City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069

Meeting Agenda

Tuesday, October 13, 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:

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM HEALTHY LIVING NORMAN TO THE BOARD OF PARK COMMISSIONERS

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Karla Sitton, Administrative Tech IV

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM HEALTHY LIVING NORMAN TO THE BOARD OF PARK COMMISSIONERS

BACKGROUND:

Healthy Living Norman operates the Adult Wellness and Education (AWE) Center, a 32,000-square-foot facility located at 602 N. Findlay Avenue that serves as a hub for wellness activities.

The AWE furthers the citizen-initiated Norman Forward mission to fund and create quality-of-life projects for the Community. The goal of the wellness center is to provide programs under one roof to improve the quality of life for adults 50 and older in the Norman Community. The AWE has a natatorium, arts-and-crafts rooms, a demonstration kitchen, a fitness center, and outdoor pickleball courts, and it offers health screenings, seminars, and events.

DISCUSSION:

The City of Norman has an agreement with Healthy Living Center Norman to operate the Adult Wellness and Education (AWE) Center and promote wellness, education, and community engagement. Healthy Living Norman gave its annual presentation to the Board of Park Commissioners on September 3, 2026. Their presentation included information about their events, programming, rentals, and 2024-2025 financials.

RECOMMENDATION:

It is recommended that the City Council accept the Healthy Living Norman annual report for the 2025 calendar year.

File Attachments for Item:

8. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM LITTLE AXE YOUTH SPORTS (LAYS) TO THE BOARD OF PARK COMMISSIONERS

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM LITTLE AXE YOUTH SPORTS (LAYS) TO THE BOARD OF PARK COMMISSIONERS

BACKGROUND:

Little Axe Youth Sports (LAYS) has been a part of the Little League organization for many years and offers baseball and softball programs for 6 to 12-year-olds. The Babe Ruth Organization sanctions LAYS and participates with the North Canadian Athletic Association (NCAA). LAYS offers both League and Tournament, and offers teams throughout the region opportunities to grow, learn, and excel on the diamond. The Little Axe Baseball and Softball Complex is located at 1000 168th Avenue NE and is near Lake Thunderbird, which offers summer league and guest participants opportunities to cool off after a long day at the ballfields.

DISCUSSION:

Little Axe Youth Sports gave its annual presentation to the Board of Park Commissioners on October 1, 2026. Their presentation included information about their events, programming, rentals, and 2024-2025 financials.

RECOMMENDATION:

It is recommended that the City Council accept the Little Axe Youth Sports (LAYS) annual report.

File Attachments for Item:

9. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM NORMAN ARTS COUNCIL (NAC) TO THE BOARD OF PARK COMMISSIONERS

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF THE RECEIPT OF THE ANNUAL REPORT FROM NORMAN ARTS COUNCIL (NAC) TO THE BOARD OF PARK COMMISSIONERS

BACKGROUND:

Since 1976, the Norman Arts Council has supported Norman's rich history of public art, events, and arts education. NAC exhibits, art walks, arts education experiences, and festivals draw more than 1,000,000 visitors each year to a community that supports and understands that the arts make Norman beautiful.

Norman is home to an ever-expanding collection of public art, including standalone sculptures – most prominently with newly built and upgraded facilities made possible by the Norman Forward 1% for Art Program – as well as storm drain murals, ducks, and bike racks dotted across town, with an eye on more murals in the years ahead.

DISCUSSION:

Norman Arts Council (NAC) gave its annual presentation to the Board of Park Commissioners on October 1, 2026. Their presentation included information about their events, programming, rentals, and 2024-2025 financials.

RECOMMENDATION:

It is recommended that the City Council accept the Norman Arts Council (NAC) annual report.

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2627-10 AND CONTRACT K-2627-33: BY AND BETWEEN THE CITY OF NORMAN AND AMR INDUSTRIAL COATINGS, INC. IN THE AMOUNT OF $150,173.00; PERFORMANCE BOND B-2627-32; STATUTORY BOND B-2627-33; MAINTENANCE BOND MB-2627-16; AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT FOR THE LINDSEY WATER TOWER LIGHTING PROJECT. (WARD 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 13, 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 AWARDING BID 2627-10 AND CONTRACT K-2627-33: BY AND BETWEEN THE CITY OF NORMAN AND AMR INDUSTRIAL COATINGS, INC. IN THE AMOUNT OF $150,173.00; PERFORMANCE BOND B-2627-32; STATUTORY BOND B-2627-33; MAINTENANCE BOND MB-2627-16; AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT FOR THE LINDSEY WATER TOWER LIGHTING PROJECT. (WARD 7)

BACKGROUND:

The Lindsey Tower is an elevated water storage tank at the intersection of E. Lindsey Street and Classen Boulevard, originally built nearly 100 years ago to serve Norman's potable water system. However, as Norman's potable water system expanded over the years, the system also changed. In 2014, it was determined that Lindsey Tank no longer had the hydraulic characteristics necessary to function as a viable potable water storage for Norman's system. However, because of the potential for Lindsey Tower to be used as dedicated storage for a non-potable reuse system and stakeholders' desire to keep the structure, demolition was put on hold.

Contract K-2627-10 with TMI Coatings LLC for $532,200 (expense) was approved on July 21, 2026, for recoating of the Lindsey Water Tower. Additionally, Contract K-22627-26 with Dr. Pepper/Seven Up, Inc., for $500,000 (revenue), was approved on July 28, 2026, to allow the Dr. Pepper logo to be painted on the tower, along with other conditions.

DISCUSSION:

The Invitation to Bid (Bid 2627-10) for the Lindsey Tower Lighting Project was published in the Norman Transcript on August 1 and August 8, 2026. The project contained a Base Bid for lighting of the tower and several alternate (additive) bids.

Two (2) contractors submitted bids. The base bids ranged from $137,173.00 to $654,000, with AMR Industrial Coatings, L.L.C., being the lowest responsible bidder. Only Additive Bid #3 was selected for award and did not affect the lowest responsible bidder. Windforce Engineering and Inspection is the Engineer of Record for the project and recommends awarding the contract to AMR Industrial Coatings, Inc.

The Parks Department will operate and maintain the water tower as a special-use park once the work is completed and the tower is open to the public. The Parks department is requesting $50,000 for landscaping and signage of the future park.

Parks Department Staff recommends that funding for both the Tower Lighting Project and the Tower Park landscaping be split between the Capital Fund Balance (account 50-29000) ($100,000) and Guest Room Tax (account 23-29000) ($100,173) in the amount of $100,173 to Lindsey Water Tower Lighting/Park Project (Project TR0128, account 50798813-46101 Construction).

RECOMMENDATION 1:

Staff recommends that the NUA accept bids that meet project specifications and award Bid 2627-10 to AMR Industrial Coatings, Inc., for the Lindsey Tower Lighting Project in the amount of $150,173.00.

RECOMMENDATION 2:

Staff recommends that the NUA approve the associated contract and performance, statutory, and maintenance bonds in the amount of the bid.

RECOMMENDATION 3:

Staff also recommends that Council appropriate funding for the Lindsey Tower Lighting Project (WA0182) and Park Landscaping Project as outlined in the staff report.

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **AMR Industrial Coatings, Inc** hereinafter designated as the CONTRACTOR, effective the date last executed below,

W I T N E S S E T H

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WA0182
LINDSEY WATER TOWER LIGHTING
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

One hundred fifty thousand, one hundred seventy-three dollars and zero cents ($150,173.00)

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

1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:

the Invitation to Bid published in the Norman Transcript
Notice to Bidders
the Instructions to Bidders;
the CONTRACTOR'S Bid or Proposal;
the Bonds thereto;
Multiple affidavits
the Conditions of the Contract
the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

Addendum No. 1 dated August 6, 2026

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

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

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

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within forty-five (45) calendar days calendar days following receipt of NOTICE-TO-PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay AUTHORITY three hundred dollars and zero cents ($300) for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
   a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
   b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be

discovered or should a reasonable doubt arise at to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same

9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.

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

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

12) If CONTRACTOR 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, CONTRACTOR hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Texas)

COUNTY OF Wise)

I certify that I am the duly authorized agent of AMR Industrial Coatings Inc, CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

AMR Industrial Coatings Inc
(Bidder Company Name)

By: Andre Raymond

Andre Raymond - Director of Operations
(printed/typed name and title)

Subscribed and sworn to before me this 29th day of September, 2026

Kayla Case
Notary Public (or Clerk or Judge)

My Commission Expires: 9/1/2029 **(SEAL)**

KAYLA CASE
My Notary ID # 126415734
Expires September 1, 2029

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this 29th day of September, 2026

ATTEST

Alexandra Rivera
Corporate Secretary (where applicable)

AMR Industrial Coatings Inc
PRINCIPAL

Signed: Andre Raymond
Authorized Representative

Andre Raymond - Director of Operations
Name and Title

(Corporate Seal) (where applicable)

Address: 612 Donley Dr. Euless TX 76039

Telephone: 817-437-1466

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 6 day of Oct., 2026.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B-2627-32
Bond No: S064658

PERFORMANCE BOND

Know all men by these presents that **AMR Industrial Coatings, Inc**, as PRINCIPAL, and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **One hundred fifty thousand, one hundred seventy-three dollars and zero cents Dollars ($150,173.00)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0182
LINDSEY WATER TOWER LIGHTING
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-33) with the AUTHORITY, dated 9/17/2026 to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

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

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B-2627-32
Bond No: S064658

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 22nd day of September, 20 26, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 22nd day of September, 20 26.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

AMR Industrial Coatings, Inc
PRINCIPAL

Signed: Alexsandra Rivera
Authorized Representative

Alexsandra Rivera - President
Name and Title

Address: 612 Donley Dr
Euless TX
76039

Telephone: 817-437-1466

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

ATTEST

Corporate Secretary

Employers Mutual Casualty Company
SURETY

Signed:
Authorized Representative

Jahaziel Gallagher, Attorney-in-Fact
Name and Title

Address: 777 E Campbell Road, Suite 650
Richardson, TX 75082

Telephone: 1-800-223-0562

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B-2627-32

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas)
)§
COUNTY OF Wise)

The foregoing instrument was acknowledged before me this 29th day of September,
20 26, by Andre Raymond Director of Operations of AMR Industrial Coatings Inc,
Name and Title Contractor
a Texas corporation, on behalf of the corporation.

WITNESS my hand and seal this 29th day of September 20 26.

Kayla Case
Notary Public

My Commission Expires: 9/1/2029

KAYLA CASE
My Notary ID # 126415734
Expires September 1, 2029

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ___ day of _____ 20 ____.

_____
Notary Public

My Commission Expires: _____

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B-2627-32

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 9 day of Oct, 2026.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B- 2627-33
Bond No: S064658

STATUTORY BOND

Know all men by these presents that **AMR Industrial Coatings, Inc**, as PRINCIPAL, and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **One hundred fifty thousand, one hundred seventy-three dollars and zero cents** Dollars **($150,173.00)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

PROJECT WA0182
LINDSEY WATER TOWER LIGHTING
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-33) with the AUTHORITY, dated 9/17/2026 to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

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

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B- 2627-33
Bond No: S064658

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 22nd day of September, 20 26, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 22nd day of September, 20 26.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

AMR Industrial Coatings, Inc
PRINCIPAL

Signed:

Authorized Representative

Name and Title

Address:

612 Dooley Dr

Euless TX

76039

Telephone: 817-437-1460

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

ATTEST

Corporate Secretary

Employers Mutual Casualty Companu
SURETY

Signed:

Authorized Representative

Jahaziel Gallagher, Attorney-in-Fact
Name and Title

Address:

777 E Campbell Road, Suite 650

Richardson, TX 75082

Telephone:

1-800-223-0562

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B- 2627-33

CORPORATE ACKNOWLEDGEMENT

STATE OF ~~OKLAHOMA~~ Texas)
)§
COUNTY OF Wise)

The foregoing instrument was acknowledged before me this 29th day of September,
20 26, by Andre Raymond Director of Operations of AMR Industrial Coatings Inc
Name and Title
a Texas corporation, on behalf of the corporation.

WITNESS my hand and seal this 29th day of September 20 26.

Kayla Case
Notary Public

My Commission Expires: 9/1/2029

KAYLA CASE
My Notary ID # 126415734
Expires September 1, 2029

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

_____
Notary Public

My Commission Expires: _____

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
B- 2627-33

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 5 day of Oct, 2026.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
MB-2627-16
Bond No: S064658

MAINTENANCE BOND

Know all men by these presents that **AMR Industrial Coatings, Inc**, as PRINCIPAL, and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **One hundred fifty thousand, one hundred seventy-three dollars and zero cents** Dollars **($150,173.00)**, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0182
LINDSEY WATER TOWER LIGHTING
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-33) with the AUTHORITY, dated 9/17/2026 to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

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

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
MB-2627-16
Bond No: S064658

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 22nd day of September, 20 26, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 22nd day of September, 20 26.

(Corporate Seal) (where applicable)
ATTEST

Andre Bryant
Corporate Secretary (where applicable)

AMR Industrial Coatings, Inc
PRINCIPAL

Signed: Alexsander Rivera
Authorized Representative

Alexsander Rivera - President
Name and Title

Address: 612 Denley Dr
Euless TX
76039

Telephone: 817-437-1466

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

ATTEST

Farah Menaf
Corporate Secretary

Employers Mutual Casualty Company
SURETY

Signed:
Authorized Representative

Jahaziel Gallagher, Attorney-in-Fact
Name and Title

Address: 777 E Campbell Road, Suite 650
Richardson, TX 75082

Telephone: 1-800-223-0562

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
MB-2627-16

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas)
)§
COUNTY OF Wise)

The foregoing instrument was acknowledged before me this 29th day of September,
20 26, by Andre Raymond Director of Operations of AMR Industrial Coatings Inc
Name and Title
a Texas corporation, on behalf of the corporation.

WITNESS my hand and seal this 29th day of September 2026.

Kayla Case
Notary Public

My Commission Expires: 9/1/2029

KAYLA CASE
My Notary ID # 126415734
Expires September 1, 2029

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ___ day of _____ 20 ____.

_____
Notary Public

My Commission Expires: _____

Norman Utilities Authority
Project WA0182
Lindsey Water Tower Lighting

Contract K-2627-33
Bid No. 2627-10
MB-2627-16

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 6 day of Oct, 2026.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman _____ Secretary _____

NORMAN UTILITIES AUTHORITY
PROJECT WA0182 - LINDSEY TOWER LIGHTING
CONTRACT K-2627-33
BID 2627-10

Bid Opening Date August 24, 2026
Bid Opening Time 2:00 PM

Company	Address	Base Bid	Additive Bid #1	Additive Bid #2	Additive Bid #3	Additive Bid #4
AMR Industrial Coatings Inc	612 Donley Drive Euless, TX 76039	$ 137,173.00	$ 147,820.95	$ 316,035.22	$ 13,000.00	$ 54,000.00
Third Generation Electrical Inc	8620 S 33rd W Ave Tulsa, OK 74132	$ 654,000.00	$ 12,000.00	$ 8,000.00	$ 25,000.00	$ 5,000.00

Galveston,TX
Oklahoma City, OK

WINDFORCE
ENGINEERING & INSPECTION
WINDFORCEINC.COM

Phone: 405-593-7553
OK Registration #: 916
www.windforceinc.com

September 16, 2026

City of Norman
201 West Gray Street
Building C
Norman, OK 73069
Via email to: nathan.madenwald@normanok.gov

Attn: Nathan Madenwald, P.E.

Re: Lindsey Tower Lighting Project Recommendation

Enclosed please find the recommendation for the Lindsey Tower Lighting Project.

Pricing for the base bid and each alternate appears to be fair and reasonable. Therefore, WindForce Engineering and Inspection recommends awarding the project to AMR Industrial Coatings, Inc. for $137,173.00

Pricing for the lighting options is also fair and reasonable so, if City of Norman determines that installing the programmable/color lighting options is in their interest, WindForce Engineering and Inspection would also recommend awarding Alternates 1 or 2 as well. This would increase the contract cost to $463,956.17.

We appreciate the opportunity to serve you. If you should have any questions or if we can provide additional assistance, please call anytime.

Thanks for your business!

Sincerely,

PROFESSIONAL STRUCTURAL ENGINEER
JOE SEITER
27226
OKLAHOMA

Joe Seiter, P.E.,
Vice President

9/16/2026

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-38: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN ARTS COUNCIL, INC., FOR THE GRAY STREET PARKING LOT MURALS PROJECT FOR THE PARKS AND RECREATION DEPARTMENT. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

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-2627-38: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN ARTS COUNCIL, INC., FOR THE GRAY STREET PARKING LOT MURALS PROJECT FOR THE PARKS AND RECREATION DEPARTMENT. (WARD 4)

BACKGROUND:

On January 9, 2024, the City of Norman executed contract number K-2324-114, under which the Norman Arts Council (NAC) agreed to provide grant funding for a mural program in Norman, to be operated by the NAC. These mural projects are part of an ongoing effort to support public art as part of Norman's quality-of-life and tourism programming. The operational structure of the program has been successful in generating robust calls for artists and in the subsequent review of artists' submissions, selection of artists, and oversight of the delivery of several works of public mural art. The NAC has effectively administered the public funds allocated to the project in a manner that aligns with all professional expectations and standards for commissioning public art. The NAC has also been a past partner to the City of Norman in the processes used to solicit submissions and select art for the various Norman Forward Quality of Life Projects—many of which had a mandatory "1% of project budget for public art" component.

DISCUSSION:

The attached contract with NAC discusses the proposed project to complete the current public mural program. It will use the remaining project funds previously paid to NAC to commission six permanent murals to be installed on the alley-facing barrier walls on the south side of the Gray Street parking lot, between Crawford and Peters Avenues. They propose a timeline to hire three "local" and three "non-local" established mural artists to produce original works on the barrier walls in time for the 2027 Norman Music Fest weekend. The funds approved by this action shall be used to cover artist fees and materials, equipment rental, site preparation/sealing and coordination, insurance, and contingency costs. The rules and requirements for the project are also described in the contract to ensure that the work produced is not in violation of the project intentions to produce art that is not also used as a solicitation for goods, does not serve as a sign or advertising, is viewable by the public and does not contain obscene/vulgar content or other hateful or illegal activities and is not a mass-

produced piece nor a copy of any other work(s). The total contract amount is $50,000, which includes all remaining funds from the previously allocated and paid grant funding for the mural agreement from the 2024 action noted above.

RECOMMENDATION: It is recommended that the City Council approve Contract Number K-2627-38 to Norman Arts Council, Inc., for the Gray Street Parking Lot Mural Project, for the Parks and Recreation Department, as described in "Exhibit A." Funding was previously allocated to the Norman Arts Council, Inc., via Contract K-2324-114, from the Public Arts Murals Project account (PR0173, Account 50795500-46201).

K-2627-38

FUNDING AGREEMENT

This Funding Agreement is entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the City of Norman, an Oklahoma municipal corporation, hereinafter called the "City," and the Norman Arts Council, Inc., a not-for-profit corporation, hereinafter called "NAC," each may be referred to collectively as the "Parties" and individually a "Party," for the following reasons:

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

WHEREAS, the existence of artistic murals fosters increases in residents' quality of life 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, the City and NAC executed contract K-2324-114 (the "Original Agreement"), on January 9, 2024, for the City to provide grant funding for a mural program in Norman, operated by NAC; and

WHEREAS, the City and NAC now desire to establish a specific project and terms for the remaining Fifty Thousand Dollars ($50,000.00) in connection with the Original Agreement.

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

ARTICLE 1 TERM

The Term of this Agreement shall commence on the Effective Date and continue until successful completion of the project described herein, as determined by the City, unless earlier terminated pursuant to the provisions of this Agreement.

ARTICLE 2 PROJECT OPERATIONS

2.1. NAC agrees to utilize the previously allocated grant funding from the City to operate the mural project (the "Project") detailed in "Exhibit A—Gray Street Parking Lot Mural Project," attached hereto and made a part hereof.

2.2. The term "Mural" as used in this Agreement shall mean an outdoor painting, mosaic, or bas-relief that is applied directly to a wall and is visible from a public right-of-way.

2.3. NAC's operation of the Project shall include, but not be limited to:

a. Providing qualified and competent staff to be assigned to the Project;
b. Providing all the management and administrative services necessary to administer the Project;
c. Adopting operating procedures and guidelines for the operation of the Project;

d. Creating an application process and prescribing methods for the competitive selection of the funded murals under the Project;
e. Overseeing compliance with all necessary project requirements; and
f. Contracting and coordinating with all necessary parties, such as artists and property owners, to ensure the successful creation and maintenance of murals funded by the Project.

2.4. Each Mural under the Project must meet the following minimum requirements:

a. Murals must not serve as solicitations for goods or services;
b. Murals must not serve as signage. Signage can include, but is not limited to, the name of a building or company, an address number, a logo of a business, etc.;
c. Murals must be outdoors and viewable from a public right-of-way; and
d. Murals must not contain:
    i. Obscene images or other vulgarity;
    ii. No recognized signs of hatred or discrimination against any race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation;
    iii. Depictions of illegal activities; or
    iv. Reproduction, copy, or mass-produced work of visual art of any type.

ARTICLE 3 CITY FUNDING

The City has previously provided, and NAC has maintained in a segregated account, Fifty Thousand Dollars ($50,000.00) in funding in connection with the Original Agreement. NAC shall utilize such funding to operate the Project.

ARTICLE 4 NAC'S CAPACITY AND CERTIFICATIONS

4.1. It is expressly understood, in the performance of this Agreement, that NAC is an independent contractor and not the agent, representative, partner, employee, or joint venturer of the City. This Agreement does not render any party liable for any of the debts or obligations of the other party.

4.2. NAC has the duty and responsibility under this Agreement for hiring, supervising, training and paying assistants, volunteers, agents and/or employees of NAC and for supplying and maintaining the equipment and supplies necessary in the performance of the Project, except as otherwise specifically agreed to by the City in writing.

4.3. NAC represents and warrants that it has the experience and ability to perform the Project and will at all times faithfully, industriously, and to the best of NAC's ability, experience and talents, perform in a timely manner and with the standard of professional care and skill customarily provided in the performance of such services and pursuant to the express and implicit terms of this Agreement.

4.4. NAC represents that it has not employed or retained any person or company to solicit or obtain this Agreement.

4.5. NAC shall be responsible for complying with all applicable federal, state, and local laws, rules, and regulations.

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

ARTICLE 5 RECORDKEEPING AND REPORTING

5.1. NAC shall supply reports to the Director of the City of Norman's Parks and Recreation Department and the City as follows:

a. At least semi-annually with information describing the activities that NAC has undertaken relating to the Project since previously submitted reports. This report may be included with other reports given to the City as required elsewhere or in other agreements. This report shall include NAC's activities in areas such as, but not limited to:
   i. Development or updating of any administrative guidelines, procedures, or applications;
   ii. Marketing and communications activities and performance measures; and
   iii. Detailed status of any potential, ongoing, and completed Murals through the Project.

b. Quarterly with financial reports that include revenue and expense reports compared to budget and balance sheets covering the reporting period and year-to-date. The year-end financial report submitted by NAC to the City shall include an audited financial statement for the previous year, said statement shall be furnished by NAC to the City as soon as reasonably possible after the close of the previous fiscal year.

5.2. All detailed records associated with this Agreement shall be made available for review within ten (10) days by NAC upon request from the City. NAC agrees to maintain all financial records associated with the performance of this Agreement for a period of five (5) years following expiration or termination of this Agreement.

ARTICLE 6 LIABILITY

6.1. The City agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended.

6.2. NAC agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all liability for costs, losses, damages, liabilities, expenses, demands, claims, and judgments, including court costs and attorney's fees, resulting from, or arising out of, NAC's acts, omissions or performance under this Agreement, except to the extent such are caused by the sole negligence of the City. Further, the City shall not be liable or responsible to NAC for any loss or damage to any property or person occasioned by a third party or any Force Majeure event. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Agreement.

6.3. This Article 6 shall survive expiration or termination of this Agreement.

ARTICLE 7 INSURANCE

At all times during the Term of this Agreement, or any extensions thereof, NAC, at its own expense, shall maintain such insurance as is reasonably necessary to safeguard the parties from any liability or loss that may occur as a result of the Project, and in not less than the amounts prescribed by the Oklahoma Governmental Tort Claims Act and subsequent revisions thereto. If applicable, NAC shall also keep in force Worker's Compensation insurance in accordance with State Laws. NAC shall be solely responsible for any Worker's Compensation and/or Employer's Liability Insurance.

ARTICLE 8 TERMINATION

8.1. *For Cause*: This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement.

8.2. *For Convenience*: The City may terminate this Agreement for any reason upon thirty (30) days' written notice to NAC.

8.3. *Force Majeure*: Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events.

ARTICLE 9 NOTICE

Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

Jason Olsen
Director of Parks and Recreation
225 N Webster Ave.

Norman, OK 73070
405-366-5477

Contractor:

Norman Arts Council
Leslie Nottingham, Executive Director
122 E Main St.
Norman, OK 73069
405-360-1162

ARTICLE 10 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.

ARTICLE 11 ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 12 ASSIGNMENT

This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.

ARTICLE 13 NON-WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

ARTICLE 14 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.

ARTICLE 15 SEVERABILITY

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

ARTICLE 16 BINDING EFFECT

All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

[Signatures on following page]

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

NORMAN ARTS COUNCIL, INC.

BY: Leslie Nottingham
Title: Exec Dir

ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Cleveland)

Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of August, 2026, personally appeared Leslie Nottingham to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

Deborah Gonzalez
Notary Public

My commission expires:

11/12/28

DEBORAH GONZALEZ NOTARY PUBLIC COMM # 20013922 EXPIRES 11-12-2028 STATE OF OKLAHOMA

CITY OF NORMAN

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

BY: _____
Stephen T. Holman, Mayor

ATTEST:

_____
Jamie Meyer, City Clerk

Approved as to form and legality this 6th day of October, 2026.

_____
City Attorney

EXHIBIT A

Gray Street Parking Lot Mural Project

1. Overview

The Public Arts Committee of the Norman Arts Council shall utilize Fifty Thousand Dollars ($50,000.00) of already allocated public art funds for a new mural initiative. The project aims to commission six (6) permanent murals to be installed on the alley-facing barrier walls of the Gray Street parking lot, located in the heart of downtown Norman.

2. Project Description

The Gray Street Mural Project is intended to beautify a currently underutilized and highly visible space, enhancing the pedestrian experience and reinforcing Norman's identity as a city that celebrates creativity and public art. The selected mural sites, located on the alley-facing walls of the Gray Street barrier walls, offer a unique canvas for impactful visual storytelling and community engagement.

3. Artist Selection

To ensure a balance of local relevance and external perspective, we propose the following structure for artist selection:

a. Three (3) "Local Artists," meaning residents of Norman or surrounding communities in Oklahoma; and

b. Three (3) "Non-Local Artists," meaning artists from outside the region with proven mural experience.

An open call for artists will be released as soon as possible following contract execution with a focus on inclusive outreach, particularly to underrepresented artists and communities.

4. Budget

The total project budget is Fifty Thousand Dollars ($50,000.00), which will be used to cover:

a. Artist fees and materials;

b. Equipment rental (e.g., scaffolding, lifts);

c. Site preparation and sealing; and

d. Coordination, insurance, and contingency costs.

5. Timeline

a. Call for Artists Released: Fall 2026

b. Artist Selection Finalized: Winter 2026-2027

c. Site Preparation and Planning: Winter 2027

d. Mural Execution: Spring 2027

e. Target Completion: Weekend of Norman Music Festival 2027

This timeline allows for sufficient lead time to coordinate with the Norman Music Festival, potentially aligning the mural unveiling with the event for increased visibility and public engagement.

6. Goals and Impact

a. Enhance public space through permanent, professionally produced artwork;

b. Celebrate diverse artistic voices from Norman and beyond;

c. Strengthen the visual and cultural identity of downtown Norman;

d. Attract foot traffic and cultural tourism to the area; and

e. Provide a lasting creative legacy in alignment with the City's strategic public art goals.

File Attachments for Item:

33. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-80: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA GIBBS COLLEGE OF ARCHITECTURE (GCA), IN THE AMOUNT OF $82,500 FOR THE DESIGN AND CONSTRUCTION OF A NEW OPEN-AIR PAVILION IN REAVES PARK FOR THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATION OF NORMAN FORWARD FUND BALANCE. (WARD 7)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-80: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA GIBBS COLLEGE OF ARCHITECTURE (GCA), IN THE AMOUNT OF $82,500 FOR THE DESIGN AND CONSTRUCTION OF A NEW OPEN-AIR PAVILION IN REAVES PARK FOR THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATION OF NORMAN FORWARD FUND BALANCE. (WARD 7)

BACKGROUND:

The Norman Forward Program of voter-approved, tax-funded projects included multiple Quality of Life construction projects, such as the construction of the Westwood Family Aquatics Center and Indoor Tennis facility, the Young Family Athletic Center, development of Ruby Grant Community Park, renovation of Griffin and Reaves Parks, new library buildings, neighborhood park renovations, construction of the new skatepark in Andrews Park, recreational trail design and construction, and new neighborhood park construction. Those projects were approved for funding through a ½% sales tax collection for 15 years; beginning in 2015-16. Most of the projects have been completed through bond-funding, which is paid back by the tax collection, except for a few that were exclusively described as Pay-Go projects that would be done only after the tax each year had been collected. As we approach the end of the 15 year collection period, the projected ending fund balance for the Norman Forward program will be larger than the original projected costs for the projects. A list of possible additional work on the original list of projects has been presented recently to the Board of Park Commissioners and at a City Council Study Session. Guidance was given on how to proceed with spending the over-collection on continuing work on some of the original project pieces that were not done during the now-completed first phase of each project. One of the proposed continuation projects presented was to do more work on the Master Plan for Reaves Park. In particular, the Parks and Recreation Department has proposed to use some of the available Norman Forward Fund Balance to help fund a project to replace the Kids Space playground with a completely new community-build project in the same location as one built in 1999, which has reached the end of its functional lifespan. This project will also include improvements to the area around the playground, such as picnic shelter, site furniture and landscape improvements.

Earlier this year, the City of Norman was notified that it had been awarded a Built Environment Grant from the Tobacco Settlement Endowment Trust (TSET), which staff applied for in the amount of $600,000 to support the Kids Space replacement project. The total project costs will be over $1,000,000; with the city's share of the construction costs to the playground replacement coming from the above-mentioned Norman Forward Fund Balance, approved earlier this year by City Council. That project will begin in October of this year, with a public "Last Play Day" event before the old playground is scheduled to be demolished to make way for the new one. There will be a community-build process for the new playground components that will be coordinated as the project continues into next year. Our partners with TSET will help coordinate the project and track their funding disbursement along the way.

Any work beyond the playground-specific project will be managed solely by the Parks and Recreation Department. One of those items of work will be design and construction of a new large open-air pavilion near the playground.

DISCUSSION:

The University of Oklahoma Gibbs College of Architecture (GCA/OU) has approached the Norman Parks and Recreation Department about becoming partners in an annual design + build project for their senior design and construction students. The two-semester project would be directed by professors who are licensed architects, and the work will be completed by the students, acting as the general contractor for their designs. They have done these types of projects for several years with other public and private organizations. While working out the details of a partnership, the idea of producing a new open-air picnic pavilion next to the new Kids Space playground was identified as a project that would be ideal for both the students and the City. The pavilion and a proposed budget was recently presented to the Board of Park Commissioners and the City Council at a study session. Upon approval by each entity, we now want to proceed with a contract with GCA/OU to get the funding put in-place for their team to do the work they have described and presented. The total amount includes all construction costs for materials, labor and subcontractors, as well as a 10% administrative fee for GCA/OU. The total amount for the project is $82,500, as described in Contract K-2627-80, attached. Funding is being requested from the Norman Forward Reaves Park Improvements Project via additional funds being transferred into it from the Norman Forward Fund Balance discussed above. No new project is being proposed for this work as it is part of the identified work in the original Reaves Park Master Plan which has guided all of the work in that park.

The work by GCA/OU will start as soon as the site is cleared by demolition of the existing playground and surrounding features to make way for the new open-air pavilion. The final location and orientation of the pavilion as it relates to the new Kids Space will be closely coordinated with the Parks and Recreation Department and the design team for the playground. Their work is scheduled to proceed through the fall and winter, with a completion scheduled for no later than May 31, 2027. The goal is to have it completed at the same time as the major portion of the Kids Space playground project is also completed in the spring of 2027.

RECOMMENDATION 1: It is recommended that City Council approve Contract Number K-2627-80 with The University of Oklahoma Gibbs College of Architecture, for the Open-air Pavilion in Reaves Park, as further described in "Exhibit A" attached to the contract.

RECOMMENDATION 2: It is further recommended that the Norman Forward fund balance be appropriated in the amount of $82,500 and allocated to the Norman Forward Reaves Park Improvements Project (NFB006, Account 51792205-46101).

File Attachments for Item:

35. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-86: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE SOONER THEATRE OF NORMAN INC. IN THE AMOUNT OF $109,286.00 TO ASSIST WITH THE OPERATION OF THE SOONER THEATRE. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

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-2627-86: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE SOONER THEATRE OF NORMAN INC. IN THE AMOUNT OF $109,286.00 TO ASSIST WITH THE OPERATION OF THE SOONER THEATRE. (WARD 4)

BACKGROUND:

During the budgeting process for fiscal year 2026-2027 (FYE 2027), the City Council allocated an amount of $380,043.00 to contribute to Arts, Culture, and Event Organizations, with individual distributions from said allocation to be issued by the Board of Parks Commissioners (the "Board") at their regularly scheduled meeting in August of each year. Organizations are required to apply to the Board for funding disbursements and demonstrate the extent of financial support requested for the upcoming funding year. One such organization was the Sooner Theatre of Norman, Inc., and the Board approved a disbursement of $109,286.00 at its October 1, 2026, meeting.

DISCUSSION:

The FYE 2027 Funding Disbursement Agreement (the "Agreement"), which comes before Council at this time, is the same basic form agreement for all organizations. The Agreement provides that the Sooner Theatre will use City funds of $109,286.00 to assist with the operation of the Sooner Theatre, including support for utilities costs, and to provide cultural, entertainment, educational, or public service events benefiting the community at such location.

The Agreement includes a reporting procedure by the organization to the Council of expenditures of the funds in an amount not to exceed $109,286.00. The Agreement also provides for cancellation by either party with thirty (30) days' written notice. Specifically, it provides for the cancellation and return of any unexpended funds should the agency fail to use the funds for their intended purpose, or if the organization is dissolved or ceases to exist at any time during the contract period.

RECOMMENDATION:

Staff recommends that the Funding Disbursement Agreement submitted herewith be approved. Funds for $109,286.00 should be disbursed from Park Board Miscellaneous Services-Contributions (account number 10770284-44741).

File Attachments for Item:

36. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-87: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE PERFORMING ARTS STUDIO, INC., D/B/A THE DEPOT IN THE AMOUNT OF $61,188.00 TO ASSIST WITH THE OPERATION OF THE DEPOT. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

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-2627-87: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE PERFORMING ARTS STUDIO, INC., D/B/A THE DEPOT IN THE AMOUNT OF $61,188.00 TO ASSIST WITH THE OPERATION OF THE DEPOT. (WARD 4)

BACKGROUND:

During the budgeting process for fiscal year 2026-2027 (FYE 2027), the City Council allocated an amount of $380,043.00 to contribute to Arts, Culture, and Event Organizations, with individual distributions from said allocation to be issued by the Board of Parks Commissioners (the "Board") at their regularly scheduled meeting in August of each year. Organizations are required to apply to the Board for funding disbursements and demonstrate the extent of financial support requested for the upcoming funding year. One such organization was the Performing Arts Studio, Inc., D/B/A The Depot, and the Board approved a disbursement of $61,188.00 at its October 1, 2026, meeting.

DISCUSSION:

The FYE 2027 Funding Disbursement Agreement (the "Agreement"), which comes before Council at this time, is the same basic form agreement for all organizations. The Agreement provides that The Depot will use City funds of $61,188.00 to assist with the operation of The Depot, including support for utilities costs, and to perform arts programming, cultural activities, and public instruction for the Norman community at such location.

The Agreement includes a reporting procedure by the organization to the Council of expenditures of the funds in an amount not to exceed $61,188.00. The Agreement also provides for cancellation by either party with thirty (30) days' written notice. Specifically, it provides for the cancellation and return of any unexpended funds should the agency fail to use the funds for their intended purpose, or if the organization is dissolved or ceases to exist at any time during the contract period.

RECOMMENDATION:

Staff recommends that the Funding Disbursement Agreement submitted herewith be approved. Funds in the amount of $61,188.00 .00 should be disbursed from Park Board Miscellaneous Services-Contributions (account number 10770284-44741).

File Attachments for Item:

37. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2627-88: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF $62,500.00 TO ASSIST WITH THE OPERATION OF THE CLEVELAND COUNTY HISTORICAL SOCIETY. (WARD 4)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/13/2026

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-2627-88: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF $62,500.00 TO ASSIST WITH THE OPERATION OF THE CLEVELAND COUNTY HISTORICAL SOCIETY. (WARD 4)

BACKGROUND:

During the budgeting process for fiscal year 2026-2027 (FYE 2027), the City Council allocated an amount of $380,043.00 to contribute to Arts, Culture, and Event Organizations, with individual distributions from said allocation to be issued by the Board of Parks Commissioners (the "Board") at their regularly scheduled meeting in August of each year. Organizations are required to apply to the Board for funding disbursements and demonstrate the extent of financial support requested for the upcoming funding year. One such organization was the Cleveland County Historical Society, and the Board approved a disbursement of $62,500.00 at its October 1, 2026, meeting.

DISCUSSION:

The FYE 2027 Funding Disbursement Agreement (the "Agreement"), which comes before Council at this time, is the same basic form agreement for all organizations. The Agreement provides that the Cleveland County Historical Society will use City funds of $62,500.00 to assist with the operation of the Cleveland County Historical Society, including support for utilities costs, and to offer specialized research, preservation, and educational informational services dealing with local history at the Cleveland County Historical Society Museum to the community at such location.

The Agreement includes a reporting procedure by the organization to the Council of expenditures of the funds in an amount not to exceed $62,500.00. The Agreement also provides for cancellation by either party with thirty (30) days' written notice. Specifically, it provides for the cancellation and return of any unexpended funds should the agency fail to use the funds for the purpose for which they are intended, or if the organization is dissolved or ceases to exist at any time during the contract period.

RECOMMENDATION:

Staff recommends that the Funding Disbursement Agreement submitted herewith be approved. Funds in the amount of $62,500.00 should be disbursed from Park Board Miscellaneous Services-Contributions (account number 10770284-44741).

FUNDING DISBURSEMENT AGREEMENT

This Agreement is made and entered into on the _____ day of _____, 2026 (the "Effective Date"), by and between the City of Norman, Oklahoma, a municipal corporation, ("City") and the Cleveland County Historical Society, ("Organization"), witnesseth:

A. WHEREAS, in Contract No. K-2526-27, the City leases the property described as the Moore-Lindsay Historical House Museum (the "Museum"), located at 508 North Peters Street and 123 Beal Street, Norman, Oklahoma, to the Organization at a nominal cost in exchange for the Organization to offer specialist research, preservation, and educational informational services dealing with local history at the Museum; and

B. WHEREAS, the Organization desires to provide said specialist research, preservation, and educational informational services dealing with local history at the Museum; and

C. WHEREAS, pursuant to Contract No. K-2526-27, the Organization desires to secure supportive funding to aid in the operational and utilities costs of the Museum; and

D. WHEREAS, on October 1, 2026, the Board of Parks Commissioners approved the allocation of supportive funding in the amount of $62,500.00 to the Organization for the purposes outlined in this Agreement;

E. THAT IN CONSIDERATION for the performance by the Organization of the covenants and agreements as specified herein, the City covenants and agrees:

1. To disperse to the Organization the sum of Sixty-Two Thousand, Five Hundred and 00/100 Dollars ($62,500.00) to be used to assist in operation, including costs of utilities, of the Museum's above-mentioned services. Said funds shall be used for such purpose and for no other purpose.

2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.

F. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:

1. That the Organization is a 501(c)(3) organization operating in accordance with the Internal Revenue Service regulations.

2. To expend funds granted by the City only for the purposes as listed above in Section E.

3. To allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors.

CITY OF NORMAN, OK
CITY COUNCIL SPECIAL MEETING

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

Tuesday, October 20, 2026 at 5:00 PM

AGENDA

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

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY, AND NORMAN PARKING AND TRANSIT AUTHORITY

CALL TO ORDER

AGENDA ITEMS

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2627-10 AND CONTRACT K-2627-33: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND AMR INDUSTRIAL COATINGS, INC. IN THE AMOUNT OF $150,173; PERFORMANCE BOND B-2627-32; STATUTORY BOND B-2627-33; MAINTENANCE BOND MB-2627-16; AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT FOR THE LINDSEY WATER TOWER LIGHTING AND PARK PROJECT. (WARD 7)

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-64: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $50,000 FROM THE CAPITAL FUND BALANCE FOR THE LANDSCAPING PORTION OF THE LINDSEY WATER TOWER LIGHTING AND PARK PROJECT. (WARD 7)

3. CONTINUED DISCUSSION REGARDING ORDINANCES O-2627-7 AND O-2627-8, THAT WILL PROHIBIT CAMPING AND CERTAIN ACTIVITIES ON PUBLIC PROPERTY.

4. DISCUSSION REGARDING THE NORMAN FORWARD MASTER PLAN UPDATES.

ADJOURNMENT

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 20, 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 AWARDING BID 2627-10 AND CONTRACT K-2627-33: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND AMR INDUSTRIAL COATINGS, INC. IN THE AMOUNT OF $150,173; PERFORMANCE BOND B-2627-32; STATUTORY BOND B-2627-33; MAINTENANCE BOND MB-2627-16; AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT FOR THE LINDSEY WATER TOWER LIGHTING AND PARK PROJECT. (WARD 7)

BACKGROUND:

The Lindsey Tower is an elevated water storage tank at the intersection of E. Lindsey Street and Classen Boulevard, originally built nearly 100 years ago to serve Norman's potable water system. However, as Norman's potable water system expanded over the years, the system also changed. In 2014, it was determined that Lindsey Tank no longer had the hydraulic characteristics necessary to function as a viable potable water storage for Norman's system. However, because of the potential for Lindsey Tower to be used as dedicated storage for a non-potable reuse system and stakeholders' desire to keep the structure, demolition was put on hold.

Contract K-2627-10 with TMI Coatings, L.L.C., for $532,200 (expense) was approved on July 21, 2026, for recoating of the Lindsey Water Tower. Additionally, Contract K-2627-26 with Dr. Pepper/Seven Up, Inc., for $500,000 (revenue), was approved on July 28, 2026, to allow the Dr. Pepper logo to be painted on the tower, along with other conditions.

DISCUSSION:

The Invitation to Bid (Bid 2627-10) for the Lindsey Tower Lighting Project was published in the Norman Transcript on August 1 and August 8, 2026. The project contained a Base Bid for lighting of the tower and several alternate (additive) bids.

Two (2) contractors submitted bids. The base bids ranged from $137,173 to $654,000, with AMR Industrial Coatings, L.L.C., being the lowest responsible bidder. Only Additive Bid #3 was selected for award and did not affect the lowest responsible bidder. Windforce Engineering and Inspection is the Engineer of Record for the project and recommends awarding the contract to AMR Industrial Coatings, Inc.

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **AMR Industrial Coatings, Inc** hereinafter designated as the CONTRACTOR, effective the date last executed below,

W I T N E S S E T H

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WA0182
LINDSEY WATER TOWER LIGHTING
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

One hundred fifty thousand, one hundred seventy-three dollars and zero cents ($150,173.00)

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

1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:

the Invitation to Bid published in the Norman Transcript
Notice to Bidders
the Instructions to Bidders;
the CONTRACTOR'S Bid or Proposal;
the Bonds thereto;
Multiple affidavits
the Conditions of the Contract
the Technical Specifications and Construction Drawings

The Parks Department will operate and maintain the property surrounding the water tower as a special-use park once the work is completed and the tower is open to the public; NUA funds are not recommended to fund this work. The Parks department is requesting $50,000 for landscaping and signage of the future park by separate action.

Parks Department Staff recommends that funding for the Tower Lighting Project be split between the Capital Fund Balance (account 50-29000) ($50,000) and Guest Room Tax (account 23-29000) ($100,173) in the amount of $150,173 to Lindsey Water Tower Lighting Project (Project PR0178, account 50798813-46101 Construction).

RECOMMENDATION 1:

Staff recommends that the NUA accept bids that meet project specifications and award Bid 2627-10 to AMR Industrial Coatings, Inc., for the Lindsey Tower Lighting and Park Project in the amount of $150,173.

RECOMMENDATION 2:

Staff recommends that the NUA approve the associated contract and performance, statutory, and maintenance bonds in the amount of the bid.

RECOMMENDATION 3:

Staff also recommends that Council appropriate funding for the Lindsey Tower Lighting and Park Project as outlined in the staff report.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: October 20, 2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2627-64: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $50,000 FROM THE CAPITAL FUND BALANCE FOR THE LANDSCAPING PORTION OF THE LINDSEY WATER TOWER LIGHTING AND PARK PROJECT. (WARD 7)

BACKGROUND:

The Lindsey Tower is an elevated water storage tank at the intersection of E. Lindsey Street and Classen Boulevard, originally built nearly 100 years ago to serve Norman's potable water system. However, as Norman's potable water system expanded over the years, the system also changed. In 2014, it was determined that Lindsey Tank no longer had the hydraulic characteristics necessary to function as a viable potable water storage for Norman's system. However, because of the potential for Lindsey Tower to be used as dedicated storage for a non-potable reuse system and stakeholders' desire to keep the structure, demolition was put on hold.

Contract K-2627-10 with TMI Coatings, L.L.C., for $532,200 (expense) was approved on July 21, 2026, for recoating of the Lindsey Water Tower. Additionally, Contract K-2627-26 with Dr. Pepper/Seven Up, Inc., for $500,000 (revenue), was approved on July 28, 2026, to allow the Dr. Pepper logo to be painted on the tower, along with other conditions.

DISCUSSION:

The Parks Department will operate and maintain the property surrounding the water tower as a special-use park once the work is completed and the tower is open to the public. The Parks department is requesting $50,000 for landscaping and signage of the future park.

Parks Department Staff recommends that funding for Tower Park landscaping be appropriated from the Capital Fund Balance (account 50-29000) ($50,000) to Lindsey Water Tower Lighting and Park Project (Project PR0178, account 50798813-46101 Construction).

RECOMMENDATION:

Staff recommends that Council approve Resolution R-2627-64 appropriating $50,000 for the Lindsey Water Tower Lighting and Park Project as outlined in the staff report.

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

Resolution

R-2627-64

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $50,000 FROM THE CAPITAL FUND BALANCE FOR THE LANDSCAPING PORTION OF THE LINDSEY WATER TOWER LIGHTING AND PARK PROJECT.

§ 1. WHEREAS, the Lindsey Water Tower, located at the intersection of East Lindsey Street and Classen Boulevard, was constructed nearly 100 years ago to serve Norman's potable water system and has been retained for potential reuse-system storage and public benefit; and

§ 2. WHEREAS, the City approved Contract K-2627-10 with TMI Coatings, L.L.C., for $532,200 to recoat the Lindsey Water Tower and Contract K-2627-26 with Dr. Pepper/Seven Up, Inc., for $500,000 in revenue associated with painting the Dr. Pepper logo on the tower and other conditions; and

§ 3. WHEREAS, upon completion of the tower improvements, the Parks Department will operate and maintain the surrounding property as a special-use park for public access and enjoyment; and

§ 4. WHEREAS, the Parks Department requested an appropriation of $50,000 from the Capital Fund Balance for landscaping and signage for the Lindsey Water Tower Lighting and Park Project.

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

§ 5. That the following transfer of funds be approved for the reason as stated above.

Losing Account	Gaining Account	Amount
Capital Fund Balance Account: 50-29000	Lindsey Water Tower Lighting and Park Project (PR0178) Account 50798813-46101 Construction	$50,000

PASSED AND ADOPTED this 20th day of October 2026

_____
Mayor

ATTEST:

_____
City Clerk

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 _____, 2026.

_____
Stephen Tyler Holman, Mayor

NOT ADOPTED this _____ day of _____, 2026.

_____
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.

~~(c)~~(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 _____, 2026.

_____
Stephen Tyler Holman, Mayor

NOT ADOPTED this _____ day of _____, 2026.

_____
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 advice 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;

(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 _____, 2026.

_____
Stephen Tyler Holman, Mayor

ATTEST:

_____
City Clerk

NOT ADOPTED this _____ day of _____, 2026.

_____
Stephen Tyler Holman, Mayor

City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069

Meeting Agenda

AMENDED

Tuesday, October 27, 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:

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2627-57: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $205,000 FROM THE CAPITAL FUND BALANCE TO THE HOMELESS SHELTER FACILITY PROJECT FOR IMPROVEMENTS TO THE EXISTING NORMAN WARMING SHELTER FACILITY.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 10/27/2026

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2627-57: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $205,000 FROM THE CAPITAL FUND BALANCE TO THE HOMELESS SHELTER FACILITY PROJECT FOR IMPROVEMENTS TO THE EXISTING NORMAN WARMING SHELTER FACILITY.

BACKGROUND:

The emergency temporary homeless shelter was opened in the winter of 2021, in a City-owned warehouse located at 109 West Gray Street. The shelter was originally established as a temporary warming shelter for approximately two months during the winter months. However, due to the continued need for emergency shelter services, the facility has remained in operation year-round. It has provided a safe place for individuals experiencing homelessness to stay overnight for the past four years.

In 2026, voters approved a bond issue to construct a permanent homeless shelter facility immediately south of the privately-operated Food and Shelter facility on Reed Avenue. Although the bond issue was passed, it is currently awaiting review in court before the project can proceed. Until the permanent facility can be constructed and placed into service, the City intends to continue providing an appropriate and safe location for the existing shelter operation.

In late Spring of 2026, the Oklahoma State Fire Marshal inspected the current shelter facility at 109 W. Gray Street. The building is not equipped with a fire sprinkler suppression system. Following the inspection, the State Fire Marshal determined that the facility had exceeded the intended use and duration as a temporary shelter. The City was given a specified timeframe to install a fire suppression and fire alarm system, or to discontinue operation of the shelter.

The existing building at 109 W. Gray Street is not well-suited for installing the required fire protection systems, and the cost of bringing the building into compliance would not be reasonable given its current configuration and condition.

City staff identified the adjacent City-owned property at 113 W. Gray Street, also known as the Couch Building, as a more suitable location for the shelter operation. The Couch Building is a

standalone structure with intact firewalls and a layout that will allow the required fire sprinkler and fire alarm systems to be installed more efficiently and economically.

Relocating the shelter operation from 109 W. Gray to 113 W. Gray Street will provide a safer, more appropriate facility while allowing the city to maintain emergency shelter services until the permanent shelter can be constructed and brought into operation.

DISCUSSION:

After evaluating the condition of the Couch Building (113 W. Gray Street), in June of 2026, staff have determined that remodeling the facility will require up to $175,000 to prepare it for use as the emergency homeless shelter. The cost, along with the plan, was presented to the City Council that same month at a Council Conference with a consensus to proceed with this plan. On July 4th, a strong storm with high winds that hit the Norman area caused significant damage to an HVAC unit on the Gray Street buildings, along with some minor electrical damage. The replacement of that unit and the repair of the damage added an extra $30,000 to the project, bringing the total to $205,000.

Approval of this funding is necessary to provide a safe, code-compliant facility for the shelter's continued operation. The remodeling will allow the city to address the requirements identified by the Oklahoma State Fire Marshal, including installing the necessary fire suppression and fire alarm systems, while making the building suitable for continued shelter operations.

The $205,000 investment is also intended to be a practical use of City resources. The Couch Building is already City-owned, eliminating the need to acquire or lease another property. Its existing construction, including intact firewalls and a standalone configuration, makes it significantly better suited for the required improvements than the current shelter building at 109 W. Gray Street. Investing in the Couch Building will allow the City to make the necessary safety improvements without incurring a substantial cost to build a facility that is not well-suited to the required fire protection systems.

Additionally, the permanent homeless shelter approved through the 2026 bond issue is still awaiting review through the court system and will require additional time for design, construction, and completion. The City intends to maintain a safe and operational shelter during this interim period. The proposed remodel will provide the City with a reasonable solution to meet the immediate safety requirements while continuing to provide shelter services until the permanent facility is available.

RECOMMENDATION:

It is recommended that the City Council Approve Resolution Number R-2627-57 in the amount of $205,000 to appropriate funds from the Capital Fund Balance (50-29000) into the Homeless Shelter Facility project (BG0099, 50193365-46101 Construction), to be used for the Norman Warming Shelter Improvements described herein.

Resolution

R-2627-57

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $205,000 FROM THE CAPITAL FUND BALANCE TO THE HOMELESS SHELTER FACILITY PROJECT FOR IMPROVEMENTS TO THE EXISTING NORMAN WARMING SHELTER FACILITY.

§ 1. WHEREAS, the City's emergency homeless shelter, located at 109 West Gray Street, was established as a temporary winter warming shelter in 2021 and has remained in operation year-round for approximately four years due to the continued need for emergency shelter services; and

§ 2. WHEREAS, the Oklahoma State Fire Marshal recently determined that the 109 West Gray Street facility had exceeded its intended use and duration as a temporary shelter and requires fire suppression and fire alarm systems to continue operating, which would not be practical or cost-effective given the building's condition and configuration; and

§ 3. WHEREAS, the City-owned Couch Building at 113 West Gray Street has been identified as a more suitable location for the shelter operation, with its standalone configuration and intact firewalls allowing the required fire protection improvements to be completed more efficiently and economically; and

§ 4. WHEREAS, the City intends to appropriate $205,000 from the Capital Fund Balance to remodel the Couch Building and address required life-safety and regulatory improvements, allowing emergency shelter services to continue safely until the permanent shelter facility approved through the 2026 bond issue is constructed and operational.

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

§ 5. That the following transfer be made for the reasons stated above.

Losing Account	Gaining Account	Amount
Capital Fund Balance Account: 50-29000	Homeless Shelter Facility project BG0099 Account: 50193365-46101	$205,000

PASSED AND APPROVED this 27th day of October 2026.

Mayor, Stephen T. Holman

ATTEST:

City Clerk

File Attachments for Item:

28. 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: 10/27/2026

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.

Staff was directed to revise this Ordinance during the Special Meeting on October 20, 2026. The revised version will be attached in the packet as requested by Council.

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 advice 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;
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(v) Hunting;
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(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 _____, 2026.

_____
Stephen Tyler Holman, Mayor

NOT ADOPTED this _____ day of _____, 2026.

_____
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

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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.

~~(c)~~(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 _____, 2026.

_____
Stephen Tyler Holman, Mayor

ATTEST:

_____
City Clerk

NOT ADOPTED this _____ day of _____, 2026.

_____
Stephen Tyler Holman, Mayor

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 24-507 TO CHAPTER 24 OF THE CODE OF THE CITY OF NORMAN; PROHIBITING CERTAIN ACTIVITIES IN PUBLIC PARKS; PROVIDING EXCEPTIONS; PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR SEVERABILITY; 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 the Norman City Code be and the same is hereby amending § 24-507 as follows:

BEFORE AMENDMENT

24-507 Activities Prohibited In Sutton Urban Wilderness; Exceptions By Written Permit

(a) 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) Littering;

(2) Operating any motorized vehicles or bicycles;

(3) Starting or maintaining a fire;

(4) Camping;

(5) Swimming;

(6) Hunting;

(7) Trapping;

(8) Collecting biological or geological specimens;

(9) Cutting or collecting wood;

(10) Operating a boat or canoe;

(11) Fishing by means of a trotline or jugline;

(12) Possessing a bow, slingshot, air gun, firearm, or any other such device to hurl projectiles;

(13) Defacing or damaging any natural object or park facilities or appurtenances;

(14) Introducing plant or animal species.

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

(c) 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.

AFTER AMENDMENT

24-507 Activities Prohibited ~~In Sutton Urban Wilderness~~ 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~~, except by written permit for scientific purposes issued by the Parks and Recreation Department~~:

(i) Littering;
(ii) Operating any motorized vehicles or bicycles;
(iii) Starting or maintaining a fire;
~~(iv) Camping;~~
(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 a boat or canoe~~ Operating or launching any watercraft, including but not limited to boats, canoes, kayaks, rafts, float tubes, paddleboards, and similar floating devices;
(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 ~~Possessing a bow, slingshot, air gun, firearm, or any other such device to hurl projectiles~~;
(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; and where questions arise concerning administration of the permit system, the Board of Parks Commissioners

~~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;
(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; and where questions arise concerning administration of the permit system, the Board of Park Commissioners shall act in an advisory capacity.

§ 11. **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.

§ 12. **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.

ADOPTED this _____ day of _____, 2026.

_____
Mayor

NOT ADOPTED this _____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Clerk