



**AGENDA FOR THE REGULAR MEETING  
OF THE MOORE CITY COUNCIL  
MOORE PUBLIC WORKS AUTHORITY  
THE MOORE RISK MANAGEMENT BOARD  
AND THE MOORE ECONOMIC DEVELOPMENT AUTHORITY  
DECEMBER 16, 2024 – 6:30 P.M.  
301 N. BROADWAY**

*The City of Moore encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability (such as a hearing or speech disability) notification to the City Clerk at least forty-eight (48) hours prior to the scheduled public meeting is encouraged to allow the City to make the necessary accommodation.*

1) **CALL TO ORDER**

- A) Roll Call
- B) Pledge of Allegiance
- C) Presentation honoring Jason Blair for his service on the Moore City Council

2) **CONSENT DOCKET:** These items are placed on the Consent Docket so the council members, by unanimous consent, can approve routine agenda items by one motion. If any council member requests to discuss an item(s), or if there is not unanimous consent, then the item(s) will be removed and heard in regular order.

- A) Receive and approve the minutes of the regular City Council meeting held December 2, 2024. **Page 7**
- B) Receive the minutes of the regular Parks Board meeting held October 1, 2024. **Page 17**
- C) Accept 129.84 sq. ft. of temporary construction easement from Del Real, LLC, a California limited liability company for construction of the NE 12<sup>th</sup> Street (I-35 to Eastern Avenue) Project. **Page 22**
- D) Accept 549.86 sq. ft. of temporary construction easement from Triveni, LLC, an Oklahoma limited liability company for construction of the NE 12<sup>th</sup> Street (I-35 to Eastern Avenue) Project. **Page 33**
- E) Accept 167.84 sq. ft. of temporary construction easement from Hosomaki Investments, LLC, for construction of the NE 12<sup>th</sup> Street (I-35 to Eastern Avenue) Project. **Page 42**

- F) Accept 229.17 sq. ft. of temporary construction easement from Hosomaki Investments, LLC, for construction of the NE 12<sup>th</sup> Street (I-35 to Eastern Avenue) Project. **Page 55**
- G) Approve and ratify claims and expenditures for FY 2024-2025 in the amount of \$4,083,989.19. **Page 69**

ACTION: \_\_\_\_\_

- 3) Consider acceptance of the City's Financial Audit Report for the fiscal year ended June 30, 2024. **Finance**

ACTION: \_\_\_\_\_

- 4) Consider adoption of Resolution No. 102(24) approving and affirming an Addendum to Lease/Purchase Agreement and authorizing the execution of the same; acknowledging assignment of interest; and authorizing city officials to execute any and all necessary documents in connection with the aforementioned transaction. **Management Page 127**

ACTION: \_\_\_\_\_

- 5) Consider approval of the City of Moore Home Repair Program Manual. **Capital Planning & Resiliency ("HUD") Page 131**

ACTION: \_\_\_\_\_

- 6) Consider approval of an agreement with Eagle Consultants, Inc. in the amount of \$1,968,000 for professional engineering services for the Wastewater Treatment Plant Effluent Discharge Pipeline Relocation Project. **Management Page 142**

ACTION: \_\_\_\_\_

- 7) Consider approval of Amendment No. 2 to the Agreement with Meshek and Associates in the amount of \$13,400 for design revisions to the channel bottom for the SE 4<sup>th</sup> and Bryant Avenue Street and Drainage Improvement Project. **Management Page 176**

ACTION: \_\_\_\_\_

- 8) Consider authorizing City Staff to solicit proposals from qualified firms to update the Moore Land Development Code. **Community Development Page 179**

ACTION: \_\_\_\_\_

- 9) Consider approval of a change order totaling \$6,428.84 to Silver Star Construction, under the FY 24-25 Public Works Maintenance contract, for the replacement of cracked concrete walking trail panels and installation of ADA-compliant bench locations at Veterans Memorial Park due to an increase in labor and construction costs. **Parks and Recreation Page 180**

ACTION: \_\_\_\_\_

- 10) Consider approval for the Parking Lot Enhancement of the NW Buck Thomas Parking Lot and Kiwanis Park Parking Lot in the estimated amount of \$958,899.80 utilizing Silver Star Construction, under the FY 24-25 Public Works Maintenance Contract. **Parks and Recreation Page 183**

ACTION: \_\_\_\_\_

- 11) Consider approval of a Sports Association Agreement for the 2025 Moore Table Tennis Program at the Moore Community Center. **Parks and Recreation Page 184**

ACTION: \_\_\_\_\_

- 12) Consider approval of a Sports Association Agreement for the 2025 Moore Youth Baseball Program held at Buck Thomas Park. **Parks and Recreation Page 200**

ACTION: \_\_\_\_\_

- 13) Consider approval of a Sports Association Agreement for the 2025 Moore Youth Soccer Program held at Buck Thomas Park and Quail Ridge Park. **Parks and Recreation Page 216**

ACTION: \_\_\_\_\_

- 14) Consider approval of a Sports Association Agreement for the 2025 Moore Youth Girls Softball Program held at Buck Thomas Park. **Parks and Recreation Page 232**

ACTION: \_\_\_\_\_

- 15) Consider approval of a Sports Association Agreement for the 2025 Moore Football Program held at Buck Thomas Park. **Parks and Recreation Page 248**

ACTION: \_\_\_\_\_

- 16) Consider approval of the change to VOYA Financial as the provider for the City's retirement plan as presented at the September 16, 2024 Council meeting. **Human Resources Page 265**

ACTION: \_\_\_\_\_

- 17) Consider approval of an agreement for administrative services by Pension Solutions for the VOYA Financial Retirement Plan. **Human Resources Page 273**

ACTION: \_\_\_\_\_

- 18) Consider approval of a group annuity contract with Standard Insurance Company allowing the City's Deferred Compensation Plan 401(a) to recoup the exit charges levied by Empower due to the transfer of the plan to VOYA Financial without financial loss to the Plan. **Human Resources Page 289**

ACTION: \_\_\_\_\_

- 19) Considering appointing Kathy Griffith, Melissa Hunt, and Sid Porter to the Mayor's Committee to study Community Identity. **Management**

ACTION: \_\_\_\_\_

**RECESS THE CITY COUNCIL MEETING AND CONVENE THE MOORE PUBLIC WORKS AUTHORITY MEETING.**

- 20) CONSENT DOCKET:

- A) Receive and approve the minutes of the regular Moore Public Works Authority meeting held December 2, 2024.
- B) Ratify action of the City Council regarding changing the City's retirement plan provider to VOYA Financial.
- C) Ratify action of the City Council regarding an agreement for administrative services by Pension Solutions for the VOYA Financial retirement plan.
- D) Ratify action of the City Council regarding a group annuity contract with Standard Insurance Company allowing the City's Deferred Compensation Plan 401(a) to recoup the exit charges levied by Empower due to the transfer of the plan to VOYA Financial without financial loss to the Plan.
- E) Approve and ratify claims and expenditures for FY 2024-2025 in the amount of \$1,876,061.13. **Page 302**

ACTION: \_\_\_\_\_



- 21) Consider approval of an Excess Public Officials and Employment Practices Liability policy with Richmond National Insurance Company in the amount of \$47,597.19 with Glenn Harris and Associates as agent. **Risk Management Page 312**

ACTION: \_\_\_\_\_

- 22) Consider approval of the Property and Contents Insurance policy through OMAG, an Excess Property and Contents Insurance policy with \$45 million of coverage through Peachtree Insurance, Excess Flood Insurance policy, Option 3, with \$500,000 sublimit per building of coverage through Voyager Indemnity Insurance Company, Cyber Liability Insurance through Underwriters at Lloyd's, and Physical Damage coverage for the City's sanitation trucks, fire trucks, and mobile command unit through RLI with a total premium for all coverage in the amount of \$970,251.57, with Russell Hollingsworth of Dillingham Insurance as agent. **Risk Management Page 319**

ACTION: \_\_\_\_\_

**RECESS THE MOORE PUBLIC WORKS AUTHORITY MEETING AND CONVENE THE MOORE RISK MANAGEMENT MEETING:**

- 23) CONSENT DOCKET:
- A) Receive and approve the minutes of the regular Moore Risk Management meeting held December 2, 2024.
  - B) Approve and ratify claims and expenditures for FY 2024-2025 in the amount of \$81,419.87. **Page 333**

ACTION: \_\_\_\_\_

**RECESS THE MOORE RISK MANAGEMENT MEETING AND CONVENE THE MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING:**

- 24) ROLL CALL
- 25) CONSENT DOCKET:
- A) Receive and approve the minutes of the regular Moore Economic Development Authority meeting held November 18, 2024. **Page 342**

ACTION: \_\_\_\_\_

- 26) Consider adoption of Resolution No. 29(24) approving an Addendum to Lease/Purchase Agreement between the Authority and the City of Moore, Oklahoma; acknowledging assignment of interest; authorizing and directing the execution of the documents relating to the transaction; and containing other provisions relating thereto. **Management Page 343**

ACTION: \_\_\_\_\_

**RECESS THE MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING AND RECONVENE THE CITY COUNCIL MEETING:**

27) NEW BUSINESS:

- A) Citizens' forum for items not on the agenda.
- B) Items from the City Council/Trustees.
- C) Items from the City/Trust Manager.

28) ADJOURNMENT

POSTED THIS 10<sup>TH</sup> DAY OF DECEMBER 2024 AT 3:00 P.M. ON THE BULLETIN BOARD OF CITY HALL, LOCATED AT 301 NORTH BROADWAY, MOORE, OKLAHOMA. NAME OF PERSON POSTING THIS NOTICE.

*Rhonda Baxter*

\_\_\_\_\_  
RHONDA BAXTER, EXECUTIVE ASSISTANT

**MINUTES OF THE REGULAR MEETING OF  
OF THE MOORE CITY COUNCIL  
THE MOORE PUBLIC WORKS AUTHORITY  
AND THE MOORE RISK MANAGEMENT BOARD  
DECEMBER 2, 2024 – 6:30 P.M.**

The City Council of the City of Moore met in the City Council Chambers, 301 North Broadway, Moore, Oklahoma on December 2, 2024 at 6:30 p.m. with Mayor Mark Hamm presiding.

*Adam Webb*  
*Councilman, Ward I*

*Kathy Griffith*  
*Councilwoman, Ward I*

*Melissa Hunt*  
*Councilwoman, Ward II*

*Rob Clark*  
*Councilman, Ward II*

*Sid Porter*  
*Councilman, Ward III*

*Louie Williams*  
*Councilman, Ward III*

PRESENT: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm

ABSENT: None

STAFF MEMBERS PRESENT: City Manager, Brooks Mitchell; Assistant City Manager, Jerry Ihler; City Attorney, Brian Miller; City Clerk, Vanessa Kemp; Community Development Director, Elizabeth Weitman; Finance Director, John Parker; Fire Chief Greg Herbster; Emergency Management Director, Gayland Kitch; Human Resource Director, Christine Jolly; ; Information Technology Director, David Thompson; Parks and Recreation Director, Sue Wood; Police Chief Todd Gibson; Project-Grants Manager, Kahley Gilbert; Public Affairs Director/Assistant City Manager, Deidre Ebrey; and Supervisor for Animal Control, John Fryrear.

**Agenda Item Number 2 being:**

CONSENT DOCKET:

- A) RECEIVE AND APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD NOVEMBER 18, 2024.
- B) ACCEPT ONE PUBLIC DRAINAGE, TWO PUBLIC WATERLINE AND TWO PUBLIC SEWERLINE EASEMENTS LOCATED IN THE NW/4 OF SECTION 34, T10N, R3W, TO SERVE SENDERA LAKES ADDITION, SECTION 4. APPLICATION BY ODOM NORTHWEST, LLC/DAVID ODOM.
- C) ACCEPT A PUBLIC WATERLINE EASEMENT LOCATED IN THE NW/4 OF SECTION 13, T10N, R3W, TO SERVE THE MOORE INDOOR PRACTICE FACILITY AT MOORE HIGH SCHOOL. APPLICATION BY MOORE INDEPENDENT SCHOOL DISTRICT.
- D) APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2024-2025 IN THE AMOUNT OF \$2,399,037.88.

**Councilwoman Griffith moved to approve Consent Docket Items A-D, second by Councilman Williams. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm

Nays: None

**Agenda Item Number 3 being:**

CONSIDER APPROVAL FOR THE REPLACEMENT OF CRACKED AND DETERIORATING CONCRETE WALKING TRAIL PANELS AT LITTLE RIVER PARK BY SILVER STAR CONSTRUCTION, UNDER THE FY 24-25 PUBLIC WORKS MAINTENANCE CONTRACT, IN THE AMOUNT OF \$55,948.22.

Sue Wood, Parks and Recreation Director, stated that the item was for replacement of the section of the walking trail located near the creek on the north side of Little River Park. Ms. Wood advised that the trail will be moved to the south so it isn't as close to the creek bank. She indicated that the area has been closed but will be reopened following replacement of the deteriorating concrete panels.

**Councilman Webb moved to approve the replacement of cracked and deteriorating concrete walking trail panels at Little River Park by Silver Star Construction, under the FY 24-25 Public Works Maintenance contract, in the amount of \$55,948.22, second by Councilman Clark. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**Agenda Item Number 4 being:**

CONSIDER AWARDDING BID NO. 2025-004 TO CONFIDENCE FORD IN THE AMOUNT OF \$273,840, AS THE LOWEST BIDDER, FOR THE BUDGETED PURCHASE OF SIX (6) FLEET VEHICLES.

Police Chief Todd Gibson stated that Agenda Items 4 through 7 are companion items relating to the budgeted purchase and equipping of six police vehicles. Chief Gibson indicated that Confidence Ford submitted the lowest bid in the amount of \$273,840. Councilman Williams asked what type of vehicles would be purchased and when to expect delivery. Chief Gibson advised the vehicles requested are 2025 Ford interceptor vehicles. He indicated that Confidence Ford has three on the lot which can be obtained immediately; however, there is a wait list on the three remaining vehicles.

**Councilman Williams moved to award Bid No. 2025-004 to Confidence Ford in the amount of \$273,840, as the lowest bidder, for the budgeted purchase of six (6) fleet vehicles, second by Councilwoman Hunt. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**Agenda Item Number 5 being:**

CONSIDER AUTHORIZING THE PURCHASE OF SIX (6) IN-CAR VIDEO SYSTEMS AND RELATED EQUIPMENT FROM MOTOROLA SOLUTIONS D/B/A WATCHGUARD IN THE AMOUNT OF \$44,093.60 USING NASPO CONTRACT NO. SW1057/7063.

**Councilman Williams moved to authorize the purchase of six (6) in-car video systems and related equipment from Motorola Solutions d/b/a Watchguard in the amount of \$44,093.60 using NASPO Contract No. SW1057/7063, second by Councilman Webb. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**Agenda Item Number 6 being:**

CONSIDER AUTHORIZING THE PURCHASE OF SAFETY EQUIPMENT FOR INSTALLATION ON SIX (6) PATROL VEHICLES FROM FLEET SAFETY EQUIPMENT INC. D/B/A DANA SAFETY SUPPLY IN THE AMOUNT OF \$82,692.48 USING STATE CONTRACT NO. SW0142.

**Councilman Williams moved to authorize the purchase of safety equipment for installation on six (6) patrol vehicles from Fleet Safety Equipment Inc. d/b/a Dana Safety Supply in the amount of \$82,692.48 using State Contract No. SW0142, second by Councilwoman Hunt. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**Agenda Item Number 7 being:**

CONSIDER AUTHORIZING THE PURCHASE OF SIX (6) MOBILE RADIOS FROM L3HARRIS TECHNOLOGIES INC. IN THE AMOUNT OF \$33,732.00 USING STATE CONTRACT NO. SW1053 MINUS 30% PLUS ADDITIONAL \$1000 OFF USING THE SYSTEM PURCHASE AGREEMENT BETWEEN THE HARRIS CORPORATION AND THE CITY OF NORMAN, REFERENCE MBP NO. 16075.

**Councilman Williams moved to authorize the purchase of six (6) mobile radios from L3Harris Technologies Inc. in the amount of \$33,732.00 using State Contract No. SW1053 minus 30% plus additional \$1000 off using the System Purchase Agreement between the Harris Corporation and the City of Norman, Reference MBP No. 16075, second by Councilman Webb. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**Agenda Item Number 8 being:**

CONSIDER DECLARING TEN (10) FIREARMS AS SURPLUS AND AUTHORIZE THE POLICE DEPARTMENT TO DISPOSE OF THE SURPLUS FIREARMS FOR CREDIT TOWARD THE PURCHASE OF NEW FIREARMS AND FIREARM RELATED ACCESSORIES.

Police Chief Todd Gibson advised that the police department armory houses numerous weapons which the police department has been working on to downsize to a handgun platform and a rifle platform. The ten firearms referenced in the agenda item have been in inventory since 1990 and have not been used. They have been kept in storage due to the difficulty in getting rid of them since they are heavily regulated by the ATF and fall under the parameters of the National Firearms Act. Chief Gibson stated that staff had been working with a Class 3 dealer and the City's legal department to develop a process whereby the dealer can take possession of the firearms in exchange for store credit, which can be used to supply and maintain the police department's current inventory of firearms.

**Councilman Webb moved to declare ten (10) firearms as surplus and authorize the Police Department to dispose of the surplus firearms for credit toward the purchase of new firearms and firearm related accessories, second by Councilman Williams. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**Agenda Item Number 9 being:**

CONSIDER APPROVAL OF THE 2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND ADOPT RESOLUTION NO. 100(24) SUBMITTING AID REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Kahley Gilbert, Project-Grants Manager, advised that a Consolidated Annual Performance and Evaluation Report ("CAPER") is submitted to HUD following each program year. The item is for approval of the 2023 CAPER for the program year ending September 2024 in which the City was awarded \$343,817 in Entitlement funds with \$72,060 remaining in unallocated CDBG-CV funds. Ms. Gilbert stated that the following projects received grant funding:

1. Home-delivered meals
2. Counseling for sexually abused children
3. Youth counseling
4. Forensic interviews for children
5. Fair housing services
6. Substance abuse counseling
7. Utility assistance
8. Emergency home repair program
9. Reconstruction of sewer lines in the Southgate Addition.

Ms. Gilbert advised that 778 residents benefited from the funding. She noted \$23,415.16 in unused entitlement funds will be rolled over into next year's infrastructure project.

**Councilman Williams moved to approve the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) and adopt Resolution No. 100(24) submitting aid report to the U.S. Department of Housing and Urban Development, second by Councilman Clark. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**Agenda Item Number 10 being:**

CONSIDER APPROVAL OF A CONTRACT WITH PRECISION CONCRETE CUTTING FOR TRIP HAZARD ASSESSMENT AND HORIZONTAL SAW CUTTING AND SHAVING SERVICES AT VARIOUS SIDEWALK LOCATIONS THROUGHOUT THE CITY, IN THE AMOUNT OF \$98,762.98, USING THE TIPS CONTRACT (THE INTERLOCAL PURCHASING SYSTEM, NO. 23010401).

Jerry Ihler, Assistant City Manager, stated that the item is for continuation of the sidewalk repair project with Precision Concrete Cutting that began last fiscal year. Precision will remove off-set concrete trip hazards from 1¼ to 2 inches in size. Mr. Ihler indicated that the cost for the repairs in Wards 1 and 2 will be approximately \$34,000 each and \$30,000 in Ward 3.

Councilman Webb felt that Precision Concrete did a good job in smoothing the sidewalks and making it easier to traverse. Mayor Hamm asked if the company will notify the City if they see an areas that are particularly bad. Mr. Ihler stated that depending on the size of the area found the company may replace the entire concrete panel or notify the City of the necessary repair. Councilman Clark asked if an

assessment is made before work is performed. Mr. Ihler stated that Precision Concrete Cutting initially performed an assessment prior to the first project for repairs which began last year.

**Councilman Webb moved to approve a contract with Precision Concrete Cutting for trip hazard assessment and horizontal saw cutting and shaving services at various sidewalk locations throughout the City, in the amount of \$98,762.98, using the TIPS Contract (The Interlocal Purchasing System, No. 23010401), second by Councilwoman Griffith. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**Agenda Item Number 11 being:**

CONSIDER APPROVAL OF ORDINANCE NO. 1057(24) AMENDING PART 4, ANIMALS; CHAPTER 1, GENERAL PROVISIONS, ARTICLE A, ANIMAL REGULATIONS; SECTION 4-104 KEEPING AND RAISING OF FOWL BY PROVIDING FOR REQUIREMENTS TO BE MET FOR THE KEEPING AND RAISING OF FOWL IN THE CITY LIMITS; AND AMENDING SECTION 4-107 BY LIMITING THE NUMBER OF ANIMALS ALLOWED PER LOT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR A REPEALER.

Brooks Mitchell, City Manager, advised that the proposed ordinance was presented to the City Council for review and recommended changes prior to the final draft being submitted for consideration. Mr. Mitchell stated that John Fryrear, Animal Control Supervisor, was in attendance to answer any questions.

Councilman Webb confirmed that with only 20 permits allowed for the first year the maximum number of chickens allowed would be 80. He expressed appreciation for the research and time that went into preparing the ordinance for Council's consideration.

Councilman Porter stated that he had been contacted by citizens who wanted to know how staff determined the number of permits that would be allowed. Mr. Mitchell stated that the number of permits was set at what was considered a manageable level until the amount of interest, additional workload placed on Animal Control, and solutions to unexpected issues, could be determined.

Councilman Williams asked how the permitting process would work. Mr. Fryrear stated that a permit application will be available at the Animal Shelter for \$50. Animal Control will inspect the property to determine if there is adequate space for a chicken coop since it must be a certain distance from neighboring homes, and to verify the number of animals at the residence. After the coop has been constructed a second visit would occur to ensure the coop was constructed according to specifications and that it was built to prevent vermin. Mr. Fryrear stated that if the requirements are met a permit can be issued at that time. Councilman Clark asked if routine inspections would occur once the coop is constructed and the permit issued. Mr. Fryrear indicated that a reinspection may occur in response to a complaint. Councilman Porter verified his understanding that the ordinance restricts the total number of animals allowed to four.

**Citizens to Speak:**

Jordan Hodgden, 126 Platt Lane, reviewed the reasons why citizens should be allowed to have backyard laying hens:

1. It is the best way to manage pests and fertilizer without chemicals.
2. Children should be allowed to learn where their food comes from and how to care for animals properly.
3. Food security.

Ms. Hodgden advised that they previously presented a petition with nearly 500 signatures in support of allowing backyard chickens. She stated that although she felt the ordinance was too restrictive, she still wanted to request Council's approval.

Patrice Williams, 1061 NW 6<sup>th</sup>, was in favor of allowing backyard chickens but felt that the ordinance was written to require the expense of a permit fee, construction of a chicken coop, and the cost of taking a class with the possibility that if they don't pass the second inspection, they wouldn't receive the permit. Ms. Williams asked for the definition of an animal and clarification on welfare courses. She felt that the item should be tabled so that the ordinance could include additional clarification.

Mayor Hamm asked if anyone present wished to speak on the item. Chelsie McClain, 2945 Woodlawn Drive, indicated her only concern with the ordinance was the limitation to a total of four animals. She stated that chickens are not solitary animals and cannot live alone. She also stated that by limiting the number of permits to 20 too few people would be able to own chickens. Ms. McClain also felt that it was unnecessary for Animal Control to come onto her property to perform measurements for the coop since the information can be found in County records.

Mayor Hamm asked if City staff was prepared to begin the process immediately if the ordinance passes. Brooks Mitchell, City Manager, stated that the ordinance would not go into effect for 30 days after passage. Mr. Fryrear indicated that one of the reasons for limiting the number of permits is due to avian flu. He advised that the virus can be contracted by humans and animals and can be deadly. Mr. Fryrear also noted that chickens can attract unwanted vermin into the City.

Councilman Clark asked about housing chickens. Mr. Fryrear stated that to prevent the possible spread of infection, chickens that test positive must be separated limiting the amount of available space.

Jericho Monte, 600 SW 2<sup>nd</sup>, asked about the policy being used against someone. Councilman Williams stated that the purpose of the ordinance is to try and protect the community by managing the situation. Councilman Webb commented that there are other locations better suited for this type of lifestyle. Living in a confined space close to neighbors requires some consideration of others rather than personal preferences. Councilwoman Hunt indicated that Animal Control responds to complaints and would not be knocking on doors to verify the number of animals someone owns. Councilman Williams stated that there are areas of the City zoned agricultural with 2-acre properties which is a totally different concept for raising chickens than a residential lot. He added that the ordinance was written as a starting point to determine how allowing backyard chickens can be managed. Councilman Webb noted that the requirement of a class was added to prevent abuse to animals and teach owners how to care for the chickens properly.

**Councilman Webb moved to approve Ordinance No. 1057(24) amending Part 4, Animals; Chapter 1, General Provisions, Article A, Animal Regulations; Section 4-104 Keeping and Raising of Fowl by providing for requirements to be met for the keeping and raising of fowl in the City limits; and amending Section 4-107 by limiting the number of animals allowed per lot; providing for severability; and providing for a repealer, second by Councilwoman Hunt. Motion failed by majority vote.**

Ayes: Hunt, Webb, Hamm  
Nays: Griffith, Porter, Williams, Clark

Mayor Hamm thanked everyone for their attendance and comments on the item.



**Agenda Item Number 12 being:**

CONSIDER ADOPTING RESOLUTION NO. 101(24) ACCEPTING THE REGIONAL SAFETY ACTION PLAN ("RSAP") RECENTLY ADOPTED AT THE NOVEMBER ACOG BOARD MEETING ALLOWING ACOG AND ITS MEMBER COMMUNITIES (IN THE TRANSPORTATION MANAGEMENT AREA) TO APPLY FOR SAFE STREETS AND ROADS FOR ALL ("SS4A") IMPLEMENTATION GRANTS.

Jerry Ihler, Assistant City Manager, stated that Resolution No. 101(24) would adopt the Association of Central Oklahoma Governments ("ACOG") Regional Safety Action Plan. The plan adopts a Vision Zero Policy with the goal of eliminating traffic deaths or serious injuries to zero by the year 2050. Adopting the resolution would allow the City to apply for U.S. Department of Transportation Safe Streets and Roads funding.

**Councilman Webb moved to adopt Resolution No. 101(24) accepting the Regional Safety Action Plan ("RSAP") recently adopted at the November ACOG Board meeting allowing ACOG and its member communities (in the Transportation Management Area) to apply for Safe Streets and Roads for All ("SS4A") implementation grants, second by Councilman Clark. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**Agenda Item Number 13 being:**

APPROVE THE ISSUANCE OF A \$500 END-OF-YEAR STIPEND FOR ALL REGULAR AND PROBATIONARY FULL-TIME ACTIVE EMPLOYEES, AS WELL AS, ALL REGULAR PART-TIME ACTIVE EMPLOYEES RECEIVING BENEFITS AS OF DECEMBER 1, 2024; AND A \$250 END-OF-YEAR STIPEND FOR ALL OTHER ACTIVE PART-TIME EMPLOYEES AS OF DECEMBER 1, 2024 PER CITY RESOLUTION NO. 70(23).

Brooks Mitchell, City Manager, stated that an end-of-year stipend has been considered by the City Council for the past several years as an acknowledgement of the work that the employees do. Mr. Mitchell recommended approval of the item.

Councilman Porter asked if the fire and police employees would also receive the stipend. Mr. Mitchell indicated that they would.

**Councilwoman Hunt moved to approve the issuance of a \$500 end-of-year stipend for all regular and probationary full-time active employees, as well as, all regular part-time active employees receiving benefits as of December 1, 2024; and a \$250 end-of-year stipend for all other active part-time employees as of December 1, 2024 per City Resolution No. 70(23), second by Councilman Williams. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

Mayor Hamm expressed his appreciation for the work the employees do for the City.

**THE CITY COUNCIL MEETING WAS RECESSED AND THE MOORE PUBLIC WORKS AUTHORITY MEETING WAS CONVENED AT 7:17 P.M.**

**Agenda Item Number 14 being:**

CONSENT DOCKET:

- A) RECEIVE AND APPROVE THE MINUTES OF THE REGULAR MOORE PUBLIC WORKS AUTHORITY MEETING HELD NOVEMBER 18, 2024.
- B) APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2024-2025 IN THE AMOUNT OF \$570,389.05

**Trustee Williams moved to approve Consent Docket Items A and B, second by Trustee Webb. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**THE MOORE PUBLIC WORKS AUTHORITY MEETING WAS RECESSED AND THE MOORE RISK MANAGEMENT MEETING WAS CONVENED AT 7:18 P.M.**

**Agenda Item Number 15 being:**

CONSENT DOCKET:

- A) RECEIVE AND APPROVE THE MINUTES OF THE REGULAR MOORE RISK MANAGEMENT MEETING HELD NOVEMBER 18, 2024.
- B) APPROVE PAYMENT OF A WORKERS COMPENSATION SETTLEMENT IN THE AMOUNT OF \$43,000 FOR CBR NO. 2050001005 TO VERNON BOYCE; AND AUTHORIZE PLACEMENT ON THE AD VALOREM TAX ROLL.
- C) APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2024-2025 IN THE AMOUNT OF \$429,693.76.

**Trustee Hunt to approve Consent Docket Items No. A-C, second by Trustee Griffith. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**THE MOORE RISK MANAGEMENT MEETING WAS RECESSED AND THE CITY COUNCIL MEETING RECONVENED WITH MAYOR MARK HAMM PRESIDING AT 7:18 P.M.**

**Agenda Item Number 16 being:**

NEW BUSINESS:

- A) CITIZENS' FORUM FOR ITEMS NOT ON THE AGENDA.

Pat Burrough, 2721 Little Lane, stated that she had previously requested a lot split to split off a property that contained a two bedroom home which was addressed as 750 NE 27<sup>th</sup>. In May 2023 the City of Moore required her to have the home demolished. Ms. Burrough asked that the demolition fee be waived and that the City extend water and sewer service to 750 NE 27<sup>th</sup> so that she can sell the property and use the money to make improvements to her home. Mayor Hamm requested that the City Manager check into the situation and report back to the City Council.

B) ITEMS FROM THE CITY COUNCIL/MPWA TRUSTEES.

Councilman Webb thanked staff for the trees that were planted along Eastern Avenue. He stated he had received several phone calls from citizens who were pleased to see them. He also expressed appreciation to the City crews that erected Christmas decorations throughout the City.

Mayor Hamm announced that the Christmas Spectacular will be held at Central Park on December 6, 2024 beginning at 6:30 p.m. and ending with a fireworks show. The Old Town Christmas Parade of Lights will be held on December 7, 2024 at 6:00 p.m.

Councilmembers Williams and Porter expressed their appreciation to those staff members who put their time and effort into researching and preparing the backyard chicken ordinance

C) ITEMS FROM THE CITY/TRUST MANAGER.

Brooks Mitchell, City Manager, advised that the millage rate in the City dropped from 15.45 to 14.5 mills due to managing the incremental issuance of the bonds.

**Agenda Item Number 17 being:**

EXECUTIVE SESSION:

A) DISCUSS, CONSIDER, AND IF DEEMED APPROPRIATE, TAKE POSSIBLE ACTION REGARDING PENDING CLAIM BY DANIEL DAVIS ON BEHALF OF RACHEL LAMBERT AGAINST THE CITY OF MOORE; AND AUTHORIZATION FOR LEGAL COUNSEL AND STAFF TO TAKE ACTION AS NECESSARY AND APPROPRIATE IN THE INTEREST OF THE CITY OF MOORE AS AUTHORIZED BY 25 OKLA. STAT. § 307(B)(4).

B) CONVENE INTO EXECUTIVE SESSION

**Councilman Williams moved to convene into executive session, second by Councilwoman Griffith. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**The City Council convened into executive session at 7:27 p.m.**

C) RECONVENE FROM EXECUTIVE SESSION

PRESENT: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
ABSENT: None

**The City Council reconvened from executive session at 7:32 p.m.**

D) ACTION

A) DISCUSS, CONSIDER, AND IF DEEMED APPROPRIATE, TAKE POSSIBLE ACTION REGARDING PENDING CLAIM BY DANIEL DAVIS ON BEHALF OF RACHEL LAMBERT AGAINST THE CITY OF MOORE; AND AUTHORIZATION FOR LEGAL COUNSEL AND STAFF TO TAKE ACTION AS NECESSARY AND APPROPRIATE IN THE INTEREST OF THE CITY OF MOORE AS AUTHORIZED BY 25 OKLA. STAT. § 307(B)(4).A)

**Councilwoman Hunt moved to authorize staff to take action as directed in executive session regarding pending claim filed Daniel Davis on behalf of Rachel Lambert against the City of Moore, second by Councilwoman Griffith. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**Agenda Item Number 18 being:**

ADJOURNMENT

**Councilman Williams moved to adjourn the City Council meeting, second by Councilwoman Hunt. Motion carried unanimously.**

Ayes: Griffith, Porter, Hunt, Williams, Webb, Clark, Hamm  
Nays: None

**The City Council, Moore Public Works Authority, and Moore Risk Management meetings were adjourned at 7:31 p.m.**

TRANSCRIBED BY:

\_\_\_\_\_  
RHONDA BAXTER, Executive Assistant

FOR:

\_\_\_\_\_  
ROB CLARK, MPWA Secretary

These minutes passed and approved as noted this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
VANESSA KEMP, City Clerk

**MINUTES OF A REGULAR MEETING  
OF THE CITY OF MOORE PARKS BOARD  
October 1<sup>st</sup>, 2024 -6:00 PM**

**The Parks Board of the City of Moore met in regular session, 700 S. Broadway, Moore, Oklahoma on October 1<sup>st</sup>, 2024 at 6:00 p.m. with Chairman Sid Porter presiding. The following members were present:**

Charles Payne	Kelley Mattocks
Janie Milum	Robert Washington

ABSENT: None

STAFF MEMBERS PRESENT: Parks and Recreation Director, Sue Wood; Parks and Recreation Assistant Director Whitney Wathen; Administrative Assistant, Rita Chadrick.

**Agenda Item Number 1 being:**

- ROLL CALL; (listed above).

**Agenda Item Number 2 being:**

RECEIVE AND APPROVE THE MINUTES FROM THE REGULAR MEETING HELD SEPTEMBER 9<sup>th</sup>, 2024

**Board Member Washington motioned to approve the minutes from the regular meeting held September 9<sup>th</sup>, 2024; second by Board Member Milum. Motion passed unanimously.**

Ayes: Payne, Milum, Washington  
Abstain: Mattocks  
Nays: None  
Absent: None

**Agenda Item Number 3 being:**

MOORE YOUTH BASEBALL ASSOCIATION ANNUAL REPORT

Kacee Coberly, President of MYBA, stated that there were 51 teams with a total of 615 players in the spring and 45 teams with a total of 540 players played in the fall. The Courage League, run by two coordinators and MYBA volunteers, had six teams and 91 players in the spring and eight teams and 110 players in the fall. This year MYBA waived the Courage League's registration fees and also paid for their jerseys, insurance, etc.

MYBA had 21 tournaments scheduled in the spring/fall; six of the spring tournaments were canceled. After the cancellations the board voted to go unsanctioned, which allowed more teams to play, and all 11 unsanctioned tournaments will tentatively make. Last December 14<sup>th</sup> MYBA only had \$1,700 in the bank account; now we're in a much different financial standpoint. Even with cancelling some spring tournaments we were still able to put about \$16,000 worth of dirt on the fields; spent \$2,500 in fertilizer; had our fields sprayed; got the irrigation system going; purchased a new batting cage net for about \$5,000; and hired a professional power wash company to clean the restrooms once a week. Concessions was in the red through spring; in June we spent \$43,000 and only made \$37,000. Kacee has since spoken with the concessions manager and scaled her menu back greatly; now concessions is a lot more profitable.

Board Member Washington asked for Courage League contact information for members of MHS wrestling to volunteer. Kacee responded that the contact information is on Facebook but he will get the information to Board Member Washington afterwards. Board Member Milum commented that her grandson volunteered and he really enjoyed it.

Chairman Payne asked who handles MYBA's payroll and how they utilize their Venmo account. Kaycee responded that Jerry Saxon, CPA, handles their financials and the Venmo account is how they collect payment for tournaments.

Secretary Mattocks asked how the situation has been with umpire pay. Kacee responded that every Monday he gets an amount needed to pay the umpires from the UIC, withdraws that amount from the bank, then takes it to the UIC to separate and pay the umpires. Board Member Milum asked if they have lost umpires since they were required to file 1099s. Kacee responded some have left because of the 1099 issue, but more and more high school kids that don't mind filing 1099s are starting to umpire; they especially like being able to make a lot of money on weekends.

Board Member Washington asked if the officials are sanctioned. Kacee responded that most of the kids umpiring have played baseball so they have a good grasp of the rules, plus they usually start with the younger age groups and work their way up. He added that the UIC has added an abbreviated version of the rules on the back of the game cards for whatever field the kids are umpiring on and that helps them out, but we also hope to have more training for them in the future.

**Agenda Item Number 4 being:**

**MOORE YOUTH FOOTBALL ASSOCIATION ANNUAL REPORT**

Chuck Lewis, who was representing MYFA's president James Boyd III, stated that the numbers for 7 on 7 play were a lot stronger than tackle football. MPS has their own little league football teams so MYFA numbers have dropped considerably. There were 840 players in the 7 on 7 program; 220 players in tackle; 150 players in Friday Night Lights;

and 50 cheerleaders in Cheer. Two tournaments were scheduled: Salute to the Armed Forces, which was cancelled due to storms, and Beast to Peak on October 26-27 that had 13 teams signed up. As for financials MYFA had \$33,236.32; we paid a groundskeeper \$4,000; hired bathroom cleaners for \$225 once a week; CPA was \$300-\$600. With MYFA only having six teams due to losing teams to the Indian Nations Football Conference, we partnered with Woodson Park's Charles Thompson and the Oklahoma Inner City Youth League (OICYL) under the umbrella of a new organization, the Oklahoma United Youth Football League (OUYFL), where we will play home and away scheduled games. The OUYFL has formed a board of directors and has extended an invitation to other leagues/associations to play.

Chairman Payne asked if they were consolidating organizations. Chuck responded that MYFA will still be MYFA and games will still be played at Buck Thomas Park, but with only six teams in the league they needed to expand.

Board Member Washington stated that he doesn't want someone coming from outside trying to take over our park. Chuck responded that since OUYFL has a board of directors not just one person will have a say in any matter. So far some teams from Norman, Mustang and Choctaw have joined OUYFL; this is the only way MYFA can get teams to come and play.

**Agenda Item Number 5 being:**

**MOORE SOCCER ASSOCIATION ANNUAL REPORT**

Raj Folmsbee, President of the Moore Soccer Association and Executive Director of Nutmeg, stated that there were 140 players registered for recreation teams; 10 competitive teams; and 11 academy teams. There were 18 league teams across four youth divisions; eight games played per team; and four scholarship recipients. No tournaments were held due to lack of tournament facilities; one of our goals for next year is to get Quail Ridge ready to be able to host tournaments. We would like to have two full-size fields 65 yards wide by 100 yards long and add more full-size fields as space allows. This will allow us to host more games and set up tournament play; have better practice space options for every team; and provide more opportunities for the older age groups, which in turn will benefit the high school soccer athletes in the community so they won't have to look elsewhere for competitive play. Our association has also joined a national platform, Oklahoma Rush, but is still under the umbrella of Nutmeg. Our goal with the platform is that they have the ability to get our word spread out; they have our websites; they deal with fundraising; they have the staff to be able to do all this. We're all volunteers and do the best we can but we feel like we need to step up what we've been able to do. Once we get our facilities to the point that we can expand we'd like to expand as big as we possibly can in the recreation area.

Chairman Payne asked where Quail Ridge is at as far as development and the status of the lighting there. Sue responded that there is a parking lot there now and soccer teams are practicing there; she added that Whitney and Tanner are working on getting the fields developed. Sue also said that they still have to discuss the lighting there and added that a pavilion and a spray ground are part of Quail Ridge planning if the ¼ cent sales tax passes.

**Agenda Item Number 6 being:**

DISCUSS, CONSIDER AND IF DEEMED APPROPRIATE MAKE A RECOMMENDATION FOR AMY HOLLAND TO FILL THE WARD 2 VACANCY ON THE PARKS BOARD

Sue asked for a motion to approve Amy Holland to fill the Ward 2 vacancy on the Parks Board and set the process going forward for future applicants to be interviewed by the Parks Board and the Parks and Recreation Director or Assistant Director, after which a recommendation will be made to City Council.

**Secretary Mattocks motioned to approve Amy Holland to fill the Ward 2 vacancy on the Parks Board and the process going forward for future applicants to be interviewed by the Parks Board and the Parks and Recreation Director or Assistant Director; second by Board Member Milum. Motion passed unanimously.**

Ayes: Payne, Milum, Washington, Mattocks

Nays: None

Absent: None

**Agenda Item Number 7 being:**

NEW BUSINESS:

(A) CITIZENS TO BE HEARD

There were no citizens present that wished to be heard.

(B) ITEMS FROM THE PARK BOARD

Board Member Milum spoke about the Aging Services Chili Cook-off and silent auction that will be held at the Station on November 1<sup>st</sup> from 11:00am – 1:00pm. Secretary Mattocks asked if we have demographics of the city and membership at the Station as the new YMCA Wellness Center's programs are very engaging for



the seniors; she also wondered if our programming aligns with senior programming. Sue responded that she has been talking to a lot of them there and she knows the manager; she pointed out that only patrons 50 years and older can join that facility and many of the senior-aged pickle ball players actually come to the Station to play. Board Member Milum commented that Aging Services will be moving their meal service from the church on 4<sup>th</sup> St. to the Wellness Center.

**Agenda Item Number 8 being:**

REPORTS

Sue stated that the first ever Grillstock held at Buck Thomas Park went well with more than 60 participants; the event will be held again next year from September 11<sup>th</sup> -13<sup>th</sup>. The Station is also decorating for Halloween and getting ready for other holiday activities.

**Agenda Item Number 9 being:**

ADJOURNMENT

**Secretary Mattocks motioned to adjourn the regular meeting of the Moore Parks Board; second by Board Member Washington. Motion passed unanimously.**

Ayes: Payne, Milum, Washington, Mattocks

Nays: None

Absent: None

**The Moore Parks Board meeting adjourned at 6:53 p.m.**

RECORDED/TRANSCRIBED BY:



\_\_\_\_\_  
RITA CHADRICK, Parks and Recreation Administrative Assistant

FOR:



\_\_\_\_\_  
KELLEY MATTOCKS, Secretary

These minutes passed and approved as noted this 3<sup>RD</sup> day of December, 2024.



# SUMMARY OF ACQUISITION

JOB PIECE: 35370(04) CITY: Moore, PARCEL(S) 17

PROPERTY LOCATION: Section 14, Township 10N, Range 3W, Cleveland County

BUYER: City of Moore, Oklahoma

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Del Real, LLC, a California limited liability company  
11150 Inland Avenue, Suite A,  
Jurupa Valley, California 91752-1164

ASSIGNMENT: Del Real, LLC, a California limited liability company

MORTGAGES AND LIENS: N/A – Temporary Construction Easement only

IMPROVEMENTS: None

DAMAGES: Parcel 17 – 129.84 SF of Temporary Construction Easement

PROPERTY OWNER(S)/SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

Temporary Construction Easement for Parcel 17 for 129.84 Sq Ft  
\_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft  
\_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft  
\_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft  
\_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$500.00

BUYER AND SELLER AGREE:

Payment includes Any and All damages.  
The city is not responsible for constructing a new right of way fence.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, WILL PREPARE THE FOLLOWING:

Check in the amount of \$500.00 to Del Real, LLC, a California limited liability company  
Check in the amount of \_\_\_\_\_ to \_\_\_\_\_  
Check in the amount of \_\_\_\_\_ to \_\_\_\_\_  
Check in the amount of \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Manuel Martinez, President and CFO

11/19/2024  
DATE

\_\_\_\_\_  
ACQUISITION AGENT  
Jarred Robinson

11/24/2024  
DATE

J/P #: 35370(04)  
Parcel #: 17

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT Del Real, LLC, a California limited liability company  
of Cleveland County, State of Oklahoma, for and in consideration of the sum of one (1) DOLLARS (\$  
1.00) and other good, valuable and consideration, has/have this day sold to the City of Moore, Oklahoma a temporary  
easement over the following described land, to-wit:

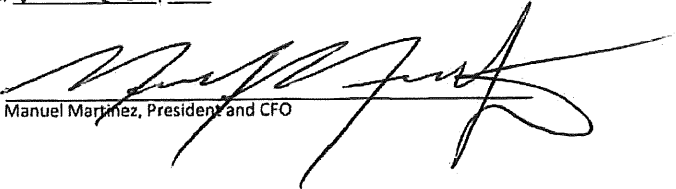
**See attached Exhibit "A" – Legal Description  
See attached Exhibit "B" – Map**

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Moore, Oklahoma and the Transportation Commission by this instrument shall terminate upon completion of the project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, they are the owner(s) in fee simple of the above described tract that said tract is free and clear of all liens of any nature whatsoever except \_\_\_\_\_

The undersigned owner(s) hereby designate and appoint themselves as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the 19th day of November, 2024.

  
Manuel Martinez, President and CFO

**EXHIBIT "A"**

SHEET 1 OF 2

PARCEL NO. 17.0  
PROJECT NO. \_\_\_\_\_

TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION

PARCEL NO. 17.0

A PARCEL OF LAND LYING  
IN THE NORTHEAST QUARTER (NE/4) IN SEC. 14 T10N-R3W  
CITY OF MOORE, CLEVELAND COUNTY, OK


A TEMPORARY CONSTRUCTION EASEMENT LYING IN THE NORTHEAST QUARTER (NE/4) OF SECTION FOURTEEN (14), TOWNSHIP 10 NORTH (T-10-N), RANGE 3 WEST (R-3-W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 14,  
THENCE N 89°34'44" E ON THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 396.00 FEET TO A POINT ON THE EAST EXISTING RAILROAD RIGHT OF WAY LINE;  
THENCE S 00°14'13" E ON THE EAST EXISTING RAILROAD RIGHT OF WAY LINE A DISTANCE OF 50.00 FEET TO THE SOUTH PRESENT RIGHT OF WAY LINE OF NORTHEAST 12TH STREET, SAID POINT BEING THE POINT OF BEGINNING OF THE EASEMENT TRACT FURTHER DESCRIBED HEREIN;  
THENCE N 89°34'44" E ON SAID SOUTH PRESENT RIGHT OF WAY LINE A DISTANCE OF 24.97 FEET;  
THENCE S 00°25'16" E A DISTANCE OF 2.00 FEET;  
THENCE S 89°34'44" W A DISTANCE OF 15.00 FEET;  
THENCE S 00°25'16" E A DISTANCE OF 8.00 FEET;  
THENCE S 89°34'44" W A DISTANCE OF 10.00 FEET TO A POINT ON THE EAST EXISTING RAILROAD RIGHT OF WAY LINE;  
THENCE N 00°14'13" W ON SAID EXISTING RAILROAD RIGHT OF WAY LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.003 ACRES (129.84 SQUARE FEET) MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, hereby state that the attached drawing is a true and accurate representation of the parcel description, as shown hereon, it is not a Land or Boundary Survey.




Darren M. Smith, PLS No. 1552  
4555 W. Memorial Rd.  
Oklahoma City, OK 73142



BASIS OF BEARING

The Bearing Base for this survey is the North Line of Block 7 High School Section 3 Addition To The City Of Moore, Bearing N 89°36'15" E Oklahoma State System NAD-83/2011, Oklahoma South Zone, U.S. Survey Feet

SKETCH ON SHEET 2 OF 2

 <b>CEC</b>	DATE: 08/31/2023
	NW 12st PERMANENT RIGHT OF WAY EASEMENT
	PARCEL NO. 17.0 CITY OF MOORE
4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	<b>PARCEL 17.0</b> <b>SHEET 1 OF 2</b> PROJECT NO. <u>JP 35370(04)</u>

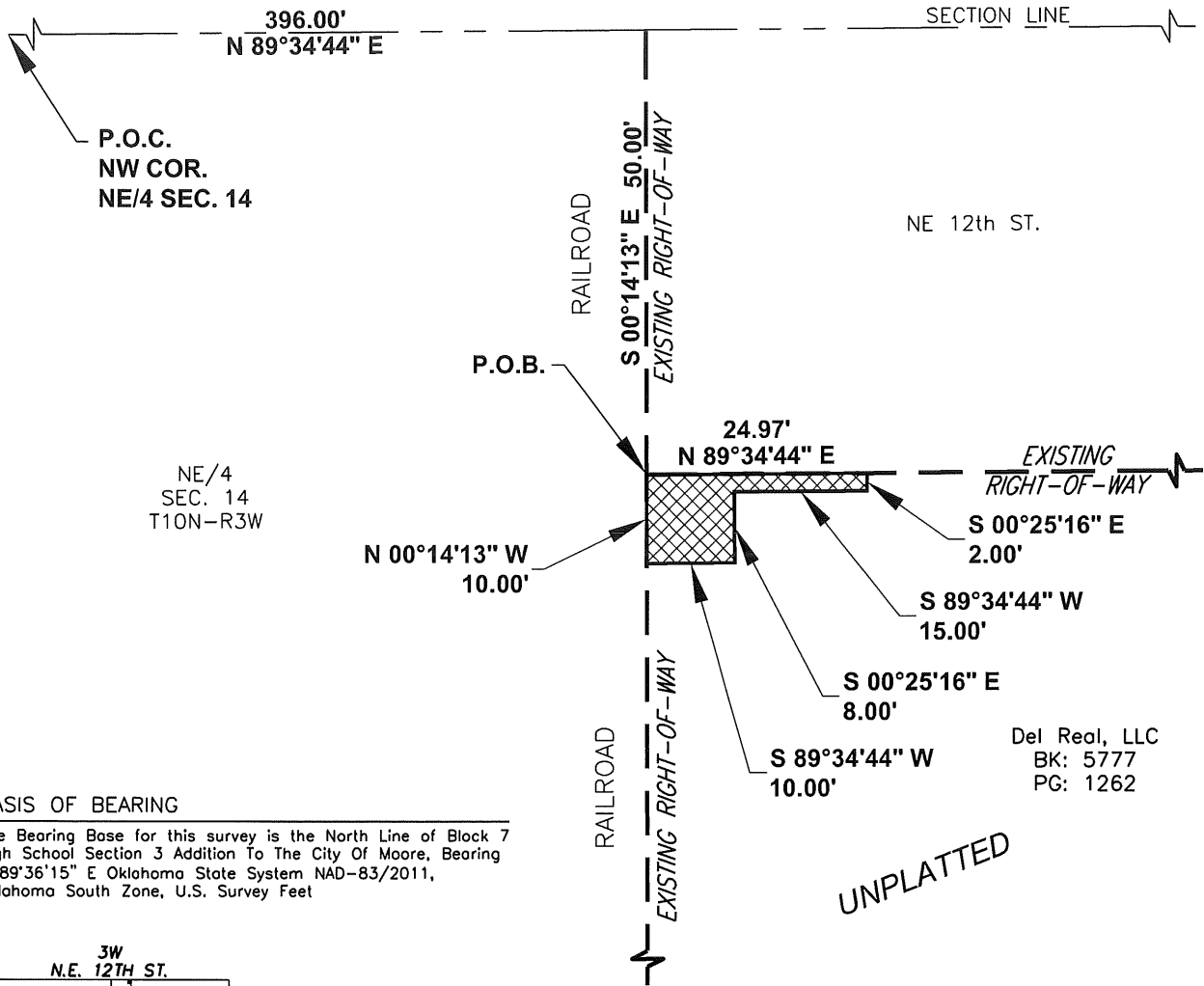
# EXHIBIT "B"

PARCEL NO. 17.0  
PROJECT NO. \_\_\_\_\_

SHEET 2 OF 2

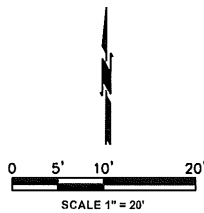
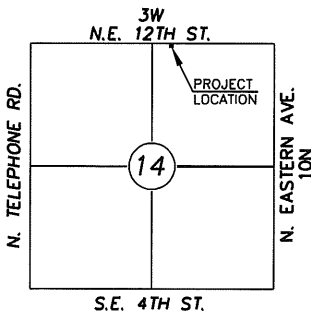
## PARCEL 17.0

PART OF HIGH SCHOOL SECTION 3 ADDITION TO THE CITY OF MOORE  
IN THE NORTHWEST QUARTER (NW/4) IN SEC. 11 T10N-R3W  
CITY OF MOORE, CLEVELAND COUNTY, OK



### BASIS OF BEARING


The Bearing Base for this survey is the North Line of Block 7 High School Section 3 Addition To The City Of Moore, Bearing N 89°36'15" E Oklahoma State System NAD-83/2011, Oklahoma South Zone, U.S. Survey Feet



UNPLATTED

Del Real, LLC  
BK: 5777  
PG: 1262

### LEGAL DESCRIPTION ON SHEET 1 OF 2

 <b>CEC</b> 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 08/31/2023
	NW 12 <sup>st</sup> PERMANENT RIGHT OF WAY EASEMENT
	PARCEL NO. 17.0 CITY OF MOORE
<b>PARCEL 17.0</b> <b>SHEET 2 OF 2</b>	
PROJECT NO. <u>JP 35370(04)</u>	

State of Oklahoma )  
 ) §  
County of \_\_\_\_\_ )

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Individual Acknowledgement

State of Oklahoma )  
 ) §  
County of \_\_\_\_\_ )

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Individual Acknowledgement

State of \_\_\_\_\_ )  
 ) §  
County of \_\_\_\_\_ )

Before me, a notary public \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Manuel Martinez to

me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and CFO, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the LLC for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Trust/LLC/Corporation Acknowledgement

State of Oklahoma )  
 ) §  
County of \_\_\_\_\_ )

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_ to

me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, and as the free and voluntary act and deed of the \_\_\_\_\_ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Trust/LLC/Corporation Acknowledgement

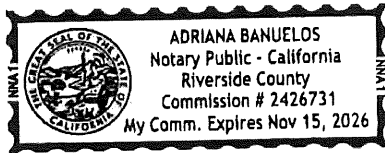
**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside }  
On November 19, 2024 before me, Adriana Banuelos, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Manuel Martinez Vargas  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

STATE OF OKLAHOMA )

) ss.

COUNTY OF CLEVELAND )

NOW, on this \_\_\_\_\_, the City Council of the City of Moore, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the City Manager and Clerk of said City of Moore to indicate the same by their signatures and seal of the City of Moore, State of Oklahoma.

CITY OF MOORE, OKLAHOMA

\_\_\_\_\_

Glenn Lewis, Mayor

\_\_\_\_\_

Brooks Mitchell, City Manager

(SEAL)

ATTEST:

\_\_\_\_\_

CITY CLERK

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

CITY ATTORNEY



ODOT FORM 324a Rev. 06/2002 <b>DEPARTMENT OF TRANSPORTATION</b> Notarized Claim Form	FUND	AGENCY	ORDER NO.	CLAIM NO.	CLAIM OF <b>Del Real, LLC, a California limited liability company</b>
	345 <small>FOR AGENCY USE ONLY</small>				
ACCOUNT      SUB-ACTIVITY      OBJECT      CFDA      AMOUNT					FOR <b>\$500.00</b> AGAINST Oklahoma Department of Transportation ASSIGNMENT I hereby assign this claim to and authorize the State Treasurer to issue a warrant in payment to said assignee. Date: _____ Claimant: _____
Enter the partial payment or final payment number if claim is to be charged against an encumbered order.					
Partial No.		Final No.		TOTAL AMOUNT	
					OSF-AUDITED BY

Receipt of Goods or Services Date

DATE OF DELIVERY	PURCHASE ORDER NUMBER	ITEM		UNIT PRICE	AMOUNT
		QUANTITY	UNIT		
2024					\$500.00
<b>Payment for:</b> <b>Parcel 17 - 129.84 SF of Temporary Construction Easement</b>  <b>Payment Includes ANY and ALL Damages.</b>  <b>Job Piece: 35370(04)</b> <b>City: Moore</b> <b>County: Cleveland</b> <b>Parcel: 17</b>					

The undersigned contractor or duly authorized agent, of lawful age, being first duly sworn, on oath says that this claim is true and correct. Affiant states that the work, services or materials as shown by this claim have been completed or supplied in accordance with plans, specifications, orders, requests and all other terms of the contract. Affiant further states that (s)he is the duly authorized agent of the contractor for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure the contract or obtain payment; (s)he is fully aware of the facts and circumstances surrounding the making of the contract and has been personally and directly involved in the proceedings leading to the procurement of the contract and the filing of this claim; and, neither the contractor nor anyone subject to the contractor's direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract or obtaining payment.

Subscribed and Sworn before me on 11/21/24 Date Manuel Martinez, President and CFO

State of \_\_\_\_\_ County of \_\_\_\_\_ Commission Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_ Date \_\_\_\_\_ Notary Public (or Clerk or Judge)

Approval

**\$500.00**

Approval

Approval

Approval

Approval

Approval

Approval

ODOT Accounting Distribution						
ODOT Acct.	Job Piece	Item	Part.	Amount	Object	Encumbrance
Total						

APPROVAL

I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.

Agency's Approving Officer

Director \_\_\_\_\_ Date \_\_\_\_\_

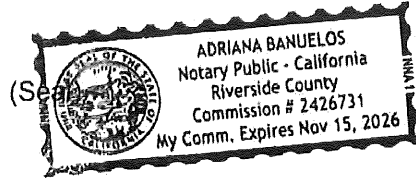
# CALIFORNIA NOTARIAL CERTIFICATE (JURAT)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 21 day of November, 2024, by Manuel Martinez Vargas, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



J/P: 35370(04)  
City: Moore  
Parcel: 17

### CONSENT OF OWNERS RIGHT OF ENTRY

Del Real, LLC, a California limited liability company, on this 19 Day of November 2024

Legal Description:

See attached Exhibit "A" – Legal Description  
See attached Exhibit "B" – Map

The undersigned owner(s) of said land hereby do/does give permission to, City of Moore, OK  
Whose address is 301 N. Broadway, Moore, OK 73160,

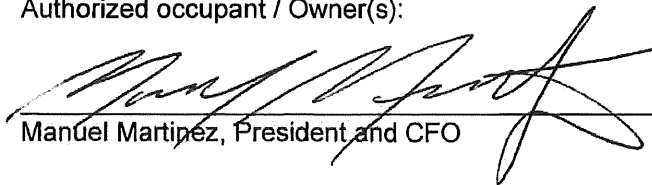
To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

  
Manuel Martipéz, President and CFO

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My Commission No: \_\_\_\_\_

(SEAL)

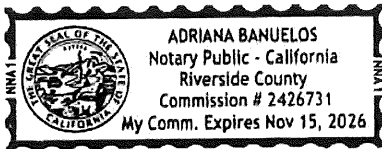
**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside }  
On November 19, 2024 before me, Adriana Banuelos, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Manuel Martinez Vargas  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



SUMMARY OF ACQUISITION

JOB PIECE: 35370(04) CITY: Moore PARCEL(S) 21

PROPERTY LOCATION: Section 11, Township 10N, Range 3W, Cleveland County

BUYER: City of Moore, Oklahoma

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Triveni, LLC an Oklahoma Limited Liability Company
1126 Southridge Drive
Purcell, Oklahoma 73080-3110

ASSIGNMENT: Triveni, LLC an Oklahoma Limited Liability Company

MORTGAGES AND LIENS: N/A - Temporary Construction Easement only

IMPROVEMENTS: None

DAMAGES: Parcel 21 - 549.86 Sq Ft of Temporary Construction Easement

PROPERTY OWNER(S)/SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

- Temporary Construction Easement for Parcel 21 for 549.86 Sq Ft
for Parcel for Sq Ft
for Parcel for Sq Ft
for Parcel for Sq Ft
for Parcel for Sq Ft

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$900.00

BUYER AND SELLER AGREE:

Payment includes Any and All damages.
The city is not responsible for constructing a new right of way fence.
The city will construct a 5' concrete sidewalk at Sta. 143 + 14.50 RT.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, WILL PREPARE THE FOLLOWING:

- Check in the amount of \$900.00 to Triveni, LLC an Oklahoma Limited Liability Company
Check in the amount of to
Check in the amount of to
Check in the amount of to

Signature of Samir Marfatia, Member

11/18/24 DATE

Signature of Jarred Robinson, ACQUISITION AGENT

11/18/24 DATE

J/P #: 35370(04)  
Parcel #: 21

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT Triveni, LLC an Oklahoma Limited Liability Company  
of Cleveland County, State of Oklahoma, for and in consideration of the sum of one (1) DOLLARS (\$  
1.00) and other good, valuable and consideration, has/have this day sold to the City of Moore, Oklahoma a temporary  
easement over the following described land, to-wit:

See attached Exhibit "A" – Legal Description  
See attached Exhibit "B" – Map

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Moore, Oklahoma and the Transportation Commission by this instrument shall terminate upon completion of the project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, they are the owner(s) in fee simple of the above described tract that said tract is free and clear of all liens of any nature whatsoever except \_\_\_\_\_

The undersigned owner(s) hereby designate and appoint themselves as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the \_\_\_\_\_  
13 day of November, 2024.



Samir Marfatia, Member

State of Oklahoma )  
County of Cleveland ) §

Before me, a notary public \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

State of Oklahoma )  
County of \_\_\_\_\_ ) §

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

State of Oklahoma )  
County of Cleveland ) §

Before me, a notary public \_\_\_\_\_ in and for this State, on this 18 day of November, 2024, personally appeared Samir Marfatia to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the LLC for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: 06/05/28  
Commission No. 240007263 Kimberly Stephens  
Notary Public



State of Oklahoma )  
County of \_\_\_\_\_ ) §

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, and as the free and voluntary act and deed of the \_\_\_\_\_ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Individual Acknowledgement

Individual Acknowledgement

Trust/LLC/Corporation Acknowledgement

Trust/LLC/Corporation Acknowledgement



**EXHIBIT "A"**

SHEET 1 OF 2

PARCEL NO. 21.0  
PROJECT NO. JP 35370(04)

TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION

PARCEL NO. 21.0

A PART OF FOXFIRE SECTION 4 ADDITION TO THE CITY OF MOORE  
IN THE SOUTHEAST QUARTER (SE/4) IN SEC. 11 T10N-R3W  
CITY OF MOORE, CLEVELAND COUNTY, OK

A TEMPORARY CONSTRUCTION EASEMENT LYING IN LOT FOUR (4), BLOCK FOUR (14), FOXFIRE SECTION 4 ADDITION TO THE CITY OF MOORE AND ALSO BEING A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION ELEVEN (11), TOWNSHIP 10 NORTH (T-10-N), RANGE 3 WEST (R-3-W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTH-MOST SOUTHEAST CORNER OF LOT 4 BLOCK 14, SAID POINT ALSO BEING THE SOUTH-MOST SOUTHEAST CORNER OF A PROPERTY RECORDED IN BOOK 5634, PAGE 310 FILED FOR RECORD AT THE CLEVELAND COUNTY CLERK'S OFFICE;  
THENCE S 89°34'44" W ON THE SOUTH LINE OF SAID BLOCK 14 A DISTANCE OF 70.00 TO THE POINT OF BEGINNING OF THE EASEMENT TRACT FURTHER DESCRIBED HEREIN;

THENCE S 89°34'44" W ON THE SOUTH LINE OF SAID BLOCK 14 A DISTANCE OF 55.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY;  
THENCE N 00°16'22" W ON THE WEST LINE OF SAID PROPERTY A DISTANCE OF 10.00;  
THENCE N 89°34'44" E A DISTANCE OF 54.97 FEET;  
THENCE S 00°25'16" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.013 ACRES (549.86 SQUARE FEET) MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, hereby state that the attached drawing is a true and accurate representation of the parcel description, as shown hereon, it is not a Land or Boundary Survey.




Darren M. Smith, PLS No. 1552  
4555 W. Memorial Rd.  
Oklahoma City, OK 73142



BASIS OF BEARING

The Bearing Base for this survey is the South Line of Block 14, Foxfire Section 4, Bearing S 89°34'44" W Oklahoma State System NAD-83/2011, Oklahoma South Zone, U.S. Survey Feet

SKETCH ON SHEET 2 OF 2

 <b>CEC</b> 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 08/31/2023
	N.E. 12TH STREET TEMPORARY EASEMENT
	PARCEL NO. 21.0 CITY OF MOORE
<b>PARCEL 21.0</b> <b>SHEET 1 OF 2</b> PROJECT NO. <u>JP 35370(04)</u>	



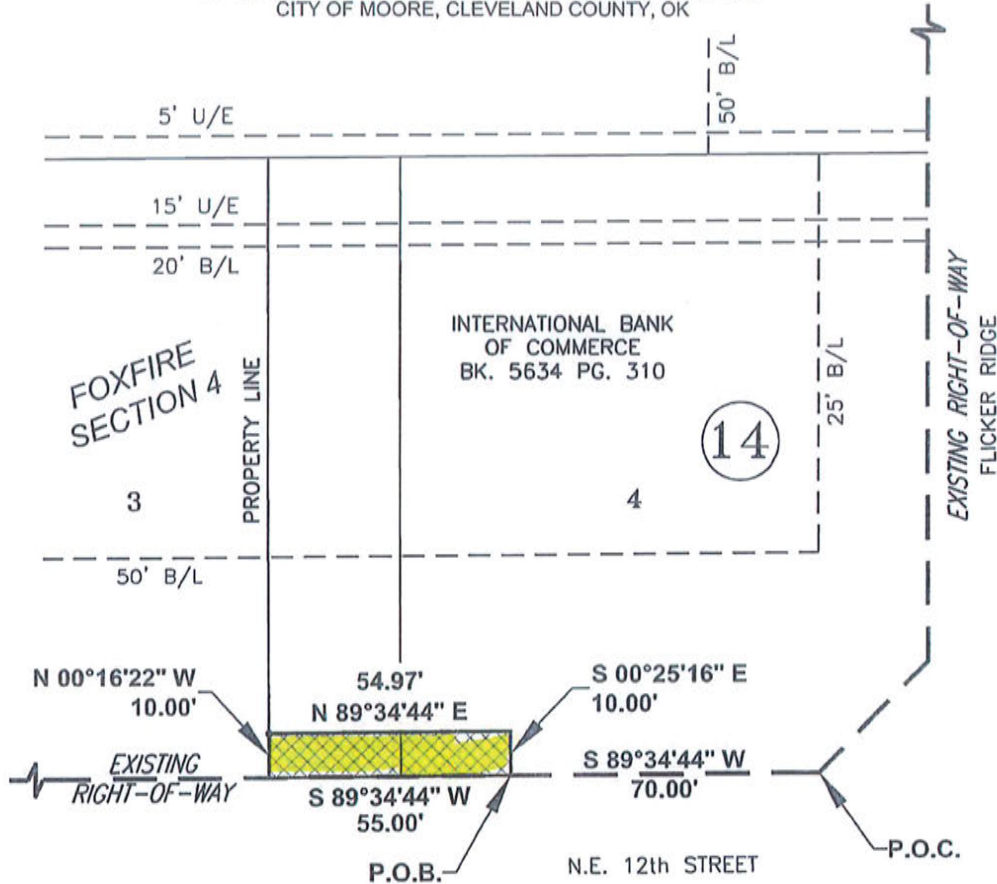
# EXHIBIT "B"

SHEET 2 OF 2

## PARCEL 21.0

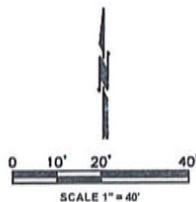
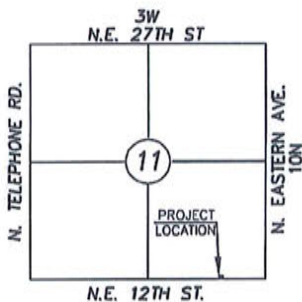
PARCEL NO. 21.0  
PROJECT NO. JP 35370(04)

PART OF FOXFIRE SECTION 4 ADDITION TO THE CITY OF MOORE  
IN THE SOUTHEAST QUARTER (SE/4) IN SEC. 11 T10N-R3W  
CITY OF MOORE, CLEVELAND COUNTY, OK



### BASIS OF BEARING

The Bearing Base for this survey is the South Line of Block 14, Foxfire Section 4, Bearing S 89°34'44" W Oklahoma State System NAD-83/2011, Oklahoma South Zone, U.S. Survey Feet



LEGAL DESCRIPTION ON SHEET 1 OF 2

**CEC**  
 4555 W. MEMORIAL ROAD  
 OKLAHOMA CITY, OK 73142  
 (405) 753.4200  
 CA #32 EXP. 06-30-24

DATE: 08/31/2023
N.E. 12TH STREET TEMPORARY EASEMENT
PARCEL NO. 21.0
CITY OF MOORE
<b>PARCEL 21.0</b>
<b>SHEET 2 OF 2</b>
PROJECT NO. JP 35370(04)



ODOT FORM 324a Rev. 06/2002 DEPARTMENT OF TRANSPORTATION Notarized Claim Form	FUND	AGENCY	ORDER NO.	CLAIM NO.	CLAIM OF: <b>Triveni, LLC an Oklahoma Limited Liability Company</b>  FEI No.
	345 <small>FOR AGENCY USE ONLY</small>				
ACCOUNT	SUB-ACTIVITY	OBJECT	CFDA	AMOUNT	FOR <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>\$900.00</b> </div> AGAINST  Oklahoma Department of Transportation ASSIGNMENT  I hereby assign this claim to _____  and authorize the State Treasurer to issue a warrant in payment to said assignee.  Date: _____ Claimant: _____
Enter the partial payment or final payment number if claim is to be charged against an encumbered order.			Partial No. _____ Final No. _____	TOTAL AMOUNT _____ OSF- AUDITED BY _____	WARRANT (LOCATOR) NO. _____

Receipt of Goods or Services Date

DATE OF DELIVERY	PURCHASE ORDER NUMBER	ITEM		UNIT PRICE	AMOUNT
		QUANTITY	UNIT		
2024					\$900.00
Payment for: <b>Parcel 21 - 549.86 Sq. Ft. of Temporary Construction Easement</b>  Payment Includes ANY and ALL Damages.  Job Piece: 35370(04) City: Moore County: Cleveland Parcel: 21					

The undersigned contractor or duly authorized agent, of lawful age, being first duly sworn, on oath says that this claim is true and correct. Affiant states that the work, services or materials as shown by this claim have been completed or supplied in accordance with plans, specifications, orders, requests and all other terms of the contract. Affiant further states that (s)he is the duly authorized agent of the contractor for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure the contract or obtain payment; (s)he is fully aware of the facts and circumstances surrounding the making of the contract and has been personally and directly involved in the proceedings leading to the procurement of the contract and the filing of this claim; and, neither the contractor nor anyone subject to the contractor's direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract or obtaining payment.

Subscribed and Sworn before me on 11/18/24 Date  
S. N. Marfatia  
 Samir Marfatia, Member



Oklahoma County of Cleveland Commission Number 24000223  
06/05/28 Date Kimberly Stephens Notary Public (or Clerk or Judge)

Approval	\$900.00
Approval	
Approval	
Approval	
Approval	
Approval	
Approval	

ODOT Accounting Distribution						
ODOT Acct.	Job Piece	Item	Part.	Amount	Object	Encumbrance
Total						

APPROVAL  
 I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.  
  
 Agency's Approving Officer \_\_\_\_\_  
  
 Director \_\_\_\_\_ Date \_\_\_\_\_

J/P: 35370(04)  
City: Moore  
Parcel: 21

### CONSENT OF OWNERS RIGHT OF ENTRY

Triveni, LLC an Oklahoma Limited Liability Company, on this 18 Day of November 2024

Legal Description:

See attached Exhibit "A" – Legal Description  
See attached Exhibit "B" – Map

The undersigned owner(s) of said land hereby do/does give permission to, City of Moore, OK  
Whose address is 301 N. Broadway, Moore, OK 73160,

To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

S. N. Marfatia

Samir Marfatia, Member

SUBSCRIBED and sworn to before me this 18 day of November, 2024.



Kimberly Stephens

Notary Public

My commission expires: 06/05/28

My Commission No: 240007263  
(SEAL)



J/P No. 35370(04)  
Project City of Moore  
County Cleveland  
Parcel 21

### Business Certification and Affidavit

I, Samir Marfatia as Member do hereby state that I have the legal authority to act on behalf of Triveni, LLC an Oklahoma Limited Liability Company to grant, convey, bargain or sell any real property and conduct any other legal business transactions.

S. N. Marfatia  
Samir Marfatia, Member

11/18/2024  
Date

STATE OF Oklahoma )  
COUNTY OF Cleveland ) ss.

Before me, a Notary Public in and of this State, on this 18 day of November, 2024, personally appeared Samir Marfatia, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member and acknowledged to me that they executed the same as their free and voluntary act and deed of the LLC, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

Humberty Stephens  
Notary Public

My Commission Expires: 06/05/28

My Commission No.: 240007263





J.P. No. 23-37004  
County Cleveland  
Parcel No. 10

### SUMMARY OF ACQUISITION

JOB PIECE: 35370(04) CITY: Moore, PARCEL(S) 10

PROPERTY LOCATION: Section 14, Township 10N, Range 3W, Cleveland County

BUYER: City of Moore, Oklahoma

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Hosomaki Investments, LLC – 152-154 NE 12th Street, Protected Series  
3225 McLeod Drive, Suite 100  
Las Vegas, Nevada 89121-2257

ASSIGNMENT: Hosomaki Investments, LLC

MORTGAGES AND LIENS: N/A – Temporary Construction Easement only

IMPROVEMENTS: None

DAMAGES: Parcel 10 – 167.84 Sq Ft of Temporary Construction Easement

PROPERTY OWNER(S)/SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

- Temporary Construction Easement for Parcel 10 for 167.84 Sq Ft
- \_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft
- \_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft
- \_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft
- \_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$500.00

BUYER AND SELLER AGREE:

Payment includes Any and All damages.  
The city is not responsible for constructing a new right of way fence.  
The city will construct a 20' concrete drive at Sta. 119 + 99.50 RT.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, WILL PREPARE THE FOLLOWING:

- Check in the amount of \$500.00 to Hosomaki Investments, LLC
- Check in the amount of \_\_\_\_\_ to \_\_\_\_\_
- Check in the amount of \_\_\_\_\_ to \_\_\_\_\_
- Check in the amount of \_\_\_\_\_ to \_\_\_\_\_

*Lisa Shelton*  
\_\_\_\_\_  
Lisa Shelton, President

12-1-24  
DATE

*Jarred Robinson*  
\_\_\_\_\_  
ACQUISITION AGENT  
Jarred Robinson

12/1/2024  
DATE

J/P #: 35370(04)

Parcel #: 10

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT Hosomaki Investments, LLC – 152-154 NE 12<sup>th</sup> Street, Protected Series  
of Cleveland County, State of Oklahoma, for and in consideration of the sum of one (1)----- DOLLARS (\$ 1.00)

and other good, valuable and consideration, has/have this day sold to the City of Moore, Oklahoma a temporary  
easement over the following described land, to-wit:

**See attached Exhibit "A" – Legal Description  
See attached Exhibit "B" – Map**

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Moore, Oklahoma and the Transportation Commission by this instrument shall terminate upon completion of the project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, they are the owner(s) in fee simple of the above described tract that said tract is free and clear of all liens of any nature whatsoever except none.

The undersigned owner(s) hereby designate and appoint Hosomaki Investments, LLC as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the \_\_\_\_\_  
1st day of December, 2024.

  
Lisa Shelton, President

**EXHIBIT "A"**

SHEET 1 OF 2

PARCEL NO. 10.0  
PROJECT NO. JP 35370(04)

TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION

PARCEL NO. 10.0

PART OF HIGH SCHOOL THIRD ADDITION TO THE CITY OF MOORE  
IN THE NORTHWEST QUARTER (NW/4) IN SEC. 14 T10N-R3W  
CITY OF MOORE, CLEVELAND COUNTY, OK

A TEMPORARY CONSTRUCTION EASEMENT LYING IN BLOCK SIX (6), HIGH SCHOOL THIRD ADDITION TO THE CITY OF MOORE AND ALSO BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION FOURTEEN (14), TOWNSHIP 10 NORTH (T-10-N), RANGE 3 WEST (R-3-W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTH-MOST NORTHEAST CORNER OF BLOCK 6, THENCE S 89°36'15" W ON THE NORTH LINE OF SAID BLOCK SIX A DISTANCE OF 350.00 FEET TO THE NORTHEAST CORNER OF A PROPERTY RECORDED IN BOOK 5431, PAGE 121 FILED FOR RECORD AT THE CLEVELAND COUNTY CLERK'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING FOR THE EASEMENT TRACT FURTHER DESCRIBED HEREIN;  
THENCE S 00°16'24" E ON THE EAST LINE OF SAID PROPERTY A DISTANCE OF 10.00 FEET;  
THENCE S 89°36'15" W A DISTANCE OF 16.77 FEET;  
THENCE N 00°23'45" W A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK SIX;  
THENCE N 89°36'15" E ON THE NORTH LINE OF SAID BLOCK SIX A DISTANCE OF 16.79 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.004 ACRES (167.84 SQUARE FEET) MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, hereby state that the attached drawing is a true and accurate representation of the parcel description, as shown hereon, it is not a Land or Boundary Survey.

BASIS OF BEARING

The Bearing Base for this survey is the North Line of Block 6 High School Third Addition To The City Of Moore, Bearing S 89°36'15" W Oklahoma State System NAD-83/2011, Oklahoma South Zone, U.S. Survey Feet

SKETCH ON SHEET 2 OF 2



Darren M. Smith, PLS No. 1552  
4555 W. Memorial Rd.  
Oklahoma City, OK 73142



4555 W. MEMORIAL ROAD  
OKLAHOMA CITY, OK 73142  
(405) 753.4200  
CA #32 EXP. 06-30-24

DATE: 08/31/2023  
NW 12st STREET TEMPORARY EASEMENT  
PARCEL NO. 10.0  
CITY OF MOORE

**PARCEL 10.0  
SHEET 1 OF 2**

PROJECT NO. JP 35370(04)



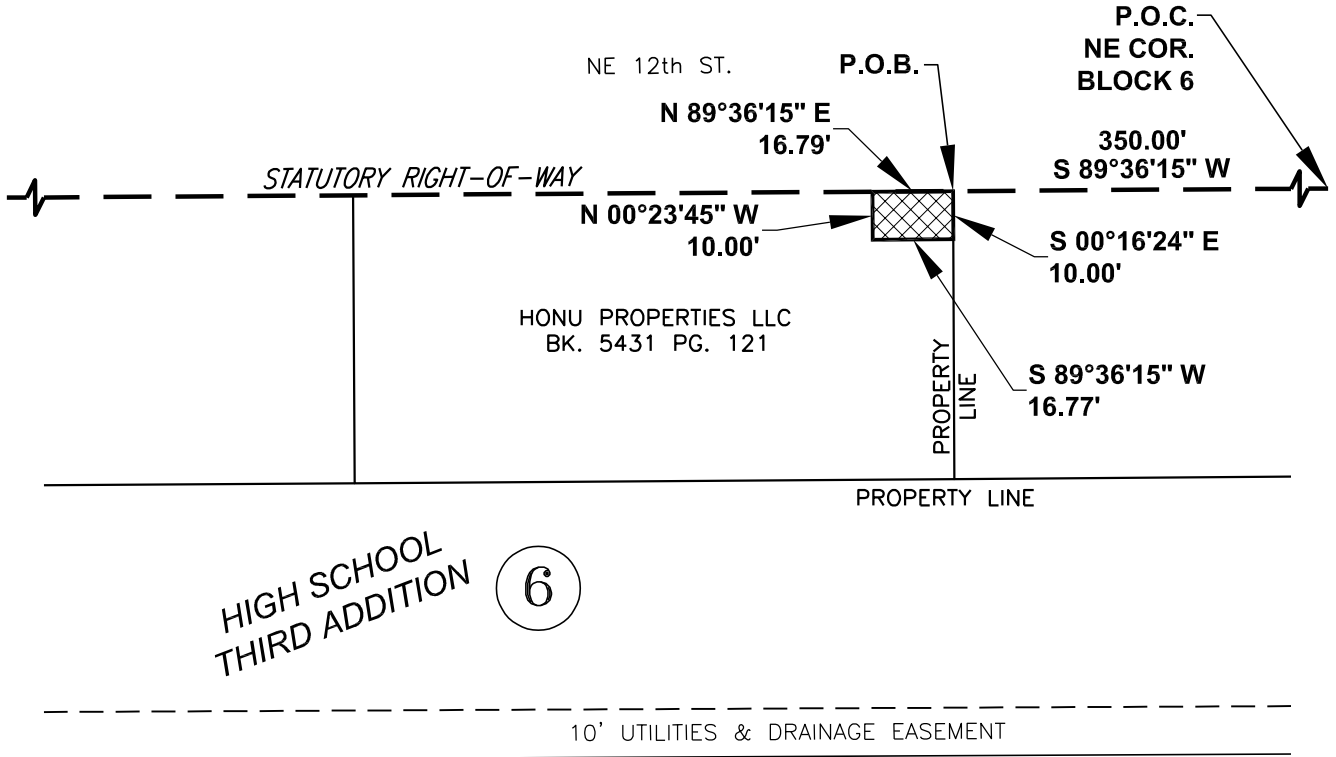
# EXHIBIT "B"

PARCEL NO. 10.0  
PROJECT NO. JP 35370(04)

SHEET 2 OF 2

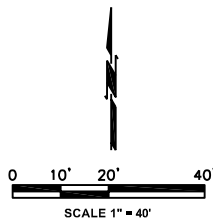
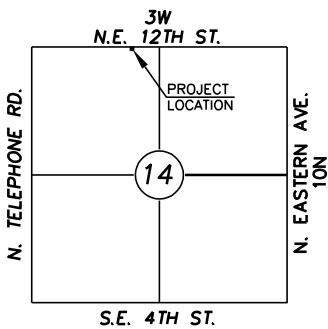
## PARCEL 10.0

PART OF HIGH SCHOOL THIRD ADDITION TO THE CITY OF MOORE  
IN THE NORTHWEST QUARTER (NW/4) IN SEC. 11 T10N-R3W  
CITY OF MOORE, CLEVELAND COUNTY, OK



### BASIS OF BEARING

The Bearing Base for this survey is the North Line of Block 6 High School Third Addition To The City Of Moore, Bearing S 89°36'15" W Oklahoma State System NAD-83/2011, Oklahoma South Zone, U.S. Survey Feet



LEGAL DESCRIPTION ON SHEET 1 OF 2

**CEC**  
4555 W. MEMORIAL ROAD  
OKLAHOMA CITY, OK 73142  
(405) 753.4200  
CA #32 EXP. 06-30-24

DATE: 08/31/2023  
NW 12st STREET TEMPORARY EASEMENT  
PARCEL NO. 10.0  
CITY OF MOORE

**PARCEL 10.0**  
**SHEET 2 OF 2**  
PROJECT NO. JP 35370(04)

State of Oklahoma )  
 ) §  
County of \_\_\_\_\_ )

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Individual Acknowledgement

State of Oklahoma )  
 ) §  
County of \_\_\_\_\_ )

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Individual Acknowledgement

State of \_\_\_\_\_ )  
 ) §  
County of \_\_\_\_\_ )

*Dec 1, 2024*  
**See Attached CA Certificate**  
**Acknowledgement**  
Jurat

Before me, \_\_\_\_\_ a notary public \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Lisa Shelton to

me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the LLC for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Trust/LLC/Corporation Acknowledgement

State of Oklahoma )  
 ) §  
County of \_\_\_\_\_ )

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_ to

me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, and as the free and voluntary act and deed of the \_\_\_\_\_ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Trust/LLC/Corporation Acknowledgement

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Santa Clara }
On Dec 1, 2024 before me, Jennifer Ligon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Lisa Shelton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Notarized Claim form
Document Date: Dec 1, 2024 Number of Pages: 3
Signer(s) Other Than Named Above: None / Please See the documents

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lisa Shelton
[Checked] Corporate Officer - Title(s): President
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer is Representing: Hosomaki Investments, LLC

STATE OF OKLAHOMA )

County of \_\_\_\_\_ ) ss.

COUNTY OF CLEVELAND )

NOW, on this \_\_\_\_\_, the City Council of the City of Moore, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the City Manager and Clerk of said City of Moore to indicate the same by their signatures and seal of the City of Moore, State of Oklahoma.

CITY OF MOORE, OKLAHOMA

Mark Hamm, Mayor

Brooks Mitchell, City Manager

(SEAL)

ATTEST:

CITY CLERK

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY ATTORNEY

ODOT FORM 324a Rev. 06/2002 <b>DEPARTMENT OF          TRANSPORTATION</b> Notarized Claim Form	FUND	AGENCY	ORDER NO.	CLAIM NO.	CLAIM OF: <b>Hosomaki Investments, LLC</b>  FEI No.
		345			
FOR AGENCY USE ONLY					
ACCOUNT	SUB-ACTIVITY	OBJECT	CFDA	AMOUNT	
					FOR <b>\$500.00</b> AGAINST  Oklahoma Department of Transportation ASSIGNMENT I hereby assign this claim to  and authorize the State Treasurer to issue a warrant in payment to said assignee.
Enter the partial payment or final payment number if claim is to be charged against an encumbered order.			Partial No.	Final No.	TOTAL AMOUNT  OSF- AUDITED BY
					Date: _____ Claimant: _____

Receipt of Goods or Services Date

DATE OF DELIVERY	PURCHASE ORDER NUMBER	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
2024				<b>Payment for:</b> <b>Parcel 10 - 167.84 Sq. Ft. of Temporary Construction Easement</b>  <b>Payment Includes ANY and ALL Damages.</b>  <b>Job Piece: 35370(04)</b> <b>City: Moore</b> <b>County: Cleveland</b> <b>Parcel: 10</b>		<b>\$500.00</b>

The undersigned contractor or duly authorized agent, of lawful age, being first duly sworn, on oath says that this claim is true and correct. Affiant states that the work, services or materials as shown by this claim have been completed or supplied in accordance with plans, specifications, orders, requests and all other terms of the contract. Affiant further states that (s)he is the duly authorized agent of the contractor for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure the contract or obtain payment; (s)he is fully aware of the facts and circumstances surrounding the making of the contract and has been personally and directly involved in the proceedings leading to the procurement of the contract and the filing of this claim; and, neither the contractor nor anyone subject to the contractor's direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract or obtaining payment.

Subscribed and Sworn before me on 12-1-24 Date Lisa Shelton Signature  
 Lisa Shelton, President

State of \_\_\_\_\_ County of \_\_\_\_\_ Commission Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_ Date \_\_\_\_\_ Notary Public (or Clerk or Judge)

Approval	<b>\$500.00</b>
Approval	
Approval	
Approval	
Approval	
Approval	

ODOT Accounting Distribution

ODOT Acct.	Job Piece	Item	Part	Amount	Object	Encumbrance
Total						

APPROVAL  
 I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.

Agency's Approving Officer

Director \_\_\_\_\_ Date \_\_\_\_\_

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Santa Clara }
On Dec 1, 2024 before me, Jennifer Ligon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Lisa Shelton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Notarized Claim form
Document Date: Dec 1, 2024 Number of Pages: 3
Signer(s) Other Than Named Above: None / Please See the documents

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lisa Shelton
[Checked] Corporate Officer - Title(s): President
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer is Representing: Hosomaki Investments, LLC



J/P: 35370(04)  
City: Moore  
Parcel: 10

CONSENT OF OWNERS RIGHT OF ENTRY

Hosomaki Investments, LLC – 152-154 NE 12th Street, Protected Series, on this 1st Day  
of December 2024

Legal Description:

See attached Exhibit "A" – Legal Description  
See attached Exhibit "B" – Map

The undersigned owner(s) of said land hereby do/does give permission to, City of Moore, OK  
Whose address is 301 N. Broadway, Moore, OK 73160.

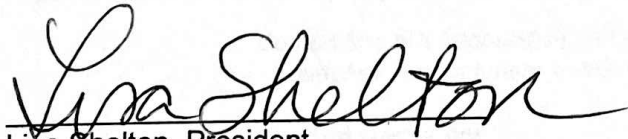
To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a  
safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either  
through negotiations or condemnation.

Authorized occupant / Owner(s):

  
Lisa Shelton, President

SUBSCRIBED and sworn to before me this 1st day of December, 2024.

Notary Public

My commission expires: \_\_\_\_\_

My Commission No: \_\_\_\_\_  
(SEAL)

Dec 1, 2024  
See Attached CA Certificate

Acknowledgement  
Jurat  


CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 1 day of December, 2024, by  
Date Month Year

(1) Lisa Shelton

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Consent of owners Right of Entry

Document Date: Dec 1, 2024 Number of Pages: 1

Signer(s) Other Than Named Above: None



J/P No. 35370(04)  
Project City of Moore  
County Cleveland  
Parcel 10

## Business Certification and Affidavit

I, Lisa Shelton as President do hereby state that I have the legal authority to act on behalf of Hosomaki Investments, LLC – 152-154 NE 12th Street, Protected Series to grant, convey, bargain or sell any real property and conduct any other legal business transactions.

Lisa Shelton  
\_\_\_\_\_  
Lisa Shelton, President

12-1-24  
\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and of this State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Lisa Shelton, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that she executed the same as her free and voluntary act and deed of the LLC, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_

Dec 1, 2024  
See Attached CA Certificate

Acknowledgement

Jurat  
Jenni [Signature]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Santa Clara }
On Dec 1, 2024 before me, Jennifer Ligon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Lisa Shelton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Business Certification and Affidavit
Document Date: Dec 1, 2024 Number of Pages: 1
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lisa Shelton
[checked] Corporate Officer - Title(s): President
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer is Representing: Hosonaki Investments, LLC



AP No. 35370(04)  
County Cleveland  
Parcel No. 11

### SUMMARY OF ACQUISITION

JOB PIECE: 35370(04) CITY: Moore PARCEL(S) 11

PROPERTY LOCATION: Section 14, Township 10N, Range 3W, Cleveland County

BUYER: City of Moore, Oklahoma

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Hosomaki Investments, LLC – 164-166 NE 12th Street, Protected Series  
3225 McLeod Drive, Suite 100  
Las Vegas, Nevada 89121-2257

ASSIGNMENT: Hosomaki Investments, LLC

MORTGAGES AND LIENS: N/A – Temporary Construction Easement only

IMPROVEMENTS: None

DAMAGES: Parcel 11 – 229.17 Sq Ft of Temporary Construction Easement

PROPERTY OWNER(S)/SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

- Temporary Construction Easement for Parcel 11 for 229.17 Sq Ft
- \_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft
- \_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft
- \_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft
- \_\_\_\_\_ for Parcel \_\_\_\_\_ for \_\_\_\_\_ Sq Ft

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$500.00

BUYER AND SELLER AGREE:

Payment includes Any and All damages.  
The city is not responsible for constructing a new right of way fence.  
The city will construct a 20' concrete drive at Sta. 119 + 99.50 RT.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, WILL PREPARE THE FOLLOWING:

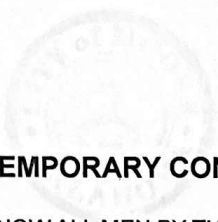
- Check in the amount of \$500.00 to Hosomaki Investments, LLC
- Check in the amount of \_\_\_\_\_ to \_\_\_\_\_
- Check in the amount of \_\_\_\_\_ to \_\_\_\_\_
- Check in the amount of \_\_\_\_\_ to \_\_\_\_\_

Lisa Shelton  
Lisa Shelton, President

12-1-24  
DATE

Jarred Robinson  
ACQUISITION AGENT  
Jarred Robinson

12-1-2024  
DATE



J/P #: 35370(04)

Parcel #: 11

### TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Hosomaki Investments, LLC – 164-166 NE 12th Street, Protected Series of Cleveland County, State of Oklahoma, for and in consideration of the sum of one (1) DOLLARS (\$ 1.00) and other good, valuable and consideration, has/have this day sold to the City of Moore, Oklahoma a temporary easement over the following described land, to-wit:

SELLER: PROPERTY OWNERS, NAME & ADDRESS  
Hosomaki Investments, LLC – 164-166 NE 12th Street, Protected Series  
164-166 NE 12th Street, Protected Series  
See attached Exhibit "A" – Legal Description  
See attached Exhibit "B" – Map  
ASSIGNMENT: Hosomaki Investments, LLC to City of Moore  
MORTGAGES AND LIENS: N/A – Temporary Construction Easement only  
IMPROVEMENTS: None  
DAMAGES: Parcel 11 – 273.12 Sq Ft of Temporary Construction Easement

PROPERTY OWNERS Warranting Full Easement and Grant to the City of Moore, the following documents:  
Temporary Construction Easement for Parcel 11 for 273.12 Sq Ft  
for Parcel 11 for 273.12 Sq Ft  
for Parcel 11 for 273.12 Sq Ft  
for Parcel 11 for 273.12 Sq Ft  
for Parcel 11 for 273.12 Sq Ft

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: None  
It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Moore, Oklahoma and the Transportation Commission by this instrument shall terminate upon completion of the project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, they are the owner(s) in fee simple of the above described tract that said tract is free and clear of all liens of any nature whatsoever except none.

The undersigned owner(s) hereby designate and appoint Hosomaki Investments, LLC as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

  
Lisa Shelton, President

**EXHIBIT "A"**

SHEET 1 OF 2

PARCEL NO. 11.0  
PROJECT NO. JP 35370(04)

TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION

PARCEL NO. 11.0

PART OF HIGH SCHOOL THIRD ADDITION TO THE CITY OF MOORE  
IN THE NORTHWEST QUARTER (NW/4) IN SEC. 14 T10N-R3W  
CITY OF MOORE, CLEVELAND COUNTY, OK

A TEMPORARY CONSTRUCTION EASEMENT LYING IN BLOCK SIX (6), HIGH SCHOOL THIRD ADDITION TO THE CITY OF MOORE AND ALSO BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION FOURTEEN (14), TOWNSHIP 10 NORTH (T-10-N), RANGE 3 WEST (R-3-W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTH-MOST NORTHEAST CORNER OF BLOCK 6, THENCE S 89°36'15" W ON THE NORTH LINE OF SAID BLOCK SIX A DISTANCE OF 327.10 FEET TO A POINT ON THE NORTH LINE OF A PROPERTY RECORDED IN BOOK 5431, PAGE 121 FILED FOR RECORD AT THE CLEVELAND COUNTY CLERK'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING FOR THE EASEMENT TRACT FURTHER DESCRIBED HEREIN;  
THENCE S 00°23'45" E A DISTANCE OF 10.00 FEET;  
THENCE S 89°36'15" W A DISTANCE OF 22.93 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY;  
THENCE N 00°16'24" W ON THE WEST LINE OF SAID PROPERTY A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY;  
THENCE N 89°36'15" E ON THE NORTH LINE OF SAID PROPERTY A DISTANCE OF 22.91 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.005 ACRES (229.17 SQUARE FEET) MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, hereby state that the attached drawing is a true and accurate representation of the parcel description, as shown hereon, it is not a Land or Boundary Survey.

BASIS OF BEARING

The Bearing Base for this survey is the North Line of Block 6 High School Third Addition To The City Of Moore, Bearing S 89°36'15" W Oklahoma State System NAD-83/2011, Oklahoma South Zone, U.S. Survey Feet

SKETCH ON SHEET 2 OF 2



Darren M. Smith, PLS No. 1552  
4555 W. Memorial Rd.  
Oklahoma City, OK 73142



4555 W. MEMORIAL ROAD  
OKLAHOMA CITY, OK 73142  
(405) 753.4200  
CA #32 EXP. 06-30-24

DATE: 08/31/2023  
NW 12st STREET TEMPORARY EASEMENT  
PARCEL NO. 11.0  
CITY OF MOORE

**PARCEL 11.0  
SHEET 1 OF 2**

PROJECT NO. JP 35370(04)

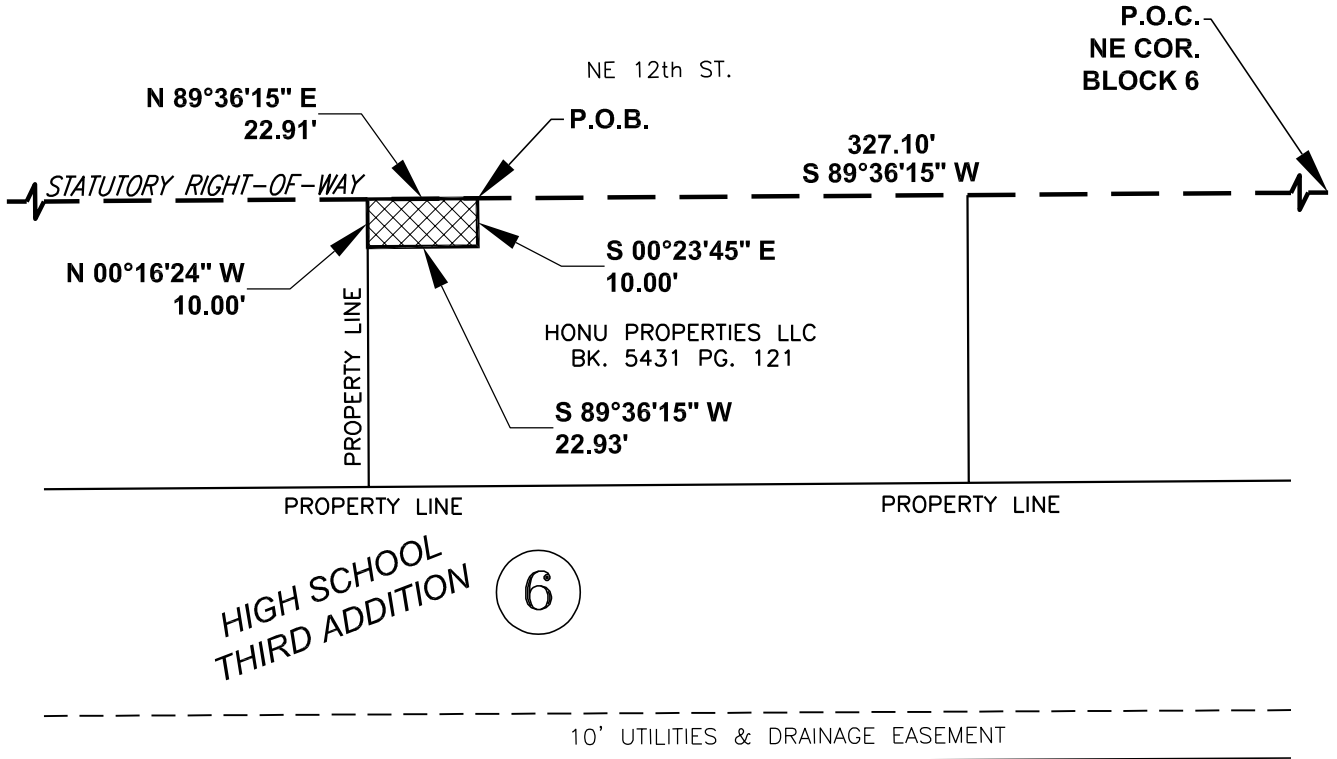
# EXHIBIT "B"

PARCEL NO. 11.0  
PROJECT NO. JP 35370(04)

SHEET 2 OF 2

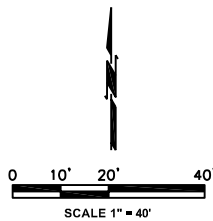
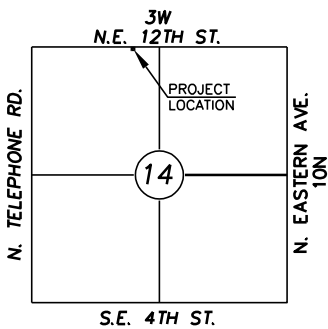
## PARCEL 11.0

PART OF HIGH SCHOOL THIRD ADDITION TO THE CITY OF MOORE  
IN THE NORTHWEST QUARTER (NW/4) IN SEC. 11 T10N-R3W  
CITY OF MOORE, CLEVELAND COUNTY, OK



### BASIS OF BEARING

The Bearing Base for this survey is the North Line of Block 6 High School Third Addition To The City Of Moore, Bearing S 89°36'15" W Oklahoma State System NAD-83/2011, Oklahoma South Zone, U.S. Survey Feet



LEGAL DESCRIPTION ON SHEET 1 OF 2

**CEC**  
4555 W. MEMORIAL ROAD  
OKLAHOMA CITY, OK 73142  
(405) 753.4200  
CA #32 EXP. 06-30-24

DATE: 08/31/2023
NW 12st STREET TEMPORARY EASEMENT
PARCEL NO. 11.0
CITY OF MOORE
<b>PARCEL 11.0</b>
<b>SHEET 2 OF 2</b>
PROJECT NO. JP 35370(04)



State of Oklahoma )  
 ) §  
County of \_\_\_\_\_ )

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Individual Acknowledgement

State of Oklahoma )  
 ) §  
County of \_\_\_\_\_ )

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Individual Acknowledgement

State of \_\_\_\_\_ )  
 ) §  
County of \_\_\_\_\_ )

DEC 1, 2024  
See Attached CA Certificate  
Acknowledgement  
Jurat

Before me, a notary public \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Lisa Shelton to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the LLC for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Trust/LLC/Corporation Acknowledgement

State of Oklahoma )  
 ) §  
County of \_\_\_\_\_ )

Before me, \_\_\_\_\_ in and for this State, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, and as the free and voluntary act and deed of the \_\_\_\_\_ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_ Notary Public

Trust/LLC/Corporation Acknowledgement

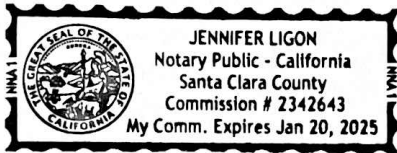
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Santa Clara }  
On Dec 1, 2024 before me, Jennifer Ligon, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Lisa Shelton  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Ligon  
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Notarized claim form  
Document Date: N Dec 1, 2024 Number of Pages: 3  
Signer(s) Other Than Named Above: Please see the document

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lisa Shelton Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): President  Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  Partner -  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_  
Hosomaki Investments, LLC



STATE OF OKLAHOMA )

) ss.

COUNTY OF CLEVELAND )

NOW, on this \_\_\_\_\_, the City Council of the City of Moore, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the City Manager and Clerk of said City of Moore to indicate the same by their signatures and seal of the City of Moore, State of Oklahoma.

CITY OF MOORE, OKLAHOMA

Mark Hamm, Mayor

Brooks Mitchell, City Manager

(SEAL)

ATTEST:

CITY CLERK

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY ATTORNEY

ODOT FORM 324a Rev. 06/2002 DEPARTMENT OF TRANSPORTATION Notarized Claim Form	FUND	AGENCY	ORDER NO.	CLAIM NO.	CLAIM OF: Hosomaki Investments, LLC - 164-166 NE 12th Street, Protected Series
	FOR AGENCY USE ONLY				
ACCOUNT	SUB-ACTIVITY	OBJECT	CFDA	AMOUNT	FOR <b>\$500.00</b> AGAINST Oklahoma Department of Transportation ASSIGNMENT I hereby assign this claim to and authorize the State Treasurer to issue a warrant in payment to said assignee.
Enter the partial payment or final payment number if claim is to be charged against an encumbered order.			Partial No.	Final No.	WARRANT (LOCATOR) NO. Date: _____ Claimant: _____
			TOTAL AMOUNT		
			OSF- AUDITED BY		

Receipt of Goods or Services Date

DATE OF DELIVERY	PURCHASE ORDER NUMBER	ITEM		UNIT PRICE	AMOUNT
		QUANTITY	UNIT		
2024					\$500.00
<b>Payment for:</b> <b>Parcel 11 - 229.17 Sq. Ft. of Temporary Construction Easement</b>  <b>Payment Includes ANY and ALL Damages.</b>  <b>Job Piece: 35370(04)</b> <b>City: Moore</b> <b>County: Cleveland</b> <b>Parcel: 11</b>					

The undersigned contractor or duly authorized agent, of lawful age, being first duly sworn, on oath says that this claim is true and correct. Affiant states that the work, services or materials as shown by this claim have been completed or supplied in accordance with plans, specifications, orders, requests and all other terms of the contract. Affiant further states that (s)he is the duly authorized agent of the contractor for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure the contract or obtain payment; (s)he is fully aware of the facts and circumstances surrounding the making of the contract and has been personally and directly involved in the proceedings leading to the procurement of the contract and the filing of this claim; and, neither the contractor nor anyone subject to the contractor's direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract or obtaining payment.

Subscribed and Sworn before me on 12-1-24 Date Lisa Shelton Signature  
 Lisa Shelton, President

State of \_\_\_\_\_ County of \_\_\_\_\_ Commission Number \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_ Date \_\_\_\_\_ Notary Public (or Clerk or Judge)

Approval	\$500.00
Approval	
Approval	
Approval	
Approval	
Approval	

ODOT Accounting Distribution					
ODOT Acct.	Job Piece	Item	Part.	Amount	Encumbrance
Total					

APPROVAL

I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.

Agency's Approving Officer

Director \_\_\_\_\_ Date \_\_\_\_\_

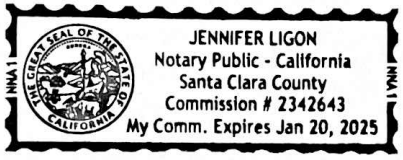
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }  
County of Santa Clara }  
On Dec 1, 2024 before me, Jennifer Ligon, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Lisa Shelton  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Ligon  
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Notarized claim form  
Document Date: N Dec 1, 2024 Number of Pages: 3  
Signer(s) Other Than Named Above: Please see the document

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lisa Shelton  
 Corporate Officer - Title(s): President  
 Partner -  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: Hosomaki Investments, LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)                  Hosomaki Investments, LLC</p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.                  3225 McLEOD DRIVE, UNIT 100</p> <p><b>6</b> City, state, and ZIP code                  LAS VEGAS, NV 89121</p>	<p><b>7</b> List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
<b>or</b>									
<b>Employer identification number</b>									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px; text-align: center;">92</td> <td style="width: 25%; border: 1px solid black; height: 20px; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px; text-align: center;">101</td> <td style="width: 25%; border: 1px solid black; height: 20px; text-align: center;">9034</td> </tr> </table>	92	-	101	9034					
92	-	101	9034						

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <u>12-1-24</u>
------------------	--------------------------	---------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

J/P: 35370(04)  
City: Moore  
Parcel: 11

## CONSENT OF OWNERS RIGHT OF ENTRY

Hosomaki Investments, LLC – 164-166 NE 12th Street, Protected Series, on this 1st Day  
of December 2024

Legal Description:

See attached Exhibit "A" – Legal Description  
See attached Exhibit "B" – Map

The undersigned owner(s) of said land hereby do/does give permission to, City of Moore, OK  
Whose address is 301 N. Broadway, Moore, OK 73160,

To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a  
safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either  
through negotiations or condemnation.

Authorized occupant / Owner(s):

  
\_\_\_\_\_  
Lisa Shelton, President


SUBSCRIBED and sworn to before me this 1 day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My Commission No: \_\_\_\_\_  
(SEAL)

Dec 1, 2024  
See Attached CA Certificate

Acknowledgement  
Jurat  




**CALIFORNIA JURAT**

**GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 1 day of December, 2024, by  
Date Month Year

(1) Lisa Shelton

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Consent of Owners Right of Entry

Document Date: Dec 1, 2024 Number of Pages: 1

Signer(s) Other Than Named Above: None

J/P No. 35370(04)  
Project City of Moore  
County Cleveland  
Parcel 11

## Business Certification and Affidavit

I, Lisa Shelton as President do hereby state that I have the legal authority to act on behalf of Hosomaki Investments, LLC – 164-166 NE 12th Street, Protected Series to grant, convey, bargain or sell any real property and conduct any other legal business transactions.

Lisa Shelton  
Lisa Shelton, President

12-1-24  
Date

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and of this State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Lisa Shelton, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that she executed the same as her free and voluntary act and deed of the LLC, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

My Commission Expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Dec 1, 2024  
See Attached CA Certificate

Acknowledgement

Jura

Jenni J. Ligan

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }
County of Santa Clara }
On Dec 1, 2024 before me, Jennifer Ligon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Lisa Shelton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Business Certification and Affidavit
Document Date: Dec 1, 2024 Number of Pages: 1
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lisa Shelton
[ ] Corporate Officer - Title(s): President
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer is Representing: Hosonaki Investments, LLC



**CLAIMS FOR APPROVAL  
FISCAL YEAR 2024-2025  
COUNCIL MEETING DECEMBER 16, 2024**

**CITY OF MOORE**

Payroll of November 17, 2024 to November 30, 2024		\$	1,338,706.77
Payroll Related Claims		\$	435,885.66
MEDA (Ratification 11-27-24)	(03)	\$	72,371.32
GO Street Bonds 2010 (Ratification 11-21-24)	(04)	\$	123,057.28
GO Street Bonds 2010 (Ratification 11-27-24)		\$	51,889.43
GO Street Bonds 2010 (Ratification 12-04-24)		\$	343,028.11
General Fund (Ratification 11-21-24)	(06)	\$	148,279.38
General Fund (Ratification 11-27-24)		\$	187,937.55
General Fund (Ratification 12-02-24CI)		\$	635,000.00
General Fund (Ratification 12-04-24)		\$	236,628.58
Special Revenue Fund (Ratification 11-21-24)	(08)	\$	75.52
Special Revenue Fund (Ratification 12-04-24)		\$	164,910.06
Urban Renewal Authority (Ratification 11-21-24)	(10)	\$	1,311.00
Urban Renewal Authority (Ratification 12-04-24)		\$	12,554.09
Stormwater Systems (Ratification 11-21-24)	(11)	\$	158,811.97
Stormwater Systems (Ratification 12-04-24)		\$	157,978.91
Public Safety/Streets Sales Tax (Ratification 11-21-24)	(12)	\$	10,365.67
Public Safety/Streets Sales Tax (Ratification 11-27-24)		\$	5,197.89
	<b>Fund Total</b>	<b>\$</b>	<b><u>4,083,989.19</u></b>

**MOORE PUBLIC WORKS AUTHORITY**

Moore Risk Management (Ratification 11-21-24)	(02)	\$	2,000.00
Moore Risk Management (Ratification 11-27-24)		\$	307,470.60
Moore Risk Management (Ratification 12-04-24)		\$	8,022.94
Moore Public Works (Ratification 11-21-24)	(05)	\$	854,728.02
Moore Public Works (Ratification 11-27-24)		\$	17,508.62
Moore Public Works (Ratification 12-04-24)		\$	686,330.95
	<b>Fund Total</b>	<b>\$</b>	<b><u>1,876,061.13</u></b>

<b>ALL FUNDS GRAND TOTAL</b>	<b>\$</b>	<b><u><u>5,960,050.32</u></u></b>
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**CLAIMS FOR RATIFICATION**  
**Fiscal Year 2024-2025**  
**DISTRIBUTION NOVEMBER 21, 2024**  
**COUNCIL MEETING DECEMBER 16, 2024**

**CITY OF MOORE**

GO Street Bonds	(04)	\$	123,057.28
General Fund	(06)	\$	148,279.38
Special Revenue Fund	(08)	\$	75.52
Urban Renewal Authority	(10)	\$	1,311.00
Stormwater Systems	(11)	\$	158,811.97
Public Safety/Streets Sales Tax	(12)	\$	10,365.67
	<b>Fund Total</b>	<b>\$</b>	<b><u>441,900.82</u></b>

**MOORE PUBLIC WORKS AUTHORITY**

Moore Risk Management	(02)	\$	2,000.00
Moore Public Works	(05)	\$	854,728.02
	<b>Fund Total</b>	<b>\$</b>	<b><u>856,728.02</u></b>

**ALL FUNDS GRAND TOTAL**                      **\$ 1,298,628.84**

CLAIMS FOR RATIFICATION

MOORE CITY COUNCIL

COUNCIL MEETING DECEMBER 16, 2024

Moore City Council  
General Fund 2024-2025  
Vendor & Employee Claims

# Moore, OK Purchase Order Claim Register



Fund: 04 - Street Bond Improvements

Check Run : 112124

**Department: 531 - 2019 GO Street/Drainage**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252240	4296	DAVID E. YEAKLEY 04035310 - 54300 - 12002	Utility Easement for Parcel 27.1 Construction	11/20/2024	114257	7,105.00
<b>Department Total :</b>						<b>7,105.00</b>

**Department: 533 - 2021 GO Street/Drainage**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252140	1048	FELLERS, SNIDER, BLANKENSHIP, 04035330 - 54320 - 12001	Legal Services October 2024 Land	11/4/2024	114040	2,714.84
252140	1048	FELLERS, SNIDER, BLANKENSHIP, 04035330 - 54320 - 12001	Legal Services October 2024 Land	11/4/2024	114041	5,612.50
<b>Department Total :</b>						<b>8,327.34</b>

**Department: 534 - 2022 GO Streets/Animal Shelter**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
223181	735	EST, INC. 04035340 - 54315 - 12015	PROFESSIONAL ENGINEERING DESIGN SERVS- Engineering	10/23/2024	114162	6,471.70
223181	735	EST, INC. 04035340 - 54315 - 12016	PROFESSIONAL ENGINEERING DESIGN SERVS- Engineering	10/23/2024	114162	3,333.90
<b>Department Total :</b>						<b>9,805.60</b>

**Department: 537 - 2024 GO Streets**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250495	934	VEOLIA WATER NORTH AMERICA 04035370 - 54300 - 12020	REPAIR & MAINTENANCE (costs in excess) Construction	11/1/2024	114165	97,819.34
<b>Department Total :</b>						<b>97,819.34</b>
<b>Fund Total :</b>						<b>123,057.28</b>

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

Department: 000 - Undesignated

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251483	276	VOSS LIGHTING	LED retrofit bulbs for FAC inventory	10/28/2024	113581	2,050.00
		6 - 12051 -	Inventory Building Maintenance			
250758	1030	OKLA UNIFORM BLDG CODE COMMISSION	State Surcharge for Bldg Permits FY24-25	10/31/2024	113896	712.00
		6 - 20335 -	State Surcharge			
<b>Department Total :</b>						<b>2,762.00</b>

Department: 035 - General Government

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251988	81	MOORE CHAMBER OF COMMERCE	Partnership Legislative Breakfast - Melissa Hunt	10/29/2024	113686	40.00
		06010350 - 52005 -	Dues, Mbrshps, Mtgs & Training			
251987	81	MOORE CHAMBER OF COMMERCE	1/2 Page Color Ad in the Moore Chamber Directory	10/28/2024	113687	1,500.00
		06010350 - 52000 -	Printing & Publications			
251989	92	NORMAN TRANSCRIPT	PUBLICATION OF ORDINANCE 1056.24	10/29/2024	113708	10.80
		06010350 - 52000 -	Printing & Publications			
250043	2443	XEROX FINANCIAL SERVICES	COPIER LEASE PYMTS 06/30/24-07/01/2025	10/31/2024	113717	221.31
		06010350 - 52255 -	Minor Equip Maint/Lease			
250832	3066	QUADIENT LEASING USA, INC.	LEASE ON POSTAGE MACHINE	10/31/2024	113842	1,135.77
		06010350 - 52300 -	Postage Meter Rental			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/4/2024	113921	6,140.51
		06010350 - 52100 -	Electricity			
250117	811	FARMERS BROTHERS COFFEE	CITY OF MOORE LOCATIONS COFFEE SERV AND SUPPLIES	11/4/2024	114033	420.94
		06010350 - 51040 -	Coffee Supples			
252140	1048	FELLERS, SNIDER, BLANKENSHIP,	Legal Services October 2024	11/4/2024	114036	4,252.00
		06010350 - 52370 - 15430	Legal Expense			
252140	1048	FELLERS, SNIDER, BLANKENSHIP,	Legal Services October 2024	11/4/2024	114038	475.50
		06010350 - 52370 -	Legal Expense			
252140	1048	FELLERS, SNIDER, BLANKENSHIP,	Legal Services October 2024	11/4/2024	114039	1,000.50
		06010350 - 52370 - 15460	Legal Expense			
251347	2748	SUNDANCE OFFICE SUPPLY, INC.	legal paper for PW	9/17/2024	114097	107.90
		06010350 - 51000 -	General Office Supplies			
250507	1727	OKLAHOMA NATURAL GAS	NATURAL GAS	11/8/2024	114106	413.16
		06010350 - 52105 -	Natural Gas			
252193	92	NORMAN TRANSCRIPT	Publication of Resolution No. 93(24)	10/31/2024	114145	414.65
		06010350 - 52000 -	Printing & Publications			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/12/2024	114166	29.72
		06010350 - 52100 -	Electricity			
252216	3706	PIERCE COUCH HENDRICKSON BAYSINGER & GREEN, LLP	Legal Services October 2024	11/14/2024	114231	565.10
		06010350 - 52370 - 15435	Legal Expense			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

## Department: 035 - General Government

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252216	3706	PIERCE COUCH HENDRICKSON BAYSINGER & GREEN, LLP	Legal Services October 2024	11/14/2024	114232	330.00
		06010350 - 52370 - 15440	Legal Expense			
252216	3706	PIERCE COUCH HENDRICKSON BAYSINGER & GREEN, LLP	Legal Services October 2024	11/14/2024	114233	5,961.50
		06010350 - 52370 - 15465	Legal Expense			
250117	811	FARMERS BROTHERS COFFEE	CITY OF MOORE LOCATIONS COFFEE SERV AND SUPPLIES	10/9/2024	114254	430.94
		06010350 - 51040 -	Coffee Supples			
250117	811	FARMERS BROTHERS COFFEE	CITY OF MOORE LOCATIONS COFFEE SERV AND SUPPLIES	11/4/2024	114255	220.47
		06010350 - 51040 -	Coffee Supples			
250117	811	FARMERS BROTHERS COFFEE	CITY OF MOORE LOCATIONS COFFEE SERV AND SUPPLIES	10/22/2024	114256	220.47
		06010350 - 51040 -	Coffee Supples			

**Department Total : 23,891.24**

## Department: 040 - Managerial

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252214	1361	MARK S HAMM	Expense Reimbursement - Per Brooks	11/19/2024	114230	124.33
		06010400 - 52005 -	Dues, Mbrshps, Mtgs & Training			

**Department Total : 124.33**

## Department: 041 - City Attorney

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250195	2171	TOUCH THEM ALL INC	PRE-EMPLOYMENT BACKGROUND SCREENING	10/31/2024	113781	43.50
		06010410 - 52360 -	Professional Services			
250376	141	WEST GROUP PAYMENT CENTER	July 2024 - June 2025 Subscription	11/1/2024	114061	1,163.47
		06010410 - 52000 -	Printing & Publications			

**Department Total : 1,206.97**

## Department: 042 - Central Purchasing

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251510	3274	WAXIE'S ENTERPRISES, LLC	12 OZ FOAM CUPS 12J12 1000 PERCS	10/28/2024	113728	184.20
		06010420 - 51010 -	Janitorial/Custodial Supplies			

**Department Total : 184.20**

## Department: 043 - Finance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251933	2748	SUNDANCE OFFICE SUPPLY, INC.	CUSTOMER SERVICE 2025 CALENDARS	10/28/2024	113639	50.40
		06010430 - 51000 -	General Office Supplies			
251934	3164	AMAZON.COM SALES, INC.	calendars for customer service	10/28/2024	113709	23.89
		06010430 - 51000 -	General Office Supplies			
	3164	AMAZON.COM SALES, INC.	Credit for part of Invoice 1D74- QRH3-VY1Y	11/1/2024	113906	-15.60

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

## Department: 043 - Finance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06010430 - 51000 -	General Office Supplies			
<b>Department Total :</b>						<b>58.69</b>

## Department: 044 - Information Technology

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251898	780	TYLER TECHNOLOGIES, INC	SUPPORT & UPDATE LICENSING STD FUEL INTERFACE	11/1/2024	113379	1,081.32
		06010440 - 52475 -	Software Maintenance Fees			
252003	3164	AMAZON.COM SALES, INC.	Wireless mounts and Wireless keypads	11/3/2024	113824	48.37
		06010440 - 51150 -	Minor Equipment			
250008	3610	OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION	OneNet internet service July 24-June 24	10/31/2024	113825	1,240.00
		06010440 - 52135 -	Internet Expense			
251986	3164	AMAZON.COM SALES, INC.	Scanner for Vanessa	10/30/2024	113826	248.03
		06010440 - 51150 -	Minor Equipment			
252001	2427	KNOWBE4, INC	Knowbe4 renewal	10/31/2024	114175	9,936.00
		06010440 - 52352 -	Security Software			
250598	944	CELLCO PARTNERSHIP	Verizon wireless bill July 24-July 25	11/10/2024	114176	90.12
		06010440 - 52130 -	Wireless Tech Licenses			
<b>Department Total :</b>						<b>12,643.84</b>

## Department: 045 - Human Resources

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250345	3971	UNDERGROUND VAULTS & STORAGE, INC	STORAGE FOR HR PERSONNEL FILES	10/31/2024	113980	19.73
		06010450 - 52355 -	Contract Services			
<b>Department Total :</b>						<b>19.73</b>

## Department: 046 - Public Affairs

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250616	74	MATTOCKS PRINTING CO. LLC	Blanket PO July 1, 2024 - June 30, 2025 - printing	10/28/2024	113665	1,798.00
		06010460 - 52000 -	Printing & Publications			
250284	571	BRENT WHEELBARGER	Promotion TV/Marketing July 1 - June 1	10/31/2024	113718	3,500.00
		06010460 - 52167 -	Digital Media			
252094	1222	BOSS PRINT DESIGN, INC	Mayor Mark Hamm - Thank you cards	11/11/2024	114042	370.00
		06010460 - 52000 -	Printing & Publications			
<b>Department Total :</b>						<b>5,668.00</b>

## Department: 050 - Municipal Court

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250029	780	TYLER TECHNOLOGIES, INC	MONTHLY FEES TO SUPPORT AND HOST WEB SITE COURT	11/1/2024	113514	125.00
		06020500 - 52480 -	Online Payment Site Fees			
<b>Department Total :</b>						<b>125.00</b>

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

Department: 051 - Police

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250195	2171	TOUCH THEM ALL INC	PRE-EMPLOYMENT BACKGROUND SCREENING	10/31/2024	113781	14.50
		06020510 - 52360 -	Professional Services			
252172	4293	BLUE HAVEN FIREARMS, LLC	KEY TO CITY PLAQUE TOBY KEITH	11/9/2024	114111	80.00
		06020510 - 51250 -	Misc. Materials & Supplies			
252164	2776	PARKER ELLIS	FY 24 CLOTHING ALLOWANCE ELLIS,J	11/13/2024	114112	340.99
		06020510 - 51225 -	Uniform Acquisition/Rental			
252170	3077	INTERNATIONAL ASSOCIATION FOR PROPERTY AND	TRAINING ANGELA BERRY	11/14/2024	114113	215.00
		06020510 - 52006 -	Training			
252161	1705	SAMS CLUB DIRECT	pills for Ellie throwing up	11/8/2024	114114	5.98
		06020510 - 52315 -	K-9 Expense			
250055	610	SCROGGINS ANIMAL HOSPITAL LLC	BLANKET PO FOR K-9 X 3	11/6/2024	114116	121.84
		06020510 - 52315 -	K-9 Expense			
252142	58	GLOCK, INC.	Armorer school Kenneth Pitts Moore	9/11/2024	114117	300.00
		06020510 - 52006 -	Training			
251980	616	JOHN E REID & ASSOCIATES INC	Course Registration Minard/Melton/Queen/Hicks	10/31/2024	114119	2,340.00
		06020510 - 52006 -	Training			
251995	3164	AMAZON.COM SALES, INC.	24 pack d ring tie downs for RIPP restraints	10/31/2024	114122	22.88
		06020510 - 51150 -	Minor Equipment			
252098	1705	SAMS CLUB DIRECT	Refreshments for Lt & Capt promotion	11/1/2024	114124	50.92
		06020510 - 51250 -	Misc. Materials & Supplies			
252187	3955	RYAN MINARD	FY 24 CLOTHING ALLOWANCE	11/15/2024	114131	400.00
		06020510 - 51225 -	Uniform Acquisition/Rental			
250055	610	SCROGGINS ANIMAL HOSPITAL LLC	BLANKET PO FOR K-9 X 3	8/19/2024	114141	121.84
		06020510 - 52315 -	K-9 Expense			
252096	572	SPECTRO WIRE & CABLE, INC	Vehicle outfitting supplies	10/30/2024	114153	199.10
		06020510 - 51070 -	Parts			
250286	2483	UNITED PARCEL SERVICE INC	FY25 Shipping Fees by Lt Dudley, MPD	11/16/2024	114170	16.74
		06020510 - 52360 -	Professional Services			
250055	610	SCROGGINS ANIMAL HOSPITAL LLC	BLANKET PO FOR K-9 X 3	11/15/2024	114222	139.44
		06020510 - 52315 -	K-9 Expense			
252165	3164	AMAZON.COM SALES, INC.	(4)APX6000 RadioChargers for Motorola Radios	11/16/2024	114226	136.76
		06020510 - 52270 -	Radio Equipment Maint/Repair			
252100	3164	AMAZON.COM SALES, INC.	Art supplies for Washington geo policing project	11/16/2024	114227	70.92
		06020510 - 51000 -	General Office Supplies			
252101	3164	AMAZON.COM SALES, INC.	(6) 6 PACK 5X7-3/4 SPIRAL NOTEBOOKS	11/15/2024	114228	101.94
		06020510 - 51000 -	General Office Supplies			



# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

Department: 051 - Police

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250506	944	CELLCO PARTNERSHIP	CELL PHONE SERVICE	11/1/2024	114235	43.32
		06020510 - 52110 -	Telephone			
<b>Department Total :</b>						<b>4,722.17</b>

Department: 052 - Communications/Dispatch

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250195	2171	TOUCH THEM ALL INC	PRE-EMPLOYMENT BACKGROUND SCREENING	10/31/2024	113781	29.00
		06020520 - 52360 -	Professional Services			
251994	1222	BOSS PRINT DESIGN, INC	2x3 paper poster,4 foam boards/standoffs artifact	11/8/2024	114120	456.00
		06020520 - 52000 -	Printing & Publications			
251360	708	FOREMOST PROMOTIONS	911 KEYCHAIN WHISTLE BURGERS & BADGES	9/20/2024	114125	237.50
		06020520 - 51000 -	General Office Supplies			
251294	3204	MEDICAL PRIORITY CONSULTANTS, INC.	EMD SOFTWARE CLASS - GRADY	10/15/2024	114126	179.00
		06020520 - 52006 -	Training			
251370	3204	MEDICAL PRIORITY CONSULTANTS, INC.	EMD SOFTWARE MCLEMORE	11/6/2024	114127	179.00
		06020520 - 52006 -	Training			
252102	3164	AMAZON.COM SALES, INC.	4 BINDER TABS	11/14/2024	114229	97.00
		06020520 - 51000 -	General Office Supplies			
250964	38	DEPT OF PUBLIC SAFETY	OLETS SERVICE FOR 12 MONTHS	8/16/2024	114266	1,920.00
		06020520 - 52205 -	Other Rentals & Fees			
250964	38	DEPT OF PUBLIC SAFETY	OLETS SERVICE FOR 12 MONTHS	9/17/2024	114267	1,920.00
		06020520 - 52205 -	Other Rentals & Fees			
250964	38	DEPT OF PUBLIC SAFETY	OLETS SERVICE FOR 12 MONTHS	10/15/2024	114268	1,920.00
		06020520 - 52205 -	Other Rentals & Fees			
250964	38	DEPT OF PUBLIC SAFETY	OLETS SERVICE FOR 12 MONTHS	11/19/2024	114269	1,920.00
		06020520 - 52205 -	Other Rentals & Fees			
<b>Department Total :</b>						<b>8,857.50</b>

Department: 053 - Emergency Management

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251937	72	LOWE'S BUSINESS ACCOUNT	Multimeters for pickup, MCV	10/29/2024	113622	66.46
		06020530 - 52255 -	Minor Equip Maint/Lease			
250793	637	STANDLEY SYSTEMS	Monthly copier overage	11/1/2024	113820	118.77
		06020530 - 52255 -	Minor Equip Maint/Lease			
250793	637	STANDLEY SYSTEMS	Monthly copier overage	11/1/2024	113821	0.06
		06020530 - 52255 -	Minor Equip Maint/Lease			
251836	88	MOTOROLA SOLUTIONS, INC	Replacement handset for remote at Fire Station #2	11/14/2024	114132	66.00
		06020530 - 52270 -	Radio Equipment Maint/Repair			
<b>Department Total :</b>						<b>251.29</b>

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

Department: 054 - Fire

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252019	3729	BPB HOLDING CORP	Batteries for Aerial Monitors on Ladders	10/30/2024	113855	25.86
		06020540 - 51070 -	Parts			
251559	1842	MYDER FIRE SUPPORT SERVICES	Repairs to Ladders Damaged in Accident	10/30/2024	113929	335.00
		06020540 - 51160 -	Minor Safety Equipment			
252020	3756	CITY OF NORMAN	Run report books for MFD	10/29/2024	113930	211.74
		06020540 - 52000 -	Printing & Publications			
251169	1842	MYDER FIRE SUPPORT SERVICES	Annual Aerial Testing (L1 & L4) & Ground Ladders	10/30/2024	113935	2,011.55
		06020540 - 51070 -	Parts			
252072	2356	OKLAHOMA TURNPIKE AUTHORITY	Turnpike Fees to OKIAAI Conference	11/1/2024	113936	13.75
		06020540 - 51035 -	Fire Prevention Edu Supplies			
251888	564	AIR CLEANING TECHNOLOGIES	Plymovent Adapter for E-22	10/31/2024	113937	359.63
		06020540 - 51070 -	Parts			
251890	4029	BANNER FIRE EQUIPMENT, INC	Annual Pump Testing L-4	10/31/2024	113960	375.00
		06020540 - 51070 -	Parts			
252138	3127	GLENN WRIGHT	Tuition Reimbursement Fall 2024	11/12/2024	114027	420.87
		06020540 - 52007 -	Tuition Reimbursement			
251683	1755	HOME DEPOT CREDIT SERVICES	Janitorial & Training Supplies for MFD	8/14/2024	114059	0.00
		06020540 - 51010 -	Janitorial/Custodial Supplies			
251683	1755	HOME DEPOT CREDIT SERVICES	Janitorial & Training Supplies for MFD	8/14/2024	114059	0.00
		06020540 - 51070 -	Parts			
251683	1755	HOME DEPOT CREDIT SERVICES	Janitorial & Training Supplies for MFD	8/14/2024	114059	57.06
		06020540 - 52260 -	Building Maintenance/Repair			
252139	3127	GLENN WRIGHT	Reimbursement for NREMT Paramedic	11/5/2024	114098	85.00
		06020540 - 52005 -	Dues, Mbrshps, Mtgs & Training			
252107	2380	CINTAS CORPORATION #2	Uniform Cleaning & Rental for MFD Nov / Dec	11/4/2024	114109	373.42
		06020540 - 52250 -	Uniform Cleaning & Repair			
252107	2380	CINTAS CORPORATION #2	Uniform Cleaning & Rental for MFD Nov / Dec	11/11/2024	114110	365.95
		06020540 - 52250 -	Uniform Cleaning & Repair			

Department Total : 4,634.83

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250512	72	LOWE'S BUSINESS ACCOUNT	MATERIALS AND SUPPLIES STREET DEPARTMENT	10/28/2024	113523	11.38
		06040640 - 51105 -	Street Materials			
251764	312	GOLD STAR GRAPHICS	KNIT CAPS FOR PUBLIC WORKS	10/28/2024	113681	360.00
		06040640 - 52355 -	Contract Services			
251946	3164	AMAZON.COM SALES, INC.	RETIREMENT ITEMS FOR MARK LEACH	10/27/2024	113683	38.98
		06040640 - 51250 -	Misc. Materials & Supplies			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251667	394	METRO TURF	MINOR EQUIPMENT, PARTS ETC.	10/29/2024	113692	221.26
		06040640 - 51070 -	Parts			
250520	724	JONES TIRE, LLC	REPAIRS FOR TRAILERS WHEELS ETC	10/29/2024	113695	506.50
		06040640 - 52354 -	Outsource Labor			
250520	724	JONES TIRE, LLC	REPAIRS FOR TRAILERS WHEELS ETC	10/28/2024	113696	10.00
		06040640 - 52354 -	Outsource Labor			
250512	72	LOWE'S BUSINESS ACCOUNT	MATERIALS AND SUPPLIES STREET DEPARTMENT	11/1/2024	113777	62.64
		06040640 - 51105 -	Street Materials			
252008	1705	SAMS CLUB DIRECT	SUPPLIES, WATER, GATORADE ECT	11/1/2024	113778	87.30
		06040640 - 51250 -	Misc. Materials & Supplies			
252008	1705	SAMS CLUB DIRECT	SUPPLIES, WATER, GATORADE ECT	11/1/2024	113779	54.85
		06040640 - 51250 -	Misc. Materials & Supplies			
252008	1705	SAMS CLUB DIRECT	SUPPLIES, WATER, GATORADE ECT	11/1/2024	113780	89.87
		06040640 - 51250 -	Misc. Materials & Supplies			
250195	2171	TOUCH THEM ALL INC	PRE-EMPLOYMENT BACKGROUND SCREENING	10/31/2024	113781	14.50
		06040640 - 52360 -	Professional Services			
250525	1764	SIGNAL SYSTEM MANAGEMENT	SSM PROJECT-19TH STREET SIGNAL COORDINATION	11/1/2024	113792	1,460.00
		06040640 - 52358 -	Signal Light Monitoring			
250118	11	AMERICAN LOGO & SIGN INC.	SIGNS FOR THE CITY OF MOORE	10/29/2024	113795	1,606.26
		06040640 - 51105 -	Street Materials			
250810	235	FIRST AID EXPRESS	STREET DEPART FIRST AID REPLACEMENT ITEMS, ETC	11/4/2024	113797	27.50
		06040640 - 51020 -	Safety Supplies			
250542	726	EUREKA WATER COMPANY	MACHINE RENTALS FOR FY 2024/2025	10/31/2024	113799	30.49
		06040640 - 52355 -	Contract Services			
250542	726	EUREKA WATER COMPANY	MACHINE RENTALS FOR FY 2024/2025	10/31/2024	113800	17.49
		06040640 - 52355 -	Contract Services			
251939	859	HARD HAT SAFETY & GLOVE LLC	SAFETY GLASSES, ECT FOR PUBLIC WORKS	11/4/2024	113873	681.60
		06040640 - 51020 -	Safety Supplies			
250154	1313	CENTRAL OKLAHOMA HOSE, INC	HOSES FOR STREET EQUIPMENT, MOWERS ETC	11/4/2024	113875	177.66
		06040640 - 52354 -	Outsource Labor			
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	11/2/2024	113876	105.00
		06040640 - 52357 -	Mowing			
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	11/2/2024	113877	735.00
		06040640 - 52357 -	Mowing			
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC	MOWING FOR CITY OF MOORE P.W.	11/2/2024	113878	420.00
		06040640 - 52357 -	Mowing			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113879	420.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113881	735.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113882	525.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113883	231.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113884	300.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113885	785.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113886	231.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113887	126.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113888	168.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113889	231.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113890	609.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113891	157.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113892	100.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113893	189.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113894	630.00
252056	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	113895	735.00
251960	4087	DUSTIN ENTERPRISES INC. 06040640 - 51105 -	2 PALLETS OF MASTIC, 2 PALLETS OF 3405 Street Materials	10/30/2024	113919	6,345.00
250484	103	OKLAHOMA GAS & ELECTRIC 06040640 - 52100 -	ELECTRICITY Electricity	11/4/2024	113921	34.65

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251504	154	TRAFFIC SIGNALS INC. 06040640 - 51070 -	CABINET POWER SUPPLIES Parts	11/4/2024	113955	1,198.00
250484	103	OKLAHOMA GAS & ELECTRIC 06040640 - 52100 -	ELECTRICITY Electricity	11/7/2024	114032	2,007.06
250512	72	LOWE'S BUSINESS ACCOUNT 06040640 - 51105 -	MATERIALS AND SUPPLIES STREET DEPARTMENT Street Materials	11/1/2024	114049	31.33
252082	2604	AKTION CLUB OF SANTA FE PLACE 06040640 - 52355 -	CREWS CLEANING UP RIVERWALK AREA Contract Services	11/1/2024	114051	638.00
252081	697	ACTION SAFETY SUPPLY CO. 06040640 - 53100 -	NE 27TH, EASTERN TO BRYANT MOORE, OK Street Striping	11/4/2024	114052	12,140.64
252080	697	ACTION SAFETY SUPPLY CO. 06040640 - 53100 -	SW 19TH AND TELEPHONE RD Street Striping	10/31/2024	114053	591.22
252145	3863	A & A LAWN CARE SERVICE LLC 06040640 - 52350 -	TEMP WORK FOR CITY OF MOORE STREET DEPARTMENT Temporary Labor	11/11/2024	114063	1,200.00
250154	1313	CENTRAL OKLAHOMA HOSE, INC 06040640 - 52354 -	HOSES FOR STREET EQUIPMENT, MOWERS ETC Outsource Labor	10/28/2024	114070	40.06
250154	1313	CENTRAL OKLAHOMA HOSE, INC 06040640 - 52354 -	HOSES FOR STREET EQUIPMENT, MOWERS ETC Outsource Labor	10/24/2024	114071	215.96
252050	2380	CINTAS CORPORATION #2 06040640 - 52355 -	UNIFORM CLEANING, MATS FOR 2024/2025 Contract Services	10/30/2024	114072	225.38
252050	2380	CINTAS CORPORATION #2 06040640 - 52355 -	UNIFORM CLEANING, MATS FOR 2024/2025 Contract Services	10/30/2024	114073	229.65
252050	2380	CINTAS CORPORATION #2 06040640 - 52355 -	UNIFORM CLEANING, MATS FOR 2024/2025 Contract Services	10/30/2024	114074	265.05
252050	2380	CINTAS CORPORATION #2 06040640 - 52355 -	UNIFORM CLEANING, MATS FOR 2024/2025 Contract Services	10/30/2024	114075	62.49
252055	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	114077	168.00
252055	3408	TUS NUA LAWN AND LANDSCAPE, LLC 06040640 - 52357 -	MOWING FOR CITY OF MOORE P.W. Mowing	11/2/2024	114078	420.00
251225	4025	ATHENS TECHNICAL SPECIALISTS, INC. 06040640 - 52354 -	CALIBRATION FOR PCMT 8000 TESTER Outsource Labor	10/1/2024	114085	731.32
251572	3164	AMAZON.COM SALES, INC. 06040640 - 51250 -	12 PACK SHOP VAC BAGS Misc. Materials & Supplies	10/1/2024	114086	19.99
252158	3938	NOE SILVA CALDERON 06040640 - 52355 -	SAFETY FOOTWEAR REIMBURSEMENT FOR NOE SILVA Contract Services	11/8/2024	114094	190.07
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/8/2024	114108	34.65

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

## Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06040640 - 52100 -	Electricity			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/12/2024	114166	93.06
		06040640 - 52100 -	Electricity			
250506	944	CELLCO PARTNERSHIP	CELL PHONE SERVICE	11/1/2024	114235	86.64
		06040640 - 52110 -	Telephone			
<b>Department Total :</b>						<b>39,858.50</b>

## Department: 065 - Animal Welfare

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251597	1755	HOME DEPOT CREDIT SERVICES	General shelter supplies and tools	10/31/2024	113735	89.96
		06040650 - 51065 -	Animal Shelter Supplies			
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	10/30/2024	113736	26.40
		06040650 - 52390 -	Veterinarian Services			
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	10/30/2024	113737	352.00
		06040650 - 52390 -	Veterinarian Services			
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	10/28/2024	113738	88.00
		06040650 - 52390 -	Veterinarian Services			
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	10/29/2024	113739	211.00
		06040650 - 52390 -	Veterinarian Services			
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	10/29/2024	113740	290.46
		06040650 - 52390 -	Veterinarian Services			
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	10/29/2024	113741	505.66
		06040650 - 52390 -	Veterinarian Services			
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	10/31/2024	113743	752.00
		06040650 - 52390 -	Veterinarian Services			
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	11/4/2024	113965	207.00
		06040650 - 52390 -	Veterinarian Services			
250506	944	CELLCO PARTNERSHIP	CELL PHONE SERVICE	11/1/2024	114235	313.24
		06040650 - 52110 -	Telephone			
<b>Department Total :</b>						<b>2,835.72</b>

## Department: 068 - Fleet Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250162	724	JONES TIRE, LLC	OUTSOURCE LABOR, ETC	10/29/2024	113986	15.00
		06040680 - 52354 -	Outsource Labor			
250162	724	JONES TIRE, LLC	OUTSOURCE LABOR, ETC	10/28/2024	113987	15.00
		06040680 - 52354 -	Outsource Labor			
250187	235	FIRST AID EXPRESS	FIRST AID REPLACEMENT ITEMS, ETC	10/28/2024	113988	142.55
		06040680 - 51020 -	Safety Supplies			
250173	46	FARRINGTON TRUCK TOWING	OUTSOURCE LABOR, ETC	11/4/2024	113990	518.00
		06040680 - 52354 -	Outsource Labor			
251056	4029	BANNER FIRE EQUIPMENT, INC	OUTSOURCE LABOR, ETC	10/31/2024	113992	580.47
		06040680 - 52354 -	Outsource Labor			
252124	2025	M & N DEALERSHIPS XII LLC	OUTSOURCE LABOR	10/30/2024	113994	3,993.04

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

Department: 068 - Fleet Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06040680 - 52354 -	Outsource Labor			
252124	2025	M & N DEALERSHIPS XII LLC	OUTSOURCE LABOR	11/1/2024	113995	260.71
		06040680 - 52354 -	Outsource Labor			
250506	944	CELLCO PARTNERSHIP	CELL PHONE SERVICE	11/1/2024	114235	91.64
		06040680 - 52110 -	Telephone			
<b>Department Total :</b>						<b>5,616.41</b>

Department: 069 - Building Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250134	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	10/30/2024	113745	1.93
		06040690 - 51100 -	Building Materials			
251718	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	10/30/2024	113746	306.33
		06040690 - 51100 -	Building Materials			
250134	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	11/4/2024	113835	1.58
		06040690 - 51100 -	Building Materials			
251718	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	11/4/2024	113837	29.77
		06040690 - 51100 -	Building Materials			
251644	276	VOSS LIGHTING	LIGHTING SUPPLIES FOR BUILDING MAINTENANCE	11/4/2024	113838	440.00
		06040690 - 51070 -	Parts			
251718	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	10/30/2024	114066	1.93
		06040690 - 51100 -	Building Materials			
251718	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	11/4/2024	114067	29.77
		06040690 - 51100 -	Building Materials			
250133	69	JOHNSTONE SUPPLY INC	MISCELLANEOUS SHOP TOOLS, TRUCK TOOLS, ET. AL.	10/29/2024	114083	8.28
		06040690 - 51150 -	Minor Equipment			
250506	944	CELLCO PARTNERSHIP	CELL PHONE SERVICE	11/1/2024	114235	48.32
		06040690 - 52110 -	Telephone			
<b>Department Total :</b>						<b>867.91</b>

Department: 070 - Parks & Recreation Admin

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251581	33	CROSSLANDS A & A RENT-ALL	Parks & Rec- Restrooms for Haunt Old Town 2024	10/28/2024	113659	1,272.00
		06050700 - 52515 -	Special Events			
250772	1943	CINTAS FIRST AID AND SAFETY #418	(B) MCC Monthly AED AGMT	10/31/2024	113817	107.00
		06050700 - 52255 -	Minor Equip Maint/Lease			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/4/2024	113921	66.69
		06050700 - 52100 -	Electricity			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/7/2024	114032	38.79
		06050700 - 52100 -	Electricity			
252150	1755	HOME DEPOT CREDIT SERVICES	The Station - Special Event supplies	9/18/2024	114210	396.00



# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

## Department: 070 - Parks & Recreation Admin

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06050700 - 52515 -	Special Events			
252150	1755	HOME DEPOT CREDIT SERVICES	The Station - Special Event supplies	9/19/2024	114211	70.52
		06050700 - 52515 -	Special Events			
252150	1755	HOME DEPOT CREDIT SERVICES	The Station - Special Event supplies	9/19/2024	114212	11.10
		06050700 - 52515 -	Special Events			
244344	1135	ADMIRAL EXPRESS, INC	Labor to produce shop drawings	11/15/2024	114213	1,500.00
		06050700 - 52360 -	Professional Services			

**Department Total : 3,462.10**

## Department: 071 - Senior Citizen Service

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251627	3571	RICHARD GONZALEZ	Contract Services Bus Driver	11/16/2024	114130	401.25
		06050710 - 52355 -	Contract Services			
250506	944	CELLCO PARTNERSHIP	CELL PHONE SERVICE	11/1/2024	114235	43.32
		06050710 - 52110 -	Telephone			

**Department Total : 444.57**

## Department: 073 - Parks & Recreation Activities

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250195	2171	TOUCH THEM ALL INC	PRE-EMPLOYMENT BACKGROUND SCREENING	10/31/2024	113781	787.00
		06050730 - 52545 -	Misc Services & Charges			
250394	2826	EAGLE ONE PIZZA	(B) Pizza for Parents Night Out	11/1/2024	113814	48.00
		06050730 - 52585 -	Recreation Classes			
252027	3164	AMAZON.COM SALES, INC.	The Station - Thanksgiving Break Camp supplies	11/4/2024	114013	50.36
		06050730 - 52585 -	Recreation Classes			
252153	4290	MONICA LEA HALE	Sew Much Fun 11-16-24	11/14/2024	114082	50.00
		06050730 - 52590 -	Program Instructors			
252146	4168	CHRISTOPHER ADAMS	Pickleball Lessons 11924	11/14/2024	114093	70.00
		06050730 - 52590 -	Program Instructors			
252149	79	MTM RECOGNITION CORPORATION	The Station -Laser etched plate for league champs	9/9/2024	114204	30.00
		06050730 - 51300 -	Awards (Sport Programs)			
252218	4168	CHRISTOPHER ADAMS	Pickleball Lessons Nov. 16	11/18/2024	114224	70.00
		06050730 - 52590 -	Program Instructors			
252219	4174	ELIZABETA ABRAMOVIC	Coordinator Pickleball Lessons 111624	11/18/2024	114225	150.00
		06050730 - 52590 -	Program Instructors			

**Department Total : 1,255.36**

## Department: 074 - Parks & Cemetery Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251364	2654	KELLI COLLINS	Climbing panels for Little River North playground	10/28/2024	113629	2,450.97
		06050740 - 52280 -	Playground Maint/Repair			
250171	3649	KEVIN GRANT	(B) Parks - Landscaping of select city properties	10/28/2024	113632	1,950.00
		06050740 - 52505 -	Landscaping			



# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

Department: 074 - Parks & Cemetery Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250563	79	MTM RECOGNITION CORPORATION 06050740 - 52170 -	Plaque for Memorial Bench at BT Park Special Projects	10/29/2024	113634	386.15
251372	3854	HERITAGE LANDSCAPE SUPPLY GROUP, INC 06050740 - 51055 -	(B) Parks Maintenance -Chemicals, fertilizer,etc. Chemicals	10/29/2024	113793	50.00
251372	3854	HERITAGE LANDSCAPE SUPPLY GROUP, INC 06050740 - 51055 -	(B) Parks Maintenance -Chemicals, fertilizer,etc. Chemicals	10/29/2024	113794	50.00
252013	352	CHAPPELL SUPPLY & EQUIP 06050740 - 51250 -	Replacement hoses for power washer Misc. Materials & Supplies	11/1/2024	113804	571.48
251607	3601	FARRIS D SMITH 06050740 - 52170 -	Restripe Tennis & BBall Courts at Greenbriar Park Special Projects	11/14/2024	114202	505.00
252176	3601	FARRIS D SMITH 06050740 - 52260 -	Repainting Pavillon Surfacing at Greenbriar Park Building Maintenance/Repair	11/6/2024	114203	350.00
251239	1222	BOSS PRINT DESIGN, INC 06050740 - 52000 -	(B) Parks Maint. - Signs, banners, etc. Printing & Publications	11/11/2024	114207	125.00
250999	72	LOWE'S BUSINESS ACCOUNT 06050740 - 51250 -	(B) Parks Maint. - Misc materials and supplies Misc. Materials & Supplies	8/30/2024	114216	41.14
250559	71	LOCKE SUPPLY, INC. 06050740 - 52260 -	(B) Parks Maintenance-Bldg maint/repair supplies Building Maintenance/Repair	11/14/2024	114220	21.56
250506	944	CELLCO PARTNERSHIP 06050740 - 52125 -	CELL PHONE SERVICE Cellular Phone Service	11/1/2024	114235	48.32
250802	1802	TOPPS POWDER COATING, LLC 06050740 - 51250 -	Powder Coat Park Bench Misc. Materials & Supplies	8/12/2024	114241	455.50
<b>Department Total :</b>						<b>7,005.12</b>

Department: 075 - Moore Recreation Center

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251998	3164	AMAZON.COM SALES, INC. 06050750 - 52260 -	The Station -Compact Programmable LED Driver Building Maintenance/Repair	10/31/2024	113784	112.00
251999	3164	AMAZON.COM SALES, INC. 06050750 - 51250 -	The Station - Misc. supplies Misc. Materials & Supplies	10/31/2024	113785	27.95
251997	3164	AMAZON.COM SALES, INC. 06050750 - 51150 -	The Station - Fitness apparatus Minor Equipment	10/30/2024	113790	129.98
251970	61	GRAINGER, W W, INC 06050750 - 52260 -	(B) The Station - Bldg. Maint/Repair Building Maintenance/Repair	10/29/2024	113796	255.12
250443	1943	CINTAS FIRST AID AND SAFETY #418 06050750 - 51250 -	(B) The Station - First aid supplies restock Misc. Materials & Supplies	10/31/2024	113815	121.12
250265	1943	CINTAS FIRST AID AND SAFETY #418 06050750 - 52255 -	(B) The Station - Monthly AED rental Minor Equip Maint/Lease	10/31/2024	113818	326.50

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

Department: 075 - Moore Recreation Center

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251935	3693	MERITON, LLC 06050750 - 52260 -	Recirculation pump for water heater Building Maintenance/Repair	11/4/2024	113869	807.46
250103	3274	WAXIE'S ENTERPRISES, LLC 06050750 - 51010 -	(B) The Station custodial supplies Janitorial/Custodial Supplies	11/4/2024	113871	2,275.90
252017	74	MATTOCKS PRINTING CO. LLC 06050750 - 52000 -	(B) The Station - Guest passes, brochures, etc. Printing & Publications	11/4/2024	113913	18.50
250484	103	OKLAHOMA GAS & ELECTRIC 06050750 - 52100 -	ELECTRICITY Electricity	11/4/2024	113921	114.41
251400	453	BAKER BROTHERS ELECTRIC 06050750 - 51150 -	Light for Employee Parking Lot at The Station Minor Equipment	11/4/2024	114010	1,143.00
252022	3164	AMAZON.COM SALES, INC. 06050750 - 51250 -	The Station - Fuses Misc. Materials & Supplies	11/4/2024	114014	101.33
252194	2045	SHERRI R KING 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114179	275.00
252195	2057	PATRICIA HARTSOOK 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114180	50.00
252196	2404	KAZUMI SMITH 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114181	300.00
252197	2415	DANNA C FOWBLE 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114182	50.00
252198	2783	GLORIA WRIGHT 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114183	75.00
252199	2865	GRACIELA LOPEZ- HERNANDEZ 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114184	50.00
252200	2879	DESTINY OLIGANGA 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114185	75.00
252201	2963	SHERRI L EDGE 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114186	50.00
252202	3256	RYUKO HOWARD 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114187	100.00
252203	3642	JENNA E SEELEY 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114188	125.00
252204	4019	JENNIFER LYNN HAN 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114189	25.00
252205	2033	IRINA S CHEVIS 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114191	100.00
252206	2053	COURTNEY AINSWORTH 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114192	475.00
252207	2140	HRISTINA MILCHEVA BROWN 06050750 - 52590 -	Group Ex Instructor 11.16.24 Program Instructors	11/16/2024	114193	25.00
252208	2633	BRIGHTON CARGAL 06050750 - 52590 -	Personal Training 11.16.24 Program Instructors	11/16/2024	114194	75.00
252210	3978	IRMA LETICIA ARAGON	Group Ex Instructor 11.16.24	11/16/2024	114195	150.00

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

**Department: 075 - Moore Recreation Center**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06050750 - 52590 -	Program Instructors			
252212	4239	SUSAN L ALLISON	Group Ex Instructor 11.16.24	11/16/2024	114196	50.00
		06050750 - 52590 -	Program Instructors			
252211	4006	SARAH ALEJANDRES	Personal Training 11.16.24	11/16/2024	114197	225.00
		06050750 - 52590 -	Program Instructors			
251177	1734	WALMART COMMUNITY	(B) The Station - Misc. supplies for Fitness	11/14/2024	114200	22.94
		06050750 - 52585 -	Recreation Classes			
250092	730	COX COMMUNICATIONS, INC	(B) The Station - Monthly TV service	11/8/2024	114201	1,167.33
		06050750 - 52355 -	Contract Services			
250506	944	CELLCO PARTNERSHIP	CELL PHONE SERVICE	11/1/2024	114235	43.32
		06050750 - 52110 -	Telephone			
250091	637	STANDLEY SYSTEMS	(B) The Station - Monthly copier overage	11/14/2024	114239	235.10
		06050750 - 52355 -	Contract Services			
250260	1705	SAMS CLUB DIRECT	(B) The Station - Miscellaneous supplies	11/19/2024	114242	397.74
		06050750 - 51250 -	Misc. Materials & Supplies			
251309	1705	SAMS CLUB DIRECT	(B) Concessions resale - Recreation side	11/18/2024	114247	-10.12
		06050750 - 51275 -	Items Purchased for Resale			
251309	1705	SAMS CLUB DIRECT	(B) Concessions resale - Recreation side	11/17/2024	114248	242.57
		06050750 - 51275 -	Items Purchased for Resale			
252234	2673	NATALLIA POTTER BUCHANKOVA	Group Ex Instructor 11.16.24	11/19/2024	114249	75.00
		06050750 - 52590 -	Program Instructors			
252233	2046	ROBERT L SUMMERS	Group Ex Instructor 11.16.24	11/19/2024	114250	325.00
		06050750 - 52590 -	Program Instructors			
252217	4017	SEAN TYLER COWDEN	Personal Training 11.16.24	11/19/2024	114251	100.00
		06050750 - 52590 -	Program Instructors			

**Department Total : 10,307.15**

**Department: 076 - Aquatic Park**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250363	1755	HOME DEPOT CREDIT SERVICES	(B) The Station - Minor equipment maintenance	11/4/2024	114205	178.02
		06050760 - 51250 -	Misc. Materials & Supplies			
250363	1755	HOME DEPOT CREDIT SERVICES	(B) The Station - Minor equipment maintenance	11/4/2024	114205	71.76
		06050760 - 52255 -	Minor Equip Maint/Lease			

**Department Total : 249.78**

**Department: 080 - Community Development/Planning**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251315	1697	MESHEK & ASSOCIATES, PLC	Open P.O. for Draw Downs FY 24-25	11/1/2024	113897	8,625.00
		06060800 - 52355 -	Contract Services			
251797	3164	AMAZON.COM SALES, INC.	Stapler, cutting board, stamp	10/14/2024	113959	81.06
		06060800 - 51000 -	General Office Supplies			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112124

**Department: 080 - Community Development/Planning**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250506	944	CELLCO PARTNERSHIP	CELL PHONE SERVICE	11/1/2024	114235	275.69
		06060800 - 52110 -	Telephone			

**Department Total : 8,981.75**

**Department: 081 - Inspections**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251796	3164	AMAZON.COM SALES, INC.	Inspection Tools, post-it, bands, stamps,	10/16/2024	113958	275.34
		06060810 - 51000 -	General Office Supplies			

**Department Total : 275.34**

**Department: 082 - Code Enforcement**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	10/29/2024	113860	140.00
		06060820 - 52355 -	Contract Services			
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	10/28/2024	113861	480.00
		06060820 - 52355 -	Contract Services			
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	10/28/2024	113863	120.00
		06060820 - 52355 -	Contract Services			
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	10/29/2024	113864	140.00
		06060820 - 52355 -	Contract Services			
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	10/29/2024	113865	140.00
		06060820 - 52355 -	Contract Services			
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	10/28/2024	113866	140.00
		06060820 - 52355 -	Contract Services			
251797	3164	AMAZON.COM SALES, INC.	Stapler, cutting board, stamp	10/14/2024	113959	100.74
		06060820 - 51000 -	General Office Supplies			
251668	4054	PLAINS MOVING, LLC	Abatements	10/22/2024	114017	655.39
		06060820 - 52355 -	Contract Services			

**Department Total : 1,916.13**

**Department: 083 - Capital Planning & Resiliency**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252026	2748	SUNDANCE OFFICE SUPPLY, INC.	Capital Planning & Resiliency Office Supplies	10/28/2024	113908	53.75
		06060830 - 51000 -	General Office Supplies			

**Department Total : 53.75**

**Fund Total : 148,279.38**

# Moore, OK Purchase Order Claim Register



Fund: 08 - Special Revenue Fund

Check Run : 112124

Department: 231 - Donation Expenditures

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252099	1705	SAMS CLUB DIRECT	Items for cookout first responders Harrah/Choctaw	11/5/2024	114118	75.52
		08022310 - 55310 -	Police Donations			
<b>Department Total :</b>						<b>75.52</b>
<b>Fund Total :</b>						<b>75.52</b>

# Moore, OK Purchase Order Claim Register



Fund: 10 - Urban Renewal Authority

Check Run : 112124

Department: 000 - Undesignated

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252140	1048	FELLERS, SNIDER, BLANKENSHIP, 10 - 53225 -	Legal Services October 2024  Cleveland Heights	11/4/2024	114037	1,311.00
<b>Department Total :</b>						<b>1,311.00</b>
<b>Fund Total :</b>						<b>1,311.00</b>

# Moore, OK Purchase Order Claim Register



Fund: 11 - 1/8 Cent Sales Tax

Check Run : 112124

Department: 350 - 1/8 ST Water/SW/Drainage

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
244784	1697	MESHEK & ASSOCIATES, PLC 11043500 - 53085 -	DRAINAGE- WOODBINE CIRCLE Drainage Improvements	11/1/2024	114104	5,460.00
250495	934	VEOLIA WATER NORTH AMERICA 11043500 - 53075 -	REPAIR & MAINTENANCE (costs in excess) Water Systems Improvements	11/1/2024	114165	153,351.97

**Department Total :** 158,811.97

**Fund Total :** 158,811.97

# Moore, OK Purchase Order Claim Register



Fund: 12 - 1/2 Cent Sales Tax

Check Run : 112124

## Department: 580 - Public Safety Equipment

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251844	11	AMERICAN LOGO & SIGN INC. 12025800 - 53000 -	Helmet Sticker for Recruit Class 24-1 Equipment	10/29/2024	113618	154.42
251296	79	MTM RECOGNITION CORPORATION 12025800 - 53000 -	6 badges 407, 408. 409 2 each Equipment	11/6/2024	114150	15.00

**Department Total : 169.42**

## Department: 582 - Residential Streets

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
244780	1697	MESHEK & ASSOCIATES, PLC 12035820 - 53155 -	NE 3RD ST -DETENTION POND Res Str Construct - Ward 2	11/1/2024	114102	6,586.25
250899	1697	MESHEK & ASSOCIATES, PLC 12035820 - 53160 -	SENDERA LAKE BANK STABILIZATION PROJECT Res Str Construct - Ward 3	11/1/2024	114103	3,610.00

**Department Total : 10,196.25**

**Fund Total : 10,365.67**



**CLAIMS FOR RATIFICATION**  
**Fiscal Year 2024-2025**  
**DISTRIBUTION NOVEMBER 27, 2024**  
**COUNCIL MEETING DECEMBER 16, 2024**

**CITY OF MOORE**

MEDA	(03)	\$	72,371.32
GO Street Bonds	(04)	\$	51,889.43
General Fund	(06)	\$	187,937.55
Public Safety/Streets Sales Tax	(12)	\$	5,197.89
	<b>Fund Total</b>	<b>\$</b>	<b><u>317,396.19</u></b>

**MOORE PUBLIC WORKS AUTHORITY**

Moore Risk Management	(02)	\$	307,470.60
Moore Public Works	(05)	\$	17,508.62
	<b>Fund Total</b>	<b>\$</b>	<b><u>324,979.22</u></b>

**ALL FUNDS GRAND TOTAL**                      **\$ 642,375.41**

CLAIMS FOR RATIFICATION

MOORE CITY COUNCIL

COUNCIL MEETING DECEMBER 16, 2024

Moore City Council  
General Fund 2024-2025  
Vendor & Employee Claims

# Moore, OK Purchase Order Claim Register



Fund: 03 - Moore Economic Development Aut

Check Run : 112724

Department: 578 - 2024 MEDA Note

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252298	666	BANK OF OKLAHOMA	MEDA 2024 Sales Tax Note - Interest Only	11/21/2024	114431	72,371.32
		03015780 - 54030 -	Note Interest			
<b>Department Total :</b>						<b>72,371.32</b>
<b>Fund Total :</b>						<b>72,371.32</b>

# Moore, OK Purchase Order Claim Register



Fund: 04 - Street Bond Improvements

Check Run : 112724

Department: 533 - 2021 GO Street/Drainage

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250504	1593	POE & ASSOCIATES, INC	AMENDMENT # 3 BNSF ENGR AND DRAFTING	11/7/2024	114100	7,328.50
		04035330 - 54315 - 12001	Engineering			
230929	3742	BENCHMARK CONSTRUCTION SERVICES, LLC	INSPECTION SRVS AND TESTING MATERIALLS	11/7/2024	114146	804.88
		04035330 - 54300 - 12005	Construction			
231327	3770	ALLEN CONTRACTING, INC.	EASTERN AVE WIDENING SE19TH-SE4TH ST	10/31/2024	114371	43,756.05
		04035330 - 54300 - 12005	Construction			
<b>Department Total :</b>						<b>51,889.43</b>
<b>Fund Total :</b>						<b>51,889.43</b>

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112724

**Department: 035 - General Government**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252067	604	GRAPHIC SOLUTIONS GROUP, INC	H STAKES FOR GARAGE SALE SIGNS	11/6/2024	113927	900.00
		06010350 - 51000 -	General Office Supplies			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/15/2024	114363	423.40
		06010350 - 52100 -	Electricity			
252276	3706	PIERCE COUCH HENDRICKSON BAYSINGER & GREEN, LLP	Legal Services October 2024	11/14/2024	114367	6,130.50
		06010350 - 52370 - 15470	Legal Expense			
252277	4043	KEVIN E. KRAHL	DAMAGE TO SANITATION TRUCK -COM	11/21/2024	114368	162.50
		06010350 - 52370 -	Legal Expense			
251118	1727	OKLAHOMA NATURAL GAS	ONG PUBLIC WORKS AUTHORITY COMBINED	11/19/2024	114430	436.47
		06010350 - 52105 -	Natural Gas			
252301	3569	CITIBANK, N.A.	Membership Renewal	11/25/2024	114432	130.00
		06010350 - 52005 -	Dues, Mbrshps, Mtgs & Training			
251932	1222	BOSS PRINT DESIGN, INC	BUSINESS CARDS FOR MAYOR MARK HAMM	10/28/2024	114456	85.00
		06010350 - 52000 -	Printing & Publications			
<b>Department Total :</b>						<b>8,267.87</b>

**Department: 043 - Finance**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252063	2748	SUNDANCE OFFICE SUPPLY, INC.	CUSTOMER SERV, AP, OFFICE SUPPLIES	11/6/2024	113900	882.33
		06010430 - 51000 -	General Office Supplies			
252063	2748	SUNDANCE OFFICE SUPPLY, INC.	CUSTOMER SERV, AP, OFFICE SUPPLIES	11/7/2024	113928	386.14
		06010430 - 51000 -	General Office Supplies			
252063	2748	SUNDANCE OFFICE SUPPLY, INC.	CUSTOMER SERV, AP, OFFICE SUPPLIES	11/8/2024	113946	123.86
		06010430 - 51000 -	General Office Supplies			
<b>Department Total :</b>						<b>1,392.33</b>

**Department: 044 - Information Technology**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251985	257	DELL MARKETING, LP	10 Computers	11/5/2024	113950	15,323.10
		06010440 - 51140 -	COMPUTERS			
252064	3164	AMAZON.COM SALES, INC.	Wireless access point	11/6/2024	113952	86.95
		06010440 - 51150 -	Minor Equipment			
250003	422	CHICKASAW TELECOM, INC.	Blanket PO for phone repairs	11/7/2024	113953	1,258.00
		06010440 - 52110 -	Telephone			
250598	944	CELLCO PARTNERSHIP	Verizon wireless bill July 24-July 25	11/15/2024	114177	13,699.46
		06010440 - 52130 -	Wireless Tech Licenses			
252284	3467	PARKHILL SMITH & COOPER, INC.	On Call GIS services	10/29/2024	114354	1,370.00
		06010440 - 52360 -	Professional Services			
250653	730	COX COMMUNICATIONS, INC	UNDERCOVER INTERNET	11/15/2024	114391	74.95
		06010440 - 52135 -	Internet Expense			
<b>Department Total :</b>						<b>31,812.46</b>

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund Check Run : 112724

**Department: 046 - Public Affairs**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250267	834	DOTMAN GRAPHIC DESIGN INC	Web Hosting - July 1 2024 - June 1 2025	11/21/2024	114373	50.00
		06010460 - 52360 -	Professional Services			

**Department Total : 50.00**

**Department: 050 - Municipal Court**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250200	3096	CLASSEN URGENT CARE CLINIC LLC	MONTHLY PRE-EMPLOYMENT/RANDOM DRUG SCREENS	11/1/2024	114172	70.00
		06020500 - 52360 -	Professional Services			
252292	56	GALLS, INC.	Clip on Badge Holder	10/11/2024	114403	38.95
		06020500 - 51000 -	General Office Supplies			

**Department Total : 108.95**

**Department: 051 - Police**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250200	3096	CLASSEN URGENT CARE CLINIC LLC	MONTHLY PRE-EMPLOYMENT/RANDOM DRUG SCREENS	11/1/2024	114172	35.00
		06020510 - 52360 -	Professional Services			
252230	3439	ABIGAIL TEEL	PER DIEM DURANT OK 12/8-12/13 SFST	11/15/2024	114237	374.00
		06020510 - 52006 -	Training			
251920	74	MATTOCKS PRINTING CO. LLC	Notary & business cards Nathan Wells	11/19/2024	114265	203.00
		06020510 - 52000 -	Printing & Publications			
251539	448	SPECIAL OPS UNIFORMS	Sept.uniforms 327,266,381,364,236,335,289,292,378	11/22/2024	114416	92.99
		06020510 - 51225 -	Uniform Acquisition/Rental			
252024	448	SPECIAL OPS UNIFORMS	October 2024 Uniforms 312,292,319,348	11/22/2024	114421	548.76
		06020510 - 51225 -	Uniform Acquisition/Rental			
252024	448	SPECIAL OPS UNIFORMS	October 2024 Uniforms 312,292,319,348	11/13/2024	114422	170.80
		06020510 - 51225 -	Uniform Acquisition/Rental			
252024	448	SPECIAL OPS UNIFORMS	October 2024 Uniforms 312,292,319,348	11/12/2024	114423	40.00
		06020510 - 51225 -	Uniform Acquisition/Rental			
252162	2748	SUNDANCE OFFICE SUPPLY, INC.	TONER HP126A ANGELA BERRY	11/21/2024	114439	65.92
		06020510 - 51000 -	General Office Supplies			
251784	4177	SOUTHERN TACTICAL GUNSMITHING	10 Glock 17 Gen 3 Optic Cut	11/20/2024	114442	1,250.00
		06020510 - 51025 -	Armory Supplies			
250680	1769	H & H SHOOTING SPORTS	ARMORY SUPPLIES	11/19/2024	114450	1,382.04
		06020510 - 51025 -	Armory Supplies			
252308	3446	J GRIFFIN CONSULTING LLC	2 Police applicant polygraph Blair/Nicholes	11/22/2024	114452	350.00
		06020510 - 52360 -	Professional Services			
252309	4060	RED DIRT MENTAL HEALTH, INC.	MMPI x 2 (Blair & Nicholes) Invoice 6 11/16	11/16/2024	114453	100.00

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112724

Department: 051 - Police

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06020510 - 52360 -	Professional Services			
<b>Department Total :</b>						<b>4,612.51</b>

Department: 052 - Communications/Dispatch

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250200	3096	CLASSEN URGENT CARE CLINIC LLC	MONTHLY PRE-EMPLOYMENT/RANDOM DRUG SCREENS	11/1/2024	114172	35.00
		06020520 - 52360 -	Professional Services			
252168	74	MATTOCKS PRINTING CO. LLC	2 LOCKER NAMEPLATES-UPTON/FREEMAN	11/19/2024	114392	34.00
		06020520 - 52000 -	Printing & Publications			
<b>Department Total :</b>						<b>69.00</b>

Department: 054 - Fire

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252031	3164	AMAZON.COM SALES, INC.	Mirror for E-4	11/5/2024	113938	18.59
		06020540 - 51070 -	Parts			
252031	3164	AMAZON.COM SALES, INC.	Mirror for E-4	11/5/2024	113938	56.64
		06020540 - 51160 -	Minor Safety Equipment			
251683	1755	HOME DEPOT CREDIT SERVICES	Hose Fitting Station #2	11/7/2024	113943	0.50
		06020540 - 51070 -	Parts			
251683	1755	HOME DEPOT CREDIT SERVICES	Hose Fitting Station #2	11/7/2024	113943	0.85
		06020540 - 52006 -	Training			
251683	1755	HOME DEPOT CREDIT SERVICES	Hose Fitting Station #2	11/7/2024	113943	3.63
		06020540 - 52260 -	Building Maintenance/Repair			
251683	1755	HOME DEPOT CREDIT SERVICES	Janitorial & Training Supplies for MFD	11/10/2024	114060	0.00
		06020540 - 51010 -	Janitorial/Custodial Supplies			
251683	1755	HOME DEPOT CREDIT SERVICES	Janitorial & Training Supplies for MFD	11/10/2024	114060	21.60
		06020540 - 51070 -	Parts			
251683	1755	HOME DEPOT CREDIT SERVICES	Janitorial & Training Supplies for MFD	11/10/2024	114060	0.00
		06020540 - 52006 -	Training			
252137	2748	SUNDANCE OFFICE SUPPLY, INC.	Office Supplies for MFD all Stations	11/8/2024	114099	172.55
		06020540 - 51000 -	General Office Supplies			
252107	2380	CINTAS CORPORATION #2	Uniform Cleaning & Rental for MFD Nov / Dec	11/18/2024	114244	365.95
		06020540 - 52250 -	Uniform Cleaning & Repair			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/15/2024	114363	485.71
		06020540 - 52100 -	Electricity			
250460	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY COMBINED	11/16/2024	114364	29.60
		06020540 - 52100 -	Electricity			
252279	728	OKLAHOMA DEPT OF LABOR	BOILERS LICENSES	11/7/2024	114370	75.00
		06020540 - 51250 -	Misc. Materials & Supplies			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112724

Department: 054 - Fire

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252224	1705	SAMS CLUB DIRECT	Janitorial Supplies for all MFD Stations Sams Clu	1/18/2024	114377	652.54
		06020540 - 51010 -	Janitorial/Custodial Supplies			
252177	2748	SUNDANCE OFFICE SUPPLY, INC.	Office Supplies all MFD Stations	10/31/2024	114429	363.07
		06020540 - 51000 -	General Office Supplies			
251788	397	NAFECO, INC.	Test Gas for Sensors	11/5/2024	114492	520.00
		06020540 - 51030 -	HazMat Supplies			
252287	882	SAFEGUARD PEST CONTROL, INC	Pest Control Quarterly Service MFD Training	11/8/2024	114495	50.00
		06020540 - 52260 -	Building Maintenance/Repair			
252287	882	SAFEGUARD PEST CONTROL, INC	Pest Control Quarterly Service MFD #4 spider dust	11/8/2024	114496	100.00
		06020540 - 52260 -	Building Maintenance/Repair			
252287	882	SAFEGUARD PEST CONTROL, INC	Pest Control Quarterly Service MFD #3	11/8/2024	114497	78.00
		06020540 - 52260 -	Building Maintenance/Repair			
252287	882	SAFEGUARD PEST CONTROL, INC	Pest Control Quarterly Service MFD #4	11/8/2024	114498	78.00
		06020540 - 52260 -	Building Maintenance/Repair			
252287	882	SAFEGUARD PEST CONTROL, INC	Pest Control Quarterly Service MFD #1	11/8/2024	114499	135.00
		06020540 - 52260 -	Building Maintenance/Repair			
252287	882	SAFEGUARD PEST CONTROL, INC	Pest Control Quarterly Service MFD #2	11/8/2024	114500	78.00
		06020540 - 52260 -	Building Maintenance/Repair			
252289	3127	GLENN WRIGHT	Reimbursement for Paramedic License Wright	10/10/2024	114501	175.00
		06020540 - 52006 -	Training			

**Department Total : 3,460.23**

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252077	312	GOLD STAR GRAPHICS	GILDAN POCKET YELLOW TEE FOR PUBLIC WORKS	11/7/2024	113954	1,320.00
		06040640 - 52355 -	Contract Services			
252078	312	GOLD STAR GRAPHICS	PUBLIC WORKS WINTER JACKETS	11/5/2024	114043	801.60
		06040640 - 52355 -	Contract Services			
251667	394	METRO TURF	MINOR EQUIPMENT, PARTS ETC.	11/5/2024	114044	225.92
		06040640 - 51070 -	Parts			
252109	1943	CINTAS FIRST AID AND SAFETY #418	EYEWASH STATION INSPECTION AND SERVICE STREET DEP	11/6/2024	114080	217.43
		06040640 - 52255 -	Minor Equip Maint/Lease			
252091	3164	AMAZON.COM SALES, INC.	BAND-IT COO169 BANDING TOOL	11/7/2024	114081	154.70
		06040640 - 51070 -	Parts			
252093	580	FRANK BILLS TRUCKING, INC	SALT FOR BRINE	11/5/2024	114084	4,111.72
		06040640 - 52495 -	Ice/Snow Removal			
250520	724	JONES TIRE, LLC	REPAIRS FOR TRAILERS WHEELS ETC	11/8/2024	114087	186.00
		06040640 - 52354 -	Outsource Labor			



# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112724

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252095	3164	AMAZON.COM SALES, INC.	TWO PROPANE TORCH WEED BURNER	11/7/2024	114088	79.98
		06040640 - 51250 -	Misc. Materials & Supplies			
252089	2380	CINTAS CORPORATION #2	UNIFORM CLEANING, MATS FOR 2024/2025	11/6/2024	114089	243.27
		06040640 - 52355 -	Contract Services			
252089	2380	CINTAS CORPORATION #2	UNIFORM CLEANING, MATS FOR 2024/2025	11/6/2024	114090	229.65
		06040640 - 52355 -	Contract Services			
252089	2380	CINTAS CORPORATION #2	UNIFORM CLEANING, MATS FOR 2024/2025	11/6/2024	114091	268.56
		06040640 - 52355 -	Contract Services			
252089	2380	CINTAS CORPORATION #2	UNIFORM CLEANING, MATS FOR 2024/2025	11/6/2024	114092	62.49
		06040640 - 52355 -	Contract Services			
250200	3096	CLASSEN URGENT CARE CLINIC LLC	MONTHLY PRE-EMPLOYMENT/RANDOM DRUG SCREENS	11/1/2024	114172	35.00
		06040640 - 52360 -	Professional Services			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/14/2024	114234	56.48
		06040640 - 52100 -	Electricity			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/15/2024	114363	1,479.98
		06040640 - 52100 -	Electricity			
250460	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY COMBINED	11/16/2024	114364	510.09
		06040640 - 52100 -	Electricity			
250460	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY COMBINED	11/16/2024	114364	69,362.91
		06040640 - 52520 -	Street Lighting			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/18/2024	114369	51.08
		06040640 - 52100 -	Electricity			
251118	1727	OKLAHOMA NATURAL GAS	ONG PUBLIC WORKS AUTHORITY COMBINED	11/19/2024	114430	405.73
		06040640 - 52105 -	Natural Gas			

Department Total : 79,802.59

Department: 065 - Animal Welfare

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	11/5/2024	113966	184.50
		06040650 - 52390 -	Veterinarian Services			
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	11/5/2024	113967	321.81
		06040650 - 52390 -	Veterinarian Services			
251118	1727	OKLAHOMA NATURAL GAS	ONG PUBLIC WORKS AUTHORITY COMBINED	11/19/2024	114430	166.57
		06040650 - 52105 -	Natural Gas			

Department Total : 672.88

Department: 069 - Building Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251718	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	11/8/2024	114065	14.29
		06040690 - 51100 -	Building Materials			

Department Total : 14.29

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112724

## Department: 070 - Parks & Recreation Admin

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252065	3164	AMAZON.COM SALES, INC.	Christmas	11/10/2024	114221	347.95
		06050700 - 52515 -	Special Events			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/14/2024	114234	4,628.88
		06050700 - 52100 -	Electricity			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/15/2024	114363	5,090.76
		06050700 - 52100 -	Electricity			
250460	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY COMBINED	11/16/2024	114364	299.43
		06050700 - 52100 -	Electricity			
250264	1705	SAMS CLUB DIRECT	(B) The Station - Special Event supplies	11/20/2024	114379	124.32
		06050700 - 52515 -	Special Events			
251517	1734	WALMART COMMUNITY	(B) The Station - Special Event supplies	11/21/2024	114381	114.60
		06050700 - 52515 -	Special Events			
251118	1727	OKLAHOMA NATURAL GAS	ONG PUBLIC WORKS AUTHORITY COMBINED	11/19/2024	114430	341.67
		06050700 - 52105 -	Natural Gas			
250657	3692	URBAN ENTERTAINMENT MOBILE DJ'S LLC	(B) The Station - DJ services for special event	11/11/2024	114444	300.00
		06050700 - 52515 -	Special Events			
252059	3164	AMAZON.COM SALES, INC.	Camp/office	11/10/2024	114446	13.49
		06050700 - 52515 -	Special Events			
252296	3702	NEXTECH, INC.	The Station - Balance for Christmas Light Show	11/18/2024	114470	14,560.00
		06050700 - 52355 -	Contract Services			
250273	1222	BOSS PRINT DESIGN, INC	(B) The Station-Special Event signs, banners, etc	11/25/2024	114479	186.00
		06050700 - 52515 -	Special Events			

**Department Total : 26,007.10**

## Department: 071 - Senior Citizen Service

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250460	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY COMBINED	11/16/2024	114364	879.43
		06050710 - 52100 -	Electricity			
251627	3571	RICHARD GONZALEZ	Contract Services Bus Driver	11/23/2024	114411	476.25
		06050710 - 52355 -	Contract Services			
251118	1727	OKLAHOMA NATURAL GAS	ONG PUBLIC WORKS AUTHORITY COMBINED	11/19/2024	114430	246.29
		06050710 - 52105 -	Natural Gas			

**Department Total : 1,601.97**

## Department: 073 - Parks & Recreation Activities

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252060	3164	AMAZON.COM SALES, INC.	The Station - Thanksgiving Break camp supplies	11/8/2024	114024	31.99
		06050730 - 52585 -	Recreation Classes			
250200	3096	CLASSEN URGENT CARE CLINIC LLC	MONTHLY PRE-EMPLOYMENT/RANDOM DRUG SCREENS	11/1/2024	114172	490.00
		06050730 - 52545 -	Misc Services & Charges			
252278	4290	MONICA LEA HALE	Sew Much Fun 11-23-24	11/22/2024	114372	50.00

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112724

## Department: 073 - Parks & Recreation Activities

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06050730 - 52590 -	Program Instructors			
250164	1705	SAMS CLUB DIRECT	(B) The Station - Supplies for rec camps/classes	11/21/2024	114380	182.52
		06050730 - 52585 -	Recreation Classes			
250165	1734	WALMART COMMUNITY	(B) The Station - Supplies for rec camps/classes	11/20/2024	114382	155.48
		06050730 - 52585 -	Recreation Classes			
252215	1734	WALMART COMMUNITY	The Station - Supplies for Turkey Shoot	11/18/2024	114441	174.71
		06050730 - 51250 -	Misc. Materials & Supplies			
252059	3164	AMAZON.COM SALES, INC.	Camp/office	11/10/2024	114446	77.02
		06050730 - 52585 -	Recreation Classes			
252313	4168	CHRISTOPHER ADAMS	Pickleball Lessons 112324	11/26/2024	114477	70.00
		06050730 - 52590 -	Program Instructors			
252314	4174	ELIZABETA ABRAMOVIC	Coordinator Pickleball Lessons 112324	11/26/2024	114484	50.00
		06050730 - 52590 -	Program Instructors			
252315	4174	ELIZABETA ABRAMOVIC	Coordinator Pickleball Lessons Nov 23	11/26/2024	114488	50.00
		06050730 - 52590 -	Program Instructors			
<b>Department Total :</b>						<b>1,331.72</b>

## Department: 074 - Parks & Cemetery Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252048	2570	BOOT BARN	Parks Maint. - Safety boots for Brian Copeland	11/10/2024	114020	161.99
		06050740 - 51020 -	Safety Supplies			
251445	567	OKLAHOMA TRUCK & TRAILER	Parks Maint. - Gooseneck dump trailer	11/14/2024	114206	14,375.00
		06050740 - 53000 -	Equipment			
252047	2570	BOOT BARN	Parks Maint. - Safety boots for Miguel Celaya	11/7/2024	114217	184.45
		06050740 - 51020 -	Safety Supplies			
250999	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maint. - Misc materials and supplies	11/13/2024	114218	42.63
		06050740 - 51250 -	Misc. Materials & Supplies			
250999	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maint. - Misc materials and supplies	11/14/2024	114219	155.56
		06050740 - 51250 -	Misc. Materials & Supplies			
250940	108	OKLAHOMA CORRECTIONAL	Land & Water Conservation Fund Signs	11/15/2024	114246	86.70
		06050740 - 52000 -	Printing & Publications			
<b>Department Total :</b>						<b>15,006.33</b>

## Department: 075 - Moore Recreation Center

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250200	3096	CLASSEN URGENT CARE CLINIC LLC	MONTHLY PRE-EMPLOYMENT/RANDOM DRUG SCREENS	11/1/2024	114172	70.00
		06050750 - 52360 -	Professional Services			
252213	949	SHOWTIME CONCESSION SUPPLY, INC	(B) Concessions resale - Recreation side	11/15/2024	114243	53.90
		06050750 - 51275 -	Items Purchased for Resale			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112724

**Department: 075 - Moore Recreation Center**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252279	728	OKLAHOMA DEPT OF LABOR	BOILERS LICENSES	11/7/2024	114370	125.00
		06050750 - 51150 -	Minor Equipment			
250260	1705	SAMS CLUB DIRECT	(B) The Station - Miscellaneous supplies	11/20/2024	114378	59.52
		06050750 - 51250 -	Misc. Materials & Supplies			
250383	3214	SJ INNOVATIONS LLC	(B) The Station - Year-round security	11/19/2024	114438	6,017.60
		06050750 - 52353 -	Security			
252295	1705	SAMS CLUB DIRECT	(B) The Station - Miscellaneous supplies	11/15/2024	114440	597.80
		06050750 - 51250 -	Misc. Materials & Supplies			
252312	3797	HOLLY M. HACKETT	Reimbursement for Uber rides in New Orleans	11/22/2024	114471	84.94
		06050750 - 52005 -	Dues, Mbrshps, Mtgs & Training			
252311	3489	JERRY BREAD	Reimbursement for Uber ride in New Orleans	11/22/2024	114473	52.81
		06050750 - 52005 -	Dues, Mbrshps, Mtgs & Training			
250084	1222	BOSS PRINT DESIGN, INC	(B) The Station - Signs, banners, etc.	11/25/2024	114475	42.00
		06050750 - 52000 -	Printing & Publications			
250084	1222	BOSS PRINT DESIGN, INC	(B) The Station - Signs, banners, etc.	10/23/2024	114476	13.00
		06050750 - 52000 -	Printing & Publications			

**Department Total : 7,116.57**

**Department: 077 - Library**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251118	1727	OKLAHOMA NATURAL GAS	ONG PUBLIC WORKS AUTHORITY COMBINED	11/19/2024	114430	202.04
		06050770 - 52105 -	Natural Gas			

**Department Total : 202.04**

**Department: 081 - Inspections**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
230929	3742	BENCHMARK CONSTRUCTION SERVICES, LLC	INSPECTION SRVS AND TESTING MATERIALLS	11/7/2024	114146	2,160.82
		06060810 - 52360 -	Professional Services			
252246	600	CONSTRUCTION INDUSTRIES BOARD	Initial Provisional License Dylan Grave	10/20/2024	114283	35.00
		06060810 - 52005 -	Dues, Mbrshps, Mtgs & Training			
252247	600	CONSTRUCTION INDUSTRIES BOARD	License Renewal	10/20/2024	114285	35.00
		06060810 - 52005 -	Dues, Mbrshps, Mtgs & Training			

**Department Total : 2,230.82**

**Department: 082 - Code Enforcement**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	11/6/2024	114258	140.00
		06060820 - 52355 -	Contract Services			
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	11/6/2024	114259	245.00
		06060820 - 52355 -	Contract Services			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 112724

Department: 082 - Code Enforcement

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	11/6/2024	114260	100.00
		06060820 - 52355 -	Contract Services			
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	11/6/2024	114261	140.00
		06060820 - 52355 -	Contract Services			
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	11/7/2024	114262	100.00
		06060820 - 52355 -	Contract Services			
251851	3468	FRANCISCO ALEJO MARCOS	Abatements	11/7/2024	114263	650.00
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/14/2024	114333	206.05
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/14/2024	114334	206.05
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/14/2024	114335	206.05
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/13/2024	114336	285.44
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/14/2024	114337	156.05
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/13/2024	114338	125.44
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/13/2024	114339	205.44
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/13/2024	114340	245.44
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/13/2024	114341	355.44
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/13/2024	114412	285.44
		06060820 - 52355 -	Contract Services			
251668	4054	PLAINS MOVING, LLC	Abatements	11/14/2024	114413	526.05
		06060820 - 52355 -	Contract Services			

<b>Department Total :</b>	<b>4,177.89</b>
<b>Fund Total :</b>	<b>187,937.55</b>

# Moore, OK Purchase Order Claim Register



Fund: 12 - 1/2 Cent Sales Tax

Check Run : 112724

Department: 580 - Public Safety Equipment

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251827	397	NAFECO, INC. 12025800 - 53000 -	Wildland Boots for Recruits 24-1 Equipment	11/5/2024	113945	1,320.00
244505	448	SPECIAL OPS UNIFORMS 12025800 - 53000 -	12 coyote pants,12 mss performance navy polo Equipment	6/24/2024	114417	95.12
244505	448	SPECIAL OPS UNIFORMS 12025800 - 53000 -	12 coyote pants,12 mss performance navy polo Equipment	6/11/2024	114418	95.12
244505	448	SPECIAL OPS UNIFORMS 12025800 - 53000 -	12 coyote pants,12 mss performance navy polo Equipment	6/12/2024	114419	285.36
244493	448	SPECIAL OPS UNIFORMS 12025800 - 53000 -	2 Safariland Monarch w/extra carrier vest Equipment	8/29/2024	114420	2,009.40
250188	448	SPECIAL OPS UNIFORMS 12025800 - 53000 -	New hire equipment - Williams Equipment	11/22/2024	114424	190.24
250188	448	SPECIAL OPS UNIFORMS 12025800 - 53000 -	New hire equipment - Williams Equipment	10/11/2024	114425	1,004.70
250188	448	SPECIAL OPS UNIFORMS 12025800 - 53000 -	New hire equipment - Williams Equipment	8/8/2024	114426	54.50
252304	572	SPECTRO WIRE & CABLE, INC 12025800 - 53000 -	New equipment for vehicles Equipment	11/13/2024	114454	143.45
<b>Department Total :</b>						<b>5,197.89</b>
<b>Fund Total :</b>						<b>5,197.89</b>

**CLAIMS FOR RATIFICATION  
Fiscal Year 2024-2025  
DISTRIBUTION DECEMBER 02, 2024  
COUNCIL MEETING DECEMBER 16, 2024**

**CITY OF MOORE**

General Fund	(06)	\$	635,000.00
	<b>Fund Total</b>	<b>\$</b>	<b><u>635,000.00</u></b>

**MOORE PUBLIC WORKS AUTHORITY**

	<b>Fund Total</b>	<b>\$</b>	<b><u>-</u></b>
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	<b>ALL FUNDS GRAND TOTAL</b>	<b>\$</b>	<b><u><u>635,000.00</u></u></b>
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CLAIMS FOR RATIFICATION

MOORE CITY COUNCIL

COUNCIL MEETING DECEMBER 16, 2024

Moore City Council  
General Fund 2024-2025  
Vendor & Employee Claims



# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120224CI

Department: 035 - General Government

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252280	3076	CITY OF MOORE	EARNEST MONEY FOR LAND PURCHASE 3200 NE 12th	11/21/2024	114357	7,500.00
		06010350 - 53005 -	Land			
252281	3157	CHICAGO TITLE OKLAHOMA CO.	Closing Payment FOR LAND PURCHASE 3200 NE 12th	11/21/2024	114358	627,500.00
		06010350 - 53005 -	Land			

**Department Total : 635,000.00**

**Fund Total : 635,000.00**

**CLAIMS FOR RATIFICATION  
Fiscal Year 2024-2025  
DISTRIBUTION DECEMBER 04, 2024  
COUNCIL MEETING DECEMBER 16, 2024**

**CITY OF MOORE**

GO Street Bonds	(04)	\$	343,028.11
General Fund	(06)	\$	236,628.58
Special Revenue Fund	(08)	\$	164,910.06
Urban Renewal Authority	(10)	\$	12,554.09
Stormwater Systems	(11)	\$	157,978.91
	<b>Fund Total</b>	<b>\$</b>	<b><u>915,099.75</u></b>

**MOORE PUBLIC WORKS AUTHORITY**

Moore Risk Management	(02)	\$	8,022.94
Moore Public Works	(05)	\$	686,330.95
	<b>Fund Total</b>	<b>\$</b>	<b><u>694,353.89</u></b>

**ALL FUNDS GRAND TOTAL**                      **\$ 1,609,453.64**

CLAIMS FOR RATIFICATION

MOORE CITY COUNCIL

COUNCIL MEETING DECEMBER 16, 2024

Moore City Council  
General Fund 2024-2025  
Vendor & Employee Claims

# Moore, OK Purchase Order Claim Register



Fund: 04 - Street Bond Improvements

Check Run : 120424

Department: 531 - 2019 GO Street/Drainage

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
200719	2885	GARVER, LLC	CC APPROVED 8-5-19- ENGR SERVICES	11/11/2024	114152	834.36
		04035310 - 54315 - 12005	Engineering			
200948	2895	FREESE AND NICHOLS, INC	CC APPROVED 08/19/19 ENGINEERING SERVICES	11/15/2024	114156	9,531.42
		04035310 - 54315 - 12002	Engineering			
<b>Department Total :</b>						<b>10,365.78</b>

Department: 534 - 2022 GO Streets/Animal Shelter

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
223183	2895	FREESE AND NICHOLS, INC	PROFESSION ENGINEERING SRVS -TELEPHONE ROAD	11/15/2024	114154	23,962.70
		04035340 - 54315 - 12017	Engineering			
<b>Department Total :</b>						<b>23,962.70</b>

Department: 537 - 2024 GO Streets

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
244468	4175	WSB LLC	PROFESSIONAL SERVICES	10/23/2024	114101	32,220.00
		04035370 - 54315 - 12030	Engineering			
223184	2895	FREESE AND NICHOLS, INC	PROFESSIONAL ENGINEERING DESIGN SERVS-	11/15/2024	114155	6,650.63
		04035370 - 54315 - 12025	Engineering			
251279	1638	PINNACLE CONSULTING MANAGEMENT GROUP, INC	RIGHT OF WAY ACQUISITION SW 19TH AND SANTAFE	11/12/2024	114157	600.00
		04035370 - 54320 - 12025	Land			
242518	3517	OLSSON, INC.	NE27TH STREET RECONSTRUCTION	11/12/2024	114159	20,743.00
		04035370 - 54315 - 12031	Engineering			
252335	125	SILVER STAR CONSTRUCTION	NE 27th St Special Project 25-1-C-04-02	10/31/2024	114551	248,486.00
		04035370 - 54300 - 12026	Construction			
<b>Department Total :</b>						<b>308,699.63</b>
<b>Fund Total :</b>						<b>343,028.11</b>

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120424

**Department: 000 - Undesignated**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
	1	ONE TIME PAY VENDOR	Bond Refund 241706008 G.Palasz	11/26/2024	114540	373.00
	6 - 21030 -		Refunds Payable			
<b>Department Total :</b>						<b>373.00</b>

**Department: 035 - General Government**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250465	773	OKLAHOMA CITY TREASURY	HOUSEHOLD HAZARDOUS WASTE	10/2/2024	112963	987.50
	06010350 - 52445 -		Hazardous Waste Disposal			
252236	30	CLEVELAND COUNTY ELECTION BOARD	11/05/2024 ELECTION RECORD OF EXPENSE	11/14/2024	114376	8,973.90
	06010350 - 52325 -		Election Expense			
252331	3706	PIERCE COUCH HENDRICKSON BAYSINGER & GREEN, LLP	Legal Services October 2024	11/25/2024	114502	225.00
	06010350 - 52370 - 15401		Legal Expense			
252331	3706	PIERCE COUCH HENDRICKSON BAYSINGER & GREEN, LLP	Legal Services October 2024	11/25/2024	114503	360.00
	06010350 - 52370 - 15450		Legal Expense			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/21/2024	114504	59.56
	06010350 - 52100 -		Electricity			
250471	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	11/30/2024	114541	84.00
	06010350 - 52360 -		Professional Services			
252349	4298	MOORE POLICE ADVANCING COMMUNITY FOUNDATION	Hometown Heroes Event Sponsorship	11/12/2024	114550	1,500.00
	06010350 - 52545 -		Misc Services & Charges			
252381	4002	CORNERSTONE HOLDINGS, INC	Commission and Fees for 3200 NE 12th	11/27/2024	114608	44,110.00
	06010350 - 53005 -		Land			
<b>Department Total :</b>						<b>56,299.96</b>

**Department: 043 - Finance**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252189	297	DILLON & ASSOCIATES, P.C.	interim billing related to June 30,2024	11/13/2024	114147	29,200.00
	06010430 - 52365 -		Accounting & Audit Expense			
252332	76	CRAWFORD & ASSOCIATES P.C	PROFESSIONAL SERVICES THRU 11/15/24	11/15/2024	114506	7,020.00
	06010430 - 52365 -		Accounting & Audit Expense			
<b>Department Total :</b>						<b>36,220.00</b>

**Department: 044 - Information Technology**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252166	223	CDW GOVERNMENT	Barracuda renewal	11/15/2024	114178	28,248.60
	06010440 - 52477 -		Hardware Licensing/Support			
252286	3780	ARTHUR J FEMISTER	Police Volunteer software renewal	11/15/2024	114355	540.00
	06010440 - 52476 -		Application Licenses/Support			
<b>Department Total :</b>						<b>28,788.60</b>

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120424

## Department: 046 - Public Affairs

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252141	3164	AMAZON.COM SALES, INC.	25 Books - Mayor Mark - A Passing of Time	11/13/2024	114173	480.00
		06010460 - 52155 -	Marketing & Promotional			
250266	834	DOTMAN GRAPHIC DESIGN INC	Web Development July 1st 2024 - June 1st 2025	12/1/2024	114556	1,400.00
		06010460 - 52150 -	Web Site Development & Mainten			
<b>Department Total :</b>						<b>1,880.00</b>

## Department: 050 - Municipal Court

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250546	3031	INFORMATION AND TRAINING INTERNATIONAL LLC	Interpreters for Court	11/14/2024	114133	141.71
		06020500 - 52360 -	Professional Services			
250546	3031	INFORMATION AND TRAINING INTERNATIONAL LLC	Interpreters for Court	11/14/2024	114134	179.21
		06020500 - 52360 -	Professional Services			
250546	3031	INFORMATION AND TRAINING INTERNATIONAL LLC	Interpreters for Court	11/14/2024	114135	141.71
		06020500 - 52360 -	Professional Services			
250471	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	11/30/2024	114541	84.00
		06020500 - 52360 -	Professional Services			
250546	3031	INFORMATION AND TRAINING INTERNATIONAL LLC	Interpreters for Court	10/10/2024	114553	141.71
		06020500 - 52360 -	Professional Services			
250546	3031	INFORMATION AND TRAINING INTERNATIONAL LLC	Interpreters for Court	10/10/2024	114554	101.71
		06020500 - 52360 -	Professional Services			
<b>Department Total :</b>						<b>790.05</b>

## Department: 051 - Police

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250471	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	11/30/2024	114541	62.00
		06020510 - 52360 -	Professional Services			
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	15,073.73
		06020510 - 51075 -	Fuel			
<b>Department Total :</b>						<b>15,135.73</b>

## Department: 053 - Emergency Management

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	84.49
		06020530 - 51075 -	Fuel			
250793	637	STANDLEY SYSTEMS	Monthly copier coverage	11/30/2024	114659	188.57
		06020530 - 52255 -	Minor Equip Maint/Lease			
<b>Department Total :</b>						<b>273.06</b>

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120424

Department: 054 - Fire

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251966	2221	LION TOTALCARE, INC 06020540 - 51160 -	Bunker Gear Repairs Minor Safety Equipment	11/11/2024	114022	811.20
252155	3753	BOUND TREE MEDICAL LLC 06020540 - 51060 -	Adult Blood Pressure Cuffs for MFD Medical Supplies	11/14/2024	114128	65.45
250642	1872	WRIGHT EXPRESS FSC 06020540 - 51075 -	CITY WIDE FUEL USAGE Fuel	11/30/2024	114542	3,590.12

Department Total : 4,466.77

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252090	3051	ANTHONY MCKNIGHT 06040640 - 52005 -	CDL REIMBURSEMENT FOR ANTHONY MCKNIGHT Dues, Mbrshps, Mtgs & Training	8/28/2024	113956	113.00
250512	72	LOWE'S BUSINESS ACCOUNT 06040640 - 51105 -	MATERIALS AND SUPPLIES STREET DEPARTMENT Street Materials	11/12/2024	114047	33.64
250512	72	LOWE'S BUSINESS ACCOUNT 06040640 - 51105 -	MATERIALS AND SUPPLIES STREET DEPARTMENT Street Materials	11/12/2024	114048	41.76
250512	72	LOWE'S BUSINESS ACCOUNT 06040640 - 51105 -	MATERIALS AND SUPPLIES STREET DEPARTMENT Street Materials	11/13/2024	114069	95.90
251388	1863	SITEONE LANDSCAPE SUPPLY 06040640 - 51250 -	LANDSCAPE SUPPLIES Misc. Materials & Supplies	11/14/2024	114095	40.00
251667	394	METRO TURF 06040640 - 51070 -	MINOR EQUIPMENT, PARTS ETC. Parts	11/14/2024	114096	114.23
252116	4087	DUSTIN ENTERPRISES INC. 06040640 - 51105 -	2 PALLETS OF MASTIC Street Materials	11/12/2024	114136	2,925.00
252175	2380	CINTAS CORPORATION #2 06040640 - 52355 -	UNIFORM CLEANING, MATS FOR 2024/2025 Contract Services	11/13/2024	114137	240.54
252175	2380	CINTAS CORPORATION #2 06040640 - 52355 -	UNIFORM CLEANING, MATS FOR 2024/2025 Contract Services	11/13/2024	114138	229.65
252175	2380	CINTAS CORPORATION #2 06040640 - 52355 -	UNIFORM CLEANING, MATS FOR 2024/2025 Contract Services	11/13/2024	114139	260.71
252175	2380	CINTAS CORPORATION #2 06040640 - 52355 -	UNIFORM CLEANING, MATS FOR 2024/2025 Contract Services	11/13/2024	114140	62.49
250801	1486	TERRYS TRAILERS, INC 06040640 - 52354 -	STREET DEPARTMENT OUTSOURCE LABOR, ETC Outsource Labor	11/7/2024	114142	294.60
250154	1313	CENTRAL OKLAHOMA HOSE, INC 06040640 - 52354 -	HOSES FOR STREET EQUIPMENT, MOWERS ETC Outsource Labor	11/14/2024	114144	225.22
250517	258	SUNSTATE EQUIPMENT CO 06040640 - 52200 -	EQUIPMENT RENTAL Equipment Rental	8/8/2024	114151	2,416.00
252002	2913	CRAFCO, INC	PUMP CLEANOUT,SEALED SOLENOID,LABOR CHARGE	11/6/2024	114163	1,114.00

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120424

Department: 064 - Public Works

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06040640 - 52354 -	Outsource Labor			
250854	1734	WALMART COMMUNITY	PUBLIC WORKS OFFICE SUPPLIES, ECT.	11/20/2024	114275	20.02
		06040640 - 51000 -	General Office Supplies			
250532	3203	HASKELL LEMON CONSTRUCTION COMPANY	SS 1-H TACK COAT FOR POTHOLE PATCHER	11/15/2024	114278	156.00
		06040640 - 51105 -	Street Materials			
250118	11	AMERICAN LOGO & SIGN INC.	SIGNS FOR THE CITY OF MOORE	8/19/2024	114291	120.00
		06040640 - 51105 -	Street Materials			
252265	258	SUNSTATE EQUIPMENT CO	EQUIPMENT RENTAL	11/14/2024	114324	1,630.13
		06040640 - 52200 -	Equipment Rental			
252270	3863	A & A LAWN CARE SERVICE LLC	TEMP WORK FOR CITY OF MOORE STREET DEPARTMENT	11/18/2024	114328	2,000.00
		06040640 - 52350 -	Temporary Labor			
252260	394	METRO TURF	REPAIRS ON STREET DEPARTMENT EQUIPMENT	11/14/2024	114344	107.35
		06040640 - 52354 -	Outsource Labor			
252260	394	METRO TURF	REPAIRS ON STREET DEPARTMENT EQUIPMENT	11/14/2024	114345	100.49
		06040640 - 52354 -	Outsource Labor			
252260	394	METRO TURF	REPAIRS ON STREET DEPARTMENT EQUIPMENT	11/14/2024	114346	203.35
		06040640 - 52354 -	Outsource Labor			
250854	1734	WALMART COMMUNITY	PUBLIC WORKS OFFICE SUPPLIES, ECT.	11/22/2024	114393	132.38
		06040640 - 51000 -	General Office Supplies			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/21/2024	114504	184.63
		06040640 - 52100 -	Electricity			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/20/2024	114505	76.40
		06040640 - 52100 -	Electricity			
250471	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	11/30/2024	114541	10.50
		06040640 - 52355 -	Contract Services			
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	2,738.35
		06040640 - 51075 -	Fuel			
233648	232	TRAFFIC ENGINEERING	STRIPING PLAN DEVELOPMENT FOR THE CITY OF MOORE	11/16/2024	114580	3,000.00
		06040640 - 52360 -	Professional Services			

Department Total : 18,686.34

Department: 065 - Animal Welfare

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	11/8/2024	114395	139.90
		06040650 - 52390 -	Veterinarian Services			
251598	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	11/14/2024	114396	176.00
		06040650 - 52390 -	Veterinarian Services			
252258	3240	LSBW, LLC	VET SERVICES FOR ANIMALS	11/13/2024	114398	717.60
		06040650 - 52390 -	Veterinarian Services			
250301	2748	SUNDANCE OFFICE SUPPLY, INC.	shelter supplies, ink, folders,	11/15/2024	114404	169.10



# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120424

Department: 065 - Animal Welfare

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06040650 - 51000 -	General Office Supplies			
250301	2748	SUNDANCE OFFICE SUPPLY, INC.	shelter supplies, ink, folders,	11/14/2024	114405	1,532.32
		06040650 - 51000 -	General Office Supplies			
251809	3047	365 WORX, INC	Part time temp service worker	11/10/2024	114406	430.54
		06040650 - 52350 -	Temporary Labor			
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	812.82
		06040650 - 51075 -	Fuel			
250295	1705	SAMS CLUB DIRECT	shelter supplies and canine/ feline food	11/26/2024	114616	992.65
		06040650 - 51065 -	Animal Shelter Supplies			
250297	1734	WALMART COMMUNITY	general shelter supplies /	11/26/2024	114618	113.44
		06040650 - 51065 -	Animal Shelter Supplies			
250294	980	INTERVET, INC	micro-chips for animals /supplies	10/28/2024	114620	1,000.00
		06040650 - 51065 -	Animal Shelter Supplies			
251809	3047	365 WORX, INC	Part time temp service worker	11/29/2024	114622	259.16
		06040650 - 52350 -	Temporary Labor			

Department Total : 6,343.53

Department: 068 - Fleet Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250182	1751	EXPRESS OIL CHANGE	OUTSOURCE LABOR, ETC	11/13/2024	114062	-39.99
		06040680 - 52354 -	Outsource Labor			
250152	554	BARTON BOLT & SUPPLY, LLC	PARTS, CONSUMABLES, ETC	11/12/2024	114271	13.31
		06040680 - 51070 -	Parts			
252125	3744	SBC RHC F NORM, LP	OUTSOURCE LABOR	8/21/2024	114276	291.51
		06040680 - 52354 -	Outsource Labor			
250155	2025	M & N DEALERSHIPS XII LLC	OUTSOURCE LABOR, ETC	11/14/2024	114279	857.31
		06040680 - 52354 -	Outsource Labor			
252136	887	S&S TOOLS DBA SNAP-ON TOOLS	MINOR EQUIPMENT, TOOLS, ETC	11/13/2024	114282	121.50
		06040680 - 51150 -	Minor Equipment			
250181	1525	MOORE OIL & LUBE LLC	OUTSOURCE LABOR, ETC	10/10/2024	114284	76.95
		06040680 - 52354 -	Outsource Labor			
250163	1313	CENTRAL OKLAHOMA HOSE, INC	OUTSOURCE LABOR, ETC	10/21/2024	114287	11.51
		06040680 - 52354 -	Outsource Labor			
250163	1313	CENTRAL OKLAHOMA HOSE, INC	OUTSOURCE LABOR, ETC	10/30/2024	114288	75.96
		06040680 - 52354 -	Outsource Labor			
250163	1313	CENTRAL OKLAHOMA HOSE, INC	OUTSOURCE LABOR, ETC	11/12/2024	114289	46.14
		06040680 - 52354 -	Outsource Labor			
250163	1313	CENTRAL OKLAHOMA HOSE, INC	OUTSOURCE LABOR, ETC	10/4/2024	114290	97.49
		06040680 - 52354 -	Outsource Labor			
250303	3720	GERARDO ESTRADA	OUTSOURCE LABOR- TIRE REPLACE, FLATS REPAIR, ETC	10/30/2024	114293	40.00
		06040680 - 52354 -	Outsource Labor			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120424

Department: 068 - Fleet Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250303	3720	GERARDO ESTRADA	OUTSOURCE LABOR- TIRE REPLACE, FLATS REPAIR, ETC	10/22/2024	114295	175.00
		06040680 - 52354 -	Outsource Labor			
250303	3720	GERARDO ESTRADA	OUTSOURCE LABOR- TIRE REPLACE, FLATS REPAIR, ETC	10/21/2024	114296	125.00
		06040680 - 52354 -	Outsource Labor			
250303	3720	GERARDO ESTRADA	OUTSOURCE LABOR- TIRE REPLACE, FLATS REPAIR, ETC	10/22/2024	114297	145.00
		06040680 - 52354 -	Outsource Labor			
250303	3720	GERARDO ESTRADA	OUTSOURCE LABOR- TIRE REPLACE, FLATS REPAIR, ETC	10/29/2024	114298	125.00
		06040680 - 52354 -	Outsource Labor			
250303	3720	GERARDO ESTRADA	OUTSOURCE LABOR- TIRE REPLACE, FLATS REPAIR, ETC	10/30/2024	114299	80.00
		06040680 - 52354 -	Outsource Labor			
250303	3720	GERARDO ESTRADA	OUTSOURCE LABOR- TIRE REPLACE, FLATS REPAIR, ETC	10/30/2024	114300	40.00
		06040680 - 52354 -	Outsource Labor			
250303	3720	GERARDO ESTRADA	OUTSOURCE LABOR- TIRE REPLACE, FLATS REPAIR, ETC	10/30/2024	114301	40.00
		06040680 - 52354 -	Outsource Labor			
250303	3720	GERARDO ESTRADA	OUTSOURCE LABOR- TIRE REPLACE, FLATS REPAIR, ETC	10/30/2024	114302	405.00
		06040680 - 52354 -	Outsource Labor			
250182	1751	EXPRESS OIL CHANGE	OUTSOURCE LABOR, ETC	11/15/2024	114318	34.99
		06040680 - 52354 -	Outsource Labor			
250182	1751	EXPRESS OIL CHANGE	OUTSOURCE LABOR, ETC	11/15/2024	114319	34.99
		06040680 - 52354 -	Outsource Labor			
250182	1751	EXPRESS OIL CHANGE	OUTSOURCE LABOR, ETC	11/13/2024	114320	34.99
		06040680 - 52354 -	Outsource Labor			
250182	1751	EXPRESS OIL CHANGE	OUTSOURCE LABOR, ETC	11/13/2024	114321	38.49
		06040680 - 52354 -	Outsource Labor			
250178	863	STOLZ TELECOM LLC	OUTSOURCE LABOR, ETC	8/27/2024	114509	837.69
		06040680 - 52354 -	Outsource Labor			
251919	247	NAPA, INC.	PARTS NAPA CONTRACT #2024- 008	10/31/2024	114510	38,018.55
		06040680 - 51070 -	Parts			
252264	3744	SBC RHC F NORM, LP	OUTSOURCE LABOR, ETC	9/13/2024	114511	74.69
		06040680 - 52354 -	Outsource Labor			
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	295.44
		06040680 - 51075 -	Fuel			

Department Total : **42,096.52**

Department: 069 - Building Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252088	35	DAVIS PIPE & SUPPLY, INC	Magnet clips for C9 Christmas lights	11/7/2024	113973	1,056.00
		06040690 - 51100 -	Building Materials			
251718	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	11/12/2024	114064	6.60
		06040690 - 51100 -	Building Materials			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120424

## Department: 069 - Building Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251718	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	11/13/2024	114068	60.72
		06040690 - 51100 -	Building Materials			
252016	4265	ALLOY & STAINLESS PIPING, INC	Stainless steel isolation ballvalves and fittings	11/13/2024	114079	431.60
		06040690 - 51070 -	Parts			
250135	72	LOWE'S BUSINESS ACCOUNT	MATERIALS AND SUPPLIES ET BM	10/30/2024	114160	13.26
		06040690 - 51100 -	Building Materials			
251718	71	LOCKE SUPPLY, INC.	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	11/15/2024	114277	22.35
		06040690 - 51100 -	Building Materials			
250133	69	JOHNSTONE SUPPLY INC	MISCELLANEOUS SHOP TOOLS, TRUCK TOOLS, ET. AL.	11/13/2024	114481	23.39
		06040690 - 51150 -	Minor Equipment			
250133	69	JOHNSTONE SUPPLY INC	MISCELLANEOUS SHOP TOOLS, TRUCK TOOLS, ET. AL.	11/13/2024	114482	-11.06
		06040690 - 51150 -	Minor Equipment			
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	434.58
		06040690 - 51075 -	Fuel			

**Department Total : 2,037.44**

## Department: 070 - Parks & Recreation Admin

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252065	3164	AMAZON.COM SALES, INC.	Christmas	11/11/2024	114223	187.89
		06050700 - 52515 -	Special Events			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/21/2024	114504	89.88
		06050700 - 52100 -	Electricity			
250657	3692	URBAN ENTERTAINMENT MOBILE DJ'S LLC	(B) The Station - DJ services for special event	11/11/2024	114627	300.00
		06050700 - 52515 -	Special Events			

**Department Total : 577.77**

## Department: 071 - Senior Citizen Service

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250170	3571	RICHARD GONZALEZ	Contract Services Bus Driver	11/30/2024	114536	288.75
		06050710 - 52355 -	Contract Services			

**Department Total : 288.75**

## Department: 073 - Parks & Recreation Activities

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252152	3164	AMAZON.COM SALES, INC.	The Station - Computer Grommet for Child Watch	11/14/2024	114240	7.76
		06050730 - 51250 -	Misc. Materials & Supplies			
252059	3164	AMAZON.COM SALES, INC.	Camp/office	11/16/2024	114447	39.98
		06050730 - 52585 -	Recreation Classes			
252380	4290	MONICA LEA HALE	Sew Much Fun 11-30-24	12/2/2024	114591	50.00
		06050730 - 52590 -	Program Instructors			
252374	4166	CHARLOTTE I MILLS	Thanksgiving Break Science Lab Camp 11-30-24	12/2/2024	114601	360.00
		06050730 - 52590 -	Program Instructors			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120424

## Department: 073 - Parks & Recreation Activities

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252370	3843	KAYLA TASOS	Thanksgiving Break Art Camp 11-30 -24	12/2/2024	114603	225.00
		06050730 - 52590 -	Program Instructors			

**Department Total : 682.74**

## Department: 074 - Parks & Cemetery Maintenance

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250841	554	BARTON BOLT & SUPPLY, LLC	(B) Parks Maint.- Misc. screws, nuts, bolts, etc.	11/14/2024	114215	9.06
		06050740 - 51250 -	Misc. Materials & Supplies			
250999	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maint. - Misc materials and supplies	11/18/2024	114245	44.95
		06050740 - 51250 -	Misc. Materials & Supplies			
250999	72	LOWE'S BUSINESS ACCOUNT	(B) Parks Maint. - Misc materials and supplies	11/20/2024	114387	50.29
		06050740 - 51250 -	Misc. Materials & Supplies			
250693	1034	TOTAL EQUIPMENT AND RENTAL, LLC	Bobcat stump grinder repair and service	11/13/2024	114448	1,401.47
		06050740 - 52255 -	Minor Equip Maint/Lease			
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	1,909.51
		06050740 - 51075 -	Fuel			
251820	3601	FARRIS D SMITH	Deep Clean Restrooms& Repaint Entry Signs at Parks	11/29/2024	114585	751.74
		06050740 - 52260 -	Building Maintenance/Repair			
252028	3989	BULLSEYE FENCE CO. INC.	Alarm Bars for Emergency Gates at Baseball	11/19/2024	114586	3,740.00
		06050740 - 51150 -	Minor Equipment			
252250	3989	BULLSEYE FENCE CO. INC.	Smith Cemetery Fence Repair	11/19/2024	114587	1,180.00
		06050740 - 52282 -	Non-Station Park Maint/Repair			
250785	726	EUREKA WATER COMPANY	(B) Park Maint. - Monthly hot/cold cooler rental	11/30/2024	114610	17.49
		06050740 - 52255 -	Minor Equip Maint/Lease			
250784	726	EUREKA WATER COMPANY	(B) Monthly water refills for Park Maintenance	11/13/2024	114611	7.45
		06050740 - 51250 -	Misc. Materials & Supplies			
250784	726	EUREKA WATER COMPANY	(B) Monthly water refills for Park Maintenance	11/26/2024	114612	22.35
		06050740 - 51250 -	Misc. Materials & Supplies			

**Department Total : 9,134.31**

## Department: 075 - Moore Recreation Center

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252132	3164	AMAZON.COM SALES, INC.	The Station - Stamp refill ink	11/12/2024	114208	18.58
		06050750 - 51000 -	General Office Supplies			
252133	3164	AMAZON.COM SALES, INC.	The Station - Remote controls for TVs	11/13/2024	114209	71.20
		06050750 - 51150 -	Minor Equipment			
250790	3373	OKLAHOMA FITNESS REPAIR	(B) The Station - Fitness equipment repair	11/15/2024	114214	1,051.31
		06050750 - 52255 -	Minor Equip Maint/Lease			
250355	1755	HOME DEPOT CREDIT SERVICES	(B) The Station - Misc. materials and supplies	11/18/2024	114388	194.76

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120424

Department: 075 - Moore Recreation Center

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
		06050750 - 51250 -	Misc. Materials & Supplies			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/21/2024	114504	3,062.92
		06050750 - 52100 -	Electricity			
250471	2355	ABSOLUTE DATA SHREDDING	SHREDDING SERVICES	11/30/2024	114541	10.50
		06050750 - 52355 -	Contract Services			
252355	2032	STACIA D BECHER	Group Ex Instructor 11.30.24	11/30/2024	114559	25.00
		06050750 - 52590 -	Program Instructors			
252356	2033	IRINA S CHEVIS	Group Ex Instructor 11.30.24	11/30/2024	114560	100.00
		06050750 - 52590 -	Program Instructors			
252357	2045	SHERRI R KING	Group Ex Instructor 11.30.24	11/30/2024	114561	325.00
		06050750 - 52590 -	Program Instructors			
252358	2053	COURTNEY AINSWORTH	Group Ex Instructor 11.30.24	11/30/2024	114562	425.00
		06050750 - 52590 -	Program Instructors			
252360	2404	KAZUMI SMITH	Group Ex Instructor 11.30.24	11/30/2024	114563	225.00
		06050750 - 52590 -	Program Instructors			
252359	2057	PATRICIA HARTSOOK	Group Ex Instructor 11.30.24	11/30/2024	114564	25.00
		06050750 - 52590 -	Program Instructors			
252361	2415	DANNA C FOWBLE	Group Ex Instructor 11.30.24	11/30/2024	114565	50.00
		06050750 - 52590 -	Program Instructors			
252362	2633	BRIGHTON CARGAL	Personal Training 11.30.24	11/30/2024	114566	50.00
		06050750 - 52590 -	Program Instructors			
252363	2673	NATALLIA POTTER BUCHANKOVA	Group Ex Instructor 11.30.24	11/30/2024	114567	100.00
		06050750 - 52590 -	Program Instructors			
252364	2783	GLORIA WRIGHT	Group Ex Instructor 11.30.24	11/30/2024	114568	100.00
		06050750 - 52590 -	Program Instructors			
252365	2865	GRACIELA LOPEZ-HERNANDEZ	Group Ex Instructor 11.30.24	11/30/2024	114569	50.00
		06050750 - 52590 -	Program Instructors			
252366	2879	DESTINY OLIGANGA	Group Ex Instructor 11.30.24	11/30/2024	114570	100.00
		06050750 - 52590 -	Program Instructors			
252367	2963	SHERRI L EDGE	Group Ex Instructor 11.30.24	11/30/2024	114571	25.00
		06050750 - 52590 -	Program Instructors			
252368	3256	RYUKO HOWARD	Group Ex Instructor 11.30.24	11/30/2024	114572	125.00
		06050750 - 52590 -	Program Instructors			
252369	3642	JENNA E SEELEY	Group Ex Instructor 11.30.24	11/30/2024	114573	50.00
		06050750 - 52590 -	Program Instructors			
252371	3978	IRMA LETICIA ARAGON	Group Ex Instructor 11.30.24	11/30/2024	114574	125.00
		06050750 - 52590 -	Program Instructors			
252372	4006	SARAH ALEJANDRES	Personal Training 11.30.24	11/30/2024	114575	250.00
		06050750 - 52590 -	Program Instructors			
252373	4017	SEAN TYLER COWDEN	Personal Training 11.30.24	11/30/2024	114576	75.00
		06050750 - 52590 -	Program Instructors			
252375	4239	SUSAN L ALLISON	Group Ex Instructor 11.30.24	11/30/2024	114577	50.00
		06050750 - 52590 -	Program Instructors			

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund Check Run : 120424

**Department: 075 - Moore Recreation Center**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
251309	1705	SAMS CLUB DIRECT	(B) Concessions resale - Recreation side	11/28/2024	114588	139.72
		06050750 - 51275 -	Items Purchased for Resale			
250567	1734	WALMART COMMUNITY	(B) The Station - Misc supplies	12/3/2024	114681	302.85
		06050750 - 51250 -	Misc. Materials & Supplies			
<b>Department Total :</b>						<b>7,126.84</b>

**Department: 076 - Aquatic Park**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252391	3490	MEGAN KAYS	Reimbursement for Uber in New Orleans	11/19/2024	114680	42.10
		06050760 - 52005 -	Dues, Mbrshps, Mtgs & Training			
<b>Department Total :</b>						<b>42.10</b>

**Department: 080 - Community Development/Planning**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	41.03
		06060800 - 51075 -	Fuel			
<b>Department Total :</b>						<b>41.03</b>

**Department: 081 - Inspections**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	247.26
		06060810 - 51075 -	Fuel			
<b>Department Total :</b>						<b>247.26</b>

**Department: 082 - Code Enforcement**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	164.70
		06060820 - 51075 -	Fuel			
252297	4054	PLAINS MOVING, LLC	Abatement	11/6/2024	114673	421.70
		06060820 - 52355 -	Contract Services			
252297	4054	PLAINS MOVING, LLC	Abatement	11/7/2024	114674	172.26
		06060820 - 52355 -	Contract Services			
252297	4054	PLAINS MOVING, LLC	Abatement	11/7/2024	114675	1,066.39
		06060820 - 52355 -	Contract Services			
252297	4054	PLAINS MOVING, LLC	Abatement	11/6/2024	114676	301.70
		06060820 - 52355 -	Contract Services			
252297	4054	PLAINS MOVING, LLC	Abatement	11/6/2024	114677	261.70
		06060820 - 52355 -	Contract Services			
252297	4054	PLAINS MOVING, LLC	Abatement	11/6/2024	114678	261.70
		06060820 - 52355 -	Contract Services			
252297	4054	PLAINS MOVING, LLC	Abatement	11/7/2024	114679	434.13
		06060820 - 52355 -	Contract Services			
<b>Department Total :</b>						<b>3,084.28</b>

**Department: 083 - Capital Planning & Resiliency**

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252143	1102	CENTER FOR ECONOMIC DEVELOPMENT LAW	Janeway Redevelopment - Invoice 16627	11/13/2024	114076	2,012.50

# Moore, OK Purchase Order Claim Register



Fund: 06 - General Fund

Check Run : 120424

Department: 083 - Capital Planning & Resiliency

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
	06060830 - 52360 -		Professional Services			

Department Total :	2,012.50
Fund Total :	236,628.58

# Moore, OK Purchase Order Claim Register



Fund: 08 - Special Revenue Fund

Check Run : 120424

Department: 220 - Transportation Impact Fees

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250797	1638	PINNACLE CONSULTING MANAGEMENT GROUP, INC 08032200 - 55425 -	SW 34TH (TELEPHONE RD) TO CITY LIMITS Transportation Impact Projects	11/12/2024	114158	4,000.00
222040	3517	OLSSON, INC. 08032200 - 55425 -	PROFESSIONAL SERVS DESIGN Transportation Impact Projects	11/12/2024	114161	7,340.40
242427	125	SILVER STAR CONSTRUCTION 08032200 - 55425 -	S. BRYANT AVE AND SE 4TH ST DRAINAGE IMPROVEMENT Transportation Impact Projects	10/30/2024	114537	93,274.36
242427	125	SILVER STAR CONSTRUCTION 08032200 - 55425 -	S. BRYANT AVE AND SE 4TH ST DRAINAGE IMPROVEMENT Transportation Impact Projects	11/26/2024	114538	60,295.30

<b>Department Total :</b>	<b>164,910.06</b>
<b>Fund Total :</b>	<b>164,910.06</b>



# Moore, OK Purchase Order Claim Register



Fund: 10 - Urban Renewal Authority

Check Run : 120424

Department: 000 - Undesignated

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
252191	1102	CENTER FOR ECONOMIC DEVELOPMENT LAW 10 - 53225 -	PROPOSED CLEVELAND HEIGHTS ADDITION Cleveland Heights	11/13/2024	114148	10,942.07
252190	1102	CENTER FOR ECONOMIC DEVELOPMENT LAW 10 - 53225 -	LEGAL SERVICES CLEVELAND HEIGHTS - MPS Cleveland Heights	11/13/2024	114149	1,612.02

**Department Total :** 12,554.09

**Fund Total :** 12,554.09

# Moore, OK Purchase Order Claim Register



Fund: 11 - 1/8 Cent Sales Tax

Check Run : 120424

Department: 350 - 1/8 ST Water/SW/Drainage

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
243384	2895	FREESE AND NICHOLS, INC 11043500 - 53080 -	PROFESSIONAL SERVICES Stormwater Systems	11/12/2024	114526	4,409.25
242427	125	SILVER STAR CONSTRUCTION 11043500 - 53085 -	S. BRYANT AVE AND SE 4TH ST DRAINAGE IMPROVEMENT Drainage Improvements	10/30/2024	114537	93,274.35
242427	125	SILVER STAR CONSTRUCTION 11043500 - 53085 -	S. BRYANT AVE AND SE 4TH ST DRAINAGE IMPROVEMENT Drainage Improvements	11/26/2024	114538	60,295.31

**Department Total :** 157,978.91

**Fund Total :** 157,978.91

**PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF MOORE, OKLAHOMA, MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS AT THE CITY HALL, LOCATED AT 301 NORTH BROADWAY STREET, IN MOORE, OKLAHOMA, ON THE 16<sup>TH</sup> DAY OF DECEMBER, 2024, AT 6:30 O'CLOCK P.M.**

**PRESENT:**

**ABSENT:**

Notice of this meeting was given in writing to the City Clerk of The City of Moore, Oklahoma, and public notice of this meeting was posted in prominent view at City Hall, 301 North Broadway Street, Moore, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays, and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

Notice of said meeting and agenda have also been posted on the City's website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

### **OTHER PROCEEDINGS**

The Mayor introduced a Resolution which was read in full by the Clerk and upon motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, was adopted by the following vote:

**AYE:**

**NAY:**

Said Resolution was thereupon signed by the Mayor, attested by the City Clerk, sealed with the seal of said City and is as follows:

### **RESOLUTION NO. 102(24)**

**A RESOLUTION APPROVING AND AFFIRMING AN ADDENDUM TO LEASE/PURCHASE AGREEMENT AND AUTHORIZING THE EXECUTION OF THE SAME; ACKNOWLEDGING ASSIGNMENT OF INTEREST; AND AUTHORIZING CITY OFFICIALS TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE AFOREMENTIONED TRANSACTION.**

**WHEREAS**, the City has previously entered into a \$20,000,000 Lease/Purchase Financing dated December 1, 2022 (the "Lease Financing") which was purchased by Armstrong Bank, Muskogee, Oklahoma (the "Bank") to: (i) finance the acquisition, construction and equipping of an animal shelter and various street projects to serve citizens of the City; and (ii) pay certain costs of issuance (the "Project");

**WHEREAS**, in regard to said Lease Financing, the Authority, as lessor, and the City, as lessee, entered into a Lease/Purchase Agreement dated as of December 1, 2022 (the "Lease/Purchase Agreement"), with the Authority assigning its interest in said Lease/Purchase Agreement to a trustee bank for the benefit of the Bank;

**WHEREAS**, it is hereby deemed advisable for the Authority and the City to enter into an Addendum to Lease/Purchase Agreement to more accurately reflect the Amortization Schedule set forth in the Lease/Purchase Agreement; and

**WHEREAS**, it is necessary to authorize and empower the officers of the City to execute any and all necessary documents in connection with said lease financing, subject to certain conditions.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOORE, OKLAHOMA:**

Section 1. Execution of Addendum to Lease/Purchase Agreement. The Addendum to Lease/Purchase Agreement (the "Lease/Purchase Agreement") by and between the Authority, as lessor and the City, as lessee, which revises the Amortization Schedule set forth in the Lease/Purchase Agreement, is hereby approved and affirmed and the Mayor and City Clerk of the City are hereby authorized to direct the execution of same for and on behalf of the City.

Section 2. Acknowledgement of Assignment of Interest. The City hereby acknowledges the assignment of the Bank's interest in the Lease Financing to its investment affiliate, Lake Dog Investments, LLC, an Oklahoma limited liability company.

Section 3. Incidental Action. The Mayor and City Clerk (or, in their absence or incapacity, the Vice-Mayor or Deputy City Clerk, respectively) of the City are hereby further authorized on behalf of the City to accept, receive, execute, attest, seal and deliver the above-mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby.

[Signatures begin on next page]

**ADOPTED AND APPROVED** this 16<sup>th</sup> day of December, 2024.

**THE CITY OF MOORE, OKLAHOMA,**  
as Lessee

By: \_\_\_\_\_  
\_\_\_\_\_ Mayor

**(SEAL)**

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_ City Clerk

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF CLEVELAND        )

I, the undersigned, the duly qualified and acting City Clerk of The City of Moore, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution approving and authorizing the execution of an Lease/Purchase Agreement for the purpose therein set out and adopted by said City Council and transcript of proceedings of said City Council had at a meeting thereof duly held on the date therein set out insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that said meeting was held in accordance with the Oklahoma Open Meeting Act.

WITNESS my hand and official seal this 16<sup>th</sup> day of December, 2024.

\_\_\_\_\_ City Clerk

(SEAL)



### MEMO

**Date:** November 26, 2024

**To:** Brooks Mitchell, City Manager

**From:** Kahley Gilbert, Project-Grants Manager

**Re:** Agenda Item – December 16<sup>th</sup>, 2024 City Council Meeting: Consider approval of the City of Moore Home Repair Program Manual

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#### Background

The City's last Analysis to Impediments to Fair Housing, completed in 2020, recognized some older neighborhoods are starting to show signs of blight. If left unchecked, it could negatively impact the economic vitality of the community. The Analysis proposed a home repair program to assist in the supporting these areas in need. Currently, \$60,000 has been allocated in the City's budget for the program.

#### Discussion

The City of Moore has developed a home repair program that will be available to low-income households city wide. The City anticipates this program will assist in the management of blighted areas around the city. The eligibility requirements are as follows:

- The residence must be owner occupied
- The applicant must have lived in the home for at least a year
- The applicant's household income must be at or below 80% of area median income

The funding will be a forgivable loan. It will be forgiven after 4 years.

The maximum allowable of construction costs funded with the home repair program funds shall not exceed \$5,000. However, if costs will exceed \$5,000 to eliminate specific hazards to safety, health, and sanitation, project costs can be approved up to \$10,000.

#### Recommendation

Staff recommends approval of the City of Moore Home Repair Program Manual.

## Introduction

The City of Moore, through the Community Development Department operates a home repair program to provide the following home repairs to owner-occupied units.

### CHAPTER I -- Home Repair Staff Activities

- A. General. This chapter contains an outline of the functions to be performed by Staff in executing a home repair project, and sets forth the policies for application, processing, approval, and possible cancellation of a home repair project.
- B. Outline of Home Repair Staff Functions Listed below are the functions to be performed by Staff in completing a home repair project.
1. Advise the applicant on the availability and benefits of a home repair project and of the conditions under which a home repair project is executed.
  2. Interview and advise applicant on the general home repair objectives of the project, and the purpose and meaning of the 2018 International Property Maintenance Code hereinafter referred to as the IPMC.
  3. Determine eligibility of the applicant for a rehabilitation project.
    - a. Verify applicant's income, housing expenses, and assets.
    - b. Evidence that ownership of the property has been verified shall be retained in Staff's files. This shall include the citation from the land records or other official record from which the verification was made. If applicant is occupant-purchaser under a land sales Contract, obtain documentation to support eligibility.
  4. Inspect the property.
  5. Establish amount of repair funds which may be made available to the owner.
  6. Prepare a construction specification, any drawings as deemed necessary, and a cost estimate of the repair work needed to meet or exceed the IPMC as it pertains to one- and two-family dwellings. Discuss terms of construction Specifications with recipient and obtain signature of approval covering all terms and conditions of the Specifications.
  7. Obtain at least three quotes from contractors who are licensed in the City of Moore. Contractor must be insured. The insurance requirements are as follows:
    - a. Employers Liability with minimum limits of:
      - 100K bodily injury by accident for each occurrence
      - 100K bodily injury by disease for each employee with a 500K bodily injury by disease policy limit
    - b. General Liability of no less than \$300,000.
  8. Award project to Contractor submitting the lowest and best quote.
  9. Request project check assigned to applicant for project amount.
  10. Prepare construction Contract documents.



11. Obtain signatures of the homeowner and the Contractor on Contract documents and assist applicant in issuing notice to proceed order for construction work.
  12. Perform compliance inspections, as necessary, to assure that the construction work is being completed in accordance with the construction Contract.
  13. Perform final inspection to determine that the construction work has been completed in accordance with the construction Contract and in a workman-like manner.
  14. Obtain guarantee of work, manufacturers' and suppliers' warranties, and waiver of liens from the general Contractor, subcontractors and suppliers, prior to final payment for repair work as per requirements.
  15. Prepare final papers which include:
    - Borrower's Closing Affidavit
    - Home Repair Program Note and Mortgage
    - Truth in Lending Disclosure Statement
    - Hold Harmless Agreement
    - Homeowner Insurance Notification Letter
    - Notice of Right of Recission/Right to Cancel
    - Memorandum of Understanding between Contractor/Homeowner
    - Rehabilitation Contract between Homeowner/City of Moore
    - Notice to Proceed
    - Grant Closing Summation
  16. Issue final payment to Contractor upon approval.
- C. Supplemental Inspections: In some cases, defects and inadequacies in the construction work, not apparent at the time of final inspection, may show up after final payment for the work is made. Most of these are minor, such as doors and windows that stick after painting. However, others are serious, such as roof leaks not ascertainable until after a rain, defects in heating systems installed during the non-heating season that were not revealed in the limited tests after installation, and plumbing leaks that did not show up in the final inspection. Supplemental inspections will be made in the following instances:
1. If the homeowner makes a complaint regarding repair work, staff shall ascertain the validity of the complaint and make necessary arrangements to assure that corrective action is taken by the Contractor.
- D. Project Cancellation: An approved repair project may need to be canceled because the applicant has requested cancellation or is unwilling or unable to proceed with the repair work, or for other reasons. The following steps will be taken by Staff in the cancellation of a repair project:
1. Cancellation Letter: To cancel an approved repair project, the Staff shall prepare a letter and distribute the letter as follows:
    - a. Original to the City application file.
    - b. One copy to applicant.
    - c. One copy to the Contractor (if applicable).
  2. Provide payment to the Contractor for approved work and non-returnable materials.

CHAPTER II -- General Eligibility Requirements for Owner-Occupied Home Repair Projects

- A. General: This chapter explains the general requirements that an applicant must meet in order to be eligible for an owner-occupied home repair project. Specific eligibility requirements are included in individual project explanations in subsequent chapters.
- B. Property Location: Applicant's property must be located within the corporate limits of the City of Moore.
- C. Residency Requirements: Applicant must be a homeowner and have occupied the housing unit property for a minimum of one year. The term "homeowner" means one or more persons who either hold legal title to or occupy under a land sales Contract or life estate rights, for a property to be repaired.
- D. Applicant must have a State of Oklahoma issued ID.

Proof of Ownership

- 1. Warranty Deed
- 2. Land Sales Contract: The term "land sales Contract" refers to any transaction, regardless of the nomenclature by which it is known, in which the purchaser-occupant obtains fee title only if he completes a series of installment payments over a term of years. The form of a land sales Contract may vary considerably according to local practices and the circumstance of each sale.

Eligibility Requirements: In order for a purchaser under a land sales Contract to be eligible for a home repair project to cover repair costs, all of the following minimum requirements must be met:

- a. The Contract shall be a written, legally binding instrument involving a residential property containing, after repair, not more than two dwelling units.
- b. The seller of the property must hold fee title to the property and, while the Contract is in good standing, must be unable to use the property for collateral or to convey the property to any other party unless such use for collateral or conveyance of fee is subject to the land sales Contract. Legally acceptable limitations on the effect of conveyance or use of the property for collateral must be found to exist under local law, the provisions of the Contract, or some other written agreement in recordable form.
- c. Under the Contract, the seller and any subsequent holder of the fee to the property must be obligated, without qualification, to deliver to the purchaser fee simple title and a deed to the property upon full payment of the Contract price, or some lesser amount.
- d. Under the Contract, the purchaser shall have:
  - 1) Full use, possession, and quiet enjoyment of the property;
  - 2) Equitable title to the property; and,
  - 3) Full rights of redemption for a period of not less than 90 days, unless redemption rights not less than 90 days are afforded by local law to a purchaser under a land sales Contract.

- D. Applicant's Income: The income limits are based on the current Oklahoma City, OK HUD Metropolitan Area Income Limits for the low income (80% of median) of which Moore is a part of. The following is a listing of the elements comprising income, for purposes of a home repair project. Exclusions from income applicable in special circumstances are stated in paragraph 8 below. Income of an applicant who is a "homeowner" includes the income of the applicant and his or her family. The term "family", as defined below. If ownership of the property rests with more than one person, the applicant is each owner and family residing at the property. The applicant's income, therefore, is the sum of the family incomes of all applicants. An applicant's income is established on an annual basis, at the time of applying for a home repair project, and includes:
1. The applicant's gross income.
  2. Earnings of all other members of the family over the age of 18 who share the household. Exception - family members over the age of 18 who are still attending high school. Family shall be defined as an individual, or two or more persons related by blood, or otherwise living together as a single housekeeping unit excluding foster children, foster adults, live-in aides and children of live-in aides.
  3. Other income regularly received by the applicant's family from any source.
  4. Net income from real estate, other than the property to be repaired, and any other net business income.
  5. Portion of income derived from rental units -- If the property will contain more than one dwelling unit after rehabilitation, that portion of an applicant's income that is derived from the rental property shall be reported as a net figure determined as follows:
    - a. Net Income: The net income from the rental units in the owner-occupied property to be rehabilitated is the gross rental income, less expenditures allocable to the rental units. These allocable expenditures include payments, on the basis of an average of experience for two or more years, for mortgage principal and interest, hazard insurance, real estate taxes and special assessments, maintenance and repairs, heating and utilities, ground rent, and other cash expenditures for the property such as advertising vacancies. If the applicant has not owned the property for two or more years, Staff shall estimate the income and expenditures on the available experience.
    - b. Allocation of Expenditures to Rental Units: The allocation of expenditures to the rental units may be established by dividing total monthly expenditures for the entire property by the number of units in the property. The result is the monthly expenditures allocable to the owner-occupied dwelling unit, which when subtracted from the expenditures for the entire property, produces the monthly expenditures allocable to the rental units.
    - c. Net Rental Income: The monthly expenditures allocable to the rental units, subtracted from the gross rental income from the property, produces the net rental income.
    - d. Other Allocation Methods: If the foregoing allocation method does not produce a reasonably equitable result, Staff may use another method of allocating the expenditures.

6. Unusual Medical Expenses: Income adjustments may be made for unusual medical expenses. Allowable medical expense shall be considered to be the cost of hospitalization, doctor's care, nursing care in the home, and prescription drugs not covered by insurance or reimbursed by other means. Any amount exceeding three percent (3%) of the gross income shall be allowed as a deduction from the gross income.
7. Exclusions and Adjustments to Applicant's Income: The following exclusion applies only to an applicant's or families' income in connection with a repair project. Title II of the Social Security Act, 42 U.S.C., 401 ct. Seq., permits, if certain conditions are met (see below), the payment of monthly benefits for educational purposes to the children of an individual entitled to disability or old age insurance benefits. The income attributed to these benefits should ordinarily be excluded from income in determining eligibility for a repair project.
- a. Conditions for Payment of Benefits: A child of an individual is entitled to receive Social Security Educational Benefits if:
- 1) The child is unmarried at the time an application is filed; and
  - 2) At the time the application is filed:
    - Has not attained the age of 18, or
    - Has not attained the age of 20 and is a full-time high school student.
- b. The foregoing decision applies only to the type of Social Security Benefits cited. Also, there may still be circumstances in which even the Social Security Benefits must be included in the applicant's income, for example, in the case where a child or its representative payee agrees to pay the applicants a stated sum on a regular basis for current maintenance.

E. Applicant's Assets: Applicants shall not be eligible to receive repair work if they have \$25,000 or more in combined cash and equity assets. Included in the applicant's assets are those assets of other family members residing in the applicant's household at the time of application.

- a. The term "cash assets" includes cash, checking or savings account, certificate of deposits, and /or securities at the time of application.
- b. The term "equity assets" includes equity in rental property or other capital investments that are not part of an active business. A "business" does not include rental of properties that are held as an investment and not a main occupation.
- c. Equity in the family's primary residence is not considered in the calculation of assets.

F. Other

1. Payback provision: If the applicant sells, transfers, deeds, or otherwise conveys the property within (4) four years after rehabilitation project contract signing, they will be obligated to repay the City of Moore:

After one (1) year	75% payback required
After two (2) years	50% payback required
After three (3) years	25% payback required
After four (4) years	0% payback required

All required payback of the principal balance of a repair project shall be prorated on a daily basis from the date of contract signing.

The payback provision shall also apply to and be binding upon heirs in the event of death of the original applicant.

2. Repair project payback provisions may not be assumed on projects funded through the program (inheritance is not considered as assumption).
3. In order to receive repair project Funds, the applicant shall be required to sign a Deferred Payment Mortgage. The mortgage shall be recorded in the County Clerk's Office of Cleveland County in the City of Norman. The expense of preparing and recording such documents and all associated legal fees shall be borne by the City.
4. Repair Project Deferred Payment Mortgages shall bear no interest charges and carry no monthly payments. Payback shall be required only as described by #1 above; however, an applicant may repay any portion of the indebtedness at any time, if desired.
5. Repair Project Deferred Payment Loan Mortgages may be subordinated in favor of other mortgages for refinancing of a mortgage to lower payments or for an additional mortgage for home improvements. A request for Subordination application must be completed and submitted with appropriate documentation for review. Application will be reviewed, and determination made if the request is for an approved use of funds. If the request meets requirements, the City of Moore will provide a Subordination of Mortgage form. The form must be executed and returned to the City of Moore for processing through City Council. All costs of subordination will be borne by applicant.

### CHAPTER III -- Contracting Requirements and Contractor Selection

- A. Introduction: This chapter sets forth requirements and procedures with respect to construction Contracts for repairs financed through a home repair project. Construction work for repairs financed through a home repair project shall be undertaken only through a written Contract between the Contractor and recipient of the project funds. Staff shall assist each applicant in arranging for and obtaining an acceptable construction Contract.
1. Procurement of Bids: An acceptable Contractor's bid and proposal must be obtained on the forms prepared and provided by Staff. These forms shall include:
    - a. The address to which the Contractor's bid and proposal is to be received.
    - b. Date and time by which a bid and proposal by the Contractor is to be received.
  2. Form of Contract: The construction Contract will consist of a single document signed by the Contractor and the owner/applicant. It shall contain a bid and proposal by the Contractor and the general conditions, as well as the Specification for the work to be performed.
- B. General Conditions: Staff shall prepare provisions of general conditions for general use in all construction Contracts for the repair of the property.
- C. Provisions to Meet Local Conditions: Staff may add other provisions to the general conditions to reflect local conditions and to assure that the Contract clearly sets forth the requirements for the construction work to be done. However, care should be exercised in adding other requirements so that the general conditions will not be unduly burdensome and thereby reduce competitive interest in the work and increase repair costs.
- D. Acceptable Contractors: Staff may establish and maintain a current listing of Contractors who are qualified to perform and who are interested in doing home repair work financed through a home repair project. The listing may be based on the experience of Staff; experience of property owners and others; information obtained from banks, credit, and trade associations, and other information available to Staff.
- E. Obtaining Contractor's Bids and Proposals: The procedures for obtaining bids may be either formal bid procedures with a pre-determined bid opening date or may be negotiated with one or more prospective Contractors.
- F. Selection of Successful Bidder: If a bid other than the low bid is selected, the submission of the application file shall be accompanied with all bids that were received and a statement of the reasons for selecting other than the low bid. The applicant's preference is not an acceptable reason for selecting a higher bid.
- G. Award of Construction Contract: The Contract shall be awarded by having the applicant for the repair project properly execute the Contract with the assistance of Staff.

## CHAPTER IV -- Owner Occupied Home Repair Program

### A. Total Eligible Project Amount

1. General: This section established the program-specific limitations on the amount of a home repair project and provides the program basis for computing the amount of a home repair project that is to be supplemented by funds from other sources.
2. Maximum Amount: The amount of a rehabilitation project that an applicant may receive shall be limited by the following:
  - a. The actual (and approved) cost of the repairs and improvements necessary to make the property conform to the 2018 International Property Maintenance Code (IPMC) for safe, decent, and sanitary housing. Staff shall determine these costs by preparing a construction specification and cost estimate, based on the property inspection report that itemizes all the repair work to be done on the property and includes an estimate of the cost of each item. The cost estimate shall be reasonable and shall reflect actual costs prevailing in the locality for comparable work.
  - b. The maximum allowable construction amount shall not exceed \$5,000. If it is determined that the costs will exceed \$5,000 to eliminate specific hazards relative to safety, health, and sanitation the Community Development Director can approve project costs up to \$10,000. These costs can include roofing repair/replacement/soffit, HVAC repair/replacement, Foundation repair/leveling.
  - c. The costs associated with testing, removal, and/or abatement of environmental factors will not be counted as project costs and will not be included in calculating maximum eligible project amount. These costs will also not be included in the deferred payment mortgage that is filed on the property upon completion of the repair project.
3. Assurance that repairs will be completed: In some instances, the rehabilitation cost may exceed the amount of the maximum rehabilitation. In such cases, there are two options available to the applicant:
  - a. The applicant may supplement the amount through private resources; and/or
  - b. Staff may eliminate or modify items in the construction specification, as necessary, to reduce the estimated cost as long as items of work necessary to meet IPMC are not eliminated. If available resources are insufficient to cover rehabilitation costs, even after one or both of the above options have been pursued, then the repair project will not be undertaken.

D. Allowable Project Costs

1. General: A repair project shall cover the cost of rehabilitation necessary to make an owner-occupied one-or two-family dwelling unit conform to public standards for safe, decent and sanitary housing as specifically required by the 2018 IPMC, and other costs as provided in this section. Repair funds shall be used to achieve economical and practical compliance with the IPMC.
  - a. International Property Maintenance Code: The IPMC establishes minimum standards for occupancy and does not replace or modify standards otherwise established for construction, replacement or repair of buildings except such as are contrary to the provisions of this Code.
    - 1) Exception Section 302.7, Accessory Structures, may be regarded as a low priority objective rather than a compulsory item.
2. Allowable Costs: Costs allowed in repair projects are all costs required to meet the 2018 IPMC standards; central air-conditioning equipment; correction of incipient violations; and energy conservation as described below:
  - a. International Property Maintenance Code Requirements: When necessary to meet a specific requirement of IPMC, a rehabilitation may be used to the extent necessary for:
    - 1) The repair, removal, or replacement of elements of the dwelling structure, including basic equipment, and other improvements to the property such as garages, fences, steps, walkways and driveways. The term "basic equipment" includes such items as heating furnace, water heater, electrical and sanitary fixtures, and other existing mechanical equipment as may be found in need of replacement.
    - 2) The provision of sanitary or other facilities, including the provision, expansion, and finishing of space necessary to accommodate those facilities.
  - c. Central Air-Conditioning Equipment: Rehabilitation funds may provide for the repair or purchase and installation of central air-conditioning equipment.
  - d. Incipient Violations. In order for a property may be brought up to the IPMC, repairs may include work necessary to correct incipient, as well as actual violations of the locally adopted 2018 IPMC. An incipient violation exists, if, at the time of inspection, it appears that the physical condition of an element in the structure will deteriorate into an actual violation within the next calendar year.

Examples of Different Types of Incipient Violations:

- 1) A heat exchanger in a furnace may be expected to soon become inoperative or hazardous because of its age,



condition, or use. A repair may provide for purchasing and installing a new heat exchanger. If the heat exchanger should be separately replaced, the repair project may provide for replacing the entire furnace.

- 2) A roof that has one or more small leaks that can be patched at low cost but the roof probably will continue to develop leaks. A repair could provide for replacing the entire roof.
  - e. Energy Conservation: This may include attic insulation, storm windows, storm doors, attic ventilation, caulking, and may include wall insulation where feasible.
3. Costs not Allowable: Except as otherwise provided in this chapter, rehabilitation work shall not provide for:
- a. Materials, fixtures, equipment, or landscaping of a type or quality which exceeds that customarily used in the locality for properties of the same general type as the property to be rehabilitated.
  - b. Mowing/weeding
  - c. Acquisition of land
  - d. Sidewalk repairs
  - e. Junk Removal
  - f. Towing Vehicles
  - g. Driveways

**STANDARD  
FORM OF AGREEMENT  
BETWEEN CITY OF MOORE  
AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**



Issued By  
CITY MANAGEMENT DEPARTMENT  
In conjunction with the  
CITY'S LEGAL DEPARTMENT

CITY HALL, 301 N. Broadway  
Moore, Oklahoma

**AGREEMENT**  
**BETWEEN**  
**CITY OF MOORE AND ENGINEER**  
**FOR**  
**PROFESSIONAL SERVICES**

**FOR**

**RELOCATION OF EFFLUENT WASTEWATER LINES & OG&E LINE,  
CONNECT EFFLUENT LINE TO THE EXISTING EFFLUENT LIFT  
STATION AT THE WASTEWATER TREATMENT PLANT & THE  
CASCADE AERATOR AT THE SOUTH CANADIAN RIVER**

**(BETWEEN SOUTH CANADIAN RIVER ALONG INDIAN HILLS ROAD  
CROSSING INTERSTATE 35 TO THE MOORE WASTEWATER  
TREATMENT PLANT)**

**CITY OF MOORE**  
**CLEVELAND COUNTY, OKLAHOMA**

DATE: December 6, 2024

PREPARED BY:

**City of Moore**

## TABLE OF CONTENTS

Page No.

IDENTIFICATION OF THE PARTIES AND GENERAL DESCRIPTION OF THE PROJECT.....	4
1. SECTION 1 - BASIC SERVICES OF ENGINEER .....	4
1.1. General.....	4
1.2. Survey Services.....	10
1.3. Preliminary Design Phase. ....	11
1.4. Right of Way Design Phase .....	11
1.5. Utility Relocation Phase .....	11
1.6. Final Design Phase.....	12
1.7. Advertisement and Bidding Phase. ....	13
1.8. Construction Phase.....	14
2. SECTION 2 - OWNER`S RESPONSIBILITIES .....	15
3. SECTION 3 - PERIOD OF SERVICES .....	16
4. SECTION 4 - PAYMENTS TO ENGINEER .....	17
4.1. Methods of Payment for Services of Engineer. ....	17
4.2. Times of Payment. ....	18
<b>EXHIBIT "A" SCOPE OF SERVICES.....</b>	<b>21</b>
<b>EXHIBIT "B" LUMP SUM FEE REQUEST .....</b>	<b>31</b>

**AGREEMENT  
BETWEEN  
CITY OF MOORE AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of the 16th day of December in the year 2024 by and between the City of Moore, A Municipal Corporation in the State of Oklahoma (hereinafter called OWNER), and Eagle Consultants, Inc., (hereinafter called ENGINEER). OWNER intends to employ a professional ENGINEER to provide professional engineering services and prepare contract documents for the relocation of Effluent Wastewater Lines & OG&E line, connect Effluent Line to the Existing Effluent Lift station at the Wastewater Treatment Plant (WWTP) & the Cascade Aerator at the South Canadian River (between South Canadian River along Indian Hills Road crossing Interstate-35 to the Moore WWTP), hereinafter referred to as the PROJECT.

The OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

ENGINEER shall serve as OWNER`s professional engineering representative in those phases of the Project to which this Agreement applies and will give consideration and advice to OWNER during the performance of his services.

**1. SECTION 1 - BASIC SERVICES OF ENGINEER**

**1.1. General**

- 1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal civil and surveying activities as more fully set forth and describe in ENGINEER`s scope of work (the "Scope of Services") attached hereto as Exhibit A.

- 1.1.2. Laws, Licenses and Permits. The ENGINEER shall comply with all Federal, State and local laws, regulations and ordinances applicable to the Agreement and Engineer's performance of the Scope of Services.
- 1.1.3. Worker's Compensation Law. The ENGINEER shall comply with the Oklahoma Worker's Compensation Law and file a copy of his Worker's Compensation Insurance Policy, or, if a self-insurer, a copy of the Industrial Commission's Order of Authorization with the OWNER.
- 1.1.4. ENGINEER's Liability. The ENGINEER shall assume responsibility for and save the OWNER harmless from claims for injury to, or death of persons, or damage to property to the extent arising from the ENGINEER's negligent acts, errors, or omissions, or those of their agents or employees, arising out of performance of the work.
- 1.1.5. Non-collusion. The ENGINEER warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract, and that they have not paid or agreed to pay any company, political group, or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this contract. For breach of violation of this warranty, the OWNER shall have the right to annul this contract without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 1.1.6. Services Furnished, Performed and Submitted. The ENGINEER shall furnish all engineering services, labor and equipment as may be required in the performance of the Scope of Services, except as otherwise provided herein, and all work performed and submitted under this Agreement shall be done in a manner acceptable to the OWNER, and the ENGINEER shall sign the plans submitted to the OWNER and affix his Oklahoma seal thereto as proof that he is a Registered Professional Engineer in the State of Oklahoma.
- 1.1.7. Coordination of Work. The ENGINEER will coordinate their engineering work with other engineers, if any, performing the immediately adjoining engineering work, and shall furnish and share survey and plan data in such a manner as will facilitate and expedite the completion of contracts in adjacent engineering work.
- 1.1.8. Maintaining All Records. The ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining

to cost incurred in the performance of this Agreement and to make such materials available to their respective offices at all reasonable times, during the term of this Agreement and for five (5) years from the date final payment under this Agreement is received by ENGINEER, for inspection by authorized representatives of the OWNER. Copies thereof shall be furnished if requested and the OWNER shall pay a reasonable cost of reproduction.

- 1.1.9. Responsibility for Accuracy. The ENGINEER will be held responsible for accuracy of engineering details and quantities of work to be performed. Plans received for review by the OWNER shall be accompanied by a written statement that a prior detailed check has been made. Frequent occurrence of irregularities in engineering details or quantities will be a basis for withholding future engineering contracts from said ENGINEER or termination of this Agreement upon failure to remedy the problem within a reasonable period of time. The ENGINEER shall furnish design data with computations for all improvements as set forth in the Scope of Services. The ENGINEER will be held responsible for any mistakes or omissions in the work of the ENGINEER, which appear during the final review by the OWNER or during construction and will be required to do any work necessary to correct the mistakes or omissions in their work, without additional compensation.
- 1.1.10. Major Revisions. For any major revisions ordered in writing by the OWNER on the PROJECT after the final survey has been completed, a supplemental agreement for additional payment shall be entered into between the parties hereto. For any major revision in the character or scope of the work in design ordered in writing by the OWNER after performance of a substantial amount of work on the plans, a supplemental agreement will be negotiated on the basis of all costs related to the salaries of employees for the time directly chargeable to the Agreement, the salaries of principals for the time they are productively engaged in work necessary to fulfill the term of this Agreement, direct non-salary cost incurred in fulfilling the terms of this Agreement and the ENGINEER's overhead or indirect costs to the extent they are properly allowable to the agreement plus a lump sum for profit.
- 1.1.11. Right to Terminate. The OWNER reserves the right to terminate this Agreement at any time, and if this Project should be abandoned, or the processing of same indefinitely postponed, or this Agreement is terminated for any other reasons, the ENGINEER shall be paid for all services rendered and all costs incurred up to the date of ENGINEER's receipt of OWNER's notice of termination. Prior to the award of this Agreement to the ENGINEER, the OWNER shall confirm to the ENGINEER and provide satisfactory proof that funds

for the amount due hereunder has been authorized, allocated, and reserved for payment of the ENGINEER`'s fee.

- 1.1.12. Right to Delete. The OWNER reserves the right to delete any portion of the Scope of Services that has not been performed by ENGINEER at any time upon written notice to ENGINEER, and if such is done the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted compares to the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be recomputed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted the ENGINEER shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
- 1.1.13. Non-Discrimination. The ENGINEER will comply with all the requirements pertaining to the Section 3 Clause of the 1968 Housing and Urban Development Act (Affirmative Action Plan).
- 1.1.14. Assignments and Subleases. ENGINEER shall not assign, sublease, subcontract, transfer or convey any interest in this Agreement without the express and prior written consent of the OWNER. The ENGINEER`'s interest hereunder shall not be assignable in bankruptcy or by operation of law. In the event a transfer is approved by OWNER, any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this Agreement. OWNER may prescribe any conditions to such an assignment or transfer.
- 1.1.15. Waiver. No waiver of default by OWNER or ENGINEER of any terms, covenants or conditions herein to be performed, kept or observed by ENGINEER or OWNER shall be construed to be or act as a waiver of any subsequent default of any terms, covenants or conditions herein contained.
- 1.1.16. Merger. It is mutually understood and agreed by the parties hereto that this Agreement and the Scope of Services provided by ENGINEER together contain all the covenants, agreements, stipulations, and provisions agreed upon by said parties, and no agent or employee of either party to this Agreement has any authority to alter or change the terms hereof, except as provided herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.

If in the event that any portion or portions of this Agreement are adjudged unlawful by a court of competent jurisdiction, the judgment of such court shall not affect the validity of the remaining portions



hereof, which shall be and remain in full force and effect during the term of this Agreement.

- 1.1.17. Enforceability; Choice of Law; Choice of Forum. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Oklahoma only, and the parties' consent to jurisdiction over their person and over the subject matter of any such litigation.
- 1.1.18. Key Personnel. The ENGINEER shall have designated certain key personnel to be assigned specifically to the performance of this work (such as project manager, lead designer, operations specialist, etc.).
- 1.1.19. At the time of Agreement ratification, the OWNER shall have the right to specify those project key personnel for whom the ENGINEER shall not be allowed to substitute other personnel without prior written permission of the OWNER.
- 1.1.20. Detailed Scope of Services. A detailed scope of services is attached as Exhibit "A", which is hereby incorporated into this contract.
- 1.1.21. Insurance. The ENGINEER shall procure and maintain during the life of this agreement insurance of the types of minimum amounts as follows:

Worker's Compensation in full compliance with statutory requirements of Federal and State of Oklahoma law and Employer's Liability coverage in the amount of the statutory limit.

Automobile Liability

Combined Single Limit (Bodily Injury and Property .....\$ 500,000  
Damage)

General Liability

Each Occurrence .....\$1,000,000  
Aggregate .....\$2,000,000

Professional Liability

Each Claim Made.....\$1,000,000  
Annual Aggregate .....\$2,000,000

Excess of Umbrella Liability

Per Occurrence.....\$1,000,000  
General Aggregate .....\$1,000,000

Certificate evidencing such insurance shall be furnished to the OWNER and shall contain the following statement: "The insurance evidenced by this certificate will not be canceled or altered except after ten (10) calendar

days from receipt by the OWNER of written notice thereof." Should the insurance outlined above be canceled for any reason, and the Engineer fails to procure additional insurance, the OWNER shall have the right to purchase equivalent insurance coverage and charge the cost of that insurance against any amounts due the ENGINEER under the terms of this Agreement.

Said insurance shall be written by a company or companies licensed to do business in the State of Oklahoma.

#### 1.1.22. Drug-Free Workplace

1.1.22.1. Definitions. As used in this clause, "controlled Substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation 21 CFR 1308.11-1308.15. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. "Criminal drug statute" means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a government contract.

"Directly engaged" is defined to include all direct cost employees and any other employee who has other than a minimal impact or involvement in contract performance.

1.1.22.2. The ENGINEER, if other than an individual, shall--within thirty (30) calendar days after award (unless a longer period is agreed to in writing) for contracts of thirty (30) calendar days or more performance duration; or as soon as possible for contracts of less than thirty (30) calendar days of performance duration--

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the ENGINEER's

- workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establish an ongoing drug-free awareness program to inform such employees about –
    - (i) The dangers of drug abuse in the workplace
    - (ii) The ENGINEER's policy of maintaining a drug-free workplace
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph 1.1.21.2.1. of this clause:
  4. Notify such employees in writing of the statement required by subparagraph 1.1.21.2.1. of this clause, that as a condition of continued employment of this contract, the employee will
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
  5. Notify the contracting officer in writing within ten (10) days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.
  6. Within thirty (30) calendar days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause of a conviction, take one (1) of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace.
    - (i) Take appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
  7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1.1.21.2.1. through 1.1.21.2.6. of this clause.

1.1.22.3. The ENGINEER, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

- 1.2. In addition to other remedies available to the Owner, the ENGINEER's failure to comply with the requirements of paragraphs 1.1.21.2. and 1.1.21.3. of this clause may, pursuant to FAR 23.506, render the ENGINEER subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## Survey Services

After written authorization to proceed, the ENGINEER shall:

- 1.2.1. Provide all ground topographic and land tie surveying required for the design and right-of-way acquisition for the project, as described in Exhibit "A".
- 1.2.2. Provide Utility Location Services (SUE Service) to determine the location of detectable underground utilities, as described in Exhibit "A".

### 1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.3.1. In consultation with the OWNER and on the basis of the detailed scope of services (Exhibit "A") and the accepted report, prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.3.2. Based on the preliminary design plans, submit an opinion of probable cost for the project including construction cost, contingencies, compensation for all professionals and consultant services.
- 1.3.3. Furnish three (3) copies of the above preliminary design plans and present and review them in person with the OWNER.

### 1.4. Right-of-way Design Phase.

After approval of the Preliminary Design Phase, the ENGINEER shall proceed with the Right-of-Way Phase:

- 1.4.1. The ENGINEER shall proceed with determination of necessary right-of-way acquisitions and development of right-of-way documents.
- 1.4.2. In consultation with the OWNER and on the basis of the detailed scope of services (Exhibit "B"), prepare right-of-way plans showing required new right-of-way limits and easement documents.
- 1.4.3. Furnish three (3) copies of the above right-of-way plans and right-of-way documents and present and review them in person with the OWNER.

### 1.5. Utility Relocation Phase

- 1.5.1. Utility Relocation Phase.

After approval of the Right-of-way Design Phase, the ENGINEER shall proceed with the Utility Relocation Phase:

- 1.5.1.1. The ENGINEER shall conduct these services in parallel with the right-of-way and final design phases.
- 1.5.1.2. Schedule and hold field meetings with all utility providers included on the Call-OKIE listing for the project area.
- 1.5.1.3. Obtain proposals/relocation agreements from all impacted utility providers.
- 1.5.1.4. In consultation with the OWNER, issue work orders for utility relocation construction operations.

#### 1.6. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.6.1. Based on the accepted Right-of-way design documents, incorporate contract documents, final plans, quantities, construction estimates and specifications to show the character and scope of the work to be performed by Contractors on the PROJECT.
- 1.6.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.6.3. Advise OWNER of any adjustments to his latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.
- 1.6.4. Prepare bid forms, notice to bidders, instruction to bidders, general conditions and supplementary conditions and assist in the preparation of other related documents.
- 1.6.5. Furnish three (3) copies of the above documents and present and review them in person with the OWNER.
- 1.6.6. Furnish five (5) copies of the approved final design documents to the OWNER.

- 1.6.7. Assist OWNER in acquisition of the required local, State and Federal government permits (ODEQ, OTA, ODOT, etc.) and private permits (railroad, utility, etc.). The ENGINEER shall at no additional cost to OWNER provide sets of construction plans and specifications as may be necessary for application of such permits.

1.7. Advertising and Bidding Phase.

After written authorization to proceed with the Advertising and Bidding Phase, ENGINEER shall:

- 1.7.1. Assist OWNER in obtaining bids or negotiating proposals for the construction contract. The ENGINEER shall supply prospective bidders with the project plans and contract documents for a fee to be retained by the ENGINEER to cover the costs for reproduction, etc.; the amount of the fee to be agreed upon by the ENGINEER and the OWNER. The ENGINEER shall record the name, address and telephone number of each prospective bidder obtaining the contract documents.
- 1.7.2. Attend the Pre-Bid Conference to assist the OWNER in answering any questions pertaining to the project which the prospective bidders may have.
- 1.7.3. Consult with and advise OWNER as to the acceptability of subcontractors and other persons or organizations proposed by the contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the contract documents.
- 1.7.4. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the contract documents.
- 1.7.5. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.8. Construction Phase.

During the Construction Phase, the ENGINEER shall:

- 1.8.1. Consult with and advise OWNER. All of OWNER's instructions to Contractor(s) will be issued through the Assistant City Manager or his designated representative.
- 1.8.2. Make monthly visits to the PROJECT site to observe as an experienced and qualified design professional, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; they shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assistance to OWNER in determining that the completed PROJECT will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observations, they shall provide OWNER written reports on the progress, performance and quality of the work. The ENGINEER shall endeavor to guard OWNER against defects and deficiencies in the work of Contractor(s) and may recommend to OWNER the disapproval or rejection of work as failing to conform to the contract documents.
- 1.8.3. Review and approve shop drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the PROJECT and compliance with the information given in the contract documents; advise OWNER regarding the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
- 1.8.4. Conduct, when notified by OWNER, a final inspection of the PROJECT and provide the OWNER a written report indicating the ENGINEER's opinion as to the conformance of the completed work to the contract documents, quality of the work performed, performance of the Contractor(s) and a list of any deficient items.
- 1.8.5. Perform such additional services as may be set forth under this phase of the work as shown in Exhibit "A".



## 2. SECTION 2 - OWNER`S RESPONSIBILITIES

OWNER shall:

- 2.1. Provide full information as to his requirements for the PROJECT.
- 2.2. Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT.
- 2.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render in writing decisions pertaining within a reasonable time so as not to delay the services of the ENGINEER.
- 2.4. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
- 2.5. Return to the ENGINEER submitted project documents for OWNER's review on which the ENGINEER has not substantially addressed previously noted provisions and comments. The ENGINEER's contract time will not be suspended for submission of PROJECT documents which do not contain substantial revisions.
- 2.6. Provide a testing firm and pay all costs for testing, as required for the design of the PROJECT, unless specified otherwise.
- 2.7. Designate in writing a person to act as OWNER`s representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define OWNER`s policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER`s services.
- 2.8. Issue all instructions to the ENGINEER; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the ENGINEER relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.9. In consultation with the ENGINEER, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of OWNER and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.10. Have the Assistant City Manager or their designated representative, based on his on-site observations and project inspection reports, determine the amounts owing to Contractor(s).

- 2.11. Conduct an inspection to determine if the PROJECT is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that OWNER may approve, in writing, final payment to each Contractor.

### 3. SECTION 3 - PERIOD OF SERVICES

- 3.1. The provisions of 3.2. through 3.11. inclusive, and the various rates of compensation for ENGINEER`s services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase. ENGINEER`s obligation to render services hereunder will extend for a period which may be reasonably required for the design, award of contracts and construction of the Project.
- 3.2. The PROJECT Scope of Services shall be completed by the schedule set forth in Exhibit "A" following authorization to proceed. This schedule assumes authorization to proceed is received December 16, 2024. Specific time frames and requirements for completion of various items within the basic scope of services shall be completed as specified in the following paragraphs:
  - 3.2.1. The services called for in the Survey Services and Preliminary Design Phase shall be completed by March 15, 2025, in accordance with Exhibit "A".
  - 3.2.2. The services called for in the Right-of-way Design Phase shall be completed by May 15, 2024, in accordance with Exhibit "A".
  - 3.2.3. After acceptance by OWNER of the right-of-way design plans and revised opinion of probable Project Cost, indicating any specific modifications or changes desired by the OWNER, and written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase, deliver final contract documents and a revised opinion of PROJECT COSTS by June 1, 2025, in accordance with Exhibit "A".
  - 3.2.4. ENGINEER`s services under the Preliminary Design Phase, Right-of-way Design Phase, and Final Design Phase shall each be considered complete at the date when the submissions for that phase have been accepted and approved by the OWNER.
  - 3.2.5. After acceptance of OWNER of the Contract Documents and ENGINEER`s most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Advertising and Bidding Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon award of the construction contract.

- 3.2.6. The Construction Phase will commence with the execution of the awarded construction contract for the work of the PROJECT or any part thereof and will terminate upon written approval by Assistant City Manager or their designated representative of final payment of the contract.
- 3.2.7. In the event that the work of the PROJECT is to be performed under more than one contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER`s services during the Final Design and Advertising and Bidding Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be attached as an exhibit to and made a part of this agreement and the provisions of paragraphs 3.4. and 3.5. will be modified accordingly.
- 3.3. If OWNER has requested significant modifications or changes in the PROJECT, the time of performance of ENGINEER`s services shall be adjusted appropriately.
- 3.4. If ENGINEER is delayed at any time in the progress of any phase of the PROJECT by any act or neglect of the OWNER, or by any separate contractor employed by the OWNER, or by any act or neglect of regulatory agencies, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the ENGINEER's control, then the completion date shall be extended by supplemental agreement (each an "Amendment") for a reasonable time equaling the amount of delay.
- 3.5. Waiver in Case of Delay. In the event of delay in proceeding with the work hereunder or any portion thereof, whether such delay be caused by the OWNER or any other agency, the ENGINEER hereby agrees that he will not exert any claim against the OWNER by reason of such delay, and all such claims are hereby waived.

#### 4. SECTION 4 - PAYMENTS TO ENGINEER

- 4.1. Methods of Payment for Services of Engineer.
  - 4.1.1. Services as a Witness. The OWNER and ENGINEER mutually agree that in the event OWNER desires for ENGINEER to perform expert witness services, such services shall be set forth in an Amendment or other separate agreement and subject to such terms and fees agreed upon at such time.
  - 4.1.2. For services described herewith, exclusive of fees for services as witnesses, the ENGINEER will be paid the fee(s) as outlined in Exhibit "B".

#### 4.2. Times of Payment.

4.2.1. The ENGINEER shall submit monthly statements for services rendered. Compensation will be based on the ENGINEER's estimate of the proportion of the total services actually completed at the time of billing and agreed upon by the Assistant City Manager or their designated representative. The OWNER shall make prompt payment within thirty (30) calendar days of receipt of invoice.

4.2.2. OWNER shall, upon conclusion of the Preliminary Design, Final Design, Advertising and Bidding Phase, and Construction Phase services, pay according to the Phases and unit quantities set forth in Exhibit "B" Basis of Compensation.

Additional cost to the OWNER caused by error or omission of items in the construction documents will not be included in final construction cost for determination of the ENGINEER's fee unless the ENGINEER is instructed by the OWNER to prepare the additional contract documents to address the error or omission.

4.2.3. ENGINEER shall submit to the OWNER, prior to commencement of the Advertising and Bidding Phase, deliverables including digital files of the project in PDF format, relevant project drawings in CAD format, and specifications referenced in the final plans.

4.2.4. Prior to receiving final payment, the ENGINEER shall also submit to OWNER one (1) set of ½ size "As-Built Record Drawings" (hereinafter referred to "As-Builts") plans including digital files in PDF and CAD format. The "As-Built" drawings shall represent any changes that occurred during construction. The OWNER shall supply to the ENGINEER all changes that occurred during construction, in sufficient detail to allow the ENGINEER to prepare the "As-Built" drawings, unless the ENGINEER is responsible for construction management.

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

On Behalf of ENGINEER:

(FOR CORPORATIONS ONLY)

Eagle Consultants, Inc.,  
Name of Corporation

By \_\_\_\_\_  
Title President

ATTEST:

\_\_\_\_\_  
Title \_\_\_\_\_

(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

N.A.  
Name of Partnership or Proprietorship

By \_\_\_\_\_

Title \_\_\_\_\_

**COUNTY OF CLEVELAND     }**  
**STATE OF OKLAHOMA       }**

Before me the undersigned, a Notary Public in and for said state, on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared \_\_\_\_\_, a member of the partnership/proprietorship \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that \_\_\_\_\_ (he/she) executed the same as \_\_\_\_\_ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

CITY OF MOORE, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
Mark Hamm, MAYOR

ATTEST:

\_\_\_\_\_  
Vanessa Kemp, CITY CLERK

APPROVED as to form and legality on behalf of the City of Moore, Oklahoma, this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brian Miller, CITY ATTORNEY

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The Consulting Engineer shall prepare construction documents for the relocation of effluent wastewater lines & Oklahoma Gas & Electric (OG&E) effluent water supply line, connect effluent line to the existing effluent lift station at the wastewater treatment plant (WWTP) & the cascade aerator at the South Canadian River (between South Canadian River along Indian Hills Road, crossing Interstate 35 to the Moore WWTP). All engineering activities are to be closely coordinated with appropriate personnel to ensure that the design concept and the construction documents are prepared in accordance with the requirements of the City of Moore standards and any other entities that may have jurisdiction over the proposed project. The Consulting Engineer's duties during the bidding, negotiating and construction phases will be coordinated with the Assistant City Manager or his designated representative. The City shall issue written notice to the Engineer prior to any work beyond this scope of services.

The PROJECT engineering services shall include, but are not limited to the following:

#### GENERAL SCOPE OF ENGINEERING SERVICES

Project consists of relocation of approximately 44,000 L.F of 30-inch ID HDPE (36-inch OD) Wastewater Effluent Lines to accommodate new Turnpike Planned by Oklahoma Turnpike Authority (OTA) & Relocation of approximately 750 L.F of 18 Effluent Water Supply line to OG&E & approximately 25 to 50 L.F. of 2-inch effluent water line to property owner (Ward Cattle Farm; Project extends from the Moore Wastewater Treatment Plant to the South Canadian River.

1. Provide design and details of Connections for 2–30-inch ID HDPE (36-inch OD) to the Effluent pump station equipped with 5 variable speed submersible pumps at the Moore Wastewater Treatment Plant (WWTP).
2. Provide details of Creek Crossing immediately West of Moore WWTP.
3. Provide bore and encase details at (Total Approximately 2080 LF)
  - a. Interstate 35 North and South bound lanes and service roads. (2 X 400 LF) = Approximate Length 800 LF.
  - b. Telephone Road (2 X 120 LF) = Approximate Length 240 LF.
  - c. Santa Fe (2 X 100 LF) = Approximate Length 200 LF.
  - d. Western Ave (2 X 120 LF) = Approximate Length 240 LF.
  - e. Penn Ave (2 X 100 LF) = Approximate Length 200 LF.
  - f. Cross new turnpike diagonally west of Penn Avenue after the proposed South Canadian River BOTA bridge crossing (2 X 200 LF) = Approximate length 400 LF
4. Provide isolation valves every mile as well as valves to direct flow from one pipe to the other every mile. Provide valves at Effluent lift station as necessary and needed. Provide valves before cascade aerator as needed & supply Effluent water to OG&E and Ward property. Design and install new box structure for OG&E line as required.

5. Provide details of location for Air and vacuum valves in both Effluent lines at low and high points in the line profile as required.
6. Provide details of a new cascade aerator at effluent discharge location as required by the ODEQ.
7. Provide sequence of effluent pipeline construction to allow the City of Moore to be able to continuously discharge to the receiving stream ( South Canadian River).
8. Make necessary provisions on the Moore effluent HDPE pipelines to continue to provide cooling water to OG&E. Moore is under contract with OG&E to continuously provide effluent water supply for colling purposes throughout the year up to a maximum of 5 million Gallons per Day & to provide any excess flow to the landowner for cattle farming purposes. Engineers shall take this into consideration in the design & construction of the effluent line to assure continuity of effluent water supply to these entities during & after construction.
9. Provide a Hydraulic analysis of the two lines for the future average daily flow of 12 MGD at the WWTP.
10. Provide plans and specifications for the construction of approximately (2 X 22,000 LF) OR 44,000 L,F of 2-30" ID (36" OD HDPE) pipes along with approximately sixteen (16) to eighteen (18) 2-inch Air and vacuum valves, approximately eighteen (18) to twenty one (21) 36-inch isolation valves for maintenance, provide details for the connection at the Moore WWTP as well as the details at the effluent cascade aerator, box structure and valves for OG&E supply from 2-30" ID Pipes with connections to two (2) - 18" pipes along with isolation valves, provide details for supply of Effluent water to Ward cattle farm. Engineers shall submit City of Moore approved plans to ODEQ for construction permits. Engineer shall address any comments after ODEQ review in a timely manner to secure the required construction permit.
11. Prior to starting detailed design of project, Engineer shall provide a preliminary Estimate of Probable Costs for a complete effluent relocation project necessitated by the project planned by the Oklahoma Turnpike Authority. Estimate of probable cost shall be revised after completion of detailed design. Detailed construction cost may change depending on many variables & Engineers have no control over the actual construction costs. Examples of variable market conditions are inflation, material pricing, availability of labor & materials as well as supply chain issues. 36-inch isolation valves, HDPE pipe, & Combination Air & Vac valves may have long lead times & Engineer has no control of such issues. Engineer shall further adjust Construction costs based on actual bids.
12. Engineer shall coordinate project with the City of Moore, with the Oklahoma Turnpike Authority as directed by the City of Moore, Oklahoma Department of Environmental Quality, other design professional involved with the construction of the new turnpike retained by OTA beginning at the South Canadian River and extending along Indian Hills Road up to I-35 and further to the Moore WWTP.



13. The Engineer shall retain the services of an Oklahoma licensed surveyor approved by the City of Moore to assist in getting a detailed survey of the project as needed for detailed design. The survey shall comply with the City of Moore survey requirements & tied to OTA survey controls.
14. Engineers shall retain the services of an Oklahoma licensed geotechnical engineer approved by the City of Moore to get additional geotechnical information as needed for the completion of the detailed design by retaining an independent geotechnical engineer approved by the city of Moore.
15. The City of Moore (and OTA) shall provide timelines & provide plans & drawings of all planned projects in the effluent line(s) project area. Engineer shall coordinate and make efforts to complete Moore effluent line relocation project as required by Moore [& OTA].

## I. FIELD SERVICES

### Survey Services

Survey Limits: The survey limits shall extend between South Canadian River along Indian Hills Road, crossing Interstate 35 to the Moore WWTP. The survey shall provide bore locations at Interstate 35 including service roads, Telephone Road, Santa Fe Ave, Western Avenue, & Pennsylvania Avenue & these locations shall be approved by the City of Moore. (See Figure below) for the area from the South Canadian River to the Moore WWTP



### Survey Services Included:

Effluent pipe alignment is being evaluated & will be finalized in collaboration with City of Moore & the Oklahoma Turnpike Authority. After an alignment has been finalized, the Consultant will provide all ground topographic and land tie surveying as required for the design and right-of-way acquisition.

### Survey Limits

The surveyed limits shall extend between South Canadian River along Indian Hills Road, crossing Interstate 35 to the Moore WWTP. The survey shall provide bore locations at Interstate 35 including service roads, Telephone Road, Santa Fe Ave, Western Avenue & Pennsylvania Avenue & these locations shall be approved by the City of Moore. (See Figure below) for the area from the South Canadian River to the Moore WWTP

## Survey Services Included:

- The Surveyor (Lemke Land Surveying OR LLS) will establish controls and land tie surveys for the project in accordance with State requirements. The Surveyor shall coordinate with City Survey Departments to coordinate said controls and land ties with known records. Permanent benchmarks shall be set in locations to not be disturbed by construction activities. A significant percentage of the controls and land ties needed for this project will be established by others as part of the OTA project. The Surveyor will receive, review, supplement, and then incorporate said information into this project's data set thereby reducing survey costs. Should benchmarks be destroyed during construction of the effluent pipelines, replacement thereof shall be at the contractor's expense.
- If required, the surveyor will research and locate present right-of-way, permanent easements, and land parcels having influence along the alignment of the project. A significant percentage of the r/w, easement, and parcel information needed for this project will be pulled together by others as part of the OTA project. LLS will receive, review, supplement, and then incorporate said information into this project's data set thereby reducing survey costs.
- Once the effluent pipe alignment is finalized, LLS will review and incorporate the alignment geometry and position into this project's data set and then perform a Design Survey for the described project area. The design survey shall collect horizontal and vertical locations of topographic features including edges of pavement, curbs, sidewalks, bridges, vegetation, structures, or other existing features within the project area. A significant percentage of the Design Survey needed for this project will be accomplished by others as part of the OTA project. LLS will receive, review, supplement, and then incorporate said information into this project's data set thereby reducing survey costs. Underground utilities shall be located in conjunction with the painted marks of SUE locates and OKIE 811 Tickets that are coordinated by the Engineer. LLS will perform topographic surveys of existing drainage structures within the project area including culverts, headwalls, flumes, storm sewer manholes, and concrete channel liners. The drainage survey shall locate storm drain structures that flow onsite to offsite locations.
- The design survey shall be of sufficient quality and detail for development of an accurate, existing ground 3D surface model of the entire project for use by designers.
- All surveys shall be tied to the NAD83, Oklahoma State Plane (North Zone) Coordinates and shall conform to the Minimum Standards for Property Boundary and Topographic surveys for the State of Oklahoma.
- LLS is available to assist the Engineer with engineering plan set preparation efforts that include technical setup of sheets, setup of design tools, preparation of the initial "shell" drawing layout, and ongoing drafting support.
- For new easement (permanent & temporary) acquisition document preparation, LLS will prepare legal descriptions and the associated drawing exhibit for approximately 20

parcels. Additionally, LLS will perform a one-time field staking of the easements for acquisition activities OR for the contractor.

- If directed by the City and Engineer, LLS will perform a “one-time” staking for the construction of the effluent pipe, its appurtenances, and borings.
- Railroad Right-of-Way – Not Applicable to this project.

### **Geotechnical Investigations**

The geotechnical report will have a log of boring, laboratory test results, a boring location diagram, and a summary of the field procedures and will include recommendations for the installation of the effluent force mains. It will be prepared under the supervision of and signed by a registered Professional Engineer in the State of Oklahoma.

The scope of services for the geotechnical engineering services for the proposed Moore Effluent Force Main to be located along Indian Hills Road between I-35 and the east bank of the South Canadian River in Moore, Oklahoma. The project includes two 30” ID (approx.) with 36-inch OD DR 13.5, HDPE pressure pipe planned at approximately 22,000 LF. The 36” OD line will be buried approximately 4 feet to the top of pipe. We also understand that the effluent line will be installed using open trench and horizontal directional drilling (HDD) techniques at I-35 inclusive of North and South Bound Service Road, at 45 degrees at 36th Street (Telephone Road), at Santa Fe Avenue, at Western Avenue, at Pennsylvania Avenue and at 45-degrees in a southwesterly direction to the discharge location at S. Canadian River.

The proposed scope of services is as follows:

- 28 borings along the proposed alignment to depths of 15 feet, and 2 borings on either side of I-35 to depths of up to 30 feet.
- Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. Borings will be backfilled per OWRB requirements.
- Geotechnical Engineer has assumed the site is readily accessible to our drilling equipment without the need for any ground leveling, site clearing, or other issues that may hamper drill rig access and set up.
- Access through any fences will be provided by the client. Our scope does not include coordinating access with private landowners.
- Geotechnical Engineer has assumed up to 6 days of traffic control services
- Laboratory testing will include moisture content, Atterberg Limits, dry unit weight, grain size analysis and unconfined compressive strength tests.
- The report will provide subsurface soil and rock conditions, excavation considerations, earthwork, and pipe bedding and trench backfill recommendations.

## **II. PRELIMINARY DESIGN PHASE – 30%**

### **A. Preparation of preliminary construction plans**

1. Plan preparation complying with 30 percent design plans: Plans (30% completion) shall show survey alignment of the effluent lines from the Moore WWTP to the Cascade Aerator at the South Canadian River discharge location. Plans shall show preliminary alignment OG&E effluent water supply, supply line to property owner at discharge location, preliminary location of OG&E box, & preliminary new location of cascade aerator as needed. Preliminary configuration of connections to the effluent lift station will be included. Drawings will show preliminary details for housing air & vac valves, preliminary locations for isolation valves.
  2. Plans shall identify the impact of other OTA construction activity in the area affecting construction of effluent line relocation project.
  3. Plans shall identify impact on existing utilities and proposed relocations
    - Private utilities (gas, electric, telephone, television)
    - Public water & sewer facilities
    - Roadway crossings requiring boring & encasement.
- B. Preliminary right-of-way requirements, as needed and ROW descriptions for acquisition by the OTA for the City of Moore.
- C. Preliminary construction schedule.
- D. Preliminary estimate of probable costs.
- E. Schedule & complete the City of Moore & the OTA Plan in Hand review meeting.
- F. The Engineer, the City of Moore, and the OTA shall discuss & update timelines for completing project tasks.

### **III. HYDRAULIC ANALYSIS**

Preliminary hydraulic analysis of effluent force mains for the required design flow will be completed by 60% & submitted to the City of Moore and the OTA for consideration & review. The engineer shall address any concerns & comments as they arise.

### **IV. RIGHT-OF-WAY PHASE (60%)**

Upon approval of the Preliminary Plans, ENGINEER, if required, will develop Right-of-Way Plans (60%), easements, and an updated Preliminary Construction Estimate. Temporary & Permanent right-of-way purchases are anticipated for the proposed project. The Right-of-Way acquisition shall be performed by others. Staking services, if required, will be negotiated upon completion of the Right-of-Way plans once the exact number of acquisitions is determined.

### **V. UTILITY RELOCATION PHASE (70%)**

The Engineer, if required, shall coordinate the relocation of privately and publicly owned utilities if necessary & as directed by the City of Moore. The Engineer shall be responsible for determining those utilities requiring relocation and for furnishing such information regarding the proposed construction as well as enable those utility companies to adequately determine the extent of their required relocation effort. The Engineer shall also confer with the utility companies to determine that their proposed relocation will, in fact, not interfere with the proposed construction.

## **VI. FINAL DESIGN PHASE (90%)**

- A. Upon written approval of the Right-of-Way and Utility Phase, the Final Design Phase shall commence.
- B. Construction plans for the effluent line(s) relocation projects shall be prepared in accordance with OTA and City of Moore requirements.
  - 1. Title Sheet
  - 2. General construction notes
  - 3. Final project survey
  - 4. Plan & profile sheets for two 36-inch OD (30-inch ID) HDPE lines.
  - 5. Bore & encase Layout Sheets, Interstate 35 & North & South bound Service Roads, Telephone Road, Santa Fe Avenue, Western Avenue, Pennsylvania Avenue. & OTA proposed turnpike west of Penn Avenue.
  - 6. Tie in details at effluent pump station at WWTP & any modifications as necessary.
  - 7. Tie in detail(s) at Cascade aerator.
  - 8. New cascade aerator details, as needed.
  - 9. Plan & profile sheets for OG&E line relocation & landowner line relocation.
  - 10. OG&E box structure details, as required.
  - 11. City Owned Utility Relocation Plan and Profiles, as needed.
  - 12. Standard structural details.
  - 13. Erosion Control Plan, as needed
  - 14. Construction Sequencing to keep effluent lines operational.
  - 15. City of Moore water & sewer standard sheets.
- C. Specifications in accordance with City of Moore requirements
  - 1. Preparation of bid details, method of payment, & general construction instructions to contractor.
  - 2. Preparation of City of Moore Contract Documents/General Conditions and Technical Specifications for project.

## **VII. CONSTRUCTION PERMIT (100%)**

- 1. Prepare & process ODEQ construction permit for the City's signature.
- 2. Submit Moore approved permit plans & specifications & other required documents to ODEQ & address any review comments from ODEQ.
- 3. Secure ODEQ construction permit.

## VII. TASK ORDER SERVICES

### Agreement approval & Notice to proceed

- Engineering agreement approval at the City Council meeting – TBD.
  - The City of Moore will provide GIS data on the existing water & storm sewer lines, and the City’s water line maintenance contractor (Veolia Water) will provide field locations.
  - Section line road & Interstate 35 bore & encase crossings may require crossing permits from the City of Moore, ODOT, City of Oklahoma City, City of Norman, & Cleveland County as appropriate. The engineer shall assist the City of Moore in preparing applications and coordinating with the appropriate governmental agency.
  - Deliverables for the effluent line re-alignment include the following:
    - 30% - proposed horizontal re-alignment route will be included on the plan sheets for the preliminary plan submittal.
    - 60% - Upon completion of the design 60% deliverable (including any revisions based upon QC review comments), the Engineer will provide preliminary P&P sheets for the effluent line for inclusion in the plan set. This will be included in the overall project 90% deliverable. This deliverable set of documents will also include standard City of Moore specifications related to the effluent line. Specifications will show the latest bid schedule & an updated estimate of probable costs for funding / budgeting purposes.
    - 100% - final plan sheets and specifications will be prepared based upon QC comments received on the 90% set and provided to the City of Moore,
  - It is anticipated that the following sheets will be produced by the effluent line relocation plan set for inclusion in the FINAL plan set:
    - Title Sheet
    - General construction notes
    - Final project survey
    - Plan & profile sheets for two 36-inch OD (30-inch ID) HDPE lines.
    - Bore & encase Layout Sheets, Interstate 35 & North & South bound Service Roads, Telephone Road, Santa Fe Avenue, Western Avenue, Pennsylvania Avenue. & OTA proposed turnpike west of Penn Avenue.
    - Tie in details at effluent pump station at WWTP & any modifications as necessary.
    - Tie in detail(s) at Cascade aerator.
    - New cascade aerator details, as needed.
    - Plan & profile sheets for OG&E line relocation & landowner line relocation.
    - OG&E box structure details, as required.

- City Owned Utility Relocation Plan and Profiles, as needed.
  - Standard structural details.
  - Erosion Control Plan, as needed
  - Construction Sequencing to keep effluent lines operational.
  - City of Moore water & sewer standard sheets.
  - Record Drawings – upon completion of the construction, any as-built revisions noted by the Contractor will be appropriately noted in the effluent line plans, sheets or specification as applicable and provided to the City of Moore in the overall Record Drawing set.
- Assumptions: The following items are assumed. If these assumptions turn out to be false, then additional compensation will be required.
    - OTA will be managing the bidding process of this project. Engineer shall offer clarifications during the bidding process, issue addenda as needed & necessary, conduct pre-bid meeting, tabulate bids after opening of submitted bids, make recommendations to the City of Moore & the OTA to award construction contract, assist in compiling contract documents, distribute signed construction contract, conduct pre-construction conference, & assist the City of Moore in managing the project.
    - OTA will provide on-site construction observation services retained by OTA for the project during construction. The inspector retained for the project shall be knowledgeable and familiar with HDPE line construction & shall be approved by the City of Moore. The OTA retained inspector shall work directly with the City of Moore. These services are not included in the Engineers project scope and may be negotiated & added, if needed, before the construction phase of the project. The Engineer will provide general project oversight, conduct site meetings & include contractor & project stakeholders as often as directed by the City of Moore OR at least once a month to track construction progress. The Engineer shall make recommendations on the progress being made on the project to the City of Moore to be assured that the project is being constructed according to the design intent of the plans and specifications. Engineer shall prepare change orders, as needed & directed by the City of Moore. The Engineer shall assist the City of Moore with final inspection and final acceptance of the project. The Engineer shall review & approve Contractor submittals in a timely manner.
    - Standard Details for the effluent line will be the City of Moore standard details, as supplemented with Engineer prepared standards where needed.
    - Permit application fees are NOT included in the fee.
    - Payment for Engineer services detailed here under “Assumptions” are covered & provided as a separate item termed “CONSTRUCTION SERVICES”.

- Specifications for the effluent line will be per the City of Moore standard specifications, and will be supplemented with engineer prepared specifications, as needed for the project.
- CAD work to be done in AutoCAD/ software. Files can also be created & submitted in the PDF format.
- The specifications will require the Contractor selected for this project to utilize the geotechnical company that provided bore hole information and recommendations for construction of the project. A separate bid item will be included in the bid schedule for payment of these services during construction.

**Right-of-way Easement Documents**

- Should new right-of-way acquisition be needed for the completion of this project. ENGINEER will provide legal descriptions and accompanying depiction of all proposed rights-of-way.
- For the purposes of this contract, twenty (20) easements were assumed by the survey company as shown in survey services.

**VIII. OTHER SERVICES, TO BE NEGOTIATED BY SUPPLEMENTAL**

**Right-of-way Staking**

- The Specifications will be prepared with a separate bid item for construction staking in the bids & require bidders to utilize the survey company used for the design of the project by the ENGINEER.

**Right-of-way Acquisition**

- NOT INCLUDED.

**Project Management during Construction**

Costs addressed covered under Task Order Services, under assumptions are included under PROJECT MANAGEMENT DURING CONSTRUCTION



**EXHIBIT “B”**

**LUMP SUM FEE REQUEST**

For providing the services described in the scope of services.

**BASE SERVICES FEE**

SURVEY SERVICES \$ 145,700 LSUM

The services described herein will be provided for a lump sum fee of \$141,900. Services will be billed monthly as a percent complete for each task line item below.

- Professional & Administrative Support \$12,300  
Coordination, oversight, meetings, management, billings, etc.
- Project Survey Control – will be performed & established by others \$ 2,700  
Receive & review horizontal & vertical project control/benchmark information  
Field verification & random QA/QC checks  
Bake the information into our project data set(s)
- Surveyor Section Work – will be performed & established by others \$ 3,200  
Receive & review section corner & section line survey information  
Field verification & random QA/QC checks  
Bake the information into our project data set(s)
- Land Parcel & Highway R/W Research & Location – most will be performed & established by others \$11,100  
Receive & review parcel & r/w documents and established positioning  
Field verification & random QA/QC checks  
Bake the information into our project data set(s)
- Pipeline Alignment / Route Selection \$ 8,200  
Receive & review OTA plans  
Calculate alignment geometry  
Stake alignment for field review
- Topographic Survey – supplement survey by others & “offline” route \$16,000  
Receive & review topo survey by others  
Field proofing / field edit  
Supplemental field survey  
Reduce, process, and bake the information into our project data set(s)
- Plans Setup & Support \$25,000  
Coordinate with engineer  
Technical setup of sheets & design tools

Prepare the initial “shell” drawing set layout  
Ongoing coordination engineer

- Easement Acquisition Document Preparation Support (+- 20 parcels) – permanent & temporary \$25,000  
With Legal descriptions  
Exhibit drafting  
One time field stake for acquisition OR for contractor
- Construction Staking Services – as directed by the City and Engineer \$38,400  
One-time staking for pipe, bores, & appurtenances on 50’ centers

**Total = \$141,900**

OG&E valve box, valves, and relocation of 750 LF (estimated) of 18-inch pipe

- For field topo and construction layout \$ 3,800.
- ROW, easement, or parcel line work. To be negotiated as needed

**Survey Total = \$145,700**

GEOTECHNICAL INVESTIGATIONS \$ 63,000 LSUM

Geotechnical Engineer lump sum fee for the scope of services defined above is **\$63,000** (not including private utility locate fees and dozer clearing).

- The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$2,000 would be invoiced. A drill crew standby rate of \$350 per hour would be invoiced for unexpected delays.
- If site clearing with dozer is required to provide access to borings, we could perform the dozer work for an additional \$2,200/day plus \$145/hour for Terracon representative to supervise the site clearing.

PRELIMINARY DESIGN PHASE (30%) \$ 450,000 LSUM

EFFLUENT LINE HYDRAULICS \$ 25,000 LSUM

RIGHT-OF-WAY PHASE (60%) \$ 425,000 LSUM

UTILITY RELOCATION PHASE (70%) \$ 150,000 LSUM

FINAL DESIGN PHASE (90%) \$ 250,000 LSUM

CONSTRUCTION PERMIT (100%) \$ 150,000 LSUM

CONSTRUCTION BIDDING PHASE	\$ <u>40,000</u> LSUM
AS-BUILTS OR RECORD DRAWINGS	\$ <u>10,000</u> LSUM
<b>TOTAL BASE FEE</b>	<b>\$ <u>1,708,000</u></b>

**TASK ORDER SERVICES**

RIGHT-OF-WAY EASEMENT DOCUMENTS \$1,500 PER EASEMENT FOR OG&E SURVEYOR	\$ <u>NUMBER TBD</u> UNIT, EACH
<b>TOTAL TASK ORDER SERVICES FEE</b>	<b>\$ <u>TBD</u></b>

**OTHER SUPPLEMENTAL SERVICES**

ROW STAKING WILL BE INCLUDED AS A BID ITEM IN THE BID SCHEDULE

RIGHT-OF-WAY ACQUISITION, WILL BE DONE BY OTHERS – NOT IN CONTRACT

PROJECT MANAGEMENT DURING CONSTRUCTION	\$ <u>260,000</u> LSUM
--	------------------------

PROJECT MANAGEMENT DURING CONSTRUCTION FOR CITY OWNED UTILITY RELOCATION, IF ANY, IS INCLUDED IN ABOVE ITEM

CONSTRUCTION INSPECTION TO BE PROVIDED BY OTA INSPECTOR APPROVED BY MOORE

CONSTRUCTION TESTING WILL BE INCLUDED AS BID ITEM IN THE BID SCHEDULE

**TOTAL OTHER SUPPLEMENTAL SERVICES AMOUNT \$ 260,000**

**TOTAL CONTRACT AMOUNT \$1,968,000**

**AMENDMENT TO OWNER-CONSULTANT AGREEMENT**

**AMENDMENT TO OWNER-CONSULTANT AGREEMENT**  
**Amendment No. 2**

1.01 *Background Data:*

Effective Date of Owner-Consultant Agreement: 05/09/2022

Owner: City of Moore

Engineer: Meshek & Associates, LLC

Project: North Fork Little River Erosion Control at Bryant Avenue and SE 4<sup>th</sup> Street

2.01 *Description of Modifications:*

- a. *Consultant shall perform or furnish the following Additional Services: Engineering design services to address the re-design of the slop reinforcement ABRS liner, and the tow and channel interface as described in the attached letter.*
- b. *The responsibilities of Owner are modified as follows: N/A*
- c. *For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$13,400.00*
- d. *The schedule for rendering services is modified as follows: N/A*
- e. *Other portions of the Agreement (including previous amendments, if any) are modified as follows: N/A*

**Agreement Summary:**

a. Original Agreement amount:	\$41,919.60
b. Net change for prior amendments:	\$19,012.50
c. This amendment amount:	\$13,400.00
d. Adjusted Agreement amount:	\$74,332.10

**SIGNATURES:**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 03/03/2023.

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**City of Moore** \_\_\_\_\_

**Meshek & Associates, LLC**

By: \_\_\_\_\_

By: Ben W. Fletcher

Printed Name: Brooks Mitchell

Printed Name: Ben Fletcher, PE LSI

Title: City Manager

Title: Design Department Manager

Date: \_\_\_\_\_

Date: 12/4/2024

Consultant's License No: \_\_\_\_\_

Consultant's License No.: 1487 (OK)

December 3, 2024

Mr. Jerry Ihler  
Assistant City Manager  
301 N. Broadway Street  
City of Moore, OK 73160

Reference: Amendment 2, Fee Proposal for: City of Moore, North Fork Little River Erosion Control at Bryant Avenue and SE4th Street.

Dear Mr. Ihler,

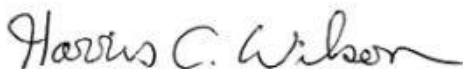
This letter is a proposal for the amendment to the scope and fee of the above referenced project. This amendment addresses additional work involved in re-design of the slope reinforcement ABRS liner, and the toe and channel interface. The re-design was necessary due to the unstable nature of the channel bottom. After the contractor drained the channel to install the liner, the bottom was found to be too soft for construction. The contractor dug out additional material in order to reach a hardpan surface, deepening the channel. However, the hardpan surface was found to be too saturated to meet the design specifications for the ABRS. Attempts to dry out the stream bed were hampered due to the unusually wet summer rains this year. These conditions required additional field inspections, coordination with the contractor to assist with dewatering the site, and re-design of the ABRS slope liner. The additional fee outlined below covers the time and effort required to address the field conditions and provide a revised channel design for the project.

The Amendment fee is **\$13,400.00**

The fee represents 80 hours of additional time to address the unforeseen field conditions described above.

If you find this proposal acceptable, I will prepare an amendment for execution. If you have any questions or need additional information, please contact me at 405.229.3260. I look forward to working with you on this project.

Sincerely,



Harris C. Wilson, PE  
Design Project Manager  
Meshek & Associates, LLC



### MEMO

**Date:** December 3, 2024  
**To:** Brooks Mitchell, City Manager  
**From:** Elizabeth Weitman, Community Development Director  
**Re:** Land Development Code Updates

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City Council approved an update to the Land Development Code as a budgeted item for FY 24-25. This update is intended to review the current codes, specifically the zoning and subdivision regulations, compare the codes to identified peer cities, and make recommendations to modernize this document to include best practices, incorporate more images and diagrams, and establish appropriate regulations and processes to more effectively balance quality of life issues while keeping with Moore's 'business-friendly' reputation.

Some of the specific items that will be included in the update are listed below, however, this is not an all-inclusive list:

- Refinement, deletion, or update of existing zoning districts especially the C-6 (Central Business District) Zoning District;
- Performance and design standards for commercial developments/land uses
- Regulations or incentives of open space within new development;
- Establishing driveway access management standards for local, collector, and arterial roadways; and
- Incorporating new land uses and development types into the regulatory framework, such as food trucks, doggy daycares, mother-in-law units, and office-warehouse uses.

If authorized, City Staff will begin the solicitation process in January 2025.

Item Description	Quoted Amount	Invoice Amount	Difference
Concrete Work	21,599.04	22,625.07	1,026.03
Labor	2,646.88	3,973.40	1,326.52
Overtime Labor		3,475.02	3,475.02
Equipment	3,757.04	3,738.53	(18.51)
Misc.	884.72	1,504.50	619.78
<b>Totals</b>	<b>28,887.68</b>	<b>35,316.52</b>	
Change Order Amount			<b>6,428.84</b>





Date 10/31/2024

# Silver Star Construction Co.

2401 S. Broadway, Moore, Oklahoma 73160 - (405) 793-1725 x107 / 1-800-375-1725 / Fax (405) 793-9989

CITY OF MOORE  
301 N. Broadway  
Moore, OK. 73160

RE: Parks

Parks MOR.05

## INVOICE

NO.

35032

DESCRIPTION	AMOUNT				
	Reg Time	Hourly Rate	Over Time	Hourly Rate	Amount
<b>Labor for the Month</b>					
<b>Base Crews &amp; Extra Crews</b>					
<i>Base Crew charges allocated for the month</i>					\$3,973.40
<i>Superintendent Over time</i>			14.00	\$90.33	\$1,264.62
<i>Crew Member Over time</i>			40.00	\$55.26	\$2,210.40
<i>Additional Crew Members</i>	0.00	\$36.84	0.00	\$55.26	\$0.00
<b>Projects &amp; City of Moore Cost Code</b>				Labor Total	<b>\$7,448.42</b>
<i>Parks-Buck Thomas</i>					
<b>Crew Equipment Hours</b>					
Backhoe/Mini Exc.	22	Hours	\$80.30	\$1,766.60	\$1,766.60
Skid Steer loader with other access.	19	Hours	\$64.25	\$1,220.75	\$1,220.75
Road Grader		Hours	113.03	\$0.00	\$0.00
Rubber Tired Loader		Hours	\$105.96	\$0.00	\$0.00
Road Reclaimer		Hours	\$296.50	\$0.00	\$0.00
1984 Ford Water Truck		Hours	\$73.88	\$0.00	\$0.00
Dump Truck 12 Cy	8	Hours	\$69.19	\$553.52	\$553.52
Semi. Dump 20 CY		Hours	90.19	\$0.00	\$0.00
Track Hoe 60K class		Hours	\$148.26	\$0.00	\$0.00
Track Hoe 30K class		Hours	\$111.19	\$0.00	\$0.00
Sand Truck		Hours	\$118.59	\$0.00	\$0.00
Dozer D-6 or Equal		Hours	\$129.72	\$0.00	\$0.00
Small Milling Machine		Hours	\$285.37	\$0.00	\$0.00
Box blade tractor		Hours	\$76.59	\$0.00	\$0.00
Backhoe/Mini Exc.		Hours	\$80.30	\$0.00	\$0.00
100 to 200 Tons Per Day		Tons	\$48.51	\$0.00	\$0.00
100 tons per day Minimum		Tons	\$66.24	\$0.00	\$0.00
401 to 700 tons per day		Tons	\$15.84	\$0.00	\$0.00
Pick Ups 3/4 ton (Hrs /4 each daily cost )	2	Days	\$98.83	\$197.66	\$197.66
<b>Subtotal of Equipment Costs</b>					<b>\$3,738.53</b>
Material & Supplies					<b>\$1,504.50</b>
Concrete Work & Paving					<b>\$22,625.07</b>
				<b>Total</b>	<b>\$35,316.52</b>
<b>Allocation of costs &amp; City of Moore Cost Code</b>					
					\$0.00
					\$0.00
					\$35,316.52
					\$0.00
				<b>Allocated</b>	<b>\$35,316.52</b>

Please see attached breakdown sheets for project details

## Veterans Park Sidewalk & Trash Pads

Item description	Quantity	Unit	Price per Unit	Price
<b>Sidewalk and Trash Pads</b>				
Project Superintendent	16	HR	\$ 60.22	\$ 963.52
Equipment Operator	32	HR	\$ 36.84	\$ 1,178.88
Labor	16	HR	\$ 31.53	\$ 504.48
Trackhoe	16	HR	\$ 111.19	\$ 1,779.04
Skid Steer	16	HR	\$ 64.25	\$ 1,028.00
Sidewalk	338	SY	\$ 58.91	\$ 19,911.58
3' x3' trash pads (3 total)	3	SY	\$ 58.91	\$ 176.73
3' x 8' trash pad (1 total)	3	SY	\$ 58.91	\$ 176.73
Outside trucking	10	HR	\$ 95.00	\$ 950.00
Retrofit ADA domes	58	SF	\$ 23.00	\$ 1,334.00
Georgia buggy rental	1	LSU	\$ 650.00	\$ 650.00
8% mark up on outside items	1	LSU	\$ 234.72	\$ 234.72
			<b>Total</b>	<b>\$ 28,887.68</b>

12/02/2024  
 JS242210  
 \*\*\* jasons

11:18  
 MOORE PARKS PARKING LOT RECONSTRUCT

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
20	ASPHALT MILLING	F - New	11,475.000	SY	5.00	57,375.00
25	DEMO CURB	F - New	550.000	LF	7.25	3,987.50
30	6" CKD STABILIZATION	F - New	11,475.000	SY	8.25	94,668.75
40	CURB AND GUTTER	F - New	525.000	LF	41.97	22,034.25
50	SIDEWALK	F - New	273.000	SY	58.91	16,082.43
60	ASPHALT PAVING TYPE S3	F - New	2,700.000	TON	101.00	272,700.00
70	ASPHALT PAVING TYPE S4	F - New	1,350.000	TON	118.00	159,300.00
80	TACK COAT	F - New	950.000	GAL	6.25	5,937.50
90	STRIPING	F - New	1.000	LSU	38,843.06	38,843.06
95	SURVEY	F - New	1.000	LSU	3,700.00	3,700.00

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SUBTOTAL BUCKTHOMAS PARKING LOT \$674,628.49

510	ASPHALT MILLING	F - New	4,510.000	SY	5.00	22,550.00
520	6" CKD STABILIZATION	F - New	4,510.000	SY	10.75	48,482.50
530	CURB AND GUTTER	F - New	150.000	LF	41.97	6,295.50
540	SIDEWALK	F - New	30.000	SY	94.14	2,824.20
550	ASPHALT PAVING TYPE S3	F - New	1,060.000	TON	102.00	108,120.00
560	APSHALT PAVING TYPE S4	F - New	530.000	TON	120.00	63,600.00
570	TACK COAT	F - New	375.000	GAL	6.25	2,343.75
580	STRIPING	F - New	1.000	LSU	28,555.36	28,555.36
590	SURVEY	F - New	1.000	LSU	1,500.00	1,500.00

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SUBTOTAL KIWANIS PARK \$284,271.31

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Bid Total => \$958,899.80

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# City of Moore

## Moore Table Tennis Agreement

This Agreement, made and entered into as of the date, hereinafter set forth, by and between the City of Moore, a municipal corporation (hereinafter also referred to as the “City”); the Moore Public Works Authority, a public trust (hereinafter also referred to as the “Trust”), the Moore Parks and Recreation Department (hereinafter also referred to as “Department”) and the Moore Youth Table Tennis Association (hereinafter also referred to as the “Association”).

### Witnesseth:

**Whereas,** The City owns certain real property operated as public parks; and,

**Whereas,** The City and the Trust recognize that this property may be used for certain recreational purposes, when properly regulated, for the further benefit of the health, safety, and welfare of the residents of Moore without jeopardizing their usefulness; and

**Whereas,** the Association is organized primarily for the purpose of promoting the sport of Table Tennis in the City of Moore; and

**Now, therefore,** in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

### 1. PERMIT

The City and the Trust hereby permit the Association to utilize certain properties known as the Moore Community Center Gymnasium, designated areas from the date upon Council approval until December 31, 2025, for the purpose of providing facilities, table tennis equipment, and programming of recreational table tennis activities in Moore for all ages, hereinafter referred to as the “Permitted Premises.” The City also reserves the right to utilize the Moore Community Center at any time with at least 48 hours notice. All other areas besides the gymnasium are off limits unless requested by Moore Table Tennis Association and approved by the Moore Parks and Recreation Sports Coordinator.

### 2. TERM

The term of this Agreement begins on the date of execution of this Agreement by the City until December 31, 2025. The City Manager or his/her designee is hereby authorized by the City and the Trust to renew this Agreement as provided herein upon written request by the Association. However, this Agreement shall be terminable by the City or the Trust upon thirty (30) days written notice to the Association for just cause; or immediately upon determination by a court of competent jurisdiction that a public ouster exists.

### **3. CONSIDERATION**

The Association will be responsible for a total payment of \$4,000 to the City for league and tournament play. A full payment of \$4,000 is due within fifteen (15) days of the Association signing the Agreement. Any monies that are not paid by the dates given can result in immediate termination of this Agreement. Fees are subject to renegotiation at the end of the one-year Agreement. The Association must obtain, hold, and provide 501(c) (3) (Non-Profit) status by May 1, 2025, or provide documentation that the Association is in the process of obtaining non-profit status. The Association will have six (6) months from signing the Agreement to reach non-profit status. The Association agrees to provide recreational table tennis/activities for the Moore Public School District, the City of Moore youth, and youth outside the MPSD if space allows with approval from the Department Director..

### **4. FACILITY/PARK IMPROVEMENT ACCOUNT**

The payment made to the City and the Trust will be dedicated for repairs or improvements for designated facilities. A capital improvement project is considered \$10,000 or more in which the City and the Association will discuss facility/park improvement projects. The Association will pay for twenty-five percent (25%) and the City will pay for seventy-five percent (75%) of these improvements. The City shall have all final decisions for any facility/park projects. Annual Capital Improvements Requests for the next fiscal year are due by December 15th each year.

### **5. BOOKKEEPING**

The Association and the City agree that the Association will perform monthly bookkeeping. The bookkeeper must submit their qualification and be approved by the Department. The treasurer and/or bookkeeper must submit their Name, Qualifications, and Phone Number to the Department before the Agreement signing. The Association will be responsible for all sales

tax payments/issues and all payroll and contract labor deposit and reporting requirements. The Financial Statements shall conform to published accounting standards.

All financial documents, records, remittance payments and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit with thirty (30) days' notice given that such review or audit will occur. An annual presentation to the Parks Board that reviews the current year will be scheduled in November. Failure by the Association to submit financial records or any other paperwork required in this Agreement to the City and/or failure by the Association to respond to a request for records from the City within fifteen (15) days of the request shall constitute a material breach of the contract and may result in termination of the Agreement or a financial penalty of one hundred dollars (\$100) per day may be imposed after the 15<sup>th</sup> day.

## **6. QUARTERLY & ANNUAL FINANCIAL REPORTS**

The Association shall provide a quarterly written report to the Department no later than January 25, April 25, July 25 and October 25. A Year-to-Date Review shall be provided to the Department no later than October 25<sup>th</sup>. The Year-to-Date Review documents must include all items listed under Annual Report. Year-to-Date documents include all information up to October 1. The City may appoint an independent certified public accountant to audit, examine and report to the Department Director upon the books and records of the Association detailing the Association's revenues, expenses and disbursement for that year. The Association will pay for these costs. The Association, upon request, must provide documentation that they are in compliance with Oklahoma Sales Tax Laws. Delinquent taxes may result in termination of the Agreement and/or financial penalties as outlined below. Failure by the Association to submit financial records to the City shall constitute a material breach of the contract and may result in financial penalty fines or even termination of this Agreement.

Reports shall include:

Quarterly Report must have the following:

- Monthly Bank Statements
- Quarterly Profit and Loss Report that shows month-to-date and year-to-date totals
- Sales Tax Reports

- 1099s and W-2s are due with the April quarterly report

Annual Report must be submitted by January 25 and will include:

- Annual Profit and Loss Report that shows quarter-to-date and year-to-date totals
- Itemized income and expenditure reports
- Payroll Breakdown
- Sales Tax Reports
- All Submitted Tax Forms and Paperwork (Not Limited to List Below)
  - Tax Remittance to the Oklahoma Tax Commission
  - Federal and State Tax Returns
- Proof of 501 (c) (3) Status or proof of submitted application for non-profit status
- Updated Association Owed Equipment and Property List
  - Highlight the New Equipment and Property Purchases for the Last Fiscal Year
- Total Numbers of:
  - League Teams or Individuals
    - Number of Moore Citizen Players
    - Number of Scholarship Recipients and what type of scholarships were received
    - Number of Games played per team
  - Total Number of Tournaments held and dates
    - Number of Tournament Players and/ or Teams per tournament

Any remittance fees received from any sanctioning organization must be deposited into the Association's bank

## 7. FINANCIAL PENALTIES

A financial penalty of one hundred dollars (\$100) per day may be imposed for:

- Failure to provide a list of coaches with confirmed cleared background checks, number of scholarships rewarded to players, number of teams and players for each age division,

and league and tournament schedules within fifteen (15) days prior to the first scheduled league game:

- Failure to provide Quarterly Reports, Annual Report or Year-to-Date review documents to the City after the due date.
- Failure to provide proof of insurance, board member list and contact information, and lease payment within fifteen (15) days of the Association signing the Agreement

Any requests for an extension for the submission of required paperwork or lease payment must be made in writing to the Department or Designee before the date at which said material would be considered late. Any request made after the noted late period may result in a financial penalty.

## **8. ADVERTISEMENT**

All fundraising, donations, sponsorships or advertisements on City land must be approved by the City Manager and the Department Director or his/her designee prior to the donation, sponsorship or advertisement being posted. Examples: Popcorn or snow cone truck, t-shirt vendor, company/organization support tarps for fences, etc.

## **9. SERVICES REVIEW**

The Association agrees that sixty (60) days prior to the first scheduled event the Association will submit to the Department Director all programs being offered, rules, by-laws, regulations, projected tournament and league dates, board member, coaches, regular membership meeting dates and fees for team and individual participation in the Association's programming.

It is understood by the Association that any change in the programs being offered, rules, by-laws, regulations or fees for team and individual participation in the Association's program shall be submitted to the Department Director for review and written approval before the change is implemented by the Association.

## **10. INDEMNIFICATION**

The Association hereby agrees to release, to defend, to indemnify and to hold harmless the City and the Trust and their officers, agents and employees from and against any and all loss of or damage to property or injuries to, or death of, any person or persons, including, without limitation, property and officers, employees or agents of the City and the Trust; and the



Association shall defend, indemnify and hold harmless the City and the Trust, their officers, agents and employees, from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Workers' Compensation claims, of or by anyone whomever, in any way resulting from, or arising out of directly or indirectly, the Association's operations under or in connection with this Agreement, or the Association's use and occupancy of any portion of the permitted premises and including, without limitation, acts and omissions of the Association's managers, officers, employees, representatives, suppliers, invitees, members, participants, spectators, guests, contractors or agents. The minimum insurance requirements prescribed below shall not be deemed to limit or define the obligation of the Association herein;

The Association agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees of the Association or otherwise, and to all property, arising out of, resulting from or in any manner connected with use of the permitted premises. The Association agrees to indemnify and hold harmless the City and the Trust, its agents and employees from all such claims including and without limiting the generality of the foregoing, claims for which the City, or the Trust, may be, or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this Agreement, and the Association further agrees to obtain, maintain and pay for such general liability insurance coverage and will insure the provisions of this Agreement.

## **11. INSURANCE**

The Association shall carry public liability insurance with responsible insurance underwriters acceptable to Moore insuring the City, the Trust and the Association against all legal liability for loss or damage to property and injuries to person caused by the Association's use, supervision, operation and occupancy of the demised premises or caused by any of the Association's activities, acts, omissions and operations on said premises, or otherwise caused by the Association, its managers, agents, employees, guests, members, invitees, participants, and spectators, with liability limits of not less than those established in the Governmental Tort Claims Act, 51 Okla. Stat.151 et. Seq. and any amendment or supplement thereto, provided however, in no event shall the liability limits be less than \$25,000.00 to any claimant for any number of claims for damage to or destruction of property, including consequential damage

arising out of a single accident or occurrence; and not less than \$100,000.00 to any claimant for all claims arising out of a single accident or occurrence; and not less than \$1,000,000.00 for any number of claims arising out of a single accident or occurrence. The Association shall also carry Workmen's Compensation Insurance of adequate Employee's Liability Insurance to the extent and in the manner required by the statutes of the State of Oklahoma. The Association shall furnish the Department with a certificate of such insurance which shall provide that the City and the Trust are additional insured under said policy or policies, and that said policy or policies cannot be canceled or materially modified except upon thirty days advance written notice received by the City and the Trust. Provided, however, any modification or termination shall not excuse or release any entity from its obligations hereunder. Any cancellation of insurance may result in immediate termination of this Agreement.

## **12. SAFETY RULES**

The Association agrees to follow the health and safety regulations listed below:

1. All Oklahoma Health Department health and safety regulations including but not limited to Food Handling Certification requirements for all persons entering the Concession areas
2. Successfully passing an annual health inspection of the concession physical property and equipment
3. Oklahoma No Smoking and/or Tobacco Regulations
4. No pets allowed within fenced designated areas

All Associations are required to use the APP Perry Weather provided by the city. This system is for monitoring weather conditions and lightning detection within a ten-mile radius of all sports activities at Buck Thomas Park. No other system will be approved to be used for weather monitoring.

All Associations are required to assign at least one person, that is present at the site, with the responsibility of monitoring weather conditions, and if necessary, evacuating the park.

All hazards, injuries, acts of unsportsmanlike conduct, vandalism, and any other unusual occurrences shall be reported in writing to the Department within one business day of their

occurrence. A business day is defined as any day City Hall is open for the transaction of the City's business.

### **13. MAINTENANCE**

The Association agrees to maintain all real and personal property and all fixtures and improvements to real property used by it, its members, its guests, invitees, and/or its patrons in a safe, clean and orderly manner and shall remove all debris of every kind deposited upon said property by the Association, its members, its guests, invitees, and/or its patrons, at its own expense. The Association further agrees that under this Agreement, the permitted premises shall be clean and orderly upon the expiration, termination or cancellation of this Agreement, for whatever reason it may expire, be terminated or canceled. If lights are to be on outside of the normal game times or tournaments, the Association must obtain prior written approval from the Department Director or his/her designee. The Association will also not allow the use of fences or backstops for the purpose of practices and/or exercises. The Association will not allow or permit the use or operation of any device designed for sound production, amplification or reproduction, including, but not limited to, any radio, musical instrument, phonograph equipment, electronic audio equipment, television set, tape recorder, loud speaker, or other similar device with the measurement above sixty-five decibels (65 DB) measured at the boundary of any City owned park so as to be plainly audible within any dwelling unit which is not the source of the sound. The City agrees to perform the following regularly scheduled maintenance duties:

1. Empty trash containers that have been placed in designated areas as needed Monday-Friday.
2. Additional maintenance duties not specifically mentioned in this Agreement may be performed by the City and/or Association based upon need, cost, and available labor, as determined by the City.
3. Work orders from the Association must be submitted to the Moore Parks and Facilities Manager at 405-676-9201 or email [parks@cityofmoore.com](mailto:parks@cityofmoore.com) by or before each Wednesday at noon for the City to be able to perform the task that week. If the work order is turned in the afternoon on Wednesday, it may not be completed until the following week.

4. Cleaning of restrooms, concession/office areas, collection and disposal of trash into provided dumpsters, stocking of toiletries and mowing of the fields, spectator areas and warm-up areas will be the responsibility of the Association.
5. The Association is subject to a \$250 fine for an unused field being lit or a violation of the noise/sound production prohibition. A lit unused field can be reported by the Police Department, Parks and Recreation Department or supervisory personnel.
6. The City and the Department reserve the right to inspect the premises at any time.

The City shall provide at minimum two (2) working keys/codes or automatic door openers for locks used on the permanent structures to the Association. The Association will turn in a winter project list to the Department Director due November 1<sup>st</sup> of each year. The Association shall not change locks or automatic door openers on any permanent structure without prior approval of the Department Director. If the City or the Trust determine that an unsafe condition exists, they shall notify the Association. The Association shall have ten (10) business days to correct. If not corrected, the City or Trust shall perform the repair at the expense of the Association. All City or Trust keys shall be turned in at the end of the Agreement term.

#### **14. COMPLIANCE**

The Association agrees to observe and comply with any and all requirements of the City and of the Trust and with all Federal, State or Local statutes, ordinances, regulations and standard rules applicable to use of the permitted premises, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Parks and Recreation Department of Moore and the City. The Association agrees if Moore resident wants to play and needs to be placed on a team, the Association will ensure that said player will be given every opportunity to play.

The Association agrees to strictly comply with the Background Check Policy attached hereto of the Moore Parks and Recreation Department, which may be amended by the City or the Trust from time to time as necessary.

The Association agrees to require and enforce the attached Parent and Coaches Ethics and Behavior Policy as approved by the Moore City Council. Coaches are required to maintain in

their possession a copy of an executed policy for each player as well as each active coach during league play.

The Association must make available scholarships to approved participants who qualify through the Moore Public School's Free or Reduced Lunch Program. The Association must submit in writing to the Department Director if there are any changes are made to their Scholarship Program. Under no circumstances will a resident of Moore be denied the opportunity for a scholarship if they meet the requirements of the Moore Public School's Free or Reduced Lunch Program or any scholarship program available through the Association.

## **15. CONSTRUCTION AND IMPROVEMENTS**

The Association agrees that no construction, improvement, or modification of any nature shall be undertaken by the Association upon the permitted premise under this Agreement, unless the Association has submitted detailed written plans of the proposed improvement and obtained the prior written consent of the Department Director or his/her designee. It is further agreed that any construction, improvement or modification of any nature undertaken by the Association shall comply with the Americans with Disabilities Act of 1990. All improvement shall become the exclusive property of the City upon expiration, termination or cancellation of this Agreement and shall not be subject to any lien, mortgage or financial encumbrance.

Construction, improvement, or modification shall be defined as, but not limited to, the erection of buildings and/or major renovation of any existing structure, installation of fencing, paving, earth moving or dirt work requiring machines, additional lighting fixtures, extension of utility lines and all other action that would not be considered as maintenance.

## **16. WATER**

The Association agrees to abide by any conservation or water emergency directive issued by the City Manager.

## **17. NON-EXCLUSIVE USE**

All parties hereto agree that the permitted premises described in this Agreement is public property and not for the exclusive use of any person or persons. The Department shall have the right to permit the use of the permitted premises at any time the permitted premises are not

scheduled for Association use. In such cases, the Association will not be held liable nor responsible for any and all actions and activities or the results thereof by the party the Department permitted during a specified time period.

## **18. NOTICE**

Notices or other communications to the City and the Trust pursuant to the provisions of this Agreement shall be sufficient if mailed, postage paid, and addressed to the City:

**Moore City Manager  
301 N. Broadway  
Moore, Oklahoma 73160**

**Moore Parks and Recreation Department  
700 S. Broadway  
Moore, Oklahoma 73160**

Notices of other communications to the Association pursuant to the provisions of this Agreement shall be sufficient if mailed, postage paid, addressed to the Association or such person or address as may be subsequently set forth.

**Moore Table Tennis Association/Essential Table Tennis Club  
1106 SE 59<sup>th</sup> St  
Oklahoma City, OK 73129**

## **19. REMOVAL OF PERSONAL PROPERTY**

Each year, the Association shall provide an updated list of personal property at the permitted premises at the time of the submission of the Annual Report. In the event this Agreement is canceled or terminated, for any reason, the City Manager shall provide the Association a list of all property that shall be removed from the permitted premises by the Association. The Association shall within thirty (30) days after cancellation or termination of this Agreement, remove said property without damaging any property belonging to the City or the Trust.

## **20. MEMBERSHIP NONDISCRIMINATION**

The Association agrees that it will not deny membership or participation to any person on the basis of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2).

**21. EMPLOYMENT NONDISCRIMINATION**

The Association agrees not to discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2).

The Association shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising lay-off or termination and selection for training, including apprenticeship. The Association, or any assignee, hereby agrees to post, in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Agreement.

**22. FACILITIES NONDISCRIMINATION**

The Association agrees not to discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2), in furnishing or refusing to furnish to such a person or persons the use of the permitted premises under this Agreement.

**23. NO ASSIGNMENT**

This Agreement shall not be assigned by the Association without the written permission of the City and Trust.

**24. AGREEMENT CONSTRUED AS WHOLE**

The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for, or against, either the Association, the City or the Trust.

**25. COMPLETE AGREEMENT**

This is the complete Agreement between the parties and no additions, alterations, or changes in this Agreement shall be effective unless reduced to writing and signed by all parties hereto.

**26. EXECUTION**

This instrument may be executed in multiple counterparts, each of which shall be deemed on original.

**27. EFFECTIVE**

This Agreement shall be effective upon the signature and approval of all parties.

**28. RELOCATION**

The City and the Trust reserve the right to relocate the Association and to move the permitted premises to another location provided, however, that it is adequately and equally equipped for Association play. All costs associated with the relocation shall be borne by the Association. The Association agrees to relocate within the earliest practical time upon receipt of the notice; however, the Association must vacate the permitted premises within one year of written notice pursuant to a determination by the City and the Trust that the premises are needed for another purpose.

**29. ENVIRONMENTAL**

The Association hereby covenants not to permit or introduce any chemical substance or hazardous material to be brought upon, kept or used in or about the permitted premises by the association, its agents, employees, contractors, or invitees without prior written consent of the City and the Trust which the City and the Trust shall not unreasonably withhold as long as the Association demonstrates to the City and the Trust reasonable satisfaction that such chemical substance and hazardous material is necessary or useful to the Association's operation hereunder and will be used or kept and stored in a manner that complies with all laws regulating any such chemical substance and hazardous material so brought upon or used or kept in or about the permitted premises. If the Association breaches the obligations stated in the preceding sentence, or if the presence of the chemical substance or hazardous material on the permitted premises



caused or permitted by the Association results in contamination or contamination of the water supply of the City, or if contamination of the permitted premises by the chemical substance or hazardous material otherwise occurs for which the Association is legally liable to the City or the Trust for damage resulting therefrom, the Association shall indemnify, defend and hold the City, the Trust, and its officers, agents and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including without limitation, diminution in value of the permitted premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the permitted premises damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the term of this Agreement hereof as a result of such contamination. This indemnification of the City and the Trust by the Association includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, required by a Federal, State or Local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the permitted premises or the water supply of the City. Without limiting the foregoing, if the presence of any chemical substance or hazardous material on the permitted premises caused or permitted by the Association results in any contamination of the permitted premises or the water supply of the City, the Association shall promptly take all actions at its sole expense as are necessary to return the permitted premises and or the water supply of the City to the condition existing prior to the introduction of any such chemical substance or hazardous material to the permitted premises; provided that the City Manager's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long term or short term effect on the permitted premises. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

As used herein, the term "chemical substance" means a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed in the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and

amendments hereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

The City and/or the Trust and its agents shall have the right, but not the duty, to inspect the permitted premises at any time to determine whether Association is complying with the terms of this Agreement. If the Association is not in compliance with the Agreement, the City or the Trust shall have the right to immediately enter upon the permitted premises to remedy any contamination caused by Association's failure to comply at the Association's expense and this Agreement shall terminate immediately without notice, notwithstanding any other provisions of this Agreement. The City and or the Trust shall use its best efforts to minimize interference with the Association's business but shall not be liable for any interference caused thereby.

### **30. CONCESSIONS**

Any and all concessions, without exception, shall be operated by the Association with all profits going back to the Association. Any subcontractor must be approved by the City. All employee records, sales receipts, profit/loss statements, sales tax withholding reports, etc. are to be kept by the Association and available for the City and/or the Trust and the Department Director or assignee to review upon written request to do so. All activities within the concessions, including all subcontracting activities, are to be compliant with any and all city, state and federal laws and guidelines.

### **31. FORCE MAJURE**

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: Acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

**32. LAWS**

This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Cleveland County, Oklahoma.

**IN WITNESS WHEREOF**, this Agreement was approved by the Trust this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Moore Table Tennis Association

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Association President

Association Designee

**IN WITNESS WHEREOF**, this Agreement was approved by the City of Moore this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF MOORE

\_\_\_\_\_  
Brooks Mitchell, CITY MANAGER

PARKS & RECREATION DEPARTMENT

\_\_\_\_\_  
Sue Wood, DIRECTOR

Attest:

\_\_\_\_\_  
Vanessa Kemp, CITY CLERK

Approved as to form and legality the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Brian Miller, CITY ATTORNEY

# City of Moore

## Moore Youth Baseball Agreement

This Agreement, made and entered into as of the date, hereinafter set forth, by and between the City of Moore, a municipal corporation (hereinafter also referred to as the “City”); the Moore Public Works Authority, a public trust (hereinafter also referred to as the “Trust”), the Moore Parks and Recreation Department (hereinafter also referred to as “Department”) and the Moore Youth Baseball Association (hereinafter also referred to as the “Association”).

### Witnesseth:

**Whereas,** The City owns certain real properties operated as public parks; and,

**Whereas,** The City and the Trust recognize that this property may be used for certain recreational purposes, when properly regulated, for the further benefit of the health, safety, and welfare of the residents of Moore without jeopardizing their usefulness; and

**Whereas,** the Association is organized primarily for the purpose of promoting the sport of Baseball in the City of Moore; and

**Now, therefore,** in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

### 1. PERMIT

The City and the Trust hereby permit the Association to utilize certain properties known as the Buck Thomas Baseball Fields from the date upon Council approval until December 31, 2025, for the purpose of providing facilities, baseball equipment, and programming of recreational baseball activities in Moore, hereinafter referred to as the “Permitted Premises.” Buck Thomas park amenities are unavailable for use July 2-6, 2025; and September 11-13, 2025.

### 2. TERM

The term of this Agreement begins on the date of execution of this Agreement by the City until December 31, 2025. The City Manager or his/her designee is hereby authorized by the City and the Trust to renew this Agreement as provided herein upon written request by the Association. However, this Agreement shall be terminable by the City or the Trust upon thirty

(30) days written notice to the Association for just cause; or immediately upon determination by a court of competent jurisdiction that a public ouster exists.

### **3. CONSIDERATION**

The Association will be responsible for a total payment of \$6,400 to the City for league and tournament play. A full payment of \$6,400 is due by April 1, 2025. Any monies that are not paid by the dates given can result in immediate termination of this Agreement. Fees are subject to renegotiation at the end of the one-year lease agreement. The Association must obtain, hold, and provide 501(c) (3) (Non-Profit) status by May 1, 2025, or provide documentation that the Association is in the process of obtaining non-profit status. The Association will have six (6) months from signing the Agreement to reach non-profit status. The Association agrees to provide recreational baseball activities for the Moore Public School District, the City of Moore youth, and youth outside the MPSD if space allows with approval from the Department Director.

### **4. FACILITY/PARK IMPROVEMENT ACCOUNT**

The payment made to the City and the Trust will be dedicated for repairs or improvements for designated facilities. A capital improvement project is considered \$10,000 or more in which the City and the Association will discuss facility/park improvement projects. The Association will pay for twenty-five percent (25%) and the City will pay for seventy-five percent (75%) of these improvements. The City shall have all final decisions for any facility/park projects. Annual Capital Improvements Requests for the next fiscal year are due by December 15th each year.

### **5. BOOKKEEPING**

The Association and the City agree that the Association will perform monthly bookkeeping. The bookkeeper must submit their qualification and be approved by the Department. The treasurer and/or bookkeeper must submit their Name, Qualifications, and Phone Number to the Department before the Agreement signing. The Association will be responsible for all sales tax payments/issues and all payroll and contract labor deposit and reporting requirements. The Financial Statements shall conform to published accounting standards.

All financial documents, records, remittance payments and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit with thirty (30) days' notice given that such review or audit will occur. An annual presentation to the Parks

Board that reviews the current year will be scheduled in November. Failure by the Association to submit financial records or any other paperwork required in this agreement to the City and/or failure by the Association to respond to a request for records from the City within fifteen (15) days of the request shall constitute a material breach of the contract and may result in termination of the Agreement or a financial penalty of one hundred dollars (\$100) per day may be imposed after the 15<sup>th</sup> day.

## **6. QUARTERLY & ANNUAL FINANCIAL REPORTS**

The Association shall provide a quarterly written report to the Department no later than January 25, April 25, July 25 and October 25. A Year-to-Date Review shall be provided to the Department no later than October 25th. The Year-to-Date Review documents must include all items listed under Annual Report. Year-to-Date Review documents include all information up to October 1. The City may appoint an independent certified public accountant to audit, examine and report to the Department Director upon the books and records of the Association detailing the Association's revenues, expenses and disbursement for that year. The Association will pay for these costs. The Association, upon request, must provide documentation that they are in compliance with Oklahoma Sales Tax Laws. Delinquent taxes may result in termination of the Agreement and/or financial penalties as outlined below. Failure by the Association to submit financial records to the City shall constitute a material breach of the contract and may result in financial penalty or even termination of this Agreement.

Reports shall include:

Quarterly Report must have the following:

- Monthly Bank Statements
- Quarterly Profit and Loss Report that shows month-to-date and year-to-date totals
- Sales Tax Reports
- 1099s and W-2s are due with the April quarterly report

Annual Report must be submitted by January 25 and will include:

- Annual Profit and Loss Report that shows quarter-to-date and year-to-date totals
- Itemized income and expenditure reports
- Payroll Breakdown

- Sales Tax Reports
- All Submitted Tax Forms and Paperwork (Not Limited to List Below)
  - Tax Remittance to the Oklahoma Tax Commission
  - Federal and State Tax Returns
- Proof of 501(c)(3) Status or proof of submitted application for non-profit status
- Updated Association Owed Equipment and Property List
  - Highlight the New Equipment and Property Purchases for the Last Fiscal Year
- Total Numbers of:
  - League Teams
    - Number of Moore Citizen Players
    - Number of Scholarship Recipients and what type of scholarships were received
    - Number of Games played per team
  - Total Number of Tournaments held and dates
    - Number of Tournament Teams per tournament

Any remittance fees received from USSSA or any other sanctioning organization must be deposited into the Association's bank.

## **7. FINANCIAL PENALTIES**

A financial penalty of one hundred dollars (\$100) per day may be imposed for:

- Failure to provide a list of coaches with confirmed cleared background checks, number of scholarships rewarded to players, number of teams and players for each age division, and league and tournament schedules within fifteen (15) days prior to the first scheduled league game:
- Failure to provide Quarterly reports, Annual Report or Year-to-Date review documents to the City after the due date.
- Failure to provide proof of insurance, board member list and contact information within fifteen (15) days of the Association signing the Lease Agreement. Any requests for

extension for the submission of required paperwork or lease payment must be made in writing to the Department or Designee before the date at which said material would be considered late. Any request made after the noted late period may result in a financial penalty.

## **8. ADVERTISEMENT**

All fundraising, donations, sponsorships, or advertisements on City land must be approved by the City Manager and the Department Director or his/her designee prior to the donation, sponsorship, or advertisement being posted. Examples: Popcorn or snow cone truck, t-shirt vendor, company/organization support tarps for fences, etc.

## **9. SERVICES REVIEW**

The Association agrees that sixty (60) days prior to the first scheduled event the Association will submit to the Department Director all programs being offered, rules, by-laws, regulations, projected tournaments, board members, regular membership meeting dates and fees per team and individual participation in Association's programming. All league dates and list of coaches need to be submitted to the Department Director or designee seven (7) days prior the start of each league.

It is understood by the Association that any change in the programs being offered, rules, by-laws, regulations, or fees for team and individual participation in the Association's program shall be submitted to the Department Director for review and written approval before the change is implemented by the Association.

## **10. INDEMNIFICATION**

The Association hereby agrees to release, to defend, to indemnify and to hold harmless the City and the Trust and their officers, agents and employees from and against any and all loss of or damage to property or injuries to, or death of, any person or persons, including, without limitation, property and officers, employees or agents of the City and the Trust; and the Association shall defend, indemnify and hold harmless the City and the Trust, their officers, agents and employees, from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Workers'



Compensation claims, of or by anyone whomever, in any way resulting from, or arising out of directly or indirectly, the Association's operations under or in connection with this Agreement, or the Association's use and occupancy of any portion of the permitted premises and including, without limitation, acts and omissions of Association's managers, officers, employees, representatives, suppliers, invitees, members, participants, spectators, guests, contractors or agents. The minimum insurance requirements prescribed below shall not be deemed to limit or define the obligation of the Association herein;

The Association agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees of Association or otherwise, and to all property, arising out of, resulting from or in any manner connected with use of the permitted premises. The Association agrees to indemnify and hold harmless the City and the Trust, its agents and employees from all such claims including and without limiting the generality of the foregoing, claims for which the City, or the Trust, may be, or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and the Association further agrees to obtain, maintain and pay for such general liability insurance coverage and will insure the provisions of this agreement.

## **11. INSURANCE**

The Association shall carry public liability insurance with responsible insurance underwriters acceptable to Moore insuring the City, the Trust and the Association against all legal liability for loss or damage to property and injuries to person caused by the Association's use, supervision, operation and occupancy of the demised premises or caused by any Association's activities, acts, omissions and operations on said premises, or otherwise caused by the Association, its managers, agents, employees, guests, members, invitees, participants, and spectators, with liability limits of not less than those established in the Governmental Tort Claims Act, 51 Okla. Stat.151 et. Seq. and any amendment or supplement thereto, provided however, in no event shall the liability limits be less than \$25,000.00 to any claimant for any number of claims for damage to or destruction of property, including consequential damage arising out of a single accident or occurrence; and not less than \$100,000.00 to any claimant for all claims arising out of a single accident or occurrence; and not less than \$1,000,000.00 for any number of claims arising out of a single accident or occurrence. The Association shall also carry

Workmen's Compensation Insurance of adequate Employee's Liability Insurance to the extent and in the manner required by the statutes of the State of Oklahoma. The Association shall furnish the Department with a certificate of such insurance which shall provide that the City and the Trust are additional insured under said policy or policies, and that said policy or policies cannot be canceled or materially modified except upon thirty days advance written notice received by the City and the Trust. Provided, however, any modification or termination shall not excuse or release any entity from its obligations hereunder. Any cancellation of insurance may result in immediate termination of this agreement.

## **12. SAFETY RULES**

The Association agrees to follow the health and safety regulations listed below:

1. All Oklahoma Health Department health and safety regulations including but not limited to Food Handling Certification requirements for all persons entering the Concession areas
2. Successfully passing an annual health inspection of the concession physical property and equipment
3. Oklahoma No Smoking and/or Tobacco Regulations
4. No pets allowed within fenced designated areas

All Associations are required to use the APP Perry Weather provided by the city. This system is for monitoring weather conditions and lightning detection within a ten-mile radius of all sports activities at Buck Thomas Park. No other system will be approved to be used for weather monitoring.

All Associations are required to assign at least one person, that is present at the site, with the responsibility of monitoring weather conditions, and if necessary, evacuating the park.

ALL hazards, injuries, acts of unsportsmanlike conduct, vandalism, and any other unusual occurrences shall be reported in writing to the Department within one business day of their occurrence. A business day is defined as any day City Hall is open for the transaction of the City's business.

All Associations are required to have an automated external defibrillator (AED) on-site during competitions. Additionally, all staff members must be trained in the proper use of this life-saving device.

### **13. MAINTENANCE**

The Association agrees to maintain all real and personal property and all fixtures and improvements to real property used by it, its members, its guests, invitees, and/or its patrons in a safe, clean and orderly manner and shall remove all debris of every kind deposited upon said property by the Association, its members, its guests, invitees, and/or its patrons, at its own expense. The Association further agrees that under this Agreement, the permitted premises shall be clean and orderly upon the expiration, termination or cancellation of this Agreement, for whatever reason it may expire, be terminated or canceled. If lights are to be on outside of the normal game times or tournaments, the Association must obtain prior written approval from the Department Director or his/her designee. The Association will also not allow the use of fences or backstops for the purpose of practices and/or exercises. The Association will not allow or permit the use or operation of any device designed for sound production, amplification or reproduction, including, but not limited to, any radio, musical instrument, phonograph equipment, electronic audio equipment, television set, tape recorder, loud speaker, or other similar device with the measurement above sixty-five decibels (65 DB) measured at the boundary of any City owned park so as to be plainly audible within any dwelling unit which is not the source of the sound. The City agrees to perform the following regularly scheduled maintenance duties:

1. Empty trash containers that have been placed in designated areas as needed Monday-Friday.
2. Additional maintenance duties not specifically mentioned in this agreement may be performed by the City and/or Association based upon need, cost, and available labor, as determined by the City.
3. Work orders from the Association must be submitted to the Moore Parks and Facilities Manager at 405-676-9201 or email [parks@cityofmoore.com](mailto:parks@cityofmoore.com) by or before each Wednesday at noon for the City to be able to perform the task that week. If the

work order is turned in the afternoon on Wednesday, it may not be completed until the following week.

4. Cleaning of restrooms, concession/office areas, collection and disposal of trash into provided dumpsters, stocking of toiletries and mowing of the fields, spectator areas and warm-up areas will be the responsibility of the Association.
5. The Association is subject to a \$250 fine for an unused field being lit or a violation of the noise/sound production prohibition. A lit unused field can be reported by the Police Department, Parks and Recreation Department or supervisory personnel.
6. The City and the Department reserve the right to inspect the premises at any time.

The City shall provide at minimum two (2) working keys/codes or automatic door openers for locks used on the permanent structures to the Association. The Association will turn in a winter project list to the Department Director due November 1<sup>st</sup> of each year. The Association shall not change locks or automatic door openers on any permanent structure without prior approval of the Department Director. If the City or the Trust determine that an unsafe condition exists, they shall notify the Association. The Association shall have ten (10) business days to correct. If not corrected, the City or Trust shall perform the repair at the expense of the Association. All City or Trust keys shall be turned in at the end of the agreement term.

#### **14. COMPLIANCE**

The Association agrees to observe and comply with any and all requirements of the City and of the Trust and with all Federal, State or Local statutes, ordinances, regulations and standard rules applicable to use of the permitted premises, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Parks and Recreation Department of Moore and the City. The Association agrees if Moore resident wants to play and needs to be placed on a team, the Association will ensure that said player will be given every opportunity to play.

The Association agrees to strictly comply with the Background Check Policy attached hereto of the Moore Parks and Recreation Department, which may be amended by the City or the Trust from time to time as necessary.

The Association agrees to require and enforce the attached Parent and Coaches Ethics and Behavior Policy as approved by the Moore City Council. Coaches are required to maintain in their possession a copy of an executed policy for each player as well as each active coach during league play.

The Association must make available scholarships to approved participants who qualify through the Moore Public School's Free or Reduced Lunch Program. The Association must submit in writing to the Department Director if there are any changes made to their Scholarship Program. Under no circumstances will a resident of Moore be denied the opportunity for a scholarship if they meet the requirements of the Moore Public School's Free or Reduced Lunch Program or any scholarship program available through the Association.

## **15. CONSTRUCTION AND IMPROVEMENTS**

The Association agrees that no construction, improvement, or modification of any nature shall be undertaken by the Association upon the permitted premise under this Agreement, unless the Association has submitted detailed written plans of the proposed improvement and obtained the prior written consent of the Department Director or his/her designee. It is further agreed that any construction, improvement or modification of any nature undertaken by the Association shall comply with the Americans with Disabilities Act of 1990. All improvement shall become the exclusive property of the City upon expiration, termination or cancellation of this Agreement and shall not be subject to any lien, mortgage or financial encumbrance.

Construction, improvement, or modification shall be defined as, but not limited to, the erection of buildings and/or major renovation of any existing structure, installation of fencing, paving, earth moving or dirt work requiring machines, additional lighting fixtures, extension of utility lines and all other action that would not be considered as maintenance.

## **16. WATER**

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## **17. NON-EXCLUSIVE USE**

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**Moore Youth Baseball Association  
2509 NE 16<sup>th</sup> St  
Moore, OK 73160**

## **19. REMOVAL OF PERSONAL PROPERTY**

Each year, the Association shall provide an updated list of personal property at the permitted premises at the time of the submission of the Annual Report. In the event this Agreement is canceled or terminated, for any reason, the City Manager shall provide the Association a list of all property that shall be removed from the permitted premises by the Association. The Association shall within thirty (30) days after cancellation or termination of this Agreement, remove said property without damaging any property belonging to the City or the Trust.

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This Agreement shall not be assigned by the Association without the written permission of the City and Trust.

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This Agreement shall be effective upon the signature and approval of all parties.

**28. RELOCATION**

The City and the Trust reserve the right to relocate the Association and to move the permitted premises to another location provided; however, that it is adequately and equally equipped for Association play. All costs associated with the relocation shall be borne by the Association. The Association agrees to relocate within the earliest practical time upon receipt of the notice; however, the Association must vacate the permitted premises within one year of written notice pursuant to a determination by the City and the Trust that the premises are needed for another purpose.

**29. ENVIRONMENTAL**

The Association hereby covenants not to permit or introduce any chemical substance or hazardous material to be brought upon, kept or used in or about the permitted premises by the association, its agents, employees, contractors, or invitees without prior written consent of the City and the Trust which the City and the Trust shall not unreasonably withhold as long as the Association demonstrates to the City and the Trust reasonable satisfaction that such chemical substance and hazardous material is necessary or useful to the Association's operation hereunder and will be used or kept and stored in a manner that complies with all laws regulating any such chemical substance and hazardous material so brought upon or used or kept in or about the permitted premises. If the Association breaches the obligations stated in the preceding sentence, or if the presence of the chemical substance or hazardous material on the permitted premises caused or permitted by the Association results in contamination or contamination of the water



supply of the City, or if contamination of the permitted premises by the chemical substance or hazardous material otherwise occurs for which the Association is legally liable to the City or the Trust for damage resulting therefrom, the Association shall indemnify, defend and hold the City, the Trust, and its officers, agents and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including without limitation, diminution in value of the permitted premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the permitted premises damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the term of this Agreement hereof as a result of such contamination. This indemnification of the City and the Trust by the Association includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, required by a Federal, State or Local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the permitted premises or the water supply of the City. Without limiting the foregoing, if the presence of any chemical substance or hazardous material on the permitted premises caused or permitted by the Association results in any contamination of the permitted premises or the water supply of the City, the Association shall promptly take all actions at its sole expense as are necessary to return the permitted premises and or the water supply of the City to the condition existing prior to the introduction of any such chemical substance or hazardous material to the permitted premises; provided that the City Manager's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long term or short term effect on the permitted premises. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

As used herein, the term "chemical substance" means a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed in the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments hereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

The City and/or the Trust and its agents shall have the right, but not the duty, to inspect the permitted premises at any time to determine whether the Association is complying with the terms of this Agreement. If the Association is not in compliance with the Agreement, the City or the Trust shall have the right to immediately enter upon the permitted premises to remedy any contamination caused by Association's failure to comply at the Association's expense and this Agreement shall terminate immediately without notice, notwithstanding any other provisions of this Agreement. The City and or the Trust shall use its best efforts to minimize interference with the Association's business but shall not be liable for any interference caused thereby.

### **30. CONCESSIONS**

Any and all concessions, without exception, shall be operated by the Association with all profits going back to the Association. Any subcontractor must be approved by the City. All employee records, sales receipts, profit/loss statements, sales tax withholding reports, etc. are to be kept by the Association and available for the City and/or the Trust and the Department Director or assignee to review upon written request to do so. All activities within the concessions, including all subcontracting activities, are to be compliant with any and all city, state and federal laws and guidelines.

### **31. FORCE MAJURE**

Neither party will be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes, to the extent beyond its reasonable control: Acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

### **32. LAWS**

This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Cleveland County, Oklahoma.

**IN WITNESS WHEREOF**, this Agreement was approved by the Trust this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Association Moore Youth Baseball Association

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Association President

Association Treasurer

**IN WITNESS WHEREOF**, this Agreement was approved by the City of Moore this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF MOORE

\_\_\_\_\_

Brooks Mitchell, CITY MANAGER

PARKS & RECREATION DEPARTMENT

\_\_\_\_\_

Sue Wood, DIRECTOR

Attest:

\_\_\_\_\_

Vanessa Kemp, CITY CLERK

Approved as to form and legality the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Brian Miller, CITY ATTORNEY

**City of Moore**  
**Moore Youth Soccer Agreement**

This Agreement, made and entered into as of the date, hereinafter set forth, by and between the City of Moore, a municipal corporation (hereinafter also referred to as the “City”); the Moore Public Works Authority, a public trust (hereinafter also referred to as the “Trust”), the Moore Parks and Recreation Department (hereinafter also referred to as “Department”) and the Moore Youth Soccer Association/Nutmeg (hereinafter also referred to as the “Association”).

**Witnesseth:**

**Whereas,** The City owns certain real property operated as public parks; and,

**Whereas,** The City and the Trust recognize that this property may be used for certain recreational purposes, when properly regulated, for the further benefit of the health, safety, and welfare of the residents of Moore without jeopardizing their usefulness; and

**Whereas,** the Association is organized primarily for the purpose of promoting the sport of Soccer in the City of Moore; and

**Now, therefore,** in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

**1. PERMIT**

The City and the Trust hereby permit the Association to utilize certain properties known as the Buck Thomas Soccer Fields and Quail Ridge Park’s designated areas from the date upon Council approval until December 31, 2025, for the purpose of providing facilities, soccer equipment, and programming of recreational soccer activities in Moore, hereinafter referred to as the “Permitted Premises.” Buck Thomas Park amenities are unavailable for use July 2-6, 2025; and September 11-13, 2025.

**2. TERM**

The term of this Agreement begins on the date of execution of this Agreement by the City until December 31, 2025. The City Manager or his/her designee is hereby authorized by the City and the Trust to renew this Agreement as provided herein upon written request by the

Association. However, this Agreement shall be terminable by the City or the Trust upon thirty (30) days written notice to the Association for just cause; or immediately upon determination by a court of competent jurisdiction that a public ouster exists.

### **3. CONSIDERATION**

The Association will be responsible for a total payment of \$4,000 to the City for league and tournament play. A full payment of \$4,000 is due within fifteen (15) days of the Association signing the lease agreement. Any monies that are not paid by the dates given can result in immediate termination of this Agreement. Fees are subject to renegotiation at the end of the one-year lease agreement. The Association must obtain, hold, and provide 501(c) (3) (Non-Profit) status by May 1, 2025, or provide documentation that the Association is in the process of obtaining non-profit status. The Association will have six (6) months from signing the Agreement to reach non-profit status. The Association agrees to provide recreational soccer/activities for the Moore Public School District, the City of Moore youth, and youth outside the MPSD if space allows with approval from the Department Director.

### **4. FACILITY/PARK IMPROVEMENT ACCOUNT**

The payments made to the City and the Trust will be dedicated for repairs or improvements for designated facilities. A capital improvement project is considered \$10,000 or more in which the City and the Association will discuss facility/park improvement projects. The Association will pay for twenty-five percent (25%) and the City will pay for seventy-five percent (75%) of these improvements. The City shall have all final decisions for any facility/park projects. Annual Capital Improvements Requests for the next fiscal year are due by December 15th each year.

### **5. BOOKKEEPING**

The Association and the City agree that the Association will perform monthly bookkeeping. The bookkeeper must submit their qualification and be approved by the Department. The treasurer and/or bookkeeper must submit their Name, Qualifications, and Phone Number to the Department before the Agreement signing. The Association will be responsible for all sales tax payments/issues and all payroll and contract labor deposit and reporting requirements. The Financial Statements shall conform to published accounting standards.

All financial documents, records, remittance payments and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit with thirty (30) days' notice given that such review or audit will occur. An annual presentation to the Parks Board that reviews the current year will be scheduled in November. Failure by the Association to submit financial records or any other paperwork required in this agreement to the City and/or failure by the Association to respond to a request for records from the City within fifteen (15) days of the request shall constitute a material breach of the contract and may result in termination of the Agreement or a financial penalty of one hundred dollars (\$100) per day may be imposed after the fifteenth (15) day.

## **6. QUARTERLY & ANNUAL FINANCIAL REPORTS**

The Association shall provide a quarterly written report to the Department no later than January 25, April 25, July 25 and October 25. A Year-to-Date Review shall be provided to the Department no later than October 25th. The Year-to-Date Review documents must include all items listed under Annual Report. Year-to-Date Review documents include all information up to October 1. The City may appoint an independent certified public accountant to audit, examine and report to the Department Director upon the books and records of the Association detailing the Association's revenues, expenses and disbursement for that year. The Association will pay for these costs. The Association, upon request, must provide documentation that they are in compliance with Oklahoma Sales Tax Laws. Delinquent taxes may result in termination of the Agreement and/or financial penalties as outlined below. Failure by the Association to submit financial records to the City shall constitute a material breach of the contract and may result in financial penalty or even termination of this Agreement.

Reports shall include:

Quarterly Report must have the following:

- Monthly Bank Statements
- Quarterly Profit and Loss Report that shows month-to-date and year-to-date totals
- Sales Tax Reports
- 1099s and W-2s are due with the April quarterly report

Annual Report must be submitted by January 25 and will include:

- Annual Profit and Loss Report that shows quarter-to-date and year-to-date totals
- Itemized income and expenditure reports
- Payroll Breakdown
- Sales Tax Reports
- All Submitted Tax Forms and Paperwork (Not Limited to List Below)
  - Tax Remittance to the Oklahoma Tax Commission
  - Federal and State Tax Returns
- Proof of 501 (c) (3) Status or proof of submitted application for non-profit status
- Updated Association Owed Equipment and Property List
  - Highlight the New Equipment and Property Purchases for the Last Fiscal Year
- Total Numbers of:
  - League Teams
    - Number of Moore Citizen Players
    - Number of Scholarship Recipients and what type of scholarships were received
    - Number of Games played per team
  - Total Number of Tournaments held and dates
    - Number of Tournament Teams per tournament

Any remittance fees received from any sanctioning organization must be deposited into the Association's bank

## **7. FINANCIAL PENALTIES**

A financial penalty of one hundred dollars (\$100) per day may be imposed for:

- Failure to provide a list of coaches with confirmed cleared background checks, number of scholarships rewarded to players, number of teams and players for each age division, and league and tournament schedules within fifteen (15) days prior to the first scheduled league game:

- Failure to provide Quarterly reports, Annual Reports or Year-to-Date review documents to the City after the due date.
- Failure to provide proof of insurance, board member list and contact information, and lease payment within fifteen (15) days of the Association signing the Lease Agreement

Any requests for an extension for the submission of required paperwork or lease payment must be made in writing to the Department or Designee before the date at which said material would be considered late. Any request made after the noted late period may result in a financial penalty.

## **8. ADVERTISEMENT**

All fundraising, donations, sponsorships or advertisements on City land must be approved by the City Manager and the Department Director or his/her designee prior to the donation, sponsorship or advertisement being posted. Examples: Popcorn or snow cone truck, t-shirt vendor, company/organization support tarps for fences, etc.

## **9. SERVICES REVIEW**

The Association agrees that sixty (60) days prior to the first scheduled event the Association will submit to the Department Director all programs being offered, rules, by-laws, regulations, projected tournaments, board members, regular membership meeting dates and fees per team and individual participation in Association's programming. All league dates and list of coaches need to be submitted to the Department Director or designee seven (7) days prior the start of each league.

It is understood by the Association that any change in the programs being offered, rules, by-laws, regulations or fees for team and individual participation in the Association's program shall be submitted to the Department Director for review and written approval before the change is implemented by the Association.

## **10. INDEMNIFICATION**

The Association hereby agrees to release, to defend, to indemnify and to hold harmless the City and the Trust and their officers, agents and employees from and against any and all loss of or damage to property or injuries to, or death of, any person or persons, including, without limitation, property and officers, employees or agents of the City and the Trust; and the Association shall defend, indemnify and hold harmless the City and the Trust, their officers,



agents and employees, from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Workers' Compensation claims, of or by anyone whomever, in any way resulting from, or arising out of directly or indirectly, the Association's operations under or in connection with this Agreement, or the Association's use and occupancy of any portion of the permitted premises and including, without limitation, acts and omissions of the Association's managers, officers, employees, representatives, suppliers, invitees, members, participants, spectators, guests, contractors or agents. The minimum insurance requirements prescribed below shall not be deemed to limit or define the obligation of the Association herein;

The Association agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees of the Association or otherwise, and to all property, arising out of, resulting from or in any manner connected with use of the permitted premises. The Association agrees to indemnify and hold harmless the City and the Trust, its agents and employees from all such claims including and without limiting the generality of the foregoing, claims for which the City, or the Trust, may be, or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and the Association further agrees to obtain, maintain and pay for such general liability insurance coverage and will insure the provisions of this agreement.

## **11. INSURANCE**

The Association shall carry public liability insurance with responsible insurance underwriters acceptable to Moore insuring the City, the Trust and the Association against all legal liability for loss or damage to property and injuries to person caused by the Association's use, supervision, operation and occupancy of the demised premises or caused by any of the Association's activities, acts, omissions and operations on said premises, or otherwise caused by the Association, its managers, agents, employees, guests, members, invitees, participants, and spectators, with liability limits of not less than those established in the Governmental Tort Claims Act, 51 Okla. Stat.151 et. Seq. and any amendment or supplement thereto, provided however, in no event shall the liability limits be less than \$25,000.00 to any claimant for any number of claims for damage to or destruction of property, including consequential damage arising out of a single accident or occurrence; and not less than \$100,000.00 to any claimant for

all claims arising out of a single accident or occurrence; and not less than \$1,000,000.00 for any number of claims arising out of a single accident or occurrence. The Association shall also carry Workmen's Compensation Insurance of adequate Employee's Liability Insurance to the extent and in the manner required by the statutes of the State of Oklahoma. The Association shall furnish the Department with a certificate of such insurance which shall provide that the City and the Trust are additional insured under said policy or policies, and that said policy or policies cannot be canceled or materially modified except upon thirty days advance written notice received by the City and the Trust. Provided, however, any modification or termination shall not excuse or release any entity from its obligations hereunder. Any cancellation of insurance may result in immediate termination of this agreement.

## **12. SAFETY RULES**

The Association agrees to follow the health and safety regulations listed below:

1. All Oklahoma Health Department health and safety regulations including but not limited to Food Handling Certification requirements for all persons entering the Concession areas
2. Successfully passing an annual health inspection of the concession physical property and equipment
3. Oklahoma No Smoking and/or Tobacco Regulations
4. No pets allowed within fenced designated areas

All Associations are required to use the APP Perry Weather provided by the city. This system is for monitoring weather conditions and lightning detection within a ten-mile radius of all sports activities at Buck Thomas Park. No other system will be approved to be used for weather monitoring.

All Associations are required to assign at least one person, that is present at the site, with the responsibility of monitoring weather conditions, and if necessary, evacuating the park.

All hazards, injuries, acts of unsportsmanlike conduct, vandalism, and any other unusual occurrences shall be reported in writing to the Department within one business day of their occurrence. A business day is defined as any day City Hall is open for the transaction of the City's business.

All Associations are required to have an automated external defibrillator (AED) on-site during competitions. Additionally, all staff members must be trained in the proper use of this life-saving device.

### **13. MAINTENANCE**

The Association agrees to maintain all real and personal property and all fixtures and improvements to real property used by it, its members, its guests, invitees, and/or its patrons in a safe, clean and orderly manner and shall remove all debris of every kind deposited upon said property by the Association, its members, its guests, invitees, and/or its patrons, at its own expense. The Association further agrees that under this Agreement, the permitted premises shall be clean and orderly upon the expiration, termination or cancellation of this Agreement, for whatever reason it may expire, be terminated or canceled. If lights are to be on outside of the normal game times or tournaments, the Association must obtain prior written approval from the Department Director or his/her designee. The Association will also not allow the use of fences or backstops for the purpose of practices and/or exercises. The Association will not allow or permit the use or operation of any device designed for sound production, amplification or reproduction, including, but not limited to, any radio, musical instrument, phonograph equipment, electronic audio equipment, television set, tape recorder, loud speaker, or other similar device with the measurement above sixty-five decibels (65 DB) measured at the boundary of any City owned park so as to be plainly audible within any dwelling unit which is not the source of the sound. The City agrees to perform the following regularly scheduled maintenance duties:

1. Empty trash containers that have been placed in designated areas as needed Monday-Friday.
2. Additional maintenance duties not specifically mentioned in this agreement may be performed by the City and/or Association based upon need, cost, and available labor, as determined by the City.
3. Work orders from the Association must be submitted to the Moore Parks and Facilities Manager at 405-676-9201 or email [parks@cityofmoore.com](mailto:parks@cityofmoore.com) by or before

each Wednesday at noon for the City to be able to perform the task that week. If the work order is turned in the afternoon on Wednesday, it may not be completed until the following week.

4. Cleaning of restrooms, concession/office areas, collection and disposal of trash into provided dumpsters, stocking of toiletries and mowing of the fields, spectator areas and warm-up areas will be the responsibility of the Association.
5. The Association is subject to a \$250 fine for an unused field being lit or a violation of the noise/sound production prohibition. A lit unused field can be reported by the Police Department, Parks and Recreation Department or supervisory personnel.
6. The City and the Department reserve the right to inspect the premises at any time.

The City shall provide at minimum two (2) working keys/codes or automatic door openers for locks used on the permanent structures to the Association. The Association will turn in a winter project list to the Department Director due November 1<sup>st</sup> of each year. The Association shall not change locks or automatic door openers on any permanent structure without prior approval of the Department Director. If the City or the Trust determine that an unsafe condition exists, they shall notify the Association. The Association shall have ten (10) business days to correct. If not corrected, the City or Trust shall perform the repair at the expense of the Association. All City or Trust keys shall be turned in at the end of the agreement term-

#### **14. COMPLIANCE**

The Association agrees to observe and comply with any and all requirements of the City and of the Trust and with all Federal, State or Local statutes, ordinances, regulations and standard rules applicable to use of the permitted premises, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Parks and Recreation Department of Moore and the City. The Association agrees if Moore resident wants to play and needs to be placed on a team, the Association will ensure that said player will be given every opportunity to play.

The Association agrees to strictly comply with the Background Check Policy attached hereto of the Moore Parks and Recreation Department, which may be amended by the City or the Trust from time to time as necessary.

The Association agrees to require and enforce the attached Parent and Coaches Ethics and Behavior Policy as approved by the Moore City Council. Coaches are required to maintain in their possession a copy of an executed policy for each player as well as each active coach during league play.

The Association must make available scholarships to approved participants who qualify through the Moore Public School's Free or Reduced Lunch Program. The Association must submit in writing to the Department Director if there are any changes made to their Scholarship Program. Under no circumstances will a resident of Moore be denied the opportunity for a scholarship if they meet the requirements of the Moore Public School's Free or Reduced Lunch Program or any scholarship program available through the Association.

#### **15. CONSTRUCTION AND IMPROVEMENTS**

The Association agrees that no construction, improvement, or modification of any nature shall be undertaken by the Association upon the permitted premise under this Agreement, unless the Association has submitted detailed written plans of the proposed improvement and obtained the prior written consent of the Department Director or his/her designee. It is further agreed that any construction, improvement or modification of any nature undertaken by the Association shall comply with the Americans with Disabilities Act of 1990. All improvement shall become the exclusive property of the City upon expiration, termination or cancellation of this Agreement and shall not be subject to any lien, mortgage or financial encumbrance.

Construction, improvement, or modification shall be defined as, but not limited to, the erection of buildings and/or major renovation of any existing structure, installation of fencing, paving, earth moving or dirt work requiring machines, additional lighting fixtures, extension of utility lines and all other action that would not be considered as maintenance.

#### **16. WATER**

The Association agrees to abide by any conservation or water emergency directive issued by the City Manager.

#### **17. NON-EXCLUSIVE USE**

All parties hereto agree that the permitted premises described in this Agreement is public property and not for the exclusive use of any person or persons. The Department shall have the right to permit the use of the permitted premises at any time the permitted premises are not scheduled for Association use. In such cases, the Association will not be held liable nor responsible for any and all actions and activities or the results thereof by the party the Department permitted during a specified time period.

## **18. NOTICE**

Notices or other communications to the City and the Trust pursuant to the provisions of this Agreement shall be sufficient if mailed, postage paid, addressed to the City:

**Moore City Manager  
301 N. Broadway  
Moore, Oklahoma 73160**

**Moore Parks and Recreation Department  
700 S. Broadway  
Moore, Oklahoma 73160**

Notices of other communications to the Association pursuant to the provisions of this Agreement shall be sufficient if mailed, postage paid, addressed to the Association or such person or address as may be subsequently set forth.

**Moore Youth Soccer Association/ Nutmeg  
PO Box 7293  
Moore, OK 73160**

## **19. REMOVAL OF PERSONAL PROPERTY**

Each year, the Association shall provide an updated list of personal property at the permitted premises at the time of the submission of the Annual Report. In the event this Agreement is canceled or terminated, for any reason, the City Manager shall provide the Association a list of all property that shall be removed from the permitted premises by the Association. The Association shall within thirty (30) days after cancellation or termination of this Agreement, remove said property without damaging any property belonging to the City or the Trust.

**20. MEMBERSHIP NONDISCRIMINATION**

The Association agrees that it will not deny membership or participation to any person on the basis of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2).

**21. EMPLOYMENT NONDISCRIMINATION**

The Association agrees not to discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2).

The Association shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising lay-off or termination and selection for training, including apprenticeship. The Association, or any assignee, hereby agrees to post, in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Agreement.

**22. FACILITIES NONDISCRIMINATION**

The Association agrees not to discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2), in furnishing or refusing to furnish to such a person or persons the use of the permitted premises under this Agreement.

**23. NO ASSIGNMENT**

This Agreement shall not be assigned by the Association without the written permission of the City and Trust.

**24. AGREEMENT CONSTRUED AS WHOLE**

The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for, or against, either the Association, the City or the Trust.

**25. COMPLETE AGREEMENT**

This is the complete agreement between the parties and no additions, alterations, or changes in this Agreement shall be effective unless reduced to writing and signed by all parties hereto.

**26. EXECUTION**

This instrument may be executed in multiple counterparts, each of which shall be deemed on original.

**27. EFFECTIVE**

This Agreement shall be effective upon the signature and approval of all parties.

**28. RELOCATION**

The City and the Trust reserve the right to relocate the Association and to move the permitted premises to another location provided, however, that it is adequately and equally equipped for Association play. All costs associated with the relocation shall be borne by the Association. The Association agrees to relocate within the earliest practical time upon receipt of the notice; however, the Association must vacate the permitted premises within one year of written notice pursuant to a determination by the City and the Trust that the premises are needed for another purpose.

**29. ENVIRONMENTAL**

The Association hereby covenants not to permit or introduce any chemical substance or hazardous material to be brought upon, kept or used in or about the permitted premises by the association, its agents, employees, contractors, or invitees without prior written consent of the City and the Trust which the City and the Trust shall not unreasonably withhold as long as the Association demonstrates to the City and the Trust reasonable satisfaction that such chemical substance and hazardous material is necessary or useful to the Association’s operation hereunder and will be used or kept and stored in a manner that complies with all laws regulating any such chemical substance and hazardous material so brought upon or used or kept in or about the



permitted premises. If the Association breaches the obligations stated in the preceding sentence, or if the presence of the chemical substance or hazardous material on the permitted premises caused or permitted by the Association results in contamination or contamination of the water supply of the City, or if contamination of the permitted premises by the chemical substance or hazardous material otherwise occurs for which the Association is legally liable to the City or the Trust for damage resulting therefrom, the Association shall indemnify, defend and hold the City, the Trust, and its officers, agents and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including without limitation, diminution in value of the permitted premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the permitted premises damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the term of this Agreement hereof as a result of such contamination. This indemnification of the City and the Trust by the Association includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, required by a Federal, State or Local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the permitted premises or the water supply of the City. Without limiting the foregoing, if the presence of any chemical substance or hazardous material on the permitted premises caused or permitted by the Association results in any contamination of the permitted premises or the water supply of the City, the Association shall promptly take all actions at its sole expense as are necessary to return the permitted premises and or the water supply of the City to the condition existing prior to the introduction of any such chemical substance or hazardous material to the permitted premises; provided that the City Manager's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long term or short term effect on the permitted premises. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

As used herein, the term "chemical substance" means a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes

listed in the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments hereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

The City and/or the Trust and its agents shall have the right, but not the duty, to inspect the permitted premises at any time to determine whether Association is complying with the terms of this Agreement. If the Association is not in compliance with the Agreement, the City or the Trust shall have the right to immediately enter upon the permitted premises to remedy any contamination caused by Association's failure to comply at the Association's expense and this Agreement shall terminate immediately without notice, notwithstanding any other provisions of this Agreement. The City and or the Trust shall use its best efforts to minimize interference with the Association's business but shall not be liable for any interference caused thereby.

### **30. CONCESSIONS**

Any and all concessions, without exception, shall be operated by the Association with all profits going back to the Association. Any subcontractor must be approved by the City. All employee records, sales receipts, profit/loss statements, sales tax withholding reports, etc. are to be kept by the Association and available for the City and/or the Trust and the Department Director or assignee to review upon written request to do so. All activities within the concessions, including all subcontracting activities, are to be compliant with any and all city, state and federal laws and guidelines.

### **31. FORCE MAJURE**

Neither party will be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes, to the extent beyond its reasonable control: Acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

**32. LAWS**

This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Cleveland County, Oklahoma.

**IN WITNESS WHEREOF**, this Agreement was approved by the Trust this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Association Moore Youth Soccer Association / Nutmeg

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Association President

Association Treasurer

**IN WITNESS WHEREOF**, this Agreement was approved by the City of Moore this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CITY OF MOORE

\_\_\_\_\_  
Brooks Mitchell, CITY MANAGER

PARKS & RECREATION DEPARTMENT

\_\_\_\_\_  
Sue Wood, DIRECTOR

Attest:

\_\_\_\_\_  
Vanessa Kemp, CITY CLERK

Approved as to form and legality the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Brian Miller, CITY ATTORNEY

# City of Moore

## Youth Girls Softball Agreement

This Agreement, made and entered into as of the date, hereinafter set forth, by and between the City of Moore, a municipal corporation (hereinafter also referred to as the “City”); the Moore Public Works Authority, a public trust (hereinafter also referred to as the “Trust”), the Moore Parks and Recreation Department (hereinafter also referred to as “Department”) and the Moore Girls Softball Association (hereinafter also referred to as the “Association”).

### Witnesseth:

**Whereas,** The City owns certain real properties operated as public parks; and,

**Whereas,** The City and the Trust recognize that this property may be used for certain recreational purposes, when properly regulated, for the further benefit of the health, safety, and welfare of the residents of Moore without jeopardizing their usefulness; and

**Whereas,** the Association is organized primarily for the purpose of promoting the sport of Softball in the City of Moore; and

**Now, therefore,** in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

### 1. PERMIT

The City and the Trust hereby permit the Association to utilize certain properties known as the Buck Thomas Softball Fields from the date upon Council approval until December 31, 2025, for the purpose of providing facilities, softball equipment, and programming of recreational softball activities in Moore for the general public, hereinafter referred to as the “Permitted Premises.” Buck Thomas park amenities are unavailable for use July 2-6, 2025; and September 11-13, 2025.

### 2. TERM

The term of this Agreement begins on the date of execution of this Agreement by the City until December 31, 2025. The City Manager or his/her designee is hereby authorized by

the City and the Trust to renew this Agreement as provided herein upon written request by the Association. However, this Agreement shall be terminable by the City or the Trust upon thirty (30) days written notice to the Association for just cause; or immediately upon determination by a court of competent jurisdiction that a public ouster exists.

### **3. CONSIDERATION**

The Association will be responsible for a total payment of \$6,400 to the City for league and tournament play. A full payment of \$6,400 is due within fifteen (15) days of the Association signing the lease Agreement. Any monies that are not paid by the dates given can result in immediate termination of this Agreement. Fees are subject to renegotiation at the end of the one-year lease agreement. The Association must obtain, hold, and provide 501(c) (3) (Non-Profit) status by May 1, 2025, or provide documentation that the Association is in the process of obtaining non-profit status. The Association will have six (6) months from signing the Agreement to reach non-profit status. The Association agrees to provide recreational softball activities for the Moore Public School District, the City of Moore youth, and youth outside the MPSD if space allows with approval from the Department Director.

### **4. FACILITY/PARK IMPROVEMENT ACCOUNT**

The payment made to the City and the Trust will be dedicated for repairs or improvements for designated facilities. A capital improvement project is considered \$10,000 or more in which the City and the Association will discuss facility/park improvement projects. The Association will pay for twenty-five percent (25%) and the City will pay for seventy-five percent (75%) of these improvements. The City shall have all final decisions for any facility/park projects. Annual Capital Improvements Requests for the next fiscal year are due by December 15th each year.

### **5. BOOKKEEPING**

The Association and the City agree that the Association will perform monthly bookkeeping. The bookkeeper must submit their qualification and be approved by the Department. Treasurer and/or Bookkeeper must submit their Name, Qualifications, and Phone Number to the Department before the Lease agreement signing. The Association will be responsible for all sales tax payments/issues and all payroll and contract labor deposit and reporting requirements. The Financial Statements shall conform to published accounting standards.

All financial documents, records, remittance payments and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit with thirty (30) days' notice given that such review or audit will occur. An annual presentation to the Parks Board that reviews the current year will be scheduled in November. Failure by the Association to submit financial records or any other paperwork required in this agreement to the City and/or failure by the Association to respond to a request for records from the City within fifteen (15) days of the request shall constitute a material breach of the contract and may result in termination of the Agreement or A financial penalty of one hundred dollars (\$100) per day may be imposed. after the fifteenth (15) day.

## **6. QUARTERLY & ANNUAL FINANCIAL REPORTS**

The Association shall provide a quarterly written report to the Department no later than January 25, April 25, July 25 and October 25. A Year-to-Date Review shall be provided to the Department no later than October 25th. The Year-to-Date Review documents must include all items listed under Annual Report. Year-to-Date Review documents include all information up to October 1. The City may appoint an independent certified public accountant to audit, examine and report to the Department Director upon the books and records of the Association detailing the Association's revenues, expenses and disbursement for that year. The Association will pay for these costs. The Association, upon request, must provide documentation that they are in compliance with Oklahoma Sales Tax Laws. Delinquent taxes may result in termination of the Agreement and/or financial penalties as outlined below. Failure by the Association to submit financial records to the City shall constitute a material breach of the contract and may result in financial penalty or even termination of this Agreement.

Reports shall include:

Quarterly Report must have the following:

- Monthly Bank Statements
- Quarterly Profit and Loss Report that shows month-to-date and year-to-date totals
- Sales Tax Reports
- 1099s and W-2s are due with the April quarterly report

Annual Report must be submitted by January 25 and will include:

- Annual Profit and Loss Report that show quarter-to-date and year-to-date totals
- Itemized income and expenditure reports
- Payroll Breakdown
- Sales Tax Reports
- All Submitted Tax Forms and Paperwork (Not Limited to List Below)
  - Tax Remittance to the Oklahoma Tax Commission
  - Federal and State Tax Returns
- Proof of 501 c (3) Status or proof of submitted application for non-profit status
- Updated Association Owed Equipment and Property List
  - Highlight the New Equipment and Property Purchases for the Last Fiscal Year
- Total Numbers of:
  - League Teams
    - Number of Moore Citizen Players
    - Number of Scholarship Recipients and what type of scholarships were received
    - Number of Games played per team
  - Total Number of Tournaments held and dates
    - Number of Tournament Teams per tournament

Any remittance fees received from USSSA or any other sanctioning organization must be deposited into the Association's bank

## **7. FINANCIAL PENALTIES**

A financial penalty of one hundred dollars (\$100) per day may be imposed for:

- Failure to provide a list of coaches with confirmed cleared background checks, number of scholarships rewarded to players, number of teams and players for each age division, and league and tournament schedules within fifteen (15) days prior to the first scheduled league game:

- Failure to provide Quarterly reports, Annual Report or Year-to-Date review documents to the City after the due date.
- Failure to provide proof of insurance, board member list and contact information, and lease payment within fifteen (15) days of the Association signing the Lease Agreement

Any requests for an extension for the submission of required paperwork or lease payment must be made in writing to the Department or Designee before the date at which said material would be considered late. Any request made after the noted late period may result in a financial penalty.

## **8. ADVERTISEMENT**

All fundraising, donations, sponsorships or advertisements on City land must be approved by the City Manager and the Department Director or his/her designee prior to the donation, sponsorship or advertisement being posted. Examples: Popcorn or snow cone truck, t-shirt vendor, company/organization support tarps for fences, etc.

## **9. SERVICES REVIEW**

The Association agrees that sixty (60) days prior to the first scheduled event the Association will submit to the Department Director all programs being offered, rules, by-laws, regulations, projected tournaments, board members, regular membership meeting dates and fees per team and individual participation in Association’s programming. All league dates and list of coaches need to be submitted to the Department Director or designee seven (7) days prior the start of each league.

It is understood by the Association that any change in the programs being offered, rules, by-laws, regulations or fees for team and individual participation in the Association’s program shall be submitted to the Department Director for review and written approval before the change is implemented by the Association.

## **10. INDEMNIFICATION**

The Association hereby agrees to release, to defend, to indemnify and to hold harmless the City and the Trust and their officers, agents and employees from and against any and all loss of or damage to property or injuries to, or death of, any person or persons, including, without limitation, property and officers, employees or agents of the City and the Trust; and the



Association shall defend, indemnify and hold harmless the City and the Trust, their officers, agents and employees, from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Workers' Compensation claims, of or by anyone whomever, in any way resulting from, or arising out of directly or indirectly, the Association's operations under or in connection with this Agreement, or the Association's use and occupancy of any portion of the permitted premises and including, without limitation, acts and omissions of Association's managers, officers, employees, representatives, suppliers, invitees, members, participants, spectators, guests, contractors or agents. The minimum insurance requirements prescribed below shall not be deemed to limit or define the obligation of the Association herein;

The Association agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees of Association or otherwise, and to all property, arising out of, resulting from or in any manner connected with use of the permitted premises. The Association agrees to indemnify and hold harmless the City and the Trust, its agents and employees from all such claims including and without limiting the generality of the foregoing, claims for which the City, or the Trust, may be, or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and the Association further agrees to obtain, maintain and pay for such general liability insurance coverage and will insure the provisions of this agreement.

## **11. INSURANCE**

The Association shall carry public liability insurance with responsible insurance underwriters acceptable to Moore insuring the City, the Trust and the Association against all legal liability for loss or damage to property and injuries to person caused by the Association's use, supervision, operation and occupancy of the demised premises or caused by any Association's activities, acts, omissions and operations on said premises, or otherwise caused by the Association, its managers, agents, employees, guests, members, invitees, participants, and spectators, with liability limits of not less than those established in the Governmental Tort Claims Act, 51 Okla. Stat.151 et. Seq. and any amendment or supplement thereto, provided however, in no event shall the liability limits be less than \$25,000.00 to any claimant for any number of claims for damage to or destruction of property, including consequential damage

arising out of a single accident or occurrence; and not less than \$100,000.00 to any claimant for all claims arising out of a single accident or occurrence; and not less than \$1,000,000.00 for any number of claims arising out of a single accident or occurrence. The Association shall also carry Workmen's Compensation Insurance of adequate Employee's Liability Insurance to the extent and in the manner required by the statutes of the State of Oklahoma. The Association shall furnish the Department with a certificate of such insurance which shall provide that the City and the Trust are additional insured under said policy or policies, and that said policy or policies cannot be canceled or materially modified except upon thirty days advance written notice received by the City and the Trust. Provided, however, any modification or termination shall not excuse or release any entity from its obligations hereunder. Any cancellation of insurance may result in immediate termination of this agreement.

## **12. SAFETY RULES**

The Association agrees to follow the health and safety regulations listed below:

1. All Oklahoma Health Department health and safety regulations including but not limited to Food Handling Certification requirements for all persons entering the Concession areas
2. Successfully passing an annual health inspection of the concession physical property and equipment
3. Oklahoma No Smoking and/or Tobacco Regulations.
4. No pets allowed within the fenced softball designated areas

All Associations are required to use the APP Perry Weather provided by the city. This system is for monitoring weather conditions and lightning detection within a ten-mile radius of all sports activities at Buck Thomas Park. No other system will be approved to be used for weather monitoring.

All Associations are required to assign at least one person, that is present at the site, with the responsibility of monitoring weather conditions, and if necessary, evacuating the park.

All hazards, injuries, acts of unsportsmanlike conduct, vandalism, and any other unusual occurrences shall be reported in writing to the Department within one business day of their

occurrence. A business day is defined as any day City Hall is open for the transaction of the City's business.

All Associations are required to have an automated external defibrillator (AED) on-site during competitions. Additionally, all staff members must be trained in the proper use of this life-saving device

### **13. MAINTENANCE**

The Association agrees to maintain all real and personal property and all fixtures and improvements to real property used by it, its members, its guests, invitees, and/or its patrons in a safe, clean and orderly manner and shall remove all debris of every kind deposited upon said property by the Association, its members, its guests, invitees, and/or its patrons, at its own expense. The Association further agrees that under this Agreement, the permitted premises shall be clean and orderly upon the expiration, termination or cancellation of this Agreement, for whatever reason it may expire, be terminated or canceled. If lights are to be on outside of the normal game times or tournaments, the Association must obtain prior written approval from the Department Director or his/her designee. The Association will also not allow the use of fences or backstops for the purpose of practices and/or exercises. The Association will not allow or permit the use or operation of any device designed for sound production, amplification or reproduction, including, but not limited to, any radio, musical instrument, phonograph equipment, electronic audio equipment, television set, tape recorder, loud speaker, or other similar device with the measurement above sixty-five decibels (65 DB) measured at the boundary of any City owned park so as to be plainly audible within any dwelling unit which is not the source of the sound. The City agrees to perform the following regularly scheduled maintenance duties:

1. Empty trash containers that have been placed in designated areas as needed Monday-Friday.
2. Additional maintenance duties not specifically mentioned in this agreement may be performed by the City and/or Association based upon need, cost, and available labor, as determined by the City.
3. Work orders from the Association must be submitted to the Moore Parks and Facilities Manager at 405-676-9201 or email [parks@cityofmoore.com](mailto:parks@cityofmoore.com) by or before

each Wednesday at noon for the City to be able to perform the task that week. If the work order is turned in the afternoon on Wednesday, it may not be completed until the following week.

4. Cleaning of restrooms, concession/office areas, collection and disposal of trash into provided dumpsters, stocking of toiletries and mowing of the fields, spectator areas and warm-up areas will be the responsibility of the Association.
5. The Association is subject to a \$250 fine for an unused field being lit or a violation of the noise/sound production prohibition. A lit unused field can be reported by the Police Department, Parks and Recreation Department or supervisory personnel.
6. The City and the Department reserve the right to inspect the premises at any time.

The City shall provide at minimum two (2) working keys/codes or automatic door openers for locks used on the permanent structures to the Association. The Association will turn in a winter project list to the Department Director due November 1<sup>st</sup> of each year. The Association shall not change locks or automatic door openers on any permanent structure without prior approval of the Department Director. If the City or the Trust determine that an unsafe condition exists, they shall notify the Association. The Association shall have ten (10) business days to correct. If not corrected, the City or Trust shall perform the repair at the expense of the Association. All City or Trust keys shall be turned in at the end of the agreement term.

#### **14. COMPLIANCE**

The Association agrees to observe and comply with any and all requirements of the City and of the Trust and with all Federal, State or Local statutes, ordinances, regulations and standard rules applicable to use of the permitted premises, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Parks and Recreation Department of Moore and the City. The Association agrees if Moore resident wants to play and needs to be placed on a team, the Association will ensure that said player will be given every opportunity to play.

The Association agrees to strictly comply with the Background Check Policy attached hereto of the Moore Parks and Recreation Department, which may be amended by the City or the Trust from time to time as necessary.

The Association agrees to require and enforce the attached Parent and Coaches Ethics and Behavior Policy as approved by the Moore City Council. Coaches are required to maintain in their possession a copy of an executed policy for each player as well as each active coach during league play.

The Association must make available scholarships to approved participants who qualifies through the Moore Public School's Free or Reduced Lunch Program. The Association must submit in writing to the Department Director if there are any changes are made to their Scholarship Program. Under no circumstances will a resident of Moore be denied the opportunity for a scholarship if they meet the requirements of the Moore Public School's Free or Reduced Lunch Program or any scholarship program available through the Association.

#### **15. CONSTRUCTION AND IMPROVEMENTS**

The Association agrees that no construction, improvement, or modification of any nature shall be undertaken by the Association upon the permitted premise under this Agreement, unless the Association has submitted detailed written plans of the proposed improvement and obtained the prior written consent of the Department Director or his/her designee. It is further agreed that any construction, improvement or modification of any nature undertaken by the Association shall comply with the Americans with Disabilities Act of 1990. All improvement shall become the exclusive property of the City upon expiration, termination or cancellation of this Agreement and shall not be subject to any lien, mortgage or financial encumbrance.

Construction, improvement, or modification shall be defined as, but not limited to, the erection of buildings and/or major renovation of any existing structure, installation of fencing, paving, earth moving or dirt work requiring machines, additional lighting fixtures, extension of utility lines and all other action that would not be considered as maintenance.

#### **16. WATER**

The Association agrees to abide by any conservation or water emergency directive issued by the City Manager.

#### **17. NON-EXCLUSIVE USE**

All parties hereto agree that the permitted premises described in this Agreement is public property and not for the exclusive use of any person or persons. The Department shall have the right to permit the use of the permitted premises at any time the permitted premises are not scheduled for Association use. In such cases, the Association will not be held liable nor responsible for any and all actions and activities or the results thereof by the party the Department permitted during a specified time period.

## **18. NOTICE**

Notices or other communications to the City and the Trust pursuant to the provisions of this Agreement shall be sufficient if mailed, postage paid, addressed to the City:

**Moore City Manager  
301 N. Broadway  
Moore, Oklahoma 73160**

**Moore Parks and Recreation Department  
700 S. Broadway  
Moore, Oklahoma 73160**

Notices of other communications to the Association pursuant to the provisions of this Agreement shall be sufficient if mailed, postage paid, addressed to the Association or such person or address as may be subsequently set forth.

**Moore Girls Softball Association  
5801 SE 142nd St  
Oklahoma City, OK 73165**

## **19. REMOVAL OF PERSONAL PROPERTY**

Each year, the Association shall provide an updated list of personal property at the permitted premises at the time of the submission of the Annual Report. In the event this Agreement is canceled or terminated, for any reason, the City Manager shall provide the Association a list of all property that shall be removed from the permitted premises by the Association. The Association shall within thirty (30) days after cancellation or termination of this Agreement, remove said property without damaging any property belonging to the City or the Trust.

## **20. MEMBERSHIP NONDISCRIMINATION**

The Association agrees that it will not deny membership or participation to any person on the basis of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2).

**21. EMPLOYMENT NONDISCRIMINATION**

The Association agrees not to discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2).

The Association shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising lay-off or termination and selection for training, including apprenticeship. The Association, or any assignee, hereby agrees to post, in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Agreement.

**22. FACILITIES NONDISCRIMINATION**

The Association agrees not to discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2), in furnishing or refusing to furnish to such a person or persons the use of the permitted premises under this Agreement.

**23. NO ASSIGNMENT**

This Agreement shall not be assigned by the Association without the written permission of the City and Trust.

**24. AGREEMENT CONSTRUED AS WHOLE**

The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for, or against, either the Association, the City or the Trust.

**25. COMPLETE AGREEMENT**

This is the complete agreement between the parties and no additions, alterations, or changes in this Agreement shall be effective unless reduced to writing and signed by all parties hereto.

**26. EXECUTION**

This instrument may be executed in multiple counterparts, each of which shall be deemed on original.

**27. EFFECTIVE**

This Agreement shall be effective upon the signature and approval of all parties.

**28. RELOCATION**

The City and the Trust reserve the right to relocate the Association and to move the permitted premises to another location provided, however, that it is adequately and equally equipped for Association play. All cost associated with the relocation shall be borne by the Association. The Association agrees to relocate within the earliest practical time upon receipt of the notice; however, the Association must vacate the permitted premises within one year of written notice pursuant to a determination by the City and the Trust that the premises are needed for another purpose.

**29. ENVIRONMENTAL**

The Association hereby covenants not to permit or introduce any chemical substance or hazardous material to be brought upon, kept or used in or about the permitted premises by the association, its agents, employees, contractors, or invitees without prior written consent of the City and the Trust which the City and the Trust shall not unreasonably withhold as long as the Association demonstrates to the City and the Trust reasonable satisfaction that such chemical substance and hazardous material is necessary or useful to the Association's operation hereunder



and will be used or kept and stored in a manner that complies with all laws regulating any such chemical substance and hazardous material so brought upon or used or kept in or about the permitted premises. If the Association breaches the obligations stated in the preceding sentence, or if the presence of the chemical substance or hazardous material on the permitted premises caused or permitted by the Association results in contamination or contamination of the water supply of the City, or if contamination of the permitted premises by the chemical substance or hazardous material otherwise occurs for which the Association is legally liable to the City or the Trust for damage resulting therefrom, the Association shall indemnify, defend and hold the City, the Trust, and its officers, agents and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including without limitation, diminution in value of the permitted premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the permitted premises damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the term of this Agreement hereof as a result of such contamination. This indemnification of the City and the Trust by the Association includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, required by a Federal, State or Local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the permitted premises or the water supply of the City. Without limiting the foregoing, if the presence of any chemical substance or hazardous material on the permitted premises caused or permitted by the Association results in any contamination of the permitted premises or the water supply of the City, the Association shall promptly take all actions at its sole expense as are necessary to return the permitted premises and or the water supply of the City to the condition existing prior to the introduction of any such chemical substance or hazardous material to the permitted premises; provided that the City Manager's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long term or short term effect on the permitted premises. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

As used herein, the term "chemical substance" means a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides,

herbicides and fertilizers, and the term “hazardous material” means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed in the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments hereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

The City and/or the Trust and its agents shall have the right, but not the duty, to inspect the permitted premises at any time to determine whether the Association is complying with the terms of this Agreement. If the Association is not in compliance with the Agreement, the City or the Trust shall have the right to immediately enter upon the permitted premises to remedy any contamination caused by the Association’s failure to comply at the Association’s expense and this Agreement shall terminate immediately without notice, notwithstanding any other provisions of this Agreement. The City and or the Trust shall use its best efforts to minimize interference with the Association’s business but shall not be liable for any interference caused thereby.

### **30. CONCESSIONS**

Any and all concessions, without exception, shall be operated by the Association with all profits going back to the Association. Any subcontractor must be approved by the City. All employee records, sales receipts, profit/loss statements, sales tax withholding reports, etc. are to be kept by the Association and available for the City and/or the Trust and the Department Director or assignee to review upon written request to do so. All activities within the concessions, including all subcontracting activities, are to be compliant with any and all city, state and federal laws and guidelines.

### **31. FORCE MAJURE**

Neither party will be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes, to the extent beyond its reasonable control: Acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

**32. LAWS**

This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Cleveland County, Oklahoma.

**IN WITNESS WHEREOF**, this Agreement was approved by the Trust this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Association Moore Girls Softball Association

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Association President

Association Treasurer

**IN WITNESS WHEREOF**, this Agreement was approved by the City of Moore this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF MOORE

\_\_\_\_\_  
Brooks Mitchell, CITY MANAGER

PARKS & RECREATION DEPARTMENT

\_\_\_\_\_  
Sue Wood, DIRECTOR

Attest:

\_\_\_\_\_  
Vanessa Kemp, CITY CLERK

Approved as to form and legality the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Brian Miller, CITY ATTORNEY

# City of Moore

## Moore Football Agreement

This Agreement, made and entered into as of the date, hereinafter set forth, by and between the City of Moore, a municipal corporation (hereinafter also referred to as the “City”); the Moore Public Works Authority, a public trust (hereinafter also referred to as the “Trust”), the Moore Parks and Recreation Department (hereinafter also referred to as “Department”) and the Moore Youth Football Association (hereinafter also referred to as the “Association”).

**Witnesseth:**

**Whereas,** The City owns certain real properties operated as public parks; and,

**Whereas,** The City and the Trust recognize that this property may be used for certain recreational purposes, when properly regulated, for the further benefit of the health, safety, and welfare of the residents of Moore without jeopardizing their usefulness; and

**Whereas,** the Association is organized primarily for the purpose of promoting the sport of Football in the City of Moore; and

**Now, therefore,** in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

**1. PERMIT**

The City and the Trust hereby permit the Association to utilize certain properties known as the Buck Thomas Football Fields from the date upon Council approval until December 31, 2025, for the purpose of providing facilities, football equipment, and programming of recreational football activities in Moore for the general public, hereinafter referred to as the “Permitted Premises.” Buck Thomas park amenities are unavailable for use; July 2-6, 2025; and September 11-13, 2025.

**2. TERM**

The term of this Agreement begins on the date of execution of this Agreement by the City until December 31, 2025. The City Manager or his/her designee is hereby authorized by the City and the Trust to renew this Agreement as provided herein upon written request by the

Association. However, this Agreement shall be terminable by the City or the Trust upon thirty (30) days written notice to the Association for just cause; or immediately upon determination by a court of competent jurisdiction that a public ouster exists.

### **3. CONSIDERATION**

The Association will be responsible for a total payment of \$4,800 to the City for league and tournament play. A full payment of \$4,800 is due within fifteen (15) days of the Association signing the Agreement. Any monies that are not paid by the dates given can result in immediate termination of this Agreement. Fees are subject to renegotiation at the end of the one-year Agreement. The Association must obtain, hold, and provide 501(c) (3) (Non-Profit) status by May 1, 2025, or provide documentation that the Association is in the process of obtaining non-profit status. The Association will have six (6) months from signing the Agreement to reach non-profit status. The Association agrees to provide recreational football activities for the Moore Public School District, the City of Moore youth, and youth outside the MPSD if space allows with approval from the Department Director.

### **4. FACILITY/PARK IMPROVEMENT ACCOUNT**

The payment made to the City and the Trust will be dedicated for repairs or improvements for designated facilities. A capital improvement project is considered \$10,000 or more in which the City and the Association will discuss facility/park improvement projects. The Association will pay for twenty-five percent (25%) and the City will pay for seventy-five percent (75%) of these improvements. The City shall have all final decisions for any facility/park projects. Annual Capital Improvement Requests for the next fiscal year are due by December 15th each year.

### **5. BOOKKEEPING**

The Association and the City agree that the Association will perform monthly bookkeeping. The bookkeeper must submit their qualification and be approved by the Department. The treasurer and/or bookkeeper must submit their Name, Qualifications, and Phone Number to the Department before the Agreement signing. The Association will be responsible for all sales tax payments/issues and all payroll and contract labor deposit and reporting requirements. The Financial Statements shall conform to published accounting standards.

All financial documents, records, remittance payments and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit with thirty (30) days' notice given that such review or audit will occur. An annual presentation to the Parks Board that reviews the current year will be scheduled in November. Failure by the Association to submit financial records or any other paperwork required in this agreement to the City and/or failure by the Association to respond to a request for records from the City within fifteen (15) days of the request shall constitute a material breach of the contract and may result in termination of the Agreement or a financial penalty of one hundred dollars (\$100) per day may be imposed after the fifteenth (15) day.

## **6. QUARTERLY & ANNUAL FINANCIAL REPORTS**

The Association shall provide a quarterly written report to the Department no later than January 25, April 25, July 25 and October 25. A Year-to-Date Review shall be provided to the Department no later than October 25th. The Year-to-Date Review documents must include all items listed under Annual Report. Year-to-Date Review documents include all information up to October 1. The City may appoint an independent certified public accountant to audit, examine and report to the Department Director upon the books and records of the Association detailing the Association's revenues, expenses and disbursement for that year. The Association will pay for these costs. The Association, upon request, must provide documentation that they are in compliance with Oklahoma Sales Tax Laws. Delinquent taxes may result in termination of the Agreement and/or financial penalties as outlined below. Failure by the Association to submit financial records to the City shall constitute a material breach of the contract and may result in financial penalty or even termination of this Agreement.

Reports shall include:

Quarterly Report must have the following:

- Monthly Bank Statements
- Quarterly Profit and Loss Report that show month-to-date and year-to-date total
- Sales Tax Reports
- 1099s and W-2s are due with the April quarterly report

Annual Report must be submitted by January 25 and will include:

- Annual Profit and Loss Report that shows quarter-to-date and year-to-date totals
- Itemized income and expenditure reports
- Payroll Breakdown
- Sales Tax Reports
- All Submitted Tax Forms and Paperwork (Not Limited to List Below)
  - Tax Remittance to the Oklahoma Tax Commission
  - Federal and State Tax Returns
- Proof of 501 (c) (3) Status or proof of submitted application for non-profit status
- Annual Capital Improvements and New Requests for next fiscal year
- Updated Association Owed Equipment and Property List
  - Highlight the New Equipment and Property Purchases for the Last Fiscal Year
- Total Numbers of:
  - League Teams
    - Number of Moore Citizen Players
    - Number of Scholarship Recipients and what type of scholarships were received
    - Number of Games played per team
  - Total Number of Tournaments held and dates
    - Number of Tournament Teams per tournament

Any remittance fees received from any sanctioning organization must be deposited into the Association's bank

## **7. FINANCIAL PENALTIES**

A financial penalty of one hundred dollars (\$100) per day may be imposed for:

- Failure to provide a list of coaches with confirmed cleared background checks, number of scholarships rewarded to players, number of teams and players for each age division, and league and tournament schedules within fifteen (15) days prior to the first scheduled league game:

- Failure to provide Quarterly reports, Annual Report or Year-to-Date review documents to the City after the due date.
- Failure to provide proof of insurance, board member list and contact information, and lease payment within fifteen (15) days of the Association signing the Agreement

Any requests for an extension for the submission of required paperwork or lease payment must be made in writing to the Department or Designee before the date at which said material would be considered late. Any request made after the noted late period may result in a financial penalty.

## **8. ADVERTISEMENT**

All fundraising, donations, sponsorships or advertisements on City land must be approved by the City Manager and the Department Director or his/her designee prior to the donation, sponsorship or advertisement being posted. Examples: Popcorn or snow cone truck, t-shirt vendor, company/organization support tarps for fences, etc.

## **9. SERVICES REVIEW**

The Association agrees that sixty (60) days prior to the first scheduled event the Association will submit to the Department Director all programs being offered, rules, by-laws, regulations, projected tournaments, board members, regular membership meeting dates and fees per team and individual participation in Association's programming. All league dates and list of coaches need to be submitted to the Department Director or designee seven (7) days prior the start of each league.

It is understood by the Association that any change in the programs being offered, rules, by-laws, regulations or fees for team and individual participation in the Association's program shall be submitted to the Department Director for review and written approval before the change is implemented by the Association.

## **10. INDEMNIFICATION**

The Association hereby agrees to release, to defend, to indemnify and to hold harmless the City and the Trust and their officers, agents and employees from and against any and all loss of or damage to property or injuries to, or death of, any person or persons, including, without



limitation, property and officers, employees or agents of the City and the Trust; and the Association shall defend, indemnify and hold harmless the City and the Trust, their officers, agents and employees, from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Workers' Compensation claims, of or by anyone whomever, in any way resulting from, or arising out of directly or indirectly, the Association's operations under or in connection with this Agreement, or the Association's use and occupancy of any portion of the permitted premises and including, without limitation, acts and omissions of Association's managers, officers, employees, representatives, suppliers, invitees, members, participants, spectators, guests, contractors or agents. The minimum insurance requirements prescribed below shall not be deemed to limit or define the obligation of the Association herein;

The Association agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees of Association or otherwise, and to all property, arising out of, resulting from or in any manner connected with use of the permitted premises. The Association agrees to indemnify and hold harmless the City and the Trust, its agents and employees from all such claims including and without limiting the generality of the foregoing, claims for which the City, or the Trust, may be, or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this Agreement, and the Association further agrees to obtain, maintain and pay for such general liability insurance coverage and will insure the provisions of this Agreement.

## **11. INSURANCE**

The Association shall carry public liability insurance with responsible insurance underwriters acceptable to Moore insuring the City, the Trust and the Association against all legal liability for loss or damage to property and injuries to person caused by the Association's use, supervision, operation and occupancy of the demised premises or caused by any Association's activities, acts, omissions and operations on said premises, or otherwise caused by the Association, its managers, agents, employees, guests, members, invitees, participants, and spectators, with liability limits of not less than those established in the Governmental Tort Claims Act, 51 Okla. Stat.151 et. Seq. and any amendment or supplement thereto, provided however, in no event shall the liability limits be less than \$25,000.00 to any claimant for any

number of claims for damage to or destruction of property, including consequential damage arising out of a single accident or occurrence; and not less than \$100,000.00 to any claimant for all claims arising out of a single accident or occurrence; and not less than \$1,000,000.00 for any number of claims arising out of a single accident or occurrence. The Association shall also carry Workmen's Compensation Insurance of adequate Employee's Liability Insurance to the extent and in the manner required by the statutes of the State of Oklahoma. The Association shall furnish the Department with a certificate of such insurance which shall provide that the City and the Trust are additional insured under said policy or policies, and that said policy or policies cannot be canceled or materially modified except upon thirty days advance written notice received by the City and the Trust. Provided, however, any modification or termination shall not excuse or release any entity from its obligations hereunder. Any cancellation of insurance may result in immediate termination of this Agreement.

## **12. SAFETY RULES**

The Association agrees to follow the health and safety regulations listed below:

1. All Oklahoma Health Department health and safety regulations including but not limited to Food Handling Certification requirements for all persons entering the Concession areas
2. Successfully passing an annual health inspection of the concession physical property and equipment
3. Oklahoma No Smoking and/or Tobacco Regulations
4. No pets allowed within fenced designated areas

All Associations are required to use the APP Perry Weather provided by the city. This system is for monitoring weather conditions and lightning detection within a ten-mile radius of all sports activities at Buck Thomas Park. No other system will be approved to be used for weather monitoring.

All Associations are required to assign at least one person, that is present at the site, with the responsibility of monitoring weather conditions, and if necessary, evacuating the park.

ALL hazards, injuries, acts of unsportsmanlike conduct, vandalism, and any other unusual occurrences shall be reported in writing to the Department within one business day of

their occurrence. A business day is defined as any day City Hall is open for the transaction of the City's business.

All Associations are required to have an automated external defibrillator (AED) on-site during competitions. Additionally, all staff members must be trained in the proper use of this life-saving device.

### **13. MAINTENANCE**

The Association agrees to maintain all real and personal property and all fixtures and improvements to real property used by it, its members, its guests, invitees, and/or its patrons in a safe, clean and orderly manner and shall remove all debris of every kind deposited upon said property by the Association, its members, its guests, invitees, and/or its patrons, at its own expense. The Association further agrees that under this Agreement, the permitted premises shall be clean and orderly upon the expiration, termination or cancellation of this Agreement, for whatever reason it may expire, be terminated or canceled. If lights are to be on outside of the normal game times or tournaments, the Association must obtain prior written approval from the Department Director or his/her designee. The Association will also not allow the use of fences or backstops for the purpose of practices and/or exercises. The Association will not allow or permit the use or operation of any device designed for sound production, amplification or reproduction, including, but not limited to, any radio, musical instrument, phonograph equipment, electronic audio equipment, television set, tape recorder, loud speaker, or other similar device with the measurement above sixty-five decibels (65 DB) measured at the boundary of any City owned park so as to be plainly audible within any dwelling unit which is not the source of the sound. The City agrees to perform the following regularly scheduled maintenance duties:

1. Empty trash containers that have been placed in designated areas as needed Monday-Friday.
2. Additional maintenance duties not specifically mentioned in this Agreement may be performed by the City and/or Association based upon need, cost, and available labor, as determined by the City.
3. Work orders from the Association must be submitted to the Moore Parks and

Facilities Manager at 405-676-9201 or email [parks@cityofmoore.com](mailto:parks@cityofmoore.com) by or before each Wednesday at noon for the City to be able to perform the task that week. If the work order is turned in the afternoon on Wednesday, it may not be completed until the following week.

4. Cleaning of restrooms, concession/office areas, collection and disposal of trash into provided dumpsters, stocking of toiletries and mowing of the fields, spectator areas and warm-up areas will be the responsibility of the Association.
5. The Association is subject to a \$250 fine for an unused field being lit or a violation of the noise/sound production prohibition. A lit unused field can be reported by the Police Department, Parks and Recreation Department or supervisory personnel.
6. The City and the Department reserve the right to inspect the premises at any time.

The City shall provide at minimum two (2) working keys/codes or automatic door openers for locks used on the permanent structures to the Association. The Association will turn in a winter project list to the Department Director due November 1<sup>st</sup> of each year. The Association shall not change locks or automatic door openers on any permanent structure without prior approval of the Department Director. If the City or the Trust determine that an unsafe condition exists, they shall notify the Association. The Association shall have ten (10) business days to correct. If not corrected, the City or Trust shall perform the repair at the expense of the Association. All City or Trust keys shall be turned in at the end of the Agreement term.

#### **14. COMPLIANCE**

The Association agrees to observe and comply with any and all requirements of the City and of the Trust and with all Federal, State or Local statutes, ordinances, regulations and standard rules applicable to use of the permitted premises, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Parks and Recreation Department of Moore and the City. The Association agrees if Moore resident wants to play and needs to be placed on a team, the Association will ensure that said player will be given every opportunity to play.

The Association agrees to strictly comply with the Background Check Policy attached hereto of the Moore Parks and Recreation Department, which may be amended by the City or the Trust from time to time as necessary.

The Association agrees to require and enforce the attached Parent and Coaches Ethics and Behavior Policy as approved by the Moore City Council. Coaches are required to maintain in their possession a copy of an executed policy for each player as well as each active coach during league play.

The Association must make available scholarships to approved participants who qualify through the Moore Public School's Free or Reduced Lunch Program. The Association must submit in writing to the Department Director if there are any changes made to their Scholarship Program. Under no circumstances will a resident of Moore be denied the opportunity for a scholarship if they meet the requirements of the Moore Public School's Free or Reduced Lunch Program or any scholarship program available through the Association.

## **15. CONSTRUCTION AND IMPROVEMENTS**

The Association agrees that no construction, improvement, or modification of any nature shall be undertaken by the Association upon the permitted premise under this Agreement, unless the Association has submitted detailed written plans of the proposed improvement and obtained the prior written consent of the Department Director or his/her designee. It is further agreed that any construction, improvement or modification of any nature undertaken by the Association shall comply with the Americans with Disabilities Act of 1990. All improvement shall become the exclusive property of the City upon expiration, termination or cancellation of this Agreement and shall not be subject to any lien, mortgage or financial encumbrance.

Construction, improvement, or modification shall be defined as, but not limited to, the erection of buildings and/or major renovation of any existing structure, installation of fencing, paving, earth moving or dirt work requiring machines, additional lighting fixtures, extension of utility lines and all other action that would not be considered as maintenance.

## **16. WATER**

The Association agrees to abide by any conservation or water emergency directive issued by the City Manager.

#### **17. NON-EXCLUSIVE USE**

All parties hereto agree that the permitted premises described in this Agreement is public property and not for the exclusive use of any person or persons. The Department shall have the right to permit the use of the permitted premises at any time the permitted premises are not scheduled for Association use. In such cases, the Association will not be held liable nor responsible for any and all actions and activities or the results thereof by the party the Department permitted during a specified time period.

#### **18. NOTICE**

Notices or other communications to the City and the Trust pursuant to the provisions of this Agreement shall be sufficient if mailed, postage paid, addressed to the City:

**Moore City Manager  
301 N. Broadway  
Moore, Oklahoma 73160**

**Moore Parks and Recreation Department  
700 S. Broadway  
Moore, Oklahoma 73160**

Notices of other communications to the Association pursuant to the provisions of this Agreement shall be sufficient if mailed, postage paid, addressed to the Association or such person or address as may be subsequently set forth.

**Moore Youth Football Association  
PO Box 7131  
Oklahoma City, OK 73153**

#### **19. REMOVAL OF PERSONAL PROPERTY**

Each year, the Association shall provide an updated list of personal property at the permitted premises at the time of the submission of the Annual Report. In the event this Agreement is canceled or terminated, for any reason, the City Manager shall provide the Association a list of all property that shall be removed from the permitted premises by the

Association. The Association shall within thirty (30) days after cancellation or termination of this Agreement, remove said property without damaging any property belonging to the City or the Trust.

**20. MEMBERSHIP NONDISCRIMINATION**

The Association agrees that it will not deny membership or participation to any person on the basis of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2).

**21. EMPLOYMENT NONDISCRIMINATION**

The Association agrees not to discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2).

The Association shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but are not limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising lay-off or termination and selection for training, including apprenticeship. The Association, or any assignee, hereby agrees to post, in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Agreement.

**22. FACILITIES NONDISCRIMINATION**

The Association agrees not to discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2), in furnishing or refusing to furnish to such a person or persons the use of the permitted premises under this Agreement.

**23. NO ASSIGNMENT**

This Agreement shall not be assigned by the Association without the written permission of the City and Trust.

**24. AGREEMENT CONSTRUED AS WHOLE**

The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for, or against, either the Association, the City or the Trust.

**25. COMPLETE AGREEMENT**

This is the complete Agreement between the parties and no additions, alterations, or changes in this Agreement shall be effective unless reduced to writing and signed by all parties hereto.

**26. EXECUTION**

This instrument may be executed in multiple counterparts, each of which shall be deemed on original.

**27. EFFECTIVE**

This Agreement shall be effective upon the signature and approval of all parties.

**28. RELOCATION**

The City and the Trust reserve the right to relocate the Association and to move the permitted premises to another location provided, however, that it is adequately and equally equipped for Association play. All costs associated with the relocation shall be borne by the Association. The Association agrees to relocate within the earliest practical time upon receipt of the notice; however, the Association must vacate the permitted premises within one year of written notice pursuant to a determination by the City and the Trust that the premises are needed for another purpose.

**29. ENVIRONMENTAL**

The Association hereby covenants not to permit or introduce any chemical substance or hazardous material to be brought upon, kept or used in or about the permitted premises by the association, its agents, employees, contractors, or invitees without prior written consent of the City and the Trust which the City and the Trust shall not unreasonably withhold as long as the Association demonstrates to the City and the Trust reasonable satisfaction that such chemical



substance and hazardous material is necessary or useful to the Association's operation hereunder and will be used or kept and stored in a manner that complies with all laws regulating any such chemical substance and hazardous material so brought upon or used or kept in or about the permitted premises. If the Association breaches the obligations stated in the preceding sentence, or if the presence of the chemical substance or hazardous material on the permitted premises caused or permitted by the Association results in contamination or contamination of the water supply of the City, or if contamination of the permitted premises by the chemical substance or hazardous material otherwise occurs for which the Association is legally liable to the City or the Trust for damage resulting therefrom, the Association shall indemnify, defend and hold the City, the Trust, and its officers, agents and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including without limitation, diminution in value of the permitted premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the permitted premises damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the term of this Agreement hereof as a result of such contamination. This indemnification of the City and the Trust by the Association includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, required by a Federal, State or Local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the permitted premises or the water supply of the City. Without limiting the foregoing, if the presence of any chemical substance or hazardous material on the permitted premises caused or permitted by the Association results in any contamination of the permitted premises or the water supply of the City, Association shall promptly take all actions at its sole expense as are necessary to return the permitted premises and or the water supply of the City to the condition existing prior to the introduction of any such chemical substance or hazardous material to the permitted premises; provided that the City Manager's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long term or short term effect on the permitted premises. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

As used herein, the term “chemical substance” means a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term “hazardous material” means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed in the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments hereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

The City and/or the Trust and its agents shall have the right, but not the duty, to inspect the permitted premises at any time to determine whether the Association is complying with the terms of this Agreement. If the Association is not in compliance with the Agreement, the City or the Trust shall have the right to immediately enter upon the permitted premises to remedy any contamination caused by the Association’s failure to comply at the Association’s expense and this Agreement shall terminate immediately without notice, notwithstanding any other provisions of this Agreement. The City and or the Trust shall use its best efforts to minimize interference with the Association’s business but shall not be liable for any interference caused thereby.

### **30. CONCESSIONS**

Any and all concessions, without exception, shall be operated by the Association with all profits going back to the Association. Any subcontractor must be approved by the City. All employee records, sales receipts, profit/loss statements, sales tax withholding reports, etc. are to be kept by the Association and available for the City and/or the Trust and the Department Director or assignee to review upon written request to do so. All activities within the concessions, including all subcontracting activities, are to be compliant with any and all city, state and federal laws and guidelines.

### **31. FORCE MAJURE**

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: Acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service

provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

**32. LAWS**

This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Cleveland County, Oklahoma.

**IN WITNESS WHEREOF**, this Agreement was approved by the Trust this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Association Moore Youth Football Association

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Association President

Association Treasurer

**IN WITNESS WHEREOF**, this Agreement was approved by the City of Moore this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CITY OF MOORE

\_\_\_\_\_

Brooks Mitchell, CITY MANAGER

PARKS & RECREATION DEPARTMENT

\_\_\_\_\_

Sue Wood, DIRECTOR

Attest:

\_\_\_\_\_

Vanessa Kemp, CITY CLERK

Approved as to form and legality the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Brian Miller, CITY ATTORNEY

## VOYA Financial

On September 16, 2024, Steve Conkin of Conkin Financial Group, retirement advisor for the City of Moore, presented a proposal to change the City's retirement plan provider from Empower (formerly Mass Mutual) to VOYA Financial.

In 2023, Mr. Conkin conducted an RFP after the City expressed dissatisfaction with Empower's customer service for both employees and plan sponsors. Five bids were received, and two finalists, VOYA and Nationwide, were invited to present in November 2023. While both providers offered better pricing than Empower, VOYA was selected for its focus on delivering a superior participant experience and better outcomes. Switching to VOYA is expected to save participants over \$9,000 annually across the 401(a) and 457(b) plans at current asset levels.

VOYA will provide record-keeping services, including enrollment, a participant website, customer service, payroll contribution processing, a plan sponsor website, daily valuation of employee accounts, participant statements, and tax reporting.



## Program Highlights and Fee Summary

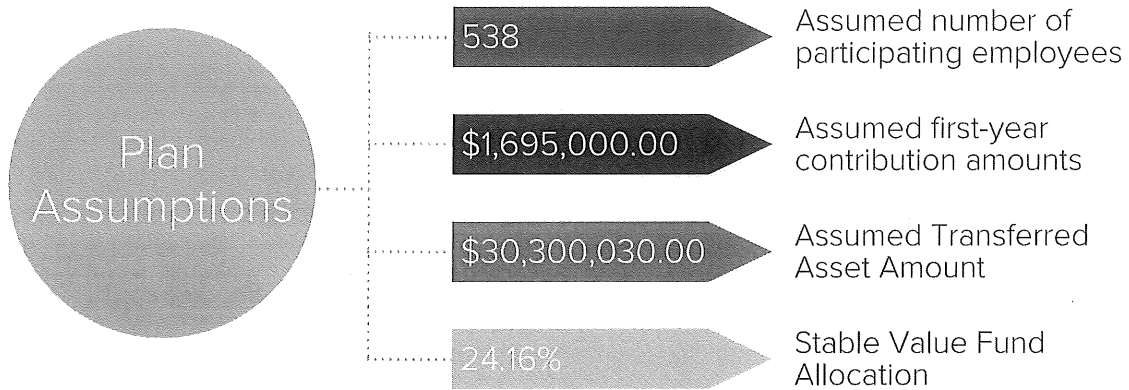
Thank you for your interest in Voya Financial® as the provider for your retirement plan.

With a vision to be America's Retirement Company, we don't just innovate. We innovate with a purpose. We are redefining what it means to be a leading financial services company and work to make a secure financial future possible – one person, one family and one institution at a time.

# Program Highlights and Fee Summary

Voya Framework  
Designed for City of Moore 457(b)

We are pleased to present you with the following proposal, which will remain in effect until December 5, 2024.



Voya assumes use of one of our standard electronic methods of transmitting deposits and allocation instructions. We also assume all plan assets will transfer to the program simultaneously on date of conversion from your current provider.

Our fee quote is based upon certain assumptions about your plan shown above. If the actual transferred asset amount and/or number of participating employees varies 10% or greater from the assumptions above, we reserve the right to adjust the recordkeeping fees and/or Fixed Account credited rate in accordance with our administrative practice within 180 calendar days following the date of the initial transferred asset contribution.

Your pricing detailed above is based on an aggregation of your 2 plan(s).

Voya must be the exclusive provider for the plan. All future contributions to the plan must be directed to Voya and contract exchanges/intra-plan transfers to legacy vendors must be prohibited.

This document generally includes all fees associated with Voya's scope of services. Items not in scope may be subject to ad-hoc fees such as an internal conversion or payments to an auditor. Ad-hoc fees will be communicated prior to any work performed.

Voya's underwriting process requires a client to complete a minimum twelve (12) month period in their current Voya contract prior to converting to another product or plan.

## Your Service Team

Name	Title	Firm name	Phone	Email
Trampus Bright	VP, Institutional Clients	Voya Financial	(720) 371-6441	trampus.bright@voya.com

## Recordkeeping Fees & Fund Revenue Requirement

Type	Amount
Plan Services Installation Charge	\$0.00
Annual Case Fee	\$0.00
Annual Per-Participant Fee	\$0.00
Asset Based Fee (All)	0.50%

The Plan Sponsor Installation Charge is to be paid separately at plan installation.

Plan recordkeeping fees are determined by plan characteristics, such as case sizes, average participant balance, fund menu selected, and compensation paid to sales representatives.

Asset Based Fees are assessed against all core assets in the plan with the exception of the self directed brokerage account and employer stock, if applicable. The fee will be calculated daily and assessed monthly based on average daily core fund balance.

### Fund Management Fees

Fund management fees and other fund operating expenses will apply. These fees depend on the investment option chosen. Please refer to the individual Fund prospectuses or Fund Fact Sheets for fund fee information. A portion of that fee may be paid to Voya as a form of revenue sharing. Please see the information booklet for additional information.

VRIAC reserves the right to increase the installation and recordkeeping charge(s) if the actual characteristics vary materially from the original plan assumptions reflected herein. We also reserve the right to deduct the charge(s) from participant accounts in the event they are not paid by the plan sponsor.

You may consider allocating these charges differently between multiple plans.

## Standard Recordkeeping Services

- Online enrollments
- Participant website, Voya Retire mobile app and toll-free telephone service for enrollment, account inquiries, allocation changes, fund transfers and loan initiation
- Customer Service Representatives to handle participant toll-free phone inquiries
- Payroll processing - electronic format
- Financial education and counseling for terminated or retiring employees.
- Sponsor Website for Plan & participant level access
- Daily valuation of participant accounts
- Daily reconciliation of plan and participant activity
- Weekly, bi-weekly, semi-monthly or monthly contribution / loan repayment processing
- Processing of rollovers and termination distributions
- Quarterly sponsor statements of activity via the Sponsor Website
- Participant quarterly statements, website and Voya Retire mobile app available in English and Spanish
- Provide information to the third party administrator to support their 5500 filing and qualification testing activity
- Loan default monitoring
- Loan Interest Rate monitoring
  
- Personal Rate of Return via the participant website



## Standard Recordkeeping Services continued

- Participant tax reporting
- Maintenance of contribution sources used to house and segregate employer and employee monies for administrative purposes
- Online Administrative Procedures Manual
- Online general purpose loans and distributions
- Paperless or paper loans, withdrawals and distributions utilizing Distributions with EASE (DWE)
- Automated Rehire Tracking

Other Optional Services (conditions may apply):

- Online Beneficiary Maintenance
- Hardship suspension reinstatement
- Contribution Rate Change
- Contribution Rate Escalator
- Automatic Enrollment
- Automatic increase

An independent third-party administrator (TPA) is needed for certain plan administration support services. Please refer to your TPA service agreement for further disclosure concerning their fees and services.

## Additional Services

Type	Amount
Logo on Statements and Confirms (criteria apply)	Included in pricing

## Compensation Paid to Financial Advisor

Type	Amount
Percent of First Year Contributions	0.00%
Percent of Transferred Assets	0.00%
Asset-Based Compensation (starting month 1)	0.25%

Your sales representative has provided us with the above information about the compensation structure that has been agreed upon by you and your sales representative. This compensation structure is reflected in the recording keeping fees. If applicable, Asset Based Compensation is paid monthly. The amount paid is calculated by taking the applicable annual rate divided by 12 multiplied by the contract's value at the close of business on the last business day of the month. The payment of compensation on converted assets will be based on the asset value at the date in which the assets are applied to the new plan. In addition, case surrenders may result in a chargeback of commissions paid for the acquisition and servicing of the plan for certain compensation, certain case characteristics and whether a surrender charge is applicable. The payment of Advisor compensation is determined by the applicable basis point charge and the total dollar amount of a plan's assets held by Voya on the last business day of the month.

## Stable Value / Money Market Investment

You have elected to not offer the Voya Fixed Account as your plan's stable value investment option. Please note that any stable value investment may contain certain provisions with respect to transfer rules, competing investment options and liquidation restrictions. Please refer to the disclosure materials for your selected stable value investment. If applicable.

## Optional Services (fees subject to change)

We offer a breadth of optional plan services that extend beyond the traditional retirement plan offerings. With the expanded service options below, you'll have the added flexibility you need to help you manage your retirement plan and focus on attracting, rewarding and retaining talent.

Service	Fee
Participant initiated wire, overnight mail, stop payment	\$50 per occurrence
Processing of in-service withdrawals, hardship distributions, terminations and Required Minimum Distributions	\$50 one-time charge per disbursement (not applicable for installment payments and 90 day permissible withdrawals under Automatic Enrollment)
Voya's fully integrated Health Savings Account (HSA)	Starting at \$2.50 per participant with a \$100 monthly minimum
Reformatting of data not in our standard format	\$200 per hour
Self Directed Brokerage Account	\$500 per plan year, plus \$50 per participant
Voya Institutional Trust - VITC	\$750 Included in price
Blended Rate Accounting (may not be available to all plans)	\$1,000 initial set-up fee, plus \$1,000 annually per outside carrier

## Optional Services (fees subject to change) continued

Service	Fee
Consulting services, audit support and special assistance	\$200 per hour
Loan Initiation Fee	\$100 one-time charge per loan
Loan Administration Fee	\$25 annually per loan

# Acknowledgement, approval and authorized signatures

I have received a Voya Framework Proposal, Sponsor Information Booklet, Stable Value Fund Disclosure, Fund Fact Sheets and the Voya Framework Fund Performance and Expense Report, which describe the actual or estimated charges, fees, discounts, penalties or adjustments currently in effect and which may be applied in connection with the purchase, holding, exchange or termination. I acknowledge that the assumptions on which the charges are based are accurate and that the fee quote contained in this document supersedes any prior quotes. I understand additional fees may apply to other options selected that may not be disclosed in this document.

Voya and its affiliates are not responsible for any description of the terms of the Program other than the written disclosure material provided by Voya and its affiliates. Any modifications to the written material must be approved by an officer of the Company.

Your sales representative is appointed with Voya. I understand his/her contractual sales agreement with Voya may limit his/her ability to recommend products from other insurers.

Voya is not responsible for the selection or supervision of service providers or fiduciaries to the plan (e.g., Investment Advisors, Recordkeepers, or Third Party Administrators). Where a sales representative of Voya is also a service provider to the Plan or undertakes a fiduciary role, he or she is not acting on behalf of Voya when providing those services or when acting in any fiduciary capacity.

I have received, as applicable, the Stable Value Fund Disclosure Statement and Group Collective Trust.

As a sponsor of a tax qualified plan I am aware that current tax laws provide for deferral of taxation of earnings on plan account balances. I understand that our Plan will be utilizing a Program that is designed to provide features and benefits that may be of value to the Plan, but does not provide for any additional deferral of taxation beyond that provided by the Plan itself.

Voya will recognize only the signature(s) of the Trustee(s)/Named Fiduciary(ies) signing below to authorize fund allocation changes and disbursements. I will notify Voya in writing if any successor or replacement of these individuals occurs in which case Voya will cease to recognize the authority of the replaced individual(s) and will accept the authority of the successor individual(s). As a Trustee/Named Fiduciary, I certify that I have read, understand and agree to the information described herein, and that I am authorized to sign this proposal on behalf of the Plan. My instructions are consistent with the terms of the Plan and I agree to the selections made herein.

**Please Print/Type**

**Signature**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Trustee/Named Fiduciary/Plan Sponsor

\_\_\_\_\_  
Trustee/Named Fiduciary/Plan Sponsor

\_\_\_\_\_  
Trustee/Named Fiduciary/Plan Sponsor

\_\_\_\_\_  
Trustee/Named Fiduciary/Plan Sponsor

\_\_\_\_\_  
Date

## Pension Solutions Inc.

During Mr. Conkin's proposal on September 16, 2024, he advised contracting with Pension Solutions Inc. (PSI) as the plan's Third Party Administrator (TPA).

In November 2023, PSI presented its services, which include reviewing plan provisions, conducting compliance testing and reviews, preparing plan documents, assisting with the transition from Empower to VOYA, supporting employee eligibility for vesting and contributions, and facilitating plan benefit payments such as loans and withdrawals.

Currently, Empower handles these services but prioritizes their interests over the plan's. Engaging a separate TPA will streamline plan operations for the City and ensure participants maximize their benefits.

## AGREEMENT FOR ADMINISTRATIVE SERVICES

**THIS AGREEMENT FOR ADMINISTRATIVE SERVICES**, including the Fee Schedule Addendum is entered into as of November 1, 2024 (“Effective Date”) by and between Pension Solutions, Inc., an Oklahoma corporation (“PSI”) and the City of Moore, a municipality incorporated in accordance with Title 11 of the Statutes of the State of Oklahoma (the “City”). (Hereinafter, this Agreement for Administrative Services and the Fee Schedule Addendum shall be collectively referred to as the “Agreement” and reference to the Fee Schedule Addendum specifically shall be referred to as the “Addendum.”)

**WHEREAS**, pursuant to a duly adopted resolution, the City has approved the adoption of the The City of Moore Retirement Plan, a qualified retirement plan (the “Plan”), which Plan was adopted in accordance with Section 401(a) of the Internal Revenue Code (the “Code”) and applicable law regarding state and local qualified retirement plans; and

**WHEREAS**, in accordance with the adopting resolution, the City is the Plan Sponsor of the Plan and appointed itself the Plan Administrator of the Plan and as such is responsible for performing all actions necessary to carry out the administration of the Plan in accordance with applicable law; and

**WHEREAS**, pursuant to a duly adopted resolution and a separate trust agreement, the City has named and appointed \_\_\_\_\_ and \_\_\_\_\_ to serve as Plan fiduciaries and trustees of the Plan; and

**WHEREAS**, the Plan Administrator desires to engage PSI to perform certain third-party administrative services for the Plan and PSI agrees to perform certain administrative services for the Plan in accordance with this Agreement and applicable law; and

**WHEREAS**, this Agreement serves to satisfy the disclosure requirements to plan sponsors , if any, in accordance with 26 U.S.C. 401, *et seq.*, and the Code.

**NOW THEREFORE**, the City, the Plan Sponsor, the Plan Administrator, and PSI agree as follows:

### **1. Scope of Services**

PSI agrees to perform the administrative services and only those services set forth in this Agreement (the “Services”). PSI is not responsible for any services rendered, or to be rendered, on behalf of the Plan by any party prior to the date of this Agreement, or for any services that PSI has not specifically agreed to perform on behalf of the Plan. Pursuant to this Agreement, PSI is serving as a third-party administrator for the Plan. PSI is not the Plan Administrator, as the term “plan administrator” is defined by the Plan and is not a fiduciary with respect to the Plan. The Plan Administrator specifically acknowledges that PSI provides no investment advice whatsoever, and has no authority, discretionary or otherwise, over Plan assets or administrative decisions.

## **2. Fees**

The Plan Administrator agrees to pay PSI the administration fees and other fees for the Services rendered through the date of termination of this Agreement in accordance with Addendum. In addition to the fees set forth in this Agreement, the Plan Administrator agrees to pay PSI for any services performed by PSI that are in addition to the Services expressly stated in this Agreement, if such services are requested by the Plan Administrator, pursuant to the provisions of Addendum, "Extraordinary Services," or pursuant to an agreement for additional services outside the scope of this Agreement, which may be entered into by the Plan Administrator and PSI for mutually agreed upon fees and costs.

The Plan Administrator acknowledges that PSI may also receive compensation indirectly ("Indirect Compensation") from sources other than the Plan Administrator or from Plan assets in connection with the Services as described in Addendum. Any Indirect Compensation received by PSI shall be in addition to and separate from the fees payable pursuant to Addendum. PSI represents that it will not receive any compensation, direct or indirect, for the Services provided in accordance with this Agreement, except for Indirect Compensation as defined and disclosed herein and the fees disclosed on Addendum. In addition to continuing monthly, quarterly, semi-annual, or annual fees referenced on Addendum, PSI will invoice associated fees and costs for the Services after such Services are completed. Payment of invoices should be received by PSI within thirty (30) days of the invoice date. If payment is not received in full within thirty (30) days, PSI reserves the right to impose late fees in accordance with Addendum and deduct such late fees and any amounts owed from the Plan assets. Pursuant to this Agreement, the Plan Sponsor on behalf of the Plan is the surety of payment for all fees and costs for the Services should the Plan Administrator fail to remit timely payments in full for the Services provided by PSI.

## **3. Term**

This Agreement is in force as of the Effective Date and shall continue in effect until terminated by either PSI or the Plan Administrator upon written notice of not less than thirty (30) days. PSI shall not be responsible for the performance of the Services, including the maintaining of the Plan Administrator's files after the date of the termination of this Agreement.

## **4. Confidentiality**

PSI and the Plan Administrator may disclose certain business, financial, technical, intellectual property, materials, data, and other information to each other. All such non-public information that has been identified or otherwise designated as confidential or proprietary information or that is otherwise subject to safeguards or protection under applicable law shall be considered "Confidential Information." The receiving party shall use Confidential Information solely for the purposes of rendering the Services pursuant to and in accordance with this Agreement and shall not, without the prior written consent of the other party, disclose any Confidential Information to any third party, except as may be disclosed as required by law, regulation, order of a court of competent jurisdiction or regulatory authority with subject matter jurisdiction. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark, service mark, or other intellectual property of the other party, except for the use of Confidential Information that is expressly permitted herein. PSI and the Plan Administrator acknowledge that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial harm to the party that provided such Confidential Information initially for which damages would not be a fully adequate remedy.

## 5. Timeliness of Data

Timely processing of information is essential to the proper administration of the Plan and avoids costly adverse consequences with regard to Plan compliance. The Plan Administrator will provide the information requested by PSI within ten (10) days of PSI's request. PSI is not responsible for any delinquent filings, penalties, fines, or taxes that result from the failure of the Plan Administrator to timely provide PSI with the requested information or as the result of the suspension of the Services due to delinquent payment of any invoiced fees. PSI is not responsible for the performance of any of the Services until and unless the information requested is received by PSI.

## 6. Responsibilities of Plan Administrator

- (a) The Plan Administrator represents that it is the primary fiduciary for the control and management of the assets of the Plan, including, without limitation, the selection and monitoring of service providers for the Plan, interpretation of Plan provisions, evaluation of claims made by participants, eligibility of participants, ensuring the Plan complies with the applicable provisions of federal and state law, selection of any qualified default investment alternative, and all other plan administrator responsibilities. The Plan Administrator may elect to have certain fees for the Services deducted from Plan assets, and it is the responsibility of the Plan Administrator to determine whether Plan assets may be used to pay any particular fee. The Plan Administrator further represents that an unsigned copy of this Agreement and Addendum serves as a disclosure of certain fees as of the date this Agreement was provided to the Plan Administrator. Furthermore, the Plan Administrator acknowledges that such fees may change from time to time.
- (b) The City will provide PSI with requested information on a timely basis. PSI will rely on information provided by the City or its representatives, including third-parties, and will have no responsibility to independently verify the accuracy of the information. PSI assumes no responsibility to acquire information other than to request it from the City and will not be liable for any errors or omissions made as a result of incomplete or incorrect information provided by the Plan Administrator. Additional services that need to be performed or revised due to incomplete or inaccurate data furnished by or on behalf of the Plan or the City will be subject to additional fees. Information and data requested by PSI shall be provided by the City or its agents within thirty (30) days or by the date referenced in PSI's request for information or as required by governing law. The City will be responsible for all consequences, including but not limited to, penalties and/or sanctions imposed by the Internal Revenue Service ("IRS"), the United States Department of Labor ("DOL"), and any other local, state or federal governing authority.
- (c) The Plan Administrator shall provide PSI a census of all City employees within thirty (30) days of the end of the Plan Sponsor's fiscal year regardless of any respective employee's eligibility to participate or actual participation in the Plan. Such census information ("Census Information") shall include:
  - each employee's first and last name;
  - each employee's social security number;
  - each employee's date of birth;
  - each employee's date of hire; and,
  - as applicable the date of separation from employment ("Census Information").



For the purpose of this paragraph, "employee" shall include all employees and/or prior employees with or without plan assets maintained through the Plan's current custodian and/or a prior custodian or other investment arrangement. In addition, the Plan Administrator shall provide PSI Census Information as soon as possible regarding all new employees and the termination/retirement date of employees that have separated from employment.

- (d) As applicable, the City is responsible for ensuring that funds are actually and properly contributed to the Plan's custodial account and/or to Plan participants' individual custodial accounts as required:
- for tax deductibility; and
  - to satisfy applicable minimum funding standards for pension plans; and
  - to ensure employee deferrals and loan payments are deposited within the time parameters required by the DOL and applicable law.

PSI has no obligation to monitor Plan contributions or to ensure that such contributions or loan payments are timely contributed to the Plan's custodial account and/or to Plan participants' individual custodial accounts.

- (e) Fees, costs, charges, additional contributions, refunds of employee deferrals, or any other penalties imposed by the Internal Revenue Service ("IRS"), DOL or other governing entity are the sole responsibility of the Plan and Plan Sponsor. In accordance with the fees and costs referenced on the Addendum, PSI may be engaged to represent the Plan during an examination conducted by applicable governing authorities or elective audits conducted by private auditing entities.
- (f) The Plan Administrator will be responsible for providing the notices and information required by law to Plan Participants, including, without limitation, notices and distribution forms, as well as obtaining applicable signatures on distribution forms.
- (g) The City will be responsible for ensuring PSI is authorized to conduct business on behalf of the City for the Services provided herein and shall promptly execute such forms of custodians/recordkeepers and PSI, as are necessary and appropriate.
- (h) The Plan's operation and tax qualification is affected by other plans sponsored by the Plan Administrator and/or Plan Sponsor. The Plan Administrator is responsible for informing PSI of other potentially related plans or entities (including controlled groups and affiliated service groups), and any change in such information.

## **7. Administrative Services**

The following sets forth the Services to be performed by PSI under the terms and conditions of this Agreement:

- (a) Takeover/Installation services for transition to PSI, including review of plan provisions, compliance review with the Plan's recordkeeper, and completion of installation forms and documents.
- (b) Assistance with conversion of plan assets from another service provider (if applicable).

- (c) Perform census data requests and analyze census data from custodian(s) and/or Plan Administrator.
- (d) Routine required Plan compliance testing as applicable.
- (e) Assistance in the Plan Administrator's determination of participant eligibility, vesting and eligibility to receive employer contributions.
- (f) Interface with custodial websites of active investment arrangements to facilitate administration and benefit payments.
- (g) Routine calls and inquiries relating to the Services.
- (h) Assisting with Plan participant communication materials.
- (i) Assistance in processing benefit payments.
- (j) Preparation of plan design studies at request of Plan Sponsor or Plan Administrator.
- (k) As requested by the Plan Administrator, attend two (2) semi-annual meetings with the City. As necessary in connection with the Services, attendance at additional meetings at the rates contained in the Addendum.

**8. Limitation on Liability and Indemnity Provisions**

- (a) General. Plan Administrator agrees that the only responsibilities of PSI hereunder are to render the Services provided in this Agreement. In no event shall PSI be responsible for delays or failures in the performance of its duties that are caused by or result from acts of God, epidemics/pandemics; declarations of martial law, acts of war or terrorism; pulses/transient electromagnetic disturbances derived from or caused by a natural phenomenon/disaster, artificial intelligence and/or human actions (deliberate, negligent, or passive); failures of utility providers including communication network failures; events of fire or other casualty; software and/or hardware malfunctions originating from malware or other computer viruses; the failure of the Plan Sponsor or its assignees/agents, including, but not limited to, the Plan Sponsor's accountants, legal representatives, or other persons or entities engaged or representing the Plan Sponsor, or, any other circumstances or events beyond the control of PSI. The City and Plan Sponsor agree to ensure the performance of the Plan Administrator's obligations, responsibilities and duties contained in this Agreement, including the payment of fees and costs, and, to hold PSI harmless for any failure of the Plan Administrator to perform its duties and responsibilities in accordance with this Agreement as amended from time to time.

- (a) Payment for Response to Subpoenas and Document Production Requests. In the event that PSI and/or any of its employees, officers, directors or agents receive a subpoena to provide testimony, or to produce documents, in connection with any judicial or quasi-judicial proceeding, relative to services provided by PSI pursuant to this Agreement, the Plan Administrator agrees to pay PSI an amount equal to the actual out of pocket expenses associated with producing said documents and/or appearing at said proceeding, and to pay to PSI an hourly fee for all time incurred by PSI personnel or its agents in preparing for and appearing at said proceeding, and for preparing documents to be produced, pursuant to Addendum, "Extraordinary Services."
- (b) Non-representation. PSI is not a tax advisor; nor, the Plan Administrator as defined in ERISA. PSI may make recommendations to the Plan Administrator or Plan Sponsor; however, in no way should such recommendations be relied upon in lieu of advice and counsel from the Plan's certified public accountant and/or licensed attorney.

## 9. General Provisions

- (a) Amendment. The Plan Administrator may not amend or modify this Agreement except in writing signed by both parties. PSI may amend and modify this Agreement from time to time by providing not less than sixty (60) days advance written notice to the Plan Administrator; provided, however, that if the Plan Administrator objects to any such amendment or modification, it may exercise its termination rights under this Agreement.
- (b) Communications. The exchange of information between the parties regarding the implementation and administration of the Plan may be effectuated via the parties' designated email addresses or PSI's client portal. If the City elects not to exchange information by email or through the client portal, the City may be billed for the delivery of hardcopy documents according to the Addendum. Except as required in accordance with Section 9(e) - Event of Default, PSI may elect to deliver invoices, past due information, and other related items via email or through the client portal.
- (c) Interpretation. This Agreement is not assignable by either party hereto without the prior written consent of the other party. Section and other headings are for reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and assigns. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.
- (d) Severability. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

(e) Event of Default. An Event of Default shall occur if any party fails to perform its responsibilities, duties, and obligations contained in this Agreement and such Event of Default is not remedied within sixty (60) days upon delivery of written notice by the injured party to the offending party in accordance with the notice requirements contained in this Agreement. Notice of an Event of Default by electronic means shall be deemed non-delivered. Written notice of an Event of Default by an injured party must include the following:

- i. The Event of Default being alleged by the injured party; and
- ii. The date the Event of Default occurred; and
- iii. The date the injured party discovered the Event of Default; and
- iv. Evidence supporting each alleged Event of Default stated in the written notice; and
- v. The total actual damages sought, including, relief of the offending party to perform certain responsibilities or duties contained in this Agreement; and
- vi. The date the alleged Event of Default must be remedied by the offending party, which date shall not be less than sixty (60) days from the delivery of the written notice.

(f) Notice. Any and all notices required or permitted under this Agreement between the parties hereto shall be sufficient in all respects if: (i) reduced to writing; and, (ii) provided to the other party or parties not less than thirty (30) days prior to the effective date of the notification. Delivery of any notice is effective if:

- (i) delivered personally; or
- (ii) mailed by registered or certified mail, return receipt requested and postage prepaid; or
- (iii) delivered via a nationally recognized overnight courier service.

Delivery shall be made to the addresses set forth in this Agreement under the signatures of the parties or to such other address as either party may designate in writing to the other pursuant to Section 9(b) above.

(g) Arbitration. If this Agreement is breached or a party fails to perform its responsibilities, duties, and obligations contained herein and such breach or default is not cured and the injured party is not made whole within sixty (60) days upon delivery of written notice as provided herein, then such injured party may seek a settlement and remedies for damages by initiating a proceeding to arbitrate the matter pursuant to the rules and standards of the American Arbitration Association with such proceeding occurring in Oklahoma City, Oklahoma County, Oklahoma. The parties to this Agreement mutually agree as follows regarding the settlement of any dispute or damages through arbitration:

- i. The injured party must have provided the opposing party written notice of the claimed default, damages, and the requested remedy within no less than sixty (60) days from the delivery of such written notice for the opposing party to cure such default and make acceptable restitution.
- ii. Each party shall pay for its own costs and expenses incurred to arbitrate any dispute among the parties.
- iii. The arbitration shall be final and binding on all parties.

- iv. Judgment of an arbitrator's award may only be entered in a court having jurisdiction pursuant to this Agreement.
  - v. The parties waive their right to a jury trial.
  - vi. The arbitrator's award is not required to include factual findings or legal reasoning.
  - vii. Any party's right to appeal or seek modification of an arbitrator's award is strictly limited.
  - viii. The panel of arbitrators selected to arbitrate a settlement will typically include a minority of arbitrators who are familiar with governmental non-ERISA plans and the professional retirement plan industry, specifically plan administration.
  - ix. By law, an arbitration agreement does not preclude a party from seeking settlement of a dispute and/or remedies for damages in small claims court.
- (h) Governing Law and Forum Selection. Except for the application of Section 9(g) above, this Agreement shall be governed by and construed according to the laws of the State of Oklahoma, without reference to conflict of law principles, except to the extent federal law preempts state law. The exclusive forum for any dispute between PSI, the City, the Plan Sponsor, and the Plan Administrator and/or the Plan that arises out of or relates to this Agreement shall be a court of competent jurisdiction in Oklahoma County, Oklahoma.
- (i) Cybersecurity. PSI disclaims any responsibility for cybersecurity issues, including breaches related to the custodial and recordkeeping providers of the Plan. Furthermore, PSI is not liable for any damages to the Plan, Plan Sponsor, or any Plan participant that arise from the actions or omissions of the Plan Sponsor, Plan Administrator, or other parties in failing to adhere to the cybersecurity protocols established by PSI, which may be subject to amendments and revisions from time to time.
- (j) Disclosures Required by DOL Reg. 2550.408b-2(c). The disclosures set forth in this Agreement constitute all of the disclosures required to be made by PSI pursuant to the provisions of 29 C.F.R. §2550.408b-2(c), regardless of whether this document is signed on behalf of the Client.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed and effective as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

PSI:

Pension Solutions, Inc.  
9116 North Kelley Avenue  
Oklahoma City, OK 73131

By: \_\_\_\_\_  
Geoffrey O. Stallings, President

City:

City of Moore  
301 N. Broadway Avenue  
Moore, Oklahoma 73160

By: \_\_\_\_\_  
Mark Hamm, Mayor

By: \_\_\_\_\_  
Christine Jolly, Human Resource Director

Plan Sponsor:

By: \_\_\_\_\_  
Mark Hamm, Mayor

By: \_\_\_\_\_  
Christine Jolly, Human Resource Director

Plan Administrator:

By: \_\_\_\_\_  
Mark Hamm, Mayor

By: \_\_\_\_\_  
Christine Jolly, Human Resource Director

## FEE SCHEDULE ADDENDUM

### II. EMPLOYER/SPONSOR PAID FEES

- **Installation/Conversion Services Fee - Waived.** The Installation/Conversion Services Fee is a *one-time* fee that includes initial enrollment materials and preparation of the Plan document and Summary Plan Description. The Installation Service Fee also covers the data setup/transfer procedure.
- **Restatement Fees – To Be Determined.** Plan Document Restatement Fees cover the preparation and provision of a plan adoption agreement, basic plan document, summary plan description, trust agreement, and other plan documents as approved by the Internal Revenue Service (“IRS”). Plan restatements are statutorily required every 5 to 7 years or at the election of the Plan Sponsor.
- **Plan Document Fee.**

Please affirmatively select either **Option A** or **Option B** described below by placing the word “**yes**” in the blank field next to your preferred service and billing option and placing the word “**no**” in the blank field next to the service and billing preference you are declining. If for any reason an option is not selected, administrative services will be provided under Option A.

#### \_\_\_\_\_ **Option A**

##### **Fixed Document Pricing for Plan Amendments/Restatements - \$50.00 per quarter.**

The Fixed Document pricing of \$50.00 per quarter provides:

- For the preparation of all discretionary and non-discretionary (statutory and good-faith) Plan Amendments. (Discretionary Plan Amendments are prepared based on information received from the Plan Sponsor or Plan Administrator.)
- Reduction of not less than fifty percent (50%) for fees and costs associated with statutory restatements prepared after the Effective Date as required every 5 to 7 years. Fees for elected restatements due to business practices, mergers and acquisitions, dissolution of multiple employer plans, etc. will not be reduced.
- All quarterly invoices for work performed after the Effective Date, will include a line item of \$50.00.
- Failure to regularly pay the quarterly predetermined pricing may result in the assessment of fees and costs in accordance with Option B below.
- Fixed Document pricing does not waive or reduce the costs associated with the preparation of Plan documents for the termination and/or liquidation of the Plan.
- Fixed Document pricing does not waive or reduce costs associated with Extraordinary Services as listed herein, including applicable Rush Fees.

## FEE SCHEDULE ADDENDUM

### Option B

**Fee-for-Service Document Pricing for Plan Amendments/Restatements - \$250.00 minimum fee.** All plan Amendments are prepared based on information received from the Plan Sponsor or Plan Administrator. A minimum fee of \$250.00 is charged for a single provision plan amendment. Additional amendments are billed in accordance with hourly rate charged for Extraordinary Service fees listed herein, in addition to any applicable Rush Fee. Fees and costs for plan restatements will be provided in accordance with applicable law and industry practices.

- **Loan Policy Document/Implementation Fee - \$250.00.** A *one-time* fee of \$250.00 will be invoiced to the Employer for preparation of loan policies and procedures and implementation of a loan policy and loan services. The Loan Policy Document/Implementation Fee does not apply to the Plan if a loan policy was implemented prior to Cycle 3 Plan restatement. The Loan Policy Document/Implementation Fee applies to the adoption of a loan policy subsequent to the Cycle 3 restatement of the Plan documents.
- **Extraordinary Services - \$85.00-\$325.00 per hour for services rendered based on level of expertise.** No fees for Extraordinary Services are invoiced for work performed without authorization of the Employer/Sponsor or the Plan's designated Plan Administrator except for the following:
  - Extraordinary Service Fees will apply for the preparation of the necessary and appropriate extensions regarding all filing with the Department of Labor ("DOL") or the Internal Revenue Service ("IRS") including, but not limited to the calculation of penalties for late remittance of deferrals and associated excise tax return, if any. The minimum fee charged for such Extraordinary Services is \$150.00 for the first hour worked. Services rendered outside the initial first hour will be invoiced at the hourly rates associated with the level of expertise required.
  - PSI reserves the right to charge a Rush Fee regarding the performance of services that do not provide sufficient time to comply with statutory notice requirements, including, but not limited to the preparation of plan documents, communications and filings with governing jurisdictions, communication with other service providers of the District and interested parties.
  - Manual manipulation of census information submitted to PSI that is not contained in a Microsoft Excel spreadsheet or other electronic format compatible with Microsoft Excel. An hourly rate of \$85.00 to manually enter census data, perform extensive modifications to submitted materials, or convert data into a format compatible with Microsoft Excel will be assessed and invoiced.
  - As may be applicable to the Plan, Extraordinary Service Fees will apply for assisting independent third-parties conducting an annual audit of the Plan. The minimum fee charged for such Extraordinary Services is \$250.00 for the first one and one-half hours worked. Services rendered outside the initial first one and one-half hours will be invoiced at the hourly rates associated with the level of expertise required.



## FEE SCHEDULE ADDENDUM

- Transfer of the Plan to a funding successor or termination of the Plan will incur a Deconversion Fee of not less than \$250.00. This fee covers the cost of providing Plan records and acting as a liaison between the Plan Sponsor and the new funding provider. The Plan Sponsor may request other services related to the deconversion or termination of the Plan, including, but not limited to, preparation of participant notices and distribution options. Such services are performed at an hourly rate of \$85.00 to \$325.00, plus other costs such as delivery by private carrier or reproduction of documents.
- Secretarial and support functions such as data input, formatting of data, preparing participant mailings, assisting or setting up administrative options on custodial websites, etc. are performed at an hourly rate of \$85.00.
- Actual fees and costs of attorneys, certified public accountants, and other professionals engaged to assist and/or represent PSI in the preparation or appearance of any proceeding, including, but not limited to, an administrative hearing, a federal or state court proceeding, or a proceeding before any government body or self-regulating body with jurisdiction to hear the subject matter as related to services provided by PSI pursuant to the Agreement for Administrative Services and this Fee Schedule Addendum.
- The posting of payroll contributions and loan payments for the benefit of participants via a custodial platform website or required manual procedures, including, but not limited to, hardcopy forms and spreadsheets. A fee of \$35.00 is assessed for each contribution file processed and submitted by PSI. As of January 1, 2023, the processing and submitting of payroll contributions will require the Plan Sponsor to execute a hold harmless agreement for the benefit of PSI.

Extraordinary Services for which authorization will be necessary include, but are not limited to: discretionary plan amendments (unless Option A has been elected by the Plan Sponsor), redetermination and preparation reports for employer purposes or participant statements due to client's error, unusual travel, overnight mailing or private delivery service, plan termination fees other than Deconversion fees, work performed in connection with forced distributions, and depositions of PSI employees. Plan documents must be restated from time to time, and PSI will seek the employer's approval and disclose the restatement fee prior to initiating and completing any plan restatement.

### III. EMPLOYEE/PARTICIPANT PAID FEES

- **Annual Plan Administration Fee Equal to 0.05% of the Plan Assets.**  
Employee/Participant Annual Administration fee is equal to 0.05% of the Plan assets, which amount is deducted from Voya Retirement Insurance and Annuity Company's general assets/Plan Assets (see Section IV for additional details).
- **Transaction Based Fees.** Employee/Participant transaction-based fees include the following:
  - Distribution Fee – \$85.00 will be deducted from the participant's account to process a distribution.

## FEE SCHEDULE ADDENDUM

- Loan Processing Fee - \$125.00 will be deducted from the participant's account to process a loan.
- **Extraordinary Services - \$125.00 per hour for services rendered.**
  - Review of Qualified Domestic Relations Order(s) (QDRO) and related services are billed to the participant and/or deducted from participant's Account. Fees incurred for QDRO related services are solely deducted from the plan participant's benefits and are **not** prorated between the plan participant and alternate payee unless specifically stated in the approved QDRO.

### IV. OTHER FEES AND INDIRECT FEES

- **Late Fees**
  - A late fee, not to exceed \$35.00, will be assessed for all invoices that are past due by thirty (30) days or more.
  - Past due amounts, including applicable late fees, that are sixty (60) days or older will be deducted from participant accounts (plan assets) on a pro-rata basis.
- **Reproduction of Documents Fee – \$0.35 per page:**
  - Hardcopies of Plan records provided upon request of Employer/Sponsor or Plan Administrator.
  - Hardcopies of Plan records requested or required during the performance of any Extraordinary Service.
- **Private/Premium Delivery Fees – not less than \$25.00 per package:**
  - Private/premium delivery fees in the continental United States may be provided for a fee of not less than \$25.00 per package. It is the Plan Sponsor's responsibility to inquire about current private/premium delivery fees.
  - PSI shall designate the private/premium carrier.
- **Incentive Payments.** Payments may be received from VRIAC based on agreed goals such as production, assets, and retention. This payment is indirect and is not deducted from Plan Participant assets. Payments are calculated monthly and paid quarterly by VRIAC out of VRIAC's general assets. The contract fees that a particular Plan pays to VRIAC are not adjusted based on whether the Plan's Third-Party Administrator ("TPA") participates in VRIAC's Partnership Program. If applicable, the amount of Partnership Program payments received by a TPA and attributable to a plan will be disclosed on a schedule to Form 5500 for such Plan's plan year.

# FEE SCHEDULE ADDENDUM

Notes: Any changes to the fees disclosed herein will be communicated to the Plan Administrator and/or Plan Sponsor no later than sixty (60) days after the change becomes effective.

PSI is not a tax advisor or a Plan Administrator as defined in Employee Retirement Income Security Act of 1974, nor is PSI acting in a fiduciary capacity or as a fiduciary to the Plan, Plan Participants, Plan Administrator(s), Plan Trustee(s), or Plan Sponsor(s). In no way should the recommendations of PSI be relied upon in lieu of the advice and counsel of the Plan's certified public accountant or attorney. PSI does not provide legal advice, including advice with regard to Internal Revenue Code and related regulations (United State Federal Tax Law).

This document is intended to assist Plan Sponsors in complying with the regulations promulgated under Internal Revenue Code Section 408(b)(2).

PSI is independent with respect to VRIAC, and its affiliates.

Any Employer paid fees may be deducted from the Plan's forfeiture and/or retainer accounts (to the extent available) or Participant accounts if invoices are not paid pursuant to PSI's *Overdue Invoice Policy*.

## V. ELECTRONIC DELIVERY AND ELECTRONIC SIGNATURES

As allowed by applicable law and as possible, documents will be delivered by email to the email address(es) of the signatories of record for execution by officials, assignees, agents, and representatives of the Plan Sponsor. It is the responsibility of the Plan Sponsor to notify PSI of any changes or revisions of signatories and/or email addresses. Unless directed otherwise in writing or prohibited by law, the Plan Sponsor acknowledges and accepts the delivery of documents via the email address(es) of record in accordance with the Agreement for Administrative Services and this Addendum.

Read and accepted on behalf of the Employer, City of Moore, in the capacity as both Plan Sponsor and Plan Administrator by the Employer's Mayor and Human Resource Director, respectively, as of the Effective Date first written above:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Hamm, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christine Jolly, Human Resource Director

## OVERDUE INVOICE POLICY

The City of Moore Retirement Plan (“Plan”)

Effective Date: November 1, 2024

1. All invoices are prepared in accordance with the fees and costs approved by the Plan Sponsor as listed on the Fee Schedule Addendum.
2. All invoices are due within thirty (30) days of the date of the invoice, including invoices delivered by email.
3. A late payment of \$35.00 applies to all payments made thirty (30) days after the invoice date.
4. In accordance with the Agreement for Administrative Services and the Fee Schedule Addendum, the balance due on invoices aged more than sixty (60) days will be deducted first from available forfeitures then from the accounts of Plan participants. It is the Plan Sponsor’s responsibility to ensure the necessary plan participant fee disclosures are timely prepared and delivered to plan participants. In accordance with the Extraordinary Services listed in the Fee Schedule Addendum, the Plan Sponsor may engage Pension Solutions to prepare and/or deliver the required disclosures.
5. Deductions from participant accounts for plan administrative expenses cannot be reversed.
6. Failure to receive a reminder or late payment notice from Pension Solutions will not cure non-payment of invoices sixty (60) days or older.
7. If Pension Solutions is unable to deduct the amount owed from participant accounts for amounts due that are sixty (60) days or older, Pension Solutions reserves the right to refer your account for collection.
8. For questions regarding invoices and payments, contact your Plan Administrator, Lindsay Kyle, by email at 401k@pension-solutions.net.
9. All checks are to be made payable to Pension Solutions, Inc.
10. Payments and related correspondence are to be delivered to: Pension Solutions, Inc., Attn: Accounts Payable, 9116 N. Kelley Avenue. Oklahoma City, OK 73131.

Read and accepted on behalf of the Employer, City of Moore, in the capacity as both Plan Sponsor and Plan Administrator by the Employer’s Mayor and Human Resource Director, respectively, as of the Effective Date first written above:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Hamm, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christine Jolly, Human Resource Director

## Standard Insurance Company

The transition from Empower to VOYA Financial as the City's retirement plan provider involves moving the fixed account, a capital preservation product that guarantees principal and credited interest for eligible withdrawals and transfers. Empower applies a Market Value Adjustment (MVA) fee when changing providers, and moving a fixed account carries a risk of loss.

To address this, the Group Annuity Contract with Standard Insurance Company (SIC) will transfer the fixed account to their APEX Guaranteed Fixed Interest Fund. SIC will pay the MVA fee upfront and recover the cost by reducing the fund's gross interest rate by 1.45% annually until fully repaid but for no longer than 8.5 years. Once repaid, the gross rate will return to the prevailing rate, currently 5.15%.

This change is projected to generate an additional \$3,600 in annual interest for participants.

**STANDARD INSURANCE COMPANY**  
**Retirement Plans Division**  
**1100 S.W. 6<sup>th</sup> Avenue, Portland Oregon 97204**  
**(P.O. Box 711, Portland Oregon 97207)**  
**GROUP ANNUITY CONTRACT**

**CONTRACTOWNER:** The City of Moore  
**CONTRACT NO.:** 819359  
**CONTRACT DATE:** January 6, 2025  
**PLAN:** The City of Moore Deferred Compensation Plan 401(a)  
**GUARANTEED FUND:** APEX Guaranteed Fixed Interest Fund  
**JURISDICTION:** Oklahoma

This Contract, between Standard Insurance Company (referred to as we, us and our) and the Contractowner named above (referred to as you or your), is effective on the Contract Date stated above.

This Contract is governed by the laws of the jurisdiction listed above.

This Contract allows your Plan to invest Plan funds in the Guaranteed Fund named above (the "Fund") and to purchase annuities, all in accordance with the Plan and this Contract.

We have issued this Contract based on your application and the representations contained therein.

Standard Insurance Company



\_\_\_\_\_  
President and CEO



\_\_\_\_\_  
Secretary

Dated: August 20, 2024

The Contractowner agrees, as indicated by the signature(s) below, to all of the terms set forth in this Contract and your Contract Application.

The City of Moore

By: \_\_\_\_\_  
Signature

Address:  
301 N Broadway Ave  
Moore, OK 73160

By: \_\_\_\_\_  
Print Name & Title

Dated: \_\_\_\_\_

**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

TABLE OF CONTENTS

ARTICLE I    DEFINITIONS .....1

ARTICLE II    FUND ACCOUNT .....2

ARTICLE III    WITHDRAWALS .....3

ARTICLE IV    PURCHASE OF ANNUITIES .....4

ARTICLE V    DISCONTINUANCE OF THIS CONTRACT .....5

ARTICLE VI    MARKET VALUE ADJUSTMENT EQUALIZER .....6

ARTICLE VII    GENERAL CONDITIONS .....7

## ARTICLE I DEFINITIONS

- A. **“Account”** is the bookkeeping record we establish to record your interest in the Fund under this Contract.
- B. **“Contract”** means this Contract between you and us, including your application.
- C. **“Contract Date”** is the effective date of this Contract, as listed on the Contract face page.
- D. **“Competing Fund”** is any Plan investment option (other than the Fund) offered to Participants that is a money market mutual fund; stable value fund; cash equivalent fund; short term bond fund; any principal protected fund or fund with a guarantee of principal or interest. Our reasonable determination that a Plan investment option is a Competing Fund is binding on all parties affected by this Contract.
- E. **“Contractowner”** is the party named on the Contract face page, or their successor in interest. The Contractowner is referred to as “you” and “your.”
- F. **“Home Office”** means our address listed on the Contract face page.
- G. **“Fund”** means the general account investment choice we offer under this Contract, and that you have chosen to fund your Plan. The Fund’s name is listed on the Contract face page.
- H. **“Market Value Adjustment”** is a charge which may be deducted from the amounts you withdraw from the Fund, other than Benefit Withdrawals, as described in Article III. The Market Value Adjustment is calculated by multiplying the Withdrawal amount by an adjustment factor, using the Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial BBB 5-Year Index as of the last day of the month prior to the withdrawal (the “Index”). The Market Value Adjustment factor equals the lesser of 1.0 or A divided by B, where:
- “A” equals the current price of a 5-year bond paying interest over a rolling average of the Index, and;
  - “B” equals the par value of a 5-year bond paying interest at the current value of the Index.
- The period used to calculate the rolling average in “A” is the lesser of (1) the number of years since Vintage inception, rounded up to the next whole year, multiplied by 0.5 and (2) 3 years.
- If the Index ceases to be published or if in our determination the Index becomes inappropriate for the administration of this Contract, we will select an appropriate replacement Index and notify you of this change.
- I. **“Minimum Guaranteed Rate”** is 1.00% per year.
- J. **“New Money Rate”** is an interest rate established semi-annually by Standard and is based on expected yields on newly acquired investments.
- K. **“Participant”** is any person who is participating in a Plan.



- L. **“Plan”** is the retirement plan you maintain that is listed on the Contract face page. We are not a party to the Plan. Our obligations are limited to those described in this Contract.
- M. **“Plan Administrator”** means the Plan sponsor, Plan trustee, or other Plan fiduciary, you designate to control and manage the administration of the Plan. We are not the Plan Administrator.
- N. **“Portfolio Rate”** is an interest rate established quarterly by Standard and is based on expected yields on all investments backing the Fund.
- O. **“Standard”** is the Standard Insurance Company, referred to in this Contract as “we,” “us,” and “our.”
- P. **“Vintage”** means all or a subset of contracts with deposits in the same semi-annual period.
- Q. **“Withdrawals”** are amounts you withdraw from your Account. Withdrawals are either Benefit Withdrawals or Contractowner Withdrawals, as described in Article III.

## **ARTICLE II FUND ACCOUNT**

### **A. Deposits.**

Your Deposits are recorded to the Account established under this Contract and are allocated in the Fund. Unless we consent otherwise, Deposits are made by electronic funds transfers or by a check in United States funds. The Account is valued daily, with interest credited at the daily equivalent of the Vintage Interest Rate.

### **B. Valuation of Account.**

The Book Value of your Account equals the sum of your Deposits, plus interest at the Vintage Interest Rate and minus all Benefit and Contractowner Withdrawals (defined below).

### **C. Vintage Interest Rate.**

Your Account earns interest at the Vintage Interest Rate applicable to your Contract’s Vintage. The Vintage Interest Rate will be determined by Standard based on factors including all semi-annual periods’ New Money Rates since Vintage inception, the volume of projected and/or actual net cashflows in each semi-annual period from all contracts belonging to the same Vintage, and the current Portfolio Rate. Each Vintage will transition from the New Money Rate to the current Portfolio Rate over a period of 5 years from the date of Vintage inception, with the weight on the current Portfolio Rate increasing incrementally over time. The applicable Vintage Interest Rate or the New Money Rate will be declared in advance of each semi-annual period until 5 years have passed since Vintage inception. After that time, all Contracts in the Vintage will earn the Portfolio Rate, which is declared quarterly. The Vintage Interest Rate or Portfolio Rate in effect will never be less than the Minimum Guaranteed Rate.

### **D. Deposit Limits**

We may decline to accept deposits that exceed \$5 million in a month.

## ARTICLE III WITHDRAWALS

### A. Benefit Withdrawals.

1. Description. “**Benefit Withdrawals**” are withdrawals you make under the Plan and this Contract for:
  - a. Participant-initiated Plan benefit withdrawals (including the cash-out of small benefits);
  - b. Participant-directed transfers of assets among Plan investment options, other than direct or indirect transfers to a Competing Fund;
  - c. Plan loans to Participants;
  - d. Qualified domestic relations orders, as determined by the Plan Administrator; or
  - e. Participant-directed annuity purchases.

We may require documentation that Benefit Withdrawals are consistent with the terms of the Plan and this Contract.

2. Competing Funds. A Plan may include a Competing Fund only with our approval. If the Plan includes a Competing Fund, you agree that direct and indirect transfers to the Competing Fund from this Contract are prohibited, and that amounts transferred to a Plan investment option that is not a Competing Fund may not be re-transferred to the Fund unless they have remained in a non-Competing Fund investment option for at least 90 days.
3. Certain Benefit Withdrawals Deemed Contractowner Withdrawals. Unless we otherwise agree, Benefit Withdrawals directly or indirectly arising out of:
  - Corporate acts such as mergers, spin-offs, divestitures, corporate relocations, layoffs, corporate bankruptcy, or receivership;
  - Total or partial Plan terminations (including any employer action which results in a work force reduction of more than 20%);
  - Sales or closing of all or a part of an employer's operations;
  - Retirement incentive programs;
  - The liberalization of Plan withdrawal or transfer rules;
  - Plan re-enrollments; or
  - Prohibited Participant Communications, as described later in the Contract.

Are all deemed Contractowner Withdrawals.

4. Reasonable Proof Required. We may require reasonable proof that all Benefit Withdrawals are consistent with the terms of the Plan and this Contract.

## B. Contractowner Withdrawals.

1. Description. “**Contractowner Withdrawals**” are any Withdrawals made that are not Benefit Withdrawals and include Benefit Withdrawals that are deemed Contractowner Withdrawals as described above. Contractowner Withdrawals, are paid at the lesser of Book Value or that amount reduced by a Market Value Adjustment, provided however, that:
  - A Market Value Adjustment will not result in a payment that is less than your net deposits accumulated at the Minimum Guaranteed Rate.
2. Timing of Payment. Contractowner Withdrawals are normally paid within 30 days of your request. We may defer payment for a reasonable period if, due to the closing or disruption of financial markets, we are unable to prudently liquidate the necessary assets to satisfy your request.

## C. Instructions.

All withdrawal requests must use such forms as we reasonably require and be sufficiently clear and complete such that we do not need to exercise any judgment or discretion in carrying out your instructions. We may require reasonable proof that any Withdrawals are consistent with the terms of this Contract and the Plan.

## D. Limitation of Liability.

1. General Liability. Our general liability to you at any time is limited to the amount in your Account, less any applicable Market Value Adjustment.
2. Sufficiency of Funds. You are responsible for maintaining sufficient funds under this Contract necessary to provide the Plan benefits or otherwise meet any funding requirements for under the Plan or applicable law.

## ARTICLE IV PURCHASE OF ANNUITIES

- A. **Annuity Purchases**. Only immediate life contingent annuities in forms we regularly offer under similar group annuity contracts may be purchased under this Contract. Unless we agree, annuities may be purchased only with Participant initiated Benefit Withdrawals. The premium is calculated, using our standard practices, based on the current purchase rate we then use for annuity purchases under similar group annuity contracts. Any premium tax due is withdrawn with the premium.
- B. **Contracts**. We issue a contract to each Participant for whom an annuity is purchased. The contract more fully describes the specific terms and conditions of the annuity.
- C. **Necessary Information**. You agree to provide us with any and all necessary information required by us to effect an annuity purchase. If any such information is misstated, we make an equitable adjustment, based on the correct information.
- D. **Misstatements**. If the age, gender or any other factor on which the purchase of an annuity was based are misstated, we reserve the right to adjust the amount withdrawn from the Fund or the amount of annuity benefit payments, or both.

**ARTICLE V  
DISCONTINUANCE OF THIS CONTRACT**

**A. Initiation of Discontinuance.**

1. Initiated by You. You may discontinue this Contract by notice to us, specifying a discontinuance date. Unless we agree otherwise, the discontinuance date must be between 30 and 90 days from the date of your notice to us. Upon discontinuance, your Account balance will be paid in accordance with the Discontinuance Payments section below.
2. Initiated by Us. We may discontinue this Contract by giving you at least 30 days advance notice. No MVA will be applied if we elect to disburse the remaining balance of the Contract Account.

**B. Discontinuance Payments.**

1. Upon discontinuance your Account balance is paid to you in installments, as follows:

First Installment	16% of the Account balance
Second Installment	20% of the remaining Account balance
Third Installment	25% of the remaining Account balance
Fourth Installment	33% of the remaining Account balance
Fifth Installment	50% of the remaining Account balance
Sixth Installment	100% of the Account balance

- The first installment is paid within 60 days of the Contract discontinuance. Each subsequent installment is paid on the anniversary of the prior installment.
2. The amount of each installment is reduced by the amount of any Benefit Withdrawals made since the prior installment. If, as a result, the net payment amount is zero or negative, that installment is not made, and any remaining withdrawal amount is rolled forward and subtracted from the next installment.

**C. Withdrawals During Discontinuance.**

1. Benefit Withdrawals. Amounts needed to pay benefits to Participants or to fund Participant initiated withdrawals and transfers (other than direct or indirect transfers to a Competing Fund) may continue during discontinuance, except as otherwise described herein.
2. Contractowner Withdrawals. Contractowner Withdrawals are not permitted after notice of discontinuance is given to us.

**D. Effect of Discontinuance.**

1. Deposits. Deposits may not be made after a discontinuance notice is given.
2. Interest. During discontinuance, the Account earns interest at the Minimum Guaranteed Rate.
3. Early Payment. On 60 days-notice, we may elect to pay your Account balance in a lump sum. Such an early payment is not subject to a Market Value Adjustment unless there is a full or partial Plan termination; sale, partial sale or closing of the

Plan Sponsor's business operation, Plan re-enrollments, the offering of a retirement incentive program by the Plan Sponsor or the Plan no longer meets the applicable requirements of the Internal Revenue Code.

4. Certification. Before making discontinuance payments, we may require your certification that the payments will be applied under the terms of your Plan for the exclusive benefit of Participants and their beneficiaries.
5. Documentation. If you withdraw funds for payment to another party or institution, we may require reasonable evidence that such payment is in accordance with your Plan.
6. Indemnification. We may require indemnification as a condition for making any discontinuance payment if, in our opinion, the payment might subject us to liability for a breach of duty pursuant to applicable law.
7. Final Contract Termination. This Contract terminates only when all Account amounts are distributed. Previously purchased annuities are not affected by this Contract's termination.

## **ARTICLE VI MARKET VALUE ADJUSTMENT EQUALIZER**

Standard has agreed to make a payment (the "Transfer Payment") of \$31,250 on the Plan's behalf of the exit charges assessed against the Plan under the investment vehicle from which deposits to the Contract are to be received.

Subject to the Minimum Guaranteed Interest Rate, the Guaranteed Fund Interest Rate will be reduced by 1.45% until the accumulated value of repayment due to the rate reduction reaches \$31,250, or for a period of 8.5 Contract years, whichever occurs first.

At the beginning of each calendar quarter, Standard will determine the accumulated value of the repayment due to rate reduction. If total amount repaid is expected to reach \$31,250 during the following quarter, or if the 8.5-year contract anniversary will be reached, Standard will notify you, and the reduction of the Guaranteed Fund Interest Rate will end on the first day of the next calendar quarter. At that time, if the accumulated value of the amount repaid due to rate reduction is greater than \$31,250, Standard will issue a refund for the excess amount. If the accumulated value of repayment due to the rate reduction is less than \$31,250, Standard will invoice you for the remaining amount.

If you terminate the Contract or distribute substantially all assets before you satisfy the repayment agreement, the remaining amount of \$31,250 will be deducted from the Fund prior to the distribution of assets or will be invoiced to you on the date termination of the Contract is initiated.

In consideration of Standard's agreement to make the Transfer Payment on the Plan's behalf, you represented approximately \$250,000 will be deposited to the Guaranteed Fund. If, after 60 days following the Contract Date, the value of the Guaranteed Fund is less than 90% of \$250,000, Standard reserves the right to invoice you for a portion of the Transfer Payment amount in proportion to the shortage.

You acknowledge that payment of the Transfer Payment by Standard is consistent and in compliance with applicable laws and regulations, including ERISA and its related exemptions and rulings.

## ARTICLE VII GENERAL CONDITIONS

### A. Your Responsibilities.

1. Authority to Control and Manage. You or your designee is the Plan Administrator and has the authority to control and administer the Plan. We do not assume this responsibility. We are not, and shall not by virtue of the operation of this Contract, be a fiduciary with respect to the Fund, the Plan, or any assets of the Plan, as such term is defined by Section 3(21)(A) of ERISA or otherwise.
2. Responsibility for Funding Vehicle. You or the Plan Administrator is solely responsible for selecting the Fund and this Contract as an appropriate Plan funding vehicle.
3. Legal and Accounting Advice. We do not provide you or the Plan with legal or accounting advice.
4. Meeting Legal Deadlines, Requirements. You or your designee is responsible for meeting all Plan filing requirements and deadlines, including complying with all applicable Internal Revenue Code requirements.

### B. General Corporate Assets.

Deposits to this Contract become part of our general corporate assets to be used and invested as such. This Contract does not give you or the Plan any claim against our specific or identifiable assets. Both parties intend for this Contract to constitute a guaranteed benefit policy as such term is defined by Section 401(b)(2) of ERISA. Deposits to this Contract are made in consideration of the Contract's guaranteed interest features and do not give rise to an investment interest in our general account assets.

### C. Assignment.

1. Assignment, Pledge, or Transfer. You can assign, pledge, or transfer ownership of this Contract, but only if we give prior consent and only if the assignment, pledge, or transfer complies with applicable state and federal law.
2. Commutation, Anticipation, or Encumbrance. Any payments or benefits provided for by this Contract are not subject to commutation, anticipation, encumbrance, or alienation by any person unless in compliance with applicable state or federal law and we have given our consent.
3. Seizure by Operation of Law. No payment or benefit provided through this Contract may be seized, taken, appropriated, or applied by any legal or equitable process or operation of law to pay any debt or liability of any person entitled to such payments or benefits, except to the extent explicitly provided by applicable law.

### D. Non-Waiver.

Our failure to enforce any provision of this Contract at any time does not affect our right to enforce any provision at any other time.

**E. Reliance upon Data Supplied by You.**

You agree to furnish any information that we may reasonably require to administer this Contract. We may rely conclusively upon any statement by you. All statements you make are, in the absence of fraud, deemed representations and not warranties.

**F. Prohibited Participant Communications.**

You agree that, except as otherwise required by law or as directed by a Plan fiduciary, neither you or the Plan Administrator, or its agents or designees will take any action that could reasonably be anticipated to encourage, suggest, or influence Participant withdrawal activity under this Contract. Upon request, you will provide us with copies of all investment communications delivered to Participants. Participant Withdrawals directly or indirectly resulting from such undue suggestion, persuasion or influence are deemed to be Contractowner Withdrawals.

**G. Entire Contract.**

This Contract, including your Application, and any attached schedules, endorsements, amendments, or riders, are the entire Contract between you and us. You agree that we are only responsible for performing those actions specifically described in this Contract and that we are not obligated to take or refrain from any action that we deem necessary or appropriate to limit our financial risk or obligation under this Contract. If any provision of this Contract is determined to be invalid, the remainder of the Contract remains in full force and effect.

**H. Amendment and Modification.**

1. Description. This Contract may be amended or modified as described in this section, and without the consent of any Plan Participant or beneficiary. No amendment will adversely affect the terms of any purchased annuity.
2. Modifications to Comply with Applicable Law. We may amend any provision of this Contract without your consent if needed, in our reasonable judgment, to comply with applicable laws or regulations. We will give you advance notice of any such modifications.
3. Amendments. You and we may amend this Contract by mutual agreement. We may propose amendments to the Contract, effective no sooner than 60 days after we give you notice. You will be deemed to have accepted and agreed to the terms of our proposed modification unless you take action to avoid the proposal by providing a discontinuance notice before the amendment's effective date. If you discontinue this Contract our proposed amendment does not become effective.
4. Authority to Sign. Any amendment must be signed by:
  - a. our President; or
  - b. one of our Vice Presidents and our Secretary.

No other person has the authority to amend this Contract, or to waive any provision of this Contract on our behalf.

**I. Force Majeure.**

We reserve the right to suspend or postpone the processing of any transactions under this Contract when a natural disaster, global or national pandemic or other emergency occurs; trading on financial markets is restricted; a state insurance department permits or requires such suspension; or our systems fail. Any such suspension or postponement will be limited to a reasonable period under all relevant circumstances.

**J. Notices.**

All notices, elections, waivers, or other communications affecting this Contract must be in writing. If to us, such communications must be delivered to our Home Office via US Mail or other overnight delivery service or via e-mail to an electronic address we designate. If to you, such communications are mailed to your last business address in our records or to an electronic address you provided to us.





TheStandard®

## Application for Group Annuity Investment Option

Full legal name and address of Applicant:

The City of Moore  
Name of corporation, organization or trust

301 N Broadway Ave  
Address

Moore, OK 73160  
City/State/Zip

The City of Moore Deferred Compensation Plan 401(a)  
Plan Name

As an authorized representative of the employee benefit plan named above, I request that Standard Insurance Company provide a funding option to the plan pursuant to a group annuity contract.

In signing below, I acknowledge that I have reviewed this application. If I am signing on behalf of a corporation, organization or trust, I certify that I have been expressly authorized to do so.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print or Type Name of Authorized Representative

\_\_\_\_\_  
Date

CLAIMS FOR RATIFICATION  
MOORE PUBLIC WORKS AUTHORITY  
COUNCIL MEETING DECEMBER 16, 2024

Moore City Council  
M.P.W.A. 2024-2025  
Vendor & Employee Claims

# Moore, OK Purchase Order Claim Register



Fund: 02 - Risk Management

Check Run : 112124

Department: 025 - Risk Management

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250196	2671	TWO OAKS INVESTMENTS, LLC	MONTHLY TPA SERVICE FOR WC/GL 07/01/24-06/30/25	11/1/2024	113752	2,000.00
		02010250 - 52665 -	TPA WC/GL Services			

**Department Total : 2,000.00**

**Fund Total : 2,000.00**

# Moore, OK Purchase Order Claim Register



Fund: 05 - Moore Public Works Authority

Check Run : 112124

Department: 035 - General Government

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250987	4233	DPM GROUP, LLC	Printing & Mailing of Water Bill - Estimated	11/3/2024	113843	462.18
		05010350 - 52000 -	Printing & Publications			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/4/2024	113921	54,749.89
		05010350 - 52100 -	Electricity			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/7/2024	114032	142.16
		05010350 - 52100 -	Electricity			
244442	2885	GARVER, LLC	WORK ORDER #2 WASTE WATER TREATMENT BLDG	11/1/2024	114105	5,551.00
		05010350 - 54315 -	Engineering			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/11/2024	114107	62.89
		05010350 - 52100 -	Electricity			
250495	934	VEOLIA WATER NORTH AMERICA	REPAIR & MAINTENANCE (costs in excess)	11/1/2024	114165	346,319.96
		05010350 - 52415 -	R-Account (Parts/Repairs)			
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/12/2024	114166	156.36
		05010350 - 52100 -	Electricity			
250813	4233	DPM GROUP, LLC	MAILING FEES 1 YEAR ESTIMATED POSTAGE	11/20/2024	114281	15,000.00
		05010350 - 51200 -	Postage			
<b>Department Total :</b>						<b>422,444.44</b>

Department: 066 - Sanitation

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250422	4015	EXPRESS SERVICES INC	Express Employment for Temporary workers	10/29/2024	113760	832.58
		05040660 - 52350 -	Temporary Labor			
252049	2017	FRED BREWER SALES, INC	Soap for wash rack	11/1/2024	113918	1,625.00
		05040660 - 51250 -	Misc. Materials & Supplies			
250453	3716	HOLT TRUCK CENTERS OF OKLAHOMA, LLC	2- 2025 CRANE CARIER COMPANY BATTLE LET2	10/28/2024	113984	429,826.00
		05040660 - 53000 -	Equipment			
<b>Department Total :</b>						<b>432,283.58</b>
<b>Fund Total :</b>						<b>854,728.02</b>

CLAIMS FOR RATIFICATION  
MOORE PUBLIC WORKS AUTHORITY  
COUNCIL MEETING DECEMBER 16, 2024

Moore City Council  
M.P.W.A. 2024-2025  
Vendor & Employee Claims

# Moore, OK Purchase Order Claim Register



Fund: 02 - Risk Management

Check Run : 112724

Department: 025 - Risk Management

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250256	62	THE BECKMAN COMPANY, INC.	EXCESS WORKERS' COMPENSATION INS POLICY RENEW 1/25	11/5/2024	113981	152,444.00
		02010250 - 52705 -	Excess Insurance			
250214	537	WHEELER, ANN	MEDICARE OPT-OUT REIMBURSEMENT 2024-2025	10/7/2024	114167	300.00
		02010250 - 52725 -	Medicare Reimbursement			
250199	3000	ASSURED BENEFITS ADMINISTRATORS INC	MONTHLY TPA SERVICE HEALTH PLAN 07/01/24-06/30/25	11/15/2024	114168	7,422.78
		02010250 - 52605 -	PPO Network Fees			
250199	3000	ASSURED BENEFITS ADMINISTRATORS INC	MONTHLY TPA SERVICE HEALTH PLAN 07/01/24-06/30/25	11/15/2024	114168	386.00
		02010250 - 52655 -	COBRA Administration			
250199	3000	ASSURED BENEFITS ADMINISTRATORS INC	MONTHLY TPA SERVICE HEALTH PLAN 07/01/24-06/30/25	11/15/2024	114168	10,132.50
		02010250 - 52670 -	TPA Health Claims Services			
250199	3000	ASSURED BENEFITS ADMINISTRATORS INC	MONTHLY TPA SERVICE HEALTH PLAN 07/01/24-06/30/25	11/15/2024	114168	24.00
		02010250 - 52675 -	HSA Fees			
250199	3000	ASSURED BENEFITS ADMINISTRATORS INC	MONTHLY TPA SERVICE HEALTH PLAN 07/01/24-06/30/25	11/15/2024	114168	65,758.70
		02010250 - 52706 -	Stop Loss Health Insurance			
250201	3096	CLASSEN URGENT CARE CLINIC LLC	CLASSEN ON-SITE EMPLOYEE HEALTH CLINIC	11/1/2024	114169	2,835.00
		02010250 - 52710 -	Health Claims			
250200	3096	CLASSEN URGENT CARE CLINIC LLC	MONTHLY PRE-EMPLOYMENT/RANDOM DRUG SCREENS	11/1/2024	114172	140.00
		02010250 - 52645 -	Physicals, Drug Testing, Etc.			
250192	722	DEARBORN LIFE INSURANCE COMPANY	MONTHLY LIFE INSURANCE PREMIUMS	11/1/2024	114198	6,981.96
		02010250 - 52700 -	Insurance			
250201	3096	CLASSEN URGENT CARE CLINIC LLC	CLASSEN ON-SITE EMPLOYEE HEALTH CLINIC	11/1/2024	114322	4,415.65
		02010250 - 52710 -	Health Claims			
252262	154	TRAFFIC SIGNALS INC.	REPAIR OF DAMAGES TO SIGNAL LIGHT	11/14/2024	114342	53,675.00
		02010250 - 52361 -	Repairs from Insurance Proceed			
251154	270	SAMMY FLATT	MEDICARE OPT-OUT REIMBURSEMENT	8/28/2024	114343	804.78
		02010250 - 52725 -	Medicare Reimbursement			
250226	1990	LYNDELL MITCHELL	MEDICARE OPT-OUT REIMBURSEMENT 2024-2025	9/4/2024	114350	797.04
		02010250 - 52725 -	Medicare Reimbursement			
250222	168	KEN PONTIUS	MEDICARE OPT-OUT REIMBURSEMENT 2024-2025	11/4/2024	114389	168.99
		02010250 - 52725 -	Medicare Reimbursement			
250212	530	SIMPSON, DENISE	MEDICARE OPT-OUT REIMBURSEMENT 2024-2025	11/1/2024	114428	284.20
		02010250 - 52725 -	Medicare Reimbursement			
250232	180	KEN FRASER	MEDICARE OPT-OUT REIMBURSEMENT 2024-2025	12/1/2024	114436	300.00
		02010250 - 52725 -	Medicare Reimbursement			

# Moore, OK Purchase Order Claim Register



Fund: 02 - Risk Management

Check Run : 112724

Department: 025 - Risk Management

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250229	2999	TIPPY W. PIERCE	MEDICARE OPT-OUT REIMBURSEMENT 2024-2025	11/18/2024	114455	300.00
		02010250 - 52725 -	Medicare Reimbursement			
250209	318	WILSON, KATHY	MEDICARE OPT-OUT REIMBURSEMENT 2024-2025	11/5/2024	114489	300.00
		02010250 - 52725 -	Medicare Reimbursement			

**Department Total :** 307,470.60

**Fund Total :** 307,470.60

# Moore, OK Purchase Order Claim Register



Fund: 05 - Moore Public Works Authority

Check Run : 112724

Department: 035 - General Government

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/15/2024	114363	208.39
		05010350 - 52100 -	Electricity			
252239	4295	RELIABILITY POINT, LLC	Equipment (veolia)	11/22/2024	114410	7,792.00
		05010350 - 53000 -	Equipment			
250498	3570	THE WATERMAN GROUP LLC	WATER RIGHTS	10/1/2024	114427	5,943.01
		05010350 - 52425 -	Water Rights			
251118	1727	OKLAHOMA NATURAL GAS	ONG PUBLIC WORKS AUTHORITY COMBINED	11/19/2024	114430	328.33
		05010350 - 52105 -	Natural Gas			
250987	4233	DPM GROUP, LLC	Printing & Mailing of Water Bill - Estimated	11/7/2024	114433	2,391.36
		05010350 - 52000 -	Printing & Publications			

**Department Total : 16,663.09**

Department: 066 - Sanitation

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250422	4015	EXPRESS SERVICES INC	Express Employment for Temporary workers	11/5/2024	114016	845.53
		05040660 - 52350 -	Temporary Labor			

**Department Total : 845.53**

**Fund Total : 17,508.62**



CLAIMS FOR RATIFICATION  
MOORE PUBLIC WORKS AUTHORITY  
COUNCIL MEETING DECEMBER 16, 2024

Moore City Council  
M.P.W.A. 2024-2025  
Vendor & Employee Claims

# Moore, OK Purchase Order Claim Register



Fund: 02 - Risk Management

Check Run : 120424

Department: 025 - Risk Management

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	22.94
		02010250 - 51075 -	Fuel			
252401	4305	LAW OFFICE OF DANIEL DAVIS	Lambert Settlement	12/4/2024	114658	8,000.00
		02010250 - 52635 -	Settlement Expense			
<b>Department Total :</b>						<b>8,022.94</b>
<b>Fund Total :</b>						<b>8,022.94</b>

# Moore, OK Purchase Order Claim Register



Fund: 05 - Moore Public Works Authority

Check Run : 120424

Department: 035 - General Government

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250484	103	OKLAHOMA GAS & ELECTRIC	ELECTRICITY	11/21/2024	114504	2,112.20
		05010350 - 52100 -	Electricity			
251180	666	BANK OF OKLAHOMA	ORF-10-0012-CW	12/1/2024	114544	35,002.58
		05010350 - 54510 -	Debt Service - OWRB \$6M Loan			
251181	666	BANK OF OKLAHOMA	ORF-08-0002-CWA	12/1/2024	114545	228,966.29
		05010350 - 54505 -	Debt Service - OWRB \$42M Loan			
251182	666	BANK OF OKLAHOMA	ORF-08-0002-CW	12/1/2024	114546	13,177.91
		05010350 - 54500 -	Debt Service - 2009 OWRB			
251568	666	BANK OF OKLAHOMA	LOAN -FAP-19-0003-L	12/1/2024	114547	70,060.96
		05010350 - 54512 -	Debt Service - 2019 OWRB			
250032	934	VEOLIA WATER NORTH AMERICA	OPERATIONS AND MGMT FY 25	12/1/2024	114655	322,910.06
		05010350 - 52410 -	Privatization Services			
252409	3857	DATA BUSINESS EQUIPMENT, INC	ANNUAL RENEWAL OF CUST SERV SCANNER MAINTENANCE	12/3/2024	114668	466.00
		05010350 - 52360 -	Professional Services			

**Department Total : 672,696.00**

Department: 066 - Sanitation

P.O. #	Vendor #	Name	Summary Description	Date	Invoice	Amount
250540	2533	SPARQ NATURAL GAS, LLC	Fuel	11/15/2024	114115	11,390.09
		05040660 - 51075 -	Fuel			
250422	4015	EXPRESS SERVICES INC	Express Employment for Temporary workers	11/19/2024	114435	663.06
		05040660 - 52350 -	Temporary Labor			
250642	1872	WRIGHT EXPRESS FSC	CITY WIDE FUEL USAGE	11/30/2024	114542	1,581.80
		05040660 - 51075 -	Fuel			

**Department Total : 13,634.95**

**Fund Total : 686,330.95**



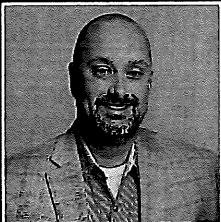
# PROPOSAL OF INSURANCE

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JAN. 1, 2025 – JAN. 1, 2026

**PREPARED SPECIFICALLY FOR:**

City of Moore & Public Works Authority  
301 North Broadway  
Moore, OK 73160



**Presented By: Greg Finch**

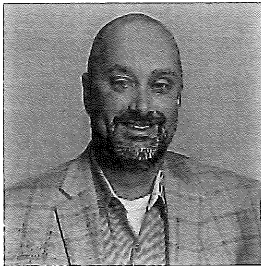
Glenn Harris & Associates Insurance  
PO Box 21887 Oklahoma City, OK 73156  
Ofc: (405) 842.5385  
[greg@ghainsurance.com](mailto:greg@ghainsurance.com)

*This Document is a Proposal of Insurance. Actual Terms and Conditions of Coverage Are Determined by The Insurance Policies.*

# YOUR SERVICE TEAM

Ensuring you and your employees receive prompt, professional and quality service is a key goal of Glenn Harris and Associates.

## PERSONAL CONTACT INFORMATION:



**Greg Finch, Producer**  
Phone: 405-842-5385, ext 111  
Mobile: 405-323-2061  
Email: [greg@ghainsurance.com](mailto:greg@ghainsurance.com)

Greg is your contact for identifying key coverage needs for your business, securing bids for review, and finalizing coverage based on your selections.



**Richard Nickels, Account Manager**  
Phone: 405-842-5385  
Mobile: 405-822-5607  
Email: [rnickels@ghainsurance.com](mailto:rnickels@ghainsurance.com)

Richard is your main contact for all your day-to-day questions or needs including coverage questions, billing, claims support, insurance cards, certificates, and more.



**Laurie Bly, Commercial Lines Manager**  
Phone: 405-842-5385, ext 115  
Mobile: 405-740-5374  
Email: [lbly@ghainsurance.com](mailto:lbly@ghainsurance.com)

Laurie can assist with any detailed questions you may have regarding your policy, renewals, or additional coverage you may need throughout the year.

## AGENCY CONTACT INFORMATION:

Glenn Harris and Associates Insurance, LLC  
13800 Quail Pointe Dr  
Oklahoma City, OK 73134  
Main Line: 405-842-5385  
Fax: 405-840-4655  
[www.ghainsurance.com](http://www.ghainsurance.com)

# LIABILITY (PUBLIC OFFICIALS/EPLI)

**INSURANCE CARRIER:** RICHMOND NATIONAL INSURANCE COMPANY  
**TERM PERIOD:** JANUARY 1, 2025 THRU JANUARY 1, 2026

Description	Limit
Public Official Management	\$3,000,000
Employment Practices Liability	\$3,000,000
Policy Aggregate	\$3,000,000
Non-Monetary Coverage – Defense Only	\$100,000
Non-Monetary Coverage – Defense Only Aggregate	\$100,000
Crisis Management	\$50,000
Crisis Management Retention	\$5,000
<b><i>RETENTIONS</i></b>	
Public Officials Management Retention	\$250,000
Employment Practices Liability Retention	\$250,000
Non-Monetary Coverage – Defense Only	\$5,000
Crisis Management	\$5,000

## NOTES:

Claims Made Form

Retro Date – None, Full Prior Acts

# LIABILITY (LAW ENFORCEMENT LIAB)

**INSURANCE CARRIER:** RICHMOND NATIONAL INSURANCE COMPANY

**TERM PERIOD:** JANUARY 1, 2025 THRU JANUARY 1, 2026

Description	Limit
Police Professional Liability Per Occurrence	\$1,000,000
Police Professional Liability Aggregate	\$1,000,000
Line of Duty Death	\$50,000
Line of Duty Death Aggregate	\$150,000
Claims Expense – Sexual Abuse & Molestation	\$100,000
Claims Expense – Non Monetary Relief	\$100,000
<b><i>RETENTIONS</i></b>	
Police Professional Liability	\$100,000
Claims Expense – Sexual Abuse & Molestation	\$5,000
Claims Expense – Non Monetary Relief	\$5,000

## NOTES:

Occurrence Form

# SUMMARY OF PREMIUM

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## RENEWAL PREMIUM VS. EXPIRING PREMIUM

Line of Business	Expiring Premiums	Renewal Premiums
<i>EPLI/Public Officials Liability</i>	\$ 49,659.06	\$ 47,597.19
<i>Law Enforcement Liability</i>	\$ N/A	\$ 72,764.96
<b>Total Premium</b>	<b>\$ 49,659.06</b>	<b>\$ 120,362.15</b>

### ADDITIONAL NOTES:

Quote for Law Enforcement Liability Coverage has been included for upcoming policy term.



# MARKETING SUMMARY

TERM PERIOD: JANUARY 1, 2024 THRU JANUARY 1, 2025

Coverage	Carrier	Quoted Premium	Declined	Declination Reason
Public Officials - EPLI	Indian Harbor Ins Co	\$52,013.01		

# PROPOSAL ACCEPTANCE

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**TERM PERIOD:**                    JANUARY 1, 2025 THRU JANUARY 1, 2026

Acceptance of Proposal:

I agree that coverage outlined in this Proposal applies only to the Named Insureds, locations, scheduled vehicles, and lines of coverage detailed within this proposal. Coverage for entities not listed is written with other agents.

Notes / Exceptions:

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Policyholder Signature:

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Date:

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# City of Moore Oklahoma

Presented By: Russell Hollingsworth



## PROPOSAL OF INSURANCE

2025/2026

# TABLE OF CONTENTS

Get To Know Us .....	3
Service Team .....	4
Property .....	5
Excess Property .....	6
Excess Flood .....	7
Equipment Floater .....	8
Cyber Liability .....	9
Premium Comparison .....	11
Proposal Acceptance .....	12
Disclaimers and Disclosures .....	13

# GET TO KNOW US



Although founded in 1927 by Tom G. Dillingham, the heritage of Dillingham Insurance began in 1889 when Tom Boyd Dillingham wrote the first insurance policy issued in the Cherokee Strip Outlet of Indian Territory to C. L. Nash, founder Nash, Oklahoma. Tom B. Dillingham and Dan L. Dillingham, sons of Tom G., built the company into a leading business insurance agency in the central United States. Dillingham Insurance has since grown into one of the largest and oldest insurance agencies in Oklahoma. As a fourth-generation family business, Dillingham Insurance offers insurance solutions for clients of all sizes across the country. Dillingham works with domestic and foreign insurance carriers, leveraging the power of relationships to provide the best plans at the best prices.

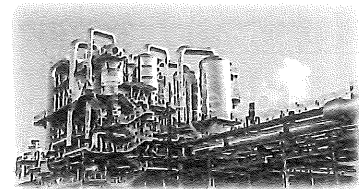


## OUR VALUE PROPOSITION

We are transparent partners who act in your best interests, bringing peace of mind through personalized consulting and thoughtful, comprehensive insurance solutions that deliver results.

## BUSINESS INSURANCE

We help identify risk exposure and propose ways that risk can be transferred to commercial insurers around the world. Our knowledge of the insurance market allows us to transfer that risk in a cost-effective manner with financially sound companies who offer the highest standards of service. *Offerings include, but not limited to:*



- ❖ General Liability
- ❖ Excess Liability
- ❖ Property
- ❖ Inland Marine/Equipment
- ❖ Commercial Auto
- ❖ Aviation
- ❖ D&O Liability
- ❖ Workers Compensation

## GROUP BENEFITS

Our group benefits team is well-versed in the objectives, design, funding, implementation, and administration of employee benefit plans. We take a functional approach to customizing plans for clients, assisting every step of the way. *Offerings include, but not limited to:*



- ❖ Employee Medical Health Plans
- ❖ Regulatory Compliance
- ❖ Group Life/Disability/Dental
- ❖ Cost Containment Programs

## PERSONAL INSURANCE

When it comes to personal insurance, we are dedicated to ensuring clients have appropriate coverage before a loss, so that assets are protected. *Offerings include, but not limited to:*



- ❖ Home
- ❖ Auto
- ❖ Excess
- ❖ Personal Articles Floater
- ❖ Dwelling Fire
- ❖ Watercraft

## HUMAN RESOURCES

DillinghamHR focuses on building sustainable HR programs and keeping clients up to date on changing regulations that impact your business. We can serve as full extension of your HR department or provide counsel. *Offerings include, but not limited to:*

- ❖ Compensation
- ❖ Compliance
- ❖ Benefits
- ❖ Talent Management
- ❖ Team Development
- ❖ HR Generalist Assistance



TEAM MEMBER	CONTACT INFORMATION
<p><b>Russell Hollingsworth</b> Insurance Consultant</p>	<p><b>Office:</b> (580) 233-2000 <b>Cell:</b> (405) 535-5667 <b>Email:</b> rhollingsworth@dillinghaminsurance.com</p>
<p><b>Tiffany Harvey</b> Account Manager</p>	<p><b>Office:</b> (580) 233-2000 <b>Fax:</b> (580) 242-6703 <b>Email:</b> tharvey@dillinghaminsurance.com</p>

**SERVICE LOCATIONS:**

**ENID**

201 N. Grand Ave.,  
Suite 100  
Enid, OK 73701

**OKLAHOMA CITY**

210 Park Ave.,  
Suite 2550  
OKC, OK 73102

**TULSA**

15 W. 6<sup>th</sup> Street  
Suite 2626  
Tulsa, OK 74119

**WOODWARD**

1222 10<sup>th</sup> St.  
Suite 101N  
Woodward, OK 73801

**MAILING & REMITTANCE ADDRESS:**

Dillingham Insurance  
P.O. Box 1669  
Enid, OK 73702



**OUR RELATIONSHIPS ARE BUILT UPON CARE, INTEGRITY, AND RESULTS.**

# PROPERTY

COMPANY  
Oklahoma Municipal Assurance Group

POLICY NUMBER  
TBD

POLICY TERM  
1/1/2025 to 1/1/2026

LOCATIONS - As per attached Statement of Values - TIV \$203,877,500 - (24/25 TIV \$194,200,916)  
OMAG Statement of Values - TIV \$237,643,324

## COVERAGES

BLANKET LIMITS						
BLDG	SUBJECT	AMOUNT	VALUATION	COINS	CAUSE OF LOSS	DEDUCTIBLE
Blnk	Building	\$100,000,000	R		Special	\$50,000
Blnk	Business Personal Property	Included	R		Special	\$50,000
Blnk	Accounts Receivable	\$1,000,000	R		Special	\$50,000
Blnk	Valuable Papers Any Other Location	\$1,000,000	R		Special	\$50,000
Blnk	Earth Movement	\$6,000,000	R		Special	\$100,000
Blnk	Equipment Breakdown	\$25,000,000	R		Special	\$50,000
Blnk	Business Income	\$1,000,000	L		Special	\$50,000
Blnk	Flood	\$1,000,000	R		Special	\$100,000
Blnk	Municipal Sales Tax endst, aggregate	\$250,000	L		Special	\$50,000

### VALUATION DEFINITIONS

(A) Actual Cash Value	(G) Guaranteed Replacement Cost	(R) Replacement Cost
(B) Business Income Changes	(I) Invoice Cost	(S) Stated Amount
(C) Agreed Amount (Waived Coinsurance) and Replacement Cost	(L) Actual Loss Sustained	(T) Total Insured Value
(D) Reproduction	(M) Market Value	(U) Full Value Replacement Cost
(E) Agreed Amount (Waived Coinsurance)	(O) Other	(V) Agreed Value
(F) Functional Replacement Cost	(P) Selling Price	(X) Extended Value Replacement Cost

## FORMS AND ENDORSEMENTS

NUMBER	NAME
	365 day requirement for replacement cost
	Transformers associated with generation of power excluded from Equipment breakdown coverage
	Power generation unit/facility not included in Business Income, Extra Expense, or Service Interruption
	Municipal Sales Tax endorsement
	Covered Equipment does not include any transformers associated with the generation of power - IC Engine Units over 15 years will be valued at Actual Cash Value

**(1) THIS IS NOT A COMPLETE LISTING OR ALL ENDORSEMENTS AND EXCLUSIONS APPLICABLE TO THE PROPOSED COVERAGE. PLEASE REFER TO THE ACTUAL POLICY FOR A COMPLETE LIST OF FORMS.**

**EXCESS PROPERTY**COMPANY  
PeachtreePOLICY NUMBER  
TBDPOLICY TERM  
1/1/2025 to 1/1/2026

LOCATIONS - As per attached OMAG Statement of Values TIV \$237,643,324

**COVERAGES**

LOCATION #1: 301 N. BROADWAY, MOORE, OK 73160						
BLDG	SUBJECT	AMOUNT	VALUATION	COINS	CAUSE OF LOSS	DEDUCTIBLE
1	Building	\$70,000,000	R		Special	\$100,000,000

**VALUATION DEFINITIONS**

(A) Actual Cash Value	(G) Guaranteed Replacement Cost	(R) Replacement Cost
(B) Business Income Changes	(I) Invoice Cost	(S) Stated Amount
(C) Agreed Amount (Waived Coinsurance) and Replacement Cost	(L) Actual Loss Sustained	(T) Total Insured Value
(D) Reproduction	(M) Market Value	(U) Full Value Replacement Cost
(E) Agreed Amount (Waived Coinsurance)	(O) Other	(V) Agreed Value
(F) Functional Replacement Cost	(P) Selling Price	(X) Extended Value Replacement Cost

**FORMS AND ENDORSEMENTS**

NUMBER	NAME
<b>OBSP 225</b>	Loss occurrence limit endorsement 115% margin clause applies to SOV provided by insured
	Earth movement excluded
	Earthquake and Flood excluded
	Cyber Vandalism/Denial of Service Attached Excluded
	Fungus, Wet Rot, Dry Rot, Virus or Bacteria Excluded
	Equipment Breakdown Excluded
	Asbestos Removal Excluded
	Water Excluded
	Chemical or Biological Materials Excluded
	Contaminants or Pollutants Excluded
	Electronic Data Excluded
	Ordinance or Law Excluded

**NOTABLE ENDORSEMENTS/EXCLUSION (1)**

(1) This is not a complete listing of all endorsements and exclusions applicable to the proposed coverage. Please refer to the actual policy for a complete list of forms.

25% minimum earned premium at inception



# EXCESS FLOOD

COMPANY  
**Voyager Indemnity Insurance Company**

POLICY NUMBER  
**TBD**

POLICY TERM  
**1/1/2025 to 1/1/2026**

**LOCATIONS** - As per attached Statement of Values specific to the Excess Flood Coverage

## COVERAGES

Option 1 - \$65,468:

LOCATION #1: 301 N. BROADWAY, MOORE, OK 73160						
BLDG	SUBJECT	AMOUNT	VALUATION	COINS	CAUSE OF LOSS	DEDUCTIBLE
1	Excess Flood	\$4,000,000	R	100%	Flood	\$1,000,000
	No Sublimit					

Option 2 - \$52,374:

LOCATION #1: 301 N. BROADWAY, MOORE, OK 73160						
BLDG	SUBJECT	AMOUNT	VALUATION	COINS	CAUSE OF LOSS	DEDUCTIBLE
1	Excess Flood	\$4,000,000	R	100%	Flood	\$1,000,000
	\$1,000,000 Sublimit per building					

Option 3 - \$43,645:

LOCATION #1: 301 N. BROADWAY, MOORE, OK 73160						
BLDG	SUBJECT	AMOUNT	VALUATION	COINS	CAUSE OF LOSS	DEDUCTIBLE
1	Excess Flood	\$4,000,000	R	100%	Flood	\$1,000,000
	\$500,000 Sublimit per building					

### VALUATION DEFINITIONS

(A) Actual Cash Value	(G) Guaranteed Replacement Cost	(R) Replacement Cost
(B) Business Income Changes	(I) Invoice Cost	(S) Stated Amount
(C) Agreed Amount (Waived Coinsurance) and Replacement Cost	(L) Actual Loss Sustained	(T) Total Insured Value
(D) Reproduction	(M) Market Value	(U) Full Value Replacement Cost
(E) Amount (Waived Coinsurance)	(O) Other	(V) Agreed Value
(F) Functional Replacement Cost	(P) Selling Price	(X) Extended Value Replacement Cost

Limit based on Statement of values showing \$59,543,700 in Building coverage and \$560,600 in Business Personal Property

# EQUIPMENT FLOATER

COMPANY  
RLI

POLICY NUMBER  
TBD

POLICY TERM  
1/1/2025 to 1/1/2026

## COVERAGES

DESCRIPTION	VALUE
Coverage Type	Blanket Amount
Coverage Form	Named Perils (Including Theft)
Valuation	Replacement Cost
Total Scheduled Amount	\$11,147,873
Occurrence Limit	\$5,000,000
Coinsurance	80%
Deductible	\$50,000
Deductible - overturn	\$100,000

## SCHEDULED EQUIPMENT (SEE ATTACHED EXCEL SPREADSHEET - EQUIPMENT LIST)

## FORMS AND ENDORSEMENTS

NUMBER	NAME
	wind, tornado, hail, sleet, snow, sand, dust, water are excluded
	Actual Cash Value, except model years 2020 and newer Replacement Cost Valuation Applies

# CYBER LIABILITY

COMPANY  
Underwriters at Lloyd's - Non-Admitted

POLICY NUMBER  
TBD

POLICY TERM  
1/1/2025 to 1/1/2026

## INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

Coverage	Limit	Deductible, Each and Every Claim
Incident Response Costs	\$2,000,000	
Legal and Regulatory Costs	\$2,000,000	\$100,000
IT Security and Forensic Costs	\$2,000,000	\$100,000
Crisis Communication Costs	\$2,000,000	\$100,000
Privacy Breach Management Costs	\$2,000,000	\$100,000
Third Party Privacy Breach Management Costs	None quoted	
Post Breach Remediation Costs, paid as a direct result of the cyber event	None quoted	

## INSURING CLAUSE 2: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

Coverage	Limit	Deductible, Each and Every Claim
System Damage and Rectification Costs	\$2,000,000	\$100,000
Income Loss and Extra Expense, in respect of System Failure	\$2,000,000	\$100,000
Dependent Business Interruption, in respect of System Failure	\$2,000,000	\$100,000

## INSURING CLAUSE 3: NETWORK SECURITY & PRIVACY LIABILITY

Coverage	Limit	Deductible, Each and Every Claim
Network Security Liability, including cost & expenses	\$2,000,000	\$100,000

## CYBER LIABILITY

Privacy Liability, including cost & expenses	\$2,000,000	\$100,000
Management Liability, including cost & expenses	\$2,000,000	\$100,000
Regulatory Fines, including cost & expenses	\$2,000,000	\$100,000
PCI Fines, Penalties and Assessments, including cost & expenses	\$2,000,000	\$100,000

### INSURING CLAUSE 4: Media Liability

Coverage	Limit	Deductible, Each and Every Claim
Defamation, including cost & expenses	\$2,000,000	\$100,000
Intellectual Property Rights Infringement, including cost & expenses	\$2,000,000	\$100,000

### INSURING CLAUSE 5: Court Attendance Costs

Coverage	Limit	Deductible, Each and Every Claim
Aggregate	\$100,000	none

### CYBER CRIME Sub-limits

Coverage	Limit	Deductible, Each and Every Claim
Funds Transfer Fraud	\$250,000	\$100,000
Theft of Funds Held in Escrow	\$250,000	\$100,000
Theft of Personal Funds	\$250,000	\$100,000
Extortion	\$2,000,000	\$100,000
Telephone Hacking	\$250,000	\$100,000
Unauthorized Use of Computer Resources	\$250,000	\$100,000

## PREMIUM COMPARISON

LINES OF BUSINESS	EXPIRING *	RENEWAL
Primary Property	\$463,115.00	\$522,978.00
Excess Property – \$70,000,000 XS of \$100,000,000	N/A	N/A
RSUI \$45,000,000 XS of \$100,000,000	\$91,891.00	\$105,000.00
Intact \$25,000,000 XS of \$45MM XS of \$100,000,000	\$75,000.00	\$75,000.00
Excess Flood - Property	\$44,061.02**	\$65,468**
Oklahoma Clearinghouse Fee	\$0	\$114.57
Equipment Floater	\$184,524.00***	\$198,014.00***
Cyber Liability	\$50,000.00****	\$50,000.00****
Policy Fee	\$500.00	\$500.00
Account Management Fee	\$50,000.00	\$50,000.00
<b>Total Premium</b>	<b>\$959,091.02</b>	<b>\$1,067,074.57</b>

\* Renewal premium basis x expiring rates

\*\* includes agent commission totaling \$4,364.50

\*\*\*Included agent commission totaling \$19,801.40

\*\*\*\* included agent commission totaling \$5,000.00

RSUI Excess Property policy is 25% minimum earned premium at inception.

Intact Excess Property policy is 35% minimum earned premium and fees are fully earned. No flat cancellations.

Cyber Policy all fees fully earned & no flat cancellation

Equipment Floater minimum premium is \$50,000

\*\*\*\*\*Per Senate Bill No. 66, Section K.) Policies sold to any city or town in this state, incorporated pursuant to law, or to any school district, as defined in Section 1-108 of Title 70 of the Oklahoma Statutes, shall be exempt from the surplus lines premium tax.

**Premium Payment Options:** Payment due at inception payable to Dillingham Insurance Agency

### Contingencies:

- Property –
  - Signed Accord Form – due at binding
  - Signed SOV
  - Terrorism Coverage Form completed and signed
- Excess Property – Signed Accord application, signed and dated SOV, Signed and completed Terrorism form
- Excess Flood – Signed Offer letter and signed Loss history letter
- Equipment Floater – Signed Terrorism Form

# PROPOSAL ACCEPTANCE CONTINUED

## INSURED

City of Moore Oklahoma

2025-2026 Proposal Acceptance

- As presented (all lines)
- With changes noted below

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# DISCLAIMERS AND DISCLOSURES

## DISCLAIMER

This Proposal of Insurance is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requested.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

Dillingham is a Trade name of Inservices, LLC

## THIRD PARTY DISCLAIMER

From time to time, Dillingham Insurance (Dillingham) may share opinions or content regarding third party entities, third party providers of services, or make referrals to third party products and/or services ("Third Party Entities, Products and/or Services"). Any such opinions or content regarding Third Party Entities, Products and/or Services, or links to third party websites shared or posted on Dillingham's website or social media sites do not constitute an endorsement of any third party, individual, organization, service, or product by Dillingham, nor does such activity indicate an affiliation with or sponsorship by Dillingham.

Any third-party representations regarding their products or services contained in their written materials or on their websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement of Dillingham, its employees, directors, officers, parents, or affiliates that those claims are accurate.

Dillingham assumes no liability in connection with any Third-Party Entities, Products and/or Services or for the storage or any related breach in connection with your confidential information by such third parties. Further, Dillingham does not accept any responsibility, nor does it offer any warranty regarding the quality, accuracy, timeliness, reliability or any other aspect of such Third-Party Entities, Products and/or Services. Dillingham expressly disclaims any warranty or liability for any acts, failure to act, errors or omissions by such third parties. Accordingly, you should conduct your own due diligence of any Third-Party Entities, Products or Services prior to their engagement or use.

## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT (TRIPRA)

Your policies include an option for Terrorism coverage via a surcharge under the Terrorism Risk Insurance Program Reauthorization Act (TRIPRA). If not elected to purchase, your policy will contain an exclusion or limitation of defined Terrorism coverage. PLEASE READ THE SPECIFIC TERRORISM ENDORSEMENT(S). Questions relating to TRIPRA or available alternatives can be discussed with your Broker.

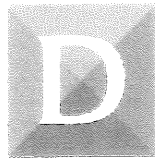
## COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.
- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
- **Contingent Commission** may be based on profitability, premium volume, premium retention, and/or growth.

If you have questions or desire additional information about remuneration and other income, please contact your Agent.



# DILLINGHAM

— INSURANCE —

**MISSION STATEMENT:**

We empower our team to provide agile, innovative, and transparent service while bringing personalized consulting and thoughtful, comprehensive insurance solution that help our clients manage risk and grow their business.



**RISK MANAGEMENT PROGRAM CLAIMS AND EXPENSES FOR  
DECEMBER 16, 2024**

<u>Description</u>	<u>Amount</u>
Health Claims	70,133.36
Workers' Compensation Claims	11,286.51
General Liability Claims	0.00
<b>Total</b>	<b>\$81,419.87</b>

CITY OF MOORE

Check Number	Chk/ EFT	Check Date	Claim Number	Payee	Check Amount
00727153	C	11/21/2024	2024-317001380-0000	ELLISON CHIROPRACTIC LLC	\$180.00
00727154	C	11/21/2024	2024-244001329-0000	EMERGENCY SERVICES OF OKLAHOMA	\$7.98
00727155	C	11/21/2024	2024-298000376-0000	OKLAHOMA	\$65.05
00727156	C	11/21/2024	2024-317000818-0000	SPARKS CLINIC	\$121.50
00727157	C	11/21/2024	2024-318000393-0000	CLASSEN URGENT CARE	\$81.00
00727158	C	11/21/2024	2024-323000813-0000	BALANCE WOMEN HEALTH	\$136.14
00727159	C	11/21/2024	2024-323002121-0000	SAINTS MEDICAL GROUP LLC	\$198.95
00727160	C	11/21/2024	2024-323002604-0000	SAINTS MEDICAL GROUP LLC	\$184.65
00727161	C	11/21/2024	2024-317000822-0000	YOUR HEALTH WELLNESS	\$70.63
00727162	C	11/21/2024	2024-318000705-0000	SAINTS MEDICAL GROUP LLC	\$83.84
00727163	C	11/21/2024	2024-317001550-0000	SAINTS MEDICAL GROUP LLC	\$83.84
00727164	C	11/21/2024	2024-323001218-0000	PTMS DBA PHYSICAL	\$54.00
00727165	C	11/21/2024	2024-282001017-0000	BODIN CHIROPRACTIC	\$37.91
00727166	C	11/21/2024	2024-323003809-0000	BODIN CHIROPRACTIC PLLC	\$124.40
00727167	C	11/21/2024	2024-318001989-0000	MEDWATCH	\$312.00
00727168	C	11/21/2024	2024-318000390-0000	CLASSEN URGENT CARE	\$81.00
00727169	C	11/21/2024	2024-311000765-0000	NORMAN FOOT AND ANKLE	\$233.46
00727170	C	11/21/2024	2024-323002606-0000	SAINTS MEDICAL GROUP LLC	\$53.14
00727171	C	11/21/2024	2024-323001936-0000	OKLAHOMA ALLERGY AND	\$7.79
00727172	C	11/21/2024	2024-311000737-0000	JWS MEDICAL, PLLC	\$86.82
00727173	C	11/21/2024	2024-318000742-0000	MERCY CLINIC OKLAHOMA	\$113.72
00727174	C	11/21/2024	2024-318000831-0000	DAVID T HANKS PHD	\$85.70
00727175	C	11/21/2024	2024-323002116-0000	QUEST DIAGNOSTICS	\$4.75
00727176	C	11/21/2024	2024-323002117-0000	QUEST DIAGNOSTICS	\$6.71
00727177	C	11/21/2024	2024-323002118-0000	QUEST DIAGNOSTICS	\$5.94
00727178	C	11/21/2024	2024-323002450-0000	IMMEDIATE CARE OF	\$99.00
00727179	C	11/21/2024	2024-323002566-0000	JWS MEDICAL, PLLC	\$278.00
00727180	C	11/21/2024	2024-317000920-0000	DR BRIAN E THATCHER	\$81.59
00727181	C	11/21/2024	2024-323002568-0000	OKLAHOMA ALLERGY AND	\$131.65
00727182	C	11/21/2024	2024-323002569-0000	OKLAHOMA ALLERGY AND	\$187.56
00727183	C	11/21/2024	2024-317000213-0000	OKLAHOMA HEART HOSPITAL	\$182.15
00727184	C	11/21/2024	2024-317001016-0000	OHH PHYSICIANS LLC	\$80.49
00727185	C	11/21/2024	2024-318000189-0000	OU MEDICINE INC	\$308.70
00727186	C	11/21/2024	2024-235000895-0000	ZYNEX MEDICAL	\$18.21
00727187	C	11/21/2024	2024-323001979-0000	NORMAN REGIONAL ER	\$126.13
00727188	C	11/21/2024	2024-323002120-0000	SAINTS MEDICAL GROUP LLC	\$140.91
00727189	C	11/21/2024	2024-323002567-0000	OKLAHOMA ALLERGY AND	\$15.50
00727190	C	11/21/2024	2024-316000571-0000	BRANDON MILLS	\$27.17
00727191	C	11/21/2024	2024-316000572-0000	BRANDON MILLS	\$27.17
00727192	C	11/21/2024	2024-319000351-0000	BRANDON MILLS	\$32.60
00727193	C	11/21/2024	2024-319000391-0000	BRANDON MILLS	\$32.60
00727194	C	11/21/2024	2024-319000392-0000	BRANDON MILLS	\$32.60
00727195	C	11/21/2024	2024-319000393-0000	BRANDON MILLS	\$32.60
00727196	C	11/21/2024	2024-320000215-0000	PHYSICIANS REFERRAL	\$263.13
00727197	C	11/21/2024	2024-317000799-0000	OKLAHOMA PAIN	\$57.01
00727198	C	11/21/2024	2024-318000707-0000	SAINTS MEDICAL GROUP LLC	\$7.15
00727199	C	11/21/2024	2024-323002545-0000	MOORE MEDICAL CENTER	\$194.04

00727200	C	11/21/2024	2024-323002448-0000	AEROFLOW HEALTHCARE	\$85.50
00727201	C	11/21/2024	2024-317001499-0000	OPTC COMPLETE REHAB, LLC	\$65.00
00727202	C	11/21/2024	2024-317001500-0000	OPTC COMPLETE REHAB, LLC	\$65.00
00727203	C	11/21/2024	2024-317001501-0000	OPTC COMPLETE REHAB, LLC	\$40.00
00727204	C	11/21/2024	2024-317001502-0000	OPTC COMPLETE REHAB, LLC	\$65.00
00727205	C	11/21/2024	2024-318000374-0000	ORTHO CENTRAL	\$172.54
00727206	C	11/21/2024	2024-318000397-0000	CLASSEN URGENT CARE	\$81.00
00727207	C	11/21/2024	2024-318000399-0000	CLASSEN URGENT CARE	\$81.00
00727208	C	11/21/2024	2024-323001958-0000	GORDON BEAN DPM	\$118.39
00727209	C	11/21/2024	2024-323001962-0000	CLASSEN URGENT CARE	\$81.00
00727210	C	11/21/2024	2024-323002006-0000	AKY MD LLC DBA JUST KIDS	\$29.65
00727211	C	11/21/2024	2024-318000934-0000	CLASSEN URGENT CARE	\$81.00
00727212	C	11/21/2024	2024-323002160-0000	CLASSEN FAMILY PRACTICE	\$68.70
00727213	C	11/21/2024	2024-323002166-0000	CLASSEN FAMILY PRACTICE	\$136.59
00727214	C	11/21/2024	2024-317000202-0000	OU MEDICINE INC	\$429.00
00727215	C	11/21/2024	2024-317001512-0000	IDCOKC PLLC	\$162.20
00727216	C	11/21/2024	2024-317001513-0000	IDCOKC PLLC	\$162.20
00727217	C	11/21/2024	2024-317001514-0000	IDCOKC PLLC	\$162.20
00727218	C	11/21/2024	2024-317001518-0000	IDCOKC PLLC	\$162.20
00727219	C	11/21/2024	2024-318000402-0000	OU HEALTH PARTNERS INC	\$124.76
00727220	C	11/21/2024	2024-318001992-0000	MEDWATCH	\$494.00
00727221	C	11/21/2024	2024-323002449-0000	OKLAHOMA PAIN CENTER	\$89.45
00727222	C	11/21/2024	2024-323002153-0000	ORTHO CENTRAL	\$213.64
00727223	C	11/21/2024	2024-323002170-0000	ORTHO CENTRAL	\$1,841.04
00727224	C	11/21/2024	2024-320000767-0000	EMERGENCY SERVICES OF	\$81.15
00727225	C	11/21/2024	2024-323000964-0000	OPTC COMPLETE REHAB, LLC	\$65.00
00727226	C	11/21/2024	2024-323000465-0000	INTEGRIS SOUTHWEST	\$1,772.35
00727227	C	11/21/2024	2024-318001993-0000	MEDWATCH	\$598.00
00727228	C	11/21/2024	2024-318000391-0000	CLASSEN URGENT CARE	\$81.00
00727229	C	11/21/2024	2024-323002570-0000	OKLAHOMA ALLERGY AND	\$7.79
00727230	C	11/21/2024	2024-312000067-0000	NORMAN REGIONAL	\$2,804.89
00727231	C	11/21/2024	2024-317000721-0000	MERCY CLINIC OKLAHOMA	\$69.58
00727232	C	11/21/2024	2024-318000446-0000	NRHS RADIOLOGY	\$45.23
00727233	C	11/21/2024	2024-318000447-0000	NRHS RADIOLOGY	\$8.87
00727234	C	11/21/2024	2024-318000780-0000	NORMAN REGIONAL ER	\$188.31
00727235	C	11/21/2024	2024-323002110-0000	NORMAN INTERNAL	\$213.96
00727236	C	11/21/2024	2024-319000662-0000	DIAGNOSTIC PATHOLOGY	\$17.97
00727237	C	11/21/2024	2024-323003769-0000	OKLAHOMA HEART HOSPITAL	\$1,773.75
00727238	C	11/21/2024	2024-317000394-0000	MERCY HOSPITAL OKLAHOMA	\$4,313.63
00727239	C	11/21/2024	2024-317000720-0000	MERCY CLINIC OKLAHOMA	\$410.34
00727240	C	11/21/2024	2024-317000722-0000	MERCY CLINIC OKLAHOMA	\$107.55
00727241	C	11/21/2024	2024-317000986-0000	AFFILIATED	\$427.05
00727242	C	11/21/2024	2024-323000942-0000	MERCY CLINIC OKLAHOMA	\$69.58
00727243	C	11/21/2024	2024-317000921-0000	OU HEALTH PARTNERS INC	\$123.53
00727244	C	11/21/2024	2024-318000373-0000	STEPHANIE WANGLER	\$71.81
00727245	C	11/21/2024	2024-323001112-0000	STEPHANIE WANGLER	\$71.81
00727246	C	11/21/2024	2024-317000685-0000	LIVEWELL FAMILY	\$40.50
00727247	C	11/21/2024	2024-323002577-0000	PREMIER HEALTHCARE	\$57.01
00727248	C	11/21/2024	2024-317000418-0000	OKLAHOMA HEART HOSPITAL	\$170.10
00727249	C	11/21/2024	2024-317001017-0000	OHH PHYSICIANS LLC	\$139.27

00727250	C	11/21/2024	2024-318000289-0000	CLASSEN FAMILY PRACTICE	\$62.69
00727251	C	11/21/2024	2024-317001077-0000	PEDIATRIC COMMUNICATION	\$36.00
00727252	C	11/21/2024	2024-318000436-0000	PEDIATRIC COMMUNICATION	\$36.00
00727253	C	11/21/2024	2024-323002601-0000	SAINTS MEDICAL GROUP LLC	\$126.51
00727254	C	11/21/2024	2024-323002602-0000	SAINTS MEDICAL GROUP LLC	\$126.51
00727255	C	11/21/2024	2024-317000725-0000	MERCY CLINIC OKLAHOMA	\$190.93
00727256	C	11/21/2024	2024-317001565-0000	MERCY CLINIC OKLAHOMA	\$131.64
00727257	C	11/21/2024	2024-318000680-0000	AEROFLOW HEALTHCARE	\$81.00
00727258	C	11/21/2024	2024-317000350-0000	NORMAN REGIONAL	\$402.30
00727259	C	11/21/2024	2024-317001323-0000	NORMAN CARDIOVASCULAR	\$164.48
00727260	C	11/21/2024	2024-323002068-0000	OK PAIN PHYS PC PURCELL	\$82.93
00727261	C	11/21/2024	2024-310001029-0000	OU HEALTH PARTNERS INC	\$2,408.58
00727262	C	11/21/2024	2024-319000109-0000	OU MEDICINE INC	\$443.00
00727263	C	11/21/2024	2024-323001116-0000	OU HEALTH PARTNERS INC	\$28.45
00727264	C	11/21/2024	2024-323002097-0000	ORTHOFIX INC	\$2,500.00
00727265	C	11/21/2024	2024-318000423-0000	GULF COAST PATHOLOGY	\$96.89
00727266	C	11/21/2024	2024-318000437-0000	THE PEDIATRIC GROUP PLLC	\$46.74
00727267	C	11/21/2024	2024-318000442-0000	PATHOLOGY GROUP PC	\$53.11
00727268	C	11/21/2024	2024-319000637-0000	DIAGNOSTIC LABORATORY	\$49.02
00727269	C	11/21/2024	2024-323002605-0000	SAINTS MEDICAL GROUP LLC	\$48.91
00727270	C	11/21/2024	2024-298000343-0000	DIAGNOSTIC LABORATORY	\$29.08
00727271	C	11/21/2024	2024-306002139-0000	NORMAN PEDIATRIC	\$143.47
00727272	C	11/21/2024	2024-317000336-0000	OKLAHOMA HEART HOSPITAL	\$1,430.80
00727273	C	11/21/2024	2024-317001015-0000	OHH PHYSICIANS LLC	\$170.11
00727274	C	11/21/2024	2024-319000418-0000	JENNIFER B ROBERTS, MD	\$149.97
00727275	C	11/21/2024	2024-320000548-0000	FARHAN JAWED M D PLLC	\$87.31
00727276	C	11/21/2024	2024-318000250-0000	DIAGNOSTIC LABORATORY	\$41.95
00727277	C	11/21/2024	2024-318002268-0000	NORMAN REGIONAL	\$1,935.90
00727278	C	11/21/2024	2024-318000394-0000	CLASSEN URGENT CARE	\$81.00
00727279	C	11/21/2024	2024-323002075-0000	PRIMARY CARE SOUTH OKC	\$81.59
00727280	C	11/21/2024	2024-317001103-0000	OBHG OKLAHOMA PC	\$143.02
00727281	C	11/21/2024	2024-318000317-0000	NORMAN ANESTHESIA	\$1,607.04
00727282	C	11/21/2024	2024-318000322-0000	BALANCE HORMONE	\$76.89
00727283	C	11/21/2024	2024-302000549-0000	NORMAN PEDIATRIC	\$148.65
00727284	C	11/21/2024	2024-318000880-0000	OKLAHOMA CITY	\$122.73
00727285	C	11/21/2024	2024-318000881-0000	OKLAHOMA CITY	\$134.71
00727286	C	11/21/2024	2024-318000074-0000	CONNECTDME	\$350.00
00727287	C	11/21/2024	2024-318000321-0000	BALANCE HORMONE	\$76.89
00727288	C	11/21/2024	2024-318000395-0000	CLASSEN URGENT CARE	\$81.00
00727289	C	11/21/2024	2024-318002198-0000	YOUNG CHIROPRACTIC PC	\$50.24
00727290	C	11/21/2024	2024-318000782-0000	HERITAGE HEALTH SERVICES	\$57.01
00727291	C	11/21/2024	2024-319000476-0000	DIAGNOSTIC IMAGING	\$51.64
00727292	C	11/21/2024	2024-320000248-0000	INTEGRIS MEDICAL GROUP	\$1,335.57
00727293	C	11/21/2024	2024-318001990-0000	MEDWATCH	\$312.00
00727294	C	11/21/2024	2024-318001991-0000	MEDWATCH	\$728.00
00727295	C	11/21/2024	2024-323001076-0000	CLASSEN FAMILY PRACTICE	\$59.99
00727296	C	11/21/2024	2024-317000201-0000	SAINT FRANCIS HOSPITAL	\$3,260.70
00727297	C	11/21/2024	2024-323001213-0000	DIAGNOSTIC IMAGING	\$120.35
00727298	C	11/21/2024	2024-323002563-0000	KIMBERLY M WISE MD PC	\$58.21
00727299	C	11/21/2024	2024-318000396-0000	CLASSEN URGENT CARE	\$81.00

00727300	C	11/21/2024	2024-317001537-0000	HOLLAND PEDIATRIC	\$63.00
00727301	C	11/21/2024	2024-320000472-0000	HOLLAND PEDIATRIC	\$63.00
00727302	C	11/21/2024	2024-319000194-0000	THERAPEUTIC RESOLUTIONS	\$997.22
00727303	C	11/21/2024	2024-323002492-0000	ICARE CENTER LLC	\$67.50
00727304	C	11/21/2024	2024-323002688-0000	INTEGRATED THERAPY	\$33.96
00727305	C	11/21/2024	2024-323001968-0000	PSYCHIATRIC WELLNESS	\$183.88
00727306	C	11/21/2024	2024-317000780-0000	OPTIMAL HEALTH	\$435.73
00727307	C	11/21/2024	2024-317001381-0000	RADIATION MEDICINE	\$56.45
00727308	C	11/21/2024	2024-317001570-0000	MERCY CLINIC OKLAHOMA	\$22.51
00727309	C	11/21/2024	2024-318000748-0000	MERCY CLINIC OKLAHOMA	\$132.22
00727310	C	11/21/2024	2024-323000299-0000	ST ANTHONY HOSPITAL SSM	\$550.46
00727311	C	11/21/2024	2024-317001230-0000	RESTORE BEHAVIORAL	\$71.81
00727312	C	11/21/2024	2024-323001260-0000	RESTORE BEHAVIORAL	\$71.81
00727313	C	11/21/2024	2024-318000389-0000	CLASSEN URGENT CARE	\$81.00
00727314	C	11/21/2024	2024-306000376-0000	OKLAHOMA	\$65.05
00727315	C	11/21/2024	2024-317000373-0000	OU MEDICINE INC	\$2,513.70
00727316	C	11/21/2024	2024-317001313-0000	PEDIATRIX MEDICAL GROUP	\$132.50
00727317	C	11/21/2024	2024-317001392-0000	PEDIATRIX MEDICAL GROUP	\$523.64
00727318	C	11/21/2024	2024-319000735-0000	WESLEY VAUGHAN	\$5.05
00727319	C	11/21/2024	2024-317001528-0000	DIAGNOSTIC LABORATORY	\$41.95
00727320	C	11/21/2024	2024-317001529-0000	DIAGNOSTIC LABORATORY	\$16.29
00727321	C	11/21/2024	2024-323002030-0000	NEUROSCIENCE SPECIALISTS	\$456.87
00727322	C	11/21/2024	2024-323002176-0000	CLASSEN FAMILY PRACTICE	\$139.83
00727323	C	11/21/2024	2024-323002184-0000	CLASSEN FAMILY PRACTICE	\$68.70
00727324	C	11/21/2024	2024-323002007-0000	RONALD R HOPKINS DO PLLC	\$116.36
00727325	C	11/21/2024	2024-317000351-0000	NORMAN REGIONAL	\$700.20
00727326	C	11/21/2024	2024-317001058-0000	GEO CHACKO MD	\$224.44
00727327	C	11/21/2024	2024-316000854-0000	LFS COUNSELING	\$60.00
00727328	C	11/21/2024	2024-323001229-0000	MOORE FAMILY THERAPY	\$71.81
00727329	C	11/21/2024	2024-323001263-0000	YOUR HEALTH WELLNESS	\$39.19
00727330	C	11/21/2024	2024-323002069-0000	OKLAHOMA	\$55.46
00727331	C	11/21/2024	2024-323002586-0000	EDMOND PEDIATRICS	\$264.96
00727332	C	11/21/2024	2024-323000307-0000	ST ANTHONY HOSPITAL SSM	\$356.16
00727333	C	11/21/2024	2024-323000815-0000	OKLAHOMA RADIOLOGY	\$77.02
00727334	C	11/21/2024	2024-323000930-0000	SAINTS MEDICAL GROUP LLC	\$48.91
00727335	C	11/21/2024	2024-319000184-0000	DANA GRAHAM LCSW	\$143.62
00727336	C	11/21/2024	2024-323002107-0000	COUNSELING WITH A TWIST	\$81.37
00727337	C	11/21/2024	2024-323002523-0000	OKLAHOMA ALLERGY AND	\$6.75
00727338	C	11/21/2024	2024-323002524-0000	OKLAHOMA ALLERGY AND	\$7.79
00727339	C	11/21/2024	2024-319000375-0000	NORMAN UROLOGY	\$203.41
00727340	C	11/21/2024	2024-311001052-0000	BODIN CHIROPRACTIC	\$66.07
00727341	C	11/21/2024	2024-318001001-0000	MISTI CRAWFORD APRN-	\$228.49
00727342	C	11/21/2024	2024-317001531-0000	DIAGNOSTIC LABORATORY	\$41.95
00727343	C	11/21/2024	2024-317001532-0000	DIAGNOSTIC LABORATORY	\$47.19
00727344	C	11/21/2024	2024-319000640-0000	DIAGNOSTIC LABORATORY	\$130.24
00727345	C	11/21/2024	2024-320000425-0000	JULIE L WILEY, DO, PLLC	\$135.34
00727346	C	11/21/2024	2024-317001419-0000	SOUTHWEST RADIOLOGY	\$70.02
00727347	C	11/21/2024	2024-317001215-0000	INTEGRIS MEDICAL GROUP	\$110.68
00727348	C	11/21/2024	2024-323002186-0000	REDEEMED AND RESTORED	\$11.18
00727349	C	11/21/2024	2024-318000790-0000	NORMAN REGIONAL ER	\$126.13

00727350	C	11/21/2024	2024-275002305-0000	CHILDRENS EYE CARE PLLC	\$92.81
00727351	C	11/21/2024	2024-323002113-0000	HOLLAND PEDIATRIC	\$63.00
00727352	C	11/21/2024	2024-318000443-0000	WARREN EYE CARE CENTER	\$31.19
00727353	C	11/21/2024	2024-323000611-0000	QUEST DIAGNOSTICS	\$36.76
00727354	C	11/21/2024	2024-323000928-0000	MERCY CLINIC OKLAHOMA	\$111.02
00727355	C	11/21/2024	2024-317000200-0000	INTEGRIS BAPTIST MEDICAL	\$2,725.20
00727356	C	11/21/2024	2024-317001214-0000	INTEGRIS MEDICAL GROUP	\$67.81
00727357	C	11/21/2024	2024-323002004-0000	OU HEALTH PARTNERS INC	\$84.28
00727358	C	11/21/2024	2024-323002106-0000	COUNSELING WITH A TWIST	\$71.81
00727359	C	11/21/2024	2024-316000308-0000	ST ANTHONY HOSPITAL SSM	\$1,304.90
00727360	C	11/21/2024	2024-318000685-0000	THOMAS D URICE MD LLC	\$42.61
00727361	C	11/21/2024	2024-323002543-0000	SELECT PT OK	\$60.93
00727362	C	11/21/2024	2024-319000750-0000	LABORATORY CORPORATION	\$55.80
00727363	C	11/21/2024	2024-317000669-0000	FOREFRONT DERMATOLOGY	\$230.80
00727364	C	11/21/2024	2024-306005002-0000	OKLAHOMA ER HOSPITAL,	\$1,842.14
00727365	C	11/21/2024	2024-317000886-0000	AMANDA BRANDON	\$71.81
00727366	C	11/21/2024	2024-317000925-0000	PRECISION TOXICOLOGY	\$100.00
00727367	C	11/21/2024	2024-323001228-0000	CLASSEN FAMILY PRACTICE	\$59.18
00727368	C	11/21/2024	2024-317000985-0000	AFFILIATED	\$1,989.00
00727369	C	11/21/2024	2024-323000927-0000	MERCY CLINIC OKLAHOMA	\$2,362.46
00727370	C	11/21/2024	2024-317001141-0000	BROOKWOOD	\$40.50
00727371	C	11/21/2024	2024-318000307-0000	CLASSEN FAMILY PRACTICE	\$59.99
00727372	C	11/21/2024	2024-317000424-0000	CHICKASAW NATION	\$389.12
00727373	C	11/21/2024	2024-318000435-0000	CHICKASAW NATION	\$75.61
00727374	C	11/21/2024	2024-318000709-0000	MERCY CLINIC OKLAHOMA	\$364.28
00727375	C	11/21/2024	2024-323001964-0000	CLASSEN URGENT CARE	\$81.00
00727376	C	11/21/2024	2024-323001965-0000	CLASSEN URGENT CARE	\$81.00
00727377	C	11/21/2024	2024-319000111-0000	OU MEDICINE INC	\$274.50
00727378	C	11/21/2024	2024-311000861-0000	CARDIOVASCULAR HEALTH	\$1,310.24
00727379	C	11/21/2024	2024-323002005-0000	OU HEALTH PARTNERS INC	\$124.76
00727380	C	11/21/2024	2024-323002070-0000	XPRESS WELLNESS URGENT	\$77.48
00727381	C	11/21/2024	2024-311000757-0000	TARIQ MAHMOOD MD	\$84.05
00727382	C	11/21/2024	2024-317000662-0000	PHYSICAL PERFORMANCE	\$56.71
00727383	C	11/21/2024	2024-318000331-0000	BALANCE HORMONE	\$76.89
00727384	C	11/21/2024	2024-318000519-0000	ORTHO CENTRAL	\$155.85
00727385	C	11/21/2024	2024-318000695-0000	ASSESSMENT INC	\$71.81
00727386	C	11/21/2024	2024-323002265-0000	HEALTHCARE ONE	\$85.06
00727387	C	11/21/2024	2024-318000683-0000	PURCELL CHIROPRACTIC PC	\$40.50
00727388	C	11/21/2024	2024-318000415-0000	ANESTHESIA SCHEDULING	\$274.46
00727389	C	11/21/2024	2024-318000416-0000	ANESTHESIA SCHEDULING	\$274.46
00727390	C	11/21/2024	2024-323001966-0000	CLASSEN URGENT CARE	\$81.00
00727391	C	11/21/2024	2024-317000919-0000	DR BRIAN E THATCHER	\$64.52
00727392	C	11/21/2024	2024-323002099-0000	NORMAN CARDIOVASCULAR	\$35.90
00727393	C	11/21/2024	2024-318000398-0000	CLASSEN URGENT CARE	\$64.00
00727394	C	11/21/2024	2024-319000444-0000	CLASSEN FAMILY PRACTICE	\$37.54
00727395	C	11/21/2024	2024-319000471-0000	CLASSEN FAMILY PRACTICE	\$37.54
00727396	C	11/21/2024	2024-318000392-0000	CLASSEN URGENT CARE	\$64.00
00727397	C	11/21/2024	2024-323001963-0000	CLASSEN URGENT CARE	\$64.00
00727398	C	11/21/2024	2024-275004135-0000	OKCIC ANN ARBOR	\$80.07
00727399	C	11/21/2024	2024-317001446-0000	PHYSICIAN MANAGEMENT	\$118.26

00727400	C	11/21/2024	2024-320000116-0000	CENTRAL OKLAHOMA AMER	\$20.00
00727401	C	11/21/2024	2024-320000121-0000	CENTRAL OKLAHOMA AMER	\$33.01
00727402	C	11/21/2024	2024-323001957-0000	GORDON BEAN DPM	\$29.87
00727403	C	11/21/2024	2024-323001628-0000	RESTORATIVE HEALTH	\$53.86
00727404	C	11/21/2024	2024-323001960-0000	ORTHO CENTRAL	\$88.66

TOTAL: \$70,133.36



# Check Register

City of Moore

Method Desc	Check Date	Claim # Claimant Name	Payee Payment Type	Service From Service To	Run ID	Amount	Check #
Check	11/27/2024	2050001280	MCBRIDE ORTHOPEDIC HOSPITAL, LLC Medical	10/30/2024 10/30/2024	146600	\$329.99	308044
	11/27/2024	022050000008	NRHS RADIOLOGY ASSOCIATES Medical	07/25/2024 07/25/2024	146600	\$132.84	308045
	11/27/2024	2050001273	HPI PHYSICIANS LLC Physician	10/30/2024 10/30/2024	146600	\$302.45	308046
	11/27/2024	Combined Combined	HEALTHSYSTEMS Drug Coverage	11/21/2024 11/21/2024	146600	\$48.04	308047
	11/27/2024	2050001276	HEALTHSOUTH HOLDINGS INC Physician	11/01/2024 11/01/2024	146600	\$195.82	308048
	11/27/2024	2050001276	OSSO-NORTH LOCATION Physician	11/07/2024 11/07/2024	146600	\$136.70	308049
	11/27/2024	Combined Combined	Two Oaks Investments, LLC Fees including PI, IOS, background checks, EDI fees	11/27/2024 11/27/2024	146600	\$6.00	308050
	11/27/2024	022050000013	Total Hearing, Inc Medical	11/25/2024 11/25/2024	146600	\$9,049.08	308051
	11/27/2024	2050001160	Ortho Central Physician	09/11/2024 09/11/2024	146600	\$96.05	308052
	11/27/2024	Combined Combined	RISING MEDICAL SOLUTIONS, LLC Bill Review Fees	11/07/2024 11/07/2024	146600	\$146.41	308053
<b>Total for Method</b>							
<b>Total By - Method Desc: 10</b>					<b>Desc:</b>	<b>\$10,443.38</b>	<b>\$10,443.38</b>
<b>Total Number of Checks: 11</b>					<b>Total Amount:</b>	<b>\$10,443.38</b>	<b>\$10,443.38</b>





# Check Register

## City of Moore

Method Desc	Check Date	Claim # Claimant Name	Payee Payment Type	Service From Service To	Run ID	Amount	Check #
Check	12/05/2024	( 2050001269	MCBRIDE ORTHOPEDIC HOSPITAL, LLC Physician	11/12/2024 11/12/2024	146749	\$192.72	308054
	12/05/2024	2050001160	CentraLink LLC Medical	11/21/2024 11/21/2024	146749	\$113.07	308055
	12/05/2024	Combined Combined	HEALTHSOUTH HOLDINGS INC Physician	11/15/2024 11/15/2024	146749	\$326.83	308056
	12/05/2024	2050001276	NORMAN REGIONAL HOSPITAL Physician	09/30/2024 09/30/2024	146749	\$63.92	308057
	12/05/2024	2050000882	SAINTS MEDICAL GROUP, LLC Physician	04/04/2024 04/04/2024	146749	\$68.75	308058
	12/05/2024	Combined Combined	Two Oaks Investments, LLC Fees including PI, IOS, background checks, EDI fees	12/05/2024 12/05/2024	146749	\$6.00	308059
	12/05/2024	Combined Combined	RISING MEDICAL SOLUTIONS, LLC Bill Review Fees	11/15/2024 11/15/2024	146749	\$71.84	308060
<b>Total By - Method Desc: 7</b>					<b>Total for Method Desc:</b>	<b>\$843.13</b>	<b>\$843.13</b>

**THE MOORE RISK MANAGEMENT MEETING WAS RECESSED AND THE MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING WAS CONVENED AT 6:49 P.M. WITH VICE-CHAIRMAN LOUIE WILLIAMS PRESIDING:**

**Agenda Item Number 13 being:**

ROLL CALL

PRESENT: Porter, Hunt, Hamm, Webb, Williams  
ABSENT: Griffith, Clark

**Agenda Item Number 14 being:**

CONSENT DOCKET:

- A) RECEIVE AND APPROVE THE MINUTES OF THE REGULAR MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING HELD OCTOBER 21, 2024.

**Trustee Hunt moved to approve Consent Docket Item A, second by Trustee Porter. Motion carried unanimously.**

Ayes: Porter, Hunt, Hamm, Williams, Webb  
Nays: None  
Absent: Griffith, Clark

**THE MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING WAS RECESSED AND THE CITY COUNCIL MEETING RECONVENED AT 6:50 P.M. WITH MAYOR MARK HAMM PRESIDING:**

**Agenda Item Number 15 being:**

NEW BUSINESS:

- A) CITIZENS' FORUM FOR ITEMS NOT ON THE AGENDA.

There were no citizens to speak.

- B) ITEMS FROM THE CITY COUNCIL/MPWA TRUSTEES.

Councilman Porter wished everyone a happy and blessed Thanksgiving next week. He expressed appreciation to the employees and the great job that they do. He felt it helped to make Moore a great place to live and thanked them for their hard work.

Mayor Hamm stated that he attended the Veterans Day Ceremony on November 11, 2024. Councilwoman Hunt and City Manager Brooks Mitchell participated in the event which was well attended.

- C) ITEMS FROM THE CITY/TRUST MANAGER.

Brooks Mitchell, City Manager, stated that the Oklahoma Transportation Commission approved contracts for the 4<sup>th</sup> Street Underpass Project at their meeting on November 4, 2024. Mr. Mitchell advised that construction was anticipated to begin around February 2025. He also thanked the citizens for approving the two propositions on the November 5, 2024 ballot. The propositions were for extension of the ¼ cent sales tax and the General Obligation Bonds for the Telephone Road project south of 34<sup>th</sup> Street.

**PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE TRUSTEES OF THE MOORE ECONOMIC DEVELOPMENT AUTHORITY MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS AT THE CITY HALL, LOCATED AT 301 NORTH BROADWAY STREET, IN MOORE, OKLAHOMA, ON THE 16<sup>TH</sup> DAY OF DECEMBER, 2024, AT 6:30 O'CLOCK P.M.**

**PRESENT:**

**ABSENT:**

Notice of this meeting was given in writing to the City Clerk of The City of Moore, Oklahoma and public notice of this meeting, setting forth the date, time, place and agenda was posted in prominent view at City Hall, 301 North Broadway Street, Moore, Oklahoma, twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays, and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act.

Notice of said meeting and agenda have also been posted on the City’s website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

**THEREUPON**, the Chairman introduced a Resolution and after discussion upon motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, the Resolution was adopted by the following vote:

**AYE:**

**NAY:**

Said Resolution as adopted is as follows:

**RESOLUTION NO. 29(24)**

**A RESOLUTION APPROVING AN ADDENDUM TO LEASE/PURCHASE AGREEMENT BETWEEN THE AUTHORITY AND THE CITY OF MOORE, OKLAHOMA; ACKNOWLEDGING ASSIGNMENT OF INTEREST; AUTHORIZING AND DIRECTING THE EXECUTION OF THE DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.**

**WHEREAS**, on the 15<sup>th</sup> day of June, 1993, there was executed and delivered a Trust Indenture, for the use and benefit of the City of Moore, Oklahoma (herein called "City"), under the authority and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 et seq., as amended (the "Act"), duly establishing a public trust and an agency of the State of Oklahoma (the "State") for public purposes as therein provided, to be known as The Moore Economic Development Authority (herein called "Authority");

**WHEREAS**, the City designated in said Trust Indenture as the beneficiary thereof, acting through its City Council, has adopted a Resolution accepting the beneficial interest therein on behalf of said City;

**WHEREAS**, the Authority is authorized under said Trust Indenture and the Act to enter into lease transactions, to provide funds to acquire, construct and improve real and personal property within and without the territorial boundaries of the City in order to serve the needs of the City and inhabitants thereof;

**WHEREAS**, the City has previously entered into a \$20,000,000 Lease/Purchase Financing dated December 1, 2022 (the "Lease Financing") which was purchased by Armstrong Bank, Muskogee, Oklahoma (the "Bank") to: (i) finance the acquisition, construction and equipping of an animal shelter and various street projects to serve citizens of the City; and (ii) pay certain costs of issuance (the "Project");

**WHEREAS**, in regard to said Lease Financing, the Authority, as lessor, and the City, as lessee, entered into a Lease/Purchase Agreement dated as of December 1, 2022 (the "Lease/Purchase Agreement"), with the Authority assigning its interest in said Lease/Purchase Agreement to a trustee bank for the benefit of the Bank;

**WHEREAS**, it is hereby deemed advisable for the Authority and the City to enter into an Addendum to Lease/Purchase Agreement to more accurately reflect the Amortization Schedule set forth in the Lease/Purchase Agreement; and

**WHEREAS**, it is necessary to authorize and empower the officers of the Authority to execute any and all necessary documents in connection with said lease financing, subject to certain conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MOORE ECONOMIC DEVELOPMENT AUTHORITY:**

**SECTION 1. Addendum to Lease/Purchase Agreement.** The Addendum to Lease/Purchase Agreement between the Authority, as lessor, and the City, as lessee, which revises the Amortization Schedule set forth in the Lease/Purchase Agreement, is hereby approved and the Chairman and Secretary are authorized and directed to execute and deliver same for and on behalf of the Authority.

**SECTION 2. Acknowledgement of Assignment of Interest.** The Authority hereby acknowledges the assignment of the Bank's interest in the Lease Financing to its investment affiliate, Lake Dog Investments, LLC, an Oklahoma limited liability company.

**SECTION 3. Execution of Necessary Documents.** The Chairman and Secretary of the Authority (or in their absence or incapacity the Vice-Chairman and Assistant Secretary, respectively) be and hereby are authorized and empowered for and on behalf of the Authority to do any and all things reasonably necessary to accomplish the execution and delivery of the Addendum to Lease/Purchase Agreement, and any and all other documents or instruments necessary to accomplish the transactions contemplated herein, with such changes or revisions as may be approved by them with the advice of Authority Counsel and Bond Counsel, the execution and delivery of said documents, together with any revisions, being conclusive evidence of their approval thereof.

**PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF DECEMBER, 2024.**

**THE MOORE ECONOMIC DEVELOPMENT  
AUTHORITY**

(SEAL)

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_ Chairman

\_\_\_\_\_  
\_\_\_\_\_ Secretary

STATE OF OKLAHOMA        )  
   ) SS  
 COUNTY OF CLEVELAND     )

I, the undersigned, the duly qualified and acting \_\_\_\_\_ Secretary of The Moore Economic Development Authority, hereby certify that the above and foregoing is a true, correct and complete copy of the Resolution duly adopted by the Trustees of the Authority and of the proceedings of said Authority in the adoption of said Resolution on the date therein set out as shown by the records of my office.

I further certify that in conformity with Title 25, Oklahoma Statutes 2021, Sections 301 et seq., inclusive, as amended (the Oklahoma Open Meeting Act), I received notice of the meeting as required by law, and that the minutes of the meeting reflect the time and manner of such notice of the meeting required by the Oklahoma Open Meeting Act.

**WITNESS** my hand and the seal of the Authority this 16<sup>th</sup> day of December, 2024.

**(SEAL)**

\_\_\_\_\_  
 \_\_\_\_\_ Secretary