



MIDWEST CITY

MEETING AGENDAS FOR

July 09, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City Manager's Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours at www.youtube@midwestcityok.org.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.



The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

July 09, 2019 – 6:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Councilmember Allen
- Community-related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration of approving the minutes of the June 25, 2019, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of entering into a professional service agreement with the City of Oklahoma City (OKC), which operates its own Occupational Health Clinic, to provide pre-employment Police and Fire physical examinations for the 2019/2020 Fiscal Year. Each examination will be provided at a base cost of \$450.00 per exam, any additional X-rays will be charged to Midwest City at cost of service plus a 10% administration fee; any additional examinations or reviews of records not included in the base exam will be charged at the rate of \$50.00 per exam or review. (Human Resources - C. Wilson)
3. Discussion and consideration of approving and entering into a contract for FY 2019-20 in the amount of \$171,299 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City. (Grants Management - T. Craft)
4. Discussion and consideration of approving and entering into a primary service answering point agreement with Alliance Health Midwest to provide dispatching services for Alliance health Ambulance Service from July 1, 2019 to June 30, 2020 for \$220,774.80 per year. (Emergency Management - M. Bower)
5. Discussion and consideration of 1) acceptance of the 2019-20 Oklahoma County Emergency Utility Assistance grant in an amount not to exceed \$12,000 for the implementation of an Emergency Utility Assistance Program; 2) approving and entering into a contract with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grant; and 3) authorizing the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant. (Grants Management - T. Craft)
6. Discussion and consideration of entering into an agreement with the Safe Haven Clinic (Spencer and Oklahoma City locations) to perform veterinary services associated with the Adopt-A-Pet program and additional services on an as-needed basis as determined by the City of Midwest City for fiscal year 2019-2020. (Police - B. Clables)

7. Discussion and consideration of awarding a bid and entering into a contract for the first round of Moving Midwest City Forward 2018 G.O. bond P.C. concrete street paving projects to Parathon Construction Co., for a total amount of \$2,825,560.00. (City Manager - V. Sullivan)
8. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$110,900.00 with C. H. Guernsey & Company (Guernsey) for site planning and civil engineering services related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City.
9. Discussion and consideration of renewing a contract, with modifications, for FY 2019-2020 Public Works General and Emergency Services with Silver Star Construction Company in the budgeted amount of \$281,077.50. (Public Works - V. Sullivan)
10. Discussion and consideration of awarding a bid for the first round of Moving Midwest City Forward 2018 G.O. bond asphalt street paving projects to A-Tech Paving Co., for a total amount of \$2,488,907.25. (City Manager - V. Sullivan)
11. Discussion and consideration of accepting maintenance bonds from M & M Ditching, Inc. in the amount of \$11,934.20 and \$12,897.50, respectively. Discussion and consideration of accepting maintenance bonds from First Water Contracting, L.L.C. in the amount of \$6,117.60 and \$25,926.83, respectively. (Community Development - P. Menefee)
12. Discussion and consideration of declaring 27 used fire mattresses surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (Fire Department - B. Norton)
13. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Information Technology - R. Rushing)

D. DISCUSSION ITEMS.

1. (PC-1995) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to O-2, General Office, for the property described as a part of Lot 1 of Block 2 of the Friendly Acres Addition, addressed as 11126 E. Reno Avenue. (Community Development - B. Harless)
2. Discussion and consideration of approving an Agreement to pay Midwest City's share of Central Oklahoma Master Conservancy District (COMCD) financing with Oklahoma Water Resources Board to pay for infrastructure repairs as set out within the three member cities' contracts with the COMCD, with Midwest City's portion being 40.4%, or approximately \$2,713,847.00. (City Attorney H. Poole)

- E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council 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 Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.

- F. FURTHER INFORMATION.
 - 1. Agenda of the June 19, 2019 RTA Board of Directors Meeting. (Community Development -B. Harless)

- G. 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

June 25, 2019 – 6:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:03 PM with the following members present: Councilmembers Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Susan Eads.

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Reed. Council and Staff made community-related announcements. Mayor Dukes presented a proclamation to retiree Linda Burnham.

CONSENT AGENDA. Allen made a motion to approve the consent agenda, as submitted, except for item 35, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.

1. Discussion and consideration of approving the minutes of the June 11, 2019, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: General Gov't Sales Tax Fund, revenue/ Transfers In (09) \$14,463; expenses /Street (09) \$14,463. 2018 Election G.O. Bond Fund, revenue/Intergovernmental (47) \$5,050,000; expenses/Golf (47) \$5,050,000; revenue/Intergovernmental (06) \$5,690,000; expenses /Park & Rec (06) \$5,690,000; revenue/Intergovernmental (64) \$955,000; expenses /Fire (64) \$955,000. General Fund, revenue/Taxes (00) \$482,500; expenses/Transfers Out (00) \$482,500. General Gov't Sales Tax Fund, expenses/City Manager (01) \$5,000. Public Works Fund, expenses/Public Works (30) \$3,000. Sales Tax Capital Improvement Fund, revenue/Taxes (00) \$222,000; expenses/Transfers Out (00) \$222,000. L&H Fund, expenses/Personnel (03) \$500,000. Hotel Motel Fund, revenue/Taxes (00) \$60,000; expenses/Economic (87) \$60,000.
3. Discussion and consideration of accepting the City Manager's Report for the month of May 2019.
4. Discussion and consideration of approving and entering into a contract for fiscal year 2019-20 with Gano Coleman, CPA, PLLC, an Oklahoma Tax Commission approved auditor, at the rate of \$90 per hour for sales tax audits for one taxing jurisdiction or \$70 per hour for sales tax audits for two or more taxing jurisdictions.
5. Discussion and consideration of passing and approving a resolution to update a list of eligible broker/dealers for use by the City Treasurer to purchase pooled cash investments in accordance with the City's approved investment policy.
6. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan and action as deemed necessary by the Council to maintain the plan.

7. Discussion and consideration of approving recommendations from the Deferred Compensation Advisory Committee (DCAC) to remove under-performing funds from the 457 Deferred Compensation Plan and replace them with higher performing funds that will give the participants greater returns on their investments; and approving the amendment of the annual asset charge being reduced to 0.26%.
8. Discussion and consideration of renewing the Consulting Agreement with Gallagher Benefit Services Inc. in the amount of \$55,560 to include the coordination and management of the Health and Dental Benefit services, serving as the liaison with Empyrean to provide an electronic platform for streamlining benefit enrollments and information, and for the coordination and management of the Section 125 Flexible Spending Plan (Cafeteria Plan) with Discovery Benefits for the 2019-20 Benefit Plan fiscal year.
9. Discussion and consideration of entering into a Service Exchange Agreement between American Fidelity Assurance Company and the City of Midwest City in the amount \$0.00; per the exchange agreement American Fidelity will provide Administrative Services for the Section 125 Flex Spending Accounts (FSA) and Consulting Services on the City's Basic Life and Optional insurance products; in exchange the City of Midwest City will allow American Fidelity General Agency (a wholly-owned subsidiary of American Fidelity) to serve as Customer's Agent of Record with its current supplemental insurance, and to work with American Fidelity on a mutually agreeable time-frame and opportunity to offer similar coverage(s) and/or other supportive coverage(s); and give American Fidelity the opportunity to offer insurance products to all eligible employees in a mutually agreeable manner.
10. Discussion and consideration of renewing the agreement with Shape Fitness, LLC to provide the employees of the City of Midwest City a discounted corporate membership rate of \$18.00 per person per month; and the City paying the \$20.00 fee per enrolled employee for the required access card.
11. Discussion and consideration to approve a resolution canvassing returns of the June 11, 2019 Special Election held in the City of Midwest City, Oklahoma, on Ordinance 3368, granting to Oklahoma Natural Gas Company a franchise for a period of twenty-five years, and declaring the approval of the franchise.
12. Discussion and consideration approving the resolution to execute the agreement establishing the Oklahoma Municipal Assurance Group (OMAG) to provide a basis for securing protection, benefits and indemnification relating to insurance or self-insurance for general and automobile liability, workers' compensation, municipal property and contents, and other insurance coverage for Midwest City and its employees.
13. Discussion and consideration of renewing the excess workers compensation agreement with Midwest Employers for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2019-2020 fiscal year at an annual cost of \$217,990 for self-insured retention of \$500,000 per claim for police and fire employees and \$450,000 per claim for all other employees.

14. Discussion and consideration of binding excess general liability insurance coverage with States Self-Insurers Risk Retention Group, Inc. for the City of Midwest City's General Liability Self-Insurance Plan for the fiscal year 2019-20 at an annual cost of \$93,731 for a self-insured retention of \$250,000 per occurrence.
15. Discussion and consideration of approving the renewal of insurance policies with Oklahoma Municipal Assurance Group (OMAG) for fiscal year 2019-20 for the Property Insurance Policy with no deductible, including wind and hail for the premium rate of \$290,825; and the Vehicle and Equipment Policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability for at a premium rate of \$132,854.
16. Discussion and consideration of approving and entering into a Cooperative Agreement with the Midwest City Chamber of Commerce that governs the terms and conditions under which that organization will receive up to \$5,000 from the City for the 2019 Youth Excel program.
17. Discussion and consideration of renewing the following contracts, without modifications, for FY 19-20: Office Supply Contract with Staples, Inc.; the utility bill production agreement with Dataprose, LLC, and Connect + Series mail machine lease from Pitney Bowes in the amount of \$248.55 per month.
18. Discussion and consideration of approving and entering into a Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. hereafter called "CAA" for FY 19-20.
19. Discussion and consideration of accepting the Monthly Neighborhood Services report for May 2019.
20. Discussion and consideration of renewing the Lease and Operating Agreement with Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. for use of the Steed Head Start Center facility located at 2118 Flannery Drive for FY 19-20.
21. Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. for use of the Dana Brown Cooper Head Start Center facility located at 9300 N.E. 10th Street for FY 19-20.
22. Discussion and consideration of approving a Memorandum of Understanding with Rose State College to participate in the Small Business Development Center Consortium for the period of July 1, 2019 to June 30, 2020; and selection of Robert Coleman, Director of Economic Development, to serve as the City of Midwest City representative on the on the Rose State College SBDC Consortium.
23. Discussion and consideration of approving and entering into an agreement with the Oklahoma County Board of County Commissioners to establish the terms and conditions under which the City will participate in a standard services contract to provide access to criminal justice and law enforcement data via "portal" account for FY 19-20.

24. Discussion and consideration of renewing for fiscal year 2019-20 the contracts with: Azteca Systems in the amount of \$74,000.00 for Cityworks software; Cimarron Construction in the amount of \$416,886.00 for I-40/Sooner water line relocation; CK Utility Construction for \$414,514.00 for NE 23rd waterline extension SCIP to Spencer Road; Crafton, Tull, & Associates in the amount of \$261,800.00 for engineering services for SE 29th from Midwest Boulevard to Douglas reconstruction; Crafton, Tull, & Associates in the amount of \$26,500.00 for FEMA flood study-Soldier Creek and SE 29th; ESRI in the amount of \$50,000 for year 2 of licenses; Guy Engineering in the amount of \$28,820.00 for Reno bridge work, Federal aid project; Jacobs Engineering in the amount of \$80,500.00 for pedestrian signal project; Lee Engineering in the amount of \$30,700.00 for work on traffic signals at Orchard and Douglas and Air Depot and the Railroad Crossing; ODOT in the amount of \$34,316.20 for the City's share of construction plans for the Palmer Loop Trail and Mid-America Park Trail; One Source/Xerox to lease a Xerox Altalink C8045 Multifunctional copier at \$99.21 per month, inclusive of maintenance, per copy cost of \$0.00650 per black and white image and \$0.043 per color image; Parathon Construction in the amount of \$154,317.25 for Woodman Drive cul-de- sac phase 4; Phoenix Construction Disaster in the amount \$101,900.00 for ADA Restrooms remodel; SMC Utility Construction in the amount of \$423,744.00 for SE 29th waterline extension Oak to Post; Streets LLC, \$87,623.00 for chiller replacement; TAP Architecture in the amount of \$38,190.84 for design, engineering, and construction administration services regarding I-40 beautification.
25. Discussion and consideration of approving and renewing the fire department copier lease and maintenance agreements for fiscal year 2018-19 with Oklahoma Copier Solutions at a rate of \$0.009 per black and white copy and \$0.0525 per color copy and a monthly lease rate of \$97.00 for one (1) Sharp MX-3050.
26. Discussion and consideration of renewing for fiscal year 2019-2020 the maintenance agreements with ImageNet Consulting in an amount not to exceed \$42,465.80 for Laserfiche maintenance; Tyler Technologies in an amount not to exceed \$145,000.00 for software maintenance in connection with the Police, 911 and Court; Central Square in an amount not to exceed \$142,000.00 for hosted Naviline services for the City.
27. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Soccer Club for services in support of the soccer program at the Soccer Complex for FY 2019-20.
28. Discussion and consideration of awarding a bid and entering into a contract for FY 2019/2020 to purchase Portland cement from Dolese Bros. Co. cement in the amounts of \$106.00 per cubic yard, with 2% calcium \$112.50 per cubic yard and 3500lb Portland cement in the amounts of \$112.00 per cubic yard, with 2% calcium \$119.00 per cubic yard.
29. Discussion and consideration of approving and entering into a contract for fiscal year 2019 – 2020 between the Parks and Recreation Department and Vann & Associates for marketing and public relations services in the amount of \$1,650.00 per month.
30. Discussion and consideration of approving and entering into a contract for FY 19-20 Convention and Visitors Bureau (CVB) marketing and public relations services with Vann and Associates, in the amount of \$1,000.00 per month.

31. Discussion and consideration of entering into a contract to distribute the Midwest City Visitors Guide by mail through the Oklahoma Tourism and Recreation Commission in the amount of \$1.16 per mailing. June 25, 2019 City Council Minutes 5 Consent agenda continued.
32. Discussion and consideration of renewing contracts for FY 19-20 with Midstate Traffic Control, Inc. for traffic signal maintenance and Unifirst Holdings, Inc. for uniforms.
33. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.
34. Discussion and consideration of declaring fifty eight (58) Midwest City PD department owned firearms as surplus and authorizing their disposal by trade-in for the purchase of new Glock 9 mm with GT Distributors, Austin, TX.
35. **Discussion and consideration of renewing a contract, with modifications, for FY2019-2020 Public Works General and Emergency Services with Silver Star Construction Company in the budgeted amount of \$281,077.50.** No action taken.
36. Discussion and consideration of awarding the bid to BMW of Oklahoma City for (1) one or more new 2019 Police Service Motorcycles at a unit price of \$25,935.95.

DISCUSSION ITEMS.

1. **(PC-1997) Public hearing with discussion and consideration of an ordinance to redistrict from C-1, Restricted Commercial to C-3, Community Commercial, for the property described as a part the SE/4 of Section 1, T11N, R2W, addressed as 9925 SE 15th Street.** After Council and Staff discussion, Reed made a motion to approve the ordinance, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
2. **(PC – 1998) Discussion and consideration of approval of the proposed preliminary plat of The Eulene, described as a part of the SW/4 of Section 36, T12N, R2W, addressed as 329 King Avenue.** Applicant Stacy Dean of 1439 Emma Drive addressed the council. Council and staff discussed plat. Bowen made a motion to approve the plat, seconded by Moore. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: Reed. Absent: Eads. Motion carried.
3. **(PC –1999) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the property described as a part of the SE/4 of Section 4 T11N, R2W, located at 6805 SE 15th Street.** Byrne made a motion to approve the resolution, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: None. Absent: Eads. Motion carried.
4. **(PC – 2000) Discussion and consideration of approval of the proposed preliminary plat of Pieper Addition, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2750 Hand Road.** Byrne made a motion to approve the resolution, seconded by Bowen. Voting aye: Byrne, Bowen, Allen, Moore and Mayor Dukes. Nay: Reed. Absent: Eads. Motion carried.

5. **(PC – 2001) Discussion and consideration of approval of the Final Plat of Oakes Crossing, described as a part of the SW/4 of Section 31, T12N, R1W, addressed as 10225 E. Reno Avenue.** Byrne made a motion to approve the plat, seconded by Moore. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: None. Absent: Eads. Motion carried.
6. **Discussion and consideration of approving the three percent cost of living increase for all part- time and full-time employees effective July 1, 2019.** Reed made a motion to approve the COLA, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: None. Absent: Eads. Motion carried.
7. **Public Hearing with discussion and consideration to approve an ordinance, closing a firelane easement across 1103 S Air Depot Boulevard shown as Lot 1, Block 6 of the re-plat of Blocks 1 and 2 of the re-plat of Bill Atkinson's Ranchets and lying in the Southeast Quarter (SE/4) of Section 4, Township 11 North Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, and providing for repealer and severability.** Byrne made a motion to approve the ordinance, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: None. Absent: Eads. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Thomas Owen, 2315 Shell Drive spoke to Council.

Motion was made by Byrne to take a recess at 6:47PM, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: None. Absent: Eads. Motion carried. Returned to Council meeting at 6:58PM.

EXECUTIVE SESSION.

1. Discussion and consideration of entering into executive session as allowed under 25 O.S. Section 307(B)(4) to discuss pending litigation.

At 6:59PM, Reed made a motion to enter into executive session, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: None. Absent: Eads. Motion carried.

At 7:28 PM, Reed made a motion to return to open session and take no action, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: None. Absent: Eads. Motion carried.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 7:28 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

Date: July 9, 2019
To: Honorable Mayor and Council
From: Catherine Wilson, HR Director

Re: Discussion and consideration of entering into a professional service agreement with the City of Oklahoma City (OKC), which operates its own Occupational Health Clinic, to provide pre-employment Police and Fire physical examinations for the 2019/2020 Fiscal Year. Each examination will be provided at a base cost of \$450.00 per exam; any additional X-rays will be charged to Midwest City at cost of service plus a 10% administration fee; any additional examinations or reviews of records not included in the base exam will be charged at the rate of \$50.00 per exam or review.

Attached is a copy of the professional services agreement with OKC which runs its own Occupational Health Clinic. Recently the City of Midwest City has found it difficult to find a provider for these services. In most cases the providers cannot do all of the base elements of the Police and Fire physical examinations and have to outsource one or more of the required elements causing the candidate to have to travel to several locations to complete the full examination. The providers not having enough openings to schedule the exams in a timely manner to meet other deadlines involved in hiring for Police and Fire has also been a problem.

By entering into this agreement with OKC our candidates will receive the physical examination in one location, and we will be paying less for the base examination as we are currently paying \$475.00 per examination.

Staff recommends approval.

Sincerely,

Catherine Wilson, MPA.
HR Director

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT to perform pre-employment physical examinations on City of Midwest City Police and Fire recruits is made and entered into this ____ day of _____, 2019, by and between the City of Oklahoma City, Oklahoma (“City”) and the City of Midwest City, Oklahoma (“MWC”).

WITNESSETH:

WHEREAS, the City operates an Occupational Health Clinic (“Clinic”), which is responsible for performing pre-employment physical examinations, including pre-employment physical examinations for Oklahoma City’s fire and police recruits; and

WHEREAS, the Clinic is staffed and managed by a physician assistant licensed under the provisions of the Oklahoma Physician Assistant Act, 59 Okla.Stat. §§ 519.1, *et seq.*, and whose professional services are supervised by an individual holding a license as a physician from the State Board of Medical Licensure and Supervision or the State Board of Osteopathic Examiners, as provided through an agreement between City, and the SSM Health Care of Oklahoma, Inc., owning and operating St. Anthony Hospital (“Hospital”), which agreement provides certain medical and workers’ compensation related services, including facilities, equipment, supplies, nursing and clerical labor, and the medical supervision necessary for the operation of the City’s Clinic, and which also provides laboratory and collection services necessary for the City’s drug testing policies; and

WHEREAS, the City’s Clinic has for many years performed pre-employment physical examinations on Oklahoma City employees, including firefighter recruits and police recruits in accordance with the administrative rules established by the Oklahoma Firefighters Pension and Retirement Board and the Oklahoma Police Pension and Retirement Board; and

WHEREAS, the provisions of 11 Okla.Stat. § 49-116 requires that any candidate for the position of a paid firefighter, before entering the employment of a municipality as a paid firefighter, must successfully complete a physical examination in accordance with the administrative rules promulgated by the State Board in Title 270, Chapter 10 of the Oklahoma Administrative Code, in order to participate in the Oklahoma Firefighter Pension and Retirement System; and

WHEREAS, the provisions of 11 Okla.Stat. § 50-112 requires that any candidate for the position of a paid police officer, before entering the employment of a municipality as a paid police officer, must successfully complete a physical examination in accordance with the administrative rules promulgated by the State Board in Title 550, Chapter 10 of the Oklahoma Administrative Code, in order to participate in the Oklahoma Police Pension and Retirement System; and

WHEREAS, the post-offer-pre-employment physical examination is used by MWC and the State Board to determine if the recruit candidate meets the minimum medical

requirements for entrance into either the Oklahoma Police Pension and Retirement System or the Oklahoma Firefighter Pension and Retirement System, and to determine to the extent possible, the existence of pre-existing medical conditions and to determine if reasonable accommodations can be made in order for the candidate to perform required job functions; and

WHEREAS, Midwest City has requested the services provided by the City of Oklahoma City's Occupational Health Clinic to perform post-offer-pre-employment physical examinations on MWC police and firefighter recruits who are candidates for full-time employment with Midwest City; and

WHEREAS, the City of Oklahoma City desires to provide the services provided by the City's Occupational Health Clinic to Midwest City; and

WHEREAS, the City's Occupational Health Clinic will provide post-offer-pre-employment physical examinations on MWC police and firefighter recruits using the standards set forth in set forth in Title 270, Chapter 10 or Title 550, Chapter 10 of the Oklahoma Administrative Code, depending on the position being sought, and will report the results of the examination directly to the designated agent(s) of MWC, using the required forms of the Oklahoma Police Pension and Retirement System or the Oklahoma Firefighter Pension and Retirement System (the forms will be provided by MWC to Clinic); and

WHEREAS, in accordance with the terms of the Agreement, the Oklahoma City Occupational Health Clinic will only maintain in accordance with the City's Record Retention Policies, as amended from time to time, records reflecting the name of the candidate, the date of the examination and the result of the examination; all other documents and records shall be the responsibility of MWC; and

WHEREAS, it will be the sole responsibility of MWC to forward the post-offer-pre-employment physical results to the Oklahoma Police Pension and Retirement System or the Oklahoma Firefighter Pension and Retirement System; and

WHEREAS, the City and MWC mutually desire to enter into an Agreement which provides that the City of Oklahoma City's Occupational Health Clinic will perform post-offer-pre-employment physical examinations on MWC police and firefighter recruits pursuant to the administrative rules of the Oklahoma Police Pension and Retirement System or the Oklahoma Firefighter Pension and Retirement System.

ARTICLE I

COMMENCEMENT AND TERMINATION

1. This Agreement shall become effective on July 1, 2019 and shall remain in full force and effect for a term ending on 12:00 midnight on June 30, 2020.
2. This Agreement may be terminated before the end of the term:

- a. by mutual written consent of the parties;
 - b. or by either party for any reason whatsoever by providing thirty (30) days written notice to the other party prior to termination of this Agreement;
 - c. by failure either party to perform the services or requirements set forth herein;
 - d. by any situation which creates an impossibility of either party to carry out the objectives of this Agreement.
3. The parties agree that termination of this Agreement shall not affect otherwise valid and allowable obligations incurred, in good faith, prior to receipt of a notice to terminate the Agreement.
 4. This Agreement shall be considered renewable for an additional one (1) year term beginning July 1, 2020 and ending June 30, 2021 under the same terms and conditions of this Agreement, unless otherwise amended by written agreement by the parties hereto. Any such renewal of the Agreement is subject to approval by both parties.

ARTICLE II
SCOPE OF SERVICES TO BE PROVIDED BY OCCUPATIONAL HEALTH
CLINIC

1. The Clinic agrees to provide the following services:
 - a. perform basic post-offer-pre-employment physical examinations on MWC recruits in accordance with the Oklahoma Police Pension and Retirement System administrative rules as set forth in Title 550, Chapter 10 of the Oklahoma Administrative Code or the Oklahoma Firefighter Pension and Retirement System administrative rules as set forth in Title 270, Chapter 10 of the Oklahoma Administrative Code; and
 - b. perform any additional medical services, including examinations, x-rays, blood work, etc., as permitted by the City of Oklahoma City's Occupational Health Clinic under the Agreement between the parties at the request of MWC for an additional cost. The costs for such additional services is described in Section III below; and
 - c. complete all reports, forms, and other paperwork required by the Oklahoma Police Pension and Retirement System or the Oklahoma Firefighter Pension and Retirement System and submit such reports, forms or paperwork directly to MWC.

2. The Clinic will work with MWC to timely schedule and complete the post-offer-pre-employment physical examinations of MWC recruits to meet any State Board deadlines related to the current recruit class and will perform those examinations in accordance with the requirements of the State Board.
3. The Clinic will provide completed forms of the physical examination results to the designated agent/representatives of MWC within five (5) days from the date upon which the results of all required test have been returned/reported to the Clinic.
4. The Clinic's professional staff will utilize the reasonable standard of care, skill, diligence and professional competence normally employed by professionals performing same or similar services.
5. Any and all medical documentation and completed forms, reports, or other paperwork will be provided directly to MWC for its submission to the Oklahoma Police Pension and Retirement System or the Oklahoma Firefighter Pension and Retirement System. The City of Oklahoma City Occupational Health Clinic will not be responsible for providing any medical documentation to the Oklahoma Police Pension and Retirement System or the Oklahoma Firefighter Pension and Retirement System on behalf of Midwest City.
6. Prior to the physical examination the Clinic will obtain a signed release from the recruit/candidate using the "Consent to Release Medical Information" form attached hereto. The Release will cover all examinations, medical test, and supplemental examinations and medical test required by MWC under this Agreement.

ARTICLE III
FEES AND EXPENSES

1. MWC will compensate the City the amount of \$450 per police or firefighter recruit for a completed basic post-offer-pre-employment physical examination as required by the State Board.
2. Any additional requested medical x-rays, blood work, etc., requested by MWC will be invoiced and charged at the actual cost of the service(s) charged by St. Anthony Hospital to the City under the Clinic contract with St. Anthony's Hospital, plus a ten percent (10%) administrative fee. Documentation of additional services and fees is attached hereto.
3. Any additional examinations or reviews required as additional services and performed by the City's Clinic shall be charged at the rate of \$50.00 per examination or review. Any physician services required and provided under the City agreement with St. Anthony Hospital, which results in a charge to the City, will be billed to MWC at actual costs plus a ten (10%) percent administrative fee.
4. The City's Clinic shall prepare and submit a verified invoice for payment to MWC for the services rendered under this Agreement. The invoice shall be sent to MWC

within forty-five (45) days of the date the services are rendered or within forty-five (45) days from receipt of an invoice from St. Anthony Hospital related to the cost of additional services. Invoices for the basic physical examination will only identify the recruit's name and the date of examination. Invoices for additional services (i.e., x-rays, lab work, etc.) will reflect the cost to the City as charged by St. Anthony Hospital, and a 10% administrative fee, as well as charges for any additional examinations or reviews performed by the City's physician assistant, at \$50.00 per examination or review.

5. All payments shall be made payable to the City of Oklahoma City, City Treasurer.
6. MWC agrees to assume financial and medical treatment responsibility for those recruits/candidates who may require any medical treatment or hospitalization to the extent required by Oklahoma's workers' compensation laws.

ARTICLE IV
DUTIES AND OBLIGATIONS OF MIDWEST CITY

1. MWC shall pay all invoices within 45 days of receipt, and all payments shall be mailed to:

The City of Oklahoma City Personnel Department, 420 W. Main,
Suite 110, Oklahoma City, Oklahoma, 73102.

2. MWC shall be solely responsible to submit all required documentation directly to the State Board for each recruit/candidate.
3. MWC shall provide the name and address of the designated agent/representative(s) to whom any reports, forms or other paperwork is to be submitted and any contacts between the Clinic and MWC will be limited to those designated individuals. The list shall be provided in writing and shall be addressed to the City of Oklahoma City Personnel Director, with a copy provided to the City's Occupational Health Manager. MWC shall be responsible for updating the names and addresses as necessary. Police and firefighter recruit physical examination results and results of any other additional test or examinations will only be provided to the designated representatives/agents.
4. MWC shall contact the Clinic directly to schedule the basic police or firefighter recruit physical examinations and any additional examination and test that may be required.
5. MWC will be responsible for maintaining records in accordance with its own record retention policies and for handling any request for records related to the services provided under this contract.

6. MWC will be responsible for explaining to the recruits/candidates sent for examination under this Agreement that an examination will not be performed unless the recruit/candidate completes and signs the "Consent to Release Medical Information" form authorizing release of the examination results and medical information to MWC.

ARTICLE V
LIABILITY/INDEMNIFICATION

1. Each governmental entity shall be solely and separately responsible for the acts and/or omissions of its own employees and agents whether intentional or negligent.
2. MWC agrees to be solely responsible for the adverse consequences of any claim, if any, arising from the post-offer-pre-employment physical examination, including the consequences, if any, arising from a recruit injuring himself/herself or failing the physical examination. The parties agree that the City and the Clinic shall at all times hereunder be considered independent contractors for purposes of this Agreement and at no time shall any recruit of MWC be considered an employee of the City of Oklahoma City.
3. MWC further agrees to release, defend, indemnify and/or save harmless the City of Oklahoma City and its, agents, and employees from and against all legal liability caused to persons and/or property arising from the performance of this Agreement unless such injury or loss is caused by the negligence of employees of the City of Oklahoma City.
4. MWC further agrees to be solely responsible for any and all workers' compensation claims which may arise from the physical examination. The parties mutually agree that the City of Oklahoma City does not incur any additional liability or responsibility for any workers' compensation claim by MWC employees which may arise as a result of the services provided under this Agreement.

ARTICLE VI
CONFIDENTIALITY OF EXAMINATION RECORDS

1. The parties recognize and agree that the physical examinations conducted by the Clinic under this Agreement are not intended for treatment purposes but are conducted at the request of MWC for employment related purposes only. Each Party, to the extent required by state and federal law, agrees to protect and maintain the confidentiality and the confidential status of their records, including to the extent applicable, compliance with Privacy Standards (the Standards for Privacy of Individually Identifiable Health Information as defined at 45 CFR Part 160 and Part 164, Subparts A and E), under the Health Insurance Portability and Accountability Act ("HIPAA").
2. Other than the transmissions required by this agreement (between MWC and the Clinic), the information received from the recruits and the results from the

examination process shall be confidential and will not be released without the express written consent of the recruit, by court order, or by such other method provided by law.

ARTICLE VII
NOTICES

Any notices, consents, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if in writing and delivered personally or deposited in the mail as follows:

1. Notices to the City of Oklahoma City shall be delivered to:

Personnel Director
420 W. Main, Suite 110
Oklahoma City, Oklahoma 73102
Telephone: (405) 297-2530
Facsimile: (405) 297-2428

Notices and communications with the Occupational Health Clinic shall be delivered to:

Occupational Health Manager, PA
1110 N. Classen, Suite 205B
Oklahoma City, Oklahoma, 73106
Telephone: (405) 272-6677
Facsimile: (405) 272-5504

2. Notices to the City of Midwest City shall be delivered to:

The City of Midwest City
Attention: Catherine Wilson, HR Director
100 N. Midwest Blvd.
Midwest City, OK 73110
Telephone: (405) 739-1235
Facsimile: (405) 739-1230

ARTICLE VIII
MISCELLANEOUS

1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without reference to principles of conflicts of law. Venue for any legal issues shall be in Oklahoma County. The parties agree to comply with all local, State and Federal laws and any and all applicable regulations in the performance of this Agreement.

2. Waiver. No failure on the part of either party to exercise, nor delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any further exercise thereof, or the exercise of any other right.
3. Captions. Headings of the sections are descriptive only and shall not control or affect the meanings or construction of any of the provisions of this Agreement.
4. Counterparts. This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing such counterpart.
5. Audited Financials. The parties mutually reserves the right to audit all expenditures, invoices, requests for payment, and/or any supporting documents at reasonable times upon 30 days written request to other party. This right shall not expire upon termination of this Agreement but the right shall end two years after the termination or expiration of this Agreement.
6. Invalidity of Section of Agreement. The enforceability or invalidity of any section or subsection of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.
7. Amendment. This Agreement may be amended or modified only by the mutual written consent of the parties and upon approval of the parties' respective governing bodies.
8. Entire Agreement. This Agreement states the entire professional services agreement between the parties in respect to the subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations or other agreements before or contemporaneous to this Agreement. The provisions of this Agreement are the final authority.
9. Nondiscrimination/Policies and Procedures. In connection with the performance of the services under this Agreement, MWC agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability. MWC shall take appropriate action to ensure that its employees or applicants for employment are treated without regard to their age, race, creed, color, sex, national origin, ancestry or disability as defined by the ADA. In addition, the parties agree to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veterans Assistance Act of 1974, 38 U.S.C. § 4212.

Approved this _____ day of _____, 2019.

MIDWEST CITY

MAYOR

Reviewed as to form and legality.

City Attorney for Midwest City

Approved this _____ day of _____, 2019.

THE CITY OF OKLAHOMA CITY

MAYOR

Reviewed as to form and legality.

Assistant Municipal Counselor

**CONSENT TO RELEASE MEDICAL INFORMATION
(CITY OF MIDWEST CITY)**

You have been requested by your employer (City of Midwest City) to complete a physical examination for either a police officer or firefighter position with Midwest City, which will be reviewed by a supervising physician and the results provided to your employer. Therefore, you are required, prior to examination, to authorize the Oklahoma City Occupational Health Clinic to release medical information obtained during the physical examination to your employer.

Further, pursuant to state law, (63 Okla. Stat. §1-502.2) you must be advised that:

THE INFORMATION YOU AUTHORIZE FOR RELEASE MAY INCLUDE RECORDS WHICH MAY INDICATE THE PRESENCE OF A COMMUNICABLE OR VENEREAL DISEASE WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, DISEASES SUCH AS HEPATITIS, SYPHILIS, GONORRHEA AND THE HUMAN IMMUNODEFICIENCY VIRUS ALSO KNOWN AS ACQUIRED IMMUNE DEFICIENCY SYNDROME (“AIDS”).

I, _____, (PRINT NAME) hereby authorize the City of Oklahoma City’s Occupational Health Clinic to release to the City of Midwest City, by and through its Human Resources Department, any and all medical information found in my file. I understand that this information may include, but is not limited to, findings from physical examinations, laboratory results, radiological findings and results from other diagnostic exams.

I hereby release and hold harmless the City of Oklahoma City, its agents, and employees from any liability that may arise from the release of my medical records and/or any information contained therein.

This release is not valid for any person or entity not specifically listed above.

A copy shall be as valid as an original

Patient’s Signature

Date

Patient’s SSN: _____

Patient’s Date of Birth: _____



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: July 9, 2019

RE: Discussion and consideration of approving and entering into a contract for FY 2019-20 in the amount of \$171,299 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City.

The attached contract reflects an increase of \$8,436 over the contract executed in FY18-19. Bus service is provided every hour and 20 minutes from approximately 6:00 A.M. to 7:00 P.M. Monday through Friday along the 10-mile route through Midwest City. Ridership numbers so far this fiscal year have averaged 5096 a month, down over last fiscal year's average of 5,291. Updated numbers will be provided by EMBARK in July, after the current fiscal year has ended.

In addition to fixed route service, the contract provides access to EMBARK Plus, a curb to curb para-transit service for persons with disabilities, within $\frac{3}{4}$ of a mile from Route 15.

EMBARK's Route 19 also provides limited service to Midwest City with transfer points along N.E. 10th Street to and from Route 15. A map is attached identifying both routes in Midwest City. Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft". The signature is written in black ink on a white background.

Terri L. Craft
Grants Manager



AGREEMENT FOR TRANSIT SERVICE

BETWEEN

**Central Oklahoma Transportation and Parking Authority
(EMBARC)**

AND

City of Midwest City

July 1, 2019 – June 30, 2020

AGREEMENT FOR TRANSIT SERVICE

This Agreement made and entered into this ____ day of _____, 2019, by and between the Central Oklahoma Transportation and Parking Authority, hereinafter referred to as COTPA, and the City of Midwest City.

WITNESSETH:

WHEREAS, there exists a need for public mass transportation services between the City of Midwest City and the City of Oklahoma City; and

WHEREAS, there exists a need for public mass transportation services within the City of Midwest City; and

WHEREAS, COTPA has been designated the public mass transportation provider for the Oklahoma City metropolitan area and operates under the name EMBARK; and

WHEREAS, the City of Midwest City desires to establish public mass transportation within the City of Midwest City; and

WHEREAS, the City of Midwest City and COTPA are desirous of entering into an Agreement for the provision and funding of said service.

NOW, THEREFORE, in consideration of this mutual agreement and conditions herein described, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICE

COTPA shall provide the following:

- a. The level of transit service within Midwest City and between Oklahoma City and Midwest City as shown on the attached schedule (Attachment A) and consistent with the transit policies of the COTPA Board of Trustees;
- b. Regular Zone One paratransit service in accordance with provisions of the COTPA 504/ADA Implementation Plan approved by the COTPA Board of Trustees, with Zone One defined as being the area within three-fourths of a mile of the route;
- c. Telephone information service about transit services relative to Route 15 and other COTPA services;
- d. Bus stop signs and poles at all designated stops, which comply with City of Midwest City ordinances;
- e. Publicly owned bus benches and shelters, in the number and locations enabled by existing COTPA, Midwest City and/or other budgets, which also comply with City of Midwest City ordinances for which maintenance agreements have been approved;

- f. Written notice, 30 days in advance, of all changes in service to a. through e. above;
- g. Service shall not be provided on certain national holidays.

2. **COST OF SERVICE**

The City of Midwest City agrees to pay the following:

For Route 15 bus service, the cost for the agreement period will be \$171,299 annually, to be paid \$14,274.92 per month for twelve months in FY20.

3. **METHOD OF PAYMENT**

COTPA shall provide an invoice to the City of Midwest City on a monthly basis. Upon receipt and acceptance of this invoice, the City of Midwest City shall process said claim in the usual and customary manner and shall forward to COTPA a check in the amount stated on the invoice submitted by COTPA. Such payment shall not be necessarily delayed and shall be forwarded to COTPA not later than forty-five (45) days after receipt of said invoice.

4. **TERM OF AGREEMENT**

The term of this Agreement shall be considered to commence on the 1st day of July 2019, and shall continue until the 30th day of June 2020.

5. **EXPIRATION OR TERMINATION**

- a. The City of Midwest City may terminate this Agreement by giving COTPA at least thirty (30) days written notice of their intention to terminate.
- b. COTPA may terminate this Agreement by giving the City of Midwest City at least thirty (30) days written notice of their intention to terminate.

6. **EXCUSABLE DEFAULT**

COTPA shall not be held in default of this Agreement if it is prevented from performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of diesel fuel or other emergencies including the existing road conditions making performance impossible, illegal or unsafe.

7. **INTEGRATION**

It is understood and agreed that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto and neither party is or shall be bound by any statement or representation not in conformity herewith. This Agreement may not be modified except in writing signed by both parties hereto.

8. **LAW CONTROLLING**

It is the understanding of the parties that this Agreement shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to mass transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this Agreement, binding on parties hereto as if such law were set out fully herein.

9. **INSURANCE**

COTPA will provide the City of Midwest City, upon request, a certificate of insurance indicating that COTPA has in force a policy of liability insurance for the operation of said buses. Said policy shall be of a face value of at least \$1,000,000 aggregate for all claims for a single occurrence, \$175,000 bodily injury for a single claimant and \$25,000 property damage per claim. It is further understood and agreed by the parties hereto that failure to obtain and maintain such policy of insurance shall be considered a material breach of this Agreement.

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the Trustees of the Central Oklahoma Transportation and Parking Authority this ____ day of _____, 2019.

**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**

Seal:
ATTEST:

Secretary

CHAIRMAN

REVIEWED for form and legality.

Assistant Municipal Counselor

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the City of Midwest City this ____ day of _____, 2019.

THE CITY OF MIDWEST CITY

Matthew D. Dukes, II, Mayor

Seal:
ATTEST:

City Clerk

Reviewed as to form and legality by the Municipal Counselor of the City of Midwest City.

City of Midwest City

ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted on behalf of the City of Midwest City as a part of this Agreement: The undersigned of lawful age, being first duly sworn on oath, says:

1. The undersigned is the duly authorized agent of the City of Midwest City submitting the Agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion between the City of Midwest City and Central Oklahoma Transportation and Parking Authority (COTPA) Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Agreement pursuant to the Agreement to which this statement is attached; and
2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Agreement; and
3. Neither the City of Midwest City nor anyone subject to the City of Midwest City's direction or control has been a party:
 - a. to any collusion in restraint of freedom of competition by agreement to enter into agreement at a fixed price or to refrain from bidding;
 - b. to any collusion with any COTPA Trust official, agent or employee as to quantity, quality or price in the prospective Agreement, or as to any other terms of such prospective Agreement; nor
 - c. in any discussion between the City of Midwest City and any COTPA Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of an Agreement.

This Agreement will not be considered unless this form has been fully completed and signed by the City of Midwest City's Authorized Agent and notarized, dated and completed by a Notary Public.

Signature of Midwest City's Authorized Agent

Name and Title

HORARIO DE RUTAS

015

Midwest City

By way of I-40, Air Depot, Douglas, Midwest Blvd, Reno

Serving:
 Transit Center **T**
 I-40/Sooner
 Rose State
 MWC Library
 Regional Park
 Regional Hospital

ET
 Every 80 mins
 Monday-Friday

EMBARK
 embarkok.com

Effective: 4/2014

FARES Tarifas

To help maintain a timely schedule, please have fare ready before boarding.

Para ayudar a mantener un horario a tiempo, por favor tenga lista la tarifa antes de subir.

	Regular Adult	Reduced Fare	Children 6 & Under
Local Fare Ruta local	\$1.75	\$0.75	Free
Express Fare Ruta exprés	\$3.00	\$1.50	-
\$21 Value Card Tarjeta valué de \$21	\$21	-	-
All-Day Unlimited Todo día ilimitado	\$4	\$2	-
7-Day Unlimited 7-días ilimitado	\$14	\$7	-
30-Day Unlimited 30-días ilimitado	\$50	\$25	-

Reduced Fare: ages 60+, persons with disabilities, medicare cardholders and children ages 7-17.

Tarifa Reducida: mayores de 60 años, personas con discapacidades, miembros de medicare y niños con edades entre 7 y 17 años.

CONNECT WITH US

Everything you need to know about EMBARK can be found at embarkok.com or you can talk to us directly using any of the following options:

Todo lo que necesitas saber sobre el EMBARK puede encontrarse en embarkok.com, o puedes hablar directamente con nosotros a través de cualquiera de las siguientes opciones:

405-235-RIDE (7433) TDD 297-2602

embarkok@okc.gov

Si desea obtener la información en otro idioma, llame al 235-7433.

Neáu quýy vô cần thông tin bằng ngôn ngữ khác, xin liên lạc 235-7433.

如您需要其他语言版本的信息, 请致电 235-7433.

Effective: 4/2014



Route 015					Monday - Friday / Lunes a viernes				
Midwest City to Downtown					Downtown to Midwest City				
N Douglas Blvd & Reno ID# 122	Reno & Midwest Blvd ID# 123	Air Depot & SE 15 ID# 169	Rose State College ID# 173	Transit Center - Bay H ID# 126	Rose State College ID# 127	SE 15 & Air Depot ID# 128	NE 10 & Douglas ID# 2919	N Douglas Blvd & Reno ID# 122	
(D)	(E)	(B)	(A)	(T)	(A)	(B)	(C)	(D)	
				5:20	5:36	5:41	5:52	5:55	
5:55	5:58	6:01	6:08	6:25	6:46	6:51	7:02	7:05	
7:05	7:08	7:11	7:18	7:35	8:01	8:06	8:17	8:20	
8:20	8:23	8:26	8:34	8:55	9:21	9:26	9:37	9:40	
9:40	9:43	9:46	9:54	10:15	10:41	10:46	10:57	11:00	
11:00	11:03	11:06	11:14	11:35	12:01	12:06	12:17	12:20	
12:20	12:23	12:26	12:34	12:55	1:21	1:26	1:37	1:40	
1:40	1:43	1:46	1:54	2:15	2:41	2:46	2:57	3:00	
3:00	3:03	3:06	3:14	3:35	4:01	4:06	4:17	4:20	
4:20	4:23	4:26	4:34	4:55	5:21	5:26	5:37	5:40	
				5:50	6:11	6:16	6:27	6:30	
5:40	5:43	5:46	5:54	6:30	6:56	7:01	7:12	7:15	
6:30	6:33	6:36	6:44	7:05					
7:15	7:18	7:21	7:29	7:50					

How to Read This Schedule

1. Days of operation, route number and direction of travel are located in the header of the timetable.
2. Major stops, or time points and arrival times are listed in columns.

Cómo leer este horario

1. Los días de atención, el número de ruta y la dirección del viaje se encuentran en el encabezado del horario.
2. Las paradas principales o los puntos horarios y las horas de llegada se indican en las columnas.

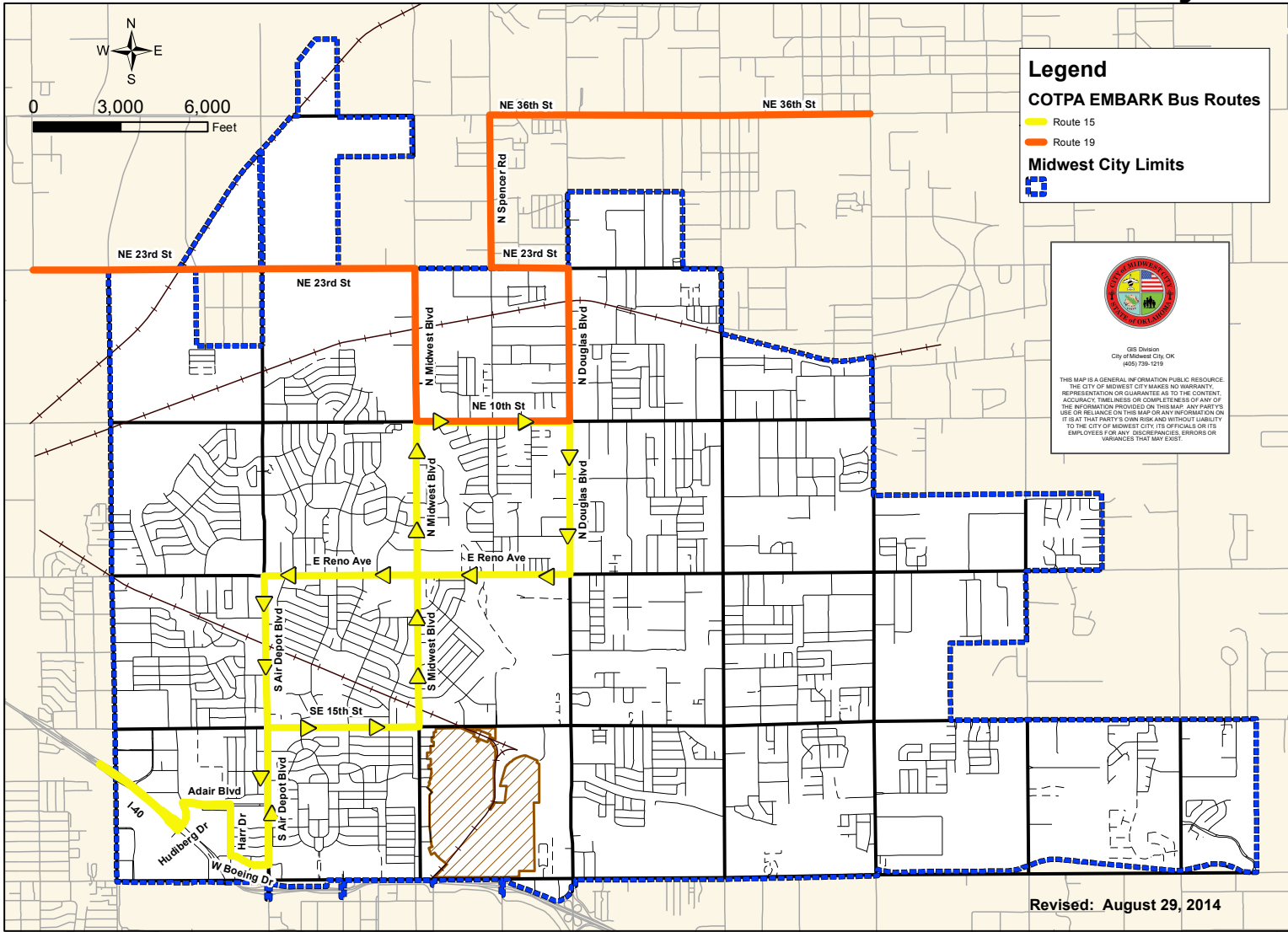
MyRide
Get departure text or call anytime

Conozca las horas de la línea. En cualquier momento llame al 311 o envíe un mensaje de texto al 311 para obtener más información.

Text "015"
 Envíe un mensaje de texto al 311 para obtener más información.

Log Inicie sesión en MyRide para obtener más información.


COTPA EMBARK Bus Routes



Legend

COTPA EMBARK Bus Routes

- Route 15
- Route 19
- Midwest City Limits



SEE DIVISION
City of Midwest City, OK
(405) 739-1219

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.

Revised: August 29, 2014



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and Council

From: Mike Bower, Emergency Manager

Date: July 9, 2019

Subject: Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Alliance Health Midwest to continue to provide dispatching services for Alliance Health Midwest Ambulance Service from July 1, 2019 through June 30, 2020 for \$220,774.80 per year.

Alliance Health Midwest agrees to pay City of Midwest City \$220,774.80 for dispatching of Alliance Health Ambulance Service which includes \$5,000.00 for GeoSafe services. The annual amount shall be divided into twelve equal payments of \$18,397.90. Staff recommends approval.

Mike Bower

Mike Bower
Emergency Manager

Extension to Primary Service Answering Point Agreement

This Extension to Primary Service Answering Point Agreement is entered into by and between Midwest Regional Medical Center, LLC, d/b/a AllianceHealth Midwest ("Hospital") and the City of Midwest City ("City") as of the dates below each party's respective signature lines but is effective as of July 1, 2019 ("Effective Date").

WITNESSTH:

WHEREAS, Hospital and City are parties to the certain Primary Service Answering Point Agreement effective July 1, 2014 (the "Agreement"); and

WHEREAS, the Agreement is expected to expire on June 30, 2019; and WHEREAS, Hospital and City wish to extend the Agreement as follows.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and in the Agreement, the receipt and sufficiency of which are acknowledged, it is hereby understood and agreed by the parties as follows:

1. The term of the Agreement, including the initial term and any renewal periods, is hereby extended for an additional twelve (12) months through June 30, 2020 ("Extended Term") and shall automatically renew annually provided either party may terminate the agreement without cause by providing a sixty-day (60-day) written notice to the other party.
2. All other provisions of the Agreement shall remain in full force and effect.
3. Neither this Extension, nor any amendment or modification hereto shall be effective or legally binding upon Hospital, or any officer, director, employee or agent thereof unless and until it has been reviewed and electronically approved by a Division President of Community Health Systems Professional Services Corporation, Hospital's Management Company, and by Hospital's Legal Counsel.

IN WITNESS WHEREOF, the Hospital and City have executed this Extension to Primary Service Answering Point Agreement effective as of the Effective Date.

CITY: City of Midwest City

HOSPITAL: Midwest Regional Medical Center, LLC d/b/a AllianceHealth Midwest

By: _____

By: Clay Franklin

Printed Name: Mathew D. Dukes II

Printed Name: Clay Franklin

Title: Mayor

Title: CEO

Date: _____

Date: 7/2/19

PRIMARY SERVICE ANSWERING POINT AGREEMENT

This agreement is entered into by and between AllianceHealth Midwest, hereinafter referred to as Hospital, and the City of Midwest City, hereinafter referred to as City.

Whereas, the Hospital owns and operates an emergency medical response service known as the Alliance Health Midwest Ambulance Service, hereinafter referred to as the Ambulance Service; and

Whereas, the City operates an Emergency 911 answering service which provides a Primary Service Answering Point for the emergency services provided to the citizens of Midwest City and customers of the Ambulance Service, hereinafter referred to as the PSAP; and

Whereas, the Hospital and the City desire to enter into an agreement wherein the PSAP shall serve as the primary answering point and dispatch center for the Ambulance Service;

NOW, THEREFORE, the parties to this agreement, in consideration of the mutual covenants, obligations and stipulations set out herein, agree as follows:

1. Term of Agreement. This agreement shall commence on July 1, 2017 and shall expire on June 30, 2018, unless sooner terminated as provided herein.
2. Obligations and Responsibilities. The City shall provide an emergency 911 answering point for the Ambulance Service. The PSAP shall operate twenty-four (24) hours a day, seven days a week. The City shall provide all personnel and equipment required to staff and manages the PSAP. The Ambulance Service shall provide all personnel required to staff and manage the Ambulance Service.
3. Mutual Aid Agreements. Both the City and the Hospital are hereby authorized to enter into Mutual Aid Agreements, as provided by Oklahoma State Statutes, to augment and supplement their respective services. No such Mutual Aid Agreement shall affect the terms and conditions of this agreement but shall be in addition hereto.
4. PSAP/Ambulance Service Evaluation. Each party hereto shall have the right to select and appoint one person to participate in evaluations of the operations of the other party's service, i.e., the Ambulance Service and the PSAP. The designated person shall be notified at least twenty-four (24) hours in advance of each such scheduled evaluation.
5. Consideration. The Hospital agrees, in addition to the provision of ambulance service within Midwest City, to fund the PSAP in the annual amount of \$220,774.80. This amount shall be divided into twelve (12) equal monthly payments, which shall be due and payable to the City on or before the 15th day of the month following the receipt

of the preceding month's PSAP service. The Hospital's payment obligation shall be prorated accordingly if this agreement terminates prior to expiration of its initial term or any renewal term.

6. Continuation. This agreement may be renewed with the mutual consent of both parties hereto for successive one-year periods following the initial term. The City reserves the right to renegotiate the monetary consideration contained in paragraph 5 hereof. In no event shall the renegotiated rate be less than the rate provided herein, nor shall the renegotiated rate exceed the actual increased labor, materials, supplies and equipment cost incurred by the City to provide the PSAP service required herein.
7. Assignment. Except as provided in paragraph 3, Mutual Aid Agreements, this agreement may not be assigned by either party.
8. Termination. Either party may terminate this agreement at any time by giving thirty (30) days written notice to the other party. Intent to terminate this agreement at the expiration date hereof, or any renewal expiration date for any renewal period, shall also be given in writing at least thirty (30) days in advance of the expiration date to the other party.
9. Indemnity. The City is solely responsible for providing the Ambulance Service with accurate information with respect to the dispatching of ambulances. In that regard, the City shall hold the Hospital harmless for any errors, omissions, mistakes or negligence committed by the City which result in ambulances being dispatched to incorrect addresses and/or any claims being filed against the Hospital. In the event that the Hospital is somehow found to be liable for errors, acts or omissions of the City, the City agrees to indemnify the Hospital, as allowed by law, for such liability to the full extent of the limits established in the Oklahoma Governmental Tort Claims Act.
10. Effective Date. This agreement shall become effective the 1st day of July 2017. Services required shall commence on the effective date hereof.
11. Complete Agreement. This Agreement is the complete agreement between the parties. No additions, alterations or modifications shall be effective unless reduced to writing and signed by all parties hereto.


PASSED AND APPROVED by the Mayor and Council of the City of Midwest City on the 12 day of September 2017 and by Midwest Regional Medical Center, LLC, d/b/a AllianceHealth Midwest on the 19 day of September 2017.

CITY OF MIDWEST CITY


ATTEST:




Mathew D. Dukes II, Mayor


Sara Hancock, City Clerk

APPROVED as to form and legality this 15th day of September, 2017.


Philip W. Anderson, City Attorney

Midwest Regional Medical Center, LLC d/b/a ALLIANCEHEALTH MIDWEST


Clay Franklin, CEO



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: July 9, 2019

RE: Discussion and consideration of 1) acceptance of the 2019-20 Oklahoma County Emergency Utility Assistance grant in an amount not to exceed \$12,000 for the implementation of an Emergency Utility Assistance Program; 2) approving and entering into a contract with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grant; and 3) authorizing the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant.

For the past thirteen years, the City of Midwest City has received Emergency Utility Assistance grant funds from the Oklahoma County Commissioners as fiscal agent for Mission Mid-Del Inc., a faith-based organization providing emergency utility assistance to households in Oklahoma County at risk for homelessness.

As fiscal agent, the city will establish and maintain an account for the contract amount, will process invoices for payment, invoice Oklahoma County for reimbursement, and provide oversight and reporting activities. Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft".

Terri L. Craft
Grants Manager

Attachment

CONTRACT
Between the Board of Oklahoma County Commissioners
on behalf of the Department of Oklahoma County Social Services
and
City of Midwest City
for the Emergency Utility Assistance Program

This agreement (the "Agreement") is entered into between the Board of County Commissioners of Oklahoma County, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County"), and City of Midwest City, herein referred to as "the Center," having a notice address of 100 N. Midwest Blvd., Midwest City, OK 73110, attention Terri Craft.

WHEREAS, The County is authorized by Oklahoma Statutes to provide support for senior citizens and indigent persons pursuant to Title 19 and Title 56;

WHEREAS, The Center is currently providing services to seniors and/or indigent persons in Oklahoma County and is willing to continue offering such services within the constraints of its budget; and

WHEREAS, The County is desirous of contracting with the Center to provide aid in the form of utility assistance to seniors and indigent families in Oklahoma County;

NOW, THEREFORE, BE IT RESOLVED, the Center and County do mutually agree as follows:

1. The Center agrees to furnish the services described in Attachment A to senior citizens and / or indigent families in Oklahoma County as their scheduling and resources permit.
2. In consideration for the services described in Attachment A, County agrees to pay up to an amount not to exceed a total of \$12,000 for the contract period upon receipt of monthly claims, authorized and approved by the County. Monthly claims are to include copies of all bills paid under this grant for the time period invoiced. Invoices are to be sent to:

Karole Pittman
Oklahoma County Social Services
7401 Northeast 23rd Street
Oklahoma City, OK 73141

3. Monthly claims are to be accompanied by a report showing the number of people served for the time period invoiced, with amounts for deposits specifically identified. Payments for deposits require additional assurances that the deposit is the last remaining obstacle for a person to transition out of homelessness or prevent a person from becoming homeless.
4. The Center agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
5. Agreement to be effective July 1, 2019 and will terminate on June 30, 2020. Either party may terminate this agreement on thirty (30) days' written notice to the other party. Further the County may terminate this agreement at any time by written notice to the Center if the Center fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.

6. The Center will not impose any fees for services rendered and paid for under the terms of this agreement. Under this agreement, no person shall be excluded from participation, be denied benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap. The Center shall provide the agreed upon services without regard to or for the recipients religious character or affiliation or require recipients participation in any religious activities.
7. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract.
8. The Center shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder. The Center agrees to indemnify and hold County harmless and free of any and all liabilities arising from any act of omission or commission by them with respect to this agreement. The Center agrees to maintain general liability insurance in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act (51 O.S. 151 et seq.), which is a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant per single act, accident, or occurrence and One-Million Dollars (\$1,000,000.00) per single occurrence or accident. The Center agrees to attach a copy of a certificate of insurance to this contract upon its execution.
9. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise there from and no official or employee of County shall serve as officers of the Center.
10. This contract is null and void unless the Oklahoma County Clerk has encumbered the contract. Upon approval of this contract, a blanket purchase order number will be issued by Oklahoma County. It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and within the limitation provided by Oklahoma law.

WITNESS THEREOF, the County and the Center have executed this Agreement.

APPROVED this _____ day of _____, 20__.

City of Midwest City

By: _____
Matthew D. Dukes, II, Mayor

Date: _____

Christi Marshall,
Director of Oklahoma County
Social Services

Board of County Commissioners
Oklahoma County, Oklahoma

Chairman

Attest:

County Clerk

Approved this _____ day of _____, 20__, as to form and legality.

District Attorney

ATTACHMENT A
CONTRACT
Between the Board of Oklahoma County Commissioners
on Behalf of the Department of Social Services
and
City of Midwest City
for the Emergency Utility Assistance Program

This attachment, including this page and the preceding three (3) pages, provides the description of the scope of services as referenced in paragraph 1 of the contract between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and City of Midwest City for the Emergency Utility Assistance Program. This attachment is part of the complete contract.

The Center understands and agrees to the following:

1. Assistance can be provided only for families or seniors whose places of residence are located in Oklahoma County and who are at risk of becoming homeless, and who can significantly benefit from assistance with payment of utility bills (gas, electricity, and water only, including propane gas). A “family” consists of at least one child (under 18) in residence with a parent, grandparent, or legal guardian. The term Senior is “Agency defined” as long as it’s not below the age of 50. Recipients must complete and sign an application (this can be an application the agency already uses as long as it provides appropriate information for determining eligibility). Recipients must be legal residents and must be making their own efforts toward self-sufficiency and responsible self-management. Payments are to be made directly to the utility company. Under no circumstance is payment to be provided to an individual. No fee can be charged to any individual for this assistance.
2. Payment may be made only for current residences located in Oklahoma County, or for deposits only under the specific condition that the utility deposit is one of the last remaining steps for a person to transition out of homelessness or prevent a person from becoming homeless. Payments are not to be made towards bills owed for previous residences.
3. For the services provided, no person shall be excluded from participation, be denied benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap. No part of this funding can be used for any religious activity, and no requirement of religious activity can be mandated as a condition of receiving services through this funding.
4. Invoicing may occur on a monthly basis. Invoices must consist of a summary of number of people served, number of months paid, and total amount requested for reimbursement. The invoice must be accompanied by a report itemizing the list of people served and amounts paid, along with copies of utility bills paid. The invoice must contain a signed statement attesting to the accuracy of the information on the invoice and the accompanying report.
5. The period of agreement will end on June 30, 2020.



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 9th, 2019

SUBJECT: Discussion and consideration of entering into an agreement with the Safe Haven Clinic (Spencer and Oklahoma City locations) to perform veterinary services associated with the Adopt-A-Pet program and additional services on an as-needed basis as determined by the City of Midwest City for fiscal year 2019-2020.

With this agreement, the Safe Haven Clinic in Spencer and Oklahoma City will perform veterinary services associated with the City's Adopt-A-Pet program for fiscal year 2019-2020. In addition, they will perform additional services on an as needed basis as determined by the City of Midwest City. The contract stipulates all services and pricing.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreements

**CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This agreement, made and entered into this 15 day of May, 2019, by and between the City of Midwest City, a municipal corporation, hereinafter called the "First Party" and **Safe Haven Animal Clinic** located at 5027 N. Spencer Road, a Veterinary Clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract entered into this 15 day of May, 2019, and between the First Party and the Second Party is to promote the Health, Safety, and Public Welfare of the Citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. Second Party agrees that it will provide to any dog or cat adopted from First Party for the fee of \$10.00 per animal, a rabies vaccination, given at the time of sterilization.
2. Second Party agrees to perform sterilization of any dog/cat for a fee of \$45.00 per dog, \$35.00 per female cat and \$25.00 per male cat. This service is to be performed on date agreed upon by both parties.
3. Second Party agrees to perform exploratory surgery for a fee of \$45.00 for any male dog found to be Cryptorchidic.
4. Second Party agrees to charge first party for the following additional services on an as-needed basis; and only at the approval of the first party **BEFORE** service is rendered:
 - (a.) Hernia repair \$35.00
 - (b.) DHPP (dog) Vaccination \$8.00
 - (c.) Bordatella Vaccination \$15.00
 - (d.) Heartworm Test \$15.00
 - (e.) Pain Medication \$10.00
 - (f.) FVCR (cat) \$8.00
 - (g.) Ear tip \$5.00
 - (h.) E-collar \$10.00
 - (i.) Nails \$8.00

- (j.) Dewormer \$9.00
- (k.) Topical flea/tick \$10.00
- (l.) Steroid injection \$30.00
- (m.) Health certificate \$25.00
- (n.) Antibiotics \$24.00

4. Second Party agrees to provide First Party with an itemized statement of services on a monthly basis as required. First Party agrees to pay Second Party amount due and owing within sixty (60) days of receipt of statement. Second Party can deny continued veterinary services for First Party if previously rendered and invoiced services are unpaid beyond a sixty (60) day period.
5. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of Second Party as required by this contract.
6. The terms of this contract shall be for the **1st day of July, 2019, through the 30th day of June, 2020.**

IN WITNESS WHEREOF, the parties have approved this agreement and caused it to be executed as of the day and year first above written.

City of Midwest City

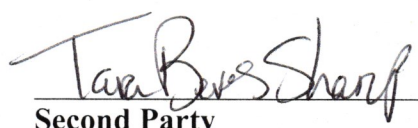
Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

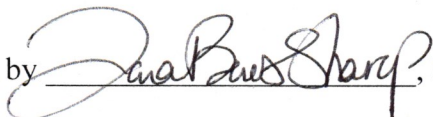
Approved as to form and legality this _____ day of _____, 20____.

Heather Poole, City Attorney

Safe Haven Clinic



Second Party

Approved by , Second Party, on this 15 day of

May, 2019.

**CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This agreement, made and entered into this 15 day of May, 2019, by and between the City of Midwest City, a municipal corporation, hereinafter called the "First Party" and **Safe Haven Animal Clinic** located at 1514 N. Rockwell, a Veterinary Clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract entered into this 15 day of May, 2019, and between the First Party and the Second Party is to promote the Health, Safety, and Public Welfare of the Citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. Second Party agrees that it will provide to any dog or cat adopted from First Party for the fee of \$10.00 per animal, a rabies vaccination, given at the time of sterilization.
2. Second Party agrees to perform sterilization of any dog/cat for a fee of \$45.00 per dog, \$35.00 per female cat and \$25.00 per male cat. This service is to be performed on date agreed upon by both parties.
3. Second Party agrees to perform exploratory surgery for a fee of \$45.00 for any male dog found to be Cryptorchidic.
4. Second Party agrees to charge first party for the following additional services on an as-needed basis; and only at the approval of the first party **BEFORE** service is rendered:
 - (a.) Hernia repair \$35.00
 - (b.) DHPP (dog) Vaccination \$8.00
 - (c.) Bordatella Vaccination \$15.00
 - (d.) Heartworm Test \$15.00
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 - (g.) Ear tip \$5.00
 - (h.) E-collar \$10.00
 - (i.) Nails \$8.00

- (j.) Dewormer \$9.00
- (k.) Topical flea/tick \$10.00
- (l.) Steroid injection \$30.00
- (m.) Health certificate \$25.00
- (n.) Antibiotics \$24.00

4. Second Party agrees to provide First Party with an itemized statement of services on a monthly basis as required. First Party agrees to pay Second Party amount due and owing within sixty (60) days of receipt of statement. Second Party can deny continued veterinary services for First Party if previously rendered, and invoiced services are unpaid beyond a sixty (60) day period.
5. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of Second Party as required by this contract.
6. The terms of this contract shall be for the **1st day of July, 2019, through the 30th day of June, 2020.**

IN WITNESS WHEREOF, the parties have approved this agreement and caused it to be executed as of the day and year first above written.

City of Midwest City

Matthew D. Dukes II, Mayor

Attest:

Sara Hancock, City Clerk

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

Heather Poole, City Attorney

Safe Haven Clinic

TARA SHARP
Second Party

Approved by Tara Sharp, Second Party, on this 15 day of
May, 2019.



City Manager's Office
Vaughn K. Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: July 9, 2019

Subject: Discussion and consideration of awarding a bid and entering into a contract for the first round of Moving Midwest City Forward 2018 G.O. bond P.C. concrete street paving projects to Parathon Construction Co., for a total amount of \$ 2,825,560.00.

On Tuesday June 11, 2019 the City of Midwest City, opened bids for the first round of Moving Midwest City Forward 2018 G.O. bond P.C. Concrete street paving projects. EMC Services, LLC, Nash Construction Co., Rudy Construction Co., A-Tech Paving and Parathon Construction Co. submitted bids. Parathon Construction Co. submitted the lowest and best bid meeting specifications.

Parathon Construction has completed one project for the City of Midwest City and has a second underway. Staff is very pleased with their workmanship and timely completion.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Enc. Bid Tabulation Sheet

Item Description	Description	Unit	Est Qty	Eng Estimate		Parathon Construction		A-Tech		EMC Services LLC		Nash Construction Co.		Rudy Construction Co.	
				Unit Price	Est	Unit Price	Est	Unit Price	Est	Unit Price	Est	Unit Price	Est	Unit Price	Est
202(A)	1301 Unclassified Excavation	CY	226	\$ 6.20	\$ 1,401.20	\$ 12.00	\$ 2,712.00	\$ 28.00	\$ 6,328.00	\$ 17.00	\$ 3,842.00	\$ 16.00	\$ 3,616.00	\$ 25.00	\$ 5,650.00
202(D)	184 Unclassified Borrow	CY	113	\$ 7.11	\$ 803.43	\$ 14.00	\$ 1,582.00	\$ 15.00	\$ 1,695.00	\$ 28.00	\$ 3,164.00	\$ 50.00	\$ 5,650.00	\$ 30.00	\$ 3,390.00
303(A)	2100 Aggregate Base, Type "A"	CY	5492	\$ 42.16	\$ 231,542.72	\$ 38.00	\$ 208,696.00	\$ 58.00	\$ 318,536.00	\$ 60.00	\$ 329,520.00	\$ 68.00	\$ 373,456.00	\$ 58.00	\$ 318,536.00
414(B)	5725 6" Dowel Jointed P.C.C. Pavt.	SY	32615	\$ 31.89	\$ 1,039,983.63	\$ 51.00	\$ 1,663,365.00	\$ 49.00	\$ 1,598,135.00	\$ 49.00	\$ 1,598,135.00	\$ 62.50	\$ 2,038,437.50	\$ 60.00	\$ 1,956,900.00
414(B)	5725 8" Dowel Jointed P.C.C. Pavt.	SY	564	\$ 37.96	\$ 21,408.81	\$ 57.00	\$ 32,148.00	\$ 57.75	\$ 32,571.00	\$ 54.00	\$ 30,456.00	\$ 69.00	\$ 38,916.00	\$ 66.00	\$ 37,224.00
511(A)	332 Reinforcing Steel (Grade 60)	LB	2822	\$ 0.95	\$ 2,680.90	\$ 2.50	\$ 7,055.00	\$ 0.95	\$ 2,680.90	\$ 1.50	\$ 4,233.00	\$ 3.25	\$ 9,171.50	\$ 2.00	\$ 5,644.00
609(A)	300 Conc. Curb (6" Barrier-Integral)	LF	22580	\$ 6.59	\$ 148,802.20	\$ 9.00	\$ 203,220.00	\$ 17.00	\$ 383,860.00	\$ 14.00	\$ 316,120.00	\$ 9.00	\$ 203,220.00	\$ 7.00	\$ 158,060.00
610(A)	602 4" Concrete Sidewalk RAMP	SY	28	\$ 800.00	\$ 22,400.00	\$ 1,000.00	\$ 28,000.00	\$ 1,100.00	\$ 30,800.00	\$ 576.00	\$ 16,128.00	\$ 620.00	\$ 17,360.00	\$ 625.00	\$ 17,500.00
610(A)	602 4" Concrete Sidewalk	SY	564	\$ 44.94	\$ 25,346.16	\$ 42.00	\$ 23,688.00	\$ 48.00	\$ 27,072.00	\$ 44.00	\$ 24,816.00	\$ 45.00	\$ 25,380.00	\$ 60.00	\$ 33,840.00
610(A)	602 6" Concrete Sidewalk	SY	113	\$ 53.40	\$ 6,034.20	\$ 48.00	\$ 5,424.00	\$ 52.00	\$ 5,876.00	\$ 48.00	\$ 5,424.00	\$ 50.00	\$ 5,650.00	\$ 65.00	\$ 7,345.00
610(A)	Concrete Channel Liner (3500 PSI)	SY	113	\$ 45.00	\$ 5,085.00	\$ 100.00	\$ 11,300.00	\$ 85.00	\$ 9,605.00	\$ 54.00	\$ 6,102.00	\$ 53.00	\$ 5,989.00	\$ 100.00	\$ 11,300.00
610(B)	604 6" Concrete Driveway	SY	1270	\$ 59.82	\$ 75,971.40	\$ 55.00	\$ 69,850.00	\$ 52.00	\$ 66,040.00	\$ 50.00	\$ 63,500.00	\$ 64.00	\$ 81,280.00	\$ 65.00	\$ 82,550.00
610(I)	4610 Tactile Warning Device-New	SF	282	\$ 24.43	\$ 6,889.26	\$ 15.00	\$ 4,230.00	\$ 35.00	\$ 9,870.00	\$ 25.00	\$ 7,050.00	\$ 20.00	\$ 5,640.00	\$ 30.00	\$ 8,460.00
612(A)	641 Manholes Adjust to Grade	EA	28	\$ 775.62	\$ 21,717.36	\$ 500.00	\$ 14,000.00	\$ 350.00	\$ 9,800.00	\$ 300.00	\$ 8,400.00	\$ 500.00	\$ 14,000.00	\$ 600.00	\$ 16,800.00
612(E)	647 Valve Boxes Adjust to Grade	EA	56	\$ 372.70	\$ 20,871.20	\$ 175.00	\$ 9,800.00	\$ 150.00	\$ 8,400.00	\$ 200.00	\$ 11,200.00	\$ 385.00	\$ 21,560.00	\$ 200.00	\$ 11,200.00
612(F)	648 Meter Boxes Adjust to Grade	EA	1	\$ 647.48	\$ 647.48	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ 200.00
619(B)	4726 Removal of Curb and Gutter	LF	22580	\$ 6.40	\$ 144,512.00	\$ 7.00	\$ 158,060.00	\$ 8.00	\$ 180,640.00	\$ 5.00	\$ 112,900.00	\$ 10.00	\$ 225,800.00	\$ 3.00	\$ 67,740.00
619(B)	4727 Removal of Concrete Pavement	SY	22830	\$ 5.51	\$ 125,793.30	\$ 9.00	\$ 205,470.00	\$ 9.00	\$ 205,470.00	\$ 8.00	\$ 182,640.00	\$ 10.00	\$ 228,300.00	\$ 10.00	\$ 228,300.00
619(B)	Removal of Concrete Pavement w 4763 Asph Overlay	SY	9784	\$ 5.75	\$ 56,258.00	\$ 10.00	\$ 97,840.00	\$ 10.00	\$ 97,840.00	\$ 9.00	\$ 88,056.00	\$ 10.00	\$ 97,840.00	\$ 10.00	\$ 97,840.00
619(B)	4766 Removal of Paved Driveway	SY	1270	\$ 13.07	\$ 16,598.90	\$ 10.00	\$ 12,700.00	\$ 9.00	\$ 11,430.00	\$ 9.00	\$ 11,430.00	\$ 10.00	\$ 12,700.00	\$ 10.00	\$ 12,700.00
619(B)	4792 Removal of Sidewalk	SY	564	\$ 9.66	\$ 5,448.24	\$ 10.00	\$ 5,640.00	\$ 9.00	\$ 5,076.00	\$ 8.00	\$ 4,512.00	\$ 10.00	\$ 5,640.00	\$ 10.00	\$ 5,640.00
619(B)	5881 Removal of Concrete Ditch Liner	LF	113	\$ 9.98	\$ 1,127.74	\$ 10.00	\$ 1,130.00	\$ 75.00	\$ 8,475.00	\$ 10.00	\$ 1,130.00	\$ 12.00	\$ 1,356.00	\$ 20.00	\$ 2,260.00
880(J)	Construction Traffic Control (1 lane 8905 of 2)	EA	34	\$ 500.00	\$ 17,000.00	\$ 1,750.00	\$ 59,500.00	\$ 3,500.00	\$ 119,000.00	\$ 2,500.00	\$ 85,000.00	\$ 1,000.00	\$ 34,000.00	\$ 3,000.00	\$ 102,000.00
Total				\$ 1,998,323.14		\$ 2,825,560.00		\$ 3,139,349.90		\$ 2,914,058.00		\$ 3,455,362.00		\$ 3,191,079.00	



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

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: June 12, 2019

Subject: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$110,900.00 with C. H. Guernsey & Company (Guernsey) for site planning and civil engineering services related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City.

Guernsey has submitted a Task Order Agreement for consulting services related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City. The scope of services includes all civil engineering for site master planning and concept level design in amount not to exceed \$110,900.00.

The site design is necessary in order to prepare for meetings with Oklahoma City officials, Planning Commission, City Council, public hearings and any neighborhood meetings. Ultimately, this survey data and site design will be used in the preparation of construction documents associated with the Multi-Purpose Sports Complex.

Funds are budgeted and available in the bond issue account and the Midwest City Hospital Authority budgets. Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Attachment: Task Order Agreement

TASK ORDER MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made the _____ day of _____, 2019, between the City of Midwest City, Oklahoma, a municipal corporation hereinafter the "CITY," and C. H. Guernsey & Company, hereinafter "GUERNSEY."

GUERNSEY's services will be detailed in a duly executed Task Order for each Specific Project. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement. Each Task Order will include schedules for the Scope of Services, Compensation, Payment, and any special project requirements.

General Terms of Agreement:

Article 1 Services
Article 2 CITY's Responsibilities
Article 3 Changes
Article 4 Opinion of Probable Cost
Article 5 Compensation and Payments
Article 6 Termination
Article 7 Disputes
Article 8 Consequential Damages
Article 9 Indemnity
Article 10 Insurance
Article 11 Miscellaneous Provisions

Schedules:

Schedule A Scope of Services
Schedule B Compensation
Schedule C Payment
Schedule D Insurance
Schedule E Governing Law / Dispute Resolution
Schedule F Other Modifications

TERMS OF AGREEMENT

The CITY and GUERNSEY agree as follows:

ARTICLE 1 - SERVICES

- 1.1 This Agreement is not a commitment by the CITY to GUERNSEY to issue any Task Orders.
- 1.2 GUERNSEY shall not be obligated to perform any prospective Task Order unless and until the CITY and GUERNSEY agree on the particulars of the Specific Project, including the scope of GUERNSEY's services, time for performance, GUERNSEY's compensation, and all other appropriate matters.

- 1.3 The services provided by GUERNSEY, GUERNSEY's employees and GUERNSEY's consultants shall be enumerated in Schedule A of the Task Order. Services shall be performed as expeditiously as is consistent with professional skill and care. The services and their several phases will be performed in accordance with the schedule provided in the Task Order. The schedule shall make allowances for the CITY's reviews, for performance by GUERNSEY's and the CITY's other consultants and for approval of submissions by authorities having jurisdiction over the Specific Project. The schedule shall not be exceeded except for reasonable cause.
- 1.4 GUERNSEY's representative identified in the Task Order shall be authorized to act on GUERNSEY's behalf on the Specific Project. GUERNSEY shall be an independent contractor responsible for the means and manner of providing its services. GUERNSEY may subcontract portions of the services to others and shall provide the CITY with a list of subconsultants.
- 1.5 GUERNSEY shall maintain the confidentiality of information specifically designated in writing as confidential by the CITY, except GUERNSEY may release information as required by legal or administrative process, is required to prevent significant harm to the public or is required for GUERNSEY to establish a claim or defense in an adjudicatory proceeding.
- 1.6 The services shall be performed in accordance with the standard of due care, skill, technique, and learning prevailing in the professional engineering, architecture, landscape architecture and environmental science profession for services of the kind performed. GUERNSEY shall review laws, codes and regulations applicable to the

services and shall comply with requirements imposed by governmental authorities having jurisdiction over the Project.

1.7 When requested for a Specific Project and provided in a Task Order, GUERNSEY shall provide the following Services:

1.7.1 Study Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

1.7.2 A Project Plan or Construction Documents defining the Work to be accomplished by a Contractor. The Project Plan or Construction Documents will consist, as appropriate, of drawings, maps, and specifications fixing the requirements for the Work. Preparation of the Project Plan or Construction Documents may include a Preliminary Design Phase, Final Design Phase, Bidding or Negotiating Phase, and a Construction or Contractor Work Phase in accordance with the Task Order requirements.

a. Preliminary Design Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

b. Upon approval of the Preliminary Design, GUERNSEY shall provide the Final Design Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

c. Assist the CITY with taking bids or negotiating a contract for the Work by providing services as shown in Schedule A, and as modified and expanded in a Task Order.

d. Construction or Contractor Work Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

ARTICLE 2 – CITY’S RESPONSIBILITIES

2.1 The CITY shall furnish GUERNSEY full information regarding requirements for and limitations on the Project.

2.2 When requested by GUERNSEY, the CITY shall furnish previous studies, surveys and legal descriptions of land (including locations of underground structures and utilities), records, drawings and specifications for buildings and the history of land use within and bordering the Project, or the CITY shall compensate GUERNSEY for the cost to obtain such information. GUERNSEY shall be entitled to rely on the accuracy and completeness of CITY furnished information and services and information obtained from the public record. GUERNSEY shall provide prompt written notice to the CITY if GUERNSEY becomes aware of errors, omissions, or inconsistencies in the CITY’s data or services.

2.3 When required for the Project, the CITY shall authorize the services of testing laboratories, drilling contractors or excavators.

2.4 The CITY shall establish a budget for the Project and update the budget periodically.

2.5 The CITY’s Representative designated in a Task Order shall be authorized to act on the CITY’s behalf on the Project.

2.6 The CITY shall give prompt written notice to GUERNSEY if the CITY becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in GUERNSEY’s services.

2.7 In the event the CITY does not own or lawfully control the Project site, the CITY warrants to GUERNSEY that it will obtain lawful permission from the Project site owner for a right-to-enter and occupy the Project site sufficiently broad in time and extent as needed by GUERNSEY, its employees, agents and subcontractors to provide the services. GUERNSEY agrees that its employees, agents and subcontractors shall comply with all

health and safety requirements of the Project site owner that are imposed in writing upon GUERNSEY as a condition of its right-to-enter and occupy the premises. Failure to provide the right to enter and occupy the premises shall entitle GUERNSEY to an equitable adjustment in the schedule and compensation.

ARTICLE 3 – CHANGES

- 3.1 The CITY may order changes in the services in writing. GUERNSEY's compensation and the schedule shall be equitably adjusted.
- 3.2 GUERNSEY shall be entitled to an equitable adjustment in the schedule and compensation if any of the following occur:
 - 3.2.1 Change in or delay in the CITY's instructions or approvals;
 - 3.2.2 Enactment or revision of codes, laws or regulations or a change in their official interpretation;
 - 3.2.3 Undisclosed or previously undiscovered health or safety hazards from pollutants or hazardous materials;
 - 3.2.4 Failure of the CITY's other consultants to perform;
 - 3.2.5 Preparation for and attendance at a public hearing, a dispute resolution proceeding or legal proceeding except where GUERNSEY is a party thereto.

ARTICLE 4 – OPINION OF PROBABLE COST

- 4.1 The estimated cost of the Work shall include the effort to accomplish the Work described in plans, drawings and specifications prepared by GUERNSEY. The estimated cost of the Work shall include reasonable contingencies but not GUERNSEY's Compensation.
- 4.2 GUERNSEY's opinions of probable Construction Cost are to be made on the basis of GUERNSEY's experience and qualifications and represent

GUERNSEY's estimate as an experienced and qualified professional. However, because GUERNSEY has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, GUERNSEY cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by GUERNSEY.

ARTICLE 5 - COMPENSATION AND PAYMENTS

- 5.1 GUERNSEY's compensation shall be computed as provided in Schedule B of the Task Order.
- 5.2 For Additional Services, including changes, the CITY shall compensate GUERNSEY a lump sum agreed to in advance or shall compensate GUERNSEY for time expended at GUERNSEY's standard hourly rate table (attached) and for expenses incurred not to exceed a total sum without prior written approval from the CITY.
- 5.3 Unless modified in Schedule C of the Task Order, Payment of GUERNSEY's monthly invoices shall be due and payable upon receipt. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.0% per month from said thirtieth day.

ARTICLE 6 – TERMINATION

- 6.1 The CITY may terminate this Agreement for the CITY's convenience upon seven (7) day's written notice to GUERNSEY's representative. GUERNSEY shall terminate all services as soon as feasible after receipt of notice and shall be compensated for services rendered and expenses incurred together with equitable charges for lease and rental termination and demobilization costs.
- 6.2 GUERNSEY may terminate this Agreement upon seven (7) days written notice to the CITY if the CITY fails to make payments to GUERNSEY in accordance with this Agreement. At GUERNSEY's option, services may be suspended upon seven (7) days written notice to the CITY. GUERNSEY shall

have no liability for delay or damages caused by such suspension of services. Before resuming services, GUERNSEY shall be paid all sums due prior to the suspension.

- 6.3 The obligations under Articles 9, 10 and 11 shall survive termination of this Agreement.

ARTICLE 7 – DISPUTES

- 7.1 Any claim or dispute arising out of or related to this Agreement shall be subject to mediation as a condition precedent to any legal action. The parties shall endeavor to resolve claims and disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All proceedings at law or in equity shall be stayed for a period of 60 days pending mediation, or longer if mutually agreed.
- 7.2 If the parties do not resolve a dispute through mediation pursuant to Section 7.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in Oklahoma the CITY, Oklahoma, unless specified differently in Schedule E of the Task Order.

ARTICLE 8 – CONSEQUENTIAL DAMAGES

- 8.1 The CITY and GUERNSEY waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 6.

ARTICLE 9 – INDEMNITY

- 9.1 GUERNSEY shall indemnify and hold the CITY harmless from and against all claims, demands, damages and expenses recoverable under applicable law on account of negligence for damage to property or persons, including injury or death, to the extent caused by GUERNSEY's negligent acts, errors or omissions or of persons or entities for whom GUERNSEY is legally responsible

in performance of the services under this Agreement.

- 9.2 The CITY shall indemnify and hold GUERNSEY harmless from and against all claims, demands, damages, and expenses recoverable as allowed by Oklahoma law on account of negligence for damage to property or persons, including injury or death, to the extent caused by the CITY's negligent acts, errors or omissions or of persons or entities for whom the CITY is legally responsible (except GUERNSEY) in the completion of the Specific Project.
- 9.3 In addition to the provisions of paragraph 9.2, it is acknowledged that GUERNSEY neither created nor contributed to any hazardous, radioactive, toxic irritant, pollutant or other dangerous substance or condition at the Project site, accordingly as allowed by Oklahoma law, the CITY agrees to defend and shall indemnify and hold GUERNSEY harmless from and against all claims, demands, damages and expenses on account of damage to property or persons, including injury or death, arising out of the aforesaid Project site conditions or allegations that they exist, except to the extent such damages and expenses were caused by GUERNSEY's negligent acts, errors or omissions.
- 9.4 The CITY shall provide or arrange for marking the locations of private utilities and subsurface structures. GUERNSEY shall take reasonable precautions to avoid damage to utilities and subsurface structures but shall not be responsible for damage thereto not called to GUERNSEY'S attention, not correctly marked (including by a utility location service), or shown incorrectly on plans furnished to GUERNSEY or in the public record.

ARTICLE 10 – INSURANCE

- 10.1 GUERNSEY will maintain the following minimum insurance coverage limits. In the event the CITY requires other insurance or other limits of liability, the Compensation shall be equitably adjusted for the additional cost made necessary by the CITY's requirements. Insurance requirements that

exceed GUERNSEY's normal insurance coverage will be specified in Schedule D of the Task Order.

10.1.1 Workers' Compensation and Employer's Liability insurance (including occupational diseases) in accordance with the law of the state where the work is to be performed.

10.1.2 Comprehensive General Liability Bodily Injury (including death) and Property Damage in an amount not less than \$1,000,000 combined single limit. This policy shall include contractual liability coverage.

10.1.3 Comprehensive Automobile Liability Bodily Injury (including death) and Property Damage in an amount not less than \$1,000,000 combined single limit. This policy shall include all vehicles used in connection with the Agreement whether owned, unowned or hired.

10.1.4 Umbrella Coverages (in addition to subparagraphs (b) and (c) of this Article 10) in an amount not less than \$1,000,000 combined.

10.1.5 Professional Liability in an amount not less than \$1,000,000 per claim and aggregate limit.

10.2 Before commencing the services, GUERNSEY shall furnish to the CITY, as Certificate Holder, a certificate of insurance in force providing that the policy shall not be canceled by the insurer before 30 days prior written notice to the CITY.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 This Agreement shall be governed by the laws of the State of Oklahoma, exclusive of the Oklahoma conflict of laws provisions, unless otherwise specified in Schedule E of the Task Order.

11.2 To the extent damages are covered by property insurance, the CITY and GUERNSEY waive all rights against each other and the officers, directors and employees of either. The insurance carriers of

both parties shall waive subrogation to the extent of this paragraph 11.2.

11.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or GUERNSEY.

11.4 GUERNSEY shall have the right to include photographic and other descriptions of the Project in GUERNSEY's promotional and professional materials. GUERNSEY shall not disclose the CITY's confidential or proprietary information if the CITY has previously advised GUERNSEY in writing that the information is confidential or proprietary.

11.5 Work produced by GUERNSEY, including reports, maps, plans, specifications, logs, data, notes, and calculations are Instruments of Service and shall remain GUERNSEY'S property, including all intellectual rights such as copyright. Upon payment of the fees herein, the CITY shall have a license to use the Instruments of Service for completion and maintenance of the Project. In the event the parties agree to any other disposition of the ownership, GUERNSEY shall retain ownership of all technology, skill, processes, knowledge, and computer software developed or acquired by GUERNSEY or its Sub-Consultants to manipulate the data which comprises the Instruments of Service and all standard details, engineering concepts, techniques, engineering knowledge, technical know-how, and expertise embodied in the Instruments of Service by GUERNSEY shall be and remain the property of GUERNSEY or, as applicable, its' Sub-Consultants.

11.6 The CITY and GUERNSEY, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party may assign this Agreement without the consent of the other which shall be not unreasonably withheld.

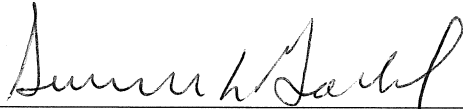
WHEREFORE, this Agreement entered into as of the day and year first written above.

CITY OF MIDWEST CITY

(Signature)

(Printed name and title)

C.H. GUERNSEY & COMPANY



(Signature)

Summer Goebel, Sr. Vice President

(Printed name and title)

SCHEDULE A – SCOPE OF SERVICES

Scope of Services are defined by individual Task Orders

- A.1 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall provide the following Study Phase services:
 - A.1.1 Consult with the CITY to clarify and define the CITY's requirements and review the CITY-furnished data;
 - A.1.2 Advise the CITY on the requirement for special services and data required from others and assist the CITY to obtain such data and services;
 - A.1.3 Prepare and provide GUERNSEY's findings and recommendations;
 - A.1.4 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analysis of alternative solutions presented by GUERNSEY represent GUERNSEY's professional opinion based on preliminary information;
 - A.1.5 Samples obtained from the Project site, if any, shall be retained by GUERNSEY for a reasonable time but not longer than 45 days after issuance of the Study Phase Report. GUERNSEY shall arrange for disposal of samples on behalf of the CITY, which may consist of returning the samples to the Project site. The CITY shall pay GUERNSEY for the cost of disposal. Samples remain the property of the CITY;
 - A.1.6 Prepare a report (the "Report") which will, as appropriate, contain a description of existing conditions, a proposed work plan, schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to the CITY which GUERNSEY recommends;
 - A.1.7 Furnish the number of review copies of the Report to the CITY within the time period set forth in the Task Order and review it with the CITY;
 - A.1.8 Revise the Report in response to the CITY's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the CITY within the time period set forth in the Task Order. GUERNSEY's services under the Study Phase will be considered complete on the date when the final copies of the revised Report have been delivered to the CITY.
- A.2 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall, upon CITY approval of the Study Phase services, provide the following Preliminary Design Phase services:
 - A.2.1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project;
 - A.2.2 Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners;

- A.2.3 Advise the CITY if additional reports, data, information, or services are necessary and assist the CITY in obtaining such reports, data, information, or services;
 - A.2.4 Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to GUERNSEY;
 - A.2.5 Furnish the Preliminary Design Phase documents to and review them with the CITY;
 - A.2.6 Submit to the CITY the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order. GUERNSEY's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to the CITY.
- A.3 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall, upon the CITY approval of the Preliminary Design Phase documents, provide the following Final Design Phase services:
- A.3.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor;
 - A.3.2 Provide technical criteria, written descriptions, and design data for the CITY's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist the CITY in consultations with appropriate authorities;
 - A.3.3 Provide the CITY a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to GUERNSEY;
 - A.3.4 Prepare and furnish Bidding Documents for review and approval by the CITY, its legal counsel, and other advisors, as appropriate, and assist the CITY in the preparation of other related documents;
 - A.3.5 Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to the CITY within the time period set forth in the Task Order. GUERNSEY's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to the CITY.
- A.4 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall assist the CITY with taking bids or negotiating a contract for the Work by providing the following services:
- A.4.1 Assist the CITY in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued;
 - A.4.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents;
 - A.4.3 Consult with the CITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents;

A.4.4 Assist the CITY in evaluating bids or proposals and in assembling and awarding contracts for the Work. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction or Contractor Work Phase or upon cessation of negotiations with prospective Contractors.

A.5 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall provide the following Construction or Contractor Work Phase services:

A.5.1 GUERNSEY shall be the CITY's representative during the performance of the Project Work and until substantial completion of the Work. GUERNSEY shall have authority to act for the CITY only as provided in Exhibit A or as modified by a Task Order;

A.5.2 GUERNSEY shall respond to timely, properly prepared requests in writing from the Contractor for interpretation of the Project Plan or Construction Documents prepared by GUERNSEY;

A.5.3 GUERNSEY shall review and take appropriate action with respect to shop drawings or other submittals when required from the Contractor by the Project Documents, but only for the purposes of determining compliance with the information given in the Project Plan. Review shall not be for the purpose of approving the Contractor's means, methods, techniques, sequences of operation or safety precautions in accordance with the Work that remain the Contractor's responsibility;

A.5.4 GUERNSEY shall visit the Project Site at the times and intervals established in a Task Order to become generally familiar with the progress and quality of the Work completed; to determine in general if the Work is proceeding in a manner indicating the Work, when completed, will be in accordance with the Project Plan; and will report to the CITY (1) known deviations from the Project Plan or Contract Documents and the most recent construction schedule submitted by the Contractor, and (2) known defects and deficiencies observed in the Work. GUERNSEY shall not be required to make exhaustive or continuous inspections of the Work and shall not have control over, responsibility for, or charge of the construction means, methods, techniques, sequences, procedures, or for safety programs in connection with the Work;

A.5.5 GUERNSEY shall report to the CITY known deviations from the Project Plan or Construction Documents and known defects and deficiencies observed in the Work, but GUERNSEY shall not have responsibility for the Contractor's failure to perform the work in accordance with the Project Plan or Construction Documents or for the Contractor's acts or omissions;

A.5.6 GUERNSEY shall review and certify the amounts due the Contractor and shall issue certificates for payment. GUERNSEY's certificate for payment shall represent GUERNSEY's judgment that (1) the Work has proceeded to the extent represented; (2) the Contractor is entitled to payment; and (3) to GUERNSEY's best information and belief the quality of the Work is in accordance (subject to subsequent testing and correction of minor deviations and qualifications in the certificate) with the Project Documents. Certification of payment shall not be a representation that GUERNSEY has reviewed requisitions, payroll records or ascertained how or for what purpose the Contractor has used money previously paid;

A.5.7 When the Contractor informs GUERNSEY that the Project Work is completed, GUERNSEY shall inspect the project, prepare a list of Work requiring correction or completion, and furnish the list to the CITY. Upon notice from the Contractor that the listed Work has been completed, GUERNSEY shall make a

final inspection of the Project and inform the CITY about the balance owed the Contractor including any amounts needed to pay for final completion and correction of the Work.

SCHEDULE B - COMPENSATION

Compensation is defined by individual Task Orders

Additional Services (See Article 5)

GUERNSEY's current rate schedule is attached. This rate schedule will be modified on an annual basis.

SCHEDULE C - PAYMENT

Payment schedule is specified in Article 5 unless another payment schedule is defined by individual Task Orders

SCHEDULE D - INSURANCE

Special insurance requirements (if any) for projects are defined by individual Task Orders

SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION

Changes in governing law (if any) and changes in claims and disputes procedures (if any) are defined by individual Task Orders

SCHEDULE F – OTHER MODIFICATIONS

Other modifications (if any) are defined by individual Task Orders

Rate Schedule - C.H. Guernsey & Company			
June 2019			
Principal-in-Charge	\$200		
	<u>Senior</u>	<u>Project</u>	<u>Staff</u>
Project Manager	\$190	\$175	\$150
Project Coordinator	\$125	\$105	\$90
Chemical Engineer	\$195	\$178	\$168
Process Engineer	\$184	\$163	\$147
Mechanical Engineer	\$195	\$165	\$130
Fire Protection Engineer	\$195	\$165	\$130
Electrical Engineer	\$195	\$165	\$130
Civil Engineer	\$190	\$160	\$125
Water Resources Planner/Engr	\$184	\$152	\$126
Structural Engineer	\$195	\$160	\$125
Architect	\$190	\$160	\$125
Interior Design Architect	\$150	\$110	\$80
Regulatory Compliance Specialist	\$163	\$147	\$126
Environmental Engineer	\$168	\$126	\$95
Geologist/Hydrogeologist	\$168	\$126	\$95
Environmental Scientist/Planner	\$147	\$126	\$81
Urban Planner	\$173	\$137	\$105
Landscape Architect	\$137	\$105	\$90
Ecologist	\$147	\$115	\$95
Environmental Compliance Specialist	\$147	\$115	\$95
Safety Compliance Specialist	\$158	\$115	\$95
Engineer II / Engineer Intern	\$121	\$105	\$84
Specification Writer	\$121	\$105	\$84
Cost Estimator	\$130	\$110	\$90
Right-of -Way Agent	\$121	\$105	\$84
Designer	\$121	\$110	\$95
Inspector	\$116	\$104	\$94
Design Technician/CADD	\$130	\$100	\$81
Document Control/Word Processing	\$105	\$85	\$70
Administrative Support	\$58	\$50	\$44
Student Intern	-	\$56	\$44

Rates are adjusted on an annual basis each January 1st

15% Mark-up on all Subcontractors

Expenses (printing, mailing, etc.) reimbursed at cost

Letter Size: B&W = 0.10/Ea; Color = 0.20/Ea

11x17 Size: B&W = 0.20/Ea; Color = 0.40/Ea

Plots: B&W = 0.30/SF; Color = 0.80/SF; Color Glossy = 1.75/SF

Mileage charges @ Current IRS rate/mile

Equipment schedule available as necessary

Expert witness @ 50% surcharge

**TASK ORDER 001
Multi-purpose Athletic Facility**

This Task Order is subject to the Master Agreement between C. H. Guernsey & Company (GUERNSEY) and the City of Midwest City, a municipal corporation (Client) dated _____, 2019 and provides supplemental Schedules for Site Masterplanning and Concept-Level Design.

SCHEDULE A – SCOPE OF SERVICES

This Task Order includes only the following phases (see Article 1 of GUERNSEY’s Master Agreement with Client):

See ATTACHMENT A – PROJECT SCOPE.

SCHEDULE B – COMPENSATION

Compensation for services described in Schedule A shall be lump sum as follows:

<u>Description</u>	<u>Amount</u>
Site Masterplanning Phase.....	\$ 58,675.00
Concept-Level Design Phase	\$ 52,225.00
TOTAL	\$ 110,900.00

SCHEDULE C – PAYMENT

Invoice amounts shall be based on an estimated percentage of completion based upon the amounts set forth above. Payments shall be rendered in accordance with Paragraph 5.3 of the Master Agreement.

SCHEDULE D – INSURANCE

No Changes from Master Agreement.

SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION

No Changes from Master Agreement.

SCHEDULE F – OTHER MODIFICATIONS

Notwithstanding other provisions of Paragraph 1.7.2, Paragraph 1.7.2.b shall be amended as follows:

- b. Final Design Phase services, if requested by the Client, shall be covered by a separate Task Order.

Notwithstanding other provisions of Paragraph 11.5 of the Master Agreement, Paragraph 11.5 shall be amended as follows:

Hardcopies and certain electronic files produced by GUERNSEY specifically for this Task Order shall be provided to the CITY and become the property of the CITY. GUERNSEY shall convert electronic

Autodesk Revit files to Autodesk AutoCAD format. AutoCAD, Microsoft Word, Microsoft Excel and Portable Document Format (PDF) electronic files shall be provided by GUERNSEY to the CITY. Notwithstanding the provisions of Paragraphs 1.5 and 11.4 of the Master Agreement, the CITY shall not restrict GUERNSEY's use of said electronic files in other work.

The representative authorized to act on behalf of each party with respect to this Task Order are:

For Client: _____

Title: _____

For GUERNSEY: Theron Smith


Title: Manager, Infrastructure Department

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of this _____ day of 2019.

Client Name

C. H. GUERNSEY & COMPANY

By: _____

By: 

Title: _____

Title: Sr. Vice President

ATTACHMENT A – PROJECT SCOPE

I PROJECT DESCRIPTION

The City of Midwest City (the **City**) passed four bond propositions August 28th, 2018. Proposition #3 included, among other projects, a new “Multi-purpose Athletic Facility” (the **Project**) to be located at 9300 SE 29th Street in Oklahoma City, OK (the **Site**). The **Site** consists of properties owned by a combination of the **City** and the Midwest City Memorial Hospital Authority. The **Site** falls within the city limits of the City of Oklahoma City, Oklahoma (**OKC**) and therefore subject to **OKC**’s jurisdiction regarding zoning, development, permitting, and related concerns.

The goal of the Multi-purpose facility is to host a wide variety of youth and adult sports to include larger, regional tournaments. The fields are to accommodate baseball, softball, lacrosse, football, and macro & micro soccer. It is anticipated title transfers, re-zoning, PUD amendments, special use permits, or a combination thereof may be required for development of the **Site**.

To facilitate scheduling more events with fewer weather delays, the **City** wishes to incorporate synthetic surfaces and field lighting. The goal of field lighting is to achieve the level of illumination practical and necessary to extend playing time into the evenings. Providing a level of illumination required for televised broadcasting is not required at this time.

This attachment describes site/facility masterplanning and concept-level design services to be provided by Guernsey and/or Guernsey’s subconsultants (collectively, the **Consultant**) in support of the **Project**. The **Consultant** agreement includes the option to add engineering/architectural design, bidding support, and construction phase services by amendment. Said amendment shall be negotiated separately and subject to approval by the **City**. Should the **City** elect not to exercise the option to amend this agreement, the services provided by the **Consultant** as described in this attachment are not anticipated to disqualify the **Consultant** from competing among other firms for follow-on design services.

II SCOPE OF SERVICES

A. SITE MASTERPLANNING PHASE

In the site masterplanning phase, the **Consultant** shall evaluate existing site conditions, identify physical, regulatory/permitting, and similar constraints, and develop 2-3 general site plan alternatives for review by the **City**. The **City** will select one alternative for the “Concept-Level Design Phase” described in section B. This site masterplanning phase specifically includes the following tasks:

A.1. Site Survey

The **City** shall obtain and provide a boundary and topographic survey covering the **Project** area for use by the **Consultant**. The survey information shall be provided in “Design Ready” AutoCAD, Civil 3D (2018 or later) format following A/E/C layering standards and in the Oklahoma State Plane NAD83(CORS96) horizontal coordinate system and NGVD88 vertical datum elevations. The **Consultant** shall assist the **City** in monitoring the survey

progress/results and reviewing the survey from an engineering design requirements perspective. The **Site** survey is anticipated to include:

A.1.a. Boundary Survey – the boundary survey shall consist of a boundary pin survey and “plat of survey” (**Plat**) meeting Oklahoma Minimum Standards for the practice of Land Surveying as currently adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. The **Plat** shall include boundary lines, parcel delineation lines, easements, right-of-way, and similar information recorded at the Oklahoma County Clerk’s office. The **Plat** shall also be provided in hardcopy and digital PDF format. The **Plat** shall be signed/sealed by a surveyor licensed to practice in the State of Oklahoma.

A.1.b. Topographic Survey – the topographic survey shall include all visible improvements and terrain data of sufficient detail and accuracy to support the ordinary design requirements of a project of this nature. Overhead utilities, as well as underground utilities inferred by visible surface evidence or sources identified below, shall be shown. Underground utility information shall include that obtained by the surveyor using the OKIE811 system and supplemented by other information requested by the surveyor and provided by utility owners. Gravity flow sewer information shall include invert elevation where accessible from manholes. Within floodplain areas, cross-sections of the floodplain shall be provided as would ordinarily be required to support HEC-RAS modeling. **Project** horizontal/vertical control points shall be set and depicted in the survey drawings to facilitate future construction staking by the construction contractor.

A.2. PUD/Zoning Support – Under a separate agreement, the **City** shall retain the services of an attorney to accomplish title transfers, re-zoning, PUD amendments, special use permits, and/or related services necessary to achieve **Project** goals. The **Consultant** shall provide technical support requested by the attorney (and approved by the **City**) not-to-exceed 8 manhours from the **Consultant**’s project engineer. Additional support, if requested by the **City**, may be negotiated separately. If all 8 manhours are not required for this task, the **Consultant** shall offer a deductive amendment to the **City** including the appropriate number of hours.

A.3. Project Definition & Project Requirements

The **Consultant** shall assist the **City** in formally defining tentative **Project** goals. The **Consultant** shall evaluate these goals in light of budget constraints, site conditions, regulatory/permitting requirements, and the requirements of sports clubs/authorities having jurisdiction over the targeted sports activities. The **Consultant** shall assist the **City** in verifying or amending the **Project** goals in light of these factors as appropriate. Specific services provided by the **Consultant** shall include:

A.3.a. Code Review – The **Consultant** shall identify federal, state, and local authorities having jurisdiction (**AHJ**) over the anticipated construction. Current regulatory, code, and permitting requirements pertaining to the **Project** shall be identified, listed, and summarized in a Code Review Report (**CRR**).

A.3.b. Sports Facility Requirements – The **Consultant** shall identify sports organizations, clubs, etc. that publish specifications or regulations pertaining to each targeted sports event. Current specification/regulations pertaining to the **Project** shall be identified, listed, and summarized in a Sports Facility Requirements Report (**SFRR**).

A.3.c. Order of Magnitude Cost (**OMC**) Data – The **Consultant** shall use readily available information obtained from similar projects to compile **OMC** for anticipated construction items relevant to the **Project**. The **OMC** will serve as the initial basis for the Project Definition & Project Requirements. (More refined data will be used in subsequent phases of the work.)

A.3.d. Facility Programming – The **Consultant** shall consolidate/analyze **Project** goals, code review, sports facility requirements, and **OMC** cost data to produce a facility programming document. The goal of the programming effort is to work collaboratively with the **City** to define and document, as much as is practical, proposed improvements in narrative form before initiating drawing production.

A.3.e. Utility Requirements – Based on the programming results, the **Consultant** shall estimate the anticipated peak demand for domestic water, fire suppression water, power, and natural gas utilities as well as sanitary sewer flows.

Communications and Internet Services – The **Consultant** shall contact 2-3 internet providers to determine services that may be available to the **Site** for communications and internet (including public access wi-fi). The **Consultant** shall note the findings in the report and indicate a corridor across the **Site** reserved for underground communication/internet facilities.

A.3.f. Utility Capacity Analysis – The **Consultant** shall contact utility providers for those utilities serving the **Site**. The providers will be requested to provide current capacities and current peak demands at points of potential connection to **Site** services. The **Consultant** shall compare the anticipated peak demand to the available capacity of each utility and notify the **City** of deficiencies found.

The **City** has engaged a third party to design a new waterline that runs adjacent to the site. The **Consultant** shall assume the water supply for the **Project** will tie to this new line (once constructed) and that the new line will have adequate capacity for domestic and fire suppression needs for the **Project**.

The **Consultant** shall assist the **City** in communications with utility providers, including communications addressing deficiencies. The design of off-site utility improvements are not included in this scope but may be negotiated separately, if required.

A.3.g. Preliminary Geotechnical Investigations – The **Consultant** shall conduct preliminary geotechnical investigations with the goal of correlating County Soil Map data to potential subsurface conditions. This is anticipated to include approximately 4 borings, 20-feet deep in the multi-purpose sports facility area and 2 borings, 15-feet deep in potential detention/borrow areas within the floodplain. Laboratory testing shall include water content, Atterberg limits, percent passing No. 200 sieve, and chemical analysis (pH, sulfates, chloride ion, and resistivity).

Note: Additional (not included in this scope) borings and testing will be necessary for future design phases after specific locations and foundation types of improvements such as buildings and site/field lighting have been identified.

A.3.h. Preliminary Floodplain Investigations – Portions of the **Site** fall within the delineated floodplain. The **OKC** Code of Ordinances, Chapter 16 – Drainage and Flood Control (adopted March 26, 2019) stipulate drainage and flood measures extend beyond the strict limits of the delineated floodplain: *‘The floodprone area provisions of this chapter shall apply to all lands, tracts, parcels or lots in part or in whole which are traversed by, encompassed by or lying within 200 feet of the external boundaries of the delineated floodplain for that watercourse as shown on the official floodplain maps or an area deemed floodprone by the City Engineer.’* It is anticipated **OKC** will require detailed Hydrologic & Hydraulic (H&H) studies to include HEC-RAS computer modeling covering existing and proposed conditions.

OKC determines the need detention (and/or acceptability of fee in lieu of detention) on a case by case basis subject to update without notice. **OKC** responded by email to an inquiry regarding the applicability of detention to the Site stating *“If the total impervious area is more than 70% for a site equal or more than 2-ac., your client will need to provide detention facility”*. It is not anticipated proposed construction for the **Project** will result in impervious areas exceeding 70% of the total Site area at this time. This is based on the assumption the **City** selects permeable, artificial turf where artificial turf is desired and **OKC** concurs in their review process the selected material qualifies as permeable; i.e. not impermeable. As the work progresses and at major project milestones, the **Consultant** shall verify with **OKC** the requirements regarding detention have not changed. If the requirements for detention are found to change in the course of the work, the **Consultant** shall notify the **City**. A change in detention requirements may require a negotiated amendment in scope and fee.

The **Consultant** shall provide a HEC-RAS study to verify that any excavation or fill in the Zone A floodplain is in compliance with FEMA and city regulations. In addition, the **Consultant** shall establish finished floor elevations for the proposed buildings at least one foot above the 100-year urbanized flood elevation as determined by the HEC-RAS study.

The **Consultant** shall provide runoff and detention routing calculations to evaluate the option of configuring proposed borrow areas as detention facilities to reduce discharge at **City**-owned properties downstream of the Site.

The **Consultant** shall update the HEC-RAS study and detention assessment to incorporate the design information established in the Concept-Level Design Phase (Section B).

A.3.i. Traffic Impact Assessment – Recent experience suggests it is unlikely **OKC** will require a Traffic Impact Assessment (TIA) for the **Project**. **OKC** reserves the right to request a TIA should concerns on their part arise. Should the need for specialized traffic engineering and/or a TIA arise in the course of the **OKC** review process, these services may be provided as a separately negotiated scope and fee.

The **Consultant** shall consolidate the analysis performed in tasks A.3.a through A.3.i and summarize the conclusions in a “Project Definition” document. The Project Definition shall include, as backup, supporting documentation required above in a section of the report entitled “Project Requirements”. The **Consultant** shall update the Project Definition/Project Requirements documents (if required) as the work identified below progresses.

A.4. Phase 1 Environmental Site Assessment

The **Consultant** will perform a Phase I Environmental Site Assessment (ESA) in accordance with US EPA 40 CFR Part 312 “Standards and Practices for All Appropriate Inquiries” and ASTM 1527-13 “Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process”. The commencement and completion of the ESA shall be coordinated with the **City** with the goal being the ESA will be less than six months old at the anticipated date of land ownership transfers between the **City** and the Midwest City Memorial Hospital Authority affecting the **Site**.

A.5. Constraint Mapping

Using the survey described in section A.1 as a background, the **Consultant** shall prepare a “Constraint Map” indicating known legal, physical, floodplain, and environmental concerns identified in previous tasks. The Constraint Map shall identify the types and extents of conditions believed to prohibit or severely limit proposed Site improvements.

A.6. Site Plan Alternatives

Using the information developed in tasks A.1 through A.5, the **Consultant** shall prepare 2-3 general, preliminary site plan alternative drawings for review/consideration by the **City**. These alternatives are anticipated to be similar in scope and with the main differences being variations in aspects of site circulation, proximity to Site boundaries, utility connection locations, parking/drives, and space available for future expansion. Depictions of buildings shall be limited to approximate footprints. The construction costs of the alternatives are anticipated to be comparable, with the exception being the cost of grading/earthwork. At this stage, the relative earthwork/grading costs of each alternative shall be established (ranked highest to lowest). The **City** will select one preferred alternative to advance to the “Concept-Level Design” phase. The earthwork quantities/costs shall be developed more fully in the following phase.

B. CONCEPT-LEVEL DESIGN PHASE

The preferred alternative identified by the **City** in the previous phase shall advance to the Concept-Level Design Phase. In this phase, preliminary drawings, performance/prescriptive specifications, and concept-level construction cost estimates shall be developed. These items will be developed in parallel with the goal of defining and communicating a **Project** design the **City** and the **Consultant** believe (not guarantee) is achievable within the **Project** budget.

B.1. Preliminary drawings shall include:

- Sports Field Layouts depicting:
 - sports field fencing and striping
 - sports field appurtenances such as bases, goals, etc.

- turf and surface type limits, dimensioning and designations
- minimum/maximum slopes and drainage features
- sports field lighting
- Overall site plan(s) depicting:
 - access drives, fire suppression, and maintenance/supply routes
 - parking facilities, sidewalks, and other paved areas
 - ticketing facility (footprint), perimeter fencing, and site lighting
 - footprint/location of dugouts, batting cages, and warm-up areas
 - footprint/location of spectator seating areas
 - footprint/location of shade structures
 - footprint/location of picnic and/or pavilion areas
 - footprint/location of a maintenance/storage facility
- Preliminary grading plans insofar as necessary to determine approximate earthwork quantities and drainage improvements depicting:
 - contours and spot elevations
 - major retaining walls (if needed)
 - major drainage structures
 - designated earthwork on-site borrow areas (if available)
- Landscape plans/drawings including:
 - Facility entrance and signage
 - Trees, shrubs, plantings and other vegetative materials
 - Site furniture and signage
- Preliminary architectural drawings of a combined concession, restroom, and office building (Central Building) including:
 - dimensioned floorplan
 - building sections
 - elevations
- Color, computer-assisted visualization/communication aids shall be provided to include:
 - Color aerial view of the conceptual site plan and contextual surroundings
 - Eye-level perspective of the approach to the sports complex
 - Eye-level perspective of the Central Building
- Structural, Mechanical, Electrical, and Plumbing drawings shall be developed/included insofar as required to communicate the basic design concepts featured in the site plans and architectural drawings.

B.2. Specifications

The **Consultant** shall develop and provide performance and/or prescriptive specifications insofar as necessary to communicate the intent of the concept-level design and develop/support construction cost estimates. These specifications may be depicted as notes on drawings or as a narrative in the Project Definition document as the Consultant deems appropriate.

B.3. Opinion of Probable Cost

The **Consultant** shall develop and provide an Opinion of Probable Cost (estimate) for construction. The estimate shall include a level of detail commensurate with this stage in the development of the design. The estimate may include allowances for items not yet identified

and/or quantified in the design. The estimate shall cover **Project** construction costs only. Additional funds may be required to cover contingencies, off-site utility improvements, utility relocations, right-of-way costs, permit fees, inspection, sampling/material testing, construction administration, unforeseen field conditions, etc.

B.4. Final Submission

The **Consultant** shall update the Project Definition/Project Requirement documents as required throughout the concept-level design phase. The updated documents along with the Concept-Level-Design documents shall be submitted to the **City** for review. The **Consultant** shall incorporate **City** comments and provide a complete set of updated documents to the **City**.

C. COMMUNICATIONS/MEETINGS

Teleconferences; online, web-facilitated meetings; file transfers and periodic updates; emails, and similar forms of collaboration between the **Consultant** and the **City** shall be considered routine communications and incidental to other tasks identified above. The **Consultant** shall conduct and/or participate in specific meetings identified below:

C.1. Kickoff Meeting

Following the notice-to-proceed and at a time/date convenient to the **City**, the **Consultant** shall attend a project kickoff meeting at **City** facilities. The kick-off meeting shall include key project staff from the **Consultant** team. The intent is to establish lines of communication, discuss specific tasks/project schedules, and to obtain any **City**-provided data pertinent to the **Project** that has not already been acquired. Following the kick-off meeting, **Consultant** and **City** staff shall conduct a field reconnaissance of the **Site**. The reconnaissance shall include photo-documentation of significant field conditions.

C.2. Site Masterplanning Review Conference

Following the submission of Site Masterplanning documents, at a time/date convenient to the **City**, the **Consultant** shall attend a submittal review meeting at **City** facilities. The goal of this meeting is for the **Consultant** to answer questions the **City** may have, clarify **City** comments, and assist the **City** in selecting the preferred site plan alternative.

C.3. Concept-Level Design Review Conference

Following the submission of the Concept-Level Design documents and at a time/date convenient to the **City**, the **Consultant** shall attend a submittal review meeting at **City** facilities. The goal of this meeting is for the **Consultant** to answer questions the **City** may have, clarify **City** comments prior to the Final Submission described in task B.10.

III SCHEDULE

The **Consultant** shall commence work on the **Project** immediately upon execution of this agreement and issuance of notice-to-proceed. The **Consultant** shall coordinate and cooperate with the **City**, the surveyor retained by the **City** concerning task A.1, the attorney retained by the **City** concerning task A.2, utility owners, and **AHJ** to maintain continuous progress throughout from notice-to-proceed to Final Submission. The goal is to complete Final Submission on or before October 15, 2019.



Public Works Administration
R. Paul Streets
Acting Public Works Director
rstreets@midwestcityok.org
8730 S.E. 15th Street
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Acting Public Works Director

Date: July 09, 2019

Subject: Discussion and consideration of renewing a contract, with modifications, for FY 2019-2020 Public Works General and Emergency Services with Silver Star Construction Company in the budgeted amount of \$281,077.50.

The Public Works General and Emergency Services contract with Silver Star Construction Company is an annual five (5) year contract with provisions for total of ten (10) annual renewals. This is the sixth year for renewal of this contract. Silver Star has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 2019-2020. In FY 18-19 \$131,560.50 was encumbered for Public Works General and Emergency Services.

The following is an itemized list of rate adjustments:

Price Increase Adjustments:

LABOR RATES

STAFF ENGINEER From 201.00 To 205.82
SENIOR PROJECT MANAGER From 75.10 To 76.90
PROJECT SUPERINTENDENT From 47.50 To 48.64
EQUIPMENT OPERATOR From 25.80 To 26.42
LABORER From 22.80 To 23.35
CONCRETE FINISHERS From 30.85 To 31.59
LICENSED SURVEYOR AND FIELD CREW From 164.00 To 167.94

CONCRETE PAVING REPAIRS

100 to 20 SY (6"DEPTH) From 54.25 To 58.70
100 TO 200 SY (8" DEPTH) From 63.00 To 67.65
100 TO 200 SY (10" DEPTH) From 70.25 To 74.65
201 TO 500 SY (6" DEPTH) From 51.00 To 55.55
201 TO 500 SY (8" DEPTH) From 58.65 To 63.40
201 TO 500 SY (10" DEPTH) 65.95 To 70.40
500 TO 1000 SY (6" DEPTH) From 46.20 To 51.10
50 TO 1000 SY (8" DEPTH) From 54.05 To 59.61
500 TO 1000 SY (10" DEPTH) From 61.00 To 66.20
CURB AND GUTTER (LESS THAN 100 L.F.) From 52.10 To 54.85
CURB AND GUTTER (OVER 100 L.F.) From 38.60 To 39.25
SIDEWALKS (4" THICK LESS THAN 100 S.Y.) From 75.80 To 80.50

SIDEWALKS (4" THICK MORE THAN 100 S.Y.) From 67.40 To 72.35
ADDL COST PER CUBIC YARD FOR From 9.40 To 10.45

ASPHALT PAVING CONSTRUCTION AND REPAIR RATES

100 TONS PER DAY MIN. From 54.30 To 55.60
101 TO 200 TONS PER DAY From 37.85 To 38.76
201 TO 400 TONS PER DAY From 23.15 To 23.71
401 TO 700 TONS PER DAY From 12.80 To 13.11
701 TONS AND OVER PER DAY From 9.45 To 9.68
TRACKLESS TACK COAT From 7.95 To 8.14
TYPE S3 PER TON (MATERIAL ONLY) From 51.64 To 51.95
TYPE S4 PER TON (MATERIAL ONLY) From 55.85 To 57.75
TYPE S5 PER TON (MATERIAL ONLY) From 56.51 To 59.25
FREIGHT FOR ASPHALT WITHIN MWC
(14 TON HOURLY EQUIPMENT RATES) From 7.45 To 7.63

OTHER COMMON USED MATERIALS

AGGREGATE BASE ROCK From 34.50 To 35.62
RECYCLED CONCRETE BASE ROCK From 22.00 To 22.62
RIP RAP STONE (18" SIZE ODOT SPECS) From 57.00 To 58.12
CEMENT KILN DUST From 67.40 To 68.02
SAND FOR ICE CONTROL From 22.40 To 23.27

The above supply rate increases are a direct result of the increased cost of oil and fuel.

This contract may be used by multiple departments for contracting of public works projects including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements; park improvements; drainage improvements; sidewalk replacement; excavation; snow, ice, trash and debris removal, right of way maintenance and mowing; emergency services; and any special projects as deemed necessary by the City or Midwest City.

In FY 19-20 funds will be available to be encumbered for Public Works General and Emergency Services.

Staff recommends approval.



R. Paul Streets
Acting Public Works Director

Attachment: Renewal Agreement Letter



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

April 29, 2019

Silver Star Construction Co., Inc.
Mr. Steve Shawn
2401 S. Broadway
Moore, OK 73160

“Public Works General and Emergency Services”

Contract for Public Works General and Emergency Services, including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City and Midwest City Municipal Authority.

Dear Mr. Shawn:

It is time to re-new the City and Midwest City Municipal Authority contracts for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Public Works Director

_____ Yes, we agree to continue the present contract with modifications (see attached).

 X No, we are not able to continue the present contract without modification.

Sign: Shawn Title: V.P. Date: 6/20/19 (see attached)

Silver Star Construction Co., Inc

2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / 1-800-375-1725 / Fax (405) 793-9989

6-26-19

The City of Midwest City
8730 S.E. 15th Street
Midwest City, OK 73110

Attn: Mr. Vaughn Sullivan

Re: Contract renewal

Please review our proposed contract renewal costs for fiscal year 2019 / 2020. As you review the proposal you will notice that we have been able to hold the costs on a great many items. We are requesting a 2.4% percent increase in our base contract costs to fund a modest pay increase for our employees per the Southwest CPI city average for the last calendar year. In our competitive hiring construction market the labor rates have increased over 6% for laborers and CDL truck drivers.

There are a few construction material increases as well that also stem from cost increases from the material suppliers in general i.e.: aggregate stone costs, concrete and an increase asphalt prices due to rising oil affecting the pricing of asphaltic cement at this time. *(As per our contract if oil and asphaltic cement prices fall we will lower the cost of the asphalt accordingly)*

Please review these costs, and let me know if you have any questions. I do want to thank you for the opportunity to serve the City of Midwest City for another year. From myself and our approximately two hundred and twenty employee owners at Silver Star Construction Company, we appreciate our long relationship with the City of Midwest City and thank you for selecting us to be your public works contractor.

Sincerely



Tim Caudle



City of MWC Emergency Services

Description	Current Price	Proposed Updated Price
	2018	2019

LABOR RATES

STAFF ENGINEER	201.00	205.82
SENIOR PROJECT MANAGER	75.10	76.90
PROJECT SUPERINTENDENT	47.50	48.64
EQUIPMENT OPERATOR	25.80	26.42
LABORER	22.80	23.35
CONCRETE FINISHERS	30.85	31.59
LICENSED SURVEYOR AND FIELD CREW	164.00	167.94

Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase

CONCRETE PAVING REPAIRS

100 TO 200 SY (6" DEPTH)	54.25	58.7
100 TO 200 SY (8" DEPTH)	63.00	67.65
100 TO 200 SY (10" DEPTH)	70.25	74.65
201 TO 500 SY (6" DEPTH)	51.00	55.55
201 TO 500 SY (8" DEPTH)	58.65	63.40
201 TO 500 SY (10" DEPTH)	65.95	70.40
500 TO 1000 SY (6" DEPTH)	46.20	51.10
500 TO 1000 SY (8" DEPTH)	54.05	59.61
500 TO 1000 SY (10" DEPTH)	61.00	66.20
CURB AND GUTTER (LESS THAN 100 L.F.)	52.10	54.85
CURB AND GUTTER (OVER 100 L.F.)	38.60	39.25
SIDEWALKS (4" THICK LESS THAN 100 S.Y.)	75.80	80.50
SIDEWALKS (4" THICK MORETHAN 100 S.Y.)	67.40	72.35
ADDL COST PER CUBIC YARD FOR H.E. CONCR	9.40	10.45

Includes 2.4% CPI Increase & \$7.00 per CY Concrete Increase
 Includes 2.4% CPI Increase & \$7.00 per CY Concrete Increase
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ASPHALT PAVING CONSTRUCTION AND REPAIRS

100 TONS PER DAY MIN.	54.30	55.60
101 TO 200 TONS PER DAY	37.85	38.76
201 TO 400 TONS PER DAY	23.15	23.71
401 TO 700 TONS PER DAY	12.80	13.11
701 TONS AND OVER PER DAY	9.45	9.68
TRACKLESS TACK COAT	7.95	8.14
TYPE S3 PER TON (MATERIAL ONLY)	51.64	51.95
TYPE S4 PER TON (MATERIAL ONLY)	55.85	57.75
TYPE S5 PER TON (MATERIAL ONLY)	56.51	59.25
FREIGHT FOR ASPHALT WITHIN MWC (14 TON HOURLY EQUIPMENT RATES)	7.45	7.63

Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase
 Includes 2.4 % CPI Increase
 Rock & AC Increase
 Rock & AC Increase
 Rock & AC Increase
 Includes 2.4 % CPI Increase

HOURLY EQUIPMENT RATES

ROAD GRADER	91.50	No Change
FRONT END LOADER	85.70	No Change
SOIL COMPACTOR	69.25	No Change
WATER TRUCK	51.40	No Change
DUMP TRUCKS	56.15	No Change
DEMOLITION TRUCKS & TRAILERS (40CY)	84.75	No Change
DEMOLITION TRUCKS & TRAILERS (70CY)	115.00	No Change
SELF LOADING KNUCKLE BOOM TRUCKS (45CY)	103.00	No Change
TRAILER MOUNTED WOOD CHIPPER (CHIPS UP TO 8" DIA)	61.00	No Change
SEMI TRAILER END DUMPS	73.00	No Change
TRACK MOUNTED BACKHOE (90,000 LBS)	199.00	No Change
TRACK MOUNTED BACKHOE (60,000 LBS)	169.00	No Change
SCRAPER (61.5 CAT OR EQUAL)	152.00	No Change
SKID STEER LOADER	52.00	No Change
ROAD RECLAIMER	188.85	No Change
CMI RS 500 RECLAIMER	277.40	No Change
BACKHOE	56.00	No Change
STREET SWEEPER	125.00	No Change
BULLDOZER (D-7H OR EQUAL)	197.00	No Change
BULLDOZER (D-6H OR EQUAL)	149.00	No Change
BULLDOZER (DEERE 400)	85.00	No Change
GRADE-ALL (OR SIMILAR TYPE EXCAVATOR)	140.00	No Change
TREE SPADE TRUCK	85.00	No Change
MILLING MACHINE	325.00	No Change
TRACTOR LOADER / BOX BLADE	60.00	No Change
SALT & SAND DISTRIBUTION TRUCK	85.00	No Change
TRACTOR MOWER BAT-WING CONFIGURATION	65.00	No Change
BUCKET TRUCK	105.00	No Change
AIR CURTAIN BURNER	30.00	No Change
TUB GRINDER (MIN 750HP)	915.00	No Change
EXTRA CREW TRUCKS AS NEEDED (3/4 TON PICK UP)	81.00	No Change
OTHER COMMON USED MATERIALS		
AGGREGATE BASE ROCK	34.50	35.62
RECYCLED CONCRETE BASE ROCK	22.00	22.62
RIP RAP STONE (18" SIZE ODOT SPECS)	57.00	58.12
CEMENT KILN DUST	67.40	68.02
SAND FOR ICE CONTROL	22.40	23.27
BOND RATES PER THOUSAND DOLLARS	9.00	No Change
EMERGENCY SERVICES		
VEGETATIVE DEBRIS REM PER CY (EXCLUDE TIPPING FEE)	28.40	No Change

Includes 2.4 % CPI Increase & \$0.50 increase in aggregate prices

Includes 2.4 % CPI Increase

Includes 2.4 % CPI Increase & \$0.50 increase in aggregate prices

Includes 2.4 % CPI Increase

Includes 2.4 % CPI Increase & \$0.25 increase in aggregate prices

VEGETATIVE DEBRIS REM PER CY (INCLUDE TIPPING FEE)	34.95	No Change
VEGETATIVE DEBRIS REM PER TON (EXCLUDE TIPPING FEE)	186.80	No Change
VEGETATIVE DEBRIS REM PER TON (INCLUDE TIPPING FEE)	215.34	No Change
TRIMMING OF HAZARDOUS TREES & LIMBS	127.10	No Change
TREE REMOVAL (0-24" DBH PER TREE)	400.00	No Change
TREE REMOVAL (24-48" DBH PER TREE)	787.00	No Change
TREE REMOVAL (> 48" DBH PER TREE)	1,195.00	No Change
C & D STORM DEBRIS REMOVAL PER CY	32.70	No Change
C & D STORM DEBRIS REMOVAL PER TON	88.79	No Change

NON-EMERGENCY CURBSIDE DEBRIS CLEAN UP

VEGETATIVE DEBRIS REM PER CY (EXCLUDE TIPPING FEE)	24.00	No Change
VEGETATIVE DEBRIS REM PER CY (INCLUDE TIPPING FEE)	30.55	No Change
VEGETATIVE DEBRIS REM PER TON (EXCLUDE TIPPING FEE)	165.00	No Change
VEGETATIVE DEBRIS REM PER TON (INCLUDE TIPPING FEE)	192.49	No Change
C & D STORM DEBRIS REMOVAL PER CY	25.05	No Change
C & D STORM DEBRIS REMOVAL PER TON	130.49	No Change

Van Eaton Ready Mix, Inc.

Quote

PO Box 1058
 Shawnee, OK 74802
 Grady Reece (Sales)
Grady@vaneatonreadymix.com

Phone: 405-214-7450
 Fax: 405-733-1654
 Cell: 405-620-2607

Project Name: MIDWEST CITY EMERGENCY SERVICES
 Date: 6/19/2019
 Location MWC

Description: 2019 Pricing
 Distance from plant
 Project ID#

Item	Description	Qty	Price/Yd
Concrete	MRWR NOT INCLUDED IN PRICING UNLESS NOTED		
	3500 PSI		\$98.00
	3500 7DAY HE		\$106.00
	3500 3DAY HE		\$114.00
Escalator;	\$7.00 will be applied JUNE 1st, 2020		
Additives	Ice 90 degree	per yd	\$14.00
	Ice 85 degree	per yd	\$21.00
	Retarder	1%	\$2.50
	Hydration Stabilizer	1 hour delay	\$3.25
	Hydration Stabilizer	2 hour delay	\$6.50
	Heated Water	1	\$4.00
	Non Chloride Accelerator	1%	\$4.00
	*Mid-Range Water Reducer (over a 5" slump)	1	\$3.00
	STANDARD COLORS	per lb.	\$2.75
	#67 Stone	1	\$3.00
	3/8" PUMP MIX	per yd	\$7.00
	Straight Cement	1	\$4.00
	Mono Fibers	per yd	\$5.50
	Structural Fibers (Macro)	per lb.	\$6.00

This Quote Does Not Include Any Applicable Sales Tax.

Color washout fee is \$50 per truck on standard colors, \$100 per truck for black.

A truck time fee of \$60 per hour will be added to any invoice in which a mixer is on job site for more than 1 hour. A fee of \$75 per hour after the second hour on site.

Delivery fee of \$100 will be applied to call back orders following a piece load.

A delivery fee of \$75 will be applied on loads of 4 yards or less.

Van Eaton Ready Mix, Inc.

Quote

PO Box 1058
 Shawnee, OK 74802
 Grady Reece (Sales)
Grady@vaneatonreadymix.com

Phone: 405-214-7450
 Fax: 405-733-1654
 Cell: 405-620-2607

Project Name: MWC EMERGENCY SERVICES
 Date: 5/9/2018
 Location MWC

Description:
 Distance from plant
 Project ID#

Item	Description	Qty	Price/Yd
Concrete	MRWR NOT INCLUDED IN PRICING UNLESS NOTED		
	3500 PSI		\$91.00
	3500 7DAY HE		\$99.00
	3500 3DAY HE		\$107.00
Escalator;	\$7.00 will be applied JUNE 1st, 2020		
Additives	Ice 90 degree	per yd	\$14.00
	Ice 85 degree	per yd	\$21.00
	Retarder	1%	\$2.50
	Hydration Stabilizer	1 hour delay	\$3.25
	Hydration Stabilizer	2 hour delay	\$6.50
	Heated Water	1	\$4.00
	Non Chloride Accelerator	1%	\$4.00
	*Mid-Range Water Reducer (over a 5" slump)	1	\$3.00
	STANDARD COLORS	per lb.	\$2.75
	#67 Stone	1	\$3.00
	3/8" PUMP MIX	per yd	\$7.00
	Straight Cement	1	\$4.00
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A delivery fee of \$75 will be applied on loads of 4 yards or less.

GENERAL MATERIALS, INC.

QUALITY SAND FOR THE BUILDING AND PAVING INDUSTRY

P.O. Box 75608
 Oklahoma City, OK 73147
 Phone: (405) 947-6068
 Fax: (405) 947-6068

JANUARY 1, 2019 Sand & Gravel Prices

Loading Hours:

6:30 AM to 4:00 PM

Monday thru Friday

All Prices are Net – No Discount

Prices are per English Ton (2,000 lbs)

\$10.00 Minimum Charge per load per product

All Prices are F.O.B. Plant

Subject to sales tax (8.375%)

All Products are subject to availability

Product Description	Per Ton	
	MacArthur Plant 15800 S. MacArthur	63 rd St. Plant 8748 N.E. 63 rd
Concrete Sand	\$12.75	\$12.75
ODOT Granular Backfill	\$12.75	\$12.75
Mason Sand	\$11.75	\$11.75
Washed Fill Sand	\$6.25	\$6.25
Asphalt Sand	\$6.25	\$6.25
ODOT Standard Bedding	\$6.25	\$6.25
Fill Sand	\$5.50	\$5.50
Fill Dirt	\$5.50	\$5.50
Topsoil	N/A	\$20.00*
<u>Washed Gravel</u>		
Minus 1/8"	\$28.00	
3/8" to 1/8"	\$28.00	N/A
5/8" to 3/8"	\$28.00	N/A
1 1/2" to 5/8"	\$28.00	N/A
2 1/2" to 1 1/2"	\$28.00	N/A

*Price subject to change

GENERAL MATERIALS, INC.

QUALITY SAND FOR THE BUILDING AND PAVING INDUSTRY

P.O. Box 75608
 Oklahoma City, OK 73147
 Phone: (405) 947-6069
 Fax: (405) 947-6068

JANUARY 1, 2017 Sand & Gravel Prices

Loading Hours: 6:30 AM to 4:00 PM
 Monday thru Friday
 All Prices are Net – No Discount
 Prices are per English Ton (2,000 lbs)
 \$10.00 Minimum Charge per load per product

All Prices are F.O.B. Plant
 Subject to sales tax (8.375%)

All Products are subject to availability

<u>Product Description</u>	MacArthur Plant 15800 S. MacArthur Per Ton	63 rd St. Plant 8748 N.E. 63 rd Per Ton
Concrete Sand	\$12.50	\$12.50
ODOT Granular Backfill	\$12.50	\$12.50
Mason Sand	\$11.25	\$11.25
Washed Fill Sand	\$5.75	\$5.75
Asphalt Sand	\$5.75	\$5.75
ODOT Standard Bedding	\$5.75	\$5.75
Fill Sand	\$5.25	\$5.25
Fill Dirt	\$5.25	\$5.25
Topsoil	N/A	\$20.00*
<u>Washed Gravel</u>	*Price subject to change	
Minus 1/8"	\$25.00	N/A
3/8" to 1/8"	\$25.00	N/A
5/8" to 3/8"	\$25.00	N/A
1 1/2" to 5/8"	\$25.00	N/A
2 1/2" to 1 1/2"	\$25.00	N/A



Dolese

Davis Price List
Effective 1 July 2018

13704 Dolese Plant Road, Davis, OK 73030
2AM-8PM M-F 4AM - NOON SATURDAY

CODE	DESCRIPTION	PRICE PER TON (2,000 lbs per ton)
ST5100	Screenings	\$6.50
ST4060	Stone Sand	\$8.25
ST3090	3/8" PUCM	\$12.00
ST3100	3/8" #2 Cover	\$11.40
ST4150	3/8" #2 Cover Washed	\$11.90
ST4080	3/8" Rinsed Shot	\$9.75
ST3140	5/8" #3 Cover	\$11.05
ST4300	5/8" #3 Cover Washed	\$11.55
ST3170	5/8" #3-C Cover	\$11.35
ST4375	5/8" #3-C Cover Washed	\$11.55
ST4350	5/8" ASTM Size #7 Washed	*CFP
ST3230	3/4" #1 Cover	\$11.15
ST4475	3/4" #1 Cover Washed	\$11.55
ST3300	1" #67	\$10.00
ST4500	1" #67 Washed	\$11.00
ST3330	1" TBSC Type A	\$9.55
ST3310	1" Drainage Material(RDM)	*CFP
ST3510	1 1/2" #57	\$8.15
ST4650	1 1/2" #57 Washed	\$9.15
ST3356	1 1/2" Mill Run #8	\$8.80
ST3430	1 1/2" ODOT Base Type A	\$8.80
ST3445	1 1/2" ODOT Base Type B	*CFP

CODE	DESCRIPTION	PRICE PER TON (2,000 lbs. per ton)
ST3520	1 1/2" Coarse Stone	\$9.00
ST4750	1 1/2" Coarse Stone Washed	\$9.50
ST3760	2" Coarse Stone	\$9.70
ST3730	2" ASTM Size #4	*CFP
ST3700	2" ASTM Size #467	*CFP
ST4900	2" ASTM Size #4 Washed	\$11.40
ST3620	2" Mill Run #9	*CFP
ST3820	4" ODOT Filter Blanket	\$11.60
ST7100	3" Surge	\$9.80
ST7400	6" Surge	\$9.80
ST5400	1" Crusher Run	\$6.85
ST5450	1 1/2" Crusher Run	\$6.85
ST5550	2 1/2" Crusher Run	\$7.10
ST5650	3 1/2" Crusher Run	\$8.10
ST5700	Mixed Crusher Run	\$6.85
ST8900	Shot Down Rock	\$9.70
ST8150	8" Gabion Stone	\$19.75
ST8200	12" Select Riprap	\$19.75
ST8300	18" Select Riprap	\$19.75
ST8400	24" Select Riprap	\$19.75
ST8500	30" Select Riprap	\$19.75
ST8600	36" Select Riprap	\$19.75
ST3040	Agstone 70% ECCE Dry	\$11.75

*CFP = CALL AGGREGATE SALES FOR PRICING 405-297-8224

Prices are subject to change without notice. Note- Even though prices are shown for numerous sizes, we do not warrant that all sizes are available for immediate delivery upon request.



Trumbull Invoice

OWENS CORNING SALES, LLC
ONE OWENS CORNING PARKWAY
TOLEDO OH 43658-0001
00005092

Page 1 of 1
Invoice No. 906273675
Invoice Date 04/01/2019

Payment Information

Invoice To:
PAVING MATERIALS INC
2401 S BROADWAY
MOORE OK 73160-6202
USA

Remit To:
Owens Corning Sales LLC
P.O. Box 845229
Dallas TX 75284-5229
USA

Customer Order No 325
Owens Corning Order No. 82465383
Order Date 03/28/2019
Currency USD
Payment Terms
Net 30 Days.

Amount due by 05/01/2019 11,776.00

Customer Information

Shipped To: 1046134
PAVING MATERIALS INC
2401 S BROADWAY
MOORE OK 73160-6202
USA

Sold To: 1046134
PAVING MATERIALS INC
2401 S BROADWAY
MOORE OK 73160-6202
USA

Payer: 1046134
PAVING MATERIALS INC
2401 S BROADWAY
MOORE OK 73160-6202
USA

Shipment Information

Date Shipped 04/01/2019
Shipped From Oklahoma City Asphalt Plant
Bill of Lading 8503585124
Terms of Delivery EXW ORIGIN
Shipping Condition CPU-Customer Owned
Gross Weight 51,200.000 LB / 23,224.320 KG
Net Weight 51,200.000 LB / 23,224.320 KG

Invoice Detail

Item	Material Description	Orig. Ctry	Unit Price	Billing Quantity	Delivery Quantity	Amount
010	362317 (362317) 64-22 PAVING ASPHALT	US	460.00 USD/1 TON	51,200.000 LB (2,000.0000000000 LB = 1 TON)	51,200.000 LB (51,200.000 LB)	11,776.00

Amount due by 05/01/2019 11,776.00

If you have questions regarding this document, contact

jonna.groves@owenscorning.com

or call 517-230-4365

Unless otherwise expressly agreed in writing, all transactions shall be governed by the Owens Corning Standard Terms and Conditions for the Sale of Goods and/or Services, available at <https://w.owenscorning.com/naslstrms>.



Trumbull Invoice

OWENS CORNING SALES, LLC
ONE OWENS CORNING PARKWAY
TOLEDO OH 43659-0001
050005092

4/10 23.72 F
Page 1 of 1
Invoice No. 905891067
Invoice Date 04/10/2018

Payment Information

Invoice To:
PAVING MATERIALS INC
2401 S BROADWAY
MOORE OK 73160-6202
USA

Remit To:
Owens Corning Sales LLC
P.O. Box 845229
Dallas TX 75284-5229
USA

Customer Order No 325
Owens Corning Order No. 82044346
Order Date 03/23/2018
Currency USD
Payment Terms Net 30 Days.

Amount due by 05/10/2018 **7,709.00**

Customer Information

Shipped To: 1046134
PAVING MATERIALS INC
2401 S BROADWAY
MOORE OK 73160-6202
USA

Sold To: 1046134
PAVING MATERIALS INC
2401 S BROADWAY
MOORE OK 73160-6202
USA

Payer: 1046134
PAVING MATERIALS INC
2401 S BROADWAY
MOORE OK 73160-6202
USA

Shipment Information

Date Shipped 04/10/2018
Shipped From Oklahoma City Asphalt Plant
Bill of Lading 8502968850
Terms of Delivery EXW ORIGIN
Shipping Condition CPU-Customer Owned
Gross Weight 47,440,000 LB / 21,518.784 KG
Net Weight 47,440,000 LB / 21,518.784 KG

Invoice Detail

Item	Material Description	Orig. Ctry	Unit Price	Billing Quantity	Delivery Quantity	Amount
010	362317 (362317) 64-22 PAVING ASPHALT	US	325.00 USD/1 TON	47,440.000 LB (2,000.0000000000 LB = 1 TON)	47,440.000 LB (47,440.000 LB)	7,709.00

Amount due by 05/10/2018 **7,709.00**

If you have questions regarding this document, contact

David.Bunker@owenscorning.com

or call 419-246-2851

Unless otherwise expressly agreed in writing, all transactions shall be governed by the Owens Corning Standard Terms and Conditions for the Sale of Goods and/or Services, available at <https://w.owenscorning.com/naslstms>.



City Manager's Office
Vaughn K. Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: July 9, 2019

Subject: Discussion and consideration of awarding a bid and entering into a contract for the first round of Moving Midwest City Forward 2018 G.O. bond asphalt street paving projects to A-Tech Paving Co., for a total amount of \$2,488,907.25.

On Tuesday June 11, 2019 the City of Midwest City, opened bids for the first round of Moving Midwest City Forward 2018 G.O. bond asphalt street paving projects. Silver Star Construction and A-Tech Paving submitted bids. A-Tech Paving submitted the lowest and best price meeting specifications.

A-Tech Paving is currently performing asphalt paving on the City of Oklahoma City Maps III projects and staff has received positive feedback about their performance.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Enc. Bid Tabulation Sheet

Item	Description	Description	Unit	Est Qty	Eng Estimate		A-Tech		Silverstar	
					Unit Price	Est	Unit Price	Est	Unit Price	Est
202(A)	1301	Unclassified Excavation	CY	783	\$ 6.20	\$ 4,854.60	\$ 18.00	\$ 14,094.00	\$ 50.00	\$ 39,150.00
202(D)	184	Unclassified Borrow	CY	432	\$ 7.11	\$ 3,071.52	\$ 18.00	\$ 7,776.00	\$ 35.00	\$ 15,120.00
303(A)	2100	Aggregate Base, Type "A"	CY	196	\$ 42.16	\$ 8,263.36	\$ 58.00	\$ 11,368.00	\$ 150.00	\$ 29,400.00
307(K)	4300	Stabilized Subgrade	SY	22880	\$ 4.85	\$ 110,968.00	\$ 5.90	\$ 134,992.00	\$ 8.50	\$ 194,480.00
	308	Shoulder Work with Millings	LF	12178	\$ 5.00	\$ 60,890.00	\$ 2.50	\$ 30,445.00	\$ 3.40	\$ 41,405.20
407(D)	401	(SP) NT Tack Material	GAL	13852	\$ 5.90	\$ 81,726.80	\$ 4.25	\$ 58,871.00	\$ 3.00	\$ 41,556.00
411(B)	5945	Superpave, Type S3 (PG 64-22 OK)	TON	8874	\$ 62.75	\$ 556,843.50	\$ 77.00	\$ 683,298.00	\$ 78.00	\$ 692,172.00
411(C)	5955	Superpave, Type S4 (PG 70-28 OK)	TON	1202	\$ 73.72	\$ 88,611.44	\$ 90.00	\$ 108,180.00	\$ 99.40	\$ 119,478.80
411(C)	5960	Superpave, Type S4 (PG 64-22 OK)	TON	8874	\$ 70.37	\$ 624,463.38	\$ 82.00	\$ 727,668.00	\$ 92.70	\$ 822,619.80
411(H)	6210	Superpave, Type S3 (Patch) (PG 64-22OK)	TON	697	\$ 110.82	\$ 77,241.54	\$ 225.00	\$ 156,825.00	\$ 145.00	\$ 101,065.00
	412	5267 Cold Milling Pavement	SY	31110	\$ 1.79	\$ 55,686.90	\$ 2.60	\$ 80,886.00	\$ 3.40	\$ 105,774.00
414(B)	5725	6" Dowel Jointed P.C.C. Pavt.	SY	24	\$ 31.89	\$ 765.28	\$ 80.00	\$ 1,920.00	\$ 83.00	\$ 1,992.00
609(B)	1513	1'-8" Crb. & Gut. (6" Barrier)	LF	70	\$ 7.59	\$ 531.30	\$ 25.00	\$ 1,750.00	\$ 40.00	\$ 2,800.00
610(B)	604	6" Concrete Driveway	SY	5	\$ 59.82	\$ 299.10	\$ 90.00	\$ 450.00	\$ 140.00	\$ 700.00
612(A)	641	Manholes Adjust to Grade	EA	1	\$ 775.62	\$ 775.62	\$ 650.00	\$ 650.00	\$ 1,050.00	\$ 1,050.00
612(E)	647	Valve Boxes Adjust to Grade	EA	1	\$ 372.70	\$ 372.70	\$ 150.00	\$ 150.00	\$ 750.00	\$ 750.00
612(F)	648	Meter Boxes Adjust to Grade	EA	1	\$ 647.48	\$ 647.48	\$ 150.00	\$ 150.00	\$ 750.00	\$ 750.00
613(A)	491	18" R.C.Pipe Class III	LF	11	\$ 55.63	\$ 611.93	\$ 50.00	\$ 550.00	\$ 120.00	\$ 1,320.00
613(A)	492	24" R.C.Pipe Class III	LF	11	\$ 65.98	\$ 725.78	\$ 70.00	\$ 770.00	\$ 160.00	\$ 1,760.00
613(L)	5726	18" Prefab, Culvert End Sec., Round	EA	1	\$ 504.57	\$ 504.57	\$ 700.00	\$ 700.00	\$ 250.00	\$ 250.00
613(L)	5730	24" Prefab, Culvert End Sec., Round	EA	1	\$ 859.24	\$ 859.24	\$ 900.00	\$ 900.00	\$ 280.00	\$ 280.00
619(B)	4726	Removal of Curb and Gutter	LF	70	\$ 6.40	\$ 448.00	\$ 10.00	\$ 700.00	\$ 32.00	\$ 2,240.00
619(B)	4727	Removal of Concrete Pavement	SY	24	\$ 5.51	\$ 132.24	\$ 10.00	\$ 240.00	\$ 72.00	\$ 1,728.00
619(B)	4728	Removal of Asphalt Pavement	SY	50505	\$ 3.59	\$ 181,312.95	\$ 5.50	\$ 277,777.50	\$ 3.35	\$ 169,191.75
619(B)	4766	Removal of Paved Driveway	SY	5	\$ 13.07	\$ 65.35	\$ 10.00	\$ 50.00	\$ 150.00	\$ 750.00
619(B)	5918	Removal of Existing Pipe	LF	22	\$ 11.95	\$ 262.90	\$ 25.00	\$ 550.00	\$ 67.00	\$ 1,474.00
855(A)	8812	Traffic Stripe (Plastic) (4" Wide)	LF	42915	\$ 0.53	\$ 22,744.95	\$ 0.70	\$ 30,040.50	\$ 0.55	\$ 23,603.25
855(A)	8825	Traffic Stripe (Plastic) (24" Wide)	LF	125	\$ 7.34	\$ 917.50	\$ 5.25	\$ 656.25	\$ 4.38	\$ 547.50
880(J)	8905	Construction Traffic Control (Anderson)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 2,500.00	\$ 2,500.00	\$ 12,674.50	\$ 12,674.50
880(J)	8905	Construction Traffic Control (Robin Road)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 7,700.00	\$ 7,700.00
880(J)	8905	Construction Traffic Control (Residential 1 lane of 2)	EA	15	\$ 1,000.00	\$ 15,000.00	\$ 4,000.00	\$ 60,000.00	\$ 7,700.00	\$ 115,500.00
642(B)	96	Construction Staking Level II (Anderson)	LS	1	\$ 14,307.93	\$ 14,307.93	\$ 7,750.00	\$ 7,750.00	\$ 6,500.00	\$ 6,500.00
642(B)	96	Construction Staking Level II (Robin Road)	LS	1	\$ 7,706.76	\$ 7,706.76	\$ 6,750.00	\$ 6,750.00	\$ 6,500.00	\$ 6,500.00
642(B)	96	Construction Staking Level II (Residential)	EA	15	\$ 1,000.00	\$ 15,000.00	\$ 5,000.00	\$ 75,000.00	\$ 5,000.00	\$ 75,000.00
Total						\$ 1,971,612.62	\$ 2,488,907.25		\$ 2,637,281.80	



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanof, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and City Council

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

DATE : July 9th, 2019

SUBJECT : Discussion and consideration of accepting maintenance bonds from M & M Ditching, Inc. in the amount of \$11,934.20 and \$12,897.50, respectively. Discussion and consideration of accepting maintenance bonds from First Water Contracting, L.L.C. in the amount of \$6,117.60 and \$25,926.83, respectively.

The one year maintenance bonds from M & M Ditching, Inc. are for the water line and the sewer line improvements installed in conjunction with the new Timber Ridge Pointe, Section 4 subdivision.

The two year maintenance bonds from First Water Contracting, L.L.C. are for the storm sewer line improvements installed in conjunction with the new Timber Ridge Pointe, Section 4 subdivision.

The five year maintenance bonds from First Water Contracting, L.L.C. are for the paving improvements installed in conjunction with the new Timber Ridge Pointe, Section 4 subdivision.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachments

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, M & M Ditching, Inc., as Principal, and Granite Re, Inc., 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 Eleven Thousand Nine Hundred Thirty Four & 20/100 dollars (\$ 11,934.20), such sum being not less than ten percent (10%) of the total contract price to construct or install Water Line Improvements to Timber Ridge Pointe 4, Midwest City, OK (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 Packing House Investments, LLC, dated the 5th day of February, 20 18, 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 7th day of February, 20 18.

M & M Ditching, Inc.

Principal

ATTEST:

[Signature]
Secretary

By [Signature]

Granite Re, Inc.

Surety

ATTEST:

[Signature]
Secretary Witness - Debbie Raper

By [Signature]
Shelli R. Samsel, 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 _____,

DEVELOPMENT CONTRACT

THIS AGREEMENT, made and entered into this 5TH day of FEB, 2018, by and between PACKING HOUSE INVESTMENTS, LLC. for convenience hereinafter referred to as OWNER, and M & M DITCHING, INC., PO BOX 179, WHEATLAND, OK 73097 (405) 745-3633, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, OWNER is improving the following described real property situated in OKLAHOMA COUNTY State of Oklahoma, to-wit: Water line improvements to TIMBER RIDGE POINTE 4 in the vicinity SE 29TH AND HIWASSEE RD, MIDWEST CITY , OK.

WHEREAS, the work proposed consists of constructing water line improvements as shown in the plans and specifications to serve the above mentioned site and other documents listed hereinafter under the article "CONTRACT DOCUMENTS".

WHEREAS, CONTRACTOR is experienced in the construction of such water line improvements.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

PLANS AND SPECIFICATIONS

FIRST: That OWNER has had CRAFTON TULL, 300 Pointe Parkway Blvd, Yukon, Oklahoma 73099 prepare plans and specifications covering water line improvements to be installed in the above mentioned subdivision, which said plans and specifications are hereby made a part of the AGREEMENT by reference, the same as if fully set forth herein.

ACCEPTANCE

SECOND: That CONTRACTOR herewith states that it has thoroughly examined the above plans, proposal and specifications covering the work to be performed and accepts the same and that CONTRACTOR has inspected the site on which construction will be performed and approves same.

WARRANTY OF PERFORMANCE

THIRD: CONTRACTOR is an independent contractor and hereby agrees to furnish all tools, machinery, labor, materials and all other items necessary to or required to perform in a perfect and workmanlike manner the construction and completion of all work shown and described on the above described plans and specifications, and in accordance with the terms hereof.

CONTRACTOR further agrees that it will provide an experienced, competent and responsible supervisor to direct the work to be performed at all times.

COMPLETION AGREEMENT

FOURTH: CONTRACTOR herewith agrees to complete all work included within 30 working days from the date of the Notice to Proceed.

The time of completion is of the essence of this AGREEMENT. For each calendar day that any work shall remain uncompleted after the time agreed upon in the proposal and this AGREEMENT, or increased time granted by the OWNER for the completion of said work, the sum of \$50.00 per calendar day will be deducted from the monies due the CONTRACTOR, not as penalty, but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but should be deemed, taken and treated as reasonable liquidated damages since it would be impractical and extremely difficult to fix the actual damages.

Should the CONTRACTOR abandon the site after commencing work without prior notice and approval, then CONTRACTOR agrees to, and the OWNER has the right to, contract with others to complete the work and to pay for the completion from the proceeds of this AGREEMENT.

GUARANTY AGAINST LIENS

FIFTH: CONTRACTOR herewith agrees to promptly pay all labor bills, material bills and all debts of every kind and character created by CONTRACTOR in the performance of this contract. CONTRACTOR shall, before OWNER shall be obligated to pay the consideration set out below, submit all material bills, marked paid, and written evidence that all labor bills for such work are fully paid and shall certify in writing that no lienable claims exist at the time of payment.

ENGINEER'S CONTROL

SIXTH: OWNER and its Engineers, CRAFTON TULL & ASSOCIATES, INC., shall have free access to the premises at all times for the purpose of determining the manner and method of performance of this contract and the quality of materials being used. All work and materials must meet the requirements and approval of said Engineers and City codes and specifications.

COMPLIANCE WITH LAWS AND ORDINANCES

SEVENTH: CONTRACTOR shall observe all the laws of the State of Oklahoma, and the ordinances of the local governmental authority, relating to the performance of this contract, obstruction of roads, streets, highways and alleys and shall maintain all signals, barriers, watchmen and notices that may be necessary to protect the public, employees and other persons entering said premises, and shall keep the same open for traffic as by such laws required. The CONTRACTOR further agrees to perform all work within the requirements of the Oklahoma Department of Labor, the U.S. Department of Labor, Occupational Safety and Health Administration and the Environmental Protection Agency Clean Water Act.

INDEMNITY AND INSURANCE

EIGHTH: CONTRACTOR herewith expressly agrees to indemnify and hold OWNER harmless from all suits, actions, judgments, and damages of every kind and character brought or obtained against OWNER on account of any injury or damages received sustained, or claimed by any party or parties to any property resulting from the acts or omissions of CONTRACTOR, its servants, agents, employees or subcontractors in doing the work herein contracted for or in consequences of negligent or willful act of any of said persons for any improper material used in its construction. Before the work shall commence, CONTRACTOR shall submit to OWNER a certificate of Public Liability and Property Damage including Completed Operations and Underground Operation Coverage covering CONTRACTOR and naming OWNER AND ENGINEER as an additional insured with limits of not less than \$500,000 for any one person or for any one accident; and \$100,000 property damage insurance.

WORKER'S COMPENSATION AND UNEMPLOYMENT

NINTH: CONTRACTOR herewith represents that it is an Employer within the meaning of the OKLAHOMA EMPLOYMENT SECURITY ACTS, its identification number being 01-2813628 and its FEDERAL EMPLOYER'S IDENTIFICATION NUMBER is 73-1207896. That CONTRACTOR will comply with all requirements of the OKLAHOMA WORKER'S COMPENSATION COURT and all other governmental agencies, bureaus and commissions having jurisdiction over the work. The CONTRACTOR has workman's compensation insurance with NATIONAL FIRE INSURANCE OF HARTFORD being Policy No. 5090957445 which is in full force and effect and will remain same throughout the performance of this AGREEMENT.

The CONTRACTOR shall submit to OWNER a certificate indicating the aforementioned coverage.

TENTH: Both parties agree CONTRACTOR is an independent contractor and no agency, partnership or joint venture is hereby created.

PAYMENT

ELEVENTH: CONTRACTOR shall receive for the full and complete performance of the agreement for the construction required by the above plans and specifications compensation from OWNER based upon the amounts and unit prices as set out in the CONTRACTOR'S proposal, a copy of the same being attached hereto and made a part of this AGREEMENT with payments to be made in accordance with the proposal.

In this regard, it is understood and agreed that in the event the quantities for unit price items used are less than those shown in the proposal, CONTRACTOR shall be paid a decreased sum based upon the unit prices shown for unit price items and by the same method of computation. In the event that the quantities for unit price items used exceed those shown in the proposal, CONTRACTOR shall be paid an increased sum based upon the unit price for unit price items as shown by the same method of computations. All lump sum bid items shall be paid lump sum for the item when completed.

The CONTRACTOR shall not be entitled to payment for "Extra Work" not covered by a bid item in the proposal unless prior approval for the same is obtained in writing from the Engineer.

BONDS

TWELFTH: CONTRACTOR herewith agrees to furnish an acceptable maintenance bond issued to the CITY, signed by a solvent corporate and qualified surety authorized to do business in the State of Oklahoma to cover the performance of this contract. The maintenance bond shall be for the limits and periods as required by the CITY.

CONSTRUCTION STAKES

THIRTEENTH: The Engineer, CRAFTON TULL, will install all construction stakes necessary to establish the line, grade and limits of construction for the CONTRACTOR. In case of negligence on the part of the CONTRACTOR or his employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from the payment due the CONTRACTOR when the OWNER is so notified by the Engineer. Such deducted amounts shall be paid to the Engineer by the Owner.

CONTRACT DOCUMENTS

FOURTEENTH: The general conditions of the contract as shown in the specifications indicated below shall be applicable to all work done on this construction. The specifications and drawings, together with this AGREEMENT, form the CONTRACT DOCUMENTS and they are as fully a part of this AGREEMENT as if hereto attached or herein repeated. The following is an enumeration of the specifications and drawings:

1. Proposal
2. Plans and drawings
3. City Standard Specifications

All work done on this project shall be in accordance with the specifications or requirements of the CITY as well as the above requirements, and all work shall be to the satisfaction of the OWNER and CITY. The term "City" refers to the political location within which the project is located.

PERMITS, LICENSES AND INSPECTION FEES

FIFTEENTH: CONTRACTOR shall obtain and pay for all permits and licenses required by any governing body for the performance of the work in this contract. CONTRACTOR shall obtain and pay for all testing required by governing body specifications. CONTRACTOR shall pay any inspection fees required by GOVERNING BODY for the performance of the work of this AGREEMENT. However, the OWNER shall reimburse the CONTRACTOR for the amount of inspection fees only, upon presentation of a paid receipt for same submitted along with his bill to OWNER.

SIXTEENTH: All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the CONTRACT DOCUMENTS or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement to so arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice of the demand for arbitration will be filed in writing with the other party to this Agreement and with the American Arbitration Association, and a copy will be sent to the ENGINEER for information. The demand for arbitration will be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. No such arbitration shall included by consolidation, joinder, or in any other manner any person or entity (including ENGINEER) who is not a party to this contract unless the written consent of the other person or entity has been obtained for such inclusion; and, no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent. Either OWNER or CONTRACTOR may join Subcontractor(s) to the arbitration when the claim, dispute, or other matter in question involves Work of such Subcontractor. CONTRACTOR shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor.

The award rendered by the arbitrators will be final, judgment may be entered upon it in any

court having jurisdiction thereof, and it will not be subject to modification or appeal.

OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the CONTRACT DOCUMENTS or the breach thereof to mediation by the American Arbitration Association prior to either of them initiating against the other a demand for arbitration. The mediator of any dispute submitted to mediation under this AGREEMENT shall not serve as arbitrator of such dispute unless otherwise agreed.

THIS AGREEMENT shall be binding upon the parties hereto, their respective heirs, executors, administrators, devisees, trustees, successors, or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year last above written.

PACKING HOUSE INVESTMENTS, LLC.

A handwritten signature in black ink, appearing to read "Jay Adams", is written over a horizontal line.

M & M DITCHING, INC.

A handwritten signature in black ink, appearing to read "Mark Adams", is written over a horizontal line.

\$119,342.00

Bids to Be Submitted to:
PACKING HOUSE INVESTMENTS, LLC

SUBMIT PROPOSAL BID
By 3 o'clock



C/O Crafton Tull & Associates
300 Pointe Parkway Boulevard
Yukon, OK 73099
Ph: 787-6270/Fax: 787-6276

Day: MONDAY
Date: JANUARY 22, 2018
Job No.: 16614200

**PROPOSAL
FOR
WATER LINE IMPROVEMENTS**

Date: 1-22-18

Proposal of MYM Ditching Inc
Name
P.O. Box 179 Wheatland ok 73097 745 3633
Mailing Address Telephone

to furnish and deliver all materials and do and perform all work in accordance with the plans, specifications and contract of PACKING HOUSE INVESTMENTS, LLC, for the construction of WATER LINE IMPROVEMENTS, this work being situated at the following location:

**TIMBERRIDGE POINTE SECTION 4,
IN THE VICINITY OF, SE 29TH ST & HIWASSEE RD.
OKLAHOMA COUNTY, MIDWEST CITY, OK**

To: **PACKING HOUSE INVESTMENTS, LLC**
c/o Crafton Tull & Associates

Gentlemen:

The undersigned bidder has carefully examined the form of Contract, the General Drawings, the General Conditions, the Specifications and the Special Conditions for the hereinbefore described improvements and the site of the work; and will provide all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all materials called for by said specifications, General Conditions and Drawings, in the manner prescribed herein and in said Contract, and in accordance with the requirements of the Engineer under them.

In addition to the Plans, Specifications and Contract provided herewith, all workmanship and materials shall also conform to the City Standard Specifications, Drawings and Details.

The undersigned bidder understands that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased or decreased at the prices stated in the following proposal:

SCHEDULE OF PRICES

<u>Approx. Qty.</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Price</u>
1631	LF.	8" Water-Line-Dip PVC & SAND	\$ 30	\$ 48930
574	LF.	6" Water-Line-Dip PVD & SAND	\$ 24	\$ 13776
6	EA.	Fire Hydrant	\$ 2600	\$ 15600
6	EA.	Fire Hydrant Riser	\$ 400	\$ 2400
5	EA.	8" x 6" Tee	\$ 350	\$ 1750
1	EA.	8" x 8" Tee	\$ 375	\$ 375
8	EA.	6" Gate Valve & Box	\$ 975	\$ 7800
3	EA.	8" Gate Valve & Box	\$ 1500	\$ 4500
4	EA.	6"x 45°Bend w/ Megalug Restraints	\$ 200	\$ 800
2	EA.	8"x 45°Bend w/ Megalug Restraints	\$ 225	\$ 450
13	EA.	6"x 22 1/2 °Bend w/ Megalug Restraints	\$ 200	\$ 2600
4	EA.	6"x 11 1/4°Bend w/ Megalug Restraints	\$ 200	\$ 800
8	EA.	8"x 11 1/4°Bend w/ Megalug Restraints	\$ 225	\$ 1800
2	EA.	Wet Connection	\$ 200	\$ 400
23	EA.	1" SSS	\$ 425	\$ 9775
26	EA.	1" SLS	\$ 450	\$ 11700
140	CY.	Sand Backfill	\$ 22	\$ 3080
373	CY.	Sand Embedment	\$ 22	\$ 8206
1	EA	Testing & Disinfecting	\$ 200	\$ 200
1	EA.	8" Plug w/Blowoff(Remove&Relocate)	\$ 1000	\$ 1000
1	EA.	Fire Hydrant(Remove & Relocate)	\$ 1000	\$ 1000
1	EA.	Fire Hydrant Riser(Remove & Relocate)	\$ 200	\$ 200
1	EA.	6" Gate Valve & BOX(Remove & Relocate)	\$ 200	\$ 200

TOTAL WATERLINE IMPROVEMENTS \$ 137 342⁰⁰

Deduct 18 000 FOR PVC WATER LINE AND SAND. 119 342⁰⁰

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

PROJECT NAME: Timber Ridge Pointe Section 4

PROJECT LOCATION: SW/4 of Section 10, T-11-N, R-1-W, I.M. MIDWEST CITY, OK

TYPE OF CONSTRUCTION: Water & Sewer

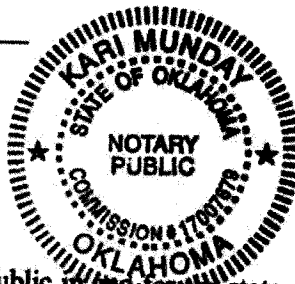
OWNER'S AFFIDAVIT OF ACCEPTANCE

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 \$ 248,317.00 less the City of Midwest City, Engineering Division Inspection Fees.

By K. P. O'S, Manager
OWNER

Date: 4/11/2019

STATE OF Oklahoma
COUNTY OF Oklahoma) ss.



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 11 day of April, 2019, personally appeared Kyle A. Cooper, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that He executed the same as His free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 8/18/2021

Kari Munday
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 _____
CONTRACTOR

Date: APRIL 10 2019

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA) ss.



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 10 day of APRIL, 2019, personally appeared MARK MERCHANT, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that He executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 4-10-22

Jim Pilgrim
NOTARY PUBLIC

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, M & M Ditching, Inc., as Principal, and Granite Re, Inc., 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 Twelve Thousand Eight Hundred Ninety Seven & 50/100 Dollars (\$ 12,897.50), such sum being not less than ten percent (10%) of the total contract price to construct or install Sanitary Sewer Line Improvements to Timber Ridge Pointe 4, Midwest City, OK (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 Packing House Investments, LLC, dated the 5th day of February, 20 18, 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 7th day of February, 20 18.

M & M Ditching, Inc.
Principal

By *Maul Merit*

ATTEST:

Jan Pifer
Secretary

Granite Re, Inc.
Surety

By *Shelli R. Samsel*
Shelli R. Samsel, Attorney-in-Fact

ATTEST:

Debbie Raper
Secretary Witness - Debbie Raper

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 _____

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:


TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of December, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of December, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Kathleen E. Carlson
Notary Public

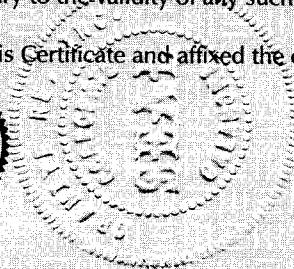
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

7th day of February, 2018.





Kyle P. McDonald, Secretary/Treasurer

The contractor herewith agrees to complete all work hereby within 30 working days from the date of Engineer's Notice to Proceed. **NOTE: The water and sewer line bids are generally tied and the work shall be performed simultaneously. The completion time is the combined time for both the water and sewer line construction.** Contractor further agrees to commence said work by _____.

NOTE: The contractor shall dispose of water flushed from water mains in a location and manner approved by the owner and engineer. The water shall be directed away from the street cut.

The entire excavation for lines crossing streets shall be sand backfilled. However, the sand backfills pay quantity for a long service will be based on a 6" wide trench, 30" deep to a point 7' back of the curb.

Fire hydrants shall be furnished with a 4.5' bury. Any extension within the 4.5' bury will not be a pay item.

The undersigned bidder understands that he shall:

Receive ninety percent (90%) partial estimates for work completed, excluding material on hand, on a monthly basis with the balance due on acceptance by the Developer, Engineer, and the City.

The Contractor shall provide to the Engineer for review on or before the 25th of each month an invoice for progressive work performed to date. The Owner shall pay to the contractor by the tenth of each month 90% of the monthly estimate. The final estimate shall be paid within ten (10) days upon Engineer approval of the final invoice for payment and notice by the City that the construction improvements are complete.

The undersigned bidder also agrees as follows:

First: The undersigned bidder understands that the Developer reserves the right to reject any or all bids.

Second: Within seven (7) days from the date of the Notice of Acceptance of the proposal, to execute the contract and to furnish the required maintenance bond.

Third: To begin work on the date specified in the Notice to Proceed and to prosecute said work in such a manner as to complete it within 30 working days.

Fourth: Before work shall commence, Contractor shall submit to Owner a certificate of Public Liability and Property Damage covering Contractor and naming Owner as additional insured with limits of not less than \$500,000 for any one person or any one accident; and \$100,000 property damage insurance. This certificate or another, shall also indicate coverage for Workman's Compensation.

Fifth: Before commencing work, the Contractor may schedule a pre-construction conference with the Engineer and Construction Coordinator to review details of the work to be performed. Construction staking will commence once a pre-construction conference has been completed.

Sixth: The time of completion is of the essence of the contract. For each calendar day that any work shall remain uncompleted after the time agreed upon in the proposal and the contract or increased time granted by the Owner for the completion of said work, the sum of \$50.00 per day

will be deducted from the monies due the Contractor, not as penalty, but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages. Should the contractor abandon the site after commencing work without prior notice and approval, then the contractor agrees to, and the owner has the right to, get the job completed by others to pay for the completion from the proceeds of this contract.

Seventh: The contractor shall not be entitled to payment for "Extra Work" not covered by a bid item in the proposal, unless prior approval for the same is obtained in writing from the Engineer. The Contractor understands he will not receive the final 10% of his pay until the Engineer receives the Final Acceptance Letter from the City.

Eighth: All contractors and subcontractors must sign a copy of the certification statement presented hereafter before conducting any professional service at the site identified in the SWPPP.

Ninth: The Contractor will be responsible for the upkeep and maintenance of any existing erosion control devices when he arrives on the site, the same to be in good condition when he leaves the site. This possible work will be considered "incidental work" without a bid item, the cost of which shall be included in the other items bid.

"I certify that under penalty of law that I understand and will comply with the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES), Oklahoma Department of Environmental Quality permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Dated this 22 day of JANUARY 2018.

M & M Ditching Inc
Name of Bidder

Jim Palmer
Signature/Title

P.O. Box 179
Address

Wheatland OK 7453633
City/State/Phone

If a Corporation:
Incorporation Under the Laws of
State of OKLAHOMA

STORM WATER POLLUTION PREVENTION PLAN

"ADDENDUM"

CONTRACTOR CERTIFICATION

PACKING HOUSE INVESTMENTS, LLC.
(Owner/Operator)
TIMBER RIDGE POINTE 4
(Project Name)

Water & Sewer line Improvements

Contractors, builders, regular suppliers or others (contractors) involved in construction activity who are not the owner/operator, developer, or general contractor, and have not been issued the Storm Water Construction General Permit (CGP) authorization, execute this Contractor Certification which places the responsibility of complying with and abiding by the intent and purpose of the permit with the contractor for any and all work performed under the authority and direction of the contractor. Furthermore, the contractor assumes responsibility to avoid or eliminate any actual or potential adverse effects upon the environment according to the Storm Water Pollution Prevention Plan (PPP), during all phases of building construction, or delivery activity on any and all construction sites under the control and responsibility of the contractor as described in the PPP.

1. Contractor company name: M & M DITCHING, INC.
2. Contractor address: Po Box 179 Wheatland, Ok 73097 (405) 745-3633
3. Project location: SE 29TH AND HIWASSEE RD, MIDWEST CITY, OK
4. Contractor must be thoroughly familiar with the original Notice of Intent (NOI) filed by PACKING HOUSE INVESTMENTS, LLC. with the Oklahoma Department of Environmental Quality. Contractor must (Owner/Operator) also be familiar with, and adhere to, the Storm Water Pollution Prevention Plan (PPP) and the Best Management Practices (BMP) on file at the following locations: Project Site and 300 Pointe Parkway Blvd, Yukon, OK 73099. The Contractor is certifying below that they assume all physical responsibility for any and all construction activities performed by the Contractor or under the direction and control of the Contractor, to avoid or eliminate any actual or potential adverse effects upon the environment pertaining to the properties listed in Item 3 above.

I certify under penalty of law that I understand the terms and conditions of the Oklahoma Pollutant Discharge Elimination System Act (OPDES) General Permit that authorizes storm water discharges associated with construction activity from the construction site identified as part of this certification. I have read and understand Part I.B. eligibility requirements for coverage under the general permit for storm water discharges from construction activities, including those requirements published in the modified OPDES General Permit OKR10 of September, 2012, and the Storm Water Pollution Prevention Plan (PPP) and Best Management Practices (BMP) described in Item 3 above.

I understand that continued coverage under this permit is contingent upon maintaining eligibility as provided for in Part I.B. of the permit.

Print Name: MARK MERCHANT

Date: 2-5-18

Signature: _____

Title: PRESIDENT

DEVELOPMENT CONTRACT

THIS AGREEMENT, made and entered into this 5th day of FEB, 2018, by and between PACKING HOUSE INVESTMENTS, LLC for convenience hereinafter referred to as OWNER, and M & M DITCHING INC. P.O. BOX 179, WHEATLAND, OK 73097 (405)745-3633 hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, OWNER is improving the following described real property situated in OKLAHOMA COUNTY, State of Oklahoma, to-wit: Sanitary sewer line improvements to TIMBER RIDGE POINTE 4, in the vicinity of SE 29TH AND HIWASSEE RD, MIDWEST CITY, OK.

WHEREAS, the work proposed consists of constructing sanitary sewer line improvements as shown in the plans and specifications to serve the above mentioned site and other documents listed hereinafter under the article "CONTRACT DOCUMENTS".

WHEREAS, CONTRACTOR is experienced in the construction of such sanitary sewer line improvements.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

PLANS AND SPECIFICATIONS

FIRST: That OWNER has had CRAFTON TULL & ASSOCIATES, 300 Pointe Parkway Blvd., Yukon Oklahoma, 73099, prepare plans and specifications covering sanitary sewer line improvements to be installed in the above mentioned subdivision, which said plans and specifications are hereby made a part of the AGREEMENT by reference, the same as if fully set forth herein.

ACCEPTANCE

SECOND: That CONTRACTOR herewith states that it has thoroughly examined the above plans, proposal and specifications covering the work to be performed and accepts the same and that CONTRACTOR has inspected the site on which construction will be performed and approves same.

WARRANTY OF PERFORMANCE

THIRD: CONTRACTOR is an independent contractor and hereby agrees to furnish all tools, machinery, labor, materials and all other items necessary to or required to perform in a perfect and workmanlike manner the construction and completion of all work shown and described on the above described plans and specifications, and in accordance with the terms hereof.

CONTRACTOR further agrees that it will provide an experienced, competent and responsible supervisor to direct the work to be performed at all times.

COMPLETION AGREEMENT

FOURTH: CONTRACTOR herewith agrees to complete all work included within 30 working days from the date of the Notice to Proceed.

The time of completion is of the essence of this AGREEMENT. For each calendar day that any work shall remain uncompleted after the time agreed upon in the proposal and this AGREEMENT, or increased time granted by the OWNER for the completion of said work, the sum of \$50.00 per calendar day will be deducted from the monies due the CONTRACTOR, not as penalty, but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but should be deemed, taken and treated as reasonable liquidated damages since it would be impractical and extremely difficult to fix the actual damages.

Should the CONTRACTOR abandon the site after commencing work without prior notice and approval, then CONTRACTOR agrees to, and the OWNER has the right to, contract with others to complete the work and to pay for the completion from the proceeds of this AGREEMENT.

GUARANTY AGAINST LIENS

FIFTH: CONTRACTOR herewith agrees to promptly pay all labor bills, material bills and all debts of every kind and character created by CONTRACTOR in the performance of this contract. CONTRACTOR shall, before OWNER shall be obligated to pay the consideration set out below, submit all material bills, marked paid, and written evidence that all labor bills for such work are fully paid and shall certify in writing that no lienable claims exist at the time of payment.

ENGINEER'S CONTROL

SIXTH: OWNER and its Engineers, CRAFTON TULL & ASSOCIATES, shall have free access to the premises at all times for the purpose of determining the manner and method of performance of this contract and the quality of materials being used. All work and materials must meet the requirements and approval of said Engineers and City codes and specifications.

COMPLIANCE WITH LAWS AND ORDINANCES

SEVENTH: CONTRACTOR shall observe all the laws of the State of Oklahoma, and the ordinances of the local governmental authority, relating to the performance of this contract, obstruction of roads, streets, highways and alleys and shall maintain all signals, barriers, watchmen and notices that may be necessary to protect the public, employees and other persons entering said premises, and shall keep the same open for traffic as by such laws required. The CONTRACTOR further agrees to perform all work within the requirements of the Oklahoma Department of Labor, the U.S. Department of Labor, Occupational Safety and Health Administration and the Environmental Protection Agency Clean Water Act.

INDEMNITY AND INSURANCE

EIGHTH: CONTRACTOR herewith expressly agrees to indemnify and hold OWNER harmless from all suits, actions, judgments, and damages of every kind and character brought or obtained against OWNER on account of any injury or damages received sustained, or claimed by any party or parties to any property resulting from the acts of omissions of CONTRACTOR, its servants, agents, employees or subcontractors in doing the work herein contracted for or in consequences of negligent or willful act of any of said persons for any improper material used in its construction. Before the work shall commence, CONTRACTOR shall submit to OWNER a certificate of Public Liability and Property Damage including Completed Operations and Underground Operation Coverage covering CONTRACTOR and naming OWNER AND ENGINEER as an additional insured with limits of not less than \$500,000 for any one person or for any one accident; and \$100,000 property damage insurance.

WORKER'S COMPENSATION AND UNEMPLOYMENT

NINTH: CONTRACTOR herewith represents that it is an Employer within the meaning of the OKLAHOMA EMPLOYMENT SECURITY ACTS, its identification number being 01-2813628 and its FEDERAL EMPLOYER'S IDENTIFICATION NUMBER is 73-1207896. That CONTRACTOR will comply with all requirements of the OKLAHOMA WORKER'S COMPENSATION COURT and all other governmental agencies, bureaus and commissions having jurisdiction over the work. The CONTRACTOR has workman's compensation insurance with NATIONAL FIRE INSURANCE OF HARTFORD being Policy No 5090957445 which is in full force and effect and will remain same throughout the performance of this AGREEMENT. The CONTRACTOR shall submit to OWNER a certificate indicating the aforementioned coverage.

TENTH: Both parties agree CONTRACTOR is an independent contractor and no agency, partnership or joint venture is hereby created.

PAYMENT

ELEVENTH: CONTRACTOR shall receive for the full and complete performance of the agreement for the construction required by the above plans and specifications compensation from OWNER based upon the amounts and unit prices as set out in the CONTRACTOR'S proposal, a copy of the same being attached hereto and made a part of this AGREEMENT with payments to be made in accordance with the proposal.

In this regard, it is understood and agreed that in the event the quantities for unit price items used are less than those shown in the proposal, CONTRACTOR shall be paid a decreased sum based upon the unit prices shown for unit price items and by the same method of computation. In the event that the quantities for unit price items used exceed those shown in the proposal, CONTRACTOR shall be paid an increased sum based upon the unit price for unit price items as shown by the same method of computations. All lump sum bid items shall be paid lump sum for the item when completed.

The CONTRACTOR shall not be entitled to payment for "Extra Work" not covered by a bid item in the proposal unless prior approval for the same is obtained in writing from the Engineer.

BONDS

TWELFTH: CONTRACTOR herewith agrees to furnish an acceptable maintenance bond issued to the CITY, signed by a solvent corporate and qualified surety authorized to do business in the State of Oklahoma to cover the performance of this contract. The maintenance bond shall be for the limits and periods as required by the CITY.

CONSTRUCTION STAKES

THIRTEENTH: The Engineer, CRAFTON TULL & ASSOCIATES, will install all construction stakes necessary to establish the line, grade and limits of construction for the CONTRACTOR. In case of negligence on the part of the CONTRACTOR or his employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from the payment due the CONTRACTOR when the OWNER is so notified by the Engineer. Such deducted amounts shall be paid to the Engineer by the Owner.

CONTRACT DOCUMENTS

FOURTEENTH: The general conditions of the contract as shown in the specifications indicated below shall be applicable to all work done on this construction. The specifications and drawings, together with this AGREEMENT, form the CONTRACT DOCUMENTS and they are as fully a part of this AGREEMENT as if hereto attached or herein repeated. The following is an enumeration of the specifications and drawings:

1. Proposal
2. Plans and drawings
3. City Standard Specifications

All work done on this project shall be in accordance with the specifications or requirements of the CITY as well as the above requirements, and all work shall be to the satisfaction of the OWNER and CITY. The term "City" refers to the political location within which the project is located.

PERMITS, LICENSES AND INSPECTION FEES

FIFTEENTH: CONTRACTOR shall obtain and pay for all permits and licenses required by any governing body for the performance of the work in this contract. CONTRACTOR shall obtain and pay for all testing required by governing body specifications. CONTRACTOR shall pay any inspection fees required by GOVERNING BODY for the performance of the work of this AGREEMENT. However, the OWNER shall reimburse the CONTRACTOR for the amount of inspection fees only, upon presentation of a paid receipt for same submitted along with his bill to OWNER.

SIXTEENTH: All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the CONTRACT DOCUMENTS or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement to so arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice of the demand for arbitration will be filed in writing with the other party to this Agreement and with the American Arbitration Association, and a copy will be sent to the ENGINEER for information. The demand for arbitration will be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. No such arbitration shall included by consolidation, joinder, or in any other manner any person or entity (including ENGINEER) who is not a party to this contract unless the written consent of the other person or entity has been obtained for such inclusion; and, no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent. Either OWNER or CONTRACTOR may join Subcontractor(s) to the arbitration when the claim, dispute, or other matter in question involves Work of such Subcontractor. CONTRACTOR shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor.


The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the CONTRACT DOCUMENTS or the breach thereof to mediation by the American Arbitration Association prior to either of them initiating against the other a demand for arbitration. The mediator of any dispute submitted to mediation under this AGREEMENT shall not serve as arbitrator of such dispute unless otherwise agreed.


THIS AGREEMENT shall be binding upon the parties hereto, their respective heirs, executors, administrators, devisees, trustees, successors, or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year last above written.

PACKING HOUSE INVESTMENTS, LLC.



M & M DITCHING, INC.



\$128,975.00

Bids to Be Submitted to:
PACKING HOUSE INVESTMENTS, LLC

SUBMIT PROPOSAL BID
By 3 o'clock



Crafton Tull & Associates, Inc.
300 Pointe Parkway Boulevard
Yukon, OK 73099
Ph: 787-6270/Fax: 787-6276

Day: MONDAY
Date: JANUARY 22, 2018
Job No. 16614200

PROPOSAL
FOR
SANITARY SEWER LINE IMPROVEMENTS

Date: 1-22-18

Proposal of M & M Ditching Inc
Name
P.O. BOX 179 WHEELAND OK 73099 745 3633
Address Telephone

to furnish and deliver all materials and do and perform all work in accordance with the plans, specifications and contract of PACKING HOUSE INVESTMENTS, LLC. for the construction of SANITARY SEWER IMPROVEMENTS, this work being situated at the following location:

TIMBERRIDGE POINTE SECTION 4,
IN THE VICINITY OF, SE 29TH ST & HIWASSEE RD.
OKLAHOMA COUNTY, MIDWEST CITY, OK

To: PACKING HOUSE INVESTMENTS, LLC.
c/o Crafton Tull & Associates

Gentlemen:

The undersigned bidder has carefully examined the form of Contract, the General Drawings, the General Conditions, the Specifications and the special Conditions for the hereinbefore described improvements and the site of the work; and will provide all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all materials called for by said specifications, General Conditions and Drawings, in the manner prescribed herein and in said Contract, and in accordance with the requirements of the Engineer under them.

In addition to the Plans, Specifications and Contract provided herewith, all workmanship and materials shall also conform to the City Standard Specifications, Drawings and Details.

The undersigned bidder understands that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased or decreased at the prices stated in the following proposal:

SCHEDULE OF PRICES

<u>Approx. Qty.</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Price</u>
1875	LF.	8" Sanitary Sewer Line-SDR-35	\$ <u>21</u>	\$ <u>39375</u>
14	EA.	0-6' Manhole-Complete	\$ <u>1500</u>	\$ <u>21000</u>
54	VF.	Extra Depth Manhole Wall	\$ <u>125</u>	\$ <u>6750</u>
11	VF.	Drop Manhole Connection	\$ <u>500</u>	\$ <u>5500</u>
36	EA.	4" on 8" Wye	\$ <u>100</u>	\$ <u>3600</u>
92	EA.	4" on 1/8° Bend	\$ <u>20</u>	\$ <u>1840</u>
389	LF.	4" Riser Pipe	\$ <u>10</u>	\$ <u>3890</u>
997	VF.	4" Service Line	\$ <u>20</u>	\$ <u>19940</u>
472	LF.	6" PVC Sleeve(SDR 35 or SCH 40)	\$ <u>10</u>	\$ <u>4720</u>
110	LF.	14" PVC Sleeve (SCH 40 or DIP)	\$ <u>25</u>	\$ <u>2750</u>
151	LF.	0'-6' Trench	\$ <u>1</u>	\$ <u>151</u>
113	LF.	6'-8' Trench	\$ <u>1</u>	\$ <u>113</u>
572	LF.	8'-10' Trench	\$ <u>1</u>	\$ <u>572</u>
674	LF.	10'-12' Trench	\$ <u>1</u>	\$ <u>674</u>
238	LF.	12'-14' Trench	\$ <u>1</u>	\$ <u>238</u>
127	LF.	14'-16' Trench	\$ <u>1</u>	\$ <u>127</u>
323	CY.	Crushed Rock Bedding	\$ <u>45</u>	\$ <u>14535</u>
100	CY.	Sand Backfill	\$ <u>22</u>	\$ <u>2200</u>
1	LS.	Leakage Test	\$ <u>500</u>	\$ <u>500</u>
1	LS.	Deflection Test	\$ <u>500</u>	\$ <u>500</u>

TOTAL BID FOR SANITARY SEWER
 IMPROVEMENTS

\$ 128975⁰⁰

The Contractor herewith agrees to complete all work hereby within 30 working days from the date of Engineer's Notice to Proceed. NOTE: Water and sewer line bids are generally tied and the work is to be performed simultaneously. The completion date shall be the total combined time for both the water and sewer line construction once the work order is obtained from the City. Contractor further agrees to commence said work by 10 DAY NOTICE.

The undersigned bidder understands that he shall:

Receive ninety percent (90%) partial estimates for work completed, excluding material on hand, on a monthly basis with the balance due on acceptance by the Developer, Engineer and the City.

The Contractor shall provide to the Engineer for review on or before the 25th of each month an invoice for progressive work performed to date. The Owner shall pay to the contractor by the tenth of each month 90% of the monthly estimate. The final estimate shall be paid within ten (10) days upon Engineer approval of the final invoice for payment and notice by the City that the construction improvements are complete.

The undersigned bidder also agrees as follows:

First: The undersigned bidder understands that the Developer reserves the right to reject any or all bids.

Second: Within seven (7) days from the date of the Notice of Acceptance of the proposal, to execute the contract and to furnish the required performance, statutory and maintenance bond.

Third: To begin work on the date specified in the Notice to Proceed and to prosecute said work in such a manner as to complete it within 30 days.

Fourth: Before work shall commence, Contractor shall submit to Owner a certificate of Public Liability and Property Damage covering Contractor and naming Owner as additional insured with limits of not less than \$500,000 for any one person or any one accident; and \$100,000 property damage insurance. This certificate or another, shall also indicate coverage for Workman's Compensation and Completed Operations Insurance.

Fifth: Before commencing work, the Contractor shall schedule a pre-construction conference with the Engineer and Construction Coordinator to review details of the work to be performed. Construction staking will commence once a pre-construction conference has been completed.

Sixth: The time of completion is of the essence of the contract. For each calendar day that any work shall remain uncompleted after the time agreed upon in the proposal and the contract or increased time granted by the Owner for the completion of said work, the sum of \$50.00 per day will be deducted from the monies due the Contractor, not as penalty, but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

Should the contractor abandon the site after commencing work without prior notice and approval, then the contractor agrees to, and the owner has the right to, get the job completed by others and to pay for the completion from the proceeds of this contract.

Seventh: The contractor shall not be entitled to payment for "Extra Work" not covered by a bid item in the proposal, unless prior approval for the same is obtained in writing from the Engineer. The Contractor understands he will not receive the final 10% of his pay until the Engineer receives the Final Acceptance Letter from the City.

Eighth: All contractors and subcontractors must sign a copy of the certification statement presented hereafter before conducting any professional service at the site identified in the pollution prevention plan:

Ninth: The Contractor will be responsible for the upkeep and maintenance of any existing erosion control devices when he arrives on the site, the same to be in good condition when he leaves the site. This possible work will be considered "incidental work" without a bid item, the cost of which shall be included in the other items bid.

"I certify under penalty of law that I understand and will comply with the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Dated this 22 day of JANUARY, 2018.

If an individual, partnership or non-incorporated organization:

M. M. Ditchens
Bidder Name

Jim Pelton
Signature/TITLE

P.O. Box 179
Address

Wheatland OK 7453633
City/State/Phone

If a Corporation:
Incorporated under the laws of
State of OKLAHOMA

STORM WATER POLLUTION PREVENTION PLAN

"ADDENDUM"

CONTRACTOR CERTIFICATION

PACKING HOUSE INVESTMENTS, LLC.

(Owner/Operator)

TIMBER RIDGE POINTE 4

(Project Name)

Water & Sewer line Improvements

Contractors, builders, regular suppliers or others (contractors) involved in construction activity who are not the owner/operator, developer, or general contractor, and have not been issued the Storm Water Construction General Permit (CGP) authorization, execute this Contractor Certification which places the responsibility of complying with and abiding by the intent and purpose of the permit with the contractor for any and all work performed under the authority and direction of the contractor. Furthermore, the contractor assumes responsibility to avoid or eliminate any actual or potential adverse effects upon the environment according to the Storm Water Pollution Prevention Plan (PPP), during all phases of building construction, or delivery activity on any and all construction sites under the control and responsibility of the contractor as described in the PPP.

1. Contractor company name: M & M DITCHING, INC.
2. Contractor address: Po Box 179 Wheatland, Ok 73097 (405) 745-3633
3. Project location: SE 29TH AND HIWASSEE RD, MIDWEST CITY, OK
4. Contractor must be thoroughly familiar with the original Notice of Intent (NOI) filed by PACKING HOUSE INVESTMENTS, LLC. with the Oklahoma Department of Environmental Quality. Contractor must (Owner/Operator) also be familiar with, and adhere to, the Storm Water Pollution Prevention Plan (PPP) and the Best Management Practices (BMP) on file at the following locations: Project Site and 300 Pointe Parkway Blvd, Yukon, OK 73099. The Contractor is certifying below that they assume all physical responsibility for any and all construction activities performed by the Contractor or under the direction and control of the Contractor, to avoid or eliminate any actual or potential adverse effects upon the environment pertaining to the properties listed in Item 3 above.

I certify under penalty of law that I understand the terms and conditions of the Oklahoma Pollutant Discharge Elimination System Act (OPDES) General Permit that authorizes storm water discharges associated with construction activity from the construction site identified as part of this certification. I have read and understand Part I.B. eligibility requirements for coverage under the general permit for storm water discharges from construction activities, including those requirements published in the modified OPDES General Permit OKR10 of September, 2012, and the Storm Water Pollution Prevention Plan (PPP) and Best Management Practices (BMP) described in Item 3 above.

I understand that continued coverage under this permit is contingent upon maintaining eligibility as provided for in Part I.B. of the permit.

Print Name: MARK MCNECHART

Date: 2-5-18

Signature: Mark McNechart

Title: PRESIDENT

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond No: 2273957

KNOW ALL BY THESE PRESENTS that we, First Water Contracting, LLC
as Principal, and North American Specialty 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 Six Thousand One Hundred Seventeen & 60/100-- dollars
(\$ 6,117.60), such sum being not less than ten percent (10%) of the total contract price to
construct or install Storm Sewer for Timberridge Pointe Section 4 (the
"Improvement"), for a period of Two (2) 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 Packing House Investments, LLC, dated the 11th day of
July, 2018, 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 11th day of July, 2018.

ATTEST:

[Signature]
Secretary

First Water Contracting, LLC

Principal

By [Signature]

North American Specialty Insurance Company

Surety

By [Signature]

Deborah L. Raper, Attorney-in-Fact

ATTEST:

[Signature]
Secretary Patti Jackson

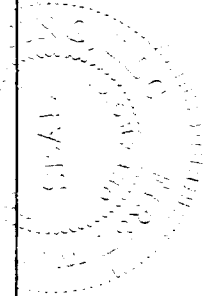
APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

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

City Clerk

Mayor



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, ROBBIE LOYD, MARK D. NOWELL, CATHY COMBS, VICKI WILSON, AUSTIN K. GREENHAW and CLAYTON HOWELL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 31st day of January, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 31st day of January, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of July, 2018.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

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

PROJECT NAME: Timber Ridge Pointe Section 4

PROJECT LOCATION: SW/4 OF SECTION 10, T-11-N, R-1-W, I.M. MIDWEST CITY, OK

TYPE OF CONSTRUCTION: Paving and Drainage

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was preformed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 320,444.25 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER

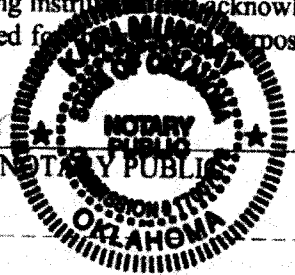
Date: 4/15/2019

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 10th day of April, 2019, personally appeared [Signature], to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that HE executed the same as His free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 8/18/2021

[Signature]



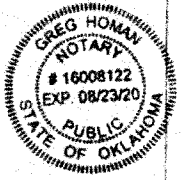
CONTRACTOR'S LIEN WAIVER

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 [Signature]
CONTRACTOR

Date: 4/10/19

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 10 day of April, 2019, personally appeared DENVER SAXTON, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that HE executed the same as His free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: August 23, 2020

[Signature]
NOTARY PUBLIC

First Water



Contracting

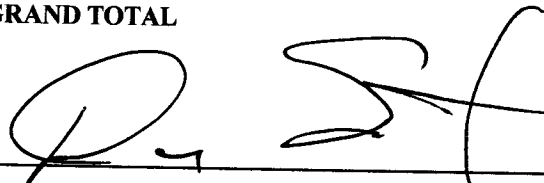
First Water Contracting, LLC

8524 S. Western Ave., Suite 108

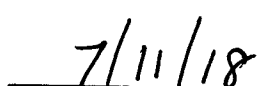
Oklahoma City, Oklahoma 73139

TIMBERRIDGE POINTE 4- P&D

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" SUPERPAVE S4 (PG 70-28 OK)	5,813.00	SY	10.50	61,036.50
2	4" SUPERPAVE TYPE S3 (PG 64-22 OK)	5,813.00	SY	17.25	100,274.25
3	6" MODIFIED SUB-GRADE	7,156.00	SY	5.00	35,780.00
4	6" X 2" CURB AND GUTTER	4,035.00	LF	14.50	58,507.50
5	6" X 18" HEADER CURB	26.00	LF	15.00	390.00
6	"W" & "V" CURB MARKINGS	55.00	EA	6.00	330.00
7	STANDARD BARRICADE	1.00	EA	550.00	550.00
8	STREET SIGNAGE & POSTS	1.00	LSM	2,400.00	2,400.00
PUBLIC PAVING SUBTOTAL					\$259,268.25
1	4' X 0.5' CONCRETE FLUME	374.00	LF	55.00	20,570.00
2	6' X 0.5' CONCRETE FLUME	188.00	LF	70.00	13,160.00
3	24" RCP	125.00	LF	60.00	7,500.00
4	24" RCP FES	1.00	EA	1,200.00	1,200.00
5	24" RCP HEADWALL W/ 45 DEGREE WINGS	1.00	EA	2,350.00	2,350.00
6	5.0' X 5.0' JUNCTION BOX (O.D.)	1.00	EA	6,650.00	6,650.00
7	3' CUT OFF WALL	4.00	EA	350.00	1,400.00
8	FLEXMAT	12.00	SY	68.00	816.00
9	FILTER FABRIC MAT	5.00	EA	95.00	475.00
10	12" RIP RAP	42.00	SY	65.00	2,730.00
11	18" RIP RAP	20.00	SY	90.00	1,800.00
12	ANTI SEEP COLLAR	1.00	EA	500.00	500.00
13	FLUME BARRIER	3.00	EA	675.00	2,025.00
PUBLIC STORM SEWER SUBTOTAL					\$61,176.00
GRAND TOTAL					\$320,444.25



Denver Saxton



Date

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond No: 2273956

KNOW ALL BY THESE PRESENTS that we, First Water Contracting, LLC,
as Principal, and North American Specialty 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 Twenty Five Thousand Nine Hundred Twenty Six & 83/100 dollars
(\$ 25,926.83), such sum being not less than ten percent (10%) of the total contract price to
construct or install Paving for Timberridge Pointe Section 4 (the
"Improvement"), for a period of Five (5) 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 Packing House Investments, LLC, dated the 11th day of
July, 2018, 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 11th day of July, 2018.

ATTEST:
[Signature]
Secretary

First Water Contracting, LLC
Principal
By [Signature]

ATTEST:
[Signature]
Secretary Patti Jackson

North American Specialty Insurance Company
Surety
By [Signature]
Deborah L. Raper, Attorney-in-Fact

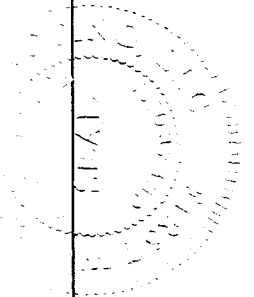
APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

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

City Clerk

Mayor



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, ROBBIE LOYD, MARK D. NOWELL, CATHY COMBS, VICKI WILSON, AUSTIN K. GREENHAW and CLAYTON HOWELL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 31st day of January, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 31st day of January, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of July, 2018.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2018

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 - OKC
9401 Cedar Lake Avenue
Oklahoma City, OK 73114
Mark Nowell

CONTACT NAME: Michelle Lunski

PHONE

(A/C, No, Ext):

FAX
(A/C, No):

E-MAIL ADDRESS: mlunski@rcins.com

INSURED First Water Contracting, LLC
8524 S. Western #108
Oklahoma City, OK 73139

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Ins Co

35289

INSURER B: Valley Forge Ins Co.

20508

INSURER C: Columbia Casualty Ins Co

31127

INSURER D:

INSURER E:

INSURER F:

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	ADDL SUBR INSD WVD	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	Y	6057111287	03/08/2018	03/08/2019	EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> Professional Liab		6057537111	03/09/2018	03/09/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<input checked="" type="checkbox"/> Pollution Liab		6057537111	03/09/2018	03/09/2019	MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Prof/Poll \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	6057111290	03/08/2018	03/08/2019	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		6057111323	03/08/2018	03/08/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod-Comp \$ 5,000,000
B	<input checked="" type="checkbox"/> 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	6057111306	04/01/2018	04/01/2019	<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
A	<input checked="" type="checkbox"/> Equipment Floater		6057111287	03/08/2018	03/08/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Timberridge Pointe Section 4

Policy Forms Attached 7/11/18.

CERTIFICATE HOLDER

CRAF007

Packing House Investments, LLC
c/o Crafton Tull &
Associates, Inc.
300 Pointe Parkway Blvd.
Yukon, OK 73099

CANCELLATION

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

Mark D Nowell



CERTIFICATE OF LIABILITY INSURANCE

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07/11/2018

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PRODUCER
RICH & CARTMILL - OKC
9401 Cedar Lake Avenue
Oklahoma City, OK 73114
Mark Nowell

CONTACT NAME: Michelle Lunski
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: mlunski@rcins.com

INSURED First Water Contracting, LLC
8524 S. Western #108
Oklahoma City, OK 73139

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Timberridge Pointe Section 4

CERTIFICATE HOLDER

CANCELLATION

CITYM05

The 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

Mark D Nowell



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The



Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily Injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

0002000876057112871641



**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)

Page 6 of 17

The Continental Insurance Co.

Insured Name: FIRST WATER CONTRACTING, LLC

Policy No: 6057111287

Endorsement No: 3

Effective Date: 03/09/2018

**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

CNA74705XX (1-15)

Page 7 of 17

The Continental Insurance Co.

Insured Name: FIRST WATER CONTRACTING, LLC

Policy No: 6057111287

Endorsement No: 3

Effective Date: 03/09/2018



Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;**
- b. Nurse;**
- c. Nurse practitioner;**
- d. Emergency medical technician;**
- e. Paramedic;**
- f. Dentist;**
- g. Physical therapist;**
- h. Psychologist;**
- i. Speech therapist;**
- j. Other allied health professional; or**

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage or personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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**Contractors' General Liability Extension Endorsement****j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



Contractors' General Liability Extension Endorsement

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
(2) the amount shown in the Declarations for Medical Expense Limit.

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**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
 - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

CNA74705XX (1-15)

Page 15 of 17

The Continental Insurance Co.

Insured Name: FIRST WATER CONTRACTING, LLC

Policy No: 6057111287

Endorsement No: 3

Effective Date: 03/09/2018



**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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CNA75079XX (1-15)

Page 1 of 2

The Continental Insurance Co.

Insured Name: FIRST WATER CONTRACTING, LLC

Policy No: 6057111287

Endorsement No: 6

Effective Date: 03/09/2018

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

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D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: July 23, 2019

Subject: Discussion and consideration of declaring 27 used fire mattresses surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

Staff respectfully requests that the Council declare as surplus 25 twin and 2 full size mattresses. These mattresses no longer have any operational value to the Fire Department as the department has replaced these used mattresses.

Staff recommends approval.



Bert Norton
Fire Chief



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: Ryan Rushing, Information Technology Director

DATE: July 9, 2019

SUBJECT: Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.

The following computer equipment and peripheral devices are obsolete, defective or have been replaced.

Staff recommends approval

Ryan Rushing, Information Technology Director



Information Technology
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 Office 405.739.1374
 Fax 405.869.8602

CPU			
INVENT #	MIS#	MANUFACTOR	SERIAL NUMBERS
	955	Dell 9020	0KXGVD
	613	Dell 960	6ZR5WK1
	940	Dell 3010	0KXGVD
	n/a	Dell 380	0XPCG3
	513	Precision M4300	5XB80G1
	858	General Dynamics 6000	ZZSJC1273ZZ0014
	873	General Dynamics 6000	ZZSJC1294ZZ0037
	850	General Dynamics 6000	ZZSJC1273ZZ0009
		Dell PowerEdge 350	MY04X9071934132E0651
		Dell 2950	3K5ZZF1
		Dell2650	63NGY21
		Dell 2650	60YBP31
		Dell 1750	HPR141
		Dell 6950 Server	1D6WKF1
		Dell 2950	GZVSZF1
		Dell 2950	6RCF2G1
		Dell 2950	DRCF2G1
		Dell 6950 Server	CN0MM239429407BJA072
MONITORS			
INVENT #	MIS #	MANUFACTURE	SERIAL NUMBERS
26		Dell Monitor	
MISCELLANEOUS			
Quantity	MIS #	Hardware Type	Serial Number
		Ease Server	C813MLE41N90475
		Misc Del Sever Rails	
		Yellow and Black ToolBox	
		MonoPrice Switc	
		Box of printer rollers	
4		Tropos Network Equipment	
		Cisco SG200	DNI15100194
		Sanyo TV	
5		Box of Misc	
3		Network Rack	
		Cannon DR7580	



Information Technology
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 Midwest City, OK 73110
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3		Triplite UPS	
		HP M426 FDN	
		HP 2605 DN	
		HP M452DN	
6		Reels of Fiber	
		RushWorks Server	
		Deskjet 6940	
		Roland Video Mixer	
		Shure Wireless mIC	
		CisCo Router	JMX0912L0ZF
2		RackMout Shelves	
		Projector Screen	
10		iPad Cases	
	121	iPad 4	DMPKF79PF190
	972	Ipad 2	DLXFM5P1DFJ1
	1022	iPad 3	DMPHJ17UDNQR
	986	iPad 2	DLXFPHHQDFHW
1		Voice Productions Server	
		QNAP Storage Server	
6		Computer UPS	



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVIS
Patrick Menefee, City Eng
CURRENT PLANNING DIVIS
Kellie Gilles, Mar
COMPREHENSIVE PLANN
Petya Stefanoff, Comprehensive Pl
BUILDING INSPECTION DIVIS
Christine Brakefield, Building Of
GIS DIVIS
Greg Hakman, GIS Coordi

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: July 9, 2019

Subject: (PC-1995) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to O-2, General Office, for the property described as a part of Lot 1 of Block 2 of the Friendly Acres Addition, addressed as 11126 E. Reno Avenue.

During the May 7, 2019 Planning Commission meeting, a citizen voiced concerns about the drainage crossing on Friendly Road and what impact the proposal may have on it. The Council tabled the item during the May 28, 2019 and June 11, 2019 meetings to ensure that the proposed development would not negatively impact the adjacent property owner.

Staff has met with Mr. Nelson, the property owner to the south of the proposed development several times, most recently on June 26, 2019 along with Councilmember Bowen on site. After discussing the proposed development and plans for detention, Mr. Nelson was satisfied with allowing the development to move forward.

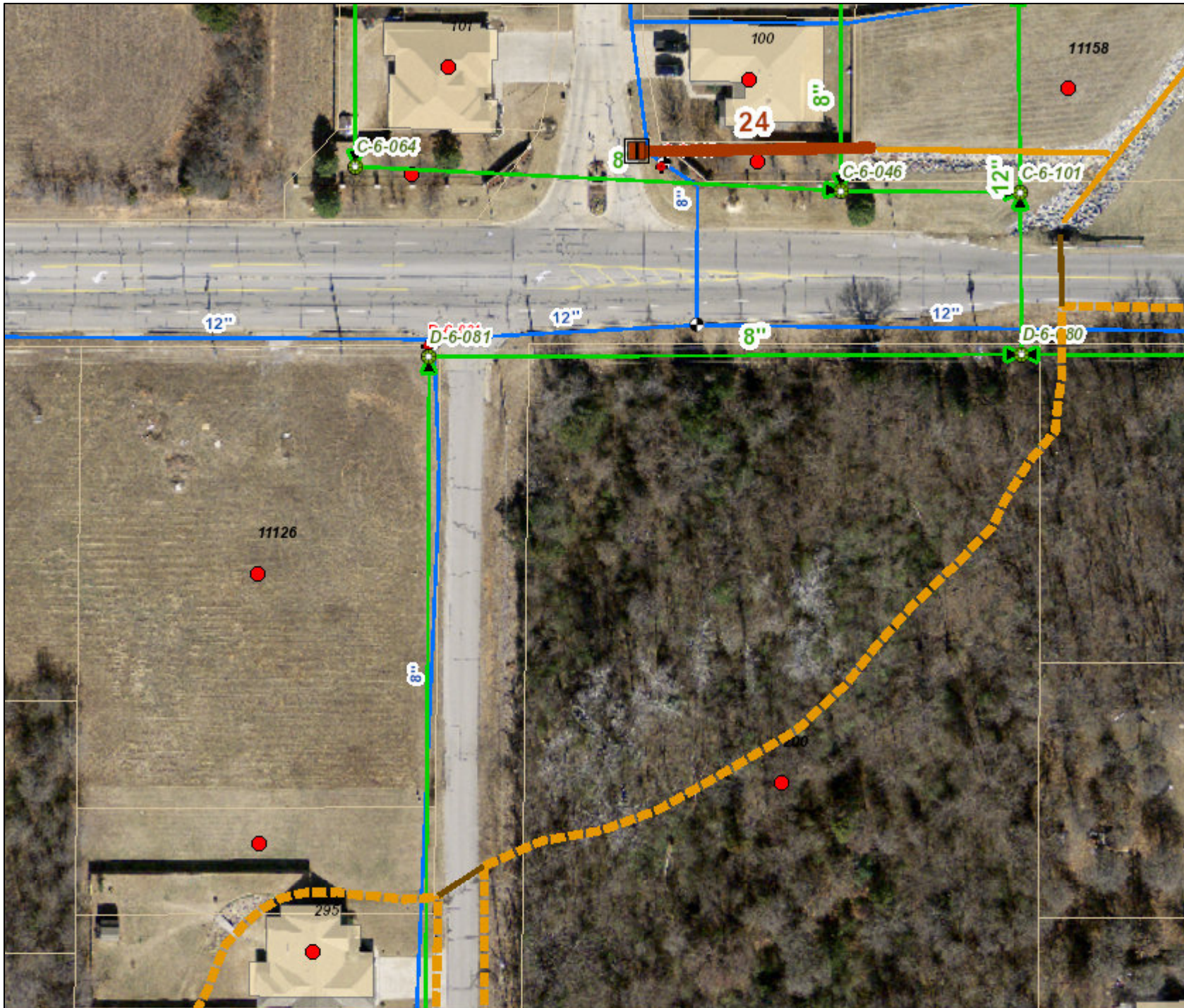
Screening will be required between the area of request and Mr. Nelson's residential property. Mr. Nelson requested that if a stockaded fence is used, that it be placed 5' north of the property line. He stated that he will maintain the 5' of the applicant's property that is south of the screening fence.

Staff recommends approval of this request.

















Billy Harless, AICP
Community Development Director

KG

Friendly / Reno Exhibit



Legend

-  Buried Manholes
-  Curb Inlets
-  Inlets
-  Junction Boxes
-  Outfalls
-  Culverts
-  Flumes
-  Developed Channels
-  Trickle Channels
-  Undeveloped Channels
-  Storm Lines
-  Sanitary Sewer Manholes
-  Lift Stations
-  Lampoles
-  Sewer Lines
-  Water Wells
-  Air Release Valves



1 in = 94 ft

when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVIS
Patrick Menefee, City Eng
CURRENT PLANNING DIVIS
Kellie Gilles, Mar
COMPREHENSIVE PLANN
Petya Stefanoff, Comprehensive Pl
BUILDING INSPECTION DIVIS
Christine Brakefield, Building Of
GIS DIVIS
Greg Hakman, GIS Coordi

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: May 28, 2019

Subject: (PC-1995) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to O-2, General Office, for the property described as a part of Lot 1 of Block 2 of the Friendly Acres Addition, addressed as 11126 E. Reno Avenue.

During the May 7, 2019 Planning Commission meeting, a citizen voiced concerns about the drainage crossing on Friendly Road and what impact the proposal may have on it. As of noon on May 8, 2019, staff has:

-Met with the design engineer and discussed diverting the drainage as much as possible away from this crossing to the south. The engineer is going to create two detention basins. A northern drainage basin will be sized as big as possible, and then be released into a new inlet built on Friendly Drive, bypassing the pipe and draining east. This will maximize the amount of water that will no longer use the existing road crossing. A smaller southern basin will still be necessary. The discharge from it will be minimized to reduce flow to the south. Both basins will reduce the water flow utilizing the existing crossing.

-PWA was brought in and has agreed to do what they can east of the pipe crossing to help reduce the backwater issues at the road crossing. All of the road work, grade work, improvements, etc. must take place in the right of way.

-Staff has also contacted the property owner downstream of the crossing east and are attempting to get drainage easement from them, hoping to further what can be done to alleviate water build up in the area. The property owner has responded and are willing to discuss options for the area.

The Planning Commission recommended that this item be brought back to them at the June 4, 2019 meeting in order for the applicant to prepare drainage plans. The sale of the property is supposed to close on June 15. In an effort to keep with the applicant's timeline, the Planning Commission recommended that the item also be tabled to the June 11, 2019 City Council meeting. Staff is in agreement with the Planning Commission's recommendation.

Attached are pictures of the drainage concerns following heavy rain on the evening of May 7, 2019 and morning of May 8, 2019.

A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless, AICP
Community Development Director

KG







The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: May 28, 2019

Subject: (PC-1995) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to O-2, General Office, for the property described as a part of Lot 1 of Block 2 of the Friendly Acres Addition, addressed as 11126 E. Reno Avenue.

Executive Summary: This is a request to rezone the property from R-6, Single Family Detached Residential to the O-2 General Office District. The proposed use is a dialysis center. No variances are requested with this application. No public improvements are required with this application, however, half street improvements along Friendly Drive and sidewalk improvements along E. Reno Ave. and Friendly Drive will be requirements of the building permit. The Planning Commission tabled this item to the June 4, 2019 Planning Commission meeting to allow the applicant to address drainage concerns. Staff recommends that this item be tabled to the June 11, 2019 City Council meeting.



Dates of Hearing: Planning Commission – May 7, 2019
City Council – May 28, 2019

Owner: J Lou Properties

Applicant: Bubba Ingram, Ingram Civil Engineering

Council Ward: Ward 3

Proposed Use: Physicians Choice Dialysis

Size:
The area of request has a frontage of approximately 200' along E.

Reno Ave. and a depth of approximately 260' along Friendly Drive. containing an area of approximately 52,000 square feet or 1.19 acres, more or less.

Development Proposed by Comprehensive Plan:

- Area of Request – Office Retail (OR)
- North, South, and West – Office Retail (OR)
- East – Low Density Residential (LDR)

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential
South and East – R-6, Single Family Detached Residential
North – R-6, Single Family Detached Residential and C-3, Community Commercial
West – R-6, Single Family Detached Residential and C-3, Community Commercial

Land Use:

Area of Request – Vacant
North and South– Single family residences
East – Vacant
West – Vacant and one single family residence

Municipal Code Citation:

2.17. O-2, General Office

2.21.1 General Description

This commercial district is intended to provide a location for offices at a higher density than that allowed in the restricted office district.

This district places an emphasis on building location and design in conjunction with landscaping.

This district should be located and designed so that it can be used as a buffer between residential areas and more intense land use activities.

History:

1. (PC-296) A Special Use Permit was granted for this property in 1976 to allow a greenhouse. The underlying zoning at that time was R-1, Single Family Residential.
2. The greenhouse is no longer on the property and as such, the Special Use Permit no longer applies.
3. The property was designated as R-6, Single Family Detached Residential with the adoption of the 2010 Zoning Map.
4. The Planning Commission tabled this meeting to the June 4, 2019 Planning Commission meeting.

Staff Comments:

Engineer's report:

Water Supply and Distribution

A twelve (12) inch public water main is located on the south side of Reno Avenue in the street right-of-way extending along the north side of the area of request. A six (6) inch public water main is located on the west side of Friendly Drive in the street right-of-way extending along the east side of the area of request. Public water mains extend along the full frontage of this property, therefore water line improvements are not required as outlined in Municipal Code 43-32.

This is a rezoning application and during this phase of the development process, setting meters and installing service connections is not required. If this application is approved, connecting to the public water system for service is a building permit requirement and will be done at that time.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the west side of Friendly Drive in the street right-of-way extending along the east side of the area of request. A public sewer main is available to connect to providing service to this property, therefore sewer line improvements are not required as outlined in Municipal Code 43-109.

This is a rezoning application and during this phase of the development process, installing service connections is not required. If this application is approved, connecting to the public sanitary sewer system for service is a building permit requirement and will be done at that time.

Streets and Sidewalks

Access to the area of request is available from Reno Avenue and Friendly Drive. Reno Avenue is classified as a secondary arterial in the 2008 Comprehensive Plan. Reno Avenue is a five (5) lane, 65-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a primary arterial and presently, Reno Avenue has one hundred (100) feet of right-of-way adjacent to and parallel to the north side of the area of request. Friendly Drive is classified as a local street in the 2008 Comprehensive Plan. Friendly Drive is a two (2) lane, 22-foot wide, uncurbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for local roads and presently, Friendly Drive has fifty (50) feet of right-of-way adjacent to the east side of the area of request

Right of way grants are not required with this application.

Friendly Drive does not meet current code requirements for a local street. This is a rezoning application and during this phase of the development process, constructing half street improvements or installing sidewalk is not required at this time.

As outlined in Municipal Code 37-65, at the time of building permit, half street improvements to Friendly Drive will be required for the full frontage of the area of request. Sidewalk improvements along Reno Avenue and Friendly Drive will also be required with a building permit submittal as outlined in Municipal Code 37-67.

Improvement plans for the street and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the west to the east. Currently, the area of request is undeveloped. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this rezoning application. However, as outlined in Municipal Code 13-69, a drainage study and detention pond design will be required with any building permit submittal.

Improvement plans for the drainage and detention pond must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

All development on the proposed tracts must conform with the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

During the May 7, 2019 Planning Commission meeting, a citizen voiced concerns about the drainage crossing on Friendly Road and what impact the proposal may have on it. As of noon on May 8, 2019, staff has:

-Met with the design engineer and discussed diverting the drainage as much as possible away from this crossing to the south. The engineer is going to create two detention basins. A northern drainage basin will be sized as big as possible, and then be released into a new inlet built on Friendly Drive, bypassing the pipe and draining east. This will maximize the amount of water that will no longer use the existing road crossing. A smaller southern basin will still be necessary. The discharge from it will be minimized to reduce flow to the south. Both basins will reduce the water flow utilizing the existing crossing.

-PWA was brought in and has agreed to do what they can east of the pipe crossing to help reduce the backwater issues at the road crossing. All of the road work, grade work, improvements, etc. must take place in the right of way.

-Staff has also contacted the property owner downstream of the crossing east and are attempting to get drainage easement from them, hoping to further what can be done to alleviate water build up in the area. The property owner has responded and are willing to discuss options for the area.

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application.

Fire Marshal's report:

The Fire Marshall has reviewed this rezoning request. All provisions of Chapter 15 of the Municipal Code must be met with the application of a building permit.

A fire hydrant is required to be located a maximum of 400 feet from the facility. If no hydrant is available, a hydrant is required to be installed.

Plan Review Comments:

The applicant is proposing one (1) single story office building. The proposed use is a dialysis center.

The following requirements of the Zoning Ordinance must be met:

- The building must be constructed of 80% masonry materials. The City does not accept EIFS as a masonry product.
- Parking of 1 space per 250 sq. ft. GLA for the first 12,000 sq. ft. of GLA. From 12,001 sq. ft – 48,000 sq. ft. GLA = 1 space per 300 sq. ft. of GLA.

- Minimum aisle width of 26’.
- Minimum parking space size of 9’x18’6”.
- Front setback of 25’ from the right-of-way on E. Reno.
- East side setback of 15’ from the right-of-way on Friendly Drive.
- West side setback of 5’
- Base landscaping of six (6) trees and twelve (12) shrubs plus two (2) trees and two (2) shrubs for every ten (10) parking spaces installed. Landscaping must be in place prior to issuance of a Certificate of Occupancy.
- Maximum lot coverage of 90%
- Signage must meet the requirements of the Sign Ordinance
- Dumpster must be enclosed on three (3) sides by a minimum of 8’ tall masonry walls.

The site plan includes the parcel abutting the area of request to the west. This parcel is currently zoned C-3, Community Commercial. A medical office is an allowed use in the C-3 district. The applicant has stated that this parcel is also being purchased, however, at this time, no development is proposed on this lot. If future development does occur on this lot, it must meet all requirements of the C-3, Community Commercial zoning district.

The applicant is also requesting an access point into the site from Friendly Drive.

Staff sent notices out to all property owners within 300 feet of the area of request. As of this writing, staff has received no calls or letters of protest.

This proposal is consistent with the Comprehensive Plan as the Future Land Use Map shows this parcel as OR, Office Retail.

As noted in the drainage section of this report, an adjacent property owner voiced concerns about drainage at the Planning Commission meeting. The Planning Commission voted to table this item to the June 4, 2019 Planning Commission meeting to allow the applicant time to compile drainage information and submit it to staff for review. In an effort to assist the applicant in staying in line with their June 15 closing date, the Planning Commission recommended that the item be heard at the June 11, 2019 Council meeting with their recommendation included.

Action Required:

Approve or reject the ordinance to redistrict to O-2, General Office for the properties as noted herein, subject to staff's comments as found in the May 8, 2019 agenda packet and made a part of PC-1995 file.



Billy Harless,
Community Development Director
KG



PARKING TABLE	
PARKING REQUIRED (1 SPACE PER 250 SQUARE FEET) 0,000/250=36	
STANDARD	35
ACCESSIBLE	1
TOTAL	36
PROPOSED	
STANDARD	33
ACCESSIBLE	4
TOTAL	37



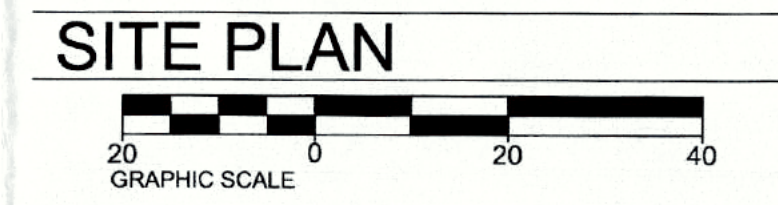
2 3
 TO BE PERFORMED ON ALL CONCRETE

GENERAL SITE NOTES

- SITE LAYOUT FOR PHYSICIAN'S CHOICE BY INGRAM CIVIL ENGINEERING GROUP, LLC, BASED ON SITE SURVEY BY XXX ON X-X-X.
- ORIGINAL TOPOGRAPHICAL INFORMATION IS BASED ON A SURVEY BY XXX ON X-X-X. THE ENGINEER, THE OWNER, OR ANY OF THE OWNER'S CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION.
- ALL CIVIL/SITE WORK ELEMENTS INDICATED TO BE CONSTRUCTED ON THE PLANS ARE TO BE BUILT IN STRICT ACCORDANCE WITH THE STANDARDS ADOPTED BY THE CITY OF MIDWEST/OKLAHOMA COUNTY, UNLESS SPECIFICALLY NOTED OTHERWISE. ALL SITE WORK MUST ALSO COMPLY WITH THE CITY OF MIDWEST/OKLAHOMA COUNTY ENVIRONMENTAL REQUIREMENTS AND FEDERAL EPA REQUIREMENTS.
- WRITTEN DIMENSIONS PREVAIL. DO NOT SCALE THESE DRAWINGS. PRINTED DIMENSIONS WHICH ARE OMITTED OR IN CONFLICT SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER FOR REVIEW AND RESPONSE. DIMENSIONS ARE FROM FACE OF CURB / EDGE OF PAVEMENT AND FACE OF BUILDING, UNLESS NOTED OTHERWISE.
- DIMENSIONS LOCATING THE BUILDING IN RELATIONSHIP TO THE PROPERTY LINES HAVE BEEN PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. WHERE POSSIBLE, COORDINATES CAN BE USED TO ESTABLISH PHYSICAL LENGTHS ALONG THE BUILDING PERIMETER. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING FROM STRUCTURAL AND ARCHITECTURAL DRAWINGS THE ACTUAL EXTENT OF THE BUILDING ON THE PROPERTY. BUILDING LAYOUT SHALL BE BASED SOLELY ON DIMENSIONAL INFORMATION PROVIDED ON STRUCTURAL AND ARCHITECTURAL DRAWINGS. DISCREPANCIES WHICH IMPACT SITE LAYOUT SHOULD BE IMMEDIATELY REPORTED TO THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL SITE FEATURES, (BUILDINGS, ROADS, PARKING, PAVES, WALKS, ETC.) AND WILL EMPLOY A LAND SURVEYOR LICENSED TO PRACTICE IN THE PROJECT'S REGION OF CONSTRUCTION TO STAKE OUT AND MAINTAIN ALL REQUIRED CONTROL POINTS THROUGHOUT THE LIFE OF THE PROJECT. THE SURVEYOR SHALL CERTIFY TO THE ENGINEER, IN WRITING, THAT THE LAYOUT IN THE FIELD SUBSTANTIALLY CONFORMS TO THE LAYOUT INDICATED ON THE CONTRACT DOCUMENTS. LAYOUT DISCREPANCIES OR CHANGES SHOULD BE SO NOTED TO THE ENGINEER.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE DAMAGE OR LOSS OF ANY REFERENCE POINTS, MONUMENTS, HUBS, AND STAKED LOT CORNERS DURING THE CONSTRUCTION OF THE WORK AND SHALL BEAR ANY COST ASSOCIATED WITH REPAIR.
- THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES, OBTAIN ALL PERMITS, AND PAY ALL PERMIT FEES. THE CONTRACTOR SHALL CONFORM TO ALL STATE AND LOCAL CODES AND ORDINANCES AND RECEIVE APPROPRIATE APPROVALS WHERE REQUIRED PRIOR TO COMMENCEMENT OF THE WORK.
- MATERIALS AND PROCESSES OF CONSTRUCTION ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. WHILE THE ENGINEER HAS PROVIDED, FOR THE CONVENIENCE OF THE CONTRACTOR, DRAWINGS OUTLINING CERTAIN REQUIRED OSHA MINIMUM SAFETY PRACTICES, THE ENGINEER DOES NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION OR FOR VERIFYING THAT SUCH MEASURES ARE IMPLEMENTED ON SITE. MAINTAINING A SAFE ENVIRONMENT DURING THE PROMULGATION OF THE WORK IS THE RESPONSIBILITY OF THE CONTRACTOR, THE ENGINEER, THE OWNER AND OTHER CONSULTANTS. HAVE NO EXPERTISE, NOR ACCEPT ANY LIABILITY, IMPLIED OR OTHERWISE, FOR MATERIALS AND PROCESSES OF CONSTRUCTION.
- THE CONTRACTOR SHALL NOT COMMENCE ANY WORK WHICH IS NOT UNDER THE CONTROL OR OWNERSHIP OF THE OWNER WITHOUT WRITTEN PERMISSION FROM THE PROPERTY'S OWNER OR CONTROLLING INTEREST. WHERE CONTROLLING INTEREST IS A LOCAL, STATE, OR FEDERAL AGENCY, THEN APPROVAL FOR CONSTRUCTION SHALL CONSTITUTE AUTHORITY TO COMMENCE WORK.
- WHERE NOT SPECIFICALLY NOTED OTHERWISE, ALL CONCRETE FINISHES SHALL BE SLIP RESISTANT PER TECHNICAL SPECIFICATIONS.
- ALL ACCESSIBLE PARKING SPACES, INDICATED WITH THE GRAPHIC ACCESSIBLE SYMBOL, DENOTE ACCESSIBLE PARKING SPACES. THESE SPACES ARE DESIGNED TO CONFORM TO ADA AND OKLAHOMA ACCESSIBILITY STANDARD SPECIFICATIONS. ALL INDICATED SPACES SHALL RECEIVE THE PAINTED SYMBOL AND APPROPRIATE IDENTIFICATION SIGNAGE. WHERE REQUIREMENTS ARE DIFFERENT OR IN EXCESS OF THESE, THE CONTRACTOR WILL ALLOW FOR THOSE ADDITIONAL REQUIREMENTS IN HIS PRICE AND PROMPTLY SUBMIT THEM TO THE ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR USING THE ONE-CALL SYSTEM OR OTHER MEANS TO CONTACT AND VERIFY LOCATIONS OF ALL UTILITIES. THE CONTRACTOR IS FULLY RESPONSIBLE FOR REPAIRS TO DAMAGED UTILITIES.
- THE CONTRACTOR IS TO CONTROL TRAFFIC FLOW DURING TIME OF CONSTRUCTION. ANY AND ALL TRAFFIC CONTROL IMPLEMENTED DURING THIS PROJECT SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- ALL WORK WITHIN PUBLIC RIGHT-OF-WAY MUST BE IN ACCORDANCE WITH CITY OF MIDWEST/OKLAHOMA COUNTY AND OKLAHOMA D.O.T. REGULATIONS.

- SITE NOTES**
- SITE DETAILS**
- CONCRETE SIDEWALK
 - CONCRETE JOINTS
 - CONCRETE JOINT SEALANTS
 - HEAVY DUTY ASPHALT
 - LIGHT DUTY ASPHALT
 - HEAVY DUTY CONCRETE PAVEMENT
 - LIGHT DUTY CONCRETE PAVEMENT
 - CONCRETE CURB AND GUTTER
 - ACCESSIBLE SPACE LAYOUT
 - ACCESSIBLE SIGNS
 - ACCESSIBLE SYMBOL
 - ACCESSIBLE CURB RAMP
 - WHEEL STOP
 - TRAFFIC FLOW ARROWS
 - STOP BAR
 - DUMPSTER PAD WITH ENCLOSURE
 - PIPE BOLLARD

- LEGEND: SITE**
- PROPOSED HC ACCESSIBLE PARKING SPACE (SEE SITE DETAIL)
 - LINEAR DIMENSION
 - PROPOSED CURVE RADIUS DIMENSION
 - PROPOSED SIGN
 - PROPOSED PRECAST WHEEL STOP
 - PROPOSED TRAFFIC ARROW (SEE SITE DETAIL)
 - PROPOSED STOP BAR (SEE SITE DETAIL)
 - PROPOSED HEAVY DUTY ASPHALT PAVEMENT
 - PROPOSED LIGHT DUTY ASPHALT PAVEMENT

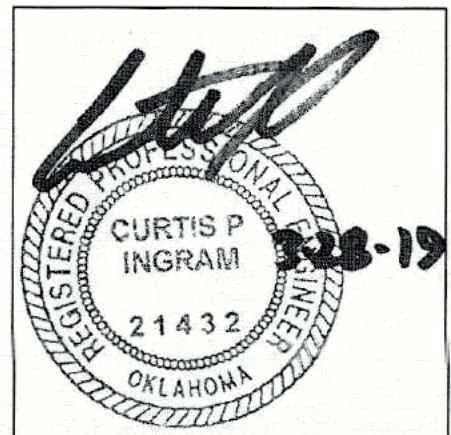


INGRAM CIVIL ENGINEERING GROUP, LLC
 212 OAKWOOD CIRCLE, SUITE 105
 BREVARDWOOD, TENNESSEE 37027
 815.370.7954 OFFICE
 815.370.1273 FAX
 STATE LICENSED PROFESSIONAL ENGINEER #24182
 CURTIS P. INGRAM, P.E.
 INGRAM CIVIL ENGINEERING GROUP, LLC

REV #	DATE	REVISION DESCRIPTION

Physicians Choice dialysis

Proposed Dialysis Facility for:
PHYSICIANS CHOICE DIALYSIS of MIDWEST CITY, OK
 RENO AVENUE
 MIDWEST CITY, OKLAHOMA 73130



the design group architect
main concepts, inc.
 P.O. Box 1177
 Groveville, TN, 37744
 (615) 258-1010

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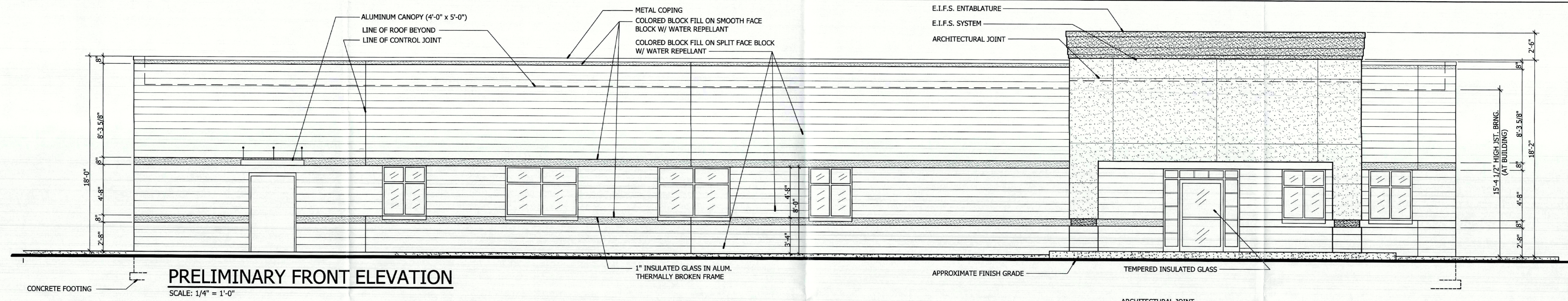
Drafted By: SAS
 Checked By: CPI
 Date Drawn: 03/28/19
 Project #: 181212

SITE PLAN

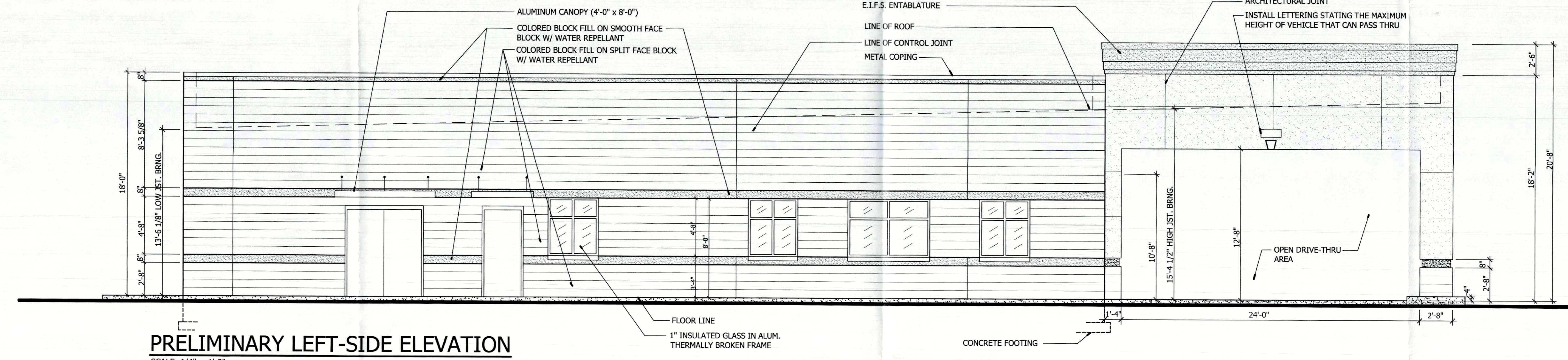
Sheet Name

C200

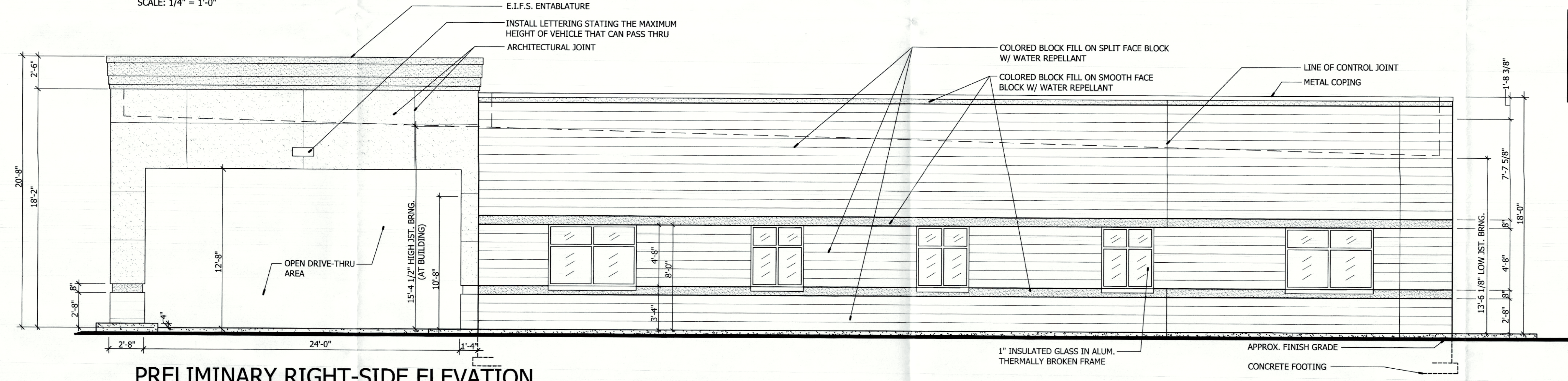
Sheet Number



PRELIMINARY FRONT ELEVATION
SCALE: 1/4" = 1'-0"



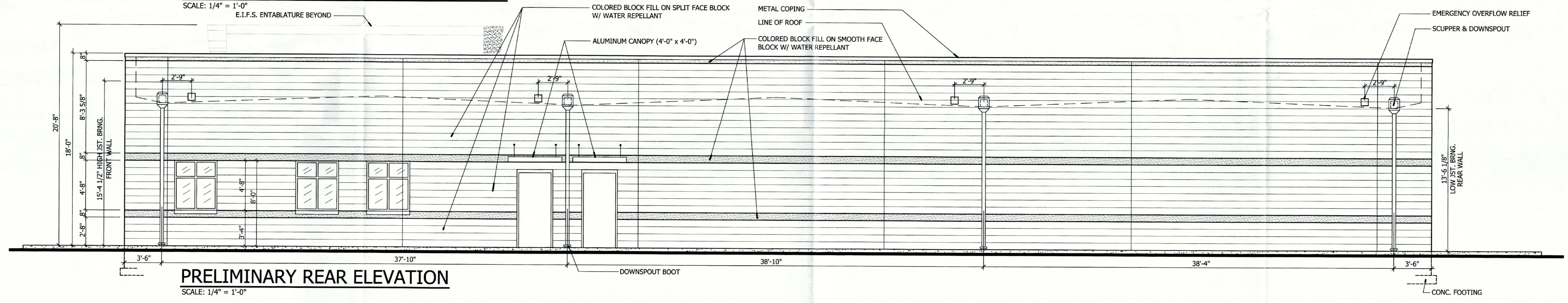
PRELIMINARY LEFT-SIDE ELEVATION
SCALE: 1/4" = 1'-0"



PRELIMINARY RIGHT-SIDE ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR WALL MATERIALS

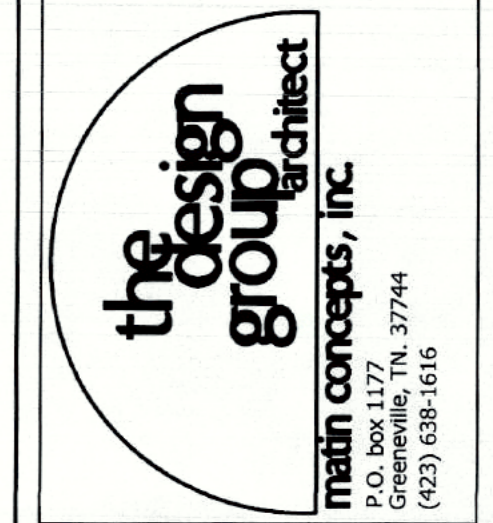
- TOTAL EXTERIOR WALL S.F. = 8,150 S.F.
- MASONRY = 8,150 x 80% MIN. = 6,520 S.F.
A. EXTERIOR MASONRY ACTUAL S.F. = 7,956 S.F.
- E.I.F.S. = 8,150 x 20% MAX. = 1,630 S.F.
A. EXTERIOR E.I.F.S. ACTUAL S.F. = 1,094 S.F.



PRELIMINARY REAR ELEVATION
SCALE: 1/4" = 1'-0"

REV #	DATE	REVISION DESCRIPTION

Proposed Medical Facility for:
NEW MEDICAL OFFICE BUILDING
MIDWEST CITY, OK
RENO AVENUE
MIDWEST CITY, OKLAHOMA 73130

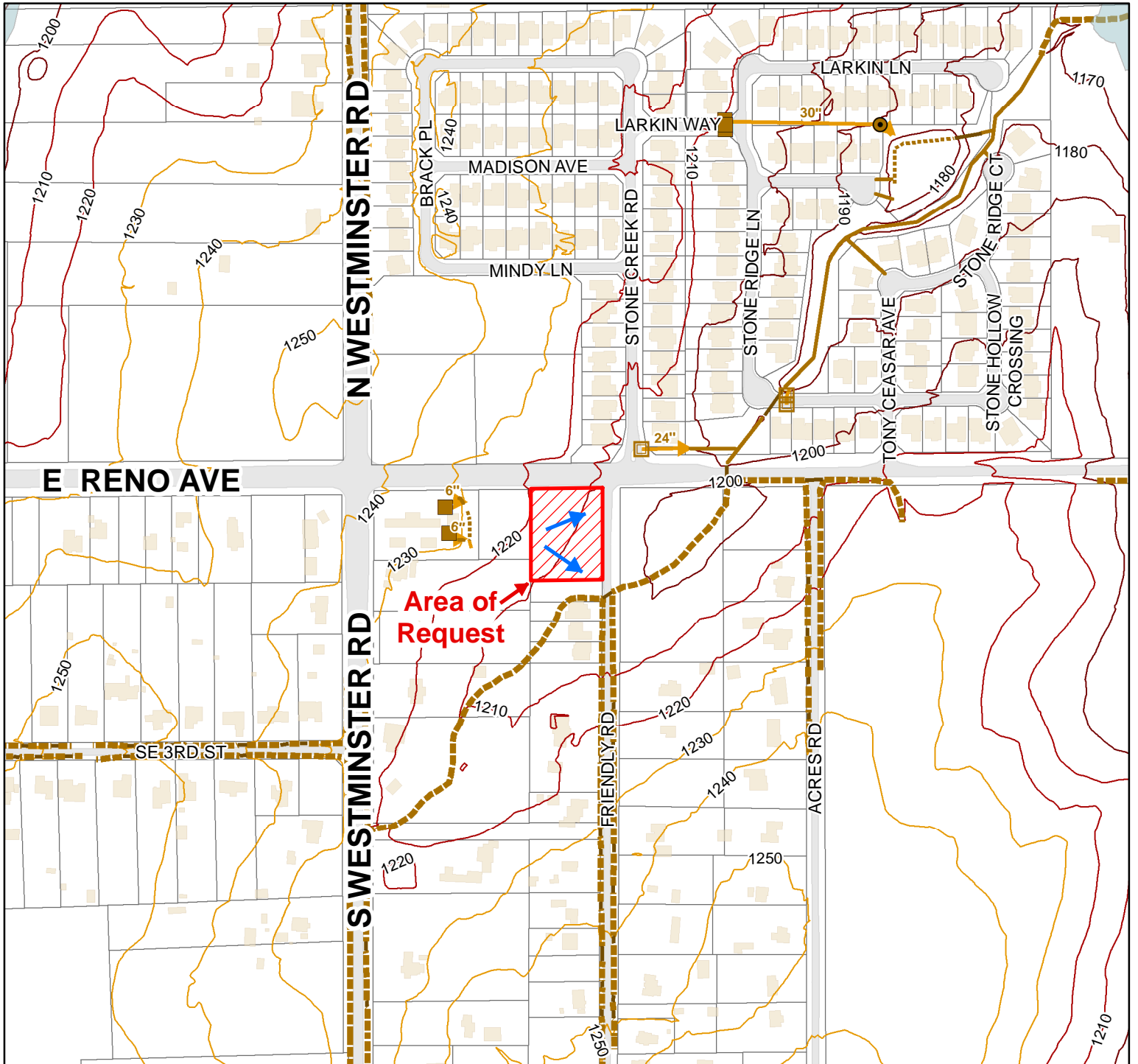


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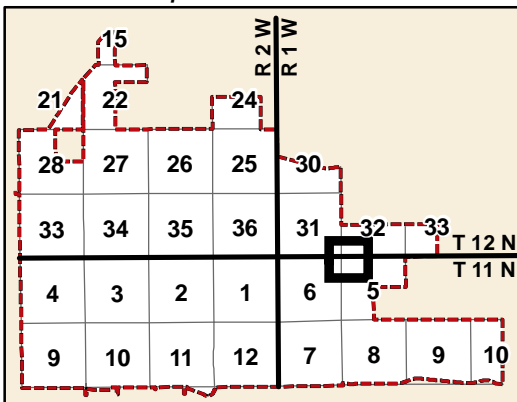
Drafted By: MDM
Checked By: JRS
Date Drawn: 03/28/19
Project #: 181212

PRELIMINARY EXTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"
Sheet Name

Sheet Number



Locator Map



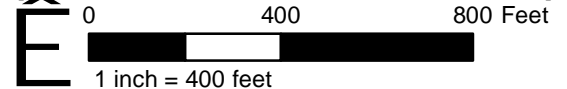
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

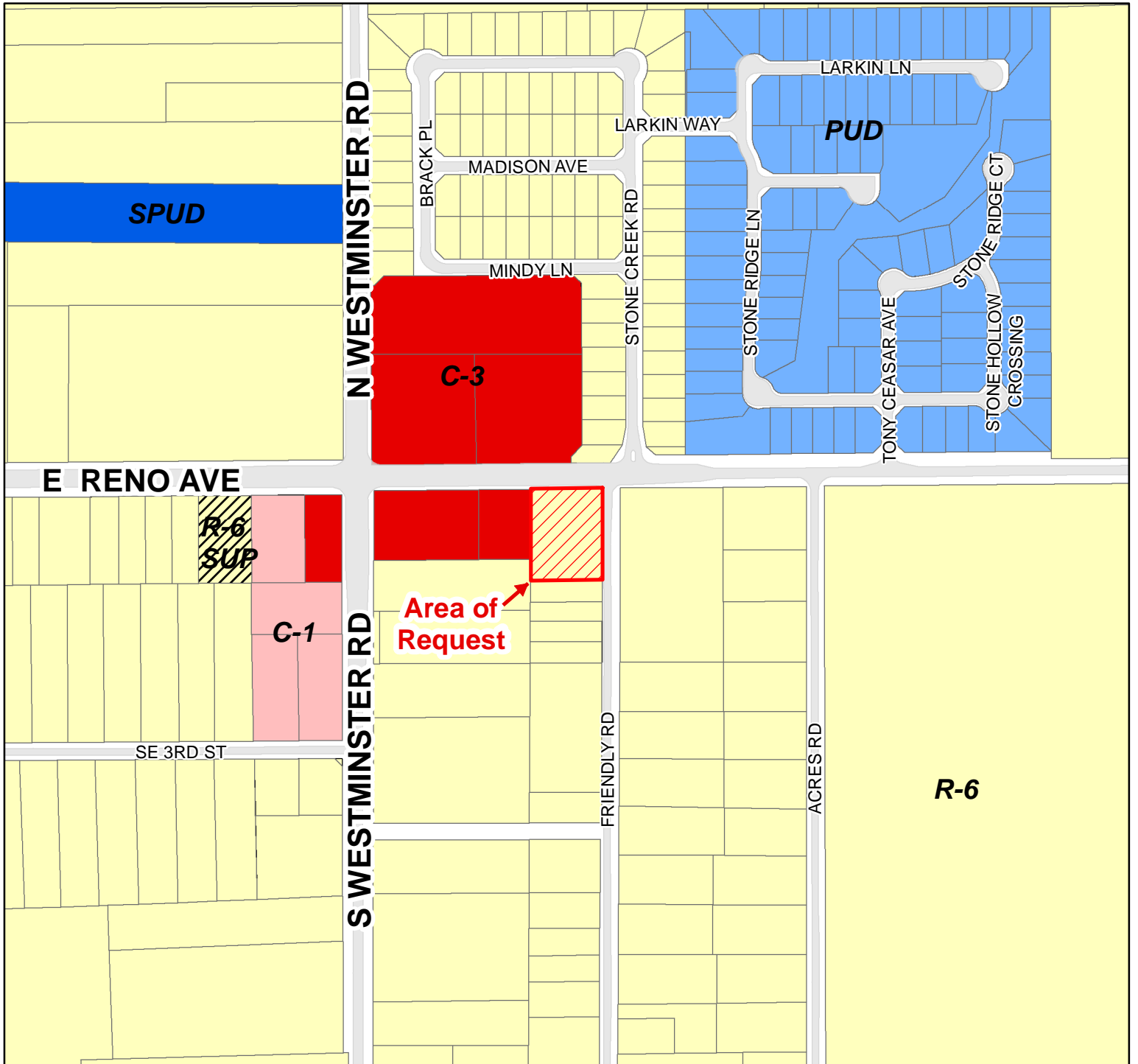
DRAINAGE LOCATION MAP FOR PC-1995

(NW/4, Sec. 5, T11N, R1W)

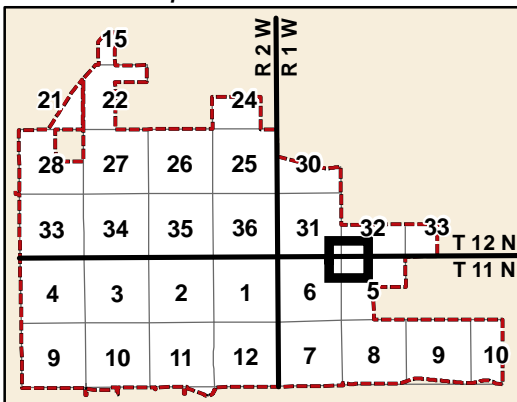


1 inch = 400 feet

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Locator Map



Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-2 SUP	O-2 SUP	R-HD SUP
C-3	R-6	R-MH-1
C-3 SUP	R-6 SUP	R-MH-2
C-4	R-8	PUD
C-4 SUP	R-10	SPUD
I-1	R-22	HOS
I-2		HOS SUP

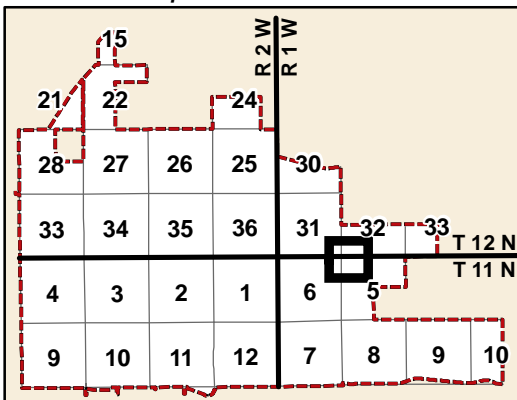
**ZONING MAP FOR
PC-1995
(NW/4, Sec. 5, T11N, R1W)**



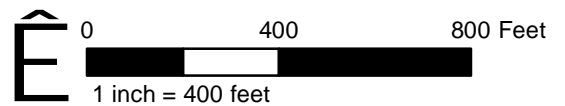
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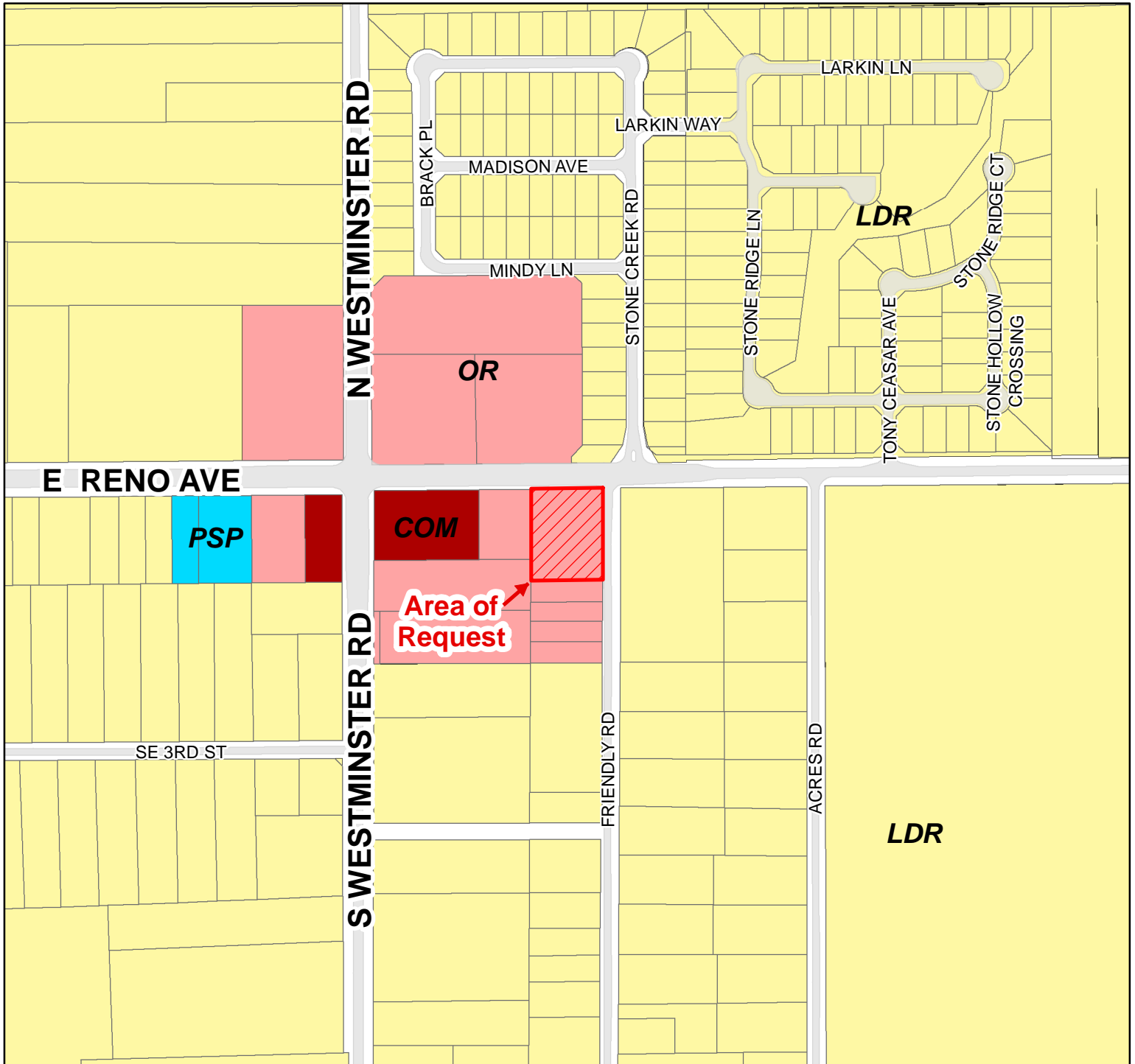
Locator Map



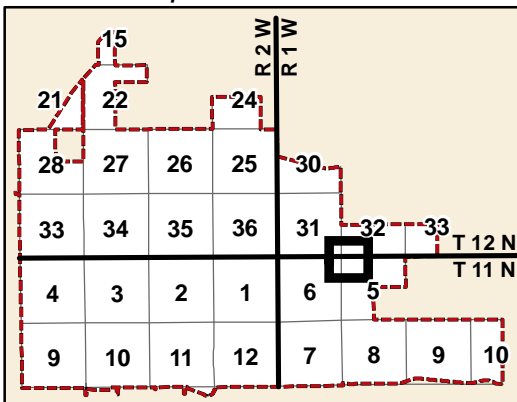
**2017 DOP (AERIAL) VIEW FOR
PC-1995
(NW/4, Sec. 5, T11N, R1W)**



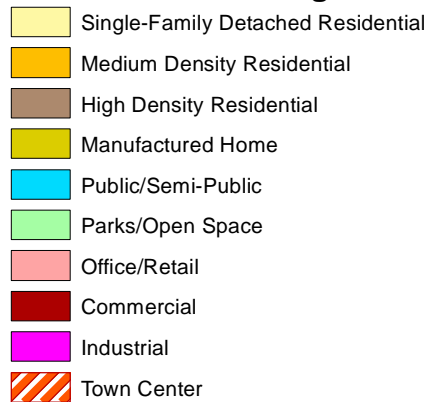
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT 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.



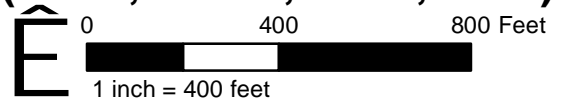
Locator Map



Future Land Use Legend



**FUTURE LAND USE
MAP FOR
PC-1995
(NW/4, Sec. 5, T11N, R1W)**



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.

1 **PC-1995**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO O-2, GENERAL OFFICE, AND DIRECTING**
5 **AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE**
6 **RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING**
7 **FOR REPEALER AND SEVERABILITY**

8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to O-2 General Office, subject to the conditions contained in the PC-1995 file, and that the offi-
cial Zoning District Map shall be amended to reflect the reclassification of the property’s zoning
district as specified in this ordinance:

12 All of Lot One (1) and the North 200 feet of Lot Two (2) in Block Two (2) of FRIEND-
13 LY ACRES ADDITION, Being a subdivision of Government Lot 4 and the SW/4 of the
14 NW/4 of Section Five (5), Township Eleven (11) North, Range One (1) West of the Indi-
an Meridian, Oklahoma County, Oklahoma, according to the recorded plat thereof.

15 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are here-
16 by repealed.

17 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
18 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
tions of the ordinance.

19 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
20 on the _____ day of _____, 2019.

21 THE CITY OF MIDWEST CITY, OKLA-
22 HOMA

23 _____
24 MATTHEW D. DUKES II, Mayor

25 ATTEST:

26 _____
27 SARA HANCOCK, City Clerk

28 APPROVED as to form and legality this _____ day of _____, 2019.

29 _____
30 HEATHER POOLE, City Attorney



City Attorney
100 N. Midwest Boulevard
Midwest City, OK 73110
hpoole@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

TO: Mayor and Council

FROM: Heather Poole, City Attorney

DATE: July 9, 2019

RE: Discussion and consideration of approving an Agreement to pay Midwest City's share of Central Oklahoma Master Conservancy District (COMCD) financing with Oklahoma Water Resources Board to pay for infrastructure repairs as set out within the three member cities' contracts with the COMCD, with Midwest City's portion being 40.4%, or approximately \$2,713,847.00.

The City of Midwest City is a member of the Central Oklahoma Master Conservancy District (COMCD) and entered into a contract in 1961 to fund the development and infrastructure and agree on Midwest City's apportionment of water use and financial obligations. Those agreements were renewed for another twenty five year period in 2017. Part of the infrastructure obligations include the pipeline transmitting water to Del City, a portion of which runs under Tinker. The costs to relocate the pipes under Tinker are being borne by the base, however, the remainder of repairs were bid out and awarded to Matthews Trenching of Oklahoma City for \$5,643,680. The portion of Midwest City's share of the infrastructure repairs is 40.4 %, or approximately \$2,280,046.72 of the overall \$5,643,680 financed by Oklahoma Water Resources Board. The amortization schedule shows the interest Midwest City will also pay on its share. Del City has approved an agreement to pay their portion of the financing and Norman will have this item on their council's agenda this evening as well. The financing agreement with COMCD and OWRB, the amortization schedule for Midwest City's portion of the financing, the correspondence from COMCD regarding the repairs, the bid tab for the pipeline repair bids, the renewal contract of Midwest City and COMCD; and the agreement between COMCD, Bureau of Reclamation and City of Midwest City are attached.

In terms of Midwest City's involvement with the COMCD some history on its implementation may be of assistance: In 1923 the Oklahoma Legislature passed the Conservancy District Act. The Conservancy District Act called for the establishment of projects that would be paid for by assessments against landowners. The Conservancy District Act allowed for projects to be implemented over time to include irrigation and also projects for the supply of water to cities and towns and water districts. Districts would be established by the petition of landowners in a water basin and if 51% of them voted to come under an assessment to pay the costs of a project, a district could be established, a levy made, and an irrigation or water supply project could be constructed by the district.

The Bureau of Reclamation received large amounts of appropriated funds for projects to construct dams for irrigation and water supplies all over the West. Local landowners, farmers, cities, and states began to proposed projects to benefit Oklahomans. Projects came to be driven by the need for water supply sources to support population growth, but they became largely driven as well by the availability of federal funds for construction of dams and reservoirs, and for piping and pumping systems to supply the water to the end users.

The ability to establish districts for water supply purposes was enhanced by three amendments to the Conservancy District Act in particular. The Act was amended to allow 50% of the population and land within a city limits to be counted toward the approval of the establishment of the district merely by the city in question voting in favor of its establishment for water supply purposes. Second, the Act allowed repayment of the costs of a water supply project not by assessment of landowners, necessarily, but by agreement of cities to pay water use charges sufficient to cover the cost of construction and operation of a dam, reservoir, and water delivery systems. That provision provided a way to get around the requirement for 51% of the landowners, and landowners owning 51% of the land, in a basin to approve a project. Third, the Act was amended to state that, if the federal government would fund construction of a dam and lake and appurtenant facilities, the Act would be construed to conform to whatever federal requirements would be imposed, so that state law would not stand in the way of any project demanded locally but funded federally.

The cities of Midwest City, Del City, and Norman, joined by over 3000 individual landowners, petitioned the Oklahoma Supreme Court to establish a conservancy district encompassing the boundaries of those cities. The purpose of the district would be to implement a water supply project for them and for other uses, but primarily to supply water to the three cities and to Tinker Air Force Base. Sure enough, one landowner sued to prevent the formation of the district. The Cleveland County District Court reviewed the petitions for establishment of the district and the opposition case, and conducted a trial on the facts of the matter. After trial, the District Court found the law in favor of the proponents and established the COMCD. The establishment of the District was upheld by the Oklahoma Supreme Court in the case of *In Re Central Oklahoma Master Conservancy Dist.*, 1961 OK 23, decided January 31, 1961.

Soon after establishment of the District, Congress through the Bureau of Reclamation funded the construction of the Norman Project (late named Lake Thunderbird). The funding was dependent on reservation of water rights in the Thunderbird basin by the federal government which were later assigned to COMCD and the three cities. It was also contingent on repayment of the federal loan to build the project by the COMCD and commitments from the three cities to pay water use charges to cover those costs. In 1961 the Cleveland County District Court approved the contracts that obligated the District and the cities to cover these costs and repay the loan, and the construction of the Norman Dam ensued. (Tinker Air Force Base chose not to participate in the project.)

The gates on the dam closed in 1965 and water has been supplied to Norman, Midwest City, and Del City by COMCD ever since then. The federal construction loan had a fifty-year term, and it was paid off by the District in 2016. However, the federal government continues to own all parts of the Project, including the dam, the lake, and all water supply facilities (pipes, pumps, storage tanks). After the federal construction loan was paid off, the District continues to operate the Norman Project under the terms of the contracts between the federal government (Bureau of

Reclamation) and the District. The contract requires the District to pay for all operation, maintenance, and replacement costs of the Project. Under the contracts between the District and each of the three cities, which were renewed for a twenty-five year term in 2017, and the terms of which have also have been approved by the Bureau of Reclamation, the District continues to supply water to them from the Norman Project. The cities continue to pay for that water by paying the District the equivalent of its costs of operation, maintenance, and replacement of the facilities of the Norman Project.

Staff recommends approval of the agreement to pay our portion of the financing for the repairs.

Respectfully submitted,

Heather M. Poole
City Attorney

Attachments:

OWRB Financing Agreement;
Amortization Schedule;
June 12, 2019 correspondence from COMCD;
bid tab for the pipeline repair bids;
2017 contract between Midwest City and COMCD;
and the agreement between COMCD and City of Midwest City

**LOAN AGREEMENT
FOR DRINKING WATER SRF LOAN**

This LOAN AGREEMENT FOR DRINKING WATER SRF LOAN (the “Loan Agreement”), dated as of the 1st day of June, 2019, is by and between the OKLAHOMA WATER RESOURCES BOARD (the “OWRB”), a body corporate and politic and an instrumentality, agency and department of the State of Oklahoma (the “State”) and the Central Oklahoma Master Conservancy District (the “Borrower”), a master conservancy district duly organized and existing under the Conservancy Act of Oklahoma, Title 82 Section 531 et. seq. of the laws of the State of Oklahoma.

Commented [BK1]: It is fairly common for the loan documents to be dated the first of the month that work on the transaction began (this date may be changed to July 1 since that is the month we are closing). The Promissory Note will have the exact date of closing of the loan.

WITNESSETH:

WHEREAS, Title 82, Oklahoma Statutes 2011, Section 1085.73 *et seq.* (the “Act”) established a Drinking Water Treatment Revolving Loan Account (“DWTRLA”) to enable the State of Oklahoma to match federal funds and implement the Federal Safe Drinking Water Act by providing for a program for financial assistance (commonly known as the “Drinking Water SRF Financing Program”) to eligible entities for certain authorized purposes; and

WHEREAS, the Borrower has requested a loan through the Drinking Water SRF Financing Program to provide low interest financing for the costs of water system improvements and upgrades as described in the Borrower’s Application for Funding; and

WHEREAS, the OWRB is authorized to enter into binding loan agreements with eligible entities specified by the Department of Environmental Quality (“DEQ”), pursuant to the terms of the Act; and

WHEREAS, the DEQ and the OWRB have made all findings required under the Act for approval of the loan, and the OWRB is willing to make a loan to the Borrower for the aforementioned purposes.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements hereinafter contained, the Borrower and the OWRB hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1. Except where the context clearly indicates otherwise, the terms “eligible entity”, “Safe Drinking Water Act”, and “drinking water treatment project” shall have the definitions and meanings ascribed to them under the Act.

1.2 “Accountant” shall mean an independent certified public accountant or firm of independent certified public accountants of recognized standing qualified to perform the duties required in this Loan Agreement.

1.3 “Application for Funding” shall mean the Borrower's Application for Funding No. ORF-19-0008-DW to the DEQ and the OWRB for a loan for the purpose of financing drinking water treatment system improvements, a copy of which application is attached hereto as Exhibit “A”.

1.4 “Bond Indenture” with respect to each series of Bonds, shall mean the bond indenture or other similar document between the OWRB and the Trustee Bank, pursuant to which a series of Bonds is issued and delivered.

1.5 “Bonds” shall mean obligations issued by the OWRB to provide a source of funding for the Drinking Water SRF Financing Program, to which revenues received from repayment of this Loan may be pledged from time to time.

1.6 “Consulting Engineer” shall mean an independent consulting engineer or firm of independent consulting engineers retained by the Borrower, designated in the Application for Funding and acceptable to the DEQ, and qualified to perform the duties required in the Loan Agreement.

1.7 “DEQ” shall mean the Department of Environmental Quality of the State of Oklahoma.

1.8 “Drinking Water SRF” shall mean the State Drinking Water Treatment Revolving Loan Account, or DWTRLA.

1.9 “Drinking Water SRF Financing Program” shall mean the State's permanent program approved by EPA for providing financial assistance for drinking water treatment projects, established in accordance with Section 130 of the Safe Drinking Water Act and Title 82, Oklahoma Statutes 2011, Section 1085.73 *et seq.* as amended.

1.10 “EPA” shall mean the United States Environmental Protection Agency or Regional Office thereof.

1.11 “Existing Indebtedness” shall mean any existing obligations of the Borrower payable from the Revenues pledged by the Borrower to the payment of the debt service requirements of the Loan, including specifically:

1.12 “Indenture” shall mean the Trust Agreement dated as of June 1, 2019, by and between the Borrower and the Local Trustee.

1.13 Reserved.

1.14 “Loan” shall mean the particular loan for long-term financing to be made by the OWRB to the Borrower pursuant to the terms of this Loan Agreement for Drinking Water SRF Loan.

1.15 “Local Act” shall mean an official action of the Borrower taken in accordance with applicable ordinances or rules of the Borrower and laws of the State.

1.16 “Local Trustee” shall mean BancFirst, a national banking association with corporate trust powers domiciled in the State with principal offices in Oklahoma City, Oklahoma, experienced and qualified to act as a corporate trustee, selected by the Borrower, and approved by the OWRB to serve as trustee for the Borrower pursuant to Section 2.7(W) hereof.

1.17 “Net Revenues Available for Debt Service” shall mean the Gross Revenues after the deduction of the Operation and Maintenance Expenses for the period in question.

1.18 “Note” shall mean the Series 2019 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board to be issued by the Borrower pursuant to the Act, as amended, to evidence the Loan and which obligation will be purchased by the OWRB in accordance with the provisions of this Loan Agreement for Drinking Water SRF Loan.

1.19 “Operation and Maintenance Expenses” shall mean the reasonable and necessary current expenses of the Borrower in operating, maintaining and repairing the System which may include, without limiting the generality of the foregoing, the following:

(1) Costs of billing and collecting the rentals, fees, rates and charges for the use and services of the System and commodities furnished thereby, and for making any refunds therefrom lawfully due to others which may be charged by the Borrower from time to time for performing such services;

(2) Costs of audit reports and legal, accounting and engineering expenses directly related to the administration, operation, maintenance and repair of the System;

(3) Costs of salaries, wages and other compensation of officers and employees and payments to pension, retirement, health and hospitalization funds and other insurance (including self-insurance for the foregoing);

(4) Overhead expenses directly or indirectly related to the administration, operation, maintenance and repair of the System including the costs of fuel and purchased electricity;

(5) Costs of routine repairs, replacements, renewals and alterations occurring in the usual course of business;

(6) Costs of material and supplies used in the ordinary course of business, including ordinary and current rentals of vehicles, equipment, machinery, tools or other property;

(7) Costs of carrying out the provisions of the Bond Indenture, including Bank's fees and expenses; costs of insurance required hereby or a properly allocable share of any premium on any blanket policy which covers or pertains to the System and expenses of the professional consultants and legal fees and expenses;

(8) All other costs and expenses of operating, maintaining and repairing the System in the routine and normal course of business, including without limitation, costs and expenses of attorneys, accountants, financial consultants, insurance consultants, and consulting engineers and others.

PROVIDED, HOWEVER, that the term "Operation and Maintenance Expenses" shall not include, (i) any allowance for depreciation and other non-cash items; (ii) any amounts for capital replacements, renewals and repairs not recurring annually or reserves therefor; (iii) costs of additions, expansions, betterments and improvements to the System or reserves therefor; (iv) reserves for administration, operation, maintenance and repairs occurring in the normal course of business; (v) costs related to the issuance of notes or bonds; (vi) payment (including prepayment) of the Bonds, including principal, interest and premium therefor and/or reserve requirements therefor.

1.20 "OWRB" shall mean the Oklahoma Water Resources Board.

1.21 "Project" shall mean the drinking water treatment system improvements, all as described in the Application for Funding No. ORF-19-0008-DW to be constructed, modified, expanded, or refinanced by the Borrower with, among other funds, the proceeds of the Loan.

1.22 "Project Costs" shall mean in connection with the Project or any future project, together with any other proper cost items not specifically mentioned herein, all costs of acquiring, constructing, furnishing, equipping, and financing the Project as specified on Exhibit "D" attached hereto, including but not limited to: obligations incurred for labor and materials and to contractors, builders, and materialmen; restoration or relocation of property damaged or destroyed in connection with such construction; premiums on contractors' performance, payment, and completion bonds if required; the cost of machinery, equipment, or supplies purchased by the Borrower for inclusion as part of the System; fees, compensation, and expenses of the Borrower for services rendered during said period; taxes, fees, charges, and expenses due and payable in connection with the Project, the financing thereof, or the issuance of and security for bonds or notes; premiums on insurance in connection with the Project, the financing thereof, or the issuance of and security for bonds or notes; premiums on insurance in connection with the construction of additions to the System; costs

of architects' and engineers' services; all costs incident to and properly allocable to the acquisition, equipping, and construction of the Project and placing of the same in operation; capitalizing principal and interest requirements and any reserve funds for any bonds or notes; legal, financing, financial, administrative, accounting, printing, and recording expenses and fees; and the fees and expenses of bond counsel.

1.23 "Project Costs Disbursement Account" shall mean the account the Borrower maintains with a federally insured banking institution that is separate and apart from all other funds and accounts of the Borrower for the purpose of receiving disbursements of Loan funds pursuant to Section 2.2 and Section 2.11 herein.

1.24 "Replacement Costs" shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances during the useful life of the treatment works necessary to maintain the capacity and performance for which such works are designed and constructed, excluding capital replacements, repairs, and maintenance not recurring annually (or at shorter intervals) or reserves therefor.

1.25 "Revenues" shall mean: (i) all rates, fees, rentals, other charges, income, and monies properly allocable to the System in accordance with generally accepted accounting principles resulting from the ownership and/or operation of the System, excluding customer deposits and any other deposits subject to refund until such deposits have become the property of the Borrower; (ii) the proceeds of any insurance covering business interruption loss relating to the System; and (iii) any other monies from other sources pledged by the Borrower to the payment of debt service requirements of the Note. Such Revenues derived from the System shall, unless precluded by restrictions relating to Existing Indebtedness of the Borrower, be dedicated for payment of debt service requirements of the Loan prior to payment of Operation and Maintenance Expenses of the System.

1.26 "Revised OMB Guidance" shall mean the guidance revised by the Office of Management and Budget ("OMB") ON December 2013 for 2 CFR Chapter I, Chapter II, Part 200, et al. *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

1.27 Reserved.

1.28 Reserved.

1.29 Reserved.

1.30 "System" shall mean the Borrower's water utility systems.

End of Article I

ARTICLE II

TERMS AND CONDITIONS OF LOAN; SECURITY FOR LOAN; REPAYMENT OF LOAN; COVENANTS AND REPRESENTATIONS OF BORROWER

2.1 Subject to the provisions of this Loan Agreement for Drinking Water SRF Loan, applicable state statutes, those items listed on Exhibit "E" attached hereto, and applicable rules, regulations, and procedures of the OWRB and of the DEQ, and in anticipation of the Borrower's issuance of its Note as provided herein, it is hereby agreed that the OWRB shall make a Loan to the Borrower and the Borrower shall accept the Loan from the OWRB, and to such end, it is agreed that the Borrower shall sell to the OWRB and the OWRB shall purchase from the Borrower, the Note in the principal amount of Eight Hundred Twenty Three Thousand One Hundred Eighty Dollars (\$5,643,680.00).

2.2 The OWRB shall disburse proceeds of the Loan to the Borrower only for incurred Project Costs and in accordance with Drinking Water SRF Financing Program procedures. The Borrower shall submit certified requests for disbursement of loan proceeds to the DEQ on DW-271 forms. The requests shall be accompanied by such invoices or other documentation as may be required by the DEQ to demonstrate that such amounts have been incurred by or on behalf of the Borrower for the payment of Project Costs. Upon approval by DEQ, the request shall be forwarded to the OWRB, which shall provide for disbursement of the loan proceeds to the Borrower in an expeditious and timely manner. The Borrower shall maintain a Project Costs Disbursement Account separate and apart from all other funds and accounts of the Borrower for the purpose of receiving disbursements of Loan funds pursuant to this Section 2.2 (the "Project Costs Disbursement Account"). The Project Costs Disbursement Account shall be maintained with a federally insured banking institution, which may or may not be the Local Trustee. The Borrower covenants and agrees that all disbursements of loan proceeds received in the Project Costs Disbursement Account shall be immediately and expeditiously transferred or paid out, as appropriate, for payment of Project Costs as specified by the Borrower on the corresponding DW-271 form. If any deposits to the Project Costs Disbursement Account are funded in whole or in part with proceeds of Bonds issued after January 1, 2008, the OWRB shall maintain records that provide the amount of proceeds funded from proceeds of Bonds and the Issuance Date of such Bonds (referred to herein as the "Issuance Date"). Anything in this Agreement to the contrary notwithstanding, should the construction of the Project not be completed within thirty (30) days prior to the third anniversary of the Issuance Date of such Bonds, the parties agree that the unfunded balance of the Loan may, at the option of the OWRB, be deposited to the Project Costs Disbursement Account, and disbursements for Project Costs shall be made, in accordance with the provisions of Section 2.11.

2.3 According to EPA requirements for the Drinking Water SRF Financing Program, (x) the Note must be fully amortized and repaid **no later than fifteen (15) years** after the date the Project is completed, and (y) the Borrower must commence repayment of principal no later than one (1) year after the date construction of the Project is completed. Accordingly, the parties agree that the Note shall mature on the earlier of (i) the March 15 or September 15 next preceding the date which is **fifteen (15) years** after completion of construction of the Project as certified to the

OWRB by the Borrower, or (ii) **September 15, 2035**. The outstanding principal balance of the Note, together with all accrued, but unpaid, interest and administrative fees shall be due and payable in full on said maturity date. The Note shall contain other provisions set forth in Exhibit "B" attached hereto and made a part hereof.

2.4 The Borrower shall make semi-annual payments of principal, interest, and administrative fee directly to the OWRB or the OWRB's Trustee Bank (as directed by the OWRB), in such amounts and at such times as described below, until the Project is complete and the Amortization Table is provided to the Borrower and the Local Trustee as provided for below. Upon completion of the Project and provision of the Amortization Table, the Borrower shall be required to commence monthly payments of principal, interest, and administrative fee to the Local Trustee, and the Local Trustee shall remit semi-annual payments as provided for below. The Borrower shall pay to the OWRB or the Trustee Bank (as directed by the OWRB) interest on the Loan at the rate of **(TBD) %** per annum, plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest and the administrative fee shall be computed on the basis of a year of 360 days and the number of actual days elapsed. The interest and administrative fee payments shall be made on a semi-annual basis, commencing on September 15, 2019, and continuing each March 15 and September 15 thereafter for the term of the Loan. The Borrower shall commence repayment of principal on the earlier of (i) the March 15 or September 15 next following the date construction of the Project is completed, as certified to the OWRB by the Borrower, or (ii) **March 15, 2021**, and shall continue to repay principal semiannually for the term of the Loan according to the Amortization Table to be provided by the OWRB as described hereinbelow; provided, in the event that it becomes necessary for the Borrower to commence repaying principal to the OWRB as provided in the Preliminary Principal Payment Schedule as set forth on Schedule "A" to the Note, until such time as the OWRB provides the final Amortization Table to the Borrower and the Local Trustee as set forth below. After the Project is completed and the Borrower has certified to the OWRB that all Project Costs have been paid, then the OWRB shall produce and provide to the Borrower and the Local Trustee an Amortization Table which reflects the total amount of principal advanced under the Note less any principal payments already received, plus interest and administrative fees due and payable. [The amortization table will provide to the extent possible for the payment of level debt service payments on the Note.] The amortization table will be attached as Schedule "A" to the Note at the time it is provided by the OWRB to the Borrower and the Local Trustee, and shall replace and supercede the Preliminary Principal Payment Schedule in all respects and will require no further action or approval by the Borrower or the governing body of Delaware County, Oklahoma. In the event the Borrower defaults in the payment of any of its required payments to the OWRB or the Trustee Bank, the amount of such default shall bear interest at the rate of fourteen percent (14%) per annum, from the date of the default until the date of payment thereof. In the event any due date for payment of any installment of principal, interest, or administrative fee shall not be a regular business day, then such date for payment of principal, interest, or administrative fee shall be the immediately preceding business day.

Commented [BK2]: The interest rate is calculated 10 days before closing. The Estimated Amortization Schedule is included to give you an idea of the interest rate but it is subject to change.

Notwithstanding the provisions of the immediately preceding paragraph, should the construction of the Project not be completed within thirty (30) days prior to the third anniversary of the Issuance Date of Bonds, the parties agree that the unfunded balance of the Loan may, at the option of the OWRB, be deposited to the Project Costs Disbursement Account, and thereupon the OWRB

shall provide the Amortization Table to the Borrower and the Local Trustee, and the Borrower shall be required to commence monthly payments of principal, interest, and administrative fee to the Local Trustee as provided for above; furthermore, this Loan may be eligible for Principal Forgiveness as more fully set forth in Article VI herein, which may reduce the total amount of principal, interest, and administrative fee due and owing under the Notes.

2.5 The Borrower, as one of the further conditions of the OWRB making the Permanent Loan and as authorized by the Local Act, hereby pledges, grants a security interest in, and dedicates the Net Revenues Available for Debt Service to the repayment of the Loan.

2.6 [Left Blank Intentionally]

2.7 As further conditions of the OWRB making the Loan, the Borrower covenants, agrees, and represents as follows:

(A) The Borrower agrees and represents that it shall comply with all applicable requirements of Federal and State law and authority, including but not limited to:

(1) The laws and executive orders listed on Exhibit "E" attached hereto and the Federal Historic Sites Act;

(2) State statutes and rules administered by the DEQ (as codified in Title 252 of the Oklahoma Administrative Code) regarding the design, construction, operation, and maintenance of water and wastewater collection, treatment, and distribution facilities; and

(3) The OWRB Rules codified in Title 785 of the Oklahoma Administrative Code;

(B) (1) The Borrower will expeditiously proceed with and complete the Project in accordance with Project plans and specifications approved by the DEQ and in accordance with the following schedule:

Start Construction

Projected Completion of Construction

Deadline for Completion of Construction

Not more than 6 months after substantial completion of construction, the Borrower shall provide to the DEQ, with a copy to the OWRB, a certification in such form as is acceptable to the DEQ regarding completion of construction and quantification of any unexpended loan proceeds. Thereafter, the OWRB will de-obligate any such unexpended loan proceeds and make said funds available for other borrowers provided, if any loan proceeds remain unexpended, then the Borrower may request OWRB and DEQ approval of use of proceeds for another purpose. If approved,

such proceeds shall be expended by the date specified by OWRB, which shall not be later than 18 months after the date of OWRB and DEQ approval of the additional use; and

(2) The Loan proceeds disbursed to the Borrower shall be used solely and exclusively for the payment of authorized and approved Project Costs incurred toward those items specified on Exhibit "D" attached hereto or as otherwise approved by the DEQ. In the event the DEQ or the OWRB determines that funds furnished were utilized and expended for any unauthorized or unallowable purpose, the Borrower shall return or otherwise pay to the OWRB, for deposit in the DWTRLA, any and all such amounts of funds used and expended for unauthorized or unallowable purposes plus interest on such amount(s) at the Loan rate accruing from and after the date of the unauthorized expenditures;

(C) The Borrower agrees to operate and maintain the System in good condition.

(D) (1) The Borrower shall maintain separate Project accounts in accordance with generally accepted government accounting standards, including (a) standards related to the reporting of infrastructure assets and (b) those set forth in the "Standards for Audit of Government Organizations, Programs, Activities and Functions," published by the U.S. General Accounting Office;

(2) The Project may be funded in part from a grant award from EPA referenced as follows:

CFDA title:	Safe Drinking Water State Revolving Fund
CFDA number:	66.468
Award number:	ORF-19-0008-DW

Accordingly, the Borrower agrees that it will comply with the provisions of OMB Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations*.

If the Borrower expends Federal funds in a total amount equal to or greater than \$750,000.00 in any fiscal year of the Borrower, then the Borrower shall complete an annual audit report in accordance with Revised OMB Guidance (a "Single Audit") and submit a copy thereof to the OWRB and the DEQ within one hundred fifty (150) days after the end of each such fiscal year;

(3) The Borrower shall permit the DEQ and the OWRB, acting by and through their duly authorized representatives, to inspect any and all projects, incidental works, facilities, and premises otherwise pertaining to the Project. The DEQ and the OWRB shall be permitted to inspect at any and all reasonable times for purposes of audit and examination all books, accounts, records, contracts, or other documents possessed by the Borrower or its contractors, agents, employees, or representatives which relate to the Loan; and

(4) The Borrower shall submit to the OWRB monthly operating statements,

reflecting the Revenues and Operation and Maintenance Expenses of the System, together with any changes in the governing body members, pertinent staff, or pertinent rate structure(s) of the Borrower, all by the 15th day of the succeeding month. The Borrower shall submit to the DEQ and the OWRB (i) annual audits and (ii) such other documents and information as said agencies may reasonably require in connection with the administration of the facilities financed by the Loan. The Borrower shall cause its books and records and accounts to be audited (the "Financial Audit") within 30 days after the close of each fiscal year by an Accountant acceptable to the OWRB and, within 150 days after the end of each fiscal year, furnish copies of the reports of such audits to the OWRB including statements in reasonable detail, certified by said Accountant as to the financial condition of the Borrower and detailing the Revenues. The Financial Audit may be, but need not necessarily be, combined with the Single Audit into a single audit. The Financial Audit shall be performed and presented in accordance with *Government Auditing Standards*;

- (E) The Borrower shall not enter into any contract with any person who has been convicted of any offense under the criminal provisions of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended, for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. This prohibition shall continue with respect to any person to whom it applies until the EPA Administrator certifies that the condition giving rise to such conviction has been corrected;
- (F)
 - (1) The Borrower agrees to comply with the six good faith efforts contained in 40 CFR, Section 33.301, as the same is provided in the DEQ's regulations codified in the Oklahoma Administrative Code regarding procurement of supplies, construction, or services from disadvantaged business enterprises; and
 - (2) The Borrower agrees to submit to the DEQ Project Officer a completed EPA Form 5700-52a within 15 days after the end of each Federal fiscal semi-annual period (March 31st and September 30th) during which the Borrower or its contractors award any subagreements to a disadvantaged business for building and building related services;
- (G) [Left Blank Intentionally]
- (H) The Borrower hereby represents, covenants, and acknowledges that all requisite action required on its part to have been taken or performed prior or requisite to the issuance of the Note, specifically including the passage and adoption of the Local Act and the waiver of competitive bidding for the sale of the Note, if required, have happened, occurred, and been performed according to law and that the Note is the valid, legal, and enforceable obligation of the Borrower. The Borrower has obtained all requisite authorizations, orders, and approvals necessary for the issuance of the Note and the proper dedication of the security for the Note, including any required

approvals from the beneficiary of the Borrower, if any, and if appropriate, the imposition of rates and fees for use of the System. The Borrower further certifies that it has duly authorized the issuance of and shall have delivered at closing the Note for purchase by the OWRB. All legal matters incident to the authorization, issuance, sale, and delivery of the Note shall be approved by legal counsel experienced in matters of law relating to municipal bonds and public finance and acceptable to the OWRB, in an opinion in substantially the form attached hereto as Exhibit "C". As an additional condition of the OWRB making the Loan, the Borrower shall execute and deliver contemporaneously with the issue of the Note, a Use of Proceeds Certificate in substantially the form of the appropriate certificate attached hereto as Exhibit "F". The Borrower hereby covenants to comply with all terms, conditions, and requirements contained in said Use of Proceeds Certificate;

- (I) The Borrower's schedule of rates or charges for the services of the System shall be sufficient to provide funds which, together with other revenues pledged under the Local Act, will provide Net Revenues Available for Debt Service equal to at least 125% of the maximum annual amount required for debt service on all obligations secured by a lien on the Revenues which is senior to the lien on the Revenues securing the Note or on a parity with the lien on said Revenues securing the Note (the "Rate Covenant"); provided that calculation of the Rate Covenant on variable rate obligations in favor of the OWRB shall be on the basis of the average rate of interest borne by variable rate loans in the Oklahoma Water Resources Board's State Loan Program for the immediately preceding 12 month period; and provided further that the schedule of rates or charges for the services of the System shall always be at least sufficient to provide monies to pay the Operation and Maintenance Expenses of the System without consideration of any other revenue source;
- (J) The Borrower shall provide the OWRB with a certificate reflecting that the Net Revenues Available for Debt Service will satisfy the Rate Covenant. Such certificate shall be provided by either: (a) an Accountant reflecting that the Net Revenues Available for Debt Service satisfied the Rate Covenant in each of the two full fiscal years immediately preceding the closing for the Note or (b) an Accountant or Consulting Engineer projecting that in the first two fiscal years following completion of the Project, the Net Revenues Available for Debt Service will satisfy the Rate Covenant. In the event that the Accountant or Consulting Engineer shall provide the certificate to the OWRB pursuant to clause (b) above, the calculations reflecting the sufficiency thereof shall be based upon Net Revenues Available for Debt Service in twelve (12) consecutive months of the previous eighteen (18) months and may take future System rate increases into consideration; provided, however, that for such rate increases to be taken into consideration by the Accountant or Consulting Engineer, the Borrower and any other entity required to give its approval for such rate increases to be effective shall have given such required approvals prior to the closing for the Loan. Additionally, the Accountant or Consulting Engineer may take into consideration additional future revenues of the System to be derived from contractual agreements entered into by the Borrower with other eligible entities. The projections to be made by the Accountant or Consulting

Engineer shall only reflect growth in the customer base of the Borrower to the extent that such growth is a result of services to be provided to an existing customer base not currently served by the Borrower;

- (K) The Borrower shall not, subsequent to the date of the Loan, issue any other obligations payable from the Revenues, except (i) subordinate obligations without limitation and (ii) obligations on a parity with Existing Indebtedness or obligations on a parity with the Note (which obligations referenced in this subpart (ii) shall be hereinafter referred to as "Additional Indebtedness"). Any such Additional Indebtedness shall be issued only if (x) any applicable provisions of Existing Indebtedness and (y) the conditions of Section 2.7(I) herein, shall be met for the issuance thereof. Prior to the issuance of any Additional Indebtedness, the Borrower shall provide the OWRB with a certificate reflecting that the Net Revenues Available for Debt Service will satisfy the Rate Covenant with respect to the Existing Indebtedness, the Note, and the proposed Additional Indebtedness. Such certificate shall be provided by either: (a) an Accountant reflecting that the Net Revenues Available for Debt Service satisfied the Rate Covenant in each of the two full fiscal years immediately preceding the closing for the Additional Indebtedness, or (b) an Accountant or Consulting Engineer projecting that in the first two fiscal years following completion of the project, if any, to be funded with the Additional Indebtedness, the Net Revenues Available for Debt Service will satisfy the Rate Covenant. In the event that the Accountant or Consulting Engineer shall provide the certificate to the OWRB pursuant to clause (b) above, the calculations reflecting the sufficiency thereof shall be based upon Net Revenues Available for Debt Service in twelve (12) consecutive months of the previous eighteen (18) months and may take future System rate increases into consideration; provided, however, that for such rate increases to be taken into consideration by the Accountant or Consulting Engineer, the Borrower and any other entity required to give its approval for such rate increases to be effective shall have given such required approvals prior to the closing for the Additional Indebtedness. Additionally, the Accountant or Consulting Engineer may take into consideration additional future revenues of the System to be derived from contractual agreements entered into by the Borrower with other eligible entities. The projections to be made by the Accountant or Consulting Engineer shall only reflect growth in the customer base of the Borrower to the extent that such growth is a result of services to be provided to an existing customer base not currently served by the Borrower. No approval by the OWRB is required in connection with the issuance of the Additional Indebtedness and the OWRB is authorized to execute any necessary documentation to evidence the lien position securing the Additional Indebtedness. Provided, however, that additional obligations may be issued to complete any Project in an amount not to exceed 10% of the Project Costs for such Project without meeting such requirements of Section 2.7(I); and provided further that any payments on subordinate obligations shall be made only after the requirements in items (i) through (iii) of Section 2.6 have been satisfied;
- (L) The Borrower hereby irrevocably covenants and agrees to comply with all of the

terms, conditions, and requirements of this Loan Agreement and the Local Act. The Borrower hereby further irrevocably covenants and agrees that, as one of the conditions of the OWRB to make the Loan, it has fixed and collected, or will fix and collect adequate rates, fees, and other charges for the use of the System which will be sufficient to satisfy the Rate Covenant;

- (M) In the event, for any reason, the Revenues as set forth in the Application for Funding shall prove to be insufficient to produce the minimum sums set forth in Section 2.7(I) hereof, the Borrower hereby covenants and agrees that it will, upon notice by the OWRB, to the extent or in the manner authorized by law, within thirty (30) days of receipt of such notice, adjust and increase such rates, fees, and charges or the source of additional collateral so as to provide funds sufficient to produce the minimum sums set forth in Section 2.7(I);
- (N) The Borrower acknowledges that the OWRB may assign all or a portion of its rights under the Note and this Loan Agreement, and hereby irrevocably covenants and agrees that in the event of any default hereunder by the Borrower, upon the occurrence of such event, the OWRB or its trustee bank, as assignee, may exercise any or all of the rights and powers provided by law, including without limitation, the right to directly impose, enforce, and collect charges upon users of the System;
- (O) The Borrower will not render any free services of the System except to its beneficiary. In the event the Borrower owns or leases the System, it shall, to the fullest extent permitted by law, discontinue or shut off or cause to be discontinued or shut off the services and facilities of the System to all delinquent users of services of the System and will not restore or cause to be restored such services until all delinquent charges for the services of such System have been fully paid. The Borrower will not grant any franchise to provide any services which would compete with the System, and further, to the extent authorized by the laws of the State, the Borrower shall require prospective users of the System to connect thereto;
- (P) The Borrower agrees that the System may not be sold, leased, or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be at least sufficient to fully pay the Note; provided, however, the OWRB may approve the release from the lien created hereunder of any portion of the System which in its discretion is not needed to secure payment of the Note and does not adversely impact the Borrower's ability to pay same;
- (Q)
 - (1) The Borrower will carry such insurance covering the System as is customarily carried with respect to works and properties similar to such System and as is reasonably acceptable to the OWRB; and
 - (2) The Borrower agrees that each of its officers, employees, agents, or other representatives who handle funds of the Borrower shall be covered by a fidelity bond or position coverage in an amount and form acceptable to the OWRB, and further agrees to furnish to the OWRB appropriate proof of such fidelity bond or

position coverage;

- (R) No litigation of any nature is now pending or, to the best of the Borrower's knowledge, threatened which would restrain or enjoin the execution or delivery of this Loan Agreement or the Note, the payment of administrative fees or interest on or the principal thereof, the collection of rates and charges to pay the same, or in any manner questioning the authority or proceedings for the execution or delivery of this Loan Agreement or the Note or affecting the validity thereof;
- (S) The Borrower agrees to indemnify, defend, and save harmless the State, the DEQ, the OWRB, and the officers, agents, and employees of each, against and from any and all claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any and all contractors, subcontractors, employees, and any other person, firm, or corporation furnishing or supplying services, materials, or supplies in connection with the construction of the Project, and from any and all claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any person, firm, or corporation, as a result of or incident to, either in whole or in part, whether directly or indirectly, the construction of the Project and the operation of the facilities financed with the proceeds of the Note;
- (T) The Borrower hereby warrants and represents that all information provided to the OWRB in this Loan Agreement, in Borrower's Application for Funding, in Borrower's Use of Proceeds Certificate, or in any other document or instrument relating hereto was at the time provided, and is now true, correct, and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to its purchase of the Note and making of the Loan, the OWRB shall have the right to cancel all or any of its obligations under this Loan Agreement if (a) any representation made to the OWRB by the Borrower in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Borrower has violated any commitment made in its Application for Funding or in any supporting documentation or has violated any of the terms or conditions of this Loan Agreement;
- (U) The Borrower and the DEQ have acknowledged that there are no known historical or archaeological sites in the area where the Project will be constructed. If any sites are discovered during construction, work shall cease in that area and the Borrower shall notify the DEQ of the discovery. The DEQ shall then proceed in accordance with the regulations of the Advisory Council on Historic Preservation found at 36 CFR Part 800;
- (V) The Borrower agrees that should either endangered or threatened plant or animal species be discovered during construction, work shall cease in that area and the Borrower shall notify the DEQ of the discovery. The DEQ shall then proceed in accordance with any applicable provisions of the Endangered Species Act of 1973, as amended;

- (W) The Borrower shall select and the OWRB shall approve the appointment of a Local Trustee to administer the funds and accounts required to be established pursuant to this Loan Agreement. In order to qualify to serve as Local Trustee a financial institution or other entity must: (a) have a minimum of \$100,000,000 in assets; (b) have capital, surplus, and undivided profits of at least \$10,000,000; (c) must have a full-time trust officer; and (d) have previously acted or currently be acting as trustee on similar municipal revenue bond financings;
- (X) The Local Trustee acceptable to the OWRB as required under Section 2.7(W) hereof and the Borrower shall enter into such contract, indenture, or agreement (referred to herein as the “Indenture”) as shall be appropriate and will require the Local Trustee to receive and deposit Note payments sufficient in amount to fully amortize and make when due scheduled payments of principal and interest on the Loan in accordance with the terms of the Note over the term thereof, to be made directly to the Local Trustee by the Borrower on or before the 15th day of each month and thereafter to remit such Note payments to the Trustee Bank in accordance with provisions of Section 2.4 herein. The Indenture shall provide details regarding the duties and obligations of the Local Trustee to receive payments from the Borrower and to make payments to the Trustee Bank in accordance with the provisions of the Bond Resolution and otherwise to administer funds and accounts as specified therein and
- (Y) The Borrower agrees to comply with the provisions of the Wage Rate Requirements as set forth in Davis-Bacon Act, 40 USC, 276a to 276a-7, and related guidance and regulations.

2.8 Proceeds of the Note, including: (i) costs of issuance thereof, (ii) capitalized interest, if any, to be deposited into the debt service fund held by the Local Trustee, and (iii) proceeds, if any, to be deposited into the local reserve fund held by the Local Trustee; shall be deposited in the appropriate funds and accounts created under the Indenture (in accordance with Section 2.7(X) herein) as directed in the Closing Order of the Borrower. All other proceeds of the Note shall be retained by the OWRB and periodically disbursed to the Project Costs Disbursement Account pursuant to the provisions of Section 2.2 and Section 2.11 herein. To the extent permissible under the Indenture, the holder of the Note shall have a lien on any proceeds deposited in the Project Costs Disbursement Account or with the Local Trustee until such proceeds are applied to the accomplishment of the Project.

2.9 It being the intent of the OWRB to ensure that sufficient monies are available to retire a commensurate amount of the Bonds in the event of prepayment of any Note, the Borrower will not redeem the Note in part or in full without the prior written consent of the OWRB, which consent shall not be unreasonably withheld, and any such redemption authorized by the OWRB shall provide for the payment of a sum sufficient to pay the principal and interest requirements of the Loan and/or principal, interest, premium, if any, and any fees to be paid upon the redemption by the OWRB of the appropriate amount of the Bonds represented by the outstanding balance of the Loan at the time of such redemption. Nothing in this Loan Agreement shall be construed to prohibit

Commented [BK3]: You are always welcome to inquire if a prepayment or payoff can be made. These loans are or will be tied to bonds so they directly affect the cash flow of the bonds; therefore, prepayments can be made in only limited circumstances.

the OWRB from refunding any of its obligations including, but not limited to the Bonds, and any such refunding need not be based upon or result in any benefit to the Borrower.

2.10 The Borrower agrees to monitor any private use of its system and confirm to the OWRB, on an annual basis, that the aggregate of all such private use does not exceed 10% of the proceeds of the Loan. In the event that the Loan should at any time be determined to be a “private activity bond” under the Internal Revenue Code of 1986, as amended, Borrower agrees to prepay the Loan in full, in accordance with written directions of the OWRB.

2.11 Should the construction of the Project not be completed within thirty (30) days prior to third anniversary of the Issuance Date of the Bonds, any proceeds of which were used to fund all or any portion of the Loan, the OWRB may, at the option of the OWRB, transfer to the Borrower on or before the third anniversary of such Issuance Date from the remaining proceeds of such Bonds an amount no greater than the unfunded balance of the Loan. The amount so transferred shall be deposited to the credit of the Project Costs Disbursement Account, and disbursed from time to time in the manner hereinafter provided. The Borrower agrees that no disbursement of such amount deposited to the credit of the Project Costs Disbursement Account shall be made without the approval of the DEQ and the OWRB as hereinafter provided. The Borrower shall submit to the DEQ and the OWRB certified requests seeking the approval of the disbursement of all or any portion of such amount on DW-271 forms. The requests shall be accompanied by such invoices or other documentation as may be required by the DEQ and the OWRB to demonstrate that such amounts have been incurred by or on behalf of the Borrower for the payment of Project Costs. Upon approval by the DEQ and the OWRB, the OWRB shall authorize the disbursement of the funds held in the Project Costs Disbursement Account by the Borrower for the payment of the approved Project Costs in an expeditious and timely manner. The Borrower covenants and agrees that such disbursements from the Project Costs Disbursement Account shall be immediately and expeditiously transferred or paid out, as appropriate, for payment of Project Costs as specified by the Borrower and approved by the DEQ and the OWRB on the corresponding DW-271 form.

2.12 The Borrower, for and in consideration of the issuance of the Bonds by the OWRB under the Bond Resolution and the making of the Loan pursuant to this Loan Agreement from proceeds of the Bonds, in addition to making the scheduled payments of principal and interest on the Note with respect to the Loan, hereby covenants and agrees to make the following payments:

- (A) Local Trustee expenses consisting of the fees and expenses to be paid directly to the Local Trustee upon demand commencing upon the closing on the Loan and continuing until the principal of and interest on the Note shall have been fully paid including: (i) the annual fee of the Local Trustee for its ordinary services rendered and its ordinary expenses in connection with the administration of the funds and accounts established under this Loan Agreement; and (ii) the reasonable fees and charges of the Local Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it hereunder as and when the same become due, provided that the Borrower may, without creating a default hereunder, contest in good faith the necessity for any such extraordinary services and expenses and the reasonableness of any such fees, charges, or expenses.

2.13 Neither the Borrower nor a “related party” (within the meaning of Section 1.150-1 of the U.S. Treasury Regulations) to the Borrower shall purchase any bonds of the OWRB in an amount related to the Loan amount.

End of Article II

ARTICLE III

ADDITIONAL CONSTRUCTION REQUIREMENTS

3.1 The Borrower shall provide that each construction contractor furnish a performance bond, a payment bond, and a maintenance bond each in an amount at least equal to one hundred percent (100%) of the contract price of the portion of the Project covered by the particular contract, as security for the faithful performance of such contract.

3.2 The Borrower shall require each of its contractors to maintain during the life of the construction contract, workers' compensation insurance, public liability insurance, property damage insurance, and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer. Until the Project facilities are completed and accepted by the Borrower, the Borrower or (at the option of the Borrower) the contractor shall maintain builders risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the OWRB, the Borrower, and the prime contractor, as their interests may appear.

3.3 The Borrower shall provide and maintain competent and adequate engineering services regarding the supervision and inspection of the development and construction of the Project, and bear the responsibility of assuring that construction conforms to the plans, specifications, and designs prepared by the Consulting Engineer and approved by all necessary governmental bodies. The provider of such engineering services shall certify to the DEQ as to various stages of completion as requests for disbursements are submitted and shall further certify to the DEQ, the OWRB and the Borrower at the completion of construction that construction is in accordance with the approved plans, specifications, and designs, or amendments thereto, and has been approved by all necessary governmental bodies.

End of Article III

ARTICLE IV

DEFAULTS AND REMEDIES

4.1 **Events of Default.** Each of the following events is hereby declared an “Event of Default”:

- (A) The interest or administrative fee on the Loan is not paid punctually when due; or
- (B) The principal of the Loan is not paid punctually when due, whether at the stated maturity thereof, or upon proceedings for redemption or prepayment thereof, or upon the maturity thereof by declaration; or
- (C) This Loan Agreement is terminated or for any reason declared invalid or unenforceable in any material respect by or against the Borrower; or
- (D) Default by the Borrower in the due and punctual performance of any other of the covenants, conditions, agreements, and provisions contained in the Note or in this Loan Agreement on the part of the Borrower to be performed, and such default shall continue for ninety (90) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Borrower by the OWRB; or
- (E) If an order, judgment, or decree shall be entered by any court of competent jurisdiction (a) appointing a receiver, trustee, or liquidator for the Borrower or the whole or any substantial part of the System, (b) approving a petition filed against the Borrower under the provisions of Chapter 9 of Title 11 of the United States Code, as amended (the “Bankruptcy Code”), (c) granting relief substantially similar to that afforded by said Chapter 9, or (d) assuming custody or control of the Borrower or of the whole or any substantial part of the System under the provisions of any law for the relief or aid of debtors and such order, judgment, or decree shall not be vacated or set aside or stayed (or, in case custody or control is assumed by said order, such custody or control shall not be otherwise terminated), within sixty (60) days from the date of the entry of such order, judgment, or decree; or
- (F) If the Borrower shall (a) admit in writing its inability to pay its debts generally as they become due, (b) file a petition in bankruptcy or seeking a composition of indebtedness, (c) make an assignment for the benefit of its creditors, (d) consent to the appointment of a receiver of the whole or any substantial part of the System, (e) file a petition or an answer seeking relief under any amendment to said Bankruptcy Code which shall give relief substantially the same as that afforded by said Chapter 9, or (f) consent to the assumption by any court of competent jurisdiction under the provisions of any other law for the relief or aid of debtors of custody or control of the Borrower or of the whole or any substantial part of the System.

The word “default” where used above shall mean failure of performance when due, exclusive of any period of grace required to correct any such failure.

4.2 **Remedies.**

(A) Upon the occurrence of an Event of Default, the OWRB, acting by and through the Attorney General of the State of Oklahoma, and the Trustee Bank shall have all the rights and remedies at law or equity as may be allowed by law, or pursuant to the provisions of this Loan Agreement, including but not limited to, suit for specific performance of any or all of the covenants of the Borrower contained in this Loan Agreement or in the Note; acceleration of the payment of principal of and interest accrued on the Note; appointment of temporary trustees to take over, operate, and maintain the System on a profitable basis and ensure the payment of the principal of and interest and administrative fees on the Note and any other Borrower indebtedness; or suit at law or equity to enforce or enjoin the action or inaction of parties under the provisions of this Loan Agreement.

(B) The Borrower hereby acknowledges its understanding of the various provisions of this Loan Agreement vesting in the OWRB and the Trustee Bank certain powers, rights, and privileges in the event of default by the Borrower of any of its obligations or responsibilities under the terms and conditions hereof and the Borrower hereby covenants and agrees that it shall take no action of any nature whatsoever calculated to inhibit, nullify, void, or delay such action of the OWRB or the Trustee Bank in the due and prompt implementation of this Loan Agreement.

4.3 **Discontinuance of Proceedings.** In case any proceeding taken by the OWRB or the Trustee Bank on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Borrower, the OWRB, and the Trustee Bank shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the OWRB and the Trustee Bank shall continue as though no proceeding had been taken.

4.4 **Appointment of Receiver.** Upon the occurrence of an Event of Default or in the event of the appointment of a receiver for the Borrower or for any part of the System, or in the event bankruptcy proceedings are instituted by or against the Borrower, or in the event the Borrower makes an assignment of a substantial part of its assets for the benefit of its creditors, or in the event the Borrower fails to strictly and promptly comply with any of its covenants and agreements in this Loan Agreement, or to strictly and promptly perform any provisions hereof (after the OWRB or the Trustee Bank has first given ten (10) days written notice to comply therewith and upon failure of the Borrower so to comply within said ten (10) day period), or in the event the priority of the pledge and assignment of the Revenues is not at all times fully maintained upon and with respect to the System and every part thereof, or in the event the Borrower is found or adjudged not to be regularly seized of an indefeasible right in and to any part of the System which it purports herein to possess, or in the event the Borrower is found or adjudged not to have had good right and full power and authority to encumber the System or any part thereof in the manner hereby contemplated, then and in any such event, the OWRB and/or the Trustee Bank shall be entitled at its option and election and without prior notice to or demand upon the Borrower to have or cause to be appointed a receiver or temporary trustee or trustees for the Borrower to take over, operate, and maintain the System on a profitable basis and ensure the payment of the principal of and interest on

the Note and any other Borrower indebtedness. Every appointment shall be in writing or shall be made pursuant to an action filed in a court of competent jurisdiction and shall specify the default or defaults existing hereunder whereby the power of appointment hereby granted is involved, and shall designate, by name, the person or persons to be such receiver or temporary trustee or trustees and the officers, servants, or employees of the Borrower so supplanted shall ipso facto cease to have any power or authority under this Loan Agreement.

The receiver or temporary trustee or trustees shall receive a reasonable fee for services rendered in an amount fixed by the OWRB, the Trustee Bank, or court to be paid from the Revenues of the System. In the event of any vacancy in the office or position of any receiver or temporary trustee or trustees, no officer, servant, or employee of the Borrower so supplanted shall be entitled to act on behalf of the Borrower under this Loan Agreement by reason thereof, but such vacancy shall continue to exist until some person be appointed as temporary receiver or trustee under this Section. Notice of the written appointment of any receiver or temporary trustee or trustees hereunder shall be sent by registered mail to the OWRB. Upon the curing of the default or defaults pursuant to which any receiver or temporary trustee or trustees shall have been appointed, and if there shall not be then any default under any of the provisions of this Loan Agreement, the Borrower may give written notice to the OWRB, the Trustee Bank, or court of the curing of said default or defaults and the non-existence of any other defaults hereunder, and upon the delivery of said notice to the OWRB, the Trustee Bank, or court and its acquiescence therein, the receiver or temporary trustee or trustees appointed hereunder shall ipso facto cease to have any power or authority hereunder, and the Borrower shall be reinstated with all rights and powers to the same extent as though a receiver or temporary trustee or trustees had not been appointed.

During the period of continuance of any default hereunder, the receiver or temporary trustee or trustees appointed as provided herein shall take charge of the System for the purpose of collecting the Revenues thereof, for the purpose of exercising all rights and remedies conferred by this Loan Agreement, and for the purpose of doing all things necessary to assure the most remunerative use of the System. Any trustee or receiver of the System, whether appointed by the OWRB, the Trustee Bank, or court, shall be appointed and serve pursuant to this section. The rights and protection of the OWRB set out herein is essential to their security, and receivership and trusteeship procedures hereunder shall be exclusive. All Revenues shall be deposited and disposed of in accordance with the provisions of this Loan Agreement; provided, however, that the appointment of any receiver or temporary trustee or trustees pursuant to the provisions of this section shall not be construed as curing or waiving any default hereunder and, notwithstanding any such appointment of any receiver or temporary trustee or trustees, the OWRB and/or the Trustee Bank may enforce any other remedy herein provided.

4.5 **Other Remedies.** Upon the occurrence of an Event of Default, the OWRB and/or the Trustee Bank may, as an alternative, either after entry or without entry, pursue any available remedy by suit at law or equity to enforce the payment of the principal of and interest and administrative fees on the Note then outstanding, including, without limitation, mandamus.

4.6 **Remedies Not Exclusive.** No remedy by the terms of this Loan Agreement conferred upon or reserved to the OWRB and/or the Trustee Bank is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to every other

remedy given under this Loan Agreement or existing at law or in equity or by statute on or after the date of execution and delivery hereof.

4.7 **Remedies Vested in Trustee Bank and OWRB.** All rights of action (including the right to file proof of claims) under this Loan Agreement, or under the Note may be enforced by OWRB and/or the Trustee Bank without the possession of such obligations and without their production in any trial or other proceedings relating thereto. Any suit or proceeding instituted by the Trustee Bank may be brought in its own name as Trustee Bank, and any such action or any action instituted by the OWRB may be brought without the necessity of joining as plaintiffs or defendants any holders of the Note.

4.8 **OWRB and/or Trustee Bank Control Proceedings.** If an Event of Default shall have occurred and be continuing, the OWRB and/or the Trustee Bank shall have the right, at any time by an instrument in writing executed and delivered to the Borrower, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Loan Agreement, provided the direction is in accordance with law and the provisions of this Loan Agreement, and provided further, that nothing in this Section shall impair the right of the OWRB and/or the Trustee Bank in its discretion to take any other action under this Loan Agreement which it may deem proper.

4.9 **Waiver and Non-Waiver of Event of Default.**

(A) No delay or omission of the OWRB or the Trustee Bank to exercise any right or power accruing upon any Event of Default shall impair the right or power or shall be construed to be a waiver of an Event of Default or an acquiescence therein. Every power and remedy given by this Article to the OWRB and the Trustee Bank may be exercised from time to time and as often as may be deemed expedient.

(B) The OWRB and/or Trustee Bank may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action, or proceeding instituted by the OWRB and/or the Trustee Bank under the provisions of this Loan Agreement or before the completion of the enforcement of any other remedy under this Loan Agreement.

(C) Notwithstanding anything contained in this Loan Agreement to the contrary, the Trustee Bank, upon the written request of the OWRB, shall waive any Event of Default and its consequences; provided, however, a default in the payment of the principal of and interest on the Note, when due and payable, may not be waived.

(D) In case of a waiver by the Trustee Bank of an Event of Default, the Borrower, the OWRB, and the Trustee Bank shall be restored to their former positions and rights under this Loan Agreement but no waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

End of Article IV

ARTICLE V

MISCELLANEOUS

5.1 If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement, and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.2 This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one of the same instrument. Each party agrees that it will execute any and all other and further documents or other instruments, and take such other action as may be necessary to give effect to the terms and intent of this Loan Agreement.

5.3 No waiver by either party of any term or condition of this Loan Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

5.4 This Loan Agreement shall become effective as of the date of execution and delivery and shall remain in full force and effect until the Loan made pursuant hereto shall have been fully paid.

5.5 This Loan Agreement may be amended by mutual written agreement executed by the parties hereto as may be allowed pursuant to the applicable Bond Indenture.

5.6 This Loan Agreement, together with the Note and all other and further related documents supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the Loan and constitutes the entire agreement between the parties hereto in respect thereof.

5.7 Wherever in this Loan Agreement a party is named or referred to, it shall be deemed to include any other entity organized and existing which may succeed to the respective functions and powers of that party, and all the covenants and provisions contained in this Loan Agreement shall bind and inure to the benefit of said successor.

End of Article V

ARTICLE VI

PRINCIPAL FORGIVENESS

6.1 The Borrower may be subject to additional requirements as may be directed by DEQ and/or OWRB in accordance with the Drinking Water State Revolving Fund Capitalization Grants (the “DWSRF Cap Grant”) and associated procedures for implementing provisions of the appropriations act as provided by the US Environmental Protection Agency, including but not limited to those provisions set forth in Exhibit “G” attached hereto. In consideration thereof, the Borrower may receive a credit for and may not be required to repay principal amounts, along with any accrued interest or administrative fee on a percentage of the loan to be determined by OWRB and/or DEQ in accordance with the DWSRF Cap Grant. Failure to comply with the requirements shall result in the forfeiture of the eligibility for Principal Forgiveness and shall require the Borrower to repay the full amount of principal disbursed under the Note, including all interest and administrative fee accrued thereon. Additionally, noncompliance with the provisions of this Article VI or other provisions of this Loan Agreement may result in an “Event of Default” as defined in Article IV herein, and the OWRB and/or the Trustee Bank may take action thereunder as appropriate.

End of Article VI

IN WITNESS WHEREOF, the parties have caused this Loan Agreement to be executed by their respective duly authorized officers as of this ___ day of June, 2019.

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT,
"Borrower"

(SEAL)
ATTEST:

By _____
Chairman

Secretary

OKLAHOMA WATER RESOURCES BOARD,
"OWRB"

By _____
Board Member

EXHIBIT A

[Application for Funding]

[Copy on file with Oklahoma Water Resources Board]

EXHIBIT B

[Form of Note]

See Tab ___ of Transcript of Proceedings

EXHIBIT C

[Form of Opinion of Bond Counsel]
See Tab __ of Transcript of Proceedings

EXHIBIT D
INITIAL PROJECT BUDGET

EXHIBIT E

LIST OF FEDERAL LAWS AND AUTHORITIES

Environmental:

Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended

Clean Air Act, Pub. L. 84-159, as amended,

Coastal Barrier Resources Act, Pub. L. 97-348

Coastal Zone Management Act of 1972, Pub. L. 92-583, as amended

Endangered Species Act, Pub. L. 93-205 as amended

Environmental Justice, Executive Order 12898

Floodplain Management, Executive Order 11988 as amended by Executive Order 12148

Protection of Wetlands, Executive Order 11990

Farmland Protection Policy Act, Pub. L. 97-98

Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended

National Historic Preservation Act of 1966, Pub. L. 89-665, as amended

Safe Drinking Water Act, Pub. L. 92-523, as amended

Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

Magnunson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265

Economic and Miscellaneous Authorities:

Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12392

Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended

Debarment and Suspension, Executive Order 12549

Drug-Free Workplace Act, Pub. L. 100-690

New Restrictions on Lobbying, Section 319 of Pub. L. 101-121

Davis-Bacon Act, 40 USC, 276a-276a-7, and related guidance and regulations

Social Policy Authorities:

Age Discrimination Act of 1975, Pub. L. 94-135

Byrd Anti-Lobbying Amendment, Title 40 CFR 34

Civil Rights Act of 1964, Pub. L. 88-352

Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)

Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250)

Equal Employment Opportunity, Executive Order 11246

Women's and Minority Business Enterprise, Executive Orders 11625, 12138, and 12432

Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590

Preservation of Open Competition and Government Neutrality Toward Government Contractors' Labor Relations on Federal Construction Contracts (Executive Order 13208)

Trafficking Victim Protection Act of 2000, Section 106

Disadvantaged Business Enterprise Authorities

Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements

EXHIBIT F

[Use of Proceeds Certificate]
See Tab ___ of Transcript of Proceedings

EXHIBIT G

[American Iron and Steel]

The Borrower shall comply with all federal requirements applicable to the Loan (including those imposed by the 2015 Appropriations Act and related SRF Policy Guidelines) which the Borrower understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Borrower has requested and obtained a waiver from the Oklahoma Department of Environmental Quality (“ODEQ”) pertaining to the Project or (ii) the ODEQ has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

Borrower shall also comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by a Federal agency or the ODEQ/OWRB such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

To meet this requirement, the undersigned hereby certifies that all of the iron and steel products used in the Project have been produced in the United States.

COMCD - Midwest City's Share

Loan Amount: \$5,643,680
Loan Type: DWSRF
Interest Rate: 2.12%
Term: 15 Year
First Interest Pymt: September 15, 2019
First Principal Pymt: September 15, 2020
Last Principal Pymt: March 15, 2035

Date	Principal	Interest	Admin. Fee	Total Outstanding Principal Balance	Semi Annual Debt Service	Annual Debt Service
6/1/19				5,643,680.00		
9/15/19	\$ -	\$ 11,412.90	\$ 3,356.74	5,643,680.00	\$ 14,769.63	14,769.63
3/15/20	\$ -	\$ 19,595.73	\$ 5,763.45	5,643,680.00	\$ 25,359.19	
9/15/20	\$ 64,955.44	\$ 18,468.38	\$ 5,700.12	5,482,899.20	\$ 89,123.94	114,483.12
3/15/21	\$ 65,643.97	\$ 17,942.24	\$ 5,537.73	5,320,414.12	\$ 89,123.94	
9/15/21	\$ 66,339.80	\$ 17,410.52	\$ 5,373.62	5,156,206.70	\$ 89,123.94	178,247.88
3/15/22	\$ 67,043.00	\$ 16,873.17	\$ 5,207.77	4,990,258.68	\$ 89,123.94	
9/15/22	\$ 67,753.65	\$ 16,330.12	\$ 5,040.16	4,822,551.62	\$ 89,123.94	178,247.88
3/15/23	\$ 68,471.84	\$ 15,781.32	\$ 4,870.78	4,653,066.86	\$ 89,123.94	
9/15/23	\$ 69,197.65	\$ 15,226.70	\$ 4,699.60	4,481,785.56	\$ 89,123.94	178,247.88
3/15/24	\$ 69,931.14	\$ 14,666.19	\$ 4,526.60	4,308,688.67	\$ 89,123.94	
9/15/24	\$ 70,672.41	\$ 14,099.75	\$ 4,351.77	4,133,756.96	\$ 89,123.94	178,247.88
3/15/25	\$ 71,421.54	\$ 13,527.31	\$ 4,175.09	3,956,970.97	\$ 89,123.94	
9/15/25	\$ 72,178.61	\$ 12,948.79	\$ 3,996.54	3,778,311.05	\$ 89,123.94	178,247.88
3/15/26	\$ 72,943.70	\$ 12,364.15	\$ 3,816.10	3,597,757.34	\$ 89,123.94	
9/15/26	\$ 73,716.91	\$ 11,773.30	\$ 3,633.73	3,415,289.75	\$ 89,123.94	178,247.88
3/15/27	\$ 74,498.30	\$ 11,176.20	\$ 3,449.44	3,230,888.01	\$ 89,123.94	
9/15/27	\$ 75,287.99	\$ 10,572.76	\$ 3,263.20	3,044,531.61	\$ 89,123.94	178,247.88
3/15/28	\$ 76,086.04	\$ 9,962.93	\$ 3,074.98	2,856,199.84	\$ 89,123.94	
9/15/28	\$ 76,892.55	\$ 9,346.63	\$ 2,884.76	2,665,871.75	\$ 89,123.94	178,247.88
3/15/29	\$ 77,707.61	\$ 8,723.80	\$ 2,692.53	2,473,526.18	\$ 89,123.94	
9/15/29	\$ 78,531.31	\$ 8,094.37	\$ 2,498.26	2,279,141.75	\$ 89,123.94	178,247.88
3/15/30	\$ 79,363.74	\$ 7,458.26	\$ 2,301.93	2,082,696.84	\$ 89,123.94	
9/15/30	\$ 80,205.00	\$ 6,815.42	\$ 2,103.52	1,884,169.61	\$ 89,123.94	178,247.88
3/15/31	\$ 81,055.17	\$ 6,165.76	\$ 1,903.01	1,683,537.99	\$ 89,123.94	
9/15/31	\$ 81,914.36	\$ 5,509.21	\$ 1,700.37	1,480,779.68	\$ 89,123.94	178,247.88
3/15/32	\$ 82,782.65	\$ 4,845.71	\$ 1,495.59	1,275,872.14	\$ 89,123.94	
9/15/32	\$ 83,660.15	\$ 4,175.16	\$ 1,288.63	1,068,792.57	\$ 89,123.94	178,247.88
3/15/33	\$ 84,546.94	\$ 3,497.52	\$ 1,079.48	859,517.96	\$ 89,123.94	
9/15/33	\$ 85,443.14	\$ 2,812.69	\$ 868.11	648,025.04	\$ 89,123.94	178,247.88
3/15/34	\$ 86,348.84	\$ 2,120.60	\$ 654.50	434,290.29	\$ 89,123.94	
9/15/34	\$ 87,264.13	\$ 1,421.17	\$ 438.63	218,289.96	\$ 89,123.94	178,247.88
3/15/35	\$ 88,189.14	\$ 714.33	\$ 220.47	0.00	\$ 89,123.95	89,123.95
Total	\$ 2,280,046.72	\$ 331,833.06	\$ 101,967.23		\$ 2,713,847.00	\$ 2,713,847.00



12500 E. ALAMEDA NORMAN, OKLAHOMA 73026
(405) 329-5228 FAX 321-6944

June 12, 2019

Guy Henson, City Manager
City of Midwest City
100 N Midwest Boulevard
Midwest City, OK 73110

RE: Del City Pipeline Replacement Project

Dear Mr. Henson,

On September 5, 1961 the Central Oklahoma Master Conservancy District entered into a contract with the United States, Department of the Interior, Bureau of Reclamation whereby the federal government would construct the Norman Project, consisting of Lake Thunderbird and its dam, together with works for the supply of water therefrom. In that same year the cities of Del City, Midwest City, and Norman entered into contracts with the District to pay to the District their proportionate share of the costs of construction, operation, and maintenance of the Project, in return for which each city would receive annually its proportionate share of the portion of the Project water allocated to municipal water supply. Those city contracts expired twenty-five years after the District began to provide them with the water, and they were renewed for an additional twenty-five years in the early 1990's.

In the year 2016, the construction cost repayment obligation of the District to the United States was satisfied. The 1961 contract between the District and the United States provides that, thereafter, the District has the permanent right to the use of that portion of the Project allocable to municipal water supply purposes. It also provides that the District has an ongoing obligation to care for, operate, maintain, and repair the Project works and to receive revenue covering those costs from the cities under agreements approved by the United States. Effective January 1, 2017 the City of Midwest City and its public utilities authority entered into a contract renewing the right of Midwest City to receive a proportionate annual share of the municipal water supply of the Norman Project from Lake Thunderbird, conditioned upon payment to the District of the City's proportionate share of the annual operation, maintenance, and replacement (OM&R) costs of the Project. The other two cities entered into similar water use renewal contracts. The contracts provide that OM&R costs include those required to remedy conditions brought about by ordinary use of the Project works or to restore or replace components of the existing Project water facilities.

The District has experienced numerous failures on the Del City Pipeline since the project was constructed in the 1960's. To date there have been over 300 repairs. The repair costs have exceeded the original construction cost of the pipeline by nearly a factor of three. The District's Board of Directors has determined that it must proceed with replacing the line now and avoid the continued repair expenses brought about by its present condition.

On May 14, 2019, the District received bids to contract a new pipeline to replace the existing line. The lowest responsive and responsible bid was from Matthews Trenching of Oklahoma City at a bid price of \$5,643,680. The District's engineer, Alan Plummer Associates, Inc., has checked Matthews' references,

verified the bid prices, determined that the bid is valid, and recommended awarding a contract to Matthews Trenching.

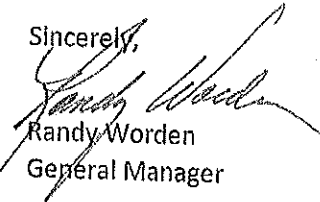
The District has received approval for financing for the construction from the Oklahoma Water Resources Board and Oklahoma Department of Environmental Quality through the Drinking Water State Revolving Loan Fund. The interest rate will be determined at the loan closing. However, it is anticipated that the rate will be around 2% plus a 0.5% administration fee.

The approval of the construction loan by the OWRB allows for up to a 30-year repayment period. However, the staff of the OWRB has informed the District and staffs of the three cities that a shorter term of twenty, fifteen, or even ten years would be available to the District. The OWRB staff has also noted that, because of the obligations associated with the sale of bonds to finance the SRF program, once a loan term is finalized the loan cannot be paid off early.

Mr. Mark Edwards, Del City Manager and a member of the District Board of Directors, stated to the District Board at its June 6th meeting that staff members of the three cities have discussed the merits of a fifteen (15) year repayment term for the District's Del City pipeline loan as each of the cities budgets revenue for their payment obligations under the January 1, 2017 water use renewal contracts. The City of Midwest City may want to consider whether the City does indeed have a preference regarding the repayment period of the loan and, if so, inform the District as soon as possible, but in any event prior to the next meeting of the District Board of Directors, which is scheduled for July 11. At this meeting, it is expected that the District Board will consider and make a final decision on the repayment term of the SRF loan for the Del City pipeline replacement.

The District plans to award a construction contract to Matthews Trenching at its July Board of Directors meeting. The District is requesting each city take the necessary steps to plan for the payment to the District of the Del City pipeline replacement costs which will begin to be assessed after the construction of the replacement pipeline is completed.

Sincerely,


Randy Worden
General Manager



ALAN PLUMMER
ASSOCIATES, INC.

ENVIRONMENTAL
ENGINEERS AND SCIENTISTS

1703-004-01

June 5, 2019

Mr. Randy Worden
General Manager
Central Oklahoma Master Conservancy District
12500 Alameda Dr.
Norman, OK 73026

Re: Del City Pipeline Improvements Project
DWSRF Project No. P40-0000001-02
Recommendation of Award

Dear Mr. Worden:

On Tuesday, May 16, 2019, four bids from general contractors were received, opened, and publicly read at COMCD's office in Norman, Oklahoma for the above-referenced project. The bids were as follows:

	Contractor	Total Base Bid
1.	Cimarron Construction Co.	\$8,863,070
2.	Krapff-Reynolds Construction Co.	\$6,049,513
3.	Matthews Trenching Co.	\$5,643,680
4.	McKee Utility Contractors Inc.	\$6,674,000

Our final Opinion of Probable Construction Cost (OPCC) was \$10,237,500. The low Bid of \$5,643,680 was submitted by Matthews Trenching Company. APAI has corrected math errors in the bids for Krapff-Reynolds Construction Co. and Matthews Trenching Co. The base bids for Cimarron Construction Co. and McKee Utility Contractors Inc., as identified in the table above, did not contain any math errors.

Matthews Trenching Co. has worked with COMCD constituent members previously and has extensive pipeline construction experience in central Oklahoma. APAI contacted references provided by Matthews Trenching Co. and received positive feedback. Their proposal also appears to be in order. Therefore, APAI recommends that the contract for construction of the Del City Pipeline Improvements Project be awarded to Matthews Trenching Company in the amount of \$5,643,680.00.

If you have any questions concerning these bids or our recommendation, please let me know.

Sincerely,

ALAN PLUMMER ASSOCIATES, INC.

Alan Swartz, P.E.
Oklahoma P.E. 26764



RENEWAL OF CONTRACT
FOR CITY OF MIDWEST CITY WATER SUPPLY
between the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
and the
CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES
AUTHORITY

Effective January 1, 2017

RENEWAL OF CONTRACT FOR MIDWEST CITY OF MIDWEST CITY WATER SUPPLY
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

and

CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES AUTHORITY

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Title page	1
	Table of Contents	2
	Contract Statement/Effective Date of Contract	3
	Recitals... The Norman Project and Midwest City Contracts	3-4
1	Parties.....	4
2	Definitions.....	4-5
3	Renewal of 1961 Contract	5
4	Term of Contract—Renewals	6
5	Agreement to Sell and Supply Water.....	6
6	Quantity of Water, Measurement, Delivery, Price, and Payment. 6-11	
7	Surplus Municipal Water	12
8	Assignment of Water Rights by Midwest City	12
9	Regulatory Conditions	12
10	Access to Books and Records	12
11	Contract Subject to United States and District Agreement.....	12-13
12	Equal Employment Opportunity	13-14
13	Determinations.....	14
14	Notices	14
	Signature Page/Effective Date of Contract.....	15
	Approval of United States.....	15

RENEWAL OF CONTRACT FOR CITY OF MIDWEST CITY WATER
SUPPLY

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
and
CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES
AUTHORITY

This Contract is between the Central Oklahoma Master Conservancy District (“District”) and the City of Midwest City and Midwest City Municipal Services Authority (“Midwest City”) and is made to be effective the 1st day of January, 2017.

THE MIDWEST CITY PROJECT
AND MIDWEST CITY WATER SUPPLY CONTRACTS

The Norman Project (Project), consisting of the Norman Dam, Lake Thunderbird, and the property, easements, and water delivery systems appurtenant thereto is a project of the United States acting through the Department of Interior, Bureau of Reclamation. Title to the property of the Project is held by the United States. In 1961 the United States entered into a contract (No. 14-06-500-590) (Federal Contract) for payment of the reimbursable costs of construction, and operation, maintenance, and replacement of the Project. Water was first delivered to the District in 1966. The District’s repayment obligation for the construction costs was repaid in full to the United States on October 1, 2016. The Federal Contract, as amended, remains in effect.

Under subcontracts with Midwest City, Del City, and Norman, the District supplies water from the Project to the three cities. One of the stipulations in the Federal Contract is for the District to execute subcontracts with participating municipalities to provide them with a water supply. The United States is required to approve these subcontracts as to form and substance. In particular, in 1961 Midwest City entered into a subcontract (Ref. AFS102561) with the District for a Water Supply from the Project (1961 Midwest City contract). Pursuant to the 1961 Midwest City contract, the District supplies a quantity of water to Midwest City and Midwest City receives delivery of and pays the District for the water.

The original 1961 Midwest City contract expired on December 31, 1991, being twenty-five years after the first day of the calendar year following the first

diversion of water from the Project to Midwest City. The Federal Contract provides that Midwest City, and each of the other cities that take and use the water supplied by the District and pay the District therefore, may renew the 1961 Midwest City contract with the District for a water supply from the Norman Project for terms of 25 years each. Midwest City, Del City, and Norman each renewed their respective water supply contracts with the District, extending the contracts to expire on December 31, 2016.

By execution of this subcontract, the District and Midwest City are exercising their rights to renew the subcontract for Midwest City to receive a water supply for a period of 25 years from January 1, 2017 to December 31, 2041.

PARTIES

1. The Parties to this Contract are the District and the City of Midwest City and the Midwest City Municipal Services Authority. The City and Authority being jointly and severally bound to the terms of this Contract are referred to jointly and severally herein as Midwest City.

DEFINITIONS

2. Where used in this Contract, stated terms have the following meanings:

a. Federal Contract – The contract between the United States and the District No. 14-06-500-590 provides for payment of the reimbursable costs of construction and operation, maintenance, and replacement of the Project.

b. Project – The Norman Project including all its features as designed, constructed, operated, maintained, and replaced.

c. Municipal Water – That portion of the Project water supply allocated to municipal, domestic, and industrial use.

d. Municipal Water User – All municipalities of the State of Oklahoma which by contracts have contracted with the District to purchase water.

e. Midwest City – The City of Midwest City and the Midwest City Municipal Services Authority, jointly and severally.

f. 1961 Midwest City contract – The 1961 contract, as amended and supplemented (Ref. AFS102561) with the District for a water supply from the Project.

g. OM&R – Operation, maintenance, and replacement of Project facilities, including those expenses incurred in connection with the water control, OM&R of the Project Works, including appropriate changes for associated indirect costs and administration as determined by the Contracting Officer, and shall include such additional costs as hereinafter provided. Such expenses shall include those required to remedy conditions brought about by ordinary use of the Project Works or to restore or replace components of the existing Project water facilities and shall not include expenses to increase or enlarge such works beyond the purposes of which they were originally authorized and constructed. These costs do not include the cost to reimburse the United States for the construction costs of the Project which as of October 1, 2016 have been fully repaid by the District.

h. Reserve Fund – A separate fund budgeted, allocated, and maintained by the District, over and above the projected costs for OM&R, to reasonably ensure uninterrupted OM&R, or in the event of loss to promptly restore OM&R, during each budget year, as determined from time to time by the District Board of Directors, which may also invest any amounts contained in the Reserve Fund at the discretion of the Board.

i. District – The Central Oklahoma Master Conservancy District, a district duly created under the laws of the State of Oklahoma, through its Board of Directors.

j. United States – Shall mean the United States of America, including its representative for construction of the Project, the Department of the Interior, and the Bureau of Reclamation.

RENEWAL OF 1961 CONTRACT FOR A WATER SUPPLY TO MIDWEST CITY

3. This Contract is a renewal of the 1961 Midwest City contract for a water supply from the Project.

TERM OF CONTRACT—RENEWALS

4. a. The benefits and obligations of this Contract shall be effective for a term of twenty-five (25) years from and after the first day of January 2017 and during each period of renewal as hereinafter set forth.

b. Midwest City shall have the right to renew this Contract for an additional twenty-five (25) year terms upon notice to the District of Midwest City's decision to renew the same, given in writing not less than one hundred twenty (120) days prior to the expiration of the then current Contract term.

AGREEMENT TO SELL AND SUPPLY WATER

5. For and in consideration of the allocation to Midwest City of a proportionate share of the Municipal Water available from the Project, and of the payments required to be made by Midwest City under this Contract from sources of revenue and in the manner set forth herein, and as a condition precedent of the right of Midwest City to purchase any water under this Contract, the District agrees to make available to Midwest City and to sell and deliver to Midwest City, in accordance with the provisions of this Contract, the quantity of water specified herein.

QUANTITY OF WATER, MEASUREMENT, DELIVERY, PRICE AND PAYMENT

6. a. QUANTITY.

(1) Midwest City's Municipal Water Allocation. The quantity of water to be sold by the District to Midwest City shall be 40.4 percent of water available for Municipal Water use from Lake Thunderbird in any one year, which is Midwest City's pro rata share of the Project water supply that shall be available for its use, sale and disposal.

(2) Apportionment of Water. The water available for Municipal Use and the price Midwest City pays for water shall reflect apportionment among all the purposes for which the Project is authorized, being for the principal purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial use, and for controlling floods, and, as incidents to the foregoing, for the additional purposes of regulating the flow of the Little River, providing for the conservation and development of fish and wildlife, and of enhancing recreational opportunities.

(3) No Carryover of Unused Water. If Midwest City does not use the total amount of water to which it is entitled in any particular year, it shall not retain any carryover rights into succeeding years.

b. MEASUREMENT.

(1) Metering of Water. Water shall be metered at the point of delivery in accordance with the following provisions. The District has furnished and installed, and is responsible for the OM&R of a master meter which properly measures the quantity of water delivered at the delivery point. Midwest City may, at its option and expense, install, and OM&R at the delivery points a check meter or meters of standard type. Midwest City shall have access to all such metering equipment at all reasonable times, but the reading, calibration, and adjustment of the District's master meter or meters shall be done only by employees or agents of the District. The District shall keep a true record of all meter readings as transcribed from the reports of the District's employees or agents with respect thereto. Upon the written request of Midwest City, the District will give Midwest City such information as Midwest City may request from the District's records or permit Midwest City to have access to the same in the office of the District during business hours.

(2) Calibration of Metering Equipment and Correction of Errors. The District shall calibrate its metering equipment as often as the District considers necessary and at such times as Midwest City may show reasonable evidence of error. If upon any test the percentage of any inaccuracy thereof is found to be in excess of two (2) percent, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if not, then for a period extending back one-half of the time elapsed since the last date of calibration, but in no event further back than a period of six months. In the event Midwest City has provided no check meter with reference thereto and if for any reason any master meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be agreed upon by the parties hereto, by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculations, or by estimating the quantity of delivery by the deliveries made during preceding periods under similar conditions when the meter was registering accurately.

(3) Unit of Measurement. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard liquid measure.

c. DELIVERY.

(1) Point of Delivery. Delivery of water to Midwest City shall be made by the District at point on pipelines constructed as Project facilities for delivering Municipal Water. The point of delivery shall be those in use at the date of this Contract renewal. Midwest City may request that all or any part of Midwest City's share of the Municipal Water supply be delivered by the District at additional points. Upon approval of such request for additional points of delivery by the District, the cost of new connections as determined by the District shall be advanced by Midwest City to the District.

(2) Easements. The District is hereby granted the right to use any easements, rights-of-way, or property held by Midwest City for the purpose of making connections to the point or points of delivery and the placing of necessary equipment to carry out the Districts obligation to deliver water to Midwest City.

(3) Pumping Capacity. The design pumping capacity of the Project pipeline at the points of delivery to Midwest City shall be the design capacity in place as of the effective date of this Contract renewal.

(4) Right to Control and Use Water--Indemnities. Rights to control and use all waters of the Project shall remain in the District to the point or points of delivery, and upon passing through the District's meter installed at the point or points of delivery, shall pass to Midwest City. *Each party hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation, delivery, and disposal of said water while the right to control it remains in such party to the extent allowed by law.*

(5) Service Conditions. It is expressly recognized by Midwest City that the District may be compelled to make necessary alterations, repairs and installations of new or additional equipment from time to time during the life of this Contract, and any suspension of delivery to Midwest City due to such operations shall not be cause for claim or damage on the part of Midwest City. It is further provided, however, that all reasonable effort is to be made by the District to provide Midwest City with water in accordance with this Contract. In the event the Project dam and distribution system, or either of them, or any other facility instrumental in the delivery of water to Midwest City be destroyed or damaged as the result of any cause whether by force majeure or otherwise, so as to make deliveries of water requirements as herein specified impossible, the District shall,

to the extent of available resources, immediately proceed to restore said improvements and facilities. Midwest City assumes the responsibility for maintenance of its distribution system from the point of connection with the Project system and agrees that its system shall be constructed and maintained to result in a minimum of waste. Should the District determine that any part of the Midwest City system is causing unreasonable waste, the District shall notify Midwest City to that effect and upon failure of Midwest City to remedy the situation, at the District's option the District may discontinue or limit deliveries until the condition has been corrected.

(6) District not Liable for Water Shortages; Project Water Supply to be Shared during Shortages.

(a) On account of drought or other causes beyond the reasonable control of the District, there may occur at times during any year a shortage in the quantity of water available for delivery to Midwest City by the District pursuant to this Contract. In no event shall any liability accrue against the District or the United States or any of their officers or employees for any damage, direct or indirect, arising out of any such shortages.

(b) Nothing in this Contract shall be construed as restricting the right of the District to enter firm contracts for delivery of the entire water supply of the Project. Provided, however, that all such contracts shall recognize the right of Municipal Water Users to share in the available water supply in the ratio of their Contract rights during periods of scarcity when rationing is in the opinion of the District required.

d. PRICE.

(1) Estimation of Price and Charges; Proportional Amount; Power Costs.

(a) The purchase price of the water to be sold to Midwest City by the District shall be determined as follows: At a meeting in each fiscal year, but in no event later than December 1, the Board of Directors of the District shall determine the total amount estimated to be required for OM&R of the Project as in proportion to the Municipal Water supply from the Project, together with the amounts necessary for accumulating the necessary Reserve Fund for the next ensuing fiscal year. The District shall make available to Midwest City a detailed budget for review at least two (2) weeks prior to the meeting so that Midwest City may have a representative present at the meeting prepared to discuss the budget. The budget shall show separately: (a) The itemized amounts estimated to be required for

OM&R, excluding power costs; and (b) the Reserve Fund; and (c) any amounts projected for payment by Midwest City, or to be credited to Midwest City, under separate contract(s) between Midwest City and the District.

(b) After approval of the budget, the Board of Directors of the District shall thereupon charge to Midwest City, and Midwest City shall be obligated to pay the District as hereinafter provided, an amount equal to 40.40 percent of each for the amounts separately budgeted, adjusted by any projected amounts for payment by or for credit to Midwest City under any separate contract(s) between Midwest City and the District.

(c) In addition to the above, the price shall include the actual costs of power incurred by the District for pumping water to the Midwest City delivery point, and Midwest City will pay the District for those power costs as provided below.

(2) Supplemental Budget. Whenever collections from all sources are insufficient to defray District OM&R, the District may utilize amounts from the Reserve Fund to cover the difference. If additional payments are still required in order to defray District OM&R, the District may prepare a supplemental budget and submit it to Midwest City at least thirty (30) days in advance of the date upon which the additional funds will be required, and Midwest City shall pay its percentage share of said amount on or before the date specified. In the submission to Midwest City, the District shall set forth the justification for the increase in full detail.

e. PAYMENT.

(1) Schedule of Payments. Midwest City shall make payment of Midwest City's foregoing obligations to the District on such dates and in such installments as shall be designated by the Board of Directors of the District in order that the District will be provided with funds when needed by the District, all as set forth in a prior written notice to be given by the District to Midwest City. Unless otherwise agreed upon between the District and Midwest City, the District will deliver an invoice to Midwest City thirty (30) days in advance of each quarter based on the budgeted amounts, except for the cost of power for water delivery. Midwest City will pay the invoiced amount to the District no later than the last day prior to the beginning of the quarter to which the invoice applies.

(2) Payments for Power for Water Delivery. Unless otherwise agreed upon between the District and Midwest City, the District will deliver an invoice to

Midwest City for the actual cost of power for delivery of water to the Midwest City delivery point after the end of each quarter during which the power costs were incurred by the District. Midwest City will pay the invoiced amount to the District no later than thirty (30) days after receipt of the power invoice for each quarter.

(3) Benefits Conditioned upon Payments. Should Midwest City fail or refuse, for any reason whatsoever, to make any of the payments to the District in the amounts and at the times provided in this Contract, the District shall have the right, forthwith and without notice, to discontinue delivery of any water to Midwest City until all payments due from Midwest City to the District, together with any penalty for delinquent payments as set forth in this Contract, shall have been fully paid, and the District is authorized to sell water directly to those using Midwest City's allocated supply, or to any other water user acceptable to the District, and apply net revenues therefrom to the credit of Midwest City's account. However, the provisions of this subparagraph (2) shall not be deemed to provide the exclusive remedy of the District for nonpayment by Midwest City.

(4) Payments through Levy and Assessments by District; No Limitation on Authority of District. To the extent authorized by the constitution and laws of the State of Oklahoma, and in the amounts agreed upon between the District and Midwest City, the District may make direct assessments upon the properties within the city limits of the City of Midwest City to cover collection of all or any designated portion of Midwest City's obligation under the terms of this Contract, and Midwest City shall be credited with the amount of such collections, less the expenses of collection, upon its obligations under this Contract. Nothing herein shall limit the right of the District upon the direction of its Board of Directors to finance any part of the cost of additional facilities through levy and assessment upon the properties within the District.

(5) Limitation of Financial Liability of Midwest City; No Limitation on Taxing Authority of District. Midwest City shall not be obligated for the debt of any other Municipal Water User in the event of such Municipal Water User's failure to make its payments. This limitation shall not be construed as prohibiting the District from making reasonable rate increases to cover increased costs and nothing herein shall be construed as restricting the District from exercising its taxing powers to the extent necessary to meet its obligations.

(6) Payments during Water Shortages. Rationing of water by the District shall not affect the continuing obligation of Midwest City to make the prescribed annual payments.

SURPLUS MUNICIPAL WATER

7. All Project water available for Municipal Use in each calendar year in excess of the quantity scheduled for use by the Municipal Water Users in said calendar year within their respective maximum allocations is hereby defined as surplus water. If surplus water is available, the District may dispose of such current surplus on whatever terms it can arrange. Net revenues from the sale of surplus water shall be credited on the next payment or payments due from each Municipal Water User in the same proportion that such Municipal Water User's share of the surplus water bears to the total surplus water sold.

ASSIGNMENT OF WATER ALLOCATION BY MIDWEST CITY

8. Midwest City may sell or assign any portion of its allocation of the right to receive Project water only with the approval of the District. Under any assignment, it must be established to the District's satisfaction that the water allocation may be transferred under Oklahoma law and the laws of the United States for diversion as proposed. The alternate user must enter a contract or contracts satisfactory to the District and to the United States preserving all rights of the District and Municipal Water Users hereunder.

REGULATORY CONDITIONS

9. This Contract shall be subject to all valid rules, regulations, and laws applicable thereto, including those for nondiscrimination in employment.

ACCESS TO BOOKS AND RECORDS

10. Each party shall have the right during office hours to inspect and to make copies of the other party's books and official records relating to matters covered by this Contract.

CONTRACT SUBJECT TO UNITED STATES AND DISTRICT AGREEMENT

11. This Contract shall be subject to the terms, conditions, and provisions of the Federal Contract, to the extent such terms remain applicable after the repayment obligations for the financing and construction of the Norman Project were completed on October 1, 2016. This Contract cannot be amended or supplemented without the advance written approval of a duly authorized

representative of the United States. The District may assign all or any part of its rights or authority under this Contract to the United States.

EQUAL EMPLOYMENT OPPORTUNITY

12. During the performance of this Contract, the City agrees as follows:

a. The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

c. The City will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the City's commitments under section 202 of Executive Order 11246 of September 24, 1965 (EO11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The City will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The City will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the City's books, records, and accounts

by the Contracting Agency and the Secretary of Labor for Purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the City's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the City may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The City will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The City will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however*, that in the event the City becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the City may request that the United States enter into such litigation to protect the interest of the United States.

DETERMINATIONS

13. Where the terms of this Contract provide for action to be based upon the opinion or determination of either party to this Contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations.

NOTICES

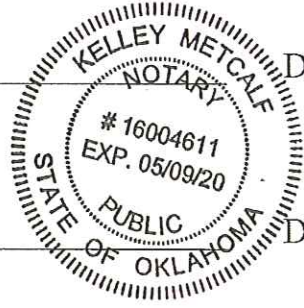
14. Any notice authorized or required by this Contract shall be made by mail, postage prepaid and return receipt requested, to the General Manager, Central Oklahoma Master Conservancy District, Midwest City, Oklahoma on behalf of the District, and to both the Mayor of the City of Midwest City and the Chair of the Board of Trustees of the Midwest City Municipal Services Authority, on behalf of Midwest City. The designation of the person to be notified, or the address of such person, may be changed at any time by identical notice from the party making the change. *Provided:* Notice is effective upon actual receipt by the designated recipient on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in multiple, each of which shall constitute one and the same contract, all as of January 1, 2017.

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Robert French
President Date: 12/27/16

Attest: Kelley Metcalf
Secretary Date: 12/28/16



CITY OF MIDWEST CITY

Marion W. White
Mayor Date: 12-14-16

Attest: Sara Hancock
City Clerk Date: 12.14.16

MIDWEST CITY MUNICIPAL SERVICES AUTHORITY

Marion W. White
Chair of the Board of Trustees Date: 12-14-16

Attest: Sara Hancock
Secretary Date: 12.14.16

APPROVED:

[Signature] Date: JAN 9, 2017

By: Regional Director
United States, Dept. of Interior, Bureau of Reclamation

**AGREEMENT RESPECTING DEL CITY AQUEDUCT REPLACEMENT
BETWEEN
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
AND
THE CITY OF MIDWEST CITY & THE CITY OF MIDWEST CITY MUNICIPAL
AUTHORITY**

The parties to this agreement are the CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT (“District”) and the CITY OF MIDWEST CITY (“City”) and the CITY OF MIDWEST CITY AUTHORITY (“Authority”).

Whereas, the Norman Project (“Project”) consisting of the Norman Dam, Lake Thunderbird, and the property, easements, and water delivery systems appurtenant thereto is a project of the United States acting through the Department of Interior, Bureau of Reclamation; and

Whereas, title to the Project is held by the United States, but the Central Oklahoma Master Conservancy District (the “District”) contracts with the United States for the operation of same; and

Whereas, the District entered into contracts with the Cities of Del City, Norman and Midwest City in 1961 for the provision of water in exchange for the Cities sharing proportionately in the debt repayment and operation, maintenance and replacement of the Project; and

Whereas, the Cities of Del City, Norman and Midwest City and their respective Authority’s executed their renewal of the Contract with the District (“water use contract”) for additional terms of 25 years in 2017, to be supplied with raw water for municipal purposes from the Project of the United States, Department of the Interior, Bureau of Reclamation, which Project is operated and maintained by the District; and

Whereas, the water use contract states that the City and Authority pay to the District the operation, and maintenance, cost of the Project facilities, budgeted annually and supplemented as needed pursuant to the water use contract; and

Whereas, the Board of Directors of the District has resolved that a portion of the Project, being the Del City Aqueduct, must be replaced due to high ongoing costs of repair; and

Whereas, the project to replace the Del City Aqueduct (the “replacement project”) was submitted for public bids by the District, and the lowest responsive bid was Matthews Trenching in the amount of \$5,643,680.00; and

Whereas, the District Board of Directors has resolved to finance the replacement project with funds to be obtained through financing the replacement project from the Drinking Water State Revolving Fund loan program (“DWSRF”) of the Oklahoma Water Resources Board; and

Whereas, the Project is expected to take one year to complete, after which the City/Authority will be assessed amounts to be paid to the District for amortization of the DWSRF loan in the amounts and under the interest rate to be determined at loan closing, estimates of which have been provided by the Oklahoma Water Resources Board, as shown on Exhibit 1 to this Agreement, which includes the 0.5% administrative fee of the Oklahoma Water Resources Board; and

Whereas, the District seeks the explicit agreement of the Cities and respective Authorities concurring in the financing and the additional contribution that will be required once construction of the replacement project is complete.

Now, therefore, it is agreed between the City, Authority and the District as follows:

1. The City/Authority will provide adequate funding, per the water use contract, for its proportionate share of the costs necessary to fund the replacement project as set forth in the water use contract (40.4 % for the City/Authority).
2. The parties agree that the District will finance the replacement project with funds from the DWSRF program, with the loan to be for a term of 15 years, with the cost of such to be paid along with all other applicable costs under the water use agreement renewal of 2017 by the Cities and respective Authorities in percentages previously delineated. This Agreement is in fulfillment of the January 1, 2017 water use agreement, does not constitute an amendment of that agreement, and is solely applicable to obligations respecting the replacement project and the agreement of all three cities to fund said Project.

Agreed:

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT:

Roger Frech, President

Date: _____

ATTEST: _____
Kevin Anders, Secretary

Date: _____

CITY OF MIDWEST CITY:

Matthew D. Dukes, II, Mayor

Date: _____

ATTEST: _____

Date: _____

Sara Hancock, City Clerk

APPROVED as to form and legality this _____ day of _____, 2019.

HEATHER POOLE, City Attorney

CITY OF MIDWEST CITY MUNICIPAL AUTHORITY:

Matthew D. Dukes, II, Chair of the Board of Trustees

Date: _____

ATTEST: _____
Sara Hancock, Secretary

Date: _____

APPROVED as to form and legality this _____ day of _____, 2019.

HEATHER POOLE, Counsel



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





**REGIONAL TRANSPORTATION AUTHORITY (RTA)
OF CENTRAL OKLAHOMA BOARD OF DIRECTORS MEETING**

WEDNESDAY, JUNE 19, 2019 | 2:30 P.M.

AGENDA

1. Welcome and Introductions (Attachment 1) - Brad Henry, RTA Board Chair
2. Review and Approval of the April 24, 2019 Minutes (Attachment 2) - Brad Henry, RTA Board Chair
3. Open Meetings/Open Records Acts Presentation - Laura Hammons, Assistant Attorney General
4. RTA Financial Report - Debbie Cook, ACOG Finance Director
 - a. Monthly Statement
 - b. Indemnification Policy
 - c. FY 2020 Budget Summary
5. Close the public meeting for an RTA Board Executive Session - Brad Henry, RTA Board Chair
The RTA Board and Staff will convene in the ACOG Board Room Extension for discussion with Consultant Kathryn Holmes pertaining to negotiations with BNSF Railway Co.
6. Open public meeting - Brad Henry, RTA Board Chair
Report any actions to be taken by the RTA Board as a result of the Executive Session.
7. Update on Procurement Policy Research and Next Steps - Mark W. Sweeney, Interim RTA Executive Director
8. Discussion of other RTA consultant related studies and associated costs - Mark W. Sweeney, Interim RTA Executive Director
 - a. Evaluation of Santa Fe Station for future capacity and ability to connect to other lines (Attachment 3) - Marion Hutchison, RTA Board Vice-Chair
 - b. Legal research and coordination to ensure the ability to construct future rail service along the Union Pacific spur through Bricktown (Attachment 4) - Marion Hutchison, RTA Board Vice-Chair and Jason Ferbrache, COTPA Administrator
9. Public Comments
10. Old Business
 - a. Conflict of Interest Form
 - b. RTA Business Cards
11. New Business
 - a. Updated Schedule of Meetings (Attachment 5)
12. Adjourn

Next Meeting: Wednesday, July 17, at 2:30 p.m.

Please notify ACOG at 405.234.2264 (TDD/TTY Call 7-1-1 Statewide) by 5 p.m. Monday, June 17, if you require accommodations pursuant to the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.

Chair Matt Dukes Midwest City Mayor	Vice-Chair Lynne Miller Norman Mayor	Secretary/Treasurer Steven J. Gentling Guthrie Mayor	Executive Director Mark W. Sweeney, AICP
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4205 N. Lincoln Blvd. Oklahoma City, OK 73105 405.234.2264 Fax: 234.2200



ATTACHMENT 1

WELCOME AND INTRODUCTION

**REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA BOARD OF DIRECTORS**

MEMBERSHIP LIST

CITY	NAME
CITY OF DEL CITY	Ken Bartlett
CITY OF EDMOND	James Boggs
CITY OF MIDWEST CITY	Aaron Budd
CITY OF MOORE	Steve Eddy
CITY OF NORMAN	Marion Hutchison
CITY OF OKLAHOMA CITY	Brad Henry
	Mary Mélon

ATTACHMENT 2

APRIL 24, 2019 MINUTES

A regular meeting of the Regional Transportation Authority (RTA) was convened at 9:40 a.m. on Wednesday April 24, 2019 in the Board Room of the Association of Central Oklahoma Governments (ACOG), 4205 N. Lincoln Blvd., Oklahoma City, Oklahoma. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk and by notice posted at the ACOG office at least twenty-four (24) hours prior to the meeting.

RTA Board of Directors Present

Ken Bartlett	City of Del City
James Boggs	City of Edmond
Marion Hutchison	City of Norman
Brad Henry	City of Oklahoma City
Mary Melon	City of Oklahoma City

RTA Board of Directors Absent

Aaron Budd	City of Midwest City
Steve Eddy	City of Moore

Municipal Staff Support Present

Brooks Mitchell, City Manager	City of Moore
Randy Entz, Planning Director	City of Edmond
Jason Ferbrache, COTPA Administrator	City of Oklahoma City
Mark Edwards, City Manager	City of Del City
Shawn O'Leary, Dir. of Public Works	City of Norman
Billy Harless, Comm. Development Dir.	City of Midwest City

Guests Present

Chip Nolen, Associate Planner	Central OK Trans. & Parking Authority (COTPA)
Derek Sparks, Government Relations	Greater Oklahoma City Chamber
Kathryn Holmes	RTA Consultant
Pete White, Attorney	ACOG Legal Council
Jim Hatt	ODOT Rail Programs Division
Jim Marshall	RailPros
Dave Fitzwater	RailPros
Shawn Marshall	RailPros

ACOG Staff

Mark W. Sweeney	Executive Director
John Sharp	Deputy Director & Div. Dir. of Trans. & Planning Ser.
Debbie Cook	Director of Finance
Jennifer Sebesta	Program Coordinator, TPS
Hannah Nolen	Associate Planner, TPS
Taylor Johnson	Program Coordinator, TPS
Hayden Harrison	Projects Coordinator, TPS
Conrad Aaron	GIS Technician, TPS
Gwendolyn Gordon	Administrative Assistant, TPS

1. **Welcome and Introductions**

Director Brad Henry called the meeting to order. He welcomed everyone in attendance and entertained introductions. There was a quorum.

2. **Review and Approval of the March 21, 2019 Minutes**

John Sharp asked to amend the March 21, 2019 minutes to include Mark Edwards, who was left off the attendance of the March 21, 2019 meeting minutes.

Director Ken Bartlett moved to amend the March 21, 2019 minutes. Director Marion Hutchison seconded the motion. The motion carried. (5-0)

Director Brad Henry asked for a motion to approve the March 21, 2019 minutes. Director Mary Melon moved to approve the minutes. Director Ken Bartlett seconded the motion. The motion carried. (5-0)

3. **Assessment of BNSF Line**

Kathryn Holmes provided background information on the gentlemen with RailPros. She said Jim Marshall is the Engineer who takes a project from concept to engineering, Dave Fitzwater is the Structural Engineer, and Shawn Marshall is the Track Designer who is responsible for the track alignment shown in the upcoming presentation. She said the gentlemen with RailPros will be discussing the track alignment and "pinch point" areas that have been identified as having higher costs to alleviate concerns.

Ms. Holmes said she is going to focus on the rail alignment only. It was assumed in the 2015 Commuter Corridors Study that BNSF would grant access to the corridor. Ms. Holmes said it is important at this point for the Regional Transportation Authority (RTA) to test that assumption to determine if it will get access to the corridor in a way the RTA can afford. If not, we will have to rethink the commuter options. Ms. Holmes said the work done so far was to determine the feasibility of operating a commuter rail system in a shared environment. Ms. Holmes added that the BNSF mainline is running near capacity.

Ms. Holmes and RailPros have looked into locating a commuter rail line in the BNSF corridor, how it would impact the BNSF line operationally, how we mitigate that impact, and what the cost would be. She said she wanted to do this feasibility study before she approaches BNSF because she knows what their response will be on certain issues and she wanted to have an idea of how to alleviate their concerns. Also, she wanted to know if the RTA can afford the costs of meeting their needs and if there are solutions on the identified "pinch point" areas, where there are conflicts.

Ms. Holmes encouraged the committee to ask questions as they view the presentation by RailPros.

There were questions raised by various board members regarding areas shown in the presentation where the commuter rail line is intended to be located. Ms. Holmes asked the Board to let her know as soon as possible if their city has any changes or adjustments that would impact the rail right of way.

John Sharp gave an example of the City of Norman looking to expand James Garner Avenue along the rail right of way to Robinson Street and Flood Avenue. He said the city owns some right of way in the corridor, but not the railway right of way. He said this is the type of project that RailPros would need to be informed about.

Director Brad Henry asked when BNSF's position on some of the issues would be known. Kathryn Holmes said she has requested a meeting with J.D. Mitchell with BNSF out of Ft. Worth and is hoping it will take place sometime in May. She is not guaranteeing that time period, but she is optimistic.

Director Brad Henry asked about looking into political angles to motivate BNSF to work with the RTA.

After the ten-minute break, Director Brad Henry asked for the final follow-up on the BNSF Assessment. Director Marion Hutchison said he read an article that said Canadian County is the fastest growing county in the State of Oklahoma. He suggested having a discussion at the next meeting about inviting Mustang and Yukon representatives to the RTA meetings. He said the Union Pacific (UP) rail line needs to be reviewed, especially the connection coming from the east, and possible additions need to be made to our contract work.

For more information on the presentation view the link below:

<\\srv-acog-file01\Files\TPDS\Transit\RTA\RailPros\OKC RTA Commuter Project\OKC Presentation 2019-04-24.pdf>

4. Consideration of MOU for Interim Administrative Services between ACOG and the RTA Updated Version

There were additional changes to page 6-A-5, Section B-General Terms, to the five (5) year contract. Director Mary Melon moved to approve the change. Director James Boggs seconded the motion. The motion carried (5-0).

Director Ken Bartlett made a motion to approve the updated version of the MOU for Interim Administrative Services between ACOG and RTA. Director James Boggs seconded the motion. The motion carried (5-0).

5. RTA Financial Report

Debbie Cook, Finance Director with ACOG presented the Board with handouts of the monthly financial statement, investment policy, and indemnification policy. Ms. Cook said she intends to apply for a federal employer ID for the RTA. She said currently RTA funds are in ACOG's bank account identified as RTA funds. Ms. Cook said soon she will be opening RTA's own bank account.

Director Brad Henry asked if the funds will eventually be in an interest-bearing account. Ms. Cook answered yes, and that the investment policy is in progress.

Ms. Cook said she is in the process of applying for Liability Insurance and she needs a list of outside affiliations from all the Directors (i.e. any boards that they serve on that might conflict with their service on the RTA Board). She emphasized the insurance company did not give a definition on outside affiliation.

6. Public Comments

None

7. Old Business

None

8. New Business

Conflict of Interest forms were passed out to the board members to complete and return to ACOG at their convenience.

Mark Sweeney said ACOG needs to know from the board members exactly what they want on their business cards. He encouraged the Board to get that information to John Sharp or him as soon as possible, so he can present the cards at the next meeting, June 19, 2019 at 2:30 p.m.

11. Adjourn

There being no further business to discuss, the meeting adjourned at 11:57 a.m.

ATTACHMENT 3

EVALUATION OF SANTA FE STATION FOR FUTURE CAPACITY AND ABILITY TO CONNECT TO OTHER LINES

The following request was submitted by RTA Vice-Chair Marion Hutchison.

Based on extensive reviews and detailed analysis by Jacobs under the 2011 Intermodal Transportation Hub Study, the Santa Fe Station was selected as the intermodal hub for the region's future Commuter Rail transit system. Since that time, considerable local, state and federal investments have been made to acquire and renovate the station for its future intended purpose. Two primary factors in the selection of Santa Fe as the future intermodal hub were (1) the ability to provide connectivity and service into and out of the terminal for not only the north-south BNSF corridor, but also the east-west UP corridor (both from the mainline to the south and the Bricktown Spur to the north), and (2) the ability to expand the terminal area to the east to accommodate an additional passenger platform and tracks for effective operations for all anticipated future rail transit service, including Commuter Rail service to/from West Oklahoma City, Yukon, Mustang, Midwest City/Tinker, Del City, OKC Adventure District, as well as potential intercity passenger rail service to/from Tulsa. As those connections and service were considered critical to the selection of Santa Fe Station as the future intermodal hub, it is imperative that those anticipated connections and operations be evaluated as part of the current BNSF corridor review to ensure those options remain available as part of any BNSF Commuter Rail corridor solution.

Consideration to approve additional work by Holmes/RailPros to identify the potential/impacts/constraints for/to/on Commuter Rail connectivity/hub operations into/out of the Santa Fe Station terminal and the proposed Burlington Northern Santa Fe (BNSF) corridor Commuter Rail line from (a) Union Pacific's (UP) Bricktown Spur right-of-way lying north of Santa Fe and (b) Union Pacific's mainline lying south of Santa Fe Station, as shown on the attached plan sheet.

ACTION REQUESTED:

Review and Comment.

ATTACHMENT 4

LEGAL RESEARCH AND COORDINATION TO ENSURE THE ABILITY TO CONSTRUCT FUTURE RAIL SERVICE ALONG THE UNION PACIFIC SPUR THROUGH BRICKTOWN

The following request was submitted by Marion Hutchison RTA Vice-Chair and Jason Ferbrache, COTPA Administrator.

As previously noted in Attachment 3, the ability to provide Commuter Rail connectivity between the Santa Fe Station and the UP Bricktown Spur corridor was considered critical in the selection of Santa Fe Station as the future intermodal hub. Since the completion of the Intermodal Hub Study and the acquisition of Santa Fe by Oklahoma City, numerous discussions have taken place between the City and Don Karchmer in-regards-to the potential construction of a parking garage in north Bricktown on properties owned by the Oklahoma City and Mr. Karchmer. The initial proposal was considered problematic by the City, as it would have adversely impacted the ability to provide the necessary rail connectivity between the UP Bricktown Spur and Santa Fe Station. More recently, Mr. Karchmer in partnership with BancFirst has proposed and received approval from the City to acquire the City's north Bricktown property for the purposes of constructing a parking garage, subject to the exception and reservation by the City, as well as the necessary conveyance by Mr. Karchmer, to provide the necessary right-of-way and easements across the property to ensure the ability to construct, operate and maintain the necessary rail infrastructure for both connectivity between Santa Fe Station and the Bricktown Spur, as well as that which is necessary as part of the expansion of the east retaining wall of the BNSF corridor for future expansion of the Santa Fe Station terminal.

Consideration to approve additional work by Holmes/RailPros to review and give a legal opinion and if needed, contribute to the necessary technical parameters and legal documents with regard to the property sale between Oklahoma City/ Mr. Karchmer/BancFirst to reserve the necessary right-of-way and easements are excepted and reserved from such sale to provide for (1) the future Commuter Rail connectivity across such properties to/from Santa Fe Station and the UP Bricktown Spur corridor and (2) the future eastward expansion of the current BNSF retaining wall to allow for Santa Fe Station terminal expansion, all as provided for under the attached 2015 URS Terminal Design Plan.

ACTION REQUESTED:

Review and Comment.

ATTACHMENT 5

UPDATED 2019 MEETING CALENDAR

Wednesday, July 17, 2019 at 2:30 p.m.

No August Meeting

Wednesday, September 18, 2019 at 2:30 p.m.

Wednesday, October 16, 2019 at 2:30 p.m.

Wednesday, November 20, 2019 at 2:30 p.m.

Wednesday, December 11, 2019 at 2:30 p.m.

All meetings will be held at ACOG's offices at 4205 N Lincoln Blvd.



MUNICIPAL AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City Manager's Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours at www.youtube@midwestcityok.org.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.



The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

July 09, 2019 - 6:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the June 25, 2019 meeting, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: 2018 G.O. Bonds Municipal Authority Fund, revenue/ Intergovernmental \$5,050,000; expenses/John Conrad Regional Golf (47) \$5,050,000. (Finance - C. Barron)
- C. DISCUSSION ITEM.
1. Discussion and consideration of approving an Agreement to pay Midwest City's share of Central Oklahoma Master Conservancy District (COMCD) financing with Oklahoma Water Resources Board to pay for infrastructure repairs as set out within the three member cities' contracts with the COMCD, with Midwest City's portion being 40.4%, or approximately \$2,713,847.00. (City Attorney - H. Poole)
- D. NEW BUSINESS/PUBLIC DISCUSSION. 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.**
- E. ADJOURNMENT.





CONSENT AGENDA



A notice for the regular Midwest City Municipal Authority 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 Municipal Authority Minutes

June 25, 2019 – 6:01 PM

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

Chairman Matt Dukes called the meeting to order at 6:47 PM with the following members present: Trustees Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Susan Eads.

CONSENT AGENDA. Allen made a motion to approve the consent agenda, as submitted, except for item 6, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Eads. Motion carried.

1. Discussion and consideration of approving the minutes of the June 11, 2019 meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: 2018 G.O. Bonds Municipal Authority Fund, revenue/Intergovernmental (49) \$5,555,000; expenses/Capital Water Improvements (49) \$5,555,000.
3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2019.
4. Discussion and consideration of renewing a contract, with modifications for FY 19-20 with Brenntag Southwest, Inc. for liquid chlorine and water treatment coagulation polymer; Evoqua Technologies, LLC for sodium chlorite solution; and Fort Bend Services, Inc. for biosolids drying/thickening polymer.
5. Discussion and consideration of renewing the Facility Lease Contract with the Midwest City Soccer Club for use of the soccer facility located in Joe B. Barnes Regional Park from July 1, 2019 through June 30, 2024.
6. **Discussion and consideration of renewing a contract, with modifications, for FY 2019-2020 Public Works General and Emergency Services with Silver Star Construction Company.** No action taken.
7. Discussion and consideration of renewing contracts for FY 19-20 with Cabot Norit Americas, Inc. for granular activated carbon; Dukes' Root Control, Inc. for chemical root control; Roll Offs USA for new front load refuse containers; MCS Heartland, LLC for refurbished front load refuse containers; Republic Services, Inc. for commercial sanitation service of roll offs; and Rehig Pacific Company for compactors and upright wheeled refuse containers.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes closed the meeting at 6:48 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, City Treasurer/Finance Director

DATE: July 9, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: 2018 G.O. Bonds Municipal Authority Fund, revenue/Intergovernmental (47) \$5,050,000; expenses/John Conrad Regional Golf (47) \$5,050,000.

The supplement is needed to budget revenue and expenses from 2018 G.O. Bond Issuance #2.

Christy Barron

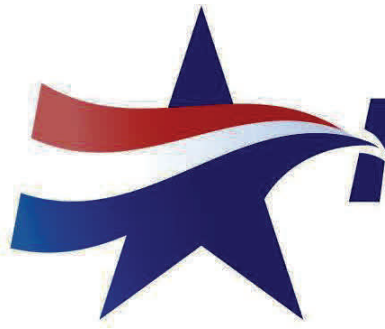
Christy Barron
Finance Director

SUPPLEMENTS

July 9, 2019

Fund 2018 GO BONDS MUNICIPAL AUTHORITY (271)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
47	Intergovernmental	5,050,000			
47	John Conrad Regional Golf			5,050,000	
		5,050,000	0	5,050,000	0

Explanation:
To budget revenue and expenses from 2018 G.O. Bond Issuance #2 for John Conrad Renovation and Maintenance Equipment Project.



MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEM





City Attorney
100 N. Midwest Boulevard
Midwest City, OK 73110
hpoole@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

TO: Chairman and Trustees

FROM: Heather Poole, City Attorney

DATE: July 9, 2019

RE: Discussion and consideration of approving an Agreement to pay Midwest City's share of Central Oklahoma Master Conservancy District (COMCD) financing with Oklahoma Water Resources Board to pay for infrastructure repairs as set out within the three member cities' contracts with the COMCD, with Midwest City's portion being 40.4%, or approximately \$2,713,847.00.

The City of Midwest City is a member of the Central Oklahoma Master Conservancy District (COMCD) and entered into a contract in 1961 to fund the development and infrastructure and agree on Midwest City's apportionment of water use and financial obligations. Those agreements were renewed for another twenty five year period in 2017. Part of the infrastructure obligations include the pipeline transmitting water to Del City, a portion of which runs under Tinker. The costs to relocate the pipes under Tinker are being borne by the base, however, the remainder of repairs were bid out and awarded to Matthews Trenching of Oklahoma City for \$5,643,680. The portion of Midwest City's share of the infrastructure repairs is 40.4 %, or approximately \$2,280,046.72 of the overall \$5,643,680 financed by Oklahoma Water Resources Board. The amortization schedule shows the interest Midwest City will also pay on its share. Del City has approved an agreement to pay their portion of the financing and Norman will have this item on their council's agenda this evening as well. The financing agreement with COMCD and OWRB, the amortization schedule for Midwest City's portion of the financing, the correspondence from COMCD regarding the repairs, the bid tab for the pipeline repair bids, the renewal contract of Midwest City and COMCD; and the agreement between COMCD, Bureau of Reclamation and City of Midwest City are attached.

In terms of Midwest City's involvement with the COMCD some history on its implementation may be of assistance: In 1923 the Oklahoma Legislature passed the Conservancy District Act. The Conservancy District Act called for the establishment of projects that would be paid for by assessments against landowners. The Conservancy District Act allowed for projects to be implemented over time to include irrigation and also projects for the supply of water to cities and towns and water districts. Districts would be established by the petition of landowners in a water basin and if 51% of them voted to come under an assessment to pay the costs of a project, a district could be established, a levy made, and an irrigation or water supply project could be constructed by the district.

The Bureau of Reclamation received large amounts of appropriated funds for projects to construct dams for irrigation and water supplies all over the West. Local landowners, farmers, cities, and states began to proposed projects to benefit Oklahomans. Projects came to be driven by the need for water supply sources to support population growth, but they became largely driven as well by the availability of federal funds for construction of dams and reservoirs, and for piping and pumping systems to supply the water to the end users.

The ability to establish districts for water supply purposes was enhanced by three amendments to the Conservancy District Act in particular. The Act was amended to allow 50% of the population and land within a city limits to be counted toward the approval of the establishment of the district merely by the city in question voting in favor of its establishment for water supply purposes. Second, the Act allowed repayment of the costs of a water supply project not by assessment of landowners, necessarily, but by agreement of cities to pay water use charges sufficient to cover the cost of construction and operation of a dam, reservoir, and water delivery systems. That provision provided a way to get around the requirement for 51% of the landowners, and landowners owning 51% of the land, in a basin to approve a project. Third, the Act was amended to state that, if the federal government would fund construction of a dam and lake and appurtenant facilities, the Act would be construed to conform to whatever federal requirements would be imposed, so that state law would not stand in the way of any project demanded locally but funded federally.

The cities of Midwest City, Del City, and Norman, joined by over 3000 individual landowners, petitioned the Oklahoma Supreme Court to establish a conservancy district encompassing the boundaries of those cities. The purpose of the district would be to implement a water supply project for them and for other uses, but primarily to supply water to the three cities and to Tinker Air Force Base. Sure enough, one landowner sued to prevent the formation of the district. The Cleveland County District Court reviewed the petitions for establishment of the district and the opposition case, and conducted a trial on the facts of the matter. After trial, the District Court found the law in favor of the proponents and established the COMCD. The establishment of the District was upheld by the Oklahoma Supreme Court in the case of *In Re Central Oklahoma Master Conservancy Dist.*, 1961 OK 23, decided January 31, 1961.

Soon after establishment of the District, Congress through the Bureau of Reclamation funded the construction of the Norman Project (late named Lake Thunderbird). The funding was dependent on reservation of water rights in the Thunderbird basin by the federal government which were later assigned to COMCD and the three cities. It was also contingent on repayment of the federal loan to build the project by the COMCD and commitments from the three cities to pay water use charges to cover those costs. In 1961 the Cleveland County District Court approved the contracts that obligated the District and the cities to cover these costs and repay the loan, and the construction of the Norman Dam ensued. (Tinker Air Force Base chose not to participate in the project.)

The gates on the dam closed in 1965 and water has been supplied to Norman, Midwest City, and Del City by COMCD ever since then. The federal construction loan had a fifty-year term, and it was paid off by the District in 2016. However, the federal government continues to own all parts of the Project, including the dam, the lake, and all water supply facilities (pipes, pumps, storage tanks). After the federal construction loan was paid off, the District continues to operate the Norman Project under the terms of the contracts between the federal government (Bureau of

Reclamation) and the District. The contract requires the District to pay for all operation, maintenance, and replacement costs of the Project. Under the contracts between the District and each of the three cities, which were renewed for a twenty-five year term in 2017, and the terms of which have also have been approved by the Bureau of Reclamation, the District continues to supply water to them from the Norman Project. The cities continue to pay for that water by paying the District the equivalent of its costs of operation, maintenance, and replacement of the facilities of the Norman Project.

Staff recommends approval of the agreement to pay our portion of the financing for the repairs.

Respectfully submitted,

Heather M. Poole
City Attorney

Attachments:

OWRB Financing Agreement;
Amortization Schedule;
June 12, 2019 correspondence from COMCD;
bid tab for the pipeline repair bids;
2017 contract between Midwest City and COMCD;
and the agreement between COMCD and City of Midwest City

**LOAN AGREEMENT
FOR DRINKING WATER SRF LOAN**

This LOAN AGREEMENT FOR DRINKING WATER SRF LOAN (the “Loan Agreement”), dated as of the 1st day of June, 2019, is by and between the OKLAHOMA WATER RESOURCES BOARD (the “OWRB”), a body corporate and politic and an instrumentality, agency and department of the State of Oklahoma (the “State”) and the Central Oklahoma Master Conservancy District (the “Borrower”), a master conservancy district duly organized and existing under the Conservancy Act of Oklahoma, Title 82 Section 531 et. seq. of the laws of the State of Oklahoma.

Commented [BK1]: It is fairly common for the loan documents to be dated the first of the month that work on the transaction began (this date may be changed to July 1 since that is the month we are closing). The Promissory Note will have the exact date of closing of the loan.

WITNESSETH:

WHEREAS, Title 82, Oklahoma Statutes 2011, Section 1085.73 *et seq.* (the “Act”) established a Drinking Water Treatment Revolving Loan Account (“DWTRLA”) to enable the State of Oklahoma to match federal funds and implement the Federal Safe Drinking Water Act by providing for a program for financial assistance (commonly known as the “Drinking Water SRF Financing Program”) to eligible entities for certain authorized purposes; and

WHEREAS, the Borrower has requested a loan through the Drinking Water SRF Financing Program to provide low interest financing for the costs of water system improvements and upgrades as described in the Borrower’s Application for Funding; and

WHEREAS, the OWRB is authorized to enter into binding loan agreements with eligible entities specified by the Department of Environmental Quality (“DEQ”), pursuant to the terms of the Act; and

WHEREAS, the DEQ and the OWRB have made all findings required under the Act for approval of the loan, and the OWRB is willing to make a loan to the Borrower for the aforementioned purposes.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements hereinafter contained, the Borrower and the OWRB hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1. Except where the context clearly indicates otherwise, the terms “eligible entity”, “Safe Drinking Water Act”, and “drinking water treatment project” shall have the definitions and meanings ascribed to them under the Act.

1.2 “Accountant” shall mean an independent certified public accountant or firm of independent certified public accountants of recognized standing qualified to perform the duties required in this Loan Agreement.

1.3 “Application for Funding” shall mean the Borrower's Application for Funding No. ORF-19-0008-DW to the DEQ and the OWRB for a loan for the purpose of financing drinking water treatment system improvements, a copy of which application is attached hereto as Exhibit “A”.

1.4 “Bond Indenture” with respect to each series of Bonds, shall mean the bond indenture or other similar document between the OWRB and the Trustee Bank, pursuant to which a series of Bonds is issued and delivered.

1.5 “Bonds” shall mean obligations issued by the OWRB to provide a source of funding for the Drinking Water SRF Financing Program, to which revenues received from repayment of this Loan may be pledged from time to time.

1.6 “Consulting Engineer” shall mean an independent consulting engineer or firm of independent consulting engineers retained by the Borrower, designated in the Application for Funding and acceptable to the DEQ, and qualified to perform the duties required in the Loan Agreement.

1.7 “DEQ” shall mean the Department of Environmental Quality of the State of Oklahoma.

1.8 “Drinking Water SRF” shall mean the State Drinking Water Treatment Revolving Loan Account, or DWTRLA.

1.9 “Drinking Water SRF Financing Program” shall mean the State's permanent program approved by EPA for providing financial assistance for drinking water treatment projects, established in accordance with Section 130 of the Safe Drinking Water Act and Title 82, Oklahoma Statutes 2011, Section 1085.73 *et seq.* as amended.

1.10 “EPA” shall mean the United States Environmental Protection Agency or Regional Office thereof.

1.11 “Existing Indebtedness” shall mean any existing obligations of the Borrower payable from the Revenues pledged by the Borrower to the payment of the debt service requirements of the Loan, including specifically:

1.12 “Indenture” shall mean the Trust Agreement dated as of June 1, 2019, by and between the Borrower and the Local Trustee.

1.13 Reserved.

1.14 “Loan” shall mean the particular loan for long-term financing to be made by the OWRB to the Borrower pursuant to the terms of this Loan Agreement for Drinking Water SRF Loan.

1.15 “Local Act” shall mean an official action of the Borrower taken in accordance with applicable ordinances or rules of the Borrower and laws of the State.

1.16 “Local Trustee” shall mean BancFirst, a national banking association with corporate trust powers domiciled in the State with principal offices in Oklahoma City, Oklahoma, experienced and qualified to act as a corporate trustee, selected by the Borrower, and approved by the OWRB to serve as trustee for the Borrower pursuant to Section 2.7(W) hereof.

1.17 “Net Revenues Available for Debt Service” shall mean the Gross Revenues after the deduction of the Operation and Maintenance Expenses for the period in question.

1.18 “Note” shall mean the Series 2019 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board to be issued by the Borrower pursuant to the Act, as amended, to evidence the Loan and which obligation will be purchased by the OWRB in accordance with the provisions of this Loan Agreement for Drinking Water SRF Loan.

1.19 “Operation and Maintenance Expenses” shall mean the reasonable and necessary current expenses of the Borrower in operating, maintaining and repairing the System which may include, without limiting the generality of the foregoing, the following:

(1) Costs of billing and collecting the rentals, fees, rates and charges for the use and services of the System and commodities furnished thereby, and for making any refunds therefrom lawfully due to others which may be charged by the Borrower from time to time for performing such services;

(2) Costs of audit reports and legal, accounting and engineering expenses directly related to the administration, operation, maintenance and repair of the System;

(3) Costs of salaries, wages and other compensation of officers and employees and payments to pension, retirement, health and hospitalization funds and other insurance (including self-insurance for the foregoing);

(4) Overhead expenses directly or indirectly related to the administration, operation, maintenance and repair of the System including the costs of fuel and purchased electricity;

(5) Costs of routine repairs, replacements, renewals and alterations occurring in the usual course of business;

(6) Costs of material and supplies used in the ordinary course of business, including ordinary and current rentals of vehicles, equipment, machinery, tools or other property;

(7) Costs of carrying out the provisions of the Bond Indenture, including Bank's fees and expenses; costs of insurance required hereby or a properly allocable share of any premium on any blanket policy which covers or pertains to the System and expenses of the professional consultants and legal fees and expenses;

(8) All other costs and expenses of operating, maintaining and repairing the System in the routine and normal course of business, including without limitation, costs and expenses of attorneys, accountants, financial consultants, insurance consultants, and consulting engineers and others.

PROVIDED, HOWEVER, that the term "Operation and Maintenance Expenses" shall not include, (i) any allowance for depreciation and other non-cash items; (ii) any amounts for capital replacements, renewals and repairs not recurring annually or reserves therefor; (iii) costs of additions, expansions, betterments and improvements to the System or reserves therefor; (iv) reserves for administration, operation, maintenance and repairs occurring in the normal course of business; (v) costs related to the issuance of notes or bonds; (vi) payment (including prepayment) of the Bonds, including principal, interest and premium therefor and/or reserve requirements therefor.

1.20 "OWRB" shall mean the Oklahoma Water Resources Board.

1.21 "Project" shall mean the drinking water treatment system improvements, all as described in the Application for Funding No. ORF-19-0008-DW to be constructed, modified, expanded, or refinanced by the Borrower with, among other funds, the proceeds of the Loan.

1.22 "Project Costs" shall mean in connection with the Project or any future project, together with any other proper cost items not specifically mentioned herein, all costs of acquiring, constructing, furnishing, equipping, and financing the Project as specified on Exhibit "D" attached hereto, including but not limited to: obligations incurred for labor and materials and to contractors, builders, and materialmen; restoration or relocation of property damaged or destroyed in connection with such construction; premiums on contractors' performance, payment, and completion bonds if required; the cost of machinery, equipment, or supplies purchased by the Borrower for inclusion as part of the System; fees, compensation, and expenses of the Borrower for services rendered during said period; taxes, fees, charges, and expenses due and payable in connection with the Project, the financing thereof, or the issuance of and security for bonds or notes; premiums on insurance in connection with the Project, the financing thereof, or the issuance of and security for bonds or notes; premiums on insurance in connection with the construction of additions to the System; costs

of architects' and engineers' services; all costs incident to and properly allocable to the acquisition, equipping, and construction of the Project and placing of the same in operation; capitalizing principal and interest requirements and any reserve funds for any bonds or notes; legal, financing, financial, administrative, accounting, printing, and recording expenses and fees; and the fees and expenses of bond counsel.

1.23 "Project Costs Disbursement Account" shall mean the account the Borrower maintains with a federally insured banking institution that is separate and apart from all other funds and accounts of the Borrower for the purpose of receiving disbursements of Loan funds pursuant to Section 2.2 and Section 2.11 herein.

1.24 "Replacement Costs" shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances during the useful life of the treatment works necessary to maintain the capacity and performance for which such works are designed and constructed, excluding capital replacements, repairs, and maintenance not recurring annually (or at shorter intervals) or reserves therefor.

1.25 "Revenues" shall mean: (i) all rates, fees, rentals, other charges, income, and monies properly allocable to the System in accordance with generally accepted accounting principles resulting from the ownership and/or operation of the System, excluding customer deposits and any other deposits subject to refund until such deposits have become the property of the Borrower; (ii) the proceeds of any insurance covering business interruption loss relating to the System; and (iii) any other monies from other sources pledged by the Borrower to the payment of debt service requirements of the Note. Such Revenues derived from the System shall, unless precluded by restrictions relating to Existing Indebtedness of the Borrower, be dedicated for payment of debt service requirements of the Loan prior to payment of Operation and Maintenance Expenses of the System.

1.26 "Revised OMB Guidance" shall mean the guidance revised by the Office of Management and Budget ("OMB") ON December 2013 for 2 CFR Chapter I, Chapter II, Part 200, et al. *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

1.27 Reserved.

1.28 Reserved.

1.29 Reserved.

1.30 "System" shall mean the Borrower's water utility systems.

End of Article I

ARTICLE II

TERMS AND CONDITIONS OF LOAN; SECURITY FOR LOAN; REPAYMENT OF LOAN; COVENANTS AND REPRESENTATIONS OF BORROWER

2.1 Subject to the provisions of this Loan Agreement for Drinking Water SRF Loan, applicable state statutes, those items listed on Exhibit "E" attached hereto, and applicable rules, regulations, and procedures of the OWRB and of the DEQ, and in anticipation of the Borrower's issuance of its Note as provided herein, it is hereby agreed that the OWRB shall make a Loan to the Borrower and the Borrower shall accept the Loan from the OWRB, and to such end, it is agreed that the Borrower shall sell to the OWRB and the OWRB shall purchase from the Borrower, the Note in the principal amount of Eight Hundred Twenty Three Thousand One Hundred Eighty Dollars (\$5,643,680.00).

2.2 The OWRB shall disburse proceeds of the Loan to the Borrower only for incurred Project Costs and in accordance with Drinking Water SRF Financing Program procedures. The Borrower shall submit certified requests for disbursement of loan proceeds to the DEQ on DW-271 forms. The requests shall be accompanied by such invoices or other documentation as may be required by the DEQ to demonstrate that such amounts have been incurred by or on behalf of the Borrower for the payment of Project Costs. Upon approval by DEQ, the request shall be forwarded to the OWRB, which shall provide for disbursement of the loan proceeds to the Borrower in an expeditious and timely manner. The Borrower shall maintain a Project Costs Disbursement Account separate and apart from all other funds and accounts of the Borrower for the purpose of receiving disbursements of Loan funds pursuant to this Section 2.2 (the "Project Costs Disbursement Account"). The Project Costs Disbursement Account shall be maintained with a federally insured banking institution, which may or may not be the Local Trustee. The Borrower covenants and agrees that all disbursements of loan proceeds received in the Project Costs Disbursement Account shall be immediately and expeditiously transferred or paid out, as appropriate, for payment of Project Costs as specified by the Borrower on the corresponding DW-271 form. If any deposits to the Project Costs Disbursement Account are funded in whole or in part with proceeds of Bonds issued after January 1, 2008, the OWRB shall maintain records that provide the amount of proceeds funded from proceeds of Bonds and the Issuance Date of such Bonds (referred to herein as the "Issuance Date"). Anything in this Agreement to the contrary notwithstanding, should the construction of the Project not be completed within thirty (30) days prior to the third anniversary of the Issuance Date of such Bonds, the parties agree that the unfunded balance of the Loan may, at the option of the OWRB, be deposited to the Project Costs Disbursement Account, and disbursements for Project Costs shall be made, in accordance with the provisions of Section 2.11.

2.3 According to EPA requirements for the Drinking Water SRF Financing Program, (x) the Note must be fully amortized and repaid **no later than fifteen (15) years** after the date the Project is completed, and (y) the Borrower must commence repayment of principal no later than one (1) year after the date construction of the Project is completed. Accordingly, the parties agree that the Note shall mature on the earlier of (i) the March 15 or September 15 next preceding the date which is **fifteen (15) years** after completion of construction of the Project as certified to the

OWRB by the Borrower, or (ii) **September 15, 2035**. The outstanding principal balance of the Note, together with all accrued, but unpaid, interest and administrative fees shall be due and payable in full on said maturity date. The Note shall contain other provisions set forth in Exhibit "B" attached hereto and made a part hereof.

2.4 The Borrower shall make semi-annual payments of principal, interest, and administrative fee directly to the OWRB or the OWRB's Trustee Bank (as directed by the OWRB), in such amounts and at such times as described below, until the Project is complete and the Amortization Table is provided to the Borrower and the Local Trustee as provided for below. Upon completion of the Project and provision of the Amortization Table, the Borrower shall be required to commence monthly payments of principal, interest, and administrative fee to the Local Trustee, and the Local Trustee shall remit semi-annual payments as provided for below. The Borrower shall pay to the OWRB or the Trustee Bank (as directed by the OWRB) interest on the Loan at the rate of **(TBD) %** per annum, plus an administrative fee at the rate of 0.5% per annum, all on the outstanding balance of disbursed loan proceeds. Interest and the administrative fee shall be computed on the basis of a year of 360 days and the number of actual days elapsed. The interest and administrative fee payments shall be made on a semi-annual basis, commencing on September 15, 2019, and continuing each March 15 and September 15 thereafter for the term of the Loan. The Borrower shall commence repayment of principal on the earlier of (i) the March 15 or September 15 next following the date construction of the Project is completed, as certified to the OWRB by the Borrower, or (ii) **March 15, 2021**, and shall continue to repay principal semiannually for the term of the Loan according to the Amortization Table to be provided by the OWRB as described hereinbelow; provided, in the event that it becomes necessary for the Borrower to commence repaying principal to the OWRB as provided in the Preliminary Principal Payment Schedule as set forth on Schedule "A" to the Note, until such time as the OWRB provides the final Amortization Table to the Borrower and the Local Trustee as set forth below. After the Project is completed and the Borrower has certified to the OWRB that all Project Costs have been paid, then the OWRB shall produce and provide to the Borrower and the Local Trustee an Amortization Table which reflects the total amount of principal advanced under the Note less any principal payments already received, plus interest and administrative fees due and payable. [The amortization table will provide to the extent possible for the payment of level debt service payments on the Note.] The amortization table will be attached as Schedule "A" to the Note at the time it is provided by the OWRB to the Borrower and the Local Trustee, and shall replace and supercede the Preliminary Principal Payment Schedule in all respects and will require no further action or approval by the Borrower or the governing body of Delaware County, Oklahoma. In the event the Borrower defaults in the payment of any of its required payments to the OWRB or the Trustee Bank, the amount of such default shall bear interest at the rate of fourteen percent (14%) per annum, from the date of the default until the date of payment thereof. In the event any due date for payment of any installment of principal, interest, or administrative fee shall not be a regular business day, then such date for payment of principal, interest, or administrative fee shall be the immediately preceding business day.

Commented [BK2]: The interest rate is calculated 10 days before closing. The Estimated Amortization Schedule is included to give you an idea of the interest rate but it is subject to change.

Notwithstanding the provisions of the immediately preceding paragraph, should the construction of the Project not be completed within thirty (30) days prior to the third anniversary of the Issuance Date of Bonds, the parties agree that the unfunded balance of the Loan may, at the option of the OWRB, be deposited to the Project Costs Disbursement Account, and thereupon the OWRB

shall provide the Amortization Table to the Borrower and the Local Trustee, and the Borrower shall be required to commence monthly payments of principal, interest, and administrative fee to the Local Trustee as provided for above; furthermore, this Loan may be eligible for Principal Forgiveness as more fully set forth in Article VI herein, which may reduce the total amount of principal, interest, and administrative fee due and owing under the Notes.

2.5 The Borrower, as one of the further conditions of the OWRB making the Permanent Loan and as authorized by the Local Act, hereby pledges, grants a security interest in, and dedicates the Net Revenues Available for Debt Service to the repayment of the Loan.

2.6 [Left Blank Intentionally]

2.7 As further conditions of the OWRB making the Loan, the Borrower covenants, agrees, and represents as follows:

(A) The Borrower agrees and represents that it shall comply with all applicable requirements of Federal and State law and authority, including but not limited to:

(1) The laws and executive orders listed on Exhibit "E" attached hereto and the Federal Historic Sites Act;

(2) State statutes and rules administered by the DEQ (as codified in Title 252 of the Oklahoma Administrative Code) regarding the design, construction, operation, and maintenance of water and wastewater collection, treatment, and distribution facilities; and

(3) The OWRB Rules codified in Title 785 of the Oklahoma Administrative Code;

(B) (1) The Borrower will expeditiously proceed with and complete the Project in accordance with Project plans and specifications approved by the DEQ and in accordance with the following schedule:

Start Construction

Projected Completion of Construction

Deadline for Completion of Construction

Not more than 6 months after substantial completion of construction, the Borrower shall provide to the DEQ, with a copy to the OWRB, a certification in such form as is acceptable to the DEQ regarding completion of construction and quantification of any unexpended loan proceeds. Thereafter, the OWRB will de-obligate any such unexpended loan proceeds and make said funds available for other borrowers provided, if any loan proceeds remain unexpended, then the Borrower may request OWRB and DEQ approval of use of proceeds for another purpose. If approved,

such proceeds shall be expended by the date specified by OWRB, which shall not be later than 18 months after the date of OWRB and DEQ approval of the additional use; and

(2) The Loan proceeds disbursed to the Borrower shall be used solely and exclusively for the payment of authorized and approved Project Costs incurred toward those items specified on Exhibit "D" attached hereto or as otherwise approved by the DEQ. In the event the DEQ or the OWRB determines that funds furnished were utilized and expended for any unauthorized or unallowable purpose, the Borrower shall return or otherwise pay to the OWRB, for deposit in the DWTRLA, any and all such amounts of funds used and expended for unauthorized or unallowable purposes plus interest on such amount(s) at the Loan rate accruing from and after the date of the unauthorized expenditures;

(C) The Borrower agrees to operate and maintain the System in good condition.

(D) (1) The Borrower shall maintain separate Project accounts in accordance with generally accepted government accounting standards, including (a) standards related to the reporting of infrastructure assets and (b) those set forth in the "Standards for Audit of Government Organizations, Programs, Activities and Functions," published by the U.S. General Accounting Office;

(2) The Project may be funded in part from a grant award from EPA referenced as follows:

CFDA title:	Safe Drinking Water State Revolving Fund
CFDA number:	66.468
Award number:	ORF-19-0008-DW

Accordingly, the Borrower agrees that it will comply with the provisions of OMB Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations*.

If the Borrower expends Federal funds in a total amount equal to or greater than \$750,000.00 in any fiscal year of the Borrower, then the Borrower shall complete an annual audit report in accordance with Revised OMB Guidance (a "Single Audit") and submit a copy thereof to the OWRB and the DEQ within one hundred fifty (150) days after the end of each such fiscal year;

(3) The Borrower shall permit the DEQ and the OWRB, acting by and through their duly authorized representatives, to inspect any and all projects, incidental works, facilities, and premises otherwise pertaining to the Project. The DEQ and the OWRB shall be permitted to inspect at any and all reasonable times for purposes of audit and examination all books, accounts, records, contracts, or other documents possessed by the Borrower or its contractors, agents, employees, or representatives which relate to the Loan; and

(4) The Borrower shall submit to the OWRB monthly operating statements,

reflecting the Revenues and Operation and Maintenance Expenses of the System, together with any changes in the governing body members, pertinent staff, or pertinent rate structure(s) of the Borrower, all by the 15th day of the succeeding month. The Borrower shall submit to the DEQ and the OWRB (i) annual audits and (ii) such other documents and information as said agencies may reasonably require in connection with the administration of the facilities financed by the Loan. The Borrower shall cause its books and records and accounts to be audited (the "Financial Audit") within 30 days after the close of each fiscal year by an Accountant acceptable to the OWRB and, within 150 days after the end of each fiscal year, furnish copies of the reports of such audits to the OWRB including statements in reasonable detail, certified by said Accountant as to the financial condition of the Borrower and detailing the Revenues. The Financial Audit may be, but need not necessarily be, combined with the Single Audit into a single audit. The Financial Audit shall be performed and presented in accordance with *Government Auditing Standards*;

- (E) The Borrower shall not enter into any contract with any person who has been convicted of any offense under the criminal provisions of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended, for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. This prohibition shall continue with respect to any person to whom it applies until the EPA Administrator certifies that the condition giving rise to such conviction has been corrected;
- (F)
 - (1) The Borrower agrees to comply with the six good faith efforts contained in 40 CFR, Section 33.301, as the same is provided in the DEQ's regulations codified in the Oklahoma Administrative Code regarding procurement of supplies, construction, or services from disadvantaged business enterprises; and
 - (2) The Borrower agrees to submit to the DEQ Project Officer a completed EPA Form 5700-52a within 15 days after the end of each Federal fiscal semi-annual period (March 31st and September 30th) during which the Borrower or its contractors award any subagreements to a disadvantaged business for building and building related services;
- (G) [Left Blank Intentionally]
- (H) The Borrower hereby represents, covenants, and acknowledges that all requisite action required on its part to have been taken or performed prior or requisite to the issuance of the Note, specifically including the passage and adoption of the Local Act and the waiver of competitive bidding for the sale of the Note, if required, have happened, occurred, and been performed according to law and that the Note is the valid, legal, and enforceable obligation of the Borrower. The Borrower has obtained all requisite authorizations, orders, and approvals necessary for the issuance of the Note and the proper dedication of the security for the Note, including any required

approvals from the beneficiary of the Borrower, if any, and if appropriate, the imposition of rates and fees for use of the System. The Borrower further certifies that it has duly authorized the issuance of and shall have delivered at closing the Note for purchase by the OWRB. All legal matters incident to the authorization, issuance, sale, and delivery of the Note shall be approved by legal counsel experienced in matters of law relating to municipal bonds and public finance and acceptable to the OWRB, in an opinion in substantially the form attached hereto as Exhibit "C". As an additional condition of the OWRB making the Loan, the Borrower shall execute and deliver contemporaneously with the issue of the Note, a Use of Proceeds Certificate in substantially the form of the appropriate certificate attached hereto as Exhibit "F". The Borrower hereby covenants to comply with all terms, conditions, and requirements contained in said Use of Proceeds Certificate;

- (I) The Borrower's schedule of rates or charges for the services of the System shall be sufficient to provide funds which, together with other revenues pledged under the Local Act, will provide Net Revenues Available for Debt Service equal to at least 125% of the maximum annual amount required for debt service on all obligations secured by a lien on the Revenues which is senior to the lien on the Revenues securing the Note or on a parity with the lien on said Revenues securing the Note (the "Rate Covenant"); provided that calculation of the Rate Covenant on variable rate obligations in favor of the OWRB shall be on the basis of the average rate of interest borne by variable rate loans in the Oklahoma Water Resources Board's State Loan Program for the immediately preceding 12 month period; and provided further that the schedule of rates or charges for the services of the System shall always be at least sufficient to provide monies to pay the Operation and Maintenance Expenses of the System without consideration of any other revenue source;
- (J) The Borrower shall provide the OWRB with a certificate reflecting that the Net Revenues Available for Debt Service will satisfy the Rate Covenant. Such certificate shall be provided by either: (a) an Accountant reflecting that the Net Revenues Available for Debt Service satisfied the Rate Covenant in each of the two full fiscal years immediately preceding the closing for the Note or (b) an Accountant or Consulting Engineer projecting that in the first two fiscal years following completion of the Project, the Net Revenues Available for Debt Service will satisfy the Rate Covenant. In the event that the Accountant or Consulting Engineer shall provide the certificate to the OWRB pursuant to clause (b) above, the calculations reflecting the sufficiency thereof shall be based upon Net Revenues Available for Debt Service in twelve (12) consecutive months of the previous eighteen (18) months and may take future System rate increases into consideration; provided, however, that for such rate increases to be taken into consideration by the Accountant or Consulting Engineer, the Borrower and any other entity required to give its approval for such rate increases to be effective shall have given such required approvals prior to the closing for the Loan. Additionally, the Accountant or Consulting Engineer may take into consideration additional future revenues of the System to be derived from contractual agreements entered into by the Borrower with other eligible entities. The projections to be made by the Accountant or Consulting

Engineer shall only reflect growth in the customer base of the Borrower to the extent that such growth is a result of services to be provided to an existing customer base not currently served by the Borrower;

- (K) The Borrower shall not, subsequent to the date of the Loan, issue any other obligations payable from the Revenues, except (i) subordinate obligations without limitation and (ii) obligations on a parity with Existing Indebtedness or obligations on a parity with the Note (which obligations referenced in this subpart (ii) shall be hereinafter referred to as “Additional Indebtedness”). Any such Additional Indebtedness shall be issued only if (x) any applicable provisions of Existing Indebtedness and (y) the conditions of Section 2.7(I) herein, shall be met for the issuance thereof. Prior to the issuance of any Additional Indebtedness, the Borrower shall provide the OWRB with a certificate reflecting that the Net Revenues Available for Debt Service will satisfy the Rate Covenant with respect to the Existing Indebtedness, the Note, and the proposed Additional Indebtedness. Such certificate shall be provided by either: (a) an Accountant reflecting that the Net Revenues Available for Debt Service satisfied the Rate Covenant in each of the two full fiscal years immediately preceding the closing for the Additional Indebtedness, or (b) an Accountant or Consulting Engineer projecting that in the first two fiscal years following completion of the project, if any, to be funded with the Additional Indebtedness, the Net Revenues Available for Debt Service will satisfy the Rate Covenant. In the event that the Accountant or Consulting Engineer shall provide the certificate to the OWRB pursuant to clause (b) above, the calculations reflecting the sufficiency thereof shall be based upon Net Revenues Available for Debt Service in twelve (12) consecutive months of the previous eighteen (18) months and may take future System rate increases into consideration; provided, however, that for such rate increases to be taken into consideration by the Accountant or Consulting Engineer, the Borrower and any other entity required to give its approval for such rate increases to be effective shall have given such required approvals prior to the closing for the Additional Indebtedness. Additionally, the Accountant or Consulting Engineer may take into consideration additional future revenues of the System to be derived from contractual agreements entered into by the Borrower with other eligible entities. The projections to be made by the Accountant or Consulting Engineer shall only reflect growth in the customer base of the Borrower to the extent that such growth is a result of services to be provided to an existing customer base not currently served by the Borrower. No approval by the OWRB is required in connection with the issuance of the Additional Indebtedness and the OWRB is authorized to execute any necessary documentation to evidence the lien position securing the Additional Indebtedness. Provided, however, that additional obligations may be issued to complete any Project in an amount not to exceed 10% of the Project Costs for such Project without meeting such requirements of Section 2.7(I); and provided further that any payments on subordinate obligations shall be made only after the requirements in items (i) through (iii) of Section 2.6 have been satisfied;
- (L) The Borrower hereby irrevocably covenants and agrees to comply with all of the

terms, conditions, and requirements of this Loan Agreement and the Local Act. The Borrower hereby further irrevocably covenants and agrees that, as one of the conditions of the OWRB to make the Loan, it has fixed and collected, or will fix and collect adequate rates, fees, and other charges for the use of the System which will be sufficient to satisfy the Rate Covenant;

- (M) In the event, for any reason, the Revenues as set forth in the Application for Funding shall prove to be insufficient to produce the minimum sums set forth in Section 2.7(I) hereof, the Borrower hereby covenants and agrees that it will, upon notice by the OWRB, to the extent or in the manner authorized by law, within thirty (30) days of receipt of such notice, adjust and increase such rates, fees, and charges or the source of additional collateral so as to provide funds sufficient to produce the minimum sums set forth in Section 2.7(I);
- (N) The Borrower acknowledges that the OWRB may assign all or a portion of its rights under the Note and this Loan Agreement, and hereby irrevocably covenants and agrees that in the event of any default hereunder by the Borrower, upon the occurrence of such event, the OWRB or its trustee bank, as assignee, may exercise any or all of the rights and powers provided by law, including without limitation, the right to directly impose, enforce, and collect charges upon users of the System;
- (O) The Borrower will not render any free services of the System except to its beneficiary. In the event the Borrower owns or leases the System, it shall, to the fullest extent permitted by law, discontinue or shut off or cause to be discontinued or shut off the services and facilities of the System to all delinquent users of services of the System and will not restore or cause to be restored such services until all delinquent charges for the services of such System have been fully paid. The Borrower will not grant any franchise to provide any services which would compete with the System, and further, to the extent authorized by the laws of the State, the Borrower shall require prospective users of the System to connect thereto;
- (P) The Borrower agrees that the System may not be sold, leased, or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be at least sufficient to fully pay the Note; provided, however, the OWRB may approve the release from the lien created hereunder of any portion of the System which in its discretion is not needed to secure payment of the Note and does not adversely impact the Borrower's ability to pay same;
- (Q)
 - (1) The Borrower will carry such insurance covering the System as is customarily carried with respect to works and properties similar to such System and as is reasonably acceptable to the OWRB; and
 - (2) The Borrower agrees that each of its officers, employees, agents, or other representatives who handle funds of the Borrower shall be covered by a fidelity bond or position coverage in an amount and form acceptable to the OWRB, and further agrees to furnish to the OWRB appropriate proof of such fidelity bond or

position coverage;

- (R) No litigation of any nature is now pending or, to the best of the Borrower's knowledge, threatened which would restrain or enjoin the execution or delivery of this Loan Agreement or the Note, the payment of administrative fees or interest on or the principal thereof, the collection of rates and charges to pay the same, or in any manner questioning the authority or proceedings for the execution or delivery of this Loan Agreement or the Note or affecting the validity thereof;
- (S) The Borrower agrees to indemnify, defend, and save harmless the State, the DEQ, the OWRB, and the officers, agents, and employees of each, against and from any and all claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any and all contractors, subcontractors, employees, and any other person, firm, or corporation furnishing or supplying services, materials, or supplies in connection with the construction of the Project, and from any and all claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any person, firm, or corporation, as a result of or incident to, either in whole or in part, whether directly or indirectly, the construction of the Project and the operation of the facilities financed with the proceeds of the Note;
- (T) The Borrower hereby warrants and represents that all information provided to the OWRB in this Loan Agreement, in Borrower's Application for Funding, in Borrower's Use of Proceeds Certificate, or in any other document or instrument relating hereto was at the time provided, and is now true, correct, and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to its purchase of the Note and making of the Loan, the OWRB shall have the right to cancel all or any of its obligations under this Loan Agreement if (a) any representation made to the OWRB by the Borrower in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Borrower has violated any commitment made in its Application for Funding or in any supporting documentation or has violated any of the terms or conditions of this Loan Agreement;
- (U) The Borrower and the DEQ have acknowledged that there are no known historical or archaeological sites in the area where the Project will be constructed. If any sites are discovered during construction, work shall cease in that area and the Borrower shall notify the DEQ of the discovery. The DEQ shall then proceed in accordance with the regulations of the Advisory Council on Historic Preservation found at 36 CFR Part 800;
- (V) The Borrower agrees that should either endangered or threatened plant or animal species be discovered during construction, work shall cease in that area and the Borrower shall notify the DEQ of the discovery. The DEQ shall then proceed in accordance with any applicable provisions of the Endangered Species Act of 1973, as amended;

- (W) The Borrower shall select and the OWRB shall approve the appointment of a Local Trustee to administer the funds and accounts required to be established pursuant to this Loan Agreement. In order to qualify to serve as Local Trustee a financial institution or other entity must: (a) have a minimum of \$100,000,000 in assets; (b) have capital, surplus, and undivided profits of at least \$10,000,000; (c) must have a full-time trust officer; and (d) have previously acted or currently be acting as trustee on similar municipal revenue bond financings;
- (X) The Local Trustee acceptable to the OWRB as required under Section 2.7(W) hereof and the Borrower shall enter into such contract, indenture, or agreement (referred to herein as the “Indenture”) as shall be appropriate and will require the Local Trustee to receive and deposit Note payments sufficient in amount to fully amortize and make when due scheduled payments of principal and interest on the Loan in accordance with the terms of the Note over the term thereof, to be made directly to the Local Trustee by the Borrower on or before the 15th day of each month and thereafter to remit such Note payments to the Trustee Bank in accordance with provisions of Section 2.4 herein. The Indenture shall provide details regarding the duties and obligations of the Local Trustee to receive payments from the Borrower and to make payments to the Trustee Bank in accordance with the provisions of the Bond Resolution and otherwise to administer funds and accounts as specified therein and
- (Y) The Borrower agrees to comply with the provisions of the Wage Rate Requirements as set forth in Davis-Bacon Act, 40 USC, 276a to 276a-7, and related guidance and regulations.

2.8 Proceeds of the Note, including: (i) costs of issuance thereof, (ii) capitalized interest, if any, to be deposited into the debt service fund held by the Local Trustee, and (iii) proceeds, if any, to be deposited into the local reserve fund held by the Local Trustee; shall be deposited in the appropriate funds and accounts created under the Indenture (in accordance with Section 2.7(X) herein) as directed in the Closing Order of the Borrower. All other proceeds of the Note shall be retained by the OWRB and periodically disbursed to the Project Costs Disbursement Account pursuant to the provisions of Section 2.2 and Section 2.11 herein. To the extent permissible under the Indenture, the holder of the Note shall have a lien on any proceeds deposited in the Project Costs Disbursement Account or with the Local Trustee until such proceeds are applied to the accomplishment of the Project.

2.9 It being the intent of the OWRB to ensure that sufficient monies are available to retire a commensurate amount of the Bonds in the event of prepayment of any Note, the Borrower will not redeem the Note in part or in full without the prior written consent of the OWRB, which consent shall not be unreasonably withheld, and any such redemption authorized by the OWRB shall provide for the payment of a sum sufficient to pay the principal and interest requirements of the Loan and/or principal, interest, premium, if any, and any fees to be paid upon the redemption by the OWRB of the appropriate amount of the Bonds represented by the outstanding balance of the Loan at the time of such redemption. Nothing in this Loan Agreement shall be construed to prohibit

Commented [BK3]: You are always welcome to inquire if a prepayment or payoff can be made. These loans are or will be tied to bonds so they directly affect the cash flow of the bonds; therefore, prepayments can be made in only limited circumstances.

the OWRB from refunding any of its obligations including, but not limited to the Bonds, and any such refunding need not be based upon or result in any benefit to the Borrower.

2.10 The Borrower agrees to monitor any private use of its system and confirm to the OWRB, on an annual basis, that the aggregate of all such private use does not exceed 10% of the proceeds of the Loan. In the event that the Loan should at any time be determined to be a “private activity bond” under the Internal Revenue Code of 1986, as amended, Borrower agrees to prepay the Loan in full, in accordance with written directions of the OWRB.

2.11 Should the construction of the Project not be completed within thirty (30) days prior to third anniversary of the Issuance Date of the Bonds, any proceeds of which were used to fund all or any portion of the Loan, the OWRB may, at the option of the OWRB, transfer to the Borrower on or before the third anniversary of such Issuance Date from the remaining proceeds of such Bonds an amount no greater than the unfunded balance of the Loan. The amount so transferred shall be deposited to the credit of the Project Costs Disbursement Account, and disbursed from time to time in the manner hereinafter provided. The Borrower agrees that no disbursement of such amount deposited to the credit of the Project Costs Disbursement Account shall be made without the approval of the DEQ and the OWRB as hereinafter provided. The Borrower shall submit to the DEQ and the OWRB certified requests seeking the approval of the disbursement of all or any portion of such amount on DW-271 forms. The requests shall be accompanied by such invoices or other documentation as may be required by the DEQ and the OWRB to demonstrate that such amounts have been incurred by or on behalf of the Borrower for the payment of Project Costs. Upon approval by the DEQ and the OWRB, the OWRB shall authorize the disbursement of the funds held in the Project Costs Disbursement Account by the Borrower for the payment of the approved Project Costs in an expeditious and timely manner. The Borrower covenants and agrees that such disbursements from the Project Costs Disbursement Account shall be immediately and expeditiously transferred or paid out, as appropriate, for payment of Project Costs as specified by the Borrower and approved by the DEQ and the OWRB on the corresponding DW-271 form.

2.12 The Borrower, for and in consideration of the issuance of the Bonds by the OWRB under the Bond Resolution and the making of the Loan pursuant to this Loan Agreement from proceeds of the Bonds, in addition to making the scheduled payments of principal and interest on the Note with respect to the Loan, hereby covenants and agrees to make the following payments:

- (A) Local Trustee expenses consisting of the fees and expenses to be paid directly to the Local Trustee upon demand commencing upon the closing on the Loan and continuing until the principal of and interest on the Note shall have been fully paid including: (i) the annual fee of the Local Trustee for its ordinary services rendered and its ordinary expenses in connection with the administration of the funds and accounts established under this Loan Agreement; and (ii) the reasonable fees and charges of the Local Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it hereunder as and when the same become due, provided that the Borrower may, without creating a default hereunder, contest in good faith the necessity for any such extraordinary services and expenses and the reasonableness of any such fees, charges, or expenses.

2.13 Neither the Borrower nor a “related party” (within the meaning of Section 1.150-1 of the U.S. Treasury Regulations) to the Borrower shall purchase any bonds of the OWRB in an amount related to the Loan amount.

End of Article II

ARTICLE III

ADDITIONAL CONSTRUCTION REQUIREMENTS

3.1 The Borrower shall provide that each construction contractor furnish a performance bond, a payment bond, and a maintenance bond each in an amount at least equal to one hundred percent (100%) of the contract price of the portion of the Project covered by the particular contract, as security for the faithful performance of such contract.

3.2 The Borrower shall require each of its contractors to maintain during the life of the construction contract, workers' compensation insurance, public liability insurance, property damage insurance, and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer. Until the Project facilities are completed and accepted by the Borrower, the Borrower or (at the option of the Borrower) the contractor shall maintain builders risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the OWRB, the Borrower, and the prime contractor, as their interests may appear.

3.3 The Borrower shall provide and maintain competent and adequate engineering services regarding the supervision and inspection of the development and construction of the Project, and bear the responsibility of assuring that construction conforms to the plans, specifications, and designs prepared by the Consulting Engineer and approved by all necessary governmental bodies. The provider of such engineering services shall certify to the DEQ as to various stages of completion as requests for disbursements are submitted and shall further certify to the DEQ, the OWRB and the Borrower at the completion of construction that construction is in accordance with the approved plans, specifications, and designs, or amendments thereto, and has been approved by all necessary governmental bodies.

End of Article III

ARTICLE IV

DEFAULTS AND REMEDIES

4.1 **Events of Default.** Each of the following events is hereby declared an “Event of Default”:

- (A) The interest or administrative fee on the Loan is not paid punctually when due; or
- (B) The principal of the Loan is not paid punctually when due, whether at the stated maturity thereof, or upon proceedings for redemption or prepayment thereof, or upon the maturity thereof by declaration; or
- (C) This Loan Agreement is terminated or for any reason declared invalid or unenforceable in any material respect by or against the Borrower; or
- (D) Default by the Borrower in the due and punctual performance of any other of the covenants, conditions, agreements, and provisions contained in the Note or in this Loan Agreement on the part of the Borrower to be performed, and such default shall continue for ninety (90) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Borrower by the OWRB; or
- (E) If an order, judgment, or decree shall be entered by any court of competent jurisdiction (a) appointing a receiver, trustee, or liquidator for the Borrower or the whole or any substantial part of the System, (b) approving a petition filed against the Borrower under the provisions of Chapter 9 of Title 11 of the United States Code, as amended (the “Bankruptcy Code”), (c) granting relief substantially similar to that afforded by said Chapter 9, or (d) assuming custody or control of the Borrower or of the whole or any substantial part of the System under the provisions of any law for the relief or aid of debtors and such order, judgment, or decree shall not be vacated or set aside or stayed (or, in case custody or control is assumed by said order, such custody or control shall not be otherwise terminated), within sixty (60) days from the date of the entry of such order, judgment, or decree; or
- (F) If the Borrower shall (a) admit in writing its inability to pay its debts generally as they become due, (b) file a petition in bankruptcy or seeking a composition of indebtedness, (c) make an assignment for the benefit of its creditors, (d) consent to the appointment of a receiver of the whole or any substantial part of the System, (e) file a petition or an answer seeking relief under any amendment to said Bankruptcy Code which shall give relief substantially the same as that afforded by said Chapter 9, or (f) consent to the assumption by any court of competent jurisdiction under the provisions of any other law for the relief or aid of debtors of custody or control of the Borrower or of the whole or any substantial part of the System.

The word “default” where used above shall mean failure of performance when due, exclusive of any period of grace required to correct any such failure.

4.2 **Remedies.**

(A) Upon the occurrence of an Event of Default, the OWRB, acting by and through the Attorney General of the State of Oklahoma, and the Trustee Bank shall have all the rights and remedies at law or equity as may be allowed by law, or pursuant to the provisions of this Loan Agreement, including but not limited to, suit for specific performance of any or all of the covenants of the Borrower contained in this Loan Agreement or in the Note; acceleration of the payment of principal of and interest accrued on the Note; appointment of temporary trustees to take over, operate, and maintain the System on a profitable basis and ensure the payment of the principal of and interest and administrative fees on the Note and any other Borrower indebtedness; or suit at law or equity to enforce or enjoin the action or inaction of parties under the provisions of this Loan Agreement.

(B) The Borrower hereby acknowledges its understanding of the various provisions of this Loan Agreement vesting in the OWRB and the Trustee Bank certain powers, rights, and privileges in the event of default by the Borrower of any of its obligations or responsibilities under the terms and conditions hereof and the Borrower hereby covenants and agrees that it shall take no action of any nature whatsoever calculated to inhibit, nullify, void, or delay such action of the OWRB or the Trustee Bank in the due and prompt implementation of this Loan Agreement.

4.3 **Discontinuance of Proceedings.** In case any proceeding taken by the OWRB or the Trustee Bank on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Borrower, the OWRB, and the Trustee Bank shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the OWRB and the Trustee Bank shall continue as though no proceeding had been taken.

4.4 **Appointment of Receiver.** Upon the occurrence of an Event of Default or in the event of the appointment of a receiver for the Borrower or for any part of the System, or in the event bankruptcy proceedings are instituted by or against the Borrower, or in the event the Borrower makes an assignment of a substantial part of its assets for the benefit of its creditors, or in the event the Borrower fails to strictly and promptly comply with any of its covenants and agreements in this Loan Agreement, or to strictly and promptly perform any provisions hereof (after the OWRB or the Trustee Bank has first given ten (10) days written notice to comply therewith and upon failure of the Borrower so to comply within said ten (10) day period), or in the event the priority of the pledge and assignment of the Revenues is not at all times fully maintained upon and with respect to the System and every part thereof, or in the event the Borrower is found or adjudged not to be regularly seized of an indefeasible right in and to any part of the System which it purports herein to possess, or in the event the Borrower is found or adjudged not to have had good right and full power and authority to encumber the System or any part thereof in the manner hereby contemplated, then and in any such event, the OWRB and/or the Trustee Bank shall be entitled at its option and election and without prior notice to or demand upon the Borrower to have or cause to be appointed a receiver or temporary trustee or trustees for the Borrower to take over, operate, and maintain the System on a profitable basis and ensure the payment of the principal of and interest on

the Note and any other Borrower indebtedness. Every appointment shall be in writing or shall be made pursuant to an action filed in a court of competent jurisdiction and shall specify the default or defaults existing hereunder whereby the power of appointment hereby granted is involved, and shall designate, by name, the person or persons to be such receiver or temporary trustee or trustees and the officers, servants, or employees of the Borrower so supplanted shall ipso facto cease to have any power or authority under this Loan Agreement.

The receiver or temporary trustee or trustees shall receive a reasonable fee for services rendered in an amount fixed by the OWRB, the Trustee Bank, or court to be paid from the Revenues of the System. In the event of any vacancy in the office or position of any receiver or temporary trustee or trustees, no officer, servant, or employee of the Borrower so supplanted shall be entitled to act on behalf of the Borrower under this Loan Agreement by reason thereof, but such vacancy shall continue to exist until some person be appointed as temporary receiver or trustee under this Section. Notice of the written appointment of any receiver or temporary trustee or trustees hereunder shall be sent by registered mail to the OWRB. Upon the curing of the default or defaults pursuant to which any receiver or temporary trustee or trustees shall have been appointed, and if there shall not be then any default under any of the provisions of this Loan Agreement, the Borrower may give written notice to the OWRB, the Trustee Bank, or court of the curing of said default or defaults and the non-existence of any other defaults hereunder, and upon the delivery of said notice to the OWRB, the Trustee Bank, or court and its acquiescence therein, the receiver or temporary trustee or trustees appointed hereunder shall ipso facto cease to have any power or authority hereunder, and the Borrower shall be reinstated with all rights and powers to the same extent as though a receiver or temporary trustee or trustees had not been appointed.

During the period of continuance of any default hereunder, the receiver or temporary trustee or trustees appointed as provided herein shall take charge of the System for the purpose of collecting the Revenues thereof, for the purpose of exercising all rights and remedies conferred by this Loan Agreement, and for the purpose of doing all things necessary to assure the most remunerative use of the System. Any trustee or receiver of the System, whether appointed by the OWRB, the Trustee Bank, or court, shall be appointed and serve pursuant to this section. The rights and protection of the OWRB set out herein is essential to their security, and receivership and trusteeship procedures hereunder shall be exclusive. All Revenues shall be deposited and disposed of in accordance with the provisions of this Loan Agreement; provided, however, that the appointment of any receiver or temporary trustee or trustees pursuant to the provisions of this section shall not be construed as curing or waiving any default hereunder and, notwithstanding any such appointment of any receiver or temporary trustee or trustees, the OWRB and/or the Trustee Bank may enforce any other remedy herein provided.

4.5 **Other Remedies.** Upon the occurrence of an Event of Default, the OWRB and/or the Trustee Bank may, as an alternative, either after entry or without entry, pursue any available remedy by suit at law or equity to enforce the payment of the principal of and interest and administrative fees on the Note then outstanding, including, without limitation, mandamus.

4.6 **Remedies Not Exclusive.** No remedy by the terms of this Loan Agreement conferred upon or reserved to the OWRB and/or the Trustee Bank is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to every other

remedy given under this Loan Agreement or existing at law or in equity or by statute on or after the date of execution and delivery hereof.

4.7 **Remedies Vested in Trustee Bank and OWRB.** All rights of action (including the right to file proof of claims) under this Loan Agreement, or under the Note may be enforced by OWRB and/or the Trustee Bank without the possession of such obligations and without their production in any trial or other proceedings relating thereto. Any suit or proceeding instituted by the Trustee Bank may be brought in its own name as Trustee Bank, and any such action or any action instituted by the OWRB may be brought without the necessity of joining as plaintiffs or defendants any holders of the Note.

4.8 **OWRB and/or Trustee Bank Control Proceedings.** If an Event of Default shall have occurred and be continuing, the OWRB and/or the Trustee Bank shall have the right, at any time by an instrument in writing executed and delivered to the Borrower, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Loan Agreement, provided the direction is in accordance with law and the provisions of this Loan Agreement, and provided further, that nothing in this Section shall impair the right of the OWRB and/or the Trustee Bank in its discretion to take any other action under this Loan Agreement which it may deem proper.

4.9 **Waiver and Non-Waiver of Event of Default.**

(A) No delay or omission of the OWRB or the Trustee Bank to exercise any right or power accruing upon any Event of Default shall impair the right or power or shall be construed to be a waiver of an Event of Default or an acquiescence therein. Every power and remedy given by this Article to the OWRB and the Trustee Bank may be exercised from time to time and as often as may be deemed expedient.

(B) The OWRB and/or Trustee Bank may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action, or proceeding instituted by the OWRB and/or the Trustee Bank under the provisions of this Loan Agreement or before the completion of the enforcement of any other remedy under this Loan Agreement.

(C) Notwithstanding anything contained in this Loan Agreement to the contrary, the Trustee Bank, upon the written request of the OWRB, shall waive any Event of Default and its consequences; provided, however, a default in the payment of the principal of and interest on the Note, when due and payable, may not be waived.

(D) In case of a waiver by the Trustee Bank of an Event of Default, the Borrower, the OWRB, and the Trustee Bank shall be restored to their former positions and rights under this Loan Agreement but no waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

End of Article IV

ARTICLE V

MISCELLANEOUS

5.1 If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement, and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.2 This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one of the same instrument. Each party agrees that it will execute any and all other and further documents or other instruments, and take such other action as may be necessary to give effect to the terms and intent of this Loan Agreement.

5.3 No waiver by either party of any term or condition of this Loan Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

5.4 This Loan Agreement shall become effective as of the date of execution and delivery and shall remain in full force and effect until the Loan made pursuant hereto shall have been fully paid.

5.5 This Loan Agreement may be amended by mutual written agreement executed by the parties hereto as may be allowed pursuant to the applicable Bond Indenture.

5.6 This Loan Agreement, together with the Note and all other and further related documents supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the Loan and constitutes the entire agreement between the parties hereto in respect thereof.

5.7 Wherever in this Loan Agreement a party is named or referred to, it shall be deemed to include any other entity organized and existing which may succeed to the respective functions and powers of that party, and all the covenants and provisions contained in this Loan Agreement shall bind and inure to the benefit of said successor.

End of Article V

ARTICLE VI

PRINCIPAL FORGIVENESS

6.1 The Borrower may be subject to additional requirements as may be directed by DEQ and/or OWRB in accordance with the Drinking Water State Revolving Fund Capitalization Grants (the “DWSRF Cap Grant”) and associated procedures for implementing provisions of the appropriations act as provided by the US Environmental Protection Agency, including but not limited to those provisions set forth in Exhibit “G” attached hereto. In consideration thereof, the Borrower may receive a credit for and may not be required to repay principal amounts, along with any accrued interest or administrative fee on a percentage of the loan to be determined by OWRB and/or DEQ in accordance with the DWSRF Cap Grant. Failure to comply with the requirements shall result in the forfeiture of the eligibility for Principal Forgiveness and shall require the Borrower to repay the full amount of principal disbursed under the Note, including all interest and administrative fee accrued thereon. Additionally, noncompliance with the provisions of this Article VI or other provisions of this Loan Agreement may result in an “Event of Default” as defined in Article IV herein, and the OWRB and/or the Trustee Bank may take action thereunder as appropriate.

End of Article VI

IN WITNESS WHEREOF, the parties have caused this Loan Agreement to be executed by their respective duly authorized officers as of this ___ day of June, 2019.

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT,
"Borrower"

(SEAL)
ATTEST:

By _____
Chairman

Secretary

OKLAHOMA WATER RESOURCES BOARD,
"OWRB"

By _____
Board Member

EXHIBIT A

[Application for Funding]

[Copy on file with Oklahoma Water Resources Board]

EXHIBIT B

[Form of Note]

See Tab ___ of Transcript of Proceedings

EXHIBIT C

[Form of Opinion of Bond Counsel]
See Tab __ of Transcript of Proceedings

EXHIBIT D
INITIAL PROJECT BUDGET

EXHIBIT E

LIST OF FEDERAL LAWS AND AUTHORITIES

Environmental:

Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended

Clean Air Act, Pub. L. 84-159, as amended,

Coastal Barrier Resources Act, Pub. L. 97-348

Coastal Zone Management Act of 1972, Pub. L. 92-583, as amended

Endangered Species Act, Pub. L. 93-205 as amended

Environmental Justice, Executive Order 12898

Floodplain Management, Executive Order 11988 as amended by Executive Order 12148

Protection of Wetlands, Executive Order 11990

Farmland Protection Policy Act, Pub. L. 97-98

Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended

National Historic Preservation Act of 1966, Pub. L. 89-665, as amended

Safe Drinking Water Act, Pub. L. 92-523, as amended

Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

Magnunson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265

Economic and Miscellaneous Authorities:

Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12392

Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended

Debarment and Suspension, Executive Order 12549

Drug-Free Workplace Act, Pub. L. 100-690

New Restrictions on Lobbying, Section 319 of Pub. L. 101-121

Davis-Bacon Act, 40 USC, 276a-276a-7, and related guidance and regulations

Social Policy Authorities:

Age Discrimination Act of 1975, Pub. L. 94-135

Byrd Anti-Lobbying Amendment, Title 40 CFR 34

Civil Rights Act of 1964, Pub. L. 88-352

Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)

Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250)

Equal Employment Opportunity, Executive Order 11246

Women's and Minority Business Enterprise, Executive Orders 11625, 12138, and 12432

Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590

Preservation of Open Competition and Government Neutrality Toward Government Contractors' Labor Relations on Federal Construction Contracts (Executive Order 13208)

Trafficking Victim Protection Act of 2000, Section 106

Disadvantaged Business Enterprise Authorities

Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements

EXHIBIT F

[Use of Proceeds Certificate]
See Tab __ of Transcript of Proceedings

EXHIBIT G

[American Iron and Steel]

The Borrower shall comply with all federal requirements applicable to the Loan (including those imposed by the 2015 Appropriations Act and related SRF Policy Guidelines) which the Borrower understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Borrower has requested and obtained a waiver from the Oklahoma Department of Environmental Quality (“ODEQ”) pertaining to the Project or (ii) the ODEQ has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

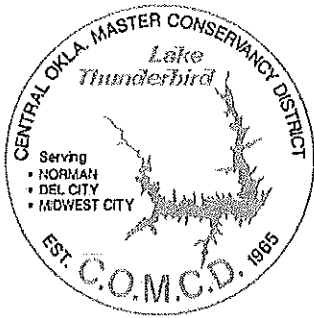
Borrower shall also comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by a Federal agency or the ODEQ/OWRB such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

To meet this requirement, the undersigned hereby certifies that all of the iron and steel products used in the Project have been produced in the United States.

COMCD - Midwest City's Share

Loan Amount: \$5,643,680
Loan Type: DWSRF
Interest Rate: 2.12%
Term: 15 Year
First Interest Pymt: September 15, 2019
First Principal Pymt: September 15, 2020
Last Principal Pymt: March 15, 2035

Date	Principal	Interest	Admin. Fee	Total Outstanding Principal Balance	Semi Annual Debt Service	Annual Debt Service
6/1/19				5,643,680.00		
9/15/19	\$ -	\$ 11,412.90	\$ 3,356.74	5,643,680.00	\$ 14,769.63	14,769.63
3/15/20	\$ -	\$ 19,595.73	\$ 5,763.45	5,643,680.00	\$ 25,359.19	
9/15/20	\$ 64,955.44	\$ 18,468.38	\$ 5,700.12	5,482,899.20	\$ 89,123.94	114,483.12
3/15/21	\$ 65,643.97	\$ 17,942.24	\$ 5,537.73	5,320,414.12	\$ 89,123.94	
9/15/21	\$ 66,339.80	\$ 17,410.52	\$ 5,373.62	5,156,206.70	\$ 89,123.94	178,247.88
3/15/22	\$ 67,043.00	\$ 16,873.17	\$ 5,207.77	4,990,258.68	\$ 89,123.94	
9/15/22	\$ 67,753.65	\$ 16,330.12	\$ 5,040.16	4,822,551.62	\$ 89,123.94	178,247.88
3/15/23	\$ 68,471.84	\$ 15,781.32	\$ 4,870.78	4,653,066.86	\$ 89,123.94	
9/15/23	\$ 69,197.65	\$ 15,226.70	\$ 4,699.60	4,481,785.56	\$ 89,123.94	178,247.88
3/15/24	\$ 69,931.14	\$ 14,666.19	\$ 4,526.60	4,308,688.67	\$ 89,123.94	
9/15/24	\$ 70,672.41	\$ 14,099.75	\$ 4,351.77	4,133,756.96	\$ 89,123.94	178,247.88
3/15/25	\$ 71,421.54	\$ 13,527.31	\$ 4,175.09	3,956,970.97	\$ 89,123.94	
9/15/25	\$ 72,178.61	\$ 12,948.79	\$ 3,996.54	3,778,311.05	\$ 89,123.94	178,247.88
3/15/26	\$ 72,943.70	\$ 12,364.15	\$ 3,816.10	3,597,757.34	\$ 89,123.94	
9/15/26	\$ 73,716.91	\$ 11,773.30	\$ 3,633.73	3,415,289.75	\$ 89,123.94	178,247.88
3/15/27	\$ 74,498.30	\$ 11,176.20	\$ 3,449.44	3,230,888.01	\$ 89,123.94	
9/15/27	\$ 75,287.99	\$ 10,572.76	\$ 3,263.20	3,044,531.61	\$ 89,123.94	178,247.88
3/15/28	\$ 76,086.04	\$ 9,962.93	\$ 3,074.98	2,856,199.84	\$ 89,123.94	
9/15/28	\$ 76,892.55	\$ 9,346.63	\$ 2,884.76	2,665,871.75	\$ 89,123.94	178,247.88
3/15/29	\$ 77,707.61	\$ 8,723.80	\$ 2,692.53	2,473,526.18	\$ 89,123.94	
9/15/29	\$ 78,531.31	\$ 8,094.37	\$ 2,498.26	2,279,141.75	\$ 89,123.94	178,247.88
3/15/30	\$ 79,363.74	\$ 7,458.26	\$ 2,301.93	2,082,696.84	\$ 89,123.94	
9/15/30	\$ 80,205.00	\$ 6,815.42	\$ 2,103.52	1,884,169.61	\$ 89,123.94	178,247.88
3/15/31	\$ 81,055.17	\$ 6,165.76	\$ 1,903.01	1,683,537.99	\$ 89,123.94	
9/15/31	\$ 81,914.36	\$ 5,509.21	\$ 1,700.37	1,480,779.68	\$ 89,123.94	178,247.88
3/15/32	\$ 82,782.65	\$ 4,845.71	\$ 1,495.59	1,275,872.14	\$ 89,123.94	
9/15/32	\$ 83,660.15	\$ 4,175.16	\$ 1,288.63	1,068,792.57	\$ 89,123.94	178,247.88
3/15/33	\$ 84,546.94	\$ 3,497.52	\$ 1,079.48	859,517.96	\$ 89,123.94	
9/15/33	\$ 85,443.14	\$ 2,812.69	\$ 868.11	648,025.04	\$ 89,123.94	178,247.88
3/15/34	\$ 86,348.84	\$ 2,120.60	\$ 654.50	434,290.29	\$ 89,123.94	
9/15/34	\$ 87,264.13	\$ 1,421.17	\$ 438.63	218,289.96	\$ 89,123.94	178,247.88
3/15/35	\$ 88,189.14	\$ 714.33	\$ 220.47	0.00	\$ 89,123.95	89,123.95
Total	\$ 2,280,046.72	\$ 331,833.06	\$ 101,967.23		\$ 2,713,847.00	\$ 2,713,847.00



12500 E. ALAMEDA NORMAN, OKLAHOMA 73026
(405) 329-5228 FAX 321-6944

June 12, 2019

Guy Henson, City Manager
City of Midwest City
100 N Midwest Boulevard
Midwest City, OK 73110

RE: Del City Pipeline Replacement Project

Dear Mr. Henson,

On September 5, 1961 the Central Oklahoma Master Conservancy District entered into a contract with the United States, Department of the Interior, Bureau of Reclamation whereby the federal government would construct the Norman Project, consisting of Lake Thunderbird and its dam, together with works for the supply of water therefrom. In that same year the cities of Del City, Midwest City, and Norman entered into contracts with the District to pay to the District their proportionate share of the costs of construction, operation, and maintenance of the Project, in return for which each city would receive annually its proportionate share of the portion of the Project water allocated to municipal water supply. Those city contracts expired twenty-five years after the District began to provide them with the water, and they were renewed for an additional twenty-five years in the early 1990's.

In the year 2016, the construction cost repayment obligation of the District to the United States was satisfied. The 1961 contract between the District and the United States provides that, thereafter, the District has the permanent right to the use of that portion of the Project allocable to municipal water supply purposes. It also provides that the District has an ongoing obligation to care for, operate, maintain, and repair the Project works and to receive revenue covering those costs from the cities under agreements approved by the United States. Effective January 1, 2017 the City of Midwest City and its public utilities authority entered into a contract renewing the right of Midwest City to receive a proportionate annual share of the municipal water supply of the Norman Project from Lake Thunderbird, conditioned upon payment to the District of the City's proportionate share of the annual operation, maintenance, and replacement (OM&R) costs of the Project. The other two cities entered into similar water use renewal contracts. The contracts provide that OM&R costs include those required to remedy conditions brought about by ordinary use of the Project works or to restore or replace components of the existing Project water facilities.

The District has experienced numerous failures on the Del City Pipeline since the project was constructed in the 1960's. To date there have been over 300 repairs. The repair costs have exceeded the original construction cost of the pipeline by nearly a factor of three. The District's Board of Directors has determined that it must proceed with replacing the line now and avoid the continued repair expenses brought about by its present condition.

On May 14, 2019, the District received bids to contract a new pipeline to replace the existing line. The lowest responsive and responsible bid was from Matthews Trenching of Oklahoma City at a bid price of \$5,643,680. The District's engineer, Alan Plummer Associates, Inc., has checked Matthews' references,

verified the bid prices, determined that the bid is valid, and recommended awarding a contract to Matthews Trenching.

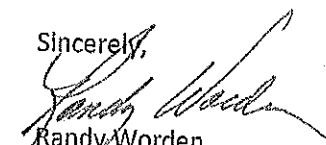
The District has received approval for financing for the construction from the Oklahoma Water Resources Board and Oklahoma Department of Environmental Quality through the Drinking Water State Revolving Loan Fund. The interest rate will be determined at the loan closing. However, it is anticipated that the rate will be around 2% plus a 0.5% administration fee.

The approval of the construction loan by the OWRB allows for up to a 30-year repayment period. However, the staff of the OWRB has informed the District and staffs of the three cities that a shorter term of twenty, fifteen, or even ten years would be available to the District. The OWRB staff has also noted that, because of the obligations associated with the sale of bonds to finance the SRF program, once a loan term is finalized the loan cannot be paid off early.

Mr. Mark Edwards, Del City Manager and a member of the District Board of Directors, stated to the District Board at its June 6th meeting that staff members of the three cities have discussed the merits of a fifteen (15) year repayment term for the District's Del City pipeline loan as each of the cities budgets revenue for their payment obligations under the January 1, 2017 water use renewal contracts. The City of Midwest City may want to consider whether the City does indeed have a preference regarding the repayment period of the loan and, if so, inform the District as soon as possible, but in any event prior to the next meeting of the District Board of Directors, which is scheduled for July 11. At this meeting, it is expected that the District Board will consider and make a final decision on the repayment term of the SRF loan for the Del City pipeline replacement.

The District plans to award a construction contract to Matthews Trenching at its July Board of Directors meeting. The District is requesting each city take the necessary steps to plan for the payment to the District of the Del City pipeline replacement costs which will begin to be assessed after the construction of the replacement pipeline is completed.

Sincerely,



Randy Worden
General Manager



ALAN PLUMMER
ASSOCIATES, INC.

ENVIRONMENTAL
ENGINEERS AND SCIENTISTS

1703-004-01

June 5, 2019

Mr. Randy Worden
General Manager
Central Oklahoma Master Conservancy District
12500 Alameda Dr.
Norman, OK 73026

Re: Del City Pipeline Improvements Project
DWSRF Project No. P40-0000001-02
Recommendation of Award

Dear Mr. Worden:

On Tuesday, May 16, 2019, four bids from general contractors were received, opened, and publicly read at COMCD's office in Norman, Oklahoma for the above-referenced project. The bids were as follows:

	Contractor	Total Base Bid
1.	Cimarron Construction Co.	\$8,863,070
2.	Krapff-Reynolds Construction Co.	\$6,049,513
3.	Matthews Trenching Co.	\$5,643,680
4.	McKee Utility Contractors Inc.	\$6,674,000

Our final Opinion of Probable Construction Cost (OPCC) was \$10,237,500. The low Bid of \$5,643,680 was submitted by Matthews Trenching Company. APAI has corrected math errors in the bids for Krapff-Reynolds Construction Co. and Matthews Trenching Co. The base bids for Cimarron Construction Co. and McKee Utility Contractors Inc., as identified in the table above, did not contain any math errors.

Matthews Trenching Co. has worked with COMCD constituent members previously and has extensive pipeline construction experience in central Oklahoma. APAI contacted references provided by Matthews Trenching Co. and received positive feedback. Their proposal also appears to be in order. Therefore, APAI recommends that the contract for construction of the Del City Pipeline Improvements Project be awarded to Matthews Trenching Company in the amount of \$5,643,680.00.

If you have any questions concerning these bids or our recommendation, please let me know.

Sincerely,

ALAN PLUMMER ASSOCIATES, INC.

Alan Swartz, P.E.
Oklahoma P.E. 26764



RENEWAL OF CONTRACT
FOR CITY OF MIDWEST CITY WATER SUPPLY
between the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
and the
CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES
AUTHORITY

Effective January 1, 2017

RENEWAL OF CONTRACT FOR MIDWEST CITY OF MIDWEST CITY WATER SUPPLY
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

and

CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES AUTHORITY

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Title page	1
	Table of Contents	2
	Contract Statement/Effective Date of Contract	3
	Recitals... The Norman Project and Midwest City Contracts	3-4
1	Parties.....	4
2	Definitions.....	4-5
3	Renewal of 1961 Contract	5
4	Term of Contract—Renewals	6
5	Agreement to Sell and Supply Water.....	6
6	Quantity of Water, Measurement, Delivery, Price, and Payment. 6-11	
7	Surplus Municipal Water	12
8	Assignment of Water Rights by Midwest City	12
9	Regulatory Conditions	12
10	Access to Books and Records	12
11	Contract Subject to United States and District Agreement.....	12-13
12	Equal Employment Opportunity	13-14
13	Determinations	14
14	Notices	14
	Signature Page/Effective Date of Contract	15
	Approval of United States.....	15

RENEWAL OF CONTRACT FOR CITY OF MIDWEST CITY WATER
SUPPLY

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
and
CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES
AUTHORITY

This Contract is between the Central Oklahoma Master Conservancy District (“District”) and the City of Midwest City and Midwest City Municipal Services Authority (“Midwest City”) and is made to be effective the 1st day of January, 2017.

THE MIDWEST CITY PROJECT
AND MIDWEST CITY WATER SUPPLY CONTRACTS

The Norman Project (Project), consisting of the Norman Dam, Lake Thunderbird, and the property, easements, and water delivery systems appurtenant thereto is a project of the United States acting through the Department of Interior, Bureau of Reclamation. Title to the property of the Project is held by the United States. In 1961 the United States entered into a contract (No. 14-06-500-590) (Federal Contract) for payment of the reimbursable costs of construction, and operation, maintenance, and replacement of the Project. Water was first delivered to the District in 1966. The District’s repayment obligation for the construction costs was repaid in full to the United States on October 1, 2016. The Federal Contract, as amended, remains in effect.

Under subcontracts with Midwest City, Del City, and Norman, the District supplies water from the Project to the three cities. One of the stipulations in the Federal Contract is for the District to execute subcontracts with participating municipalities to provide them with a water supply. The United States is required to approve these subcontracts as to form and substance. In particular, in 1961 Midwest City entered into a subcontract (Ref. AFS102561) with the District for a Water Supply from the Project (1961 Midwest City contract). Pursuant to the 1961 Midwest City contract, the District supplies a quantity of water to Midwest City and Midwest City receives delivery of and pays the District for the water.

The original 1961 Midwest City contract expired on December 31, 1991, being twenty-five years after the first day of the calendar year following the first

diversion of water from the Project to Midwest City. The Federal Contract provides that Midwest City, and each of the other cities that take and use the water supplied by the District and pay the District therefore, may renew the 1961 Midwest City contract with the District for a water supply from the Norman Project for terms of 25 years each. Midwest City, Del City, and Norman each renewed their respective water supply contracts with the District, extending the contracts to expire on December 31, 2016.

By execution of this subcontract, the District and Midwest City are exercising their rights to renew the subcontract for Midwest City to receive a water supply for a period of 25 years from January 1, 2017 to December 31, 2041.

PARTIES

1. The Parties to this Contract are the District and the City of Midwest City and the Midwest City Municipal Services Authority. The City and Authority being jointly and severally bound to the terms of this Contract are referred to jointly and severally herein as Midwest City.

DEFINITIONS

2. Where used in this Contract, stated terms have the following meanings:

a. Federal Contract – The contract between the United States and the District No. 14-06-500-590 provides for payment of the reimbursable costs of construction and operation, maintenance, and replacement of the Project.

b. Project – The Norman Project including all its features as designed, constructed, operated, maintained, and replaced.

c. Municipal Water – That portion of the Project water supply allocated to municipal, domestic, and industrial use.

d. Municipal Water User – All municipalities of the State of Oklahoma which by contracts have contracted with the District to purchase water.

e. Midwest City – The City of Midwest City and the Midwest City Municipal Services Authority, jointly and severally.

f. 1961 Midwest City contract – The 1961 contract, as amended and supplemented (Ref. AFS102561) with the District for a water supply from the Project.

g. OM&R – Operation, maintenance, and replacement of Project facilities, including those expenses incurred in connection with the water control, OM&R of the Project Works, including appropriate changes for associated indirect costs and administration as determined by the Contracting Officer, and shall include such additional costs as hereinafter provided. Such expenses shall include those required to remedy conditions brought about by ordinary use of the Project Works or to restore or replace components of the existing Project water facilities and shall not include expenses to increase or enlarge such works beyond the purposes of which they were originally authorized and constructed. These costs do not include the cost to reimburse the United States for the construction costs of the Project which as of October 1, 2016 have been fully repaid by the District.

h. Reserve Fund – A separate fund budgeted, allocated, and maintained by the District, over and above the projected costs for OM&R, to reasonably ensure uninterrupted OM&R, or in the event of loss to promptly restore OM&R, during each budget year, as determined from time to time by the District Board of Directors, which may also invest any amounts contained in the Reserve Fund at the discretion of the Board.

i. District – The Central Oklahoma Master Conservancy District, a district duly created under the laws of the State of Oklahoma, through its Board of Directors.

j. United States – Shall mean the United States of America, including its representative for construction of the Project, the Department of the Interior, and the Bureau of Reclamation.

RENEWAL OF 1961 CONTRACT FOR A WATER SUPPLY TO MIDWEST CITY

3. This Contract is a renewal of the 1961 Midwest City contract for a water supply from the Project.

TERM OF CONTRACT—RENEWALS

4. a. The benefits and obligations of this Contract shall be effective for a term of twenty-five (25) years from and after the first day of January 2017 and during each period of renewal as hereinafter set forth.

b. Midwest City shall have the right to renew this Contract for an additional twenty-five (25) year terms upon notice to the District of Midwest City's decision to renew the same, given in writing not less than one hundred twenty (120) days prior to the expiration of the then current Contract term.

AGREEMENT TO SELL AND SUPPLY WATER

5. For and in consideration of the allocation to Midwest City of a proportionate share of the Municipal Water available from the Project, and of the payments required to be made by Midwest City under this Contract from sources of revenue and in the manner set forth herein, and as a condition precedent of the right of Midwest City to purchase any water under this Contract, the District agrees to make available to Midwest City and to sell and deliver to Midwest City, in accordance with the provisions of this Contract, the quantity of water specified herein.

QUANTITY OF WATER, MEASUREMENT, DELIVERY, PRICE AND PAYMENT

6. a. QUANTITY.

(1) Midwest City's Municipal Water Allocation. The quantity of water to be sold by the District to Midwest City shall be 40.4 percent of water available for Municipal Water use from Lake Thunderbird in any one year, which is Midwest City's pro rata share of the Project water supply that shall be available for its use, sale and disposal.

(2) Apportionment of Water. The water available for Municipal Use and the price Midwest City pays for water shall reflect apportionment among all the purposes for which the Project is authorized, being for the principal purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial use, and for controlling floods, and, as incidents to the foregoing, for the additional purposes of regulating the flow of the Little River, providing for the conservation and development of fish and wildlife, and of enhancing recreational opportunities.

(3) No Carryover of Unused Water. If Midwest City does not use the total amount of water to which it is entitled in any particular year, it shall not retain any carryover rights into succeeding years.

b. MEASUREMENT.

(1) Metering of Water. Water shall be metered at the point of delivery in accordance with the following provisions. The District has furnished and installed, and is responsible for the OM&R of a master meter which properly measures the quantity of water delivered at the delivery point. Midwest City may, at its option and expense, install, and OM&R at the delivery points a check meter or meters of standard type. Midwest City shall have access to all such metering equipment at all reasonable times, but the reading, calibration, and adjustment of the District's master meter or meters shall be done only by employees or agents of the District. The District shall keep a true record of all meter readings as transcribed from the reports of the District's employees or agents with respect thereto. Upon the written request of Midwest City, the District will give Midwest City such information as Midwest City may request from the District's records or permit Midwest City to have access to the same in the office of the District during business hours.

(2) Calibration of Metering Equipment and Correction of Errors. The District shall calibrate its metering equipment as often as the District considers necessary and at such times as Midwest City may show reasonable evidence of error. If upon any test the percentage of any inaccuracy thereof is found to be in excess of two (2) percent, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if not, then for a period extending back one-half of the time elapsed since the last date of calibration, but in no event further back than a period of six months. In the event Midwest City has provided no check meter with reference thereto and if for any reason any master meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be agreed upon by the parties hereto, by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculations, or by estimating the quantity of delivery by the deliveries made during preceding periods under similar conditions when the meter was registering accurately.

(3) Unit of Measurement. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard liquid measure.

c. DELIVERY.

(1) Point of Delivery. Delivery of water to Midwest City shall be made by the District at point on pipelines constructed as Project facilities for delivering Municipal Water. The point of delivery shall be those in use at the date of this Contract renewal. Midwest City may request that all or any part of Midwest City's share of the Municipal Water supply be delivered by the District at additional points. Upon approval of such request for additional points of delivery by the District, the cost of new connections as determined by the District shall be advanced by Midwest City to the District.

(2) Easements. The District is hereby granted the right to use any easements, rights-of-way, or property held by Midwest City for the purpose of making connections to the point or points of delivery and the placing of necessary equipment to carry out the Districts obligation to deliver water to Midwest City.

(3) Pumping Capacity. The design pumping capacity of the Project pipeline at the points of delivery to Midwest City shall be the design capacity in place as of the effective date of this Contract renewal.

(4) Right to Control and Use Water--Indemnities. Rights to control and use all waters of the Project shall remain in the District to the point or points of delivery, and upon passing through the District's meter installed at the point or points of delivery, shall pass to Midwest City. *Each party hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation, delivery, and disposal of said water while the right to control it remains in such party to the extent allowed by law.*

(5) Service Conditions. It is expressly recognized by Midwest City that the District may be compelled to make necessary alterations, repairs and installations of new or additional equipment from time to time during the life of this Contract, and any suspension of delivery to Midwest City due to such operations shall not be cause for claim or damage on the part of Midwest City. It is further provided, however, that all reasonable effort is to be made by the District to provide Midwest City with water in accordance with this Contract. In the event the Project dam and distribution system, or either of them, or any other facility instrumental in the delivery of water to Midwest City be destroyed or damaged as the result of any cause whether by force majeure or otherwise, so as to make deliveries of water requirements as herein specified impossible, the District shall,

to the extent of available resources, immediately proceed to restore said improvements and facilities. Midwest City assumes the responsibility for maintenance of its distribution system from the point of connection with the Project system and agrees that its system shall be constructed and maintained to result in a minimum of waste. Should the District determine that any part of the Midwest City system is causing unreasonable waste, the District shall notify Midwest City to that effect and upon failure of Midwest City to remedy the situation, at the District's option the District may discontinue or limit deliveries until the condition has been corrected.

(6) District not Liable for Water Shortages; Project Water Supply to be Shared during Shortages.

(a) On account of drought or other causes beyond the reasonable control of the District, there may occur at times during any year a shortage in the quantity of water available for delivery to Midwest City by the District pursuant to this Contract. In no event shall any liability accrue against the District or the United States or any of their officers or employees for any damage, direct or indirect, arising out of any such shortages.

(b) Nothing in this Contract shall be construed as restricting the right of the District to enter firm contracts for delivery of the entire water supply of the Project. Provided, however, that all such contracts shall recognize the right of Municipal Water Users to share in the available water supply in the ratio of their Contract rights during periods of scarcity when rationing is in the opinion of the District required.

d. PRICE.

(1) Estimation of Price and Charges; Proportional Amount; Power Costs.

(a) The purchase price of the water to be sold to Midwest City by the District shall be determined as follows: At a meeting in each fiscal year, but in no event later than December 1, the Board of Directors of the District shall determine the total amount estimated to be required for OM&R of the Project as in proportion to the Municipal Water supply from the Project, together with the amounts necessary for accumulating the necessary Reserve Fund for the next ensuing fiscal year. The District shall make available to Midwest City a detailed budget for review at least two (2) weeks prior to the meeting so that Midwest City may have a representative present at the meeting prepared to discuss the budget. The budget shall show separately: (a) The itemized amounts estimated to be required for

OM&R, excluding power costs; and (b) the Reserve Fund; and (c) any amounts projected for payment by Midwest City, or to be credited to Midwest City, under separate contract(s) between Midwest City and the District.

(b) After approval of the budget, the Board of Directors of the District shall thereupon charge to Midwest City, and Midwest City shall be obligated to pay the District as hereinafter provided, an amount equal to 40.40 percent of each for the amounts separately budgeted, adjusted by any projected amounts for payment by or for credit to Midwest City under any separate contract(s) between Midwest City and the District.

(c) In addition to the above, the price shall include the actual costs of power incurred by the District for pumping water to the Midwest City delivery point, and Midwest City will pay the District for those power costs as provided below.

(2) Supplemental Budget. Whenever collections from all sources are insufficient to defray District OM&R, the District may utilize amounts from the Reserve Fund to cover the difference. If additional payments are still required in order to defray District OM&R, the District may prepare a supplemental budget and submit it to Midwest City at least thirty (30) days in advance of the date upon which the additional funds will be required, and Midwest City shall pay its percentage share of said amount on or before the date specified. In the submission to Midwest City, the District shall set forth the justification for the increase in full detail.

e. PAYMENT.

(1) Schedule of Payments. Midwest City shall make payment of Midwest City's foregoing obligations to the District on such dates and in such installments as shall be designated by the Board of Directors of the District in order that the District will be provided with funds when needed by the District, all as set forth in a prior written notice to be given by the District to Midwest City. Unless otherwise agreed upon between the District and Midwest City, the District will deliver an invoice to Midwest City thirty (30) days in advance of each quarter based on the budgeted amounts, except for the cost of power for water delivery. Midwest City will pay the invoiced amount to the District no later than the last day prior to the beginning of the quarter to which the invoice applies.

(2) Payments for Power for Water Delivery. Unless otherwise agreed upon between the District and Midwest City, the District will deliver an invoice to

Midwest City for the actual cost of power for delivery of water to the Midwest City delivery point after the end of each quarter during which the power costs were incurred by the District. Midwest City will pay the invoiced amount to the District no later than thirty (30) days after receipt of the power invoice for each quarter.

(3) Benefits Conditioned upon Payments. Should Midwest City fail or refuse, for any reason whatsoever, to make any of the payments to the District in the amounts and at the times provided in this Contract, the District shall have the right, forthwith and without notice, to discontinue delivery of any water to Midwest City until all payments due from Midwest City to the District, together with any penalty for delinquent payments as set forth in this Contract, shall have been fully paid, and the District is authorized to sell water directly to those using Midwest City's allocated supply, or to any other water user acceptable to the District, and apply net revenues therefrom to the credit of Midwest City's account. However, the provisions of this subparagraph (2) shall not be deemed to provide the exclusive remedy of the District for nonpayment by Midwest City.

(4) Payments through Levy and Assessments by District; No Limitation on Authority of District. To the extent authorized by the constitution and laws of the State of Oklahoma, and in the amounts agreed upon between the District and Midwest City, the District may make direct assessments upon the properties within the city limits of the City of Midwest City to cover collection of all or any designated portion of Midwest City's obligation under the terms of this Contract, and Midwest City shall be credited with the amount of such collections, less the expenses of collection, upon its obligations under this Contract. Nothing herein shall limit the right of the District upon the direction of its Board of Directors to finance any part of the cost of additional facilities through levy and assessment upon the properties within the District.

(5) Limitation of Financial Liability of Midwest City; No Limitation on Taxing Authority of District. Midwest City shall not be obligated for the debt of any other Municipal Water User in the event of such Municipal Water User's failure to make its payments. This limitation shall not be construed as prohibiting the District from making reasonable rate increases to cover increased costs and nothing herein shall be construed as restricting the District from exercising its taxing powers to the extent necessary to meet its obligations.

(6) Payments during Water Shortages. Rationing of water by the District shall not affect the continuing obligation of Midwest City to make the prescribed annual payments.

SURPLUS MUNICIPAL WATER

7. All Project water available for Municipal Use in each calendar year in excess of the quantity scheduled for use by the Municipal Water Users in said calendar year within their respective maximum allocations is hereby defined as surplus water. If surplus water is available, the District may dispose of such current surplus on whatever terms it can arrange. Net revenues from the sale of surplus water shall be credited on the next payment or payments due from each Municipal Water User in the same proportion that such Municipal Water User's share of the surplus water bears to the total surplus water sold.

ASSIGNMENT OF WATER ALLOCATION BY MIDWEST CITY

8. Midwest City may sell or assign any portion of its allocation of the right to receive Project water only with the approval of the District. Under any assignment, it must be established to the District's satisfaction that the water allocation may be transferred under Oklahoma law and the laws of the United States for diversion as proposed. The alternate user must enter a contract or contracts satisfactory to the District and to the United States preserving all rights of the District and Municipal Water Users hereunder.

REGULATORY CONDITIONS

9. This Contract shall be subject to all valid rules, regulations, and laws applicable thereto, including those for nondiscrimination in employment.

ACCESS TO BOOKS AND RECORDS

10. Each party shall have the right during office hours to inspect and to make copies of the other party's books and official records relating to matters covered by this Contract.

CONTRACT SUBJECT TO UNITED STATES AND DISTRICT AGREEMENT

11. This Contract shall be subject to the terms, conditions, and provisions of the Federal Contract, to the extent such terms remain applicable after the repayment obligations for the financing and construction of the Norman Project were completed on October 1, 2016. This Contract cannot be amended or supplemented without the advance written approval of a duly authorized

representative of the United States. The District may assign all or any part of its rights or authority under this Contract to the United States.

EQUAL EMPLOYMENT OPPORTUNITY

12. During the performance of this Contract, the City agrees as follows:

a. The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

c. The City will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the City's commitments under section 202 of Executive Order 11246 of September 24, 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The City will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The City will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the City's books, records, and accounts

by the Contracting Agency and the Secretary of Labor for Purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the City's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the City may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The City will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The City will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however*, that in the event the City becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the City may request that the United States enter into such litigation to protect the interest of the United States.

DETERMINATIONS

13. Where the terms of this Contract provide for action to be based upon the opinion or determination of either party to this Contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations.

NOTICES

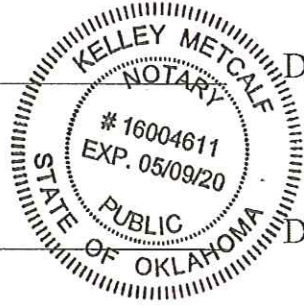
14. Any notice authorized or required by this Contract shall be made by mail, postage prepaid and return receipt requested, to the General Manager, Central Oklahoma Master Conservancy District, Midwest City, Oklahoma on behalf of the District, and to both the Mayor of the City of Midwest City and the Chair of the Board of Trustees of the Midwest City Municipal Services Authority, on behalf of Midwest City. The designation of the person to be notified, or the address of such person, may be changed at any time by identical notice from the party making the change. *Provided*: Notice is effective upon actual receipt by the designated recipient on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in multiple, each of which shall constitute one and the same contract, all as of January 1, 2017.

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Robert French
President Date: 12/27/16

Attest: Kelley Metcalf
Secretary Date: 12/28/16



CITY OF MIDWEST CITY

Michael W. White
Mayor Date: 12-14-16

Attest: Sara Hancock
City Clerk Date: 12.14.16

MIDWEST CITY MUNICIPAL SERVICES AUTHORITY

Michael W. White
Chair of the Board of Trustees Date: 12-14-16

Attest: Sara Hancock
Secretary Date: 12.14.16

APPROVED:

[Signature] Date: JAN 9, 2017

By: Regional Director
United States, Dept. of Interior, Bureau of Reclamation

**AGREEMENT RESPECTING DEL CITY AQUEDUCT REPLACEMENT
BETWEEN
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
AND
THE CITY OF MIDWEST CITY & THE CITY OF MIDWEST CITY MUNICIPAL
AUTHORITY**

The parties to this agreement are the CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT (“District”) and the CITY OF MIDWEST CITY (“City”) and the CITY OF MIDWEST CITY AUTHORITY (“Authority”).

Whereas, the Norman Project (“Project”) consisting of the Norman Dam, Lake Thunderbird, and the property, easements, and water delivery systems appurtenant thereto is a project of the United States acting through the Department of Interior, Bureau of Reclamation; and

Whereas, title to the Project is held by the United States, but the Central Oklahoma Master Conservancy District (the “District”) contracts with the United States for the operation of same; and

Whereas, the District entered into contracts with the Cities of Del City, Norman and Midwest City in 1961 for the provision of water in exchange for the Cities sharing proportionately in the debt repayment and operation, maintenance and replacement of the Project; and

Whereas, the Cities of Del City, Norman and Midwest City and their respective Authority’s executed their renewal of the Contract with the District (“water use contract”) for additional terms of 25 years in 2017, to be supplied with raw water for municipal purposes from the Project of the United States, Department of the Interior, Bureau of Reclamation, which Project is operated and maintained by the District; and

Whereas, the water use contract states that the City and Authority pay to the District the operation, and maintenance, cost of the Project facilities, budgeted annually and supplemented as needed pursuant to the water use contract; and

Whereas, the Board of Directors of the District has resolved that a portion of the Project, being the Del City Aqueduct, must be replaced due to high ongoing costs of repair; and

Whereas, the project to replace the Del City Aqueduct (the “replacement project”) was submitted for public bids by the District, and the lowest responsive bid was Matthews Trenching in the amount of \$5,643,680.00; and

Whereas, the District Board of Directors has resolved to finance the replacement project with funds to be obtained through financing the replacement project from the Drinking Water State Revolving Fund loan program (“DWSRF”) of the Oklahoma Water Resources Board; and

Whereas, the Project is expected to take one year to complete, after which the City/Authority will be assessed amounts to be paid to the District for amortization of the DWSRF loan in the amounts and under the interest rate to be determined at loan closing, estimates of which have been provided by the Oklahoma Water Resources Board, as shown on Exhibit 1 to this Agreement, which includes the 0.5% administrative fee of the Oklahoma Water Resources Board; and

Whereas, the District seeks the explicit agreement of the Cities and respective Authorities concurring in the financing and the additional contribution that will be required once construction of the replacement project is complete.

Now, therefore, it is agreed between the City, Authority and the District as follows:

1. The City/Authority will provide adequate funding, per the water use contract, for its proportionate share of the costs necessary to fund the replacement project as set forth in the water use contract (40.4 % for the City/Authority).
2. The parties agree that the District will finance the replacement project with funds from the DWSRF program, with the loan to be for a term of 15 years, with the cost of such to be paid along with all other applicable costs under the water use agreement renewal of 2017 by the Cities and respective Authorities in percentages previously delineated. This Agreement is in fulfillment of the January 1, 2017 water use agreement, does not constitute an amendment of that agreement, and is solely applicable to obligations respecting the replacement project and the agreement of all three cities to fund said Project.

Agreed:

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT:

Roger Frech, President

Date: _____

ATTEST: _____
Kevin Anders, Secretary

Date: _____

CITY OF MIDWEST CITY:

Matthew D. Dukes, II, Mayor

Date: _____

ATTEST: _____
_Date: _____

Sara Hancock, City Clerk

CITY OF MIDWEST CITY MUNICIPAL AUTHORITY:

Matthew D. Dukes, II, Chair of the Board of Trustees

Date: _____

ATTEST: _____
Sara Hancock, Secretary

Date: _____



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City Manager's Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours at www.youtube@midwestcityok.org.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.



The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

July 09, 2019 - 6:02 PM

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so that the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the meeting on June 25, 2019, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$110,900.00 with C. H. Guernsey & Company (Guernsey) for site planning and civil engineering services related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City.
 3. Discussion and consideration of declaring all structures located on the East Half of the Southeast Quarter of Southeast Quarter of the Southwest Quarter of Section 35, Township 12 North, Range 2 West, I.M. (a/k/a 2905 N Woodside DR) surplus and directing Staff to clear same via sale or demolition. (Economic Development - R. Coleman)
- C. **DISCUSSION ITEM.**
1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)
- D. **NEW BUSINESS/PUBLIC DISCUSSION.** 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.**
- E. **ADJOURNMENT.**



CONSENT AGENDA



A notice for the regular Midwest City Memorial Hospital Authority 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 Memorial Hospital Authority Minutes

June 25, 2019 – 6:02 pm

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 6:48 PM with the following members present: Trustees: Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon Henson. Absent: Susan Eads.

CONSENT AGENDA. Allen made a motion to approve the consent agenda, as submitted, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.

1. Discussion and consideration of approving the minutes of the meeting on June 11, 2019, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$3,000. The supplement is needed to increase budget for separation pay.

DISCUSSION ITEMS.

- 1. Discussion and consideration of approving the following agreement with Capitol Decisions, Inc. in the total amount of \$90,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2019 through June 30, 2020.** After Trustee and staff discussion, Reed made a motion to approve the agreement, as submitted, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Eads. Motion carried.
- 2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. Council and staff discussion.** No action taken.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 6:51 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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

Memorandum

To: Honorable Chairman and Trustee, Midwest City Memorial Hospital Authority

From: Vaughn K. Sullivan, Assistant City Manager

Date: June 12, 2019

Subject: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$110,900.00 with C. H. Guernsey & Company (Guernsey) for site planning and civil engineering services related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City.

Guernsey has submitted a Task Order Agreement for consulting services related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City. The scope of services includes all civil engineering for site master planning and concept level design in amount not to exceed \$110,900.00.

The site design is necessary in order to prepare for meetings with Oklahoma City officials, Planning Commission, City Council, public hearings and any neighborhood meetings. Ultimately, this survey data and site design will be used in the preparation of construction documents associated with the Multi-Purpose Sports Complex.

Funds are budgeted and available in the bond issue account and the Midwest City Hospital Authority budgets. Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Attachment: Task Order Agreement

TASK ORDER MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made the _____ day of _____, 2019, between the City of Midwest City, Oklahoma, a municipal corporation hereinafter the "CITY," and C. H. Guernsey & Company, hereinafter "GUERNSEY."

GUERNSEY's services will be detailed in a duly executed Task Order for each Specific Project. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement. Each Task Order will include schedules for the Scope of Services, Compensation, Payment, and any special project requirements.

General Terms of Agreement:

Article 1 Services
Article 2 CITY's Responsibilities
Article 3 Changes
Article 4 Opinion of Probable Cost
Article 5 Compensation and Payments
Article 6 Termination
Article 7 Disputes
Article 8 Consequential Damages
Article 9 Indemnity
Article 10 Insurance
Article 11 Miscellaneous Provisions

Schedules:

Schedule A Scope of Services
Schedule B Compensation
Schedule C Payment
Schedule D Insurance
Schedule E Governing Law / Dispute Resolution
Schedule F Other Modifications

TERMS OF AGREEMENT

The CITY and GUERNSEY agree as follows:

ARTICLE 1 - SERVICES

- 1.1 This Agreement is not a commitment by the CITY to GUERNSEY to issue any Task Orders.
1.2 GUERNSEY shall not be obligated to perform any prospective Task Order unless and until the CITY and GUERNSEY agree on the particulars of the Specific Project, including the scope of GUERNSEY's services, time for performance, GUERNSEY's compensation, and all other appropriate matters.

- 1.3 The services provided by GUERNSEY, GUERNSEY's employees and GUERNSEY's consultants shall be enumerated in Schedule A of the Task Order. Services shall be performed as expeditiously as is consistent with professional skill and care. The services and their several phases will be performed in accordance with the schedule provided in the Task Order. The schedule shall make allowances for the CITY's reviews, for performance by GUERNSEY's and the CITY's other consultants and for approval of submissions by authorities having jurisdiction over the Specific Project. The schedule shall not be exceeded except for reasonable cause.
1.4 GUERNSEY's representative identified in the Task Order shall be authorized to act on GUERNSEY's behalf on the Specific Project. GUERNSEY shall be an independent contractor responsible for the means and manner of providing its services. GUERNSEY may subcontract portions of the services to others and shall provide the CITY with a list of subconsultants.
1.5 GUERNSEY shall maintain the confidentiality of information specifically designated in writing as confidential by the CITY, except GUERNSEY may release information as required by legal or administrative process, is required to prevent significant harm to the public or is required for GUERNSEY to establish a claim or defense in an adjudicatory proceeding.
1.6 The services shall be performed in accordance with the standard of due care, skill, technique, and learning prevailing in the professional engineering, architecture, landscape architecture and environmental science profession for services of the kind performed. GUERNSEY shall review laws, codes and regulations applicable to the

services and shall comply with requirements imposed by governmental authorities having jurisdiction over the Project.

1.7 When requested for a Specific Project and provided in a Task Order, GUERNSEY shall provide the following Services:

1.7.1 Study Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

1.7.2 A Project Plan or Construction Documents defining the Work to be accomplished by a Contractor. The Project Plan or Construction Documents will consist, as appropriate, of drawings, maps, and specifications fixing the requirements for the Work. Preparation of the Project Plan or Construction Documents may include a Preliminary Design Phase, Final Design Phase, Bidding or Negotiating Phase, and a Construction or Contractor Work Phase in accordance with the Task Order requirements.

a. Preliminary Design Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

b. Upon approval of the Preliminary Design, GUERNSEY shall provide the Final Design Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

c. Assist the CITY with taking bids or negotiating a contract for the Work by providing services as shown in Schedule A, and as modified and expanded in a Task Order.

d. Construction or Contractor Work Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

ARTICLE 2 – CITY’S RESPONSIBILITIES

2.1 The CITY shall furnish GUERNSEY full information regarding requirements for and limitations on the Project.

2.2 When requested by GUERNSEY, the CITY shall furnish previous studies, surveys and legal descriptions of land (including locations of underground structures and utilities), records, drawings and specifications for buildings and the history of land use within and bordering the Project, or the CITY shall compensate GUERNSEY for the cost to obtain such information. GUERNSEY shall be entitled to rely on the accuracy and completeness of CITY furnished information and services and information obtained from the public record. GUERNSEY shall provide prompt written notice to the CITY if GUERNSEY becomes aware of errors, omissions, or inconsistencies in the CITY’s data or services.

2.3 When required for the Project, the CITY shall authorize the services of testing laboratories, drilling contractors or excavators.

2.4 The CITY shall establish a budget for the Project and update the budget periodically.

2.5 The CITY’s Representative designated in a Task Order shall be authorized to act on the CITY’s behalf on the Project.

2.6 The CITY shall give prompt written notice to GUERNSEY if the CITY becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in GUERNSEY’s services.

2.7 In the event the CITY does not own or lawfully control the Project site, the CITY warrants to GUERNSEY that it will obtain lawful permission from the Project site owner for a right-to-enter and occupy the Project site sufficiently broad in time and extent as needed by GUERNSEY, its employees, agents and subcontractors to provide the services. GUERNSEY agrees that its employees, agents and subcontractors shall comply with all

health and safety requirements of the Project site owner that are imposed in writing upon GUERNSEY as a condition of its right-to-enter and occupy the premises. Failure to provide the right to enter and occupy the premises shall entitle GUERNSEY to an equitable adjustment in the schedule and compensation.

ARTICLE 3 – CHANGES

- 3.1 The CITY may order changes in the services in writing. GUERNSEY's compensation and the schedule shall be equitably adjusted.
- 3.2 GUERNSEY shall be entitled to an equitable adjustment in the schedule and compensation if any of the following occur:
 - 3.2.1 Change in or delay in the CITY's instructions or approvals;
 - 3.2.2 Enactment or revision of codes, laws or regulations or a change in their official interpretation;
 - 3.2.3 Undisclosed or previously undiscovered health or safety hazards from pollutants or hazardous materials;
 - 3.2.4 Failure of the CITY's other consultants to perform;
 - 3.2.5 Preparation for and attendance at a public hearing, a dispute resolution proceeding or legal proceeding except where GUERNSEY is a party thereto.

ARTICLE 4 – OPINION OF PROBABLE COST

- 4.1 The estimated cost of the Work shall include the effort to accomplish the Work described in plans, drawings and specifications prepared by GUERNSEY. The estimated cost of the Work shall include reasonable contingencies but not GUERNSEY's Compensation.
- 4.2 GUERNSEY's opinions of probable Construction Cost are to be made on the basis of GUERNSEY's experience and qualifications and represent

GUERNSEY's estimate as an experienced and qualified professional. However, because GUERNSEY has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, GUERNSEY cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by GUERNSEY.

ARTICLE 5 - COMPENSATION AND PAYMENTS

- 5.1 GUERNSEY's compensation shall be computed as provided in Schedule B of the Task Order.
- 5.2 For Additional Services, including changes, the CITY shall compensate GUERNSEY a lump sum agreed to in advance or shall compensate GUERNSEY for time expended at GUERNSEY's standard hourly rate table (attached) and for expenses incurred not to exceed a total sum without prior written approval from the CITY.
- 5.3 Unless modified in Schedule C of the Task Order, Payment of GUERNSEY's monthly invoices shall be due and payable upon receipt. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.0% per month from said thirtieth day.

ARTICLE 6 – TERMINATION

- 6.1 The CITY may terminate this Agreement for the CITY's convenience upon seven (7) day's written notice to GUERNSEY's representative. GUERNSEY shall terminate all services as soon as feasible after receipt of notice and shall be compensated for services rendered and expenses incurred together with equitable charges for lease and rental termination and demobilization costs.
- 6.2 GUERNSEY may terminate this Agreement upon seven (7) days written notice to the CITY if the CITY fails to make payments to GUERNSEY in accordance with this Agreement. At GUERNSEY's option, services may be suspended upon seven (7) days written notice to the CITY. GUERNSEY shall

have no liability for delay or damages caused by such suspension of services. Before resuming services, GUERNSEY shall be paid all sums due prior to the suspension.

- 6.3 The obligations under Articles 9, 10 and 11 shall survive termination of this Agreement.

ARTICLE 7 – DISPUTES

- 7.1 Any claim or dispute arising out of or related to this Agreement shall be subject to mediation as a condition precedent to any legal action. The parties shall endeavor to resolve claims and disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All proceedings at law or in equity shall be stayed for a period of 60 days pending mediation, or longer if mutually agreed.
- 7.2 If the parties do not resolve a dispute through mediation pursuant to Section 7.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in Oklahoma the CITY, Oklahoma, unless specified differently in Schedule E of the Task Order.

ARTICLE 8 – CONSEQUENTIAL DAMAGES

- 8.1 The CITY and GUERNSEY waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 6.

ARTICLE 9 – INDEMNITY

- 9.1 GUERNSEY shall indemnify and hold the CITY harmless from and against all claims, demands, damages and expenses recoverable under applicable law on account of negligence for damage to property or persons, including injury or death, to the extent caused by GUERNSEY's negligent acts, errors or omissions or of persons or entities for whom GUERNSEY is legally responsible

in performance of the services under this Agreement.

- 9.2 The CITY shall indemnify and hold GUERNSEY harmless from and against all claims, demands, damages, and expenses recoverable as allowed by Oklahoma law on account of negligence for damage to property or persons, including injury or death, to the extent caused by the CITY's negligent acts, errors or omissions or of persons or entities for whom the CITY is legally responsible (except GUERNSEY) in the completion of the Specific Project.
- 9.3 In addition to the provisions of paragraph 9.2, it is acknowledged that GUERNSEY neither created nor contributed to any hazardous, radioactive, toxic irritant, pollutant or other dangerous substance or condition at the Project site, accordingly as allowed by Oklahoma law, the CITY agrees to defend and shall indemnify and hold GUERNSEY harmless from and against all claims, demands, damages and expenses on account of damage to property or persons, including injury or death, arising out of the aforesaid Project site conditions or allegations that they exist, except to the extent such damages and expenses were caused by GUERNSEY's negligent acts, errors or omissions.
- 9.4 The CITY shall provide or arrange for marking the locations of private utilities and subsurface structures. GUERNSEY shall take reasonable precautions to avoid damage to utilities and subsurface structures but shall not be responsible for damage thereto not called to GUERNSEY'S attention, not correctly marked (including by a utility location service), or shown incorrectly on plans furnished to GUERNSEY or in the public record.

ARTICLE 10 – INSURANCE

- 10.1 GUERNSEY will maintain the following minimum insurance coverage limits. In the event the CITY requires other insurance or other limits of liability, the Compensation shall be equitably adjusted for the additional cost made necessary by the CITY's requirements. Insurance requirements that

exceed GUERNSEY's normal insurance coverage will be specified in Schedule D of the Task Order.

10.1.1 Workers' Compensation and Employer's Liability insurance (including occupational diseases) in accordance with the law of the state where the work is to be performed.

10.1.2 Comprehensive General Liability Bodily Injury (including death) and Property Damage in an amount not less than \$1,000,000 combined single limit. This policy shall include contractual liability coverage.

10.1.3 Comprehensive Automobile Liability Bodily Injury (including death) and Property Damage in an amount not less than \$1,000,000 combined single limit. This policy shall include all vehicles used in connection with the Agreement whether owned, unowned or hired.

10.1.4 Umbrella Coverages (in addition to subparagraphs (b) and (c) of this Article 10) in an amount not less than \$1,000,000 combined.

10.1.5 Professional Liability in an amount not less than \$1,000,000 per claim and aggregate limit.

10.2 Before commencing the services, GUERNSEY shall furnish to the CITY, as Certificate Holder, a certificate of insurance in force providing that the policy shall not be canceled by the insurer before 30 days prior written notice to the CITY.

ARTICLE 11– MISCELLANEOUS PROVISIONS

11.1 This Agreement shall be governed by the laws of the State of Oklahoma, exclusive of the Oklahoma conflict of laws provisions, unless otherwise specified in Schedule E of the Task Order.

11.2 To the extent damages are covered by property insurance, the CITY and GUERNSEY waive all rights against each other and the officers, directors and employees of either. The insurance carriers of

both parties shall waive subrogation to the extent of this paragraph 11.2.

11.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or GUERNSEY.

11.4 GUERNSEY shall have the right to include photographic and other descriptions of the Project in GUERNSEY's promotional and professional materials. GUERNSEY shall not disclose the CITY's confidential or proprietary information if the CITY has previously advised GUERNSEY in writing that the information is confidential or proprietary.

11.5 Work produced by GUERNSEY, including reports, maps, plans, specifications, logs, data, notes, and calculations are Instruments of Service and shall remain GUERNSEY'S property, including all intellectual rights such as copyright. Upon payment of the fees herein, the CITY shall have a license to use the Instruments of Service for completion and maintenance of the Project. In the event the parties agree to any other disposition of the ownership, GUERNSEY shall retain ownership of all technology, skill, processes, knowledge, and computer software developed or acquired by GUERNSEY or its Sub-Consultants to manipulate the data which comprises the Instruments of Service and all standard details, engineering concepts, techniques, engineering knowledge, technical know-how, and expertise embodied in the Instruments of Service by GUERNSEY shall be and remain the property of GUERNSEY or, as applicable, its' Sub-Consultants.

11.6 The CITY and GUERNSEY, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party may assign this Agreement without the consent of the other which shall be not unreasonably withheld.

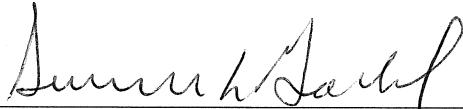
WHEREFORE, this Agreement entered into as of the day and year first written above.

CITY OF MIDWEST CITY

(Signature)

(Printed name and title)

C.H. GUERNSEY & COMPANY



(Signature)

Summer Goebel, Sr. Vice President

(Printed name and title)

SCHEDULE A – SCOPE OF SERVICES

Scope of Services are defined by individual Task Orders

- A.1 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall provide the following Study Phase services:
 - A.1.1 Consult with the CITY to clarify and define the CITY's requirements and review the CITY-furnished data;
 - A.1.2 Advise the CITY on the requirement for special services and data required from others and assist the CITY to obtain such data and services;
 - A.1.3 Prepare and provide GUERNSEY's findings and recommendations;
 - A.1.4 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analysis of alternative solutions presented by GUERNSEY represent GUERNSEY's professional opinion based on preliminary information;
 - A.1.5 Samples obtained from the Project site, if any, shall be retained by GUERNSEY for a reasonable time but not longer than 45 days after issuance of the Study Phase Report. GUERNSEY shall arrange for disposal of samples on behalf of the CITY, which may consist of returning the samples to the Project site. The CITY shall pay GUERNSEY for the cost of disposal. Samples remain the property of the CITY;
 - A.1.6 Prepare a report (the "Report") which will, as appropriate, contain a description of existing conditions, a proposed work plan, schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to the CITY which GUERNSEY recommends;
 - A.1.7 Furnish the number of review copies of the Report to the CITY within the time period set forth in the Task Order and review it with the CITY;
 - A.1.8 Revise the Report in response to the CITY's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the CITY within the time period set forth in the Task Order. GUERNSEY's services under the Study Phase will be considered complete on the date when the final copies of the revised Report have been delivered to the CITY.
- A.2 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall, upon CITY approval of the Study Phase services, provide the following Preliminary Design Phase services:
 - A.2.1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project;
 - A.2.2 Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners;

- A.2.3 Advise the CITY if additional reports, data, information, or services are necessary and assist the CITY in obtaining such reports, data, information, or services;
 - A.2.4 Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to GUERNSEY;
 - A.2.5 Furnish the Preliminary Design Phase documents to and review them with the CITY;
 - A.2.6 Submit to the CITY the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order. GUERNSEY's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to the CITY.
- A.3 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall, upon the CITY approval of the Preliminary Design Phase documents, provide the following Final Design Phase services:
- A.3.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor;
 - A.3.2 Provide technical criteria, written descriptions, and design data for the CITY's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist the CITY in consultations with appropriate authorities;
 - A.3.3 Provide the CITY a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to GUERNSEY;
 - A.3.4 Prepare and furnish Bidding Documents for review and approval by the CITY, its legal counsel, and other advisors, as appropriate, and assist the CITY in the preparation of other related documents;
 - A.3.5 Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to the CITY within the time period set forth in the Task Order. GUERNSEY's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to the CITY.
- A.4 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall assist the CITY with taking bids or negotiating a contract for the Work by providing the following services:
- A.4.1 Assist the CITY in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued;
 - A.4.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents;
 - A.4.3 Consult with the CITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents;

A.4.4 Assist the CITY in evaluating bids or proposals and in assembling and awarding contracts for the Work. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction or Contractor Work Phase or upon cessation of negotiations with prospective Contractors.

A.5 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall provide the following Construction or Contractor Work Phase services:

A.5.1 GUERNSEY shall be the CITY's representative during the performance of the Project Work and until substantial completion of the Work. GUERNSEY shall have authority to act for the CITY only as provided in Exhibit A or as modified by a Task Order;

A.5.2 GUERNSEY shall respond to timely, properly prepared requests in writing from the Contractor for interpretation of the Project Plan or Construction Documents prepared by GUERNSEY;

A.5.3 GUERNSEY shall review and take appropriate action with respect to shop drawings or other submittals when required from the Contractor by the Project Documents, but only for the purposes of determining compliance with the information given in the Project Plan. Review shall not be for the purpose of approving the Contractor's means, methods, techniques, sequences of operation or safety precautions in accordance with the Work that remain the Contractor's responsibility;

A.5.4 GUERNSEY shall visit the Project Site at the times and intervals established in a Task Order to become generally familiar with the progress and quality of the Work completed; to determine in general if the Work is proceeding in a manner indicating the Work, when completed, will be in accordance with the Project Plan; and will report to the CITY (1) known deviations from the Project Plan or Contract Documents and the most recent construction schedule submitted by the Contractor, and (2) known defects and deficiencies observed in the Work. GUERNSEY shall not be required to make exhaustive or continuous inspections of the Work and shall not have control over, responsibility for, or charge of the construction means, methods, techniques, sequences, procedures, or for safety programs in connection with the Work;

A.5.5 GUERNSEY shall report to the CITY known deviations from the Project Plan or Construction Documents and known defects and deficiencies observed in the Work, but GUERNSEY shall not have responsibility for the Contractor's failure to perform the work in accordance with the Project Plan or Construction Documents or for the Contractor's acts or omissions;

A.5.6 GUERNSEY shall review and certify the amounts due the Contractor and shall issue certificates for payment. GUERNSEY's certificate for payment shall represent GUERNSEY's judgment that (1) the Work has proceeded to the extent represented; (2) the Contractor is entitled to payment; and (3) to GUERNSEY's best information and belief the quality of the Work is in accordance (subject to subsequent testing and correction of minor deviations and qualifications in the certificate) with the Project Documents. Certification of payment shall not be a representation that GUERNSEY has reviewed requisitions, payroll records or ascertained how or for what purpose the Contractor has used money previously paid;

A.5.7 When the Contractor informs GUERNSEY that the Project Work is completed, GUERNSEY shall inspect the project, prepare a list of Work requiring correction or completion, and furnish the list to the CITY. Upon notice from the Contractor that the listed Work has been completed, GUERNSEY shall make a

final inspection of the Project and inform the CITY about the balance owed the Contractor including any amounts needed to pay for final completion and correction of the Work.

SCHEDULE B - COMPENSATION

Compensation is defined by individual Task Orders

Additional Services (See Article 5)

GUERNSEY's current rate schedule is attached. This rate schedule will be modified on an annual basis.

SCHEDULE C - PAYMENT

Payment schedule is specified in Article 5 unless another payment schedule is defined by individual Task Orders

SCHEDULE D - INSURANCE

Special insurance requirements (if any) for projects are defined by individual Task Orders

SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION

Changes in governing law (if any) and changes in claims and disputes procedures (if any) are defined by individual Task Orders

SCHEDULE F – OTHER MODIFICATIONS

Other modifications (if any) are defined by individual Task Orders

Rate Schedule - C.H. Guernsey & Company			
June 2019			
Principal-in-Charge	\$200		
	<u>Senior</u>	<u>Project</u>	<u>Staff</u>
Project Manager	\$190	\$175	\$150
Project Coordinator	\$125	\$105	\$90
Chemical Engineer	\$195	\$178	\$168
Process Engineer	\$184	\$163	\$147
Mechanical Engineer	\$195	\$165	\$130
Fire Protection Engineer	\$195	\$165	\$130
Electrical Engineer	\$195	\$165	\$130
Civil Engineer	\$190	\$160	\$125
Water Resources Planner/Engr	\$184	\$152	\$126
Structural Engineer	\$195	\$160	\$125
Architect	\$190	\$160	\$125
Interior Design Architect	\$150	\$110	\$80
Regulatory Compliance Specialist	\$163	\$147	\$126
Environmental Engineer	\$168	\$126	\$95
Geologist/Hydrogeologist	\$168	\$126	\$95
Environmental Scientist/Planner	\$147	\$126	\$81
Urban Planner	\$173	\$137	\$105
Landscape Architect	\$137	\$105	\$90
Ecologist	\$147	\$115	\$95
Environmental Compliance Specialist	\$147	\$115	\$95
Safety Compliance Specialist	\$158	\$115	\$95
Engineer II / Engineer Intern	\$121	\$105	\$84
Specification Writer	\$121	\$105	\$84
Cost Estimator	\$130	\$110	\$90
Right-of -Way Agent	\$121	\$105	\$84
Designer	\$121	\$110	\$95
Inspector	\$116	\$104	\$94
Design Technician/CADD	\$130	\$100	\$81
Document Control/Word Processing	\$105	\$85	\$70
Administrative Support	\$58	\$50	\$44
Student Intern	-	\$56	\$44

Rates are adjusted on an annual basis each January 1st

15% Mark-up on all Subcontractors

Expenses (printing, mailing, etc.) reimbursed at cost

Letter Size: B&W = 0.10/Ea; Color = 0.20/Ea

11x17 Size: B&W = 0.20/Ea; Color = 0.40/Ea

Plots: B&W = 0.30/SF; Color = 0.80/SF; Color Glossy = 1.75/SF

Mileage charges @ Current IRS rate/mile

Equipment schedule available as necessary

Expert witness @ 50% surcharge

**TASK ORDER 001
Multi-purpose Athletic Facility**

This Task Order is subject to the Master Agreement between C. H. Guernsey & Company (GUERNSEY) and the City of Midwest City, a municipal corporation (Client) dated _____, 2019 and provides supplemental Schedules for Site Masterplanning and Concept-Level Design.

SCHEDULE A – SCOPE OF SERVICES

This Task Order includes only the following phases (see Article 1 of GUERNSEY’s Master Agreement with Client):

See ATTACHMENT A – PROJECT SCOPE.

SCHEDULE B – COMPENSATION

Compensation for services described in Schedule A shall be lump sum as follows:

<u>Description</u>	<u>Amount</u>
Site Masterplanning Phase.....	\$ 58,675.00
Concept-Level Design Phase	\$ 52,225.00
TOTAL	\$ 110,900.00

SCHEDULE C – PAYMENT

Invoice amounts shall be based on an estimated percentage of completion based upon the amounts set forth above. Payments shall be rendered in accordance with Paragraph 5.3 of the Master Agreement.

SCHEDULE D – INSURANCE

No Changes from Master Agreement.

SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION

No Changes from Master Agreement.

SCHEDULE F – OTHER MODIFICATIONS

Notwithstanding other provisions of Paragraph 1.7.2, Paragraph 1.7.2.b shall be amended as follows:

- b. Final Design Phase services, if requested by the Client, shall be covered by a separate Task Order.

Notwithstanding other provisions of Paragraph 11.5 of the Master Agreement, Paragraph 11.5 shall be amended as follows:

Hardcopies and certain electronic files produced by GUERNSEY specifically for this Task Order shall be provided to the CITY and become the property of the CITY. GUERNSEY shall convert electronic

Autodesk Revit files to Autodesk AutoCAD format. AutoCAD, Microsoft Word, Microsoft Excel and Portable Document Format (PDF) electronic files shall be provided by GUERNSEY to the CITY. Notwithstanding the provisions of Paragraphs 1.5 and 11.4 of the Master Agreement, the CITY shall not restrict GUERNSEY's use of said electronic files in other work.

The representative authorized to act on behalf of each party with respect to this Task Order are:

For Client: _____

Title: _____

For GUERNSEY: Theron Smith


Title: Manager, Infrastructure Department

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of this _____ day of 2019.

Client Name

C. H. GUERNSEY & COMPANY

By: _____

By: 

Title: _____

Title: Sr. Vice President

ATTACHMENT A – PROJECT SCOPE

I PROJECT DESCRIPTION

The City of Midwest City (the **City**) passed four bond propositions August 28th, 2018. Proposition #3 included, among other projects, a new “Multi-purpose Athletic Facility” (the **Project**) to be located at 9300 SE 29th Street in Oklahoma City, OK (the **Site**). The **Site** consists of properties owned by a combination of the **City** and the Midwest City Memorial Hospital Authority. The **Site** falls within the city limits of the City of Oklahoma City, Oklahoma (**OKC**) and therefore subject to **OKC**’s jurisdiction regarding zoning, development, permitting, and related concerns.

The goal of the Multi-purpose facility is to host a wide variety of youth and adult sports to include larger, regional tournaments. The fields are to accommodate baseball, softball, lacrosse, football, and macro & micro soccer. It is anticipated title transfers, re-zoning, PUD amendments, special use permits, or a combination thereof may be required for development of the **Site**.

To facilitate scheduling more events with fewer weather delays, the **City** wishes to incorporate synthetic surfaces and field lighting. The goal of field lighting is to achieve the level of illumination practical and necessary to extend playing time into the evenings. Providing a level of illumination required for televised broadcasting is not required at this time.

This attachment describes site/facility masterplanning and concept-level design services to be provided by Guernsey and/or Guernsey’s subconsultants (collectively, the **Consultant**) in support of the **Project**. The **Consultant** agreement includes the option to add engineering/architectural design, bidding support, and construction phase services by amendment. Said amendment shall be negotiated separately and subject to approval by the **City**. Should the **City** elect not to exercise the option to amend this agreement, the services provided by the **Consultant** as described in this attachment are not anticipated to disqualify the **Consultant** from competing among other firms for follow-on design services.

II SCOPE OF SERVICES

A. SITE MASTERPLANNING PHASE

In the site masterplanning phase, the **Consultant** shall evaluate existing site conditions, identify physical, regulatory/permitting, and similar constraints, and develop 2-3 general site plan alternatives for review by the **City**. The **City** will select one alternative for the “Concept-Level Design Phase” described in section B. This site masterplanning phase specifically includes the following tasks:

A.1. Site Survey

The **City** shall obtain and provide a boundary and topographic survey covering the **Project** area for use by the **Consultant**. The survey information shall be provided in “Design Ready” AutoCAD, Civil 3D (2018 or later) format following A/E/C layering standards and in the Oklahoma State Plane NAD83(CORS96) horizontal coordinate system and NGVD88 vertical datum elevations. The **Consultant** shall assist the **City** in monitoring the survey

progress/results and reviewing the survey from an engineering design requirements perspective. The **Site** survey is anticipated to include:

A.1.a. Boundary Survey – the boundary survey shall consist of a boundary pin survey and “plat of survey” (**Plat**) meeting Oklahoma Minimum Standards for the practice of Land Surveying as currently adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. The **Plat** shall include boundary lines, parcel delineation lines, easements, right-of-way, and similar information recorded at the Oklahoma County Clerk’s office. The **Plat** shall also be provided in hardcopy and digital PDF format. The **Plat** shall be signed/sealed by a surveyor licensed to practice in the State of Oklahoma.

A.1.b. Topographic Survey – the topographic survey shall include all visible improvements and terrain data of sufficient detail and accuracy to support the ordinary design requirements of a project of this nature. Overhead utilities, as well as underground utilities inferred by visible surface evidence or sources identified below, shall be shown. Underground utility information shall include that obtained by the surveyor using the OKIE811 system and supplemented by other information requested by the surveyor and provided by utility owners. Gravity flow sewer information shall include invert elevation where accessible from manholes. Within floodplain areas, cross-sections of the floodplain shall be provided as would ordinarily be required to support HEC-RAS modeling. **Project** horizontal/vertical control points shall be set and depicted in the survey drawings to facilitate future construction staking by the construction contractor.

A.2. PUD/Zoning Support – Under a separate agreement, the **City** shall retain the services of an attorney to accomplish title transfers, re-zoning, PUD amendments, special use permits, and/or related services necessary to achieve **Project** goals. The **Consultant** shall provide technical support requested by the attorney (and approved by the **City**) not-to-exceed 8 manhours from the **Consultant**’s project engineer. Additional support, if requested by the **City**, may be negotiated separately. If all 8 manhours are not required for this task, the **Consultant** shall offer a deductive amendment to the **City** including the appropriate number of hours.

A.3. Project Definition & Project Requirements

The **Consultant** shall assist the **City** in formally defining tentative **Project** goals. The **Consultant** shall evaluate these goals in light of budget constraints, site conditions, regulatory/permitting requirements, and the requirements of sports clubs/authorities having jurisdiction over the targeted sports activities. The **Consultant** shall assist the **City** in verifying or amending the **Project** goals in light of these factors as appropriate. Specific services provided by the **Consultant** shall include:

A.3.a. Code Review – The **Consultant** shall identify federal, state, and local authorities having jurisdiction (**AHJ**) over the anticipated construction. Current regulatory, code, and permitting requirements pertaining to the **Project** shall be identified, listed, and summarized in a Code Review Report (**CRR**).

A.3.b. Sports Facility Requirements – The **Consultant** shall identify sports organizations, clubs, etc. that publish specifications or regulations pertaining to each targeted sports event. Current specification/regulations pertaining to the **Project** shall be identified, listed, and summarized in a Sports Facility Requirements Report (**SFRR**).

A.3.c. Order of Magnitude Cost (**OMC**) Data – The **Consultant** shall use readily available information obtained from similar projects to compile **OMC** for anticipated construction items relevant to the **Project**. The **OMC** will serve as the initial basis for the Project Definition & Project Requirements. (More refined data will be used in subsequent phases of the work.)

A.3.d. Facility Programming – The **Consultant** shall consolidate/analyze **Project** goals, code review, sports facility requirements, and **OMC** cost data to produce a facility programming document. The goal of the programming effort is to work collaboratively with the **City** to define and document, as much as is practical, proposed improvements in narrative form before initiating drawing production.

A.3.e. Utility Requirements – Based on the programming results, the **Consultant** shall estimate the anticipated peak demand for domestic water, fire suppression water, power, and natural gas utilities as well as sanitary sewer flows.

Communications and Internet Services – The **Consultant** shall contact 2-3 internet providers to determine services that may be available to the **Site** for communications and internet (including public access wi-fi). The **Consultant** shall note the findings in the report and indicate a corridor across the **Site** reserved for underground communication/internet facilities.

A.3.f. Utility Capacity Analysis – The **Consultant** shall contact utility providers for those utilities serving the **Site**. The providers will be requested to provide current capacities and current peak demands at points of potential connection to **Site** services. The **Consultant** shall compare the anticipated peak demand to the available capacity of each utility and notify the **City** of deficiencies found.

The **City** has engaged a third party to design a new waterline that runs adjacent to the site. The **Consultant** shall assume the water supply for the **Project** will tie to this new line (once constructed) and that the new line will have adequate capacity for domestic and fire suppression needs for the **Project**.

The **Consultant** shall assist the **City** in communications with utility providers, including communications addressing deficiencies. The design of off-site utility improvements are not included in this scope but may be negotiated separately, if required.

A.3.g. Preliminary Geotechnical Investigations – The **Consultant** shall conduct preliminary geotechnical investigations with the goal of correlating County Soil Map data to potential subsurface conditions. This is anticipated to include approximately 4 borings, 20-feet deep in the multi-purpose sports facility area and 2 borings, 15-feet deep in potential detention/borrow areas within the floodplain. Laboratory testing shall include water content, Atterberg limits, percent passing No. 200 sieve, and chemical analysis (pH, sulfates, chloride ion, and resistivity).

Note: Additional (not included in this scope) borings and testing will be necessary for future design phases after specific locations and foundation types of improvements such as buildings and site/field lighting have been identified.

A.3.h. Preliminary Floodplain Investigations – Portions of the **Site** fall within the delineated floodplain. The **OKC** Code of Ordinances, Chapter 16 – Drainage and Flood Control (adopted March 26, 2019) stipulate drainage and flood measures extend beyond the strict limits of the delineated floodplain: *‘The floodprone area provisions of this chapter shall apply to all lands, tracts, parcels or lots in part or in whole which are traversed by, encompassed by or lying within 200 feet of the external boundaries of the delineated floodplain for that watercourse as shown on the official floodplain maps or an area deemed floodprone by the City Engineer.’* It is anticipated **OKC** will require detailed Hydrologic & Hydraulic (H&H) studies to include HEC-RAS computer modeling covering existing and proposed conditions.

OKC determines the need detention (and/or acceptability of fee in lieu of detention) on a case by case basis subject to update without notice. **OKC** responded by email to an inquiry regarding the applicability of detention to the Site stating *“If the total impervious area is more than 70% for a site equal or more than 2-ac., your client will need to provide detention facility”*. It is not anticipated proposed construction for the **Project** will result in impervious areas exceeding 70% of the total Site area at this time. This is based on the assumption the **City** selects permeable, artificial turf where artificial turf is desired and **OKC** concurs in their review process the selected material qualifies as permeable; i.e. not impermeable. As the work progresses and at major project milestones, the **Consultant** shall verify with **OKC** the requirements regarding detention have not changed. If the requirements for detention are found to change in the course of the work, the **Consultant** shall notify the **City**. A change in detention requirements may require a negotiated amendment in scope and fee.

The **Consultant** shall provide a HEC-RAS study to verify that any excavation or fill in the Zone A floodplain is in compliance with FEMA and city regulations. In addition, the **Consultant** shall establish finished floor elevations for the proposed buildings at least one foot above the 100-year urbanized flood elevation as determined by the HEC-RAS study.

The **Consultant** shall provide runoff and detention routing calculations to evaluate the option of configuring proposed borrow areas as detention facilities to reduce discharge at **City**-owned properties downstream of the Site.

The **Consultant** shall update the HEC-RAS study and detention assessment to incorporate the design information established in the Concept-Level Design Phase (Section B).

A.3.i. Traffic Impact Assessment – Recent experience suggests it is unlikely **OKC** will require a Traffic Impact Assessment (TIA) for the **Project**. **OKC** reserves the right to request a TIA should concerns on their part arise. Should the need for specialized traffic engineering and/or a TIA arise in the course of the **OKC** review process, these services may be provided as a separately negotiated scope and fee.

The **Consultant** shall consolidate the analysis performed in tasks A.3.a through A.3.i and summarize the conclusions in a “Project Definition” document. The Project Definition shall include, as backup, supporting documentation required above in a section of the report entitled “Project Requirements”. The **Consultant** shall update the Project Definition/Project Requirements documents (if required) as the work identified below progresses.

A.4. Phase 1 Environmental Site Assessment

The **Consultant** will perform a Phase I Environmental Site Assessment (ESA) in accordance with US EPA 40 CFR Part 312 “Standards and Practices for All Appropriate Inquiries” and ASTM 1527-13 “Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process”. The commencement and completion of the ESA shall be coordinated with the **City** with the goal being the ESA will be less than six months old at the anticipated date of land ownership transfers between the **City** and the Midwest City Memorial Hospital Authority affecting the **Site**.

A.5. Constraint Mapping

Using the survey described in section A.1 as a background, the **Consultant** shall prepare a “Constraint Map” indicating known legal, physical, floodplain, and environmental concerns identified in previous tasks. The Constraint Map shall identify the types and extents of conditions believed to prohibit or severely limit proposed Site improvements.

A.6. Site Plan Alternatives

Using the information developed in tasks A.1 through A.5, the **Consultant** shall prepare 2-3 general, preliminary site plan alternative drawings for review/consideration by the **City**. These alternatives are anticipated to be similar in scope and with the main differences being variations in aspects of site circulation, proximity to Site boundaries, utility connection locations, parking/drives, and space available for future expansion. Depictions of buildings shall be limited to approximate footprints. The construction costs of the alternatives are anticipated to be comparable, with the exception being the cost of grading/earthwork. At this stage, the relative earthwork/grading costs of each alternative shall be established (ranked highest to lowest). The **City** will select one preferred alternative to advance to the “Concept-Level Design” phase. The earthwork quantities/costs shall be developed more fully in the following phase.

B. CONCEPT-LEVEL DESIGN PHASE

The preferred alternative identified by the **City** in the previous phase shall advance to the Concept-Level Design Phase. In this phase, preliminary drawings, performance/prescriptive specifications, and concept-level construction cost estimates shall be developed. These items will be developed in parallel with the goal of defining and communicating a **Project** design the **City** and the **Consultant** believe (not guarantee) is achievable within the **Project** budget.

B.1. Preliminary drawings shall include:

- Sports Field Layouts depicting:
 - sports field fencing and striping
 - sports field appurtenances such as bases, goals, etc.

- turf and surface type limits, dimensioning and designations
- minimum/maximum slopes and drainage features
- sports field lighting
- Overall site plan(s) depicting:
 - access drives, fire suppression, and maintenance/supply routes
 - parking facilities, sidewalks, and other paved areas
 - ticketing facility (footprint), perimeter fencing, and site lighting
 - footprint/location of dugouts, batting cages, and warm-up areas
 - footprint/location of spectator seating areas
 - footprint/location of shade structures
 - footprint/location of picnic and/or pavilion areas
 - footprint/location of a maintenance/storage facility
- Preliminary grading plans insofar as necessary to determine approximate earthwork quantities and drainage improvements depicting:
 - contours and spot elevations
 - major retaining walls (if needed)
 - major drainage structures
 - designated earthwork on-site borrow areas (if available)
- Landscape plans/drawings including:
 - Facility entrance and signage
 - Trees, shrubs, plantings and other vegetative materials
 - Site furniture and signage
- Preliminary architectural drawings of a combined concession, restroom, and office building (Central Building) including:
 - dimensioned floorplan
 - building sections
 - elevations
- Color, computer-assisted visualization/communication aids shall be provided to include:
 - Color aerial view of the conceptual site plan and contextual surroundings
 - Eye-level perspective of the approach to the sports complex
 - Eye-level perspective of the Central Building
- Structural, Mechanical, Electrical, and Plumbing drawings shall be developed/included insofar as required to communicate the basic design concepts featured in the site plans and architectural drawings.

B.2. Specifications

The **Consultant** shall develop and provide performance and/or prescriptive specifications insofar as necessary to communicate the intent of the concept-level design and develop/support construction cost estimates. These specifications may be depicted as notes on drawings or as a narrative in the Project Definition document as the Consultant deems appropriate.

B.3. Opinion of Probable Cost

The **Consultant** shall develop and provide an Opinion of Probable Cost (estimate) for construction. The estimate shall include a level of detail commensurate with this stage in the development of the design. The estimate may include allowances for items not yet identified

and/or quantified in the design. The estimate shall cover **Project** construction costs only. Additional funds may be required to cover contingencies, off-site utility improvements, utility relocations, right-of-way costs, permit fees, inspection, sampling/material testing, construction administration, unforeseen field conditions, etc.

B.4. Final Submission

The **Consultant** shall update the Project Definition/Project Requirement documents as required throughout the concept-level design phase. The updated documents along with the Concept-Level-Design documents shall be submitted to the **City** for review. The **Consultant** shall incorporate **City** comments and provide a complete set of updated documents to the **City**.

C. COMMUNICATIONS/MEETINGS

Teleconferences; online, web-facilitated meetings; file transfers and periodic updates; emails, and similar forms of collaboration between the **Consultant** and the **City** shall be considered routine communications and incidental to other tasks identified above. The **Consultant** shall conduct and/or participate in specific meetings identified below:

C.1. Kickoff Meeting

Following the notice-to-proceed and at a time/date convenient to the **City**, the **Consultant** shall attend a project kickoff meeting at **City** facilities. The kick-off meeting shall include key project staff from the **Consultant** team. The intent is to establish lines of communication, discuss specific tasks/project schedules, and to obtain any **City**-provided data pertinent to the **Project** that has not already been acquired. Following the kick-off meeting, **Consultant** and **City** staff shall conduct a field reconnaissance of the **Site**. The reconnaissance shall include photo-documentation of significant field conditions.

C.2. Site Masterplanning Review Conference

Following the submission of Site Masterplanning documents, at a time/date convenient to the **City**, the **Consultant** shall attend a submittal review meeting at **City** facilities. The goal of this meeting is for the **Consultant** to answer questions the **City** may have, clarify **City** comments, and assist the **City** in selecting the preferred site plan alternative.

C.3. Concept-Level Design Review Conference

Following the submission of the Concept-Level Design documents and at a time/date convenient to the **City**, the **Consultant** shall attend a submittal review meeting at **City** facilities. The goal of this meeting is for the **Consultant** to answer questions the **City** may have, clarify **City** comments prior to the Final Submission described in task B.10.

III SCHEDULE

The **Consultant** shall commence work on the **Project** immediately upon execution of this agreement and issuance of notice-to-proceed. The **Consultant** shall coordinate and cooperate with the **City**, the surveyor retained by the **City** concerning task A.1, the attorney retained by the **City** concerning task A.2, utility owners, and **AHJ** to maintain continuous progress throughout from notice-to-proceed to Final Submission. The goal is to complete Final Submission on or before October 15, 2019.



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: Robert Coleman, Director of Economic Development

DATE: July 9, 2019

RE: Discussion and consideration of declaring all structures located on the East Half of the Southeast Quarter of Southeast Quarter of the Southwest Quarter of Section 35, Township 12 North, Range 2 West, I.M. (a/k/a 2905 N Woodside DR) surplus and directing Staff to clear same via sale or demolition.

Architectural Design Group (“ADG”) is in charge of designing the proposed Midwest City Animal Shelter as part of its scope of work related to the Moving Forward 2018 Bond Issue. The MCMHA already owns the neighboring lots at 8485 E Reno AV (2.33 acres) and 2901 N Woodside DR (1.21 acres), but ADG felt it was also necessary to purchase 2905 N Woodside DR (1.32 acres) to ensure there was enough property for the project.

The Authority on March 26th entered into a formal contract to purchase 2905 N Woodside DR. We agreed to include a provision in the Agreement to allow the Owners an opportunity to relocate three structures off the site. These buildings included a 1,544 ft.² single-family home built in 1958 along with a 624 ft.² detached garage and a 96 ft.² well house.

Unfortunately, the Owners could not find a lot suitable for relocation by the June 24th Closing. We now need to clear the structures as inexpensively as possible in preparation for development.

We plan to request quotes from qualified parties that may be interested in acquiring and moving the buildings. We will also seek quotes from demolition contractors to clear any building(s) that remain.

Respectfully,

Robert Coleman, Director of Economic Development

Attachments: County Assessor Record
Google Earth Photographs





Oklahoma County Assessor's Public Access System

320 Robert S. Kerr #313
Oklahoma City, Ok 73102

Larry Stein
County Assessor
(405) 713-1215

All records are current as of close of previous working day.

Larry Stein-Oklahoma County Assessor Public Access System (405) 713-1200

Home	Contact Us	Guest Book	Map Search	New Search
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Real Property Display - Screen Produced 6/24/2019 9:46:00 AM

Account: R156507910	Type: Residential		Location: 2905 N WOODSIDE DR
Building Name/Occupant:		<input type="button" value="Map Parcel"/>	MIDWEST CITY
Owner Name 1:	FELIX & ALLEN INC	1/4 section #:	2539
Owner Name 2:		Parent Acct:	
Billing Address 1:	409 W BLUERDIGE DR	Tax District:	<input type="button" value="TXD 552"/>
Billing Address 2:		School System:	Mid-Del #52
City, State, Zip	MIDWEST CITY, OK 73110	Land Size:	1.32 Acres
Associated	Land Value: 9,768	Lot Dimensions:	Width Depth
<input type="button" value="Personal Property"/>		Treasurer:	<input type="button" value="Click to View Taxes"/>
Sect 35-T12N-R2W Qtr SW	UNPLTD PT SEC 35 12N 2W Block 000 Lot 000	<input type="button" value="Subdivision Sales"/>	

Full Legal Description: UNPLTD PT SEC 35 12N 2W 000 000 PT OF SW4 SEC 35 12N 2W N175FT OF E 1/2 OF SE4 OF SE4 OF SW4 TR 5

<input type="button" value="Photo & Sketch (if available)"/>	<input type="button" value="Comp Sales Address/Date/Price (ordered by relevancy)"/>	<input type="button" value="Report Coming Soon"/>												
	8912 NE 4TH ST MIDWEST CITY, OK 73110-7718 8813 NE 2ND ST MIDWEST CITY, OK 73110-7701 8816 NE 4TH ST MIDWEST CITY, OK 73110-7704 329 N DOUGLAS BLVD MIDWEST CITY, OK 73130-3201 8809 E MAIN ST MIDWEST CITY, OK 1121 CEDAR HILL PL MIDWEST CITY, OK 73110-7623	<table border="1"> <tr><td>09/02/2016</td><td>\$80,000</td></tr> <tr><td>06/09/2017</td><td>\$100,000</td></tr> <tr><td>03/05/2018</td><td>\$119,000</td></tr> <tr><td>08/19/2015</td><td>\$40,000</td></tr> <tr><td>02/14/2017</td><td>\$115,000</td></tr> <tr><td>02/16/2016</td><td>\$99,000</td></tr> </table>	09/02/2016	\$80,000	06/09/2017	\$100,000	03/05/2018	\$119,000	08/19/2015	\$40,000	02/14/2017	\$115,000	02/16/2016	\$99,000
09/02/2016	\$80,000													
06/09/2017	\$100,000													
03/05/2018	\$119,000													
08/19/2015	\$40,000													
02/14/2017	\$115,000													
02/16/2016	\$99,000													

Valuation History (*2019 Valuations subject to change until certified June 15, 2019)

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Tax	Tax Savings
2019	117,000	92,325	10,155	0	10,155	110.22	1,119.37	299.16
2018	121,000	87,929	9,672	0	9,672	110.22	1,066.07	400.96
2017	110,500	83,742	9,211	0	9,211	111.95	1,031.24	329.51
2016	101,000	79,756	8,772	0	8,772	115.06	1,009.44	268.88
2015	75,959	75,959	8,355	0	8,355	119.81	1,001.07	0.00

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Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R156507910	2015	5% Capped Account	0

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
8/4/2016	Hmstd Off &	13200	485	0	INNOVATIVE HOME RENOVATIONS INC	FELIX & ALLEN INC
8/9/2013	Deeds	12335	1052	34,500	FANNIE MAE	INNOVATIVE HOME RENOVATIONS INC
3/5/2013	Deeds	12215	818	56,500	NELON PAULA KAY	FANNIE MAE
12/8/2004	Hmstd Off &	9560	1983	0	NELON J L TRUST NELON PAULA KAY CO TRS	NELON PAULA KAY
Date	Type	Book	Page	Price	Grantor	Grantee
11/24/2004	Hmstd Off &	9560	1981	0	NELON J L CO TRUSTEES NELON STEVEN B CO TRS ETAL	NELON PAULA KAY

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Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2019	04/02/2019	117,000	92,325	10,156	0	10,156
2018	04/16/2018	121,000	87,929	9,672	0	9,672
2017	03/17/2017	110,500	83,742	9,211		
2016	03/28/2016	101,000	79,756	8,772	0	8,772
2014	04/02/2014	79,697	79,697	8,766	0	8,766

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Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
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No Building Permit records returned.

Click button on building number to access detailed information:

	Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
<input type="button" value="Click"/>	1	Improved	Ranch 1 Story	1958	1,544	1 Stories



DISCUSSION ITEM





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: Sara Hancock, Secretary

Date: July 9, 2019

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event 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.

Action is at the discretion of the Authority.

Sara Hancock

Sara Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION

