

WATER INFRASTRUCTURE AGREEMENT

This Water Infrastructure Agreement (hereinafter referred to as "Agreement") is made effective as of the latter signature date hereof (the "Effective Date") by and between The Midwest City Municipal Authority, (hereinafter referred to as "Authority") a public trust created for the benefit of the citizens of the City of Midwest City, a municipal corporation (hereinafter referred to as "City") and Oklahoma County Utility Services Authority, a public trust created pursuant to the authority at Title 60 of the Oklahoma Statutes, Sections 176-180.3, as amended, (hereinafter referred to as "Customer") (Authority and Customer being collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the City owns and the Authority operates a public water supply system that provides potable water to its customers (hereinafter referred to as "City System"); and

WHEREAS, the Customer operates a community public water supply system in Oklahoma County, known as Starview Public Water Supply System; and

WHEREAS, the Starview Public Water Supply System serves approximately eighty-five (85) customers at the Northeast corner of North Douglas and Northeast 16th Street in Midwest City, in Oklahoma County; and

WHEREAS, the Starview Public Water Supply System encompasses the area starting at the corner of North Douglas Boulevard and Northeast 16th Street, north to the railroad tracks and extends East to the Autumn Creek Villas, all in Midwest City, in Oklahoma County; and

WHEREAS, the Oklahoma State Environmental Agency (the Oklahoma Department of Environmental Quality) and the Customer, by and through its operator, Sooner Utilities, Inc. (hereinafter referred to as Customer's Operator) have entered into a Consent Order dated July 29, 2021; and

WHEREAS, the Consent Order found that the Customer was operating without an adequate secondary backup source; and

WHEREAS, the Consent Order requires the Customer to submit an approvable Corrective Action Plan; and

WHEREAS, the Customer has approached the Authority for assistance with a Corrective Action Plan; and

WHEREAS, the Public Water Supply owned by the City and operated by the Authority is located in and around the site of the Starview Public Water Supply; and

WHEREAS, the Customer and Authority have reached an agreement for the Public Water Supply owned by the City and operated by the Authority to provide potable water to the customers of the Starview Public Water Supply; and

WHEREAS, the Customer has contacted the Oklahoma Department of Environmental Quality who has expressed that such an agreement would meet the requirements of a Corrective Action Plan as required under the Consent Order; and

WHEREAS, the Customer, the City and the Authority desire to enter into a Water Infrastructure Agreement as expressly provided herein; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Agreement Term**. This agreement shall commence on the Effective Date and remain in effect until all Tasks and Transfers have been completed.
2. **Tasks**. The City, the Authority and the Customer shall work together to complete the following Tasks:
 - a. Notify each customer of the Starview Public Water Supply System of the need to disconnect and connect to the City Public Water Supply System.
 - b. Disconnect each connection to Customer's Starview Public Water Supply System.
 - c. Connect of each disconnection from Customer's Starview Public Water Supply System to the Public Water Supply System owned by the City and operated by the Authority.
 - d. Identify materials associated with both the Customer's service connection and the private service line downstream of the water meter as required to comply with the Environmental Protection Agency's 2021 Lead and Copper Rule Revisions.
 - e. Remove any and all of Customer's infrastructure necessary to ensure that no one will reconnect to Customer's Starview Public Water Supply System, with the exception of Customer's water well and appurtenances to said well.
 - f. Apply for grants from any source to obtain funding to assist the City, the Authority, the Customer and/or those being required to disconnect from the Starview Public Water Supply System and connect to the City Public Water Supply System.
3. **Transfer**. The City, the Authority, the Customer and the Customer's Operator shall work together to transfer the water well, its appurtenances, and any and all associated water rights for the Starview Public Water Supply System, owned by the Customer to the City and Authority.
4. **Customer's Responsibilities**. Upon completion of all disconnections from the Starview Public Water Supply System and connections to the City Public Water Supply System, the Customer shall:
 - a. Cease all operations of the Starview Public Water Supply System within the corporate city limits of the City of Midwest City; and
 - b. If the water well is not transferred to the City and Authority, abandon said well and have said well plugged in accordance with all State requirements.
5. **City Delegation**. The City and the Authority hereby delegates the authority to amend this agreement or to make any approvals under this agreement to the City Manager/Authority's General Manager. The City Manager/General Manager may delegate this authority to the Assistant City Manager, the Public Works Director or Assistant Public Works Director as necessary.
6. **Notices**. All notices required by this Agreement shall be in writing, delivered either in person or by first class mail to the following:

Midwest City Municipal Authority
c/o of the General Manager
100 N. Midwest Boulevard
Midwest City, OK 73110

The Oklahoma County Utility Services Authority
c/o Chris Byrom, Registered Agent
3134 N.W. 23rd Street
Oklahoma City, OK 73107

Sooner Utilities, Inc.
c/o Chris Byrom, Registered Agent
P.O. Box 958
Edmond, OK 73083-0958
(405) 285-5687

7. **General Provisions.**

- a. **Amendment.** Any Amendment to this Agreement shall be in writing and executed by the Customer, the Authority or designee and the City or City's designee.
- b. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Oklahoma and the City Ordinances of the City of Midwest City. Any matter filed concerning this Agreement shall be filed in the District Court for Oklahoma County after all administrative processes have been exhausted.
- c. **City Liability.** Any claims filed against the City shall be filed in accordance with the Oklahoma Governmental Tort Claims Act, Title 51 of the Oklahoma Statutes, Section 151 *et seq.*
- d. **No Creation of Rights.** The Customer hereby acknowledges that by entering into this agreement does not create any rights of the Customer to any property owned or under the control of the City, nor creates any rights to the City System. The City hereby acknowledges that this agreement does not create any rights of the City or the Authority, to any property owned by the Customer, unless specifically expressed herein.
- e. **Termination.** Either Party has the right to terminate this agreement by giving one-hundred and twenty (120) days written notice to the other party. Additionally, this agreement shall automatically terminate in the event the City of Oklahoma City extends water service to the Customer in accordance with the agreement entered into between the Customer and the City of Oklahoma City.
- f. **Complete Agreement.** The Parties agree that this is the complete Agreement and no statements, representations or discussions not set forth herein or not contained in any written Amendment shall be binding on the Parties and no Party is or shall be bound by any statement or representation that does not conform to this document. No agent or any Party to this Agreement has the authority to alter, modify or change this Agreement except as expressly provided herein. This

Agreement shall be read as a whole and shall not be interpreted either for or against either party.

- g. **Open Records Act.** Customer understands that all records of the City, including this Agreement are open to the public for inspection, review and mechanical reproduction in accordance with the Oklahoma Open Records Act, Title 51 of the Oklahoma Statutes, Section 24A.1 *et seq.*
- h. **Non-Transferable.** This Agreement cannot be transferred to any third party without written permission of the other party. Any attempt to transfer this Agreement to a third party without the written consent of the other party nullifies and makes void the Agreement.
- i. **Change in Ownership.** Should the Customer sell or transfer the property to a third-party, the new owner shall be required to obtain a new agreement from the City. Any new agreement will not be unreasonably denied.

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APPROVED by The Oklahoma County Utility Services Authority and signed by the Chair,

this 17th day of January, 2024.



Chair

Secretary

APPROVED by the City Council and signed by the Mayor for the City of Midwest City,
this 23 day of January, 2024.

Sara Hancock
City Clerk

[Signature]
Mayor

Approved as to form and legality:

[Signature]
City Attorney



APPROVED by the Midwest City Municipal Authority and signed by the Chair for the
Municipal Authority, this 23 day of January, 2024.

Sara Hancock
Secretary

[Signature]
Chair

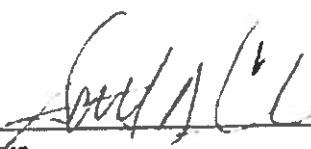
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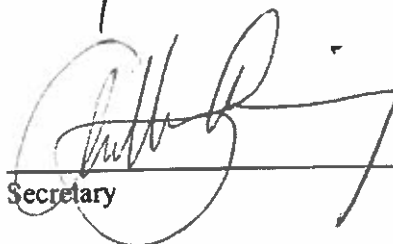
[Signature]
Authority Attorney



APPROVED by The Oklahoma County Utility Services Authority and signed by the Chair,

this 17th day of January, 2024.


Chair


Secretary

