



CITY OF MIDWEST CITY MEETINGS FOR OCTOBER 24, 2023

All Council/Authority/Commission meetings of the City of Midwest City (MWC) elected officials will be held in the Council Chamber located at 100 N. Midwest Blvd., Midwest City, OK 73110, Oklahoma County, Oklahoma, unless notified otherwise.

Regularly scheduled meetings of the elected officials will be streamed live and recorded on the MWC YouTube channel: [Bit.ly/CityofMidwestCity](https://bit.ly/CityofMidwestCity) with the recorded videos available there within 48 hours.

Special Assistance for a Meeting: Send request via email to tanderson@midwestcityok.org or call 405-739-1220 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Please note that the elected officials will informally gather at or after 5:00 PM in the City Manager's Conference room for dinner for evening meetings; however, no business will be discussed or acted upon. Meals will only be provided to the City Council and staff. Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

For the purposes of all meetings of the MWC elected and/or appointed officials, the term "possible action" shall mean possible adoption, rejection, amendments, and/or postponements.

Pursuant to Midwest City Resolution 2022-50, the following rules of conduct and engagement are in effect for all meetings of the MWC elected and/or appointed officials:

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.
2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.
3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.
4. Agenda items requesting action of the elected officials shall include:
 1. Presentation by City Staff and/or their invited guest speaker;
 2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
 3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
 4. Motion and second by the elected officials.
 5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
 6. Final discussion and possible action/amended motion by the elected officials.



CITY OF MIDWEST CITY COUNCIL AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

October 24, 2023 – 6:00 PM

Presiding members: Mayor Matt Dukes

Ward 1 Susan Eads

Ward 3 Rick Dawkins

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Sean Reed

Ward 6 Rick Favors

City Staff:





City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

-  Invocation by Assistant City Manager Vaughn Sullivan
-  Pledge of Allegiance by Ward 1 Council Member Susan Eads
-  Mayoral Proclamations: National Code Compliance Month, America Recycles Day, Pedestrian Safety Month and Extra Mile Day
-  Community-related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if there is not unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration and possible action to approve the September 26, 2023 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Risk Fund, expenditures/Risk Insurance (29) \$343,487. Workers Comp Fund, expenditures/Risk Insurance (29) \$1,129,100. Capital Improvements Fund, expenditures/Capital Improvements (57) \$25,000. Grants Fund, revenue/Intergovernmental (09) \$58,270; expenditures/Transfers Out (09) \$58,270. (Finance - T. Cromar)
3. Discussion, consideration, and possible action to enter into an agreement with Phillip Hildebrand, Hildebrand Farms, to lease approximately 64.66 acres located in the Southwest Quarter of Section 15, Township 12 North, Range 2 West, of the Indian Meridian (a/k/a 7251 NE 36th ST) for \$2,586.40 per year. (Economic Development - R. Coleman)
4. Discussion, consideration, and possible action of entering into a Memorandum of Understanding with City of Del City in regards to the signal upgrade project application to upgrade signals; particularly the signals located at Sooner Rd / NE 10th St and Sooner Rd / Reno Ave. (Engineering & Construction Services - B. Bundy)

5. Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to resurface Air Depot Blvd from SE 15th St to Reno Ave and reconstruct the intersection of Air Depot Blvd and Reno Ave. (Engineering & Construction Services - B. Bundy)
6. Discussion, consideration, and possible action of approving a federal aid programming resolution for inclusion into the Transportation Improvement Plan for a project to resurface Post Road from Reno Avenue to NE 10th Street. (Engineering & Construction Services - B. Bundy)
7. Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for the following project: SE 29th St, repaving from Douglas Blvd to Westminster Rd, a new signal at Multi-Athletic Complex (MAC), and roundabout at intersection of SE 29th St and Westminster Rd. (Engineering & Construction Services - B. Bundy)
8. Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to construct sidewalk in six (6) locations in the City. (Engineering & Construction Services - B. Bundy)
9. Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to construct sidewalk in four (4) locations in the City. (Engineering & Construction Services - B. Bundy)
10. Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to upgrade five (5) signals at various locations throughout the City for the purposes of improving pedestrian access and safety. (Engineering & Construction Services - B. Bundy)
11. Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to restripe various locations throughout the City. (Engineering & Construction Services - B. Bundy)
12. Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to upgrade six (6) signals at various locations throughout the City for the purposes of improving pedestrian access and safety. (Engineering & Construction Services - B. Bundy)
13. Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to repave SE 15th St from Midwest Blvd to Douglas Blvd, as well as, trail, sidewalk, and other improvements. (Engineering & Construction Services - B. Bundy)

14. Discussion, consideration, and possible action of entering into a Memorandum of Understanding with City of Spencer in regards to the signal upgrade project application to upgrade signals; particularly the signals located at NE 23rd St / Spencer Rd and NE 23rd / Post Rd. (Engineering & Construction Services - B. Bundy)
15. Discussion, consideration, and possible action of the acceptance of maintenance bonds from 4M Trenching, LLC in the amount of \$49,603.60 respectively. (Engineering & Construction Services - P. Menefee)
16. Discussion, consideration, and possible action of awarding contract to Lippert Brothers, Inc. in the amount of \$146,761 to construct pickleball courts in Lions Park. (Engineering & Construction Services - B. Bundy)
17. Discussion, consideration, and possible action of approving Supplemental Agreement #2 to Easement AFMC TK 2-16-001 as it relates to the future federally funded replacement of the SE 29th Street bridge over Crutcho Creek. (Engineering & Construction Services - B. Bundy)
18. Discussion, consideration, and possible action of approving a project agreement for State Job Number 38074(04), with the Oklahoma Department of Transportation (ODOT) to receive \$3,361,920 in construction federal funds for future project to resurface SE 29th Street from I-40 overpass to Midwest Boulevard including reconstruction of the signalized intersections. (Engineering & Construction Services - B. Bundy)
19. Discussion, consideration, and possible action of approving a project agreement for State Job Number 37938(04), with the Oklahoma Department of Transportation (ODOT) to receive \$800,000 in federal funds for a future project to construct an extension of the Bomber Rail Trail from Quinlan Park northwesterly to Sooner Road. (Engineering & Construction Services - B. Bundy)
20. Discussion, consideration, and possible action of approving a project agreement for State Job Number 36376(04), with the Oklahoma Department of Transportation (ODOT) to receive \$3,191,352 in construction federal funds on S.E. 29th Street; replacing the existing Bridge over Crutcho Creek and rehabilitating the existing box structure over Kuhlman Creek. (Engineering & Construction Services - B. Bundy)
21. Discussion, consideration, and possible action of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to construct approximately a quarter (1/4) of a mile of the Tributary 4 trail. (Planning & Zoning - M. Summers)
22. Discussion, consideration, and possible action of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to replace the existing bridge over Soldier Creek in Tom Poore Park. (Planning & Zoning - M. Summers)

23. Discussion, consideration, and possible action of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to construct approximately a quarter (1/4) of a mile of sidewalk on the southern side of SE 15th Street. (Planning & Zoning - M. Summers)
24. Discussion, consideration, and possible action of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to construct approximately half a mile of sidewalk on the southern side of NE 23rd Street and two (2) bus stops. (Planning & Zoning - M. Summers)
25. Discussion, consideration, and possible action of appointing Mrs. DeAnn Bower to the Midwest City Historical Society as the Ward 6 representative for a three-year term ending January 12, 2027. (City Manager - T. Lyon)
26. Discussion, consideration, and possible action of appointing Jacob Hussain to the Urban Renewal Authority to fill the unexpired term of Dave Herbert to end July 31, 2025. (City Manager - T. Lyon)
27. Discussion, consideration and possible action declaring a 2009 Chevy 2500, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (City Manager - V. Sullivan)
28. Discussion, consideration and possible action declaring the attached list as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Neighborhood Services - M. Stroh)
29. Discussion, consideration, and possible action declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary. (Human Resources - T. Bradley)
30. Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)

D. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving the First Amendment to the Safety Resource Officer contract with the Mid-Del School System to add an additional police officer to serve as a School Resource Officer at Midwest City High School. (Police - S. Porter)
2. Discussion, consideration, and possible action of approving an expenditure of \$296,314.91 to O'Reilly Auto Parts to close out and terminate the contract between O'Reilly and the City of Midwest City. (Fleet Services – C. Davis)
3. Discussion, consideration, and possible action of approving a retail water sales agreement with Oklahoma County Utility Services Authority to provide potable water to approximately thirty-five (35) customers in the Crutcho Public Water Supply System. (City Attorney – D. Maisch)

4. Discussion, consideration, and possible action of an appeal by Mr. Jordan Pickard to the City Council pursuant to the requirements of Municipal Ordinance 43-109, for his property at 409 N Westminster Rd. (Engineering & Construction Services - B. Bundy)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

1. Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest regarding FOP grievance arbitration; and 2) authorizing the City Manager to take action as appropriate based on discussion. (Human Resources - T. Bradley)

G. FURTHER INFORMATION.

1. Review of the City Manager's Report for the month of September 2023. (Finance - T. Cromar)
2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for September 2023. (Human Resources - T. Bradley)
3. Review of the September 6, 2022 Board of Adjustment Meeting Minutes. (Planning & Zoning - E. Richey)

H. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Council Minutes

September 26, 2023

This meeting was held in the Midwest City Council Chamber at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:00 PM with following members present:

Ward 1 Susan Eads	Ward 2 Pat Byrne	City Manager Tim Lyon
Ward 3 Rick Dawkins	Ward 4 Sean Reed	Acting City Clerk Susan Mullendore
Ward 5 Sara Bana	Ward 6 Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Councilmember Rick Favors. Mayor Dukes read the Mayoral Proclamations for Super Recyclers Month; Suicide Prevention, Recovery Awareness Month; and Catholic Charities. City Manager Lyon made community-related announcements and comments.

CONSENT AGENDA. Eads made a motion to approve the consent agenda with exception to pull item #6, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration, and possible action to approve the August 22, 2023 meeting minutes.
2. Discussion, consideration, and possible action to approve the minutes of the August 29, 2023 special meeting.
3. Discussion, consideration, and possible action to approve the minutes of the August 31, 2023 special meeting.
4. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: CDBG Fund, expenditures/Grants Management (39) \$90,271. Grants Fund, revenue/Intergovernmental (88) \$409,728; expenditures/Transfers Out (88) \$409,728. Disaster Relief Fund, revenue/Transfers In (88) \$409,728.
5. Discussion, consideration, and possible action of approving a Public Safety Answering Point Agreement with SSM Health-St. Anthony Hospital- Midwest to provide dispatching services for their ambulance services from July 1, 2023 through June 30, 2024 for a total amount of \$220,774.80.
7. Discussion, consideration, and possible action of entering into a memorandum of understanding (MOU) with RAMWC, LLC for a waterline extension to serve Marion C. Reed Ballpark from their project located at 9309 SE 29th St.
8. Discussion, consideration, and possible action of amendment #2 for Professional Services with Plummer Associates Inc. in the amount of \$59,403 to provide services to split the North Side Utilities project into separate sanitary sewer and water projects and pursue grant funding with the water project.
9. Discussion, consideration, and possible action of the acceptance of maintenance bonds from Arrow Contracting and Utilities, LLC in the amount of \$15,977.00 respectively.

10. Discussion, consideration, and possible action of the approval of Change Order 1 for the 2018 Bond Asphalt Phase 3 project with Ellsworth OKC Inc. in the amount of \$73,308.89 respectively.
 11. Discussion, consideration, and possible action of the acceptance of maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$418.00 respectively.
 12. Discussion, consideration, and possible action of appointing Ms. Gail Fry to the Midwest City Arts Council as the Mayoral representative for a three-year term ending on January 12, 2027.
 13. Discussion, consideration, and possible action of appointing Ms. Cindy Mikeman to the Midwest City Historical Society as the Mayoral representative for a three-year term ending January 12, 2027.
 14. Discussion, consideration, and possible action of appointing Ms. Lindse Barks to the Midwest City Arts Council as the Ward 2 representative for a one-year term ending on January 14, 2025.
 15. Discussion, consideration, and possible action of appointing Mr. Bob Osmond to the Midwest City Historical Society as the Ward 2 representative for a one-year term ending January 14, 2025.
 16. Discussion, consideration, and possible action of appointing Mrs. Malana Bracht to the Midwest City Historical Society as the Ward 4 representative for a two-year term ending January 13, 2026.
 17. Discussion and consideration, and possible action of appointing Matthew Weber to a three year term for the City of Midwest City Builder's Advisory Board ending September 22, 2026.
 18. Discussion, consideration, and possible action appointing Mr. Hiawatha Bouldin (Mayor's Seat) until 05-27-26, Chris Cooney (Ward 1) until 07-25-26, and David Clampitt (Ward 2) until 05-27-26 to the Midwest City Park & Recreation Board.
 19. Discussion, consideration and possible action, declaring a lateral (2) two-drawer file cabinet as surplus authorizing disposal by public auction, sealed bid or destruction, if necessary.
 20. Discussion, consideration and possible action declaring a 2007 Chevy Colorado, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.
- 6. Discussion, consideration and possible action of authorizing Tim Lyon, City Manager, to submit a letter of intent to apply for an opioid abatement grant award with the Oklahoma Attorney General's Office.**

Eads addressed Council and made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

DISCUSSION ITEMS.

1. **Public Hearing, discussion, consideration and to provide interested persons an opportunity be heard pursuant to Title 62, Section 859 of the Oklahoma Statutes regarding the provisions of the First Amendment to Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma ("Increment District Number Three"): (i) to provide \$450,000 in development financing assistance to American Glass, Inc. ("AGI") in connection with the development of a new headquarters and manufacturing facility to be located in the Soldier Creek Industrial Park, 7450 NE 23rd Street; (ii) to provide funds in the amount of \$5,600,000 for the construction of utility improvements to serve the 112,488 square foot Centrillum Protein Plant, located at approximately 7210 NE 36th Street with such**

facilities to be operated by Centrillum Protein, Inc. an Oklahoma corporation (“Centrillum”); (iii) to provide funding for rail line improvements in the amount of \$3,000,000 to serve the Centrillum site and reduce its cost of interstate transport and to serve the Soldier Creek Industrial Park and the AGI site; and (iv) to fund \$750,000 for public improvement projects in the NE 23rd Street corridor.

Coleman and Dan McMahan addressed the council. No Action Required.

- 2. Discussion, consideration and possible action to approve and/or amend an ordinance approving that certain “First Amendment to the Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma (“North Side Improvement District”); ratifying and confirming actions, recommendations and findings of the Midwest City Local Development Act Review Committee; amending the Project Plan for “Increment District Number Three, City of Midwest City, Oklahoma”; adopting certain findings; providing for severability; and containing other provisions relating thereto; and declaring an emergency. (Presentation by Dan McMahan, Representing the City of Midwest City, OK.)**

Bana made a motion to approve Ordinance 3532, seconded by Byrne. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

No action was taken on the emergency clause.

- 3. (PC-2145) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Planned Unit Development (“PUD”) governed by Medium Density Residential District (“R-MD”) to Community Commercial District (“C-3”); and for a resolution to amend the Comprehensive Plan from Office/Retail (“OR”) to Commercial (“COM”), for the property described as a tract of land lying in the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southwest corner of said Section 34; Thence N 89°51’43” E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36’11” W and parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36’11” W and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence N 89°23’49” E a distance 147.92 feet; Thence S 45°36’11” E a distance of 35.36 feet; Thence S 00°36’11” E and a distance of 115.70 feet; Thence S 89°23’49” W a distance of 172.92 feet to the POINT OF BEGINNING.**

Richey, Bundy, J.W. Speaks of 3712 Shadybrook Dr., and Katelyn Turner, on behalf of applicant, addressed the council. After discussion, Reed made a motion to approve Ordinance 3533 and Resolution 2023-27 including all Staff Comments in memo, seconded by Byrne. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Abstain: Dawkins. Motion Carried.

- 4. (PC-2146) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Glenhaven described as a tract of land lying in the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, being more at the Southwest corner of said Section 34; Thence N 89°51’43” E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36’11” W and parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36’11” W and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence N 89°23’49” E a distance 147.92 feet; Thence S 45°36’11” E a distance of 35.36 feet; Thence S 00°36’11” E and a distance of 115.70 feet; Thence S 89°23’49” W a distance of 172.92 feet to the POINT OF BEGINNING.**

Richey and Katelyn Turner, on behalf of applicant, addressed the council. Byrne made a motion to approve the preliminary plat, seconded by Bana. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Abstain: Dawkins. Motion Carried.

5. (PC-2152) Public hearing, discussion, consideration, and possible action of approving a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the (R-6) Single-Family Detached Residential District for the property described as a part of the Southeast Quarter (SE/4) of Section Thirty-Six (36), Township Twelve (12) North, Range Two West, located at 9737 Oak Tree Terrace, Midwest City, Oklahoma.

Richey, Tyrica Jones of 9737 Oak Tree Ter., and Paul Smith of 315 E Ridgewood Dr. addressed the council. After discussion, Eads made a motion to approve Resolution 2023-28 with the amended language to include “maximum of 4 residents, one vehicle per resident or family unit,” as well as all Staff Comments per memo, seconded by Byrne. Voting aye: Eads, Reed, Bana, Favors, and Dukes. Nay: Byrne and Dawkins. Motion carried.

At 7:31 PM Council took a recess and reconvened at 7:40 PM.

6. (TS-453) Discussion, consideration, and possible action of recommending the installation of NO U TURN signs at the ends of the new median located on South Douglas Boulevard at Soldier Creek Elementary School.

Bundy and Jim Trammell of 1217 Three Oaks Cir. addressed the council. Eads made a motion to approve, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

7. (TS-454) Discussion, consideration, and possible action of recommending the installation of a DO NOT BLOCK INTERSECTION sign at the intersection of Glenhaven Drive and Reno Avenue.

Bundy addressed the council. Dawkins made a motion to approve, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

8. Discussion, consideration, and possible action of awarding the bid to and entering into a contract with 4M Trenching, LLC for \$2,042,499 to construct the North Side Utilities Sanitary Sewer Project. City Council delegates the Mayor to sign and execute the contract.

Bundy addressed the council. Bana made a motion to approve the award of bid and enter into the contract, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

9. Discussion, consideration and possible action to amend Chapter 30, Parks and Recreation, of Midwest City Municipal Code, Article I, In General, by amending Section 30-1, Park hours, posting signs, trespass, disorderly conduct; penalty; and providing for repealer and severability.

Ryan addressed the council. Byrne made a motion to approve Ordinance 3531, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

10. Discussion, consideration, and possible action of approving a resolution opposing the proposed Interstate Forty (I-40) and South Post Road location of the new Oklahoma County Detention Facility near Tinker Air Force Base, the Midwest City Multi-athletic Complex Facility, and certain Mid-Del Public Schools Campuses.

Eads made a motion to approve Resolution 2023-26, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Carolyn Doerr of 2528 Murray Dr. addressed the council concerning the traffic in front of Midwest City Middle School.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 8:16 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: October 24, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Risk Fund, expenditures/Risk Insurance (29) \$343,487. Workers Comp Fund, expenditures/Risk Insurance (29) \$1,129,100. Capital Improvements Fund, expenditures/Capital Improvements (57) \$25,000. Grants Fund, revenue/Intergovernmental (09) \$58,270; expenditures/Transfers Out (09) \$58,270.

The first supplement is needed to budget prior years' general liability case reserves per actuarial report. The second supplement is needed to budget prior years' workers compensation reserves per actuarial report. The third supplement is needed to budget repair of SE 29th Street east of Post Road. The fourth supplement is needed to budget revenue from CMAQ2022-05 Grant to be received from Association of Central Oklahoma Governments and transfer of revenue from Grants Fund to Reimbursed Projects Fund.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
October 24, 2023

Fund RISK (202)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
29	Risk Insurance			343,487	
		0	0	343,487	0
Explanation: To budget prior years' general liability case reserves per actuarial report. Funding to come from fund balance.					

Fund WORKERS COMP (204)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
29	Risk Insurance			1,129,100	
		0	0	1,129,100	0
Explanation: To budget prior years' workers compensation case reserves per actuarial report. Funding to come from fund balance.					

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			25,000	
		0	0	25,000	0
Explanation: To budget street repair of SE 29th St. east of Post Rd. Funding to come from fund balance.					

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Intergovernmental	58,270			
09	Transfers Out			58,270	
		58,270	0	58,270	0
Explanation: To budget revenue from CMAQ2022-05 Grant to be received from Association of Central Oklahoma Governments and transfer of revenue to Reimbursed Projects Fund.					



Midwest City Hall
100 N. Midwest Boulevard
Midwest City, OK 73110
rcoleman@midwestcity.org
Office: 405-739-1218
www.midwestcityok.org

TO: Honorable Mayor and City Council
FROM: Robert Coleman, Director of Economic Development
DATE: October 24, 2023

SUBJECT: Discussion, consideration and possible action, including any possible amendment, to enter into an agreement with Phillip Hildebrand, Hildebrand Farms, to lease approximately 64.66 acres located in the Southwest Quarter of Section 15, Township 12 North, Range 2 West, of the Indian Meridian (a/k/a 7251 NE 36th ST) for \$2,586.40 per year.

The City owns approximately 71.34 acres in the SW/4, Sec. 15, T12N, R02W, I.M, which is home to the former Animal Control Facility and the Police Department Training Range. It is directly across the street from the new Centrillum Protein site and borders Crutcho Creek. There is just under 65 acres available for use.

A request for proposals was announced in the September 13, 2023 edition of the Midwest City *Beacon* with a 2:00 PM, October 5, 2023 deadline for responding. We only received two proposals: 1) Hildebrand Farms; and 2) Keith Monroe.

It appears both parties quoted standard agricultural lease rates in their proposals, but the planned uses are entirely different. Mr. Hildebrand wants to plant crops and Mr. Monroe would like to use the site for hosting polo matches.

Staff has evaluated both proposals on their merits and feels Mr. Hildebrand's proposal is more advantageous because the property has traditionally been used for such purposes and Mr. Hildebrand's proposal appears to pose less of a liability and, therefore, less of a potential risk to the City.

This agreement is for only one year but includes automatic annual renewals.

Please contact my office at (405) 739-1218 or via e-mail (rcoleman@MidwestCityOK.org) with any questions.

Sincerely,

Robert Coleman
Director of Economic Development

Attachment: Proposed Lease with Hildebrand Farms
Submittal from Mr. Phil Hildebrand, Hildebrand Farms
Submittal from Mr. Keith Monroe

Agricultural Lease Agreement

THIS LEASE, made and entered into this _____ day of _____ 20__ by and between the City of Midwest City, an Oklahoma municipal corporation, hereinafter referred to as “Lessor”, and the *City of Midwest City*, a municipal corporation, hereinafter referred to "Lessor," and Hildebrand Farms, an individual, hereinafter referred to as “Lessee”;

WITNESSETH:

That Lessor, in consideration of the covenants and agreements herein set forth, does by these presents, demise, lease and let unto the Lessee the following described real property situated in Oklahoma County, State of Oklahoma, to-wit:

SEE EXHIBIT A

Herein known as the “Leased Premises.”

TO HAVE AND TO HOLD the same unto the said Lessee for a term commencing on November 1, 2023 and ending on October 31, 2024. This Lease shall terminate upon sixty (60) days written notice to the other party at any time during the Lease term. The termination may be for the whole or for only a part of the leased premises. Lessee shall receive damages for the early termination of the Lease for any growing crops at the rate of two-thirds (2/3) of the average yield for the previous three years except, if Lessor gives Lessee six (6) months notice, no damages are due or in the event Lessor is in Default as described in Section 10.

All growing crops and/or improvements shall become the property of the Lessor upon termination. However, if no damages are due in accordance with the above paragraph, Lessee shall be allowed to harvest any existing crop if at all feasible. Lessee shall utilize the leased premises only for agricultural crops and similar purposes and no livestock shall be allowed on the Leased Premises.

Lessee agrees to pay Lessor a monthly payments of \$215.53 prior to the first day of the month. A 15% late fee shall be added to the balance of any outstanding balance. This lease will automatically renew on November 1st of each year unless terminated in writing under the conditions stated hereinabove or unless there is a default by the Lessee as identified in Section 10. A yearly rent increase of 2.5% shall apply at the time of renewal.

Both parties to the Lease agree to the following terms, conditions and covenants:

- (1) It is hereby expressly understood and agreed by the parties hereto that, during the term of the Lease, Lessee will not commit any waste on said premises and shall not destroy, remove or deface any improvements on said property or damage or alter the same without first obtaining the written consent of Lessor. It is further expressly agreed and understood that no authorization exists in Lessee to subject the leased property or any part thereof to any mechanics' or materialmen's liens.
- (2) Lessor, and/or its agents, employees or contractors, shall have the right to enter the leased property at any time for the purpose of installing, maintaining or inspecting or repairing any and all utilities, water lines, sewer lines, drainage, storm water runoff way, creeks or the like during the term of the Lease. Lessee hereby waives any and all claims for damages that may occur to the agricultural products being grown or improvements on the leased premises if any damage results from the above stated actions by the Lessor. Waiver of damages shall include, but not be limited to, damage to growing crops, improvements and/or the loss of profit. Lessee hereby covenants that the notice by Lessor is not required prior to the entry of the leased premises. For regularly scheduled operations, every reasonable effort shall be made by Lessor to notify Lessee of the planned entry onto the Property.
- (3) Sludge from the City of Midwest City Water Resource Recovery Facility may be applied to the leased premises solely at the Lessee's discretion. Such application may be in liquid or cake form. In such instances, Lessee waives any and all damages that may result to the growing crops resulting from the application. Waiver of damages by Lessee shall include but not be limited to damage to the growing crops, improvements and loss of profit.
- (4) Lessee shall plant alfalfa or other perennial crops. The Environmental Services Director, by written notice, may allow a change in planting times and crops.
- (5) Lessee agrees that at the termination of the Lease; however such termination may occur, to quit and surrender the premises to the Lessor in as good condition as they were when the occupancy began hereunder, natural wear and tear from reasonable use thereof, and destruction of the premises by act of God or public enemy or unavoidable accident, excepted.
- (6) Lessee agrees to refrain from any operation or activity that produces airborne particulate matter that interferes with personnel conducting active training exercises at the City of Midwest City Police Department Firearms Training Center; furthermore, no equipment or materials may be stored

within twenty-five (25) feet of the center of the Railroad or Access Road at any time.

- (7) Lessee does hereby covenant and agree to indemnify and save Lessor harmless from any and all damages, claims and demands on any person or persons by reason of the occupancy and use of the premises by Lessee, or for any condition existing on the leased premises under the control of the Lessee.
- (8) Lessee does hereby covenant that he will as far as possible protect the premises from damage and that he will not sublease or assign this Lease without the prior written consent of Lessor.
- (9) It is further mutually understood and agreed that the covenants and conditions contained herein are the full and complete terms of this Agreement; and no alterations, amendments or modifications of the terms shall be binding unless first reduced to writing and signed by the parties hereto.
- (10) This Agreement may only be amended by agreement of the parties, all amendments must be in writing and signed by all parties.
- (11) The Lessee further agrees to comply with all requirements of all laws, orders, ordinances and regulations which shall impose any duty upon the occupant of the premises.
- (12) During the duration of this lease, Lessee must carry general liability coverage in the amount at a minimum of \$1,000,000 and name the City of Midwest City as an insured. A copy of proof of insurance must be on file with the City Clerk's Office prior to entering the Leased Premises.
- (13) In the event Lessee should default on any part of this Agreement, including in payment of rent by the date due at the address set forth herein on page four (4), Lessor shall give Lessee written notice of such default by certified mail addressed to Lessee at the address set forth on page four (4) herein above mentioned or post the notice on said property and Lessee shall have fifteen (15) days from the date of the postmark of said notice to correct such default. Should Lessee fail to correct such default in said fifteen (15) day period, Lessor may in addition to all rights available to Lessor under the laws of the State of Oklahoma in which the Leased Premises are located at Lessors option, terminate this Lease. In case of default by the Lessee in any other of the covenants on his/her part herein contained, Lessor may enforce the performance of this Lease in any manner provided by law, and at the option of the Lessor, this Lease may be terminated if such default continues for a period of fifteen (15) days after Lessor notifies the Lessee of such defaults and of Lessor's intention to declare the Lease forfeited, such notice to be sent by Lessor to Lessee by certified mail, addressed to Lessee at the address set forth on herein on page four (4) , and upon the expiration of said fifteen (15) day period (unless Lessee shall have within such period commenced the removal of such

default and thereafter shall proceed with due diligence until the default complained of has been removed or cured) this Lease shall cease and come to an end as if that were the day originally fixed for the expiration of the term thereof, and, Lessor's agent or attorney shall have the right without further notice or demand to re-enter and remove all persons from Lessee's property there from without being deemed guilty of any manner of trespass. In entering and taking possession reserved upon all goods, wares, chattels, implements, machinery, equipment, fixtures, tools and other personal property belonging to Lessee which are or may be put upon the Property. In defaulting, the Lessor also forgoes compensation for any plantings or crops on the Leased Premises.

- (14) The Laws of the State of Oklahoma will be used to interpret this contract. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.
- (15) It is further agreed that all the covenants and conditions contained herein shall extend to and be binding on the respective successors, heirs, administrations and assigns of the parties hereto.
- (16) The City of Midwest City is covered by the Oklahoma Tort Claims Act at 51 O.S. Sec. 151 *et seq.* Any claims for damages against the City of Midwest City (agents, employees, etc...) must be filed and comply with the requirements of the Oklahoma Tort Claims Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be dully executed as of the day and year first above set forth.

LESSEE:
Phillip Hildebrand
780 Turtle Creek DR
Choctaw, OK 73020

LESSOR:
The City of Midwest City
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110
Attention: City Clerk

BY: _____
Phillip Hildebrand

BY: _____
Hon. Mayor Matthew D. Dukes II

EXIHIBIT A

The Leased Premises

Approximately 64.66 acres M.O.L. lying in the Southwest Quarter of Section Fifteen (15), Township Twelve (12) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, OK as described in RB 3093, Page 157 in the Oklahoma County Clerk's Office and as illustrated on Page 6 of this Agreement; less and except the following sites:

1. Approximately 1.3 acres at 7221 NE 36th ST known as the former City of Midwest City Animal Control Facility, which is now leased by the City of Spencer, OK.
2. Approximately 5.5 acres located on the northeast corner of the property and being utilized by the City of Midwest City for a Police Department Firearms Training Center.
3. Approximately 1.0 acre Oil and Gas Lease located near the center of the property.
4. The right-of-way of the railroad.

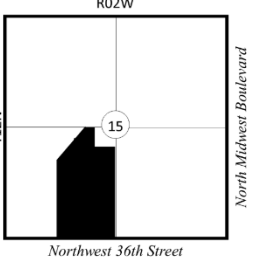
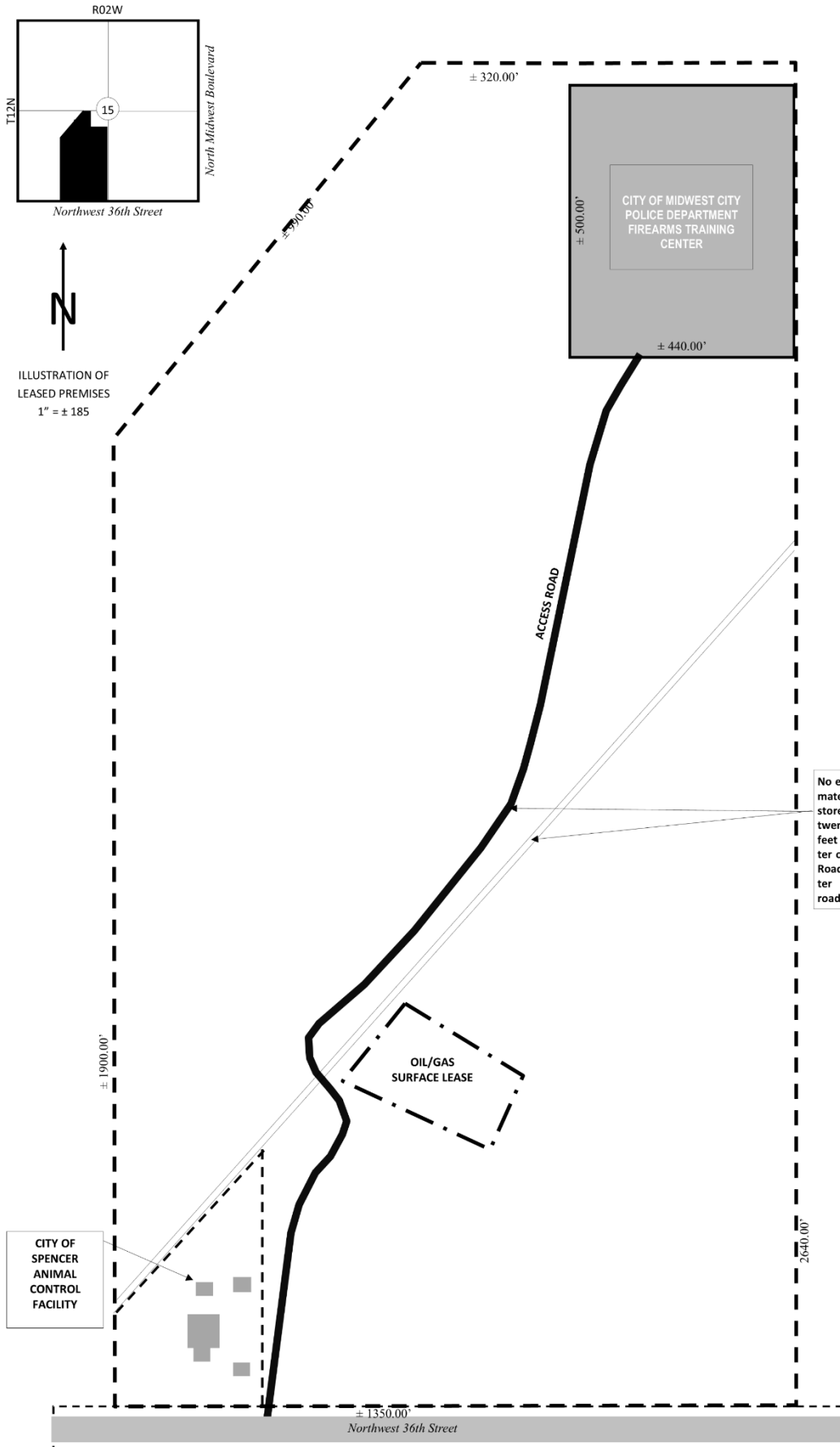


ILLUSTRATION OF LEASED PREMISES
 1" = $\pm 185'$

No equipment or materials may be stored within twenty-five (25) feet of the center of the Access Road or the center of the railroad at anytime.

PROPOSAL

To be completed by Respondent:

Proposed annual rent per acre: \$40.00 x 64.66 = \$2,586.40 total **ANNUAL** lease, payable in twelve (12) equal payments due by the first Tuesday of each month.

I Phillip Hildebrand hereby certify that I am duly authorized to submit this proposal, I have examined and carefully prepared this proposal from the written specifications and information of the City and have checked the same in detail before submitting said proposal to the City.

In compliance with this Request for Proposal and subject to all the Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to execute a lease and comply with all terms.

Date: 10/04/2023

Authorized Signature: 

Printed Name: Phillip Hildebrand

Title: Owner

Email: PDHildebrand05@gmail.com

Name of Business: Hildebrand Farms

Phone: 405-255-3234

Business Address: 780 Turtle Creek Drive

City/State/Zip: Choctaw/OK/73020

Notary Certification:

STATE OF OKLAHOMA)
 : SS
COUNTY OF OKLAHOMA)

Personally came before me this 4th day of October, 2023,

Phillip Hildebrand of Hildebrand Farms to me known to be such person(s)

executed the foregoing instrument and acknowledged the same.





Printed Name: Rachel Hildebrand

Notary Public, Oklahoma County, OK.

My Commission expires/is: 2/1/2027

Sworn Statement

I Phillip Hildebrand am writing this sworn statement to complete the Proposal in order to lease land from the City of Midwest City. I intend to farm the property. I have the capability to cultivate crops and harvest in a timely manner. I have been farming full time for six years. I have spent many years before these six years helping and learning from many other farmers. I have knowledge of all aspects of farming. I have raised many different crops such as wheat, oats, alfalfa, corn, soybeans etc. I have thoroughly and carefully examined the Proposal and the instructions within.



Phillip Hildebrand

Notary Certification:

State of Oklahoma)

:SS

County of Oklahoma)

Personally came before me this 4th day of October, 2023,
Phillip Hildebrand, of Hildebrand Farms to me known to be such person executed
the foregoing instrument and acknowledged the same.



Rachel Hildebrand

Notary Public, Oklahoma County, OK

My Commission expires: 2/1/2027

The city of Mid West City, October 1, 2023

I am interested in leasing the acreage at 7271 NE 36th street as described in the rfp.

Intended use for the property is largely agricultural (hay production) with 10 acres of the total being prepared for a private Bermuda grass polo field.

Activity on the property would include private horseback riding and polo practice at various times, weather and conditions permitting.

Indemnification of the city of Midwest city and rider participants through private insurance and the United states Polo Association would be provided and maintained.

United States Polo Association

9011 Lake Worth Road

Lake Worth Fla., 33467

Ground preparation would consist of leveling, sprigging, fertilizing and the constant mowing to encourage a manicured field.

Margins along the road, fences, and tree lines would be mowed and kept in good order and condition to promote a landscaped beauty.

No livestock or equipment would be permanently stored or kept on the property.

If a public event is considered, proper zoning and special event permits would be sought well in advance with terms and conditions understood and adhered to.

Further improvements, if desired and approved, could be funded through private donations and the USPA support initiatives.

To the best of my knowledge, I have properly read and completed the instructions.

I have reviewed the proposed lease document.

I have been given permission to enter the property and have personally visited the site.

I understand the other uses on and around the property.

I have the ability to farm for hay production and the resources to provide for necessary landscaping and maintenance.

A handwritten signature in black ink, appearing to read "Keith Monroe". The signature is written in a cursive, flowing style.

Thank you for your consideration

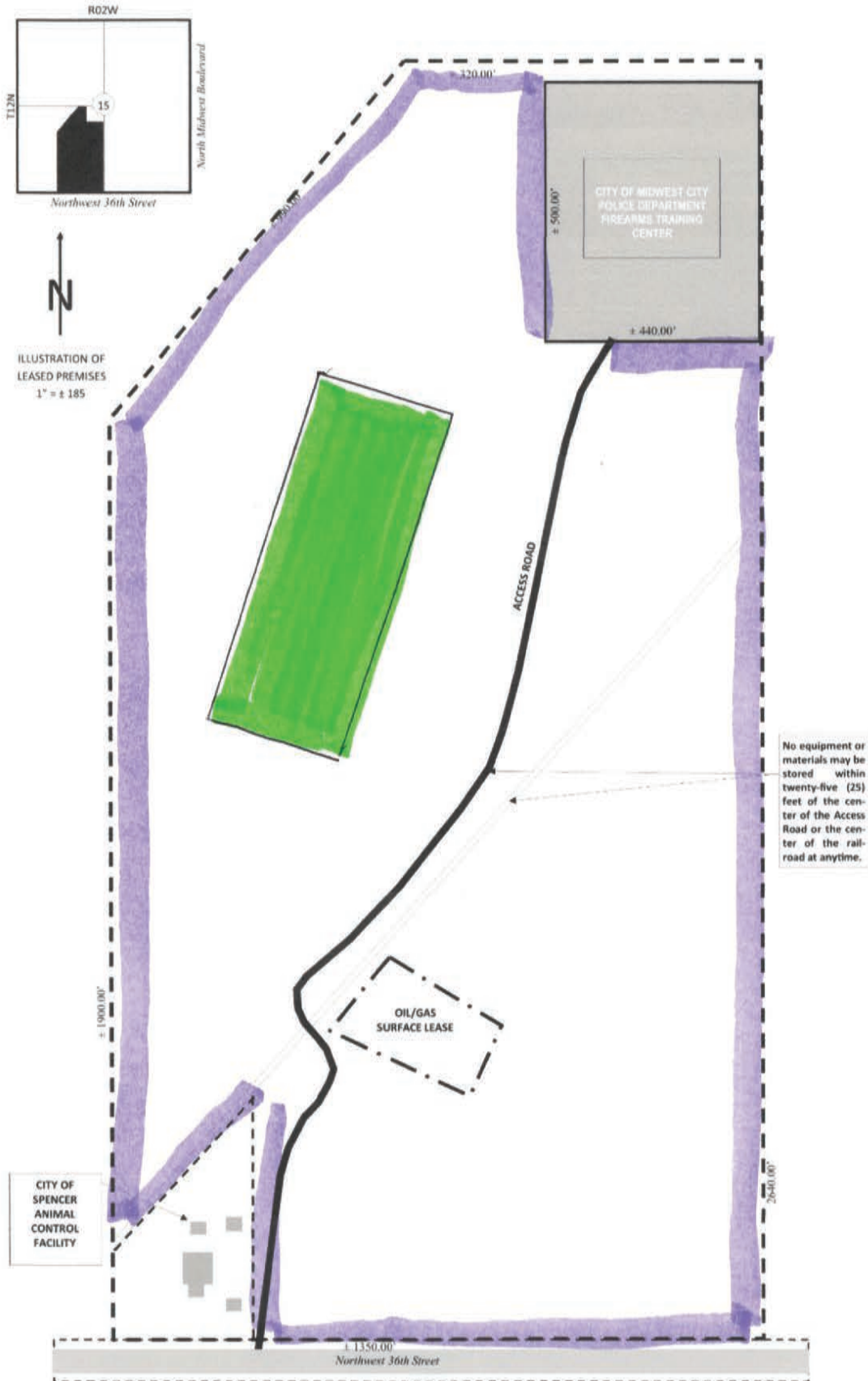
Keith Monroe 405-664-3169

2328 nw 55 street

Oklahoma city ok 73112

EXHIBIT 'A'

THE PREMISES





**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of entering into a Memorandum of Understanding with City of Del City in regards to the signal upgrade project application to upgrade signals; particularly the signals located at Sooner Rd / NE 10th St and Sooner Rd / Reno Ave.

This Memorandum of Understanding (MOU) will further support our project application to upgrade the signals at five (5) locations; making our project more competitive.

The two signals listed are on the shared corporate boundary between Midwest City and Del City but are currently maintained solely by Midwest City. Because the project qualifies as a safety project; this project is eligible for 100% federal funding for design and construction. Midwest City will lead this project all the way through to construction and is not seeking any obligation from Del City other than their support on this application.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is executed this ___ day of October, 2023 by and between the City of Del City, (“Del City”), and the City of Midwest City, (“Midwest City”).

WITNESSETH:

WHEREAS, Del City supports and is in favor of a project funded by the Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) to improve signals; notably the signals located at the intersections of Sooner Rd / NE 10th St and Sooner Rd / Reno Ave which are on the shared corporate boundary between both Del City and Midwest City; and

WHEREAS, Midwest City intends to apply for federal funds through Association of Central Oklahoma Governments (ACOG) and if awarded federal funds will proceed with said project; and

WHEREAS, Midwest City engineering has prepared a preliminary construction estimate for the project; and

WHEREAS, Federal participation under the terms of the STBG-UZA Safety Program is 100% of the project engineering and construction cost; and

WHEREAS, Midwest City will agree to fund any project cost overruns if necessary.

NOW THEREFORE, the parties agree as follows:

1. Midwest City shall take the lead in the project and pay any project cost overruns if necessary.
2. The parties agree that this MOU includes all the covenants, stipulations and provisions agreed upon by the parties. All amendments shall be in writing and approved by all parties.
3. This Agreement shall become effective upon the approval of the project for STBG-UZA funding.

APPROVED by the City Council of the City of Del City this _____ day of October, 2023.

ATTEST:

THE CITY OF DEL CITY

City Clerk

MAYOR

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

William Wheeler, City of Del City
City Attorney

APPROVED by the City Council of the City of Midwest City this 24th day of October, 2023.

ATTEST:

THE CITY OF MIDWEST CITY

City Clerk

MAYOR

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

Don Maisch , City of Midwest City
City Attorney



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to resurface Air Depot Blvd from SE 15th St to Reno Ave and reconstruct the intersection of Air Depot Blvd and Reno Ave.

The proposed project is to:

- Resurface and improve Air Depot Blvd from SE 15th St to Reno Ave
- Reconstruct the intersection of Air Depot Blvd and Reno Ave.

This will include sidewalk throughout the project as well as access management efforts (raised medians and consolidated drives) as recommended by the Air Depot Corridor Plan, accepted by the City Council on December 6, 2022. Many of the recommendations are also in the City's adopted Comprehensive Plan.

The project will support a revitalization of the Air Depot corridor through these efforts. The access management will reduce congestion and increase safety by eliminating vehicle conflicts.

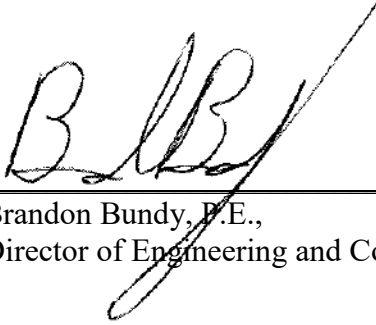
The accompanying programming resolution is required in order to have the referenced project considered in the Association of Central Oklahoma Governments update of the four year Transportation Improvement Plan (TIP). All projects that apply for federal aid funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area.

- 80% Federal Funds: \$6,816,000
- 20% Local Match: \$1,704,000
- Estimated total cost - \$8,520,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match, acquire right of way, and do necessary utility relocations. New this year is that engineering is now eligible for federal funding which would follow the same 80/20 ratio and is included in the estimate. The right of way and utility relocations efforts for this project are expected to be substantial.

Project selection is slated for February 2024.

Staff recommends acceptance as this is consistent with past policy

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line. The signature is stylized and cursive.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**RESOLUTION
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT - URBANIZED
AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows:
Resurfacing of Air Depot Blvd from SE 15th St to Reno Ave and reconstruct the intersection of Air Depot Blvd and Reno Ave, and

WHEREAS, the engineer's preliminary estimate of cost is **\$8,520,000**, and Federal participation under the terms of the *Infrastructure Investment and Jobs Act (IIJA)* relating to Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) funds is hereby requested for funding 80% of the project cost, which is estimated at **\$6,816,000**, and

WHEREAS, the City proposes to use its Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at **-\$1,704,000**, and

WHEREAS, no City funds are committed by this action, and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor/Chairman this 24th day of October, 2023.

ATTEST:

City Clerk

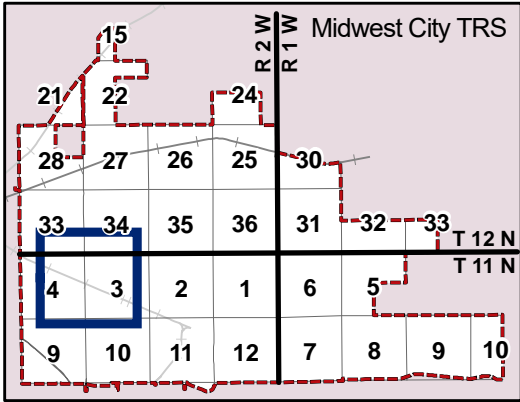
Mayor

Approved as to form and legality

City Attorney



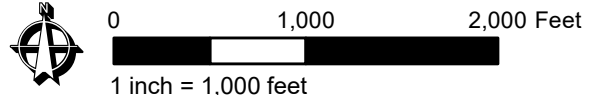
Locator Map



S AIR DEPOT BLVD Improvements (SE 15th St to E Reno Ave) 4/2023 Nearmap Aerial Image

- Legend**
- City Park
 - Trail
 - Active Railroad
 - Inactive / Closed RR

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.





**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a federal aid programming resolution for inclusion into the Transportation Improvement Plan for a project to resurface Post Road from Reno Avenue to NE 10th Street.

This project would be to resurface Post Road from Reno Avenue to NE 10th Street. It is an existing two lane roadway in need of a simple resurfacing. This is meant to be a simple project to streamline the federal-aid process.

The accompanying programming resolution is required in order to have the referenced project considered in the Association of Central Oklahoma Governments update of the four year Transportation Improvement Plan (TIP). All projects that apply for federal aid funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area.

- 80% Federal Funds: \$624,000
- 20% Local Match: \$156,000
- Estimated total cost - \$780,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match and hire a design consultant. Although engineering is an eligible expense, this project will be a minor project which would benefit more by hiring our own consultant.

Project selection is slated for February 2024.

Staff recommends acceptance as this is consistent with past policy



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**RESOLUTION
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT - URBANIZED
AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows:
Resurfacing of Post Rd; Reno Ave to NE 10th St, and

WHEREAS, the engineer's preliminary estimate of cost is **\$780,000**, and Federal participation under the terms of the *Infrastructure Investment and Jobs Act (IIJA)* relating to Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) funds is hereby requested for funding 80% of the project cost, which is estimated at **\$624,000**, and

WHEREAS, the City proposes to use its Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at **-\$156,000**, and

WHEREAS, no City funds are committed by this action, and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor/Chairman this 24th day of October, 2023.

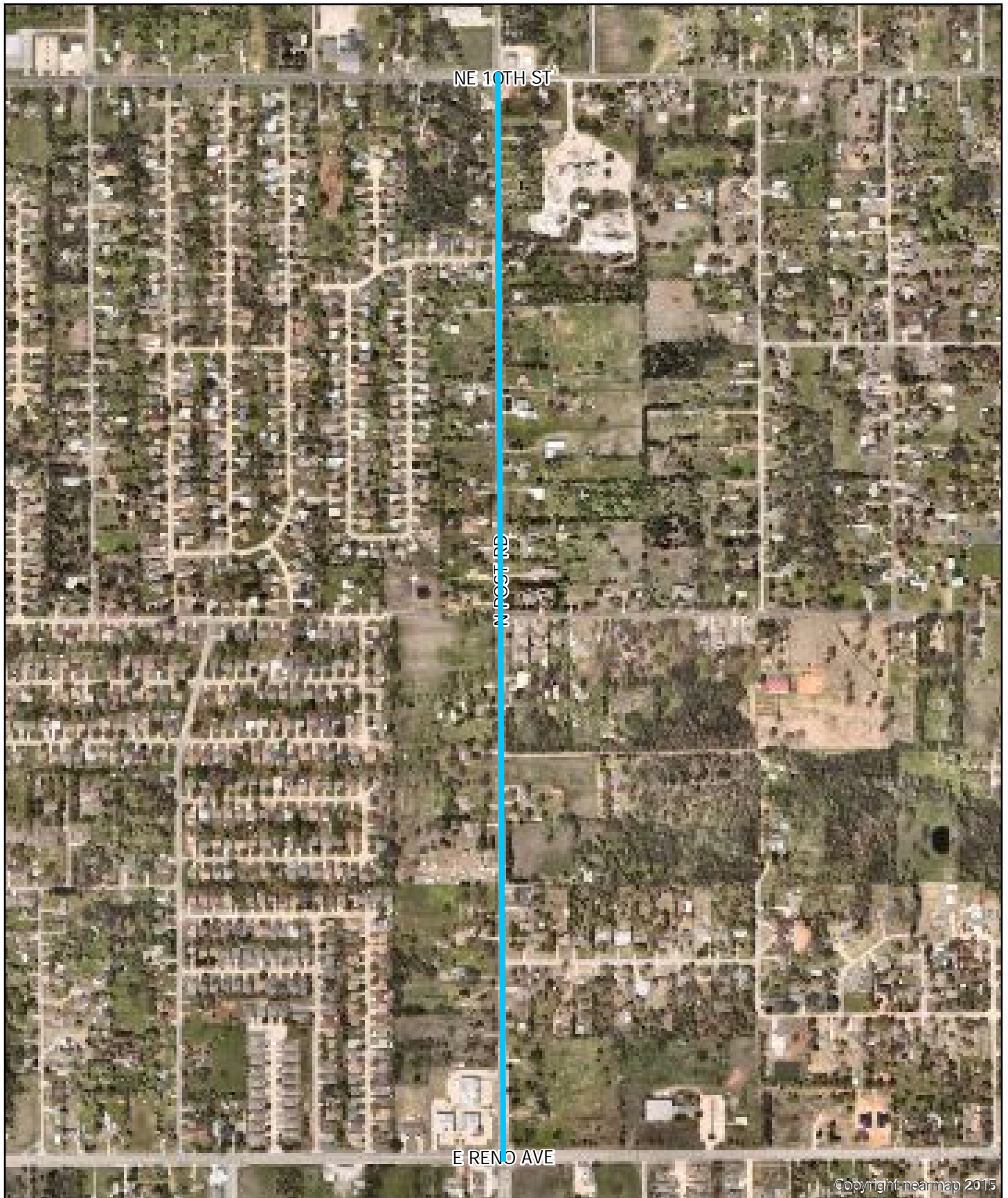
ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney



Copyright nearmap 2015

DISCLAIMER

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1 in = 650 ft
when printed actual size
on 8-1/2"x11" paper



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for the following project: SE 29th St, repaving from Douglas Blvd to Westminster Rd, a new signal at MAC, and roundabout at intersection of SE 29th St and Westminster Rd.

In the proposed project; the SE 29th St corridor between Douglas Blvd and Westminster Rd would be addressed.

- Douglas Blvd to Westminster Rd resurfacing with sidewalk added on the north side
- A turn lane and signal to be added at the entrance to Multi-Athletic Complex (MAC)
- Reconstructing the existing 4 way stop sign at SE 29th St and Westminster Rd and instead consider first a roundabout for added capacity and increased safety.

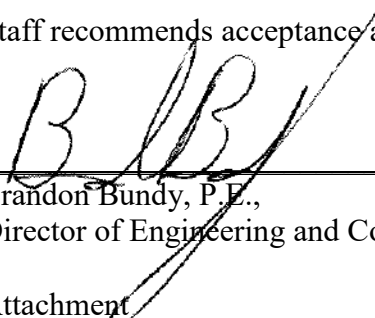
The accompanying programming resolution is required in order to have the referenced project considered in the Association of Central Oklahoma Governments update of the four year Transportation Improvement Plan (TIP). All projects that apply for federal aid funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area.

- 80% Federal Funds: \$5,720,000
- 20% Local Match: \$1,430,000
- Estimated total cost - \$7,150,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match, acquire right of way, and do necessary utility relocations. New this year is that engineering is now eligible for federal funding which would follow the same 80/20 ratio and is included in the estimate.

Project selection is slated for February 2024.

Staff recommends acceptance as this is consistent with past policy



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**RESOLUTION
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT - URBANIZED
AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows:
Repaving of SE 29th St from Douglas Blvd to Westminster Rd, new signal at MAC, roundabout at intersection between SE 29th St / Westminster Rd, and

WHEREAS, the engineer's preliminary estimate of cost is **\$7,150,000**, and Federal participation under the terms of the *Infrastructure Investment and Jobs Act (IIJA)* relating to Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) funds is hereby requested for funding 80% of the project cost, which is estimated at **\$5,720,000**, and

WHEREAS, the City proposes to use its Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at **-\$1,430,000**, and

WHEREAS, no City funds are committed by this action, and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor/Chairman this 24th day of October, 2023.

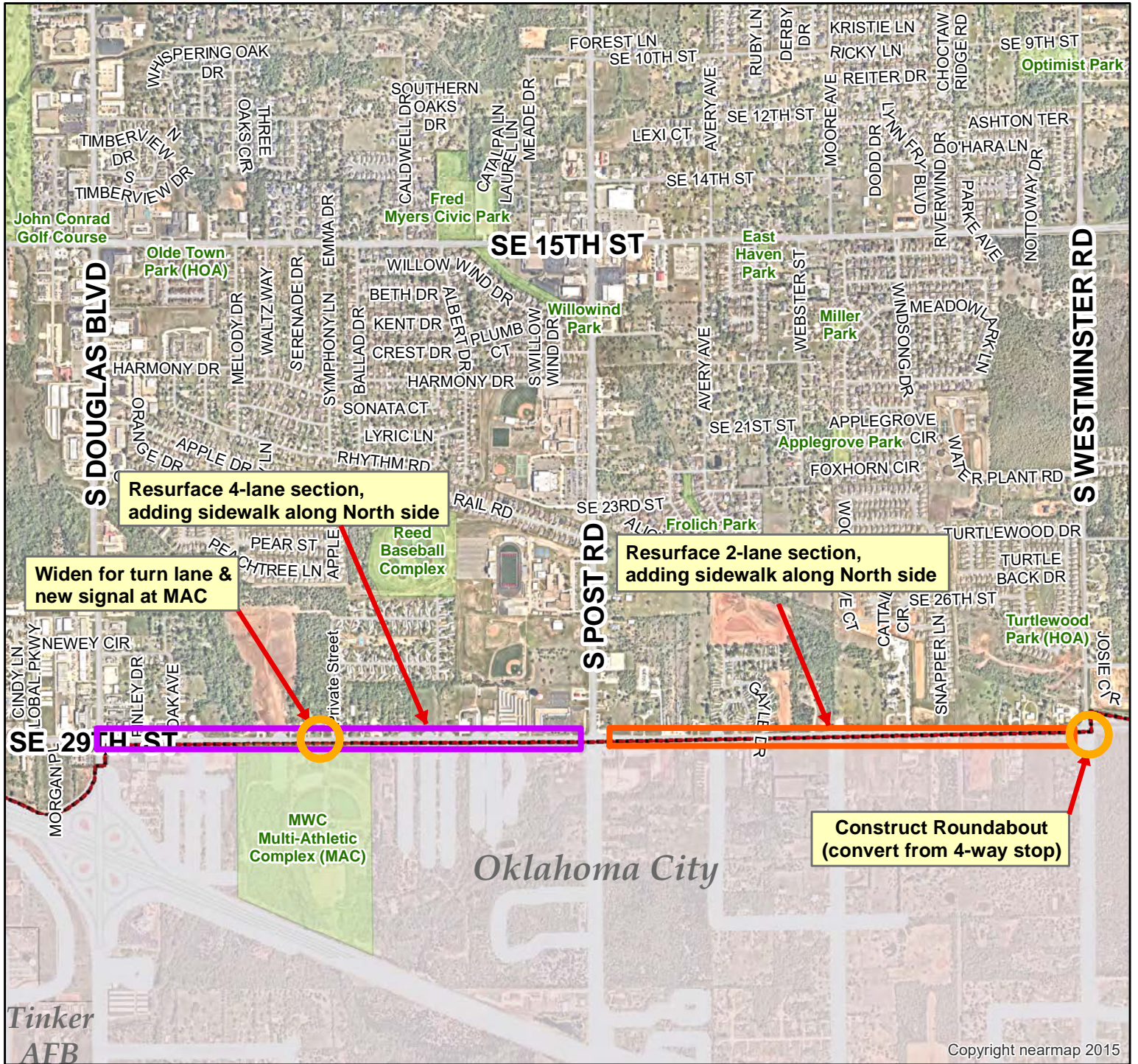
ATTEST:

City Clerk

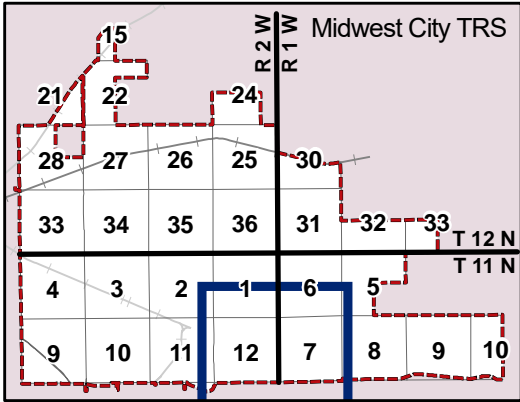
Mayor

Approved as to form and legality

City Attorney



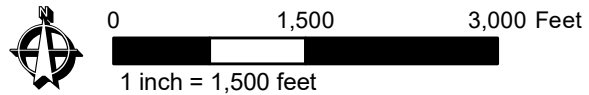
Locator Map



SE 29TH ST Improvements (S Douglas Blvd - S Westminster Blvd) 4/2023 Nearmap Aerial Image

- Legend**
- MWC City Limits
 - City Parks
 - Surrounding City Limits

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to construct sidewalk in six (6) locations in the City.

Six locations were identified to include into a package to submit for a competitive program to secure federal funding. The potential for federal funding will allow the City to fund needed sidewalk projects where local funding has been difficult. The six locations include:

- Constructing a sidewalk on east side of Post Rd from SE 15th St to SE 10th St. This project has been identified by the Sidewalk Committee as a priority sidewalk project in the City.
- Constructing a sidewalk on west side of Douglas Blvd from Harmony Dr to SE 15th St.
- Widen the sidewalk to a trail standard along S Douglas Boulevard. The area in question would widen the sidewalk to SE 15th St.
- Constructing a sidewalk along the north side of Tinker Diagonal from Sooner Rd to Warren Dr.
- Constructing a sidewalk along the south side of Reno Ave from Sooner Rd to Woodside Dr.
- Constructing a sidewalk along the south side of NE 10th St from Spencer Rd to Douglas Blvd.

The accompanying programming resolution is required in order to have the referenced project considered in the Association of Central Oklahoma Governments update of the four year Transportation Improvement Plan (TIP). All projects that apply for federal aid funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area.

- 80% Federal Funds: \$1,680,000
- 20% Local Match: \$420,000
- Estimated total cost - \$2,100,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match, acquire right of way, and do necessary utility relocations. New this year is that engineering is now eligible for federal funding which would follow the same 80/20 ratio and is included in the estimate.

Project selection is slated for February 2024.

Staff recommends acceptance as this is consistent with past policy

A handwritten signature in black ink, appearing to read 'B. Bundy', written over a horizontal line.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**RESOLUTION
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT - URBANIZED
AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows:
Construct sidewalk in six locations at various locations within Midwest City, and

WHEREAS, the engineer's preliminary estimate of cost is **\$2,100,000**, and Federal participation under the terms of the *Infrastructure Investment and Jobs Act (IIJA)* relating to Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) funds is hereby requested for funding 80% of the project cost, which is estimated at **\$1,680,000**, and

WHEREAS, the City proposes to use its Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at **-\$420,000**, and

WHEREAS, no City funds are committed by this action, and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor/Chairman this 24th day of October, 2023.

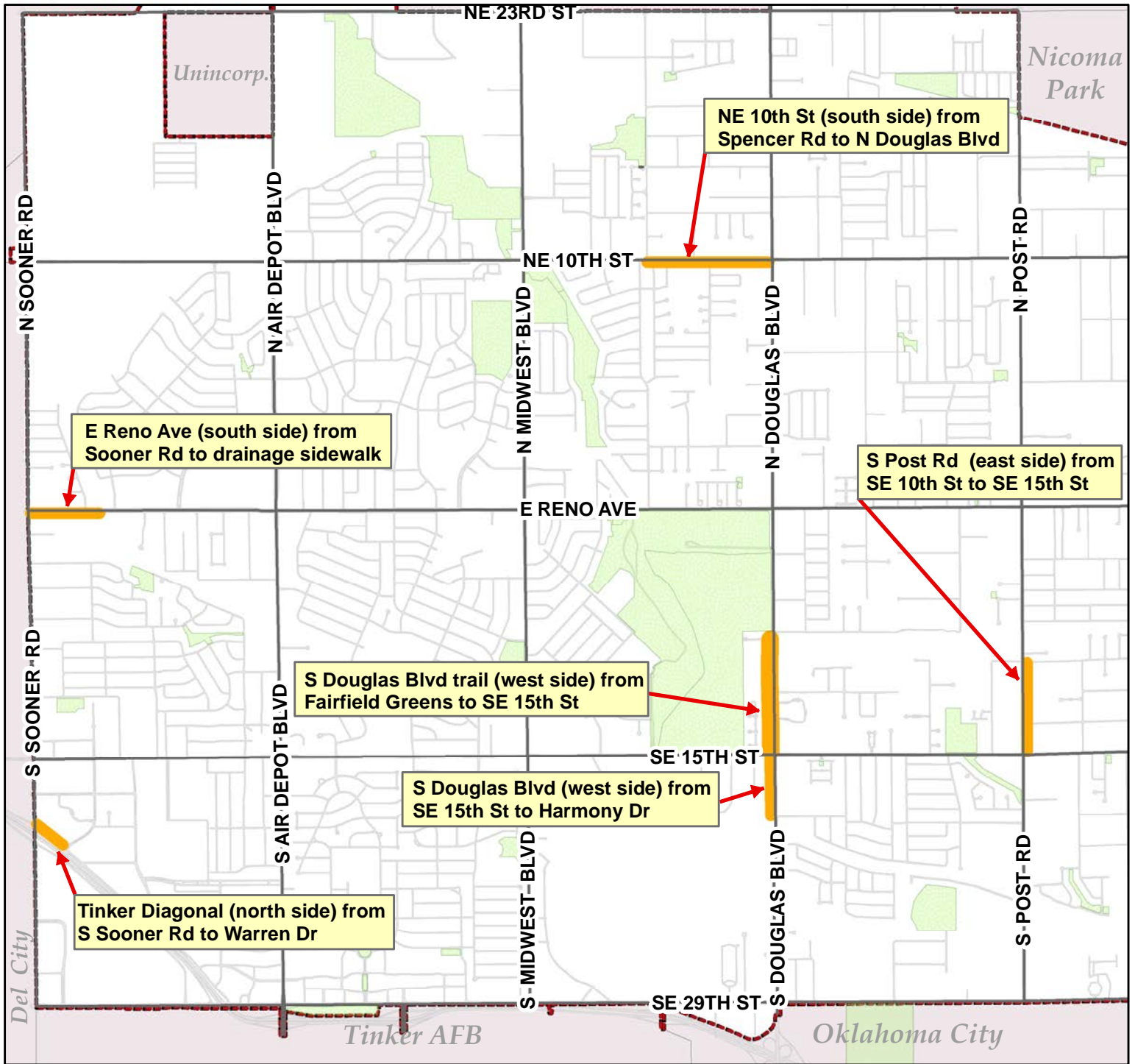
ATTEST:

City Clerk

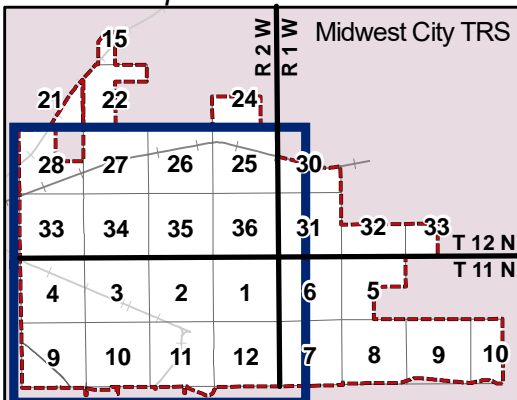
Mayor

Approved as to form and legality

City Attorney









Locator Map

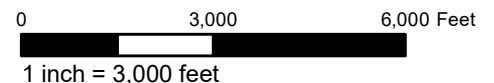


SIDEWALK UPGRADE LOCATIONS GENERAL MAP OF MIDWEST CITY

Sidewalk Legend

-  Sidewalk
-  Trail sidewalk
-  Streets
-  City Parks
-  Surrounding City Limits
-  MWC City Limits

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**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to construct sidewalk in four (4) locations in the City.

This is a package of four locations that are also being applied for as part of ACOG's Air Quality Small Grant program. This project would be the secondary option should those grants not be awarded.

- Constructing a sidewalk along the north side of NE 23rd St from Air Depot Blvd to America Dr (SCIP) and include two new bus pads. American Glass originally requested this project for their future workforce.
- Replacement of the trail bridge over Soldier Creek in Tom Poore Park. New bridge would be of sufficient width and capacity to allow maintenance vehicles to cross.
- Constructing a new trail segment from the existing Soldier Creek trail east to Woodside Dr along the Soldier Creek Tributary 4.
- Constructing a sidewalk along the south side of SE 15th St from Sooner Rd to Warren Dr.

The accompanying programming resolution is required in order to have the referenced project considered in the Association of Central Oklahoma Governments update of the four year Transportation Improvement Plan (TIP). All projects that apply for federal aid funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area.

- 80% Federal Funds: \$1,456,000
- 20% Local Match: \$364,000
- Estimated total cost - \$1,820,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match, acquire right of way, and do necessary utility relocations. New this year is that engineering is now eligible for federal funding which would follow the same 80/20 ratio and is included in the estimate.

Project selection is slated for February 2024.

Staff recommends acceptance as this is consistent with past policy

A handwritten signature in black ink, appearing to read 'B. Bundy', written over a horizontal line.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**RESOLUTION
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT - URBANIZED
AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows:
Construct sidewalk in four locations at various locations within Midwest City, and

WHEREAS, the engineer's preliminary estimate of cost is **\$1,820,000**, and Federal participation under the terms of the *Infrastructure Investment and Jobs Act (IIJA)* relating to Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) funds is hereby requested for funding 80% of the project cost, which is estimated at **\$1,456,000**, and

WHEREAS, the City proposes to use its Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at **-\$364,000**, and

WHEREAS, no City funds are committed by this action, and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor/Chairman this 24th day of October, 2023.

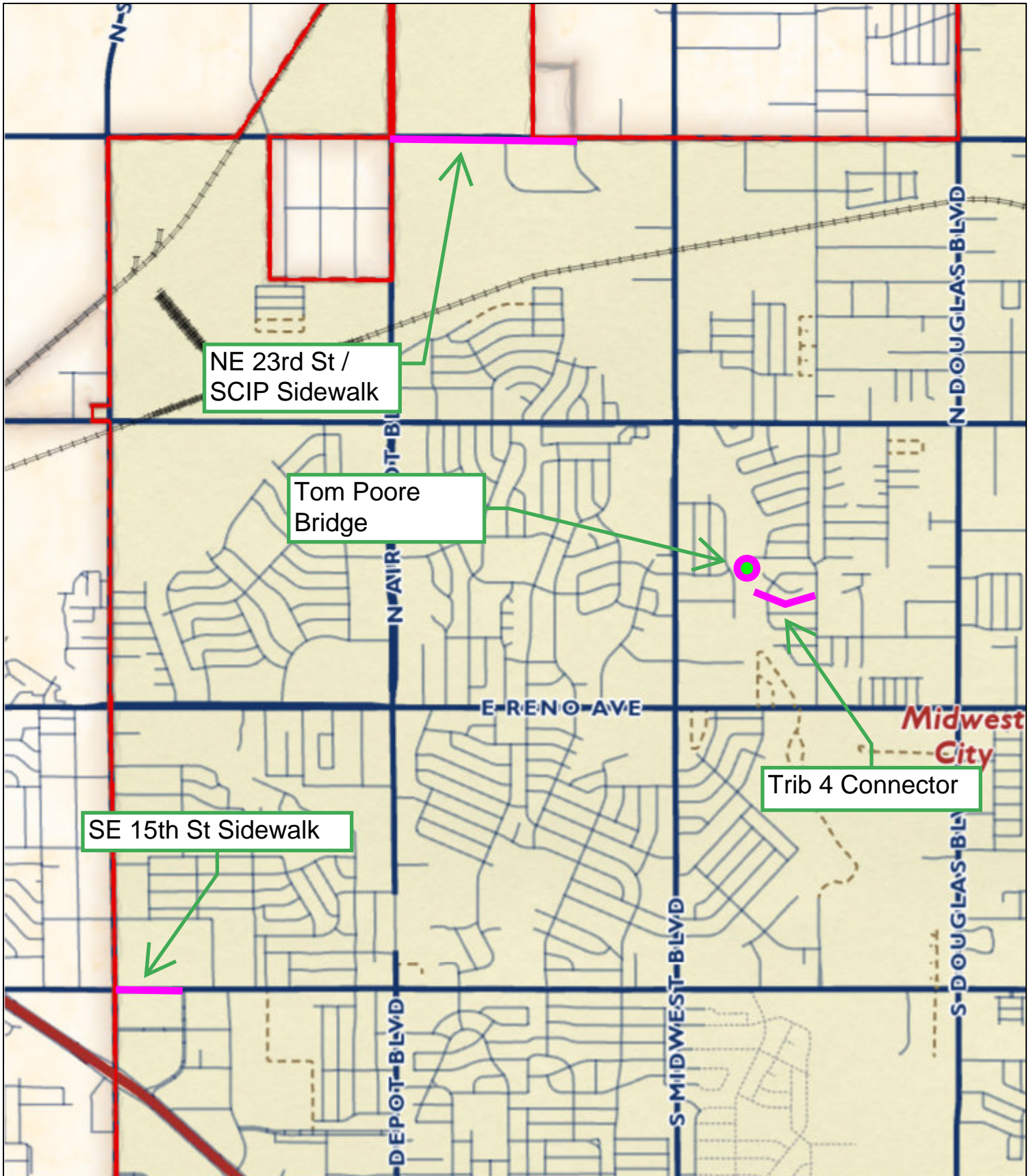
ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney



Legend



Special Utility Assessments

1 in = 3,009 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

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**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to upgrade five (5) signals at various locations throughout the City for the purposes of improving pedestrian access and safety.

The following intersections are part of this proposed project.

- SE 29th St / Industrial Dr
- I-40 Blvd / Hudiburg Dr
- Adair Blvd / Hudiburg Dr
- Reno Ave / Sooner Rd
- NE 10th St / Sooner Rd


The accompanying programming resolution is required in order to have the referenced project considered in the Association of Central Oklahoma Governments update of the four year Transportation Improvement Plan (TIP). All projects that apply for federal aid funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area.

This project qualifies as a safety project which provides 100% federal funding for construction, estimated as **\$1,240,000.**

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to acquire right of way and do necessary utility relocations. New this year is that engineering is now eligible for federal funding and is included in the estimate.

Project selection is slated for February 2024.

Staff recommends acceptance as this is consistent with past policy



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**RESOLUTION
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT - URBANIZED
AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows: Signal Upgrade, Improving five (5) signals for the purpose of providing access to pedestrians and improving safety, and

WHEREAS, the engineer's preliminary estimate of cost is **\$1,240,000** and Federal participation under the terms of the *Infrastructure Investment and Jobs Act (IIJA)* relating to Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) funds is hereby requested for funding 100% of the project cost, and

WHEREAS, no City funds are committed by this action, and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor/Chairman this 24th day of October, 2023.

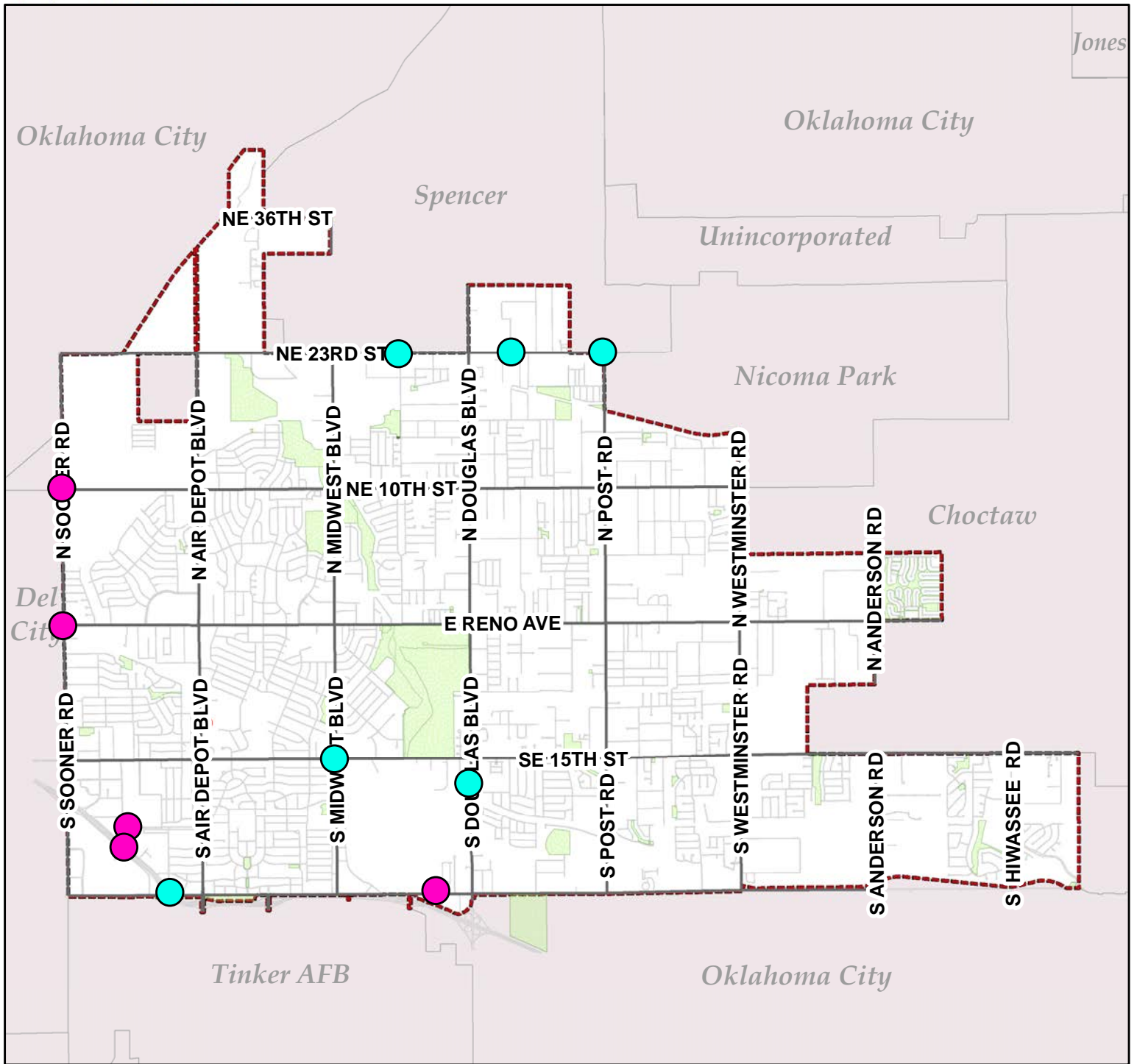
ATTEST:

City Clerk

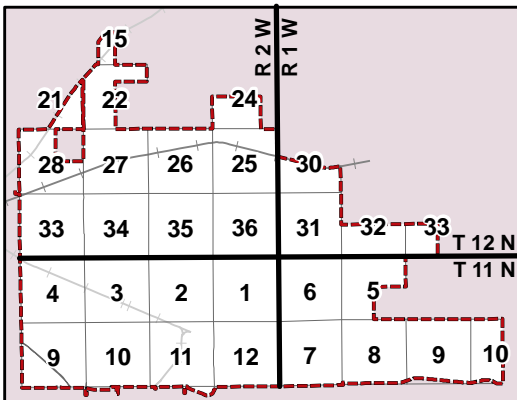
Mayor

Approved as to form and legality

City Attorney



Midwest City Township-Range-Section



TRAFFIC SIGNAL UPGRADE LOCATIONS GENERAL MAP OF MIDWEST CITY

Traffic Signal Legend

- FFY 2025
- FFY 2026
- Streets
- City Parks
- Surrounding City Limits
- MWC City Limits

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0 5,500 11,000 Feet
1 inch = 5,500 feet



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to restripe various locations throughout the City.

The accompanying programming resolution is required in order to have the referenced project considered in the Association of Central Oklahoma Governments update of the four year Transportation Improvement Plan (TIP). All projects that apply for federal aid funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area.

This project qualifies as a safety project which provides 100% federal funding for construction, estimated as **\$580,000.**

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to acquire right of way and do necessary utility relocations. New this year is that engineering is now eligible for federal funding and is included in the estimate.

Project selection is slated for February 2024.

Staff recommends acceptance as this is consistent with past policy



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**RESOLUTION
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT - URBANIZED
AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows: Striping City Wide 7, Various Locations, and

WHEREAS, the engineer's preliminary estimate of cost is **\$580,000** and Federal participation under the terms of the *Infrastructure Investment and Jobs Act (IIJA)* relating to Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) funds is hereby requested for funding 100% of the project cost, and

WHEREAS, no City funds are committed by this action, and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor/Chairman this 24th day of October, 2023.

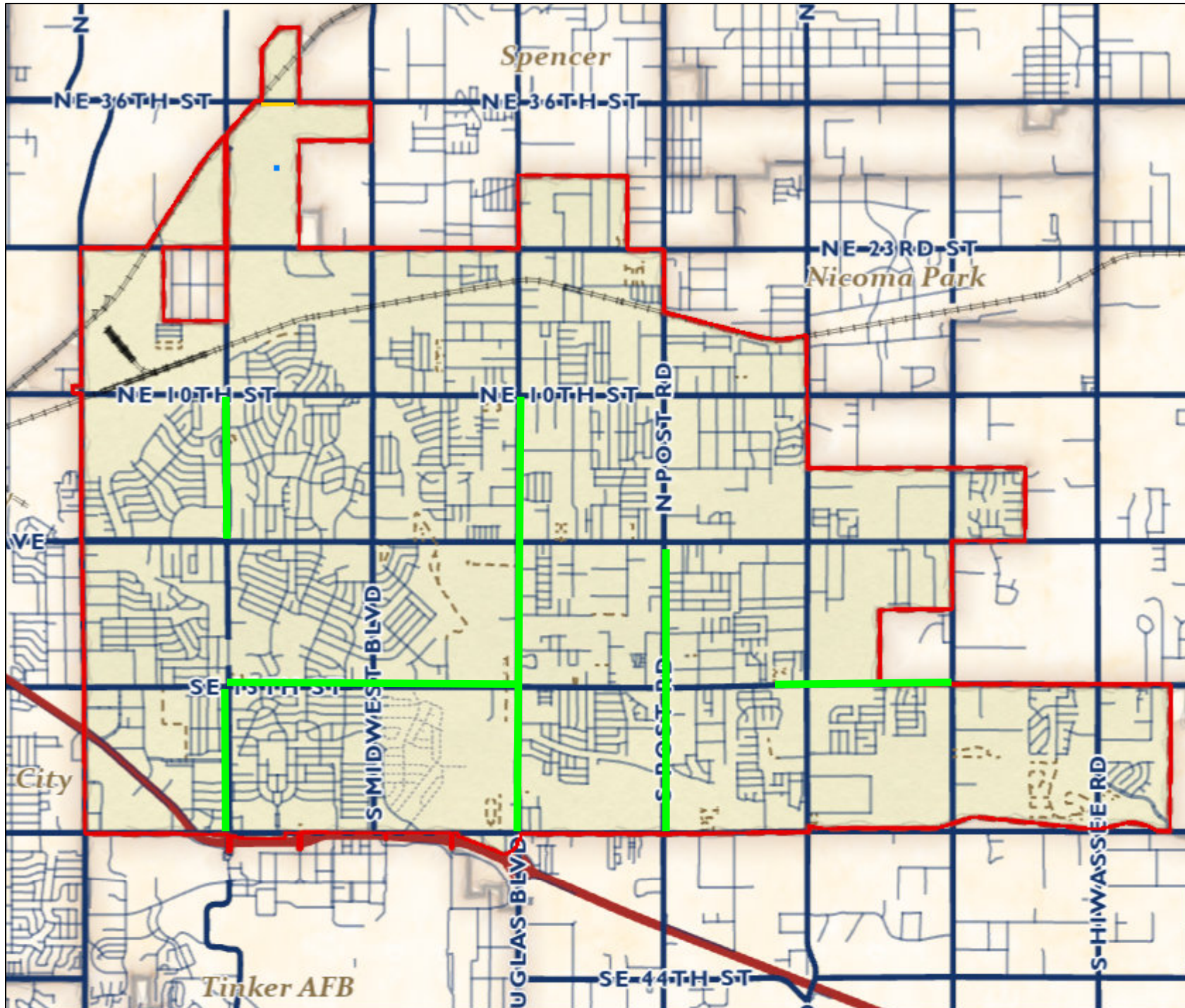
ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney



Legend



1 in = 6,019 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

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Engineering and
Construction Services
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to upgrade six (6) signals at various locations throughout the City for the purposes of improving pedestrian access and safety.

The following intersections are part of this proposed project.

- Douglas Blvd / Harmony Dr
- SE 15th St / Midwest Blvd
- SE 29th St / I-40 overpass
- NE 23rd St / Spencer Rd
- NE 23rd St / Walmart entrance
- NE 23rd St / Post Rd

The accompanying programming resolution is required in order to have the referenced project considered in the Association of Central Oklahoma Governments update of the four year Transportation Improvement Plan (TIP). All projects that apply for federal aid funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area.

This project qualifies as a safety project which provides 100% federal funding for construction, estimated as **\$1,280,000.**

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to acquire right of way and do necessary utility relocations. New this year is that engineering is now eligible for federal funding and is included in the estimate.

Project selection is slated for February 2024.

Staff recommends acceptance as this is consistent with past policy

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**RESOLUTION
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT - URBANIZED
AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows: Signal Upgrade, Improving six (6) signals for the purpose of providing access to pedestrians and improving safety, and

WHEREAS, the engineer's preliminary estimate of cost is **\$1,280,000** and Federal participation under the terms of the *Infrastructure Investment and Jobs Act (IIJA)* relating to Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) funds is hereby requested for funding 100% of the project cost, and

WHEREAS, no City funds are committed by this action, and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor/Chairman this 24th day of October, 2023.

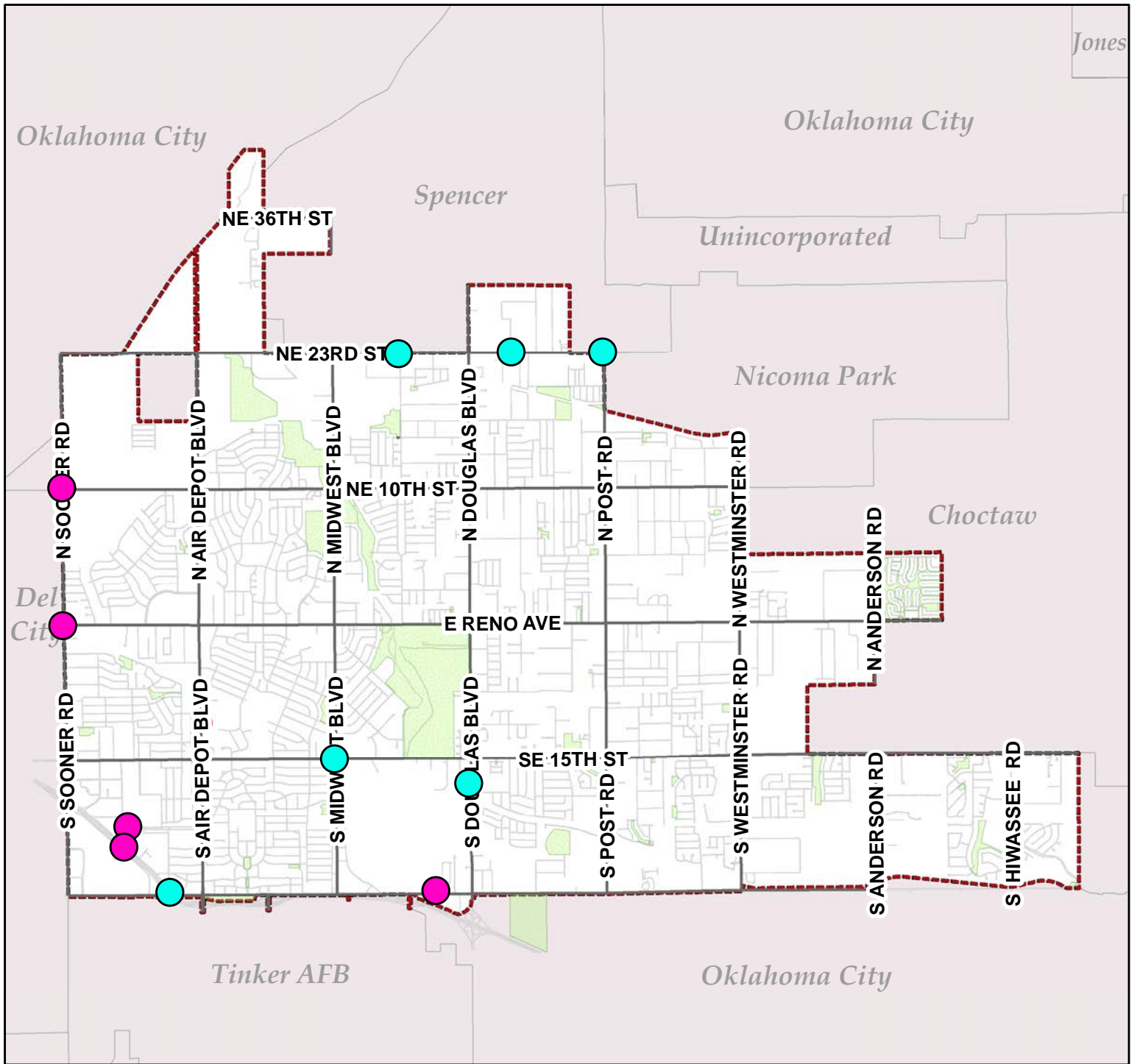
ATTEST:

City Clerk

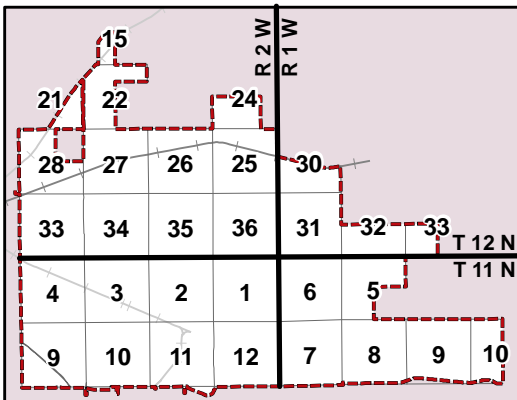
Mayor

Approved as to form and legality

City Attorney



Midwest City Township-Range-Section

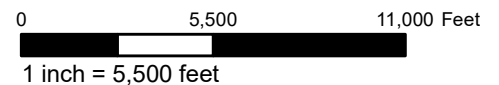


TRAFFIC SIGNAL UPGRADE LOCATIONS GENERAL MAP OF MIDWEST CITY

Traffic Signal Legend

- FFY 2025
- FFY 2026
- Streets
- City Parks
- Surrounding City Limits
- MWC City Limits

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.





**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to repave SE 15th St from Midwest Blvd to Douglas Blvd, as well as, trail, sidewalk, and other improvements.

In the proposed project; SE 15th St between Midwest Blvd and Douglas Blvd would be resurfaced including:

- Improvement to the Soldier Creek crossing
- Conversion of the sidewalk along golf course to trail width
- Trail and sidewalk along the south side of SE 15th St
- Improvements to the Ocala and Century signals
- Driveway improvements to the entrance of Public Works and Fire Station #6.

The accompanying programming resolution is required in order to have the referenced project considered in the Association of Central Oklahoma Governments update of the four year Transportation Improvement Plan (TIP). All projects that apply for federal aid funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area.

- 80% Federal Funds: \$4,256,000
- 20% Local Match: \$1,064,000
- Estimated total cost - \$5,320,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match, acquire right of way, and do necessary utility relocations. New this year is that engineering is now eligible for federal funding which would follow the same 80/20 ratio and is included in the estimate.

Project selection is slated for February 2024.

Staff recommends acceptance as this is consistent with past policy

A handwritten signature in black ink, appearing to read 'B. Bundy', written over a horizontal line.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**RESOLUTION
PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT - URBANIZED
AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows: Repaving of SE 15th St from Midwest Blvd to Douglas Blvd including trail, sidewalk, and improvements to the Soldier Creek crossing, and

WHEREAS, the engineer's preliminary estimate of cost is **\$5,320,000**, and Federal participation under the terms of the *Infrastructure Investment and Jobs Act (IIJA)* relating to Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) funds is hereby requested for funding 80% of the project cost, which is estimated at **\$4,256,000**, and

WHEREAS, the City proposes to use its Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at **-\$1,064,000**, and

WHEREAS, no City funds are committed by this action, and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor/Chairman this 24th day of October, 2023.

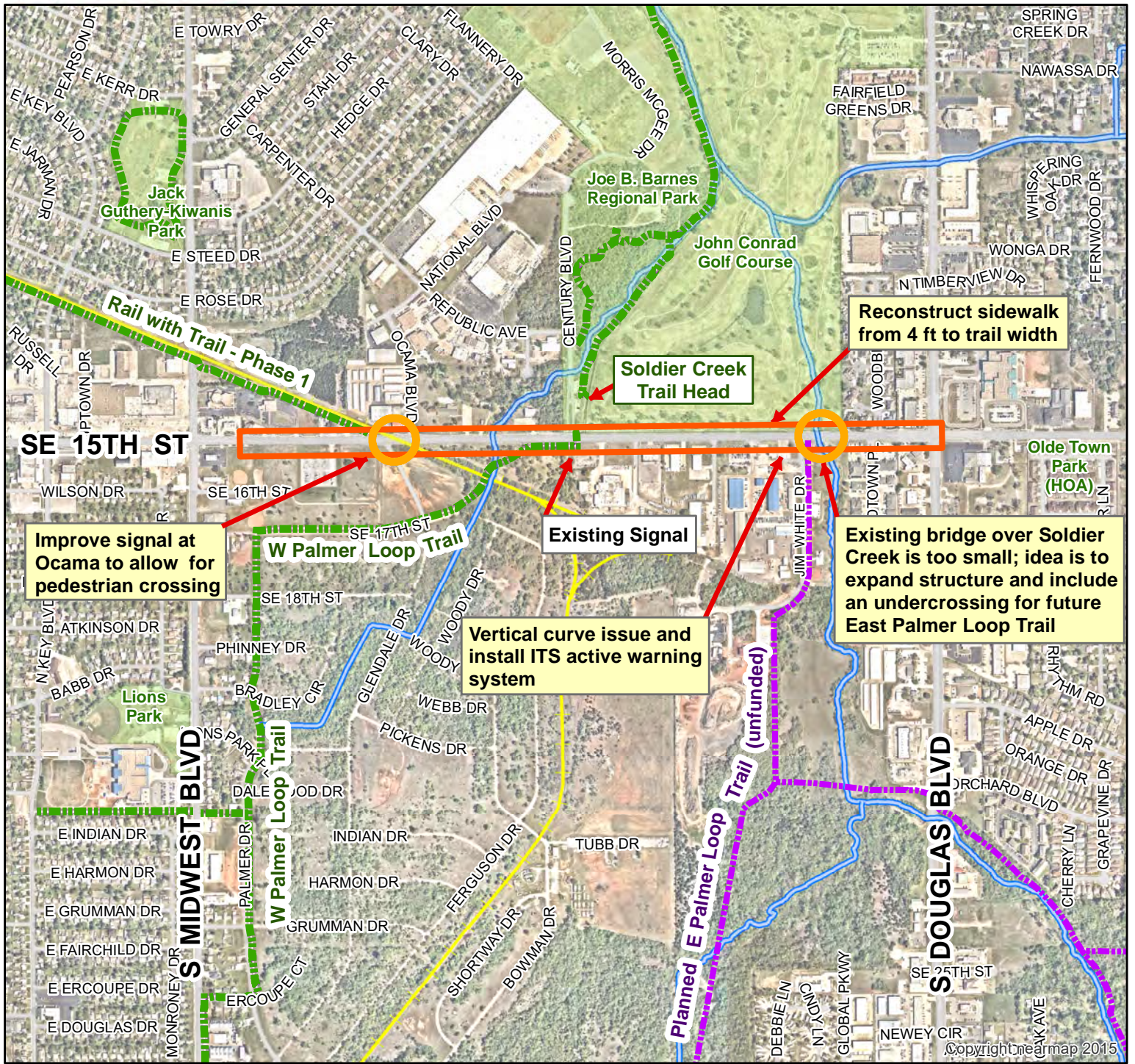
ATTEST:

City Clerk

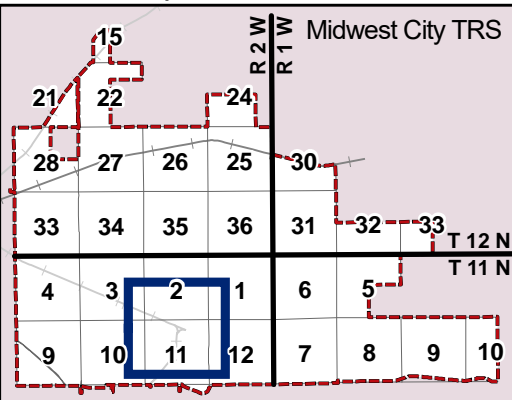
Mayor

Approved as to form and legality

City Attorney



Locator Map



SE 15TH ST Improvements (S Midwest Blvd to S Douglas Blvd) 4/2023 Nearmap Aerial Image

Legend

- City Park
- Trail
- Planned Trail
- Active Railroad
- Inactive / Closed RR

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



0 1,000 2,000 Feet

1 inch = 1,000 feet



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of entering into a Memorandum of Understanding with City of Spencer in regards to the signal upgrade project application to upgrade signals; particularly the signals located at NE 23rd St / Spencer Rd and NE 23rd / Post Rd.

This Memorandum of Understanding (MOU) will further support our project application for inclusion into the Transportation Improvement Plan; making our project more competitive.

The two signals listed are on the shared corporate boundary between Midwest City and Spencer but are currently maintained solely by Midwest City. Because the project qualifies as a safety project; this project is eligible for 100% federal funding for design and construction. Midwest City will lead this project all the way through to construction and is not seeking any obligation from Spencer other than their support on this application.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is executed this ___ day of October, 2023 by and between the City of Spencer, (“Spencer”), and the City of Midwest City, (“Midwest City”).

WITNESSETH:

WHEREAS, Spencer supports and is in favor of a project funded by the Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) to improve signals; notably the signals located at the intersections of NE 23rd St / Spencer Rd and NE 23rd St / Post Rd which are on the shared corporate boundary between both Spencer and Midwest City; and

WHEREAS, Midwest City intends to apply for federal funds through Association of Central Oklahoma Governments (ACOG) and if awarded federal funds will proceed with said project; and

WHEREAS, Midwest City engineering has prepared a preliminary construction estimate for the project; and

WHEREAS, Federal participation under the terms of the STBG-UZA Safety Program is 100% of the project engineering and construction cost; and

WHEREAS, Midwest City will agree to fund any project cost overruns if necessary.

NOW THEREFORE, the parties agree as follows:

1. Midwest City shall take the lead in the project and pay any project cost overruns if necessary.
2. The parties agree that this MOU includes all the covenants, stipulations and provisions agreed upon by the parties. All amendments shall be in writing and approved by all parties.
3. This Agreement shall become effective upon the approval of the project for STBG-UZA funding.

APPROVED by the City Council of the City of Spencer this _____ day of October, 2023.

ATTEST:

THE CITY OF SPENCER

City Clerk

MAYOR

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

City of Spencer
City Attorney

APPROVED by the City Council of the City of Midwest City this 24th day of October, 2023.

ATTEST:

THE CITY OF MIDWEST CITY

City Clerk

MAYOR

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

Don Maisch , City of Midwest City
City Attorney



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: October 24, 2023

Subject: Discussion, consideration, and possible action of the acceptance of maintenance bonds from 4M Trenching, LLC in the amount of \$49,603.60 respectively.

The one year maintenance bonds from 4M Trenching, LLC are for the public water line improvements constructed at 10301 S.E. 29th Street serving the Parkway Expansion.

Patrick Menefee, P.E.,
City Engineer
Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond #RCB0046176

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, 4M Trenching, LLC,
as Principal, and RLI Insurance Company,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation
in the state of Oklahoma, in the full and just sum of Forty Nine Thousand Six Hundred Three & 60/100 dollars
(\$ 49,603.60), such sum being not less than ten percent (10%) of the total contract price to
construct or install Water Line to Stonetown - Parkway Expansion (the
"Improvement"), for a period of One (1) years after acceptance of the Improvement by the
City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and Stonetown Parkway, LLC, dated the 3rd day of
May, 2023, agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any
failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council
of the City of Midwest City, or some person or persons designated by them to ascertain the cost of
making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs
or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be
due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary
to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to
make the repairs, and that the cost of all repairs shall be so determined from time to time during the
Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 4th day of May, 2023.

4M Trenching, LLC
Principal

ATTEST:
Zach Manning
Secretary

By [Signature]

RLI Insurance Company
Surety

ATTEST:
Carey Kennemer
Secretary/Witness: Carey Kennemer

By Vicki Wilson
Vicki Wilson, Attorney-in-fact

APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of
_____, 20____.

City Clerk

Mayor



4MTRENC-01

THOLEMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 8401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Terry Holeman	
	PHONE (A/C, No, Ext): (405) 418-8626	FAX (A/C, No):
E-MAIL ADDRESS: tholeman@rcins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Ins Co		35289
INSURER B : Continental Casualty Co		20443
INSURER C : Columbia Casualty Company		31127
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

4M Trenching, LLC
4912 Bishop Drive
Oklahoma City, OK 73128

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		C2095322440	8/8/2022	8/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			C2095322437	8/8/2022	8/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			C2095322454	8/8/2022	8/8/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5090789242	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			8072011239	8/8/2022	8/8/2023	Ea Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Water line to serve Stonetown - Parkway Expansion

Additional insured applies to general liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Midwest City 100 N Midwest Blvd. Midwest City, OK 73110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: Parkway Expansion

PROJECT LOCATION: 10301 SE 29th St Midwest City, OK 73130

TYPE OF CONSTRUCTION: Water

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 833,367.24 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER MANAGER

Date: 9/18/23

STATE OF CO)
COUNTY OF Apache)ss.

KELI NELSON
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20214028472
My Commission Expires 7/16/2025

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 18th day of Sept, 2023, personally appeared Man Manager, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 7/16/25

[Signature]
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By Manuel Ramirez
CONTRACTOR

Date: 9/21/2023

STATE OF Oklahoma)
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 21st day of Sept, 2023, personally appeared Manuel Ramirez, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 4/12/27

TRICIA CLEMENT
NOTARY PUBLIC
11003361
EXP. 04/12/27
STATE OF OKLAHOMA

Tricia Clement
NOTARY PUBLIC



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of awarding contract to Lippert Brothers, Inc. in the amount of \$146,761 to construct pickleball courts in Lions Park.

On May 23, 2023, the City received two proposals in response to a published request for proposals (RFP) to design and construct pickleball courts in Lions Park. The two proposals were evaluated by staff from Engineering, Parks, and Public Works and the recommendation was to move forward with Lippert Brothers Inc. Staff has since been working with Lippert Brothers Inc. to solidify the scope and final costs which are attached as part of the contract.

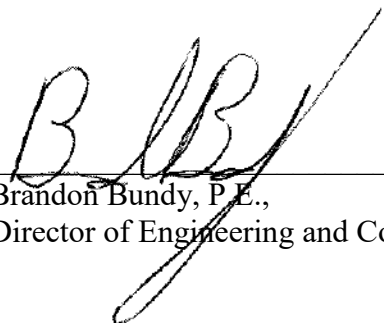
The basic scope is for construction of three (3) regulation pickleball courts:

- Surfacing over the existing concrete
- Fencing around the outer perimeter of the courts
- Court Lighting
- Benches and in ground Trash Receptacles
- Sidewalk from the west parking lot provide ADA compliant access.

Lippert Brothers Inc. has worked with the City of Midwest City and is currently engaged constructing Multi-Athletic Complex (MAC) phase 2 on behalf of the City. Staff working on that project have given recommendation to continue working with Lippert Brothers Inc. on this project.

This contract is funded through a Community Development Block Grant.

I am available for any additional questions.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

CC: Terri Craft, Grants Manager

CONSTRUCTION SERVICES AGREEMENT

between

Lippert Bros., Inc

And

THE CITY OF MIDWEST CITY

THIS CONSTRUCTION SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and Lippert Bros., Inc., (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **City** is in need of the following construction services Design Build
_____; and

WHEREAS, **Service Provider** is in the business of providing construction services that is needed by the **City**; and

WHEREAS, the **City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested construction services; and

WHEREAS, **City** hereby retains **Service Provider** to provide construction services as an independent contractor; and

WHEREAS, **Service Provider** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

1. INDEPENDENT CONTRACTOR STATUS

Subject to the terms and conditions of this Agreement, the **City** retains the **Service Provider** as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products,

CONSTRUCTION SERVICES AGREEMENT

between

Lippert Bros., Inc

And

THE CITY OF MIDWEST CITY

solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement

CONSTRUCTION SERVICES AGREEMENT

between

Lippert Bros., Inc

And

THE CITY OF MIDWEST CITY

between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” Lion Park Pickleball Facility Design Build Scope of Work,
- Attachment “B” Lion Park Pickleball Facility Project Cost Summary,
- Attachment “C” Service Provider’s Team,
- Attachment “D” Certificate of Insurance.

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City**.

CONSTRUCTION SERVICES AGREEMENT

between

Lippert Bros., Inc

And

THE CITY OF MIDWEST CITY

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

3. CONSIDERATION

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment "B"** ("**Schedule of Fees / Rate Card**").

B. The **City** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this **Agreement**.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **City** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and

CONSTRUCTION SERVICES AGREEMENT

between

Lippert Bros., Inc

And

THE CITY OF MIDWEST CITY

the members of its **Service Provider's Team**, assigned to work on the Project for the **City** are not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **City** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the

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between

Lippert Bros., Inc

And

THE CITY OF MIDWEST CITY

terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such

CONSTRUCTION SERVICES AGREEMENT

between

Lippert Bros., Inc

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work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

CONSTRUCTION SERVICES AGREEMENT

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B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under

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between

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this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or

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property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any

CONSTRUCTION SERVICES AGREEMENT
between
Lippert Bros., Inc

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information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Tom Lippert

Lippert Bros., Inc.

P.O. Box 17450

Oklahoma City, OK 73136

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for

CONSTRUCTION SERVICES AGREEMENT
between
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securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

CONSTRUCTION SERVICES AGREEMENT

between

Lippert Bros., Inc

And

THE CITY OF MIDWEST CITY

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely

CONSTRUCTION SERVICES AGREEMENT

between

Lippert Bros., Inc

And

THE CITY OF MIDWEST CITY

for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation.

CONSTRUCTION SERVICES AGREEMENT
between
Lippert Bros., Inc

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THE CITY OF MIDWEST CITY

Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

CONSTRUCTION SERVICES AGREEMENT

between

Lippert Bros., Inc

And

THE CITY OF MIDWEST CITY

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **City** as the last party hereto.

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CONSTRUCTION SERVICES AGREEMENT
between
Lippert Bros., Inc
And
THE CITY OF MIDWEST CITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Lippert Bros., Inc.

By: 

Name: T.M. Lippert

Title: President

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

CONSTRUCTION SERVICES AGREEMENT
between
Lippert Bros., Inc

And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2023.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Attachment "A"

Lion Park Pickleball Facility Design Build Scope of Work

Design and construct a pickleball facility consisting of three (3) courts with-in one (1) fenced-in area on an existing concrete slab. General description of work to be performed with in the court area includes the following:

- Rout or saw existing control joints or cracks with-in the court area
- Fill existing control joints or cracks with sealant that are with-in the court area
- Grind and prep area to receive court surfacing material
- High pressure clean and rinse area to receive court surface material
- Apply one coat of acrylic re-surfacer with sand to area with-in the court area
- Apply 2nd coat fortified acrylic color (color selection by owner from standard colors) to court area
- Layout and apply textured pickleball play lines
- Install three (3) sets of pickleball post/net assemblies
- Core drill for court area perimeter fence posts
- Install 4-foot-high black vinyl coated chain link fence with black powder coated posts, post caps, top rail and fittings at perimeter of court area
- Furnish and install three (3) each park benches
- Furnish and install one (1) each above grade waste receptacle
- Clean up and removal of all construction related debris

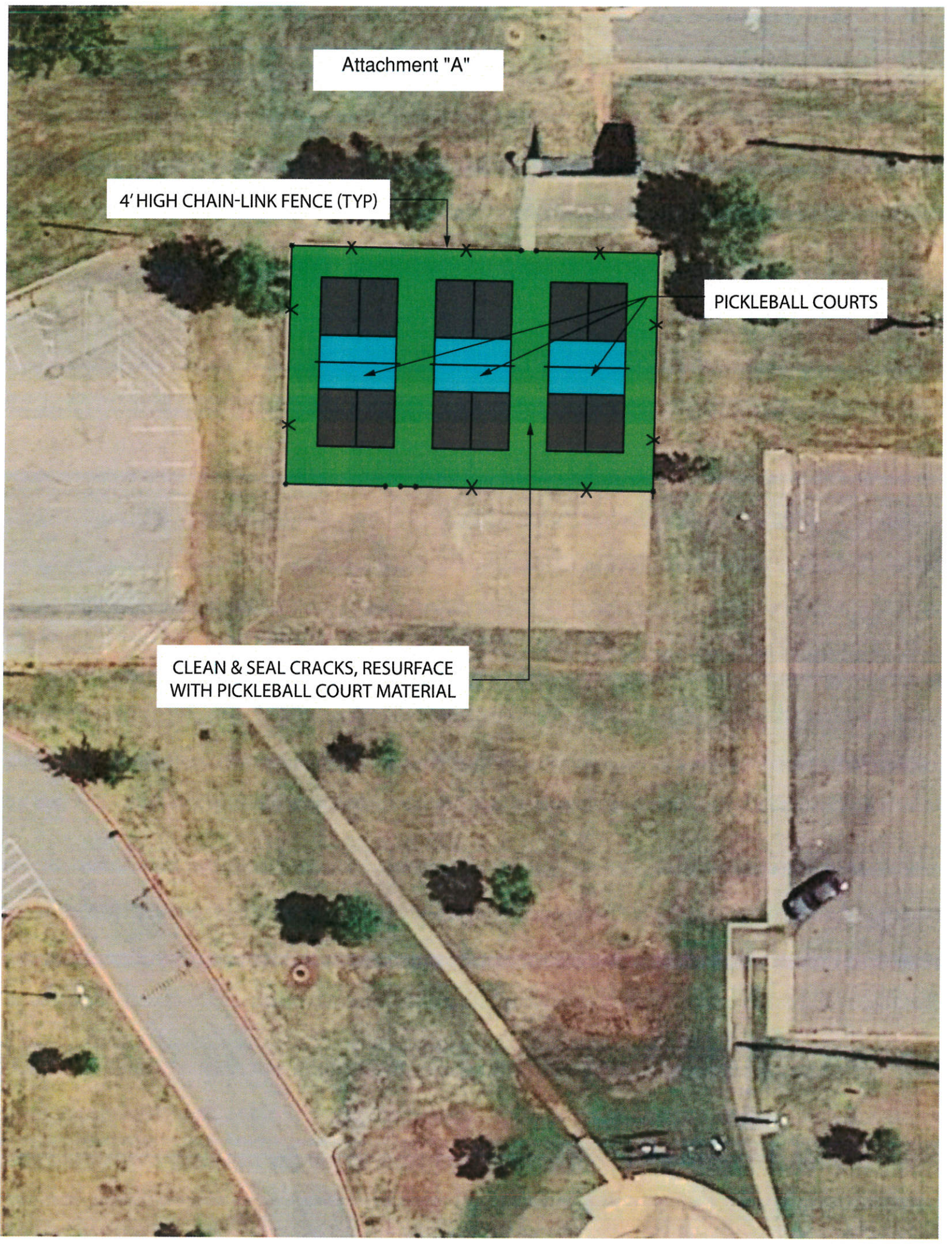
Note: Since existing slab is being used and there is no evidence that a moisture/vapor barrier was installed under the slab to preclude moisture from migrating up through the slab, there is no warranty for adhesion failure of the court surfacing product.

Attachment "A"

4' HIGH CHAIN-LINK FENCE (TYP)

PICKLEBALL COURTS

CLEAN & SEAL CRACKS, RESURFACE
WITH PICKLEBALL COURT MATERIAL



ATTACHMENT B

Pickle Ball Facility at Lions Park
REVISED PRICING TO INCLUDE COURT LIGHTING & SIDEWALK
Revision No. 2
BASE BID

ESTIMATOR: T. Lippert 10/10/2023 04:26:39 PM

	ITEM	SUB	MATERIAL	LABOR	TOTAL
DIV 01 GENERAL REQUIREMENTS					
010000	GENERAL REQUIREMENTS	-	\$3,534	\$7,350	\$14,513
DIV 01 PROJECT REQUIREMENTS					
01100	DESIGN SERVICES	\$ 6,000.00	-	-	\$6,000
DIV 03 CONCRETE					
03200	REINFORCING STEEL	-	\$425	\$345	\$925
03300	CONCRETE SIDEWALK	-	\$863	\$753	\$1,955
DIV 12 FURNISHINGS					
12400	PARK EQUIP. - Benches & Waste Receptacles	-	\$6,799	\$2,176	\$9,954
12600	SPORTS EQUIP. - Nets & Inground Posts	\$10,500	-	-	\$10,500
DIV 26 ELECTRICAL					
26000	COURT LIGHTING	\$35,322	-	-	\$35,322
DIV 31 SITEWORK					
31000	SITE GRADING	-	\$335	\$1,799	\$2,944
DIV 32 EXTERIOR IMPROVEMENTS					
32110	COURT PREP, SURFACING & Markings	\$37,800	-	-	\$37,800
32220	COURT FENCING	\$14,720	-	-	\$14,720
		-	-	-	\$0
	SUBTOTAL	\$ 104,342	\$ 11,956	\$ 12,423	\$ 134,633
0.000%	MATERIAL SALES TAX		\$ -		
9.100%	MATERIAL SALES TAX ON GR'S		\$ 322		
45.000%	LABOR BURDEN			\$ 5,590	
	SUBTOTAL	\$ 104,342	\$ 12,278	\$ 18,013	\$ 134,633
	SUBCONTRACT	\$ 104,342			
	MATERIAL	\$ 12,278			
	LABOR	\$ 18,013			
	SUBTOTAL	\$134,633			
0.00%	CONTINGENCY	\$0			
	SUBTOTAL	\$134,633			
7.50%	O.H. & P.	\$10,097			
	SUBTOTAL	\$144,730			
	PROFESSIONAL LIABILITY	\$145			
	SUB-C GENERAL LIABILITY	\$179			
	BLDRS. RISK	\$15			
	O & CP (OWNERS & CONTRACTORS PROTECTIVE)	\$1,692			
	SUBTOTAL	\$146,761			
	BONDS	\$0			
	2ND YEAR BOND	\$0			
	TOTAL	\$146,761	*		

*Pricing excludes purchase and application of any moisture barrier product. If required this would involve additional cost. As priced there is no warranty for the court surfacing material adhesion to the existing slab.

Attachment "C" Service Provider's Team



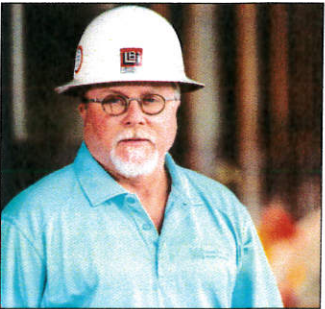
Tom Lippert - President/Project Manager

Educational Background:

BS, Engineering Technology,
Oklahoma State University, 1982

Professional Experience:

44 Years Construction Experience
40 Years with Lippert Bros., Inc.



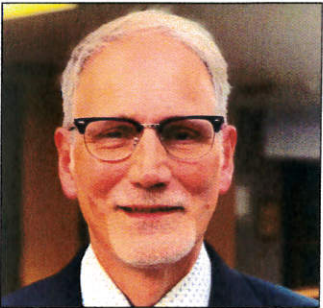
Mark Goff - Superintendent

Educational Background:

Oklahoma City Community College
AGC Supervisory Courses

Professional Experience:

45 Years Construction Experience
40 Years with Lippert Bros., Inc.



Steve Scovel - Project Architect

Educational Background:

Masters of Architecture
Montana State University, 2008
Bachelor of Architecture
Montana State University, 1984

Professional Licensing:

RA Oklahoma, Texas, and Illinois
National Council of Architectural Registration
Boards (NCARB)



Darby Anderson - Civil Engineer

Educational Background:

BS, Civil Engineering
Oklahoma State University, 2000

Professional Licensing:

PE Oklahoma No. 22121
Certified Floodplain Manager



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

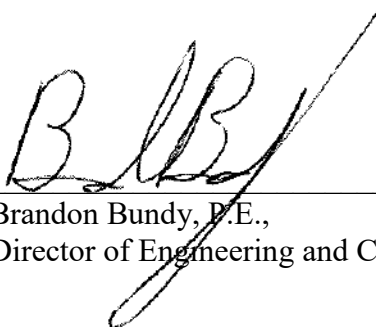
DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving Supplemental Agreement #2 to Easement AFMC TK 2-16-001 as it relates to the future federally funded replacement of the SE 29th Street bridge over Crutch Creek.

The City has been working towards a future federally funded project to replace the SE 29th Street Bridge over Crutch Creek. During the design process it was found that there is a small portion of Department of Air Force (Tinker) property on the *northside* of the security fence and in conflict with the future project. The City has engaged ROW acquisition services through our design consultant, Lochner, to secure this easement.

In talks between Tinker and the ROW acquisition service; it was determined that the easiest and cleanest way to transfer the required easement is through amending a previous agreement approved by City Council on July 28, 2016. That agreement with the Tinker was to provide an easement along SE 29th Street for a multi-purpose trail which has since been completed.

No money is required as part of this agreement or transfer of the property and it allows the City to move forward with the bridge project.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

**SUPPLEMENTAL AGREEMENT NO. 2
TO
EASEMENT AFMC TK 2-16-001**

THIS SUPPLEMENTAL AGREEMENT NO. 2 to EASEMENT AFMC TK 2-16-001, by and between **City of Midwest City**, hereinafter called the "Grantee", and **Secretary of the Air Force**, hereinafter called the "Government":

WITNESSETH:

WHEREAS, said parties hereto desire to amend the above Easement.

NOW THEREFORE, these parties for the continued considerations agreed to in Easement AFMC TK 2-16-001 covenant and agree that said Easement is amended as follows:

The Government will expand the Easement to include an additional 850 square feet to the south of the walking bridge further defined in **Exhibit A**. The additional land is outside the Government perimeter fence.

All other terms and conditions of Easement AFMC TK 2-16-001 shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as dated below.

CITY OF MIDWEST CITY

**UNITED STATES OF AMERICA
TINKER AIR FORCE BASE**

ABIGAIL L.W. RUSCETTA, Col, USAF
Commander, Tinker AFB, Oklahoma

Date _____

Date _____

Supplemental Agreement No. 2
to Easement AFMC TK 2-16-001



MIDWEST CITY TRAILS EASEMENT MAP

DEPARTMENT OF THE AIR FORCE
GRANT OF EASEMENT
FOR
CITY OF MIDWEST CITY
ON
TINKER AIR FORCE BASE, OKLAHOMA

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DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

PREAMBLE

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Government"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for this Easement is included herein and the granting of this Easement is not against the public interest, does hereby grant and convey to City of Midwest City, a municipal corporation of Oklahoma County, duly incorporated in the State of Oklahoma (Grantee), a nonexclusive easement to construct, operate, and maintain a multi-use trail on, over, and across the property on Tinker Air Force Base (AFB), Oklahoma, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Government and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

This Easement shall be for a term of 25 years commencing on 28 day of June, 2016 ("Term Beginning Date") and ending 28 day of June, 2041 ("Term Expiration Date"). This Easement may be renewed for a successive 25 year term upon written notice from the Grantee to the Government at least 1 year prior to its expiration.

2. RENT

This Easement is granted at no cost to the Grantee.

3. CORRESPONDENCE

Any written notices under this Easement shall be made by mailing or hand delivering such notice to the parties at the following addresses.

GOVERNMENT:
72 ABW/CE
Attn: Real Property Officer
7535 5th Street, Building 400
Tinker AFB, OK 73145

GRANTEE:
City of Midwest City
Attn: City Clerk
100 North Midwest Boulevard
Midwest City, OK 73110

4. USE OF EASEMENT AREA

4.1. Permitted Uses. Grantee shall use the Easement Area solely for purposes of constructing, operating and maintaining a multi-use trail available to the public. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws. Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

4.2. RESERVED

4.3. Government's Right of Access And Inspection. The Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice.

4.4. Government's Reasonable Regulation. The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to the Government's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as the Government or its duly authorized representatives may from time to time impose.

4.5. No Obstructions. Neither party shall use the Easement Area nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

4.6. Limitation Of Grantee Rights. Except as is reasonably required to effect the purpose of this Easement, Grantee has no right of use, license, easement, servitude, or usufruct for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Government, and Grantee agrees not to assert any such right or interest by reason of this Easement.

5. TERMINATION OF EASEMENT

5.1. This Easement may be terminated in whole or in part by the Government for Grantee's failure to comply with the terms of this Easement. The Government shall give written notice of any termination, which shall be effective as of the date of this notice.

5.2. The Government may terminate this Easement at any time in the event of national emergency as declared by the President or the Congress of the United States, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

This Easement is subject to all outstanding easements, rights-of-way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Government may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

Grantee has inspected and knows the condition of the Easement Area. It is understood that this Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent.

8. MAINTENANCE OF EASEMENT AREA

8.1. Maintenance of Easement Area. Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement. This includes, but is not limited to, erosion and damage to the Easement Area by users of the trail.

8.2. Damage to Government Property. If Grantee, or their invitees, damages or destroys any real or personal property of the Government, Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

Reserved

10. INSURANCE

10.1. Risk of Loss. Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

10.2. Grantee Insurance Coverage. During the entire Easement Term, Grantee, at no expense to the Government, shall carry and maintain the following types of insurance:

10.2.1. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used to access the Easement Area. Such insurance must be effective at all times throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies, and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of "any auto" with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Government.

10.2.1.1. The insurance carried and maintained by Grantee pursuant to Paragraph 10.2.1 shall provide coverage to protect the Government from any damage and liability for which Grantee is liable or responsible or agrees to hold harmless and indemnify the Government under this Easement.

10.2.1.2. Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified, and shall provide coverage for the mutual benefit of Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer.

10.2.2. Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or Grantee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$1,000,000 each coverage and policy limit.

10.3. General Requirements. All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of Oklahoma; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will Grantee be entitled to assign to any third-party rights of action that Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

10.4. Evidence of Insurance. Grantee is self-insured, in amounts meeting all requirements of this Easement.

10.5. Damage or Destruction of Easement Area. In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by Grantee under Paragraph 10.1, Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.5.1. In the event that the Government, in consultation with Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by Grantee for its operations, and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2. In the event that the Government, in consultation with Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and, second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

11. ALTERATIONS

11.1. Alterations. Grantee is authorized to construct, repair, and maintain improvements related to a multi-use trail system within the Easement Area.

11.2. Airfield Construction. Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable Air Force requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 17 November 2008.

12. COSTS OF UTILITIES/SERVICES

Reserved

13. RESTORATION

13.1. Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of this Easement, the Government may elect, in its sole discretion, to require Grantee to remove all of its improvements and other property from the Easement Area and restore the Easement Area

at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to the Government's satisfaction. The Government shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with the Government's notice of termination. Alternatively, at those same times, the Government may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to the Government. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to the Government and shall be effective on the Easement Term Expiration Date or the effective date of any abandonment or termination, without additional consideration therefor. Grantee shall execute any documentation reasonably requested by the Government to confirm any transfer or conveyance.

13.2. Government Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at the Government's option, Grantee's improvements and personal property located on the Easement Area shall either become the Government's property without compensation therefor or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee; and no claim for damages against the Government, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse the Government for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

Grantee may not assign this Easement without the prior written consent of the Government.

15. LIENS AND MORTGAGES

Reserved

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1. Compliance with Applicable Laws. Grantee shall comply with all applicable federal, State, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards as they apply to the Easement Area. Grantee shall also indemnify the Government to the full extent permitted by law for any violation of such law, regulation, or standard applicable to the Easement Area and shall also reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, occupational health, or other infractions pertaining to the Easement Area caused by or resulting from Grantee's action or inaction or that of its officers,

agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material on the Easement Area, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of the Government, indemnify the Government for all costs of completing such cleanup, abatement, or response action pertaining to the Easement Area.

16.2. Environmental Permits. Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3. Indemnification. Grantee shall, to the extent permitted by law, indemnify the Government, its agents and employees from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the the Government and others, directly or indirectly, due to the negligent exercise by Grantee of any of the rights granted by this Easement, or any other negligent act or omission of the Grantee pertaining to the Easement Area, including failure to comply with the obligations of this Easement or of any applicable laws that may be in effect from time to time.

16.4. Government Caused Environmental Damage. Grantee does not assume any of the Government's liability or responsibility for environmental impacts and damage resulting from the Government's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.5. Records Maintenance and Accessibility. The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to Grantee and to appropriate regulatory agencies, as required by Applicable Law. Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of Grantee.

16.6. Grantee Response Plan. Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills in the Easement Area.

16.7. Pesticide Management. Any pesticide use in the Easement Area will require prior Government approval.

16.8. Compliance with Water Conservation Policy. Grantee will comply with the Installation water conservation policy, as it may apply to the Easement Area and as it may be amended from time to time (to the extent that such policy exists and Grantee receives copies thereof), from the Term Beginning Date through the Term Expiration Date.

16.9. Protection of Environment and Natural Resources. Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from Grantee's activities, Grantee shall be fully liable for any such damage. Grantee will ensure its use of the Easement Area and activities will not interfere with or impact the floodplains of Crutch Creek or Kuhlman Creek.

16.10. Pesticides and Pesticide Related Chemicals in Soil. Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for injury or death of any person affected by such soil conditions whether the person is warned or not.

17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)

Reserved

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1. Compliance With Health and Safety Plan. Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent it applies to the Easement Area and Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action pertaining to the Easement Area will, to the extent practicable, be coordinated with representatives designated by Grantee. Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries upon the Easement Area against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

18.2. Occupational Safety and Health. Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

19. HISTORIC PRESERVATION

Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Easement Area, Grantee shall immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1. IRP Records. On or before the Term Beginning Date, the Government shall provide the Grantee access to the IRP records applicable to the Easement Area, if any, and thereafter shall provide to Grantee a copy of any amendments to or restatements of the IRP records affecting the Easement Area. Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact Grantee's quiet use and enjoyment of the Easement Area. Grantee agrees that, notwithstanding any other provision of this Easement, the Government shall have no liability to Grantee or any assignees, licensees, or invitees should implementation of the IRP or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with Grantee's or any of its assignee's, licensee's, or invitee's use of the Easement Area. Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

20.2. Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.2.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.2.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.2.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.2.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.3. ACCESS FOR RESTORATION

20.3.1. Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the Air Force and its duly authorized officers, employees, contractors of any tier, agents,

and invitees to enter upon the Easement Area for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. Grantee shall provide reasonable assistance to the Air Force to ensure Air Force's activities under this Paragraph 20.3 do not damage property of Grantee on the Easement Area.

20.3.2. The United States Environmental Protection Agency (USEPA) and State of Oklahoma, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to Grantee and with the Government's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of Grantee on the Easement Area.

21. ENVIRONMENTAL BASELINE SURVEY WAIVER

An Environmental Baseline Survey ("EBS") Waiver for the Easement Area dated 4 April 16 has been delivered to Grantee and is attached as Exhibit D hereto. The EBS Waiver sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Term Beginning Date as determined from the records and analyses reflected therein. The EBS Waiver is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard Grantee acknowledges and agrees that Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16.

GENERAL PROVISIONS

22. GENERAL PROVISIONS

22.1. Covenant Against Contingent Fees. Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by Grantee on this Easement secured or made through bona fide established commercial agencies retained by Grantee for the purpose of doing business. "Bona

vide established commercial agencies” has been construed to include licensed real estate brokers engaged in the business generally.

22.2. Officials Not to Benefit. No Member of or Delegate to the Congress or resident commissioner shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

22.3. Facility Nondiscrimination. As used only in this Condition, the term “Facility” means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1. Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2. The Parties agree that in the event of Grantee’s noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

22.4. Gratuities.

22.4.1. The Government may, by written notice to Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that Grantee, or any agent or representative of Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3. If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against Grantee as in a breach of this Easement by Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4. The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

22.5. No Joint Venture. Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.6. Records and Books of Account. Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States Air Force, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of Grantee involving transactions related to this Easement.

22.7. Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

22.8. Counterparts. This Easement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

22.9. Personal Pronouns. All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

22.10. Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement. This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.

22.11. Partial Invalidity. If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or

circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

22.12. Interpretation of Easement. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

22.13. Identification of Government Agencies, Statutes, Programs, and Forms. Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.14. Approvals. Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

22.15. Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of Grantee.

22.16. No Individual Liability of Government Officials. No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

22.17. Excusable Delays. The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state of Oklahoma; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of Grantee that significantly hinder Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement

Area at the invitation of Grantee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. SPECIAL PROVISIONS

Reserved

24. RIGHTS NOT IMPAIRED

24.1. Rights Not Impaired. Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2. Installation Access. Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. Grantee further acknowledges that the Government strictly enforces federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 18 U.S.C. § 1382. The Government will use reasonable diligence in permitting Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by Grantee's parties. Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

24.3. Permanent Removal and Barment. Notwithstanding anything contained in this Easement to the contrary, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

24.4. No Diminishment of Rights. Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

25. APPLICABLE LAWS

25.1. Compliance With Applicable Laws. Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1. "Applicable Laws" means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project ("Project" means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

25.2. Permits, Licenses, and Approvals. Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Easement Area improvements and Grantee equipment in compliance with all Applicable Laws.

25.3. No Waiver of Sovereign Immunity. Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises concurrent federal legislative jurisdiction over the Easement Area.

25.4 Grantee Responsibility for Compliance. Responsibility for compliance as specified in this Paragraph 25 rests exclusively with Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to Grantee's use and occupation of the Easement Area.

25.5. Grantee Right to Contest. Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature

referred to in this Paragraph 25. The Government shall not be required to join in or assist Grantee in any such proceedings.

26. AVAILABILITY OF FUNDS

The obligations of any Party to this Easement or of any transferee of this Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

27. CONGRESSIONAL REPORTING

This Easement is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties. Such amendments may include, but are not limited to, renewals of this Easement.

29. GENERAL INDEMNIFICATION BY GRANTEE

29.1. No Government Liability. Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of Grantee, or injuries or death of Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

29.2. Grantee Liability. Except as otherwise provided in this Easement, Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by Grantee, Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with or pursuant to this Easement, and all claims for

damages against the Government arising out of, or related to, this Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

31. CONDITION AND PARAGRAPH HEADINGS

The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

32. STATUTORY AND REGULATORY REFERENCES

Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENTS

This Easement supersedes all prior agreements, if any, with Grantee for the Easement Area, but does not terminate any obligations of Grantee under such prior easements that may by their terms survive the termination or expiration of those easements, except to the extent such obligations are inconsistent with this Easement.

34. EXHIBITS

Four (4) exhibits are attached to and made a part of this Grant, as follows:

Exhibit A – Description of Premises

Exhibit B – Map of Premises


Exhibit C – Reserved

Exhibit D – Environmental Baseline Survey Waiver

GRANTOR SIGNATURE PAGE

IN WITNESS WHEREOF, I have hereunto set my hand the 10 day of June, 2016.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: 
STEPHANIE P. WILSON, Col, USAF
Commander, 72 ABW

GRANTEE ACCEPTANCE SIGNATURE PAGE

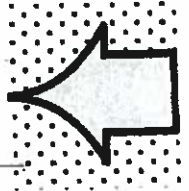
Grantee hereby accepts this Grant of Easement and agrees to be bound by its terms.

DATED: ~~28th~~ day of June, 2016.

CITY OF MIDWEST CITY



By: *Matthew D. Dukes, II*
MATTHEW D. DUKES, II, Mayor



Attest:

Sara Hancock
SARA HANCOCK, City Clerk

EXHIBIT A
29th Street Trails

A tract of land within Section 16, T11N, R2W, Oklahoma County, Oklahoma, more particularly described as:

COMMENCING at the Northwest corner of Northwest Quarter (NW/4) of Section 16, T11N; R2W, west of the Indian Meridian;

Thence North 89°37'56" East, along the North line of said Northwest Quarter (NW/4), a distance of 40.00 feet to the POINT OF BEGINNING;

Thence South 00°35'37" East, parallel to the West line of said Northwest Quarter (NW/4), a distance of 70.00 feet;

Thence North 89°37'56" East, parallel to the North line of said Northwest Quarter (NW/4), a distance of 1751.48 feet;

Thence South 86°56' 31" East, a distance of 79.54 feet;

Thence South 00°35'37" East, a distance of 13.21 feet;

Thence North 89°37'56" East, a distance of 700.31 feet;

Thence North 58°48'53" East, a distance of 36.08 feet;

Thence North 89°37'56" East, a distance of 841.67 feet;

Thence North 00°35'37" West, a distance of 69.94 feet;

Thence South 89°37'27" West, parallel to the North line of said Section 16, a distance of 3404.27 feet; back to the POINT OF BEGINNING.

Sidelines of said easement shall be extended or lengthened to terminate at the boundary of the parent tract.

Said described tract of land contains 251,661 square feet or 5.78 acres, more or less.

Exhibit B

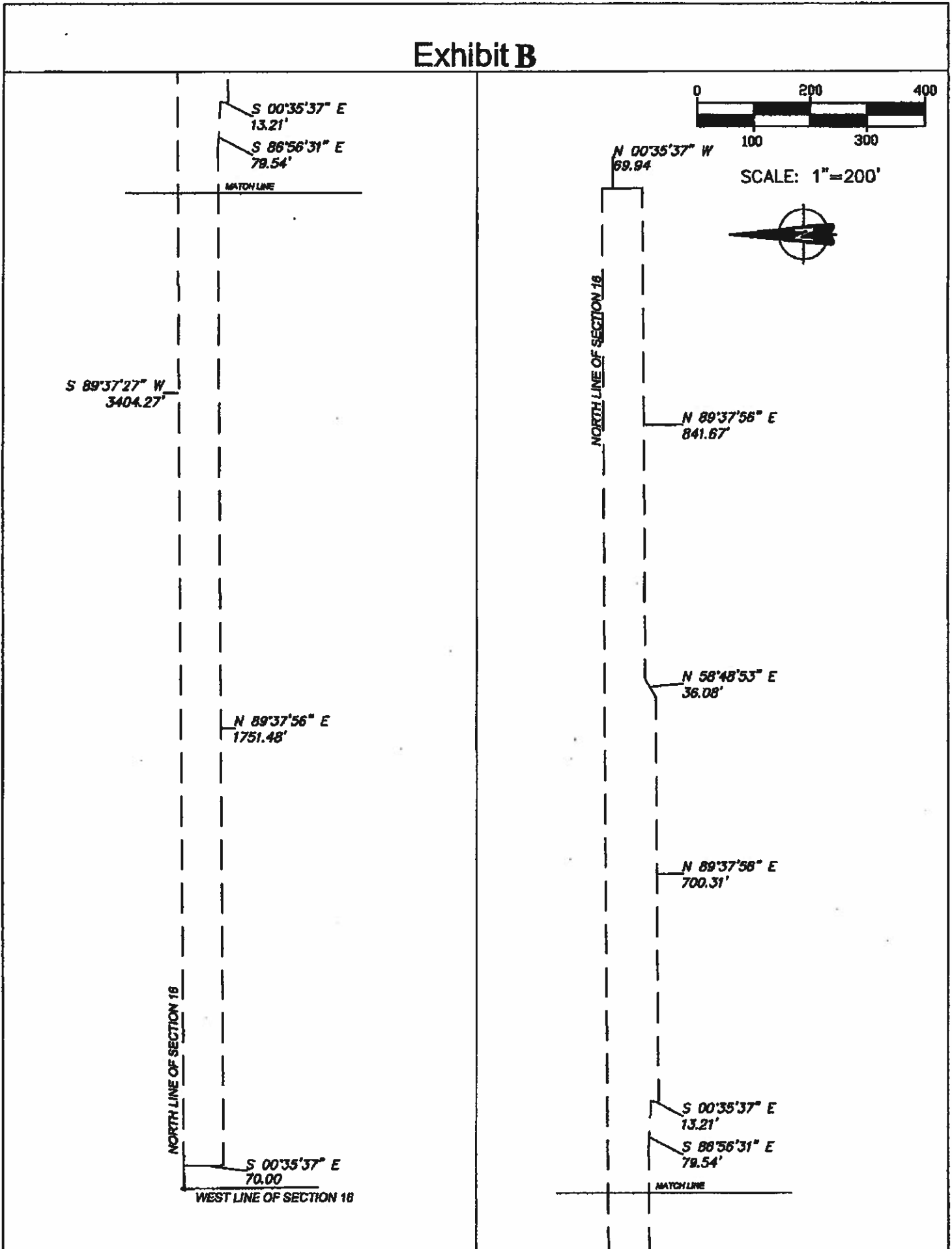


Exhibit D

WAIVER FOR ENVIRONMENTAL BASELINE SURVEY

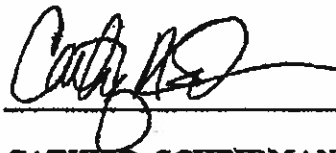
SUBJECT: Easement to Midwest City to allow construction and operation of a multi-use path along SE 29th Street from Air Depot Boulevard to Sooner Road. Portions of this trail would be located within Accident Potential Zone I (APZI). This is a compatible use under the Department of Defense/Air Force Air Installation Compatibility Use Zone (AICUZ). Midwest City will receive a 25-year easement with an option to renew for an additional 25-year term. The trail system will be located outside the existing perimeter fence and no Government improvements will be impacted by the trail or this easement. The multi-use trail will cross Crutcho Creek via a prefabricated pedestrian bridge and the trail will cross Kuhlman Creek using the existing shoulder. The floodplain will not be impacted. The easement area is undeveloped with trees and minimal landscaping. Midwest City will be responsible for managing the trees and landscape maintenance of the easement area.

WAIVER QUALIFICATION: A site inspection of the property was conducted on 20 April 2015 which indicated there were no potential sources of contamination for this proposed action. The subject easement qualifies for a waiver of the requirement for an Environmental Baseline Survey in accordance with the following criteria as outlined by Air Force Instruction 32-7066, *Environmental Baseline Survey in Real Estate Transactions*:

- The easement will not create health and safety risks when the property is used as intended.
- The allowable activities permitted within the easement will not introduce hazardous materials or petroleum products on the property.
- The allowable use of the property under the easement is consistent with environmental compliance requirements.

CERTIFICATION: Based upon a records search, the proposed terms of the easement and that the proposed use will not introduce hazardous materials or petroleum products on the property, this easement is certified as meeting the requirements for a waiver from an Environmental Baseline Survey.

APPROVAL: _____



CATHY R. SCHEIRMAN, P.E.
Base Civil Engineering

DATE: _____

4/21/16

**SUPPLEMENTAL AGREEMENT NO. 1
TO
EASEMENT AFMC TK 2-16-001**

W
CITY OF MIDWEST CITY
100 N MIDWEST BLVD
MWC OK 73110

THIS SUPPLEMENTAL AGREEMENT NO. 1 to EASEMENT AFMC TK 2-16-001, by and between **City of Midwest City**, hereinafter called the "Grantee", and **Secretary of the Air Force**, hereinafter called the "Government":

WITNESSETH:

WHEREAS, said parties hereto desire to amend the above Easement.

NOW THEREFORE, these parties for the continued considerations agreed to in Easement AFMC TK 2-16-001 covenant and agree that said Easement is amended as follows:

The Grantee will relocate the existing Tinker AFB boundary fence, located near the pedestrian bridge along the south side of SE 29th Street, to the south, see attached exhibit. This fence relocation will alleviate security issues caused by the location of the bridge abutments constructed under this Easement. The fence relocation will be at the sole cost of the Grantee.

All other terms and conditions of Easement AFMC TK 2-16-001 shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as dated below.

CITY OF MIDWEST CITY

**UNITED STATES OF AMERICA
TINKER AIR FORCE BASE**

Matthew D. Dukes II

Mayor

Kenyon K. Bell

KENYON K. BELL, Colonel, USAF
Commander, 72d Air Base Wing

Date 8-16-18
Jill S. Donaldson

Date 1 JUN 18

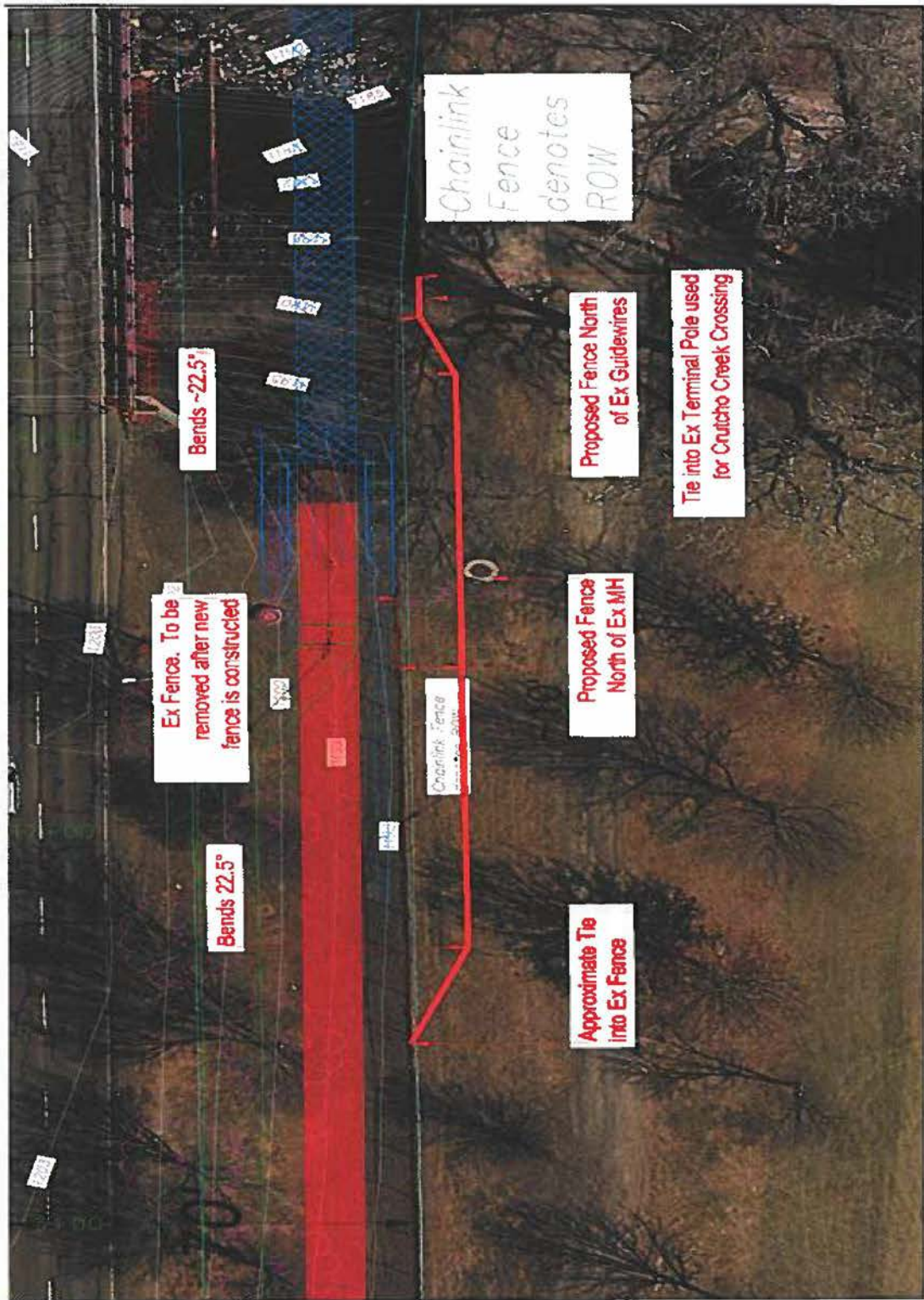


JILL S. DONALDSON
Notary Public
State of Oklahoma
Commission # 15011364
My Commission Expires Dec 22, 2019

This instrument was acknowledged before me on this 16th day of August, 2018 by Matthew D. Dukes II, Mayor of Midwest City on behalf of the City.

Supplemental Agreement No. 1
to Easement AFMC TK 2-16-001

EXHIBIT



TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director


DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a project agreement for State Job Number 38074(04), with the Oklahoma Department of Transportation (ODOT) to receive \$3,361,920 in construction federal funds for future project to resurface SE 29th Street from I-40 overpass to Midwest Boulevard including reconstruction of the signalized intersections.

This agreement allows for collaboration with ODOT on a future federal project. Federal funds were granted through the ACOG STP-UZA funding program for a project to resurface SE 29th Street from I-40 overpass to Midwest Boulevard including reconstruction of the signalized intersections.

The project is not yet under design but negotiations are under way with a design consultant. Construction of this project will tentatively be in 2025.

The \$3,361,920 federal funds represent 80% of the construction cost. A 20% local match of \$840,480 will be required at bidding of the project. Those funds will need to be budgeted in upcoming years.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

MIDWEST CITY: RESURFACE SE 29TH STREET FROM I-40 OVERPASS TO MIDWEST BLVD. INCLUDES RECONSTRUCTION OF SIGNALIZED INTERSECTIONS

**Project No.: J3-8074(004)AG
State Job No.: 38074(04)(05)(06)(07)**

This Agreement, made the day and year last written below, by and between the City of **MIDWEST CITY**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG-STBG	04	OKLAHOMA	38074(04)	J3-8074(004)AG	RESURFACE	MIDWEST CITY: RESURFACE SE 29TH STREET FROM I-40 OVERPASS TO MIDWEST BLVD. INCLUDES RECONSTRUCTION OF SIGNALIZED INTERSECTIONS

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, Funding Source (ACOG-STBG) total estimated cost of **\$3,361,920**, as described below:

FUNDING SOURCE =>			ACOG-STBG		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38074(05)	Design -				100	
38074(06)	Right-of-Way -				100	
38074(07)	Utilities -				100	
38074(04)	Construction - (With 6% Inspection)	\$4,202,400	80 up to a limit of	\$3,361,920	Remainder	\$840,480
Total		\$4,202,400	Total=>	\$3,361,920	Total=>	\$840,480

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG STBG costs incurred by project phases (**JP 38074(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual

cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans,

specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior

written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has

occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20____, and the Department on _____.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF MIDWEST CITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE

Director of Project Delivery DATE

APPROVED AS TO FORM AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a project agreement for State Job Number 37938(04), with the Oklahoma Department of Transportation (ODOT) to receive \$800,000 in federal funds for future project to construct an extension of the Bomber Rail Trail from Quinlan Park northwesterly to Sooner Road.

This project application will continue the Bomber Rail Trail from Quinlan Park northwesterly to Sooner Road along the railroad corridor. The Bomber Rail Trail has been constructed in three phases and runs from SE 15th Street to Quinlan Park. Phase 4 of this trail will complete the trail to Sooner Road, Midwest City Limits.

The ultimate goal is for The City of Del City to complete the trail connection from the intersection of Reno Avenue and Sooner Road to The City of Oklahoma City's extensive trail system. That way our citizens can enjoy a metro-wide trail network via this important segment.

The project is not yet under design but negotiations are under way with a design consultant. Construction of this project will tentatively be in 2025.

The \$800,000 federal funds represent 80% of the construction and design cost. A 20% local match of \$200,000 will be required with some of that being in advance to pay for design.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

MIDWEST CITY: BOMBER RAIL TO TRAIL FROM S. SOONER RD TO QUINLAN PARK

Project No.: TAP3-7938(004)AG

State Job No.: 37938(04)(05)(06)(07)

This Agreement, made the day and year last written below, by and between the City of **Midwest City**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
TAP-ACOG	04	OKLAHOMA	37938(04)	TAP3-7938(004)AG	PEDESTRIAN/BIKE IMPROVEMENTS	MIDWEST CITY: BOMBER RAIL TO TRAIL FROM S. SOONER RD TO QUINLAN PARK

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, Funding Source ACOG-TAP total estimated cost of **\$800,000**, as described below:

FUNDING SOURCE =>			FUNDING SOURCE		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
37938(05)	Design -	\$250,000	80%	\$200,000	20%	\$50,000
37938(06)	Right-of-Way -					
37938(07)	Utilities -					
37938(04)	Construction - (With 6% Inspection)	\$750,000	80% up to a limit of	\$600,000	Remainder	\$150,000
Total		\$1,000,000	Total=>	\$800,000	Total=>	\$200,000

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases (**JP37938(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each

phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans,

specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior

written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has

occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20____, and the Department on the _____.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE

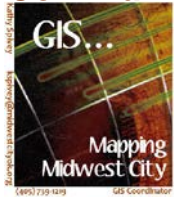
Director of Project Delivery DATE

APPROVED AS TO FORM AND LEGALITY

APPROVED

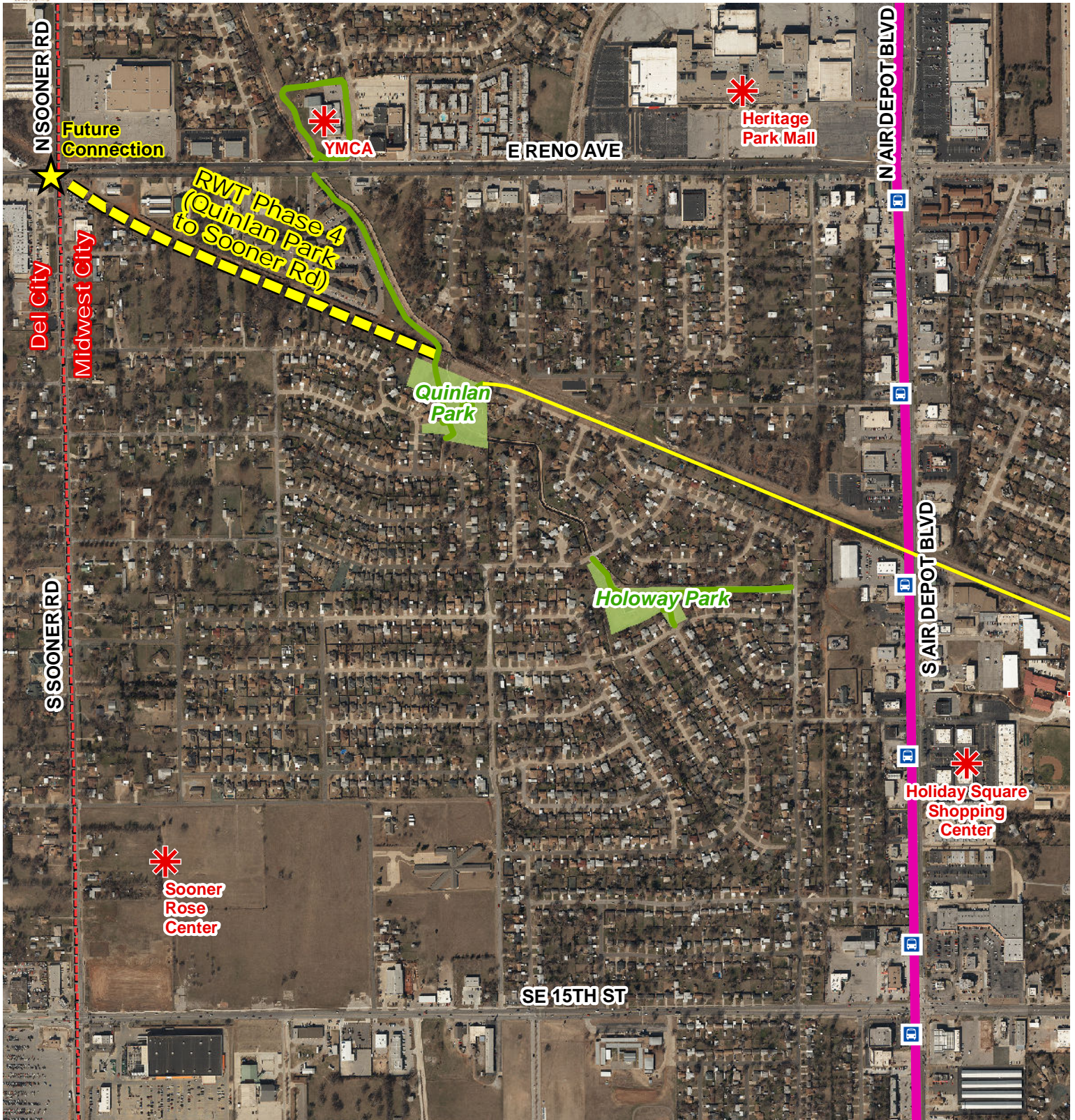
General Counsel DATE

Deputy Director DATE

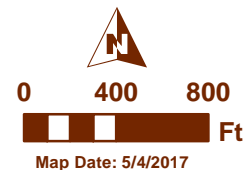


Rail with Trail - Phase 4

ACOG Transportation Alternatives Program Application



Legend			
Trails	Rail with Trail - Phase 4	Activity Centers	Commercial Corridor
Existing	Phase 4	Activity Center	Commercial Corridor
Funded		Parks	Bus Stops
Proposed			
Under Design			



DISCLAIMER:
 This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.

TO : Honorable Mayor and Council

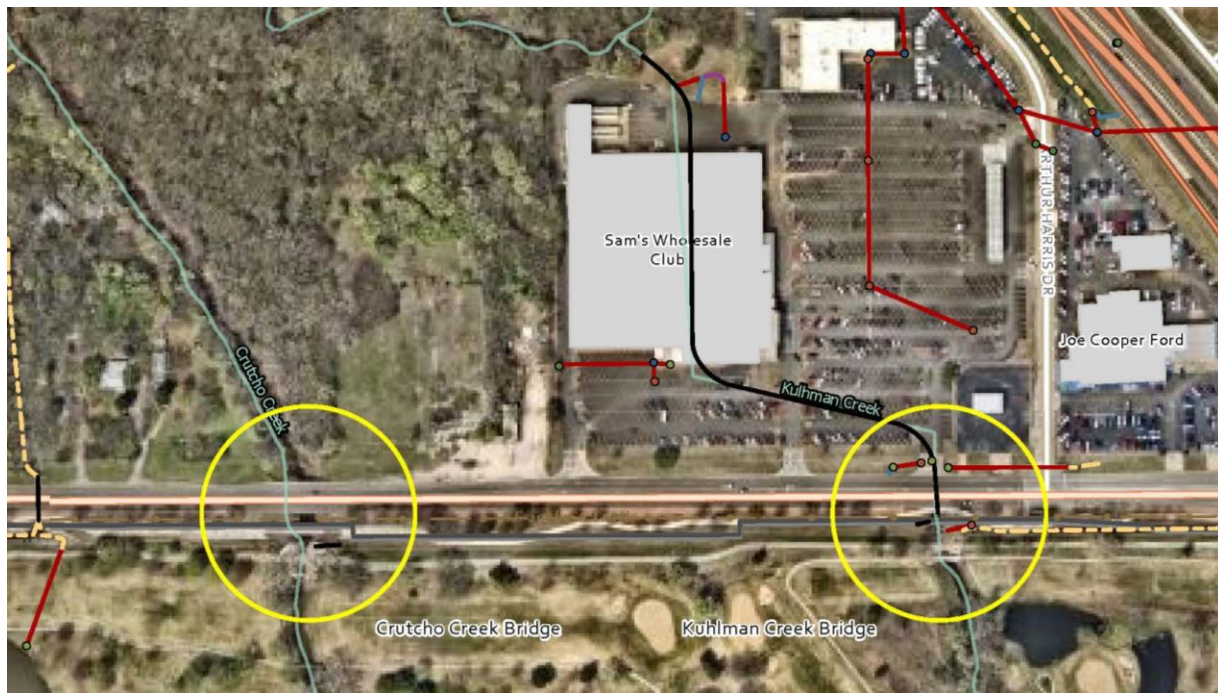
FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of approving a project agreement for State Job Number 36376(04), with the Oklahoma Department of Transportation (ODOT) to receive \$3,191,352 in construction federal funds on S.E. 29th Street; replacing the existing Bridge over Crutcho Creek and rehabilitating the existing box structure over Kuhlman Creek.

This agreement allows for collaboration with ODOT on a future federal project. Federal funds were granted through the ACOG STP-UZA funding program for a project on SE 29th Street to replace the existing Bridge over Crutcho Creek and rehabilitating the existing box structure over Kuhlman Creek.

This project has been under design and is currently awaiting a right of way (ROW) document prior to finishing an environmental review. Bidding of this project is tentatively scheduled for Fall 2024 with construction following in Winter 2024/2025.



The \$3,191,352 federal funds represent 80% of the construction cost. A 20% local match of \$797,838 will be required at bidding of the project. There are some funds already scheduled

under project #692202 but additional funding will need to be budgeted in the next fiscal budget year.

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line. The signature is stylized and somewhat cursive.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

MWC: BR & APPR OVER CRUTCHO CREEK ON SE 29TH ST & REHAB 0.25 MI E OVER KUHLMAN CREEK WITH TRAIL & SIDEWALK

Project No.: J3-6376(004)AG

State Job No.: 36376(04)

This Agreement, made the day and year last written below, by and between the City of MIDWEST CITY, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
STBG-UZA	04	Oklahoma	36376(04)	J3-6376(004)AG	BRIDGE & APPROACHES	MWC: BR & APPR OVER CRUTCHO CREEK ON SE 29TH ST & REHAB 0.25 MI E OVER KUHLMAN CREEK WITH TRAIL & SIDEWALK

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not- to-exceed**, STBG-UZA total estimated cost of **\$3,191,352**, as described below:

FUNDING SOURCE =>			STBG-UZA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36376(04)	Construction - (With 6% Inspection)	\$3,989,190	80 up to a limit of	\$3,191,352	Remainder	\$797,838
Total		\$3,989,190	Total=>	\$3,191,352	Total=>	\$797,838

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases (**JP 36376(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20_____, and the Department on the _____ day of _____, 20_____.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – CITY OF MIDWEST CITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date



Planning & Zoning Department

Matt Summers, Director of Planning & Zoning
Tami Anderson, Administrative Assistant
Emily Richey, Current Planning Manager
Petya Stefanoff, Comprehensive Planner

TO: Honorable Mayor and Council
FROM: Matt Summers, Director of Planning & Zoning
DATE: October 24th, 2023
SUBJECT: Discussion, consideration, and possible action of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to construct approximately a quarter (1/4) of a mile of the Tributary 4 trail.

This proposed project would be the first phase of the Tributary 4 (Trib. 4) trail. This project would begin by connecting the Soldier Creek and Pecan Grove trails in Tom Poore Park to Woodside Drive to the east.

The Tributary 4 trail is planned in the Midwest City Trails Master Plan, and will eventually be approximately 2.3 miles long. It is planned to run mostly east-west and will connect the following existing and proposed trails: Soldier Creek, Pecan Grove, Silver Meadows, and Silver Creek.

The accompanying programming resolution is required in order to have the referenced project considered for the Air Quality Small Grant Program. All projects that apply for this funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area. A minimum of 20% in local match is required under this program.

- Federal Funds: \$360,000
- Local Match: \$90,000
- Estimated Total Cost: \$450,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match and hire a design consultant. Project selection is scheduled for fall of 2023.

Staff recommends acceptance as this is consistent with past policy.

Matt Summers, AICP
Director of Planning & Zoning

RESOLUTION
PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM PROJECT

WHEREAS, Air Quality Small Grant Program funds for urbanized areas have been made available for improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City (City) has selected a project described as follows: Construction of One-Quarter (1/4) mile of trail as the first phase of the Tributary 4 Trail, and

WHEREAS, the engineer's preliminary estimate of cost is \$450,000, and Federal participation under the terms of Congestion Mitigation and Air Quality Improvement (CMAQ) funds is hereby requested for funding 80% of the project cost up to \$360,000, and

WHEREAS, the City proposes to use the Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at-\$90,000, and

WHEREAS, no City funds are committed by this action at this time, and

WHEREAS, the City has the required matching funds available and further agrees to fund the project for reimbursement of the federal funds, and

WHEREAS, the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor this 24th day of October, 2023.

ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney

Trib 4 Trail, Phase 1



 Proposed Trail



1 in = 376 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER
This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



Planning & Zoning Department

Matt Summers, Director of Planning & Zoning
Tami Anderson, Administrative Assistant
Emily Richey, Current Planning Manager
Petya Stefanoff, Comprehensive Planner

TO: Honorable Mayor and Council
FROM: Matt Summers, Director of Planning & Zoning
DATE: October 24th, 2023
SUBJECT: Discussion, consideration, and possible action of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to replace the existing bridge over Soldier Creek in Tom Poore Park.

For the proposed project; the existing outdated bridge in Tom Poore Park over Soldier Creek would be replaced by a newer, longer, and wider bridge able to handle not only pedestrians but also bicycles and maintenance vehicles.

This bridge project has long been requested by citizens, Public Works, and Police to improve the functionally obsolete bridge. The existing bridge is too short and lot to the creek making it susceptible to frequent flooding. Additionally, the bridge is only 4 ft. wide and expanded metal construction which is not ADA compliant. The new bridge would be designed to discourage public access but still allow for maintenance and other light vehicles.

The accompanying programming resolution is required in order to have the referenced project considered for the Air Quality Small Grant Program. All projects that apply for this funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area. A minimum of 20% in local match is required under this program.

- Federal Funds: \$624,000
- Local Match: \$156,000
- Estimated Total Cost: \$780,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match and hire a design consultant. Project selection is scheduled for fall of 2023.

Staff recommends acceptance as this is consistent with past policy.

Matt Summers, AICP
Director of Planning & Zoning

**RESOLUTION
PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM PROJECT**

WHEREAS, Air Quality Small Grant Program funds for urbanized areas have been made available for improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City (City) has selected a project described as follows: Replacement of the Soldier Creek Bridge in Tom Poore Park, and

WHEREAS, the engineer's preliminary estimate of cost is \$780,000, and Federal participation under the terms of Congestion Mitigation and Air Quality Improvement (CMAQ) funds is hereby requested for funding 80% of the project cost up to \$624,000, and

WHEREAS, the City proposes to use the Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at-\$156,000, and

WHEREAS, no City funds are committed by this action at this time, and

WHEREAS, the City has the required matching funds available and further agrees to fund the project for reimbursement of the federal funds, and

WHEREAS, the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor this 24th day of October, 2023.

ATTEST:

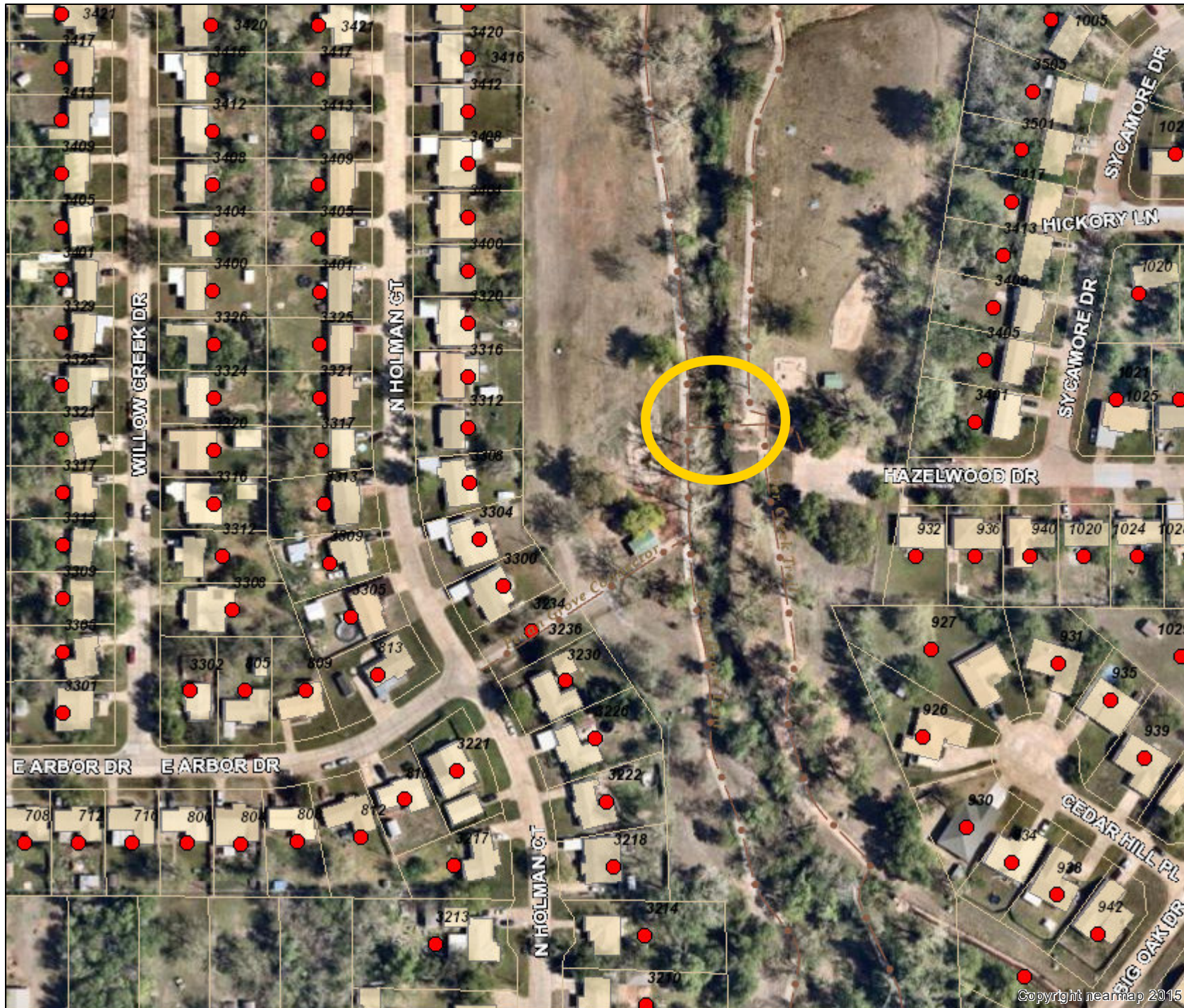
City Clerk

Mayor

Approved as to form and legality

City Attorney

Tom Poore Park Bridge Replacement



Bridge Replacement Location



1 in = 188 ft
when printed actual size on 8-1/2"x11" paper

DISCLAIMER

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Planning & Zoning Department

Matt Summers, Director of Planning & Zoning
Tami Anderson, Administrative Assistant
Emily Richey, Current Planning Manager
Petya Stefanoff, Comprehensive Planner

TO: Honorable Mayor and Council
FROM: Matt Summers, Director of Planning & Zoning
DATE: October 24th, 2023
SUBJECT: Discussion, consideration, and possible action of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to construct approximately a quarter (1/4) of a mile of sidewalk on the southern side of SE 15th Street.

This proposed project addresses a gap in the sidewalk network on the south side of SE 15th Street. This project would construct a sidewalk along the southern side of SE 15th Street from S. Sooner Road to Warren Drive. This segment of SE 15th Street has many commercial uses and the gap in pedestrian infrastructure prevents the sidewalks west of Warren Drive from connecting to the sidewalks along S. Sooner Road. By closing this gap in the sidewalk network, we make our community, and the businesses along SE 15th Street, more accessible.

The accompanying programming resolution is required in order to have the referenced project considered for the Air Quality Small Grant Program. All projects that apply for this funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area. A minimum of 20% in local match is required under this program.

- Federal Funds: \$148,000
- Local Match: \$37,000
- Estimated Total Cost: \$185,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match and hire a design consultant. Project selection is scheduled for fall of 2023.

Staff recommends acceptance as this is consistent with past policy.

Matt Summers, AICP
Director of Planning & Zoning

**RESOLUTION
PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM PROJECT**

WHEREAS, Air Quality Small Grant Program funds for urbanized areas have been made available for improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City (City) has selected a project described as follows: Construction of One-Quarter (1/4) mile of sidewalk along SE 15th Street, and

WHEREAS, the engineer's preliminary estimate of cost is \$185,000, and Federal participation under the terms of Congestion Mitigation and Air Quality Improvement (CMAQ) funds is hereby requested for funding 80% of the project cost up to \$148,000, and

WHEREAS, the City proposes to use the Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at-\$37,000, and

WHEREAS, no City funds are committed by this action at this time, and

WHEREAS, the City has the required matching funds available and further agrees to fund the project for reimbursement of the federal funds, and

WHEREAS, the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor this 24th day of October, 2023.

ATTEST:

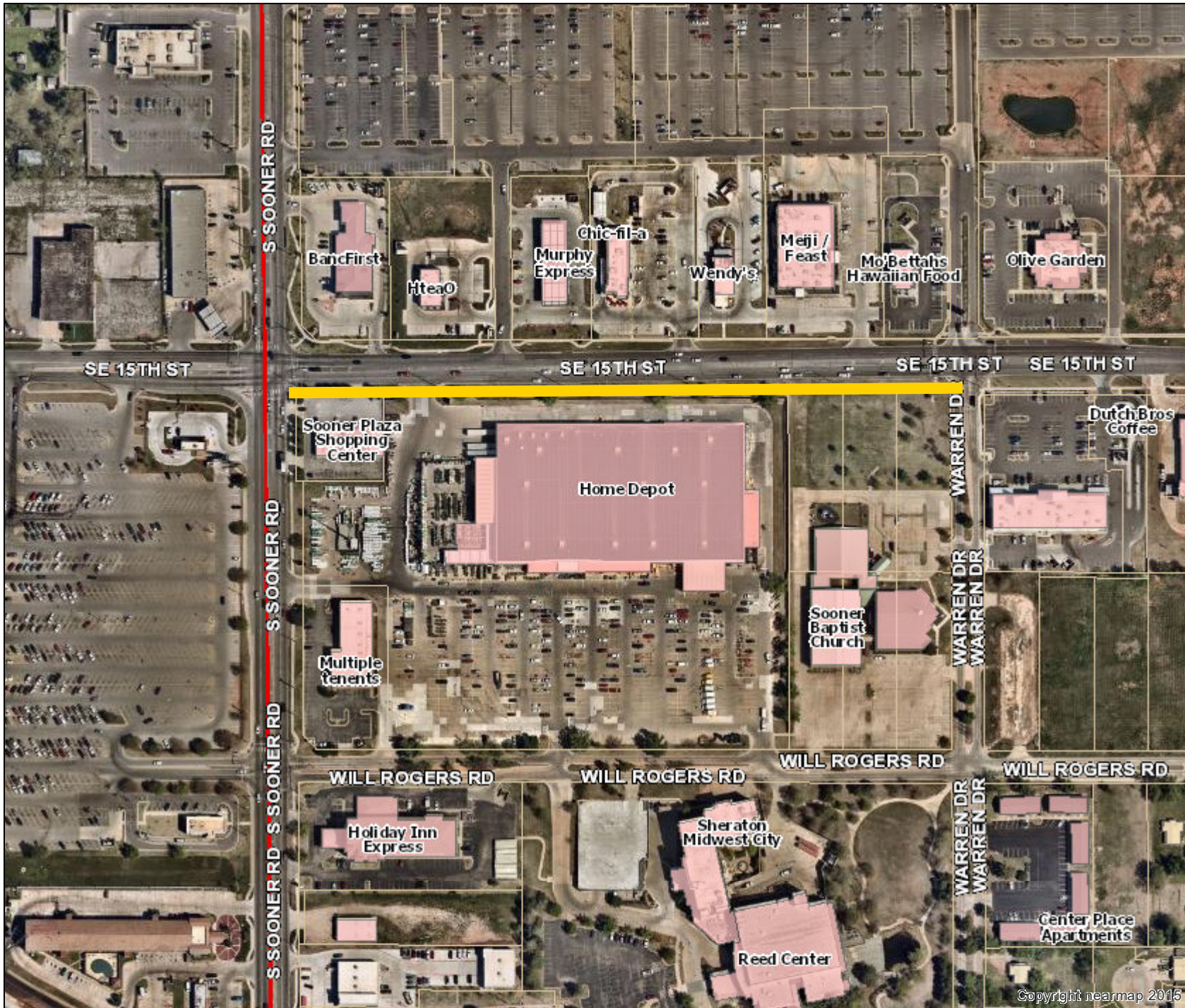
City Clerk

Mayor

Approved as to form and legality

City Attorney

SE 15th Street Sidewalk



 Proposed Sidewalk



1 in = 307 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER
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Planning & Zoning Department

Matt Summers, Director of Planning & Zoning
Tami Anderson, Administrative Assistant
Emily Richey, Current Planning Manager
Petya Stefanoff, Comprehensive Planner

TO: Honorable Mayor and Council
FROM: Matt Summers, Director of Planning & Zoning
DATE: October 24th, 2023
SUBJECT: Discussion, consideration, and possible action of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to construct approximately half a mile of sidewalk on the southern side of NE 23rd Street and two (2) bus stops.

For the proposed project; this project is a first phase in extending sidewalk along NE 23rd Street and installing bus stops.

The NE 23rd Street corridor lacks pedestrian and public transportation infrastructure. This project proposes to construct sidewalk along the southern side of NE 23rd Street from N. Air Depot Blvd. to the Soldier Creek Industrial Park. The project would also construct bus stops on the eastern and western sides of the project. With the recent groundbreaking of a large employer in the Soldier Creek Industrial Park, Crutchco Public School, and the SCIP Recreational Trails, there is positive momentum on this corridor in need of multi-modal transportation connectivity.

The accompanying programming resolution is required in order to have the referenced project considered for the Air Quality Small Grant Program. All projects that apply for this funding must be programmed in this manner. Programming a project does not guarantee the project will be funded since it competes with projects submitted by other entities across the metropolitan area. A minimum of 20% in local match is required under this program.

- Federal Funds: \$324,000
- Local Match: \$81,000
- Estimated Total Cost: \$405,000

No City funds are obligated at this time. However, if the project is funded, the City will be obligated to fund the local match and hire a design consultant. Project selection is scheduled for fall of 2023.

Staff recommends acceptance as this is consistent with past policy.

Matt Summers, AICP
Director of Planning & Zoning

**RESOLUTION
PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM PROJECT**

WHEREAS, Air Quality Small Grant Program funds for urbanized areas have been made available for improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City (City) has selected a project described as follows: Construction of One-Half (1/2) mile of sidewalk and two (2) bus stops on NE 23rd Street, and

WHEREAS, the engineer's preliminary estimate of cost is \$405,000, and Federal participation under the terms of Congestion Mitigation and Air Quality Improvement (CMAQ) funds is hereby requested for funding 80% of the project cost up to \$324,000, and

WHEREAS, the City proposes to use the Capital Improvements Project Fund as the source(s) of funds for the local match, which is estimated at-\$81,000, and

WHEREAS, no City funds are committed by this action at this time, and

WHEREAS, the City has the required matching funds available and further agrees to fund the project for reimbursement of the federal funds, and

WHEREAS, the City will select a design consultant qualified and licensed in the state of Oklahoma to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City, and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor this 24th day of October, 2023.

ATTEST:

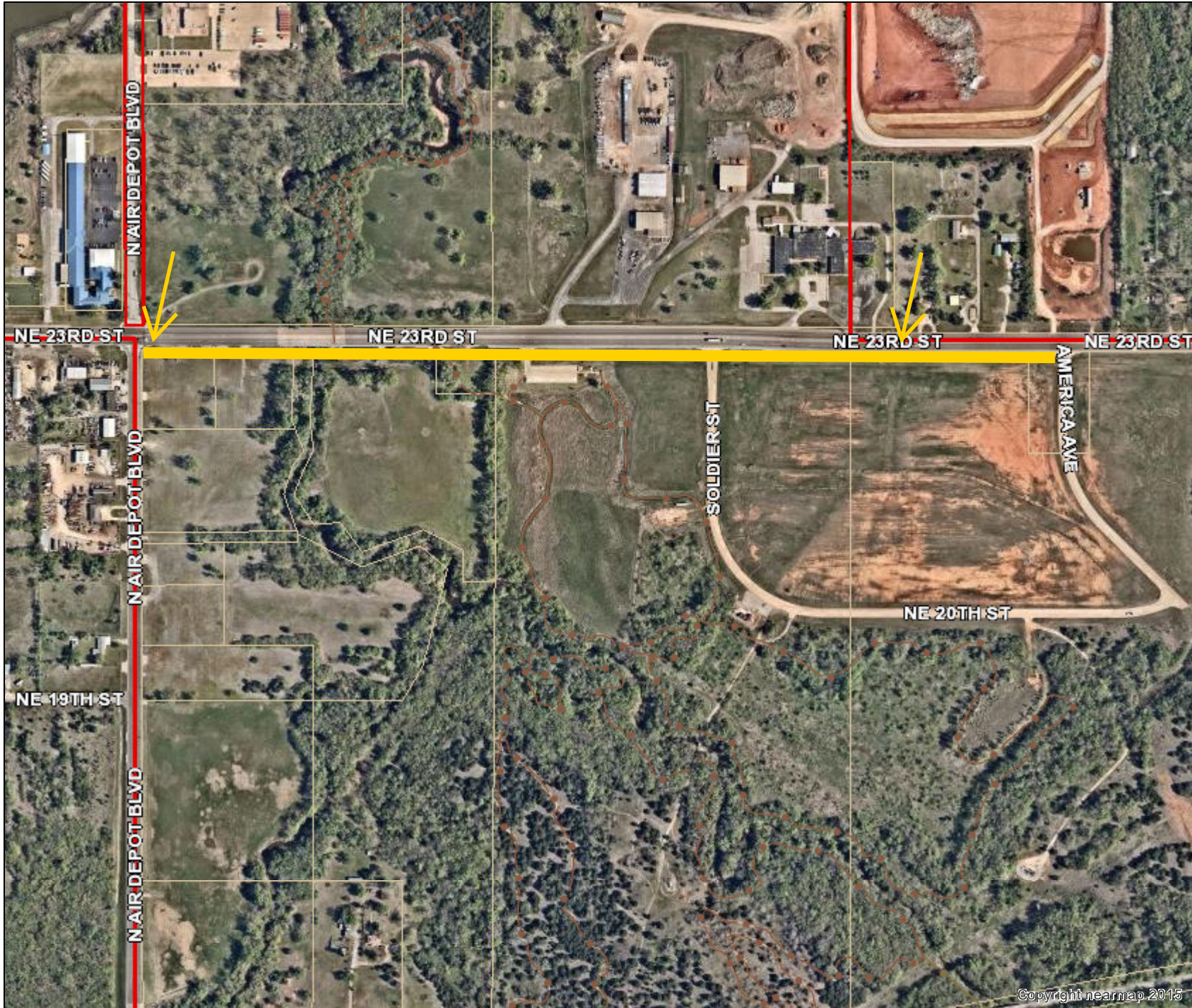
City Clerk



Mayor

Approved as to form and legality

City Attorney

NE 23rd Street Sidewalk & Bus Stops



-  Proposed Sidewalk
-  Proposed Bus Stop



1 in = 614 ft
when printed actual size
on 8-1/2"x11" paper

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City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
www.midwestcityok.org
Office: 405.739.1201

MEMORANDUM

To: Honorable Mayor and Council

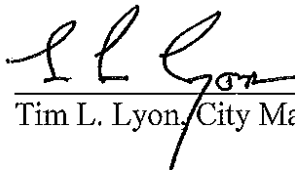
From: Tim Lyon, City Manager

Date: October 24, 2023

Subject: Discussion, consideration, and possible action of appointing Mrs. DeAnn Bower to the Midwest City Historical Society as the Ward 6 representative for a three-year term ending on January 12, 2027.

Council member Rick Favors would like to nominate Mrs. Bower as the Ward 6 representative on the MWC Historical Society. Per Midwest City Resolution 2023-21, the Ward 6 nominee will have an inaugural term of three years.

As discussed at the August 22, 2023 City Council meeting, the Historical Society will likely hold their first meeting in January 2024; therefore, all terms should commence thereafter. Thus, Mrs. Bower's three-year term will end January 12, 2027.



Tim L. Lyon, City Manager

Resolution No. 2023-21

**A RESOLUTION TO ESTABLISH A NEW MIDWEST CITY HISTORICAL SOCIETY
ESTABLISHING MEMBERSHIP AND TERMS OF OFFICE.**

WHEREAS, the City of Midwest City (the City) wishes to create a new Midwest City Historical Society (the Historical Society) for the purpose of preserving, collecting, researching, and interpreting historical information or items regarding Midwest City (the City) as a way to help future generations understand their heritage; and

WHEREAS, the Historical Society shall be composed of seven members with each City ward represented via a nomination by the elected councilperson of the Ward with the seventh member being a Mayor nomination; and

WHEREAS, members shall be approved via a majority vote of the presiding members of the Midwest City Council; and

WHEREAS, in order to ensure sustainable board continuity, members shall serve three-year terms with the exception of the inaugural members, who shall serve in staggered terms with Ward 1 and Ward 2 representatives for a one-year term, Ward 3 and Ward 4 representatives for a two-year term, and Ward 5, Ward 6 and Mayor representatives for a three-year term; and

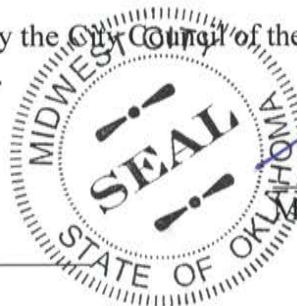
WHEREAS, the Historical Society members shall 1) execute, organize and raise funds for a beneficial community program, per the purpose of the Historical Society; and 2) provide regular reports and/or minutes to the City Council regarding the activity of the Historical Society; and

NOW, THEREFORE be it resolved by the City of Midwest City Council that the Midwest City Historical Society is hereby established.

PASSED AND ADOPTED by the City Council of the City of Midwest City and signed by the Mayor this 25 of July 2023.

ATTEST:


Sara Hancock, City Clerk




Matthew D Dukes II, Mayor

APPROVED as to form and legality this 26th day of July 2023.


Donald D. Maisch, City Attorney



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
www.midwestcityok.org
Office: 405.739.1201

MEMORANDUM

To: Honorable Mayor and Council
From: Tim Lyon, City Manager
Date: October 24, 2023
Subject: Discussion, consideration, and possible action of appointing Jacob Hussain to the Urban Renewal Authority to fill the unexpired term of Dave Herbert to end July 31, 2025.

At the October 10, 2023 Urban Renewal Authority meeting, Mr. Herbert needed to resign due to personal reasons. Midwest City is honored to have had his leadership and faithful service on this Authority since 2004. His wisdom will be missed.

Based upon Title 11 O.S. § 38-107(B). Urban Renewal Authority. "...the mayor, subject to the approval of the municipal governing body, shall appoint a Board of Commissioners consisting of five (5) members. The term of office of each such Commission member shall be for three (3) years..." Therefore, Mayor Dukes is recommending Mr. Jacob Hussain to serve on the Midwest City Urban Renewal Authority to fill the unexpired term of Dave Herbert ending July 31, 2025.

Mr. Hussain is a lifelong Midwest City resident with a Bachelor of Arts in Church Administration. Since 2005, he is the Owner/Operator of The Underground Coffee. He currently volunteers his time serving on the Midwest City Chamber of Commerce Board of Trustees and the Mid-Del Public Schools Foundation Board.

We have confirmed that Mr. Hussain meets all other areas of criteria set forth in State Law; thus, is eligible for appointment to the Midwest City Urban Renewal Board.

Midwest City Urban Renewal Authority Trustees

	Original Appointment	Term Expiration
Vacant (D. Herbert)	09-14-04	07-31-25
Jack Fry	07-28-20	07-31-26
Sherry Bearid	06-13-17	07-31-26
Wade Moore	07-27-21	07-31-24
Aaron Bud	05-16-23	07-31-25

Tim L. Lyon, City Manager



City Manager's Office
Vaughn Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

Date: October 24, 2023

To: Honorable Mayor and City Council

From: Vaughn Sullivan, Assistant City Manager

Subject: Discussion, consideration and possible action declaring a 2009 Chevy 2500, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

Pickup truck #14-02-34 is a 2009 Chevy 2500. The truck has 150249 miles on it and has had multiple transmission replacements. The truck has no useful life for the city and staff recommends this vehicle be declared surplus and placed on the city auction site.

Sincerely,

Vaughn K. Sullivan
Assistant City Manager



The City Of Midwest City Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405)739-1005

Date: October 24, 2023

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Discussion, consideration and possible action declaring the attached list as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

The following items are no longer in use and there is no other need for them within the City. This agenda item will declare these items as surplus.

- 1 – Ricoh Aficio 2035 copier
- 1 – Konica Minolta Bizhub C280 copier
- 1 – Jotto Desk mount for a tough book
- 1 – HP LaserJet Pro M102w printer
- 2 – HP LaserJet P1102w printers
- 3 – Frigidaire Commercial upright freezers

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: October 24, 2023

RE: Discussion, consideration, and possible action declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

The Department of Human Resources requests to declare the listed items of City property surplus and authorize their disposal through sealed bid, public auction, or by other means as necessary.

A Box-Legal hanging file folders

1 = Typewriter Cover
8 = 3" Ring Binders
4 = 2" Ring Binders
3 = 1 ½" Ring Binders
2 = 1" Ring Binders
3 = ½ Ring Binder
260 = legal three tabs folders with fastener brown
58 = Legal File Folders
1 = 8 x 8 1/2x 4 1/2 Metal Box with Hinged Lid
1 = Black Steelmaster Single One Drawer Index Card File Cabinet For 5X6
1 = Black Steelmaster Single One Drawer Index Card File Cabinet For 3X5
1 = Mesh Back Support
1 = Steel Wire Adjustable Vertical Desk File Organizer
76 = Badge Holders Pin Style W/White Inserts
9 = Recycled Pressboard 3-Tab File Folders, 2-Fasteners, 3" Expansion, Legal, Green
1 = Recycled Pressboard 3-Tab File Folders, 2-Fasteners, 3" Expansion, Green
6 = 2 Pocket Folder
5 = Resume Pocket Folder
1 = ProClick
20 = Report Cover
33 = Sheet Protector 3 Holes
400 = Laser Printer Cards
8 = Avery Clip Style Name Badges Package
160 = Pencils
600 = 3x5 Ruled Index Note Cards



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

- 1 Box = 3M 543 Micro Dictation Cassettes (5 Cassettes)
- 3 Boxes = No. 6 Round Head Fasteners
- 8 = 3.5 Unformatted Diskettes
- 5 = Smart NiMH Power
- ½ = Jumbo Non-Skid Paperclips
- 2 ½ Boxes = No. 2 Brass Washers
- 4 = Daily Desk File & Sorter (Trashed)
- ½ Box = 4x2 White Multi-Purpose Labels
- ½ Package = 2 5/8x4 Rolodex Rotary Cards, White
- 730 Cards = 2 1/4x4 Rolodex Rotary Cards, White
- 6 = Grip Punchless Binder with Spring-Action Clamp (Trashed)
- 1 = Countdown Timer
- 1 = Calculator
- 1 = Solar Calculator
- 1 = Basics Receipt Holder Spike, Check Spindle
- 1 = Wireless Office Headset System
- 2 = Metal Mesh Rolodex for Business Cards
- 1 = Covered Rolodex Cards File
- 1 = Package Coffee Filters
- 7 = CD Sleeves, Paper Envelopes 5 x 5 Inches White
- 1 = Legal Wall File
- 1 = Wall File
- 1 = Cash Tray with Lid
- 1 = Desktop File Document Tray
- 2 = Legal Desktop File Document Tray
- 2 = Small Clip Dispenser with Magnetic Top
- 1 = Envelope Moistener
- 1 = Black Ink Stamp Pad
- 3 = FAP03 Filters
- 8 = Retirement Table Decorations
- 1 = Pair Arms for A Chair

If declared surplus, these items will be placed on the websites for disposal through sealed bid, public auction, or by other means as necessary.

Troy Bradley, Human Resources Director



Information Technology
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 Office 405.739.1374
 Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: October 24, 2023

SUBJECT: Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

The following computer equipment and miscellaneous items are obsolete, defective, or have been replaced.

CPU		
Inventory #	Manufacturer	Serial Number
1972	Dell Optiplex 3020	38SPFB2
1973	Dell Optiplex 3020	30SNFB2
2038	Dell Precision 3620	49YMHH2
2041	Dell Precision 3620	49YPHH2
2040	Dell Precision 3620	49YNHH2
2159	Dell Latitude Rugged 5414	30HQSG2
2161	Dell Latitude Rugged 5414	GZGQSG2
2056	Dell Latitude 5014 Rugged	465MG92
2376	Dell Latitude 5414	5V1WSG2
N/A	Getac Tablet 7515	RV1WJB330492GD1A
1926	Getac T800 Tablet	RG539T0391
1078	iPad Air + Cellular	DMPLVU1PF4YF
2498	iPad 9.7 (2018) + Cellular	GG7X25QGJF88
2493	iPad 9.7 (2018) + Cellular	GG7X25VNJF88
2495	iPad 9.7 (2018) + Cellular	GG7X1V05JF88
2825	iPad 10.2 7th Gen + Cellular (2019)	F9FZL7ZYMDG4
3242	iPad 10.2 9th Gen + Cellular (2021)	DMPLVU1PF4YF
2822	iPad 10.2 7th Gen + Cellular (2019)	F9FZL975MDG4
1	Wright-Line Server Rack Data Closet	
1	Dell EMC AX4	SL7F3105100090
1	Dell EMC AX4	SL7E3102800167
1	Dell EMC AX4	SL7E3102800183



Information Technology
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 Office 405.739.1374
 Fax 405.869.8602

1	Dell EMC AX4	FCNMM103000097
		APM00103100613
1	EMC2 Server Rack Standby Power Supply	AC179100900444
1	EMC2 Server Rack Standby Power Supply	AC179100900081
1	Zetron Server Rack Data Closet	
MISCELLANEOUS		
Quantity	Hardware Type	Serial Number
1	Allworx Phone	
1	Acatel phone	B16PCYLFIJ0BS8XW
1	Samsung Galaxy A01	R9PR205JXLJ
1	Samsung Galaxy A02S	R9HR7070BBL
1	Cisco SG300-52P	PSZ20171LES5
1	Dell Power Connect 3524P	43D77M1
1	HP 4050 Laserjet Printer (NS)	USQF039352
1	HP Laserjet Pro M477fdn (SrCent)	VNBKK530H4
1	HP Laserjet P2055dn (CIS)	CNB9N61435
1	Cisco SG300-52P	PSZ20371J2L
1	Cisco SG300-28P	DN1737006H
1	Cisco SG300-52P	PSZ20171LF9
1	Cisco SG300-10P	PSZ18331GPK
1	Cisco SG300-10SFP	PSZ222819BA
1	Cisco SG300-52P	PSZ20391DZ0
1	Cisco SG300-28P	DNI161503GN
1	Cisco SG300-28PP 28-Port Switch	DNI161902CD
1	Cisco SG300-28PP 28-Port Switch	DNI151502S1
1	Cisco SG300-28PP 28-Port Switch	DNI170301CW
1	Cisco SG300-28PP 28-Port Switch	DNI161503G8
1	Cisco SG300-52PP 52-Port Switch	PSZ20171LF8
5	Allworx Phone	
4	Avigilon Cameras	
15	APC UPS	
1	Box of computer cables	
29	Dell Monitor	
3	Boxes of miscellaneous radio equipment	
1	Motorola Radio equipment	FD514CHK0620
1	Motorola Radio equipment	775CJK0461
1	Motorola Radio equipment	514CMP0226
1	Motorola Radio equipment	FD585CGK0674
1	Motorola Radio equipment	FD500CHK0505
1	Motorola Radio equipment	FD276CGR0334



Information Technology
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 Office 405.739.1374
 Fax 405.869.8602

1	Motorola Radio equipment	514CLV2475
1	Motorola box Cabinets	7326TA0020
1	Motorola box Cabinets	448CBM0418
1	Motorola box Cabinets	CAEZS1044P
1	Motorola MarraTrac	776HQA1046
1	Motorola MarraTrac	776TZC0662
1	Motorola MarraTrac	776TXE0570
1	Motorola MarraTrac	776TWE2183
1	Motorola MarraTrac	776TZC0819
1	Motorola MarraTrac	776TXE0533
1	Motorola MarraTrac	776HQJ0338
1	Motorola MarraTrac	776ARQ0547
1	Motorola MarraTrac	776TXC2000
1	Motorola MarraTrac	776TXE0569
1	Motorola MarraTrac	776TXC2006
1	Motorola MarraTrac	776AQY2512
1	Motorola MarraTrac	776TXC1476
1	Motorola MarraTrac	776TZE1004
1	Motorola MarraTrac	776TZE1019
1	Motorola MarraTrac	776TWE2167
1	Motorola MarraTrac	776TZC0822
1	Motorola MarraTrac	776TVW0536
1	Motorola MarraTrac	776ARQ0544
	Miscellaneous Radio Tower Pieces	
1	Motorola Quantar Amplifier	CLN1677A
1	Radio Tower UPS	AS0740333495
1	150 Watt Quantro Power Amplifier	TTF1440C
1	150 Watt Quantro Power Amplifier	TTF1460B
1	150 Watt Quantro Power Supply	
1	150 Watt Quantro Power Supply	
1	150 Watt High Voltage Power Box	42228
1	Motorola XTL5000	500CHK0510
1	Motorola XTL2500	514CHK0608
1	Motorola XTL2500	514CHK0669
1	Motorola XTL2500	514CHK0588
1	EFJohnson Radio Equipment	5377H1610T
1	CPI TTP216	10213004



DISCUSSION ITEMS





Police Chief Sid Porter
100 N. Midwest Boulevard
Midwest City, OK 73110
sporter@midwestcityok.org
Office: 405.739.1325
www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and City Council

From: Sid Porter, Police Chief

Date: October 24, 2023

RE: Discussion, consideration, and possible action of approving the First Amendment to the Safety Resource Officer contract with the Mid-Del School System to add an additional police officer to serve as a School Resource Officer at Midwest City High School.

At the request of the Mid-Del School System, we are proposing this amendment to add another School Resource Officer (SRO) for Midwest City High School. This will provide two SROs at Midwest City High School and one at Carl Albert High School.

The new additional SRO will serve from November 2023 – June 30, 2024 and their primary function will be to insure the safety of the students and faculty and provide campus security.

With the additional officer, the City and the Mid-Del School System have agreed that Mid-Del will pay the City an additional \$25,482.60 for a total sum of \$178,378.20 for this school year, which is in accordance with the original agreement of seventy percent of all three of the officer's total salaries. The City will pick up the remaining thirty percent of the salaries for each officer and the salary of the additional officer for June and July and assign the additional officer other duties during these two months.

Approval is at the discretion of the City Council.

Sid Porter
Police Chief

**FIRST AMENDMENT TO THE 2023-2024
SCHOOL RESOURCE OFFICER
MUTUAL COOPERATION AGREEMENT**

This First Amendment to the School Resource Officer Mutual Cooperation Agreement (Contract) between the City of Midwest City (City) and the Mid-Del School District of Oklahoma County, Oklahoma (District), jointly the City and District are hereby referred to as "Parties" is hereby made and entered into on the 9th day of October, 2023.

That on July 1, 2023 the Parties entered into a School Resource Officer Mutual Cooperation Agreement. Under the Consideration paragraph of the Contract, the Parties agreed:

The District agrees to pay the City (\$169,884.04) for the use of two (2) School Resource Officers for the period of (10) months, August to May of the Contract. The District will pay the City \$16,988.40 (Sixteen Thousand Nine Hundred Eight Dollars and Forty Cents) a month after each completed month of service. The City will pay any remaining balance of the Officer's yearly salary, benefits and appropriate collective bargaining agreement terms.

Under the Assignment of School Resource Officer paragraph, the Parties agreed:

1. City agrees to provide a police officer to serve as a School Resource Officer (SRO) at the following District school locations:

Midwest City High School, 213 Elm Drive

Carl Albert High School, 2009 S. Post Road

2. The primary function of the School Resource Officer shall be to insure the safety of the students and faculty and provide campus security. Specifically, the School Resource Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

Pursuant to the Modification of Agreement paragraph of the Contract, the Parties may modify the Contract at any time, provided that both parties agree in writing and with the same formalities as the original Contract.

A determination has been made that the District requires a third School Resource Officer for the remainder of the 2023-2024 School Year, starting on November 1, 2023. Based on this determination, the Consideration paragraph of the Contract should be modified as follows:

The District agrees to pay the City the sum of one hundred, seventy-eight thousand three hundred seventy-eight dollars and twenty cents (\$178,378.20) for the use of

three (3) School Resource Officers for the period of the remaining seven (7) months, November to May of the Contract. The District will pay the City \$25,482.60 (Twenty-Five Thousand Four Hundred and Eighty-Two Dollars and Sixty Cents) a month after each completed month of service. The City will pay any remaining balance of the Officer's yearly salary, benefits and appropriate collective bargaining agreement terms.

Based on the determination, the Assignment of School Resource Officer paragraph should be amended as follows:

1. City agrees to provide a police officer to serve as a School Resource Officer (SRO) at the following District school locations:

Two SROs at Midwest City High School, 213 Elm Drive

One SRO at Carl Albert High School, 2009 S. Post Road

2. The primary function of the School Resource Officer shall be to insure the safety of the students and faculty and provide campus security. Specifically, the School Resource Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

THEREFORE, pursuant to the Modification of Agreement paragraph contained in the Contract, the Parties hereby agree to amend the Consideration paragraph as contained in the Contract to read as follows:

The District agrees to pay the City the sum of one hundred, seventy-eight thousand three hundred seventy-eight dollars and twenty cents (\$178,378.20) for the use of three (3) School Resource Officers for the period of the remaining seven (7) months, November to May of the Contract. The District will pay the City \$25,482.60 (Twenty-Five Thousand Four Hundred and Eighty-Two Dollars and Sixty Cents) a month after each completed month of service. The City will pay any remaining balance of the Officer's yearly salary, benefits and appropriate collective bargaining agreement terms.

Additionally, the Parties agree to amend the Assignment of School Resource Officer paragraph as follows:

1. City agrees to provide a police officer to serve as a School Resource Officer (SRO) at the following District school locations:

Two SROs at Midwest City High School, 213 Elm Drive


One SRO at Carl Albert High School, 2009 S. Post Road

2. The primary function of the School Resource Officer shall be to insure the safety of the students and faculty and provide campus security. Specifically, the School Resource Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

All other terms and conditions contained in the original Contract shall remain in full force and effect.

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Approved this 9th day of October, 2023, by the Mid-Del School District.



President, Board of Education for the
Mid-Del School District

Attest:



Clerk, Board of Education for the
Mid-Del School District

Approved by the City Council and Signed by the Mayor for the City of Midwest City, this
_____ day of _____, 2023.

Matthew D. Dukes, II
Mayor, City of Midwest City

ATTEST:

Sara Hancock,
City Clerk, City of Midwest City

Donald D. Maisch
City Attorney, City of Midwest City

School Resource Officer
Mutual Cooperation Agreement

This mutual cooperation agreement made and entered into this 1st day of July, 2023, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "City", and the Mid-Del School District of Oklahoma County, Oklahoma, hereinafter referred to as "District", WITNESSETH.

PURPOSE:

The purpose of establishing the terms under this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer in said schools.

ADMINISTRATION:

This agreement shall be administered by the City Manager, Chief of Police of the City and the District Superintendent. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of the disputes. The City Manager and the Chief of Police of the City shall receive from the District periodic recommendations and suggestions as to the needs of the District. These recommendations shall be submitted by the District Superintendent.

CONSIDERATION:

The District agrees to pay the City (\$169, 884.04) for the use of two (2) School Resource Officers for the period of (10) months, August to May, of the contract. The District will pay the City \$16,988.40 (Sixteen Thousand Nine Hundred Eighty Eight Dollars and Forty Cents) a month after each completed month of service. The City will pay any remaining balance of the Officer's yearly salary, benefits and any appropriate collective bargaining agreement terms.

TERM OF AGREEMENT:

This agreement shall be in effect as the date the agreement is signed by the initiating parties and shall renew automatically unless otherwise modified. All parties signatory to this agreement may terminate participation upon thirty (30) days notice to all other signed parties to the agreement. The intent of both parties is to support and grow the program for the future.

AGENCY REPRESENTATIVES:

The parties will develop and implement procedures for ongoing evaluations/ meetings and will, at least annually review and if necessary, recommend any changes, MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by consent of the initiating parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all the consenting parties.

QUALIFICATIONS:

The Officers shall be a duly certified police officers of the City and shall perform those tasks and duties delineated in the job description as approved by the administrators, City agrees and guarantees that the police officers will be, at all times, a certified Peace Officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council of Law Enforcement and Training, the City of Midwest City, Oklahoma and as may be required by law, City warrants to District that the police officers are fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by City for use by police officers, including, but not limited to any weapons or equipment designed to or capable of causing harm to persons or property,

Assignment of School Resource Officer:

1. City agrees to provide a police officer to serve as a School Resource Officer (SRO) at the following District school locations:

Midwest City High School, 213 Elm Drive

Carl Albert High School, 2009 S. Post Road

2. The primary function of the School Resource Officer shall be to insure the safety of the students and faculty and provide campus security. Specifically, the School Resource Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

Duties of School Resource Officer:

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the Principal's office for assignments consistent with this Agreement

- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the campus Administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and -organizations associated with the campus and as a speaker on a variety of requested topics. Any activities outside normal business hours that a SRO is requested to attend will be financially compensated by the District.
- H. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the Principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the Principal request SRO involvement.
- I. If the Principal believes that in a given situation or incident there is a law violation, the Principal may request SRO involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the campus SRO.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The SRO and the Principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO is first and foremost a Law Enforcement Officer. This fact must be constantly reinforced.

N. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law—Adult and juvenile;
Alcohol and the law—Adult and juvenile;
Sexual assault prevention;
Safety programs—Adult and juvenile;

Bullying—In person and through cyberspace;

Assistance in other crime prevention programs as assigned.

O. The SRO will wear approved Department uniform.

P. The SRO will wear their Department authorized duty weapons in accordance with Department policy,

Q. The School Resource Officer shall attend professional development training as required by the City, District and SRO training. This training will be scheduled outside the School Resource Officer's normal operating hours

Hours of Work:

A. Unless otherwise directed by the Principal, City shall assign an SRO to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, each Principal shall be responsible for determining a consistent eight hour schedule per day for the SRO assigned to that Principal's campus, The SRO may attend outside activities associated with the school and shall coordinate these events with their immediate supervisor. The City may compensate the SRO for these events only if approved by an immediate supervisor, however, it will be the responsibility of the district to compensate the SRO (on a contractual basis) any event the district deems appropriate to have a SRO present.

Access to Education Records:

A. School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law.

B. If confidential student records information is needed by an SRO, the information may be released only as allowed by law.

Employment of School Resource Officers:

- A. The SRO shall be an employee of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SRO shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of the Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO position to the Chief of Police who shall assign such officers. If a Principal is dissatisfied with an SRO who has been assigned, that principal may request through the Security and Safety Coordinator of the district a new officer, The Security and Safety Coordinator of the district will forward the request to the Chief of Police for assignment of a different officer as the SRO for that school.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees,


TERMINATION: This agreement shall be subject to termination upon written notification by either party upon thirty (30) days notice.


WITNESS OUR HANDS this day and year first above written.

APPROVED by the Council and SIGNED by the Mayor for The City of Midwest City this 27 day of June, 2023.



THE CITY OF MIDWEST CITY

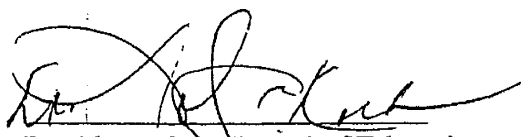

MATTHEW DUKES
MAYOR


SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

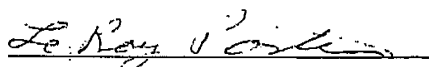

DONALD D. MAISCH, CITY ATTORNEY

By "District":


President of the Board of Education

4-10-23
Date

Attest:


Clerk-Board of Education

4-10-23
Date



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the Midwest City Council

From: Craig Davis, Fleet Manager

Date: October 24, 2023

RE: Discussion, consideration, and possible action of approving an expenditure of \$296,314.91 to O'Reilly Auto Parts to close out and terminate the contract between O'Reilly and the City of Midwest City.

O'Reilly submitted to the City of Midwest City a ninety (90) day notice to terminate its Integrated Supply Agreement to operate and manage the fleet parts store for the City of Midwest City. The Agreement terminated on September 28, 2023. In August of 2023, the City Council approved a new contract with NAPA to operate and manage the fleet parts store.

Pursuant to Paragraph 13 of the agreement between O'Reilly and the City of Midwest City, the City agreed to buy-back any non-O'Reilly product that was purchased by O'Reilly and to buy-back any inventory that O'Reilly purchased that was in stock at the time of the initial agreement with the City of Midwest City. All O'Reilly inventory that was O'Reilly product was returned to O'Reilly.

After an inventory review, the buy-back amount for the two types of inventory required to be bought back is \$296,314.91.

The action for the City Council is to approve the expenditure of the \$296,314.91 to complete buy-back of inventory and the termination of the Agreement between O'Reilly and the City of Midwest City, as required by Paragraph 13 of the Agreement.

Approval is at the discretion of the City Council.

Respectfully submitted,

Craig Davis
Fleet Services Supervisor

Line	Item	QOH	Cost	Cost Extended	SKUs	Total
OCL	18X9-50-8NHS	1	\$112.79	\$112.79	842	\$296,314.91
OCL	13X650-6	3	\$49.98	\$149.94		
OCL	18X950X8	1	\$49.95	\$49.95		
OCL	9X350X4	1	\$26.60	\$26.60		
OCL	7202	2	\$106.31	\$212.62		
OCL	18X850-8	4	\$59.00	\$236.00		
OCL	13-6.50-6	2	\$39.90	\$79.80		
ODC	11R225	7	\$174.26	\$1,219.82		
ODL	31580R225	1	\$330.00	\$330.00		
OFS	LT22575R17	2	\$162.09	\$324.18		
OFS	42565R225M	1	\$560.62	\$560.62		
OFS	184X34	1	\$1,015.25	\$1,015.25		
OGY	LT26570R17	4	\$200.99	\$803.96		
OGY	P23555R17	1	\$127.62	\$127.62		
OGY	ST20575R15	2	\$91.74	\$183.48		
OGY	26575R16	2	\$179.50	\$359.00		
OGY	24570R17	7	\$168.90	\$1,182.30		
OGY	P22560R16	6	\$112.21	\$673.26		
OGY	P23550R18	2	\$161.32	\$322.64		
OGY	20575R15	3	\$95.31	\$285.93		
OGY	P23570R15	3	\$70.98	\$212.94		
OGY	21575R175	1	\$352.95	\$352.95		
OGY	LT22575R17	2	\$150.41	\$300.82		
OGY	16X650X8	2	\$34.00	\$68.00		
OGY	12R225M	4	\$578.24	\$2,312.96		
OGY	11R245MSAS	1	\$386.18	\$386.18		
OGY	11R245S	2	\$386.18	\$772.36		
OGY	11R245M	1	\$591.00	\$591.00		
OGY	24570R195	1	\$331.13	\$331.13		
OGY	26570R195	3	\$287.15	\$861.45		
OGY	LT24570R17	4	\$159.28	\$637.12		
OGY	25570R16	4	\$123.57	\$494.28		
OGY	26560R17	3	\$137.90	\$413.70		
OGY	24575R16	4	\$171.38	\$685.52		
OGY	27570R18	4	\$151.89	\$607.56		
OGY	11R225S	4	\$542.17	\$2,168.68		
OGY	31580R225	4	\$1,220.00	\$4,880.00		
OGY	23555R17	1	\$130.52	\$130.52		
OGY	26565R18	4	\$200.80	\$803.20		
OGY	17580R13	4	\$64.98	\$259.92		
OGY	27555R20	2	\$157.50	\$315.00		
OGY	31580R225X	2	\$905.00	\$1,810.00		
OGY	23580R16	2	\$138.22	\$276.44		
OGY	12R225	1	\$541.25	\$541.25		
OGY	11R225RSA	2	\$477.35	\$954.70		
OGY	23550R18FH	1	\$390.00	\$390.00		
OGY	42565R225	1	\$805.95	\$805.95		
OGY	12-16.5NHS	2	\$245.00	\$490.00		
OGY	P26570R17	4	\$171.86	\$687.44		
OHC	11R225S	2	\$297.06	\$594.12		
OHC	31580R225	1	\$848.56	\$848.56		
OHC	31580R225S	2	\$320.00	\$640.00		
OHC	ST20575R15	3	\$105.40	\$316.20		
OIM	42565R225	1	\$461.45	\$461.45		
OIM	31580R225	5	\$784.38	\$3,921.90		
OKL	21560R15	2	\$81.76	\$163.52		
OMC	38565R225S	1	\$647.50	\$647.50		
OMC	42565R225	2	\$799.63	\$1,599.26		
ORR	11R225RM	27	\$158.25	\$4,272.75		
ORR	12R225RECAP	1	\$426.51	\$426.51		
OSA	12X165	2	\$248.58	\$497.16		
OSA	1000X16	1	\$265.40	\$265.40		

OXX	16X750X8	1	\$34.00	\$34.00
OXX	31	1	\$153.98	\$153.98
OXX	1000-16	2	\$288.63	\$577.26
OXX	1400R24	3	\$779.19	\$2,337.57
1BF	R45P	1	\$42.07	\$42.07
1BF	PA602	1	\$17.21	\$17.21
1BF	100-758	4	\$16.86	\$67.44
1BF	114500001	1	\$54.99	\$54.99
1BF	PA2652	1	\$49.96	\$49.96
1BM	11427673541	4	\$21.99	\$87.96
1BM	12127726112	6	\$21.72	\$130.32
1BM	13717672552	2	\$28.62	\$57.24
1BM	13717706414	3	\$31.76	\$95.28
1BM	34217660281	1	\$90.71	\$90.71
1BM	34118534183	1	\$84.21	\$84.21
1BM	12070ZR17	2	\$191.75	\$383.50
1BM	18055ZR17	1	\$259.99	\$259.99
1BM	11427721779	6	\$19.97	\$119.82
1BM	13727726799	2	\$36.99	\$73.98
1BM	34218562163	2	\$95.39	\$190.78
1BM	83212365958	16	\$17.99	\$287.84
1BM	61218531121	2	\$176.99	\$353.98
1BM	12128532942	2	\$19.55	\$39.10
1BM	34118405104	2	\$93.99	\$187.98
1BM	34218535157	1	\$28.79	\$28.79
1FD	9821387	1	\$37.49	\$37.49
1FD	F5AZ9276A	1	\$19.94	\$19.94
1FD	PA1772	1	\$35.92	\$35.92
1FG	FF5488	1	\$14.94	\$14.94
1FG	CV50633FLG	3	\$74.90	\$224.70
1GM	15140592	1	\$368.67	\$368.67
1GM	16531402	1	\$37.82	\$37.82
1GM	13585849	1	\$21.46	\$21.46
1GM	15074253	1	\$16.66	\$16.66
1GM	15926379	2	\$2.69	\$5.38
1GM	16219972	1	\$15.65	\$15.65
1GM	22754989	2	\$30.95	\$61.90
1GM	22759203	1	\$25.28	\$25.28
1GM	24236554	1	\$4.52	\$4.52
1GM	25553347	2	\$7.84	\$15.68
1GM	341511	2	\$9.06	\$18.12
1GM	8651419	1	\$5.27	\$5.27
1GM	89018678	1	\$45.57	\$45.57
1GM	9593298	1	\$79.97	\$79.97
1GM	10257766	1	\$2.40	\$2.40
1GM	10353306	1	\$4.57	\$4.57
1GM	11570580	9	\$3.61	\$32.49
1GM	12591290	1	\$43.85	\$43.85
1GM	12608662	1	\$41.89	\$41.89
1GM	19207430	2	\$76.61	\$153.22
1GM	20899523	1	\$241.21	\$241.21
1GM	12101917	4	\$22.88	\$91.52
1GM	92257335	2	\$54.48	\$108.96
1GM	10350736	1	\$125.34	\$125.34
1GM	92271062	3	\$122.60	\$367.80
1GM	24227747	1	\$43.39	\$43.39
1GM	24225825	1	\$36.79	\$36.79
1GM	92171228	2	\$15.36	\$30.72
1GM	22946377	1	\$75.94	\$75.94
1GM	11570339	5	\$3.68	\$18.40
1GM	15035747	7	\$12.96	\$90.72
1GM	19129787	4	\$23.05	\$92.20
1GM	92191924	1	\$41.10	\$41.10

1GM	92192011	1	\$51.07	\$51.07
1GM	92192013	4	\$57.32	\$229.28
1GM	15874811	1	\$193.07	\$193.07
1GM	21992746	12	\$3.97	\$47.64
1GM	19206571	1	\$348.07	\$348.07
1GM	8651908	2	\$100.87	\$201.74
1GM	19369078	1	\$170.72	\$170.72
1GM	92253877	3	\$187.09	\$561.27
1GM	92253878	2	\$187.75	\$375.50
1GM	92191916	4	\$5.10	\$20.40
1GM	15016308	2	\$4.41	\$8.82
1GM	11588541	12	\$3.41	\$40.92
1GM	11588640	6	\$3.72	\$22.32
1GM	92191938	1	\$80.37	\$80.37
1GM	92191939	2	\$115.53	\$231.06
1GM	92255338	1	\$452.96	\$452.96
1GM	92267162	3	\$59.87	\$179.61
1GM	13585446	1	\$264.17	\$264.17
1GM	19355766	2	\$90.64	\$181.28
1GM	22762584	2	\$30.65	\$61.30
1GM	92139225	5	\$2.65	\$13.25
1GM	92228333	6	\$2.80	\$16.80
1GM	92139104	3	\$4.33	\$12.99
1GM	92216821	5	\$27.22	\$136.10
1GM	92276907	1	\$528.79	\$528.79
1GM	20863973	1	\$35.77	\$35.77
1GM	92171917	2	\$21.53	\$43.06
1GM	92245554	1	\$735.00	\$735.00
1GM	15812029	1	\$27.30	\$27.30
1GM	CAPFLA	3	\$213.40	\$640.20
1GM	12673134	1	\$57.38	\$57.38
1GM	92280129	1	\$17.33	\$17.33
1GM	92280130	1	\$19.24	\$19.24
1GM	13281356	2	\$42.71	\$85.42
1GM	92511779	2	\$170.51	\$341.02
1GM	92280995	6	\$13.33	\$79.98
1GM	13587174	1	\$50.09	\$50.09
1GM	12477639	1	\$132.26	\$132.26
1GM	19301254	1	\$403.40	\$403.40
1GM	23144341	4	\$115.67	\$462.68
1GM	25800700	1	\$35.24	\$35.24
1GM	92286133	1	\$71.08	\$71.08
1GM	MU1005	1	\$200.78	\$200.78
1GM	84223345	2	\$110.70	\$221.40
1GM	84865905	3	\$105.53	\$316.59
1GM	84987498	3	\$298.83	\$896.49
1GM	23281508	2	\$3.34	\$6.68
1GM	92254798	1	\$543.43	\$543.43
1GM	92258220	1	\$200.39	\$200.39
1GM	92066863	2	\$7.63	\$15.26
1GM	12584040	3	\$6.68	\$20.04
1GM	12690764	3	\$6.10	\$18.30
1GM	13542117P	6	\$223.83	\$1,342.98
1GM	85537461	2	\$228.83	\$457.66
1GM	23110245	1	\$97.03	\$97.03
1GM	22943111	2	\$34.48	\$68.96
1GM	24294355	1	\$53.96	\$53.96
1GM	15138625	1	\$5.45	\$5.45
1GM	12674639	1	\$168.00	\$168.00
1GM	13513579	1	\$2.93	\$2.93
1GM	92276906	1	\$180.32	\$180.32
1SP	35-P-15-1	6	\$0.73	\$4.38
1SP	35-P-15-2	6	\$0.92	\$5.52

1WL	01026B827410	1	\$150.55	\$150.55
1WL	01026B827420	1	\$150.55	\$150.55
1WL	500LINER	1	\$102.00	\$102.00
1WL	50B02ZBR	1	\$154.00	\$154.00
1WL	50B02ZCR	3	\$135.00	\$405.00
1WL	50LENSLR	1	\$8.00	\$8.00
1WL	50R02ZCR	4	\$163.00	\$652.00
1WL	5FLANGEB	1	\$8.50	\$8.50
1WL	LEN3BLUE	1	\$75.00	\$75.00
1WL	LINZ6	1	\$133.16	\$133.16
1WL	MR11	1	\$32.00	\$32.00
1WL	H60SN12	9	\$27.93	\$251.37
1WL	RSB02ZCR	1	\$80.04	\$80.04
1WL	RB6TAP	1	\$143.07	\$143.07
1WL	ULTMC-RB	3	\$60.50	\$181.50
1WL	WLN-6SC0ENZR	2	\$296.01	\$592.02
1WL	6SC0ENZR	8	\$280.03	\$2,240.24
2BB	7004884	3	\$19.08	\$57.24
2BB	7006811	3	\$42.02	\$126.06
2BB	7010351	2	\$32.84	\$65.68
2BB	7286322	4	\$110.89	\$443.56
2BB	6692337	7	\$70.79	\$495.53
2BB	7251340	1	\$77.33	\$77.33
2BB	7251264	1	\$51.76	\$51.76
2BB	7176099	3	\$45.89	\$137.67
2BB	7193354	2	\$76.99	\$153.98
2BB	7013148	3	\$22.31	\$66.93
2BB	7246790	1	\$51.80	\$51.80
2BB	7246802	4	\$141.01	\$564.04
2BB	7349796	1	\$59.74	\$59.74
2BB	7319444	2	\$52.99	\$105.98
2BB	7257359	1	\$126.00	\$126.00
2BB	7006085	1	\$28.90	\$28.90
2BB	7386225	1	\$40.12	\$40.12
2BB	7386224	2	\$27.05	\$54.10
2BB	7310820	3	\$39.37	\$118.11
2BB	7400454	9	\$88.47	\$796.23
2BB	6597461	1	\$113.12	\$113.12
2BP	WM778A	1	\$41.25	\$41.25
2BP	LF14001NNFLG	1	\$40.83	\$40.83
2CA	4J6374	2	\$33.72	\$67.44
2CA	107-3746	1	\$298.28	\$298.28
2CE	109498A1	1	\$22.61	\$22.61
2CE	185506A1	2	\$271.92	\$543.84
2CE	23FP	16	\$4.35	\$69.60
2CE	82824870	1	\$15.50	\$15.50
2CE	97398C1	1	\$13.12	\$13.12
2CE	F44883	2	\$2.61	\$5.22
2CE	J938156	1	\$26.18	\$26.18
2CE	84342285	1	\$266.43	\$266.43
2CE	RH 100721	1	\$428.83	\$428.83
2CU	1401907	1	\$20.69	\$20.69
2CU	3103015	5	\$3.04	\$15.20
2CU	333058803	1	\$255.00	\$255.00
2CU	3957987	2	\$76.86	\$153.72
2CU	503-1070	1	\$104.00	\$104.00
2CU	4354280	2	\$43.90	\$87.80
2CU	2888173	1	\$448.00	\$448.00
2CU	4309454RX	1	\$386.65	\$386.65
2CU	4928594	1	\$153.00	\$153.00
2CU	5253019	2	\$12.74	\$25.48
2CU	4932615	5	\$3.74	\$18.70
2CU	2866636	1	\$11.23	\$11.23

2CU	2866337	2	\$6.99	\$13.98
2CU	3684359	2	\$10.74	\$21.48
2CU	4376837	3	\$38.90	\$116.70
2CU	M50-6032-74110450	1	\$165.00	\$165.00
2CU	M50-6031-71231300	2	\$351.50	\$703.00
2CU	4991807	1	\$97.90	\$97.90
2CU	4352363	1	\$600.00	\$600.00
2ES	EL7873203	1	\$431.70	\$431.70
2FL	DDER61709	2	\$95.17	\$190.34
2GU	3811X	4	\$445.72	\$1,782.88
2HQ	530150253	2	\$2.49	\$4.98
2HQ	C1Q-W40A	1	\$39.00	\$39.00
2HV	SVS-15MMF	1	\$66.75	\$66.75
2HV	0016388004	1	\$102.88	\$102.88
2HV	003-5181	4	\$26.25	\$105.00
2HV	00165598	1	\$1,549.00	\$1,549.00
2HV	0034576003	8	\$23.49	\$187.92
2HV	0153045	2	\$33.32	\$66.64
2HV	0191404	12	\$51.85	\$622.20
2HV	0312979	1	\$163.20	\$163.20
2HV	0315724012	11	\$76.83	\$845.13
2HV	0315772	4	\$246.40	\$985.60
2HV	0316367200	1	\$18.72	\$18.72
2HV	0316415031	4	\$11.38	\$45.52
2HV	0361474008	1	\$6.76	\$6.76
2HV	0361474009	1	\$11.67	\$11.67
2HV	0361495010	2	\$10.29	\$20.58
2HV	0361495012	8	\$30.92	\$247.36
2HV	0361597011	1	\$8.88	\$8.88
2HV	0485578	6	\$50.62	\$303.72
2HV	0551464	12	\$3.14	\$37.68
2HV	0553095	2	\$5.43	\$10.86
2HV	0630109	3	\$91.64	\$274.92
2HV	0690084001	5	\$26.40	\$132.00
2HV	0750724001	1	\$90.94	\$90.94
2HV	0933227SER	1	\$595.00	\$595.00
2HV	0933228SER	1	\$455.00	\$455.00
2HV	1084867005	2	\$21.00	\$42.00
2HV	1084870	1	\$62.69	\$62.69
2HV	2075540	5	\$17.46	\$87.30
2HV	22000082	1	\$71.35	\$71.35
2HV	26031403	8	\$19.39	\$155.12
2HV	3111554	5	\$22.05	\$110.25
2HV	3726079	2	\$318.80	\$637.60
2HV	42001145	3	\$89.36	\$268.08
2HV	42011145	3	\$115.08	\$345.24
2HV	43001431	3	\$92.98	\$278.94
2HV	60830425	7	\$20.98	\$146.86
2HV	73000410	4	\$14.21	\$56.84
2HV	AVF0345	1	\$122.45	\$122.45
2HV	AVF25	1	\$88.49	\$88.49
2HV	HC320	1	\$1,399.50	\$1,399.50
2HV	HVCSK20	6	\$15.57	\$93.42
2HV	SP016	4	\$12.04	\$48.16
2HV	1087631	1	\$113.71	\$113.71
2HV	SVS-25CM	2	\$27.00	\$54.00
2HV	207-2855	4	\$7.84	\$31.36
2HV	062-0804-SER	8	\$38.95	\$311.60
2HV	2000-3900	5	\$31.83	\$159.15
2HV	4000-1418	4	\$59.45	\$237.80
2HV	4000-1426	5	\$20.06	\$100.30
2HV	9201-0503	3	\$1.33	\$3.99
2HV	4200-0047	2	\$489.57	\$979.14

2HV	003-5084	2	\$67.16	\$134.32
2HV	093-3075-SER	2	\$150.02	\$300.04
2HV	108-5031	6	\$123.44	\$740.64
2HV	3536182C1	2	\$13.74	\$27.48
2HV	003-5082	10	\$124.75	\$1,247.50
2HV	001-6973-001	2	\$261.38	\$522.76
2HV	003-4806	10	\$18.28	\$182.80
2HV	048-5644	3	\$38.98	\$116.94
2HV	048-7425	2	\$221.55	\$443.10
2HV	075-0721	1	\$85.06	\$85.06
2HV	LAB0059151	1	\$249.25	\$249.25
2HV	093-2786	4	\$11.76	\$47.04
2HV	FS332000	2	\$11.64	\$23.28
2HV	048-5576-SER	4	\$67.18	\$268.72
2HV	048-5464	3	\$61.66	\$184.98
2HV	003-4207	2	\$72.36	\$144.72
2HV	108-7008	1	\$104.86	\$104.86
2HV	063-0108	6	\$86.06	\$516.36
2HV	SV-LCD70A-CBQKT	1	\$199.08	\$199.08
2HV	093-3074-SER	1	\$219.66	\$219.66
2HV	055-1463	8	\$8.62	\$68.96
2HV	001-6991	1	\$516.25	\$516.25
2HV	SV-523B	3	\$102.46	\$307.38
2HV	093-3311	1	\$2,778.50	\$2,778.50
2HV	BCB01485	29	\$13.83	\$401.07
2HV	093-2946-SER	1	\$3,100.72	\$3,100.72
2HV	063-0123	3	\$90.36	\$271.08
2HV	263-1146-001	2	\$77.88	\$155.76
2HV	003-4013	7	\$249.85	\$1,748.95
2HV	108-7766	3	\$109.27	\$327.81
2HV	093-2944-SER	1	\$4,900.00	\$4,900.00
2HV	115-1245-001	2	\$242.31	\$484.62
2HV	022-3509	1	\$93.07	\$93.07
2HV	010-4675-007	2	\$123.50	\$247.00
2HV	003-5111	1	\$19.60	\$19.60
2HV	10588	1	\$384.88	\$384.88
2HV	003-5142	2	\$42.00	\$84.00
2HV	026-2908-050	14	\$4.24	\$59.36
2HV	048-7446-002	6	\$35.34	\$212.04
2HV	9521-0800	8	\$5.81	\$46.48
2HV	9600-0700	64	\$5.81	\$371.84
2HV	2603-1402	8	\$7.17	\$57.36
2HV	9001-0812	8	\$5.81	\$46.48
2HV	9001-0816	8	\$5.81	\$46.48
2HV	4200-0049	4	\$710.55	\$2,842.20
2HV	4000-1419	4	\$22.05	\$88.20
2HV	MS99-69013	1	\$564.11	\$564.11
2HV	075-0953-001	3	\$156.69	\$470.07
2HY	108-7726-SER	6	\$178.72	\$1,072.32
2HY	263-1040	2	\$1,295.15	\$2,590.30
2HY	4688-1108	16	\$18.86	\$301.76
2HY	10464-CYL	2	\$811.26	\$1,622.52
2IH	0472149	8	\$10.89	\$87.12
2IH	2505201C1	2	\$8.72	\$17.44
2IH	2505695C1	1	\$16.81	\$16.81
2IH	3566160C1	2	\$11.99	\$23.98
2IH	398000C1	1	\$3.85	\$3.85
2IH	447186C1	1	\$34.76	\$34.76
2IH	472697C1	1	\$16.91	\$16.91
2IH	1841771C1	1	\$13.81	\$13.81
2IH	329648	1	\$99.86	\$99.86
2JD	TK4L	10	\$12.01	\$120.10
2JD	TK350P	10	\$38.11	\$381.10

2JD	TK350FD	5	\$95.96	\$479.80
2NW	100781	2	\$89.92	\$179.84
2PB	129132	6	\$4.74	\$28.44
2PB	011245	2	\$3.58	\$7.16
2PB	127808ETN	2	\$12.75	\$25.50
2PB	32411	1	\$165.00	\$165.00
2PB	4731HUN	2	\$48.90	\$97.80
2PB	5060610BLT	1	\$45.38	\$45.38
2PB	806526	1	\$93.40	\$93.40
2PB	NG5900FLG	4	\$43.59	\$174.36
2PB	802569BXW	2	\$395.00	\$790.00
2PB	GBEK4726E223STD	2	\$91.90	\$183.80
2PB	39874	5	\$11.74	\$58.70
2PB	MJS3028ET051	4	\$460.31	\$1,841.24
2PB	WE6034	3	\$7.28	\$21.84
2PB	CM103430	6	\$7.49	\$44.94
2PB	717395VEL	5	\$110.00	\$550.00
2PB	60315Y	5	\$69.90	\$349.50
2PB	L56-0001	1	\$27.20	\$27.20
2PB	WE10215	10	\$9.61	\$96.10
2PB	803114	2	\$166.30	\$332.60
2PB	05-16305	2	\$140.00	\$280.00
2PB	EF0212RL	1	\$25.07	\$25.07
2PB	K1289130RX	2	\$195.00	\$390.00
2PB	GBEK4709E223STD	4	\$48.90	\$195.60
2PB	107794X	2	\$36.90	\$73.80
2PB	10014535	19	\$8.99	\$170.81
2PB	ES1067	2	\$3.90	\$7.80
2PB	ES1068	2	\$3.28	\$6.56
2PB	5003323	1	\$99.90	\$99.90
2PB	KIT15625PM	1	\$474.00	\$474.00
2PB	RHK61XLS	4	\$5.60	\$22.40
2PB	Q59267	4	\$9.99	\$39.96
2PB	16-074181P2PS71L65	1	\$90.90	\$90.90
2PB	TE12003LBH	1	\$81.24	\$81.24
2PB	TE12004LBH	2	\$81.24	\$162.48
2PB	715372	6	\$44.17	\$265.02
2PB	K181265BXW	3	\$78.90	\$236.70
2PB	125398EXX	5	\$47.90	\$239.50
2PB	GBEK4709E220STD	4	\$42.90	\$171.60
2PB	CM10012097	2	\$160.00	\$320.00
2PB	BT223JAB	1	\$8.99	\$8.99
2PB	K129276BXW	5	\$190.00	\$950.00
2PB	2880512D	1	\$372.40	\$372.40
2PB	100.4719.10	6	\$13.62	\$81.72
2PB	P550830	3	\$14.74	\$44.22
2PB	AC2001	1	\$59.90	\$59.90
2PB	G906047RT	5	\$130.00	\$650.00
2PB	5009041PGBXW	3	\$150.00	\$450.00
2PB	10001383	2	\$524.00	\$1,048.00
2PB	2050811PRX	1	\$1,300.00	\$1,300.00
2PB	40010211M1D	2	\$185.00	\$370.00
2PB	R61762	1	\$199.76	\$199.76
2PB	KIT2252H2CG	2	\$358.00	\$716.00
2PB	87972A	1	\$115.00	\$115.00
2PB	05-20290	1	\$460.00	\$460.00
2PB	05-20070	1	\$365.00	\$365.00
2PI	OT03008	1	\$67.01	\$67.01
2VM	163627662	2	\$90.31	\$180.62
2VM	39233-692	4	\$57.34	\$229.36
2VM	153175010	4	\$137.33	\$549.32
2VM	163632910	2	\$192.81	\$385.62
2VM	180025499	1	\$119.82	\$119.82

2VM	DPR2516	1	\$174.95	\$174.95
2VM	625821001	1	\$105.26	\$105.26
2WC	WCHTB	107	\$0.60	\$64.20
2WC	WLTO-B	140	\$0.42	\$58.80
4AL	000402	1	\$4.11	\$4.11
4AL	000539	5	\$3.50	\$17.50
4AL	002037	2	\$5.18	\$10.36
4AL	00753222	1	\$3.89	\$3.89
4AL	00769799	4	\$9.07	\$36.28
4AL	100057	4	\$1.37	\$5.48
4AL	100706	1	\$58.96	\$58.96
4AL	700171	2	\$44.51	\$89.02
4AL	700886	8	\$31.32	\$250.56
4AL	701041	400	\$0.97	\$388.00
4AL	701044	500	\$0.65	\$325.00
4AL	11-0504	8	\$1.10	\$8.80
4BS	603196	6	\$21.05	\$126.30
4CC	9760	1	\$787.68	\$787.68
4FE	1714760	8	\$5.31	\$42.48
4HT	045898	2	\$23.90	\$47.80
4HT	602768X	3	\$114.80	\$344.40
4HT	781211	1	\$7.08	\$7.08
4HT	784223	8	\$9.25	\$74.00
4HT	788166	2	\$15.39	\$30.78
4HT	792002	5	\$6.38	\$31.90
4HT	797928	1	\$72.74	\$72.74
4HT	798694	1	\$117.11	\$117.11
4HT	TA14093240	1	\$69.94	\$69.94
4HT	781567	6	\$3.45	\$20.70
4HT	788794	2	\$29.52	\$59.04
4HT	601471	3	\$20.62	\$61.86
4HT	104-3624	1	\$216.79	\$216.79
4HT	602936	9	\$34.84	\$313.56
4HT	607407	1	\$238.35	\$238.35
4HT	601096	1	\$27.45	\$27.45
4HT	SWD1031	2	\$28.98	\$57.96
4HT	784249	1	\$45.74	\$45.74
4HT	26-12-12	1	\$149.00	\$149.00
4HT	96-319	134	\$24.60	\$3,296.40
4HT	96-341	9	\$23.30	\$209.70
4HT	92-037	59	\$23.90	\$1,410.10
4HT	92-301	78	\$44.98	\$3,508.44
4HT	92-133	51	\$32.80	\$1,672.80
4HT	92-078	3	\$21.90	\$65.70
4HT	133-2162	6	\$25.80	\$154.80
4HT	192-208	9	\$17.80	\$160.20
4HT	607288	6	\$5.49	\$32.94
4HT	606874	2	\$97.88	\$195.76
4HT	842623	3	\$18.20	\$54.60
4JC	4315387	4	\$181.77	\$727.08
4JC	10187PUMP	1	\$231.28	\$231.28
4JC	33-430	1	\$14.45	\$14.45
4JD	00001404402	1	\$23.35	\$23.35
4JD	00003503504	1	\$5.86	\$5.86
4JD	14M7396	10	\$1.19	\$11.90
4JD	19M8006	4	\$5.09	\$20.36
4JD	58X8X84MT	2	\$129.00	\$258.00
4JD	AL35179	1	\$45.20	\$45.20
4JD	AM122590	1	\$5.09	\$5.09
4JD	AM125504	2	\$4.52	\$9.04
4JD	AM133602	1	\$22.00	\$22.00
4JD	AT147496	1	\$77.95	\$77.95
4JD	LVA14170	1	\$7.35	\$7.35

4JD	LVU11254	1	\$25.50	\$25.50
4JD	LVU18943	1	\$20.10	\$20.10
4JD	M138375	1	\$4.91	\$4.91
4JD	M138445	2	\$23.09	\$46.18
4JD	M140221	3	\$5.50	\$16.50
4JD	M146877	4	\$4.04	\$16.16
4JD	M149281	1	\$2.05	\$2.05
4JD	MIU11104	1	\$4.21	\$4.21
4JD	R105228	6	\$21.16	\$126.96
4JD	RE56765	1	\$171.70	\$171.70
4JD	RE69637	1	\$45.28	\$45.28
4JD	T143802	1	\$249.80	\$249.80
4JD	T146672	2	\$82.62	\$165.24
4JD	T157492	2	\$290.70	\$581.40
4JD	T84194	1	\$249.90	\$249.90
4JD	TCU15800	1	\$340.83	\$340.83
4JD	TCU13195	2	\$56.67	\$113.34
4JD	TCU13198	1	\$56.18	\$56.18
4JD	TCU19299	5	\$17.35	\$86.75
4JD	TCU51424	3	\$7.43	\$22.29
4JD	TP160L	5	\$6.73	\$33.65
4JD	TCA22740	4	\$21.18	\$84.72
4JD	R120540	6	\$11.78	\$70.68
4JD	M136651	2	\$2.05	\$4.10
4JD	AL79010	2	\$62.92	\$125.84
4JD	SJ24089	5	\$20.10	\$100.50
4JD	TCU16907	1	\$55.09	\$55.09
4JD	DZ115390	1	\$36.01	\$36.01
4JD	DZ115391	1	\$28.97	\$28.97
4JD	TAC17636	1	\$83.35	\$83.35
4JD	SE501609	1	\$251.74	\$251.74
4JD	R536698	1	\$21.58	\$21.58
4JD	R138402	1	\$143.13	\$143.13
4JD	RE226012	1	\$576.77	\$576.77
4JD	TX310	5	\$77.43	\$387.15
4JD	M137567	1	\$198.47	\$198.47
4ST	00003506201	2	\$14.61	\$29.22
4ST	00009890516	3	\$0.50	\$1.50
4ST	11181953500	1	\$0.95	\$0.95
4ST	41280071060	1	\$15.45	\$15.45
4ST	41281490600	5	\$4.41	\$22.05
4ST	42011401801	1	\$9.01	\$9.01
4ST	42031410301A	1	\$10.99	\$10.99
4ST	42210071002	1	\$23.09	\$23.09
4ST	42821410300	1	\$9.99	\$9.99
4ST	1123-120-0620	1	\$24.66	\$24.66
4ST	1127-120-0650	1	\$85.29	\$85.29
4ST	1141-400-4731	1	\$83.71	\$83.71
4ST	4244-120-0611	1	\$72.80	\$72.80
4ST	7001	5	\$4.75	\$23.75
4ST	350-0527	1	\$4.60	\$4.60
4ST	1122-400-1314	1	\$129.60	\$129.60
4ST	1128-405-1000	2	\$9.00	\$18.00
4ST	0000-998-0604	2	\$2.10	\$4.20
4SY	SM-16-055	3	\$10.73	\$32.19
5AB	9146KIT	1	\$130.50	\$130.50
5EF	254531	4	\$58.00	\$232.00
5EF	410138	1	\$6.00	\$6.00
5EF	511351	1	\$101.16	\$101.16
5EF	MDE7715B	2	\$130.00	\$260.00
5EF	569588	1	\$943.00	\$943.00
5EF	MDE7720B	1	\$225.00	\$225.00
5LE	LABELB05000A	1	\$415.69	\$415.69

5LE	LAB48408	11	\$19.56	\$215.16
5LE	LAB14861	2	\$116.22	\$232.44
5LE	BCB01485	8	\$20.00	\$160.00
5LE	LAB85286	2	\$956.00	\$1,912.00
5LE	LAB14862	3	\$116.22	\$348.66
5LE	HYF20033	3	\$49.60	\$148.80
5LE	LAB166862	4	\$196.56	\$786.24
5LE	LABQUB00459	9	\$15.27	\$137.43
5LE	LABHYF20017	12	\$4.38	\$52.56
5LE	LAB181988	7	\$54.56	\$381.92
5LE	LABHYC02660	7	\$328.64	\$2,300.48
5LE	LAB85278	1	\$561.59	\$561.59
5LE	LABELI0085002	25	\$14.84	\$371.00
5LE	LAB97071	9	\$34.68	\$312.12
5LE	LAB85285	1	\$768.98	\$768.98
5LE	LAB201185	5	\$103.39	\$516.95
5LE	LABQUR01216	2	\$45.11	\$90.22
5LE	LABQUB00482	20	\$22.10	\$442.00
5LE	LAB172160	3	\$168.93	\$506.79
5LE	LABHYC08004	10	\$29.73	\$297.30
5LE	LAB154712	1	\$137.59	\$137.59
5LE	LABHYV30249	6	\$5.45	\$32.70
5LE	LABPNF02850	12	\$4.88	\$58.56
5LE	LABHYV30201	2	\$208.48	\$416.96
5LE	LAB160769	1	\$2,294.46	\$2,294.46
5LE	LAB166968	1	\$195.71	\$195.71
5LE	WR45103-03	1	\$84.00	\$84.00
5LE	WRBCB01485	47	\$11.06	\$519.82
5LE	LAB87585	1	\$184.43	\$184.43
5LE	LAB84875	6	\$45.77	\$274.62
5LE	WRQUC-00413/ST	2	\$109.81	\$219.62
5LE	WRQUC-00415/ST	2	\$109.81	\$219.62
5LE	WRQUC-00411/ST	8	\$36.36	\$290.88
5LE	LABQUB00493	2	\$196.00	\$392.00
5LE	LABQUB00465	2	\$21.37	\$42.74
5LE	LABQUB00462	4	\$49.26	\$197.04
5LE	LAB85279	3	\$30.48	\$91.44
5LE	LABEL100850-02	26	\$18.07	\$469.82
5LE	008-9508	1	\$4,688.44	\$4,688.44
5LE	FP3303024	16	\$4.28	\$68.48
5LE	LABQUB00101	8	\$21.36	\$170.88
5LE	LABHYV02250	4	\$41.97	\$167.88
5LE	LABELL02530	6	\$57.83	\$346.98
5LE	VAC43947F-30	3	\$590.21	\$1,770.63
6CB	X0027SW9L7	8	\$4.69	\$37.52
6DM	100001	2	\$395.10	\$790.20
6DM	42-0010	6	\$53.66	\$321.96
6DM	42-0015	2	\$69.20	\$138.40
6DM	DM-35-0008	2	\$65.03	\$130.06
6FF	S100H1315	1	\$55.90	\$55.90
6FF	S075H1314	2	\$37.90	\$75.80
8GR	1NXB4	2	\$14.66	\$29.32
8GR	8DN61	4	\$5.11	\$20.44
8GR	9CMV6	3	\$5.11	\$15.33
9AG	AG514234	7	\$40.34	\$282.38
9AG	AG514508	1	\$106.00	\$106.00
9AG	C450070	1	\$1.70	\$1.70
9AG	4158841	18	\$63.85	\$1,149.30
9AG	4291662	24	\$55.89	\$1,341.36
9AG	4365486	2	\$223.29	\$446.58
9AG	180009542	1	\$173.43	\$173.43
9AG	5BP0006659	10	\$19.73	\$197.30
9AP	114CL	3	\$3.65	\$10.95

9AP	338CAP	2	\$5.00	\$10.00
9AP	41280201211	1	\$195.99	\$195.99
9AP	5800677639	2	\$38.46	\$76.92
9AP	7501	65	\$0.10	\$6.50
9AP	924106	3	\$64.99	\$194.97
9AP	924107	2	\$64.99	\$129.98
9AP	CB12112	41	\$0.74	\$30.34
9AP	TF24F	3	\$29.74	\$89.22
9AP	75601	22	\$5.35	\$117.70
9AP	89018697	3	\$159.88	\$479.64
9AP	FT9419	1	\$84.27	\$84.27
9EL	Z8433001	1	\$18.00	\$18.00
9EM	695701-11-001	1	\$390.18	\$390.18
9EM	8542D170A	1	\$92.00	\$92.00
9EM	8804	1	\$115.00	\$115.00
9EM	9145	1	\$140.00	\$140.00
9EM	TLED04AA	1	\$52.00	\$52.00
9EM	TLED04BB	1	\$52.00	\$52.00
9EM	673856	6	\$105.00	\$630.00
9EM	9147	1	\$307.05	\$307.05
9EM	107396	1	\$2,415.67	\$2,415.67
9EM	40R	1	\$92.47	\$92.47
9EM	328865X	1	\$97.45	\$97.45
9EM	285075	1	\$840.00	\$840.00
9EM	9146	1	\$117.94	\$117.94
9EM	11.6124	1	\$39.00	\$39.00
9EM	STEERING-CYLINDER	1	\$571.62	\$571.62
9EM	421G15	1	\$212.35	\$212.35
9FL	YT582005334	2	\$57.24	\$114.48
9HD	01371	9	\$2.94	\$26.46
9HD	03709401	5	\$221.70	\$1,108.50
9HD	99278138	1	\$42.00	\$42.00
9HD	CRA51678	1	\$16.66	\$16.66
9HD	CRA51730RC	1	\$675.00	\$675.00
9HD	WN7895L	2	\$1.55	\$3.10
9HD	WS4968L	2	\$2.31	\$4.62
9HD	WLCHB	200	\$0.63	\$126.00
9HD	WLCHE	20	\$0.28	\$5.60
9HD	6907N	1	\$476.00	\$476.00
9HD	FR11110	2	\$22.90	\$45.80
9HD	SV-620A-KIT	4	\$361.82	\$1,447.28
9HD	N9267001	2	\$328.00	\$656.00
9HD	07158575010	1	\$3.75	\$3.75
9HD	WCH02	156	\$0.86	\$134.16
9HD	G1003840	8	\$16.00	\$128.00
9HD	K021557BXW	1	\$275.00	\$275.00
9HD	K038574BXW	1	\$802.00	\$802.00
9HD	26039800	1	\$1,041.91	\$1,041.91
9HD	065125	3	\$122.50	\$367.50
9HD	4969838NX	1	\$1,910.91	\$1,910.91
9HD	06-570	2	\$11.71	\$23.42
9HD	4T-8091	2	\$93.88	\$187.76
9HD	MHC012C060PT5P	40	\$1.31	\$52.40
9HD	MHC012C080PT5P	24	\$1.29	\$30.96
9HD	MFN012C5Z	24	\$0.72	\$17.28
9HD	1024869	3	\$49.99	\$149.97
9HD	1047022	1	\$14.99	\$14.99
9HD	286718	1	\$204.31	\$204.31
9HD	LB3678	1	\$153.50	\$153.50
9HD	FR1044	3	\$84.65	\$253.95
9HD	TIPPER	1	\$3,448.07	\$3,448.07
9HD	A49-50-2-R3-100	3	\$38.26	\$114.78
9HD	3576X	2	\$155.00	\$310.00

9HD	MF0059844	6	\$124.63	\$747.78
9HW	34X214PB	10	\$0.95	\$9.50
9HW	58LOC	196	\$0.25	\$49.00
9HW	58X11	21	\$0.44	\$9.24
9HW	BV20106	1	\$25.99	\$25.99
9HY	1785	1	\$535.29	\$535.29
9HY	38088	1	\$591.00	\$591.00
9HY	K6F6	1	\$13.88	\$13.88
9HY	WS8F8	1	\$87.60	\$87.60
9HY	ML-B-27	1	\$533.64	\$533.64
9HY	PACKER-ARM	1	\$355.74	\$355.74
9HY	K070955BXW	1	\$425.00	\$425.00
9HY	SPOOLVALVE	1	\$3,315.81	\$3,315.81
9HY	REBUILT-CYL-REARLOADER	3	\$1,691.66	\$5,074.98
9HY	HYF20017	1	\$3.35	\$3.35
9IN	VAC40052	4	\$596.92	\$2,387.68
9LI	05200712	1	\$2.99	\$2.99
9LI	05200722	5	\$2.67	\$13.35
9LI	322502	1	\$12.75	\$12.75
9LI	Q1000T3CL120V	5	\$2.14	\$10.70
9LI	3TDR3	2	\$122.36	\$244.72
9LI	5580CA	4	\$221.22	\$884.88
9LI	ED3704B	6	\$52.92	\$317.52
9LO	180001	10	\$4.15	\$41.50
9LO	180002	1	\$2.95	\$2.95
9LO	180003	23	\$1.95	\$44.85
9LO	6807600170	1	\$137.97	\$137.97
9LO	687230	283	\$0.52	\$147.16
9LO	701107	1	\$20.79	\$20.79
9LO	701150	1	\$26.74	\$26.74
9LO	702800	2	\$26.77	\$53.54
9LO	707211	1	\$15.99	\$15.99
9LO	708213	1	\$216.54	\$216.54
9LO	761396	12	\$15.33	\$183.96
9LO	762162	1	\$33.37	\$33.37
9LO	780000	5	\$5.00	\$25.00
9LO	HMN3413	1	\$39.50	\$39.50
9LO	KN20901	1	\$6.56	\$6.56
9LO	NUMBERS	920	\$0.29	\$266.80
9LO	8.5" DECAL	20	\$27.00	\$540.00
9LO	448721	4	\$2.11	\$8.44
9LO	H1937	20	\$1.96	\$39.20
9LO	MWCOK	15	\$6.25	\$93.75
9LO	ACCREDITED	73	\$5.00	\$365.00
9LO	ACOG	4	\$2.55	\$10.20
9LO	50	8	\$21.00	\$168.00
9LO	916DLN	1	\$0.95	\$0.95
9LO	FIRE EXTINGUISHER INSIDE	2	\$3.43	\$6.86
9LO	FIRE EXTINGUISHER IN	1	\$3.43	\$3.43
9OC	550026854	1	\$288.54	\$288.54
9OC	5W30	922	\$2.21	\$2,037.62
9OC	41460	8	\$11.99	\$95.92
9OC	10WUSRA	160	\$2.65	\$424.00
9OC	15W40	892	\$3.55	\$3,166.60
9OC	75505	20	\$2.45	\$49.00
9OC	75W90SYN	11	\$4.96	\$54.56
9OC	ATF	1259	\$4.16	\$5,237.44
9OC	AW46	2147	\$2.30	\$4,938.10
9OC	S2V22	184	\$4.25	\$782.00
9OC	SYN295	162	\$6.40	\$1,036.80
9OC	DEOSECT	12	\$23.94	\$287.28
9OC	585782	162	\$3.59	\$581.58
9OC	UTF	193	\$2.34	\$451.62

9OC	AMSOIL-SPRAY	12	\$12.50	\$150.00
9OC	SYN668	724	\$9.55	\$6,914.20
9OC	R134A-30-1	47	\$11.30	\$531.10
9OC	GUARDOL	190	\$10.59	\$2,012.10
9OP	6INBLK	19	\$5.40	\$102.60
9OP	6INRED	11	\$15.00	\$165.00
9OP	785108	5	\$59.50	\$297.50
9OP	786710	19	\$19.00	\$361.00
9OP	78924201	2	\$36.00	\$72.00
9OP	911EMERGENCY	5	\$6.50	\$32.50
9OP	BINSP	6	\$11.05	\$66.30
9OP	BLKMWCDECAL	6	\$11.50	\$69.00
9OP	CAPTAIN	12	\$3.50	\$42.00
9OP	EXIT	3	\$12.65	\$37.95
9OP	HYBRID	8	\$8.80	\$70.40
9OP	MAJOR	8	\$3.00	\$24.00
9OP	SUPER	6	\$6.50	\$39.00
9OP	10	1	\$21.00	\$21.00
9RR	0007	1	\$125.00	\$125.00
9RR	4890JB320A	1	\$1,275.00	\$1,275.00
9RR	J36521	1	\$396.00	\$396.00
9RR	10630CYL	1	\$775.50	\$775.50
9RR	10716	1	\$801.06	\$801.06
9RR	10749CYL	1	\$5,888.82	\$5,888.82
9RR	10777CYL	1	\$188.48	\$188.48
9SM	P790166	1	\$6.31	\$6.31
9SM	602341	1	\$12.33	\$12.33
9SM	753-06288	1	\$16.73	\$16.73
9SM	602263	6	\$10.78	\$64.68
9SP	00098356	4	\$75.68	\$302.72
9SP	05050794	4	\$91.85	\$367.40
9SP	07235	2	\$223.77	\$447.54
9SP	08554C	9	\$21.79	\$196.11
9SP	09592	7	\$88.30	\$618.10
9SP	10946	2	\$140.26	\$280.52
9SP	12793	1	\$560.88	\$560.88
9SP	12907	11	\$19.49	\$214.39
9SP	13604	7	\$539.43	\$3,776.01
9SP	14219	1	\$59.84	\$59.84
9SP	15726	5	\$157.91	\$789.55
9SP	15995	2	\$1,597.73	\$3,195.46
9SP	22445	1	\$28.32	\$28.32
9SP	725356	1	\$37.56	\$37.56
9SP	725705	1	\$82.86	\$82.86
9TE	03-090	5	\$34.22	\$171.10
9TR	6"UBOLT-K	1	\$15.00	\$15.00
9TR	4681	2	\$2.95	\$5.90
9XX	DRIVESHAFT	2	\$351.66	\$703.32
9XX	4-0251-0	1	\$89.82	\$89.82
9XX	326234-S	1	\$130.72	\$130.72
9XX	12088399	1	\$107.40	\$107.40
9XX	CU-800-D	3	\$5.40	\$16.20
9XX	091-55-20-120-BW	1	\$475.63	\$475.63
9XX	FHL-TAIL	1	\$103.15	\$103.15
9XX	11R225M	5	\$177.69	\$888.45
9XX	11R225NM	1	\$283.73	\$283.73
FRT	FREIGHT	1	\$104.38	\$104.38
LMP	24	9	\$0.35	\$3.15
LMP	37	1	\$0.31	\$0.31
LMP	53	14	\$0.36	\$5.04
LMP	1815	5	\$0.57	\$2.85
LMP	168	1.7	\$0.29	\$0.49
LMP	97NA	6	\$0.78	\$4.68

LMP	194NA	8	\$0.42	\$3.36
LMP	211-2	2	\$0.50	\$1.00
LMP	270H1	2	\$6.19	\$12.38
LMP	578	7	\$1.30	\$9.10
LMP	307	4	\$0.67	\$2.68
LMP	1003	3	\$0.47	\$1.41
LMP	1141	1	\$0.50	\$0.50
LMP	1156NA	1	\$0.50	\$0.50
LMP	1157NA	1	\$0.83	\$0.83
LMP	1196	7.9	\$3.24	\$25.60
LMP	1683	1	\$3.39	\$3.39
LMP	1891	3	\$0.33	\$0.99
LMP	3156	1.9	\$0.48	\$0.91
LMP	3157	2	\$0.45	\$0.90
LMP	3457NA	5.4	\$1.96	\$10.58
LMP	3057	1	\$0.45	\$0.45
LMP	3157NA11	5	\$1.64	\$8.20
LMP	PC194	2.8	\$0.62	\$1.74
LMP	LS6501	7	\$3.42	\$23.94
LMP	PC37	8	\$0.69	\$5.52
MTM	32121	1	\$15.38	\$15.38
TIR	11R245	4	\$147.33	\$589.32
TIR	13X650X6	3	\$52.45	\$157.35
TIR	410X350X6	2	\$21.81	\$43.62



REMIT TO: PO BOX 9464
 SPRINGFIELD, MO 65801-9464

OFFICE P.O. BOX 1156, SPRINGFIELD, MO. 65801

PHONE (417) 862-3333

BILL TO The City Of Midwest City, Oklahoma

Craig Davis
 8730 SE 15th St.
 Midwest City, OK 73110

Eva Deen
 8730 SE 15th St.
 Midwest City, OK 73110

INVOICE NUMBER	9272023
INVOICE TYPE	Charge
INVOICE DATE	9/28/2023

COPY General Counsel

COUNTER NO	SPECIAL INSTRUCTIONS	SHIP VIA	CUSTOMER ORDER NO.	TIME OF ORDER	FILLED BY	CHECKED BY

TAX	RC	QTY	LINE	ITEM #	DESCRIPTION	LIST PRICE	NET PRICE	DISC %	CORE PRICE	EXTENDED PRICE
					Inventory Buy-Back					\$ 296,314.91

CUSTOMER COPY <i>"We appreciate your business"</i>	SUB-TOTAL	\$ 296,314.91
	MISC	\$ -
	TAX/FEES	\$ -
	TOTAL	\$ 296,314.91



Date: 06/20/2023
To: The City of Midwest City, Attn: Craig R. Davis, Eva Deen and Donald D. Maisch
From: Joe Micko, Senior Director of Strategic Accounts
Subject: 90 Day Notice to Terminate

Craig, Eva and Donald,

While we have appreciated the opportunity to work with Midwest City, we are, at this time, providing the City with our 90-day notice of termination of the Integrated Supply Agreement (dated January 13, 2021) pursuant to Section 2 of the Agreement. The termination date will be September 28, 2023.

We will work with you to establish a final inventory date of all Non-O'Reilly inventory owned by O'Reilly that will be charged back to the City of Midwest City and the removal of all O'Reilly inventory, supplies and equipment as the parties have agreed to in Section 13 of the Agreement. O'Reilly and the City of Midwest City will continue to operate under the terms of the Supply Agreement (dated January 13, 2021) up to the termination date of September 28, 2023.

Again, we appreciate the years we have worked together and wish the City of Midwest City and yourself the best in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Micko", is written over the word "Sincerely,".

Joe Micko



**INTEGRATED SUPPLY AGREEMENT BY
AND BETWEEN
O'REILLY AUTO ENTERPRISES LLC.
AND
THE CITY OF MIDWEST CITY, OKLAHOMA**

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between O'Reilly Auto Enterprises LLC., a Missouri Corporation (dba O'Reilly Auto Parts) (referred to as "O'REILLY" or "OAP"), and The City of Midwest City, Oklahoma and its affiliates and subsidiaries (referred to as "THE CITY OF MIDWEST CITY, OKLAHOMA"), (collectively, the "Parties") to be effective as of the 13th day of January, 2021 (the "Effective Date").

WITNESSETH

WHEREAS, O'REILLY desires to establish an on-site vendor managed parts store in THE CITY OF MIDWEST CITY, OKLAHOMA location(s) to service the vehicle parts needs of THE CITY OF MIDWEST CITY, OKLAHOMA and to serve as a supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of THE CITY OF MIDWEST CITY, OKLAHOMA; and

WHEREAS, THE CITY OF MIDWEST CITY, OKLAHOMA desires to provide space for the Inventory on the premises of THE CITY OF MIDWEST CITY, OKLAHOMA for use by O'REILLY ("On-Site Store") and agrees that O'REILLY will be the sole on-site store provider of Inventory both "O'Reilly internal and Non O'Reilly inventory" pursuant to the terms here within. O'Reilly understands The City reserves the right to purchase parts and/or services from other sources, if it is in the best interest of the City. If the vendor cannot obtain the desired part by start of the next business day, in an emergency situation, or if, for any reason, the vendor cannot supply the part in an acceptable time frame, the City may procure parts immediately by any means necessary.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and of those contained in the "bid document" submitted (by O'Reilly for the 2021 fiscal year) to the City of Midwest City, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

Each of the recitals set forth above is hereby incorporated into the Agreement in its entirety.

- 1. THE CITY OF MIDWEST CITY, OKLAHOMA CURRENT LOCATION:** O'REILLY will establish On-Site Store(s) at THE CITY OF MIDWEST CITY, OKLAHOMA location listed below:

8730 SE 15th St, Midwest City, OK 73110

2. **TERM:** The initial term of this Agreement shall be for (1) fiscal year or the remaining months of FY20/21 ("Term") ending June 30, 2021. Upon expiration of the initial term, THE CITY OF MIDWEST CITY, OKLAHOMA will have the option to renew in (1) one year increments not to exceed (5) five consecutive contract years, by writing to the vendor requesting such renewal. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience for any reason or no reason by tendering to the other party ninety (90) days prior written notice of such termination, provided, however that THE CITY OF MIDWEST CITY, OKLAHOMA shall be liable for cancellation fees associated with any services, including without limitation, internet cancellation fees, incurred by O'REILLY as a result of the termination.

3. **DUTIES AND RESPONSIBILITIES OF O'REILLY:** O'REILLY shall have the following duties and responsibilities during the term of this Agreement:

a. O'REILLY will operate the On-Site Store(s) and provide the Inventory to THE CITY OF MIDWEST CITY, OKLAHOMA's location(s) designated in Paragraph (1) (the "Location(s)"). O'REILLY shall provide all personnel required to operate the Location(s).

b. In those circumstances when delivery is required by THE CITY OF MIDWEST CITY, OKLAHOMA, O'REILLY will provide parts to the Location(s) on a daily route basis. O'REILLY will issue a fee on the monthly profit and loss statement that will cover all associated costs for distribution center and city route delivery. This will be the only fee in regards to daily deliveries and nightly inventory replenishment that O'REILLY will pass on to THE CITY OF MIDWEST CITY, OKLAHOMA.

c. OAP understands that any item, parts or supplies, are not to be issued to the City personnel until all part information has been entered into the Computerized Fleet Analysis (CFA) application first. Upon entering the information into CFA, the on-site team member will then be responsible for delivering the correct parts and/or supplies to the corresponding technician's work station who will review and sign the order ticket (receipt). This will be the responsibility of the on-site team member for every item and/or supplies that are ordered. Every order ticket (receipt) shall contain what items were delivered and the signature of the City employee who received them. These order tickets (receipts) will then be given to the Fleet records clerk for each work order requisition. OAP understands how important checks and balances are and will make sure all reporting team members are trained properly with all qualifying tasks.

d. OAP agrees that the on-site personnel will be responsible for utilizing the City's Fleet Shop Management application, CFA, and any other modules within. These modules will require the selected vendor to utilize the CFA parts classification and task codes as adopted by the City. In the event the City adds hand held devices and/or bar code equipment into practice, OAP agrees to utilize said devices in any capacity necessary to meet the needs of the City. OAP agrees to maintain and enter all information into the City's Fleet Shop Management application, CFA, as needed to ensure accuracy of reporting and posting information. OAP will attend and cooperate with all of the necessary operation/process training required to effectively run CFA. OAP agrees to send our team members to additional CFA training when offered at the expense of OAP.

- e. O'REILLY shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the Location(s). O'REILLY shall provide computer ordering to each Location(s) through its point-of-sale system. Upon termination or expiration of this Agreement, THE CITY OF MIDWEST CITY, OKLAHOMA will have no further access to or right to use O'Reilly's point-of-sale system. All point-of-sale and equipment costs and fees will be passed on to THE CITY OF MIDWEST CITY, OKLAHOMA at cost on the monthly profit and loss statement through a 36 month depreciation schedule. In the event this contract is subsequently renewed for an additional 12 month term, pursuant to Section 2, above, THE CITY OF MIDWEST CITY, OKLAHOMA shall continue to pay monthly maintenance fees as incurred by O'REILLY on all hardware/software items used under the terms of this Agreement.
- f. O'REILLY shall provide a profit and loss statement of the parts operations to THE CITY OF MIDWEST CITY, OKLAHOMA on the last business day of the following month for each Location.
- g. O'REILLY shall provide back-up emergency service during non-working hour contingencies. The overtime expense (calculated at time and one half) will be charged on a cost basis to THE CITY OF MIDWEST CITY, OKLAHOMA. O'REILLY will provide a list of personnel, including telephone numbers, who will respond to emergency service requests. O'REILLY shall revise the aforementioned list as needed to provide THE CITY OF MIDWEST CITY, OKLAHOMA with reliable up-to-date information and non-working hour support.
- h. Upon the request of THE CITY OF MIDWEST CITY, OKLAHOMA, O'REILLY shall monitor and oversee any and all shop support services, including but not limited to, rag services and parts cleaning services, performed by a third party on the premises of THE CITY OF MIDWEST CITY, OKLAHOMA. If THE CITY OF MIDWEST CITY, OKLAHOMA hired such third parties, O'REILLY shall not be held liable for the intentional, willful, negligent or grossly negligent acts or omissions of such third parties.
- i. Cores for items within the O'Reilly network will be placed into a core bank and will not be charged to THE CITY OF MIDWEST CITY, OKLAHOMA provided that any such cores are placed into the core bank within thirty (30) days of their return. Cores from outside the O'Reilly network or non-O'Reilly vendors will be charged and credited according to the agreements in place with those outside vendors. O'REILLY is exempt from control or liability over the processes and policies of outside vendors.
- j. O'REILLY agrees that all returns on products within the O'Reilly network will be processed for full credit if returned within the first thirty (30) days. All returns on products outside of the O'Reilly network (Non-O'Reilly Products) will be processed for full credit if returned within the timeframe allowed by the outside vendor. Any credit for items returned outside the allotted window will be credited to THE CITY OF MIDWEST CITY, OKLAHOMA minus re-stock fee or any other fees assessed by the vendor for returns outside of allowable return timeframe defined by the vendor.

k. O'REILLY acknowledges and agrees that THE CITY OF MIDWEST CITY, OKLAHOMA location will receive no less than three (3) deliveries a day, if necessary, from the O'REILLY distribution network in THE CITY OF MIDWEST CITY, OKLAHOMA servicing area. Additionally, THE CITY OF MIDWEST CITY, OKLAHOMA location will receive a daily replenishment of Inventory, Monday – Friday, from the O'Reilly distribution network. If immediate availability is required and local supply is unavailable, overnight/expedited freight services will be utilized with approval from a THE CITY OF MIDWEST CITY, OKLAHOMA representative. Applicable charges will be passed on to THE CITY OF MIDWEST CITY, OKLAHOMA at cost.

l. O'Reilly agrees to provide disposal services and/or recycling of used batteries, not to include recycling of tires, antifreeze, motor oils, greases and any other disposal items including hazardous wastes generated by the Fleet Services department.

4. DUTIES AND RESPONSIBILITIES OF THE CITY OF MIDWEST CITY, OKLAHOMA: THE CITY OF MIDWEST CITY, OKLAHOMA shall have the following duties and responsibilities during the term of this Agreement:

a. THE CITY OF MIDWEST CITY, OKLAHOMA shall provide, at its sole expense, usable space for O'REILLY's Location(s) and the Inventory. THE CITY OF MIDWEST CITY, OKLAHOMA shall provide access to restroom facilities for O'REILLY team members. Further, THE CITY OF MIDWEST CITY, OKLAHOMA shall furnish, at its sole expense, all utilities for the On-Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, janitorial and all other utilities and services rendered or delivered to the On-Site Store(s).

b. Subject to the terms below, THE CITY OF MIDWEST CITY, OKLAHOMA shall use O'REILLY as the sole on-site store provider of inventory pursuant to the terms here within.

c. Each On-Site Store Location shall be appropriately secured or otherwise maintained separate and apart from the business of THE CITY OF MIDWEST CITY, OKLAHOMA. There shall be no intermingling of THE CITY OF MIDWEST CITY, OKLAHOMA's parts or other inventory with O'REILLY parts or inventory. Access to the secured Location(s) shall be restricted to O'REILLY team members and authorized O'REILLY representatives only. THE CITY OF MIDWEST CITY, OKLAHOMA employees, contractors or agents shall not be permitted to enter the secured Location area unless accompanied by an O'REILLY team member or other authorized O'REILLY representative.

d. THE CITY OF MIDWEST CITY, OKLAHOMA shall, at all times during the term of this Agreement, at THE CITY OF MIDWEST CITY, OKLAHOMA's sole expense, maintain in good condition and repair (so as to prevent any damage or injury to O'REILLY team members, the Inventory or other personal property located in the Location(s)) the roof, exterior walls, foundation, and structural portions of the Location(s) and all portions of the electrical plumbing systems lying outside of the Location(s) but serving the Location(s).

5. **HOURS OF OPERATION:** Hours of operation will be M-F 7:30a-4:00p. Any changes in the hours of operation will be discussed and mutually agreed upon between the Parties before being implemented.

6. **PAYMENT TERMS/PRICING:** O'REILLY shall invoice THE CITY OF MIDWEST CITY, OKLAHOMA for all inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. OAP will provide a 2% early pay discount on the monthly "Parts Usage Statement" if payment is received by the 10th of each month. THE CITY OF MIDWEST CITY, OKLAHOMA agrees to pay the entire undisputed amount of all invoices on statements received from O'REILLY within thirty (30) days of the date of invoice. All invoices and credits will be processed before the last business day of the month, except for deferred cores. Any open undisputed invoices or credits must be approved by THE CITY OF MIDWEST CITY, OKLAHOMA if they are to remain open after the last business day of the month. THE CITY OF MIDWEST CITY, OKLAHOMA shall reimburse O'REILLY for all reasonable costs incurred by O'REILLY in collecting any undisputed past due amounts owed to O'REILLY pursuant to this Agreement, including all reasonable attorney's fees, costs and interest on any unpaid undisputed amounts (whether for Inventory or Operational Costs) at the lesser of 1.5% per month (18% per annum), or the highest rate allowed by law.

The overall goal of THE CITY OF MIDWEST CITY, OKLAHOMA's pricing plan is for O'REILLY to achieve a 10% net profit above store cost (Ex: Store Cost divided by 0.90) on all O'REILLY products and 10% net profit above acquisition cost (Ex: Acquisition cost divided by 0.90) on outside purchases or services.

THE CITY OF MIDWEST CITY, OKLAHOMA's pricing plan is comprised of the following elements:

- a. **Product Costs:** The pricing of the Inventory to be supplied to THE CITY OF MIDWEST CITY, OKLAHOMA by O'REILLY shall be established pursuant to this Agreement. Product Costs shall be further divided into "O'REILLY Product Costs", which is the pricing of O'REILLY supplier manufactured products, and "Non-O'REILLY Product Costs", which is the pricing of products which have not been manufactured by O'REILLY suppliers but which have been acquired for THE CITY OF MIDWEST CITY, OKLAHOMA by O'REILLY pursuant to this Agreement.
- b. **Maximum Profit:** OAP understands that the maximum allowed profit charge for the acquisition of any one part shall be limited to \$200.
- c. **Operational Costs:** Except for costs and expenses related to O'Reilly team members at the Location(s) (such as salary and benefits payable to O'Reilly team members at the Location(s), employment and related taxes, worker's compensation benefits and insurance, and unemployment insurance) ("O'REILLY Team Member Expenses"), which are addresses separately below, any and all other costs and expenses associated with the operation of the Location(s), including but not limited to, personal property insurance for the Location(s) and Inventory, any deductible for losses covered under the personal property or general liability insurance policies of O'REILLY, all equipment supplied by O'REILLY, payroll accounting fees and general office expenses (as defined below) will be passed on to THE CITY OF MIDWEST CITY, OKLAHOMA at the

cost specified on the monthly profit and loss statement. O'REILLY Team Member Expenses will be treated as follows.

- a. O'REILLY will supply one (1) full-time team member at the Location.
- I. O'REILLY and THE CITY OF MIDWEST CITY, OKLAHOMA reserves the right to evaluate the number of team members required to successfully operate the On-Site Store and make appropriate adjustments agreed upon by both parties as needed.
- b. O'REILLY Team Member Expenses for the team members at each Location within the Staffing Model will be passed on to THE CITY OF MIDWEST CITY, OKLAHOMA at cost on the monthly profit and loss statement.
- c. Quarterly Team Member Bonus Payouts: Each Full Time O'Reilly team member associated with the operation is eligible for a "quarterly bonus" to be placed on the monthly Profit and Loss statement and is defined as follows:

Integrated Parts Manager: \$500.00

District Manager: \$250.00

THE CITY OF MIDWEST CITY, OKLAHOMA acknowledges and agrees that the costs and expenses reflected on the profit and loss statement are subject to change based on actual monthly costs, expenses or Payroll Accounting and General Office Expenses incurred relative to the operation of the Location(s). To achieve economies of scale, O'REILLY utilizes certain corporate personnel to assist in the performance of this Agreement. As a result, each On-Site Store location is charged with a Payroll Accounting/General Office Expense ("Payroll Acctg/General Office") which is calculated as a percentage (1.43%) of sales for each location. The Payroll Accounting and General Office expense allows O'REILLY to have fewer team members performing routine general administrative tasks such as paper work and filing at the Location(s), allowing O'REILLY counter personnel to focus more attention on serving the Location operations, and maximizing on-site cost efficiency. O'REILLY shall invoice THE CITY OF MIDWEST CITY, OKLAHOMA for the Operational Costs each month, in arrears, with respect to each location, and THE CITY OF MIDWEST CITY, OKLAHOMA shall pay such undisputed Operational Costs to O'Reilly within thirty (30) days from receipt of each invoice.

Pricing Plan Summary

- O'REILLY Products – Invoiced to THE CITY OF MIDWEST CITY, OKLAHOMA at a 10% net profit
- Non-O'REILLY Products and Services – Invoiced to THE CITY OF MIDWEST CITY, OKLAHOMA at a 10% net profit
- Operational Costs – Invoiced to THE CITY OF MIDWEST CITY, OKLAHOMA in accordance with Section 6

Should THE CITY OF MIDWEST CITY, OKLAHOMA request that O'REILLY procure any Non-O'REILLY products, then O'REILLY's sole responsibility with respect to the non-O'REILLY products shall be to obtain them on behalf of THE CITY OF MIDWEST CITY, OKLAHOMA. O'REILLY shall not be required to warranty or guarantee any such non-O'Reilly products, nor inspect their quality or design. O'REILLY shall have no liability for any of the Non-O'REILLY products due to production or design defects.

7. **INSURANCE:** THE CITY OF MIDWEST CITY, OKLAHOMA shall provide at its sole expense "all risks" fire and property insurance on all buildings and/or improvements in which the On-Site Store(s) are located throughout the term of the Agreement. Further, THE CITY OF MIDWEST CITY, OKLAHOMA shall, throughout the term of this Agreement, at THE CITY OF MIDWEST CITY, OKLAHOMA's expense, obtain and maintain in force a policy of commercial general liability insurance in the name of THE CITY OF MIDWEST CITY, OKLAHOMA as insured, such insurance to be written on an "occurrence" basis with combined single limits for any one injury, including death, and for property of not less than \$1,000,000.00 per occurrence and \$2,000,000 general aggregate. Further, THE CITY OF MIDWEST CITY, OKLAHOMA shall, throughout the term of this Agreement, at THE CITY OF MIDWEST CITY, OKLAHOMA's expense, obtain and maintain in force a policy of commercial automobile liability insurance on all of its vehicles with limits of at least \$1,000,000.00 combined single limit per accident in the name of THE CITY OF MIDWEST CITY, OKLAHOMA as insured. Said policies shall be issued by a reputable insurance company authorized to transact business in all states where On-Site Store(s) are located. THE CITY OF MIDWEST CITY, OKLAHOMA shall further maintain during the term of this Agreement worker's compensation insurance coverage in amounts required by law. THE CITY OF MIDWEST CITY, OKLAHOMA shall provide to O'REILLY, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above. With respect to Commercial General Liability, Auto Liability, Umbrella Liability, "O'Reilly Auto Enterprises, Inc. and its past, present, and future affiliates and subsidiaries" shall be named as additional insureds under an ISO CG 2010 1.1-85 or equivalent endorsement. Insurance coverages shall be written with a company or companies having an AM Best rating of "A-" with a financial size classification of "VI" as determined by the most recently published Best's Key Rating Guide. Evidence of the required coverages shall be provided in the form of an acceptable certificate of insurance to O'REILLY.

a. O'REILLY shall maintain during the term of this Agreement worker's compensation insurance coverage for its team members located at the Location(s) in amounts required by law. In addition, O'REILLY shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by O'REILLY that is located at the Location(s) which is caused by an O'Reilly team member. O'REILLY will carry general liability coverage in the amount of \$1,000,000 per occurrence, and comply with the Workers' Compensation requirements mandated by the jurisdiction of any Location.

8. NO LIENS:

a. The Parties agree that they shall not take any action, or fail to take any action, which would result in the granting of a security interest, lien or encumbrance against property of the other party related to this Agreement. Further, the Parties agree to defend and hold harmless each other from any claim which results from the encumbrance of the property of the other party related to this Agreement, and from any and all liability, costs and expenses, including attorney's fees, resulting from any claim or encumbrance on the property of the other party related to this Agreement.

b. THE CITY OF MIDWEST CITY, OKLAHOMA agrees and acknowledges that Inventory that is delivered and stored on THE CITY OF MIDWEST CITY, OKLAHOMA's property which (i) is stored in the parts cage, and (ii) has not been paid for by THE CITY OF MIDWEST CITY, OKLAHOMA, is Inventory owned by O'REILLY.

9. PERSONNEL: O'REILLY and THE CITY OF MIDWEST CITY, OKLAHOMA shall attempt in good faith to mutually agree upon the identity of the O'REILLY personnel that will staff the Location(s). In the event that THE CITY OF MIDWEST CITY, OKLAHOMA for any reason wishes to remove or replace any of the O'REILLY personnel at any Location, the parties will attempt to resolve THE CITY OF MIDWEST CITY, OKLAHOMA's request by mutual agreement. O'REILLY will perform all necessary drug screens and background checks O'REILLY personnel assigned to any Location pursuant to O'REILLY policies and applicable law.

All O'REILLY personnel assigned to the Location(s) will be solely employees of O'REILLY. O'REILLY shall be responsible for any negligent, grossly negligent, willful or intentional conduct of its employees and agents while they are on THE CITY OF MIDWEST CITY, OKLAHOMA property, and agrees to train its employees and agents as to THE CITY OF MIDWEST CITY, OKLAHOMA premises' rules and regulations of operation, including non-smoking and drug-free workplace. O'REILLY shall ensure adequate staffing of the Location(s) at all time.

10. WARRANTY/LIABILITY DISCLAIMER:

a. All merchandise supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and O'REILLY shall use commercially reasonable efforts to assist THE CITY OF MIDWEST CITY, OKLAHOMA in processing all warranty claims that THE CITY OF MIDWEST CITY, OKLAHOMA may have against any manufacturer of merchandise supplied by O'REILLY. The manufacturer's warranty will be the sole and exclusive

remedy of THE CITY OF MIDWEST CITY, OKLAHOMA in connection with any claims concerning the parts supplied to THE CITY OF MIDWEST CITY, OKLAHOMA pursuant to this Agreement. **ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.** Copies of the manufacturer's warranties are available to THE CITY OF MIDWEST CITY, OKLAHOMA upon request.

For suppliers (or categories of suppliers) of Non-O'REILLY products that THE CITY OF MIDWEST CITY, OKLAHOMA instructs O'REILLY to utilize or consider for future purchases, O'REILLY is under no obligation to investigate (and O'REILLY disclaims all liability in connection with investigating) product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the product, individuals or entities at issue.

11. TERMINATION FOR CAUSE: Notwithstanding either parties' ability to terminate this Agreement for convenience upon ninety (90) days written notice, as set forth in Section 2, above, either party may terminate this agreement immediately for cause as set forth herein:

- a. In the event that the other party fails or refuses to pay any undisputed amounts due under this Agreement; or
- b. In the event that the other party fails or refuses to perform any obligation required under this Agreement, and fails or refuses to cure any such breach within thirty (30) days of receipt of written notice thereof; or
- c. In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

12. EFFECT OF TERMINATION: Upon termination of this Agreement by either party for any reason:

- a. All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any undisputed amounts due and owing to either party at the time of termination.
- b. Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property or information owned by the other party that are in such party's possession. THE CITY OF MIDWEST CITY, OKLAHOMA shall allow O'REILLY full and unrestricted access to enter into the On-Site Store(s) and immediately remove the inventory, all equipment and other items of personal property owned by O'REILLY without being deemed guilty of trespass or any other violation of the law.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 8, 10, 12, 13, 14 and 15 shall survive the termination of this Agreement for any reason.

13. BUY-BACK OF INVENTORY: Upon termination, expiration, or non-renewal of this Agreement, THE CITY OF MIDWEST CITY, OKLAHOMA agrees to and shall purchase all Non-O'REILLY Inventory owned by O'REILLY and located in the Location(s) at O'REILLY's last acquisition cost, and THE CITY OF MIDWEST CITY, OKLAHOMA shall have the option to purchase all O'REILLY Inventory, owned by O'REILLY and located in the Location(s) at O'REILLY's store acquisition cost with the agreed upon applicable net profit percentage of 7.5% being made by O'REILLY.

14. CONFIDENTIALITY: THE CITY OF MIDWEST CITY, OKLAHOMA and O'REILLY may, from time to time, acquire or otherwise receive confidential or proprietary information concerning the other party's products, pricing, business affairs and practices. In consideration of the confidential and proprietary nature of this information, each party agrees as follows:

- a. All confidential or proprietary knowledge and information received from the other party shall for all time and purposes be regarded by the receiving party, its employees and agents as strictly confidential and will not be disclosed to any third parties or to any of the other affiliates of the receiving party.
- b. Each party agrees to utilize any information provided by the other party only for the purposes of carrying out this Agreement and further acknowledges that it will not utilize any information provided by the other party for any purpose including but not limited to directly or indirectly competing with the other party or otherwise assisting another person or entity in doing the same.
- c. All confidentiality obligations hereunder shall continue in full force and effect during the term of this Agreement, and after termination: (a) in the case of confidential information that constitutes a trade secret under applicable law, for as long as such confidential information remains a trade secret; or (b) in the case of any other confidential information, for a term of two (2) years.
- d. Each party further understands that money damages will not be a sufficient remedy for a breach of this Section 14 and that, in addition to all other remedies available at law or in equity, each party shall be entitled to seek equitable relief, including injunctions or specific performance, without proof of actual damages.
- e. In the event that the receiving party is requested or required by legal or regulatory authority to disclose confidential or proprietary information of the disclosing party, the receiving party shall promptly notify the disclosing party of such request or requirement prior to disclosure to the extent permitted by applicable law, so that the disclosing party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, receiving party agrees to furnish only that portion of the confidential or proprietary information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such information.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, each party shall defend, indemnify and hold harmless the other from and against any and all claims, suits, damages, losses, liabilities, fines, penalties, costs or expenses (including reasonable attorney's fees) arising from or related to (i) the indemnifying party's negligence, gross negligence or willful misconduct in the performance of its duties and obligations hereunder, or the negligence, gross negligence or willful misconduct of the indemnifying party's officers, directors, employees, agents, or guests, (ii) infringement of a third party's intellectual property rights by the indemnifying party or its products and services, (iii) any material breach of this Agreement by the indemnifying party, or (iv) any violation of applicable law by the indemnifying party or its products and services.

16. **NOTICES:** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, by email, or by certified mail, return receipt requested, to the addresses set forth below:

As to O'REILLY: O'Reilly Auto Enterprises, LLC
233 S. Patterson Avenue
Springfield, MO 65802
Attn: Heath Johnson
Email address: hjohnson9@oreillyauto.com

With a copy to General Counsel

As to THE CITY OF MIDWEST CITY, OKLAHOMA: THE CITY OF MIDWEST CITY, OKLAHOMA
Craig Davis
8730 SE 15th St Midwest City, OK 73110
crdavis@midwestcityok.org

Eva Deen
8730 SE 15th St Midwest City, OK 73110
edeem@midwestcityok.org

With a copy to General Counsel

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, email, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 16.

17. FORCE MAJEURE/DAMAGE OF PREMISES:

a. Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

b. Notwithstanding any other provisions of this Agreement O'REILLY may terminate this Agreement, at its sole discretion, immediately in the event that THE CITY OF MIDWEST CITY, OKLAHOMA's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make THE CITY OF MIDWEST CITY, OKLAHOMA's premises unusable for the Location in the reasonable judgment of O'REILLY.

18. SUCCESSORS AND ASSIGNS: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and permitted assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, provided, however, that each party may assign this Agreement to any of its affiliated entities.

19. AMENDMENTS: No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

20. NO WAIVER OF RIGHTS: No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. LIMITATIONS ON RIGHTS OF THIRD PARTIES: All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

22. INDEPENDENT CONTRACTOR: The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint ventures, employee, or any other similar or representative relationship between parties hereto. Neither of the Parties nor any of their agents or employees shall have the power or authority, to state or imply, directly or indirectly, that they are empowered or authorized to commit or bind, to incur any expenses on behalf of, the other or to enter into any oral or written agreement in the name of or on behalf of the other or their respective affiliates.

23. CHOICE OF LAW/DISPUTE RESOLUTION: This Agreement shall be construed and interpreted under the laws of the State of Oklahoma, without giving effect to its choice of law rules. Any disputes arising out of this Agreement shall be litigated under the laws of the State of Oklahoma ...court of competent jurisdiction in Oklahoma County, Oklahoma.

24. COUNTERPARTS: This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

25. SECTION HEADINGS: Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

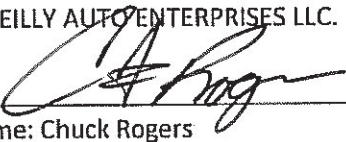
26. SEVERABILITY: In the event that any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or enforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

27. ENTIRE AGREEMENT: This Agreement and any attachments referenced in this contract, constitute the entire contract between O'REILLY and THE CITY OF MIDWEST CITY, OKLAHOMA concerning the subject matter of this Agreement. To the extent not expressly incorporated herein, this Agreement supersedes all prior proposals, contracts and understandings between the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly-authorized representatives to be effective as of the date and year first above written.

(Continued on next page)

O'REILLY AUTO ENTERPRISES LLC.

By:  01/14/2021

Name: Chuck Rogers

Title: Vice President of Professional Sales/O'Reilly Auto Parts

THE CITY OF MIDWEST CITY, OKLAHOMA

By:  01/13/2021

Name: Matthew D. Dukes II

Title: Midwest City Mayor

**INTEGRATED SUPPLY AGREEMENT
THE CITY OF MIDWEST CITY
AND
GENUINE PARTS COMPANY D/B/A NAPA AUTO PARTS
(Piggyback Competitive Award)**

This **AGREEMENT** (this "Agreement") is made this 1st day of September, 2023 (the "Effective Date") between Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, Georgia 30339 hereinafter referred to as "NAPA" and the City of Midwest City, a municipal corporation, or Public Trust hereinafter referred to as the "Customer" or 'the City'.

WITNESSETH:

WHEREAS, NAPA and Oklahoma State University previously entered into that certain Integrated Supply Agreement dated as of August 1, 2017 (the "Master Agreement") in connection with a contract award provided by Oklahoma State University to NAPA following the issuance of Request for Proposal OSUA&M-RFP-000177-2017 pursuant to which Oklahoma State University sought proposals for an On-Site Vehicle Maintenance Parts Facility for the Vehicle Maintenance Division of Oklahoma State University, which Master Agreement remains in full force and effect and was renewed for an additional term effective beginning in July, 2023;

WHEREAS, the laws of the State of Oklahoma and the City provide authority for the City to select and contract through the use of the competitive bid process of any State contract as an exception to the otherwise required formal bidding process, which includes the Master Agreement; and

WHEREAS, NAPA agrees to sell and deliver to the City the items of material and/or services, specified in the Master Agreement and the proposal submitted by NAPA in connection therewith, both of which are made a part of this Agreement and incorporated herein;

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

- 1. AGREEMENT/CONTRACT PERIOD.** This Agreement shall last for a period of one (1) year from the Effective Date. This Agreement is renewal for four (4) additional one-year periods at the option of the City. Should the City desire to renew this Agreement, a written preliminary notice will be furnished to NAPA, at least sixty (60) days, prior to the expiration date of the Agreement. (Such preliminary notice will not be deemed to commit the City to renew.). Either the City or NAPA may terminate this Agreement in accordance with the terms of Master Agreement.
- 2. CUSTOMER LOCATION.** NAPA agrees to sell and deliver to the City, the items of material and/or services, specified in the Master Agreement, the terms of which are incorporated by reference and made part of this Agreement, at the following City location: **8730 SE 15th Street, building "C" Midwest City, OK 73110** (the "On Site Store").
- 3. PRICING.** The pricing for this Agreement shall be that set forth in the Master Agreement, which is set forth on Exhibit A attached hereto.
- 4. NAPA SERVICES, STAFFING AND DELIVEIRIES.** In accordance with the terms of the Master Agreement and without limiting NAPA's agreement to provide the services set forth in the Master Agreement, NAPA will provide the following services:

(a) NAPA will operate the On Site Store and provide the Inventory to the City's now existing location. NAPA shall provide all personnel and maintenance parts and supplies required to operate the On Site Store as part of an efficient and effective on-site parts operation that covers all hours worked, including overtime due to peak demand and emergency operations. All parts, and lubricants necessary to maintain, repair and operate vehicles and equipment, plus those items used by other City personnel that have been traditional stock items of the existing stock room will be covered by this Agreement. The City's standard hours of operation are 7:30a to 4:00p M-F.

(b) In those circumstances when delivery is required by the City, NAPA will provide parts to the City location on a daily route basis. In addition, NAPA will accelerate delivery on those items the City requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the City's location requesting part(s). All deliveries shall be F.O.B. Destination. NAPA shall prepay all packaging, handling, shipping and delivery charges and prices shall include all such charges. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the City.

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store. NAPA shall provide computer ordering and cataloging to each On Site Store through its proprietary TAMS (Total Automotive Management System), which it cannot assign nor leave with the City upon termination or expiration of this Agreement.

(d) NAPA shall provide a profit and loss statement of the parts operations to the City on approximately the 20th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. The overtime expense (calculated at time and one half) will be charged on a cost basis to the City. NAPA will upon request provide a staffing plan, and will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. **SYSTEM INTEGRATION.** NAPA shall use good faith efforts to endeavor to integrate with the City's systems at a mutually agreed upon cost.

6. **CONFIDENTIALITY AND INDEMNIFICATION.** The confidentiality provisions of Section 15 and the indemnification provisions of Section 18 of the Master Agreement are specifically incorporated into this Agreement by reference, and made part of this Agreement.

7. **WARRANTY.** All items supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the City in processing all warranty claims that the City may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the City in connection with any claims concerning the parts supplied to the City pursuant to this Agreement. ALL OTHER WARRANTIES BOTH EXPRESS AND IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the City upon request. For suppliers (or categories of suppliers) of Non-NAPA products that the City instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

8. **BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of the Agreement, NAPA shall have the option to require the City to purchase all non-NAPA Inventory owned by NAPA and located in the On Site Store at NAPA's current acquisition cost, and the City shall have the option to purchase all NAPA Inventory, owned by NAPA and located in the On Site Store at NAPA's current acquisition cost. Upon the City's request, NAPA shall provide the City with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store.

9. **COMPLIANCE WITH MASTER AGREEMENT; BUYBACK.** Without limiting the terms set forth herein, NAPA and the City shall comply with all terms of the Master Agreement with respect to the items of material and services to be provided.

10. **PURCHASE OF INVENTORY.** NAPA shall purchase the mutually agreed upon existing City parts and lubricants inventory, as determined by mutual agreement of the parties, at current City Fleet Services Department cost and issue the City payment for said inventory, provided that (a) all purchased inventory must be either (i) new, saleable, complete, and currently needed by the City's active fleet/equipment and must have been used by the City within the twelve (12) month period immediately prior to the purchase date or (ii) mutually agreed upon seasonal maintenance and repair parts regardless of sales history, (b) NAPA cannot purchase any tires and (c) NAPA shall purchase a maximum of \$115,000 of such inventory. NAPA agrees to manage and distribute any current City Fleet Services' inventory, not initially purchased by NAPA, for the duration of the Agreement and issue such inventory to the City upon request at no cost. Upon the City's request, NAPA shall provide the City with a report of all inventory distributed from the original non-NAPA inventory list.

11. **NOTICES.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339
Attn: Corporate Counsel

As to the City: The City of Midwest City
Fleet Services Department
8730 SE 15th Street
MidwestCity, OK 73110

12. **OTHER CONTRACT TERMS.** This Agreement and the Master Agreement set forth the entire agreement between NAPA and the City with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein or in the Master Agreement. Any attempt to amend this Agreement is null and void and hereby rejected, unless agreed to in writing by the City and NAPA. This Agreement shall be construed and interpreted under the laws of the State of Oklahoma.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: 
Name: Art Fischer
Title: Division Vice President

The CITY OF MIDWEST CITY

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE]

EXHIBIT A
PAYMENT TERMS/PRICING

NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. In the event any statement has not been paid as of such date, NAPA shall impose a finance charge of 1.5% per month, or such lower amount as may be permitted by law. CUSTOMER shall reimburse NAPA for all costs incurred by NAPA in collecting any past due amounts owed to NAPA pursuant to this Agreement, including any attorneys' fees.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) **Product Costs.** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "**NAPA Product Costs**," which is the pricing of NAPA supplier manufactured products, and "**Non-NAPA Product Costs**," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

- (b) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER in accordance with item (b) above
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non -NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Costs will be charged to CUSTOMER in accordance with item (b) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an " in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or perform by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

EXHIBIT B
Sample Profit and Loss Statement

[See attached.]

City of Midwest City

SAMPLE P&L



Projected Expenses	NAPA Monthly Parts and Operational Projections	% To Sales
Parts Purchases	62,500	100.00%
Cost of Goods	56,250	90.00%
Markup on Parts	6,250	10.00%
GROSS PROFIT	6,250	10.00%
Accounting Fees	619	0.99%
PAYROLL:		
Manager/Counter Salaries	4,583	7.33%
Delivery Driver Salaries	0	0.00%
Pension	281	0.45%
Employee Benefits	350	0.56%
Workers Comp Insurance	60	0.10%
FICA/SECA/FUI/SUI	800	1.28%
Total IBS Payroll	6,075	9.72%
Miscellaneous Expenses		
Delivery Truck Insurance		0.00%
Delivery Maintenance/Gas		0.00%
Truck Payment		0.00%
Shelving/Cage Depreciation		0.00%
Freight & Postage	200	0.32%
General Liability Insurance	100	0.16%
Interest	-	0.00%
Light, Heat, Water	-	0.00%
Rent	-	0.00%
Stationary, Shipping Supplies	150	0.24%
Stock Loss	-	0.00%
Store Expenses	100	0.16%
Personal Property Taxes	100	0.16%
Telephone	-	0.00%
Inventory Computer	900	1.44%
Training	50	0.08%
TOTAL MISC. EXP.	1,600	2.56%
TOTAL EXPENSES	8,293	13.27%
Gross Profit Less Expenses	(2,043)	-3.27%
Miscellaneous Discounts	0	0.00%
MGMT FEE	8,293	13.27%
NET PROFIT	6,250	10.00%







GPC- City of Midwest City - Piggyback Contract (HKW 8-9-23)

Final Audit Report

2023-08-16

Created:	2023-08-16
By:	Hunter Beal (hunter_beal@genpt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu3c3H_68_6z-eNt6hJmH1E1EuE3tWA4

"GPC- City of Midwest City - Piggyback Contract (HKW 8-9-23)" History

-  Document created by Hunter Beal (hunter_beal@genpt.com)
2023-08-16 - 2:29:43 PM GMT
-  Document emailed to art_fischer@genpt.com for signature
2023-08-16 - 2:30:04 PM GMT
-  Email viewed by art_fischer@genpt.com
2023-08-16 - 2:36:09 PM GMT
-  Signer art_fischer@genpt.com entered name at signing as Art Fischer
2023-08-16 - 2:51:51 PM GMT
-  Document e-signed by Art Fischer (art_fischer@genpt.com)
Signature Date: 2023-08-16 - 2:51:53 PM GMT - Time Source: server
-  Agreement completed.
2023-08-16 - 2:51:53 PM GMT



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Mayor and Members of the City Council

From: R. Paul Streets, Public Works Director

Date: October 24, 2023

Subject: Discussion, consideration, and possible action of approving a retail water sales agreement with Oklahoma County Utility Services Authority to provide potable water to approximately thirty-five (35) customers in the Crutcho Public Water Supply System. (City Attorney – D. Maisch).

The Oklahoma County Utility Services Authority (OCUSA) operates a community public water supply system, known as the Crutcho Public Water Supply System (Crutcho PWS), in an unincorporated area of Oklahoma County located at the southwest corner of Air Depot Boulevard and Northeast 23rd Street. It currently serves approximately thirty-five customers with potable water from a public water supply groundwater well.

On July 29, 2021, OCUSA, by and through its operator, Sooner Utilities, Inc., entered into a Consent Order with the Department of Environmental Quality, which found that Crutcho PWS lacked an adequate backup source of water and required that OCUSA develop and submit a Corrective Action Plan to address the violations.

OCUSA and the Midwest City Municipal Authority have reached an agreement through which Midwest City will provide potable water to the customers of Crutcho PWS and OCUSA will design, install, and maintain the private infrastructure as outlined in the retail sales agreement. OCUSA will properly abandon and plug it well currently in use.

The retail water sales agreement is attached.

Approval is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

RETAIL WATER SALES AGREEMENT

This Retail Water Sales Agreement (hereinafter referred to as "Agreement") is made effective as of the latter signature date hereof (the "Effective Date") by and between The Midwest City Municipal Authority, (hereinafter referred to as "Authority") a public trust created for the benefit of the citizens of the City of Midwest City, a municipal corporation (hereinafter referred to as "City") and Oklahoma County Utility Services Authority, a public trust created pursuant to the authority at Title 60 of the Oklahoma Statutes, Sections 176-180.3, as amended, (hereinafter referred to as "Customer") (Authority and Customer being collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the City owns and the Authority operates a public water supply system that provides potable water to its customers (hereinafter referred to as "City System"); and

WHEREAS, the Customer operates a community public water supply system in Oklahoma County, known as Crutcho Public Water Supply System; and

WHEREAS, the Crutcho Public Water Supply System serves approximately thirty-five (35) customers at the Southwest corner of Air Depot and Northeast 23rd Street in Oklahoma County; and

WHEREAS, the above-described property is located in an unincorporated area of Oklahoma County; and

WHEREAS, the Oklahoma State Environmental Agency (the Oklahoma Department of Environmental Quality) and the Customer, by and through its operator, Sooner Utilities, Inc. (hereinafter referred to as Customer's Operator) have entered into a Consent Order dated July 29, 2021; and

WHEREAS, the Consent Order found that the Customer and Customer's Operator was operating without an adequate secondary backup source; and

WHEREAS, the Consent Order requires the Customer to submit an approvable Corrective Action Plan; and

WHEREAS, the Customer has approached the Authority for assistance with a Corrective Action Plan; and

WHEREAS, the Public Water Supply owned by the City and operated by the Authority is located near the site of the Crutcho Public Water Supply; and

WHEREAS, the Customer and Authority have reached an agreement for the Public Water Supply owned by the City and operated by the Authority to provide potable water to the customers of the Crutcho Public Water Supply; and

WHEREAS, the Customer has contacted the Oklahoma Department of Environmental Quality who has expressed that such an agreement would meet the requirements of a Corrective Action Plan as required under the Consent Order; and

WHEREAS, the Customer, the Customer's Operator, the City and the Authority desire to enter into a Retail Water Sales Agreement as expressly provided herein; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Agreement Term.** This agreement shall commence on the Effective Date and remain in effect for five (5) years from the Effective Date. This agreement may be renewed by the Parties for two (2) additional five (5) year periods. All renewals shall be in writing and signed by all Parties.
2. **Permission.** The City and the Authority hereby grants the following permissions to the Customer's Operator:
 - a. To connect and/or to maintain the connection through a master water meter, to the City System.
 - b. Said connection shall be at the point identified in **Attachment "A"**.
 - c. Said connection shall be installed by a licensed plumber approved by the City, the Authority or designee. Prior to any connection to the City System, Customer shall submit plans and specifications, prepared by a professional engineer, licensed by the State of Oklahoma. An engineer for the City shall review and approve the plans and specifications.
 - d. Said connection shall only supply potable water to the Customer's approximately 35 current (at the time of the signing of this Agreement) customers. Potable water from the City System shall not be used for any other purpose or provided to any additional customers without written consent from the City, the Authority or designee.
3. **Rates and Payment.** Customer and/or Customer's Operator shall be billed at the rates established in Section 43-64 of the City's Municipal Code or future rates as established by the City in its Municipal Code for residential customers. The amount billed to the Customer and/or Customer's Operator shall be based on water usage as determined by the flow of water through the meter. Customer and/or Customer's Operator shall be billed monthly by the City and Customer shall pay in accordance with Section 43-67 of the City's Municipal Code. Any delinquent payments or actions taken due to failure to pay shall be governed by Sections 43-67 and 43-68 of the City's Municipal Code.
4. **Customer's Operator Duties and Responsibilities.** Except as modified herein, the Customer's Operator shall, at its own expense:
 - a. Hire a licensed professional engineer, to design the connection to the City System;
 - b. Hire a licensed utility contractor, approved by the City, to make the connection to the City System;
 - c. Incur all costs of construction for the connection, meter fees, backflow preventer and pressure reducing valve (BPV), tap fees and system development changes applicable to any new connection;
 - d. Incur all costs to test and make repairs to the master water meter upon request of the City; and
 - e. Incur all costs to disconnect from the City System;
 - f. Incur all costs to flush and test Customer's system to prior to allowing consumption;

- g. Operate and maintain the private infrastructure to prevent water waste, cross connection, leaks, etc.
 - h. Hire a third-party to conduct annual inspection(s) of the BPV. Additional inspections and verifications of the backflow preventer shall be required during flood events that exceed 24 hours and submerges any part of the private distribution system. Verification shall continue every 24 hours until event ends;
 - i. All inspection reports shall be submitted to the Line Maintenance Supervisor within twenty-four (24) hours of completion. Electronic communication shall be acceptable.
 - ii. If the BPV is found to be in-operable the Line Maintenance Supervisor shall be immediately notified via phone.
 - iii. The City reserves the right to disconnect the water supply until the BPV is repaired or replaced.
 - i. Completely disconnect existing distribution system in the Customer's service area from the Customer's water well, prior to the connection by the Customer to the City System.
5. **Customer's Meter and Connection.** Customer's master meter and connection shall be installed per the City's and/or the Authority's requirements and remain within the utility easement for the associated main. Once installed, the service, meter, meter components, meter box become the property of the City. Eighteen inches (18") beyond the meter shall be the determining point for the start of "private infrastructure." The Customer shall be responsible for properly operating and maintaining any private infrastructure beyond the determining point. Inspection of the service connection and meter is required at the time of the completion of installation. The Customer shall not be deemed to be an employee or agent of the City. The City shall not have any control nor takes any responsibility for any of the Customer's meters or private infrastructure that is located beyond the determining point.
6. **Construction.** All construction to connect the Customer to the City System shall be in accordance with the City's building codes, adopted at the time of construction. Additionally, a double check valve shall be installed on the service line within ten feet (10') of the point of entry.
7. **Access and Testing.** The City has the right to read and/or test the meter at any time. If the City has reason to believe the meter is not operating within specifications, the City may request the customer test the meter. If the test finds that the meter is not operating within American Water Works Association specifications, the City may require the Customer to repair the meter. The City shall have the right to adjust charges to the Customer based on the findings that the meter was not operating within specifications. Any test that demonstrates that the meter was operating more than 3% higher or lower than the actual volume test shall be deemed that the meter was not operating within specifications.
8. **City's Duties and Responsibilities.** Except as modified herein, the City shall:
 - a. Notify the Customer's Operator or successor in interest, by telephone, in the event the City finds its necessary to temporarily stop the flow of water to the Customer to make repairs to the City System;

- b. Make repairs to the Customer's meter in the event any damages occur due to the temporary stoppage of the flow of water due to the need of the City to make repairs;
 - c. Allow only one connection to the Customer; and
 - d. Notify the Customer's Operator or successor in interest, by telephone, in the event the City finds it necessary to temporarily stop or reduce the flow of water to the Customer due to an emergency, Act of God, water rationing, or suspension of water service to all customers on the City's System due to a reason other than to make repairs. Customer shall not hold the City responsible for any loss, cost or expense resulting from the reduction or suspension of the supply of water.
 - e. Notify the Customer of any change in rate for the water usage to be charged to the Customer prior to the rate change becoming effective.
9. **City Delegation.** The City and the Authority hereby delegates the authority to amend this agreement or to make any approvals under this agreement to the City Manager/Authority's General Manager. The City Manager/General Manager may delegate this authority to the Assistant City Manager, the Public Works Director or Assistant Public Works Director as necessary.
10. **Notices.** All notices required by this Agreement shall be in writing, delivered either in person or by first class mail to the following:

Midwest City Municipal Authority
 c/o of the General Manager
 100 N. Midwest Boulevard
 Midwest City, OK 73110

The Oklahoma County Utility Services Authority
 c/o Chris Byrom, Registered Agent
 3134 N.W. 23rd Street
 Oklahoma City, OK 73107

Sooner Utilities, Inc.
 c/o Chris Byrom, Registered Agent
 P.O. Box 958
 Edmond, OK 73083-0958
 (405) 285-5687

11. **General Provisions.**

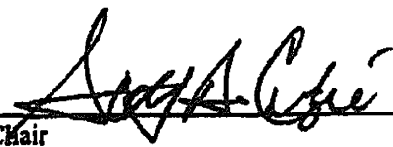
- a. **Amendment.** Any Amendment to this Agreement shall be in writing and executed by the Customer, the Authority or designee and the City or City's designee.
- b. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Oklahoma and the City Ordinances of the City of Midwest City. Any matter filed concerning this Agreement shall be filed in the District Court for Oklahoma County after all administrative processes have been exhausted.

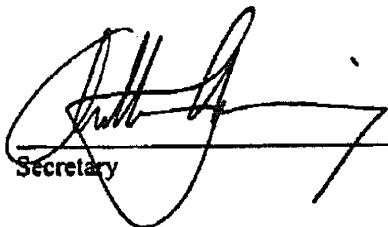
- c. **City Liability.** Any claims filed against the City shall be filed in accordance with the Oklahoma Governmental Tort Claims Act, Title 51 of the Oklahoma Statutes, Section 151 *et seq.*
- d. **No Creation of Rights.** The Customer hereby acknowledges that by entering into this agreement does not create any rights of the Customer to any property owned or under the control of the City, nor creates any rights to the City System. The City hereby acknowledges that this agreement does not create any rights of the City or the Authority, to any property owned by the Customer, unless specifically expressed herein.
- e. **Termination.** Either Party has the right to terminate this agreement by giving one hundred and twenty (120) days written notice to the other party.
- f. **Complete Agreement.** The Parties agree that this is the complete Agreement and no statements, representations or discussions not set forth herein or not contained in any written Amendment shall be binding on the Parties and no Party is or shall be bound by any statement or representation that does not conform to this document. No agent or any Party to this Agreement has the authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against either party.
- g. **Open Records Act.** Customer understands that all records of the City, including this Agreement are open to the public for inspection, review and mechanical reproduction in accordance with the Oklahoma Open Records Act, Title 51 of the Oklahoma Statutes, Section 24A.1 *et seq.*
- h. **Non-Transferable.** This Agreement cannot be transferred to any third party without written permission of the other party. Any attempt to transfer this Agreement to a third party without the written consent of the other party nullifies and makes void the Agreement.
- i. **Change in Ownership.** Should the Customer sell or transfer the property to a third-party, the new owner shall be required to obtain a new agreement from the City. Any new agreement will not be unreasonably denied.

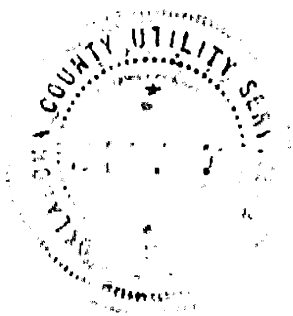
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APPROVED by The Oklahoma County Utility Services Authority and signed by the Chair,

this 20th day of September, 2023.


Chair


Secretary



APPROVED by the City Council and signed by the Mayor for the City of Midwest City,
this _____ day of _____, 2023.

City Clerk

Mayor

Approved as to form and legality:

City Attorney

APPROVED by the Midwest City Municipal Authority and signed by the Chair for the
Municipal Authority, this _____ day of _____, 2023.

Secretary

Chair

Approved as to form and legality:

Authority Attorney

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 24, 2023

SUBJECT : Discussion, consideration, and possible action of an appeal by Mr. Jordan Pickard to the City Council pursuant to the requirements of Municipal Ordinance 43-109, for his property at 409 N Westminster Rd.

Mr. Jordan Pickard is finishing the residential home located at 409 N Westminster and has submitted a request to waive the connection of public sewer to the home. This request was submitted on October 6, 2023. The code reads as follows:

Sec. 43-109. - Sewer connection prerequisite to building permit.

- a) No building permit for construction of a new building or relocation of a building shall be issued for property located within three hundred (300) feet of a public sewer, unless the public sewer is extended to an easement abutting the property and the sewage facilities of the property are tied onto the public sewer. The public sewer extension, if necessary, and its service connections to the property shall be constructed at no cost to the city. Provided however for commercial and industrial development not part of the subdivision of land, the building permit may be issued prior to the installation of the requirements subject to the conditions contained in section 38-94(a)(2) and/or (c).
- b) Any property owner aggrieved by the prohibitions of subsection (a) of this section may file an appeal to the city council. The appeal shall be in writing and shall state the reasons for appeal. At least five (5) days prior to the hearing on the appeal, notice of the time and place of the hearing shall be given to the person who filed the appeal and abutting property owners. A fee of sixty dollars (\$60.00) must be paid at the time the appeal is filed.
- c) A final inspection of the private and POTW sewer infrastructure shall be required before a certificate of occupancy shall be issued. The line maintenance supervisor shall make available a list of requirements at the request of the owner/builder.

(Code 1972, § 37-94; Ord. No. 2331, § 2, 3-14-89; Ord. No. 2728, § 1, 11-24-98; Ord. No. 3426, § 5, 10-13-20)

The permit for 409 N Westminster Rd, B-21-0555, was ready for issue on April 30, 2021 but not paid for until July 15, 2021. At the time of building review, documentation was added that the house per ordinance would have to tie into public sewer and water.



The property is a large lot which falls to the west from N Westminster Rd. Tying into public sewer would require the owner to traverse a long distance with a service line and at a steep grade. Tying into the public sewer would require crossing a large natural drainage channel located on the property. Plumbing code would require multiple sewer clean outs every 100 feet and crossing the channel would involve pipe encasement.

Staff discovered that his home had a septic system after it was installed yet there is no record of approval of this waiver.

Mr. Pickard has provided the City with records that his septic tank was installed by a licensed ODEQ contractor and has applied for a septic tank registration.

Mr. Pickard's appeal is not entirely accurate.

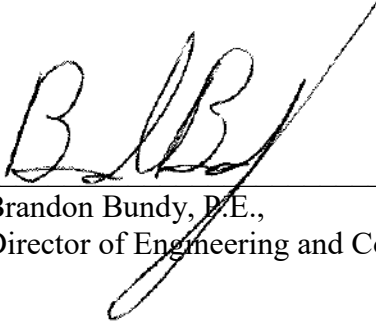
II. A. ODEQ would not forbid anyone from running sewer lines. ODEQ allows for the City to regulate our sewer system and there are options that would have allowed for his sewer service to cross the drainage channel albeit at a high cost.

II. B. Staff cannot speak to the accuracy of his plumbing proposal since the City was not included in the correspondence. However, staff does acknowledge that it would not be easy to have tied into public sewer.

II. C. A permit for septic was only given to Mr. Pickard as an option *after* it was discovered that a septic tank was installed. Staff had to ask Mr. Pickard to make application in efforts to comply with our Municipal Ordinance.

II. E. At the time of the building permit (2021) the home was not under a sewer moratorium. The septic tank was certified 10/3/2022, prior to the moratorium adoption. Engineering and Planning staff does not support this waiver solely on the fact that there is a moratorium and would ask that Council not use this reason simply because it could set a precedence for homes already under construction with permitted sewer taps.

Normally, staff would discourage an appeal of this nature because of precedence and the timing adds pressure to find a solution. However, in looking at his property, tying into public sewer would have been difficult because of grades and result in a financial hardship to the owner. For only the reason of a financial hardship does staff support this waiver request.

A handwritten signature in black ink, appearing to read 'B. Bundy', written over a horizontal line.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

CC: Patrick Menefee, City Engineer
Paul Streets, Public Works Director
Carrie Evenson, Assistant Public Works Director
Matt Summers, Director of Planning & Zoning
Randall Fryar, Chief Building Official

409 N. Westminster Aerobic Septic System Approval

I. Building New Construction at 409 N. Westminster

- A. Put in aerobic septic system
- B. City officials advise that we must have Council approval because all citizens whose property is within 300 feet of city sewer and put in septic system must request approval from Council.
- C. We had multiple communications with city officials and understood we had approval to install a state-of-the-art aerobic septic system at our home on 10 acres.
- D. City officials support our request

II. Septic System is Only Option

- A. DEQ inspected our property and forbid us from running sewer lines across the creek to the manhole. *See Attached.*
- B. We consulted with H&H Plumbing. They advised us that running lines downhill across the creek and uphill to the manhole would not work efficiently or consistently. That length of sewer line would require two (2) lift stations and 800 feet of sewer line.
- C. City officials have given us a permit for the aerobic septic system and support our request.
- D. Requiring us to tap the city sewer would create substantial financial hardship. The cost is expected to be in the range of \$40,000 and will likely not work well.
- E. Finally, the sewer system in our zone is exhausted. This Council has adopted a Moratorium prohibiting all residences in our area from accessing the city sewer system.

We request that City Council approve our aerobic septic system.

RECEIVED

OCT 06 2023

CITY CLERK

Acting City Clerk

S: 50 Am



ENVIRONMENTAL COMPLAINTS AND LOCAL SERVICES DIVISION
ON-SITE SEWAGE TREATMENT SYSTEM INSPECTION REPORT

Authorization No. 114845
System No. 180996
Date Final Rec'd 10/05/22
Edocuss System ID

PLEASE PRINT LEGIBLY OR TYPE

I. PROPERTY INFORMATION:

Name / Mailing Address of Owner: Jordan Pickard PO Box 776 Nicoma Park OK 73066
Owner's E-Mail Address (Optional):
Property Address: 409 N Westminister Midwest City OK 73130 Oklahoma
Legal Description: 31 12N 1W
Finding Location: Reno Ave & Westminister, North 3 miles to property on WSOR

II. GENERAL INFORMATION:

TYPE OF WORK: New Installation Modification Repair ALTERNATIVE SYSTEM: Yes No Type:
TYPE OF SYSTEM: Conv Subsurface Low Pressure Dosing Shallow Ext Lagoon ET/A Aerobic Aerobic w/Nitrogen Reduction Mfg Jet
DESIGN FLOW: Individual w/ 4 bedrooms Small Public System gal/day - Type:
REPORT FOR ON-SITE SEWAGE COMPLETED BY: Kevin Ruark CLASSIFIED AS CLASS V INJECTION WELL: Yes No
SOIL TEST RESULTS: Soil Group Percolation Rate min/in DATE CONDUCTED: Design Only Date: 9/20/2022

III. SYSTEM COMPONENTS:

Complete all relevant information for each component installed, modified or repaired.

Table with columns for component name, material/type, and capacity/rating. Includes rows for LIFT STATION, TRASH TANK / SEPTIC TANK, AEROBIC TREATMENT UNIT, FLOW EQUALIZATION TANK, LOW PRESSURE DOSING TANK, DISINFECTION, ATU PUMP TANK, IRRIGATION, ABSORPTION TRENCHES, and LAGOON.

IV. INSTALLER INFORMATION:

Name: Blaine Cheater Date Work Completed: 9/26/22 Is Installer Certified: Yes No
Mailing Address: PO Box 31501 Edmond OK 73003 Phone #: 405-348-3478

V. CERTIFIED INSTALLER USE ONLY:

I hereby certify that I installed / modified / repaired the above-described on-site sewage treatment system in compliance with OAC 252:641.
Installer's Signature: [Signature] Installer's Certification #: 1069 Date Signed: 10/3/22

VI. DEQ USE ONLY:

System Inspected by DEQ on (Date):
DEQ Final Inspection This system COMPLIES with OAC 252:641
Joint Inspection This system FAILS to comply with OAC 252:641

DEQ REVIEWED CERTIFIED INSTALLER'S FINAL INSPECTION
DATE FILED: 10/05/22 DATE REJECTED:
Notes: ES Initials:

Environmental Specialist's Signature: [Signature] Employee ID: 348906 Date Paperwork Signed and Issued: 10/05/22

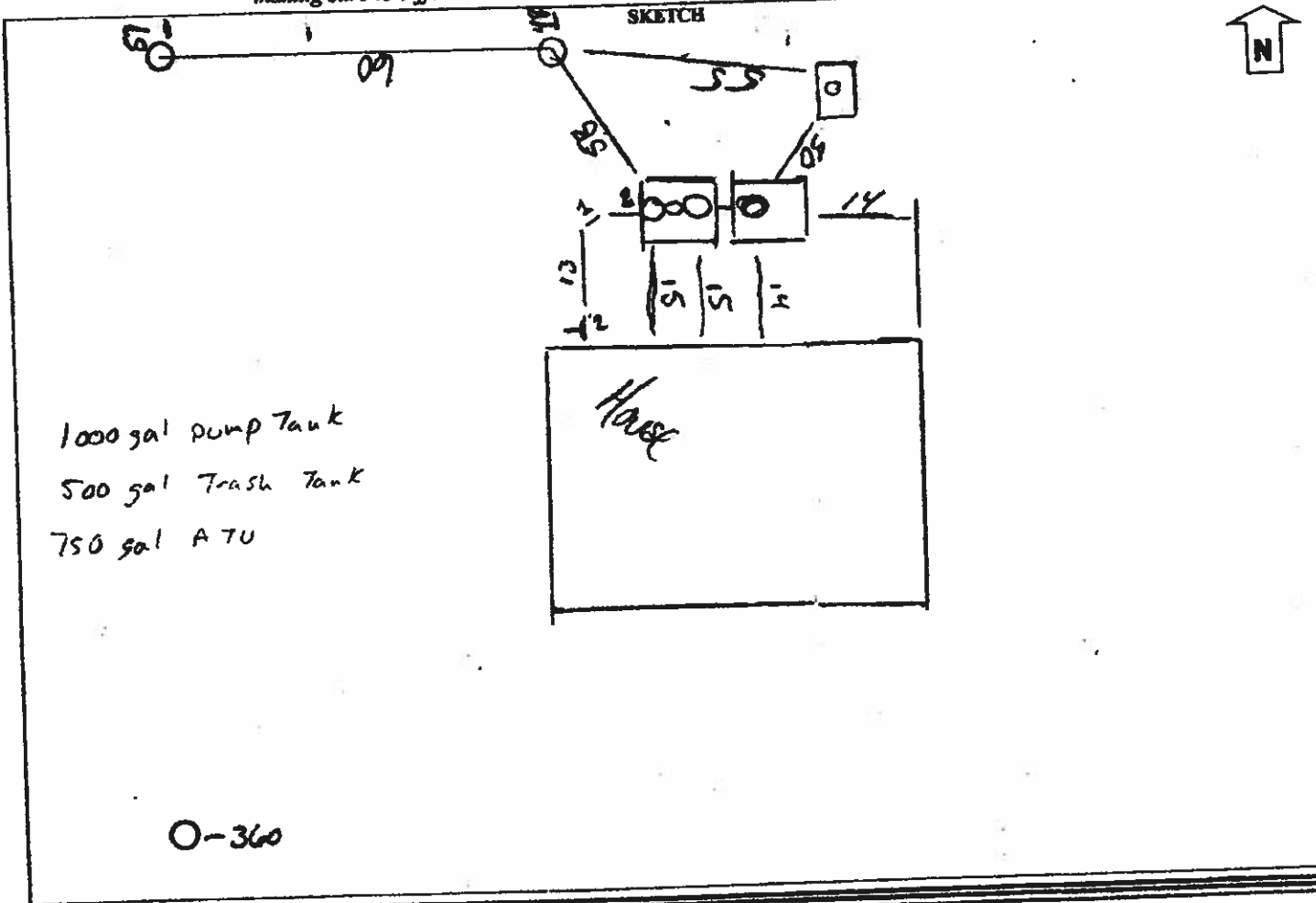
VII. SEPARATION DISTANCES:

Record all applicable separation distances in feet.

	Trash Tank/ Septic Tank	Flow Equalization Tank	Lift Station	ATU	Pump Tank	Solid Pipe	Perforated Pipe/ Chambers	Sprinkler Heads	Sprinkler Spray	Drip Irrigation Lines	Lagoons
Private Water Supply:	50	N/A	N/A	50	50	55	N/A	55	55	N/A	N/A
Public Water Supply:	—	N/A	N/A	—	—	—	N/A	—	—	N/A	N/A
Buildings:	15	N/A	N/A	15	15		N/A			N/A	N/A
Other Structures:							N/A			N/A	N/A
Waterline:	—	N/A	N/A	—	—	—	N/A	49	18	N/A	N/A
Property Line:	106'	N/A	N/A	106	106	—	N/A	N/A	N/A	N/A	N/A
Impoundment/Stream:	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A
French Drain:	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A

VIII. LAYOUT OF SYSTEM:

Sketch a detailed drawing of the system installation/ modification in the box below making sure to differentiate between existing components and new or modified ones.



REMARKS: Sprinklers are 30' 360° @ 565954

- or □
Septic Tank
- Distribution Box
- ▣
Retention Structure
- T
Tee
- L
Ell
- †
Cross
- ⊠
Water Well
- Absorption Line or Drip Line



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: October 24, 2023

RE: Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest regarding FOP grievance arbitration; and 2) authorizing the City Manager to take action as appropriate based on discussion.

Appropriate information will be dispersed during executive session.

Troy Bradley, Human Resources Director



FURTHER INFORMATION





Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcityok.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council
FROM: Tiatia Cromar, Finance Director/ City Treasurer
DATE: October 24, 2023
SUBJECT: Review of the City Manager's Report for the month of September 2023.

The funds in September that experienced a significant change in fund balance from the August report are as follows:

2022 Issue G.O. Bond (272) decreased because of the payments for:	
Various Capital Outlay	<\$320,530>
G.O. Debt Services (350) decrease due to the payment for:	
Series 2019 Bond Phase I Interest	<\$278,055>
MWC Hospital Authority (425) activities for September:	
Compounded Principal (9010) - unrealized loss on investment	<\$2,663,335>
Discretionary (9050) - unrealized loss on investment	<\$1,300,516>

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending September, 2023
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,003,483	(33,077)	7,097,989	3,381,364	(508,947)	2,872,417	9,970,406
10	GENERAL	13,826,803	(154,176)	15,529,517	12,069,164	(13,926,053)	(1,856,890)	13,672,627
13	STREET AND ALLEY FUND	1,845,254	-	1,905,998	137,915	(198,659)	(60,744)	1,845,254
14	TECHNOLOGY FUND	737,080	-	724,414	76,874	(64,208)	12,666	737,080
15	STREET LIGHT FEE	1,108,106	-	1,171,042	159,243	(222,179)	(62,936)	1,108,106
16	REIMBURSED PROJECTS	1,371,020	(2,603)	1,838,556	140,451	(610,590)	(470,139)	1,368,417
20	MWC POLICE DEPARTMENT	14,255,347	(4,092)	13,184,653	5,188,476	(4,121,873)	1,066,602	14,251,255
21	POLICE CAPITALIZATION	1,900,750	-	1,514,448	455,770	(69,468)	386,302	1,900,750
25	JUVENILE FUND	102,979	-	95,468	22,146	(14,634)	7,511	102,979
30	POLICE STATE SEIZURES	109,116	-	109,437	1,034	(1,355)	(321)	109,116
31	SPECIAL POLICE PROJECTS	85,177	-	81,429	3,824	(77)	3,748	85,177
34	POLICE LAB FEE FUND	17,314	-	18,545	321	(1,552)	(1,231)	17,314
35	EMPLOYEE ACTIVITY FUND	14,620	-	17,569	417	(3,367)	(2,950)	14,620
36	JAIL	183,123	-	181,401	15,150	(13,428)	1,722	183,123
37	POLICE IMPOUND FEE	106,689	-	104,051	8,804	(6,166)	2,638	106,689
40	MWC FIRE DEPARTMENT	9,502,247	(4)	8,860,897	4,005,511	(3,364,164)	641,347	9,502,243
41	FIRE CAPITALIZATION	2,442,032	-	2,266,633	195,256	(19,856)	175,400	2,442,032
45	MWC WELCOME CENTER	521,024	-	475,662	64,604	(19,242)	45,361	521,024
46	CONV / VISITORS BUREAU	630,181	-	576,761	118,992	(65,572)	53,420	630,181
60	CAPITAL DRAINAGE IMP	444,362	-	444,840	122,740	(123,219)	(479)	444,362
61	STORM WATER QUALITY	1,571,480	-	1,489,045	219,146	(136,710)	82,436	1,571,480
65	STREET TAX FUND	2,498,042	-	2,397,811	170,166	(69,935)	100,231	2,498,042
70	EMERGENCY OPER FUND	1,453,507	-	1,376,402	229,285	(152,179)	77,106	1,453,507
75	PUBLIC WORKS ADMIN	1,114,506	-	1,052,349	339,514	(277,357)	62,157	1,114,506
80	INTERSERVICE FUND	630,408	-	632,994	1,014,085	(1,016,671)	(2,587)	630,408
81	SURPLUS PROPERTY	694,492	(554,210)	127,706	20,760	(8,184)	12,576	140,282
115	ACTIVITY FUND	511,776	(3,173)	478,528	82,357	(52,283)	30,075	508,603
123	PARK & RECREATION	2,167,392	(44,590)	2,585,167	197,939	(660,303)	(462,364)	2,122,803
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	163,593	(163,593)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	170,143	(3,157)	175,016	13,979	(22,010)	(8,031)	166,986
143	GRANT FUNDS	52,268	7,732	60,000	449,970	(449,970)	-	60,000
157	CAPITAL IMPROVEMENTS	3,775,081	-	3,422,471	381,598	(28,988)	352,610	3,775,081
172	CAP. WATER IMP-WALKER	2,831,754	-	3,517,645	160,012	(845,902)	(685,890)	2,831,754

City of Midwest City
Financial Summary by Fund
for Period Ending September, 2023

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
178	CONST LOAN PAYMENT REV	4,881,984	(10,247)	4,618,759	254,206	(1,227)	252,979	4,871,738
184	SEWER BACKUP FUND	79,018	-	78,271	746	-	746	79,018
186	SEWER CONSTRUCTION	8,146,942	-	8,051,367	519,705	(424,130)	95,575	8,146,942
187	UTILITY SERVICES	942,420	(924)	845,050	343,435	(246,988)	96,447	941,496
188	CAP. SEWER IMP.-STROTH	1,980,319	-	1,783,408	211,755	(14,844)	196,912	1,980,319
189	UTILITIES CAPITAL OUTLAY	2,819,663	(105,817)	2,649,282	106,554	(41,990)	64,564	2,713,847
190	MWC SANITATION DEPARTMENT	6,402,326	-	6,092,220	2,264,890	(1,954,784)	310,106	6,402,326
191	MWC WATER DEPARTMENT	5,196,301	-	4,750,723	2,223,557	(1,777,979)	445,578	5,196,301
192	MWC SEWER DEPARTMENT	5,783,425	(127)	5,573,077	2,191,256	(1,981,034)	210,222	5,783,299
193	MWC UTILITIES AUTHORITY	1,312,546	-	1,035,593	276,953	-	276,953	1,312,546
194	DOWNTOWN REDEVELOPMENT	485,263	(10,645)	470,038	4,580	-	4,580	474,618
195	HOTEL/CONFERENCE CENTER	273,138	(990,520)	(772,157)	893,086	(838,311)	54,775	(717,382)
196	HOTEL 4% FF&E	756,821	-	721,137	49,416	(13,732)	35,684	756,821
197	JOHN CONRAD REGIONAL GOLF	1,235,337	(298,522)	657,214	644,746	(365,144)	279,601	936,815
201	URBAN RENEWAL AUTHORITY	99,531	-	98,591	940	-	940	99,531
202	RISK MANAGEMENT	43,054	(37)	881,634	381,970	(1,220,587)	(838,617)	43,017
204	WORKERS COMP	4,097,082	-	4,211,806	261,004	(375,728)	(114,724)	4,097,082
220	ANIMALS BEST FRIEND	83,436	(2,000)	73,232	16,996	(8,791)	8,205	81,436
225	HOTEL MOTEL FUND	-	-	-	202,061	(202,061)	-	-
230	CUSTOMER DEPOSITS	1,578,189	(1,578,189)	-	14,955	(14,955)	-	-
235	MUNICIPAL COURT	98,679	(98,679)	-	923	(923)	-	-
240	L & H BENEFITS	2,547,358	(47,224)	2,570,990	2,527,752	(2,598,608)	(70,856)	2,500,133
250	CAPITAL IMP REV BOND	2,492,494	(37,343,360)	(36,365,089)	4,310,703	(2,796,479)	1,514,224	(34,850,866)
269	2002 G.O. STREET BOND	136,350	-	191,585	1,430	(56,665)	(55,235)	136,350
270	2018 ELECTION G.O. BOND	8,053,924	(28,054)	8,421,966	105,321	(501,417)	(396,096)	8,025,870
271	2018 G.O. BONDS PROPRIETARY	424,919	(121,172)	314,522	4,030	(14,805)	(10,775)	303,747
272	2022 ISSUE G.O. BOND	1,331,421	(35,000)	2,513,068	15,977	(1,232,624)	(1,216,647)	1,296,421
310	DISASTER RELIEF	7,962,199	(195,794)	7,293,918	557,598	(85,111)	472,487	7,766,405
340	REVENUE BOND SINKING FUND	-	-	-	1,853,439	(1,853,439)	-	-
350	G. O. DEBT SERVICES	2,697,623	(14,576)	2,981,462	64,132	(362,547)	(298,415)	2,683,047
352	SOONER ROSE TIF	1,393,328	-	1,099,602	297,226	(3,500)	293,726	1,393,328
353	ECONOMIC DEV AUTHORITY	60,176,992	(50,383,319)	9,418,940	518,752	(144,019)	374,733	9,793,673
354	NORTHSIDE TIF	268,775	(267,076)	-	1,699	-	1,699	1,699
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	107,692,512	(18,620)	111,301,846	(1,115,054)	(2,512,899)	(3,627,954)	107,673,892
425-9050	MWC HOSP AUTH-DISCRETIONARY	22,873,850	(8,204)	22,013,675	1,080,256	(228,284)	851,973	22,865,647
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,741,810	(2,500)	10,858,612	5,049	(124,350)	(119,301)	10,739,311
425-9080	MWC HOSP AUTH GRANTS	651,584	-	93,916	557,664	3	557,668	651,584
	TOTAL	352,424,196	(92,351,952)	258,048,728	51,260,169	(49,236,650)	2,023,518	260,072,247



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council
FROM: Troy Bradley, Human Resources Director
DATE: October 24, 2023
RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of September 2023, which is the third (3) period of the FY 2023/2024.

Troy Bradley, Human Resources Director

FISCAL YEAR 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
PLAN INCOME												
Projected Budgeted (MTD)	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962
Actual (MTD)	842,448	830,192	859,381									
Projected Budgeted (YTD)	908,962	1,817,924	2,726,886	3,635,848	4,544,810	5,453,772	6,362,734	7,271,696	8,180,658	9,089,620	9,998,582	10,907,544
Actual (YTD)	842,448	1,672,640	2,532,021									
PLAN CLAIMS/ADMIN COSTS	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918
Actual (MTD)	955,777	772,922	874,065									
Projected Budgeted (YTD)	1,006,148	1,811,066	2,615,984	3,622,132	4,427,050	5,231,968	6,238,116	7,043,034	7,847,952	8,854,100	9,659,018	10,463,936
Actual (YTD)	955,777	1,728,699	2,602,764									
EXCESS INCOME vs. EXPENDITURES	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044
Actual (MTD)	-113,329	57,270	-14,684	0	0	0	0	0	0	0	0	0
Projected Budgeted (YTD)	-97,186	6,858	110,902	13,716	117,760	221,804	124,618	228,662	332,706	235,520	339,564	443,608
Actual (YTD)	-113,329	-56,059	-70,743									
FISCAL YEAR 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
PLAN INCOME												
Projected Budgeted (MTD)	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885
Actual (MTD)	790,434	884,482	800,157	807,616	807,917	792,497	798,910	798,616	800,050	821,430	804,100	841,808
Projected Budgeted (YTD)	821,885	1,643,770	2,465,655	3,287,540	4,109,425	4,931,310	5,753,195	6,575,080	7,396,965	8,218,850	9,040,735	9,862,620
Actual (YTD)	790,434	1,674,916	2,475,073	3,282,689	4,090,606	4,883,103	5,682,013	6,480,629	7,280,679	8,102,109	8,906,209	9,748,017
PLAN CLAIMS/ADMIN COSTS	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	744,605	930,756	744,605	930,756	744,605	744,605	930,756	744,605	744,605	744,605	930,756	744,605
Actual (MTD)	801,455	1,114,999	734,533	861,832	864,708	665,891	774,525	842,342	777,097	696,459	884,587	757,408
Projected Budgeted (YTD)	744,605	1,675,361	2,419,966	3,350,722	4,095,327	4,839,932	5,770,688	6,515,293	7,259,898	8,004,503	8,935,259	9,679,864
Actual (YTD)	801,455	1,916,454	2,650,987	3,512,819	4,377,527	5,043,418	5,817,943	6,660,285	7,437,382	8,133,841	9,018,428	9,775,836
EXCESS INCOME vs. EXPENDITURES	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	77,280	-108,871	77,280	-108,871	77,280	77,280	-108,871	77,280	77,280	77,280	-108,871	77,280
Actual (MTD)	-11,021	-230,517	65,624	-54,216	-56,791	126,606	24,385	-43,726	22,953	124,971	-80,487	84,400
Projected Budgeted (YTD)	77,280	-31,591	45,689	-63,182	14,098	91,378	-17,493	59,787	137,067	214,347	105,476	182,756
Actual (YTD)	-11,021	-241,538	-175,914	-230,130	-286,921	-160,315	-135,930	-179,656	-156,703	-31,732	-112,219	-27,819

Sept 3/FY 2024: \$2,494,499
 Sept /FY 2023: \$2,417,147
 Sept /FY 2022: \$1,601,974
 Sept 2/FY 2021: \$1,197,596

** HAD FIVE MONDAYS WITH REPORTED MEDICAL CLAIMS PAID**

MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT SPECIAL MEETING
September 6th, 2022 – 5:30 P.M.

This special meeting of the Midwest City Board of Adjustment was held in the City Court, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on September 6th 2022, with the following members present:

Present: Jess Huskey
 Frank Young
 Cy Valanejad
 Charles McDade

Absent: Tammy Cook

Staff present: Billy Harless, Community Development Director
 Emily Richey, Current Planning Manager

The meeting was called to order by Huskey at 5:30 P.M.

A. MINUTES:

A motion was made by Young, seconded by Valanejad, to approve the minutes of the meeting of April 7th, 2022 as presented. Voting aye: Young, Valanejad, and Huskey. Nay: none. Motion carried.

B. NEW MATTERS:

(BA-412) Discussion and consideration for adoption, including any possible amendment of an application for a variance to the terms, standards, and criteria for the Specific Parking Requirements for the use Automotive Equipment Light as outlined in Table 5.3-2 of the Zoning Ordinance, for the property located in the Couch Heights Addition, Block 4, the eastern ½ of Lot 3, also addressed as 9018 NE 10th Street.

Staff gave a brief overview of this item.

Young – wanted to know what the intent was- ie: parking standards, requirements for the city. He also asked about the flood issues.

Staff responded that they had worked it out with the Engineering Dept.

The applicant, Mark Ramsey, was present and addressed the Board members.
9810 NE 10th St.

The following people addressed the board:

Name - Jeremey Miller

Address – Johnson & Associates – Bricktown- OKC

Discussed the 15' easement, gravel in back of building.

There was general discussion about the application.

General discussion amongst the Board.

Motion to approve the # of spaces of 20 - by Young and seconded by McDade.

Motion to approve the gravel in the back of the lot by McDade and seconded by Young.


A motion was made by McDade, seconded by Valanejad, to affirm the determination made by the City Official to grant the variance. Voting aye: Young, Valanejad, McDade and Huskey. Voting nay: None. Motion carried.

C. **BOARD DISCUSSION**: None

D. **PUBLIC DISCUSSION**: None.

There being no further business, a motion was made by Valanejad, seconded by McDade, to adjourn the meeting. Voting aye: Young, Valanejad, McDade and Huskey. Nay: none. Motion carried.

The meeting adjourned at 5:53 P.M.



JESS HUSKEY, Chairperson

(TA)



MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

October 24, 2023 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if there is not a unanimous consent, then the item(s) will be removed and heard in regular order.
1. Discussion, consideration and possible action to approve the September 26, 2023 meeting minutes. (Secretary - S. Hancock)
 2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Wastewater Fund, expenditures/Wastewater (43) \$12,000. Sanitation Fund, expenditures/Sanitation (41) \$5,765. (Finance - T. Cromar)
 3. Discussion, consideration, and possible action of approving a retail water sales agreement with Oklahoma County Utility Services Authority to provide potable water to approximately thirty-five (35) customers in the Crutcho Public Water Supply System. (City Attorney – D. Maisch)
- C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. FURTHER INFORMATION.
1. Review of the monthly report on the current financial condition of the Delta Hotel at the Reed Center for the period ending September 30, 2023. (Director of Operations - R. Rushing)
- E. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Municipal Authority meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

Midwest City Municipal Authority

September 26, 2023

This meeting was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 8:16 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Acting Secretary Susan Mullendore
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Secretary Sara Hancock

CONSENT AGENDA. Eads made a motion to approve the consent agenda, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration, and possible action to approve the August 22, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Capital Sewer Improvements Fund, expenditures/ Sewer Improvements (44) \$59,190. Wastewater Fund, expenditures/Wastewater (43) \$22,100.
3. Discussion, consideration, and possible action of declaring the following equipment from Water Resource Recovery Facility (1) 1999 IHC 4900 Dump Truck VIN # 1HTSDAAR0XH643477 as surplus and authorizing its disposal by sealed bid, public auction, or by other means as necessary.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

At 8:16 PM Byrne left seat, but remained in Chambers.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:17 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

tcromar@midwestcity.org

Office: 405-739-1245

www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: October 24, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Wastewater Fund, expenditures/Wastewater (43) \$12,000. Sanitation Fund, expenditures/Sanitation (41) \$5,765.

The first supplement is needed to increase budget for cost of dump truck over original estimate. The second supplement is needed to increase budget for cost of grapple collection truck over original estimate.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
October 24, 2023

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Wastewater			12,000	
		<u>0</u>	<u>0</u>	<u>12,000</u>	<u>0</u>

Explanation:
To increase budget in Truck w/Dump Bed Project to cover increased cost of truck over original budget. Funding to come from fund balance.

Fund SANITATION (190)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation			5,765	
		<u>0</u>	<u>0</u>	<u>5,765</u>	<u>0</u>

Explanation:
To increase budget in Grapple Collection Truck Project to cover increased cost of truck over original budget. Funding to come from fund balance.



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: October 24, 2023

Subject: Discussion, consideration, and possible action of approving a retail water sales agreement with Oklahoma County Utility Services Authority to provide potable water to approximately thirty-five (35) customers in the Crutcho Public Water Supply System. (City Attorney – D. Maisch).

The Oklahoma County Utility Services Authority (OCUSA) operates a community public water supply system, known as the Crutcho Public Water Supply System (Crutcho PWS), in an unincorporated area of Oklahoma County located at the southwest corner of Air Depot Boulevard and Northeast 23rd Street. It currently serves approximately thirty-five customers with potable water from a public water supply groundwater well.

On July 29, 2021, OCUSA, by and through its operator, Sooner Utilities, Inc., entered into a Consent Order with the Department of Environmental Quality, which found that Crutcho PWS lacked an adequate backup source of water and required that OCUSA develop and submit a Corrective Action Plan to address the violations.

OCUSA and the Midwest City Municipal Authority have reached an agreement through which Midwest City will provide potable water to the customers of Crutcho PWS and OCUSA will design, install, and maintain the private infrastructure as outlined in the retail sales agreement. OCUSA will properly abandon and plug it well currently in use.

The retail water sales agreement is attached.

Approval is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

RETAIL WATER SALES AGREEMENT

This Retail Water Sales Agreement (hereinafter referred to as "Agreement") is made effective as of the latter signature date hereof (the "Effective Date") by and between The Midwest City Municipal Authority, (hereinafter referred to as "Authority") a public trust created for the benefit of the citizens of the City of Midwest City, a municipal corporation (hereinafter referred to as "City") and Oklahoma County Utility Services Authority, a public trust created pursuant to the authority at Title 60 of the Oklahoma Statutes, Sections 176-180.3, as amended, (hereinafter referred to as "Customer") (Authority and Customer being collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the City owns and the Authority operates a public water supply system that provides potable water to its customers (hereinafter referred to as "City System"); and

WHEREAS, the Customer operates a community public water supply system in Oklahoma County, known as Crutcho Public Water Supply System; and

WHEREAS, the Crutcho Public Water Supply System serves approximately thirty-five (35) customers at the Southwest corner of Air Depot and Northeast 23rd Street in Oklahoma County; and

WHEREAS, the above-described property is located in an unincorporated area of Oklahoma County; and

WHEREAS, the Oklahoma State Environmental Agency (the Oklahoma Department of Environmental Quality) and the Customer, by and through its operator, Sooner Utilities, Inc. (hereinafter referred to as Customer's Operator) have entered into a Consent Order dated July 29, 2021; and

WHEREAS, the Consent Order found that the Customer and Customer's Operator was operating without an adequate secondary backup source; and

WHEREAS, the Consent Order requires the Customer to submit an approvable Corrective Action Plan; and

WHEREAS, the Customer has approached the Authority for assistance with a Corrective Action Plan; and

WHEREAS, the Public Water Supply owned by the City and operated by the Authority is located near the site of the Crutcho Public Water Supply; and

WHEREAS, the Customer and Authority have reached an agreement for the Public Water Supply owned by the City and operated by the Authority to provide potable water to the customers of the Crutcho Public Water Supply; and

WHEREAS, the Customer has contacted the Oklahoma Department of Environmental Quality who has expressed that such an agreement would meet the requirements of a Corrective Action Plan as required under the Consent Order; and

WHEREAS, the Customer, the Customer's Operator, the City and the Authority desire to enter into a Retail Water Sales Agreement as expressly provided herein; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Agreement Term.** This agreement shall commence on the Effective Date and remain in effect for five (5) years from the Effective Date. This agreement may be renewed by the Parties for two (2) additional five (5) year periods. All renewals shall be in writing and signed by all Parties.
2. **Permission.** The City and the Authority hereby grants the following permissions to the Customer's Operator:
 - a. To connect and/or to maintain the connection through a master water meter, to the City System.
 - b. Said connection shall be at the point identified in **Attachment "A"**.
 - c. Said connection shall be installed by a licensed plumber approved by the City, the Authority or designee. Prior to any connection to the City System, Customer shall submit plans and specifications, prepared by a professional engineer, licensed by the State of Oklahoma. An engineer for the City shall review and approve the plans and specifications.
 - d. Said connection shall only supply potable water to the Customer's approximately 35 current (at the time of the signing of this Agreement) customers. Potable water from the City System shall not be used for any other purpose or provided to any additional customers without written consent from the City, the Authority or designee.
3. **Rates and Payment.** Customer and/or Customer's Operator shall be billed at the rates established in Section 43-64 of the City's Municipal Code or future rates as established by the City in its Municipal Code for residential customers. The amount billed to the Customer and/or Customer's Operator shall be based on water usage as determined by the flow of water through the meter. Customer and/or Customer's Operator shall be billed monthly by the City and Customer shall pay in accordance with Section 43-67 of the City's Municipal Code. Any delinquent payments or actions taken due to failure to pay shall be governed by Sections 43-67 and 43-68 of the City's Municipal Code.
4. **Customer's Operator Duties and Responsibilities.** Except as modified herein, the Customer's Operator shall, at its own expense:
 - a. Hire a licensed professional engineer, to design the connection to the City System;
 - b. Hire a licensed utility contractor, approved by the City, to make the connection to the City System;
 - c. Incur all costs of construction for the connection, meter fees, backflow preventer and pressure reducing valve (BPV), tap fees and system development changes applicable to any new connection;
 - d. Incur all costs to test and make repairs to the master water meter upon request of the City; and
 - e. Incur all costs to disconnect from the City System;
 - f. Incur all costs to flush and test Customer's system to prior to allowing consumption;

- g. Operate and maintain the private infrastructure to prevent water waste, cross connection, leaks, etc.
 - h. Hire a third-party to conduct annual inspection(s) of the BPV. Additional inspections and verifications of the backflow preventer shall be required during flood events that exceed 24 hours and submerges any part of the private distribution system. Verification shall continue every 24 hours until event ends;
 - i. All inspection reports shall be submitted to the Line Maintenance Supervisor within twenty-four (24) hours of completion. Electronic communication shall be acceptable.
 - ii. If the BPV is found to be in-operable the Line Maintenance Supervisor shall be immediately notified via phone.
 - iii. The City reserves the right to disconnect the water supply until the BPV is repaired or replaced.
 - i. Completely disconnect existing distribution system in the Customer's service area from the Customer's water well, prior to the connection by the Customer to the City System.
5. **Customer's Meter and Connection.** Customer's master meter and connection shall be installed per the City's and/or the Authority's requirements and remain within the utility easement for the associated main. Once installed, the service, meter, meter components, meter box become the property of the City. Eighteen inches (18") beyond the meter shall be the determining point for the start of "private infrastructure." The Customer shall be responsible for properly operating and maintaining any private infrastructure beyond the determining point. Inspection of the service connection and meter is required at the time of the completion of installation. The Customer shall not be deemed to be an employee or agent of the City. The City shall not have any control nor takes any responsibility for any of the Customer's meters or private infrastructure that is located beyond the determining point.
6. **Construction.** All construction to connect the Customer to the City System shall be in accordance with the City's building codes, adopted at the time of construction. Additionally, a double check valve shall be installed on the service line within ten feet (10') of the point of entry.
7. **Access and Testing.** The City has the right to read and/or test the meter at any time. If the City has reason to believe the meter is not operating within specifications, the City may request the customer test the meter. If the test finds that the meter is not operating within American Water Works Association specifications, the City may require the Customer to repair the meter. The City shall have the right to adjust charges to the Customer based on the findings that the meter was not operating within specifications. Any test that demonstrates that the meter was operating more than 3% higher or lower than the actual volume test shall be deemed that the meter was not operating within specifications.
8. **City's Duties and Responsibilities.** Except as modified herein, the City shall:
 - a. Notify the Customer's Operator or successor in interest, by telephone, in the event the City finds its necessary to temporarily stop the flow of water to the Customer to make repairs to the City System;

- b. Make repairs to the Customer's meter in the event any damages occur due to the temporary stoppage of the flow of water due to the need of the City to make repairs;
 - c. Allow only one connection to the Customer; and
 - d. Notify the Customer's Operator or successor in interest, by telephone, in the event the City finds it necessary to temporarily stop or reduce the flow of water to the Customer due to an emergency, Act of God, water rationing, or suspension of water service to all customers on the City's System due to a reason other than to make repairs. Customer shall not hold the City responsible for any loss, cost or expense resulting from the reduction or suspension of the supply of water.
 - e. Notify the Customer of any change in rate for the water usage to be charged to the Customer prior to the rate change becoming effective.
9. **City Delegation.** The City and the Authority hereby delegates the authority to amend this agreement or to make any approvals under this agreement to the City Manager/Authority's General Manager. The City Manager/General Manager may delegate this authority to the Assistant City Manager, the Public Works Director or Assistant Public Works Director as necessary.
10. **Notices.** All notices required by this Agreement shall be in writing, delivered either in person or by first class mail to the following:

Midwest City Municipal Authority
 c/o of the General Manager
 100 N. Midwest Boulevard
 Midwest City, OK 73110

The Oklahoma County Utility Services Authority
 c/o Chris Byrom, Registered Agent
 3134 N.W. 23rd Street
 Oklahoma City, OK 73107

Sooner Utilities, Inc.
 c/o Chris Byrom, Registered Agent
 P.O. Box 958
 Edmond, OK 73083-0958
 (405) 285-5687

11. **General Provisions.**

- a. **Amendment.** Any Amendment to this Agreement shall be in writing and executed by the Customer, the Authority or designee and the City or City's designee.
- b. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Oklahoma and the City Ordinances of the City of Midwest City. Any matter filed concerning this Agreement shall be filed in the District Court for Oklahoma County after all administrative processes have been exhausted.

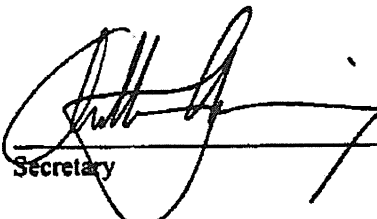
- c. **City Liability.** Any claims filed against the City shall be filed in accordance with the Oklahoma Governmental Tort Claims Act, Title 51 of the Oklahoma Statutes, Section 151 *et seq.*
- d. **No Creation of Rights.** The Customer hereby acknowledges that by entering into this agreement does not create any rights of the Customer to any property owned or under the control of the City, nor creates any rights to the City System. The City hereby acknowledges that this agreement does not create any rights of the City or the Authority, to any property owned by the Customer, unless specifically expressed herein.
- e. **Termination.** Either Party has the right to terminate this agreement by giving one hundred and twenty (120) days written notice to the other party.
- f. **Complete Agreement.** The Parties agree that this is the complete Agreement and no statements, representations or discussions not set forth herein or not contained in any written Amendment shall be binding on the Parties and no Party is or shall be bound by any statement or representation that does not conform to this document. No agent or any Party to this Agreement has the authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against either party.
- g. **Open Records Act.** Customer understands that all records of the City, including this Agreement are open to the public for inspection, review and mechanical reproduction in accordance with the Oklahoma Open Records Act, Title 51 of the Oklahoma Statutes, Section 24A.1 *et seq.*
- h. **Non-Transferable.** This Agreement cannot be transferred to any third party without written permission of the other party. Any attempt to transfer this Agreement to a third party without the written consent of the other party nullifies and makes void the Agreement.
- i. **Change in Ownership.** Should the Customer sell or transfer the property to a third-party, the new owner shall be required to obtain a new agreement from the City. Any new agreement will not be unreasonably denied.

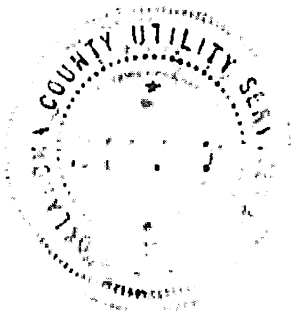
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APPROVED by The Oklahoma County Utility Services Authority and signed by the Chair,

this 20th day of September, 2023.


Chair


Secretary



APPROVED by the City Council and signed by the Mayor for the City of Midwest City,
this _____ day of _____, 2023.

City Clerk

Mayor

Approved as to form and legality:

City Attorney

APPROVED by the Midwest City Municipal Authority and signed by the Chair for the
Municipal Authority, this _____ day of _____, 2023.

Secretary

Chair

Approved as to form and legality:

Authority Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





City Manager's Office
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1205

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: October 24, 2023

SUBJECT: Review of the monthly report on the current condition of the Delta Hotel at the Reed Center for the period ending September 30, 2023.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Delta Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

Fiscal Year 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Revenue												
Budgeted (MTD)	410,419	431,525	510,625	-	-	-	-	-	-	-	-	-
Actual (MTD)	261,357	375,874	255,855	-	-	-	-	-	-	-	-	-
Budgeted (YTD)	410,419	841,944	1,352,569	1,352,569	1,352,569	1,352,569	1,352,569	1,352,569	1,352,569	1,352,569	1,352,569	1,352,569
Actual (YTD)	261,357	637,231	893,086	893,086	893,086	893,086	893,086	893,086	893,086	893,086	893,086	893,086

Expenses												
Budgeted (MTD)	354,409	378,100	400,332	-	-	-	-	-	-	-	-	-
Actual (MTD)	277,604	280,264	280,443	-	-	-	-	-	-	-	-	-
Budgeted (YTD)	354,409	732,509	1,132,841	1,132,841	1,132,841	1,132,841	1,132,841	1,132,841	1,132,841	1,132,841	1,132,841	1,132,841
Actual (YTD)	277,604	557,867	838,311	838,311	838,311	838,311	838,311	838,311	838,311	838,311	838,311	838,311

Revenue vs. Expenses												
Budgeted (MTD)	56,010	53,425	110,293	-	-	-	-	-	-	-	-	-
Actual (MTD)	(16,246)	95,610	(24,589)	-	-	-	-	-	-	-	-	-
Budgeted (YTD)	56,010	109,435	219,728	219,728	219,728	219,728	219,728	219,728	219,728	219,728	219,728	219,728
Actual (YTD)	(16,246)	79,364	54,775	54,775	54,775	54,775	54,775	54,775	54,775	54,775	54,775	54,775

Key Indicators												
Hotel Room Revenue	174,426	203,842	165,813	-	-	-	-	-	-	-	-	-
Food and Banquet Revenue	58,116	178,433	70,265	-	-	-	-	-	-	-	-	-

Fiscal Year 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Revenue												
Budgeted (MTD)	314,473	456,558	454,823	690,957	482,754	280,122	284,994	361,496	700,674	397,999	522,958	407,196
Actual (MTD)	215,862	327,994	338,232	298,613	329,258	325,935	257,919	248,620	421,561	279,614	294,119	319,969
Budgeted (YTD)	314,473	771,031	1,225,854	1,916,811	2,399,565	2,679,687	2,964,681	3,326,177	4,026,851	4,424,850	4,947,808	5,355,004
Actual (YTD)	215,862	543,856	882,088	1,180,701	1,509,959	1,835,895	2,093,814	2,342,434	2,763,995	3,043,609	3,337,728	3,657,697

Expenses												
Budgeted (MTD)	317,640	357,848	352,577	429,679	372,335	303,854	297,787	314,509	436,038	355,615	389,108	355,713
Actual (MTD)	270,452	278,272	251,566	289,094	328,384	406,392	357,547	292,897	367,683	326,506	340,376	327,528
Budgeted (YTD)	317,640	675,488	1,028,065	1,457,744	1,830,079	2,133,933	2,431,720	2,746,229	3,182,267	3,537,882	3,926,990	4,282,703
Actual (YTD)	270,452	548,724	800,290	1,089,384	1,417,768	1,824,160	2,181,707	2,474,604	2,842,287	3,168,793	3,509,169	3,836,697

Revenue vs. Expenses												
Budgeted (MTD)	(3,167)	98,710	102,246	261,278	110,419	(23,732)	(12,793)	46,987	264,636	42,384	133,850	51,483
Actual (MTD)	(54,590)	49,722	86,665	9,519	875	(80,457)	(99,628)	(44,277)	53,878	(46,892)	(46,257)	(7,559)
Budgeted (YTD)	(3,167)	95,543	197,789	459,067	569,486	545,754	532,961	579,948	844,584	886,968	1,020,818	1,072,301
Actual (YTD)	(54,590)	(4,868)	81,798	91,317	92,192	11,735	(87,893)	(132,170)	(78,292)	(125,184)	(171,441)	(179,001)

Key Indicators												
Hotel Room Revenue	134,971	160,951	204,314	221,621	181,770	108,375	80,338	136,796	203,240	202,116	217,628	259,119
Food and Banquet Revenue	72,710	138,792	117,519	78,055	96,521	173,540	179,053	99,902	172,321	71,135	51,356	52,897



MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

October 24, 2023 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration and possible action to approve the September 26, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)
3. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Memorial Hospital Authority declaring 8800 – 8832 SE 29th Street (a/k/a +/- 12.85 acres located in the Northeast Quarter of Section 14, Township 11 North, Range 2 West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma) as surplus; and amending and/or approving that certain “Option to Purchase”, by and Between the Midwest City Memorial Hospital Authority and Sooner Investment Group, Inc. (the “Option to Purchase”); Authorizing and directing execution and delivery of the Option to Purchase; and containing other provisions relating thereto. (Economic Development – R. Coleman)

C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



DISCUSSION ITEMS



Notice for the Midwest City Hospital Authority meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

Midwest City Memorial Hospital Authority Minutes

September 26, 2023

This meeting was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 8:17 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Acting Secretary Susan Mullendore
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

DISCUSSION ITEMS.

1. Discussion, consideration, and possible action to approve the August 22, 2023 meeting minutes.

Reed made a motion to approve the minutes, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

2. Discussion, consideration and possible action, to approve a resolution declaring 2818, 2820 and 2824 Parklawn DR (a/k/a ± 68,198 ft.² located in the South Half of the Southeast Quarter of Section 34, Township 12 North, Range 2 West, I.M.) as surplus; and approving an Agreement to exchange said property with SSM Healthcare of Oklahoman, Inc. for 601 National AV (a/k/a ± 72,310 ft.² located in the Northeast Quarter of the Southeast Quarter of Section 34, Township 12, North Range 2 West, I.M.

Coleman addressed Trustees. Byrne made a motion to approve Resolution HA2023-04 with amended language of “made” to “may” in Section 2 and add “and to close the real estate transactions contemplated by such Agreement” to the last sentence in Section 3, seconded by Reed. Voting Aye: Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: Eads. Motion Carried.

3. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Memorial Hospital Authority declaring 8800 – 8832 SE 29th Street (a/k/a +/- 12.85 acres located in the Northeast Quarter of Section 14, Township 11 North, Range 2 West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma) as surplus, and amending and/or approving that certain “Agreement for the Purchase and Sale of Real Estate”, by and Between the Midwest City Memorial Hospital Authority and Sooner Investment, Inc. (the “Real Estate Agreement”); Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto. No Action Taken.

4. Discussion, consideration, and possible action to reallocate assets as recommended from our financial advisor.

Cromar addressed the Trustees. After Staff and Trustee discussion, Reed made a motion to approve the recommendations, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:26 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: October 24, 2023

Subject: Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: October 24, 2023

Subject: Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Memorial Hospital Authority declaring 8800 – 8832 SE 29th Street (a/k/a +/- 12.85 acres located in the Northeast Quarter of Section 14, Township 11 North, Range 2 West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma) as surplus; and amending and/or approving that certain “Option to Purchase”, by and Between the Midwest City Memorial Hospital Authority and Sooner Investment Group, Inc. (the “Option to Purchase”); Authorizing and directing execution and delivery of the Option to Purchase; and containing other provisions relating thereto. (Economic Development – R. Coleman)

Sooner Investment Group, Inc. (“Sooner”) has a long history of successful economic development projects in the Oklahoma City metro including the Sooner Rose Shopping & Entertainment Center and Sooner Town Centre Projects in Midwest City. Sooner has several clients that have no interest in other existing sites and, instead, would like to be near the corner of SE 29th Street and S Douglas Boulevard in the Interstate 40 corridor. Sooner proposes building a small shopping center on the subject site to facilitate these prospective tenants.

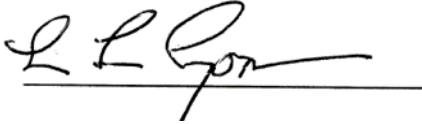
The subject site was originally acquired by the Authority as the potential location for a small entertainment complex to be anchored by a movie theater. It was no longer needed after the Warren Theatre and Andy’s Altitude 1291 were integrated into the Sooner Rose Shopping & Entertainment Center development. The Authority currently has approximately \$4.74 million invested in the property, which has an appraised value of approximately \$5.5 million.

The property lacks some utilities, is a patchwork of zoning districts, and was the site of some industrial uses that cause pause for concern. Staff is working with Sooner to overcome these challenges as we move forward.

Sooner must be able to convey its ability to purchase the property as it prospects for acceptable tenants. The attached Purchase Option Agreement meets that purpose.

Please direct any question to Economic Development Director Robert Coleman at (405) 739-1218.

Respectfully,

A handwritten signature in black ink, appearing to read "Tim Lyon", is written over a horizontal line.

Tim Lyon
General Manager/Administrator

Attachment: Resolution _____
Purchase Option Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY DECLARING 8800 – 8832 SE 29TH STREET (A/K/A +/- 12.85 ACRES LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN) AS SURPLUS; APPROVING THAT CERTAIN “PURCHASE OPTION AGREEMENT”, BY AND BETWEEN THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AND SOONER INVESTMENT GROUP, INC; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Midwest City Memorial Hospital Authority, an Oklahoma public trust (hereinafter, the “Authority”), in its effort to create jobs and to expand local economic development opportunities previously acquired certain personal property for the purpose of developing the Interstate 40 corridor,

WHEREAS, Sooner Investment Group, Inc., an Oklahoma corporation (hereinafter, the “Company”), intends to develop, construct, and operate a modern, first-class retail shopping center in Midwest City, Oklahoma (hereinafter, the “Center”), and to create between new jobs within the Center as it assists in expanding the local tax base (hereinafter, the “Project”); and

WHEREAS, in exchange for the Company’s agreement to undertake the Project, the Midwest City Memorial Hospital Authority, an Oklahoma public trust (hereinafter, the “Authority”), agrees to sell land owned by the Authority in the Northeast Corner of Section 14, Township 11 North, Range 2 West (and described on Exhibit ‘A’) to the Company, pursuant to the terms and conditions of that certain “Purchase Option Agreement”, by and between the Authority and the Company (hereinafter, the “Agreement”); and

WHEREAS, the Trustees of the Midwest City Memorial Hospital Authority have determined that it is in the best interests of the residents of Midwest City, Oklahoma that the Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, AS FOLLOWS:

SECTION 1. Declaring the Property as Surplus. The Trustees of the Midwest City Memorial Hospital Authority hereby declare 8800 – 8832 SE 29th Street (a/k/a +/- 12.85 acres located in the Northeast Quarter of Section 14, Township 11 North, Range 2 West of the Indian Meridian, as surplus.

SECTION 2. Approving the Terms and Conditions of the Agreement. The Trustees of the Midwest City Memorial Hospital Authority hereby approve the Agreement, dated as of its date of execution, by and between the Authority and the Company, in substantially the form submitted at this meeting, and which shall serve as the basis of future Real Estate and Economic Development agreements.

SECTION 3. Authorizing and Directing the Negotiation and Delivery of the Real Estate Agreement and Economic Development Agreement and All Related Instruments. The General Manager/Administrator is hereby authorized and directed to negotiate the Real Estate Agreement and

Economic Development Agreement and any other such instruments as may be necessary or appropriate in order to effectuate the delivery of same.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Memorial Authority this ____ day of October, 2023.

MIDWEST CITY MEMORIAL
HOSPITAL AUTHORITY

Matthew D. Dukes II, Chairman

ATTEST:

Sara Hancock, City Secretary

APPROVED as to form and legality this ____ day of October, 2023.

Don Maisch, Counselor

EXHIBIT A

Legal Description of Surplus Property at 8800 – 8832 SE 29th ST

Approximately 12.85 acres MOL located in the Northeast Quarter of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and more particularly described as follows:

Tract 1:

Parcel # R143841405

A tract of land being a part of Lot One (1) and all of Lots Nineteen (19) through Twenty-three (23), both inclusive, in Block One (1), all of Lots One (1) through Seven (7), both inclusive, in Block Two (2), and that part of Morgan Place adjoining the aforesaid Lots, DOUGLAS HEIGHTS ADDITION, to Oklahoma County, Oklahoma, recorded in Book 26 of Plats, Page 77, now vacated in ORDER by the District Court of Oklahoma County as Case No. CJ-98-4164-65 and recorded in Book 11916, Page 910, also lying in the Northeast Quarter (NE/4) of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, and being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter (NE/4) of Section 14, Township 11 North, Range 2 West of the Indian Meridian;

Thence South 89°34'58" West, along the North line of said NE/4, a distance of 411.75 feet;

Thence South 00°11'53" East a distance of 60.00 feet to a point on the South right-of-way line of S.E. 29th Street and a point on the North line of said vacated Lot 1, Block 1 and the POINT OF BEGINNING;

Thence continuing South 00°11'53" East, parallel with the East line of said Lot 1, a distance of 217.00 feet to a point on the South line of said Lot 1, said point also being on the North line of said vacated Lot 23;

Thence North 89°34'58" East, along the North line of said vacated Lot 23, a distance of 158.00 feet to the Northeast corner of said vacated Lot 23;

Thence South 00°11'53" East, along the East line of said vacated Lots 23, 22, 21, 20 and 19, a distance of 385.00 feet to the Southeast corner of said vacated Lot 19;

Thence South 89°34'58" West, along the South line of said vacated Lot 19, a distance of 218.75 feet to a point on the centerline of vacated Morgan Place;

Thence South 00°11'53" East, along the centerline of vacated Morgan Place, a distance of 65.00 feet to a point on the South line of Lot 7, Block 2, as extended;

Thence South 89°34'58" West, along the extended South line of vacated Lot 7, a distance of 185.00 feet to the Southwest corner of said vacated Lot 7;

Thence North 00°11'53" West, along the West line of vacated Lots 7, 6, 5, 4, 3 and 1, Block 2, a distance of 667.00 feet to the Northwest corner of said vacated Lot 1 and a point on the South right-of-way line of S.E. 29th Street;

Thence North 89°34'58" East, along said South right-of-way line and the North line of vacated Lots 1 and 2, Block 2, a distance of 245.75 feet to the POINT OF BEGINNING.

Tract 2:

Parcel # R151401025

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9), in GILKISON ADDITION, to Oklahoma County, Oklahoma, according to the recorded plat thereof.

Tract 3:

Parcel # R151401005

Lot One (1), of GILKISON ADDITION, in Oklahoma County, Oklahoma, according to the recorded plat thereof.

Tract 4:

Parcel # R151401015

Lot Two (2), of GILKISON ADDITION, in Oklahoma County, Oklahoma, according to the recorded plat thereof.

Tract 5:

Parcel # R156701500

The South Half (S/2) of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, EXCEPT a strip of land described as follows:

BEGINNING at a point 25 feet North of the South line and 28.5 feet East of the West line of said Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4);

THENCE North on a line parallel to and 28.5 feet East of the said West line a distance of 149.4 feet;

THENCE South 68°27' East a distance of 408.8 feet to a point 25 feet North of the South line and 409 feet East of the West line of said Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4);

THENCE West on a line parallel to and 25 feet North of said South line a distance of 380.5 feet to the Point of Beginning.

PURCHASE OPTION AGREEMENT

This agreement dated the 24th day of October, 2023, is by and between the Midwest City Memorial Hospital Authority, an Oklahoma public trust (herein after referred to as “Seller”), City of Midwest City (herein after referred to as “City”), and Sooner Investment Group, Inc., an Oklahoma Corporation (herein after referred to as “Buyer”), jointly referred to as “Parties”.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants to Buyer an exclusive option to purchase ± 12.85 acres of real property located at 8800 – 8832 Southeast 29th Street, Midwest City, Oklahoma, more accurately described in the attached Exhibit A. (herein after referred to as the “Property”) strictly according to the terms and conditions contained herein (herein after referred to as the “Option to Purchase Agreement”).

1. **TERM OF OPTION.** This option to purchase shall commence on the 25th day of October, 2023 and shall expire at 12 o'clock midnight on the 1st day of January 2025.
2. **EXCLUSIVITY OF OPTION.** This option to purchase is exclusive and non-assignable. Any attempted assignment, delegation, transfer or conveyance of this option to purchase without the Seller’s express written permission is void.
3. **NOTICE REQUIRED TO EXERCISE OPTION.** Buyer may only exercise this option to purchase by delivering written notice of intent to purchase to Seller. Such notice must specify a closing date to occur prior to the original Termination Date set forth in the option expiration date set forth in paragraph 1 herein above, whichever is later in time.
4. **REQUIREMENTS OF BUYER PRIOR TO THE TERMINATION DATE.**
 - a. The Buyer shall obtain three (3) executed leases or purchase agreements with reputable prospective tenants or buyers in accordance with the Authority’s directives, which shall include at least two (2) retailers and one (1) full-service, “sit down” restaurant.
 - b. Buyer shall create and present detailed preliminary plans and designs for developing the Property into a Class A commercial real estate development as approved by the Authority.
5. **CLOSING AND SETTLEMENT.** Closing and settlement shall be at a title company designated by the Seller. Seller shall be responsible for its own legal fees, but all other closing shall be the sole responsibility of the Buyer. **IT IS THE BUYER’S SOLE RESPONSIBILITY TO ARRANGE FINANCING FOR THE TRANSACTIONS. SELLER HAS MADE NO REPRESENTATIONS TO BUYER REGARDING THE AVAILABILITY OF FINANCING OF BUYER’S ABILITY TO QUALIFY FOR FINANCING.**

6. **REAL ESTATE AND ECONOMIC DEVELOPMENT AGREEMENTS.** The Parties hereby agree to enter into additional real estate and economic development agreements as necessary. Said Property will be contributed to the Buyer in accordance with a future economic development project by and between the Buyer and the Seller, which will result in measurable increases to the local economy through additional employment and the expansion of the local tax base. As part of the future Real Estate Agreement, the Seller will guarantee all utility services will be at the Property Line on or before the closing date. In addition, Seller agrees to work with the Buyer in providing existing information relative to due diligence, including and zoning and/or environmental concerns.
7. **REMEDIES UPON DEFAULT.** In the event of any such default by Buyer of this Option to Purchase Agreement, Seller shall have the option to terminate this Option to Purchase Agreement and all rights hereunder by giving written notice of termination.
8. **COMMISSIONS.** There will be no real estate commissions paid as a result of this transaction.
9. **MODIFICATION.** Any modification or amendment of any portion of this Option to Purchase Agreement must be made in writing signed by both parties.
10. **REFERENCES IN WORDING.** Plural references made to the parties involved in this Option to Purchase Agreement may also be singular, and single references may be plural. These references may also apply to Seller and Buyer heirs, executors, administrators, successors as the case may be.
11. **TIME OF PERFORMANCE.** Time is of the essence in this Option to Purchase Agreement.
12. **ENTIRE AGREEMENT.** As written, this Option to Purchase Agreement constitutes the final, entire agreement between the Buyer and Seller. They have made no further promises of any kind to one another, nor have they reached any other understandings, either written or oral.
13. **FINANCING DISCLAIMER.** The parties to this Option to Purchase Agreement acknowledge that speculation of availability of financing or assumption of existing loans towards the purchase of this property is impossible to predict. Therefore the parties agree that these items shall not be a condition of performance of this Option to Purchase Agreement, and the parties agree they have not relied upon any representation or warranties by either parties.
14. **ACKNOWLEDGMENT.** The undersigned Buyer hereby acknowledge that they have read this Option to Purchase Agreement, understand it, agree to it and have been given an executed copy. This Option to Purchase Agreement is not to be recorded in the property records unless express permission is granted by the Seller. Buyer was advised, and had opportunity to, seek advice of legal, tax, technical expertise professionals of

their own selection and any other counsel of their choosing concerning this contract prior to signing.

15. **CHOICE OF LAW AND VENUE.** This Option to Purchase Agreement shall be construed according to the laws of the State of Oklahoma and is executed in Oklahoma County, Oklahoma. All parties agree that the venue for any dispute regarding this Option to Purchase Agreement shall be Oklahoma County, Oklahoma.

As to Seller _____ day of _____, 20____.

SELLER:

Sign: _____
CHAIRMAN, MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Print: _____ Date: _____

As to Buyer/Tenant, this _____ day of _____, 20____.

BUYER:

Sign: _____
PRESIDENT, SOONER INVESTMENT GROUP, INC.

Print: _____ Date: _____

EXHIBIT "A"

Tract 1:

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NEW BUSINESS/
PUBLIC DISCUSSION





ECONOMIC DEVELOPMENT COMMISSION AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

October 24, 2023 – 6:03 PM

Presiding members: Chairman Matthew Dukes

Commissioner Susan Eads

Commissioner Pat Byrne

Commissioner Rick Dawkins

Commissioner Sean Reed

Commissioner Sara Bana

Commissioner Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Attorney Don Maisch

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.