



# City of Norman, OK

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

## Text File

File Number: K-1213-123

Agenda Date: 11/13/2012

Version: 1

Status: Consent Item

In Control:

File Type: Contract

### Title

CONTRACT NO. K-1213-123: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE UNIVERSITY OF OKLAHOMA, THE PUBLIC ARTS BOARD, AND THE NORMAN ARTS COUNCIL FOR THE DISPLAY OF ARTWORK AT LIONS PARK BY UNIVERSITY OF OKLAHOMA STUDENTS ON A ROTATING, TEMPORARY BASIS.

### Body

**BACKGROUND:** Jonathan Hills, a professor of art at the University of Oklahoma, approached the Public Arts Board about the possibility of displaying student artwork in Norman. The Public Arts Board contacted Jud Foster, Director of Parks and Recreation, about possible locations for the display of these student sculptures. Jud Foster and Larry Walker, President of the Public Arts Board, have proposed Lions Parks as it is near the Firehouse Arts Center, and the pieces can be spaced along the perimeter walkway surrounding the park.

**DISCUSSION:** The proposed contract is between the University of Oklahoma, the City of Norman, the Norman Arts Council, and the Public Arts Board. The terms of the contract allow for the display of sculptures, created by University of Oklahoma students taking classes from Professor Jonathan Hills. These sculptures will be displayed at Lions Park on a temporary, rotating basis for a period of ten years. The sculptures will be displayed within the park according to an attached map identifying six display locations. No more than six sculptures will be displayed at a time.

Under the terms of the Contract, the Public Arts Board will provide suitable concrete pads to display the sculptures. The University will install the sculptures on the provided pads and be responsible for maintaining and repairing the pads and the sculptures. At the end of each temporary display, the University will remove the sculptures and the pads. The University will store the concrete pads until the next display is installed.

The parties agree that each party shall be liable for its own acts and omissions. In addition, to the extent allowable by law, the parties agree to indemnify and hold each other harmless by reason of the installation, display, and maintenance of the sculptures. The contract also gives the Public Arts Board, the Norman Arts Council, and the City of Norman the right to request the removal of any sculpture that poses any threat, either real or reasonably perceived, to the safety of the public. The University also reserves the right to remove any of the sculptures if necessary. This agreement may be terminated for any reason, at anytime, by any party, with thirty (30) days written notice.

The contract also provides that the sculptures may not be sectarian in nature, and they must be within the community's sense of morality. The Norman Parks and Recreation Department will review and approve each sculpture prior to installation to ensure the works meet the above standard. Each sculpture shall not extend more than thirty inches in width at any point and may not exceed six feet in height and shall be made of materials that are durable and safe as well as weather and vandalism resistant. The contract also preserves the intellectual property rights of the students that created the sculptures.

**RECOMMENDATION:** Based on the above and foregoing discussion, Staff recommends approval of K-1213-123 if City Council wishes to enter into a contract with the University of Oklahoma, the Public Arts Board, and the Norman Arts Council for the display of University of Oklahoma student artwork on a rotating, temporary basis at Lions Park.