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**MEMORANDUM OF AGREEMENT**  
**Between**  
**CITY OF MIDWEST CITY**  
**And**  
**CHOCTAW-NICOMA PARK SCHOOL DISTRICT**

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This Memorandum of Agreement (“MOU”) is made and entered into by and between the City of Midwest City (“Midwest City”), a municipal corporation organized pursuant to the laws of the State of Oklahoma and the Choctaw-Nicoma Park School District (“CNP”), a public school district, organized pursuant to the laws of the State of Oklahoma, both together hereinafter referred to as “Parties”.

**WHEREAS**, on April 18, 2022, the Superintendent for CNP sent a letter to Midwest City requesting potable water service only from Midwest City for a proposed new elementary school to be located on the Southside of Southeast 29<sup>th</sup> Street between Westminster and Anderson Roads (within the corporate City Limits of the City of Oklahoma City). Sewer was to be provided by an on-site sewage disposal system; and

**WHEREAS**, on May 2, 2022, the City Manager for the City of Midwest City sent a response letter to the Superintendent’s letter of April 18, 2022. In the response letter, the City Manager stated that Midwest City would be willing to enter into an agreement to supply water, provided CNP received approval from Oklahoma City to allow Midwest City to provide water; and

**WHEREAS**, in June of 2022, CNP acquired the property on the Southside of Southeast 29<sup>th</sup> Street between Westminster and Anderson Roads for the purposes of constructing a new elementary school; and

**WHEREAS**, in August of 2023 Midwest City adopted a sewer moratorium that covers a large portion of the Eastern side of Midwest City, including the area immediately adjacent to the North of the proposed elementary school site; and

**WHEREAS**, in September of 2023, CNP first approached Midwest City concerning providing sewer services to the proposed elementary school site, due to the Oklahoma Department of Environmental Quality’s stated denial of the on-site sewage disposal system; and

**WHEREAS**, Midwest City responded to the request and discussed the sewer moratorium; and

**WHEREAS**, in September of 2023, engineers for Midwest City and consultants on the



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elementary school construction had further discussions including the construction of a sewer line that would connect the proposed elementary school to the Midwest City sewer system outside the designated moratorium area; and

**WHEREAS**, in March of 2024, based on the recommendation of consultants for Midwest City, placed on the City Council Agenda for the March 26, 2024 City Council Meeting a proposed funding solution for the issues that caused the moratorium to be enacted; and

**WHEREAS**, at the March 26, 2024 City Council Meeting, the Midwest City, City Council chose to take no action on the proposed funding solutions, and to wait on a Citywide sewer study to be completed from the consultants for Midwest City; and

**WHEREAS**, Midwest City, City Council's determination to take no action on the proposed funding solutions to resolve the sewer moratorium issues failed to resolve the issues of CNP concerning the providing of sewer services to the proposed new elementary school; and

**WHEREAS**, on March 28, 2024, the parties had a frank discussion about the providing of sewer services by Midwest City for the new elementary school and the current moratorium; and

**NOW, THEREFORE**, in consideration of the mutual benefit to the Parties the following terms and conditions are hereby agreed upon:

That the Parties hereby agree to one option that CNP may exercise immediately and a second option that is contingent upon future actions of the City Council for the City of Midwest City.

**1. Option Immediately Available - Connection by CNP to the Midwest City Sewer System outside of the designated moratorium area.**

The Parties hereby agree that CNP may connect to the Midwest City Sewer System outside of the designated moratorium areas, provided the following requirements are met:

- a. The sewer line connecting the elementary school to the sewer system is hereby deemed a service line for the school. No other connections may be made to the service line.
- b. CNP is required to provide all maintenance to the service line connecting the elementary school to the sewer system.



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- c. CNP shall obtain permission from the City of Oklahoma City to allow Midwest City to provide sewer services to the elementary school.
  - d. CNP shall obtain and maintain all necessary easements for the installation of the service line.
  - e. The service line shall run on the Southside of Southeast 29<sup>th</sup> Street (in Oklahoma City) until the line is required to cross Southeast 29<sup>th</sup> Street to connect to the sewer system.
  - f. CNP shall incur the cost of construction and installation of the service line, including the costs of having a road bore constructed under Southeast 29<sup>th</sup> Street.
  - g. The Parties hereby recognize that the Central Oklahoma Master Conservancy District's raw water line from Lake Thunderbird to the Midwest City Water Treatment Plant is located between the elementary school and the connection to the sewer system outside the moratorium. CNP shall obtain all necessary and proper federal, state and local permits for construction and installation of the service line.
- 2. Option Available if Contingency is Met - Connection by CNP to the Midwest City Sewer System within the designated moratorium area.**

The Parties hereby agree that CNP may connect to the Midwest City Sewer System inside of the designated moratorium area, if the City Council votes to lift the moratorium prior to June 1, 2026 and provided the following requirements are met:

- a. The sewer line connecting the elementary school to the sewer system is hereby deemed a service line for the school. No other connections may be made to the service line.
- b. CNP is required to provide all maintenance to the service line connecting the elementary school to the sewer system.
- c. CNP shall obtain permission from the City of Oklahoma City to allow Midwest City to provide sewer services to the elementary school.



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- d. CNP shall obtain and maintain all necessary easements for the installation of the service line.
- e. The service line shall run on the Southside of Southeast 29<sup>th</sup> Street (in Oklahoma City) until the line is required to cross Southeast 29<sup>th</sup> Street to connect to the sewer system.
- f. CNP shall incur the cost of construction and installation of the service line, including the costs of having a road bore constructed under Southeast 29<sup>th</sup> Street.

**3. TERM**

This MOU shall be effective upon the date of the last signature contained herein. The initial term for this MOU shall be for one (1) year. The MOU may be extended by mutual agreement of the parties for up to five (5) additional one-year periods.

**4. ABIDE BY LAW**

The Parties agrees to faithfully abide by the ordinances, laws, rules and regulations of The City of Midwest City, the City of Oklahoma City, the State of Oklahoma, the United States of America, and all other applicable governmental agencies, and all amendments thereto, as terms of this Agreement regardless of jurisdictional limits. Failure of the Parties to so abide after notice and opportunity to correct any violation shall constitute a default. Nothing in this Agreement shall be interpreted as precluding any governmental agency or department from enforcing its laws, ordinances, rules or regulations in addition to remedies herein provided.

**5. NO SUBLEASE OR ASSIGNMENTS**

The Parties may not sublease or assign its Agreements stated within this MOU to any third party without written consent of the other Party.

**6. INDEMNIFICATION**

Both Parties are government subdivisions of the State of Oklahoma. Both Parties are





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covered under the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, Section 151 *et seq.*, in the event any damage claims arises due to any action or inaction undertaken by any party to this MOU. Any claim for damages due to any action or inaction pursuant to this MOU by any Party or any third party shall comply with procedures and requirements set forth in the Oklahoma Governmental Tort Claims Act.

**7. TERMINATION**

A. This MOU shall terminate upon the parties entering into a Sewer Services Agreement and the connection of the school to the City of Midwest City Sewer System.

B. Prior to the entering of the Sewer Services Agreement and connection to the City of Midwest City Sewer System, either Party may only request termination this MOU for "just cause". For the purposes of this MOU the term "just cause" shall mean, a situation or condition for either party that arises outside the control of said party, including, but not limited to: Acts of God, *Force Majeure*, financial insolvency, or other similar conditions.

C. If either Party determines that termination of this MOU may be necessary, said Party shall contact, in writing, the other Party. Prior to any termination of this MOU, the Parties shall meet, in good faith, to attempt to negotiate any and all outstanding issues. If the negotiations do not resolve all remaining issues, then this MOU may be terminated upon one-hundred and eighty (180) day written notice by one party to the other party.

**8. EFFECTIVE**

The effective date of this Agreement shall be upon the latter of execution hereof by the last party hereto.

**9. TIME OF ESSENCE**

It is expressly agreed by all parties hereto that time shall be deemed to be of the essence of this Agreement.



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**10. AMENDMENT**

This Agreement may not be amended except by express written agreement of all parties hereto.

**11. VOID**

Should it be determined that any provision or the application of any provision of this Agreement to any party is prohibited by law such prohibition shall not affect the validity of the remaining provisions of this Agreement or its effectiveness against the remaining parties.

**12. NOTICE**

(a) Any notices or other communications for the parties pursuant to the provisions hereof shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The City of Midwest City:

Tim Lyon  
City Manager  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110

Choctaw-Nicoma Park School System:

David Reid  
Super Intendent  
12880 Northeast 10<sup>th</sup> Street  
Choctaw, OK 73020

**13. WHOLE AGREEMENT**

It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or any party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

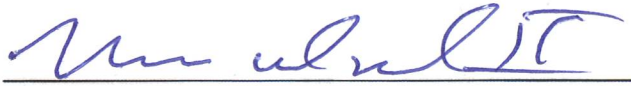


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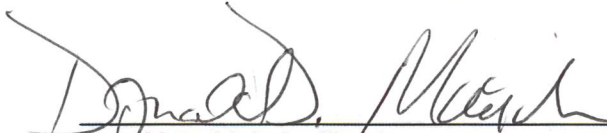
This MOU is hereby approved by the City of Midwest City and signed by the Mayor for the City of Midwest City this 27<sup>th</sup> day of April, 2024.



  
MATTHEW D. DUKES, II  
MAYOR

  
Sara Hancock, City Clerk

Approved as to form and legality:

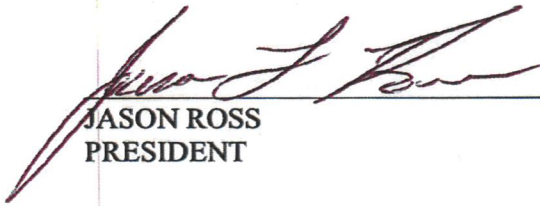
  
Donald D. Maisch, City Attorney

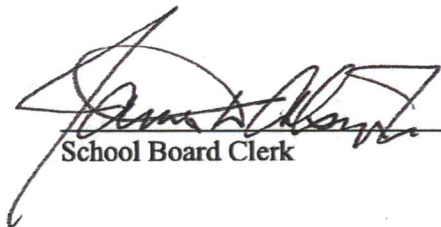


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This MOU is hereby approved by the Choctaw-Nicoma Park School Board and signed by the Chair for the School Board this \_\_\_\_ day of \_\_\_\_\_, 2024.

  
\_\_\_\_\_  
JASON ROSS  
PRESIDENT

  
\_\_\_\_\_  
School Board Clerk

Approved as to form and legality:

\_\_\_\_\_  
School Board Attorney

