE	\$31,517,357
Project Contingency	\$1,950,000
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Total Project Budget	\$38,951,960

### *Timing*

Architecture and engineering are underway. The Central Branch Library is expected to be completed in the first half of the NORMAN FORWARD program and open in early 2019.

## **East Branch Library**

### *Description*

As the population in Norman has expanded east and west, so has the demand for library services on the east and west sides of the city. The Norman West branch opened in late 2013 and the East Branch Library project will continue to expand library services to residents on the east side of the city.

The new East Branch Library will include public meeting space, free wireless Internet, access to technology, and programming for all ages.

### *Scope*

The new Norman East Branch Library will be approximately 12,500 square feet and will be located adjacent to Fire Station No. 9 at the intersection of Alameda and Ridge Lake Boulevard.

### *Preliminary Estimated Budget*

Land Acquisition / Site Prep / Infrastructure	\$43,200
A&E / Design / Testing	\$650,123
Construction & FFE	\$4,123,256
Project Contingency	\$250,000
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Total Project Budget	\$5,066,579

### *Timing*

Architecture and engineering are underway. The East Branch Library is expected to be completed early in the NORMAN FORWARD program and open in 2018.

## **Westwood Family Aquatic Center**

### *Description*

The Westwood Family Aquatic Center will replace the aging Westwood pool by razing the existing pool and constructing an updated, modern outdoor aquatic center.

### *Scope*

Based on the current budget, the pool will have approximately 18,000 square feet of water surface area and include a variety of features that have been determined through public input. Features will include a lazy river, slides, water sprays, and shaded shallow areas. A new bathhouse, concession area, and additional parking are also part of this project.

### *Preliminary Estimated Budget*

Land Acquisition / Site Prep / Infrastructure	\$0
A&E / Design / Testing	\$900,000
Construction & FFE	\$10,500,000
Project Contingency	\$600,000
<hr/>	
Total Project Budget	\$12,000,000

### *Timing*

Architecture and engineering are underway. The existing pool is scheduled to close at the end of July 2016 and the new facility is planned to open by summer 2017. A successful summer 2017 opening is dependent on favorable weather conditions during construction. This project is scheduled to be completed early in the NORMAN FORWARD program and may be among the first large scale NORMAN FORWARD projects to be completed.

## **Indoor Multi-Sport Facility**

### *Description*

A new indoor multi-sport facility is planned to replace the WWII hangar gym east of the YMCA. The new facility will provide upgraded, conditioned space for recreational activities.

### *Scope*

The new indoor multi-sport facility will accommodate indoor sports including, but not limited to, basketball and volleyball. Land for the facility will be leased from the University of Oklahoma. Requests for proposals for an operator will be solicited. The YMCA has indicated strong interest in operating the facility.

### *Preliminary Estimated Budget*

Land Acquisition / Site Prep / Infrastructure	\$425,000
A&E / Design / Testing	\$680,000
Construction & FFE	\$6,885,000
Project Contingency	\$510,000
<hr/>	
Total Project Budget	\$8,500,000

### *Timing*

Architecture, engineering, and site preparation are scheduled to begin in 2017. This project is scheduled to be completed by 2020.

## **Indoor Aquatic Center**

### *Description*

The planned indoor aquatic center will include competitive and recreational pools for community use.

### *Scope*

A potential site has been identified adjacent to the YMCA. The project is dependent upon successful operating agreements between the City of Norman, the University of Oklahoma, Norman Public Schools, Norman Regional Hospital, the Sooner Swim Club, and an operator such as the YMCA.

### *Preliminary Estimated Budget*

Land Acquisition / Site Prep / Infrastructure	\$700,000
A&E / Design / Testing	\$1,260,000
Construction & FFE	\$11,200,000
Project Contingency	\$840,000
<hr/>	
Total Project Budget	\$14,000,000

### *Timing*

Architecture, engineering, and site preparation are scheduled to begin in 2018. This project is scheduled to be completed by the end of the year 2020.

## Sports Complex Projects

### *Description*

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

### *Scope*

The identified sports complex projects are:

- Reaves Park: additional youth baseball/softball fields with lighting, restrooms, concessions, and additional parking.
- Softball & Football Complex: multi-field softball and football complex with lighting, restrooms, concessions, and parking.
- Griffin Park: new outdoor soccer fields with lighting, indoor soccer facility, and a new Parks maintenance facility.

### *Preliminary Estimated Budget*

Land Acquisition / Site Prep / Infrastructure	\$1,800,000
A&E / Design / Testing	\$1,880,000
Construction & FFE	\$18,410,000
Project Contingency	\$1,410,000
<hr/>	
Total Project Budget	\$23,500,000

### *Timing*

Architecture, engineering, land acquisition, and site preparation are scheduled to begin early in the program. The regrading of two soccer fields at Griffin Park is already underway. Reaves and Griffin design work should begin once the land purchase for Griffin Park is complete. Potentially, this could occur in late 2016 or early 2017. Project construction can be broken down into smaller projects, which could begin in 2017. Completion of all projects could be accomplished in 2020. Land acquisition for the Softball & Football Complex is currently being discussed and is anticipated to be completed in late 2017.

## **Parks Projects**

### *Description*

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

### *Scope*

The identified parks projects are:

- Westwood Tennis Center: conversion of two existing outdoor courts to indoor and construction of two new outdoor courts with lighting.
- Saxon Park: develop Phase II of the Saxon Park Master Plan to include additional parking, fencing, furnishings, play area, restrooms, and event shelter.
- Ruby Grant Park: develop Phase I of the Ruby Grant Park Master Plan with utility infrastructure improvements, signage, parking, trails, practice fields, pavilion, and pedestrian lighting.
- Andrews Park: skate park expansion, amphitheater seating shade, landscaping, and splash pad enhancement.
- Existing Neighborhood Park Renovations: as per revisited 2009 Parks Master Plan recommendations.
- New Neighborhood Park Development
- New Trail Development: complete initial loop routing of Legacy Trail.

### *Preliminary Estimated Budget*

Land Acquisition / Site Prep / Infrastructure	\$1,440,000
A&E / Design / Testing	\$1,240,000
Construction & FFE	\$20,580,000
Project Contingency	\$1,740,000
<hr/>	
Total Project Budget	\$25,000,000

### *Timing*

Architecture, engineering, and site preparation are anticipated to begin early in the program. This project is scheduled to be completed in the last half of the program, though portions may be finished early in the program and throughout the timeline. Westwood Tennis Center construction could begin in 2016 and be completed in 2018. Saxon and Ruby Grant Parks could begin in 2018 and be completed in 2020. Existing Neighborhood Park Renovations will be done on a paygo basis and could begin in 2017. Parks project order will be determined by the Board of Parks Commissioners. Legacy Trail land acquisition and design could begin in 2019.

## **Griffin Land Acquisition**

### *Description*

2014 legislation authorizes the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) for the sale of the Griffin property. The property will be purchased by the City of Norman to be used for recreational activities.

### *Scope*

The identified properties to be acquired are:

▪ Griffin Park & Sutton Wilderness	322.2 acres
▪ Francis Cate Park	up to 14.5 acres
<hr/>	
Total Anticipated Land Acquisition	336.7 acres

### *Budget*

Land Acquisition	\$10,000,000
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### *Timing*

Negotiations for the acquisition of the property are underway. Preliminary terms of an Agreement with ODMHSAS call for the land to be purchased at an agreed-to price, to be paid out over a period of years. The Griffin Park projects will be able to proceed once the acquisition agreement is finalized.

## Traffic Improvements

### *Description*

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

### *Scope*

Planned projects include traffic analysis, street and storm water improvements, and traffic signals at various locations. Related NORMAN FORWARD projects are the Indoor Multi-Sport Facility, Indoor Aquatic Center, Griffin Park, and Reaves Park.

### *Preliminary Estimated Budget*

Land Acquisition / Site Prep / Infrastructure	\$270,000
A&E / Design / Testing	\$216,000
Construction & FFE	\$2,025,000
Project Contingency	\$189,000
<hr/>	
Total Project Budget	\$2,700,000

### *Timing*

Architecture, engineering, land acquisition, and site preparation are scheduled to begin throughout the program based on specified sites. This project is scheduled to be completed as needed for individual project sites during construction phases.

## **James Garner Avenue Extension**

### *Description*

The James Garner Avenue Extension will provide a north/south roadway to more efficiently carry motorists between downtown Norman and State Highway 77 North. The extension will also create an updated entrance to the City from the north.

### *Scope*

The extension project will extend James Garner Avenue from Acres Street, over the Robinson Street underpass, connecting to State Highway 77 North via a two-lane roadway to North Flood Avenue.

### *Preliminary Estimated Budget*

Land Acquisition / Site Prep / Infrastructure	\$600,000
A&E / Design / Testing	\$480,000
Construction & FFE	\$4,500,000
Project Contingency	\$420,000
<hr/>	
Total Project Budget	\$6,000,000

### *Timing*

The construction schedule will be coordinated with the construction of the Central Branch Library. Architecture and engineering are underway to provide specifications for the Central Branch Library project. Site preparation is scheduled to begin midway through the program timeline. This project schedule is dependent upon matching Federal Transportation Improvement dollars administered through the Association of Central Oklahoma Governments (ACOG).

## Canadian River Park

### *Description*

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

### *Scope*

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

### *Preliminary Estimated Budget*

Land Acquisition / Site Prep / Infrastructure	\$200,000
A&E / Design / Testing	\$175,000
Construction & FFE	\$1,480,000
Project Contingency	\$140,000
<hr/>	
Total Project Budget	\$1,995,000

### *Timing*

Architecture, engineering, and site preparation are contingent upon resolution of land transferability legalities. The ability of the City to acquire land originally contemplated for this project involves resolution of legal complexities related to current ownership and transfer right. This project is contemplated to move forward in the last half of the program.

## **Senior Citizens Center**

### *Description*

The NORMAN FORWARD Ordinance included the following language:

*To construct and to equip a Senior Center through renovation of an existing facility or construction of a new free standing facility at a location to be determined by Council, after consideration of the desires of Norman citizens who would likely use the facility, functionality of proposed facility, and feasibility including how to accomplish other voter authorized municipal complex improvements:*

*To be funded from proceeds that can be generated from the sale of General Obligation Bonds authorized by voters in 2008, or from revenues generated from the Norman Forward Quality of Life Projects Sales Tax of 2015, and*

*To be located in the vicinity of Andrews Park or another site shown to be reasonably available for this purpose.*

The City Council worked on the Senior Citizens Center location issue early in 2016 and adopted resolution R-1516-77, narrowing the Senior Citizens Center location options to the Existing Library site (EL), a site on the eastern portion of Andrews Park (AP), and a site north of Acres Street and west of the new Central Branch Library site (L4). The Council has received information from Bond Counsel that feedback from the State Attorney General's office has indicated that proceeds from a voter-approved 2008 General Obligation Bond authorization could only be used for a Senior Citizens Center at the EL site. Council has asked for additional evaluations by City Staff of the EL, AP, and L4 sites. This Staff work is ongoing and should be brought back for review in the near future. The impact on the NORMAN FORWARD program will depend on determination of site location, as well as the chosen funding source(s) for the Senior Citizens Center project.

### Other Projected Program Expenses

▪ Public Art	\$1,200,000
▪ Park Maintenance Staff	\$3,009,925
▪ Senior Center Staff	\$605,843
▪ Facility Maintenance Staff	\$1,562,753
▪ Capital Equipment	\$425,000
▪ Aquatic Center Operating Subsidy	\$2,100,000
▪ Project Oversight	\$1,700,000
▪ Westwood Pool/Tennis Replacement	\$455,000
▪ Facility Maintenance Contract	\$210,000
▪ Interest and Debt Service Cost	\$44,148,779
<hr/>	
Total Other Program Expenses Budget	\$55,417,300

Projects identified for Public Art include:

- Central Branch Library
- East Branch Library
- Westwood Family Aquatic Center
- Indoor Multi-Sport Facility
- Indoor Aquatic Center
- Sports Complex Projects: Reaves Park, Griffin Park
- Park Projects: Westwood Tennis Center, Ruby Grant, Saxon & Andrews

## IV. Project Timeline

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

The goal was to create project order within the constraints of the funding structure. The Central and East Libraries and the Westwood Family Aquatic Center begin early in the NORMAN FORWARD program. The Library projects are closely tied to quality of life and have a long history with voters. Westwood Family Aquatic Center's timeline matches up with the swim season and has the potential to be completed early in the NORMAN FORWARD program.

The Indoor Multi-Sport Facility and Indoor Aquatic Center are planned to be completed after the Libraries and Westwood Aquatic Center. They could both potentially be completed by 2020.

The Sports Complex Projects' sequencing and phasing are dependent on each other due to the removal and construction of the Parks maintenance facility and the relocation of programs. These projects can, and should, be done in smaller phases until all land acquisition has been completed. They may begin in the first half of the NORMAN FORWARD program but not be completely finished until the last half of the schedule.

The Parks Projects, Griffin Land Acquisition, Traffic Improvements and James Garner Avenue Extension projects may begin throughout the NORMAN FORWARD program. The Traffic Improvements are related to specific projects and their beginning and end dates may depend on those project timelines.

Potential impacts to the project timeline include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other increases in cost of construction materials
- Other unforeseen circumstances

# Preliminary Conceptual Project Order

PRELIMINARY CONCEPTUAL PROJECT ORDER	DRAFT NORMAN FORWARD Project Timeline					
	Time shown in calendar years					
	2016	2017	2018	2019	2020	2021
Central Branch Library	PRECONSTRUCTION / A&E	CONSTRUCTION				
East Branch Library	PRECONSTRUCTION / A&E	CONSTRUCTION				
Westwood Family Aquatic Center	PRE / A&E	PROJECT CONSTRUCTION				
Indoor Multi-Sport Facility	LAND ACQ	OP AGREE	PRECONSTRUCTION / A&E	PROJECT CONSTRUCTION		
Indoor Aquatic Center	LAND ACQUISITION	OP AGREE	PRECONSTRUCTION / A&E	PROJECT CONSTRUCTION		
Sports Complex Projects						
Reaves Park	MASTER PLAN	PRECONSTRUCTION / A&E	PROJECT CONSTRUCTION			
Softball & Football Complex	LAND ACQ	PRE / A&E	CONSTRUCT			
Griffin Park	LAND ACQ	MASTER PLAN	PRE / A&E	PROJECT CONSTRUCTION		
Parks Projects						
Westwood Tennis Center	PRECONSTRUCTION / A&E	PROJECT CONSTRUCTION				
Saxon Park			PRECONSTRUCTION / A&E	PROJECT CONSTRUCTION		
Ruby Grant Park			PRECONSTRUCTION / A&E	PROJECT CONSTRUCTION		
Andrews Park				PRE / A&E	CONSTRUCT	
Existing Neighborhood Parks			PRECONSTRUCTION / A&E	PROJECT CONSTRUCTION		
New Neighborhood Parks			PRECONSTRUCTION / A&E	PROJECT CONSTRUCTION		
New Trail Development				PRECONSTRUCTION / A&E	PROJECT CONSTRUCTION	
Traffic Improvements						
Related to Specific Projects		PRECONSTRUCTION / A&E		PROJECT CONSTRUCTION		
James Garner Avenue Extension			PRECONSTRUCTION / A&E / DESIGN		PROJECT CONSTRUCTION	
Canadian River Park						
			TO BE DETERMINED BASED ON CITY'S ABILITY TO ACQUIRE PROJECT LAND			
Senior Citizens Center						
			TO BE DETERMINED BASED ON AVAILABLE FUNDING			

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- Land Acquisition / Site Preparation / Infrastructure / Lease Negotiations
- Preconstruction / Architecture & Engineering (A&E) / Design / Testing
- Project Construction
- Operating Partner Agreement
- Parks & Recreation Master Planning
- Project To Be Determined based on certain factors



## V. Conclusion

This Implementation Plan includes an introduction and history of the NORMAN FORWARD program, project descriptions, scopes of work, budgets, project phasing, and the Project Timeline.

Upon the recommendation of the Citizens Financial Oversight Board and final approval by City Council, City Staff will implement and administer the 15-year plan. The Program Manager will assist City Staff with programming, cost estimating, design review, and construction observation on projects outlined by their contract with the City.

This document is based on currently available information as well as certain assumptions made based on anticipated requirements. It may be amended by City Council as new information arises or other changes occur over the 15-year life of the quality-of-life program.

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## **Additional Information**

### **NORMAN FORWARD, City of Norman**

<http://normanok.gov/cm/norman-forward>

### **“Norman Residents Support Sales Tax Increase”**

<http://newsok.com/article/5453348>

### **“Norman Voters Approve Sales Tax Increase”**

<http://journalrecord.com/2015/10/14/voters-approve-sales-tax-increase/>

### **2009 Parks and Recreation Master Plan, City of Norman**

<http://normanok.gov/parks/parks-recreation-master-plan>

### **2014 Norman Public Library Master Plan Update**

<http://www.normanok.gov/sites/default/files/Features/Norman%20Central%20%2B%20East%20Library%20Master%20Plan.pdf>