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November 15, 2024

VIA PERSONAL DELIVERY

City of Norman
c/o Norman City Clerk
201 West Gray
Norman, OK 73070

**Re: Pioneer Library System Notice of Tort Claim Against City of Norman
Pursuant to Governmental Tort Claim Act**

Dear Clerk's Office,

This law firm has been engaged to represent Pioneer Library Systems ("PLS") in connection with its potential tort claims against the City of Norman. Please find enclosed PLS's completed Notice of Tort Claim for the City of Norman and related attachments.

Should you have any questions, please feel free to reach out to me.

Sincerely,

A handwritten signature in blue ink that reads 'Andrew E. Henry'. The signature is fluid and cursive, with a long, sweeping tail on the 'y'.

Andrew E. Henry
For the Firm

Enclosures

RECEIVED IN THE OFFICE
OF THE CITY CLERK
ON 11-15-24



The City of
NORMAN

NOTICE OF TORT CLAIM

Return Completed Forms to:
City Clerk's Office – Tort Claims
CITY OF NORMAN, P.O. BOX 370
NORMAN, OKLAHOMA 73070

Please complete *ALL* pages of this form. Please print or type the responses. *Failure to provide information required in this form can invalidate your claim.*

CLAIMANT(S) INFORMATION

CLAIMANT(S): Pioneer Library System Date of Birth: N/A
ADDRESS: 300 Norman Center Court CITY: Norman
STATE: OK ZIP: 73072 PHONE: (H) _____ (W) 405-801-4502
EMAIL ADDRESS: lwells@pioneerlibrarysystem.org SSN/Tax ID#: 73-6081619

Claimants that are joint owners of property (such as co-owners of a vehicle or home) **must both** be included on the tort claim.

If Claimant is not the owner of the damaged property, provide owner's name, address, email, and daytime phone number.

CLAIM INFORMATION

DATE OF INCIDENT: November 15, 2023 TIME: N/A a.m. p.m.

LOCATION OF INCIDENT: 103 W. Acres Street

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:
Include the name of the City department and/or employee involved. Provide any evidence that will prove City or a City employee was responsible, including any photographs of the alleged damages to support your claim.

See attached pages

(Use additional pages if necessary.)

INSURANCE INFORMATION

List the name of your insurance company and agent, the address, and phone number.

CNA Paramount (insurer); Agent Tom Caraway, Insurica, 3510 24th Avenue NW, Suite 201
Norman, OK 73069 405-292-6410

Have you filed a claim with your insurance company for these damages? Yes No

If yes, submit a copy of your claim.

Have you been, or do you expect to be, compensated for your damages by your insurance company? Yes No

What was or will be the amount of compensation from your insurance company? \$ N/A

COMPENSATION REQUESTED

PROPERTY DAMAGE:

Please list items damaged, the age and original cost of each item, the amount of property loss claimed, and include any required supporting documentation referenced below.

PROPERTY DAMAGE DESCRIPTION:

AMOUNT CLAIMED:

- | | |
|--------------------------------------|---------------------|
| 1. <u>Books/Collection Materials</u> | \$ <u>35,394.56</u> |
| 2. _____ | \$ _____ |
| 3. _____ | \$ _____ |
| 4. _____ | \$ _____ |

TOTAL AMOUNT CLAIMED FOR PROPERTY DAMAGE: \$ 35,394.56

Required Supporting Documentation for Property Damage:

1. If you are alleging damage to your vehicle:
 - a. Copy of the vehicle title, front and back;
 - b. Photographs of the vehicle showing the damage, including photographs of the VIN and License Plate;
 - c. Copy of either actual repair bill OR two estimates for cost of repair; AND
 - d. Copy of receipts or estimates showing associated expenses such as: towing, vehicle rental, etc.
2. If you are alleging damage to your home or to real property:
 - a. Copy of the current deed.

OTHER DAMAGE (Is the claim seeking compensation other than for loss or damage to property?):

Please describe the type of injury or damage you sustained. You must state the compensation requested (do not include amounts already requested in previous sections) and include any required supporting documentation referenced below.

OTHER DAMAGE DESCRIPTION:

AMOUNT CLAIMED:

- | | |
|---|----------|
| 1. <u>See attached damages categories and estimates</u> | \$ _____ |
| 2. _____ | \$ _____ |
| 3. _____ | \$ _____ |
| 4. _____ | \$ _____ |

Were you on the job at the time of the injury? Yes No

If so, what is the name of your employer? N/A

Has any medical bill been paid or will be paid by Medicare/Medicaid? Yes No

If so, list: Medicare/Medicaid number: _____ SSN: _____

Date of Birth: _____ Gender: _____

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

Medicare/Medicaid Beneficiary Name (please print)

Medicare/Medicaid Beneficiary Name Signature

TOTAL AMOUNT OF OTHER DAMAGE CLAIMED:

\$ 1439687

Required Supporting Documentation for Other Damage:

1. If you are alleging personal injury:

- a. Name and address of all health care providers who provided treatment since the time of the incident, AND
- b. A HIPPA compliant authorization for release of health information from all providers.

TOTAL AMOUNT REQUESTED TO FULLY SETTLE THE ABOVE CLAIM(S): \$ 1475081.56

(required)

THIS FORM MUST BE SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED.

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Gisa J Wells

CLAIMANT'S SIGNATURE

CLAIMANT'S SIGNATURE (if applicable)

Statement of Circumstances

Since 1962, the City of Norman (the “City”) has agreed to provide Pioneer Library System (“PLS”), a multi-county public library system organized under 65 O.S. § 4-401 *et. seq.*, with buildings in which PLS provides library services to the community.

In 2016, a Memorandum of Understanding acknowledged that the City would construct a new building located at Acres Street to house one of the Norman branch libraries. A copy of the Memorandum of Understanding is attached as Exhibit 1. The City is the owner of the land and building located at 103 W. Acres Street, Norman, Oklahoma 73069 (the “Central Library”). A copy of the deed pursuant to which the City acquired the Central Library is attached as Exhibit 2. PLS operates two additional branch library locations in Norman but the Central Library houses the bulk of the collection of materials and equipment and provides the bulk of the programming services.

In 2019, the 80,000 square foot Central Library was completed by Flintco, LLC under contract with the Norman Municipal Authority (the “Authority”), a public trust of which the City is the sole beneficiary, for the benefit of the City. Following completion of the Central Library facility, the agreements for library services between PLS and the City for fiscal years 2022-24, including the period of July 1, 2023 - June 30, 2024 when the losses began, required the City to provide and maintain suitable buildings in which library services may be provided, including at the Central Library. A copy of the Agreement for Library Services, Facilities and Maintenance 2023-2024 (“Library Services Agreement”) is attached as Exhibit 3. The Library Services Agreement requires the City to provide, among other things, utilities and maintenance, and the agreement states that the City is responsible for its own negligence in accordance with State law, including the Governmental Tort Claims Act.

Late in the evening on November 15, 2023, the City announced the closure of the Central Library due to the discovery of mold in the facility. Initially, the closure was announced for November 16, 2023 through November 19, 2023 for inspection and remediation. Cavins Disaster Response Group (“Cavins”) was hired by the City for testing and remediation, and a November 22, 2023 letter from Cavins notified the City of initial testing results, which showed evidence of mold contamination and other microbial growth. A copy of this letter is attached as Exhibit 4. In the course of its investigation, and in an Agreement dated December 19, 2023 between Cavins, the City, and PLS, Cavins notified PLS of its need to dispose of damaged materials owned by PLS and further notified PLS that its remediation activities would damage the building, materials and equipment at the Central Library. A copy of this Agreement is attached as Exhibit 5.

There are several employees of the City and the Authority that have been involved in the circumstances leading to PLS’s losses. These employees include, but are not limited to: Steve Lewis, Terry Floyd, Jud Foster, Darrel Pyle, and Jason Olsen. PLS has been working cooperatively with employees of the City during the transition period while the Central Library is closed, and is hopeful that all losses will be compensated by agreement of all involved. Should litigation be necessary for contract and tort losses, PLS intends to assert claims against the City and Authority for breach of contract and various tort claims, without limitation, negligence, negligent supervision

of construction, premises liability, strict liability, nuisance, implied warranty of habitability, and claims for exposure to ultrahazardous activities or materials.

Damages Estimates

The closure has continued to this day, and PLS has and continues to incur losses from the City's and Authority's negligent construction and maintenance of the Central Library building, including, without limitation, expense for rental and preparation of alternate facilities in which to provide library services, purchase of equipment for the alternate facilities, transportation of books and other materials to storage facilities, expense for storage of materials and equipment during remediation and repair of the Central Library building, and loss of books, equipment and other materials damaged by the mold contamination and remediation activities. PLS also anticipates other consequential losses, including workers compensation claims from employees, and other unknown categories of damages flowing from the City and Authority's actions, which damages are difficult to quantify at this time.

At this time, PLS has sustained losses for property damage due for books and other collection materials in an estimated amount of \$35,394.56. Attached hereto as Exhibit 6 is an estimate of PLS's incurred damages for its losses other than property damage to this point and reoccurring damages it expects to incur moving forward. The total amount of estimated damages for its other loss is \$1,439,687, which combined with the current estimated property damages of \$35,394.56 equals a total anticipated loss of \$1,475,081.56. These estimates are subject to change, and PLS's actual losses may be greater or lesser than these estimates for any category. Additionally, there are other categories of damage that can not yet be quantified until the Central Library remediation and closure is completed and PLS's books and collections are transported back to their permanent location.

Memorandum of Understanding

This memorandum is made effective the 9th day of ^{February} January, 2016, to state the parties' plans with respect to the construction of buildings owned by the City of Norman (the "City") in which Pioneer Library System ("PLS") will provide library services.

1. The City and PLS entered into an agreement effective November 12, 2013, regarding provision of library services in Norman, Oklahoma, which has been renewed for FY 2016 (the "Library Services Agreement").
2. The Library Services Agreement addresses services for the Main Library at 225 N. Webster, NPL West at 300 Norman Center Court Drive, and the Service Machine at 125 Vicksburg Avenue. Norman voters have approved a sales tax to provide for construction of a new building for the Main Library north of Acres Street and west of the railroad tracks in Norman ("Norman Central Library"), and new building located at Norman Fire Station #9 on East Alameda Street to provide library services in eastern Norman ("NPL East").
3. The services at the Norman Central Library and NPL East will be provided on the same terms as are stated in the Library Services Agreement, including, among others, the City's responsibility for construction and maintenance of the facilities and PLS's responsibility for provision of various services and resources, including on-line databases and other electronic materials and related electronic equipment and business communications among PLS administrative and branch locations.
4. With respect to technology equipment at the new facilities, PLS will provide all telecommunications equipment providing library network services, including power-over ethernet switches, routers and security appliances (including video camera system and firewalls). The City will provide all wiring, cabling and final connections. Once the installation of the information technology components enumerated in this paragraph is complete, PLS will assume maintenance of all those components.
5. The City will provide for construction and installation of all remaining aspects of the facilities as provided for in

EXHIBIT
1

K-1516-97

the City's Contracts with Meyer, Scherer & Rockcastle, LTD.,
Contracts K-1516-83 and K-1516-83.

6. Because PLS is responsible for providing on-going internet access and business communications across the Pioneer Library System, the City shall obtain PLS approval of the design features and location of the wiring for the buildings' communications systems, including the telecommunications pathways and telecommunications cabling infrastructure.

Executed this 9th day of February, 2016.

CITY OF NORMAN

PIONEER LIBRARY SYSTEM

By Cindy Rose

By [Signature]
President, Bd. of Trustees



ATTEST:

ATTEST:

[Signature]
City Clerk

Approved as to form and legality
This 1st day of February, 2016.

Approved as to form and legality
This 1st day of February, 2016.

[Signature]
City Attorney

[Signature]
Attorney for PLS

EXHIBIT "A" LEGAL DESCRIPTION

A part of the Northeast Quarter (NE/4) of Section Thirty (30), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as:

Beginning at a point 699.3 feet East of the Southwest Corner of said Quarter Section and running thence North 140 feet;
Thence East to the West line of the AT&SF Railroad right-of-way;
Thence Southeasterly along said West right-of-way line to the South line of said Quarter Section;
Thence West 223.9 feet to the place of beginning.
EXCEPT a strip of land 66 feet wide along and immediately adjoining the right-of-way line of the AT&SF Railroad extending from the North boundary line of said above-described tract to the South boundary line thereof.

THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract of land being a part of the Northeast Quarter (NE/4) of Section Thirty (30), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:
Commencing at the Southwest Corner of said Northeast Quarter (NE/4);
Thence South 89°59'25" East along the South line of said Northeast Quarter (NE/4) a distance of 699.30 feet to the point of beginning;
Thence North 00°03'06" East a distance of 140.00 feet;
Thence South 89°59'25" East on a line parallel to said South line a distance of 91.03 feet;
Thence South 27°47'30" East on a line parallel to and 66.00 feet West of the Western right-of-way line of the Burlington Northern & Santa Fe Railroad, a distance of 158.27 feet to a point on said South line;
Thence North 89°59'25" West along said South line a distance of 164.95 feet to the point of beginning.

EXHIBIT "B" PERMITTED EXCEPTIONS

1. Ad Valorem Tax for 2016 and subsequent years, which is not yet due and payable.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed
3. Indenture Conveying Property by and between Oklahoma Gas and Electric Company and Oklahoma Natural Gas Corporation, recorded in Book 1209, Page 1.
4. Hereby deleted.
5. Rights of tenants in possession under any unrecorded leases as tenants only.
6. Overhead Electric Line
7. Fence inset over west property line.

**AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE
2023-2024**

This Agreement is made and entered into this 8th day of August, 2023 by and between the Pioneer Library System ("Pioneer") and the City of Norman (the "City") to set forth all rights and obligations of the parties with respect to the Norman Public Library.

WITNESSETH:

WHEREAS, Pioneer is a multi-county library system organized under 65 O.S § 4.101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

WHEREAS, Norman has been a member of the library system operated by Pioneer since 1958; and

WHEREAS, Norman is located within Cleveland County (the "County") and the voters of the County have approved ad valorem mileage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

WHEREAS, the City owns real property located at 103 W Acres Street, and 3051 Alameda Street, Norman, Oklahoma, upon which the Norman Public Library Central and Norman Public Library East are located, and Pioneer owns real property located at 300 Center Court Drive, Norman, Oklahoma, of which the City leases a portion to provide facilities for the Norman Public Library West under an agreement effective March 30, 2012 (Norman K-1112-120) (collectively, the three sites are referred to herein as the "Library Facilities").

WHEREAS, Pioneer has agreed to provide all services necessary to operate the Norman Public Libraries in conformance with the standards promulgated by the Oklahoma Department of Libraries at the Library Facilities and to provide a limited collection of digital material at 125 Vicksburg Ave, Norman, OK (Norman K-1213-48) (the "Vicksburg Location"); and

WHEREAS, the City will include estimated appropriations within its 2023-2024 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

WHEREAS, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services at the Library Facilities and the Vicksburg Location.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:



A. Pioneer Library System's Obligations. Pioneer shall:

1. Provide a collection of materials and programming services at the Library Facilities. In addition, Pioneer will provide limited services at a 24-Hour Library Service Machine located at the Vicksburg Location.
2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Norman. Further, Pioneer staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its discretion, employ and hire such staff as it deems advisable for the operation of the Norman Public Libraries. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Norman Public Libraries in accordance with the applicable law of the State of Oklahoma.
3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.
4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats. The collection will include materials for customers of all ages, including children, teens, and adults.
5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability and community need.
6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Norman Public Libraries, and the other branch libraries within the Pioneer Library System and libraries outside the Pioneer Library System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.
7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer services, and other library and community services.
8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.
9. Establish hours of operation at the Norman Public Libraries in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.
10. Pioneer shall own, and maintain where needed, all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Property of Pioneer shall comply with State and

Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.
12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.
13. Provide to the City of Norman's security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs security guards, Pioneer shall pay for that service and pay the costs of operating the closed-circuit TV (video surveillance system) at no cost to the City.
14. Make a good faith effort to minimize all operation and any maintenance costs to be paid for by the City.
15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.
16. Pioneer shall provide needed maintenance and upkeep for all landscaping, lawns and other plants on Library Facilities at the Norman Public Library Central and the Norman Public Library East, as identified in Exhibit A.
17. Pioneer shall provide needed trash removal for the library grounds by keeping the grounds free of trash and litter.
18. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The City of Norman's Obligations.

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.
2. The City shall provide suitable buildings in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting and climate control needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for

security of the facility and customers. Access to the Building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time.

3. The City shall be responsible for the monthly utilities and maintenance associated with the buildings as outlined below, with the exception of the Norman Public Library West branch. Maintenance and operations consist of maintaining the interior and exterior of the buildings, the furnishings which are owned by the City and located inside and outside of the buildings, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

- a. Telephone services including a listing in the local phone directory, but excluding long distance calls
- b. City cable by franchise agreement
- c. Electric service
- d. Custodial services, including implementation of cleaning protocols recommended by the floor covering manufacturers
- e. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
- f. Electronic security system and monthly monitoring
- g. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4. The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: Building and contents policy. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by "Tenant Misuse". The term "Tenant Misuse" will not include ordinary wear and tear on the Library Facilities, but will mean any act that causes damages to the Library Facilities or any part thereof and that arises out of uses of the Library Facilities not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6. The City reserves the right to conduct non-profit events or meetings of its choosing on the Library Facilities during each year and every year of the term hereof. The City shall consult with Pioneer as to

the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City's request for use. The City's use of the Library Facilities shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the Library Facilities. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

C. Mutual Agreement

The parties to this Agreement understand and agree that the Norman Public Libraries and all furniture, fixtures and equipment purchased by the City shall be owned exclusively by the City.

D. Use of Premises for Purpose Stated

Pioneer covenants that during the term, the facilities owned and leased by the City shall be used primarily for library and educational related purposes as stated above.

E. Redecoration and Remodeling

Pioneer will have the right and privilege, subject to prior written approval of the City, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the Library Facilities from time-to-time as it will see fit.

F. Non-Discrimination

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Library Facilities so as not to discriminate against any employee, applicant for employment, or user of public services provided by Pioneer on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

G. Assignment

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. Pioneer may sublease any portion of the Library Facilities, provided any such sublease space does not exceed 25% of the premises, subject to the provisions herein. Pioneer will earmark sublease revenue to supplement the City's responsibility for maintaining furnishing needs at the Library Facilities.

H. Destruction of Premises

In the event any of the City-owned properties should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds,

or within such longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event any of the City-owned properties should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of sufficient insurance proceeds for such purposes, may, in its complete discretion, build, rebuild or replace the premises.

I. Force Majeure

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

J. Term

The term of this agreement shall be July 1, 2022, through June 30, 2023, and shall be renewable annually upon the written consent of both parties.

K. Termination for Default

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

L. Termination

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

M. Redelivery of Premises

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the real property owned by the City in good condition, with the exception of usual wear and tear.

N. Whole Agreement and Amendments

This written Agreement between the City and Pioneer constitute the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

O. Entire Agreement

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors and interests, with the exception of the parties' lease agreement relating to the Norman Public Library West (Norman K-1112-120), the memorandum of understanding dated February 9, 2016 (Norman K-1516-97) and the agreement relating to the Vicksburg Location (Norman K-1213-48).

P. Non-Waiver

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

Q. Severability

If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

R. Notices

For the purpose of notice given under this Agreement, the parties may be notified as follows:

City: City of Norman
Attention: Darrel Pyle, City Manager
201 West Gray
Norman, Oklahoma 73069
Telephone: (405)366-5402
Facsimile: (405)366-5489
Email: city.manager@normanok.gov

Pioneer: Pioneer Library System
Attention: Lisa Wells, Executive Director
300 Norman Center Court
Norman, OK 73072
Telephone: (405)801-4502
Facsimile: (405)801-4516
Email: lwells@pioneerlibrarysystem.org

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, Pioneer Library System and the City of Norman have executed and entered into this Agreement as of the day and year first written above.

ATTEST:

Brenda Hall
CITY CLERK

CITY OF NORMAN:

[Signature]
MAYOR



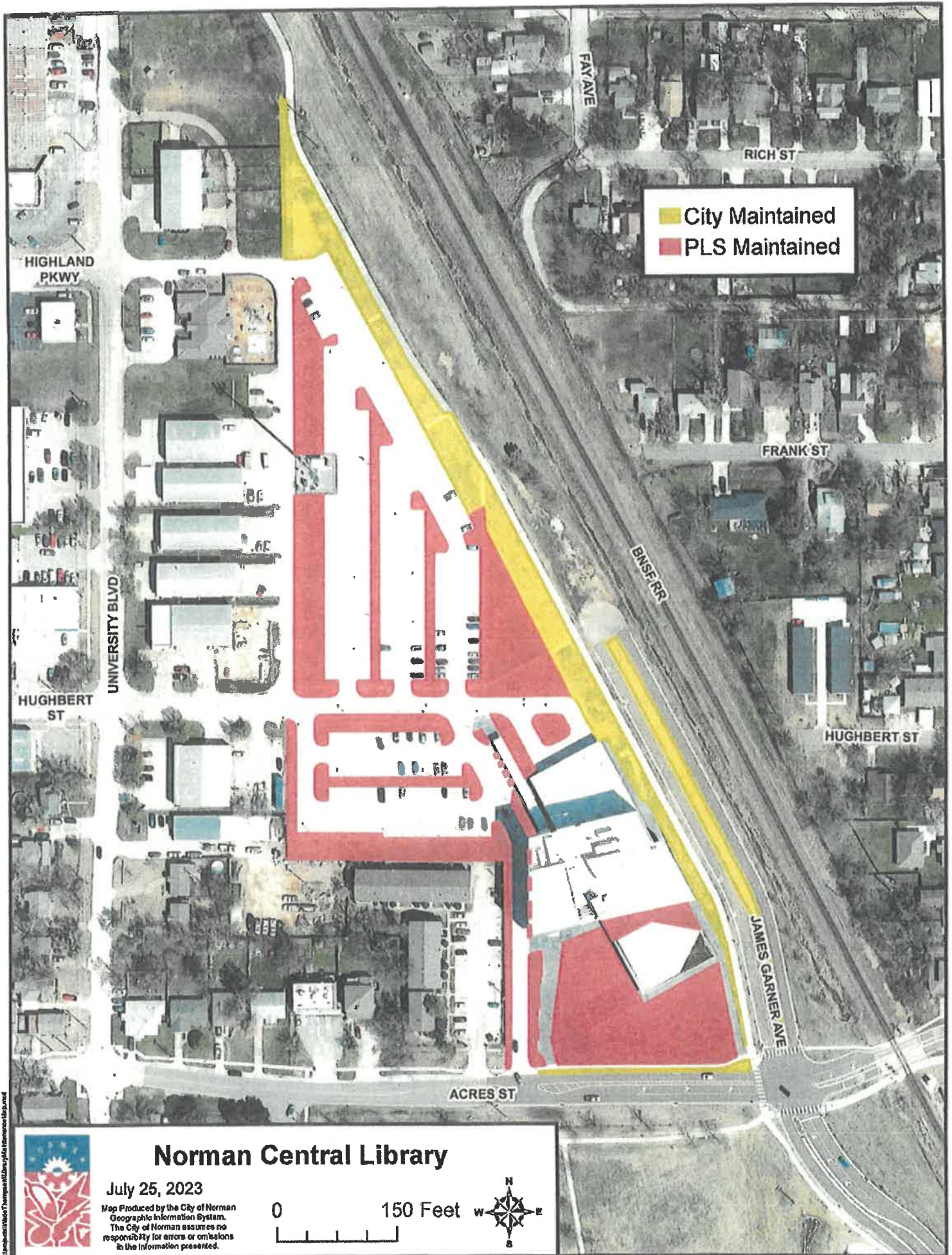
REVIEWED AS TO FORM AND LEGALITY
[Signature]
CITY ATTORNEY

PIONEER LIBRARY SYSTEM

[Signature]
CHAIR, BOARD OF TRUSTEES

ATTEST:

Lisa Wells
CORPORATE SECRETARY

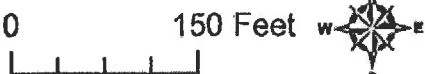


City Maintained
PLS Maintained

Norman Central Library

July 25, 2023

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Mold Inspection Report

November 22, 2023

Norman Public Library Central
103 West Acres Street
Norman, OK 73069

Inspectors: Gary Cavins and Jessica Von Tungeln
Assistant/Apprentice Inspectors: Jacob Miller, Lindsey Thomas, and David Serna

Introduction:

A mold investigation, including testing was conducted at 103 West Acres Street, Norman, OK 73069, after closing hours on Tuesday, November 14, 2023. This investigation and testing consisted of a visual inspection of the interior of the property, testing the air quality of common areas, and testing any areas of concern that were discovered during the visual inspection. Our testing methods consisted of air quality (spore trap) samples, tape lifts, and bulk samples. Thirty-two samples were delivered to the lab on the morning of Wednesday, November 15, 2023, and the results were received at three o'clock pm the same day. A preliminary protocol was written and issued so the remediation process could begin; however, a more detailed protocol will be issued as additional assessment is completed and more information becomes available.

1. Visual Inspection:

Gary Cavins and Lindsey Thomas conducted a visual inspection of the interior of the property located at 103 West Acres, Street, Norman, OK 73069, beginning after closing at nine o'clock pm on Tuesday, November 14, 2023. Numerous areas of visible water damage and microbial growth were identified throughout the facility and dispatched to the testing team as they were located. The inspection team utilized flashlights, UV lights, olfactory sense, and monitored the humidity and temperature throughout different areas of the facility. The following areas of concern were located during the visual inspection:

Staff Office 115:

- Possible visible microbial growth on a ceiling tile near the window on the west exterior wall. The ceiling tile was pulled, and water staining and potential microbial growth were visible on the other side of the tile. While inspecting above the acoustical ceiling in this area, significant water trails and microbial growth were located traveling down the plumbing chase. A considerable mold colony covered most of the bottom of this exterior chase wall and is travelling up the wall.
- There are multiple other ceiling tiles throughout the room with light water staining and indications of water intrusion.

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EXHIBIT

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- Above the acoustic ceiling, there are numerous areas of water staining on steel columns and beams.

First Floor – Newspaper/Magazine Area:

- Visible water staining on ceiling tiles above the brick wall with newspaper display.

*First Floor – Southwest Vestibule:

- On 11/18/23 additional water damage and microbial growth was found above the southwest vestibule during the cleaning process. The newspaper/magazine area containment was expanded to include this area.

First Floor – Children’s Area

- Visible water damage and microbial growth on the ceiling near the exit door.
- Multiple fabric-covered bay windows were discolored and damaged by water intrusion. Upon further inspection, there was microbial growth visible on the outside drywall of these bay windows. This was visible when a ladder was set up and a ceiling tile was removed for additional inspection.

Second Floor – Room 201A

- Visible damage to the paint was seen from a leak around a window.

Second Floor – Room 231

- Water damage beneath the light fixture on the east side study room.

Second Floor – Room 233

- Tape seams are beginning to show, and a gap is beginning to form at the wall-to-ceiling joint, these can be an indication of water intrusion.

Second Floor – Study Area Suspended Ceiling

- Visible microbial growth was found on top of the suspended ceiling, and the ceiling tiles above the suspended ceiling have significant water staining.

Second Floor – Southwest Area

- Numerous ceiling tiles have water damage near the brick wall and exterior windows. We found no visible microbial growth; however, the lights intermittently went off on this floor impacting visibility.

*Second Floor – East and South Ledger Board

- During the containment setup on November 16, 2023, microbial growth was found on the ledger board near the window adjacent to the TPO roof. This microbial growth ran the extent of the east and 60% of the south side.

Third Floor – Room 305 (Pioneer Room)

- Visible water damage was located at the wall-to-ceiling transition in the corner of this room. Above the drop ceiling there are water trails and possible microbial growth.

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Third Floor – Southwest Deck Exit Area

- Potential microbial growth was visible on ceiling tiles in this area. Above the drop ceiling there is water staining on the firewall and water trails on the beams and pipe above this area.

Third Floor – Room 311

- Water staining was found on a ceiling tile, but no signs of microbial growth were seen.

Third Floor - Roof Access Stairwell

- Significant water damage and microbial growth are below the deck for the roof access door and on the third-floor access landing.

Visual Inspection Conclusion

Numerous areas of visible water damage and microbial growth were found during the inspection. The staining and extent of the damage in some of these areas suggest that water intrusion has been an issue for an extended period. Due to the extent of visible damage and microbial growth, there are likely additional areas of water intrusion, damage, and microbial growth.

2. Air Quality Testing:

Air quality testing was performed in all areas with apparent water intrusion and potential microbial growth. A sample was taken from each floor in an open, common area to use as an interior control to establish what is normal for the indoor environment in comparison to other rooms with water damage/microbial growth. An exterior control sample was also taken. Seventeen spore trap samples were delivered to the lab for analysis. The lab determines the type of spores and the suspected quantity of each per cubic meter of air in the room/area they were taken. The areas below are samples that came back with mold species that may have the potential to be pathogenic or toxigenic and have a count exceeding the exterior control counts.

Staff Office 115

The sample in this office had very high levels of *Stachybotrys* spores, and the Hyphal Fragment count was much higher than the exterior control sample.

First Floor – Common Area (Interior Control)

Stachybotrys spores were detected in the first-floor common area.

First Floor – Newspaper/Magazine Area:

Stachybotrys spores were present.

First Floor – Children's Area (Exit Door)

Alternaria spore counts were higher than the exterior sample.

First Floor – Bay Window Area (purple)

Stachybotrys spores were detected in this sample.

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Second Floor – Study Area Suspended Ceiling

A low count of Stachybotrys spores was detected in this area.

Third Floor – Common Area (Interior Control)

A low count of Stachybotrys spores was detected in this area.

Third Floor – Room 305 (Pioneer Room)

A low count of Stachybotrys spores were detected in this area.

*Third Floor – Room 311

The overall spore count for this room is slightly elevated in comparison to other areas tested. Fusarium was also detected in the sample.

Third Floor – Southwest Patio Exit Area

A low count of Stachybotrys spores were detected in this area and the Hyphal Fragment count was higher than the exterior sample.

Third Floor - Roof Access Stairwell

The Alternaria count was slightly higher than the exterior control sample.

Air Quality Testing Conclusion

Air quality testing (spore traps) confirmed there is microbial growth present in the facility and Stachybotrys spores are airborne in multiple areas, including the first and third floor common area sample. The staff office 115 had a very high level of Stachybotrys spores and Hyphal Fragments. All other areas with Stachybotrys present have low spore counts; however, it is present in many areas throughout the facility which is concerning overall due to it affecting the air quality of the building and potentially being a health and safety concern for employees and patrons.

3. Tape Testing:

Tape lifts are samples taken directly from a suspected visible mold colony. Tape lifts are effective at determining the type and concentration of mold spores. Tape lifts are primarily utilized in areas of visible microbial growth when it is not practical to take a bulk sample. Nine tape lift samples were taken during this inspection. Below are the samples that contained spore types that have the potential to be pathogenic or toxigenic.

Staff Office 115 – Plumbing Chase

Abundant Hyphal Fragments, Alternaria spores, and Stachybotrys spores.

First Floor – Newspaper/Magazine Area:

Moderate number of Hyphal Fragments and Stachybotrys spores.

First Floor – Bay Window Area (purple)

Abundant number of Hyphal Fragments and Stachybotrys spores.

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Tape Testing Conclusion

The results of the tape testing confirm that there are actively growing colonies of Stachybotrys and Alternaria:

4. Bulk Testing:

When an area has visible microbial growth and a sample of the material itself can be removed and analyzed, this is a bulk sample. Bulk samples can confirm the presence of mold species on materials taken directly from the area of investigation. The following samples contained spore types that may have the potential to be pathogenic or toxigenic.

Staff Office 115 – Plumbing Chase (Drywall)

Present: Hyphal Fragments and Stachybotrys

First Floor – Children’s Area (Exit Door, Drywall from the ceiling)

Present: Hyphal Fragments and Alternaria

Second Floor – Study Area Suspended Ceiling

Present: Hyphal Fragments, Alternaria, and Stachybotrys

Second Floor – 201A (Drywall)

Present: Hyphal Fragments and Alternaria

Third Floor – Roof Access Stairwell

Present: Hyphal Fragments and Stachybotrys

Bulk Testing Conclusion

The results of our bulk testing confirm that several areas of microbial growth found during our inspection are actively growing/spreading Stachybotrys and Alternaria.

Mold Investigation and Testing Conclusion:

This mold investigation confirmed microbial growth in areas that appear to have had ongoing water intrusion issues. The mold species present and elevated levels are especially concerning in a facility that children, elderly, and immunocompromised individuals may frequent. The presence of Hyphal Fragments in most of our samples is concerning as this can be an Indicator of active growth. The humidity in the building is well below levels that would likely contribute to microbial growth and most areas of concern located during our investigation and testing are sites of ongoing leaks and water intrusion issues. We recommend removing all microbial growth found and addressing the sources of water intrusion as soon as possible to help mitigate future microbial growth/spread.

Recommendations:

1. Engage a professional mold remediation company to address the identified areas of mold growth and remediate it promptly. There is a high likelihood that the company doing the remediation will find additional mold which could necessitate further testing and modification of remediation protocols.

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2. Repair any sources of water intrusion to prevent future mold development. We recommend engaging with a building envelope consultant to help resolve the ongoing exterior water intrusion.
3. Ensure proper ventilation and maintain humidity control to minimize mold growth.
4. Regularly inspect and maintain the property to prevent mold-related issues in the future.

Please note that this report is based on the observations and testing conducted on the date of inspection. Mold conditions may change over time, so periodic assessments are advisable. For any further questions or assistance, do not hesitate to contact us.

Respectfully,

DocuSigned by:
Gary Cavins
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Gary Cavins
Cavins Group
ECAN Air Quality Technician
ECAN Mold Assessor
ECAN Mold Protocol Writer
#7201967

DocuSigned by:
Jessica Von Tungeln
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Jessica Von Tungeln
Cavins Group
ECAN Air Quality Technician
ECAN Mold Assessor
#7201967

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CAVINS

DISASTER RESPONSE GROUP

WATER | FIRE | MOLD | STORM DAMAGE | CRIME SCENE

AGREEMENT

This Agreement (the "Agreement") is made and entered into 12/19/2023 | 13:59:40 PST, by, City of Norman, a municipal corporation, including for itself and its agents, subsidiaries, affiliates, employees, contractors, representatives, successors, and assigns (collectively "City of Norman"), and Pioneer Library System, a multi-county public library system, including for itself and its agents, subsidiaries, affiliates, employees, contractors, representatives, successors, and assigns, (collectively "PLS"), and Cavins Group, LLC including its agents, subsidiaries, affiliates, employees, contractors, representatives, successors, and assigns (collectively "Cavins Group").

WHEREAS, City of Norman and Cavins Group are parties to that certain contract for services and work authorization dated October 30, 2023 (the "Contract") for testing and remediation services in connection with conditions related to water leaks at a building and property having the address of 103 W. Acres, Norman, OK 73069 (collectively the "Property").

WHEREAS, work performed by Cavins Group under the Contract may affect personal property owned by PLS and located in the Property as well as the Property and personal property owned by the City of Norman and located in the Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City of Norman and PLS hereby agrees to and with Cavins Group as follows to be effective as of the Contract date:

1. Property removal and disposal. The parties agree and acknowledge that the Property contains items including, by way of example and not limitation, books, written materials, printed materials, periodicals, office supplies, and other items owned by City of Norman or PLS, as the case may be, which may be damaged or otherwise of nominal value on or about the Property. Accordingly, City of Norman and PLS agree that during the performances of its services under the Contract, Cavins Group may dispose of all such item(s) which singularly have an apparent monetary value equal to or less than \$10.00. City of Norman and PLS agree that Cavins Group may make the decision to dispose of such items in its reasonable discretion, without prior notice to PLS or City of Norman. Costs to replace such items, if any, will be the responsibility of PLS or City of Norman in accordance with a separate PLS-City of Norman service agreement and not the responsibility of Cavins Group. Notwithstanding anything herein to the contrary, City of Norman and PLS acknowledge and approve and will not seek reimbursement from Cavins Group for items:



1) disposed of by Cavins Group during its performance of the Contract occurring prior to the date of this Agreement; and 2) items which have been or will be disposed of from room number SO 115 during its performance of the Contract, it being agreed that all books from room number SO 115 will be disposed of.

2. Certain services outside the Contract. City of Norman and PLS acknowledge that during the performance of services under the Contract, certain damages to building, materials, and equipment will occur due to, without limitation, duct tape, zip tape, double-sided tape, and other adhesives used in connection with the containment services provided by Cavins Group. The cost to repair or replace such building, materials, and equipment are not within the scope of services contemplated by the Contract. Accordingly, City of Norman and PLS agree that repair or replacement of such building, materials, and equipment finishes may be made a part of a separate agreement with Cavins Group or may be obtained by City of Norman or PLS at their sole cost.

3. No Other Modifications. Except as modified by this Agreement, the Contract remains in full force and effect in accordance with its terms.

4. Counterparts. This Agreement may be separately executed in counterparts, which when so executed will be deemed to constitute one and the same agreement. This Agreement may be executed and delivered by electronic means.

CAVINS GROUP, LLC

By: Gary Cavins
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Print Name: Gary Cavins

Title: owner

CITY OF NORMAN, a municipal corporation

By: Lance Harper
78A7408726B444D...

Print Name: Lance Harper

Title: Mgr Construction

Pioneer Library System, a multi-county public library system

By: Lisa Wells
001745C0E1DF44C...

Print Name: Lisa Wells

Title: Executive Director

Incurred Cost:

Pop-Up Library Lab Start-Up Cost **\$5,777.**

Includes: Technology and Office Equipment; Office and Cleaning Supplies and Building Signage.

Pop-Up Library Lab Move **\$839.**

Includes: Moving company expenses to relocate the Maker Lab equipment from NPL Central to the Library Lab, 121 S Santa Fe, Norman.

Pop-Up Library Lab Construction Work **\$63,724.**

Includes: Initial electrical work including fixtures, Utility Work, Security Equipment, Communication expenses and rent and utilities from 2/1/24 through 9/30/24.

Book Locker for Pop-Up Library Lab **\$18,066.**

Movie Kiosk for Pop-Up Library Lab **\$62,999.**

Cost to NPL Central Collection **\$363,449.***

Includes moving the collection at NPL Central to a location TBD and moving the collection back to NPL Central when we reopen.

*Current cost to move collection is \$179,039 we calculated a 3% increase for inflation to get the projected total.

Reoccurring Cost:

Pop- Up Library Lab Rent and Utilities, includes an annual 3% cost for inflation.

10/1/24-6/30/25 **\$5,041/month** **\$45,369.**

7/1/24-6/30/25 **\$5,192/month** **\$62,304.**

7/1/25-6/30/26 **\$5,348/month** **\$64,176.**

7/1/26-6/30/27 **\$5,508/month** **\$66,096.**

7/1/27-6/30/28 **\$5,673/month** **\$68,076.**

12,000 SF NPL Storage Location @ \$12/SF with Estimated Utilities at \$2/SF and an annual increase of 3% cost for inflation.

1/1/25-6/30/25 **\$14,000/month** **\$84,000**

7/1/25-6/30/26 **\$14,420/month** **\$173,040**

7/1/26-6/30/27 **\$14,853/month** **\$178,236**

7/1/27-6/30/28 **\$15,299/month** **\$183,588**

Total **\$1,439,687**

