

City of Norman, OK

*Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069*



Meeting Agenda

Tuesday, July 14, 2026

6:30 PM

DIRECTOR OF PARKS AND RECREATION

City Council, Norman Utilities Authority, Norman Municipal
Authority, Norman Tax Increment Finance Authority, and Norman
Parking and Transit Authority

City Council

David Gandesbery, Ward 1, Jacy Deck, Ward 2, Robert Bruce, Ward 3, Helen
Grant, Ward 4, Trey Kirby, Ward 5, Kyle Steele, Ward 6, Kimberly Blodgett,
Ward 7, Scott Dixon, Ward 8,
Mayor Stephen Tyler Holman.

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2526-148: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PLAY BY DESIGN, INC., FOR THE SUTTON PLACE PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$185,000.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/14/2026

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2526-148: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PLAY BY DESIGN, INC., FOR THE SUTTON PLACE PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$185,000.

BACKGROUND:

On February 24, 2026, the City Council approved RFP Number 2526-18 for the Sutton Place Park Playground Project. This project was funded through the NORMAN FORWARD Neighborhood Park Improvements Program. The project scope included a proposal to provide and install a new playground to replace the old play equipment that had reached the end of its usable life.

All bidders were asked to maximize the stated budget, provide shade for the majority of the new equipment, and install a synthetic-turf impact-attenuating surface, as is done on all our new neighborhood playgrounds. Other work in the park, including new park furnishings, a half-court basketball court, a new soccer goal, and shade trees, was done by other contractors over the past few years. The playground replacement was the final piece of the park's renovation. After reviewing proposals from five vendors that met the RFP requirements, it was decided to award the project to Play by Design, Inc.

DISCUSSION:

City Council approved Contract Number K-2526-148 for the Sutton Place Park Playground Project to Play by Design, Inc., for \$185,000; and work began on-site, once the new equipment was shipped in April, 2026. Work proceeded throughout the spring, as weather allowed. No partial pay requests were submitted during this period. One lump sum payment request will cover all costs once it is complete.

On June 9, 2026, the City of Norman Parks staff inspected the Sutton Place Park Playground Project and found it complete per specifications. Other contractors were utilized for additional concrete work, site grading, park furniture improvements, and final sod work at the park site.

RECOMMENDATION:

It is recommended that the City Council accept the Sutton Place Park Playground Project as complete and authorize final payment in the amount of \$185,000 to Play by Design, Inc. Funding is available for this project in the NORMAN FORWARD Neighborhood Park Improvements Project (Account 51798830-46101; Project NFP101).

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-188: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE NORMAN CONVENTION AND VISITORS BUREAU, INC. TO ENCOURAGE, PROMOTE AND FOSTER THE CONVENTION AND TOURISM DEVELOPMENT OF THE CITY, AND TO PROVIDE FOR THE ADMINISTRATION OF THE TAX AND ALLOCATION OF A PORTION OF TRANSIENT GUEST ROOM TAX REVENUES COLLECTED IN NORMAN FOR SAID SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/14/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-188: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE NORMAN CONVENTION AND VISITORS BUREAU, INC. TO ENCOURAGE, PROMOTE AND FOSTER THE CONVENTION AND TOURISM DEVELOPMENT OF THE CITY, AND TO PROVIDE FOR THE ADMINISTRATION OF THE TAX AND ALLOCATION OF A PORTION OF TRANSIENT GUEST ROOM TAX REVENUES COLLECTED IN NORMAN FOR SAID SERVICES.

BACKGROUND:

An ordinance known as the "Norman Transient Guest Room Tax Ordinance" directs imposition within the City of an excise tax upon the gross proceeds derived from rents received from occupancy of hotel rooms. Section 12-521 of the Code directs that the taxes collected be set aside and used exclusively for the purpose of encouraging, promoting, and fostering the convention and tourism development of the City. Section 12-521 explicitly states that uses of the tax in parks development and in the promotion of arts and humanities are contemplated.

The Norman Convention and Visitors Bureau ("Visit Norman") was formed in 1993 for the sole purpose of promoting and fostering convention and tourism development in Norman and has operated in furtherance of this purpose since that time pursuant to a contract with the City of Norman. The allocation of Guest Room Tax proceeds have been set out by contract. Historically, the City has retained a percentage of the tax proceeds to cover administration costs, and of the remainder, 25% was allocated to Norman Arts Council ("NAC"), 25% to the Norman Parks Department, and 50% to Visit Norman.

In 2023, the voters approved an increase to the Guest Room Tax rate from 5% to 8%, with the increased portion being split by NAC and Visit Norman. Following approval of the increase in 2023, the room tax revenues, after the City's 4% administrative fee, were split with 25% of revenues being allocation to NAC, 59.375% to Visit Norman, and 15.625% to the Norman Park's Department.

An increase to the Guest Room Tax rate was approved by the voters in April 2026. After discussions with NAC, Visit Norman, and the City's Finance Department, staff recommends returning to the traditional allocation. Additional changes to the NAC contract and the Visit Norman contract ensure more consistency in reporting and process, while providing the City with additional information regarding how the tax revenues are spent.

DISCUSSION:

Substantive changes to Contract K-2526-189 are found primarily in Sections 2 and 3. Section 2 provides for quarterly reporting to the City of Visit Norman's activities. This report includes information related to performance measures of convention and sports activities, and marketing and communication activities. It also includes detailed funding efforts for tourism and promotion and provides the City with figures related to the return on investment for the expenditure of these tax dollars. Quarterly financial reports, year-end financial reports, and audited financial statements are also required. Additionally, this information will be presented annually to the Board of Parks Commissioners. This contract adds a new requirement for the annual submittal of the completed and filed Form 990 and any associated schedules to further inform an analysis of how the funds are being spent.

Section 3 updates the funding allocations and moves the City from a quarterly remittance schedule to NAC based on estimated revenue, to a monthly remittance schedule based on actual revenues received. It also sets out \$150,000 annually in Visit Norman's portion of the guest tax revenues to be retained by the City and earmarked for special events, incentives to attract conferences or events, or Norman Forward-related capital projects. Finally, the contract formally implements the City's reserve policy requiring an unappropriated operating reserve fund balance of eight percent (8%) from the tax revenues allocated to Visit Norman.

RECOMMENDATION:

Staff recommends approval of Contract K-2526-188.

AGREEMENT

THIS AGREEMENT, made on this _____ day of _____, 2026, between the City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as the "City"), and the Norman Convention and Visitors Bureau, Inc., a not-for-profit corporation doing business as VisitNorman (hereinafter referred to as the "VisitNorman").

WHEREAS, an ordinance known as the "Norman Transient Guest Room Tax Ordinance" directs imposition within the City of an excise tax upon the gross proceeds derived from rents received from occupancy of hotel rooms with further direction that the taxes collected be set aside and used exclusively for purpose of encouraging promoting and fostering the convention and tourism development of the City; and

WHEREAS, City and VisitNorman agree that the promotion of arts and humanity activities are an important part of attracting tourists and conventions to the City; and

WHEREAS, the existence of adequate park facilities likewise fosters and encourages visitors to a city; and

WHEREAS, VisitNorman was formed for the sole purpose of promoting and fostering convention and tourism development in the City and as a result thereof has certain knowledge and expertise in this particular area of endeavor; and

WHEREAS, VisitNorman first contracted with the City to provide such services in 1993 and has operated since that time under an ongoing contract with the City; and

WHEREAS, the voters of Norman recently approved an increase in the Transient Guest Room Tax Rate from 8% to 10%, to be expended in furtherance of the purposes of the Ordinance and pursuant to agreements with VisitNorman and the Norman Arts Council; and

WHEREAS, it is the desire of the parties hereto that VisitNorman continue to provide such programs and services to the City as authorized in said Norman Transient Guest Room Tax Ordinance and in prior agreements VisitNorman and to utilize its facilities, employees, services and expertise as hereinafter provided.

THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and conditions herein stated, and in consideration of the mutual benefits which will accrue to each of the parties hereof, the parties hereto agree as follows:

1. Operations. VisitNorman agrees to provide a qualified and competent staff to be assigned to the solicitation of conventions and tourism business for the City and in this connection to provide all the management and administrative services necessary to present a viable promotional program including but not limited to the gathering and dissemination of information and ideas, research, promotional programs, servicing conventions including all normal convention support services and equipment, represent local business, civic and hotel interests in negotiating with associations and other convention groups to preclude unreasonable demands and assist in the development and promotion of local activities and attractions designed to enhance City's tourist desirability. This

shall include administrative tasks required for national and state grant programs such as the State's Quality Events program.

A. It is agreed that VisitNorman's operation under this Agreement shall be in accordance with the City's Code of Ordinances and applicable state law and its sole purpose shall be the promotion of convention and tourism within the City. The VisitNorman Board of Directors shall consist of a minimum of nineteen (19) voting members chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman. The City shall be represented on the Board as follows:

i. Two (2) Directors shall be nominated by the Mayor of the City of Norman and appointed by formal action of a majority of the City Council, and chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman.

ii. Two (2) Ex-Officio representatives as follows:

a) The Mayor of the City of Norman; or a City Councilmember of the City of Norman as appointed by the Mayor to serve in this role; and

b) The Director of Parks and Recreation for the City of Norman, or his or her designee;

B. VisitNorman agrees to provide consulting services to assist City in creating and procuring welcoming messages and designs for use on City's light poles, contingent on VisitNorman Board approval and appropriation of funding. Consulting services under this provision include, but are not limited to, designing and procuring decorative street pole banners for City's use on its light poles. All services provided under this section shall conform to City policies, which may be updated from time to time. Final approval of any designs generated from this agreement are subject to final and sole approval of the City Manager or his or her designee. All designs and banners produced as a result of these services shall be property of the City.

C. VisitNorman agrees to provide office space in Norman, Oklahoma, with same being used for the purpose of implementing said promotional programs as provided herein.

D. VisitNorman agrees to provide all utility services, including telephone, and to further provide all stationary, postage, materials, supplies and equipment necessary for the purpose of this Agreement.

E. VisitNorman understands and agrees that all persons working for VisitNorman under this Agreement shall be employees of VisitNorman and shall in no way be considered employees of the City. Should any liability arise under the Worker's Compensation Act of the State of Oklahoma due to injury of any employee of VisitNorman, the same shall be the sole liability of VisitNorman. VisitNorman agrees as part hereof to have in force and paid for Workers' Compensation insurance during any time that employees doing work for VisitNorman are covered by the Oklahoma Administrative Workers' Compensation Act.

- F. VisitNorman agrees to comply with all applicable competitive bidding statutes and ordinances with regard to contracts for the procurement of goods and services by VisitNorman.
- G. VisitNorman agrees to comply with the Oklahoma Open Meetings Act and Open Records Act to the extent each Act applies to private entities accepting public funding.
- H. VisitNorman agrees to prepare and submit to City for review a travel policy for all out-of-town travel by representatives of VisitNorman. Said policy shall provide in detail the amount to be paid and criteria for the reimbursement of or payment for travel expenses.

2. Reporting

- A. VisitNorman agrees to devote its best efforts to the City's interest and to endeavor in every way to make the promotion of the City as a convention and tourism center successful. VisitNorman understands and agrees that the establishment of objective criteria by which to judge VisitNorman's performance is necessary and an important part of this Agreement. As part of its reports to the City, and in any event no less than semi-annually, VisitNorman shall provide the City with the information set forth herein.
- B. VisitNorman shall provide a report to the City at least quarterly, with information that provides the City with a reasonably good understanding of the activities that VisitNorman has undertaken since the prior reporting, through efforts to encourage, promote, and foster the convention and tourism development of the City. Additionally, the VisitNorman shall present such information on an annual basis to the Norman Board of Park Commissioners. The information will provide the City with knowledge as to the VisitNorman's work in areas such as, but not limited to, the following:
 - i. Convention and Sports Activities and Performance Measures;
 - ii. Marketing and Communications Activities and Performance Measures;
 - iii. Group Tour Activities and Performance Measures;
 - iv. Funding efforts for Tourism and Promotion (such as the State of Oklahoma Quality Events program); and
 - v. The total return on investment, with such figures as may be related to visitor spending, convention sales and marketing/communications.
- C. VisitNorman shall furnish quarterly financial reports that include revenue and expense reports compared to budget and balance sheets covering the period and the year-to-date to the City. The year-end financial report submitted by VisitNorman to the City shall include an audited financial statement for the previous year. Said audited financial statement shall be furnished by VisitNorman to the City as soon as reasonably possible after the close of the previous fiscal year. These reports shall also be included in the annual report to the Norman Board of Park Commissioners.
- D. During each year of the contract, VisitNorman shall furnish to the City its completed Form 990 and any related schedules within 30 days of filing with the Internal Revenue Service.

3. Funding

- A. The parties hereto agree that of the sums collected from the Norman Transient Guest Room Tax, the City of Norman shall retain Four Percent (4%) to reimburse the City for its administrative costs involved in administering the tax and administering the contract. Of the remaining Ninety-Six Percent (96%), 50% shall be paid to VisitNorman as compensation for its services rendered during the term of the Agreement as set forth herein, less funding required to meet the unappropriated fund balance required by Section (3)(C) herein, and 25% shall be retained by the City for the Norman Parks Department.
- i. Of the 50% portion of the tax revenues allocated to VisitNorman herein, \$150,000 shall be retained by VisitNorman each year and earmarked for special events, incentives to attract conferences or events, or Norman Forward-related capital projects. This funding may be accessed by the City or VisitNorman upon approval by the City Manager or his or her designee and the Executive Director of VisitNorman, provided funds will not be available from the room tax fund until appropriated by City Council. Any unspent portion of these funds shall carry over year-to-year.
- B. The City agrees to pay to VisitNorman the funds received in monthly increments during the terms of this Agreement based on tax revenues received by the City each month. Prior to May 1 of each year, VisitNorman shall prepare and submit to the City Council a detailed plan of work and integrated budget for Ninety-Five Percent (95%) of the estimated revenues of the next fiscal year. The City Council shall annually approve the budget and scope of services for VisitNorman as part of its annual budget approval process. The City's contribution to VisitNorman's estimated revenues shall be based upon the City Manager's estimate of revenues for the given year. VisitNorman may not spend funds until both the detailed annual plan of work and integrated budget are approved by the City Council. Funds will not be available from the room tax fund until appropriated by the City Council.
- C. Consistent with City ordinance and policy, each fiscal year of this Agreement, the City shall reserve an unappropriated operating reserve fund balance of eight percent (8%) from the tax revenues allocated to VisitNorman under the provisions herein.

4. Term of Agreement

- A. The terms of this Agreement shall be for a one-year period commencing on the 1st day of July, 2026, and shall terminate on the 30th day of June, 2027, provided, however, that this Agreement shall be self-executing for each new year, subject to the appropriation of funds by City Council, unless either party hereto, at least one hundred and eighty-five (185) days prior to the renewal date, which date shall be the day, one year subsequent, as the commencement date as set forth above, gives notice of intent to terminate this Agreement, in writing, to the current operating address and Manager of the other party.
- B. In case VisitNorman herein enter into an arrangement or bankruptcy or receivership under the laws of the United States and/or any State, either voluntarily or not voluntarily, the City

may elect to declare the unexpired term of this Agreement cancelled as of the date of such event.

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

6. Waiver. The Waiver by the City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant.

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

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

VISITNORMAN: Dan Schemm, President and CEO
424 W. Main Street
Norman, Oklahoma 73069
(405) 366-8095
dan@visitnorman.com

CITY: Jason Olsen, Director of Parks and Recreation
225 N. Webster Avenue
Norman, Oklahoma 73069
(405) 366-5477
Jason.Olsen@normanok.gov

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

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Contract K-2526-188

WITNESS our hands the 6th day of July, 2026, at Norman, Oklahoma.

NORMAN CONVENTION AND VISITORS' BUREAU, INC.

By:


Kyle Allison, President

ATTEST:

Corporate Secretary

APPROVED this _____ day of _____, 2026, by the Norman City Council.

Stephen T. Holman, MAYOR

ATTEST:

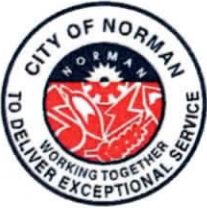
Jamie Meyer, City Clerk

APPROVED as to form and legality this 10 day of July, 2026.


CITY ATTORNEY

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-189: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE NORMAN ARTS COUNCIL, INC. FOR THE PROMOTION OF ARTS PROGRAMS TO ENCOURAGE, PROMOTE AND FOSTER THE CONVENTION AND TOURISM DEVELOPMENT OF THE CITY, AND TO PROVIDE FOR THE ADMINISTRATION OF THE TAX AND ALLOCATION OF A PORTION OF TRANSIENT GUEST ROOM TAX REVENUES COLLECTED IN NORMAN FOR SAID SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/14/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-189: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE NORMAN ARTS COUNCIL, INC. FOR THE PROMOTION OF ARTS PROGRAMS TO ENCOURAGE, PROMOTE AND FOSTER THE CONVENTION AND TOURISM DEVELOPMENT OF THE CITY, AND TO PROVIDE FOR THE ADMINISTRATION OF THE TAX AND ALLOCATION OF A PORTION OF TRANSIENT GUEST ROOM TAX REVENUES COLLECTED IN NORMAN FOR SAID SERVICES.

BACKGROUND:

An ordinance known as the "Norman Transient Guest Room Tax Ordinance" directs imposition within the City of an excise tax upon the gross proceeds derived from rents received from occupancy of hotel rooms. Section 12-521 of the Code directs that the taxes collected be set aside and used exclusively for the purpose of encouraging, promoting, and fostering the convention and tourism development of the City. Section 12-521 explicitly states that uses of the tax in parks development and in the promotion of arts and humanities are contemplated.

NAC was founded in 1976 to enrich the Norman community by stimulating artistic, cultural, and economic growth through the support and promotion of the arts. NAC first contracted with the City in 1989, as the Norman Arts and Humanities Council, for the administration of arts and humanities promotion within the City of Norman, including gathering and distribution of ideas, research, and information designed to educate Norman citizens, assisting with the development and promotion of local arts and humanities activities and attractions through the Transient Guest Room Tax Grants Program, and enhancing the City of Norman's desirability to participants in arts and humanities activities. NAC's exhibits, art walks, art education experiences, and festivals have drawn more than one million visitors each year to Norman. The allocation of Guest Room Tax proceeds has been set out by contract. Historically, the City has retained a percentage of the tax proceeds to cover administration costs, and of the remainder, 25% was allocated to Norman Arts Council ("NAC"), 25% to the Norman Parks Department, and 50% to Visit Norman.

In 2023, the voters approved an increase to the Guest Room Tax rate from 5% to 8%, with the increased portion being split by NAC and Visit Norman. Following approval of the increase in 2023, the room tax revenues, after the City's 4% administrative fee, were split with 25% of revenues being allocated to NAC, 59.375% to Visit Norman, and 15.625% to the Norman Park's Department.

An increase to the Guest Room Tax rate was approved by the voters in April 2026. After discussions with NAC, Visit Norman, and the City's Finance Department, the staff recommends returning to the traditional allocation. Additional changes to the NAC contract and the Visit Norman contract ensure more consistency in reporting and process, while providing the City with additional information regarding how the tax revenues are spent.

DISCUSSION:

Substantive changes to Contract K-2526-189 are found primarily in Sections 3 and 4. Section 3 provides for quarterly reporting to the City of NAC's activities. This report will now include detailed reporting related to grants provided with the funding received under this Agreement, including grant formulas, eligibility criteria, and grant recipients. Quarterly financial reports, year-end financial reports, and audited financial statements are also required. Additionally, this information will be presented annually to the Board of Parks Commissioners. This contract adds a new requirement for the annual submittal of the completed and filed Form 990 and any associated schedules to further inform an analysis of how the funds are being spent.

Section 4 updates the funding allocations and moves the City from a quarterly remittance schedule to NAC based on estimated revenue, to a monthly remittance schedule based on actual revenues received. Finally, the contract formally implements the City's reserve policy requiring an unappropriated operating reserve fund balance of eight percent (8%) from the tax revenues allocated to NAC.

RECOMMENDATION:

Staff recommends approval of Contract K-2526-189.

AGREEMENT

THIS AGREEMENT, made on this _____ day of _____, 2026, between the City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as the "City"), and the Norman Arts Council, Inc., a not-for-profit corporation (hereinafter referred to as the "NAC").

WHEREAS, an ordinance known as the "Norman Transient Guest Room Tax Ordinance" directs imposition within the City of an excise tax upon the gross proceeds derived from rents received from occupancy of hotel rooms with further directions that the taxes collected be set aside and used exclusively for purpose of encouraging promoting and fostering the convention and tourism development of the City; and

WHEREAS, City and NAC agree that the promotion of arts and humanity activities are an important part of attracting tourists and conventions to the City; and

WHEREAS, the existence of adequate park facilities likewise fosters and encourages visitors to a city; and

WHEREAS, NAC was founded in 1976 to enrich the Norman community by stimulating artistic, cultural, and economic growth through the support and promotion of the arts; and

WHEREAS, NAC first contracted with the City in 1989, as the Norman Arts and Humanities Council, for the administration of arts and humanities promotion within the City of Norman, including gathering and distribution of ideas, research, and information designed to educate Norman citizens, assisting with the development and promotion of local arts and humanities activities and attractions through the Transient Guest Room Tax Grants Program, and enhancing the City of Norman's desirability to participants in arts and humanities activities; and has performed such services on behalf of the City of Norman since that time; and

WHEREAS, NAC's exhibits, art walks, art education experiences and festivals have drawn more than One Million visitors each year to Norman; and

WHEREAS, the voters of Norman recently approved an increase in the Transient Guest Room Tax Rate from 8% to 10% to be expended in furtherance of the purposes of the Norman Transient Guest Room Tax Ordinance and pursuant to agreements with Visit Norman and the Norman Arts Council; and

WHEREAS, it is the desire of the parties hereto that NAC continues to provide such programs and services to the City as authorized in said Norman Transient Guest Room Tax Ordinance and in prior agreements with NAC and to utilize its facilities, employees, services, and expertise as hereinafter provided.

THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants, and conditions herein stated, and in consideration of the mutual benefits which will accrue to each of the parties hereof, the parties hereto agree as follows:

1. **Operations.** NAC agrees to provide a qualified and competent staff to be assigned to the solicitation of art pieces and acts for the City and in this connection, to provide all the management

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and administrative services necessary to attract art pieces, art acts, art educators, to contribute for the benefit of the City, and to assist in the development and promotion of local activities and attractions designed to enhance City's tourist desirability. This shall include administrative tasks required for the 1% for Art designated for Norman Forward projects.

- A. It is agreed that NAC's operation under this Agreement shall be in accordance with the City's Code of Ordinances and applicable state law and its sole purpose shall be the promotion of art within the City. The NAC Board of Directors shall consist of a total of up to twenty five (25) voting members, and one (1) Ex-Officio member, to be made up as follows:
 - i. Twenty-five (25) voting members of the Board of Directors as follows:
 - a) Nineteen (19) Directors, and six (6) officers, elected by the Board of Directors.
 - ii. One (1) Ex-Officio representative as follows:
 - a) The Director of Parks and Recreation of the City of Norman or another employee as designated by the Director of Parks and Recreation.
- B. NAC agrees to provide office space in Norman, Oklahoma, with same being used for the purpose of implementing said promotional programs as provided herein.
- C. NAC agrees to provide all utility services, including telephone, and to further provide all stationary, postage, materials, supplies and equipment necessary for the purpose of this Agreement.
- D. NAC understands and agrees that all persons working for NAC under this Agreement shall be employees of NAC and shall in no way be considered as employees of the City. Should any liability arise under the Oklahoma Administrative Workers' Compensation Act of the State of Oklahoma due to injury of any employee of NAC, the same shall be the sole liability of NAC. NAC agrees as part hereof to have in force and paid for Workers' Compensation insurance during any time that employees doing work for NAC are covered by said Oklahoma Administrative Workers' Compensation Act.
- E. NAC agrees to comply with all applicable competitive bidding statutes and ordinances with regard to contracts for the procurement of goods and services by NAC.
- F. NAC agrees to comply with the Oklahoma Open Meetings Act and Open Records Act to the extent each Act applies to private entities accepting public funding.
- G. NAC agrees to prepare and submit to Council for review a travel policy for all out-of-town travel by representatives of NAC. Said policy shall provide in detail the

amount to be paid and criteria for the reimbursement of or payment for travel expenses.

2. Public Arts Committee

A. NAC agrees to appoint a Public Arts Committee that will create and solicit public art pieces, review submissions for public art pieces, select artists, and oversee the installation of public art to create more appealing spaces in the City through public arts projects, with final approval of the public art and location of public art at sole discretion of City Manager or his designee. To ensure coordination regarding site locations for public art, the Director of Parks and Recreation of the City of Norman, or another employee as designated by the Director of Parks and Recreation shall serve on the Public Arts Committee in an ex-officio capacity.

B. Definitions:

- i. "Art, artwork, or work of art" means all forms of original creations of visual art, except for blasphemous material, as defined by 21 O.S. §901 as amended from time to time, or obscene material as defined by 21 O.S. §1024.1(C)(2), as amended from time to time, including, but not limited to:
 - a) Sculptures, in any material or combination of materials, whether in the round, bas-relief, high relief, mobile, fountain, kinetic, or electronic;
 - b) Painting, including murals and frescoes;
 - c) Mosaic;
 - d) Photography;
 - e) Fine crafts made from clay, fiber and textiles, wood, glass, metal, plastics or any other material, or any combination thereof;
 - f) Drawing;
 - g) Calligraphy;
 - h) Mixed media composed of any combination of forms or media;
 - i) Unique architectural stylings or embellishments, including architectural crafts;
 - j) Ornamental gateways; and
 - k) Restoration or renovation of existing works of art of historical significance.
- ii. "Art in public places" means any visual work of art displayed for two weeks or more in a public place.
- iii. "Artist" means a practitioner in the visual arts committed to producing high quality work, as recognized by peers and critics of the artist, on a regular basis.
- iv. "PAC" means the Public Arts Committee.

Contract K-2526-189

- v. "Maintenance" means the ongoing upkeep required for artworks to retain their structural and aesthetic integrity.
 - vi. "Public place(s)" means a site owned by the City with major public access and visibility that serves a business, social or environmental need. This includes public parks or other areas designated as public space, and the exterior or interior of any City-owned facility. Sites located on private property with access by the public or other public property not owned by the City shall only be considered "art in public places" upon approval of a contract with the owner of said property by the City.
 - vii. "Repair" means those extraordinary activities required to repair or restore a malfunctioning or damaged work of art.
- C. Funding for PAC projects shall be provided by Art in Public Places Fund, Norman Forward 1%, the Voluntary Contribution to the Public Arts utility bill program, portions of the Guest Room Tax fund allocated to the Norman Parks Department as appropriated by City Council, and any other funds intended to contribute to art in public places. Such funds shall be deposited into an account used solely for the actions of PAC.
- D. Duties and powers of the Public Arts Committee.
- i. Adopt operating procedures for the operation of the PAC.
 - ii. Prescribe methods for competitive selection of art for display, including a method for appealing the decisions of the Public Arts Committee.
 - iii. Prescribe procedures for the acquisition and display of art in public places or other locations accessible to the public.
 - iv. Solicit submissions for works of art to be displayed in public places or other locations accessible to the public.
 - v. Maintain a detailed record of all art in public places or other locations accessible to the public, including site drawings, photographs, designs, names of artists, and names of architects, where feasible, and said records shall be housed by and maintained by the NAC. The PAC shall attempt to give appropriate recognition to the artists and provide publicity and promotional materials regarding art in public places or other locations accessible to the public on the City website and with annual inserts provided in the City utility bill.
 - vi. Contract with artist (after approval by the City for the piece and location) for the donation, commission, or purchase of art, and providing for the ownership in the name and title of said art to be held by the City or by the owners of the property the art is to be located on.

- vii. Review all art submissions and make recommendations to the City regarding which pieces should be displayed by the City in a public place, as well as the location of the display of said art. Such determinations are to be made in accordance with the mission stated herein and according to the operating procedures as adopted by the PAC.
- viii. Seek community input whenever possible from those potentially affected by the placement of public art.
- ix. Employ outside consultants as necessary to assist in the mission of the PAC.
- x. Make recommendations to the City regarding the acquisition, commission, and display of public art.
- xi. Submit to the City Council, not later than March of each year, a report of its activities for the prior year.

3. Reporting

- A. NAC agrees to devote its best efforts to the City's interest and to endeavor in every way to increase the value of the City as a tourism center by attracting artworks and programs to the City. NAC understands and agrees that the establishment of objective criteria by which to judge NAC's performance is necessary and an important part of this Agreement. As part of its reports to the City, NAC shall provide the City with the information set forth herein.
- B. NAC shall provide a report to the City at least quarterly, with information that provides the City with a reasonably good understanding of the activities that NAC and the PAC have undertaken since the prior reporting through efforts to encourage, promote, and foster the arts and art programming development in the City. Additionally, the NAC shall present such information on an annual basis to the Norman Board of Parks Commissioners. The information will provide the City with knowledge as to the NAC's and PAC's work in areas such as, but not limited to, the following:
 - i. Arts acquisition activities, including those of the PAC;
 - ii. Marketing and communications activities and performance measures;
 - iii. Arts programming and education events;
 - iv. Detailed reporting of grants provided with the funding received under this Agreement, including grant formulas, eligibility criteria, and grant recipients;
 - v. Funding efforts for Tourism and Promotion (such as the 2nd Friday Norman Arts Walk program); and
 - vi. The total return on investment, with such figures as may be related to visitor spending, convention sales, and marketing/communications.

Contract K-2526-189

- C. NAC shall furnish quarterly financial reports that include revenue and expense reports compared to budget and balance sheets covering the period and the year-to-date to the City. The year-end financial report submitted by NAC to the City shall include an audited financial statement for the previous year. Said audited financial statement shall be furnished by NAC to the City as soon as reasonably possible after the close of the previous fiscal year. These reports shall also be included in the annual report to the Norman Board of Park Commissioners.
- D. During each year of the contract, NAC shall furnish its completed Form 990 and any related schedules within 30 days of filing with the Internal Revenue Service.

4. **Funding**

- A. The parties hereto agree that of the sums collected from the Norman Transient Guest Room Tax, the City of Norman shall retain Four Percent (4%) to reimburse the City for its administrative costs involved in administering the tax and administering the contract. Of the remaining Ninety-Six Percent (96%), 25% shall be paid to NAC as compensation for its services rendered during the term of the Agreement as set forth herein, less funding required to meet the unappropriated fund balance required by Section 4(D) herein, and 25% shall be retained by the City for the Norman Parks Department.
- B. The City agrees to remit to NAC any funds collected by the City from the Voluntary Contribution to the Public Arts utility bill program in quarterly increments during the term of this Agreement.
- C. The City agrees to pay to NAC the funds received from the Norman Transient Guest Room Tax in monthly increments during the terms of this Agreement. Prior to May 1 of each year, NAC shall prepare and submit to the City Council a detailed plan of work and integrated budget for Ninety-Five Percent (95%) of the estimated revenues of the next fiscal year. The City Council shall annually approve the budget and scope of services for NAC as part of its annual budget approval process. The City's contribution to NAC's estimated revenues shall be based upon the City Manager's estimate of revenues for the given year. NAC may not spend funds until both the detailed annual plan of work and integrated budget are approved by the City Council. Funds will not be available from the room tax fund until appropriated by the City Council.
- D. Consistent with City ordinance and policy, each fiscal year of this Agreement, the City shall reserve an unappropriated operating reserve fund balance of eight percent (8%) from the tax revenues allocated to NAC under the provisions herein.

5. **Term of Agreement**

- A. The terms of this Agreement shall be for a one-year period commencing on the 1st day of July, 2026, and shall terminate on the 30th day of June, 2027, provided, however, that this Agreement shall be self-executing for each new year, subject to the appropriation of funds by City Council, unless either party hereto, at least one

hundred eighty-five (185) days prior to the renewal date, which date shall be the day, one year subsequent, as the commencement date as set forth above, gives notice of intent to terminate this Agreement, in writing, to the current operating address and Manager of the other party.

- B. In case the NAC herein enter into an arrangement or bankruptcy or receivership under the laws of the United States and/or any State, either voluntarily or not voluntarily, the City may elect to declare the unexpired term of this Agreement cancelled as of the date of such event.

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

7. **Waiver.** The Waiver by the City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant.

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

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

NAC: Leslie Nottingham, Executive Director
122 E. Main Street
Norman, Oklahoma 73069
(405) 360-1162
leslie@normanarts.org

CITY: Jason Olsen, Director of Parks and Recreation
225 N. Webster Avenue
Norman, Oklahoma 73069
(405) 366-5477
Jason.Olsen@normanok.gov

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

[Remainder of page left blank intentionally]

Contract K-2526-189

WITNESS our hands the _____ day of _____, 2026, at Norman, Oklahoma.

NORMAN ARTS COUNCIL, INC.

By: 

Bill Hickman, President

ATTEST:

Corporate Secretary

APPROVED this _____ day of _____, 2026, by the Norman City Council.

Stephen T. Holman, MAYOR

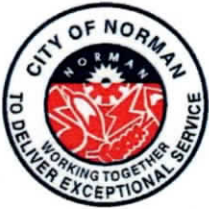
ATTEST:

Jamie Meyer, City ClerkAPPROVED as to form and legality this 10 day of July, 2026.

CITY ATTORNEY

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-194: A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, LANDMARK DEVELOPMENT GROUP, L.L.C., AND SOONER RIVER, L.L.C., FOR THE PURCHASE OF PROPERTIES, AS DESCRIBED IN THE STAFF REPORT, IN AN AMOUNT OF \$692,000; APPROPRIATION OF \$692,000 FROM THE NORMAN FORWARD FUND BALANCE; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE AGREEMENT. (WARD 2)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/14/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-194: A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, LANDMARK DEVELOPMENT GROUP, L.L.C., AND SOONER RIVER, L.L.C., FOR THE PURCHASE OF PROPERTIES, AS DESCRIBED IN THE STAFF REPORT, IN AN AMOUNT OF \$692,000; APPROPRIATION OF \$692,000 FROM THE NORMAN FORWARD FUND BALANCE; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE AGREEMENT. (WARD 2)

BACKGROUND:

In October of 2015, Norman residents passed the "Norman Forward: a Norman Quality of Life" initiative, funding various projects through a ½% sales tax over fifteen years. Included in the Norman Forward Initiative was a project to design and build a Canadian River Park and Trails.

Norman Forward's Implementation Plan identifies the Canadian River Park as the final project in the Norman Forward program and one of the major citywide projects intended to expand outdoor recreation, nature-based amenities, and trail connectivity.

The future Norman Forward Canadian River Park and Trails will be a major nature-based recreation destination featuring parkland, trails, wildlife areas, and riverfront access. This is the first step in the park's development and the next steps will be to start the design and planning process, with a two-million-dollar budget and strong alignment with the City's long-range parks and trails master planning.

DISCUSSION:

Property Description

The Agreement is for three (3) unimproved, contiguous tracts of land for a total of 23.276 acres. The tracts are located at the west end of Jefferson Street, contiguous to the west of Isabella at Norman apartments and Stoneridge Apartments (Part of Government Lots 7 & 8 in

Section 2, T8N, R3W, I.M.). Photos of the subject properties are below; a photo of the total properties together is attached to this item.

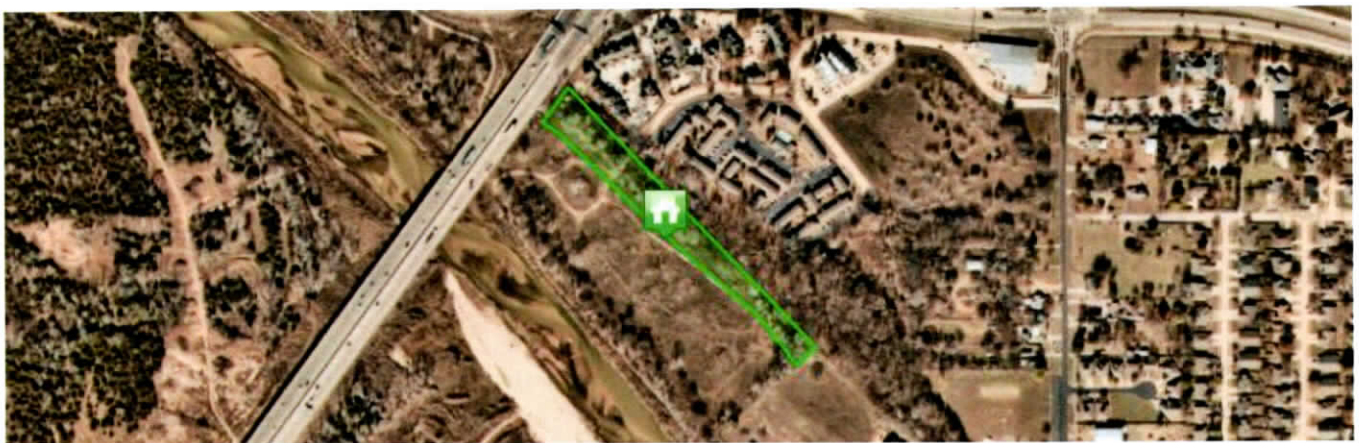
Tract 1:



Tract 2:



Tract 3:



Purchase and Sale Agreement

The City obtained an appraisal for the properties, prior to making an offer, on February 25, 2026, which determined a total price of \$692,000 for the ~23 acres of land. A conditional offer letter was sent to the property owners on April 14, 2026, for the appraised value, subject to negotiation of a purchase and sale agreement and approval by City Council. The City's conditional offer was accepted and a purchase agreement, and the purchase and sale agreement (K-2526-194) was negotiated with the sellers.

Upon approval of the agreement, the City will transfer \$10,000 to a closing company to serve as Earnest Money for the transaction, to be held in escrow and applied to the total purchase price upon closing. A sixty (60) day due diligence period will commence immediately upon Council approval, during which City staff will engage contractors and surveyors to conduct due diligence inspections to evaluate the property's suitability. The City may request to extend the due diligence period for an additional forty-five (45) days, if required.

Should any issues with the properties be identified during the due diligence period, the City may: 1) request the seller to cure, at seller's option, deficiencies identified with the properties; 2) proceed to closing with the property as is; or 3) may terminate the Agreement at any time and the earnest money will be refunded back to the City. If the seller defaults on the Agreement (i.e. the sale fails to proceed to closing due to fault of the seller), the City may demand specific performance or will be refunded the earnest money and be entitled to reasonable out-of-pocket costs related to the purchase of the properties. Closing on the property will occur within thirty (30) days of the end of the due diligence period.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2526-194 to purchase the above-described properties for \$692,000.

RECOMMENDATION 2:

Staff recommends appropriation of Norman Forward Fund Balance (Account No. 51-29000) in the amount of \$692,000 to the Canadian River Park Project (NFP113-Land, Account No. 51792327-46001) to fund the purchase.

RECOMMENDATION 3:

Staff recommends authorization of the City Manager or his designee to execute any documents on behalf of the City of Norman to execute the transaction and closing.

K-2526-194

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between Landmark Development Group, LLC, an Oklahoma limited liability company, Sooner River, LLC, an Oklahoma limited liability company (the "Sellers"), and the City of Norman, Oklahoma, an Oklahoma municipal corporation (the "Buyer"), but the enforceability is subject to a condition in Recital C below (and if the condition is not satisfied on or before August 31, 2026 this Agreement will automatically terminate).

RECITALS:

A. Sellers own certain undeveloped real property described in Exhibit A hereto, which is referred to in this instrument as the "Property".

B. Sellers desire to sell and Buyer desires to purchase the Property in accordance with the terms, conditions and provisions of this Agreement.

C. Condition Precedent: This Agreement shall not be effective or binding on Buyer until such time as this Agreement is duly adopted by the Council of the City of Norman and becomes effective on the Effective Date. Upon the Effective Date, this Agreement shall be binding on Buyer and Sellers in accordance with its terms.

In consideration of the foregoing, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Sellers agree to sell the Property to Buyer, and Buyer agrees to purchase the Property from Sellers, in accordance with the terms and provisions of this Agreement.

2. Purchase Price. The purchase price for the Property shall be Six Hundred Ninety-Two Thousand Dollars (\$692,000.00), (the "Purchase Price"). Within three (3) business days following the Effective Date, Buyer will deposit Ten Thousand Dollars (\$10,000.00) (the "Earnest Money") with Chicago Title Oklahoma, attn.: Anthony Dobey; 210 Park Avenue, Suite 210, Oklahoma City, Oklahoma 73102; Anthony.Dobey@ctt.com; (405)-847-6760 (the "Title Agent"). The balance of the Purchase Price shall be paid by Buyer to Sellers in cash at Closing (as hereafter defined). If an uncured default by Buyer occurs, the Earnest Money will be paid to Sellers as liquidated damages as set forth herein. In the event this Agreement is terminated and no Closing occurs due to an uncured default by Sellers or at Buyer's election in accordance with Section 3 or Section 5 below, or the condition precedent in Recital C above is not satisfied, the Earnest Money will be returned to Buyer.

3. Due Diligence Period. Sellers shall provide Buyer, its agents and employees, access to the Property for the purpose of conducting feasibility, adequacy of drainage, environmental, engineering and topographic studies, including inspections, surveys, test borings, soil analyses and all other studies, tests, inspections, analyses and surveys reasonably necessary in the opinion of Buyer to establish to Buyer's satisfaction that the Property is suitable for Buyer's intended use;

which shall be at Buyer's sole cost, expense and liability, from which Buyer, to the extent permitted by applicable law, shall indemnify and hold Sellers harmless, but such indemnity shall not extend to protect Sellers from any pre-existing liabilities for matters merely discovered by Buyer (i.e., latent environmental contamination) so long as Buyer's actions do not aggravate any pre-existing liability of Sellers. All of Buyer's obligations hereunder shall be subject to such studies, tests, inspections, analyses and surveys. Buyer shall have sixty (60) days after the Effective Date to conduct such due diligence ("Due Diligence Period"); however, Buyer may, at its option, extend the Due Diligence Period for an additional forty-five (45) days by providing written notice to the Sellers. If, during any point in the Due Diligence Period, Buyer should determine, in Buyer's reasonable, good-faith judgment, that the Property is unsuitable for whatever reason, Buyer may, at its option:

- i. Accept the condition of the Property and proceed to Closing;
- ii. Deliver written notice to Sellers specifying in reasonable detail the basis for the unsuitability of the Property and provide Sellers the opportunity to cure the matters identified by Buyer. Within ten (10) days after receipt of such notice from Buyer, Sellers shall give notice to Buyer on whether Sellers elect to cure the issues of the Property. If Sellers elect to cure, Sellers shall provide Buyer with a detailed notice on the processes, procedures and timeline of their elected curing activities. Such curing activities will be at the sole cost, expense and liability of Sellers. The cure must be completed prior to Closing and Closing will only proceed if Buyer is reasonably satisfied, in its sole discretion, that the unsuitability of the Property identified in its initial notice is properly cured. If Sellers elect not to cure, Buyer may elect any of the other options identified in this Section; or
- iii. Terminate this Agreement by notice in writing to Sellers, in which event after the return of the Earnest Money to Buyer, neither party shall have any further obligations to the other hereunder.

4. Title Insurance. Sellers will circulate a commitment for an owner's policy of title insurance issued by Title Agent covering the Property, updated and certified through the date of delivery to Buyer ("Title Commitment"). Sellers will furnish Title Commitment within twenty (20) days of the Effective Date. Sellers agree to cause any existing mortgage liens or other encumbrances against the Property to be fully released at Closing. Sellers represent and warrant that it has not created any leases with respect to the Property that remain in effect. If the title commitment shows any other third party rights or issues that materially or adversely affect title to or use of the Property, determined in Buyer's sole discretion, the parties will work together in good faith to resolve them as set forth in Section 5 below.

5. Objections to Title. Buyer shall have the opportunity to review the Title Commitment and shall give written notice of any objections to Sellers within ten (10) City business days. If no such notice is given by Buyer, Buyer will be deemed to have accepted and approved the state of title. If notice of objection is given by Buyer, Sellers shall use commercially reasonable efforts to cure the objections promptly after Sellers' receipt thereof. In the event that Sellers cannot cure such title objections and notify Buyer in writing thereof, Buyer shall have ten (10) City

business days thereafter to: (i) waive such objections and proceed with Closing, or (ii) terminate this Agreement, in which event the Earnest Money will be promptly refunded to the Buyer. If no such notice is given by Buyer, Buyer will be deemed to have elected to proceed with Closing.

6. Closing. The consummation of this sale (the "Closing") shall take place at the offices of the Title Agent on a date mutually agreed to by the parties within thirty (30) days after the end of the Due Diligence Period referenced in Section 3 above (the "Closing Date"), or on such other date or at such other location as the parties may hereafter mutually agree; provided that such Closing Date shall not occur more than thirty (30) days after the end of the Due Diligence Period. Buyer's obligation to close is subject to the satisfaction of the following conditions on the date of Closing (subject to Buyer's election to waive any such conditions): (a) the full performance by Sellers under the terms of this Agreement; (b) the issuance of the Title Policy at Closing in the form approved by Buyer during the Due Diligence Period; and (c) no material adverse change occurs with respect to the Property prior to the date of Closing in connection with any condemnation or casualty event.

7. Closing Documents. The following transactions shall take place at (or in connection with) Closing:

(a) Deed. A Warranty Deed covering the Property shall be properly executed and delivered by Sellers to Buyer.

(b) Closing Statement. The parties will execute an appropriate closing statement, and Buyer shall pay to Sellers the Purchase Price in accordance with Section 2 of this Agreement.

(c) Final Inspection. Buyer will complete its final inspections as contemplated by Section 3 above, in order to confirm that the condition of the Property as of the date of Closing has not changed and remains acceptable to the Buyer.

(d) Expenses. On the final closing statement, Buyer agrees to pay the costs associated with an updated title insurance commitment, the Title Policy and the documentary stamp taxes, and all other costs incurred by it hereunder, including inspection fees, survey costs and closing fees owed to the Title Agent in order to complete the sale.

(e) Adjustments and Prorations. All Ad Valorem Taxes accruing or assessed with respect to the Property during the calendar year of Closing shall be prorated on the basis of the calendar year of Closing between Buyer and Sellers as of the date of Closing. If the amount of such general taxes cannot be ascertained at Closing, such proration shall be on the basis of taxes assessed with respect to the previous calendar year but shall be subsequently adjusted when such determination can be made. Notwithstanding anything in this Agreement which may appear to the contrary, Sellers shall be obligated to pay all taxes and other assessments relating to any period prior to the Closing date, which obligation shall survive the Closing.

8. Default. If the sale of the Property is not consummated due to Buyer's default, then Sellers may seek specific performance of this Agreement or Sellers may terminate this Agreement and receive the Earnest Money as liquidated damages as final and exclusive liquidated damages

and not as a penalty, and Buyer shall have no further liability hereunder. If the sale of the Property is not consummated due to Sellers' default, Buyer may seek specific performance of this Agreement or terminate this Agreement and recover the Earnest Money and its out-of-pocket costs from Sellers.

9. Notices. Any notice pursuant to this Agreement shall be given in writing by a party or its legal representative by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) electronic mail or other electronic means sent to the intended addressee at the address set forth below:

If to Buyer: Jason Olsen, Director of Parks and Recreation
225 North Webster Avenue
Norman, OK 73069
Phone: 405-366-5477
jason.olsen@normanok.gov

With a copy to: AshLynn Wilkerson, Assistant City Attorney
City of Norman, Oklahoma
201 West Gray Street
Norman, OK 73069
Phone: 405-217-7700
ashlynn.wilkerson@normanok.gov

If to Sellers: Landmark Development Group, LLC & Sooner River, LLC
Attn: Glenn A. Foster, Jr.
4410 Berry Farm Road
Norman, OK 73072
Phone: 405-641-8852
Email: drglennfoster@yahoo.com

10. Insurance. Until the date of Closing, Sellers agree to maintain the existing policies and coverages of insurance, if any, in the current amounts for the Property, the risk of loss being expressly on Sellers for any damage or loss to the Property until the Closing.

11. Entire Agreement: Amendments. This Agreement, the items incorporated herein and any addendum attached hereto or incorporated herein contain all the agreements of the parties hereto with respect to the matters contained herein; and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto. The representations and warranties contained herein will not survive final Closing; rather, from and after closing the Sellers will have no further duties, obligations or liabilities except as specifically set forth in any documents executed and delivered by Sellers at final closing.

12. Authority: Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been

duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein

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

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

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature, and email copies hereof shall be deemed to constitute duplicate original counterparts.

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

[Signatures on pages to follow]

IN WITNESS WHEREOF the SELLERS have caused this Agreement to be duly executed as of the Effective Date.

"SELLERS"

LANDMARK DEVELOPMENT GROUP, LLC

By:

Glenn A. Foster, Jr., Manager

SOONER RIVER, LLC

By its manager:
Landmark Development Group, LLC

By:

Glenn A. Foster, Jr., Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

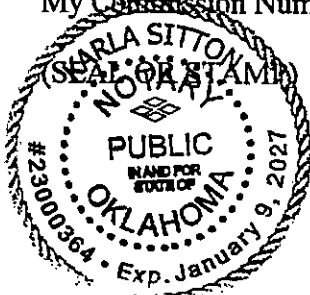
Before me, the undersigned, a Notary Public in and for said County and State, on this 26 day of June, 2026, personally appeared Glenn A. Foster, Jr., Manager Landmark Development Group, LLC and Sooner River, LLC, both Oklahoma limited liability companies, and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Laurea Sitton
Notary Public

My Commission Expires: January 9, 2027

My Commission Number: 23000364



SIGNATURE PAGE
TO
REAL ESTATE PURCHASE AGREEMENT

IN WITNESS WHEREOF, the BUYER has caused this this Agreement to be duly executed as of the Effective Date.

“BUYER”

CITY OF NORMAN, OKLAHOMA

By: _____
Stephen T. Holman, Mayor

ATTEST:

By: _____
Jamie Meyer, City Clerk

Approved as to Legality and Form this 29 day of June,
2026:

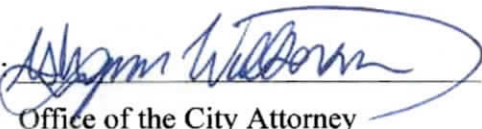
By: 
Office of the City Attorney

EXHIBIT A**TRACT 1: Landmark Development Group, LLC, 12.2209 Acre**

A tract of land being a part of Government Lots Seven (7) and Eight (8) of Section Two (2), Township Eight (8) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the northeast corner of said Government Lot 8;

THENCE South 00°05'20" West (South-Record), along the east line of said Government Lot 8, a distance of 1337.89 feet;

THENCE North 89°54'41" West (West-Record) a distance of 901.56 feet to the POINT OF BEGINNING,

THENCE South 45°00'00" West a distance of 569.35 feet;

THENCE North 37°43'52" West a distance of 730.00 feet;

THENCE North 30°09'44" West a distance of 201.36 feet;

THENCE North 42°49'40" West a distance of 356.65 feet;

THENCE North 35°55'00" East a distance of 500.00 feet to the southwest corner of Block 5 of PRESIDENTIAL NO. 1 ADDITION according to the plat recorded in Book 9 of Plats, Page 55;

THENCE South 41°42'44" East a distance of 1,373.55 feet to the POINT OF BEGINNING

Said described tract of land contains 685,896 square feet or 15.7460 acres, more or less.

The bearing of South 00°05'20" West along the east line of Government Lot 8 in Section 2, Township 8 North, Range 3 West of the Indian Meridian as described in WARRANTY DEED recorded in Book 2817, Page 102 was used as the basis of bearing for this legal description.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

A tract of land being a part of Government Lots Seven (7) and Eight (8) of Section Two (2), Township Eight (8) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the northeast corner of said Government Lot 8, a distance of 1337.89 feet;

THENCE South 00°05'20" West, along the east line of said Government Lot 8, a distance of 1337.89 feet,

THENCE North 89°54'41" West a distance of 901 56 feet to the POINT OF BEGINNING;

THENCE along the south line of said GRANT OF EASEMENT the following four (4) courses

- 1 North 36°22'50" West a distance of 216 54 feet,
- 2 North 46°41'31" West a distance of 522 57 feet,
- 3 North 43°29'01" West a distance of 508 94 feet,
- 4 North 54°48'01" a distance of 69 29 feet,

THENCE North 33°55'00" East a distance of 160 15 feet to the southwest corner of Block 5 of PRESIDENTIAL NO 1 ADDITION according to the plat recorded in Book 9 of Plats, Page 55,

THENCE South 41°42'44" a distance of 1,373 55 feet to the POINT OF BEGINNING

Said described tract of land contains 153,552 square feet or 3.5251 acres, more or less

The bearing of South 00°05'20" West along the east line of Government Lot 8 in Section 2, Township 8 North, Range 3 West of the Indian Meridian as described in WARRANTY DEED recorded in Book 2817, Page 102 was used as the basis of bearing for this legal description.

TRACT 2: Landmark Development Group, LLC, 7.53 Acre

Part of Government Lots 7 and 8 of Section 2, Township 8 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

2-8-3W 7.53 AC PRT GOV'T LOTS 7-8 SE/4 BEG 1337.89'S AND
 W901.56'NE/C S45D W569.35' N37D W730' N30D W201.36' N42D W356.72'
 N33D E500' S52D E879.26' S41D E197.64' N48D E211.87' C/R (R=452.68")
 CB N55D E106.45' S76D W51.39' S23D E84.73' E105.34' S506' W241.60'
 NELY 140' POB LESS BEG 1337.89'S AND W901.56' NE/C GOVT LT 8 S45D
 W569.35' N37D W730' N30D W201.36' N42D W356.72' N33D E500' S41D
 E1373.55' POB

TRACT 3: Sooner River, LLC, 3.5251 Acre

A tract of land being a part of Governmental Lots Seven (7) and Eight (8) of Section Two (2), Township Eight (8) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the northeast corner of said Government Lot 8, a distance of 1337.89 feet;

THENCE South 00°05'20" West, along the east line of said Government Lot 8, a distance of 1337 89 feet,

THENCE North 89°54'41" West a distance of 901 56 feet to the POINT OF BEGINNING;

Thence South 45°00'00" West a distance of 96 71 feet to a point on the south line of GRANT OF EASEMENT recorded in Book 549, Page 517,

THENCE along the south line of said GRANT OF EASEMENT the following four (4) courses

- 1 North 36°22'50" West a distance of 216 54 feet;
- 2 North 46°41'31" West a distance of 522 57 feet;
- 3 North 43°29'01" West a distance of 508 94 feet;
- 4 North 54°48'01" a distance of 69 29 feet;

THENCE North 33°55'00" East a distance of 160 15 feet to the southwest corner of Block 5 of PRESIDENTIAL NO 1 ADDITION according to the plat recorded in Book 9 of Plats, Page 55,

THENCE South 41°42'44" a distance of 1,373 55 feet to the POINT OF BEGINNING

Said described tract of land contains 153,552 square feet or 3.5251 acres, more or less

The bearing of South 00°05'20" West along the east line of Government Lot 8 in Section 2, Township 8 North, Range 3 West of the Indian Meridian as described in WARRANTY DEED recorded

EXHIBIT A
TO
REAL ESTATE PURCHASE AGREEMENT

EXHIBIT B

1. The execution, delivery, and performance of this Agreement by Sellers has been duly and validly authorized by all necessary action on the part of Sellers, and all required consents and approvals from third parties have been duly obtained.
2. This Agreement is a legal, valid and binding obligation of Sellers, enforceable against Sellers in accordance with its terms. There is no agreement to which Sellers are a party or, to Sellers' knowledge, that is binding on Sellers that is in conflict with this Agreement.
3. Sellers have not granted any rights or options to purchase, lease or occupy the Property to any other party that would be inconsistent with the Buyer's rights under this Agreement.
4. Sellers have no knowledge of any litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation of any kind pending or threatened against or involving the Property or any part thereof.
5. Sellers have not received any written notice that the Property is presently in violation of any environmental or other laws. Sellers are not aware of any pending zoning or other regulatory proceeding affecting the Property or adjacent properties (and agrees to cooperate with Buyer in connection with any pre-closing regulatory requests associated with the Buyer's development plan for the Property).
6. Sellers have received no notice of any pending or threatened condemnation or similar proceeding affecting the Property, or any part thereof.

Norman OK Web Map

Item 17.



6/29/2026, 10:13:39 AM

- Street Names
- Streets
- Railroad
- University Of Oklahoma Property
- Parks
- AerialPhoto2025
- Red: Band_1
- Green: Band_2
- Blue: Band_3



City of Norman GIS Services, City of Norman GIS Services Division, City of Norman

City of Norman, OK

*Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069*



Meeting Agenda

Tuesday, July 28, 2026

6:30 PM

DIRECTOR OF PARKS AND RECREATION

City Council, Norman Utilities Authority, Norman Municipal
Authority, Norman Tax Increment Finance Authority, and Norman
Parking and Transit Authority

City Council

David Gandesbery, Ward 1, Jacy Deck, Ward 2, Robert Bruce, Ward 3, Helen
Grant, Ward 4, Trey Kirby, Ward 5, Kyle Steele, Ward 6, Kimberly Blodgett,
Ward 7, Scott Dixon, Ward 8,
Mayor Stephen Tyler Holman.

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING AUGUST 7TH, 2026, AS PURPLE HEART DAY IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/28/26

REQUESTER: Grace Holloman

PRESENTER: Grace Holloman, Accessibility Strategist

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2627-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING AUGUST 7TH, 2026, AS PURPLE HEART DAY IN THE CITY OF NORMAN.

P-2627-4

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, PROCLAIMING AUGUST 7,
2026, AS PURPLE HEART DAY IN THE CITY OF
NORMAN.

- § 1. WHEREAS, the Purple Heart is the oldest military decoration still presented to U.S. service members, first established by General George Washington in 1782 as the Badge of Military Merit and later revived as the Purple Heart in 1932 by General Douglas McArthur in honor of George Washington's bicentennial birthday; and
- § 2. WHEREAS, the Purple Heart is awarded to members of the United States Armed Forces who have been wounded or killed in combat, recognizing their bravery, sacrifice, and dedication to the ideals of freedom and democracy; and
- § 3. WHEREAS, Purple Heart Day, observed annually on August 7th, offers a solemn opportunity for all Americans to honor the courageous men and women who have received this distinction and to acknowledge the profound debt of gratitude owed to them; and
- § 4. WHEREAS, we recognize the service and sacrifice of these individuals not only on the battlefield but also in the lives they continue to lead as patriots, community leaders, and role models of resilience and courage; and
- § 5. WHEREAS, the City of Norman stands united in expressing our deepest respect and unwavering support for all Purple Heart recipients and their families.

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

- § 6. Do hereby proclaim August 7, 2026, as Purple Heart Day in the City of Norman and encourage all citizens to honor our nation's Purple Heart recipients by recognizing their sacrifice and service to our country.

PASSED AND APPROVED this 28th day of July 2026.

Mayor, Stephen T. Holman

ATTEST:

City Clerk



File Attachments for Item:

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-26: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY, AND DR. PEPPER/SEVEN UP, INC. FOR THE PURPOSE OF ESTABLISHING A LONG-TERM TOURISM, BRANDING, AND EVENT-ACTIVATION PARTNERSHIP IN RELATION TO THE LINDSEY STREET WATER TOWER. (WARD 7)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/28/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2627-26: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY, AND DR. PEPPER/SEVEN UP, INC. FOR THE PURPOSE OF ESTABLISHING A LONG-TERM TOURISM, BRANDING, AND EVENT-ACTIVATION PARTNERSHIP IN RELATION TO THE LINDSEY STREET WATER TOWER. (WARD 7)

BACKGROUND:

City Council has discussed the appropriate next steps for the aging Lindsey Street water tower several times over the last several years, ultimately deciding to preserve the asset and paint the water tower by awarding a bid and approving contracts and bonds for the work last Tuesday, July 21, 2026. Staff has discussed a potential opportunity to partner with a global company to provide a source of revenue to the Norman Utilities Authority to offset much of the cost to repaint the tower and create a unique opportunity for a long-term tourism, branding and event activation partnership.

DISCUSSION:

Contract K-2626-37 is an agreement with Dr. Pepper/Seven Up, Inc. ("Dr. Pepper") for the creation of a tourism attraction partnership. Under this agreement, the City/NUA will provide approved upon artwork, attached as Exhibit A to the agreement, to its contractor to be painted on the Lindsey Street water tower. The City may install a lighting package and take other action to activate the space. Any updates to the artwork during the term of the agreement will be done at Dr. Pepper's expense. The agreement allows Dr. Pepper to host one kickoff event and up to 5 annual events during the term of the agreement. The City will continue to maintain the site and the water tower under this agreement. In exchange for placement of the artwork, Dr. Pepper will pay a total fee of \$500,000 over the ten-year term. If the agreement is extended or renewed, future payments will need to be negotiated. If the agreement is not renewed, then Dr. Pepper must pay the cost for the artwork to be removed up to \$25,000. Funds received from this agreement will be deposited into revenue account Rental-Water Towers (Account No. 319-362582).

RECOMMENDATION:

Staff recommends approval of K-2627-26.

TOURISM ATTRACTION PARTNERSHIP AGREEMENT

This **TOURISM ATTRACTION PARTNERSHIP AGREEMENT** (this "Agreement") is made as of the _____ day of _____, 2026 ("Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation ("City"), the Norman Utilities Authority, an Oklahoma public trust having the City as its sole beneficiary ("NUA"), and Dr Pepper/Seven Up, Inc., a Delaware corporation authorized to conduct business in Oklahoma ("DPS"), collectively the "Parties", for the purpose of establishing a long-term tourism, branding, and event-activation partnership centered on the City-owned water tower located on the North-East corner of the parcel at 600 E. Lindsey Street in Norman, Oklahoma ("Water Tower").

RECITALS

WHEREAS, the City owns certain real property and improvements thereto at 600 E. Lindsey Street in Norman, Oklahoma; and

WHEREAS, the Water Tower has historically been held by the City for the benefit of NUA to maintain steady water pressure and provide emergency reserves; and

WHEREAS, the Water Tower ceased to be used by NUA for these purposes in 2011 due to its lack of operational effectiveness; and

WHEREAS, the Water Tower, if rehabilitated, could potentially be used by NUA in the future for the benefit of the utility system as a nonpotable water reuse storage tank; and

WHEREAS, DPS, the City and NUA are partnering to rehabilitate and use the Water Tower and create a unique tourism attraction; and

WHEREAS, it is the desire of the City and NUA to rehabilitate the Water Tower and partner with DPS to use the Water Tower as part of a unique tourism attraction.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the City, NUA, and DPS agree as follows:

1. Purpose.

The Parties desire to collaborate to transform the Water Tower into a unique regional tourism attraction, leveraging DPS brand visibility, visitor engaged experiences, and community-oriented events, while maintaining compliance with municipal utility standards and the operational integrity of NUA and City assets.

2. Initial Refurbishment and Repainting of Water Tower.

a. *Artwork Approval.*

- i. DPS has provided the City with final production-ready artwork for the Water Tower ("Approved Artwork") and NUA has received bids for said Approved Artwork. Artwork is attached as Exhibit A.
- ii. No artwork shall be installed without DPS's express written approval. Tank lighting shall not be considered artwork.

- iii. Any specialty lighting, colored lighting, programmable lighting displays, or decorative illumination of the Water Tower requested by third party organizations or members of the public (collectively, "Specialty Lighting") shall require the prior written approval of both DPS and the City or NUA, as applicable. The Parties shall mutually agree in writing upon the design, colors, timing, duration, and operational parameters of any Specialty Lighting prior to installation or activation. For the avoidance of doubt, architectural safety lighting required for compliance with applicable building codes or safety regulations shall not be considered Specialty Lighting and shall not require DPS approval, provided that such safety lighting does not incorporate colors, patterns, or designs that could reasonably be perceived as brand messaging or promotional content.

b. *Artwork Installation.*

- i. NUA will bid the initial refurbishment and repainting of the Water Tower, and subject to the NUA's acceptance of bids, bonds and approval of a contract, will engage a contractor to complete such refurbishment and repainting of the Water Tower.
- ii. The NUA shall cause its contractor to apply the Approved Artwork to the Water Tower as part of the initial refurbishment. Approved Artwork shall be installed no later than October 15, 2026.
- iii. Installation shall comply with all applicable safety, utility, and structural standards.

c. *Placement and Visibility of Artwork.*

- i. DPS shall determine the location of the Artwork on the Water Tower to ensure maximum visibility from designated key vantage points, including stadium and recreation viewpoints.
- ii. The City shall ensure that municipal vegetation, structures, and other obstructions within its control do not obstruct the visibility of the artwork, and shall use commercially reasonable efforts to prevent third-party obstructions to visibility.

3. Maintenance Obligations.

a. *Maintenance of Artwork.*

- i. For purposes of this Section 3(a), "Vandalism" means any unauthorized alteration, defacement, or damage to the Approved Artwork or the Water Tower, including, without limitation, graffiti, unauthorized banners, paint-bombing, tagging, or other acts that materially impair the visibility, appearance, or integrity of the Approved Artwork. The City shall promptly clean or repair any Vandalism within fifteen (15) business days of discovery by the City or written notice from DPS, whichever occurs

first; provided, however, that if the cost to clean or repair such Vandalism requires competitive bidding under the Oklahoma Competitive Bidding Act, the City shall develop and publish bid specifications within fifteen (15) business days of discovery or written notice from DPS, whichever occurs first, and shall use commercially reasonable efforts to complete the remediation as promptly as practicable following award of the contract. Notwithstanding the foregoing, in no event shall any Vandalism remain unremediated for more than 60 days following the earlier of (A) the City's discovery of such Vandalism, or (B) DPS's delivery of written notice thereof to the City (such deadline, the "Outside Remediation Date"). If the City reasonably anticipates that competitive bidding requirements or other circumstances beyond the City's reasonable control will prevent remediation by the Outside Remediation Date, the City shall notify DPS in writing at least ten (10) days prior to the Outside Remediation Date, specifying the cause of the delay and the City's good-faith estimate of the completion date, and DPS may, in its reasonable discretion, grant a written extension of the Outside Remediation Date.

- ii. DPS may require repainting or artistic refreshes at any time during the term of this Agreement. Any such work shall occur at DPS's sole expense. Any modifications, replacements, or refreshed designs during the term of this Agreement shall only be implemented upon DPS's prior written approval and receipt of funding from DPS.

b. *Maintenance of Site.*

- i. NUA will maintain the structural integrity of the Water Tower during the term of this Agreement and any further extensions or renewals of this Agreement.
- ii. The City will perform routine mowing, weed control, trash removal and tree trimming of the site shown on Exhibit B (the "Site").
- iii. The NUA will maintain electrical drop, meter, and conduit infrastructure.
- iv. The City will bear, at its sole expense, all utility costs for architectural safety lighting.
- v. The City will maintain working anti-climb guards on the legs of the Water Tower and locked security gates at the base ladder as well as signage to prevent unauthorized access to the Water Tower.

The City acknowledges that DPS has no control over the physical condition or security of the Water Tower or Site and shall have no responsibility or liability for any injury, death, or property damage arising from the condition of, or access to, the Water Tower or Site, unless the condition of, or access to, the Water Tower or Site resulting in such injury, death, or property damage is a result of a DPS Event.

4. Tourism and Community Impact Events.

a. Coordination.

- i. The City and DPS will collaborate on tourism marketing strategies to promote the Water Tower attraction, including, but not limited to, the integration of the site into Norman visitor guides and digital tourism platforms and coordination with local businesses for cross-promotional opportunities.
- ii. The City will ensure the Site remains accessible during reasonable hours consistent with safety and utility limitations set forth herein and elsewhere.

b. Event Guidelines and Site Operations.

- i. DPS Event Rights:
 1. DPS may host one (1) kickoff event and up to five (5) events annually during the Term of this Agreement.
 2. DPS shall provide the City with sufficient information regarding the event for the evaluation of the need for parking, police, sanitation and street closure services at least 30 days prior to each event. Formal permit application and approval required by the City Code for Special Events is hereby waived as permitted by Section 20-3004 of the City Code for the kickoff event and the five annual events allowed during the Term of this Agreement.
 3. DPS may install temporary attractions, such as games, interactive booths, sampling stations, entertainment structures, or brand-activation installations subject to advance notice to the City and the NUA, and only in compliance with all applicable safety, zoning, and utility regulations.
 4. DPS may bring, display, distribute or sample its beverage products during DPS-hosted events.
- ii. Third-Party Events
 1. Third-party events may occur on the Site only after written approval of the City and DPS.
 2. No third party may use the Water Tower for lighting displays, color changes, or other visual activations supporting causes, organizations, or events without DPS's prior written approval, which approval may be withheld in DPS's sole discretion to protect DPS's brand integrity.
 3. No alcoholic beverage brands, energy drink brands, or other beverage brands that compete with DPS products may be displayed, advertised, or promoted on or at the Site, or be a sponsor or

participant in any event held at the Site, without DPS's prior written consent.

4. All third-party events must comply with applicable City ordinances and policies.

5. Contract Term and Financial Commitments.

- a. *Term.* The initial term of this Agreement shall be ten (10) years. The term of the Agreement may be extended by DPS upon written notice to the City and NUA 180 days prior to its expiration. If DPS desires to renew the Agreement, the parties shall negotiate in good faith to establish the appropriate fees to be paid by DPS for the renewal term.
- b. *Right of First Refusal.* If, following the expiration or earlier termination of this Agreement, the City or NUA desires to enter into a similar branding, advertising, or sponsorship arrangement with a third party regarding the Water Tower, the City shall first offer DPS the opportunity to enter into such arrangement on the same terms. DPS shall have thirty (30) days from receipt of such offer to accept or decline. If DPS declines or fails to respond within such period, the City and NUA may proceed with the third party.
- c. *End of Term Restoration.* If the Parties elect not to renew this Agreement, DPS shall pay to the City or NUA, as applicable, an end-of-lease fee (the "Restoration Fee") to cover the reasonable and documented costs of removing the Approved Artwork and any other DPS branding from the Water Tower and restoring the Water Tower to a non-branded condition substantially similar to its condition immediately prior to the initial installation of the Approved Artwork. The Restoration Fee shall not exceed \$25,000. The City or NUA shall complete the restoration work within one hundred twenty (120) days following receipt of the Restoration Fee, or as soon as reasonably practicable thereafter.
- d. *Fee.* In consideration for the commitments herein by the City and NUA, DPS agrees to pay a total fee of \$500,000 for the initial term of the Agreement in accordance with the following schedule:
 - i. \$75,000 to be invoiced January 15, 2027
 - ii. \$50,000 to be invoiced January 15, 2028
 - iii. \$50,000 to be invoiced January 15, 2029
 - iv. \$50,000 to be invoiced January 15, 2030
 - v. \$50,000 to be invoiced January 15, 2031
 - vi. \$50,000 to be invoiced January 15, 2032
 - vii. \$50,000 to be invoiced January 15, 2033
 - viii. \$50,000 to be invoiced January 15, 2034
 - ix. \$50,000 to be invoiced January 15, 2035

- x. \$25,000 to be invoiced January 15, 2036
- e. *Payment of Fee.* DPS shall pay the applicable fee net 120 days upon receipt of an invoice by the City and NUA.
- f. *Fee Abatement.* If the Approved Artwork is not installed by October 15, 2026 for any reason other than DPS's failure to timely provide Approved Artwork, or if the Artwork is materially obstructed or the Water Tower is not structurally maintained such that the Artwork is not visible to the public for a period exceeding thirty (30) consecutive days, DPS shall be entitled to a pro-rata abatement of the annual fee for each day beyond such period that the condition continues, until the condition is remedied.

6. DPS Representations and Warranties.

- a. DPS represents that it is a duly organized limited liability company and is currently in existence under the laws of the State of Delaware. DPS is authorized to conduct business in the State of Oklahoma.
- b. DPS represents that it has the full power and authority to execute this Agreement and that this Agreement shall constitute a legal, valid and binding obligation of DPS in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by DPS or the consummation of the transactions contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, or other laws affecting creditor's rights generally and subject to general principles of equity.
- c. DPS represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its certificate of formation, operating agreement or any other agreement governing DPS or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which DPS is a party or by which it may be bound, and will not constitute a default under any of the foregoing.
- d. To the knowledge of DPS, there is not currently pending any action, suit, proceeding or investigation, nor is any such action threatened in writing which, if adversely determined, would result in DPS's inability to fulfill its obligations under this Agreement.
- e. DPS further represents and warrants that it is not the subject of any pending bankruptcy, insolvency, restructuring, or similar debtor-relief proceeding, and DPS has no knowledge of any plans, intentions, or circumstances that would reasonably

be expected to result in DPS becoming the subject of any such proceeding during the term of this Agreement.

- f. DPS warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement.
- g. Neither this Agreement nor any statement or document referred to herein or delivered by DPS pursuant to this Agreement contains any statement which DPS knows to be untrue.

7. City Representations and Warranties.

- a. The City is a duly organized and validly existing Oklahoma municipal corporation under the laws of the State of Oklahoma.
- b. The City is fully empowered to enter into this Agreement and to perform the transactions contemplated thereby and generally to carry out its obligations hereunder and thereunder. The City has duly authorized its Mayor, or Vice-Mayor, in the absence of the Mayor, to execute and deliver this Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the City.
- c. The City represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, its trust indenture or any other agreement governing the City and will not violate any provision or constitute a default under any indenture, agreement or instrument to which the City is currently bound or by which it is affected.
- d. To the knowledge of the City, there is no action, suit, proceeding or inquiry at law or in equity pending or threatened, affecting the City wherein any unfavorable decision, ruling or finding would result in the City's inability to fulfill its obligations under this Agreement.
- e. The City represents that the Water Tower is insured under its Building and Contents insurance policy.
- f. The City maintains property insurance on the Water Tower with coverage limits of of \$1,103,336. The City shall maintain such property insurance for the term of this Agreement and any extensions, as applicable.

- g. In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied, and covenants that it shall comply, with all applicable anti-corruption laws, rules, and regulations.

8. NUA Representations and Warranties.

- a. The NUA is a duly organized and validly existing Oklahoma public trust under the laws of the State of Oklahoma.
- b. The NUA is fully empowered to enter into this Agreement and to perform the transactions contemplated thereby and generally to carry out its obligations hereunder and thereunder. The NUA has duly authorized its Chairperson, or Vice-Chairperson, in the absence of the Chairperson, to execute and deliver this Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the NUA.
- c. The NUA represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, its trust indenture or any other agreement governing the NUA and will not violate any provision or constitute a default under any indenture, agreement or instrument to which the NUA is currently bound or by which it is affected.
- d. To the knowledge of the NUA, there is no action, suit, proceeding or inquiry at law or in equity pending or threatened, affecting the NUA wherein any unfavorable decision, ruling or finding would result in the NUA's inability to fulfill its obligations under this Agreement.
- e. In connection with the negotiation and performance of this Agreement, the NUA represents and warrants that it has complied, and covenants that it shall comply, with all applicable anti-corruption laws, rules, and regulations.

9. Default; Remedies.

- a. If a party fails to perform any of its obligations hereunder in compliance with this Agreement or if any certifications made pursuant to this Agreement are false in any material respect the same shall not constitute a default or breach under this Agreement unless and until the party claiming such failure (the "Complaining Party") shall give written notice demanding performance (a "Default Notice") to the party alleged to have failed to perform (the "Defaulting Party"). If the Defaulting Party fails to commence performance to the reasonable satisfaction of the Complaining Party within 30 days of the receipt by the Defaulting Party of such

Default Notice and cure such failure within 60 days after receipt of such Default Notice, such failure shall constitute an "Event of Default" under this Agreement.

- b. In the event of an Event of Default, a party hereunder may seek any remedy available and permitted under applicable law. In the Event of Default, the NUA or the City shall promptly remove the Artwork and any other associated DPS branding from the Water Tower and Site. DPS shall be liable for all costs associated with removing the Artwork and associated DPS branding. In the Event of Default by the City or NUA, the City or NUA, as applicable, shall promptly remove the Artwork and any other associated DPS branding from the Water Tower and Site at the City's or NUA's sole cost and expense. All remedies available to a party hereunder are cumulative, and may, to the extent permitted by applicable law, be exercised concurrently or separately. The exercise by a party of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.
10. Indemnification. Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the "Indemnified Party"), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party's material breach of any term or provision of this Addendum or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party's duty of indemnification shall be in proportion to that party's contribution to the cause of such Losses. Notwithstanding the foregoing, the City and NUA shall jointly and severally indemnify, defend, and hold harmless DPS and its officers, directors, employees, agents, representatives, parent companies, subsidiaries, affiliates, successors, and assigns from and against any and all claims, suits, actions, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) any injury to or death of any person, or damage to property, occurring on or about the Water Tower or Site, regardless of cause, except to the extent directly caused by DPS's negligence or willful misconduct; (ii) any unauthorized access to, or trespass upon, the Water Tower or Site; (iii) the physical condition, maintenance, repair, or safety of the Water Tower or Site; or (iv) any claim that the Water Tower or Site constitutes an attractive nuisance. As between DPS and the City and NUA, the City and NUA shall be solely responsible for the physical condition, maintenance, and safety of the Water Tower and Site. DPS shall have no liability to any third party for any injury, death, or property damage arising from the condition of the Water Tower or Site, access to the Water Tower or Site (whether authorized or unauthorized), or any defect, hazard, or dangerous condition on or about the Water Tower or Site unless such condition, access, defect, hazard, or dangerous condition is caused by DPS or a DPS Event.

11. Casualty. If the Water Tower or Site is damaged or destroyed by fire, storm, or other casualty ("Casualty"), the City or NUA shall promptly notify DPS in writing and provide a good-faith estimate of the restoration timeline. The City or NUA shall use commercially reasonable efforts to restore the Water Tower and Artwork to their prior condition as soon as reasonably practicable. The City shall keep DPS informed of restoration progress. Insurance proceeds for damage to the Water Tower or Artwork shall be applied first to restoration. DPS has no obligation to pay restoration costs, but if DPS chooses new artwork designs after a Casualty, DPS shall pay the additional cost above restoring the original Artwork. DPS may terminate this Agreement on thirty (30) days' notice if: (i) the Water Tower cannot reasonably be restored within one hundred eighty (180) days, (ii) restoration is not substantially complete within one hundred eighty (180) days, (iii) the cost to restore the Water Tower cannot be accomplished with available funding from insurance proceeds and/or City/NUA funds, or (iii) the Casualty occurs during the final two (2) years of the Term. Upon termination, DPS shall receive a pro-rata refund of prepaid fees for the year in which the casualty occurs and owe no further payments. If the Water Tower or Artwork is not visible to the public due to a Casualty, DPS shall receive a pro-rata fee reduction for each day of lost visibility until restoration is complete or the Agreement terminates. If this Agreement terminates under this Section, the City or NUA shall remove all DPS branding from the Water Tower and Site at its own cost within sixty (60) days, or as soon as practicable if restoration is ongoing.

12. Intellectual Property.

- a. *Ownership*. DPS is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Approved Artwork, the Fansville brand, and all trademarks, service marks, trade names, logos, copyrights, trade dress, and other intellectual property rights associated therewith (collectively, "DPS IP"). Nothing in this Agreement shall be construed to transfer, assign, or convey any ownership interest in any DPS IP to the City, NUA, or any third party.
- b. *Limited License*. Subject to the terms and conditions of this Agreement, DPS hereby grants to the City and NUA a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to display the Approved Artwork on the Water Tower and to use DPS IP solely as necessary to perform the City's and NUA's obligations under this Agreement, including integration of the Water Tower attraction into visitor guides and tourism platforms as contemplated by Section 4. Any use of DPS IP in promotional materials, press releases, or public communications shall require DPS's prior written approval, which approval shall not be unreasonably withheld.
- c. *Restrictions*. The City and NUA shall not: (i) use any DPS IP except as expressly permitted under this Agreement; (ii) register or attempt to register any DPS IP, or any mark, name, or designation confusingly similar thereto, in any jurisdiction; (iii) challenge or contest, directly or indirectly, DPS's ownership of or the validity of any DPS IP; (iv) take any action that would impair, dilute, or harm the goodwill associated with any DPS IP; or (v) use any DPS IP in any manner that suggests endorsement, sponsorship, or affiliation with any third party, product, service, cause, or organization without DPS's prior written consent.

- d. *Termination of License.* Upon expiration or earlier termination of this Agreement for any reason, all rights granted to the City and NUA with respect to DPS IP shall immediately terminate, and the City and NUA shall, at the City's or NUA's sole cost and expense: (i) immediately cease all use of DPS IP; (ii) remove all DPS IP from the Water Tower, the Site within thirty (30) days, and any promotional materials within six (6) months; and (iii) not thereafter use any DPS IP or any mark, name, or designation confusingly similar thereto for any purpose. DPS shall have no obligation to pay any costs associated with the removal of DPS IP from the Water Tower or Site upon expiration or termination of this Agreement.
- e. *Goodwill.* The City and NUA acknowledge that all goodwill arising from the use of DPS IP shall inure solely to the benefit of DPS.

13. Miscellaneous Provisions.

- a. *Entire Agreement.* This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.
- b. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.
- c. *Amendment.* This Agreement may be amended only by an agreement in writing and signed by the parties hereto.
- d. *Assignment.* Except as otherwise provided herein, this Agreement shall not be assignable by DPS or the City without the prior written consent of the other party, which consent may be withheld in such other party's sole and absolute discretion; provided however, DPS may assign this Agreement to (i) any of its affiliates or subsidiaries, and/or (ii) to any successor owner(s) of DPS.
- e. *Time.* Time is of the essence in the performance of and compliance with this Agreement.
- f. *Notice.* Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic mail (provided that any notice delivered by electronic mail, to be effective, shall also be simultaneously delivered by one of the other permitted forms of notice hereunder), by reputable and responsible overnight delivery service such as or similar to UPS or Federal Express, or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:

City of Norman
Attn: City Manager
P.O. Box 370
201 West Gray
Norman, OK 73070
Email: city_manager@normanok.gov

With a copy to:

City of Norman
Attn: City Attorney
P.O. Box 370
201 West Gray
Norman, OK 73070
Email: city_attorney@normanok.gov

To NUA:

Norman Utilities Authority
Attn: General Manager
P.O. Box 370
201 West Gray
Norman, OK 73070
Email: city_manager@normanok.gov

With a copy to:

Norman Utilities Authority
Attn: General Counsel
P.O. Box 370
201 West Gray
Norman, OK 73070
Email: city_attorney@normanok.gov

To DPS:

Dr Pepper/Seven Up, Inc.
6425 Hall of Fame Lane
Frisco, TX 75034

With a copy to
Anthony Shoemaker, General Counsel
Email: anthony.shoemaker@kdrp.com

Alana Sharenow, VP, Assistant General Counsel
Email: Alana.Sharenow@kdrp.com
Robert Stone, Senior Director – Media
Email: robert.stone@kdrp.com
Deanna Parker, Associate Manager - Media
Email: Deanna.Alonso@kdrp.com

Any such communication, notice or demand shall be deemed to have been duly given or served on the date of delivery or refusal of delivery.

- g. *Force Majeure*: Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events.
- h. *Non-Waiver; Cumulative Remedies*. No failure on the part of any party to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.
- i. *Severability*. If any provision of this Agreement shall be invalid or prohibited by law, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.
- j. *Construction*. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.
- k. *Governing Law; Venue*. It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Oklahoma law shall be controlling. Venue for any legal proceedings for any state court proceeding arising out of or relating to this Agreement that is brought in state court shall be brought exclusively in the district courts of Cleveland County, Oklahoma. Any action or proceeding arising out of or relating to this Agreement that is brought in federal court shall be brought exclusively in the United States District Court for the Western District of Oklahoma.
- l. *Counterparts; Electronic Signatures*. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute

K-2627-26

Item 11.

only one agreement between the parties. Electronic signatures shall be binding as original signatures.

[SIGNATURE PAGES TO FOLLOW]

K-2627-26 Item 11.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed a of the Effective Date.

THE CITY OF NORMAN,
a municipal corporation
("City")

By: _____
Stephen Holman, Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20, by Stephen Holman, as Mayor of the City of Norman, a municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written in this Acknowledgement.

Notary Public

My Commission expires:

(Seal)

K-2627-26

Item 11.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed a of the Effective Date.

NORMAN UTILITIES AUTHORITY
a public trust
("NUA")

By: _____
Stephen Holman, Chairperson

ATTEST:

By: _____
Secretary

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20, by Stephen Holman, as Chairperson of the Norman Utilities Authority, a municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written in this Acknowledgement.

Notary Public

My Commission expires:

(Seal)

K-2627-26

Item 11.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

Dr Pepper/Seven Up, Inc.,
a Delaware limited liability company
("DPS")

Signed by:
By: Ben Sylvan
Name: Ben Sylvan
Title: SVP, Connected Media

EXHIBIT A



EXHIBIT B



File Attachments for Item:

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K2627-27: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, THE CITY OF NORMAN, AND FRANKFURT-SHORT-BRUZA, ASSOCIATES, D/B/A FSB, FOR THE AMOUNT OF \$107,312 FOR THE DESIGN AND ENGINEERING OF THE HOMELESS SHELTER A.K.A THE NORMAN HOUSING HUB; AND BUDGET TRANSFERS. (WARD 4)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 7/28/2026

REQUESTER: Jason Olsen, Parks and Recreation Director

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-27: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, THE CITY OF NORMAN, AND FRANKFURT-SHORT-BRUZA, ASSOCIATES, D/B/A FSB, FOR THE AMOUNT OF \$107,312 FOR THE DESIGN AND ENGINEERING OF THE HOMELESS SHELTER A.K.A THE NORMAN HOUSING HUB; AND BUDGET TRANSFERS. (WARD 4)

BACKGROUND:

In April of 2026, Norman voters approved a ballot initiative to allocate \$8,000,000 in bond proceeds for the design and construction of a homeless shelter. This shelter will be built just south of Food and Shelter on Reed Ave. City staff selected Frankfurt-Short-Bruza, Associates (FSB) out of Oklahoma City in late 2025 to help put together a master plan for the homeless shelter. This shelter will replace the shelter at 101 W Gray Street, which City Care currently operates.

The City of Norman is currently partnering with City Care to operate an emergency, low-barrier shelter at the corner of James Garner Avenue and West Gray Street in Norman. Prior to January 15, 2025, local non-profit Food & Shelter was contracted to manage shelter operations for the City of Norman. Prior to the Food & Shelter agreement, the City of Norman facilitated the administration and management of an emergency shelter at two locations from December 2019 to June 2022. Community discussions regarding solutions to homelessness in Norman, with City officials, community partners, and interested neighbors, began cooperatively in Spring 2020, focusing on long-term planning ideas.

In 2022, the Norman/Cleveland County Continuum of Care received a report from Homebase, which included action steps to end homelessness. The plan recognized the Housing First approach as a key guiding principle for future action. The Housing First approach centers on providing people who are experiencing homelessness with housing as quickly as possible, and then providing the services needed to maintain their housing. One of the strategies in the Homebase Plan included establishing a permanent, year-round, low-barrier, housing-focused shelter with day and night services.

DISCUSSION:

The City of Norman is entering into a contract with FSB for architectural and engineering services for the shelter, a multi-building emergency and transitional housing campus planned for the South Reed Avenue tract on Reed, south of Food and Shelter. The project is designed to provide “secure, dignified, and operationally efficient emergency and transitional housing within a cohesive, service-oriented environment.”

The agreement establishes FSB as the Architect responsible for design services. This contract only includes schematic design, with design development, construction documents, and construction administration to be included in a future contract and on the Council agenda. FSB will also provide structural, mechanical, and electrical engineering, with civil engineering provided by SMC Consulting Engineers.

The City intends to retain a Construction Manager at Risk (CMAR) under a separate agreement, consistent with the contract’s required project delivery method. The estimated construction cost for the Housing Hub is \$6,500,000.

The architectural fees in this contract only include the schematic design portion of the design (\$91,312) and additionally include a small portion of the civil engineering (\$16,000) for a total of \$107,312.

To fund this agreement, budget transfers in the amount of \$105,000 from Rock Creek Rd.: Flood Ave-Stubbeman Construction (Account 50597718-46101, Project SC0672) and \$2,312 from Sidewalk Brooks: Jenkins to Classen Construction (Account 50597712-46101, Project TC0256) into Homeless Shelter Facility Design (Account 50193365-46201, Project BG0099) are proposed.

FSB is required to maintain comprehensive insurance coverage, including \$1M general liability, \$1M automobile liability, statutory workers’ compensation, and \$6M professional liability per claim. The City is named as an additional insured on applicable policies.

FSB will coordinate closely with the CMAR throughout the design process, participate in cost estimating and GMP review, and assist with permitting and regulatory approvals. The agreement incorporates AIA General Conditions by reference and outlines responsibilities, schedule expectations, and procedures for revisions, disputes, and termination.

This contract advances the Housing Hub project into full design development, enabling the City to move toward construction of a critical facility supporting emergency shelter, transitional housing, and integrated social services for vulnerable residents.

The City Staff retains the right to issue FSB a “notice to proceed” before FSB can begin project design.

RECOMMENDATION NO. 1:

Staff recommends approval of the fund transfers outlined in the discussion.

RECOMMENDATION NO. 1:

Staff recommends approval of Contract K-2627-27, between the Norman Municipal Authority, the City of Norman, and Frankfurt-Short-Bruza, Associates. d/b/a FSB, \$107,312 for the schematic design and engineering of the Homeless Shelter A.K.A. the Norman Housing Hub and budget transfers as outlined in the report.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Frankfurt-Short-Bruza Associates, P.C. (FSB) for the following reasons:

1. OWNER intends to construct a shelter and resource facility (the "Project"); and,
2. OWNER requires certain professional architecture and engineering services in connection with the Project (the SERVICES); and,
3. FSB is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, OWNER and FSB agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be ____ day of _____, 2026.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

FSB shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

FSB shall exercise its reasonable efforts to perform the SERVICES according to the Schedule, both of which are set forth in Attachment A.

ARTICLE 5 - COMPENSATION

OWNER shall pay FSB in accordance with the Compensation set forth in Attachment A. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 7 - INDEMNIFICATION AND LIABILITY

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the FSB and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party or its subcontractors, if any, in the performance of SERVICES under this AGREEMENT. The indemnity provided by the FSB in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any subconsultant hired by FSB for the Project. FSB and the OWNER each agree to promptly serve notice on the other party of any

claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by FSB shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

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

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, FSB shall maintain the following insurance:

- a) Commercial General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a limit of at least \$1,000,000 per accident for bodily injury, death of any person, and property damage arising out of ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.
- c) Workers' Compensation Insurance in accordance with statutory requirements.
- d) Employers' Liability Insurance, with a policy limit of not less than \$1,000,000 for each accident, \$1,000,000 for each employee, and a \$1,000,000 policy limit.
- e) Professional Liability Insurance, covering negligent acts, errors, and omissions in the performance of professional services with policy limits not less than \$6,000,000 per claim and not less than \$10,000,000 in the aggregate.
- f) Additional Insured Obligations. To the fullest extent permitted by law, FSB shall cause the primary and excess or umbrella policies for Commercial General Liability Insurance and Automobile Liability to include the owner as an additional insured for claims caused in whole or in part by FSB's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the OWNER'S insurance policies and shall apply to both ongoing and completed operations.

FSB shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

FSB shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of FSB's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the FSB, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to FSB in Attachment A, Scope of Services. In the event the OWNER requests FSB to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to FSB for review at least 15 days prior to the requested date of execution. FSB shall not be required to execute any certificates or documents that in any way would, in FSB's sole judgment, (a) increase FSB'S legal or contractual obligations or risks beyond the terms of this agreement; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in FSB having to certify, guarantee or warrant the existence of conditions whose existence FSB cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because FSB has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, FSB's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. FSB does not guarantee that proposals, bids, or actual project costs will not vary from FSB'S cost estimates or that actual schedules will not vary from the FSB'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by FSB as deliverables pursuant to the Scope of Services in Attachment A are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by FSB for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to FSB.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by FSB and furnished to OWNER as part of the SERVICES shall become the property of OWNER; provided, however, that FSB shall have the unrestricted right to their use. FSB shall retain its copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of FSB.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to FSB. FSB shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER, and OWNER shall pay FSB for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to FSB'S compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor FSB shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or FSB under this AGREEMENT. FSB shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

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

OWNER:

Jason Olsen
Director of Parks and Recreation
City of Norman
P.O. Box 370
Norman, OK 73070

FSB

Frankfurt-Short-Bruza Associates, P.C.
Shawn Lorg
Associate Principal
5801 Broadway Extension Hwy., Suite 500
Oklahoma City, OK 73118

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and FSB arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

FSB hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations, including the City of Norman's policies and provisions. The FSB affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is FSB'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The FSB further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

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

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachment A, incorporated by this reference, represents the entire and integrated AGREEMENT between OWNER and FSB. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

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

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor FSB shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, FSB may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent FSB from engaging independent FSBS, associates, and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of OWNER and FSB. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and FSB.

ARTICLE 25 - ACKNOWLEDGEMENT

If FSB has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, FSB hereby represents, warrants, covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 AND 74 O.S. § 12001 (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or is not boycotting an energy company and (ii) will not discriminate against a firearm entity or firearm trade association, or boycott an energy company, during the term of this Agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, OWNER and FSB have executed this AGREEMENT.

DATED this ____ day of _____, 2026.

The City of Norman
(OWNER)

Frankfurt-Short-Bruza Associates, P.C.
(FSB)

Signature _____

Signature _____


Name _____

Name Shawn Lorg

Title _____

Title Associate Principal

Date _____

Date 07/24/26

Attest:

City Clerk

Approved as to form and legality this ____ day of _____ 2026.

City Attorney

ATTACHMENT A



July 10, 2026

Mr. Jason Olsen
Director of Parks & Recreation
City of Norman
201 W. Gray Street
Norman, Oklahoma 73069

Re: City Care Homeless Shelter – Authorization for Schematic Design Services

Dear Mr. Olsen:

Frankfurt-Short-Bruza Associates, P.C. (FSB) is pleased to provide this proposal for architectural and engineering services for the City Care Unhoused Facility located on the South Reed Avenue Tract in Norman, Oklahoma. This proposal reflects the current concept design, site plan, and preliminary budget developed in January 2026.

This proposal has been revised to authorize only the Schematic Design phase of services for the project. The intent of this initial authorization is to allow the project team to advance the design, establish the project scope, support CMAR procurement, and validate the project scope, schedule, and budget before authorizing the remaining phases of professional services.

Upon completion and Owner acceptance of the Schematic Design phase, FSB will prepare a Contract Amendment for the remaining Design Development, Construction Documents, Bidding/Procurement Assistance, Construction Administration, and any associated consultant services. The amendment will incorporate the refined project scope, schedule, construction budget, and any adjustments resulting from the completed Schematic Design effort.

PROJECT UNDERSTANDING

The City of Norman is advancing the development of the City Care Unhoused Facility as a multi-building campus designed to provide secure, dignified, and operationally efficient emergency and transitional housing within a cohesive, service-oriented environment.

Based on the current concept design (Exhibit A), the project includes multiple buildings, associated parking, internal drives, a secured outdoor courtyard, and a designated detention area integrated into the overall site development. The site is partially impacted by a floodplain, which has been incorporated into the concept plan to maximize functional and buildable areas while maintaining compliant site design.

The project incorporates hardened weather shelter areas within the primary residential components to provide enhanced life-safety protection during severe weather events. These areas will be incorporated within the men's and women's dormitory zones and designed with reinforced construction and controlled access to serve as protected refuge spaces for occupants. These hardened areas are intended to provide

enhanced life-safety protection; however, unless otherwise directed by the Owner, they are not anticipated to meet FEMA or ICC 500 storm shelter certification requirements. The site includes a secured recreational courtyard designed to support resident wellness and outdoor activity, featuring low-maintenance field turf, picnic seating, and a designated basketball area within a controlled environment accessible to residents.

Building 1 – Emergency Shelter and Core Operations (±13,250 SF)

Building 1 serves as the primary intake, shelter, and operational hub for the campus, supporting secure intake, efficient resident services, and large-scale overnight accommodations. Dormitory areas are designed as hardened refuge spaces to provide enhanced life-safety protection during severe weather events.

Key program components include:

- Secure Check-In and Intake Suite, including controlled entry vestibule, staffed intake stations, and associated administrative support space
- Administrative and Staff Support Areas, including offices, breakroom, and distributed storage
- Men's and Women's Dormitories, designed as hardened shelter areas with direct access to appropriately sized restroom and shower facilities
- Resident Support Functions, including laundry and personal storage areas
- Community and Multi-Use Space to support dining, programming, and flexible daily operations
- Donations and Service Intake Area with controlled access for receiving and sorting
- Animal Care Facilities, including indoor kennel space and a secured exterior dog run

Building 2 – Intake, Respite Care, and Family Housing (±6,700 SF)

Building 2 supports specialized intake, short-term care, and family-oriented accommodation on a smaller-scale, controlled environment complementary to the primary shelter.

Key program components include:

- Entry and Secure Check-In, including controlled foyer, reception, and intake processing
- Respite Care Suite (10 occupants), with dedicated short-term stay space and supporting restroom and shower facilities
- Medical Support Space, including one (1) exam room for basic health services
- Support Spaces, including a laundry room and small multi-purpose room for meetings or counseling
- Family Residential Component, consisting of four (4) apartment-style units with private sleeping areas and restrooms, along with shared kitchen and living space to support semi-independent living

The project requires a collaborative and technically responsive design approach due to its multi-building configuration, secure operational requirements, and site constraints.

The updated preliminary budget indicates an estimated construction cost of \$6,087,506.50, inclusive of site development, utilities, pre-engineered building systems, and supporting infrastructure. The detailed cost estimate is included as Exhibit B.

The City of Norman plans to utilize a Construction Manager at Risk (CMAR) delivery method. Under this approach, the CMAR will provide ongoing cost estimating, scheduling, constructability review, and value engineering throughout the design process, working collaboratively with the Owner and design team to maintain alignment with the project budget.

FSB will support alignment of the design with the project budget; however, final construction costs are influenced by market conditions, contractor pricing, and procurement timing.

Upon your authorization to proceed, FSB will commence the services outlined below.

ROLES AND RESPONSIBILITIES

FSB | Design Lead

- Design Team Project Management
- Architecture
- Interior Design
- Structural Engineering
- Mechanical, Electrical, and Plumbing Engineering
- Low Voltage Infrastructure Coordination (pathways, backbone, and system space planning; device design, specifications, and system integration by others)
- Signage Design (general room signage, code-required signage, and standard dimensional letters complete; specialty signage and graphics to be conceptually designed and coordinated with the Owner's preferred vendor)

SMC | Civil Engineering

- Site Design
- Civil Engineering
- Lead coordination with regulatory agencies for site permitting, drainage, and floodplain considerations
- Preparation of civil design documents and permitting submittals
- FSB will coordinate with SMC and the Owner but will not be responsible for civil permitting approvals.

Note: Roles and responsibilities identified herein apply only to the Schematic Design phase authorized under this proposal and are not intended to define the complete scope of professional services for the Project.

DESIGN DOCUMENTATION

Schematic Design (SD) Phase Services

FSB will develop Schematic Design documents that establish the overall character, organization, and scope of the project, in coordination with the Owner and anticipated CMAR delivery approach. This phase focuses on advancing the design, supporting early decision-making, and preparing for subsequent development. This proposal assumes a reasonable level of design iteration and value engineering consistent with CMAR delivery. Significant scope changes or redesign may be considered Additional Services.

A conceptual cost estimate will be prepared based on the approved SD documents. This estimate will be developed either by the City's selected CMAR, if procured in time for this phase, or by an independent cost estimating consultant should the CMAR selection process still be underway.

SD Phase Scope of Work:

- Lead project kickoff and conduct multidisciplinary code review
- Develop conceptual design, including site planning, and conduct bi-weekly coordination meetings with the Owner
- Coordinate with the Owner and contractor on early procurement considerations
- Prepare Schematic Design deliverables, including conceptual plans, elevations, and sections; design renderings; discipline narratives; and a preliminary construction cost estimate (by CMAR or cost consultant)

- Assist the Owner with development of the Construction Manager at Risk (CMAR) RFQ, including coordination of scope, schedule, and evaluation criteria
- Prepare and coordinate zoning application materials, including required forms, supporting narratives, and associated exhibits, in coordination with the Owner and project team.

Future Design Services

Services beyond the Schematic Design phase are not included with this authorization. Upon completion of Schematic Design and Owner approval to proceed, FSB will prepare a Contract Amendment defining the scope, schedule, consultants, and compensation for Design Development, Construction Documents, Procurement/Bidding Assistance, Construction Administration, and any other requested services. Execution of the Contract Amendment shall constitute authorization to proceed with the remaining phases of professional services.

PROPOSED PROJECT SCHEDULE

The following schedule is based on the current understanding of project scope and delivery method and may be refined in coordination with the Owner and CMAR. Schedule assumptions are based on the scope outlined within this proposal and may be adjusted if project scope or delivery conditions change.

- **Project Kickoff:** Upon Notice to Proceed
- **Schematic Design:** Approximately 6–8 weeks
- **Owner Review:** Approximately 1 week
- **Contract Amendment for Remaining Services:** Following Owner approval of Schematic Design deliverables

Schedule durations are dependent on timely Owner review and decisions, agency reviews, and coordination with the CMAR.

ADDITIONAL SERVICES

Additional Services include but are not limited to Cost Estimating, Landscape Architecture, and Furniture (FF&E) services. If required, additional services will be negotiated and approved before being performed. Alternatively, these services may be based on mutually agreeable hourly rates if preferred.

The preparation of the Contract Amendment for subsequent design phases is included as part of this authorization and will establish the remaining professional services and associated compensation for the Project.

REIMBURSABLE EXPENSES

Reimbursable expenses include mileage and reproduction/printing (Owner-required submission sets only) and travel costs. Internal printing will not be billed. Mileage will be billed at the current IRS rate.

FUTURE SERVICES

Design Development, Construction Documents, Procurement Assistance, and Construction Administration will be presented for authorization under a future Contract Amendment following completion and Owner acceptance of the Schematic Design phase.

EXCLUDED SERVICES

Excluded services, which may be added upon request, include but are not limited to:

- Geotechnical engineering (FSB will assist with procurement)
- Land surveying (FSB will assist with procurement)

- Construction Manager at Risk (CMAR) selection support
- Specialty signage/graphics design
- Low-voltage systems design, device specification, and system integration (including security, access control, surveillance, and communications systems)
- Security consulting, detention-grade design standards, and detailed security system programming (to be provided by Owner's security consultant, if required)
- Building Information Modeling (BIM) deliverables beyond standard design documentation, including model sharing or facilities management integration
- Commissioning services and coordination beyond standard design intent documentation
- Environmental assessments
- Permitting or plan review fees
- Electronic record drawings
- One-year warranty reviews
- FF&E design and/or procurement services

PROPOSED FEE SCHEDULE

The proposed fee under this authorization includes only the Schematic Design phase of services. The balance of the basic services will be included by subsequent amendment as necessary.

Phase	Fee
Basic Services	10% of the Construction Cost of Work, estimated to be \$680,750.
Schematic Design (15%) (SD ONLY)	\$ 91,312
Subtotal	\$91,312
Consultant Services	
Civil Engineering (SMC Engineering) (SD ONLY)	\$ 16,000
Subtotal	\$16,000
Total Estimated Fee	\$ 107,312

Note: The remaining Basic Services and Consultant Services will be incorporated into a subsequent Contract Amendment following completion of the Schematic Design phase.

Thank you for the opportunity to continue serving the City of Norman on this important project. This phased authorization provides the Owner with the flexibility to advance the project through Schematic Design while allowing the subsequent professional services to be refined based on the approved project scope, schedule, budget, and CMAR input prior to execution of a subsequent Contract Amendment.

We hope this proposal meets your expectations, but please feel free to contact us if you have any questions or require additional information.

Sincerely,

FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C.



Shawn Lorg, AIA, NCARB
Associate Principal

File Attachments for Item:

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-7 UPON FIRST, SECOND AND FINAL READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, ADDING SECTION 24-510 TO CHAPTER 24 OF THE CODE OF THE CITY OF NORMAN; PROHIBITING CAMPING AND THE ESTABLISHMENT OF ENCAMPMENTS ON PUBLIC PROPERTY; PROHIBITING OBSTRUCTION OF PUBLIC SIDEWALKS, TRAILS, EASEMENTS, AND ACCESS ROUTES; PROVIDING EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/28/2026

REQUESTER: Rickey J. Knighton II

PRESENTER: Rickey J. Knighton II, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-7 UPON FIRST, SECOND AND FINAL READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, ADDING SECTION 24-510 TO CHAPTER 24 OF THE CODE OF THE CITY OF NORMAN; PROHIBITING CAMPING AND THE ESTABLISHMENT OF ENCAMPMENTS ON PUBLIC PROPERTY; PROHIBITING OBSTRUCTION OF PUBLIC SIDEWALKS, TRAILS, EASEMENTS, AND ACCESS ROUTES; PROVIDING EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BACKGROUND

The proposed ordinance establishes reasonable regulations governing camping and encampments on City-owned public property while ensuring that public sidewalks, trails, rights-of-way, parks, easements, and other public facilities remain safe, accessible, and available for their intended public use.

The City has experienced situations in which unauthorized encampments and the accumulation of personal property on public property have interfered with pedestrian access, impeded accessibility for individuals with disabilities, created sanitation concerns, increased fire risks, damaged public infrastructure, and limited the public's ability to use parks, sidewalks, and trails. The ordinance is intended to address these concerns through content-neutral regulations that apply to all persons regardless of housing status.

DISCUSSION

The proposed ordinance prohibits camping and the establishment of campsites on public property except in connection with City-sponsored or City-approved events. It also prohibits storing personal property in a manner that constitutes a campsite or interferes with the intended public use of public property.

In addition, the ordinance prohibits substantial obstruction of sidewalks, trails, public entrances, easements, and ADA-accessible routes. A violation occurs only when a reasonable path of travel is obstructed or access is materially impaired, thereby focusing enforcement on conduct that interferes with public access rather than incidental or temporary use of public spaces.

The ordinance includes several important exceptions. It does not apply to permitted events, City-approved recreational activities, emergency response activities, persons experiencing medical emergencies, or conduct protected by federal or state law, including lawful expressive activity.

Recognizing that enforcement often involves individuals experiencing homelessness or other hardships, the ordinance encourages a measured enforcement approach. When reasonably practicable and consistent with public safety, the City should provide notice before removing a campsite and allow individuals an opportunity to voluntarily remove personal property. The ordinance further authorizes coordination with shelters, outreach organizations, and service providers to connect affected individuals with available assistance. Immediate action remains authorized where necessary to address imminent threats to public health or safety.

Enforcement options are flexible and include warnings, notices of violation, citations, or other lawful enforcement actions. The ordinance also authorizes the removal of unauthorized campsites and associated debris in accordance with applicable law and City policy.

An emergency clause has been added to the ordinance. If Council desires to enact the ordinance by emergency, it can be done by separate vote on the emergency clause. The affirmative votes of 6 Councilmembers are required to adopt the emergency clause.

RECOMMENDATION

Staff recommends approval of the ordinance prohibiting camping and the establishment of encampments on public property.

ORDINANCE NO. O-2627-7

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, ADDING SECTION 24-510 TO CHAPTER 24 OF THE CODE OF THE CITY OF NORMAN; PROHIBITING CAMPING AND THE ESTABLISHMENT OF ENCAMPMENTS ON PUBLIC PROPERTY; PROHIBITING OBSTRUCTION OF PUBLIC SIDEWALKS, TRAILS, EASEMENTS, AND ACCESS ROUTES; PROVIDING EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

- § 1. **WHEREAS**, Public parks, sidewalks, trails, easements, rights-of-way, and other public properties are intended for the use and enjoyment of all members of the public.
- § 2. **WHEREAS**, encampments and camping activities on public property may create conditions that interfere with public access, impede compliance with the Americans with Disabilities Act, increase fire hazards, contribute to the accumulation of trash and human waste, damage public property, and create health and safety concerns.
- § 3. **WHEREAS**, the City has a substantial governmental interest in maintaining public property in a safe, clean, accessible, and sanitary condition for all residents and visitors.
- § 4. **WHEREAS**, the City further finds that public sidewalks, trails, entrances, and access routes must remain open and reasonably accessible to pedestrians, including persons with disabilities.
- § 5. **WHEREAS**, the purpose of this ordinance is to protect public health, safety, welfare, accessibility, and the intended public use of public property while encouraging individuals in need of assistance to access available shelter and support services.

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

- § 6. That the Norman City Code be amended by adding thereto a new section to Article 24-V OFFENSES AGAINST PROPERTY, "§ 24-510" titled "Camping on Public Property" to read as follows:

24-510 Camping on Public Property

(a) For purposes of this section:

- (1) "Camp" or "Camping" means residing or dwelling temporarily in a place with shelter, bedding, sleeping equipment, personal property, or other

materials indicating an intent to remain overnight or for an extended period.

- (2) "Campsite" means any location where camping occurs or where bedding, sleeping bags, tents, tarps, temporary structures, personal belongings, cooking equipment, or similar items are arranged or stored in a manner reasonably indicating an intent to camp.
- (3) "Public Property" means any property owned, leased, controlled, or maintained by the City, including parks, trails, sidewalks, rights-of-way, easements, medians, public facilities, and vacant municipal property.

(b) Camping

- (1) No person shall camp or maintain a campsite on public property except in connection with a city-sponsored or city-approved special event.
- (2) No person shall store personal property on public property in a manner that constitutes a campsite or that interferes with the intended public use of the property.

(c) Obstruction of Public Access

- (1) No person shall sit, lie, sleep, place personal property, or otherwise obstruct a public sidewalk, trail, public entrance, easement, or ADA-accessible route in a manner that substantially interferes with pedestrian passage.
- (2) A violation occurs only when a reasonable path of travel is obstructed or access is materially impaired.

(d) Exceptions

This ordinance shall not apply to:

- (1) Permitted events authorized by the City;
- (2) City-approved recreational or community activities;
- (3) Emergency response activities undertaken by law enforcement, fire, and emergency medical personnel, including mutual aid responders acting in their official capacities;
- (4) Persons experiencing a medical emergency; and
- (5) Conduct expressly protected by federal or state law, including lawful expressive activity that does not otherwise violate this ordinance.

(e) Notice and Outreach

- (1) Prior to removal of a campsite, the City should, when reasonably practicable and consistent with public safety, provide notice and an opportunity to voluntarily remove personal property.
- (2) The City shall coordinate with service providers, shelters, outreach organizations, and other agencies to offer available assistance to individuals affected by enforcement activities.
- (3) Nothing herein shall prevent immediate action where necessary to address an imminent threat to public health or safety.

(f) Enforcement

- (1) Any person violating this ordinance may be issued a warning, notice of violation, citation, or other lawful enforcement action.
- (2) The City may remove unauthorized campsites and associated debris from public property in accordance with applicable law and City policy.

§ 7. **SEVERABILITY CLAUSE.** If any section, subsection, sentence, clause, phrase, portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such finding shall not affect the validity of the remaining portions thereof.

§ 8. **EMERGENCY.** An emergency is hereby declared to exist for the preservation of the public peace, health, safety, and welfare by reason whereof this Ordinance shall take effect immediately upon its adoption and publication.

§ 9. **REPEAL OF CONFLICTING ORDINANCES.** That all ordinances or parts of ordinances in conflict herewith be and the same are now expressly repealed.

ADOPTED this _____ day of _____,

NOT ADOPTED this _____ day of _____,

_____, 2026.

_____, 2026.

Stephen Tyler Holman, Mayor

Stephen Tyler Holman, Mayor

ATTEST:

City Clerk

File Attachments for Item:

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-8 UPON FIRST, SECOND, AND FINAL READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 2-316 AND SECTION 24-507 OF THE CODE OF THE CITY OF NORMAN PROVIDING FOR OVERSIGHT; PROHIBITING CERTAIN ACTIVITIES IN PUBLIC PARKS; PROVIDING EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 07/28/2026

REQUESTER: Rickey J. Knighton II

PRESENTER: Rickey J. Knighton II, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2627-8 UPON FIRST, SECOND, AND FINAL READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 2-316 AND SECTION 24-507 OF THE CODE OF THE CITY OF NORMAN PROVIDING FOR OVERSIGHT; PROHIBITING CERTAIN ACTIVITIES IN PUBLIC PARKS; PROVIDING EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BACKGROUND

Section 24-507 establishes rules governing activities within the George M. Sutton Urban Wilderness and Community and Neighborhood Parks. These regulations are intended to protect natural resources, preserve park facilities, promote public safety, and ensure that parks remain available for the enjoyment of all visitors.

Since the ordinance was last amended, recreational activities, mobility devices, and applicable legal requirements have evolved. Staff has reviewed the existing regulations and recommends several revisions to improve clarity, modernize terminology, and ensure consistency with current operational practices.

DISCUSSION

The proposed ordinance makes several substantive updates to Section 24-507.

Within the George M. Sutton Urban Wilderness, the ordinance expressly prohibits camping, recognizing the area's purpose as a protected natural preserve and reducing the potential for environmental degradation, wildfire risk, and conflicts with wildlife. Existing prohibitions are reorganized and clarified without materially changing their intent.

The ordinance also updates restrictions regarding watercraft by replacing the existing reference to "boats or canoes" with broader language prohibiting the operation or launching of any watercraft, including boats, canoes, kayaks, rafts, float tubes, paddleboards, and similar

floating devices. This amendment reflects the variety of recreational equipment now commonly used on waterways and eliminates ambiguity regarding prohibited activities. It also preserves flexibility if, in the future, the City decides to allow such activity at a particular park by allowing it only by posted park rules.

For Community and Neighborhood Parks, the ordinance similarly updates the watercraft prohibition and modernizes provisions governing vehicle use. Rather than broadly prohibiting bicycles, the ordinance distinguishes between motor vehicles and devices that are commonly and lawfully used within parks, including bicycles, electric-assisted bicycles, wheelchairs, and other power-driven mobility devices used by individuals with mobility disabilities as required by applicable law.

The ordinance also updates provisions relating to projectile weapons by prohibiting the discharge of firearms, bows, slingshots, air guns, and similar devices except where otherwise authorized by law. This language better aligns the ordinance with Oklahoma law while maintaining public safety within City parks.

Finally, the ordinance clarifies that violations of posted park rules constitute violations of the City Code and retains the Parks and Recreation Department's authority to issue permits for scientific study, conservation activities, park maintenance, and other appropriate uses. Amendments to the duties of the Board of Parks Commissioners ensures that the Board can act in an advisory role related to any review of the permit system. Changes to this section also include an allowance for the Parks Board to designate the appropriate classification for city parks, i.e. community parks, neighborhood parks, etc.

An emergency clause has been added to the ordinance. If Council desires to enact the ordinance by emergency, it can be done by separate vote on the emergency clause. The affirmative votes of 6 Councilmembers are required to adopt the emergency clause.

RECOMMENDATION

Staff recommends approval of the ordinance prohibiting certain activities in public parks, providing exceptions, for enforcement and severability.

Ordinance No. O-2627-8

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 2-316 AND SECTION 24-507 OF THE CODE OF THE CITY OF NORMAN PROVIDING FOR OVERSIGHT; PROHIBITING CERTAIN ACTIVITIES IN PUBLIC PARKS; PROVIDING EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

- § 1 **WHEREAS**, the City of Norman leases and maintains the George M. Sutton Urban Wilderness as a unique natural area dedicated to the preservation of native ecosystems, wildlife habitat, environmental education, scientific study, and passive recreation; and
- § 3 **WHEREAS**, the City Council finds that the protection of sensitive natural resources within the George M. Sutton Urban Wilderness requires regulations that minimize human impacts and reduce disturbances to wildlife, vegetation, waterways, and other ecological features; and
- § 4 **WHEREAS**, the City Council further finds that the operation of watercraft, including boats, canoes, kayaks, rafts, float tubes, paddleboards, and similar floating devices, may adversely affect natural resources, wildlife habitat, water quality, and public safety within park waters; and
- § 5 **WHEREAS**, the City Council finds that the introduction of motorized vehicles, unauthorized camping, fires, hunting, trapping, and the collection of biological or geological specimens can cause damage to park resources and interfere with the public's enjoyment of park facilities; and
- § 6 **WHEREAS**, the City Council recognizes that Community and Neighborhood Parks are intended primarily for recreational, educational, and community uses and that certain activities are incompatible with the safe and orderly operation of such parks; and
- § 7 **WHEREAS**, the City Council finds that clarifying prohibited activities, including the operation or launching of watercraft and the possession or discharge of devices capable of propelling projectiles, will promote public safety, protect park resources, and assist in the consistent enforcement of park regulations; and
- § 8 **WHEREAS**, the City Council further finds that permitting limited exceptions for scientific study, conservation activities, park maintenance, and other authorized purposes serves a legitimate public interest while preserving the natural character and intended use of public park properties; and

§ 9 **WHEREAS**, the City Council determines that these amendments are necessary to protect public health, safety, and welfare and to preserve the City's parks and natural areas for the benefit of present and future generations.

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

§ 10. THAT, Section 2-316 of the Code of the City of Norman, Oklahoma be amended as follows:

2-316 Duties and Powers of the Board

The Board of Park Commissioners shall advise the City Council on policies pertaining to the use of the park and recreational facilities of the City, and pursuant thereto:

- (a) Propose rules and regulations for the maintenance of order, safety, and decency in those parks and recreational facilities;
- (b) Consider and investigate any matter affecting the development and improvement of parks and recreational facilities and policies pertaining to the use of those facilities;
- (c) Make recommendations to improve the park and recreational facilities;
- (d) Make recommendations regarding systems of supervised recreation, and modifications in existing recreational programs;
- (e) Act as the presiding authority over the matters contained in NCC 16-IX, with review and oversight by the City Council;
- (f) Provide copies of the minutes of its meetings to the office of the City Clerk within ten days from the date of their approval; and
- (g) Provide an annual report of the Board's acts and affairs;
- (h) Designate park classifications for all City parks; and
- (i) Advise the Parks and Recreation Department as needed regarding the administration of a permit system for outside groups that desire to use a City park for scientific study, park maintenance, and conservation or other purposes.

§ 11. THAT, Section 24-507 of the Code of the City of Norman, Oklahoma be amended as follows:

24-507 Activities Prohibited at Public Park Sites; Exceptions By Written Permit

(a) Sutton Urban Wilderness

(1) No person shall engage in the following activities within the Sutton Urban Wilderness:

- (i) Littering;
- (ii) Operating any motorized vehicles or bicycles;
- (iii) Starting or maintaining a fire;
- (iv) Swimming;
- (v) Hunting;
- (vi) Trapping;
- (vii) Collecting biological or geological specimens, except by written permit for scientific purposes issued by the Parks and Recreation Department;
- (viii) Cutting or collecting wood;
- (ix) Operating or launching any watercraft, including but not limited to boats, canoes, kayaks, rafts, float tubes, paddleboards, and similar floating devices, unless otherwise allowed by posted park rules;
- (x) Fishing by means of a trotline or jugline;
- (xi) Discharging any firearm, bow, slingshot, air gun, or other device capable of propelling a projectile, except as authorized by law;
- (xii) Defacing or damaging any natural object or park facilities or appurtenances;
- (xiii) Introducing plant or animal species; and
- (xiv) Violating posted park rules.

(2) Organized group events exceeding 35 people shall have written authorization by the Parks and Recreation Department.

(3) The Parks and Recreation Department may issue permits for scientific study, park maintenance, and conservation or other purposes appropriate to use of wilderness area.

(b) Community and Neighborhood Parks

(1) No person shall engage in the following activities within Community and Neighborhood parks:

- (i) Littering;
- (ii) Operating any motor vehicle; provided, however, that bicycles, electric-assisted bicycles, wheelchairs, and other power-driven mobility devices used by individuals with mobility disabilities shall be permitted as required by applicable law;
- (iii) Starting or maintaining a fire;
- (iv) Swimming;
- (v) Hunting;
- (vi) Trapping;

Clean

- (vii) Collecting biological or geological specimens, except by written permit for scientific purposes issued by the Parks and Recreation Department;
 - (viii) Cutting or collecting wood;
 - (ix) Operating or launching any watercraft, including but not limited to boats, canoes, kayaks, rafts, float tubes, paddleboards, and similar floating devices, unless otherwise allowed by posted park rules;
 - (x) Fishing by means of a trotline or jugline;
 - (xi) Discharging any firearm, bow, slingshot, air gun, or other device capable of propelling a projectile, except as authorized by law;
 - (xiii) Defacing or damaging any natural object or park facilities or appurtenances;
 - (xiv) Introducing plant or animal species; and
 - (xv) Violating posted park rules.
- (2) The Parks and Recreation Department may issue permits for scientific study, park maintenance, and conservation or other purposes appropriate to use of Community and Neighborhood Park sites.

§ 12. **SEVERABILITY CLAUSE.** If any section, subsection, sentence, clause, phrase, portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such finding shall not affect the validity of the remaining portions thereof.

§ 13. **EMERGENCY.** An emergency is hereby declared to exist for the preservation of the public peace, health, safety, and welfare by reason whereof this Ordinance shall take effect immediately upon its adoption and publication.

§ 14. **REPEAL OF CONFLICTING ORDINANCES.** That all ordinances or parts of ordinances in conflict herewith be and the same are now expressly repealed.

ADOPTED this _____ day of

NOT ADOPTED this _____ day of

_____, 2026.

_____, 2026.

Stephen Tyler Holman, Mayor

Stephen Tyler Holman, Mayor

ATTEST:

City Clerk

Ordinance No. O-2627-8

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 2-316 AND SECTION 24-507 OF THE CODE OF THE CITY OF NORMAN PROVIDING FOR OVERSIGHT; PROHIBITING CERTAIN ACTIVITIES IN PUBLIC PARKS; PROVIDING EXCEPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

- § 1 **WHEREAS**, the City of Norman leases and maintains the George M. Sutton Urban Wilderness as a unique natural area dedicated to the preservation of native ecosystems, wildlife habitat, environmental education, scientific study, and passive recreation; and
- § 3 **WHEREAS**, the City Council finds that the protection of sensitive natural resources within the George M. Sutton Urban Wilderness requires regulations that minimize human impacts and reduce disturbances to wildlife, vegetation, waterways, and other ecological features; and
- § 4 **WHEREAS**, the City Council further finds that the operation of watercraft, including boats, canoes, kayaks, rafts, float tubes, paddleboards, and similar floating devices, may adversely affect natural resources, wildlife habitat, water quality, and public safety within park waters; and
- § 5 **WHEREAS**, the City Council finds that the introduction of motorized vehicles, unauthorized camping, fires, hunting, trapping, and the collection of biological or geological specimens can cause damage to park resources and interfere with the public's enjoyment of park facilities; and
- § 6 **WHEREAS**, the City Council recognizes that Community and Neighborhood Parks are intended primarily for recreational, educational, and community uses and that certain activities are incompatible with the safe and orderly operation of such parks; and
- § 7 **WHEREAS**, the City Council finds that clarifying prohibited activities, including the operation or launching of watercraft and the possession or discharge of devices capable of propelling projectiles, will promote public safety, protect park resources, and assist in the consistent enforcement of park regulations; and
- § 8 **WHEREAS**, the City Council further finds that permitting limited exceptions for scientific study, conservation activities, park maintenance, and other authorized purposes serves a legitimate public interest while preserving the natural character and intended use of public park properties; and
- § 9 **WHEREAS**, the City Council determines that these amendments are necessary to protect public health, safety, and welfare and to preserve the City's parks and natural areas for the benefit of present and future generations.

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

§ 10. THAT, Section 2-316 of the Code of the City of Norman, Oklahoma be amended as follows:

2-316 Duties and Powers of the Board

The Board of Park Commissioners shall advise the City Council on policies pertaining to the use of the park and recreational facilities of the City, and pursuant thereto:

- (a) Propose rules and regulations for the maintenance of order, safety, and decency in those parks and recreational facilities;
- (b) Consider and investigate any matter affecting the development and improvement of parks and recreational facilities and policies pertaining to the use of those facilities;
- (c) Make recommendations to improve the park and recreational facilities;
- (d) Make recommendations regarding systems of supervised recreation, and modifications in existing recreational programs;
- (e) Act as the presiding authority over the matters contained in NCC 16-IX, with review and oversight by the City Council;
- (f) Provide copies of the minutes of its meetings to the office of the City Clerk within ten days from the date of their approval; and
- (g) Provide an annual report of the Board's acts and affairs;:
- (h) Designate park classifications for all City parks; and
- (i) Advise the Parks and Recreation Department as needed regarding the administration of a permit system for outside groups that desire to use a City park for scientific study, park maintenance, and conservation or other purposes.

§ 11. THAT, Section 24-507 of the Code of the City of Norman, Oklahoma be amended as follows:

24-507 Activities Prohibited In Sutton Urban Wilderness at Public Park Sites; Exceptions By Written Permit**(a) Sutton Urban Wilderness**

~~(a) (1) No person shall engage in the following activities within the Sutton Urban Wilderness, except by written permit for scientific purposes issued by the Parks and Recreation Department:~~

- (1) (i) Littering;
- (2) (ii) Operating any motorized vehicles or bicycles;
- (3) (iii) Starting or maintaining a fire;
- (4) Camping;
- (5) (iv) Swimming;
- (6) (v) Hunting;
- (7) (vi) Trapping;
- (8) (vii) Collecting biological or geological specimens, except by written permit for scientific purposes issued by the Parks and Recreation Department;
- (9) (viii) Cutting or collecting wood;
- (10) (ix) Operating a boat or canoe or launching any watercraft, including but not limited to boats, canoes, kayaks, rafts, float tubes, paddleboards, and similar floating devices, unless otherwise allowed by posted park rules;
- (11) (x) Fishing by means of a trotline or jugline;
- (12) (xi) Possessing a bow, slingshot, air gun, firearm, or any other such device to hurl projectiles Discharging any firearm, bow, slingshot, air gun, or other device capable of propelling a projectile, except as authorized by law;
- (13) (xii) Defacing or damaging any natural object or park facilities or appurtenances;
- (14) (xiii) Introducing plant or animal species; and
- (xiv) Violating posted park rules.

(b)(2) Organized group events exceeding 35 people shall have written authorization by the Parks and Recreation Department.

(e)(3) The Parks and Recreation Department may issue permits for scientific study, park maintenance, and conservation or other purposes appropriate to use of wilderness area; ~~and where questions arise concerning administration of the permit system, the George M. Sutton Urban Wilderness Advisory Committee shall act in an advisory capacity.~~

(b) Community and Neighborhood Parks

- (1) No person shall engage in the following activities within Community and Neighborhood parks:
 - (i) Littering;
 - (ii) Operating any motor vehicle; provided, however, that bicycles, electric-assisted bicycles, wheelchairs, and other power-driven mobility devices used by individuals with mobility disabilities shall be permitted as required by applicable law;
 - (iii) Starting or maintaining a fire;
 - (iv) Swimming;
 - (v) Hunting;
 - (vi) Trapping;

- (vii) Collecting biological or geological specimens, except by written permit for scientific purposes issued by the Parks and Recreation Department;
 - (viii) Cutting or collecting wood;
 - (ix) Operating or launching any watercraft, including but not limited to boats, canoes, kayaks, rafts, float tubes, paddleboards, and similar floating devices unless otherwise allowed by posted park rules;
 - (x) Fishing by means of a trotline or jugline;
 - (xi) Discharging any firearm, bow, slingshot, air gun, or other device capable of propelling a projectile, except as authorized by law;
 - (xiii) Defacing or damaging any natural object or park facilities or appurtenances;
 - (xiv) Introducing plant or animal species; and
 - (xv) Violating posted park rules.
- (2) The Parks and Recreation Department may issue permits for scientific study, park maintenance, and conservation or other purposes appropriate to use of Community and Neighborhood Park sites.

§ 12. **SEVERABILITY CLAUSE.** If any section, subsection, sentence, clause, phrase, portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such finding shall not affect the validity of the remaining portions thereof.

§ 13. **EMERGENCY.** An emergency is hereby declared to exist for the preservation of the public peace, health, safety, and welfare by reason whereof this Ordinance shall take effect immediately upon its adoption and publication.

§ 14. **REPEAL OF CONFLICTING ORDINANCES.** That all ordinances or parts of ordinances in conflict herewith be and the same are now expressly repealed.

ADOPTED this _____ day of

NOT ADOPTED this _____ day of

_____, 2026.

_____, 2026.

Stephen Tyler Holman, Mayor

Stephen Tyler Holman, Mayor

ATTEST:

City Clerk