



CITY OF MIDWEST CITY MEETINGS

All Council/Authority/Commission meetings of the City of Midwest City (MWC) elected officials will be held in the Council Chamber located at 100 N. Midwest Blvd., Midwest City, OK 73110, Oklahoma County, Oklahoma, unless notified otherwise.

Special Assistance for a Meeting: Send request via email to dyoung@midwestcityok.org or call 405- 739-1220 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

For the purposes of all meetings of the MWC elected and/or appointed officials, the term “possible action” shall mean possible adoption, rejection, amendments, postponements, and/or recommendation to the City Council and/or Authorities.

Pursuant to Midwest City Resolution 2022-50, the following rules of conduct and engagement are in effect for all meetings of the MWC elected and/or appointed officials:

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.
2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.
3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.
4. Agenda items requesting action of the elected officials shall include:
 1. Presentation by City Staff and/or their invited guest speaker;
 2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
 3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
 4. Motion and second by the elected officials.
 5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
 6. Final discussion and possible action/amended motion by the elected officials.



SPECIAL URBAN RENEWAL AUTHORITY AGENDA

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

August 5, 2026 - 10:45 AM

Presiding members: Chairman Wade Moore

Vice-Chairman Aaron Budd Commissioner Jacob Hussain

Secretary/Treasurer Sherry Beard Commissioner Rita Maxwell

Staff Present:

General Manager Tim Lyon

Counselor Don Maisch

Economic Development Director

Robert Coleman

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration, or possible action to administer the Oath of Office to newly appointed Urban Renewal Authority Commissioner Rita Maxwell.
2. Discussion, consideration, and possible action to approve the June 10, 2026, special meeting minutes. (R. Coleman - Economic Development)
3. Discussion, consideration and possible action to amend and approve a Construction Management Agreement with A.C. Owen Construction, Edmond, OK, for services related to Project "Sunshine" – the demolition and clearing of blighted properties within the Urban Renewal Area, including 6707, 6777 and 6909 E Reno AV (a/k/a Blocks 2, 3, 6, 7, and 8; Heritage Park Mall, a Re-Subdivision of Blocks 3 – 5 of the Miracle Mile Addition). (T. Lyon - City Manager)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. ADJOURNMENT.



Economic Development Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1218
rcoleman@MidwestCityOK.org

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Robert Coleman, Director of Economic Development

DATE: August 5, 2026

SUBJECT: Discussion, consideration, or possible action to administer the Oath of Office to newly appointed Urban Renewal Authority Commissioner Rita Maxwell.

Ms. Hussain was appointed to the URA at the June 23, 2026 City Council meeting to replace Ted Nugent who termed out July 31, 2026.

Respectfully,

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

Tim Lyon
General Manager/Administrator

Attachments: Oath of Office

City of Midwest City
URBAN RENEWAL AUTHORITY

100 N. Midwest Blvd., Midwest City, OK 73110

Print Name of Officer or Employee

LOYALTY OATH
(51 O.S. §36.2A)

I do solemnly swear (or affirm) that I will support the Constitution and the laws of the United States of America and the Constitution and the laws of the State of Oklahoma, and that I will faithfully discharge, according to the best of my ability, the duties of my office or employment during such time as I am a Commissioner of the Urban Renewal Authority.

State of Oklahoma

County of Oklahoma

Signed and sworn to (or affirmed) before me on the 18th day of June, 2024 by

(Seal, if any)

My Commission Expires: _____

Commission Number:

Affiant Sign Here

Print name of the person taking the oath.

Signature of the Notary

Title and Rank (if other than a notary)



Midwest City Urban Renewal Authority
100 N Midwest Boulevard
Midwest City, OK 73110 – 4319
(405) 739-1202

MEMORANDUM

TO: Chairman Moore and the Urban Renewal Authority Commissioners

FROM: Tim Lyon, General Manager/Administrator

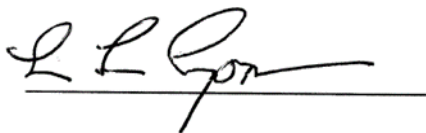
DATE: July 15, 2026

SUBJECT: Discussion, consideration, and possible action to approve the June 10, 2026, special meeting minutes.

Attached for your review and approval are the minutes from the last meeting of the URA.

Staff recommends approving as presented.

Respectfully,



Tim Lyon
General Manager/Administrator

Attachments: 06/10/2026 URA Special Meeting Minutes

Notice of this special Midwest City Urban Renewal Authority meeting was filed with the City Clerk of Midwest City more than 48 hours prior to the meeting and copies of the agenda for this special meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

MINUTES OF THE SPECIAL

MIDWEST CITY URBAN RENEWAL AUTHORITY SPECIAL MEETING

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard
Wednesday, July 15, 2026 – 8:15 AM

A special meeting of the Midwest City Urban Renewal Authority was held on July 15, 2026, at 8:15 AM in the Council Chambers, Midwest City Hall, 100 N. Midwest BL, Midwest City, OK 73110.

Present were Chairman Wade Moore, Secretary/Treasurer Sherry Beard and Commissioner Jacob Hussain. Vice-Chairman Aaron Budd and Commissioner Ted Nugent were absent. Counselor Don Maisch and Economic Development Director Robert Coleman represented the City of Midwest City.

A. CALL TO ORDER.

Chairman Moore called the meeting to order at 8:17 AM.

B. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action to approve the July 14, 2026, special meeting minutes.

Chairman asked if anyone had any questions or corrections with the draft minutes. Hearing none, he called for the question. Secretary Beard motioned to approve the minutes, and her motion was seconded by Commissioner Hussain and approved 3-0.

2. Discussion, consideration and possible action to approve the Fiscal Year 2025 - 2026 Annual Report and to direct its filing with the Mayor and City Council of the City of Midwest City.

Economic Development Director Coleman provided an overview of the contents of the FY 2025 – 2026 Annual Report noting the current fund balance and encumbrances. He noted most of the encumbrances were connected to the Authority's plans to demolish the former Whataburger, 6525 E Reno AV in addition to landscape maintenance in the Urban Renewal Area. Coleman also noted maintenance of the former Sears, 6909 E Reno AV, remained the responsibility of the Economic Development Authority.

Chairman Moore asked commissioners if there were any edits or corrections. Commissioner Hussain noted one correction. Secretary Beard moved to approve the corrected minutes, which was seconded by Commissioner Hussain and approved 3 – 0.

B. PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9 The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority

on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the General Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until the matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUEST TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

Former Ward 3 Councilmember and future Commissioner Rita Maxwell was the only audience member. Counselor Don Maisch introduced Ms. Maxwell and she was welcomed by the Commissioners and Staff.

E. EXECUTIVE SESSION.

1. **Discussion, consideration, and possible action to 1) enter into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body to process the claim or conduct a pending litigation, or proceeding in the public interest regarding review of various litigation matters concerning the Heritage Park Mall Area Urban Renewal Plan; and 2) authorizing the General Manager/Administrator to take action as appropriate based on discussion.**

Secretary Beaird motioned to recess into Executive Session; her motion was seconded by Commissioner Hussain and approved 3 – 0. Chairman Moore opened the Executive Session at 8:22 AM.

At 8:44 AM Commissioner Hussain motioned to reconvene the meeting. Secretary Beaird seconded his motion, which was approved 3 – 0.

Chairman Moore noted that no action was taken in Executive Session.

F. ADJOURNMENT.

Chairman Moore adjourned the meeting at 8:44 AM.

WADE MOORE, Chairman

ATTEST:

SHERRY BEAIRD, Secretary



Midwest City Urban Renewal Authority
100 N Midwest Boulevard
Midwest City, OK 73110 – 4319
(405) 739-1202

MEMORANDUM

TO: Chairman Moore and the Urban Renewal Authority Commissioners

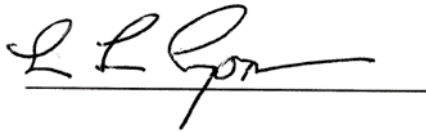
FROM: Tim Lyon, General Manager/Administrator

DATE: August 5, 2026

SUBJECT: Discussion, consideration and possible action to amend and approve a Construction Management Agreement with A.C. Owen Construction, Edmond, OK, for services related to Project “Sunshine” – the demolition and clearing of blighted properties within the Urban Renewal Area, including 6707, 6777 and 6909 E Reno AV (a/k/a Blocks 2, 3, 6, 7, and 8; Heritage Park Mall, a Re-Subdivision of Blocks 3 – 5 of the Miracle Mile Addition).

Please see the attachments for more information.

Staff recommends approval.



Tim Lyon
General Manager/Administrator

Attachments: - Information on the Construction Manager at Risk Selection Process Agreement with A.C. Owen

Tim Lyon, General Manager/Administrator
Wade Moore, Chairman Aaron Budd, Vice-Chairman Sherry Beaird, Secretary – Treasurer
Jacob Hussain, Commissioner Rita Maxwell, Commissioner

“Project Sunshine”

Construction Manager at Risk Recommendation

The Heritage Park Mall Urban Renewal Area (URA) consists of approximately 526,757 square feet of structures situated on 38.82 acres. Given the size, complexity, and significance of this project, Staff determined that the URA would be best served by engaging a professional construction management firm to provide continuous, on-site oversight of all phases of the work. This approach is expected to improve efficiency, enhance coordination, and reduce overall project risk.

A Construction Manager at Risk (CMAR) contract offers several important benefits to the URA. CMAR allows the construction manager to participate early in the design process, helping refine the design to reduce costs and mitigate risk. The construction manager can identify potential problems before work begins and provide accurate, real-time cost estimates while allowing the URA to maintain flexibility in project scope. These advantages significantly reduce the likelihood of unexpected issues during construction.

CMAR contracting also contributes to more predictable budgeting and improved cost control and provides the URA with greater protection against cost overruns. In many cases, the CMAR process shortens the project timeline by allowing design, bidding, and construction activities to overlap. This delivery method promotes collaboration between the contractor and City Staff, enabling problems to be solved in the most economical and efficient manner.

The State of Oklahoma Office of Management and Enterprise Services (OMES) maintains a roster of qualified construction management firms eligible to perform services for state agencies. Other political subdivisions, including cities, towns, school districts, and colleges, may also utilize firms listed on the OMES registry.

When procuring CMAR services, cities must adhere to the following statutory requirements:

1. Consider construction managers listed in the OMES file. Political subdivisions may seek proposals from any number of qualified candidates.
2. Evaluate candidates based on professional qualifications, licensing, registration, certifications, technical abilities, and relevant past experience. Only firms recognized as qualified by OMES may be considered. Political subdivisions may follow either the procedures outlined in the Public Construction Management Act for Political Subdivisions or procedures established by OMES for state agencies.
3. Select a construction manager based on professional qualifications and technical experience. The political subdivision must negotiate a contract with the highest-qualified firm, provided a fair and reasonable fee can be reached. If an agreement cannot be negotiated, the subdivision may proceed to negotiate with the next most qualified firm.

Staff requested detailed qualifications from three firms listed on the OMES Construction Management roster: A.C. Owen, Lippert Brothers, and Willowbrook. All three firms submitted responses and agreed to participate in interviews as part of the selection process.

On April 14, 2026, an evaluation team consisting of City Manager Tim Lyon, Assistant City Manager Vaughn Sullivan, City Attorney Don Maisch, and Economic Development Director Robert Coleman conducted one-hour interviews with each firm. All three firms were well qualified and had prior experience with the City or its Authorities; however, Staff concluded that A.C. Owen (“Owen”) was the best overall fit for this project.

Due to the unusual circumstances surrounding Heritage Park Mall, Owen may need to collect, inventory, and legally dispose of personal items left on the property by the owners. Before agreeing to contract terms, Owen requested an opportunity to tour the property.

On June 4, Staff accompanied Owen during a walk-through of the interior of the former mall. While the owners had removed amount of material from the former Service Merchandise, substantial quantities of building materials and derelict vehicles remained illegally stored in the former Montgomery Ward space. Following this tour—and in consideration of the full scope of work ahead—Owen submitted the attached agreement.

Owen’s proposal outlines approximately \$183,294 in costs associated with preparing the site for demolition and clearing blighted structures, excepting the former Whataburger at 6525 E. Reno Avenue (Block 5, HPM), which is being demolished under a separate agreement. Demolition costs are estimated at \$1.3 to \$1.6 million.

In Attachment B-1 of the Agreement, Owen proposed the following fee scale for managing the project:

Due to the unknown variables surrounding project budget AC Owen proposes the following CM fees based on total project cost excluding preconstruction items above.

Up to \$1,200,000 - 15%
\$1,200,000 - \$1,900,000 - 12%
\$1,900,000 - \$2,300,000 - 10%
\$2,300,000 - \$2,900,000 - 7%
\$2,900,000 - \$3,700,000 - 6%

Total costs of the work Owen will subcontract is estimated at \$1,473,518 - \$1,783,283, which allows Owen somewhere between \$176,822 and \$213,994 for management fees. These figures suggest the total project costs will arrive between \$1,650,340 and \$1,997,277. However, it is very important to note these figures could dramatically escalate if hazardous material abatement becomes necessary prior to demolition. The estimates also do not include the work and materials needed to ensure the

east side of the LifeChurch building remains weatherproof. Staff will have a clearer estimate of those expenses once TAP Architecture evaluates existing conditions and submits its recommendations.

The URA currently has approximately \$2.6 million of available funds in its FY 2026–2027 budget.

Staff recommends approval of the agreement with A.C. Owen Construction as submitted.

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
between
A.C. OWEN CONSTRUCTION, LLC
And
THE MIDWEST CITY URBAN RENEWAL AUTHORITY

THIS CONSTRUCTION MANAGEMENT SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Urban Renewal Authority, an Authority created pursuant to the requirements of Title 11 of the Oklahoma Statutes, (hereinafter referred to as “**Authority**”), and A.C. Owen Construction, LLC, (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **Authority** is in need of Construction Management Services for the pre-demolition, demolition and construction and other management services for Heritage Park Mall in Midwest City, Oklahoma; and

WHEREAS, **Service Provider** is in the business of providing such construction management services that is needed by the **Authority**; and

WHEREAS, the **Authority** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Authority** the requested construction management services; and

WHEREAS, **Authority** hereby retains **Service Provider** to provide construction management services as an independent contractor; and

WHEREAS, **Service Provider** agrees to provide the **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Authority**, and **Service Provider** hereby agree as follows:

1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED

Subject to the terms and conditions of this **Agreement**, the **Authority** retains the **Service Provider** as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority**

Construction Management Services Agreement with AC Owen Construction

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services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The Authority shall meet with **Service Provider** to identify service needs on a project-by-project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Authority** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Authority**, and, upon approval of the invoice, the Authority will pay the invoice. Upon completion of each Project and provision to the **Authority** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Construction Management Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Authority**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**.

b) The text of this **Agreement** together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **Authority** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
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Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Authority’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on **Attachment “C” (“Service Provider’s Team”)** without the prior written consent of the **Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto,

Construction Management Services Agreement with AC Owen Construction

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CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
between
A.C. OWEN CONSTRUCTION, LLC
And
THE MIDWEST CITY URBAN RENEWAL AUTHORITY

pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority**.

3. CONSIDERATION

A. The **Authority** shall pay the **Service Provider** the stated compensation pursuant to the schedule as specified in **Attachment “B-1” (“Schedule of Fees”)**. Additionally, the **Authority** shall pay any subcontractors for the **Service Provider** for the services listed in **Attachment “B-2”**.

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Authority** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Authority** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income

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tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Authority**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Authority** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Authority** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Authority** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Authority**.

1. Upon receipt of a notice of termination for the *convenience* from the **Authority**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Authority**, the **Authority** shall pay **Service Provider** for completed

Construction Management Services Agreement with AC Owen Construction

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Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Authority** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Authority** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt

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of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. Obligation upon Termination for *Convenience*.

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

2. Upon termination for *convenience* of the Project and the providing to the **Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the

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Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use

Construction Management Services Agreement with AC Owen Construction

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and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

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G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. BONDS

Service Provider shall provide all bonds required by the **Authority**. All Bonds shall be on forms provided by the **Authority**. The **Authority** shall be the beneficiary of the Bond. The Bond shall be underwritten by a company that has filed and has registered to do business with the Oklahoma Secretary of State.

10. CONFIDENTIALITY

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Service Provider acknowledges that in the course of training and providing other services to the **Authority**, the **Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any person, other than to the **Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

11. NOTICES

A. Notices and other communications to the **Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The Midwest City Urban Renewal Authority, Secretary
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Aaron C. Owen
AC Owen Construction
1376 Fretz Drive
Edmond, OK 73003

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless

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otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

12. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the City of Midwest City, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

13. ASSIGNMENT AND SUBCONTRACT

Service Provider may not assign or subcontract its interest under this **Agreement** without the prior written consent of the **Authority**. Any assignment or subcontract shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such subcontract by **Authority**. The **Authority** may, but not required, to execute a letter approving either the assignment or subcontract as provided herein on behalf of **Authority**. Upon approval of such assignment or subcontract, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of each written subcontract agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

14. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

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15. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

16. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

17. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Authority** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

18. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

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C. Should the **Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

19. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

20. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

21. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary

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- of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

22. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

23. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

24. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Authority** through a purchase order.

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25. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Authority** hereby delegates to the Authority Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

26. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Authority** as the last party hereto.

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CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

Service Provider: A.C. Owen Construction, LLC

By: _____

Name: _____

Title: _____

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THE MIDWEST CITY URBAN RENEWAL AUTHORITY

APPROVED by the Midwest City Urban Renewal Authority and **SIGNED** by the Chair of The Midwest City Urban Renewal Authority this _____ day of _____, 2022.

MIDWEST CITY URBAN RENEWAL AUTHORITY

CHAIR

SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

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ATTACHMENT A

The following deliverables will be provided to the Midwest City Urban Renewal Authority by AC Owen Construction:

1. Two budgets as we work through design
2. Coordination Meetings with design consultants
3. Cost relief analysis
4. Compile Bid Packages for use during the public bidding process
5. Master Bid Tabulation Post Bid
6. Final Schedule of Values as an Exhibit for the Contract

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ATTACHMENT B-1

Due to the unknown variables surrounding project budget AC Owen proposes the following CM fees based on total project cost excluding preconstruction items above.

Up to \$1,200,000 - 15%
\$1,200,000 - \$1,900,000 - 12%
\$1,900,000 - \$2,300,000 - 10%
\$2,300,000 - \$2,900,000 - 7%
\$2,900,000 - \$3,700,000 - 6%

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ATTACHMENT B-2

Consultant Fee and Administrative Breakout:

TAP Architecture	\$22,275.00
Cedar Creek Civil Engineer**	\$39,425.00-\$49,200.00
ASTECH	\$25,925.00 (est. cost)
Oklahoma Environmental Services	\$28,000.00
Temporary Fence (8 months)	\$12,893.53
Consultant/Design Contingency Preconstruction Fee	\$25,000.00 (roughly 20%)
Preconstruction Fee	\$20,000.00
 Total	 \$173,518.53-\$183,293.53

Exclusions:

- Landscape/Irrigation Consultant
- Sub Consultant Fees (including but not limited to Geotechnical, ESA, Traffic Study/Design)
- Rezoning
- Easements
- Underground storage tank removal
- Soil remediation

**Option #1 includes 100' around building ALTA, option #2 includes the whole site of 60 acres

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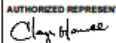
ATTACHMENT C

The Project Team is:

President/CEO – Aaron C. Owen
Director of Operations – Paul Boren
Director of Preconstruction – Connor Poss
Lead Estimator – Christian Womack
Preconstruction and Project Admin Coordinator – Maria Spadaccini

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ATTACHMENT D

	CERTIFICATE OF LIABILITY INSURANCE	ACOWENC-01	SSCHWARZ			
		DATE (MM/DD/YYYY) 7/20/2026				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Rich & Carlmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114		CONTACT NAME: Shelia Schwarz PHONE (A/C, No, Ext): (405) 463-7510 FAX (A/C, No): E-MAIL ADDRESS: sschwarz@rcins.com				
INSURED AC Owen Construction, LLC 1376 Fratz Dr Edmond, OK 73003		INSURER(S) AFFORDING COVERAGE INSURER A : Phoenix Insurance Company 25623 INSURER B : FIDELITY & GUARANTY INS CO 35386 INSURER C : Travelers Prop Cas Co of Am 25674 INSURER D : INSURER E : INSURER F :				
COVERAGES		CERTIFICATE NUMBER:				
		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	TYPE OF INSURANCE	ADOL/SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PER SUBJECT ☐ LOC ☐ OTHER		DTC0B5812750PHX25	8/23/2025	8/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per contract) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ RENTED AUTOS ☒ USED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAB58151982526G	8/23/2025	8/23/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LMB ☐ EXCESS LIAB ☒ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		CUPB5815703252S	8/23/2025	8/23/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UBB58154632526G	8/23/2025	8/23/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RC: Construction Management Services Agreement						
CERTIFICATE HOLDER The Midwest City Urban Renewal Authority 100 N. Midwest Boulevard Midwest City, OK 73110				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
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