

**AGENDA OF A REGULAR MEETING OF THE  
MAYOR AND BOARD  
OF COMMISSIONERS OF THE CITY OF  
ARDMORE, OKLAHOMA,  
TO BE HELD ON 02/06/2023 AT 7:00 PM  
IN THE COMMISSION CHAMBERS**

NOTICE: "Official action can only be taken on items which appear on the agenda. The Commission may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any item. When more information is needed to act on an item, the Commission may refer the matter to the City Manager or the Municipal Counselor. The Commission may also refer items to standing committees of the Commission or to a board or commission for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVE AGENDA - ORDER OF BUSINESS  
AND CONTENTS**
6. **APPROVE MINUTES**
  - 6.A. **City Commission Regular Minutes**  
of the Meeting Held on January 17, 2023

Documents:

[MINUTES OF 01-17-23.PDF](#)

7. **CONSENT AGENDA**

All items listed are considered to be routine by the Commission and will be enacted by one motion. There will be no separate discussion

of these items unless a Commissioner or a citizen so requests, in which event the item will be removed from the consent status and considered in its normal sequence on the agenda and approval or rejection of any amendments proposed and considered by the City Commission at the meeting.

7.A. **Consent A**

Consideration and Possible Action to Declare Twenty-Seven (27) Ardmore Fire Department Self-Contained Breathing Apparatuses as Surplus and to be disposed of in Accordance with City Code

(Submitted by Cary Williamson, Fire Chief)

Documents:

[CONSENT A.PDF](#)

7.B. **Consent B**

Consideration and Possible Action to Declare One (1) Parks and Recreation Right of Way Hustler Mower as Surplus to be disposed of in Accordance with City Code

(Submitted by Teresa Ervin, Director of Parks and Recreation)

Documents:

[CONSENT B.PDF](#)

7.C. **Consent C**

Consideration and Possible Action to Declare Two (2) Streets Department Roadway Sanders as Surplus and to be disposed of in Accordance with City Code

(Submitted by Josh Randell, City Engineer)

Documents:

[CONSENT C.PDF](#)

7.D. **Consent D**

Consideration and Possible Action for the Acceptance of Permanent Easement and Right of Way for the New Proposed Kiowa Extension to Merrick Drive and Market Street

(Submitted by Josh Randell, City Engineer)

Documents:

[CONSENT D.PDF](#)

## 8. **REGULAR BUSINESS**

### 8.A. **AGREEMENT(S)**

#### 8.A.1. **Agreement 1**

Consideration and Possible Action of a Supplemental Agreement for Professional Engineering Services Sunset Drive Improvements, Ardmore, Oklahoma by and between the City of Ardmore and EST, Incorporated for Storm Sewer Improvements Engineering in the Total Supplemental Agreement Amount of \$31,000.00 and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

(Presented by Josh Randell, City Engineer)

Documents:

[AGREEMENT 1.PDF](#)

#### 8.A.2. **Agreement 2**

Consideration and Possible Action for the Termination of a Lease Agreement by and between the City of Ardmore and Independent School District Number 19 of Carter County, Oklahoma for Property Described as 1997 Veterans Boulevard, Ardmore, Oklahoma and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

(Presented by Kevin Norris, Assistant City Manager)

Documents:

[AGREEMENT 2.PDF](#)

## 9. **NEW BUSINESS**

(As defined by the Oklahoma Open Meeting Act 25 OK Statutes § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).

10. **ADJOURN**

**MINUTES OF A REGULAR MEETING OF THE MAYOR AND BOARD OF  
COMMISSIONERS OF THE CITY OF ARDMORE, OKLAHOMA, HELD ON  
JANUARY 17, 2023 AT 7:00 PM IN THE COMMISSION CHAMBERS**

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Present:	Doug Pfau Sheryl Ellis	Mayor Vice-Mayor
	John Credle, Jr. David Plesher Nancy Sjulín	Commissioner Commissioner Commissioner
	Kevin Boatright Lori Linney	City Manager City Clerk

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This meeting was held in compliance with the Oklahoma Open Meeting Act (OSS 25)

**1. CALL TO ORDER**

Mayor Pfau called the meeting to order.

**2. INVOCATION**

The invocation was led by Robert Newell, Chief Information Officer.

**3. PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Commissioner Plesher.

**4. ROLL CALL**

The City Clerk called roll. All were present.

**5. APPROVE AGENDA – ORDER OF BUSINESS AND CONTENTS**

Motion was made by Vice-Mayor Ellis and seconded by Commissioner Credle to approve the agenda with the removal of Item 8.E. Consent E.

Ayes:	Sjulín, Credle, Plesher, Ellis, Pfau
Nays:	None

**6. APPROVE MINUTES**

**A. of the City Commission Regular Meeting held on December 19, 2022**

Motion was made by Commissioner Plesher and seconded by Commissioner Sjulín to approve the regular minutes of December 19, 2022 as written.

Ayes: Sjulín, Credle, Plesher, Ellis, Pfau  
Nays: None

**7. PUBLIC HEARING(S)**

**A. Public Hearing for the Purpose of Hearing and Considering Any Objections and/or Complaints Concerning the Request to Rezone 270.93 Acres located at 4405 Refinery Road from AG (Agriculture) Zoning District to PFI (Public Facilities and Institutions) Zoning District**

A presentation was made by Jessica Scott, Director of Community Development, to the Commission. She stated that the City received a Rezoning application from the property owner of 270.93 acres located at 4405 Refinery Road, requesting rezoning of the subject property from Ag (Agriculture) zoning district to PFI (Public Facilities and Institutions) zoning district. In keeping with requirements of Section 319 of the Unified Development Code, a public hearing was held before the Planning Commission on January 5, 2023. Per Section 319, a public hearing is now required before the City Commission. The Rezoning request is also on this agenda for final action by the City Commission.

Present to Speak Against the Rezone:

Tony Gonzalez - Property Owner in the Proximity of 4405 Refinery Road  
Carl McCarthick - Property Owner in the Proximity of 4405 Refinery Road  
Harry and Rena Richardson - Property Owners in the Proximity of 4405 Refinery Road  
Gary Farabough - Attorney for Adjoining Property Owner of 4405 Refinery Road

Present to Speak For the Rezone:

Nanneeusha Young, Construction Programs Administrator, Oklahoma Department of Veterans Affairs  
Dewayne Robinett, HFG Architecture  
Michael Phelps, Cyntergy Engineering

Public Hearing Closed

## 8. CONSENT

### **A. Consideration and Possible Action to Declare Seven (7) Ardmore Police Department American Body Armor (Bullet Proof Vests) as Surplus and to be Disposed of in Accordance with City Code**

The Ardmore Police Department requests permission to declare seven (7) American Body Armor Bullet Proof Vests as surplus and to be disposed of via landfill or donation as follows:

<u>Serial Number</u>	<u>Purchase Value</u>
20611225/20611226	\$799.99
20611227/20611228	\$799.99
20611229/20611230	\$799.99
20611233/20611234	\$799.99
20611235/20611235	\$799.99
20611237/20611238	\$799.99
20611239/20611240	\$799.99

### **B. Consideration and Possible Action to Declare Ardmore Police Department Office Furniture (Desks, Display Case, Conference Table, Chairs) as Surplus to be Disposed of in Accordance with City Code**

The Ardmore Police Department requests permission to declare office furniture as surplus and obsolete to be disposed of via auction, landfill, OK Iron and Metal or donation as follows:

<u>Item Description</u>	<u>Asset Number</u>	<u>Purchase Value</u>
Desk, L-Shaped Metal & Formica	004650	\$1,716.30
Desk, L-Shaped Metal & Formica	004651	\$1,716.30
Desk, L-Shaped Metal & Formica	004652	\$1,716.30
Glass Display Case	006631	\$1,250.00
Conference Table and Eight Chairs	N/A	\$3,000.00

### **C. Consideration and Possible Action for a Lump Sum Distribution from the Oklahoma Municipal Retirement Fund to Ms. Elissa Freer**

Ms. Freer requests a full, lump sum distribution of her retirement account with Oklahoma Municipal Retirement Fund (OkMRF). Under the requirements of OkMRF agreement with the City of Ardmore, Oklahoma, it is required that the City Commission approve any lump sum distribution.

### **D. Consideration and Possible Action for the Acceptance of a Signed Public Utility Easement by and between the City of Ardmore and Community Activities, Inc. of Ardmore**

Staff requests acceptance of a signed Public Utility Easement by and between the City of Ardmore and Community Activities, Inc. of Ardmore. This easement will be utilized for public utility purposes.

**E. Consideration and Possible Action to Consent to an Amended Sublease Agreement by and between the Ardmore Development Authority, a Public Trust of the City of Ardmore and ATS World Wide LLC, an Oklahoma Limited Liability Company for an Additional Sublease Term of Two (2) Years to begin on December 1, 2022 and Continue through November 30, 2024**

Item 8.E. Consent E. Removed from Agenda

**F. Consideration of Adoption or Rejection of Resolution Number 4242, a Resolution for the Minor Subdivision Plat of 1 Lot on 7.22 Acres of McGill Addition located at 2605 Hedges Road, Ardmore, Oklahoma**

On January 5, 2023, the Planning Commission considered the application to approve the Minor Subdivision Plat of the McGill Addition. The Planning Commission voted (7-0) to recommend approval of the Minor Subdivision Plat.

**G. Consideration and Adoption or Rejection of Resolution Number 4243, a Resolution for the Minor Subdivision Plat of 2 Lots on 0.42 Acres of the Sparrow Hill Addition located at 528 Lake Murray Drive, Ardmore, Oklahoma**

On January 5, 2023, the Planning Commission considered the application to approve the Minor Subdivision Plat of the Sparrow Hill Addition. The Planning Commission voted (7-0) to recommend approval of the Minor Subdivision Plat.

Motion was made by Commissioner Credle and seconded by Commissioner Plesher to approve Consent Agenda Items 8.A., B., C., D., F., and G.

Ayes: Sjulín, Credle, Plesher, Ellis, Pfau  
Nays: None

**9. REGULAR BUSINESS**

**A. ORDINANCE(S)**

**1. Consideration of Adoption or Rejection of Ordinance Number 3146, an Ordinance Rezoning Approximately 270.93 Acres of Property located at 4405 Refinery Road, Ardmore, Oklahoma Re-Zoning the Property from AG (Agricultural) Zoning District to PFI (Public Facilities) Zoning District; Making Legislative Findings with Regard to the Rezoning; Providing for Severability and Declaring an Emergency and Consideration of Adoption or Rejection of Any Amendments to the Proposed Ordinance as may be Considered by the City Commission at the Meeting**



A presentation was made by Jessica Scott, Director of Community Development, to the Commission. She stated that staff received a request from the Oklahoma Department of Veteran Affairs, property owner of property located at 4405 Refinery Road to rezone this property from AG (Agriculture) to PFI (Public Facilities and Institutions). On January 5, 2023, the Planning Commission voted (6-1) to recommend approval of rezoning to PFI (Public Facilities and Institutions) zoning district.

Motion was made by Commissioner Plesher and seconded by Commissioner Credle to table Ordinance 3146 to February 21, 2023.

Ayes: Sjulín, Credle, Plesher, Ellis, Pfau  
Nays: None

**2. Consideration of Adoption or Rejection of Ordinance Number 3147, an Ordinance Amending the Code of Ordinances of the City of Ardmore, Amending Chapter 3 Section 314 of the Unified Development Code Entitled Conditional Use Permits by Amending Section 314(G)(9), to Include Additional Criteria for Temporary Shelters; and Amending Chapter 5 Section 501 of the Unified Development Code Entitled the Use Table to Require Community Service Uses to Obtain a Conditional Use Permit in All Commercial Zoning Districts; Providing Repealer, Saving Clause, Severability, and Declaring an Emergency and Consideration of Adoption or Rejection of Any Amendments to the Proposed Ordinance as may be Considered by the City Commission at the Meeting**

A presentation was made by Jessica Scott, Director of Community Development, to the Commission. She stated that on December 8, 2022, the Planning Commission considered an amendment to the City of Ardmore code of ordinances Unified Development Code to amend Section 314 (G) (9) and 501 regarding Conditional Use Permits for Temporary Shelters. The Planning Commission voted (5-0) to approve the proposed amendments.

Motion was made by Commissioner Sjulín and seconded by Commissioner Ellis to approve Ordinance 3147.

Ayes: Sjulín, Credle, Plesher, Ellis, Pfau  
Nays: None

#### **D. AGREEMENT(S)**

- 1. Consideration and Possible Action for a Memorandum of Understanding by and between the City of Ardmore and the Chickasaw Nation for the Purpose of Providing the Chickasaw Nation, Consent and Access to Install, Operate, and Maintain Utility Line(s) within Easements Assigned To, Owned By, or Under the Control of the City of Ardmore and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting**

A presentation was made by Shawn Geurin, Director of Utilities, to the Commission. He stated that the Memorandum of Understanding (MOU) is by and between the City of Ardmore and the Chickasaw Nation (Nation). The MOU allows the Nation to place a sewer forced main in an easement owned by the City of Ardmore to serve their new Casino on Highway 70. The Nation will be responsible for all costs to design, construct and maintain the line. The location of the line within the easement will require approval of the City of Ardmore.

Motion was made by Commissioner Plesher and seconded by Vice-Mayor Ellis to approve a Memorandum of Understanding by and between the City of Ardmore and the Chickasaw Nation for the purpose of providing the Chickasaw Nation, consent and access to install, operate, and maintain utility line(s) within easements assigned to, owned by, or under the control of the City of Ardmore.

Ayes: Sjulín, Credle, Plesher, Ellis, Pfau  
Nays: None

#### **E. PURCHASE(S)**

- 1. Consideration and Possible Action for the Purchase of Duty and Training Ammunition for the Ardmore Police Department from the Oklahoma State Contract SW220 from GT Distributors in the Total Amount of \$18,732.14 and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting**

A presentation was made by Cameron Arthur, Chief of Police, to the Commission. He stated that the Ardmore Police Department requests approval to purchase ammunition for duty and training purposes and utilize Oklahoma State Contract SW220 from GT Distributors. The purchase is a budgeted line item within the Fiscal Year 2022/2023 Police Budget.

Motion was made by Commissioner Sjulín and seconded by Commissioner Credle to approve the purchase of duty and training ammunition for the Ardmore Police Department from the Oklahoma State Contract SW220 from GT Distributors in the total amount of \$18,732.14.

Ayes: Sjulín, Credle, Plesher, Ellis, Pfau  
Nays: None

#### **10. NEW BUSINESS**

None

#### **11. ADJOURN**

Motion was made by Commissioner Credle and seconded by Commissioner Sjulín to adjourn from this meeting.

Ayes: Sjulín, Credle, Plesher, Ellis, Pfau  
Nays: None

Mayor and City Commissioners  
City of Ardmore, Oklahoma

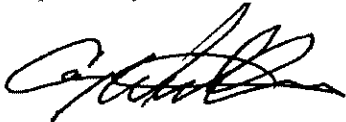
RE: Declaration of Surplus Self-Contained Breathing Apparatuses

Dear Commission Members:

The Ardmore Fire Department is requesting permission to declare the following self-contained breathing apparatuses as surplus and obsolete to be disposed of by donation.

Asset #	Serial #	Manufacturer	Model	Purchase Value
007258	0511041106AA	SCOTT	AIRPAK50	\$2,511.33
007259	0511041114AA	SCOTT	AIRPAK50	\$2,511.33
007260	0511041136AA	SCOTT	AIRPAK50	\$2,511.33
007261	0511041119AA	SCOTT	AIRPAK50	\$2,511.33
007262	0511041118AA	SCOTT	AIRPAK50	\$2,511.33
007263	0511041142AA	SCOTT	AIRPAK50	\$2,511.33
007264	0511041045AA	SCOTT	AIRPAK50	\$2,511.33
007265	0511041802AA	SCOTT	AIRPAK50	\$2,511.33
007266	0511041133AA	SCOTT	AIRPAK50	\$2,511.33
007267	0511041108AA	SCOTT	AIRPAK50	\$2,511.33
007268	0511041125AA	SCOTT	AIRPAK50	\$2,511.33
007269	0511041141AA	SCOTT	AIRPAK50	\$2,511.33
007270	0511041109AA	SCOTT	AIRPAK50	\$2,511.33
007271	0511041113AA	SCOTT	AIRPAK50	\$2,511.33
007272	0511041126AA	SCOTT	AIRPAK50	\$2,511.33
007273	0511041112AA	SCOTT	AIRPAK50	\$2,511.33
007274	0511041043AA	SCOTT	AIRPAK50	\$2,511.33
007275	0510041107AA	SCOTT	AIRPAK50	\$2,511.33
007276	0510041122AA	SCOTT	AIRPAK50	\$2,511.33
007277	0510041123AA	SCOTT	AIRPAK50	\$2,511.33
007278	0510041150AA	SCOTT	AIRPAK50	\$2,511.33
007279	11550549001493	SCOTT	AIRPAK50	\$2,511.33
007280	0510041127AA	SCOTT	AIRPAK50	\$2,511.33
007281	11550549002403	SCOTT	AIRPAK50	\$2,511.33
007282	0510041083AA	SCOTT	AIRPAK50	\$2,511.33
007283	0510041117AA	SCOTT	AIRPAK50	\$2,511.33
007284	0510041135AA	SCOTT	AIRPAK50	\$2,511.33

Respectfully Submitted,



Cary Williamson, Fire Chief

Reviewed by:

  
City Manager

CITY OF ARDMORE  
Parks and Recreation Department

Council Letter No. 5628  
Meeting Date: February 6, 2023

Mayor and City Commission  
City of Ardmore, Oklahoma

Re: Declare Surplus for Disposal

Dear Commission Members:

The Parks and Recreation Department is requesting permission to declare the item below surplus and disposal via Ok Iron and Metal, landfill, auction or donation.

Item Description	Unit #	Asset#	Serial #
ROW Hustler Mower	1005	008680	13015104

Staff respectively recommends that this item be declared surplus and disposed of via Ok Iron, landfill, auction or donation.

Respectfully submitted,



Teresa Ervin  
Parks and Recreation Director

Reviewed by:   
City Manager

CITY OF ARDMORE  
ENGINEERING DEPARTMENT  
Ardmore, Oklahoma

Commission Letter No.: 5629  
Meeting Date: February 6, 2023

Mayor and Commissioners  
City of Ardmore  
Ardmore, Oklahoma

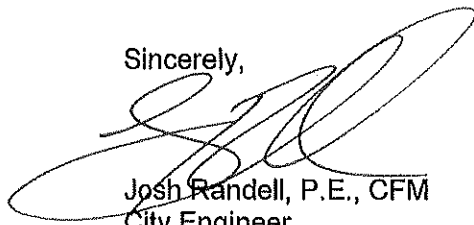
SUBJECT: Request to Declare Surplus for Destruction and Disposal

Dear Mayor and Commissioners:

The City's Streets Department has two (2) roadway sanders that have been removed from service due to their age and their ability to properly distribute sand during inclement weather and it has been determined that both should be disposed of. We therefore propose to dispose of the sanders, attached hereto, at OK Iron & Metal in accordance with the procedures established by the Purchasing Department, subject to Commission approval.

We recommend and request that the Commission declare the sanders attached to this letter be surplus and authorize said items be disposed of at OK Iron & Metal.

Sincerely,



Josh Randell, P.E., CFM  
City Engineer

Reviewed by:

  
City Manager

# FIXED ASSET REPORT

## ❖ Form 3 - Disposals ❖

Department: *STREET*  
 Month Ending: *JAN 2023*  
 Prepared By: *DON OLIVE*  
 Pages: /

### DISPOSAL

Asset Number:	<i>006492</i>	
Detailed Description of Item:	<i>1996 STREET SANDER</i>	
Serial Number:	<i>72341.</i>	
Manufacturer:	<i>SWENSON</i>	
Model Number:	<i>N/A</i>	
Date Disposed:	<i>1-10-2023</i>	
Reason For Disposal:	<input checked="" type="checkbox"/> Obsolete <input checked="" type="checkbox"/> Surplus <input checked="" type="checkbox"/> Scrap <input checked="" type="checkbox"/> Broke <input type="checkbox"/> Seized <input type="checkbox"/> Court Ordered	
Method of Disposal:	<input type="checkbox"/> Auction <input type="checkbox"/> Landfill <input type="checkbox"/> Donation <input checked="" type="checkbox"/> OK Iron & Metal <input type="checkbox"/> Other (Explain)	
Location of Disposal: (Prior to Auction)	<input type="checkbox"/> City Hall Auction Room <input checked="" type="checkbox"/> 317 Veterans Blvd. (Where Specifically): <input type="checkbox"/> Other (Explain) <i>IN YARD</i>	
Unit No.:	<i>1121</i>	
Dept Fund:	<i>21-305</i>	
Original Purchase Amount:		
Auction Info:	Date:	Location: <i>317 Veterans Blvd.</i>
Lot No.:		
Price Sold:		

Note:

*****FOR PURCHASING USE ONLY*****			
Rec'd Date: _____	By: _____	Posted in DB: _____	By: _____
Posted in Auction DB: _____	By: _____	Entered in Encode: _____	By: _____

# FIXED ASSET REPORT

## ❖ Form 3 - Disposals ❖

Department: STREET  
 Month Ending: JAN 2023  
 Prepared By: DON OLIVE  
 Pages: 1

### DISPOSAL

Asset Number:	N/A		
Detailed Description of Item:	1997 WARREN 7.5 CY STREET SANDER		
Serial Number:	EC10742		
Manufacturer:	WARREN		
Model Number:	E/AC-2420A-12		
Date Disposed:	1-10-2023		
Reason For Disposal:	<input type="checkbox"/> Obsolete <input checked="" type="checkbox"/> Surplus <input checked="" type="checkbox"/> Scrap <input checked="" type="checkbox"/> Broke <input type="checkbox"/> Seized <input type="checkbox"/> Court Ordered		
Method of Disposal:	<input type="checkbox"/> Auction <input type="checkbox"/> Landfill <input type="checkbox"/> Donation <input checked="" type="checkbox"/> OK Iron & Metal <input type="checkbox"/> Other (Explain)		
Location of Disposal: (Prior to Auction)	<input type="checkbox"/> City Hall Auction Room <input checked="" type="checkbox"/> 317 Veterans Blvd. (Where Specifically): <input type="checkbox"/> Other (Explain) <u>IN YARD</u>		
Unit No.:	156A, 133B		
Dept Fund:	21-305		
Original Purchase Amount:			
Auction Info:	Date:	Location: 317 Veterans Blvd.	
Lot No.:			
Price Sold:			

Note:

*****FOR PURCHASING USE ONLY*****			
Rec'd Date: _____	By: _____	Posted in DB: _____	By: _____
Posted in Auction DB: _____	By: _____	Entered in Encode: _____	By: _____



**CITY OF ARDMORE**  
ENGINEERING DEPARTMENT  
Ardmore, Oklahoma

Commission Letter No.: 5630  
Meeting Date: February 6, 2023

Mayor and Commissioners  
City of Ardmore  
Ardmore, Oklahoma

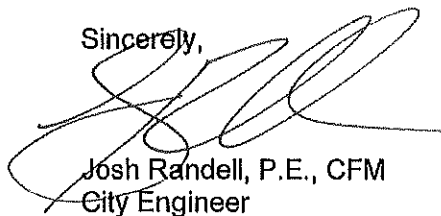
SUBJECT: Acceptance of Permanent Easement and Right of Way  
re New Proposed Kiowa Extension to Merrick Dr. and Market Street

Dear Mayor and Commissioners:

As a part of the proposed extension of Kiowa Street to Merrick Drive, and the construction of the new Market Street to serve the City of Ardmore, the City needs new right of way. A portion of the required parcels needed to construct both roadways belongs to 12<sup>th</sup> and Rockford, LLC. The needed right of way consists of approximately 6.59 acres. 12<sup>th</sup> and Rockford, LLC has agreed to provide said easement, attached herewith.

We recommend and request that the Commission accept the Easements and authorize the Mayor to execute the Acceptance.

Sincerely,



Josh Randell, P.E., CFM  
City Engineer

Reviewed by:

  
City Manager

**Parcel 3 – Permanent Right-of-Way**

**Part of the SW1/4 in 24-T4S-R1E  
City of Ardmore, Carter County, Oklahoma**

A strip, piece or parcel of land lying in the Southwest Quarter (SW ¼) of Section Twenty (24), Township Four South (T4S), Range One East (R1E) of the Indian Meridian, Carter County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said section, thence westerly along the South section line of said section to the quarter section line of said section, thence northerly along said quarter section line of said section a distance of 787.00 feet to the North Lot Line of the Kruse Addition No. 3, said point being the point or place of beginning, thence westerly along the North Lot Line of the Kruse Addition No. 3 a distance of 640.15 feet, thence N 00°34'11.21" W a distance of 1,056.12 feet, thence along a curve turning to the right with an arc length of 136.37 feet, with a radius of 1,065.00 feet, thence N 89°25'04.00" E a distance of 141.34 feet, thence along a curve turning to the left with an arc length of 136.53 feet, with a radius of 925.00 feet, thence S 00°34'11.21" E a distance of 894.65 feet, thence S 45°32'07.68" E a distance of 35.86 feet, thence N 89°45'28.28" E a distance of 95.24 feet, thence along a curve turning to the left with an arc length of 137.51 feet, with a radius of 456.63 feet, thence along a curve turning to the right with an arc length of 168.52 feet, with a radius of 570.00 feet, thence N 89°26'35.02" E a distance of 78.47 feet to a point on the quarter section line, thence southerly along the quarter section line of said section a distance of 179.91 feet to the point or place of beginning.

Containing 245,498.07 sq. ft. or 5.64 acres, more or less.

**Parcel 4 – Permanent Right-of-Way**

**Part of the SW1/4 in 24-T4S-R1E  
City of Ardmore, Carter County, Oklahoma**

A strip, piece or parcel of land lying in the Southwest Quarter (SW ¼) of Section Twenty (24), Township Four South (T4S), Range One East (R1E) of the Indian Meridian, Carter County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said section, thence westerly along the South section line of said section to the quarter section line of said section, thence northerly along said quarter section line of said section a distance of 1,979.17 feet, thence S 89°25'04.00" W a distance of 493.59 feet to said point being the point or place of beginning, thence S 89°25'04.00" W a distance of 141.34 feet, thence along a curve turning to the right with an arc length of 294.31 feet, with a radius of 1,065.00 feet, thence N 22°36'02.44" E a distance of 28.78 feet to a point on the South right of way line for Merrick Drive, thence S 28°40'40.00" E a distance of 38.54 feet along present right of way line, thence S 67°32'09.00" E a distance of 84.98 feet along present right of way line, thence N 61°28'15.00" E a distance of 39.75 feet along present right of way line to a point on the South right of way line for Merrick Drive, thence N 22°36'02.44" E a distance of 35.82 feet, thence along a curve turning to the left with an arc length of 237.54 feet, with a radius of 925.00 feet to the point or place of beginning.

Containing 38,646.54 sq. ft. or 0.89 acres, more or less.

**Parcel 5 – Permanent Drainage Easement**

**Part of the SW1/4 in 24-T4S-R1E  
City of Ardmore, Carter County, Oklahoma**

A strip, piece or parcel of land lying in the South Half (S ½) of Section Twenty (24), Township Four South (T4S), Range One East (R1E) of the Indian Meridian, Carter County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said section, thence westerly along the South section line of said section to the quarter section line of said section, thence northerly along said quarter section line of said section a distance of 958.43 feet to said point being the point or place of beginning, thence N 65°25'44.99" E a distance of 117.53, thence N 24°34'15.01" W a distance of 20.00 feet, thence S 65°25'44.99" W a distance of 141.60 feet to a point on the proposed north right of way line for Market Street, thence N 89°26'35.02" E a distance of 30.15 feet along proposed North right of way line for Market Street to a point on the quarter section line of said section, South along quarter section line of said section a distance of 8.47 feet to the point or place of beginning.

Containing 2463.53 sq. ft. or 0.06 acres, more or less.



**CITY OF ARDMORE**  
ENGINEERING DEPARTMENT  
Ardmore, Oklahoma

Commission Letter No. 5631  
Meeting Date: February 6, 2023

Mayor and Commissioners  
City of Ardmore  
Ardmore, Oklahoma

SUBJECT: Sunset Drive Street and Storm Sewer Improvements Engineering

Dear Commissioners:

It is proposed to improve Sunset Drive from Cloverleaf to just north of 6<sup>th</sup> Avenue SW. As the design has progressed, it was found that additional engineering work has to be completed. In the current design, there is a major conflict with the City's sanitary sewer. Due to environmental concerns the design of the outlet structure for the large pond found on the west side of Sunset, just north of Cloverleaf, has to be modified to avoid the sanitary sewer.

We entered into an agreement with EST, Inc in 2018, to complete the design for the roadway and storm sewer system which includes this outlet structure. They have been working with us since that time to complete the design. Following the establishment of the scope of services needed to mitigate this conflict, we have prepared an engineering supplemental agreement with EST, Inc. to complete this necessary design, attached herewith. The fees are as follows:

**Table 1: Original Agreement**

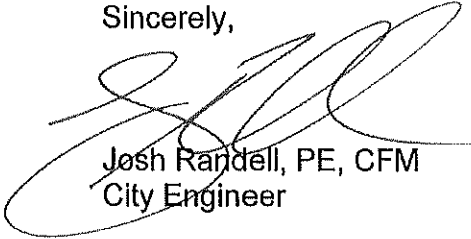
Preliminary Engineering	\$138,000.00
Final Engineering	\$64,000.00
Engineering During Construction	\$15,000.00
Total Fee	\$217,000.00

**Table 2: Supplemental Agreement**

Preliminary Engineering	No Change
Final Engineering	\$31,000.00
Engineering During Construction	No Change
Total Fee	\$248,000.00

EST has done excellent engineering for the City before and is qualified to undertake this work. To complete the final engineering needed for the project, an additional \$31,000.00 is needed. Funds are available in the General Fund to pay for required engineering. We therefore request that the Commission approve the agreement and authorize the Mayor to sign the contract attached.

Sincerely,



Josh Randell, PE, CFM  
City Engineer

Reviewed by: \_\_\_\_\_



City Manager





3.1.2 Final Engineering 90 days

3.1.3 Engineering During Construction No Change

3.2 The Project time schedule as set forth herein does not include review time by the City.

**4.0 ARTICLE IV - COMPENSATION.** The City agrees to pay the Engineer for the requisite services as described herein on the following basis:

4.1 Preliminary Engineering No Change

4.2 Final Engineering \$ 31,000.00

4.3 Engineering during Construction No Change

4.4 Total. Fee not to be exceeded \$ 248,000.00

4.5 The Engineer shall not proceed with the services described herein until written authorization in the form of Notice-to-Proceed is received from the City.

4.6 For items in ARTICLE I, Scope of Services, partial payment shall be made to the Engineer for those portions of the services completed. The Engineer shall submit to the City a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

4.6 Progress payments shall be made to the Engineer within thirty (30) days of receipt of proper billing statement.

#### **5.0 ARTICLE V - MISCELLANEOUS PROVISIONS**

5.1 Change in Scope. The Scope of Services described herein shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this Agreement by Supplemental Agreement executed by both parties.

5.2 Ownership of Drawings and Contract Documents. Original documents, tracings, plans specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the City and basic survey notes and sketches, charts, computations, and other data shall be made available upon request by the City without restriction or limitation on their use. In the event any of the above documents are re-used by the City, the nameplates will be removed and the Engineer will be released and held harmless of subsequent liabilities. There shall be no legal limitations upon the

City in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.

5.3 Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with the most recent version of AutoCAD. The Engineer makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

5.3.1 Because data stored on electronic media can deteriorate undetected or be modified without the Engineer's knowledge, the electronic data files submitted to the City or other Agencies will have an acceptance period of thirty (30) days. If during that period the City finds any errors or omissions in the files, the Engineer will correct the errors or omissions as a part of the basic Agreement. The Engineer will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period. Any changes requested after the acceptance period will be considered additional services for which the Engineer shall be reimbursed including the cost of materials.

5.3.2 The data on the electronic media shall not be considered the Engineer's instrument of service. Only the submitted hard copy documents will be considered the instrument of service. The Engineer's nameplate shall be removed from all electronic media provided to the City.

5.4 Engineer's Opinion of Probable Construction Cost. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. However, the Engineer represents that he will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the City.

5.5 Remedies. In the event of a claim, dispute and other matters in question arising out of or relating to this Agreement or the services to be rendered hereunder, the Engineer and the City agree to attempt to resolve such disputes in the following manner:

5.5.1 First, the parties agree to attempt to resolve such claims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party.

5.5.2 Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining claim, dispute or other matter in question by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

5.5.3 Third, if the claim, dispute or other matter in question, or any issues remain unresolved after the above steps, then such unresolved issues may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the American Arbitration Association current as of the date of this Agreement then pertaining.

5.6 Insurance. The Engineer shall procure and maintain at its expense during the effective period of this Contract the following insurance from insurance companies authorized to do business in Oklahoma covering all operations and services under this Contract performed by Engineer.

5.6.1 Workers' Compensation Insurance in accordance with applicable Oklahoma law.

5.6.2 Commercial General Liability in amounts not less than \$1 million combined single limit per occurrence and \$1 million aggregate for bodily injury, personal injury and property damage with endorsements to include broad form contractual, and broad form property damage.

5.6.3 Automobile Liability, Bodily Injury and Property Damage with a limit of \$1 million for occurrence, combined single limit including owned, hired and non-owned autos.

5.6.4 Professional Liability Insurance in amounts not less than \$1 million per claim and annual aggregate.

5.6.5 The Engineer shall furnish to the City a certificate or certificates of insurance showing compliance with this paragraph. The certificates shall provide that the insurance shall not be canceled until at least ten (10) calendar days written notice shall have been given to City.

5.7 Liability. To the extent permitted under Oklahoma Law each party will defend and indemnify and hold harmless the other party from and against third party claims for liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party, unless such injury or damage resulted from the sole negligence of the other party. In the event negligence is attributable to both parties, each party shall be responsible for the resulting damages attributable to the negligence of such party whether such proportionate share is arrived at through agreement between the parties or as a result of litigation.

5.8 Law of Oklahoma To Govern. This Agreement shall be construed according to the laws of the State of Oklahoma. The Engineer shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

5.9 Force Majeure. Any delay or failure of Engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic

materials or causes beyond the reasonable control of Engineer, provided that prompt written notice of such delay or suspension be given by Engineer to the City. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall be reimbursed for the cost of such delays.

5.10 Binding Upon Successors. This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers in two (2) counterparts, both of which shall be deemed an original, on the day and year first above-written.

"CITY"  
CITY OF ARDMORE, OKLAHOMA

ATTEST:

\_\_\_\_\_  
Mayor

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

"ENGINEER":  
EST, INC.

ATTEST:

\_\_\_\_\_  
Michael Vahabzadegan, P.E.  
President

\_\_\_\_\_  
Title: Secretary (Paul Poynter)

**CITY OF ARDMORE**  
Office of City Manager

Council Letter No. 5620  
Meeting Date: February 6, 2023

Mayor and City Commission  
City of Ardmore, Oklahoma

RE: Termination of Lease Agreement between the City of Ardmore and Independent School District NO. 19 of Carter County, Oklahoma.

Dear Commission Members:

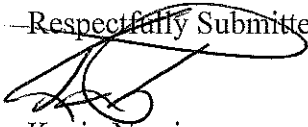
The Termination of Lease Agreement is between the City of Ardmore and Independent School District NO. 19 of Carter County, Oklahoma. On or about March 1, 2019, Independent School District NO. 19 of Carter County, Oklahoma entered into a lease for certain vacant property described as follows:

**1997 Veterans Blvd., Ardmore, Oklahoma**

The City of Ardmore and Independent School District NO. 19 of Carter County, Oklahoma by mutual agreement have agreed to enter into the Termination of Lease Agreement effective June 30, 2023.

Staff respectfully recommends approval of the Termination of Lease Agreement between the City of Ardmore and Independent School District NO. 19 Carter County, Oklahoma.

~~Respectfully Submitted,~~



Kevin Norris  
Assistant City Manager

Reviewed by: \_\_\_\_\_



## AGREEMENT FOR TERMINATION OF LEASE

THIS AGREEMENT is made on \_\_\_\_\_, 2023, between the City of Ardmore, Oklahoma (the "City") and Independent School District NO. 19 of Carter County, Oklahoma (the "Tenant").

WHEREAS, the City is the owner of the property situated at 1997, Veterans Blvd., Ardmore, Ok and has leased the subject property to the Independent School District NO. 19 of Carter County, Oklahoma. A copy of the lease is attached hereto as Exhibit 1.

WHEREAS, the Lease is set to expire on June 30, 2023.

WHEREAS, the Parties desire to amend the expiration date to June 30, 2023;

NOW THEREFORE, the Parties do hereby agree as follows;

1. Lease Expiration Date. Parties hereby amend the Lease Expiration Date to June 30, 2023 and all options to renew are hereby cancelled. Tenant will surrender complete possession of property to City on June 30, 2023.

2. Tenant's Release. Tenant, its officers, agents, affiliates (including parent companies and subsidiaries), successors, and assigns hereby releases remises and forever discharges City of and from all debts, demands, actions, causes of action, arbitration, claims, suits, accounts, covenants, contracts, agreements, and any and all claims, demands and liabilities whatsoever, both known and unknown, of any name and nature, and in law and in equity, which may be asserted against City, its heirs, successors, parents, owners, managers, subsidiaries, and assigns that Tenant now has, or ever had, arising out of any act, event, omission, or occurrence, which took place prior to the termination of the described lease agreement and specifically related to, all claims and defenses that were or could have been asserted in connection with the Lease Agreement and/or the Property.

3. Miscellaneous. This Agreement (including any exhibits hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral to written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state of Massachusetts, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile, PDF or email), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any exhibits hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

Independent School District NO. 19 of Carter County, Oklahoma

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

City of Ardmore

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

Attachments: Lease

Exhibit 1.

This Lease Agreement ("Lease") is made and effective February 26, 2019, by and between CITY OF ARDMORE OKLAHOMA ("Landlord") and ARDMORE INDEPENDENT SCHOOL DISTRICT NO. 19, CARTER COUNTY, OKLAHOMA, also referred to as ARDMORE CITY SCHOOLS, ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 1997 Veterans Blvd., Ardmore, Oklahoma. The portion of the building constituting the Leased Premises includes the shop bay area of the building, the bay offices and areas not used by the State of Oklahoma for the Driver's License testing. A sketch of the lease premises is attached hereto as Exhibit 1.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed;

1. **Term.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning March 1, 2019 and ending June 30, 2019. Upon expiration of the initial term this agreement shall automatically renew for one year terms unless either party provides written notice of Intent not to renew. On March 1, 2019, Tenant shall have possession of the lease premises.
2. **Rent.** Tenant shall pay to Landlord rent during the initial term and during the renewal period lease of \$100.00 per month.
3. **Use.** Notwithstanding the forgoing, Tenant shall use the Leased Premises for the purposes of repair and maintenance of school buses and other vehicles owned by Tenant. Tenant shall not use the leased premises for any other purpose except by written consent of landlord
4. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part since this lease is only entered into as an accommodation to the schools of Ardmore.
5. **Utilities.** Tenant shall pay all charges for sewer, gas, electricity, water, sewer, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.
6. **Entry.** Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.
7. **Leased Premises Rules.** Tenant will comply with the rules of the Leased Premises adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. Tenant shall not conduct or permit any activities on the leased premises which violate any federal, state or local laws. Storage of any combustible materials will be subject to approval by the Ardmore Fire Department.
8. **Repairs.** Tenant shall at its own expenses make all necessary repairs to the Premises. Such repairs shall include routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof subject to the obligations of the parties otherwise set forth in this Lease.



9. **Indemnity.** Tenant shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Tenant's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises. Tenant shall provide proof of liability insurance during the term of the lease including any extensions of the lease in an amount equal to the coverage of the Governmental Tort Claims Act.
  
10. **Lease Authority,** This lease is entered into between Landlord and Tenant at a nominal lease amount in order to provide support for Ardmore Public Schools and is authorized as a public purpose under 11 Oklahoma Statutes Section 22-125.
  
11. **Alterations & Improvements.** Tenant may, at its sole expense, redecorate the Premises and make such non-structural alterations and changes as Tenant shall deem expedient or necessary, provided, however, such alterations and changes shall neither impair the structural soundness nor diminish the value of the Premises. The Tenant may make structural alterations and additions to the Premises provided Tenant first obtains the consent of the Lessor in writing. The Lessor agrees that it shall not withhold such consent unreasonably.
  
12. **Termination** Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Upon the expiration or earlier termination of this Agreement, Tenant shall return the Premises to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.
  
13. **Notices.** Any notice or other communication to be given under this Agreement shall be in writing and shall be sent to the parties at the following addresses:

Tenant: Ardmore City Schools

AKA: Independent School District No. 19, Carter County, OK C/O  
 Superintendent of Schools  
  
 PO Box 1709  
  
 Ardmore, OK 73401

Lessor: City Manager, City of Ardmore,  
  
 PO Box 249  
  
 Ardmore, OK 73402

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease on February 26, 2019.

By: \_\_\_\_\_  
 Landlord, City of Ardmore, Oklahoma

James Foreman  
Board/Pr  
Tenant

**CITY OF ARDMORE**  
Office of City Manager

Council Letter No. 4373  
Meeting Date: March 18, 2019

Mayor and City Commission  
City of Ardmore, Oklahoma

RE: Lease Agreement between the City of Ardmore and Ardmore Independent School  
District No. 19

Dear Commission Members:

The Lease Agreement entered into is between the City of Ardmore (Landlord) and Ardmore Independent School District No. 19 (Tenant) in the sum of One Hundred Dollars (\$100.00) per month, payable on the 1<sup>st</sup> day of each month for a building and associated property owned by the Landlord located at 1997 Veterans Boulevard in Ardmore, Oklahoma.

The term of this Lease shall be for one (1) year, beginning on the 1<sup>st</sup> day of March, 2019 and ending on the 30<sup>th</sup> day of June, 2019. The term of this lease shall automatically renew for one (1) year periods, unless the Landlord or Tenant gives thirty (30) day written notice to the other party that the Lease will not be renewed and extended and will be terminated.

Staff respectfully recommends approval of the Lease Agreement between the City of Ardmore and Ardmore Independent School District No. 19.

Respectfully Submitted,

  
J.D. Spohn  
City Manager

## Lease Agreement

This Lease Agreement ("Lease") is made and effective February 26, 2019, by and between CITY OF ARDMORE OKLAHOMA ("Landlord") and ARDMORE INDEPENDENT SCHOOL DISTRICT NO. 19, CARTER COUNTY, OKLAHOMA, also referred to as ARDMORE CITY SCHOOLS, ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 1997 Veterans Blvd., Ardmore, Oklahoma. The portion of the building constituting the Leased Premises includes the shop bay area of the building, the bay offices and areas not used by the State of Oklahoma for the Driver's License testing. A sketch of the lease premises is attached hereto as Exhibit 1.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning March 1, 2019 and ending June 30, 2019. Upon expiration of the initial term this agreement shall automatically renew for one year terms unless either party provides written notice of intent not to renew. On March 1, 2019, Tenant shall have possession of the lease premises.
2. **Rent.** Tenant shall pay to Landlord rent during the initial term and during the renewal period lease of \$100.00 per month.
3. **Use.** Notwithstanding the forgoing, Tenant shall use the Leased Premises for the purposes of repair and maintenance of school buses and other vehicles owned by Tenant. Tenant shall not use the leased premises for any other purpose except by written consent of landlord
4. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part since this lease is only entered into as an accommodation to the schools of Ardmore.
5. **Utilities.** Tenant shall pay all charges for sewer, gas, electricity, water, sewer, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.
6. **Entry.** Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.
7. **Leased Premises Rules.** Tenant will comply with the rules of the Leased Premises adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. Tenant shall not conduct or permit any activities on the leased premises which violate any federal, state or local laws. Storage of any combustible materials will be subject to approval by the Ardmore Fire Department.
8. **Repairs.** Tenant shall at its own expenses make all necessary repairs to the Premises. Such repairs shall include routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.
9. **Indemnity.** Tenant shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Tenant's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises. Tenant shall provide proof of liability insurance during the term of the lease including any extensions of the lease in an amount equal to the coverage of the Governmental Tort Claims Act.

10. **Lease Authority.** This lease is entered into between Landlord and Tenant at a nominal lease amount in order to provide support for Ardmore Public Schools and is authorized as a public purpose under 11 Oklahoma Statutes Section 22-125.
11. **Alterations & Improvements.** Tenant may, at its sole expense, redecorate the Premises and make such non-structural alterations and changes as Tenant shall deem expedient or necessary, provided, however, such alterations and changes shall neither impair the structural soundness nor diminish the value of the Premises. The Tenant may make structural alterations and additions to the Premises provided Tenant first obtains the consent of the Lessor in writing. The Lessor agrees that it shall not withhold such consent unreasonably.
12. **Termination** Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Upon the expiration or earlier termination of this Agreement, Tenant shall return the Premises to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.
13. **Notices.** Any notice or other communication to be given under this Agreement shall be in writing and shall be sent to the parties at the following addresses:

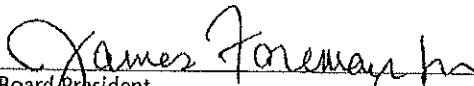
Tenant: Ardmore City Schools  
AKA: Independent School District No. 19, Carter County, OK  
C/O Superintendent of Schools  
PO Box 1709  
Ardmore, OK 73401

Lessor: City Manager, City of Ardmore, OK  
PO Box 249  
Ardmore, OK 73402

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease on February 26, 2019.

By: \_\_\_\_\_  
Landlord, City of Ardmore, Oklahoma

By:  \_\_\_\_\_  
Board President  
Tenant, Ardmore Independent School District No. 19