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.

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.

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.

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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.

AMR Industrial Contrys Inc
PRINCIPAL

ATTEST

Alexandra Rivera
Corporate Secretary (where applicable)

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:

Authorized Representative

Alexsander 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: _____

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 8 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

Andre Raymond
Corporate Secretary (where applicable)

AMR Industrial Coatings, Inc
PRINCIPAL

Signed: Alexsander Rivera
Authorized Representative

Alexsander Rivera - President
Name and Title

Address: 612 Dooley Dr
Euless TX
76039

Telephone: 817-437-1460

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

ATTEST

Jahaziel Menaf
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 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
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

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

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 Reynaud 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 #: 9169
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.

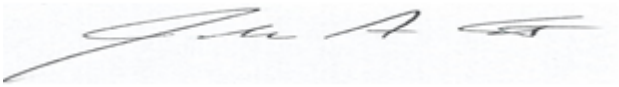
Pricing for the base bid and each alternate appears to be fair and reasonable. Therefore, WindForce Engineering and Inspection recommends awarding the project to AMR Industrial Coatings, Inc. for $137,173.00

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,



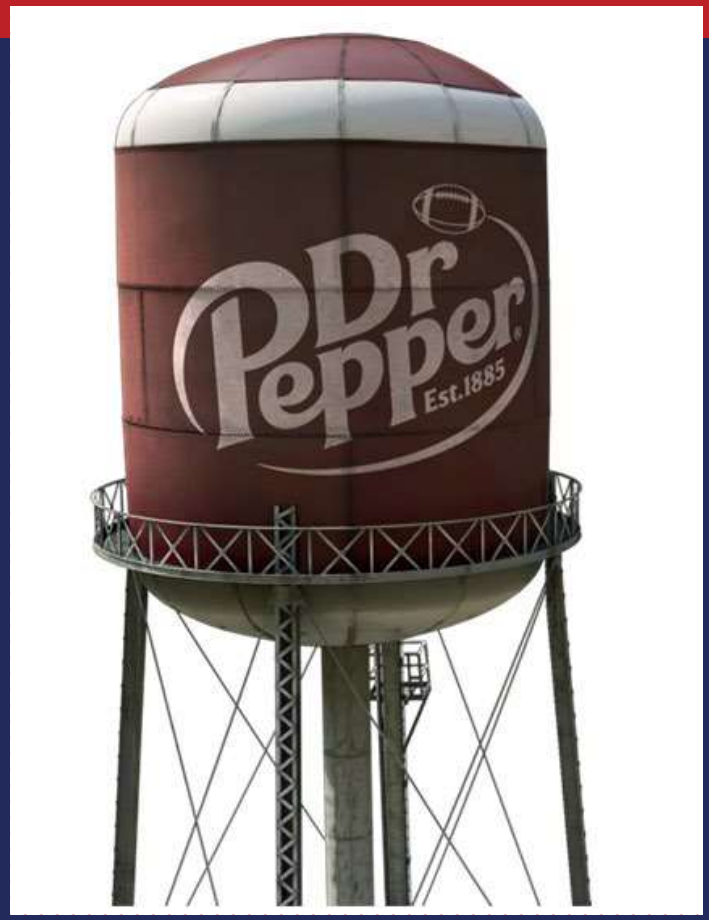


Joe Seiter, P.E.,
Vice President

9/16/2026

Dr Pepper Water Tower

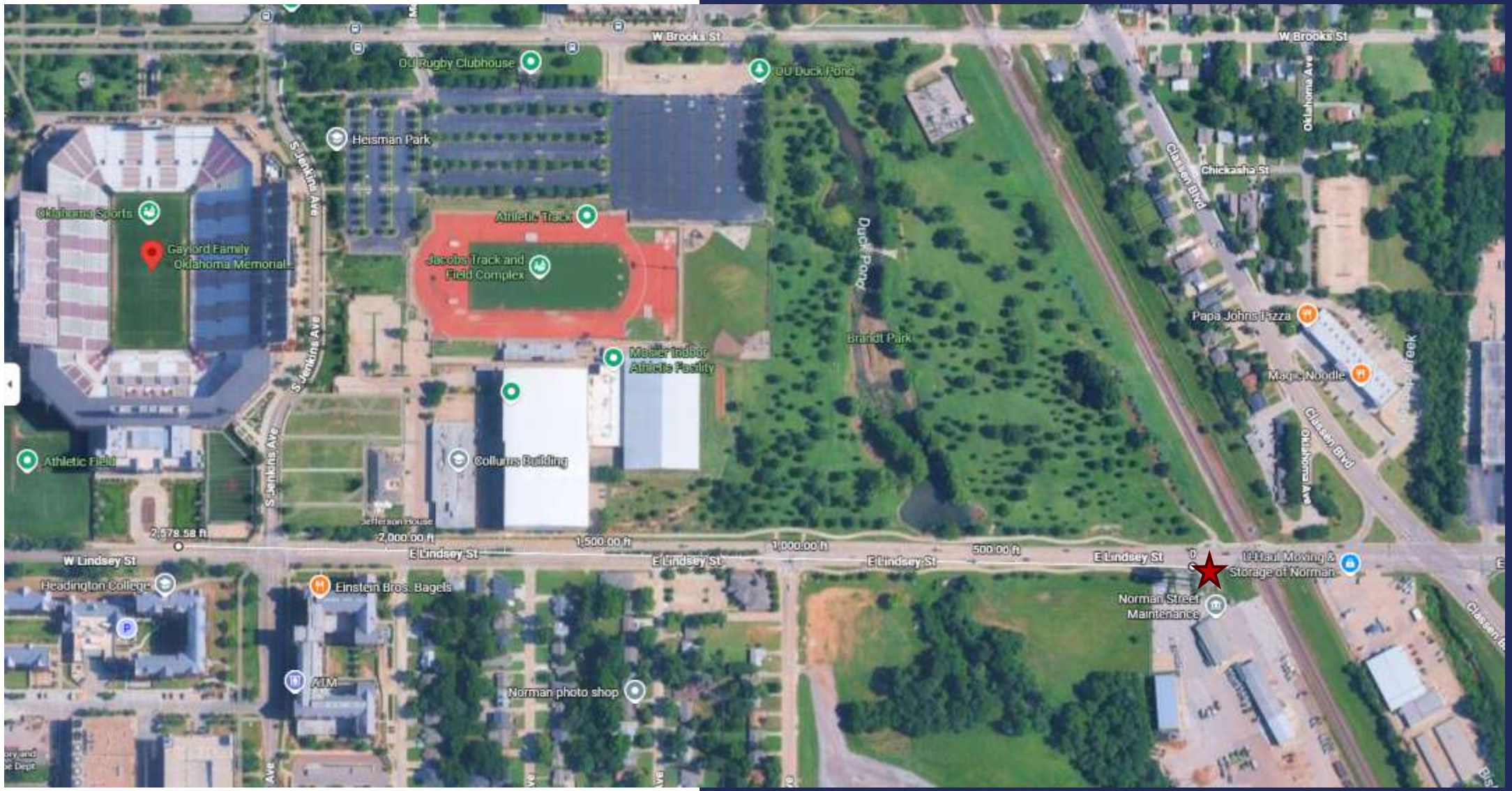
Tower Lights & Park Features



CITY OF NORMAN

Building an Inclusive Community

Lindsay Street Tower





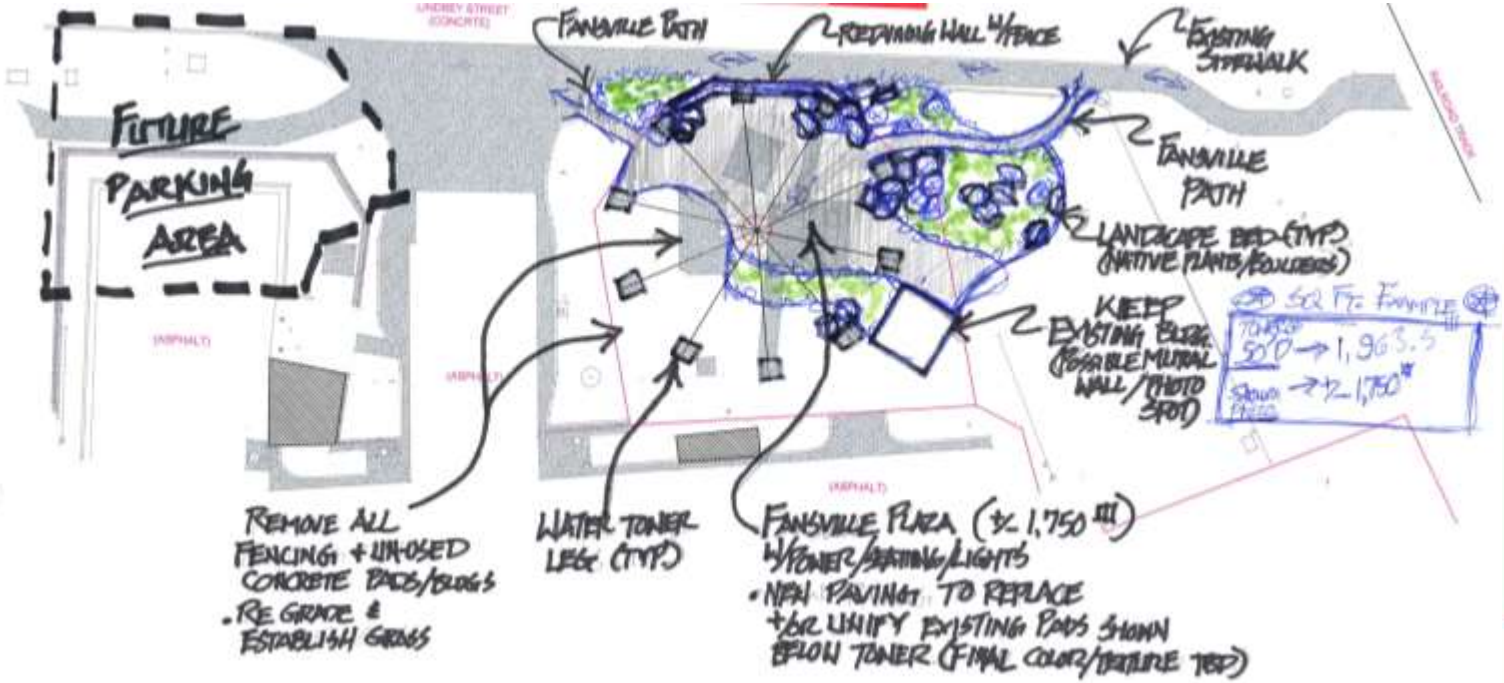
Fansville Water Tower Lighting Project

Tower Lighting

- Total Cost of Lights and Installations $157,000.
- 10 LED Lights around Catwalk.
- Four directional on belly of tower.
- Bright white color directional lights.
- Two Week Installation.
- Lights will be pointed at the tower to minimize light pollution.
- Belly lights will provide much needed light to provide safety for the park.

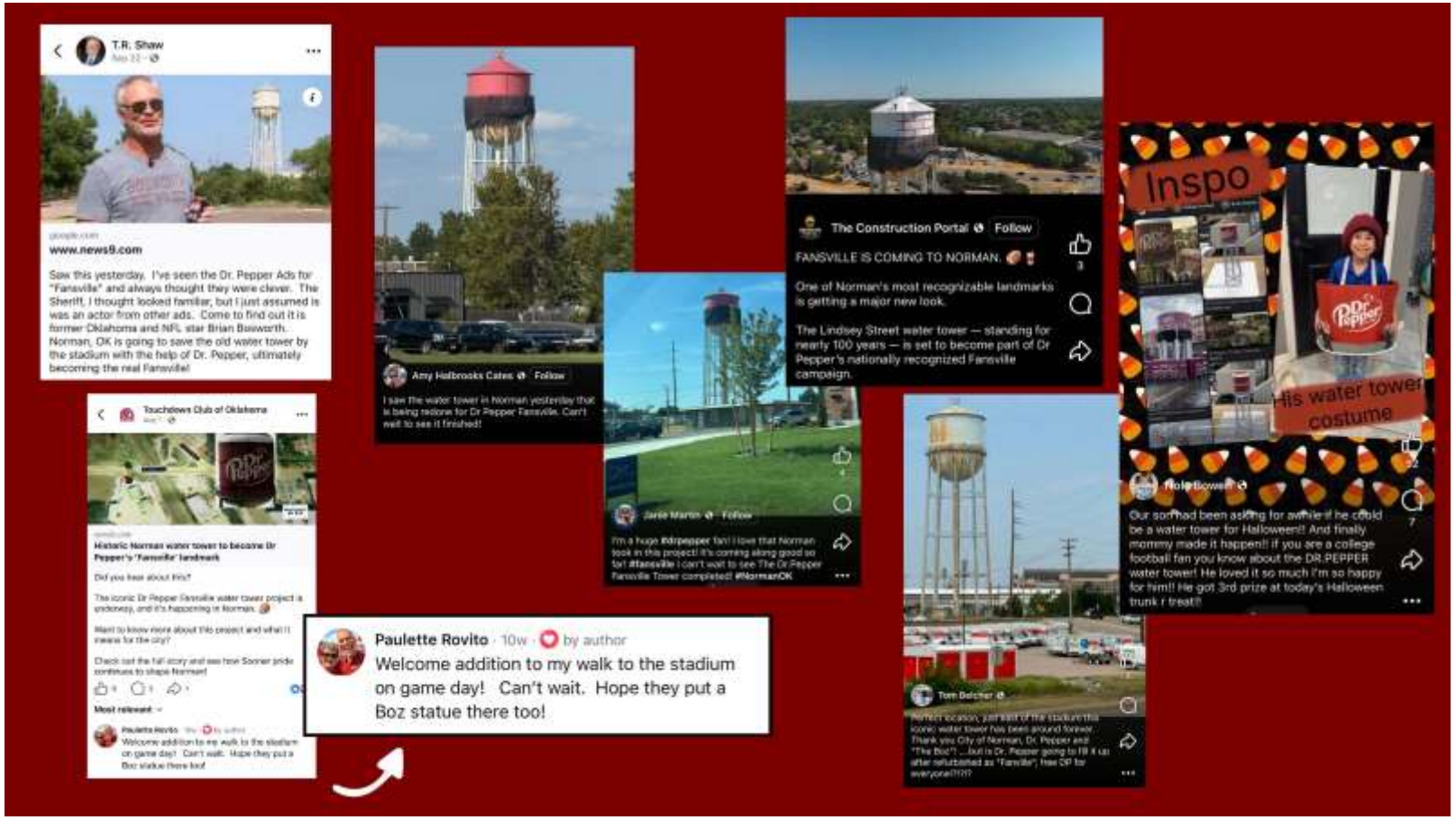
Dr Pepper Water Tower Park

- Special Use Park (Pocket Park) – Under the Water Tower
- Park will include signage, lighting, murals, small walking paths, native plants, irrigation and place making social media photo areas.
- Park Budget $50,000





Dr Pepper Water Tower *Buzz*













Dr Pepper Water Tower *Buzz*













Updated Staff Recommendation

Parks Department Staff recommends that funding for the Tower Lighting Project ~~be split between the Capital Fund Balance (account 50-29000) ($50,000) and~~ come from Guest Room Tax (account 23- 29000) ~~($100,173)~~ in the amount of $207,173 to Lindsey Water Tower Lighting Project (Project PR0178, account 50798813-46101 Construction).

CITY OF NORMAN

QUESTIONS

405-366-5472

ParksRec@NormanOK.Gov

NormanParks.gov

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.

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

ORDINANCE NO. O-2627-7

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

§ 1. **WHEREAS**, Public parks, sidewalks, trails, easements, rights-of-way, and other public properties are intended for the use and enjoyment of all members of the public.

§ 2. **WHEREAS**, encampments and camping activities on public property may create conditions that interfere with public access, impede compliance with the Americans with Disabilities Act, increase fire hazards, contribute to the accumulation of trash and human waste, damage public property, and create health and safety concerns.

§ 3. **WHEREAS**, the City has a substantial governmental interest in maintaining public property in a safe, clean, accessible, and sanitary condition for all residents and visitors.

§ 4. **WHEREAS**, the City further finds that public sidewalks, trails, entrances, and access routes must remain open and reasonably accessible to pedestrians, including persons with disabilities.

§ 5. **WHEREAS**, the purpose of this ordinance is to protect public health, safety, welfare, accessibility, and the intended public use of public property while encouraging individuals in need of assistance to access available shelter and support services.

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

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

24-510 Camping on Public Property

(a) For purposes of this section:

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

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

(2) "Campsite" means any location where camping occurs or where bedding, sleeping bags, tents, tarps, temporary structures, personal belongings, cooking equipment, or similar items are arranged or stored in a manner reasonably indicating an intent to camp.

(3) "Public Property" means any property owned, leased, controlled, or maintained by the City, including parks, trails, sidewalks, rights-of-way, easements, medians, public facilities, and vacant municipal property.

(b) Camping

(1) No person shall camp or maintain a campsite on public property except in connection with a city-sponsored or city-approved special event.

(2) No person shall store personal property on public property in a manner that constitutes a campsite or that interferes with the intended public use of the property.

(c) Obstruction of Public Access

(1) No person shall sit, lie, sleep, place personal property, or otherwise obstruct a public sidewalk, trail, public entrance, easement, or ADA-accessible route in a manner that substantially interferes with pedestrian passage.

(2) A violation occurs only when a reasonable path of travel is obstructed or access is materially impaired.

(d) Exceptions

This ordinance shall not apply to:

(1) Permitted events authorized by the City;

(2) City-approved recreational or community activities;

(3) Emergency response activities undertaken by law enforcement, fire, and emergency medical personnel, including mutual aid responders acting in their official capacities;

(4) Persons experiencing a medical emergency; and

(5) Conduct expressly protected by federal or state law, including lawful expressive activity that does not otherwise violate this ordinance.

(e) Notice and Outreach

(1) Prior to removal of a campsite, the City should, when reasonably practicable and consistent with public safety, provide notice and an opportunity to voluntarily remove personal property.

(2) The City shall coordinate with service providers, shelters, outreach organizations, and other agencies to offer available assistance to individuals affected by enforcement activities.

(3) Nothing herein shall prevent immediate action where necessary to address an imminent threat to public health or safety.

(f) Enforcement

(1) Any person violating this ordinance may be issued a warning, notice of violation, citation, or other lawful enforcement action.

(2) The City may remove unauthorized campsites and associated debris from public property in accordance with applicable law and City policy.

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

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

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

ADOPTED this _____ day of

_____, 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

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§ 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.

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(a) Propose rules and regulations for the maintenance of order, safety, and decency in those parks and recreational facilities;

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(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;
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(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

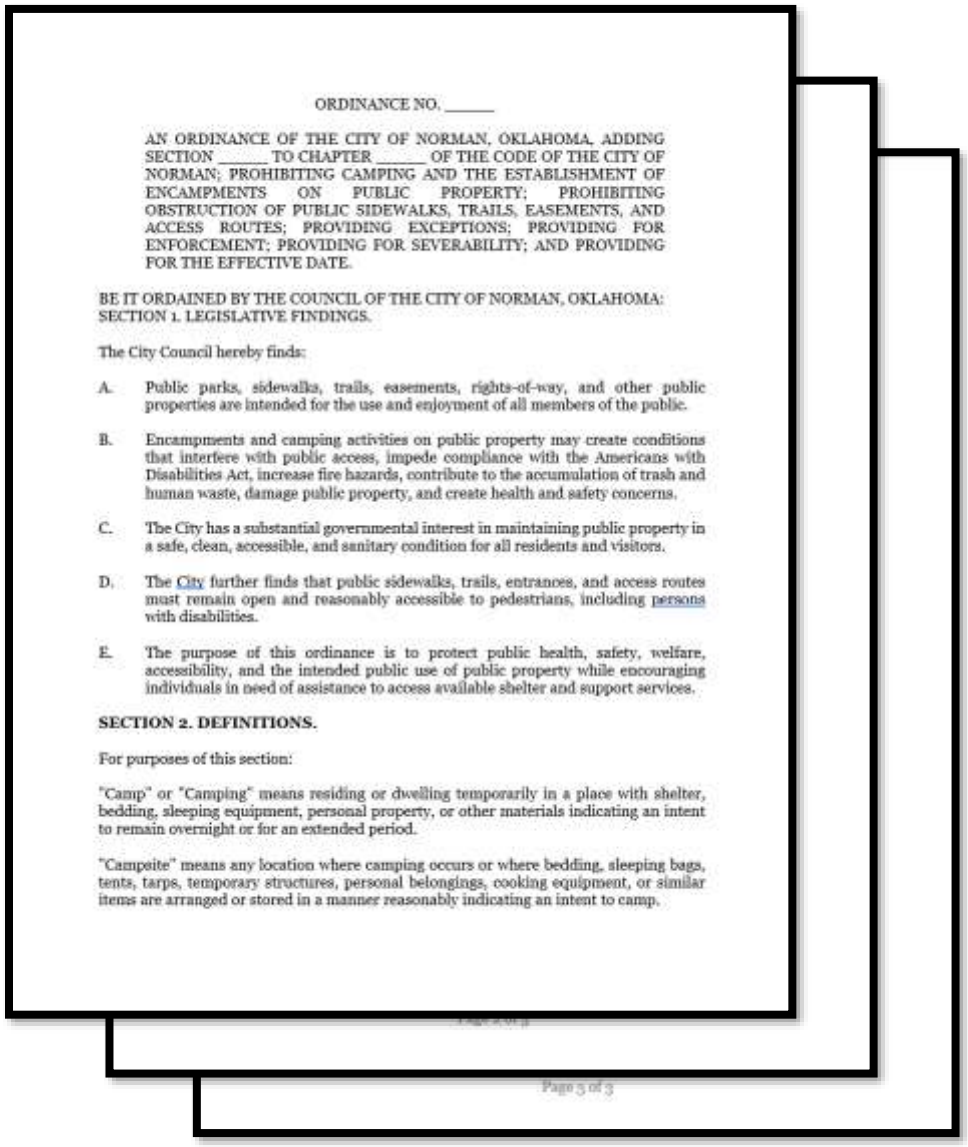
ATTEST:

_____
City Clerk

Camping On and Obstruction of Public Property

CITY OF NORMAN

Building an Inclusive Community



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, ADDING SECTION _____ TO CHAPTER _____ 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 PROVIDING FOR THE EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:
SECTION 1. LEGISLATIVE FINDINGS.

The City Council hereby finds:

A. 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.

B. 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.

C. The City has a substantial governmental interest in maintaining public property in a safe, clean, accessible, and sanitary condition for all residents and visitors.

D. The City further finds that public sidewalks, trails, entrances, and access routes must remain open and reasonably accessible to pedestrians, including persons with disabilities.

E. 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.

SECTION 2. DEFINITIONS.

For purposes of this section:

"Camp" or "Camping" means residing or dwelling temporarily in a place with shelter, bedding, sleeping equipment, personal property, or other materials indicating an intent to remain overnight or for an extended period.

"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.

Page 3 of 3

New Ordinance

- Definitions
- Prohibits Camping
- Prohibits Obstructing Public Access
- Exceptions

Does a no camping on public property ordinance put the City at greater risk for claims under 60 O.S. § 1112?

60 O.S. § 1112, *effective* November 1, 2026
Property Owner Claim for Compensation

A. Notwithstanding any other law, a property owner located in a municipality with a population in excess of one hundred thirty thousand (**130,000**) people, as determined by the most recent Federal Decennial Census, may submit a claim for compensation in an amount determined pursuant to subsection B of this section if an affected government in which the real property is located ***adopts and follows a policy, pattern, or practice of declining to enforce existing laws, ordinances, or other legislation prohibiting illegal public camping, obstructing public thoroughfares, loitering, panhandling, public urination or defecation, public consumption of alcoholic beverages, possession or use of illegal substances, or shoplifting, or if the affected government in which the real property is located maintains a public nuisance***, and either of the following occurs:

1. The property owner incurs documented expenses to mitigate the effects of such policy, pattern, practice, or public nuisance on the property owner's real property; or

2. The fair market value of the property owner's private real property is reduced by such policy, pattern, practice, or public nuisance.

Potential Liability Under § 1112

2026-2029 – no risk under § 1112 because it does not apply to Norman.

2030 and Beyond – di minimis as written.

- **60 O.S. § 1112(C)(2)** – "The compensation allowed under this section … May not exceed the amount the property owner paid in the prior tax year in primary property taxes to the affected government."

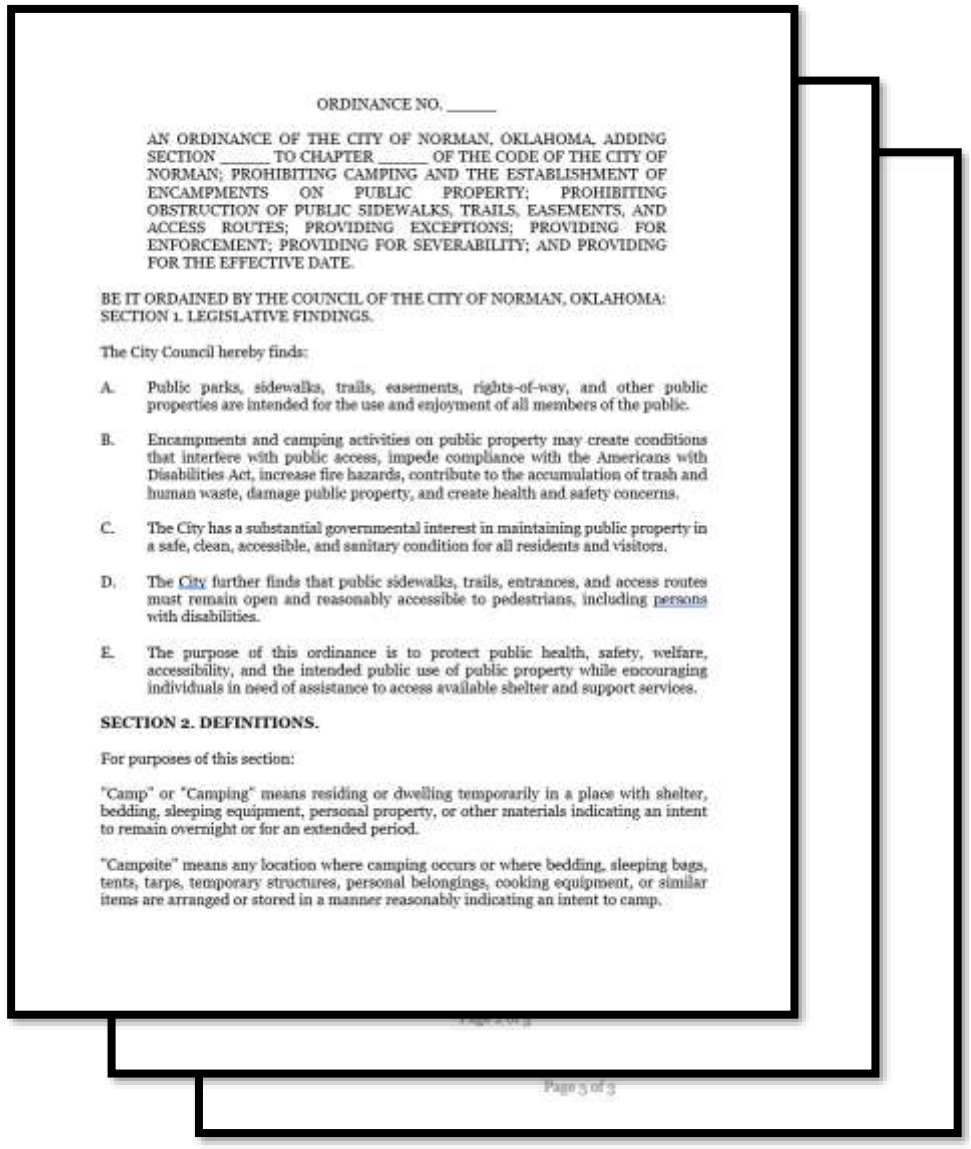
- **60 O.S. § 1111(A)** – "'Affected government' means a city, town, or county to which a property owner is submitting a claim provided under this act[.]"

- How much do property owners pay the City in "primary property taxes"?

  - Oklahoma has not established a "primary property tax" classification.

  - This language appears to come from Arizona. *See* Ariz. Rev. Stat. Ann. § 42-17451. Arizona has a "primary" and "secondary" property tax classification.

  - City of Phoenix, Arizona, levies approximately $204 in primary property taxes for every $100,000 of residential property's taxable limited property value.



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Page 3 of 3

Potential Liability Under § 1112

- The Legislature can amend § 1112(C)(2) to establish a recognized property-tax classification or a fixed compensation limit.
  - The nature and extent of any future amendment are speculative.
- Assuming only the compensation provisions change, liability would still depend on adopting and following a policy, pattern, or practice, or allowing public nuisances.
- Adopting and enforcing a camping ordinance could reduce the risk of encampments developing into public nuisances.

CITY OF NORMAN

QUESTIONS