NOTICE OF REGULAR MEETING AND AGENDA
OF THE MIAMI CITY COUNCIL
TUESDAY, JULY 7, 2026
5:30 PM
OR IMMEDIATELY FOLLOWING THE COMPLETION OF THE MEETING OF THE MIAMI SPECIAL UTILITY AUTHORITY
Miami Civic Center
129 5th Avenue Northwest, Miami, Oklahoma 74354

Filed in the Office of the City Clerk and displayed in the main lobby of the Miami Civic Center and by posting on www.miamiokla.gov starting at 3:15 AM/(PM) on July 06, 2026, pursuant to 25 O.S. § 311(9) (a) and (b).

Melissa Moore
Melissa Moore, City Clerk

THE COUNCIL MAY TAKE ANY OF THE FOLLOWING ACTIONS: DISCUSS, CONSIDER AND VOTE FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ANY ITEM LISTED IN THIS AGENDA:

1. **Call to Order** — **Mayor Pro Tem Estep**

2. **Public Input and Unscheduled Personal Appearances** — **Mayor Pro Tem Estep**
   Each person will be limited to three minutes. The purpose of this agenda item is to provide an opportunity for citizens' comments and public announcements. In keeping with the principles of the Oklahoma Open Meeting Act, Council Members and city staff will not engage in discussion or take any action under this agenda item. If you seek discussion or further inquiry, please contact your Council Member, the Mayor or the office of the city manager. Responses to citizen comments, if any, will occur under an applicable Agenda item at this or a future public meeting, or a response may be given by a phone call, personal meeting or a posting on the city website: www.miamiokla.net.

3. **Discussion and Possible Action Items**

   A. Discussion and Possible Action on the Claims List for Fiscal Year 2025-2026 — **City Council**

   B. Discussion and Possible Action on the Claims List for Fiscal Year 2026-2027 — **City Council**

   C. Discussion and Possible Action on the Minutes: June 15, 2026 (Special Meeting) — **City Council**

   D. Discussion and Possible Action on the Minutes: June 23, 2026 (Regular Meeting) — **City Council**

E.	Discussion and Possible Action on Ordinance 2026-13 Amending and Renaming Section 26-338 (Reserved) to Section 26-338 (Carports); of Article VIII (supplemental Regulations), of Division I (Generally of Chapter 26 (Zoning) of the Code of Ordinances to Establish Regulations for the Placement, Construction, Maintenance, Enforcement and Penalties of Carports Within the City of Miami; Providing for Enforcement, Penalties, Severability, and Declaring an Effective Date	**Travis Jones**
F.	Discussion and Possible Action on a Memorandum of Understanding With Ottawa County E911 Trust Authority for Dispatch Services	**Chris Chenoweth**
G.	Discussion and Possible Action on a Contract With Ottawa County Sheriff's Office for 911 Dispatching Services	**Chris Chenoweth**
H.	Discussion and Possible Action on the Agreement With Mission Telecom for Hotspot Services for Miami Public Library, Authorize City Manager to Sign	**Caitlyn Baker**
I.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-13 With Dr. Melinda T. Mayfield for "As Needed" Veterinary Services (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**
J.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-14 With Kone for Elevator Service, Maintenance, and Annual Inspections (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**
K.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-15 With Teeter's Paving LLC for Asphalt Paving and Labor (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**
L.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-16A With Booth & Booth Electric for Annual On-Call, As Needed, Electrician Services (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**

M. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-16B With HK Electric for Annual On-Call, As Needed, Electrician Service (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent up Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

N. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18A With M&J Equipment for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

O. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18B With B-Town Construction for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

P. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18C With Broadhead Boring for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

Q. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18D With Collins Construction for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

R. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09A With APAC for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

S. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09B With Collins Construction for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

T. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09C With Kemp Stone for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

U. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10A With Collins Construction for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

V. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10B With Goins Enterprises for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

W. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10C With Scott Construction for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

X. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10D With Torres Concrete for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

Y. Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10E With Prestige Construction Services for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027 — **Brian Brassfield**

Z.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-11 With Muskogee Sand for "As Needed" Concrete Sand Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**
AA.	Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-25B With NEO Concrete for "As Needed" Concrete Material (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027	**Brian Brassfield**

4. Other New Business, if any, Which has Arisen Since the Posting of the Agenda and Could not Have Been Anticipated Prior to the Time of Posting (25 O.S. § 311(9)). This Agenda Item Could Include Possible Action Items — **City Council/ Tyler Cline**

5. Staff Reports (Written Report Included in Packet, if Available Staff is Present for Questions)

A.	Facilities - Approved Fee Waiver for the OML Summer Conference	**City Council**
B.	Facilities - Approved Fee Waiver for the Picher All-School Reunion	**City Council**
C.	June Sales and Use Tax Report	**City Council**
D.	Library & Seniors' Center Reports	**City Council**

6. Mayor and Council Community Announcements — **City Council**

7. City Manager's Communications — **Tyler Cline**

8. Adjournment — **City Council**

The Mayor and City Council of the City of Miami are committed to making this meeting accessible to all citizens and if special assistance or accommodations are required, please submit your request to the City Manager's office. We also ask that those in attendance place all electronic devices on silent. Thank you.

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Claims List for Fiscal Year 2025-2026**

PRESENTER: City Council

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
7.7.26 CITY FY 25-26.pdf
CITY CC 5.16-6.1.pdf
CITY CC 6.2-6.15.pdf

CITY - PURCHASE ORDERS PRESENTED

DATE 7.7.26 FY 25-26

VENDOR	DESCRIPTION		
POLICE DEPARTMENT			
FUELMAN	FUEL USAGE 6.1.26 - 6.7.26	$	1,615.73
FUELMAN	FUEL USAGE 6.8.26 - 6.14.26	$	1,181.54
FUELMAN	FUEL USAGE 6.15.26 - 6.21.26	$	1,292.08
KATNER MILLS	PUMP	$	173.92
KATNER MILLS	BATTERY	$	218.56
KATNER MILLS	BRAKE PADS	$	124.99
KATNER MILLS	OIL PAN	$	167.99
KATNER MILLS	AIR COMPRESSOR	$	450.00
KATNER MILLS	OIL FILTER	$	131.76
KATNER MILLS	BRAKE ROTORS	$	449.14
VANCE FORD	FRONT AXLE	$	300.00
SAFELITE AUTO GLASS	WINDSHIELD REPAIR	$	93.00
SAFELITE AUTO GLASS	SOLAR ACOUSTIC INTERLAYER	$	459.82
ADMIRAL EXPRESS	PAPER	$	87.14
COAST TO COAST SOLUTIONS	COLORING TOTES	$	281.94
COAST TO COAST SOLUTIONS	SCAM AWARENESS PANELS	$	418.55
COAST TO COAST SOLUTIONS	NEON SUNGLASSES	$	351.83
JOHN WHITTEAKER	PER DIEM - CLEET - PO #26-01476	$	204.00
JOHN WHITTEAKER	REIMBURSEMENT - PO #26-01406	$	54.85
BRANDON KRAUSE	PER DIEM - CLEET - PO #26-01477	$	204.00
JEFF FRAZIER	PER DIEM - PO #26-01478	$	36.00
BRADLEY MULLIN	PER DIEM - PO #26-01479	$	36.00
ANDREW HANSON	PER DIEM - PO #26-01480	$	18.00
MARK HICKEY	PER DIEM - PO #26-01481	$	18.00
JASON BISSELL	PER DIEM & MILEAGE - PO #26-01404	$	459.20
BRIAN BUCHANAN	PER DIEM - PO #26-01391	$	216.00
KATNER MILLS	OIL - PO #26-01240	$	1,045.00
KATNER MILLS	HEAD LIGHT ASSEMBLIES - PO #26-01354	$	707.32
SAFELITE AUTO GLASS	WINDSHIELD - PO #26-01422	$	807.50
MODERN MARKETING	CUSTOM MAGNET - PO #26-01425	$	851.05
H & H SHOOTING SPORTS	GUN - TRADE IN - PO #26-01155	$	1,042.00
TOTAL		**$**	**13,496.91**
FIRE DEPARTMENT			
FUELMAN	FUEL USAGE 6.1.26 - 6.7.26	$	340.07
FUELMAN	FUEL USAGE 6.8.26 - 6.14.26	$	655.02
FUELMAN	FUEL USAGE 6.15.26 - 6.21.26	$	466.58
HENRY'S WELDING SUPPLY	OXYGEN	$	51.80
NAFECO	LEATHER FIRECRAFT GLOVES	$	216.00
CONRAD EQUIPMENT	PRESSURE GOVERNOR TRANS	$	366.86
TESCORP	MILEAGE, LABOR & PARTS	$	500.00
AVC	KNOB KIT	$	27.00
EMERGENCY VEHICLE RES	VALVE KIT - PO #26-01370	$	582.95
EMERGENCY VEHICLE RES	VALVE KIT & LABOR - PO #26-01412	$	1,919.85
EMERGENCY VEHICLE RES	PARTS & LABOR - PO #26-01090	$	2,547.76
EMERGENCY VEHICLE RES	PUMP TEST - PO #26-01014	$	350.00
TOTAL		**$**	**8,023.89**
EMERGENCY MANAGEMENT			
FUELMAN	FUEL USAGE 6.8.26 - 6.14.26	$	31.27
TOTAL		**$**	**31.27**

CODE COMPLIANCE			
FUELMAN	FUEL USAGE 6.1.26 - 6.7.26	$	239.09
FUELMAN	FUEL USAGE 6.8.26 - 6.14.26	$	55.59
FUELMAN	FUEL USAGE 6.15.26 - 6.21.26	$	157.24
ACE HARDWARE	LOCK	$	6.99
KATNER MILLS	COMPRESSOR & CONDENSER - PO #26-01395	$	693.97
TOTAL		**$**	**1,152.88**
RISK MANAGEMENT			
NE TECH	SAFETY TRAINING - HEAT	$	50.00
NE TECH	SAFETY TRAINING - PROTECTIVE EQUIP	$	50.00
NE TECH	SAFETY TRAINING - SLIPS, TRIPS & FALLS	$	50.00
PHILADELPHIA INS COMPANY	MDRA INSURANCE - PO #26-	$	1,734.50
BROWN & BROWN INSURANCE	NEW BUSINESS POLICY - PO #26-01486	$	5,064.55
TOTAL		**$**	**6,949.05**
STREET DEPARTMENT			
FUELMAN	FUEL USAGE 6.1.26 - 6.7.26	$	917.11
FUELMAN	FUEL USAGE 6.8.26 - 6.14.26	$	1,469.72
FUELMAN	FUEL USAGE 6.15.26 - 6.21.26	$	227.54
ACE HARDWARE	FASTENERS	$	12.45
ACE HARDWARE	TRASH CANS & CORNER BRACES	$	96.24
ACE HARDWARE	OIL	$	10.99
ACE HARDWARE	CLOROX, LYSOL, MOP & PINE SOL	$	107.89
ACE HARDWARE	CONCRETE	$	251.58
O'REILLY AUTO PARTS	WASHER	$	8.98
O'REILLY AUTO PARTS	LIFT SUPPORT	$	27.07
O'REILLY AUTO PARTS	GEAR MOTOR	$	350.48
KATNER MILLS	IMPACT SOCKET	$	15.49
KATNER MILLS	CORES	$	41.93
KATNER MILLS	ROCKWELL SLACK	$	68.99
KATNER MILLS	CLEAN FLUSH	$	36.98
KATNER MILLS	CLEAN FLUSH & OIL	$	54.97
KATNER MILLS	OILER	$	32.99
KATNER MILLS	BLO GUN & ADAPTER	$	43.19
KATNER MILLS	CIRCUIT TESTER	$	18.49
KATNER MILLS	GASKET MAKER & NYLON	$	44.98
HILLBILLY PUMPING	PORTABLE TOILET	$	105.00
MILLIS FINE FURNISHING	REFRIGERATOR - PO #26-01377	$	799.99
EQUIPMENT SHARE	GLASS & SEALS - PO #26-01332	$	1,626.82
TOTAL		**$**	**6,369.87**
CEMETERY			
FUELMAN	FUEL USAGE 6.1.26 - 6.7.26	$	235.22
FUELMAN	FUEL USAGE 6.8.26 - 6.14.26	$	92.65
FUELMAN	FUEL USAGE 6.15.26 - 6.21.26	$	211.33
ACTION GRAPHICS	BUSINESS CARDS	$	49.32
HENRY'S WELDING SUPPLY	ACETYLENE	$	96.98
METAL FAB TROPHY	T-SHIRTS - PO #26-01402	$	210.00
TOTAL		**$**	**895.50**

MUNICIPAL BUILDING (FACILITIES)			
FUELMAN	FUEL USAGE 6.15.26 - 6.21.26	$	74.17
HUGO'S INDUSTRIAL SUPPLY	BUFFING PADS	$	46.25
ALLEN SIGN	WIDE FORMAT PRINTS	$	70.00
ACE HARDWARE	CLOSER DOOR	$	44.99
JAMES RIVER MECHANICAL	LABOR & MATERIALS - PO #26-01493	$	631.50
TOTAL		**$**	**866.91**
SPORTS ACTIVITIES			
FUELMAN	FUEL USAGE 6.1.26 - 6.7.26	$	204.68
FUELMAN	FUEL USAGE 6.8.26 - 6.14.26	$	137.06
FUELMAN	FUEL USAGE 6.15.26 - 6.21.26	$	89.54
ALLEN SIGN	ALLUMINUM SIGNS	$	220.00
ALLEN SIGN	ALLUMINUM SIGNS	$	160.00
METAL FAB TROPHY	T-SHIRTS - PO #26-01402	$	210.00
STRIMPLE OUTDOOR POWER	PRO TURN MOWER - PO #26-01456	$	12,199.00
TOTAL		**$**	**13,220.28**
SWIMMING POOL			
JOHNNY FREEZE	ICE CREAM TREATS	$	487.50
ACE HARDWARE	FILTERS, CONNECTORS & FASTENERS	$	54.66
HK ELECTRIC	LABOR	$	210.00
ARLAN CO	AZONE 15 EPA - PO #26-01427	$	1,263.75
TOTAL		**$**	**2,015.91**
ANIMAL CONTROL			
FUELMAN	FUEL USAGE 6.1.26 - 6.7.26	$	45.02
FUELMAN	FUEL USAGE 6.15.26 - 6.21.26	$	56.53
OSBVME	EUTHANASIA TRAINING - A YOUNG	$	200.00
OSBVME	EUTHANASIA BACKGROUND CK - A YOUNG	$	41.00
MELINDA MAYFIELD	SPAY & NEUTERS	$	430.00
MELINDA MAYFIELD	SPAY & NEUTERS	$	340.00
TOTAL		**$**	**1,112.55**
PARKS			
FUELMAN	FUEL USAGE 6.1.26 - 6.7.26	$	1,003.98
FUELMAN	FUEL USAGE 6.8.26 - 6.14.26	$	1,017.34
FUELMAN	FUEL USAGE 6.15.26 - 6.21.26	$	700.94
ACE HARDWARE	GRAFFITTI REMOVER	$	47.97
O'REILLY AUTO PARTS	DEF	$	95.48
HENRY'S WELDING SUPPLY	FENCE CLIPS & CABLE CLIPS	$	63.10
STRIMPLE OUTDOOR POWER	BELTS	$	468.75
METAL FAB TROPHY	T-SHIRTS - PO #26-01402	$	210.00
STRIMPLE OUTDOOR POWER	PRO TURN MOWER - PO #26-01448	$	12,199.00
TOTAL		**$**	**15,806.56**
LIBRARY			
INGRAM LIBRAY SERVICES	BOOKS	$	150.08
INGRAM LIBRAY SERVICES	BOOKS	$	24.59
INGRAM LIBRAY SERVICES	BOOKS	$	13.79
INGRAM LIBRAY SERVICES	BOOKS	$	441.13
INGRAM LIBRAY SERVICES	BOOKS	$	83.30

INGRAM LIBRAY SERVICES	BOOKS	$	28.78
OVERDRIVE	EBOOKS	$	311.39
MIDWEST TAPE	DVD'S	$	57.96
TOTAL		**$**	**1,111.02**
GENERAL GOVERNMENT			
OTTAWA COUNTY CLERK	ADVERTISING & PRINTING	$	26.00
NICK & MICHELLE BEERY	MILLIS SALES TAX INCENTIVE - JUNE - PO #26-01408	$	934.75
HBC	PROFESSIONAL SERVICES - BILLING #3 - PO #26-01302	$	6,500.00
CRAWFORD & ASSOCIATES	PROFESSIONAL SERVICES THRU 6.15.26 - PO #26-01438	$	9,740.00
TOTAL		**$**	**17,200.75**
HUMAN RESOURCES			
QUEST DIAGNOSTICS	PRE EMPLOY DRUG TESTING	$	411.50
TOTAL		**$**	**411.50**
WORKERS COMPENSATION			
CONSOLIDATED BENEFITS	SERVICE FEES MONTH - PO #	$	1,500.00
OKLAHOMA TAX COMMISSION	EMPLOYERS QRTLY CONTRIBUTION REPORT (ESTIMATE)	$	5,000.00
TOTAL		**$**	**6,500.00**
STREET & ALLEY			
ERGON	EMULSION OIL - PO #26-01035	$	1,481.20
NEO CONCRETE	CONCRETE - PO #26-01118	$	4,816.00
NEO CONCRETE	CONCRETE - PO #26-01118	$	3,987.50
NEO CONCRETE	CONCRETE - PO #26-01262	$	22,801.00
NEO CONCRETE	CONCRETE - PO #26-01262	$	580.00
NEO CONCRETE	CONCRETE - PO #26-01262	$	3,262.50
NEO CONCRETE	CONCRETE - PO #26-01262	$	435.00
PRESTIGE CONSTRUCTION	CONCRETE - PO #26-00918	$	28,360.50
TOTAL		**$**	**65,723.70**
STREET & STADIUM			
KEMP STONE	CRUSHER RUN - PO #26-01033	$	2,086.48
SCURLOCK INDUSTRIES	PIPES - PO#26-001359	$	8,775.00
TOTAL		**$**	**10,861.48**
PARKS			
OK GLASS & MIRROR	PLEXIGLASS	$	166.62
ALLEN SIGN	CONTOUR CUT SIGN	$	425.00
ALLEN SIGN	REPAINT & REPLACE GRAPHICS - PO #26-01461	$	995.00
MIAMI SEAMLESS GUTTERING	GUTTERING AT SPLASH PAD - PO #26-01394	$	750.00
HK ELECTRIC	LABOR - PO #26-01010	$	2,100.00
MIDWEST SPORTING GOODS	BACKSTOP NETTING - PO #26-01179	$	2,737.00
TOTAL		**$**	**7,173.62**
INSURANCE FUND			
POINT C	EMPLOYEE HEALTH INSURANCE (ESTIMATE)	$	35,000.00
MUTUAL OF OMAHA	EMPLOYEE LIFE INSURANCE (ESTIMATE)	$	3,400.00
NFP CORPORATE SERVICES	BROKER SERVICES (ESTIMATE)	$	4,500.00
TOTAL		**$**	**42,900.00**
CAPITAL IMPROVEMENT - FIRE			
NAFECO	LEATHER BOOTS	$	307.00
NAFECO	LEATHER BOOTS - PO #26-00745	$	3,070.00

NAFECO	LEATHER BOOTS - PO #26-00745	$	3,070.00
NAFECO	LEATHER BOOTS - PO #26-00745	$	3,070.00
NAFECO	PANTS & COATS - PO #26-00745	$	19,891.10
NAFECO	BRIMS - PO #26-00745	$	1,224.00
TOTAL		**$**	**30,632.10**
CAPITAL IMPROVEMENTS - FACILITIES			
APEX PLUMBING	RUN GAS LINE - PO #26-01410	$	1,200.00
APEX PLUMBING	SET FIXTURES - PO #26-01409	$	1,400.00
HORIZON ROOFING	ROOF INSTALLATION - PO #26-00981	$	2,300.00
TOTAL		**$**	**4,900.00**
COUNTY FIRE			
NAFECO	SWIVEL ADAPTER & HOSE STRAP	$	334.45
NAFECO	RIG RL	$	85.00
TOTAL		**$**	**419.45**
MCVB			
FUELMAN	FUEL USAGE 6.1.26 - 6.7.26	$	80.38
FUELMAN	FUEL USAGE 6.8.26 - 6.14.26	$	43.38
FUELMAN	FUEL USAGE 6.15.26 - 6.21.26	$	23.73
GRAND LAKE ASSOCIATION	ANNUAL MEMBERSHIP	$	75.00
OTA PIKEPASS	TOLL CHARGES - MAY	$	28.56
ACE HARDWARE	BATTERIES	$	51.96
TIM REITZ	PHOTPGRAPHY - MAIN STREET	$	300.00
OK TOURISM & RECREATION	BROCHURE	$	65.52
TIM REITZ	PHOTPGRAPHY - 8 MAN - PO 326-01398	$	600.00
TOTAL		**$**	**1,268.53**
SENIOR CENTER			
LOCKE SUPPLY	WAFER CCT	$	15.40
DOC SERVICES	MEAL REIMBURSEMENTS - MAY - PO #26-01443	$	573.00
TOTAL		**$**	**588.40**
AIRPORT			
FUELMAN	FUEL USAGE 6.1.26 - 6.7.26	$	15.50
ACE HARDWARE	AIR BLOW GUN & WEED STOP	$	23.98
KATNER MILLS	OIL	$	28.47
AIRPORT LIGHTING	LED MODULES - PO #26-01449	$	610.60
GARVER	PRO ENG SERVICES - TAXIWAY REL - PO #26-00365	$	22,268.00
GARVER	PRO ENG SERVICES - TAXIWAY REL - PO #26-01436	$	41,020.00
GARVER	PRO ENG SERVICES THRU 5.29.26 - PO #26-00365	$	8,367.52
GARVER	PRO ENG SERVICES THRU 5.29.26 -	$	9,797.48
DBT TRANSPORTATION	AIR TEMP SENSOR - PO #26-01437	$	2,748.86
DBT TRANSPORTATION	ANNUAL MAINT 5.1.26 - 4.30.27 - PO #26-01400	$	5,825.00
TOTAL		**$**	**90,705.41**

OFF-CYCLE CHECKS/DRAFTS

FIRST NATIONAL BANK	MONTHLY SERVICE - MAY - MCVB	$	29.95
FIRST NATIONAL BANK	ONE TIME CHARGE - DEBIT/FEES - MCVB	$	9.95
FIRST NATIONAL BANK	MONTHLY SERVICE - MAY - SENIOR CENTER	$	29.95
FIRST NATIONAL BANK	ONE TIME CHARGE - DEBIT/FEES - SENIOR CENTER	$	12.18
FIRST NATIONAL BANK	MONTHLY SERVICE - MAY - FINANCE	$	29.95
FIRST NATIONAL BANK	MONTHLY SERVICE - MAY - PARKS	$	29.95
FIRST NATIONAL BANK	ONE TIME CHARGE - DEBIT/FEES - PARKS	$	90.23
FIRST NATIONAL BANK	MONTHLY SERVICE - MAY	$	29.95
FIRST NATIONAL BANK	ONE TIME CHARGE - DEBIT/FEES	$	74.94
FIRST NATIONAL BANK	MONTHLY SERVICE - MAY - FACILITIES	$	29.95
FIRST NATIONAL BANK	ONE TIME CHARGE - DEBIT/FEES - FACILITIES	$	43.16
FIRST NATIONAL BANK	MONTHLY SERVICE - MAY - AIRPORT	$	29.95
FIRST NATIONAL BANK	ONE TIME CHARGE - DEBIT/FEES - AIRPORT	$	6.61
CITY OF MIAMI	UMPIRE FEES - 6.18.26 - 6.19.26	$	1,125.00
CITY OF MIAMI	UMPIRE FEES - 6.23.26 - 6.29.26	$	2,430.00
CITY OF MIAMI	POOL OFFICE	$	200.00
GEORGEANN ROYE	SUB IN CITY COURT FOR M BARNES	$	125.00
OTTAWA COUNTY CLERK	LIEN COSTS	$	198.00
OTTAWA COUNTY CLERK	LIEN COSTS	$	216.00
JOHN DARNELL	DEPOSIT REFUND	$	1,500.00
LARRY YEAGER	DEPOSIT REFUND	$	500.00
SUSIE STONE	DEPOSIT REFUND	$	500.00
THERMO FISHER	REFUND	$	350.00
TOTAL		**$**	**7,590.72**

BANK OF AMERICA	CREDIT CARD CHARGES - 5.16.26 - 6.1.26	$	28,265.35
BANK OF AMERICA	CREDIT CARD CHARGES - 6.2.26 - 6.15.26	$	27,484.02
CITY OF MIAMI	SALARIES & BENEFITS - 6.5.26	$	335,302.35
CITY OF MIAMI	SALARIES & BENEFITS - 6.25.26	$	350,060.83
	TOTAL GENERAL FUND	**$**	**88,664.85**
	TOTAL OTHER FUNDS	**$**	**261,672.69**
	TOTAL GOVERNMENTAL FUNDS	**$**	**1,099,040.81**

CITY OF MIAMI CREDIT CARD CLAIMS
MAY 16, 2026 - JUNE 1, 2026

LEGAL DEPARTMENT		
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$99.81	
ODCR - MAY TOOLS	$5.00	
TOTAL		**$104.81**
COURT		
AMAZON MKTPL - FILES	$50.88	
AMAZON MKTPL - PAPER	$13.18	
TOTAL		**$64.06**
POLICE DEPARTMENT		
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$1,432.58	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$689.18	
TOTAL		**$2,121.76**
FIRE DEPARTMENT		
WALMART.COM - FOLDERS	$9.99	
WALMART.COM - OFFSUPPS	$40.16	
ACE HDWE - SEAFOAMOIL	$12.99	
OTTAWA TAG-BOAT DECAL	$28.50	
OTTAWA TAG-BOAT DECAL	$2.32	
WM SUPERCENTER - BATTERY	$22.85	
CONTROLLED ENVIRONMEN - TURNOUTSOAP	$377.59	
WALMART.COM - SUPPS	$68.40	
AMAZON - CLD PKS	$39.53	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$256.92	
NFPA NATL FIRE PROTECT - LINK	$169.99	
FIRE SERVICE TRAINING - BLSCRDS	$21.00	
TOTAL		**$1,050.24**
EMERGENCY MANAGEMENT		
WEATHERTECH - FLOOR MATS	$89.90	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$51.23	
TOTAL		**$141.13**
TELECOMMUNICATIONS		
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$47.38	
APCO INTER - S FIELDS REGISTRATION	$820.00	
TOTAL		**$867.38**
CODE COMPLIANCE		
LAMBERTS TRACTOR- (6) BLADES	$141.21	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$121.62	
TOTAL		**$262.83**
RISK MANAGEMENT		
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$87.92	
TOTAL		**$87.92**
STREET DEPARTMENT		
HARBOR FREIGHT - SHOP PRESS	$269.99	
FASTENAL - BOLTS	$33.40	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$40.54	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$135.30	
ONG - MONTHLY SERVICE 4.20.26 - 5.18.26	$257.18	

CITY OF MIAMI CREDIT CARD CLAIMS
MAY 16, 2026 - JUNE 1, 2026

ONG - MONTHLY SERVICE 4.20.26 - 5.18.26	$180.61	
TOTAL		**$917.02**
CEMETERY		
KTNR MLS - OIL	$12.87	
KTNR MLS - MWR BELT	$135.65	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$47.38	
ACE - FLAG	$12.99	
TOTAL		**$208.89**
FACILITIES		
ACE - IMPACT DRIVER	$169.99	
ACE - WASHERS, LAGS	$64.48	
ACE - HANDLE	$35.94	
LOCKE - PLEATED FILTERS	$152.40	
TOTAL		**$422.81**
SPORTS		
ACE - PICKUP TOOL	$69.98	
HRBR FRT - TRAILER LIGHT	$8.99	
KTNR MLS - FLTRS, OIL	$46.06	
ACE - FIELD MARKER	$39.98	
SITEONE - CONDITIONER, PNT	$2,437.30	
AMZN - SAFETY EYEWARE	$28.44	
AMZN - HEARING PROTCTN	$230.76	
ACE - FASTENERS	$18.49	
ACE - BRACKETS	$15.98	
ACE - HARDWARE	$18.49	
WAL-MART - GATORADE & SUNFLOWER SEEDS	$81.66	
SAMS - CONCESSION ITEMS	$907.76	
WM SUPERCENTER - SODA, CANDY, CHILI	$147.87	
SAMS CLUB.COM - CONCESSION GOODS	$434.72	
WAL-MART - CONCESSION GOODS	$118.48	
TRCTR SUP - RAIN GEAR	$119.98	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$47.38	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$81.08	
AMZN - CASH REGISTER	$474.53	
TOTAL		**$5,327.93**
POOL		
AMZN - MAT, SWTRS,MRKRS	$41.48	
AMZN - POOL TEST KIT	$34.48	
ACE - ADAPTER	$6.99	
LOCKE -STOP,DRAIN,CPLG	$49.23	
LOCKE - DRAIN, CPLG, NIPL	$25.58	
ACE - BROOM, SOAP, ZIPTZ	$21.67	
ACE - TUBING, PULL	$10.76	
KTNR MLS - O-RINGS	$35.76	
LOCKE - ELL, CEMENT	$24.24	
WM - DIAPERS,SUNSCREEN	$212.62	
AMZN - CAMERA, CHRGR	$110.47	
ACE - NOZL,KEY,LOCK BOX	$265.78	
MIDWEST POOL - PUMP	$2,299.99	
AMZN - NACHO CHEESE	$197.18	
AMZN - NACHO CHIPS	$236.97	

CITY OF MIAMI CREDIT CARD CLAIMS
MAY 16, 2026 - JUNE 1, 2026

WM - PICKLES, JALEPENOS	$65.70	
SAMS - CONCESSION ITEMS	$1,276.76	
AMZN - SPOONS	$18.88	
KIEFER AQUATICS - SHPG	$34.32	
LIFEGUARD STORE - UNIFORMS	$255.50	
TUL CTY HLTH ENV-POOL OP	$80.00	
RED CROSS - TRAINING	$144.00	
RED CROSS - TRAINING	$288.00	
OK DEPT HLTH - LICENSE	$175.00	
OK.GOV - SERVICE FEE	$8.03	
TOTAL		**$5,919.39**

ANIMAL CONTROL

TRCTR SUP - PLIERS, WIRE	$35.77	
WYSIWASH - SANITIZER	$501.80	
TRCTR SUP - BEDDING, FOOD	$70.45	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$87.92	
TOTAL		**$695.94**

PARKS

ACE - SHAFT	$88.00	
KTNR MLS - VALVE	$14.49	
O'REILLY - FUEL PUMP	$49.00	
KTNR MLS - O-RING	$2.98	
O'REILLY - DEF, BLUE RS TL	$65.59	
HRBR FRT-JACK,SKTS,WRENCH	$219.96	
ACE HDWE - KEYS	$15.96	
ACE - PULL HANDLE	$5.99	
LOCKE - DIAPHRAGM	$27.33	
ACE - GREASE,BALL,SPRNG	$53.15	
LOCKE-DIAPHRAGM,HNDL	$69.62	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$87.92	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$47.38	
TOTAL		**$747.37**

LIBRARY

AMZN-MULTI PAPER	$73.04	
AMZN-JANITORIAL SUPPLIES	$23.24	
AMZN-PAINT	$115.38	
DEMCO-OPERATING SUPPLIES	$89.86	
USPS-POSTAGE	$15.59	
USPS-POSTAGE	$4.25	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$140.35	
BEALLS-YOUTH SRP PRIZES	$204.77	
BEALLS-YOUTH SRP PRIZES	$27.96	
BEALLS-YOUTH SRP PRIZES	$30.62	
BEALLS-YOUTH SRP PRIZES REFUND	($30.62)	
TOTAL		**$694.44**

GENERAL GOVERNMENT

FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$236.90	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$505.39	
ROBBERS CAVE-CLD MAYOR	$16.06	
ROBBERS CAVE-CLD COMM MGR	($155.05)	
TOTAL		**$603.30**

CITY OF MIAMI CREDIT CARD CLAIMS
MAY 16, 2026 - JUNE 1, 2026

HUMAN RESOURCES		
AMAZON - DRY ERASE BOARDS & MARKERS	$139.81	
AMAZON - COMPUTER PORT ADAPTER	$29.59	
AMAZON - OFFICE SUPPLIES-DOOR MAIL HOLDERS	$22.89	
AMAZON - GREEN SHEET PAPER	$26.77	
DOLLAR-GENERAL - OFFICE SUPPLIES	$6.25	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$94.76	
WM - FRUIT, COOKIES & CUPCAKES	$33.03	
TOTAL		**$353.10**
STREET/ALLY		
MITCHELL1 SNAP ON US - MECHANIC SUB	$554.36	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$40.54	
TOTAL		**$594.90**
CAPITAL IMPROVEMENT- FACILITIES		
AMZN - BARRIER	$23.28	
ULINE - SAFETY RAILING	$540.92	
TOTAL		**$564.20**
GRANTS/DONATIONS - TELECOMMUNICATIONS		
AMAZON - CHAIR	$559.99	
APCO-CON REG V BARGER	$595.00	
TOTAL		**$1,154.99**
GRANTS/DONATIONS - LIBRARY		
AMZN-2 YOUTH BOOKS	$21.94	
DLRTREE-YOUTH SRP PRIZES	$53.38	
DLRTREE-YOUTH SRP PRIZES	$31.25	
DLRTREE-YOUTH SRP PRIZES	$46.59	
DLRTREE-YOUTH SRP PRIZES RFUND	($50.92)	
DLRTREE-YOUTH SRP PRIZES RFUND	($99.10)	
DLRTREE-YOUTH SRP PRIZES	$45.25	
AMZN - BOOKS & SRP SUPPLIES	$199.42	
DLRTREE-YOUTH SRP PRIZES	$90.50	
DLRTREE-YOUTH SRP PRIZES	$150.02	
DLRTREE-YOUTH SRP PRIZES RFUND	($49.28)	
DLRTREE-YOUTH SRP PRIZES RFUND	($41.06)	
AMZN-1 YOUTH BOOK	$10.24	
WLMRT-SENSORY & DISPLAY SPLS	$46.82	
AMZN-3 JUV BOOKS DONATION	$43.59	
AMZN-JUV BOOKS-DGG	$122.89	
TOTAL		**$621.53**
MCVB		
AMAZON - SANDWICH BOARDS 66F	$491.94	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$46.18	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$47.38	
FIRSTNET - 3.26.26 - 4.25.26 MONTHLY SERVICE	$40.54	
VISIT WIDG - MCVB APP MONTHLY FEE	$349.00	
FACEBK - MCVB EVENT AD	$91.00	
GREEN COUNTRY TOURISM - MARKETING	$128.75	
CANVA - FOR AD DESIGN	$400.00	
GREEN COUNTRY TOURISM - MARKETING	$92.70	

CITY OF MIAMI CREDIT CARD CLAIMS
MAY 16, 2026 - JUNE 1, 2026

IPROMOTEU - PROMO ITEMS	$797.63	
FACEBK - MCVB EVENT AD	$91.00	
FACEBK - MCVB EVENT AD	$91.00	
FACEBK - MCVB EVENT AD	$91.00	
AMAZON - OFFICE CHAIR	$129.90	
INTERNATIONAL TRANSACTION - UNKNOWN	$0.48	
YASTEQ - UNKNOWN	$47.99	
AMAZON - ORGANIZATIONAL CABINET	$128.98	
AMAZON - DECOR AND DINNERWARE	$30.77	
AMZN - SOUND BAFFLES	$359.97	
TOTAL		**$3,456.21**
SENIOR CENTER		
ONG - MONTHLY SERVICE 4.20.26 - 5.18.26	$315.12	
MIAMI CHAMBER - MEMBERSHIP	$120.01	
AMAZON WIRELESS MOUSE	$8.47	
AMAZON CLEANING CADDY	$36.08	
SPARKLIGHT 5.16-26 - 6.15.26 MONTHLY SERVICE	$68.50	
FACEBOOK-FISH FRY AD	$1.26	
AMAZON - POOL CLOCK STICKERS	$59.40	
AMAZON - RESISTANCE BANDS	$43.96	
AMAZON BANDS & MEDALS	$46.11	
AMAZON - FITNESS MACHINES x2	$402.10	
TOTAL		**$1,101.01**
AIRPORT		
ONG - MONTHLY SERVICE 4.20.26 - 5.18.26	$182.19	
TOTAL		**$182.19**
MDRA - MAIN STREET		
PAYPAL - CANDLE MAKING CLASS	$40.00	
SECRETARY OF STATE - CERTIFICATE	$67.60	
TOTAL		**$107.60**
MDRA - COLEMAN		
BOCA SYSTEMS, INC. - TICKET STOCK	$169.62	
HARBOR FREIGHT - WHEELS	$63.92	
FACEBK - ADS	$174.42	
HAMPTON INNS - DENNIS JAMES MAY 2026	$330.00	
TOTAL		**$737.96**
TOTAL GENERAL FUND		**$20,590.32**
TOTAL OTHER FUNDS		**$8,520.59**
TOTAL GOVERNMENTAL FUNDS		**$29,110.91**

CITY	$28,265.35
MIPFA	$0.00
MCFA	$0.00
MDRA	$845.56

CITY OF MIAMI CREDIT CARD CLAIMS
JUNE 2, 2026 - JUNE 15, 2026

LEGAL DEPARTMENT		
FIRSTNET - 4.26.26 - 5.25.26	$99.81	
ODCR - JUNE SUB	$55.00	
TOTAL		**$154.81**
POLICE DEPARTMENT		
AMAZON - WATER FILTERS	$122.38	
AMAZON - CANOPY	$235.99	
AMAZON - UNIFORM PANTS	$90.25	
FIRSTNET - 4.26.26 - 5.25.26	$1,432.58	
FIRSTNET - 4.26.26 - 5.25.26	$689.18	
EVERETT BAXTER JR FORENSI - TRAINING	$595.00	
TOTAL		**$3,165.38**
FIRE DEPARTMENT		
WALMART.COM - SGAIN, PINE SOL & TRASH BAGS	$145.22	
ACE - HANDLE	$19.99	
LOCKE SUPPLY - BULBS	$67.33	
ACE - CREDIT FOR RETURN	($19.99)	
FIRSTNET - 4.26.26 - 5.25.26	$256.92	
GOOGLE YOUTUBE TV - SUB	$82.99	
MYOUTDOORTV - SUB	$9.99	
FIRSTNET - 4.26.26 - 5.25.26	$52.43	
TOTAL		**$614.88**
TELECOMMUNICATIONS		
AMAZON - PAPER, LABELS & WIPES	$197.04	
AMAZON - NOTEBOOKS	$58.89	
FIRSTNET - 4.26.26 - 5.25.26	$47.38	
SOUTHWEST AIRLINE - TICKET V BARGER	$822.82	
TOTAL		**$1,126.13**
CODE COMPLIANCE		
ACE HDWE-ENGINE OIL	$21.98	
WAL-MART-TIRES,BATTER CORE	$386.80	
WM SUPERCENTER-CREDIT	($12.00)	
ACE HDWE-FASTENERS	$2.54	
FIRSTNET - 4.26.26 - 5.25.26	$121.62	
TOTAL		**$520.94**
RISK MANAGEMENT		
FIRSTNET - 4.26.26 - 5.25.26	$87.92	
DONUT PALACE - JUNE SAFETY MEETING	$22.00	
TOTAL		**$109.92**
STREET DEPARTMENT		
BO'S TIRE SHOP LLC - FLATS FIXED	$25.00	
BO'S TIRE SHOP LLC - FLATS FIXED	$25.00	
O'REILLY - DEF FUEL	$198.40	
HARBOR FREIGHT - WIND REMOVAL	$14.99	
MIAMI AUTO COLOR - URETHANE A	$46.00	
HARBOR FREIGHT - SCRAPER BLADE	$16.98	
LAWSON PRODUCTS - REGENCY KIT	$133.06	
HARBOR FREIGHT - TOOLS	$16.97	
FASTENAL COMPANY - BOLTS & GLOVES	$188.73	

CITY OF MIAMI CREDIT CARD CLAIMS
JUNE 2, 2026 - JUNE 15, 2026

CLEAN UNIFORM CO - MAY - STREETS	$133.92	
FIRSTNET - 4.26.26 - 5.25.26	$40.54	
FIRSTNET - 4.26.26 - 5.25.26	$126.66	
TOTAL		**$966.25**
CEMETERY		
ACE-CONCRETE MIX	$23.96	
CLEAN UNIFORM CO - MAY - CEMETERY	$50.60	
FIRSTNET - 4.26.26 - 5.25.26	$47.38	
SPARKLIGHT - 6.1.26 - 6.30.26	$117.50	
ALERT 360 - 6.1.26 - 6.30.26 GAR	$34.07	
TOTAL		**$273.51**
FACILITIES		
AMZN - CLNG CADDY BAG	$53.18	
LOCKE - ZIP TIES	$15.00	
TRACTOR SUPPLY - UTILITY PANEL	$84.99	
ACE - ANCHOR KIT	$65.98	
ACE - DOOR SWEEP	$47.98	
LOCKE -ELECTRICAL SUPS	$9.53	
ACE - BRUSH, WAND	$38.98	
LOCKE - PVC PLMBG PARTS	$22.47	
WILDCAT-CEILING TILES	$486.20	
HUGHES - LUMBER, STAIN	$266.87	
LOCKE - ELECTRICAL SUPS	$68.75	
CLEAN UNIFORM CO - MAY - FACILITIES	$35.88	
ONG - 4.21.26 - 5.20.26	$240.82	
TOTAL		**$1,436.63**
SPORTS		
KTNR MLS - BATTERY	$85.35	
KTNR MLS - BATTERY	$75.38	
SAMS - CONCESSION GOODS	$662.88	
WAL-MART - CONCESSION GOODS	$190.34	
WAL-MART - CONCESSION GOODS	$188.92	
SAMS CLUB.COM - CONCESSION GOODS	$341.04	
SAMS - CONCESSION GOODS	$367.52	
WAL-MART - NAPKINS & MILK	$46.88	
SAMS - CONCESSION GOODS	$640.86	
WM - CONCESSION ITEMS	$211.81	
CLEAN UNIFORM CO - MAY - SPORTS	$35.00	
FIRSTNET - 4.26.26 - 5.25.26	$47.38	
FIRSTNET - 4.26.26 - 5.25.26	$81.08	
TOTAL		**$2,974.44**
POOL		
ACE - TUBING, CLAMP	$23.39	
LOCKE - ELECTRICAL SUPS	$2.73	
LIFEGUARD STRE - UMBRLLAS	$387.26	
ACE - TRASH CAN, GEL	$86.98	
ACE - LIGHTBULBS	$14.99	
SAMS - CONCESSION GOODS	$599.14	
AMZN - NACHO CHEESE	$394.36	
SAMS - CONCESSIONS ITMS	$539.24	
LFGUARD STORE - UNIFORM	$219.00	

CITY OF MIAMI CREDIT CARD CLAIMS
JUNE 2, 2026 - JUNE 15, 2026

SPARKLIGHT - 5.23.26 - 6.22.26	$96.48	
TOTAL		**$2,363.57**
ANIMAL CONTROL		
CLEAN UNIFORM CO - MAY - ANIMAL	$17.76	
FIRSTNET - 4.26.26 - 5.25.26	$87.92	
SHELTERLUV - ADOPTIONS	$4.00	
TOTAL		**$109.68**
PARKS		
SPINNERS TIRE - TIRES	$380.00	
O'REILLY - GREASE	$58.21	
LOCKE - DRAIN, ZIP TIES	$67.15	
TRCTR SUP - PANELS	$499.95	
LOCKE - PLUMBING SUPS	$50.06	
AMZN - FLAGS	$179.74	
ACE - ZIP TIES	$15.98	
LOCKE - ELECTRICAL SUPS	$121.00	
ACE - CHAIN	$17.99	
CLEAN UNIFORM CO - MAY - PARKS	$112.08	
FIRSTNET - 4.26.26 - 5.25.26	$88.91	
FIRSTNET - 4.26.26 - 5.25.26	$47.38	
TOTAL		**$1,638.45**
LIBRARY		
AMZN-MICROFIBER DUSTMOP	$17.99	
AMZN-BREAKAWAY LANYARDS	$17.13	
AMZN- 1 JUV BOOK	$8.44	
USPS - ILL X 2	$8.50	
USPS - POSTAGE	$9.92	
USPS - POSTAGE	$4.47	
FIRSTNET - 4.26.26 - 5.25.26	$140.35	
ALERT 360 - 6.1.26 - 6.30.26 LIB	$32.00	
MOBL BEACON - 2 HOTSPOT SRVC	$360.00	
MOBL BEACON- 1 HOTSPOT	$129.00	
NEWSPAPERS.COM-RENEWAL	$74.90	
TECH SOUP-HOT SPOT	$18.00	
AMZN-LOCKOUT BAG SPLS	$66.67	
TOTAL		**$887.37**
GENERAL GOVERNMENT		
OFFICE DEPOT-USB DRIVES	$51.89	
AMAZON-NOTEBOOKS	$36.31	
FIRSTNET - 4.26.26 - 5.25.26	$236.90	
FIRSTNET - 4.26.26 - 5.25.26	$505.39	
OML-MAYORS CONFERENCE	$150.00	
SAMS CLUB - PLATES	$40.52	
WAL-MART - TARTAR & COCKTAIL SAUCE, CUPS	$71.02	
TOTAL		**$1,092.03**
HUMAN RESOURCES		
AMAZON - ENVELOPES/OFFICE SUPPLIES	$22.98	
FIRSTNET - 4.26.26 - 5.25.26	$140.61	
DOCUSIGN INC. - SOFTWARE	$768.00	
WM SUPERCENTER - CANDY, SODA & WATER	$127.19	

CITY OF MIAMI CREDIT CARD CLAIMS
JUNE 2, 2026 - JUNE 15, 2026

DONUT PALACE - DONUTS	$60.00	
DAILY BREAD MARKET - COOKIES & SANDWICHES	$84.23	
EL VALLARTA - EMPLOYEE LUNCH	$1,235.00	
WAL-MART - COOKIES, FORKS & LEMONADE	$105.76	
TOTAL		**$2,543.77**
STREET/ALLY		
FIRSTNET - 4.26.26 - 5.25.26	$40.54	
TOTAL		**$40.54**
CAPITAL IMPROVEMENT- FACILITIES		
LOCKE - ELEC / PLUMBING	$1,488.50	
TOTAL		**$1,488.50**
GRANTS/DONATIONS - LIBRARY		
AMZN - BOOKS	$231.31	
AMZN-JUV BOOKS	$60.31	
AMZN-JUV GAME	$3.46	
TER BKD GDS- PERIOD NUTRITION PIONEER DAYS	$112.73	
AMZN-SPACE ACTIVITY SPLS	$11.39	
AMZN-CALLIGRAPHY CLS SUPPLIES	$198.86	
AMZN-SEWING KIT & SEEDS	$230.79	
AMZN-CALLIGRAPHY CLS SUPPLIES	$6.99	
AMZN-CIRCUS SUPPLIES	$34.18	
AMZN-CIRCUS & SPACE SUPPLIES	$230.03	
AMZN - CIRC & SPACE SUPPLIES	$32.32	
LOCKE - WATER STATION	$1,805.45	
TOTAL		**$2,957.82**
MCVB		
HOMETOWN WATER - WATER SERVICE	$35.71	
WAL-MART - 8-MAN SUPPLIES	$205.57	
AMAZON - MOVIE FOR 8 MAN	$14.74	
AMZN-CANOPY TENTS X 2	$421.38	
FIRSTNET - 4.26.26 - 5.25.26	$47.38	
FIRSTNET - 4.26.26 - 5.25.26	$47.38	
FIRSTNET - 4.26.26 - 5.25.26	$40.54	
BACK40 DESIGN- MCVB WEBSITE	$62.31	
FACEBK - MCVB EVENT AD	$91.00	
FACEBK - MCVB EVENT AD	$14.54	
FACEBK - MCVB EVENT AD	$91.00	
GREEN COUNTRY TOURISM - POP UP PANEL MARK	$154.50	
LINK MEDIA OUTDOOR - MCVB BILLBOARD	$321.30	
FACEBK - MCVB EVENT AD	$91.00	
AMAZON - DINNERWEAR	$106.35	
ACE HDWE - KEYS	$15.96	
WM - OFFICE SUPPLIES	$12.13	
HARBOR FREIGHT - LOCK	$7.99	
WAL-MART - TRASH BAGS, SWIFFERS & SODA	$163.61	
AMZN - WALL PANELS	$359.97	
TOTAL		**$2,304.36**
SENIOR CENTER		
HK ELECTRIC - LABOR & PARTS	$162.20	
AMAZON PRINTER PAPER	$28.43	

CITY OF MIAMI CREDIT CARD CLAIMS
JUNE 2, 2026 - JUNE 15, 2026

AMAZON TAX REFUND	($0.15)	
AMAZON CLEANING SUPPLY	$49.32	
AMAZON TAX REFUND	($0.26)	
LOCKE - WAFER LIGHTS	$200.20	
WALMART - SODA	$89.43	
AMAZON DIGITAL CLOCKS	$126.56	
AMAZON TAX REFUND	($0.66)	
AMAZON FITNESS DVDS	$60.29	
AMAZON TAX REFUND	($0.32)	
TOTAL		**$715.04**
MIPFA		
NE OK ELECT - 4.8.26 - 5.8.26	$414.47	
TOTAL		**$414.47**
MDRA - MAIN STREET		
HILTON GARDEN - ROOM - TRAINING	($35.48)	
HILTON GARDEN - ROOM - TRAINING	$255.48	
TOTAL		**$220.00**
MDRA - COLEMAN		
GOOGLE WORKSPACE DAENT - FRAUD DISPUTE	$9.00	
GOOGLE WORKSPACE - FRAUD	$3.00	
GOOGLE - FRAUD	$6.00	
GOOGLE - FRAUD	$9.00	
FRAUD DISPUTE - FRAUD	($58.97)	
FRAUD DISPUTE - CREDIT	($3.00)	
FRAUD DISPUTE - CREDIT	($6.00)	
FRAUD DISPUTE - CREDIT	($9.00)	
FRAUD DISPUTE - FRAUD PURCHASE	$58.97	
AMAZON - BATTERIES	$58.97	
AMAZON - VACCUM BAGS	$78.00	
SAMSCLUB.COM-HAND SOAP; LAUNDRY DETERGEN	$27.96	
AMZN - PUMP	$52.30	
SAMS CLUB.COM - CONCESSIONS ITEMS	$175.82	
SAMSCLUB.COM-PAPER GOODS FOR DINNERS	$37.96	
TOTALEVENT - FILM FEST INS	$243.00	
TOTAL		**$683.01**
TOTAL GENERAL FUND		**$19,977.76**
TOTAL OTHER FUNDS		**$8,823.74**
TOTAL GOVERNMENTAL FUNDS		**$28,801.50**

CITY	$27,484.02
MIPFA	$414.47
MCFA	$0.00
MDRA	$903.01

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Claims List for Fiscal Year 2026-2027**

PRESENTER: City Council

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
7.7.26 CITY FY 26-27.pdf

CITY - PURCHASE ORDERS PRESENTED

DATE 7.7.26 FY 26-27

VENDOR	DESCRIPTION		
RISK MANAGEMENT			
BROWN & BROWN INSURANCE	POLICY RENEWAL - 7.1.26 - 7.1.27 - PO #26-	$	1,960.00
TOTAL		**$**	**1,960.00**
WORKERS COMPENSATION			
CONSOLIDATED BENEFITS	SERVICE FEES MONTH - PO #	$	1,500.00
TOTAL		**$**	**1,500.00**
STREET & STADIUM			
BANK OF OKLAHOMA	BOND PAYMENT - MONTH - PO #	$	81,997.71
TOTAL		**$**	**81,997.71**
INSURANCE FUND			
SURENCY	LIFE & HEALTH INSURANCE -	$	130.90
BENEFIT MANAGEMENT	EMPLOYEE HEALTH INSURANCE (ESTIMATE)	$	35,000.00
MUTUAL OF OMAHA	EMPLOYEE LIFE INSURANCE (ESTIMATE)	$	3,400.00
NFP CORPORATE SERVICES	BROKER SERVICES (ESTIMATE)	$	4,500.00
TOTAL		**$**	**43,030.90**
CAPITAL IMPROVEMENTS - POLICE			
FIRST NATIONAL BANK	2023 RAM 1500 CREW CAB	$	1,433.18
FIRST NATIONAL BANK	2023 RAM 1500 CREW CAB	$	1,434.50
FIRST NATIONAL BANK	2023 FORD EXPLORER UNIT # P2303	$	1,979.88
FIRST NATIONAL BANK	2023 FORD EXPLORER UNIT # P2304	$	1,979.88
FIRST NATIONAL BANK	2023 FORD EXPLORER UNIT # P2305	$	1,979.88
TOTAL		**$**	**8,807.32**
CAPITAL IMPROVEMENT - FIRE			
FIRST NATIONAL BANK	FIRE ENGINE	$	10,811.54
FIRST NATIONAL BANK	2024 FORD F-250	$	1,907.81
BANK OF GRAND LAKE	2024 BRUSH TRUCK	$	1,546.74
US BANCORP	TANKER & PUMPER LEASES	$	7,900.51
TOTAL		**$**	**22,166.60**
CAPITAL IMPROVEMENT - CODE COMPLIANCE			
ARVEST EQUIPMENT FINANCE	2023 FORD EXPLORER	$	936.27
TOTAL		**$**	**936.27**
CAPITAL IMPROVEMENTS - STREETS			
BANK OF GRAND LAKE	2024 STREET SWEEPER	$	6,162.46
BANK OF GRAND LAKE	2024 FORD F-250	$	1,884.11
TOTAL		**$**	**8,046.57**

CAPITAL IMPROVEMENTS - CEMETERY		
ARVEST EQUIPMENT FINANCE	2022 CATEPILLAR 303.5	$ 1,205.22
TOTAL		**$ 1,205.22**
CAPITAL IMPROVEMENTS - PARKS		
FIRST NATIONAL BANK	JD TRACTOR W/BOOM MOWER - PO	$ 3,299.33
FIRST NATIONAL BANK	2023 DODGE RAM 2500 CREW CAB	$ 1,614.48
TOTAL		**$ 4,913.81**
GRANTS & DONATIONS / LIBRARY		
JADE STAHL	CANNING CLASS	$ 100.00
TOTAL		**$ 100.00**
COUNTY FIRE		
WELCH STATE BANK	**2023 FORD F-150 LEASE PAYMENT CO**	$ 1,376.74
TOTAL		**$ 1,376.74**
MCVB		
RACHEL SANDA	FACE PAINTING - HERITAGE FEST	$ 300.00
TOTAL		**$ 300.00**
	TOTAL GENERAL FUND	**$ 1,960.00**
	TOTAL OTHER FUNDS	**$ 174,381.14**
	TOTAL GOVERNMENTAL FUNDS	**$ 176,341.14**

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Minutes: June 15, 2026 (Special Meeting)**

PRESENTER: City Council

BACKGROUND:

STAFFS RECOMMENDATION:
Staff recommends approval if there are no changes that need to be made

ATTACHMENT(S):
06152026 Council Minutes - Spec.docx

THE MIAMI CITY COUNCIL MET IN SPECIAL SESSION ON JUNE 15, 2026, IN THE MIAMI CIVIC CENTER COUNCIL CHAMBERS AT 5:30PM WITH THE FOLLOWING MEMBERS PRESENT:

Bless Parker, Mayor
Brian Estep, Councilmember
Kevin Dunkel, Councilmember
Kyla Jones, Councilmember
Haleigh Barnes, Councilmember

Tyler Cline, City Manager
Misty Barnes, City Attorney
Melissa Moore, City Clerk
Ken Williams, Outside Counsel (Hall Estill)

Notice of a special meeting of the Miami City Council, Miami, Oklahoma, called by Mayor Bless Parker, was displayed in the main lobby of the Miami Civic Center and by posting on www.miamiok.gov starting at 9:00AM on June 11, 2026, pursuant to 25 O.S. §311(9) (a) and (b) and the agenda was displayed and posted in the same manner on June 12, 2026, at 2:00PM.

THE COUNCIL MAY TAKE ANY OF THE FOLLOWING ACTIONS: DISCUSS, CONSIDER AND VOTE FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ANY ITEM LISTED IN THIS AGENDA:

1. Call to Order
Mayor Parker called the meeting to order at 5:38PM.

2. Public Input and Unscheduled Personal Appearances
None.

3. Discussion Items

A. Discussion Regarding Youth Sports Leagues and Concerns Related to League Governance, Communication, Oversight, and Enforcement of Child Safety Procedures
Mikalya Martin spoke regarding her concerns related to league governance, communication, oversight, and enforcement of child safety procedures during the t-ball season. Martin explained that the league issues stemmed from timely background checks, unclear rules and unsportsmanlike conduct, and communication and accountability. Martin provided in the Council packet a sample handbook that could be used to improve the league in these areas and requested that Council direct staff to make improvements. Kevin Browning explained that they had previously used a third party for the background checks but have brought them back in-house moving forward. Browning explained that this was the city's first year to offer baseball and t-ball, and these issues will be fixed for next season. Chief Sigmon recommended that the background check standards be comparable to the teaching standards. Chuck McKibben explained that the umpires are responsible for implementing the code of conduct.

No action taken.

4. Discussion and Possible Action Items

A. Discussion and Possible Action on the Claims List
Councilmember Estep made a motion to approve the claims. The motion was seconded by Councilmember Dunkel. The Council was polled with the following results:

Estep, Aye Dunkel, Aye Jones, Aye Barnes, Aye Parker, Aye

Mayor Parker declared the motion carried.

B. Discussion and Possible Action on the Minutes: June 02, 2026 (Regular Meeting)
Councilmember Dunkel made a motion to approve the minutes of June 02, 2026, regular meeting. The motion was seconded by Councilmember Estep. The Council was polled with the following results:

Dunkel, Aye Estep, Aye Jones, Aye Barnes, Aye Parker, Aye

Mayor Parker declared the motion carried.

C. Discussion and Possible Action on Budget Amendment: #26-12 Receipt and Expend Sales Tax Incentive, Senior Center Grants and Miscellaneous Revenues
Crystal Wyrick explained that this is the third full year payment that is being made on the sales tax incentive.

Councilmember Estep made a motion to approve the budget amendment: #26-12 receipt and expend sales tax incentive, senior center grants and miscellaneous revenues The motion was seconded by Councilmember Dunkel. The Council was polled with the following results:

Estep, Aye Dunkel, Aye Jones, Aye Barnes, Aye Parker, Aye

Mayor Parker declared the motion carried.

D. Discussion and Possible Action on the Addition of Deploy "988 Suicide & Crisis Lifeline" Decals on Marked Patrol Vehicles
Lieutenant Bissell explained that this is a suicide prevention nationwide hotline. This would assist with creating awareness and prevention. The cost of the project would be approximately one hundred seventy dollars ($170.00) for the decals and eight dollars ($8.00) to install on each of the sixteen (16) patrol vehicles for a total of two hundred ninety-eight dollars ($298.00). Sigmon explained that they are requesting Grand Lake Mental Health cover the expense of this project.

Councilmember Dunkel made a motion to approve the addition of deploy "988 Suicide & Crisis Lifeline" decals on marked patrol vehicles. The motion was seconded by Councilmember Estep. The Council was polled with the following results:

Dunkel, Aye Estep, Aye Jones, Aye Barnes, Aye Parker, Aye

Mayor Parker declared the motion carried.

E. Discussion and Possible Action on the Implementation of the Blue Envelope Program and Participation in the Alliance for Individuals With Disabilities Chapter
Lieutenant Bissell explained that this would improve communication and safety for both officers and citizens. Bissell explained that they have requested funding from Grand Lake Mental Health to assist with the cost of the program. This is a nationwide program. Bissell explained that it is eight hundred ninety-five dollars ($895.00) to become a charter member, and the printed material cost for one thousand (1,000) is five hundred twenty-five dollars and ninety-four cents ($525.94) for a total cost of one thousand four

hundred twenty dollars and ninety-four cents ($1,420.94). Chief Sigmon explained that the City of Miami would be the first in the region to implement this program.

Councilmember Dunkel made a motion to approve the implementation of the Blue Envelope Program and participation in the Alliance for Individuals with Disabilities Chapter The motion was seconded by Mayor Parker. The Council was polled with the following results:

Dunkel, Aye Parker, Aye Estep, Aye Jones, Aye Barnes, Aye

Mayor Parker declared the motion carried.

F. Discussion and Possible Action on the Library Board's Recommendation to Change Operating Hours on Fridays from 9 am - 7 pm to 9 am - 5 pm

Callie Cortner explained that Friday night is the slowest night of the week and they are down a staff member. This will help with the closing shift.

Councilmember Barnes made a motion to approve the Library Board's recommendation to change operating hours on Fridays from 9 am - 7 pm to 9 am - 5 pm. The motion was seconded by Councilmember Jones. The Council was polled with the following results:

Barnes, Aye Jones, Aye Estep, Aye Dunkel, Aye Parker, Aye

Mayor Parker declared the motion carried.

G. Discussion and Possible Action on the Library Board's Recommendation to Open at Noon on the First Thursday of Every Month for Staff Training and Development, Deep Cleaning, and Other Tasks

Callie Cortner explained that this would help with dedicated time for training, deep cleaning and other tasks.

Councilmember Jones made a motion to approve the Library Board's recommendation to open at noon on the first Thursday of every month for staff training and development, deep cleaning, and other tasks. The motion was seconded by Councilmember Estep. The Council was polled with the following results:

Jones, Aye Estep, Aye Barnes, Aye Dunkel, Aye Parker, Aye

Mayor Parker declared the motion carried.

H. Discussion and Possible Action on the Fiscal Year 2026-2027 Budget and Resolution CC2026-08 Approving the Budget for Fiscal Year 2026-2027 and Establishing Budget Amendment Authority

Councilmember Estep made a motion to approve the Fiscal Year 2026-2027 Budget and Resolution CC2026-08 Approving the Budget for Fiscal Year 2026-2027 and Establishing Budget Amendment Authority. The motion was seconded by Mayor Parker. The Council was polled with the following results:

Estep, Aye Parker, Aye Dunkel, Aye Jones, Aye Barnes, Aye

Mayor Parker declared the motion carried.

5. Mayor and Council Community Announcements
Councilmember Dunkel commended staff. Mayor Parker announced that sales tax is improving.

6. City Manager's Communications
Tyler Cline announced that the OML Mayor's Conference begins tomorrow. This week is also the 8-man football event. The 4th of July event will be held at Buffalo Run again this year. Cline will meet with the QuikTrip engineer onsite this week.

7. Adjournment
Councilmember Dunkel made a motion to adjourn. Councilmember Estep made the second. The Council was polled with the following results:

Dunkel, Aye Estep, Aye Jones, Aye Barnes, Aye Parker, Aye

Mayor Parker declared the meeting adjourned at 6:13PM.

_____	_____	_____
Councilmember Barnes	Councilmember Jones	Councilmember Dunkel
_____	_____	ATTEST: _____
Councilmember Estep	Mayor Bless Parker	Melissa Moore, City Clerk

CITY - PURCHASE ORDERS PRESENTED
DATE 6.16.26

VENDOR	DESCRIPTION		
LEGAL SERVICES			
DEPT. OF PUBLIC UTILITIES	POSTAGE - MAY	$	4.07
TOTAL		**$**	**4.07**
COURT			
DEPT. OF PUBLIC UTILITIES	POSTAGE - MAY	$	12.58
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	6.32
TOTAL		**$**	**18.90**
POLICE DEPARTMENT			
FUELMAN	FUEL USAGE 5.18.26 - 5.24.26	$	1,425.72
FUELMAN	FUEL USAGE 5.25.26 - 5.31.26	$	1,261.27
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	89.40
KATNER MILLS	FILTER	$	13.29
KATNER MILLS	FILTERS	$	28.74

KATNER MILLS	FILTER	$	13.29
KATNER MILLS	FILTERS	$	16.68
LUBE - N - GO	OIL CHANGE	$	67.95
O'REILLY AUTO PARTS	WIPER FLUID	$	19.74
TRANSUNION	BACKGROUND CHECKS - MAY	$	175.55
WORKING HANDS CAR WASH	CAR WASHES - MAY	$	410.00
FIRST RESPONDER OUTFITTERS	BLACK LETTERS	$	24.49
FIRST RESPONDER OUTFITTERS	UNIFORM - PO #26-00753 - J WHITTEAKER	$	189.99
FIRST RESPONDER OUTFITTERS	UNIFORM - PO #26-00753 - J WHITTEAKER	$	116.99
FIRST RESPONDER OUTFITTERS	UNIFORM - PO #26-00752 - B KRAUSE	$	116.99
JOHN WHITTEAKER	PER DIEM - PO #26-01242	$	408.00
BRANDON KRAUSE	PER DIEM - PO #26-01241	$	408.00
TOTAL		**$**	**4,786.09**

FIRE DEPARTMENT

FUELMAN	FUEL USAGE 5.18.26 - 5.24.26	$	390.39
FUELMAN	FUEL USAGE 5.25.26 - 5.31.26	$	516.47
DEPT. OF PUBLIC UTILITIES	POSTAGE - MAY	$	0.74
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	13.68
VANCE FORD	SEPARATOR ASSEMBLY	$	243.38
WORKING HANDS CAR WASH	CAR WASHES - MAY	$	14.75
HUGO'S INDUSTRIAL SUPPLY	TOWELS & TRASH BAGS	$	215.14
ACE HARDWARE	ROPE	$	9.99
ACE HARDWARE	ENGINE OIL	$	16.99
OTA PIKEPASS	TOLL CHARGES - MAY	$	5.40
STERICYCLE	MONTHLY SUBSCRIPTION - JUNE	$	182.18
OSU FIRE SERVICE TRAINING	ONLINE EMS TRAINING - S BIGGS	$	80.00
KATNER MILLS	OIL & FILTERS	$	45.44
KATNER MILLS	OIL, WASHER FLUID, CRANKCASE & FUEL FILTERS	$	374.60
EASTERN FIRE EQUIPMENT	CHAIN SAW TOOLS	$	88.57
EMERGENCY VEHICLE RES	PERFORM LEVEL 2 PUMP TEST - L11 - PO #26-01014	$	350.00
EMERGENCY VEHICLE RES	PERFORM LEVEL 2 PUMP TEST - T8 - PO #26-01014	$	350.00
EMERGENCY VEHICLE RES	PERFORM LEVEL 2 PUMP TEST - E3 - PO #26-01014	$	350.00
MES	SCBA PARTS - PO #26-00986	$	2,977.56
TOTAL		**$**	**6,225.28**

EMERGENCY MANAGEMENT

LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	7.16
WORKING HANDS CAR WASH	CAR WASHES - MAY	$	9.00
TOTAL		**$**	**16.16**

POLICE COMMUNICATION			
DEPT. OF PUBLIC UTILITIES	POSTAGE - MAY	$	2.22
DEPT OF PUBLIC SAFETY	OLETS - APRIL - PO # 25-02700	$	858.00
DEPT OF PUBLIC SAFETY	OLETS - MAY - PO # 25-02700	$	858.00
DEPT OF PUBLIC SAFETY	OLETS - JUNE - PO # 25-02700	$	858.00
TOTAL		**$**	**2,576.22**
CODE COMPLIANCE			
FUELMAN	FUEL USAGE 5.18.26 - 5.24.26	$	122.74
FUELMAN	FUEL USAGE 5.25.26 - 5.31.26	$	93.63
DEPT. OF PUBLIC UTILITIES	POSTAGE - MAY	$	478.94
OK UNIFORM BUILDING CODE	STATE PERMIT FEE - MAY	$	176.00
HARP AUTO GROUP	TIRE REPAIR	$	48.70
OML	OK CODE ENFORCEMENT ASSOC DUES	$	50.00
TOTAL		**$**	**970.01**
STREET DEPARTMENT			
FUELMAN	FUEL USAGE 5.18.26 - 5.24.26	$	1,105.35
FUELMAN	FUEL USAGE 5.25.26 - 5.31.26	$	582.62
LOCKE SUPPLY	SCREWS	$	3.00
OTA PIKEPASS	TOLL CHARGES - MAY	$	1.02
O'REILLY AUTO PARTS	BATTERY	$	199.49
KATNER MILLS	COUPLERS & FITTINGS	$	265.69
KATNER MILLS	HAND CLEANER & FLAP WHEELS	$	77.96
KATNER MILLS	TIRE PATCH TUBE	$	20.70
KATNER MILLS	FUEL PUMP, FILTERS & HOSES	$	291.13
KATNER MILLS	JT-6 HI TEMP	$	49.90
KATNER MILLS	WHEEL STUD	$	38.05
PREMIER TIRE GROUP	BLOWER	$	184.61
ACE HARDWARE	SMARTFLO HOSE & BARB	$	70.17
4 STATE TRAILERS	PLUGS & TUBE	$	41.37
TOTAL		**$**	**2,931.06**
CEMETERY			
FUELMAN	FUEL USAGE 5.18.26 - 5.24.26	$	108.61
FUELMAN	FUEL USAGE 5.25.26 - 5.31.26	$	167.65
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	0.78
TOTAL		**$**	**277.04**
MUNICIPAL BUILDING (FACILITIES)			
FUELMAN	FUEL USAGE 5.18.26 - 5.24.26	$	83.43
HK ELECTRIC	LABOR	$	210.00

HK ELECTRIC	LABOR	$	105.00
KONE	MONTHLY ELEVATOR MAINTENANCE - JUNE	$	252.28
HUGO'S INDUSTRIAL SUPPLY	SOAP & TRASH BAGS	$	217.64
TOTAL		**$**	**868.35**

SPORTS ACTIVITIES

FUELMAN	FUEL USAGE 5.18.26 - 5.24.26	$	148.66
FUELMAN	FUEL USAGE 5.25.26 - 5.31.26	$	234.19
TURF & SOIL MANAGEMENT	VIBRAFLEX PINS	$	345.34
STRIMPLE OUTDOOR	BLADES & BELTS	$	293.35
TOTAL		**$**	**1,021.54**

SWIMMING POOL

AQUA PRODUCTS KC	BOTTOW LID ASSEMBLY & FILTER BAG	$	312.00
B & L WATERWORKS	PIPE	$	31.78
B & L WATERWORKS	PIPE & COUPLINGS	$	36.21
B & L WATERWORKS	BACKWATER VALVE, BUSHING & PVC	$	88.15
HK ELECTRIC	LABOR	$	315.00
JCI	FREIGHT	$	259.58
JCI	POOL PUMP - PO#26-01297	$	5,644.00
ARLAN CO	PH DOWN LO - PO#26-01298	$	2,687.21
RODNEY HENRY	PER DIEM - PO#26-01301	$	30.00
ZEB MINGORI	PER DIEM - PO#26-01300	$	30.00
TOTAL		**$**	**9,433.93**

ANIMAL CONTROL

LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	2.08
MINDY MAYFIELD	SPAY & NEUTERS	$	245.00
MINDY MAYFIELD	SPAY & NEUTERS - PO #26-01349	$	1,055.00
TOTAL		**$**	**1,302.08**

PARKS

FUELMAN	FUEL USAGE 5.18.26 - 5.24.26	$	507.36
FUELMAN	FUEL USAGE 5.25.26 - 5.31.26	$	908.45
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	24.44
HENRY'S WELDING	TORCH KIT, NIPPLES & CLAMPS	$	138.49
HENRY'S WELDING	OXYGEN & ACETYLENE	$	124.88
HUGO'S INDUSTRIAL SUPPLY	TRASH BAGS	$	133.56
O'REILLY AUTO PARTS	SHOCKS, V-BELT & OIL	$	240.38
O'REILLY AUTO PARTS	CREDIT	$	(10.99)
ACE HARDWARE	TRIMMER	$	127.96
STRIMPLE OUTDOOR	BLADES & BELTS	$	296.55
SUNKISSED FLORAL	PLANTS - PO #26-01313	$	2,147.50

BOB CARDER	LABOR - PO #26-01324	$	2,250.00
PAYTON'S AUTOMOTIVE	POWER BRAKE BOOSTER - PO #26-01347	$	728.53
NEO CONCRETE	BLOCKS - PO #26-01346	$	975.00
TOTAL		**$**	**8,592.11**

LIBRARY

LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	126.67
KONE	MONTHLY ELEVATOR MAINTENANCE - JUNE	$	252.28
INGRAM LIBRARY SERVICES	BOOKS	$	13.41
INGRAM LIBRARY SERVICES	BOOKS	$	113.61
INGRAM LIBRARY SERVICES	BOOKS	$	27.24
INGRAM LIBRARY SERVICES	BOOKS	$	25.05
INGRAM LIBRARY SERVICES	BOOKS	$	18.59
POCI	ANNUAL MEMBERSHIP	$	10.00
MIDWEST TAPE	DVD'S	$	13.23
TOTAL		**$**	**600.08**

GENERAL GOVERNMENT

DEPT. OF PUBLIC UTILITIES	POSTAGE - CITY CLERK - MAY	$	2.72
DEPT. OF PUBLIC UTILITIES	POSTAGE - GENERAL GOV - MAY	$	144.59
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY - CITY CLERK	$	8.32
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY - CITY MGR	$	12.04
MIAMI NEWS RECORD	LEGAL PUBLICATION	$	422.34
MIAMI NEWS RECORD	LEGAL PUBLICATION	$	279.78
OTTAWA COUNTY CLERK	ADVERTISING & PRINTING	$	22.00
HALL ESTILL	PROFESSIONAL SERVICES - PO #26-01329	$	7,571.50
ZANEVAN ENGINEERING	OZARK TRAIL PROJECT - PO #26-01362	$	4,395.50
ZANEVAN ENGINEERING	VETERANS BLVD PROJECT - PO #26-01361	$	4,066.50
TOTAL		**$**	**16,925.29**

HUMAN RESOURCES

DEPT. OF PUBLIC UTILITIES	POSTAGE - MAY	$	5.31
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$	60.33
QUEST DIAGNOSTICS	PRE EMPLOY DRUG TESTING	$	958.70
INVESTIGATIVE CONCEPTS	BACKGROUND CHECKS	$	470.55
MCAFEE & TAFT	LEGAL SERVICES	$	850.00
OTTAWA COUNTY HEALTH DEPT	VACCINES - R SMITH	$	77.51
TOTAL		**$**	**2,422.40**

PARKS

HILLBILLY PUMPING	PORTABLE TOILETS - PO #26-01305	$	600.00

TOTAL		**$ 600.00**
STREET / ALLY		
COLLINS CONSTRUCTION	ASPHALT REMOVAL - PO #26-01102	$ 47,305.50
NEO CONCRETE	CONCRETE - PO #26-01262	$ 9,860.00
TOTAL		**$ 57,165.50**
STREET / STADIUM		
KEMP STONE	BASE - PO #26-01033	$ 2,014.65
KEMP STONE	BASE - PO #26-01033	$ 1,442.76
TOTAL		**$ 3,457.41**
PD - DRUG SEIZURE		
MES	SCBA FLOW TESTS & SERVICE CALL	$ 331.76
TOTAL		**$ 331.76**
CAPITAL IMPROVEMENTS - PARKS		
OKLAHOMA GLASS & MIRROR	GLASS - PO #26-01351	$ 5,900.00
TOTAL		**$ 5,900.00**
COUNTY FIRE		
EMERGENCY VEHICLE RES	NFPA PUMP TEST - PO #26-01089	$ 3,377.26
TOTAL		**$ 3,377.26**
GRANTS / DONATIONS - LIBRARY		
INGRAM LIBRARY SERVICES	BOOKS	$ 91.31
INGRAM LIBRARY SERVICES	BOOKS	$ 217.75
INGRAM LIBRARY SERVICES	BOOKS	$ 37.97
INGRAM LIBRARY SERVICES	BOOKS	$ 162.87
INGRAM LIBRARY SERVICES	BOOKS	$ 100.28
NICHOLAS PAYNE	MUSIC PERFORMANCE & TRAVEL	$ 275.00
AARON RIDER	MELVINO THE CLOWN SHOW & TRAVEL	$ 332.00
MARY DISMUKE	HAND SEWING LESSONS	$ 150.00
VICTORIA LANE	CURSIVE HANDWRITING	$ 250.00
RACHEL'S RAINBOW - SANDA	FACE PAINTING	$ 200.00
CENGAGE	MISS HUMBLEE'S ACADEMY - PO #26-01248	$ 682.50
PLAYAWAY	PHONICS & LESSONS - PO #26-01275	$ 524.94
PLAYAWAY	BOOKS - PO #26-01275	$ 1,076.17
TOTAL		**$ 4,100.79**
MCVB		
FUELMAN	FUEL USAGE 5.25.26 - 5.31.26	$ 32.91

DEPT. OF PUBLIC UTILITIES	POSTAGE - MAY	$ 63.86
LAKELAND OFFICE	COLOR COPIER OVERAGES - QUARTERLY	$ 32.20
BUDGET BALLIN TOURS	DEPOSIT - CHRIS LANE - PO #26-01325	$ 30,000.00
TOTAL		**$ 30,128.97**

SENIOR CENTER

HUGO'S INDUSTRIAL SUPPLY	TRASH BAGS	$ 29.05
HUGO'S INDUSTRIAL SUPPLY	OVEN CLEANER	$ 7.25
TOTAL		**$ 36.30**

AIRPORT

DEPT. OF PUBLIC UTILITIES	POSTAGE - MAY	$ 18.50
MULTISERVICE	CREDIT CARD FEES - APRIL	$ 267.67
MULTISERVICE	DEVICE FEES - APRIL	$ 20.00
MULTISERVICE	CREDIT CARD FEES - MAY	$ 9.15
MULTISERVICE	DEVICE FEES - MAY	$ 20.00
PAYMETECH	CREDIT CARD FEES - MAY	$ 136.55
KATNER MILLS	BATTERY	$ 56.39
O'REILLY AUTO PARTS	BATTERY & HEADER GASKET	$ 441.75
O'REILLY AUTO PARTS	LIFT SUPPORT	$ 27.07
PDI	SPG PACKAGE	$ 47.74
WISDOM PUMP SERVICE	LABOR & PARTS - PO #26-01393	$ 268.00
WISDOM PUMP SERVICE	LABOR & PARTS - PO #26-01393	$ 1,407.00
QTPOD	BASE ACCESS PLAN - PO #26-01392	$ 1,195.00
TOTAL		**$ 3,914.82**

OFF-CYCLE CHECKS/DRAFTS

OTTAWA COUNTY CLERK	LIEN COSTS	$ 414.00
OTTAWA COUNTY CLERK	LIEN COSTS	$ 306.00
OTTAWA COUNTY CLERK	LIEN COSTS	$ 180.00
OTTAWA COUNTY ELDER ROUND	VENDOR FEE	$ 35.00
MELINDA STOTTS	DEPOSIT REFUND	$ 100.00
GUILLERMO NEGRETE	DEPOSIT REFUND	$ 100.00
TOTAL		**$ 1,135.00**

BANK OF AMERICA	CREDIT CARD CHARGES - 4.16.26 - 5.1.26	$ 26,896.56
BANK OF AMERICA	CREDIT CARD CHARGES - 5.2.26 - 5.15.26	$ 27,621.81
CITY OF MIAMI	SALARIES & BENEFITS - 5.28.26	$ 315,215.43
	TOTAL GENERAL FUND	**$ 58,970.61**
	TOTAL OTHER FUNDS	**$ 109,012.81**

TOTAL GOVERNMENTAL FUNDS	**$ 538,852.22**

CITY OF MIAMI CREDIT CARD CLAIMS
APRIL 16, 2026 – MAY 1, 2026

LEGAL DEPARTMENT		
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$99.85	
OKBAR - TRAININGS	$100.00	
ODCR - APRIL 26 TOOLS	$5.00	
TOTAL		**$204.85**
COURT		
LA QUINTA MOTOR INNS - ROOMS	$220.00	
TOTAL		**$220.00**
POLICE DEPARTMENT		
AMAZON - FILE FOLDERS, AIR FRESHNERS	$114.41	
AMAZON - FLASH DRIVES	$302.55	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$1,432.62	
HOLIDAY INN EXPRESS- NEW CHIEF TRAINING STAY	$550.00	
WALMART - ITEMS FOR TRAINIG	$13.88	
DAYLIGHT DONUTS - DONUTS FOR TRAINIG	$20.00	
TOTAL		**$2,433.46**
FIRE DEPARTMENT		
WALMART.COM - CHAIR	$99.87	
AMAZON - OXYGEN TRAUMA BAGS	$145.49	
HARBOR FREIGHT - TUBING	$4.99	
WALMART.COM - GAIN, PINESOL & RUBBERMAIDS	$130.02	
AMAZON - FILTER	$123.88	
ACE HDWE - FILTER	$13.99	
ACE HDWE - SCREWS	$10.57	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$256.96	
HOMES TO SUITES BY HILTON - HOTEL	$378.00	
WM SUPERCENTER - OBKITS	$46.12	
WM SUPERCENTER - TV	$278.00	
FIRE SERVICE TRAINING - CPR1CDS	$315.00	
TOTAL		**$1,802.89**
EMERGENCY MANAGEMENT		
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$37.48	
TOTAL		**$37.48**
TELECOMMUNICATIONS		
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$47.40	
TOTAL		**$47.40**
CODE COMPLIANCE		

HARP AUTO GROUP-TRAILER TIRE	$69.00	
WALMART - SPRAY PAINT	$10.47	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$121.62	
TOTAL		**$201.09**
RISK MANAGEMENT		
OKLAHOMA AUTO GLASS - WINDOW REPLACEMENT	$523.98	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$86.74	
TOTAL		**$610.72**
STREET DEPARTMENT		
AMAZON -GEAR PULLER	$78.82	
AMAZON - TOOLS	$41.89	
HARBOR FREIGHT TOOLS - METAL SHELVES FOR SHOP	$459.87	
HARBOR FREIGHT - WHEEL DOLLY	$99.99	
TRACTOR SUPPLY - TOP LINK PINS	$38.36	
TRACTOR SUPPLY - TOP LINK PINS - CREDIT	($42.01)	
LOCKE SUPPLY - ADAPTORS, GALVANIZED NIPPLES, REDUCERS	$64.65	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$40.54	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$135.34	
ONG - MONTHLY SERVICE 3.19.26 - 4.20.26	$216.79	
ONG - MONTHLY SERVICE 3.19.26 - 4.20.26	$142.76	
MITCHELL1 SNAP ON US - MECHANIC SUB	$176.36	
TOTAL		**$1,453.36**
CEMETERY		
ACE - WEEDEATER RPR	$169.98	
ROBERTSON TIRE- MOWER TIRES	$137.16	
O'REILLY - OIL	$16.98	
ACE HDWE - LIQUID NAIL	$23.98	
KTNR MLS - LABOR	$20.00	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$47.40	
ALERT 360 - MONTHLY SERVICE - MAY	$34.07	
TOTAL		**$449.57**
FACILITIES		
ACE - BLADES	$14.99	
LOCKE SUPPLY - FILTERS	$170.88	
LOCKE - PLUMBING SUPS	$120.41	
LOCKE - TOGGLE SWITCH	$4.90	
LOCKE - PLUMBING SUPS	$142.56	
ACE - PWR GRAB	$43.14	
ONG - MONTHLY SERVICE 3.19.26 - 4.20.26	$295.14	
TOTAL		**$792.02**
SPORTS		
HRBR FRT - WHEELS	$49.98	
AMZN - MOPS, WRNGRS	$341.13	
ACE - TRIMMER HEAD	$34.99	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$47.40	

FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$81.08	
AMZN - BASEBALLS	$358.26	
TOTAL		**$912.84**

POOL

AMZN - VALVE	$99.25	
AMZN - STEPS	$189.99	
FASTENAL-CARTRIDGE	$61.31	
ACE - SEALANT, GREAT STUF	$94.30	
SHWN WMS-PAINT	$90.90	
LOCKE - LIGHT, PWR SUP	$76.34	
ACE - SEALANT	$95.92	
ACE - CAULKING	$99.92	
AMZN - NACHO CHIPS	$473.94	
SAMS - SODA, ICE CREAM	$361.54	
SAMS - PRTZLS, CANDY	$447.82	
SPARKLIGHT - MONTHLY SERVICE 4.23.26 - 5.22.26	$96.48	
BANKSUPPLIES - BAGS	$154.25	
TOTAL		**$2,341.96**

ANIMAL CONTROL

SAMS - DTRGNT, PPRTWLS & ODOBAN	$232.99	
WM-PLANTS	$95.30	
TRCTR SUP - BEDDING	$19.68	
TRCTR SUP - BEDDING	$17.97	
TRCTR SUP - CREDIT	($19.68)	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$87.94	
TOTAL		**$434.20**

PARKS

AMZN - BINDERS, NOTEPADS	$84.31	
TRCTR SUP - POWER WASHR	$419.99	
ACE - TIE DOWNS	$49.98	
KTNR MLS - FLTR,OIL	$147.15	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$87.94	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$47.40	
TOTAL		**$836.77**

LIBRARY

AMZN-DYMO LABEL MAKER	$24.53	
AMZN-DYMO LABEL REFILLS	$23.38	
AMZN-MOP & MOPHEADS	$84.59	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$140.39	
ALERT 360 - MONTHLY SERVICE - MAY	$32.00	
AMZN-LANTERNS & RES BAGS	$97.49	
AMZN-DISPLYPRT TO HDMI CORD	$9.96	
AMZN-TEEN DECOR	$74.94	
TOTAL		**$487.28**

GENERAL GOVERNMENT

FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$237.00	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$505.49	
ROBBERS CAVE-CLD MAYOR	$155.05	
ROBBERS CAVE-CLD COMM MGR	$155.05	
TOTAL		**$1,052.59**
HUMAN RESOURCES		
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$94.80	
PAYPAL TERRANBAKED - ANNUAL MEETING	$60.00	
WM - COOKIWS, JUICE & CUPCAKES	$65.68	
TOTAL		**$220.48**
WORKERS COMP		
WORK COMP COMMISION - OWN RISK MGMNT FEE	$1,020.00	
TOTAL		**$1,020.00**
STREET/ALLY		
MITCHELL1 SNAP ON US - MECHANIC SUB	$378.00	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$40.54	
TOTAL		**$418.54**
POOL IMPROVEMENTS		
HUGHES - OSB, INSUL	$493.66	
WESTCO-AC UNIT	$299.99	
LOCKE -LIGHTS,CLMPS,CON	$3,713.23	
HUGHES - LUMBER, BOARD	$332.98	
TOTAL		**$4,839.86**
CAPITAL IMPROVEMENT- POLICE		
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$689.18	
TOTAL		**$689.18**
CAPITAL IMPROVEMENT- FACILITIES		
ACE - DOOR STOPS	$26.36	
ACE - DOORKNOBS	$119.98	
AMZN - DOORKNOB	$100.96	
LOCKE-COUPLING	$79.10	
LOCKE - PVC, NIPPLE	$11.15	
ACE - REKEY DOORKNOBS	$16.00	
LOCKE - TEES, CLAMPS	$32.36	
LOCKE - DRAIN,PEX,HYDR	$137.50	
HRBR FRT - AIR HOSE	$414.93	
HRBR FRT - AIR HOSE	$4.99	
LOCKE - ACCESS PANEL	$30.89	
TOTAL		**$974.22**
GRANTS/DONATIONS - ANIMAL SHELTER		
INTERVET MERCK - CHIPS	$1,000.00	
TOTAL		**$1,000.00**

GRANTS/DONATIONS - LIBRARY		
AMZN-CHAIR GLIDES & MAGNETS	$69.83	
TOTAL		**$69.83**
MCVB		
HOBBY LOBBY - DECORATIONS	$37.96	
FACEBK- 66FEST26 AD	$91.00	
FACEBK - 66FEST26 AD	$91.00	
FACEBK - 66FEST26 AD	$91.00	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$34.96	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$47.40	
FIRSTNET - 2.26.26 - 3.25.26 MONTHLY SERVICE	$40.54	
DOUBLETREE HOTELS - CONFERENCE	$473.14	
EMBASSY SUITES OKL - ROOM	$183.25	
677 EMBASSY SUITES OKL HOTEL STAY RT 66 DAY	$163.00	
MRCC ONLIN OK - CHAMBER MEETING/LUNCH	$50.00	
DOUBLETREE HOTELS - CREDIT FOR TAXES	($34.90)	
VISIT WIDG - MCVB APP MONTHLY FEE	$349.00	
FACEBK MCVB EVENT AD	$91.00	
GREEN COUNTRY TOURISM - MARKETING	$543.19	
FACEBK - MCVB EVENT AD	$91.00	
FACEBK - MCVB EVENT AD	$91.00	
FACEBK - AD	$91.00	
TOTAL		**$2,524.54**
SENIOR CENTER		
ONG - MONTHLY SERVICE 3.19.26 - 4.20.26	$324.64	
AMAZON - DETERGENT	$40.18	
ACE - DOORKNOBS	$54.99	
ACE HARDWARE - ANT KILLER	$7.99	
WALMART - SODA & WATER	$114.00	
SPARKLIGHT - MONTHLY SERVICE 4.16.26 - 5.15.26	$68.50	
FACEBOOK-FISH FRY AD	$23.73	
AMAZON - CAFETERIA TRAYS	$69.24	
AMAZON - TV MOUNT & SHELVES	$48.03	
TOTAL		**$751.30**
AIRPORT		
ONG - MONTHLY SERVICE 3.19.26 - 4.20.26	$70.13	
TOTAL		**$70.13**
MIPFA		
ALERT 360 - MONTHLY SERVICE - MAY	$102.21	
TOTAL		**$102.21**
MDRA - MAIN STREET		
TULRT - LDG - HR TULSA HOTEL MAIN STREET CONFERENCE	$618.78	
WM SUPERCENTER - TRASH BAGS	$29.04	
TOTAL		**$647.82**

MDRA - COLEMAN		
LOCKE - LIGHTBULB	$39.00	
FACEBK - FLEETWOOD X AD	$9.12	
FACEBK - WHITE AD	$15.96	
SWANK MOTION PICTURES IN - USAGE FEE FROZEN 11-01-25	$550.00	
TOTAL		**$614.08**
TOTAL GENERAL FUND		**$14,538.96**
TOTAL OTHER FUNDS		**$13,721.71**
TOTAL GOVERNMENTAL FUNDS		**$28,260.67**

CITY	$26,896.56
MIPFA	$102.21
MCFA	$0.00
MDRA	$1,261.90

CITY OF MIAMI CREDIT CARD CLAIMS
MAY 2, 2026 – MAY 15, 2026

LEGAL DEPARTMENT		
WWW.OKBAR.ORG - TRAININGS	$187.50	
ODCR - MAY 2026 SUBSCRIPTION	$55.00	
TOTAL		**$242.50**
POLICE DEPARTMENT		
AMAZON - PVC ID CARDS	$44.98	
AMAZON - CREDIT	($21.76)	
TOTAL		**$23.22**
FIRE DEPARTMENT		
AMAZON - MEDBAG	$145.49	
WM SUPERCENTER - CHEST	$39.44	
WALMART.COM - WATER	$10.54	
WALMART.COM - BATTERES	$22.58	
HOMES TO SUITES BY HILTON - CREDIT	($378.00)	
GOOGLE YOUTUBE TV - SUB	$82.99	
MYOUTDOORTV - SUB	$9.99	
TOTAL		**($66.97)**
EMERGENCY MANAGEMENT		
HARBOR FREIGHT TOOL -LADDER EXT CORD	$59.98	
TOTAL		**$59.98**
RISK MANAGEMENT		
DONUT PALACE - MESO/DEQ TRAINING	$24.00	
TOTAL		**$24.00**
STREET DEPARTMENT		
CLEAN UNIFORM CO - APRIL - MAIN ST	$133.92	

PAYPAL - AO JIA SI TECHNOLOGY - DIAGNOSTIC SCAN TOOL	$1,318.00	
PAYPAL - INTERNATIONAL FEE	$13.18	
TOTAL		**$1,465.10**
CEMETERY		
ROBERTSON-TIRES	$566.92	
MIA IND - HYD HOSE, PROJ	$111.50	
CLEAN UNIFORM CO - APRIL - CEMETERY	$50.60	
SPARKLIGHT - 5.1.26 - 5.31.26 MONTHLY SERVICE	$117.50	
TOTAL		**$846.52**
FACILITIES		
HUGHES - CREDIT	($23.98)	
LOCKE - RECPT, BRKT	$20.11	
LOCKE - FILTERS	$86.04	
LOCKE - FILTERS	$60.24	
LOCKE - FILTERS	$150.84	
ACE HDWE - CAULK & CORNER BRACES	$23.55	
ACE HDWE - SCREWS	$29.99	
CLEAN UNIFORM CO - APRIL - FACILITIES	$35.88	
OK ASBESTOS - TRAINING	$100.00	
TOTAL		**$482.67**
SPORTS		
KTNR MLS - GAS CAP	$17.00	
KTNR MLS - OIL, FLTR	$17.67	
LOCKE - TIMER SWITCH	$80.17	
LOCKE - BREAKERS,SWITCH	$45.34	
AMZN - PAPER TRAYS	$36.38	
AMZN - CONCESSION ITEMS	$205.19	
WAL-MART - FRITOS & CHILI	$241.41	
SAMS - CONCESSION ITEMS	$1,894.08	
WM SUPERCENTER - CONCESSION GOODS	$151.54	
WM SUPERCENTER - CONCESSION GOODS	$56.80	
SAMS - CONCESSION ITEMS	$572.32	
CLEAN UNIFORM CO - APRIL - SPORTS	$27.38	
TOTAL		**$3,345.28**
POOL		
ACE -SEALANT AND CAULK	$43.97	
ACE - KEYS	$7.98	
TRCTR SUP - CAULKING	$50.94	
TRCTR SUP - CAULKING	$50.94	
ACE - CAULKING	$181.86	
TOTAL		**$335.69**
ANIMAL CONTROL		
BEACHNER-DOG FOOD	$1,377.60	
TRCTR SUP - BEDDING	$17.97	
CLEAN UNIFORM CO - APRIL - ANIMAL	$17.76	

SHELTERLUV - ADOPTIONS	$14.00	
TOTAL		**$1,427.33**
PARKS		
KTNR MLS - TRANS SEAL	$49.89	
ACE - 2 STROKE OIL	$98.91	
AMZN - BATTERIES	$121.16	
HRBR FRT - ROLRS, BRUSH	$22.45	
HRBR FRT - PAINT TRAYS	$28.93	
CLEAN UNIFORM CO - APRIL - PARKS	$112.08	
TOTAL		**$433.42**
LIBRARY		
QUILL-COPY PAPER	$353.50	
QUILL-PORTRAIT SIGN DISPLAYS	$114.64	
TLS-LABEL PROT & BARCDE LABELS	$460.38	
USPS-POSTAGE	$34.72	
WMRT-BLACKS BEANS SENSORY BIN	$14.94	
WMRT-MUFF W MOM SPLS	$69.68	
TOTAL		**$1,047.86**
HUMAN RESOURCES		
SELECT OKLAHOMA-MAYOR REGISTRATION	$450.00	
AMAZON - PHONE CASE	$16.98	
AMAZON - OFFICE SUPPLIES	$39.99	
WAL-MART - WEBCAM	$34.86	
WM SUPERCENTER - NEW HIRE GOODY BAGS	$155.24	
TOTAL		**$697.07**
POOL IMPROVEMENTS		
OK ST DEPT OF HLTH -PLAN	$425.00	
WESTCO--FRIDGE, FREEZR	$789.98	
OK.GOV - SERVICE FEE	$11.61	
AMZN - SINK	$88.59	
LEISURE TIME - GAZEBOS	$3,413.00	
AMZN - WATER TANK	$72.07	
AMZN - DROP SAFE	$227.98	
AMZN - WATER TANK	$97.50	
LOCKE SUPPLY - CLAMP,DRAIN ADPT	$57.00	
LOCKE - CLAMP, PIPE, PEX	$27.24	
TOTAL		**$5,209.97**
PARKS/RECS		
LEISURE TIME - GAZEBOS	$4,373.00	
TOTAL		**$4,373.00**
CAPITAL IMPROVEMENT- FACILITIES		
ULINE-RAILING	$1,710.48	
ACE HDWE - ADHSV	$43.14	
TOTAL		**$1,753.62**

GRANTS/DONATIONS - ANIMAL SHELTER		
HYATT - LODGING	$1,036.00	
TOTAL		**$1,036.00**
GRANTS/DONATIONS - LIBRARY		
AMZN-CEILING SIGN HANG SYSTEM	$487.97	
AMZN-CHAIR GLIDES X 6 SETS	$55.26	
AMZN-CHAIR GLIDES-CREIDT	($60.24)	
AMZN-DSK CHAIR & OUTREACH BINS	$107.46	
AMZN-JUV BOOKS	$301.39	
WMRT-VISUAL DISPLAY BINS	$39.85	
AMZN-DVD	$18.27	
AMZN-ADULT BOOK	$19.99	
AMZN-PROG,HUBCAP,IDS,OPERATING	$340.36	
AMZN-CEILING SIGN SUPPLIES	$263.11	
TOTAL		**$1,573.42**
MCVB		
ANNIE MOUSE BOOKS - MERCH	$63.72	
HOMETOWN WATER AND COFFE - WATER SERVICE	$18.11	
EMBASSY SUITES OKL - ROOM	$189.25	
BACK40 DESIGN - MCVB WEBSITE FEE	$62.31	
BACK40 DESIGN - MCVB WEBSITE FEE	$62.31	
FACEBK - AD	$91.00	
FACEBK - AD	$31.51	
LINK MEDIA OUTDOOR - MCVB BILLBOARD	$321.30	
FACEBK - MCVB EVENT AD	$91.00	
FACEBK - MCVB EVENT AD	$91.00	
HOBBY-LOBBY - CVB CENTERPIECE SUPPIES	$20.14	
SUPERCENTER - OFFICE SUPPLIES	$173.24	
OKLA ROUTE 66 - SHIRT	$24.47	
4IMPRINT, INC - PROMOTIONS	$1,839.16	
TOTAL		**$3,078.52**
SENIOR CENTER		
REID NEWS - ANNUAL MEETING AD	$79.58	
WALMART - SODA & CANDY	$57.53	
TOTAL		**$137.11**
AIRPORT		
ACDELCO TDS - SPS2 UNIT#A1703	$45.00	
OCC - STORAGE TANK PERMIT	$1.50	
OCC - STORAGE TANK PERMIT	$50.00	
TOTAL		**$96.50**
MDRA - MAIN STREET		
EMBASSY SUITES - ROOM	$169.00	
AMAZON - TABLE CLOTH	$62.56	
TOTAL		**$231.56**

MDRA - COLEMAN		
SAMS CLUB.COM - WATER	$68.48	
MIABELLA- SHOW SUPPLIES REIMBURS BY PROMOTER	$72.05	
WM -PRE-SHOW PURCH -REIMBURS BY PROMOTER	$211.26	
HARPS FOOD - GREEN ROOM SUPPLIES REIMBURS BY PROMOTER	$49.99	
WALGREENS - GREEN ROOM ITEMS REIMBURS BY PROMOTER	$7.18	
TOTAL		**$408.96**
TOTAL GENERAL FUND		**$10,363.67**
TOTAL OTHER FUNDS		**$17,898.66**
TOTAL GOVERNMENTAL FUNDS		**$28,262.33**

CITY	$27,621.81
MIPFA	$0.00
MCFA	$0.00
MDRA	$640.52

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Minutes: June 23, 2026 (Regular Meeting)**

PRESENTER: City Council

BACKGROUND:

STAFFS RECOMMENDATION:
Staff recommends approval if there are no changes that need to be made

ATTACHMENT(S):
06232026 Council Minutes.docx

THE MAYOR AND THE CITY COUNCIL MET IN REGULAR SESSION ON JUNE 23, 2026, IN THE MIAMI CIVIC CENTER COUNCIL CHAMBERS AT 5:30PM WITH THE FOLLOWING MEMBERS PRESENT:

Bless Parker, Mayor
Brian Estep, Councilmember Ward 1
Kevin Dunkel, Councilmember Ward 2
Kyla Jones, Councilmember Ward 3
Haleigh Barnes, Councilmember Ward 4

Tyler Cline, City Manager (Arrived at 5:31PM)
Misty Barnes, City Attorney (Absent)
Melissa Moore, City Clerk
Ken Williams, Outside Counsel (Hall Estill)

The agenda for the meeting was displayed in the main lobby of the Miami Civic Center and by posting on www.miamiok.gov starting at 3:30PM on June 22, 2026, pursuant to 25 O.S §311(9) (a) and (b).

THE COUNCIL MAY TAKE ANY OF THE FOLLOWING ACTIONS: DISCUSS, CONSIDER AND VOTE FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ANY ITEM LISTED IN THIS AGENDA:

1. Call to Order
Mayor Parker called the meeting to order at 5:30PM.

2. Invocation by the Retired Pastor of the First Christian Church
Invocation by the retired Pastor of the First Christian Church, Leon Weece.

3. Pledge of Allegiance
Councilmember Barnes led the Pledge of Allegiance.

4. Other New Business, if any, Which has Arisen Since the Posting of the Agenda and Could not Have Been Anticipated Prior to the Time of Posting (25 O.S. §311(9)). This Agenda Item Could Include Possible Action Items
None.

5. Executive Session: Consideration and Vote to Convene Into Executive Session in the Staff Room for the Purpose of the Following Agenda Items

A. Executive Session in the Staff Room Pursuant to 25 O.S.307(b) (1) for Purposes of Discussing the Employment, Hiring, Promotion, Demotion, Disciplining, or Resignation of any Individual Salaried Public Officer or Employee, to wit: City Attorney

B. Executive Session in the Staff Room Pursuant to 25 O.S. §307(B)(4) for Purposes of Confidential Communications Between the Council and its Attorney Concerning a Pending Investigation, Claim, or Action, to wit: Review of the Independent Investigator's Report Regarding Allegations Concerning a City Official
Tyler Cline, Courtney K. Warmington (Via Videoconference), and Ken Williams of Hall Estill attended executive session at the mayor's request.

Councilmember Dunkel moved to go into executive session for the reasons stated in the agenda. Councilmember Barnes made the second. The Council was polled with the following results:

Dunkel, Aye Barnes, Aye Jones, Aye Estep, Aye Parker, Aye

The Council continued the meeting from the Council Chambers at 5:31PM and reconvened in the Staff Room for purposes of the executive session.

6. The Meeting Will be Continued From the Council Chambers and Reconvened in the Staff Room for Purposes of the Executive Session for the Following Agenda Items

A. Executive Session in the Staff Room Pursuant to 25 O.S.307(b) (1) for Purposes of Discussing the Employment, Hiring, Promotion, Demotion, Disciplining, or Resignation of any Individual Salaried Public Officer or Employee, to wit: City Attorney

B. Executive Session in the Staff Room Pursuant to 25 O.S. §307(B)(4) for Purposes of Confidential Communications Between the Council and its Attorney Concerning a Pending Investigation, Claim, or Action, to wit: Review of the Independent Investigator's Report Regarding Allegations Concerning a City Official

The Council continued the meeting from the Council Chambers at 5:31PM and reconvened in the Staff Room for purposes of the executive session.

The City Clerk remained in the Council Chambers and the executive session minutes were taken by Ken Williams.

Mayor Parker declared the Council out of executive session at 7:01PM.

7. The Meeting Will be Reconvened in the Council Chambers After the Executive Session
The meeting reconvened in the Council Chambers after the executive session at 7:01PM.

8. Possible Action Regarding the City Attorney
Councilmember Barnes made a motion to renew the City Attorney contract. The motion was seconded by Councilmember Estep. The Council was polled with the following results:

Barnes, Aye Estep, Aye Jones, No Dunkel, Aye Parker, No

Mayor Parker declared the motion carried.

9. Possible Action Regarding the Independent Investigator's Report Regarding Allegations Concerning a City Official
Councilmember Estep explained that the Council acknowledges the receipt of the independent investigator’s summary regarding allegations against Mayor Parker all of which were resolved in his favor and allegations found to be unsubstantiated. Further details regarding the release of this report will be provided at the next regularly scheduled City Council meeting.

No action taken.

10. Adjournment
Councilmember Dunkel made a motion to adjourn. Councilmember Estep made the second. The Council was polled with the following results:

Dunkel, Aye Estep, Aye Jones, Aye Barnes, Aye Parker, Aye

Mayor Parker declared the meeting adjourned at 7:02PM.

_____	_____	_____
Councilmember Barnes	Councilmember Jones	Councilmember Dunkel
_____	_____	ATTEST: _____
Councilmember Estep	Mayor Bless Parker	Melissa Moore, City Clerk

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on Ordinance 2026-13 Amending and Renaming Section 26-338 (Reserved) to Section 26-338 (Carports); of Article VIII (supplemental Regulations), of Division I (Generally of Chapter 26 (Zoning) of the Code of Ordinances to Establish Regulations for the Placement, Construction, Maintenance, Enforcement and Penalties of Carports Within the City of Miami; Providing for Enforcement, Penalties, Severability, and Declaring an Effective Date**

PRESENTER: Travis Jones

BACKGROUND:
Currently carports are not allowed within the required front setback of a residential lot. The owner of the lot can file an application for a variance through the Board of Adjustment if they wish to do so. This ordinance will allow carports to be placed as an accessory structure on the front half of a residential lot without filing a Board of Adjustment application if requirements meet the placement and construction per the ordinance.

STAFFS RECOMMENDATION:
Staff recommends Approving

ATTACHMENT(S):
2026_06_29 - Carport Ordinance.docx

Proposed Ordinance No. 2026-_____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI, OKLAHOMA, AMENDING AND RENAMING SECTION 26-338 (RESERVED) TO SECTION 26-338 (CARPORTS), OF ARTICLE VIII (SUPPLEMENTAL REGULATIONS), OF DIVISION 1 (GENERALLY) OF CHAPTER 26 (ZONING) OF THE CODE OF ORDINANCES TO ESTABLISH REGULATIONS FOR THE PLACEMENT, CONSTRUCTION, AND MAINTENANCE OF CARPORTS WITHIN THE CITY OF MIAMI; PROVIDING FOR ENFORCEMENT, PENALTIES, AND SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Article 2, Section 6, ¶2 of the City Charter provides that the Council may enact municipal legislation subject to limitations as may now or hereafter be imposed by the Oklahoma Constitution and law;

WHEREAS, Article IV, Section 1 of the City Charter provides that the Mayor and Council shall have power by ordinance to regulate and prescribe such rules and regulations as may seem advisable and necessary to protect public health, safety, and comfort;

WHEREAS, Article 3, Section 32 of the City Charter provides that the City of Miami shall have power to enforce the ordinances of the City by fine or imprisonment, or both;

WHEREAS, this ordinance is necessary to protect the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF MIAMI, OKLAHOMA:

Section 1. Purpose: The purpose of this ordinance is to permit the construction and use of carports while protecting neighborhood character, maintaining visibility and traffic safety, and ensuring compliance with applicable building and zoning regulations.

Section 2. Definitions: For purposes of this ordinance, the following terms shall have the meanings assigned:

1. **Carport** means a structure, whether freestanding or attached to an existing structure, which is constructed for the purpose of providing a roof-type cover only, for the protection from the sun, rain, snow, sleet, or hail of passenger vehicles.

Section 3. Applicability: Carports are allowed in any zoning district so long as they are constructed to the standards set forth herein.

1. **General Provisions:**

    a. A building permit shall be required prior to construction, and the structure must comply with all applicable building, zoning, and development regulations and codes unless otherwise provided herein.

b. No more than one (1) carport will be permitted for each residential dwelling unit.
c. Carports may not be used for the outside storage of materials, equipment or goods or the parking and/or storage of inoperable vehicles.
d. All carports must be kept in good repair and safe and sanitary condition.
e. Carports must be open on all sides, except that a carport attached to a principal structure may be enclosed on the side adjoining the principal structure.
f. Once constructed, carports may not be enlarged or altered in any way.
g. The area of the carport, combined with all other structures on the lot, may not exceed the maximum lot coverage permitted for the property's zoning district under Sec. 26-166 of the City of Miami Code of Ordinances.

2. **Location and Specifications:**

a. Carports may only be located on the front one-half of the lot.
b. No carport may be located closer than five (5) feet to the front property line.
c. Side setback for interior and exterior (corner lot) lot lines must be placed in accordance with Sec. 26-166 of the City of Miami Code of Ordinances.
d. Carports located on a corner lot may not be extended into the required line of site triangle.
e. Carports must be located over a permanent hard, impervious surface.
f. Carports may not exceed the height of the principal structure.
g. Carports which are not an integral part of the principal building, may not exceed ten (10) feet in height at their highest horizontal point. All heights will be measured from the average ground elevation at the perimeter of the carport.
h. No carport may exceed twenty (20) feet in width or twenty (20) feet in length when measured from eave line to eave line.
i. Carports may not be constructed of cloth, fabric, plastic, tarps, canvas, or similar materials of any kind.
j. Carports must be designed to collect and discharge roof runoff in a manner that directs runoff from adjacent properties and does not create drainage nuisances.
k. Carports must be securely anchored to the ground or to a permanent hard, impervious surface using concrete footings, concrete piers, or other approved anchoring hardware sufficient to resist movement, uplift, and displacement.

Section 4. Enforcement and Penalties: The violation of this chapter shall be punishable by a fine of up to $100 plus costs and fees. Each day that a violation continues shall constitute a separate offense.

Section 5. Severability: If any section, subsection, paragraph, sentence, or phrase of this ordinance is determined to be invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions.

Section 6. Conflicting Provisions: If any provision, paragraph, word, section, or article of this Ordinance conflicts with the provisions of any other Ordinance, then the provisions of this Ordinance shall be deemed to have superseded all conflicting provisions previously entered into effect.

Section 7. Repealing Conflicting Ordinances: That all other existing ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

Section 8. Effective date: Pursuant to 11 O.S. §14-103, this Ordinance shall take effect thirty (30) days from its final passage unless the City Council specifies a later date:

PASSED AND APPROVED this _____ day of _____, 2026.

_____
Bless Parker, Mayor

ATTEST:

_____
Melissa Moore, City Clerk

APPROVED:

_____
Misty Barnes, City Attorney

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on a Memorandum of Understanding With Ottawa County E911 Trust Authority for Dispatch Services**

PRESENTER: Chris Chenoweth

BACKGROUND:
The City of Miami's telecommunications employees handle 911 dispatching for the Ottawa County E911 Trust Authority. Ottawa County pays the City of Miami $5,000 per month for these services. In addition, the county provides $1,211 monthly for longevity stipends and contributes another $40,560 annually toward pay increases for the dispatchers.

STAFFS RECOMMENDATION:
Approve dispatch services MOU with Ottawa County E911 Trust Authority as presented.

ATTACHMENT(S):
CITY E911 MOU 26-27.pdf

Ottawa County E 9-1-1 Trust Authority

Memorandum of Understanding
Between
Ottawa County E 9-1-1 Trust Authority
And the
City of Miami, Oklahoma

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Ottawa County E 9-1-1 Trust Authority (hereinafter referred to as “E 9-1-1” and the City of Miami (hereinafter referred to as "Miami") as to a service agreement whereby Miami will provide dispatching services to the Ottawa County emergency services and E 9-1-1 will pay Miami the sum of five thousand ($5,000) each month for a total of sixty thousand ($60,000) annually.

An additional amount of one thousand two hundred and eleven ($1,211.00) each month (July 2026 – June 2027), for a total of fourteen thousand five hundred and thirty-two ($14,532.00) for the year, will be provided by E 9-1-1 to be exclusively for the Dispatcher Longevity Plan and will be paid as an extra Bonus over and above the amount the City would normally provide. The amount shall be paid according to the dispatcher's position classifications. This is intended to incentivize the maintenance of the quality of service provided by the current dispatchers.

An additional amount of forty thousand five hundred sixty ($40,560.00) annually will be provided by E 9-1-1 exclusively for maintaining the dispatcher raises agreed upon in the 2025-2026 agreement. Raises should be maintained in accordance with the Dispatcher position classification. This money is intended to help increase our dispatchers' salaries, enabling us to hire and retain quality employees while maintaining and improving Ottawa County Dispatch Services.

Background
The City of Miami Police Department Dispatch receives all 9-1-1 calls for Ottawa County and portions of Delaware County, dispatching over thirty emergency services agencies, including law enforcement, fire departments, and EMS responders.

Purpose & Funding
The Regular funds provided to the City of Miami by the E-9-1-1 Trust Authority may be used by Miami in any manner it deems appropriate, including assisting in the maintenance and operation of emergency 9-1-1 services and purchasing or maintaining any necessary equipment.

*The Longevity Bonus funds may only be used for the Dispatcher Incentive Bonus Plan.

*The Dispatcher Raise funds may only be used to maintain the dispatcher raises agreed upon in the 2025-2026 agreement.

Duration
This MOU is at-will and may be modified or terminated by either party or by mutual consent of authorized officials from E 9-1-1 and Miami. This Memorandum of Understanding (MOU) shall become effective upon signature by the authorized officials identified below and will remain in effect until terminated or modified by a subsequent agreement. In the absence of termination, this MOU shall remain in effect for a period of twelve (12) months and shall be re-evaluated in July 2027.

Contact Information
Ottawa County E 9-1 -1 Trust Authority
Leon Crow, Chairman
918-961-4755
leoncrow@yahoo.com

City of Miami
Valerie Barger
918-542-5585
vbarger@miamiokla.net

Dated this _____ day of _____, 2026.

Ottawa County E 9-1-1 Trust Authority

_____
Leon Crow, Chairman

City of Miami

_____
Bless Parker, Mayor

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on a Contract With Ottawa County Sheriff's Office for 911 Dispatching Services**

PRESENTER: Chris Chenoweth

BACKGROUND:
The City of Miami has a long-standing agreement with the Ottawa County Sheriff's Office to provide 911 dispatching services. Under this agreement, the Ottawa County Sheriff's Office pays the City $7,375.00 per month, totaling $88,500.00 annually, for the provision of these services.

STAFFS RECOMMENDATION:
Approve contract as presented.

ATTACHMENT(S):
City of Miami and OCSO contract 26-27.pdf

CONTRACT NO.: _____

CONTRACT
(2026 - 2027 FISCAL YEAR)

This Contract is made by and between the Ottawa County Sheriff's Office (OCSO) and the City of Miami, Oklahoma (CITY).

RECITALS:

OCSO desires to contract with the CITY for the furnishing by the CITY of telecommunications officers and dispatch services for OCSO deputies and personnel. OCSO has requested this proposal from the CITY for the furnishing of the services described herein, to which the parties hereby agree.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, OCSO and the CITY agree as follows:

1. **SERVICES TO BE PROVIDED BY CITY**: The CITY agrees to provide up to two (2) telecommunication officers to perform general dispatch services within the days and hours designated in this contract. The assigned CITY telecommunicators shall provide dispatching services for OCSO law enforcement; to include emergency and non-emergency call-taking, assigning/dispatching appropriate law enforcement units, provide/relay information to units from the National Crime Information Center (NCIC) and the Oklahoma Law Enforcement Telecommunications System (OLETS) and other duties outlined in the City Telecommunicator I job description.

   A. For purposes of this contract, the services provided will be on a 24-hour a day basis. The (2) telecommunications officers provided will augment existing city staff to fulfill the manning requirements to provide services to OCSO deputies as well as all associated departments currently serviced by OCSO dispatch. No overtime hours shall result from modified duties of OCSO dispatch unless specifically approved by the fire chief.

   B. CITY, on a case-by-case basis, shall have the absolute and final discretion to reassign and/or dispatch any assigned law enforcement officer to other duties in the interests of public safety. In such event, and subject to superseding exigent circumstances, the CITY shall provide reasonable advance notification to OCSO.

2. **TERM**: The term of this contract will commence with the execution thereof and shall end as of 11:59 p.m. on June 30, 2027, at the end of the regularly scheduled fiscal year. The contract may be renewed annually upon mutual agreement of the parties which should be negotiated by the last business day of May of each succeeding year.

3. **CONSIDERATION**: As consideration to the CITY for the services herein provided, OCSO agrees to pay the CITY a total annual payment NOT to exceed eighty-eight-thousand five-hundred dollars ($88,500.00) and the CITY's service obligation shall not exceed two (2) officers each providing dispatch services for OCSO. Such sum shall be paid in monthly installments by OCSO in the amount of seven-thousand three-hundred and seventy-five dollars ($7,375.00) only for each month that the CITY actually has the dispatchers employed.

4. **COOPERATION**: The CITY and OCSO personnel shall work together in good faith on a cooperative basis to accomplish the stated objectives of this contract, and in the event of disagreement or uncertainty, the parties shall promptly refer the pertinent matters to the fire chief and the Ottawa County Sheriff for resolution. If no resolution can be reached, the parties agree to attend mediation prior to litigation.

5. **INDEPENDENT CONTRACTOR STATUS**: The CITY is engaged to provide the services as an independent contractor. Assigned telecommunication officers are NOT the employees of OCSO. CITY will be responsible for the compensation of the assigned officers, including appropriate deductions for taxes, FICA, and any other amounts required by law.

6. **MISCELLANEOUS**: This instrument represents the entire understanding between the parties concerning the subject matter. This contract may be amended only by an instrument in writing mutually signed by the parties. The parties will have no right to assign or subcontract these Services.

7. **EARLY TERMINATION**: This contract may be terminated by either party by giving thirty (30) days written notice to the other party.

8. **APPLICABLE LAW AND VENUE**: The applicable law pertaining to this contract shall be that of the State of Oklahoma, and the District Court in and for Ottawa County, Oklahoma, shall be the proper and exclusive venue for any legal action arising therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date of final signature below.

City of Miami, Oklahoma

By _____
Bless Parker, Mayor
City of Miami, Oklahoma

(seal)
Attest:
The City Council approved this agreement at a public meeting held on
Date: _____

_____
City Clerk, City of Miami, Oklahoma

(seal)

OTTAWA COUNTY 1907

Reviewed/Approved by
Board of County
Dated 8 Day of June ,2026
Chairman
Member
Member
Attest: Robyn Mitchell
County Clerk

Attest:
The Board of County approved this agreement at a public meeting held on
Date 6-8-2026

Robyn Mitchell
County Clerk, Ottawa County, Oklahoma

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Agreement With Mission Telecom for Hotspot Services for Miami Public Library, Authorize City Manager to Sign**

PRESENTER: Caitlyn Baker

BACKGROUND:
We have been utilizing Mobile Beacon for our Hotspot service at $10/month per hotspot. Mission Telecom is another company that provides equal service at a lower rate per month. This will hopefully allow us to keep more hotspots active for our patrons. Hotspots are among our most circulated items and always have a waitlist because people need internet access at home. Hotspots may be checked out one per household for 7 days at a time. Hotspot service is budgeted in our annual budget request.

STAFFS RECOMMENDATION:
Move to approve the agreement and authorize the City Manager to sign.

ATTACHMENT(S):
Miami Library.pdf
Miami Library 2.pdf

MISSION TELECOM TERMS AND CONDITIONS
(INCLUDING ACCEPTABLE USE POLICY)

These Terms and Conditions ("Terms") apply to the provision of Services by Instructional Telecommunications Foundation, Inc. d/b/a Mission Telecom ("Mission Telecom"), and to the use of Services and Devices by Customers and Users of the Services ("You"). If you are a Customer of Mission Telecom, you are also bound by the Mission Telecom Customer Agreement. If any provision of these Terms conflicts with any term in the Customer Agreement, the terms of the Customer Agreement will apply.

1. Definitions

a. "Customer" refers to the Mission Telecom customer operating under a Customer Agreement with Mission Telecom.

b. "Customer Agreement" means a contract between Mission Telecom and a Customer for the provision of various Devices and Services.

c. "Device" means any phone handset, tablet, SIM card, or other equipment provided or sold to a Customer or User by Mission Telecom or that a Customer or User activates or use with our Services or any device used to access the Services.

d. "Mission Telecom" means Instructional Telecommunications Foundation, Inc. d/b/a Mission Telecom.

e. "Services" means voice telephony ("talk"), text messaging ("text"), broadband Internet access services ("data"), and any other services provided by Mission Telecom.

f. "Underlying Carrier" means the underlying provider of the Services, as may change from time to time.

g. "User(s)" means the entity or individual entering into a User Agreement with a Customer of Mission Telecom or otherwise using or accessing Services or Devices provided by Mission Telecom.

h. "User Agreement" refers to a User's legal agreement with a Customer relating to the use of Services or Devices.

2. **Use of Services**. Customers and Users are only permitted to use Mission Telecom's Devices and Services for lawful, personal, and non-commercial uses in accordance with all applicable laws and regulations.

3. **Prohibited Uses**. Prohibited Uses include those that are unlawful, harmful, or otherwise impact our ability or the ability of our Underlying Carrier to provide the Services or Devices. Customers and Users are responsible for all activity through Devices and Services, including any conduct by others, and are liable to Mission Telecom for any prohibited uses or damages resulting from prohibited activities or uses that occur using a Device or Services. Prohibited uses include, but are not limited to:

a) Infringement: Infringing or otherwise violating any intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right, which may result from the unauthorized copying,

distribution, posting, editing, or modifying of pictures, logos, software, articles, musical works, and videos.

b) Unlawful, Offensive, and Harmful Conduct or Content: Engaging in conduct or dissemination of content that is unlawful, libelous, slanderous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, inciting unlawful or violent acts, or otherwise objectionable. Without limiting the foregoing, Customers and Users may not access or use our Devices or Services in any manner for the transmission or dissemination of images containing child pornography. We reserve the right to remove or delete any content disseminated using our Services that, we, in our sole discretion, have determined violates this Agreement or is otherwise objectionable.

c) Fraudulent Conduct: Engaging in any fraudulent activity, including, but not limited to: (1) conducting fraudulent business operations and practices; (2) offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes); and (3) individual or business representation as an authorized third-party affiliation or agent for a business entity without the business' prior consent.

d) Falsification/Impersonation: Using the Devices or Services to impersonate any person or entity; falsely state, mask, or otherwise misrepresent yourself or your affiliation with any person or entity; or create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names, false date or time stamps, false originating e-mail addresses or other identifiers, or other means of deceptive addressing.

e) Commercial, Unsolicited, and Spam Communications: Using the Devices or Services to distribute, publish, send, or engage in: (i) commercial, marketing, advertising, or promotional communications or solicitations to any person without the person's consent; (ii) spam, chain mail, bulk messages, automatically generated messages, numerous copies of the same or substantially similar messages, empty messages, or messages that contain no substantive content; and (iii) telemarketing, autodialed, or prerecorded communications. This includes using our mail servers or another site's mail server to relay messages without the express permission of the account holder or the site.

f) Violation of Third-Party Policies: Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, website, or application you access.

g) Excessive Utilization of the Services: Engaging in excessive use of the Services relative to typical usage by other customers on similar service plans, including making or receiving an abnormally high number of calls, sending or receiving an unusually high number of messages, repeatedly placing calls of unusually long duration, or consuming a disproportionate amount of available network resources. Such activities suggest the Services are being used other than for personal, non-commercial use in violation of this Agreement and may impair or degrade use of the Services by other customers.

h) Uses Causing Excessive Utilization of Services: Continuous, unattended, or excessive streaming, downloading, or uploading of videos, music, or other files; using applications that automatically consume unreasonable amounts of network resources, are designed for unattended use, operate as automatic data feeds, constitute automated machine-to-machine connections, or are used in a way that degrades network capacity or functionality; using the Services in connection with server devices or to operate a hosting service; using the Services as the functional equivalent of a private or dedicated access line or an access point for intra-company private branch exchange services; maintaining open lines of communication for extended periods of time (e.g., baby monitoring or other

monitoring services); and placing or receiving an abnormally high number of calls or repeatedly placing or receiving calls which result in abnormally long call lengths or high costs, including operating a dispatch service, excessive use of multiparty calling features or separate calls that are not bridged together, and excessive use of single party or multi-party chat line services.

i) Traffic Pumping/Access Stimulation: Using the network for any and all activities that are designed to generate traffic to increase the intercarrier compensation billed to Mission Telecom, including to dial telephone numbers associated with free conference calls, free chat lines, or similar services that are used for traffic pumping/access stimulation.

j) Unauthorized Information Collection: Using our Services or Devices for unauthorized information collection, including, but not limited to: phishing, spidering, harvesting, or any other unauthorized collection of e-mail addresses, screen names, or other identifiers of others, using software (including "spyware") designed to facilitate such activity; or conducting commercial research or commercial data collection, including collecting responses from unsolicited messages.

k) Malicious Software: Distributing, publishing, or posting content that is malicious software (i.e., malware) into the network or through the Services, including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data, or personal information.

l) Hacking: Without the express prior authorization of the owner of any data, systems, or networks, accessing or using such data, systems, or networks, including attempting to gain unauthorized access to, alter, or destroy any information that relates to any Mission Telecom User or other end-user and attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures.

m) Interception: Monitoring data or traffic on any system or network without the express prior authorization of the owner of the system or network.

n) Intentional Interference: Interfering with service to any user, host, or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.

o) Device Modifications: Unlocking, re-flashing, rooting, tampering with, altering, or otherwise modifying your Device or its software without authorization.

p) SIM Card Modifications: If a Device provided by Mission Telecom has a SIM card, without authorization, removing the SIM card, placing the SIM card in another Device, or altering, bypassing, copying, deactivating, reverse-engineering, or otherwise circumventing or reproducing the stored encoded information stored or the encryption mechanisms of the SIM card.

q) Signal Enhancements: Installing, deploying, or using any regeneration equipment or similar mechanism (e.g., a repeater or signal booster) to originate, amplify, enhance, retransmit, or regenerate a transmitted radiofrequency signal, unless authorized by Mission Telecom.

r) Tethering: Tethering your Device to another device, computer, modem, or other equipment for the purpose of using the Service, except as required by federal or state law or regulation, or as expressly described to you in writing.

s) Miscellaneous: Reselling or leasing the Services; using the Service for commercial activities outside the scope of your authorized use; using the Services for pager or voicemail retrieval service; engaging in any other conduct that could or does harm or adversely affect other customers or subscribers, employees, business, reputation, network, property, Services, operations, or any other

person; or assisting, facilitating, or allowing anyone else to do or attempt to do any of the above activities.

These Terms and Conditions, including the prohibited uses, apply to all Mission Telecom Service Plans, including plans with unlimited talk, text, and data allotments. UNLIMITED DOES NOT MEAN UNREASONABLE USE. If any Customer or User uses unlimited Allotments for anything other than personal, non-commercial use or engaging in any other unauthorized, excessive, or abusive use, including uses prohibited by these Terms and Conditions, we may, at our sole discretion, terminate, suspend, modify, or limit your Services.

Customers and Users are responsible for all fraudulent use of Devices and the Services. In the event you discover or reasonably believe your Device or the Services are being used for fraudulent activities, you must immediately notify Mission Telecom at legal@missiontelecom.org. In the event Mission Telecom discovers or reasonably believes your Device or the Services are being used for fraudulent activities, Mission Telecom may take action to prevent such fraudulent activities from taking place, including the termination, suspension, modification, or limitation of your Services. Always use your Device in a safe manner that does not create a risk to your safety or the safety of others around you. While driving, use a hands-free mechanism for your wireless device and do not use your wireless Device to send text messages.

4. Service Limitations & Restrictions.

a. **Availability**. The Services are not available in all locations, and you will only be able to access the Services when within the operating range of the Underlying Carrier's network, which may change from time in the sole discretion of the Underlying Carrier. The Services may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Mission Telecom's control. The Services and Devices may not function in the event of a power failure or disruption, and you may be required to reset or reconfigure your modem or other hardware in order to use the Services thereafter. Mission Telecom shall have no liability with regard to any failure or lack of performance of the Services.

b. **Service Quality and Maintenance**. The speed and bandwidth available to each computer or device accessing the Services may vary for a variety of reasons. Mission Telecom reserves the right to engage in reasonable network management. In addition, the Carrier will perform maintenance on the Services, which may include planned or unplanned interruptions of the Services. Customer and User acknowledge and agree that Mission Telecom shall not be responsible for any losses or damages suffered by you as a result of any Service interruptions. User acknowledges that the Services may not be available in all areas, and even within coverage areas service availability, quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Services. Please see our Network Management Disclosure for more information.

c. **Wireless Roaming**. "Roaming" occurs when a subscriber of one wireless service provider uses the network of another wireless provider based on agreements between the two providers. Roaming agreements may change from time to time, and roaming coverage is subject to change. Roaming most often occurs when you make and receive calls outside of the coverage area of our Underlying Carrier, but it may also occur within our Underlying Carrier's coverage areas. Your ability to receive roaming coverage may depend on the capabilities of your Device. Your Device will generally indicate when you are roaming. While roaming, you will typically be able to use all the Services under your Service Plan with no additional charge, however, data Services and certain calling features (e.g.,

voicemail, caller ID, and call waiting) may not be available or function the same way in all roaming areas, and limits on the number of minutes used while roaming may apply. Only domestic roaming is available; there is no international roaming.

d. **Service Security and Optimization**. Mission Telecom or our Underlying Carrier may, but are not obligated to, take any action they deem necessary to: (1) address security threats and otherwise protect the networks, Services, systems, and equipment from harm or degradation; (2) optimize, improve, or manage the networks, Services, systems, and equipment; (3) preserve and protect their rights and interests and those of their subscribers and third parties; and (4) otherwise ensure the activities of some users do not impair the ability of Mission Telecom or our Underlying Carrier to provide their subscribers with access to reliable Services provided at reasonable costs. Such actions may include, but are not limited to:

- discontinuing, blocking, or terminating certain categories of Services;
- restricting, reducing, or limiting the amount of usage of the Services;
- limiting data throughput speeds or quantities;
- reducing the size of data transfers;
- limiting, disabling, or preventing access to particular features;
- blocking, limiting, or disconnecting access to individual phone numbers or certain categories of phone numbers (e.g., 976, 900), countries, destinations, or providers;
- limiting the provision of Services at certain times or in certain areas, including due to changes in coverage of our Underlying Carrier or changes in roaming agreements;
- filtering or blocking certain calls, texts, and data transmissions sent through the network, including spam, unlawful and unwanted telemarketing calls and messages, and malware (we do not guarantee that you will not receive and we are not liable for such calls, text, or transmissions; if you are receiving unwanted telemarketing messages, contact the source and unsubscribe or remove your mobile phone number from the service);
- blocking calls to you at your request or to other called parties at their request;
- blocking or otherwise preventing access to third party services or other premium services, features, or content that would generate additional fees or charges billed to Mission Telecom, either directly or through your account as a result of your use of or access to the service, feature, or content;
- blocking hacking and other attempts for unauthorized access; and
- blocking or terminating usage that is indicative of uses prohibited by the Acceptable Use Policy (Section 3), including uses that result in abnormally long calls, high costs, or high usage.

Some of these actions may interrupt or prevent legitimate communications and usage, including by resulting in dropped or blocked calls, inability to make or receive calls, inability to send or receive text messages, or inability to access the Internet and other data services.

e. Wireless Device Location Information

Your wireless Device may be location enabled, which means the location of your Device can be determined by using Global Positioning Satellite ("GPS"), wireless network location information, or other location technology when your device is turned on. Your location information may be used by us, our Underlying Carrier, or third-party services, as described in our Privacy Policy, available at https://missiontelecom.org/legal/privacy-policy. Additionally, your location information may be used by

911 and other emergency services, as described below. Your location information may be used to assist emergency services in finding you; however, always state the nature of your emergency and provide both your location and phone number when you make a 911 call, as, depending on a number of factors, the operator may not automatically receive this information from your Device or the information the operator receives may be inaccurate. Mission Telecom is not responsible for failures to connect or complete 911 calls or if inaccurate location information is provided to emergency services. We cannot assure you that if you place a 911 call you will be found. 911 service may not be available or reliable and your ability to receive emergency services may be impeded. Your location information may also be accessed and used by third-party Content and Applications ("Location-Based Services"). Please review the terms and conditions and privacy policies for each Location-Based Service to learn how your location information will be used and protected. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Our location information may be unavailable if your Device is unable to acquire satellite signals and network coverage, which may prevent you, us, and other services from accessing your location. Satellite signals and network coverage may be unavailable due to a variety of factors beyond our control. We do not warrant or guarantee that location-based services will be available at any specific time or geographic location. You may be able to configure the settings on your Device or in third-party services to restrict or disable the sharing of your location information. It is your responsibility to notify individuals who may use your Device that it may be location enabled.

f. 911 and Other Emergency Services

Your Device's location information may be used to assist emergency services in finding you, but you should always be prepared to provide both your location information and phone number when contacting 911 or other emergency services. Wireless devices may not always be able to provide 911 dispatchers with your exact location or other information when you make an emergency call. Even when location information is transmitted from your wireless Device to a dispatcher, the information may not be accurate. If you attempt to make an emergency call from your wireless Device in an area where there is no wireless coverage, your call may not go through, in which case, you should try calling again from the nearest landline phone. **Mission Telecom does not guarantee that your location information will be transmitted to emergency dispatchers or that any location information that is transmitted will be accurate. Nor does Mission Telecom guarantee that you will be able to contact emergency services in areas where there is limited or no wireless coverage.**

g. WiFi Features.

Mission Telecom, at its sole discretion, may make available Wi-Fi voice and text messaging services, i.e., the ability to originate and terminate calls and text messages over a Wi-Fi connection ("Wi-Fi Calling"). If offered by Mission Telecom, Wi-Fi Calling will only be available for Mission Telecom customers that (i) have a Wi-Fi capable Device with Mission Telecom supported Wi-Fi calling capability, (ii) have Wi-Fi Calling service provisioned on their account by calling Customer Service or updating preferences in account management, and updating the applicable Wi-Fi calling settings on your Device, (iii) have a compatible SIM card or eSIM, and (iv) are connected to functioning third-party internet service. Not all services available on Mission Telecom's Underlying Carrier's network are available while using Wi-Fi Calling. For example, emergency alerts may not be available with Wi-

Fi Calling. You understand and acknowledge that calling 9-1-1 via Wi-Fi Calling uses the internet and operates differently than calling 9-1-1 via traditional telephone services (wireless or wired), including the traditional wireless telephone services offered by Mission Telecom. (Solely by way of example, 9-1-1 may not work during internet outages or disruptions, when attempting to call 9-1-1 via Wi-Fi Calling from any location. In addition, emergency personnel may not be able to identify your phone number to call you back, and 9-1-1 calls may otherwise be delayed or dropped due to network architecture, when dialing 9-1-1 via Wi-Fi Calling, from any location. In addition, if Mission Telecom makes Wi-Fi Calling available to you, you must provide us with any update, the physical location at which you will use Wi-Fi Calling (the "Registered Location"). If your Registered Location changes, either temporarily or permanently (e.g., when using Wi-Fi Calling at any other physical location), you must promptly update your Registered Location with Mission Telecom. You may provide us with your Registered Location at any time within the applicable device settings of a compatible Device. If you do not provide us with an accurate Registered Location and update it promptly for any and all changes in your location as described above, we or our Underlying Carrier may block your usage of certain Wi-Fi Networks. You also understand and acknowledge that if you attempt to dial 9-1-1 via Wi-Fi Calling from any location other than your Registered Location, emergency personnel may not be able to identify your location, your 9-1-1 call may not complete, and/or your 9-1-1 call may be routed to emergency personnel in a different location. You understand and acknowledge that it may take up to 2 hours for changes in address to be updated, and you should notify Mission Telecom in advance of any temporary or permanent changes to your Registered Location as described above. NEITHER MISSION TELECOM NOR ITS UNDERLYING CARRIER IS RESPONSIBLE OR LIABLE FOR ANYTHING RELATED TO YOUR USE OF OR INABILITY TO USE ANY WI-FI CALLING MADE AVAILABLE TO YOU, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF EMERGENCY CALLS (WHETHER 9-1-1 CALLS OR OTHERWISE). Wi-Fi calling minutes will be treated as Talk minutes (and be included in any applicable Talk allotment) in the following instances: (1) when you use Wi-Fi Calling to make International Long Distance calls, and (2) when you have a Service plan with limits on Talk and you use Wi-Fi Calling to make local (non-long distance) calls. Most devices will not transition between Wi-Fi and the wireless network. Devices using wireless connections may be vulnerable to unauthorized attempts to access data and software stored on the Device.

5. TERMINATION, SUSPENSION, MODIFICATION, AND LIMITATIONS OF YOUR SERVICES

Mission Telecom may, at any time, with or without prior notice, and at our sole discretion, terminate, suspend, modify, or limit your Services if:

- we know or suspect you or someone using your Device or Services violated or attempted to violate this Agreement, including the Acceptable Use Policy in Section3, or any other Mission Telecom policies or terms and conditions, including the terms and conditions of your Service Plan;
- we know or suspect you used or attempted to use false or fraudulent means to obtain our Services;
- we know or suspect you violated or attempted to violate any applicable laws or regulations;
- we know or suspect that you have committed a criminal or harmful act against Mission Telecom or any of our employees or agents;
- we know or suspect you are using our Services for fraudulent purposes;
- we know or suspect you have engaged in improper, illegal, or unauthorized use of your Mission Telecom Device;

- your payment is returned unpaid, you fail to make all required payments when due, any payment is past due, or we reasonably believe there has been fraudulent payment activity in connection with your Services;
- you provide inaccurate or misleading credit information, your credit has deteriorated, you become insolvent or bankrupt, or we otherwise believe that there is a risk of nonpayment;
- your actions expose Mission Telecom to sanctions, prosecution, civil action, or other liability;
- Your actions cause harm or interfere with the integrity, security, or normal operations of our network or that of our Underlying Carrier;
- your actions interfere with another subscriber's ability to use the Services;
- your actions otherwise present an imminent risk of harm to Mission Telecom or its Customers or Users.
- we discover you are under 18 years old and therefore incapable of contracting for goods and services;
- you threaten, harass, abuse, offend, or use vulgar, derogatory, or inappropriate language toward our employees, agents, or any person whom you contact using our Services or your Device;
- we are ordered to do so by any federal or state government entity with authority to do so;
- a condition immediately dangerous or hazardous to life, physical safety, or property exists;
- we cease to provide Services in your area; or
- for any other operational or governmental reason.

We may terminate or suspend talk, text, and data Services individually or collectively. Upon termination, any unused Allotments will expire, and you will not receive a refund. Additionally, upon termination, Mission Telecom may reassign the phone number you were using to another subscriber without notice. We may modify your Services by changing your Service Plan or features. We are not liable for any harms that may result from termination, suspension, modification, and limitations of your Services and you will not receive a refund or credit from Mission Telecom for any unused or unusable talk, text, and data allotments as a result of such termination, suspension, modifications, and limitations.

6. WARRANTIES, LIABILITIES, AND INDEMNIFICATION.

a. Warranty Disclaimer

Mission Telecom makes no representations or warranties, express or implied, including without limitation, any implied warranty of merchantability, suitability, non-infringement, or fitness for a particular purpose, or performance to you or any other person or entity in connection with, arising out of, or relating to the Services or Devices, to the fullest extent per-mitted by law. We do not authorize anyone to make warranties on our behalf. We do not guarantee uninterrupted or error-free Services, wireless coverage, or particular service speeds or quality of service. We also do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur. You should implement appropriate safeguards to secure your Device and any other equipment you may use with the Services. We do not manufacture any Devices or equipment that are used with our Services and are not responsible for any defects, acts,

or omissions of the manufacturers, including any warranty, patent, or licensing obligations. Notwithstanding the foregoing, the manufacturer of your Device may provide you with a warranty.

b. Limitation of Liabilities

To the fullest extent permitted by law, you agree that Mission Telecom and all parents, subsidiaries, affiliates and their past, present, and future officers, directors, employees, agents, representatives, partners, licensors, successors, and assigns shall not be liable, whether or not due to our or their negligence, for any:

- act, omission, or error by you or a third party, including third-party service providers or vendors;
- charges for any products or services provided by third parties and accessed through or for use with our Services;
- claims against you by third parties;
- mistake, omission, interruption, outage, error, failure, delay, defect, or limitation in the provision of Services;
- deficiencies or problems with a Device or network coverage (e.g., dropped, blocked, interrupted Services, etc.);
- damage, injury, or loss caused by or arising out of your use of the Services, including traffic or other accidents and health-related risks or issues, or our suspension or termination of the Services;
- damage, injury, or loss caused by any interruption, failure, or delay in accessing or attempting to access emergency services from a Device or using the Services, including 911 services;
- interrupted, failed, or inaccurate location services;
- quality, appropriateness, accuracy, or suitability of any content, information, or applications you may access while using the Service;
- information or communications that are blocked by a spam filter or that we otherwise restrict or block consistent with this Agreement;
- damage, harm, or loss that may result from your communications being intercepted;
- unauthorized access to your account caused by your actions or that circumvent our reasonable security measures;
- unauthorized access to your Device;
- changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification;
- damage to or loss of any information or data stored on your Device or any other equipment you use with the Services (including when we service your Device);
- loss or disclosure of sensitive information you transmit when using the Services (including any damage, loss, harm, or disclosure that results from malware);
- default, delay, damage, or harm due to factors beyond our control (i.e., force majeure events; or
- unauthorized or disputed charges for Mission Telecom services that appeared more than 15 days earlier on your online account statement and which you did not properly dispute within 15 days after the charge was posted to your account (no fiduciary or other special relationship exists between you and Mission Telecom by virtue of this Agreement or your use of Mission Telecom Devices and Services.

To the fullest extent permitted law, Mission Telecom shall not be liable for any indirect, special, punitive, incidental, exemplary, or consequential losses or damages you or any third party may suffer by use of or inability to use your Device or the Services, including loss of business or goodwill, loss of revenue or profits, property damage, costs for replacing products and services, or claims of personal injuries. To the fullest extent permitted by law, our liability for monetary damages for any claims you may have against us shall not exceed the total amount of charges paid for the applicable products or services. **The above limitations of liability will apply regardless of the theory of liability, including fraud, misrepresentation, breach of contract, personal injury, negligence, or product liability.**

IF A USER, YOU ACKNOWLEDGE THAT YOU HAVE NO CONTRACT WITH MISSION TELECOM AND AGREE THAT YOU WILL NOT HOLD MISSION TELECOM LIABLE OR RESPONSIBLE IN ANY MANNER FOR ANY ASPECT OF THE SERVICES OR DEVICES, ANY FAILURE OF THE SERVICES OR DEVICES OR ANY RESULTS OF USING THE SERVICES OR DEVICES, OR SEEK DAMAGES OR RELIEF AGAINST MISSION TELECOM UNDER ANY THEORY OF RECOVERY.

c. Indemnification

To the fullest extent permitted by law, you agree to defend, release, indemnify, and hold harmless Mission Telecom and parents, subsidiaries, affiliates and their past, present, and future officers, directors, employees, agents, representatives, partners, licensors, successors, and assigns from and against any and all losses, claims, liabilities, injuries, costs, penalties, damages, settlements, and expenses (including taxes, fees, fines, penalties, interest, expenses, and attorneys' fees) arising out of or relating to, directly or indirectly, your or any other person's use of a Device or the Services, whether based in contract or tort (including strict liability) and regardless of the form of action; your acts or omissions, including your breach or violation of this Agreement, other Mission Telecom policies, or any applicable statutes, ordinances, laws or regulations of any federal, state, or local authority; and claims arising in whole or in part from the alleged negligence of Mission Telecom. If we reasonably determine that a claim might adversely affect Mission Telecom, you will use counsel reasonably satisfactory to us to defend each claim, you will not consent to the entry of a judgment or settle a claim without our prior written consent, and we may take control of the defense at our expense (and without limiting your indemnification obligations). This obligation shall survive termination of your Services with Mission Telecom.

7. Content and Security. Any material downloaded or otherwise obtained through use of the Services is accessed at your own discretion and risk. Mission Telecom does not control and is not responsible for any third-party websites, content, services or products that you may access or encounter during use of the Services, and Mission Telecom and its Underlying Carrier each reserve the right to engage in reasonable network management to protect the overall integrity of the Underlying Carrier's network. Mission Telecom also has the right to take actions it deems reasonably necessary to protect any individual or entity, comply with applicable laws, regulations, or government requests, or to enforce these Terms and Conditions. You acknowledge that the Internet and wireless communications are not inherently secure means of data communication, and that Mission Telecom shall have no liability for breaches of security beyond their reasonable control, including, without limitation, your negligence with respect to controlling access to the Services or your data. It is your sole responsibility to obtain and implement appropriate security devices, software, and other measures (including without limitation,

firewalls) to protect your systems and data from theft, viruses, worms, Trojan horses, or other security threats, and Mission Telecom has no responsibility or liability with regard thereto.

8. **Support Services**. Customer is responsible for handling all billing, payment, collection, disputes and administrative matters related to Users. Except for technical support that Mission Telecom may elect to provide, technical support requests will be routed to and are the responsibility of the Underlying Carrier (collectively the "Support Services.").

9. **Late Payment Fee.** Mission Telecom reserves the right to charge a late payment fee on amounts unpaid after the due date as set forth in the Invoice. The current late payment fee that may be assessed is 3 percent as of June 1, 2026.

10. **Changes to Terms**. Mission Telecom reserves the right to make modifications to these Terms and Conditions as may reasonably be needed to comply with applicable laws or to account for changes in Mission Telecom's business, or other factors. Mission Telecom will notify Customers in advance of any material changes to these Terms and Conditions.

MISSION TELECOM – CUSTOMER AGREEMENT

THIS CUSTOMER AGREEMENT (the "Agreement") is effective as of the last date signed below ("Effective Date") by and between Instructional Telecommunications Foundation, Inc. d/b/a Mission Telecom ("Mission Telecom"), and
(the "Customer") and is effective as of the date accepted or when payment is first made, whichever is earlier (the "Effective Date"). Mission Telecom and Customer are collectively referred to in this Agreement as the "Parties," and individually as a "Party." This Agreement consists of the following terms and conditions and any exhibits, addenda, and Orders, as well as other documents incorporated by reference as expressly specified herein, including but not limited to the Mission Telecom Terms and Conditions. You may be accessing the Services (defined below) on behalf of an organization that has been approved by Mission Telecom, in which case, "Customer" shall mean that organization. YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT ON BEHALF OF A CUSTOMER, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT CUSTOMER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

1 ***Definitions***.

1.1 ***"Applicable Law"*** means all U.S. laws, rules, and regulations that are applicable to a Party's obligations under this Agreement.

1.2 ***"Applicable Privacy Law"*** means all Applicable Law(s) governing privacy or the protection of Personal Data.

1.3 ***"CPNI"*** means Customer Proprietary Network Information as defined in Section 222(h)(1) of the Communications Act of 1934, as amended, 47 U.S.C. Section 222(h)(1).

1.4 "***Device***" means any phone handset, tablet, SIM card, or other equipment provided or sold to a Customer or User by Mission Telecom or that a Customer or User activates or use with our Services or any device used to access the Services.

1.5 ***"Order***" means a written (including electronic) order, submitted and confirmed by Customer's authorized representative and accepted by Mission Telecom, that identifies the Services and Devices purchased by Customer, and associated commercial terms, including price and quantity, mutually agreed between the parties (electronically).

1.1 ***"Personal Data"*** means data provided by or on behalf of Customer to Mission Telecom, or obtained by Mission Telecom through Customer's use of the Services, that is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable individual, household, device, or T-Mobile account, and/or that is 'personal information,' 'personal data,' or analogous variations of such terms under Applicable Privacy Laws, including without limitation CPNI.

1.2 "***Services"*** means voice telephony ("talk"), text messaging ("text"), broadband Internet access services ("data"), and any other services provided by Mission Telecom to Customer.

1.3 "***User(s)"*** mean those individuals who use or receive Services or Devices under Customer's account with Mission Telecom.

2 ***Services.*** Subject to Customer's compliance with the terms of this Agreement, including the payment of all fees due, Mission Telecom grants to Customer a limited, non-exclusive, non-transferable license to access and use those certain products, Devices (defined below), software, network, and other services (collectively, the "Services") solely for Customer's business use , and the use of Customer's users ("Users") as further set forth in this Agreement.

3 ***Term.*** Customer may be granted access to and use of the Services under certain payment terms and for a certain term period (the "Term Period") as set forth in the Invoice. During the Term Period, Mission Telcom grants Customer a license to the Services, pursuant to the same license as set forth in Section 1. After the Term Period, this Agreement and the Services shall terminate, unless extended or altered by either of the parties.

4 ***Eligibility.*** To be eligible for the Services, Customer must be a non-profit or educational organization located in the United States. Customer agrees to provide proof of eligibility, such as an IRS Form W-9, or other documentation reasonably requested by Mission Telecom.

5 ***Underlying Carriers.*** Customer understands and agrees that Mission Telcom may rely on third-party mobile network carriers (each an "Underlying Carrier" or "Carrier") to provide the Services. Mission Telecom shall be free to modify or change Underlying Carriers,

at any time, for any reason or no reason whatsoever. MISSION TELECOM MAKES NO REPRESENTATIONS REGARDING ANY SUCH CARRIER'S NETWORKS, INCLUDING THE ACCURACY, AVAILABILITY, USABILITY, SECURITY, AND RELIABILITY THEREOF.

6 ***Privacy***.

6.1 **Protection of Personal Data**. Mission Telecom receives limited Personal Data to manage the Customer's account, such as contact information about Customer's authorized representatives. While providing the Services, Mission Telecom and its Underlying Carrier generate CPNI and CPNI, and other important non-CPNI information related to the use of the Services. Customer acknowledges and agrees that with respect to Personal Data, Mission Telecom is acting as a "Business" or "Controller" (as defined by Applicable Privacy Laws) or in an equivalent capacity. Mission Telecom will only collect, use, disclose, or otherwise process Personal Data, and Mission Telecom will protect the security, integrity, and confidentiality of Personal Data, in accordance with its privacy policy at https://missiontelecom.org/legal/privacy-policy, as amended from time to time and Applicable Privacy Laws.

6.2 **Customer Disclosures and Consents**. In accordance with Applicable Privacy Laws, Customer represents and warrants that, for Personal Data about Users or authorized representatives shared with or received from Mission Telecom , Customer: (a) has obtained consent and/or authorization from each such User and authorized representative to share or receive Personal Data, (b) will promptly notify Mission Telecom of any User's or authorized representative's withdrawal of such consent or authorization, and (c) has previously provided all notices and disclosures to each such User and authorized representative.

6.3 **Mission Telecom's Disclosures of Personal Data to Users and Authorized Representatives.** In jurisdictions where a User or authorized representative has a right to request that Mission Telecom provide the Personal Data that Mission Telecom maintains about them, Customer agrees to assist Mission Telecom to verify the identity of the User or authorized representative, in accordance with Applicable Privacy Laws, and to take any other action reasonably necessary to comply with such Applicable Privacy Laws.

7 ***Intellectual Property.***

7.1 All right, title and interest in the Services will remain with Mission Telecom.

7.2 Customer hereby grants Mission Telecom a limited license to use Customer's name, brands, logos and similar information in connection with promoting Mission Telecom's services and solely to identify Customer.

8 ***Support Services.*** Mission Telecom is committed to offering a world-class customer experience. Mission Telecom offers each Customer an onboarding session to outline the support process. Except for technical support that Mission Telecom may elect to provide after consultation with the Customer, technical support requests will be routed to and are the responsibility of the Underlying Carrier (collectively, the "**Support Services**"). Except as expressly set forth in this Agreement, Mission Telecom shall have no obligations with respect to the Services. Customer is responsible for handling all billing, payment, collection, disputes and administrative matters related to Users.

9 ***Customer Obligations***.

9.1 Customer agrees that Services are the sole property of Mission Telecom and includes valuable trade secrets of Mission Telecom, and agrees to treat the Services as confidential. Customer will not without the express written authorization of Mission Telecom: (a) Demonstrate, copy, sell or market Services to any third party; (b) Share or give persons outside Customer's organization access or use to the Services; (c) Publish or otherwise disclose information relating to performance or quality of the Services to any third party; or (d) Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Services or any portion thereof.

9.2 To the extent Customer provides their own devices or equipment (the "Customer-Owned Devices"), Customer shall be responsible for obtaining and purchasing any additional equipment or devices and doing all other things necessary in order to use the Services. Mission Telecom may provide compatibility requirements, and Customer is responsible for validating that such Customer-Owned Devices are compatible. CUSTOMER IS RESPONSIBLE FOR ENSURING THAT ALL CUSTOMER-OWNED DEVICES AND ANY ASSOCIATED COMPONENT THEREOF MEET MISSION TELECOM REQUIREMENTS FOUND AT https://www.t-mobile.com/resources/bring-your-own-phone.

9.3 Customer shall promptly notify Mission Telecom of any loss, theft, security incident, unauthorized use or access, or any misuse of the Services, the Devices, or the Customer-Owned Devices, that Customer becomes aware of, by contacting Mission Telecom at service@missiontelecom.org.

9.4 Obligations With Respect to Users. Once the status of a User changes so that the person is no longer a User, Customer is responsible for making sure that the person no longer accesses the Services. Customer is responsible to Mission Telecom for the conduct of Users as if such conduct was Customer's own, and Customer shall notify Mission Telecom immediately of any unauthorized use of the Services or a suspected security breach by a User.

9.5 Application of Terms and Conditions and Pass-Through to Users. Customer agrees and acknowledges that the Terms and Conditions attached hereto as Exhibit B ("Terms and Conditions") form part of this Agreement and are incorporated herein by reference. As a condition of this Agreement and Customer's use of the Services, Customer must legally bind all Users to terms and conditions no less restrictive than the Terms and Conditions prior to the User's use of the Services

9.6 Customer acknowledges and agrees that the Services may offer Customer with the ability to control and implement technology protection measures to manage access to the Internet, including filtering and content blocking mechanisms (the "Filters"). Customer shall be solely responsible for the operation, management, and maintenance of Filters and, the enforcement and application of Filters. Customer is solely responsible for supervising Filters, and establishing expectations for access to the Internet and Internet-based content. Mission Telecom is not responsible for any usage or access to the Internet by Customer, or Customer's users.

10 ***Payments, Returns, and Refunds.*** Customer agrees to pay the fees set forth in the applicable Invoice, or as agreed to by Customer and Mission Telecom in writing. Customer will pay all undisputed amounts as set forth in the Invoice and must notify Mission Telecom in writing of any good faith dispute within 45 days of the due date set forth in the Invoice. Mission Telecom reserves the right to charge a late fee on amounts unpaid 45 days after the due date. Customer shall be entitled to a refund of certain fees only within forty-five (45) days of the due date. After such thirty-day period, Customer is obligated to make all payments or shall not be eligible for any refunds for any pre-paid amounts. If a Device (except for any Customer-Owned Devices) is defective, malfunctioning, or otherwise damaged, the Device shall be subject to the applicable Device warranty and/or returns. Customer shall be responsible for all applicable taxes, duties, fees, surcharges, account set-up fees or other costs payable in connection with the Services or otherwise incurred by Mission Telecom (including Device shipping costs), except to the extent Customer can show with documentation satisfactory to Mission Telecom that Customer (or the User, as the case may be) is legally exempt from such taxes or fees. The taxes, fees and other charges detailed above may vary on a monthly basis. Mission Telecom is not required to provide advance notice thereof except as required by law. Surcharges and recovery fees are not taxes and are not required by law, but are set by Mission Telecom and may change. Customer also agrees to pay any additional charges or fees applied to its account, including interest and charges due to insufficient credit or insufficient funds.

11 ***Additional Terms and Conditions***. Customer acknowledges and agrees that Customer may be presented with additional agreements, terms, or provisions relating to the Software upon installation or deployment, or upon log in to or other use of, the Services (e.g., shrink wrap or click wrap terms). Such additional terms and conditions shall form part of this Agreement. Customer also acknowledges and agrees that their use of the Services may be subject to terms and conditions and privacy policy for Carrier's and services providers, including: T-Mobile's Open Internet Disclosures; T-Mobile Terms and Conditions; Kajeet Privacy Policy; Kajeet Terms of Use.

12 ***Services Limitations & Restrictions***

12.1 Availability. The Services are not available in all locations and Customer and Users will only be able to access the Services within the operating range of the Carrier's network, which may change from time in the sole discretion of the Carrier. The Services may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Mission Telecom's control. The Services and Devices may not function in the event of a power failure or disruption, and Customer and Users may be required to reset or reconfigure their modem or other hardware in order to use the Services thereafter. Neither Mission Telecom nor Carrier assume any liability hereunder with regard to any failure or lack of performance of the Service for any reason whatsoever.

12.2 Service Quality and Maintenance. The speed and bandwidth available to each computer or device accessing the Services may vary for a variety of reasons. The Carrier reserves the right to engage in reasonable network management. In addition, the Carrier will perform maintenance on the Services, which may include planned or unplanned interruptions of the Services. Customer acknowledges and agrees that Mission Telecom shall not be responsible for any losses or damages suffered by Customer or Users as a result of any Services interruptions. Customer acknowledges that the Services may not be available in all areas, and even within coverage areas service availability, quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Services. No credit or adjustment will be made for interruptions or degradations of the Services except as agreed by Mission Telecom in its discretion or as required by applicable law.

13 *WARRANTIES, LIABILITIES, AND INDEMNIFICATION*

13.1 Warranty Disclaimer

Mission Telecom makes no representations or warranties, express or implied, including without limitation, any implied warranty of merchantability, suitability, non-infringement, or fitness for a particular purpose, or performance to you or any other person or entity in connection with, arising out of, or relating to the Services or Devices, to the fullest extent permitted by law. We do not authorize anyone to make warranties on our behalf. We do not guarantee uninterrupted or error-free Services, wireless coverage, or particular service speeds or quality of service. We also do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur. You should implement appropriate safeguards to secure your Device and any other equipment you may use with the Services. We do not manufacture any Devices or equipment that are used with our Services and are not responsible for any defects, acts, or omissions of the manufacturers, including any warranty, patent, or licensing obligations. Notwithstanding the foregoing, the manufacturer of your Device may provide you with a warranty.

13.2 ***Limitation of Liabilities***.

To the fullest extent permitted by law, you agree that Mission Telecom and all parents, subsidiaries, affiliates and their past, present, and future officers, directors, employees, agents, representatives, partners, licensors, successors, and assigns shall not be liable, whether or not due to our or their negligence, for any:

a) act, omission, or error by you or a third party, including third-party service providers or vendors;

b) charges for any products or services provided by third parties and accessed through or for use with our Services;

c) claims against you by third parties;

d) mistake, omission, interruption, outage, error, failure, delay, defect, or limitation in the provision of Services;

e) deficiencies or problems with a Device or network coverage (e.g., dropped, blocked, interrupted Services, etc.);

f) damage, injury, or loss caused by or arising out of your use of the Services, including traffic or other accidents and health-related risks or issues, or our suspension or termination of the Services;

g) damage, injury, or loss caused by any interruption, failure, or delay in accessing or attempting to access emergency services from a Device or using the Services, including 911 services;

h) interrupted, failed, or inaccurate location services;

i) quality, appropriateness, accuracy, or suitability of any content, information, or applications you may access while using the Service;

j) information or communications that are blocked by a spam filter or that we otherwise restrict or block consistent with this Agreement;

k) damage, harm, or loss that may result from your communications being intercepted;

l) unauthorized access to your account caused by your actions or that circumvent our reasonable security measures;

m) unauthorized access to your Device;

n) changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification;

o) damage to or loss of any information or data stored on your Device or any other

equipment you use with the Services (including when we service your Device);

p) loss or disclosure of sensitive information you transmit when using the Services

(including any damage, loss, harm, or disclosure that results from malware);

q) default, delay, damage, or harm due to factors beyond our control (i.e., force majeure events, as described in Section 10.7; or

r) unauthorized or disputed charges for Mission Telecom services that appeared more than 15 days earlier on your online account statement and which you did not properly dispute within 15 days after the charge was posted to your account (no fiduciary or other special relationship exists between you and Mission Telecom by virtue of this Agreement or your use of Mission Telecom Devices and Services.

To the fullest extent permitted by law, Mission Telecom shall not be liable for any indirect, special, punitive, incidental, exemplary, or consequential losses or damages you or any third party may suffer by use of or inability to use your Device or the Services, including loss of business or goodwill, loss of revenue or profits, property damage, costs for replacing products and services, or claims of personal injuries. To the fullest extent permitted by law, our liability for monetary damages for any claims you may have against us shall not exceed the total amount of charges paid for the applicable products or services. **The above limitations of liability will apply regardless of the theory of liability, including fraud, misrepresentation, breach of contract, personal injury, negligence, or product liability.**

13.3 **Indemnification.**

To the fullest extent permitted by law, you agree to defend, release, indemnify, and hold harmless Mission Telecom and parents, subsidiaries, affiliates and their past, present, and future officers, directors, employees, agents, representatives, partners, licensors, successors, and assigns from and against any and all losses, claims, liabilities, injuries, costs, penalties, damages, settlements, and expenses (including taxes, fees, fines, penalties, interest, expenses, and attorneys' fees) arising out of or relating to, directly or indirectly, your or any other person's use of a Device or the Services, whether based in contract or tort (including strict liability) and regardless of the form of action; your acts or omissions, including your breach or violation of this Agreement, other Mission Telecom policies, or any applicable statutes, ordinances, laws or regulations of any federal, state, or local authority; and claims arising in whole or in part from the alleged negligence of Mission Telecom. If we reasonably determine that a claim might adversely affect Mission Telecom, you will use counsel reasonably satisfactory to us to defend each claim, you will not consent to the entry of a judgment or settle a claim without our prior written consent, and we may take control of the defense at our expense (and without limiting your indemnification obligations). This obligation shall survive termination of your Services with Mission Telecom.

14 ***Publicity.*** Customer may use or refer to the name, trademarks or logos of Mission Telecom in any advertisement, publication or other media with Mission Telecom's prior written consent. Customer permits Mission Telecom to use or refer to Customer's name, trademarks or logos in any advertisement, publication or other media solely to promote Mission Telcom's services. Customer may withdraw the foregoing permission by providing written notice to Mission Telecom. Customer may not use the Carrier's name, logos, or trademarks.

15 ***Laws.*** Unless required by specific law applicable to Customer, this Agreement shall be governed, construed and enforced in accordance with the laws of the United States of America and of the State of Colorado. Any question, controversy or dispute arising out of or related to this Agreement (a "**Dispute**") shall be governed by and interpreted in accordance with the laws of the State of Colorado, without regard to conflict of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts seated in Arapahoe, Colorado for the resolution of any such Dispute. To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury. Notwithstanding the foregoing, to the extent Customer is located in or subject to the laws of the State of Mississippi, and to the extent Mississippi law requires that disputes be governed by or resolved under Mississippi law or within Mississippi jurisdiction, those specific statutory requirements shall control and supersede the Colorado governing law and jurisdiction provisions set forth above. Nothing in this Agreement shall be construed to waive any rights Customer may have under applicable Mississippi law that cannot be waived by contract.

16 ***Notices***. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested to above address or such other address as may be given from time to time under the terms of this notice provision.

17 ***Entire Agreement.*** This Agreement constitutes the entire and only agreement between the parties for Services, and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

18 ***Compliance.*** Customer shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.

19 ***General.*** Failure of Mission Telecom to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved. If any provision of this Agreement shall be found by a court to be

void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement. The provisions of this Agreement which are, by their sense, intended to survive shall survive the expiration or termination of this Agreement for any reason.

****

Signature	
Name	
Customer	
Effective Date	

Upload
Signed W-9

(Upload Sales Tax Exempt if Applicable)

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-13 With Dr. Melinda T. Mayfield for "As Needed" Veterinary Services (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
24-13 Dr Melinda T Mayfield Vet Services.pdf
Mayfield, Melinda - Veterinary Services C24-13 Amend #1 05202025.pdf
Melinda T. Mayfield Price Sheet Vet Services.docx
City Price Increases on Annual Contracts.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the City of Miami and Dr. Melinda T. Mayfield (collectively "the parties") entered into a written Contract for "As Needed" Veterinary Services ("Contract"), numbered C24-13, on May 20, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2024 meeting of the Mayor and City Council on that same date.

WHEREAS this Agreement for Contract Renewal FY 26/27 extends the terms of Contract C24-13 for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-13 the terms of the original Contract C24-13 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for "As Needed" Veterinary Services, numbered C24-13 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Dr. Melinda T. Mayfield

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C24-13
Amend #1

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 25/26
One of Three Allowable Extensions

WHEREAS the City of Miami and Dr. Melinda T. Mayfield (collectively "the parties") entered into a written Contract for "As Needed" Veterinary Services ("Contract"), numbered C24-13, on May 20, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2024 meeting of the Mayor and City Council on that same date.

WHEREAS this Agreement for Contract Renewal FY 25/26 extends the terms of Contract C24-13 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 25/26, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 25/26 and the original Contract C24-13 the terms of the original Contract C24-13 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 25/26 as follows:

1. Pursuant to recitals hereinabove, the Contract for "As Needed" Veterinary Services, numbered C24-13 IS HEREBY renewed effective July 1, 2025 and extended until June 30, 2026.

SIGNED THIS 20th **DAY OF** May **, 2025:**

Bless Parker, Mayor

Dr. Melinda T. Mayfield

ATTEST:

Molly Olson
Melissa Moore, City Clerk
Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

AVMA **PLIT**®
Protecting you through it all

ZURICH®

Veterinary Professional Liability Insurance Policy
Amended Certificate of Insurance

Item 1. Insured by the stock company below and hereinafter called the Company **Zurich American Insurance Company**	Master Policy Number: EOL 5241302 -20 Certificate Number: VETPRO001726 Date Issued: 06/13/2025
Item 2. **Named Certificate Holder**, member number, rating code and Address Melinda Jane Mayfield-Davis, DVM 121 SW Messer Rd Columbus, KS 66725 Member Name: Melinda Mayfield-Davis; Member Number: 103624; Rating Code: [III] Predominantly Small Animal	For More Information or to File a Claim, Please Call (800) 228-7548. Notice to the Company: Zurich American Insurance Company Professional Programs Claims PO Box 968017 Schaumburg, IL 60196

Item 3. Effective Date(s) of Amended Certificate of Insurance
From 06/14/2025 To 01/01/2026
12:01 A.M. Standard Time at the address of the **Named Certificate Holder** stated in Item 2.

Item 4. Coverage Schedule
(Coverage only applies if purchased and shown in the Coverage Schedule below. If N/A or no Limit is below, there is no Coverage under the policy.)

Insuring Agreements	Limit of Liability (Each Claim)	Aggregate Limit of Liability
A. Veterinary Professional Liability Coverage	$100,000	$300,000
B. Veterinary License Defense Coverage	$25,000	$25,000

	Limit of Liability (Any One Animal)	Limit of Liability (Transportation)	Limit of Liability (Specified Premises)	
C. Bailee Coverage				
	Limit of Liability (Any One Unit)	**Limit of Liability (Transportation)**	**Limit of Liability (Specified Premises)**	**Deductible (Each Claim)**
D.Embryo and Semen Storage Coverage				

Item 5. Schedule of Purchased Plan Numbers and Location(s) for Bailee Coverage (Bailee Plan) and/or Embryo and Semen Storage Coverage Plan (E/S Plan)
For additional locations, please see the attached page.

Location Number/Address	Bailee Plan	E/S Plan

Item 6. Premium and Coverage Summary

A. Veterinary Professional Liability	$ 272.00
B. Veterinary License Defense Coverage	$ 114.00
C. Bailee Coverage	$
D. Embryo and Semen Storage Coverage	$
Excess Professional Liability (if applicable)	$
State Taxes (if applicable)	$
Total Premium Due:	$ 386.00

Item 7. Forms Attached at Issuance
M-VPL-2000-A CW (08/24); U-VPL-265-A KS (01/23); U-VPL-261-A CW (01/23); U-GU-319-F (01/09); U-GU-1191-A CW (03/15)

This **Certificate of Insurance** is issued off the Master Policy held by the American Veterinary Medical Association (A.V.M.A.) Professional Liability Insurance Trust. By acceptance of this policy the **Named Certificate Holder** agrees that the statements in the certificate and the application and any attachments hereto are the **Named Certificate Holder's** agreement and representations and that the policy embodies all agreements existing between the **Named Certificate Holder** and the Company or any of its representatives relating to this insurance

Melinda T. Mayfield

Price Sheet For Veterinary Services

	Cats	Dogs	Additional Fees
Neuter	$30.00	$40.00	$10.00 for over 60lbs
Spay	$40.00	$45.00	$10.00 for over 60lbs
Reabies Vaccination	$5.00	$5.00	
Health Certificate	$10.00	$10.00	
Euthanasia	$65.00	$65.00	
Office Visit/Check up	$25.00	$25.00	
Fecal Test	$10.00	$10.00	
After Hours Boarding	$25.00	$25.00	
Boarding	N/A	N/A	
Sedation	$20.00	$20.00	
Rabies Quarantine	NA	N/A	

City of Miami Price Increases on Annual Contracts

Kone Elevator

Kone is increasing their price by 2%.

Description	Current Price		New Price
Miami Public Library	$185.50	per month	$189.21
Miami Civic Center	$185.50	per month	$189.21
Coleman Theatre	$185.50	per month	$189.21

Muskogee Sand

Muskogee Sand is increasing their price by 10% for sand FOB.

Current Price		New Price
$10.00	per ton	$11.00

Muskogee Sand is increasing their price by 3.5% for sand delivered to Miami.

Current Price		New Price
$28.00	per ton	$29.00

Kemp Stone

Kemp Stone has increased their prices. See below.

		Current Price		New Price
Crushed Limestone Class A 1 ¼" FOB		$8.00	per ton	$8.32
	Delivered	$14.50	per ton	$14.82
Crushed Limestone Class A 3"" FOB		$8.15	per ton	$8.48
	Delivered	$14.65	per ton	$14.98

AG Base Limestone Type A	FOB	$9.80	per ton	$10.39
	Delivered	$16.30	per ton	$16.89
Ag Base 3/8” Washed Chips	FOB	$13.65	per ton	$14.33
Pryor Stone	Delivered	$29.65	per ton	$30.33
Ag Base 1/2” Cleaned Rock	FOB	$13.65	per ton	$14.20
	Delivered	$20.15	per ton	$20.70
Ag Base 3/4” Cleaned Rock	FOB	$14.00	per ton	$14.56
	Delivered	$20.50	per ton	$21.06
Ag Base 1 ½ ” Cleaned Rock	FOB	$14.00	per ton	$14.56
	Delivered	$20.50	per ton	$21.06
1 ½” to 2 ½” Lateral Rock	FOB	$9.80	per ton	
No Fines	Delivered	$16.30	per ton	N/A
Ag Base Gabion Limestone 3” to 5”	FOB	$14.25	per ton	$14.82
	Delivered	$20.75	per ton	$21.32
Rip Rap Limestone 12” ODOT	FOB	$17.55	per ton	$18.25
	Delivered	$25.55	per ton	$26.25
Limestone Screening Fines	FOB	$7.00	per ton	$7.28
	Delivered	$13.50	per ton	$13.78

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-14 With Kone for Elevator Service, Maintenance, and Annual Inspections (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:
Kone is asking for a 2% price increase to cover rising costs. See attached excel spreadsheet.

Description	06/01/2025-05/31/2026	2% Increase 06/01/2026-05/31/2027	Equipment
20374355 MIAMI PUBLIC LIBRARY - PASS ELE	$ 185.50	$ 189.21	20374355
20374356 MIAMI CIVIC CENTER - PASSENGER	$ 185.50	$ 189.21	20374356
20374357 COLEMAN THEATER - #1 PASSENGER	$ 185.50	$ 189.21	20374357
20374358 COLEMAN THEATER - #2 PASSENGER	$ 185.50	$ 189.21	20374358

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Kone Elevator Scanned from a Xerox Multifunction Printer.pdf
Kone, Inc - Annual Elevator Service Maintenance Inspections FY 2025-2026 C24-14 Amend #1 05202025 Expires 06302026.pdf
Kone City of Miami 42662001 ZVCList 06052026.xlsx

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the City of Miami and Kone, Inc (collectively "the parties") entered into a written Contract for Elevator Service, Maintenance, and Annual Inspections ("Contract"), numbered C24-14, on May 6, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 6, 2024, meeting of the Mayor and City Council on that same date.

WHEREAS this Agreement for Contract Renewal FY 26/27 extends the terms of Contract C24-14 for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 25/26 and the original Contract C24-14 the terms of the original Contract C24-14 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Elevator Service, Maintenance, and Annual Inspections, numbered C24-14 IS HEREBY renewed effective July 1, 2026 and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

Bless Parker, Mayor

Kone, Inc.

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, City Attorney

CONTRACT NO.: C 24-14
Amend # 1

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 25/26

One of Three Allowable Extensions

WHEREAS the City of Miami and Kone, Inc (collectively "the parties") entered into a written Contract for Elevator Service, Maintenance, and Annual Inspections ("Contract"), numbered C24-14, on May 6, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 6, 2024, meeting of the Mayor and City Council on that same date.

WHEREAS this Agreement for Contract Renewal FY 25/26 extends the terms of Contract C24-14 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 25/26, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 25/26 and the original Contract C24-14 the terms of the original Contract C24-14 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 25/26 as follows:

1. Pursuant to recitals hereinabove, the Contract for Elevator Service, Maintenance, and Annual Inspections, numbered C24-14 IS HEREBY renewed effective July 1, 2025 and extended until June 30, 2026.

SIGNED THIS 20th **DAY OF** May **, 2025:**

Bless Parker, Mayor

Kone, Inc Representative

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, City Attorney

Molly Olson, Admin to City Manager

* KONE TO PROVIDE YEARLY CAT I TESTING; 3RD PARTY WITNESS IS BY OTHERS.

KONE STANDARD BID CLARIFICATIONS FOR SERVICE dated 11-17-2020

1. Any contract between the parties shall be subject to mutually agreeable terms and conditions.
2. The Proposal is made without regard to compliance with any special sourcing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this bid, KONE reserves the right to modify and/or withdraw its Proposal.
3. KONE's work does not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE has the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. HazMat removal or abatement is at the Purchaser's sole expense. Nothing contained within the agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.
4. Invoices are submitted directly to Purchaser. Payments are due net 45 days from invoice date. Maximum price increase shall be capped at 2% per year. If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the agreement, KONE may stop work or suspend its services without penalty. Payment to KONE shall not be conditioned on any third party payments to Purchaser.
5. Notwithstanding anything to the contrary, KONE retains title and ownership of all intellectual property rights relating (whether directly or indirectly) to any materials provided by KONE, including but not limited to spare parts, components, software, firmware, drawings, manuals, technical documentation or other technical. KONE retains exclusive title over any information collected by KONE via a remote monitoring system. The title in all spare parts and/or components removed from equipment by KONE passes to KONE upon their removal. Purchaser will not use software provided by KONE, except in connection with the use and operation of the equipment.
6. To the extent permitted by law, KONE shall only defend, indemnify and hold Purchaser harmless for claims, damages, losses or expenses ("Claims") due to bodily injury, including death, or tangible property damage (excluding loss of use) to the extent caused by KONE's negligent acts or omissions. KONE shall not defend, indemnify or hold Purchaser harmless for any other Claims.
7. KONE will not name any party as additional insured on its policies nor provide a waiver of subrogation. KONE will not provide loss runs or copies of its insurance policies. KONE will not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments.
8. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, liquidated, performance penalties or punitive damages of any kind or nature arising from or related to performance of the agreement, including without limitation, loss of profits, loss or inaccuracy of data, or loss of use damages.
9. A party is not liable for failure to perform its obligations if such failure results from any causes beyond a party's reasonable control.
10. Notwithstanding anything to the contrary, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate the agreement in its entirety upon written notice.
11. Notwithstanding anything to the contrary, there is no warranty provided on maintenance services.
12. KONE will not be responsible for upgrading any equipment to meet changes in code requirements or as may be required by insurance companies, Federal, State, or local authorities.
13. Obsolete components or equipment modifications necessary to accommodate replacement of obsolete components are not covered.
14. KONE's price and obligations under any agreement are subject to a technical survey to be performed within 90-days of the effective date of the agreement. If a safety hazard or code violation is identified during such survey, Purchaser will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation. Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendation or proposal, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim will be null and void. If Purchaser does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate the agreement without penalty.
15. If 24/7 Connected Services is selected, Purchaser will be required to sign a separate rider adding such services with additional terms and conditions.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2024

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601	**CONTACT NAME:** Aon Client Services **PHONE (A/C, No, Ext):** 866-283-7122 **FAX (A/C, No):** 800-363-0105 **E-MAIL ADDRESS:** Acs.chicago@aon.com
INSURED KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Old Republic Insurance Company — 24147 INSURER B : Pohjola Insurance Ltd — N/A INSURER C : AXIS Surplus Insurance Company — 26620 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 83213321 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			MWZY 57732	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 10,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 10,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB 20018	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	☐ UMBRELLA LIAB ✓ OCCUR			16-683-331-6	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 5,000,000
	✓ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC 115397 17 (AOS)	1/1/2025	1/1/2026	✓ PER STATUTE ☐ OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N	N/A		MWXS 822 17 (OH)	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 5,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
C	Excess Auto & Employer's Liability			P-001-001065181-03	1/1/2025	1/1/2026	$5M Ea. Occurrence / $5M Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract No. 41883533 - Project/Location: City of Miami Public Library, Civic Center and Coleman Theater Miami OK
As respects Excess Liability, if evidenced above, Aon Risk Solutions U.S. is generating & distributing this COI in an administrative capacity.

CERTIFICATE HOLDER	CANCELLATION
City of Miami PO Box 1288 Miami OK 74355-1288	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 Aon Risk Services Central, Inc. Aon Risk Services Central, Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.

CONTRACT NO.: C24-14

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ELEVATOR SERVICE, MAINTENANCE, AND ANNUAL INSPECTIONS (C24-14)

This Contract is made this 6th day of May, 2024, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, and Kone, Inc. ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, not to exceed a 3% increase per annual year.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon sixty (60) days' written notice of termination, calculated from the date of receipt. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. Survival. All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

City of Miami, Oklahoma,
A Municipal Corporation:

Mayor Bless Park

KONE Inc.

By: _____

Jeff Blum, Senior Vice President

Print Name (CONTRACTOR's authorized agent)
June 5, 2024
KONE Oppy # 15764096

Melissa Moore
City Clerk - Attest

Approved as to form:

City Attorney

KONE'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON THE TERMS OF THE KONE STANDARD BID CLARIFICATIONS FOR SERVICE TAKING PRECEDENCE AND PREVAILING.

KONE STANDARD BID CLARIFICATIONS FOR SERVICE

1. Any contract between the parties shall be subject to mutually agreeable terms and conditions.
2. The Proposal is made without regard to compliance with any special sourcing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this bid, KONE reserves the right to modify and/or withdraw its Proposal.
3. KONE's work does not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE has the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. HazMat removal or abatement is at the Purchaser's sole expense. Nothing contained within the agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.
4. Invoices are submitted directly to Purchaser. Payments are due net 45 days from invoice date. Maximum price increase shall be capped at 3% per year. If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the agreement, KONE may stop work or suspend its services without penalty. Payment to KONE shall not be conditioned on any third party payments to Purchaser.
5. Notwithstanding anything to the contrary, KONE retains title and ownership of all intellectual property rights relating (whether directly or indirectly) to any materials provided by KONE, including but not limited to spare parts, components, software, firmware, drawings, manuals, technical documentation or other technical. KONE retains exclusive title over any information collected by KONE via a remote monitoring system. The title in all spare parts and/or components removed from equipment by KONE passes to KONE upon their removal. Purchaser will not use software provided by KONE, except in connection with the use and operation of the equipment.
6. To the extent permitted by law, KONE shall only defend, indemnify and hold Purchaser harmless for claims, damages, losses or expenses ("Claims") due to bodily injury, including death, or tangible property damage (excluding loss of use) to the extent caused by KONE's negligent acts or omissions. KONE shall not defend, indemnify or hold Purchaser harmless for any other Claims.
7. KONE will not name any party as additional insured on its policies nor provide a waiver of subrogation. KONE will not provide loss runs or copies of its insurance policies. KONE will not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments.
8. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, liquidated, performance penalties or punitive damages of any kind or nature arising from or related to performance of the agreement, including without limitation, loss of profits, loss or inaccuracy of data, or loss of use damages.
9. A party is not liable for failure to perform its obligations if such failure results from any causes beyond a party's reasonable control.
10. Notwithstanding anything to the contrary, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate the agreement in its entirety upon written notice.
11. Notwithstanding anything to the contrary, there is no warranty provided on maintenance services.
12. KONE will not be responsible for upgrading any equipment to meet changes in code requirements or as may be required by insurance companies, Federal, State, or local authorities.
13. Obsolete components or equipment modifications necessary to accommodate replacement of obsolete components are not covered.
14. KONE's price and obligations under any agreement are subject to a technical survey to be performed within 90-days of the effective date of the agreement. If a safety hazard or code violation is identified during such survey, Purchaser will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation. Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendation or proposal, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim will be null and void. If Purchaser does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate the agreement without penalty.
15. If 24/7 Connected Services is selected, Purchaser will be required to sign a separate rider adding such services with additional terms and conditions.

+ Customer Signed Contract +

Grenrock Don

From: Rodney Henry <Rhenry@miamiokla.net>
Sent: Thursday, May 9, 2024 11:46 AM
To: Grenrock Don
Subject: Fwd: Kone, Inc Contract - Needs signed
Attachments: Kone - Needs Signed (C24-14) 05062024.pdf

This message is from an external sender. Be cautious, especially with links and attachments.

Sent via the Samsung Galaxy S21 Ultra 5G, an AT&T 5G smartphone
Get Outlook for Android

From: Elizabeth Sanders <esanders@miamiokla.net>
Sent: Tuesday, May 7, 2024 3:20:17 PM
To: Rodney Henry <Rhenry@miamiokla.net>
Subject: FW: Kone, Inc Contract - Needs signed

Hello,
Can you get this over to get it signed. I will then put together an award letter.

From: Melissa Moore <MMoore@miamiokla.net>
Sent: Tuesday, May 7, 2024 1:39 PM
To: Brian Brassfield <b.brassfield@miamiokla.net>; Elizabeth Sanders <esanders@miamiokla.net>
Cc: Kembi Miller <kmiller@miamiokla.net>
Subject: Kone, Inc Contract - Needs signed

Attached is the Kone contract that was approved last night. Please obtain their signature and send back for processing.

Thank you,
Melissa Moore, MBA, CMC
City Clerk
City of Miami, Oklahoma
P.O. Box 1288
129 5th Ave Northwest
Miami, OK 74354
(918) 542-6685
mmoore@miamiokla.net

24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

KONE BID

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. RE: Solicitation No. C24-14

2. **Bidder General Information:**

   FEI/SSN: 36-2557423 Supplier ID (if applicable): _____

   Company Name: KOHE

3. **Bidder Contact Information:**

   Address: 211 S. UNION STE D

   City: SPRINGFIELD State: MO Zip Code: 65802

   Contact Name: DON GREHROCK Title: SR. ACCT MGR.

   Phone # 417-360-3661 Fax # _____

   Email: DONG@REHROCK@KOHE.COM Website: _____

4. **Oklahoma Sales Tax Permit:**

   ☑ YES – Permit # STS-10165067-06

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

   ☑ YES – Filing # 50001

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

   ☑ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

4/18/2024
Date

MIAMI
City of Vision, Spirit & Opportunity

BID FORM
C24-14

LOCATION	Routine maintenance ($ / Month)	Non-routine / Emergency / After-hours Service ($ / Hour)
Civic Center (1 unit)	$ 185.00 / mo.	$ See Below / hr.
Miami Public Library (1 unit)	$ 185.00 / mo.	$ " / hr.
Coleman Theater (2 units)	$ 370.00 / mo.	$ " / hr.
Alternate #1 (Remote Monitoring)	$ N/A / mo.	$ " / hr.

- Travel time rate for Non-routine / Emergency / After-hours Service $ " / hr.

- If requested by invoice, roundtrip mileage from business office to service site will be paid at the then-current mileage reimbursement rate set by the Internal Revenue Service, for Non-routine / Emergency / After-hours Service only.

* Kone Proposal Subject to Attached Clarifications

Signature of bidder / authorized agent:

Non-Routine Emergency After Hours @ $280.00 Regular Time
" " " @ $420.00 Over Time

Travel Time @ $280.00 Regular Time
" " @ $420.00 Over Time

KONE STANDARD BID CLARIFICATIONS FOR SERVICE

1. Any contract between the parties shall be subject to mutually agreeable terms and conditions.
2. The Proposal is made without regard to compliance with any special sourcing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this bid, KONE reserves the right to modify and/or withdraw its Proposal.
3. KONE's work does not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE has the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. HazMat removal or abatement is at the Purchaser's sole expense. Nothing contained within the agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.
4. Invoices are submitted directly to Purchaser. Payments are due net 45 days from invoice date. Maximum price increase shall be capped at 3% per year. If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the agreement, KONE may stop work or suspend its services without penalty. Payment to KONE shall not be conditioned on any third party payments to Purchaser.
5. Notwithstanding anything to the contrary, KONE retains title and ownership of all intellectual property rights relating (whether directly or indirectly) to any materials provided by KONE, including but not limited to spare parts, components, software, firmware, drawings, manuals, technical documentation or other technical. KONE retains exclusive title over any information collected by KONE via a remote monitoring system. The title in all spare parts and/or components removed from equipment by KONE passes to KONE upon their removal. Purchaser will not use software provided by KONE, except in connection with the use and operation of the equipment.
6. To the extent permitted by law, KONE shall only defend, indemnify and hold Purchaser harmless for claims, damages, losses or expenses ("Claims") due to bodily injury, including death, or tangible property damage (excluding loss of use) to the extent caused by KONE's negligent acts or omissions. KONE shall not defend, indemnify or hold Purchaser harmless for any other Claims.
7. KONE will not name any party as additional insured on its policies nor provide a waiver of subrogation. KONE will not provide loss runs or copies of its insurance policies. KONE will not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments.
8. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, liquidated, performance penalties or punitive damages of any kind or nature arising from or related to performance of the agreement, including without limitation, loss of profits, loss or inaccuracy of data, or loss of use damages.
9. A party is not liable for failure to perform its obligations if such failure results from any causes beyond a party's reasonable control.
10. Notwithstanding anything to the contrary, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate the agreement in its entirety upon written notice.
11. Notwithstanding anything to the contrary, there is no warranty provided on maintenance services.
12. KONE will not be responsible for upgrading any equipment to meet changes in code requirements or as may be required by insurance companies, Federal, State, or local authorities.
13. Obsolete components or equipment modifications necessary to accommodate replacement of obsolete components are not covered.
14. KONE's price and obligations under any agreement are subject to a technical survey to be performed within 90-days of the effective date of the agreement. If a safety hazard or code violation is identified during such survey, Purchaser will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation. Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendation or proposal, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim will be null and void. If Purchaser does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate the agreement without penalty.
15. If 24/7 Connected Services is selected, Purchaser will be required to sign a separate rider adding such services with additional terms and conditions.

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Missouri)
) ss.
COUNTY OF Greene)

I, Joe VanZant, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Koke, Inc., the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 18th day of April 2024.

KOHE INC.
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 18th day of April, 2024.

(Seal)

ZACHARY S OWEN
Notary Public
Commission
12301235
Greene
County
Notary Seal
STATE OF MISSOURI
My Commission Expires 05-17-2024

Notary Public

My Commission Expires: 5-17-24

MIAMI
City of Vision, Spirit & Opportunity

RETURN WITH INFORMATION SHEET
☑ VENDOR CONTACT INFORMATION SHEET
☑ CERTIFICATE OF INSURANCE
☐ PROFESSIONAL LICENSE (where applicable)
☑ W-9 FORM

VENDOR CONTACT INFORMATION SHEET

COMPANY NAME: KONE

DBA:

MAILING ADDRESS: 211 SOUTH UNION, STE D, SPRINGFIELD, MO 65802

Telephone 417-862-1174 Fax 417-869-0353 Email JOE.VAHZANT@KONE.COM

NAME OF INDIVIDUALS WITH AUTHORITY TO QUOTE AND/OR SIGN CONTRACTS

NAME	TITLE	PHONE
JOE VAHZANT	BRANCH MANAGER	816-564-5407

TYPE OF BUSINESS: (Describe your business here)

CORPORATION S ☐ or C ☑ PARTNERSHIP ☐ INDIVIDUAL/SOLE PROPRIETOR ☐
TRUST/ESTATE ☐ LLC ☐

Note to vendors operating as a formal structure: PLEASE PROVIDE YOUR REGISTRATION NUMBER OR A COPY OF YOUR CERTIFICATE OF GOOD STANDING FROM THE OKLAHOMA SECRETARY OF STATE.

THE PRESENT TIME, OR AT ANY TIME DURING THE LAST 12 MONTHS, HAS ANY OWNER, OFFICER, STOCKHOLDER, EMPLOYEE OR OTHER PERSON WITH AN INTEREST, EITHER DIRECTLY OR INDIRECTLY, IN THE ABOVE COMPANY BEEN CONNECTED IN ANY OFFICIAL CAPACITY WITH, OR BEEN EMPLOYED BY, THE CITY OF MIAMI? ( ) YES (✓) NO IF YES, PLEASE IDENTIFY

ARE YOU OR AFFILIATE RATED BY DUNN AND BRADSTREET? (✓) YES ( ) NO RATING: SEE ATTACHED

KONE INC.

CREDIT INFORMATION

COMPANY INFORMATION	
Name:	KONE Inc. One KONE Court Tel: 309-764-6771
FEIN:	36-2357423
DUNS:	00-526-2308
Type of Business:	Elevator & Escalator Systems
Date Business Started:	1892
Date of Incorporation:	1956
State of Incorporation	Delaware
Divisions:	America's Supply & Technology Center, Allen, TX Escalator Division, Coal Valley, IL KONE Spares, Moline, IL

BANK REFERENCES	
Main Operating Account	Local Account
Citibank N.A.	First Midwest Bank, N.A.
111 Wall Street	506 15th Street
New York, NY 10043	Moline, IL 61265
(212) 816-5214	(309) 797-7500
Account - 30915201	Account - 0000118001
ABA - 021000089	ABA - 071901604

CREDIT REFERENCES	
Giese Manufacturing Co. Attn: Marvin Heiderscheit	7025 Chavenelle Road Dubuque, IA 52002 Tel: (563) 588-8772 Email: Marvin@gieseco.com
DRAKA Elevator Products Attn: Accounts Receivable	2151 North Church Street, PO B Rocky Mount, NC 27802-0400 Tel: 877-372-5237 Email: Eric.lazear@draka.com
Innovation Industries, Inc. Attn: Accounts Receivable	3500 East Main Street, PO Box 29 Russellville, AR 72802 Tel: 800-843-1004 Email: Innovation-AR@innovationind.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2023

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601	CONTACT NAME: Aon Client Services PHONE (A/C, No, Ext): 866-283-7122 FAX (A/C, No): 800-363-0105 E-MAIL ADDRESS: Acs.chicago@aon.com
INSURED KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Old Republic Insurance Company — 24147 INSURER B: Pohjola Insurance Ltd — N/A INSURER C: AXIS Surplus Insurance Company — 26620 INSURER D: — INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** 77752925 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT LOC OTHER:			MWZY 57732	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 10,000,000 $ 10,000,000 $ $ 10,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 20018	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
B	UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB CLAIMS-MADE DED RETENTION $			16-683-331-6	1/1/2024	12/31/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 115397 16 (AOS) MWXS 822 16 (OH)	1/1/2024 1/1/2024	1/1/2025 1/1/2025	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
C	Excess Auto & Employer's Liability Excess Liab. and/or Other Policies			P-001-001065181-02	1/1/2024	1/1/2025	$5M Ea. Occurrence / $5M Aggregate See Remarks and/or Other Policy Schedule	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract No. 41883533 - Project/Location: City of Miami Public Library, Civic Center and Coleman Theater Miami OK
As respects Excess Liability, if evidenced above, Aon Risk Solutions U.S. is generating & distributing this COI in an administrative capacity.

CERTIFICATE HOLDER

City of Miami
PO Box 1288
Miami OK 74355-1288

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
Aon Risk Services Central, Inc.

Aon Risk Services Central, Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
KONE INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) N/A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
ONE KONE COURT

Requester's name and address (optional)

6 City, state, and ZIP code
MOLINE, IL. 61265

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 6 - 2 3 5 7 4 2 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/11/2024

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

PUBLICATION

FOR

SEALED-BIDS

MIAMI NEWS-RECORD
PO BOX 940
MIAMI, OK 74355

LEGAL PUBLICATION INVOICE

March 29, 2024

City of Miami
Attn: Elizabeth Sanders
P.O. Box 1288
Miami, Oklahoma 74355-1288

Date(s)	Amount	Description:
03-22-24	$ 36.30	Solicitation C24-14, Elevator Service, Maintentance, and Inspections
03-29-24	$ 33.86	Solicitation C24-14, Elevator Service, Maintentance, and Inspections

Please pay this amount: $ 70.16

Please be advised, statements are not mailed for legal notices.

Prompt payment from this invoice appreciated!

To pay with a card, please call (405) 818-4677

RECEIVED
APR 11 2024
BY:

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

AFFIDAVIT OF PUBLICATION

County of Ottawa, State of Oklahoma

Miami News Record
P.O. Box 940
Miami OK, 74355
580-772-3301

I, **Phillip Reid**, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of MIAMI NEWS RECORD, a Newspaper publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Miami, for the County of Ottawa, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

PUBLICATION DATES:
March 22, 2024
March 29, 2024

Signature above, Phillip R. Reid, Publisher

Signed and sworn to before me
on this 29 day of March, 2024.

Gayle Clark, Notary Public

My Commission expires: December 23, 2026.
Commission # 14011360

(SEAL)

GAYLE CLARK NOTARY # 14011360 EXP. 12/23/26 PUBLIC STATE OF OKLAHOMA

PUBLICATION FEE: $70.16
Calculation measurement:
214 words, 6 tabular lines, two insertions

City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # C24-14 FY 24/25

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	Elevator Service Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: Facilities Construction Project? [ ] Yes [X] No Primary: Rodney Henry Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: Elevator service and maintenance to maintain. Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [X] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial _____.
4. PROJECT TEAM	Finance, Purchasing, _____, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CJ
5. COST ESTIMATE	A. $ _____ [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [X] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [ ] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [X] Other: MDRA _____ % $_____ Acct #(s): various Proj #: _____ Approved Capital Improvement Project: [ ] Yes [ ] No _____ Funds available as of: 4-25-24 ~~Municipal Finance Manager Signature~~ Date

MDRA Could be city (Civic Ctr. or Library) or MDRA?

SOS# 2300173033

Coleman Theatre

Description	06/01/2025-05/31/2026	2% Increase 06/01/2026-05/31/2027	Equipment
20374355 MIAMI PUBLIC LIBRARY - PASS ELE	$ 185.50	$ 189.21	20374355
20374356 MIAMI CIVIC CENTER - PASSENGER	$ 185.50	$ 189.21	20374356
20374357 COLEMAN THEATER - #1 PASSENGER	$ 185.50	$ 189.21	20374357
20374358 COLEMAN THEATER - #2 PASSENGER	$ 185.50	$ 189.21	20374358

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-15 With Teeter's Paving LLC for Asphalt Paving and Labor (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
City of Miami Contract 26-27.pdf
Teeter's Paving - Annual On Call Asphalt Paving Services C24-15 08192024.pdf
C24-15 Teeters Paving Amendment 2.docx

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the City of Miami and Miami Special Utility Authority and Teeter's Paving, LLC (collectively "the parties") entered a written Contract for Annual On-Call Asphalt Paving Services ("Contract"), numbered C24-15, on August 19, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the August 19, 2024, meeting of the City Council and Miami Special Utility Authority Board on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C24-15 for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority Board.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-15 the terms of the original Contract C24-15 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual On-Call Asphalt Paving, numbered C24-15 IS HEREBY renewed effective July 1, 2026 and extended until June 30, 2027.

SIGNED THIS ____ **DAY OF** _____**, 2026**:

Larry E Teeter

Larry Teeter

Bless Parker, Mayor

ATTEST:

_____

Melissa Moore, City Clerk

Misty Barnes, City Attorney

□

Bless Parker, MSUA Chairman

Larry Teeter

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, MSUA Attorney

CONTRACT NO.: C24-15

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL ASPHALT PAVING SERVICES (C24-15)

This Contract is made this 19th day of August, 2024, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, The Miami Special Utility Authority ("MSUA") and Teeters Paving LLC ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY and the MSUA in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) - year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's and MSUA's need for such services.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days ' written notice of termination, calculated from the date of receipt by the non-- initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma , as an additional insured and having general liability limits of no less than One Million Dollars ($1 ,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands,

damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contact:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR 's response thereto) , constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals , understandings, and all other agreement s, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma , and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma , and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, order s, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

City of Miami, Oklahoma,
A Municipal Corporation:

Miami Special Utility Authority

Mayor/Bless Parker
Chairman

Teeters Paving LLC:

By: Larry E Teeter

Larry E Teeter
Print Name (CONTRACTOR's authorized agent)

Melissa Moore
City Clerk - Attest

Approved as to form:

City Attorney

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** RFQ 24-15

2. **Bidder General Information:**
   FEI/SSN: 46-3856237 Supplier ID: _____
   Company Name: Teeter's Paving, LLC

3. **Bidder Contact Information:**
   Address: P.O. Box 216
   City: Quapaw State: OK Zip Code: 74363
   Contact Name: Larry E Teeter Title: Manager
   Phone # 918-674-2755 Fax # 918-674-1127
   Email: pteeter@sbcglobal.net Website: _____

4. **Oklahoma Sales Tax Permit:**
   ☐ YES – Permit # _____
   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**
   ☒ YES – Filing # 1655961981
   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**
   ☒ YES – Include a certificate of insurance with the proposal.
   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Larry E Teeter — Authorized Signature

05/06/24 — Date

MIAMI
City of Vision, Spirit & Opportunity

BID FORM

RFQ 24-15

Prices for requested project.	Cost per Unit
Type S3 (PG 64-22) Superpave (Base Coarse)	$_____ per Ton $_____ per S.Y. See Attachment
Type S4 (PG 64-22) Superpave (Surface Coarse)	$_____ per Ton $_____ per S.Y. See Attachment
Tack Coat at a Rate of 0.15 Gal/Yd^2 of Diluted Emulsion (SS-1H) at 1:1	$_____ per Gal. $ .45 per S.Y.
Tie-In Cold Milling (Var. Depth) (As Required)	$_____ per S.Y. No Bid
General Cold Milling (As Required)	$_____ per S.Y. No Bid
GlasPave25, or Approved Equal (As Required)	$_____ per S.Y. No Bid
18" Full Depth Base Rock Removal and Replacement	$_____ per S.Y. See Attachment
Replacement of Striping (As Required)	$_____ per Block No Bid
Traffic Control	$_____ per Block No Bid

Signature of bidder / authorized agent:

Larry E Teeter

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Larry E Teeter, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Teeter's Paving, LLC, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____.

Certified this 6th day of May 20 24.

Teeter's Paving, LLC
Name of Company

Larry E Teeter
Signature of Authorized Agent

Subscribed and sworn to before me on this 6th day of May, 20 24.

(Seal)

OFFICIAL SEAL
POLLY TEETER
NOTARY PUBLIC - OKLAHOMA
OTTAWA COUNTY - #00019379
My Comm. Expires 12-24-24

Polly Teeter
Notary Public

My Commission Expires: 12/29/24

TEETER'S PAVING, LLC
P.O. Box 216
502 Main St.
Quapaw, OK 74363
918-674-2755

May 6, 2024

City of Miami
129 5th Ave
Miami, OK 74354

RE: Asphalt Paving Services

Asphalt Installation
Install Base Coarse and Surface Coarse, material purchased by City of Miami.
Minimum 50 tons per day.
50 to 99 tons per day. **Price $110.00 Per Ton**
100 to 299 tons per day. **Price $35.00 Per Ton**
300 tons plus. **Price $22.00 Per Ton**
No Hauling Included

Base Rock Removal and Replacement
Remove and replace Base Rock, 18 inches deep, material purchased by City of Miami.
Price $71.00 Per SY
No Hauling Included

Hauling of Material
Standard Dump Truck
Price $130.00 Per Hour

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2024

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	CONTACT NAME: CompSource Mutual Insurance Company
	PHONE (A/C, No, Ext): (405) 232-7663 ext. 5102 / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CompSource Mutual Insurance Company	36188
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Teeters Paving LLC
PO Box 216
Quapaw, OK 74363-0216

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		01057043 23 1	06/01/2023	06/01/2024	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Miami
129 5th Ave
Miami, OK 74354

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2024

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
Arthur J. Gallagher Risk Management Services, LLC
PO Box 100
Plattenville LA 70393

CONTACT NAME: Melaina Crochet
PHONE (A/C, No, Ext): 985-513-5057 **FAX (A/C, No):** 866-418-6616
E-MAIL ADDRESS: melaina_crochet@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Oklahoma Surety Company	23426
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Teeter's Paving LLC
PO Box 216
Quapaw OK 74363

COVERAGES **CERTIFICATE NUMBER:** 280608126 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		06GL001122104	8/14/2024	8/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ Excluded
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			06CA002861574	8/14/2024	8/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Miami is included as Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Miami
PO Box 1288
129 5th Ave NW
Miami OK 74354

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2024

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
Arthur J. Gallagher Risk Management Services, LLC
PO Box 100
Plattenville LA 70393

CONTACT NAME: Melaina Crochet
PHONE (A/C, No, Ext): 985-513-5057 **FAX (A/C, No):** 866-418-6616
E-MAIL ADDRESS: melaina_crochet@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Oklahoma Surety Company	23426
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Teeter's Paving LLC
PO Box 216
Quapaw OK 74363

COVERAGES **CERTIFICATE NUMBER:** 438805624 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		06GL001122104	8/14/2024	8/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ Excluded
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			06CA002861574	8/14/2024	8/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MSUA is included as Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

MSUA
PO Box 1288
129 5th Ave NW
Miami OK 74354

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICE

PUBLICATION

FOR

SEALED-BIDS

MIAMI NEWS-RECORD
PO BOX 940
MIAMI, OK 74355

LEGAL PUBLICATION INVOICE

March 29, 2024

City of Miami
Attn: Elizabeth Sanders
P.O. Box 1288
Miami, Oklahoma 74355-1288

Date(s)	Amount	Description:
03-22-24	$ 35.45	Solicitation C24-15, Annual On-Call Asphalt Paving Services
03-29-24	$ 33.07	Solicitation C24-15, Annual On-Call Asphalt Paving Services

Please pay this amount: **$ 68.52**

Please be advised, statements are not mailed for legal notices.

Prompt payment from this invoice appreciated!

To pay with a card, please call (405) 818-4677

RECEIVED
APR 01 2024
BY:

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

AFFIDAVIT OF PUBLICATION

County of Ottawa, State of Oklahoma

Miami News Record
P.O. Box 940
Miami OK, 74355
580-772-3301

I, **Phillip Reid**, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of MIAMI NEWS RECORD, a Newspaper publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Miami, for the County of Ottawa, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

PUBLICATION DATES:
March 22, 2024
March 29, 2024

Signature above, Phillip R. Reid, Publisher

Signed and sworn to before me
on this 29 day of March, 2024.

Gayle Clark, Notary Public

My Commission expires: December 23, 2026.
Commission # 14011360

(SEAL)

GAYLE CLARK NOTARY # 14011360 EXP. 12/23/26 PUBLIC STATE OF OKLAHOMA

PUBLICATION FEE: $68.52
Calculation measurement:
213 words, 5 tabular lines, two insertions

LEGALS

NOTICE TO THE PUBLIC OF PUBLIC COMMENT PERIOD FOR THE 2024-2027 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM.

The Oklahoma Department of Transportation is seeking public comment on the Statewide Transportation Improvement Program (STIP) for federal fiscal years 2024 through 2027. The full proposed FFY 2024-2027 STIP can be viewed online at www.ODOT.org by clicking the Programs and Projects tab and then clicking Transportation Programs. Comments may be made via email to Michael Flynn at Michael.flynn@odot.ok.gov or in writing to Oklahoma Department of Transportation, Project Management Division, 200 NE 21st Street, Oklahoma City, Oklahoma, 73105. Comments will be taken until April 4th 2024.

March 11, 2024

1. The Ottawa County Board of Commissioners met in regular session at 9:00 A.M. on Monday, March 18, 2024 with the following members present: Chairman Mike Furnas, Commissioners Scott Hilton, and Robert Clark. Notice of the meeting was posted at the south door of the Ottawa County Courthouse March 4, 2024 at 12.59 P.M. Commissioners' Meeting Agendas and Minutes can also be found online at ottawa.okcounties.org.

2. The Pledge of Allegiance was recited.

3. Motion Hilton, second by Clark, to approve regular minutes of March 4th, 2024. By vote: Hilton, aye; Clark, aye; Furnas, aye.

4. Motion by Hilton, second by Clark, claims presented to the Board for payment. By vote: Clark, aye; Hilton, aye, Furnas, aye.

6. Motion by Hilton, second by Clark, to approve Resolution # 2024.4. Disposing of Equipment. Requesting to deem 1984 Rubber Tire Loader 99-149 case W20C Serial # 9155827 as surplus. Requested by District # 3. By vote: Clark, aye; Hilton, aye; Furnas, aye.

7. Motion by Hilton, second by Clark, to approve Detention Transportation Claim from State of Oklahoma Office of Juvenile Affairs District 2 JSU in the amount $ 65.19. By vote: Clark, aye; Hilton, aye; Furnas, aye.

8. Motion by Hilton, second by Clark, to approve lease purchase of a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821 from State Bid Contract # SW035 in the amount of $45,210.20 on behalf of the Miami Fire Department. By vote: Clark, aye; Hilton, aye; Furnas, aye.

9. Motion by Hilton, second by Clark, to approve lease purchase agreement by and between Welch State Bank and the Board of County Commissioners of Ottawa County on behalf of Miami Fire Department to purchase a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821. By vote: Clark, aye; Hilton, aye; Furnas, aye.

10. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and Possible vote to enter into Executive Session to 25 O.S., Section 307(B)(4) to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to Consider/Action Re: Possible Executive Session pursuant to 25 O.S., Section 307.B.1.4 to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and possible vote to adjourn Executive Session and reconvene in Open Session. Counsel may appear telephonically. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Hilton, second by Clark, to take no action. Consider/Action Re: Discussion and possible vote on actions related to pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, with counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

18. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #0901 in the amount of $30,000.00 from the Oklahoma Cooperative Circuit Engineering Districts Board Solid Waste Program into account #1102 (District 1) for chipper. By vote: Clark, aye; Hilton, aye; Clark, aye.

24. Commissioners' activity reports: District 1 reported gearing up for spring, updating local agreements, and local road partnerships. District 2 reported routine maintenance. District 3 reported spraying, hauling rocks/spring work and routine maintenance.

Motion by Hilton, second by Clark, to approve the following blanket purchase order: #3530-3533. By vote: Clark, aye; Hilton, aye; Furnas, aye.

25. Motion by Hilton, second by Clark, to approve to adjourn. By vote: Clark, aye; Hilton, aye; Furnas, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 22, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any, as authorized by the Note and Mortgage.

WITNESS my hand and official seal in Ottawa County, Oklahoma, this 11th day of March, 2024.

Cassie L Key, Court Clerk
By: /s/ P. Blalock

John Seidenberger,
OBA # 30715
Brian G. Sayer, OBA # 32966
Garrad D. Mitchell, OBA #34055
THE SAYER LAW GROUP, P.C.
925 E. 4th St.
Waterloo, IA 50703
Tel: (319) 234-2530
Facsimile: (319) 232-6341
OKupdates@sayerlaw.com
ATTORNEY FOR PLAINTIFF

(Published in the Miami News Record March 22, 29, and April 5, 2024)
LPXLP

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In the Matter of the Estates of DEBRA SUE MORRIS, deceased.

Case No. PB-2023-42
NOTICE OF HEARING FINAL ACCOUNT AND PETITION FOR DETERMINATION OF HEIRSHIP AND FOR DISTRIBUTION OF ESTATE

Notice is hereby given that Patricia Rawlins, the duly appointed and qualified Personal Representative of the above captioned estate, has filed in this Court a Final Account and Report of the administration of said estate and a Petition for determination of heirship, distribution of said estate, and discharge; said hearing of the same has been fixed by the Judge of the Court for the 18th day of April, 2024, at 9:30 a.m., at the courtroom of said Court in the Ottawa County Courthouse at Miami, in the County and State aforesaid, and all persons interested in said estate are notified then and there to appear and show cause, if any they have, why said account should not be settled and allowed, and said estate distributed and the Personal Representative discharged.

Dated this 12th day of March, 2024.

/s/ R. Matt Whalen
Judge of the District Court

Travis Hartley, OBA #20238
Andrew Meloy, OBA #22649
THE HARTLEY LAW FIRM PLLC
177 W. Delaware,
P. O. Box 553
Vinita, Oklahoma 74301
918/256-2100
FAX 918/256-2121
Attorneys for Personal Representatives

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOW HIRING

Miami News-Record

Writing Intern & Marketing Intern
Part time position M-F Hours Vary

MUST BE RELIABLE

Apply in person with resume at
N Main St Miami OK
Email Resume to
ws@reidnewspapers.com

2024 General 1862, DISTRICT ATTORNEY, 52000.00, SALARY 1863, FLEETCOR TECHNOLOGIES*, 1100.67, FUEL 1864, FLEETCOR TECHNOLOGIES*, 1152.64, FUEL 1865, LAKELAND OFFICE SYSTEMS *, 123.41, MAINTENANCE AGREEMENT 1866, LAKELAND OFFICE SYSTEMS *, 147.37, MAINTENANCE AGREEMENT 1867, MIAMI FIRE PROTECTION*, 130.00, INSPECTIONS 1868, CITY OF MIAMI, 7375.00, SERVICE AGREEMENT 1869, SPARKLIGHT, 607.05, UTILITIES 1870, TIGER CORRECTIONAL SERVICES, 2840.86, INMATE NUTRITION 1871, TIGER CORRECTIONAL SERVICES, 2990.03, INMATE NUTRITION 1872, TIGER CORRECTIONAL SERVICES, 2828.06, INMATE NUTRITION 1873, EASY ICE LLC, 201.97, SUBSCRIPTION 1874, HOMETOWN WATER & COFFEE SERVICE, 16.00, BOTTLED WATER 1875, OSU COOP EXT SERVICE*, 10666.66, CONTRACT AGREEMANT 1876, CAPITAL ONE, 230.43, OFFICE SUPPLIES 1877, SPARKLIGHT, 238.20, CABLE SERVICE 1878, PITNEY BOWES INC, 248.97, OFFICE SUPPLIES 1879, HOMETOWN WATER & COFFEE SERVICE, 8.00, BOTTLED WATER 1880, HAMPTON INN, 321.00, LODGING 1881, OSU CTP, 40.00, TRAINING 1882, ACE HARDWARE, 233.59, PARTS 1883, CUMMINS SALES AND SERVICE, 735.30, MAINTENANCE AGREEMENT 1884, COMDATA, 100.23, FUEL 1885, OSU CTP, 40.00, TRAINING 1886, A T & T MOBILITY, 47.18, PHONE BILL 1887, MIAMI NEWS-RECORD, 162.15, LEGAL NOTICE 1888, BOLT FIBER, 213.81, INTERNET SERVICE 1889, LAKELAND OFFICE SYSTEMS *, 29.44, CONTRACT BASE RATE CHARGE 1890, OTTAWA CO ELECTION BRD, 270.00, POLLING PLACE 1891, CHAD HOLCOMB, 88.86, TRAVEL EXPENSES 1892, OK EMERGENCY MGMT ASSOC, 768.12, MEMBERSHIP DUES 1893, COMDATA, 263.33, FUEL 1894, KELLPRO INC*, 36.00, SOFTWARE LICENSE 1895, AT & T MOBILITY, 87.22, PHONE BILL 1896, OTTAWA CO FAIRBOARD, 63.00, FAIR PREMIUMS; Health 191, CAPITAL ONE, 98.06, OFFICE SUPPLIES 192, QUILL CORPORATION*, 280.54, OFFICE SUPPLIES 193, ORKIN, 48.63, PEST CONTROL 194, AED BRANDS LLC, 200.93, MEDICAL SUPPLIES 195, QUADIENT LEASING USA, 482.85, LEASE PAYMENT; Highway 1014, QUAPAW NATION UTILITIES AUTH, 54.00, UTILITIES 1015, ADMIRAL EXPRESS INC*, 240.76, OFFICE FURNITURE 1016, AUTOMOTIVE OF FAIRLAND*, 26.63, PARTS 1017, STATE FARM INSURANCE, 30.00, NOTARY BOND 1018, OK SECRETARY OF STATE, 20.00, NOTARY RENEWAL 1019, OK SECRETARY OF STATE, 10.00, NOTARY FILING FEE 1020, WELCH STATE BANK*, 9509.97, LEASE PURCHASE 1021, KARNES PRO TIRE*, 158.00, TIRES 1022, BO S TIRE & WELDING, 100.00, TIRE REPAIRS 1024, LAKELAND PETROLEUM, 1576.70, FUEL 1025, LAKELAND OFFICE SYSTEMS *, 65.09, LEASE PAYMENT; Hwy-ST 418, MIAMI INDUSTRIAL SUPPLY*, 82.74, REPAIRS 419, KUBOTA OF NORTHWEST ARKANSAS, 741.63, REPAIRS 420, LONGAN CONSTRUCTION CO*, 268.75, ASPHALT 421, OTTAWA COUNTY TAG OFFICE, 51.50, VEHICLE TAGS 422, M&J EQUIPMENT SERVICES LLP, 4787.68, VEHICLE REPAIR 423, M&J EQUIPMENT SERVICES LLP, 11850.05, VEHICLE REPAIR 424, M&J EQUIPMENT SERVICES LLP, 3094.12, VEHICLE REPAIR; Law Library 1, LAW LIBRARY REVOLVING FUND, 9306.46, REIMBURSAL 2, LAW LIBRARY REVOLVING FUND, 6461.33, REIMBURSAL 3, LAW LIBRARY REVOLVING FUND, 11817.19, REIMBURSAL; ML Fee 7, HAMPTON INN & SUITES NORMAN, 214.00, LODGING; Mtg Cert 19, JOLENE HOOPER, 100.00, OFFICE CLEANING; Rural Fire-ST 109, A T & T, 371.65, PHONE BILL; SH Commissary 96, TIGER COMMISSARY SERVICES INC*,

6. Motion by Hilton, second by Clark, to approve authorization to precede with cremation for 64-year-old Ottawa County resident Annette Askey, and prepare a letter to the Chief Medical Examiners Office for the CME 19 P Fee to be waived for our indigent resident in Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

7. Motion by Hilton, second by Clark, to approve from Turner and Associates, PLC. Agreement to prepare the Financial Statement of Ottawa County, which comprise the annual statement of receipts, disbursements, and changes in fund balance-regulatory basis, for the year ending June 30, 2024. By vote: Furnas, aye; Hilton, aye; Clark, aye.

8. Motion by Hilton, second by Clark, to approve from Turner and Associate, PLC. Annual agreement of acceptance for the preparation of 2023-2024 Financial Statement, 2024-2025 Budget and 2024-2025 Publication Sheet prescribed by the State of Oklahoma for Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

9. Motion by Hilton, second by Clark, to approve cost per image agreement by and between Great America Financial Services and Board of County Commissioners of Ottawa County on behalf of Ottawa County Health Department. By vote: Furnas, aye; Hilton, aye; Clark, aye.

10. Motion by Hilton, second by Clark, to approve Resolution # 2024.5 Requesting to reduce the speed limit on County Road South 670 Road and recognize as School Zone. Requested by District # 2. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to approve Resolution # 2024.6 Requesting change in signers on the Ottawa County Official Depository Account with Security Bank & Trust of Miami, OK. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Clark, second by Furnas, to solicit for sealed bid to surplus 1984 Rubber tire loader 99-149 Case W20 Serial # 9155827. Requested by District # 3. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Clark, second by Furnas, to approve ODOT form 324a Requesting to approve invoice for condemnation professional services to Hartley Law Firm, PLLC in the amount of $3,500.00. By vote: Furnas, aye; Hilton, aye; Clark, aye.

14. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

15. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

16. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

17. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma,

23. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #1426 in the amount of $3,088.80 from R6 Recycling; Ck. # 1439 in the amount $ 594.00 from R6 Recycling; Ck. # 13638 in the amount of $ 2,233.66 from the Town of Quapaw. By vote: Furnas, aye; Hilton, aye; Clark, aye

26. Commissioners' activity reports: District 1 reported spraying at line-of-sight issues and problems with illegal dumping on County Roads. District 2 reported routine maintenance and started spraying. District 3 reported routine maintenance.

28. Motion by Hilton, second by Clark, to approve the following blanket purchase order: # 3609-3611. By vote: Furnas, aye; Hilton, aye; Clark, aye.

29. Jail inspection was done. The following Board members attended Mike Furnas, Robert Clark and Scott Hilton. Board members visited the tower at the jail. Jail staff reported they are happy with upgrades in equipment and software to maintain the jail safety. Board Members viewed the live scan machine and viewed a previous scan. Jail staff reported the training and equipment is working well. Members viewed the kitchen and jail staff reported the new stove is still working.

30. Motion by Clark, second by Hilton, to approve to adjourn. By vote: Furnas, aye; Hilton, aye; Clark, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT

MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY

Oklahoma. A complete scope of work and bid package/bid form can be obtained through the contacts listed below. Potential subcontractors must meet Crossland's qualification requirements (insurance, safety policies, bonding, etc). Pre-bid conference will be held on April 4th at 9 A.M. at the Dr. Dale Creech NEO Library Administration Building in Miami, OK. Attendance of the pre-bid conference is encouraged, but not required. Bids are due by 2:00 PM on April 16th, 2024. Bids will only be accepted at the Dr. Dale Creech NEO Library Administration Building in Miami, OK on the proper bid form. If you are interested in bidding on this project, please contact Nick Humble at nhumble@crossland.com or Nathan Lopp at nlopp@crossland.com. Main office phone is 620-429-1414.

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any,

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In re the Matter of:
GILBERTO BECERRA,
Petitioner

V.

MARIA FRANCISCO,
Respondent.

Case No.: FP-2024-4
NOTICE BY PUBLICATION

THE STATE OF OKLAHOMA
TO: MARIA FRANCISCO

You will take notice that you have been sued in the above named Court by the Petitioner for Paternity, on the grounds of abandonment of the minor child, S.A.B.F., born June 2006, and for custody and child support of said minor child. Unless you answer the petition filed by this Petitioner in said Court on or before the 11th day of May 2024, said petition will be taken as true and judgment granting the Petitioner's Paternity Action against you and for complete legal custody of said minor child, limiting your visitation to only supervised visitation with said minor child, and child support for the maintenance of said minor child rendered according to the prayer thereof.

WITNESS MY HAND AND SEAL this 27th day of March, 2024.

/s/ F. Henry
COURT CLERK

Sara M. Schmook, OBA #31216
The Schmook Law Firm
2930 S. Yale Avenue
Tulsa, OK 74114
(918) 505-4870/
(918) 513-6724 facsimile
Sara@SchmookLaw.com
Attorney for the Petitioner

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

Ottawa County Emergency Food and Shelter Program

Ottawa County Local Board #7034-00 has been awarded $9,501.00 for Phase 41 in federal funds made available through the Department of Homeland Security/ Federal Emergency Management Agency under the Emergency Food and Shelter National Board Program to supplement emergency food and shelter programs in the county.

The selection was made by a National Board that is chaired by the U.S. Department of Homeland Security's Federal Emergency Management Agency and consists of representatives from American Red Cross; Catholic Charities, USA; National Council of the Churches of Christ in the U.S.A.; The Jewish Federations of North America; The Salvation Army; and

• Please see Legals, Page 12

NOW HIRING
Miami News-Record
Writing Intern & Marketing Intern
Part time position M-F Hours Vary
MUST BE RELIABLE
Apply in person with resume at
1 N Main St Miami OK
Or Email Resume to
news@reidnewspapers.com

Formal Bid Opening Form

Formal Bid Type: ANNUAL ON-CALL ASPHALT PAVING SERVICES C24-15 **Bid Response Date:** 04/23/24 11:00am

Vendor	Bidder's Response Sheet	Bid Form	Non-Collusion Affidavit	Trade License	Workers Comp

Comments:

No bids Received - CJ 4/23/24 11:00 Am

City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # C24-15

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Asphalt Paving Service Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: Streets Construction Project? [ ] Yes [ ] No Primary: Robert Barger Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: Asphalt product & paving Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [ ] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial _____.
4. PROJECT TEAM	Finance, Purchasing, Public Works, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ _____ [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [X] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [ ] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Various Proj #: _____ Approved Capital Improvement Project: [ ] Yes [ ] No _____ Funds available as of: 5-14-24 ~~Municipal Finance Manager Signature~~ Date

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the City of Miami and Miami Special Utility Authority and Teeter's Paving, LLC (collectively "the parties") entered a written Contract for Annual On-Call Asphalt Paving Services ("Contract"), numbered C24-15, on August 19, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the August 19, 2024, meeting of the City Council and Miami Special Utility Authority Board on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C24-15 for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority Board.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-15 the terms of the original Contract C24-15 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual On-Call Asphalt Paving, numbered C24-15 IS HEREBY renewed effective July 1, 2026 and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____ _____

Bless Parker, Mayor Larry Teeter

ATTEST:

_____ _____

Melissa Moore, City Clerk Misty Barnes, City Attorney

Bless Parker, MSUA Chairman	Larry Teeter
ATTEST:	
Melissa Moore, City Clerk	Misty Barnes, MSUA Attorney

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-16A With Booth & Booth Electric for Annual On-Call, As Needed, Electrician Services (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Booth and Booth Electric City of Miami on call 2026.pdf
Booth & Booth Electric Co. Inc - Annual On Call Electrician FY 24-25 C24-16A 05062024.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the City of Miami and Miami Special Utility Authority and Booth and Booth Electric Co., Inc. (collectively "the parties") entered a written Contract for Annual On-Call, As Needed, Electrician Service ("Contract"), numbered C24-16a, on May 6, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 6, 2024, meeting of the City Council and Miami Special Utility Authority Board on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C24-16a for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority Board.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-16a the terms of the original Contract C24-16a will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual On-Call, As Needed, Electrician Service, numbered C24-16a IS HEREBY renewed effective July 1, 2026 and extended until June 30, 2027.

SIGNED THIS 8 **DAY OF** May, **2026**:

Bless Parker, Mayor

Booth and Booth Electric Co., Inc.

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, City Attorney

CONTRACT NO.: C24-16a

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT
ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE (C24-16)

This Contract is made this 6th day of May, 2024, by and between the City of Miami ("CITY"), a municipal corporation, and the Miami Special Utility Authority, a public trust, located in the County of Ottawa, State of Oklahoma, and Booth - Booth ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, not to exceed a 3% increase upon annual renewal.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

5/6/24

City of Miami Date
Bless Parker, Mayor

5-8-24

Contractor Date

Title: President

Attest:

Melissa Moore

Melissa Moore, City Clerk

5/6/24

MSUA Date
Bless Parker, Chairman

Attest:

Melissa Moore

Melissa Moore, City Clerk

MIAMI
City of Vision, Spirit & Opportunity

BID FORM
C24-16

Employee Description	Cost per Hour
Contractor	$ 75.00 per hour (non-emergency) $ 112.50 per hour (after 5 p.m./emergency)
Apprentice	$ 45.00 per hour (non-emergency) $ 67.50 per hour (after 5 p.m./emergency)
Journeyman	$ 45.00 per hour (non-emergency) $ 67.50 per hour (after 5 p.m./emergency)

Signature of bidder / authorized agent:

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C24-16

2. **Bidder General Information:**

FEI/SSN: 73-1577297 Supplier ID:

Company Name: BOOTH + BOOTH ELECTRIC CO. INC.

3. **Bidder Contact Information:**

Address: 504 HENLEY ST

City: MIAMI State: OK Zip Code: 74354

Contact Name: DANNY BOOTH Title: PRESIDENT/CONTRACTOR

Phone # 918-540-4783 Fax # NONE

Email: boothdan2@gmail.com Website: NONE

4. **Oklahoma Sales Tax Permit:**

☐ YES – Permit # _____

☑ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:** ?

☐ YES – Filing # _____

☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

☑ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature _____ Date _____

MIAMI
City of Vision, Spirit & Opportunity

LIEN RELEASE

WHEREAS, Booth + Booth Electric Co., INC has contracted with the City of Miami to furnish materials and/or labor and services for

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

Contract #: C24-16

THEREFORE, the undersigned Contractor does hereby certify and warrant that they have made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work and have received payment in accordance with the contract through the date of this Release. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Miami, its agents, and the contract improvements and real property.

Contractor: Booth + Booth Electric Co., INC.

Authorized Agent: _____

Typed or Printed Name: Danny Booth

Title: President / Contractor

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

Before me, a Notary Public in and for said County and State, on this 23rd day of April, 20 24. Personally appeared Daniel Booth, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office, the day and year above written.

CARRIE L MCCARTY SHIRLEY
Notary Public - State of Oklahoma
Commission Number 13001568
My Commission Expires Feb 18, 2025

(Seal)

Carrie McCarty Shirley
Notary Public

My Commission Expires: 2-18-25

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF OTTAWA)

I, DANNY BOOTH, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of BOOTH + BOOTH ELECTRIC the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 23rd day of April 20____.

Booth + Booth Electric Co., Inc.
Name of Company

X _____
Signature of Authorized Agent Danny Booth

Subscribed and sworn to before me on this 23rd day of April, 20 24.

(Seal) CARRIE L MCCARTY SHIRLEY
Notary Public - State of Oklahoma
Commission Number 13001568
My Commission Expires Feb 18, 2025

Carrie McCarty Shirley
Notary Public

My Commission Expires: 2-18-25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/2/2023

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 Arthur J. Gallagher Risk Management Services, LLC PO Box 100 Plattenville LA 70393	CONTACT NAME: Melaina Crochet PHONE (A/C, No, Ext): 985-513-5057 FAX (A/C, No): 866-418-6616 E-MAIL ADDRESS: Melaina_Crochet@ajg.com
INSURED BOOT&BO-01 Booth & Booth Electric Co., In Dan Booth 504 Henley St. Miami OK 74354-5355	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Hartford Underwriters Insurance Company 30104 INSURER B : Hartford Accident and Indemnity Company 22357 INSURER C : Hartford Fire Insurance Company 19682 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 733689339 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			83SBAAZ7R2L	11/15/2023	11/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			83UECAG6547	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			83SBAAZ7R2L	11/15/2023	11/15/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83WECAZ7R3G	11/15/2023	11/15/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Construction Industries Board
2401 NW 23rd, Suite 2F
Oklahoma City OK 73107
USA

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

© 1988-2015 ACORD CORPORATION. All rights reser

EXPIRES	**2024/03/31**	**035539**

DAN R BOOTH

UNLIMITED	035539
ELECTRICAL CONTRACTOR	

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 15, 2024

City of Miami
PO Box 1288
MIAMI OK 74355

Account Information:

Policy Holder Details :	**Booth & Booth Electric Co., Inc**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/15/2024

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 be endorsed. If SUBROGATIONIS 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	CONTACT NAME:	
A J GALLAGHER RISK MGMT SRVCS LLC 83554655 2850 GOLF ROAD ROLLING MEADOWS IL 60008	PHONE (A/C, No, Ext): (630) 773-3800	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Underwriters Insurance Company	30104
INSURED	INSURER B : Hartford Accident and Indemnity Company	22357
BOOTH & BOOTH ELECTRIC CO., INC 504 HENLEY ST MIAMI OK 74354-5355	INSURER C :	
	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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		83 SBA AZ7R2L	11/15/2023	11/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			83 UEC AG6547	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $ 10,000			83 SBA AZ7R2L	11/15/2023	11/15/2024	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Data Breach - Defense & Liab Covg			83 SBA AZ7R2L	11/15/2023	11/15/2024	Limit	$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER

City of Miami
PO Box 1288
MIAMI OK 74355

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # C24-16 FY 24/25

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Electrician Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: Facilities Construction Project? [ ] Yes [ ] No Primary: Rodney Henry Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: On-Call Electrician. Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [X] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial KA.
4. PROJECT TEAM	Finance, Purchasing, _____, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ _____ [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [X] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [X] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Various Proj #: _____ Approved Capital Improvement Project: [ ] Yes [ ] No Jill DA ~~Municipal Finance Manager Signature~~ Funds available as of: 4-25-24 Date SOS# 19006347LL Booth 3512078810 H+K

24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

PUBLICATION

FOR

SEALED-BIDS

MIAMI NEWS-RECORD
PO BOX 940
MIAMI, OK 74355

LEGAL PUBLICATION INVOICE

March 29, 2024

City of Miami
Attn: Elizabeth Sanders
P.O. Box 1288
Miami, Oklahoma 74355-1288

Date(s)	Amount	Description:
03-22-24	$ 36.30	Solicitation C24-16, Annual On-Call, As-Needed, Electrician Service
03-29-24	$ 33.86	Solicitation C24-16, Annual On-Call, As-Needed, Electrician Service

Please pay this amount: **$ 70.16**

Please be advised, statements are not mailed for legal notices.

Prompt payment from this invoice appreciated!

To pay with a card, please call (405) 818-4677

RECEIVED
APR 01 2024
BY: CS

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

AFFIDAVIT OF PUBLICATION

County of Ottawa, State of Oklahoma

Miami News Record
P.O. Box 940
Miami OK, 74355
580-772-3301

I, **Phillip Reid**, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of MIAMI NEWS RECORD, a Newspaper publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Miami, for the County of Ottawa, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

PUBLICATION DATES:
March 22, 2024
March 29, 2024

Signature above, Phillip R. Reid, Publisher

Signed and sworn to before me
on this 29 day of March, 2024.

Gayle Clark, Notary Public

My Commission expires: December 23, 2026.
Commission # 14011360

(SEAL)

GAYLE CLARK NOTARY # 14011360 EXP. 12/23/26 PUBLIC STATE OF OKLAHOMA

PUBLICATION FEE: $70.16
Calculation measurement:
214 words, 6 tabular lines, two insertions

LEGALS

March 18, 2024

1. The Ottawa County Board of Commissioners met in regular session at 9:00 A.M. on Monday, March 18, 2024 with the following members present: Chairman Mike Furnas, Commissioners Scott Hilton, and Robert Clark. Notice of the meeting was posted at the south door of the Ottawa County Courthouse March 13, 2024 at 10:47 A.M. Commissioners' Meeting Agendas and Minutes can also be found online at ottawa.okcounties.org.

2. The Pledge of Allegiance was recited.

3. Motion Hilton, second by Clark, to approve regular minutes of March 11th, 2024. By vote: Furnas, aye; Hilton, aye; Clark, aye.

4. Motion by Hilton, second by Clark, claims presented to the Board for payment: 2023-2024 General 1862, DISTRICT ATTORNEY, 52000.00, SALARY 1863, FLEETCOR TECHNOLOGIES*, 1100.67, FUEL 1864, FLEETCOR TECHNOLOGIES*, 1152.64, FUEL 1865, LAKELAND OFFICE SYSTEMS *, 123.41, MAINTENANCE AGREEMENT 1866, LAKELAND OFFICE SYSTEMS *, 147.37, MAINTENANCE AGREEMENT 1867, MIAMI FIRE PROTECTION*, 130.00, INSPECTIONS 1868, CITY OF MIAMI, 7375.00, SERVICE AGREEMENT 1869, SPARKLIGHT, 607.05, UTILITIES 1870, TIGER CORRECTIONAL SERVICES, 2840.86, INMATE NUTRITION 1871, TIGER CORRECTIONAL SERVICES, 2990.03, INMATE NUTRITION 1872, TIGER CORRECTIONAL SERVICES, 2828.06, INMATE NUTRITION 1873, EASY ICE LLC, 201.97, SUBSCRIPTION 1874, HOMETOWN WATER & COFFEE SERVICE, 16.00, BOTTLED WATER 1875, OSU COOP EXT SERVICE*, 10666.66, CONTRACT AGREEMANT 1876, CAPITAL ONE, 230.43, OFFICE SUPPLIES 1877, SPARKLIGHT, 236.20, CABLE SERVICE 1878, PITNEY BOWES INC, 248.97, OFFICE SUPPLIES 1879, HOMETOWN WATER & COFFEE SERVICE, 8.00, BOTTLED WATER 1880, HAMPTON INN, 321.00, LODGING 1881, OSU CTP, 40.00, TRAINING 1882, ACE HARDWARE, 233.59, PARTS 1883, CUMMINS SALES AND SERVICE, 735.30, MAINTENANCE AGREEMENT 1884, COMDATA, 100.23, FUEL 1885, OSU CTP, 40.00, TRAINING 1886, A T & T MOBILITY, 47.18, PHONE BILL 1887, MIAMI NEWS-RECORD, 162.15, LEGAL NOTICE 1888, BOLT FIBER, 213.81, INTERNET SERVICE 1889, LAKELAND OFFICE SYSTEMS *, 29.44, CONTRACT BASE RATE CHARGE 1890, OTTAWA CO ELECTION BRD, 270.00, POLLING PLACE 1891, CHAD HOLCOMB, 88.86, TRAVEL EXPENSES 1892, OK EMERGENCY MGMT ASSOC, 768.12, MEMBERSHIP DUES 1893, COMDATA, 263.33, FUEL 1894, KELLPRO INC*, 36.00, SOFTWARE LICENSE 1895, AT & T MOBILITY, 87.22, PHONE BILL 1896, OTTAWA CO FAIRBOARD, 63.00, FAIR PREMIUMS; Health 191, CAPITAL ONE, 98.06, OFFICE SUPPLIES 192, QUILL CORPORATION*, 260.54, OFFICE SUPPLIES 193, ORKIN, 48.63, PEST CONTROL 194, AED BRANDS LLC, 200.93, MEDICAL SUPPLIES 195, QUADIENT LEASING USA, 482.85, LEASE PAYMENT; Highway 1014, QUAPAW NATION UTILITIES AUTH, 54.00, UTILITIES 1015, ADMIRAL EXPRESS INC*, 240.76, OFFICE FURNITURE 1016, AUTOMOTIVE OF FAIRLAND*, 26.63, PARTS 1017, STATE FARM INSURANCE, 30.00, NOTARY BOND 1018, OK SECRETARY OF STATE, 20.00, NOTARY RENEWAL 1019, OK SECRETARY OF STATE, 10.00, NOTARY FILING FEE 1020, WELCH STATE BANK*, 9509.97, LEASE PURCHASE 1021, KARNES PRO TIRE*, 158.00, TIRES 1022, BO S TIRE & WELDING, 100.00, TIRE REPAIRS 1024, LAKELAND PETROLEUM, 1576.70, FUEL 1025, LAKELAND OFFICE SYSTEMS *, 65.09, LEASE PAYMENT; Hwy-ST 418, MIAMI INDUSTRIAL SUPPLY*, 82.74, REPAIRS 419, KUBOTA OF NORTHWEST ARKANSAS, 741.63, REPAIRS 420, LONGAN CONSTRUCTION CO*, 268.75, ASPHALT 421, OTTAWA COUNTY TAG OFFICE, 51.50, VEHICLE TAGS 422, M&J EQUIPMENT SERVICES LLP, 4787.68, VEHICLE REPAIR 423, M&J EQUIPMENT SERVICES LLP, 11850.05, VEHICLE REPAIR 424, M&J EQUIPMENT SERVICES LLP, 3094.12, VEHICLE REPAIR; Law Library 1, LAW LIBRARY REVOLVING FUND, 9306.46, REIMBURSAL 2, LAW LIBRARY REVOLVING FUND, 6461.33, REIMBURSAL 3, LAW LIBRARY REVOLVING FUND, 11817.19, REIMBURSAL; ML Fee 7, HAMPTON INN & SUITES NORMAN, 214.00, LODGING; Mtg Cert 19, JOLENE HOOPER, 100.00, OFFICE CLEANING; Rural Fire-ST 109, A T & T, 371.65, PHONE BILL; SH Commissary 96, TIGER COMMISSARY SERVICES INC*, 766.71, COMMISSARY 97, TIGER COMMISSARY SERVICES INC*, 1067.48, COMMISSARY; SH Svc Fee 123, WORKING HANDS CAR WASH LLC, 65.75, VEHICLE MAINTENANCE 124, KARNES PRO TIRE*, 50.00, TIRE REPAIRS 125, TELECOMP HOLDING INC, 878.50, UTILITIES 126, ALDEN CLINICAL EVAL SERVICES PLLC, 90.00, DEPUTY TRAINING 127, SPEEDY CASH PAWN LLC, 555.00, DEPUTY UNIFORMS 128, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 129, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 130, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 131, A T & T, 81.68, PHONE BILL 132, BOLT FIBER, 345.17, CABLE SERVICE 133, TRANSUNION RISK AND ALTERNATIVE, 160.00, UTILITIES 134, A T & T, 2728.98, 135, BROOKS GREASE SERVICE INC*, 525.00, GREASE, By vote: Furnas, aye; Hilton, aye; Clark, aye.

6. Motion by Hilton, second by Clark, to approve authorization to precede with cremation for 64-year-old Ottawa County resident Annette Askey, and prepare a letter to the Chief Medical Examiners Office for the CME 19 P Fee to be waived for our indigent resident in Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

7. Motion by Hilton, second by Clark, to approve from Turner and Associates, PLC. Agreement to prepare the Financial Statement of Ottawa County, which comprise the annual statement of receipts, disbursements, and changes in fund balance-regulatory basis, for the year ending June 30, 2024. By vote: Furnas, aye; Hilton, aye; Clark, aye.

8. Motion by Hilton, second by Clark, to approve from Turner and Associate, PLC. Annual agreement of acceptance for the preparation of 2023-2024 Financial Statement, 2024-2025 Budget and 2024-2025 Publication Sheet prescribed by the State of Oklahoma for Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

9. Motion by Hilton, second by Clark, to approve cost per image agreement by and between Great America Financial Services and Board of County Commissioners of Ottawa County on behalf of Ottawa County Health Department. By vote: Furnas, aye; Hilton, aye; Clark, aye.

10. Motion by Hilton, second by Clark, to approve Resolution # 2024.5 Requesting to reduce the speed limit on County Road South 670 Road and recognize as School Zone. Requested by District # 2. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to approve Resolution # 2024.6 Requesting change in signers on the Ottawa County Official Depository Account with Security Bank & Trust of Miami, OK. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Clark, second by Furnas, to solicit for sealed bid to surplus 1984 Rubber tire loader 99-149 Case W20 Serial # 9155827. Requested by District # 3. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Clark, second by Furnas, to approve ODOT form 324a Requesting to approve invoice for condemnation professional services to Hartley Law Firm, PLLC in the amount of $3,500.00. By vote: Furnas, aye; Hilton, aye; Clark, aye.

14. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

15. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

16. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

17. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

18. District Attorney Doug Pewitt and the Board discussed judgment payment processes/methods available to the County for the purpose of planning and preparing for payment of the judgment expected in the case of Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B. Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma. Per the District Attorney Doug Pewitt and his staff research there are three options to pay the judgement against the County: Ad Valorem Tax increase, Bond Issue or Sales Tax increase. Board will decide which option is best and put it to the vote of the citizens. No action was taken at this time.

23. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #1426 in the amount of $3,086.80 from R6 Recycling; Ck. # 1439 in the amount $ 594.00 from R6 Recycling; Ck. # 13638 in the amount of $ 2,233.66 from the Town of Quapaw. By vote: Furnas, aye; Hilton, aye; Clark, aye

26. Commissioners' activity reports: District 1 reported spraying at line-of-sight issues and problems with illegal dumping on County Roads. District 2 reported routine maintenance and started spraying. District 3 reported routine maintenance.

28. Motion by Hilton, second by Clark, to approve the following blanket purchase order: # 3609-3611. By vote: Furnas, aye; Hilton, aye; Clark, aye.

29. Jail inspection was done. The following Board members attended Mike Furnas, Robert Clark and Scott Hilton. Board members visited the tower at the jail. Jail staff reported they are happy with upgrades in equipment and software to maintain the jail safety. Board Members viewed the live scan machine and viewed a previous scan. Jail staff reported the training and equipment is working well. Members viewed the kitchen and jail staff reported the new stove is still working.

30. Motion by Clark, second by Hilton, to approve to adjourn. By vote: Furnas, aye; Hilton, aye; Clark, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

Crossland Construction Company is accepting bids for the N.E.O. Sim Lab Renovation in Miami, Oklahoma. A complete scope of work and bid package/bid form can be obtained through the contacts listed below. Potential subcontractors must meet Crossland's qualification requirements (insurance, safety policies, bonding, etc). Pre-bid conference will be held on April 4th at 9 A.M. at the Dr. Dale Creech NEO Library Administration Building in Miami, OK. Attendance of the pre-bid conference is encouraged, but not required. Bids are due by 2:00 PM on April 16th, 2024. Bids will only be accepted at the Dr. Dale Creech NEO Library Administration Building in Miami, OK on the proper bid form. If you are interested in bidding on this project, please contact Nick Humble at nhumble@crossland.com or Nathan Lopp at nlopp@crossland.com. Main office phone is 620-429-1414.

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any, as authorized by the Note and Mortgage.

WITNESS my hand and official seal in Ottawa County, Oklahoma, this 11th day of March, 2024.

Cassie L Key, Court Clerk
By: /s/ P. Blalock

John Seidenberger,
OBA # 30715
Brian G. Sayer, OBA # 32966
Garrad D. Mitchell, OBA #34055
THE SAYER LAW GROUP, P.C.
925 E. 4th St.
Waterloo, IA 50703
Tel: (319) 234-2530
Facsimile: (319) 232-6341
OKupdates@sayerlaw.com
ATTORNEY FOR PLAINTIFF

(Published in the Miami News Record March 22, 29, and April 5, 2024)
LPXLP

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In re the Matter of:
GILBERTO BECERRA,
Petitioner

V.

MARIA FRANCISCO,
Respondent.

Case No.: FP-2024-4
NOTICE BY PUBLICATION

THE STATE OF OKLAHOMA
TO: MARIA FRANCISCO

You will take notice that you have been sued in the above named Court by the Petitioner for Paternity, on the grounds of abandonment of the minor child, S.A.B.F., born June 2006, and for custody and child support of said minor child. Unless you answer the petition filed by this Petitioner in said Court on or before the 11th day of May 2024, said petition will be taken as true and judgment granting the Petitioner's Paternity Action against you and for complete legal custody of said minor child, limiting your visitation to only supervised visitation with said minor child, and child support for the maintenance of said minor child rendered according to the prayer thereof.

WITNESS MY HAND AND SEAL this 27th day of March, 2024.

/s/ F. Henry
COURT CLERK

Sara M. Schmook, OBA #31216
The Schmook Law Firm
2930 S. Yale Avenue
Tulsa, OK 74114
(918) 505-4870/
(918) 513-5724 facsimile
Sara@SchmookLaw.com
Attorney for the Petitioner

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

Ottawa County Emergency Food and Shelter Program

Ottawa County Local Board #7034-00 has been awarded $9,501.00 for Phase 41 in federal funds made available through the Department of Homeland Security/ Federal Emergency Management Agency under the Emergency Food and Shelter National Board Program to supplement emergency food and shelter programs in the county.

The selection was made by a National Board that is chaired by the U.S. Department of Homeland Security's Federal Emergency Management Agency and consists of representatives from American Red Cross; Catholic Charities, USA; National Council of the Churches of Christ in the U.S.A.; The Jewish Federations of North America; The Salvation Army; and

*Please see Legals, Page 12

NOW HIRING
Miami News-Record
Writing Intern & Marketing Intern
Part time position M-F Hours Vary
MUST BE RELIABLE
Apply in person with resume at
1 N Main St Miami OK
Or Email Resume to
news@reidnewspapers.com

22

Bill

• Continued from Page 5

Oklahoma Historical Society through its Oklahoma Heritage Preservation Grant Program. The grant program encourages the collection, preservation, and sharing of Oklahoma history at the grassroots level in all parts of the state.

Grants were awarded based on a process that included staff evaluation utilizing weighted criteria and a secondary evaluation by a subcommittee of the OHS Board of Directors. I'm incredibly excited that these two organizations in our House district qualified for this funding. I can't wait to see the finished projects.

Now that we're mid-way through the legislative session, our focus will turn toward finishing the state budget. Work on this has already been long underway, but we'll have to make final decisions about which state agencies get what portion of state appropriated dollars to deliver programs and services to our citizens.

As always, we expect education to get the largest amount of funding, followed by public health, human services, transportation, public safety, and more.

We have $13.96 billion to appropriate for Fiscal Year 2025, which starts July 1. This is $1.55 billion, or 12.5% more than for Fiscal Year 2024. As in years past, we likely will not appropriate the full amount. The House would still like to return more of this money to our taxpayers, but the Senate will have to comply.

Steve Bashore serves District 7 in the Oklahoma House of Representatives. His district includes Ottawa County and parts of Craig and Delaware counties.

EARLY VOTING BEGINS MARCH 28

Early voting for the April 2 Election begins Thursday, March 28, for voters in Ottawa County. Voters who will not be able to make it to the polls on Election Day, have the option of voting early at their county election board.

Ottawa County Election Board Secretary Paige Bearden said early voting is open to all voters.

"You do not need to provide an excuse to vote early. Oklahoma allows early voting for all elections conducted by the county election board or State Election Board—from school board and municipal elections to state and federal elections. This is a great option for those who will be out of town on Election Day or who want to avoid long lines," Bearden said.

Early voting is available Thursday, March 28, and Friday, March 29, from 8 a.m. to 6 p.m. at the Ottawa County Courthouse Annex located at 123 East Central Avenue in Miami. Bearden reminds voters that early voting is not available at polling locations.

Some voters may need assistance to vote because they are blind or visually disabled, physically disabled or infirmed, or illiterate. Such individuals may request to have an assistant or vote privately and independently using the AIT device attached to the voting device. Those who require assistance should talk to their precinct official or contact the County Election Board directly for instructions.

For questions, please contact the election board at 918-542-2893 or ottawacounty@elections.ok.gov. You can also find the Ottawa County Election Board on Facebook at Ottawa County Election Board.

LEGALS

NOTICE TO THE PUBLIC OF PUBLIC COMMENT PERIOD FOR THE 2024-2027 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM.

The Oklahoma Department of Transportation is seeking public comment on the Statewide Transportation Improvement Program (STIP) for federal fiscal years 2024 through 2027. The full proposed FFY 2024-2027 STIP can be viewed online at www.ODOT.org by clicking the Programs and Projects tab and then clicking Transportation Programs. Comments may be made via email to Michael Flynn at Michael.flynn@odot.ok.gov or in writing to Oklahoma Department of Transportation, Project Management Division, 200 NE 21st Street, Oklahoma City, Oklahoma, 73105. Comments will be taken until April 4th 2024.

March 11, 2024

1. The Ottawa County Board of Commissioners met in regular session at 9:00 A.M. on Monday, March 18, 2024 with the following members present: Chairman Mike Furnas, Commissioners Scott Hilton, and Robert Clark. Notice of the meeting was posted at the south door of the Ottawa County Courthouse March 4, 2024 at 12:59 P.M. Commissioners' Meeting Agendas and Minutes can also be found online at ottawa.okcounties.org.

2. The Pledge of Allegiance was recited.

3. Motion Hilton, second by Clark, to approve regular minutes of March 4th, 2024. By vote: Hilton, aye; Clark, aye; Furnas, aye.

4. Motion by Hilton, second by Clark, claims presented to the Board for payment. By vote: Clark, aye; Hilton, aye, Furnas, aye.

6. Motion by Hilton, second by Clark, to approve Resolution # 2024.4. Disposing of Equipment. Requesting to deem 1984 Rubber Tire Loader 99-149 case W20C Serial # 9155827 as surplus. Requested by District # 3. By vote: Clark, aye; Hilton, aye; Furnas, aye.

7. Motion by Hilton, second by Clark, to approve Detention Transportation Claim from State of Oklahoma Office of Juvenile Affairs District 2 JSU in the amount $ 65.19. By vote: Clark, aye; Hilton, aye; Furnas, aye.

8. Motion by Hilton, second by Clark, to approve lease purchase of a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821 from State Bid Contract # SW035 in the amount of $45,210.20 on behalf of the Miami Fire Department. By vote: Clark, aye; Hilton, aye; Furnas, aye.

9. Motion by Hilton, second by Clark, to approve lease purchase agreement by and between Welch State Bank and the Board of County Commissioners of Ottawa County on behalf of Miami Fire Department to purchase a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821. By vote: Clark, aye; Hilton, aye; Furnas, aye.

10. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and Possible vote to enter into Executive Session to 25 O.S., Section 307(B)(4) to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to Consider/Action Re: Possible Executive Session pursuant to 25 O.S., Section 307.B.1.4 to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and possible vote to adjourn Executive Session and reconvene in Open Session. Counsel may appear telephonically. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Hilton, second by Clark, to take no action. Consider/Action Re: Discussion and possible vote on actions related to pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, with counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

18. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #0901 in the amount of $30,000.00 from the Oklahoma Cooperative Circuit Engineering Districts Board Solid Waste Program into account #1102 (District 1) for chipper. By vote: Clark, aye; Hilton, aye; Clark, aye.

24. Commissioners' activity reports: District 1 reported gearing up for spring, updating local agreements, and local road partnerships. District 2 reported routine maintenance. District 3 reported spraying, hauling rocks/spring work and routine maintenance.

Motion by Hilton, second by Clark, to approve the following blanket purchase order: #3530-3533. By vote: Clark, aye; Hilton, aye; Furnas, aye.

25. Motion by Hilton, second by Clark, to approve to adjourn. By vote: Clark, aye; Hilton, aye; Furnas, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 22, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any, as authorized by the Note and Mortgage.

WITNESS my hand and official seal in Ottawa County, Oklahoma, this 11th day of March, 2024.

Cassie L Key, Court Clerk
By: /s/ P. Blalock

John Seidenberger,
OBA # 30715
Brian G. Sayer, OBA # 32966
Garrad D. Mitchell, OBA #34055
THE SAYER LAW GROUP, P.C.
925 E. 4th St.
Waterloo, IA 50703
Tel: (319) 234-2530
Facsimile: (319) 232-6341
OKupdates@sayerlaw.com
ATTORNEY FOR PLAINTIFF

(Published in the Miami News Record March 22, 29, and April 5, 2024)
LPXLP

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In the Matter of the Estates of DEBRA SUE MORRIS, deceased.

Case No. PB-2023-42
NOTICE OF HEARING FINAL ACCOUNT AND PETITION FOR DETERMINATION OF HEIRSHIP AND FOR DISTRIBUTION OF ESTATE

Notice is hereby given that Patricia Rawlins, the duly appointed and qualified Personal Representative of the above captioned estate, has filed in this Court a Final Account and Report of the administration of said estate and a Petition for determination of heirship, distribution of said estate, and discharge; said hearing of the same has been fixed by the Judge of the Court for the 18th day of April, 2024, at 9:30 a.m., at the courtroom of said Court in the Ottawa County Courthouse at Miami, in the County and State aforesaid, and all persons interested in said estate are notified then and there to appear and show cause, if any they have, why said account should not be settled and allowed, and said estate distributed and the Personal Representative discharged.

Dated this 12th day of March, 2024.

/s/ R. Matt Whalen
Judge of the District Court

Travis Hartley, OBA #20238
Andrew Meloy, OBA #22649
THE HARTLEY LAW FIRM PLLC
177 W. Delaware,
P. O. Box 553
Vinita, Oklahoma 74301
918/256-2100
FAX 918/256-2121
Attorneys for Personal Representatives

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOW HIRING
Miami News-Record
Writing Intern & Marketing Intern
Part time position M-F Hours Vary
MUST BE RELIABLE
Apply in person with resume at
1 N Main St Miami OK
Or Email Resume to
news@reidnewspapers.com

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-16B With HK Electric for Annual On-Call, As Needed, Electrician Service (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent up Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
HK Elelctric - Annual On Call As Needed Electrician Service C24-16B 05062024.pdf
HK Electric Adobe Scan May 08, 2026 (1).pdf

CONTRACT NO.: C24-16b

CONTRACT
ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE (C24-16)

This Contract is made this 6th day of May, 2024, by and between the City of Miami ("CITY"), a municipal corporation, and the Miami Special Utility Authority, a public trust, located in the County of Ottawa, State of Oklahoma, and HK Electric ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, not to exceed a 3% increase upon annual renewal.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

5/6/24

City of Miami Date
Bless Parker, Mayor

Heather Gus 5/7/24

Contractor Date

Title: Owner, HK Electric

Attest:

Melissa Moore

Melissa Moore, City Clerk

5/6/24

MSUA Date
Bless Parker, Chairman

Attest:

Melissa Moore

Melissa Moore, City Clerk

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. RE: Solicitation No. C24-16

2. Bidder General Information:

   FEI/SSN: 59-3813899 Supplier ID: _____

   Company Name: HK Electric, LLC

3. Bidder Contact Information:

   Address: 510 E. Central

   City: Miami, OK 74354 State: OK Zip Code: 74354

   Contact Name: Heath Gaines Title: Owner

   Phone # 918-533-5251 Fax # —

   Email: hkelectric@live.com Website: —

4. Oklahoma Sales Tax Permit:

   ☐ YES – Permit # _____

   ☑ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. Registration with the Oklahoma Secretary of State:

   ☑ YES – Filing # 3512078810

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. Workers' Compensation Insurance Coverage:

   ☑ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Heath Gaines
Authorized Signature

4/1/24
Date

BID FORM
C24-16

Employee Description	Cost per Hour
Contractor	$ 75.00 per hour (non-emergency) $ 105.00 per hour (after 5 p.m./emergency)
Apprentice	$ 30.00 per hour (non-emergency) $ 50.00 per hour (after 5 p.m./emergency)
Journeyman	$ 75.00 per hour (non-emergency) $ 105.00 per hour (after 5 p.m./emergency)

Signature of bidder / authorized agent:

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Heath Gaines, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of HK Electric, LLC, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 29 day of March 20 24.

HK Electric, LLC
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 29 day of March, 20 24.

(Seal)

OFFICIAL SEAL
JEANIE WILLIAMSON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 02005949 EXP. 04-22-2026

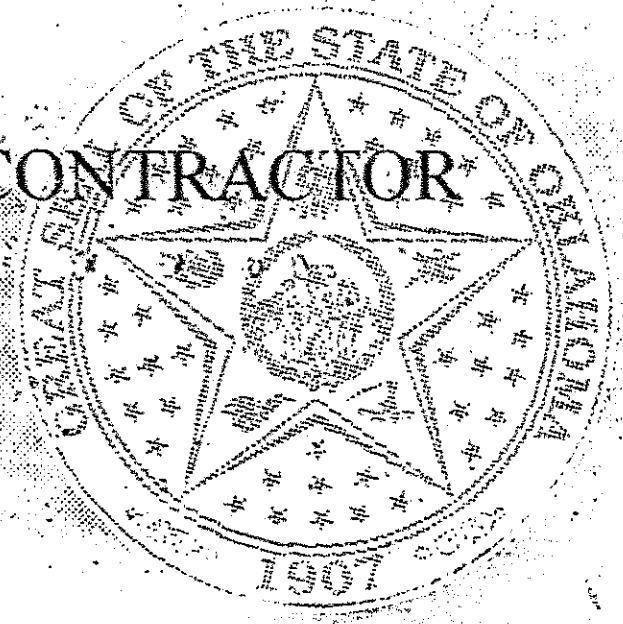
Jeanie Williamson
Notary Public

My Commission Expires: 4-22-2026

EXPIRES 2024/09/30 059143

HEATH S GAINES

UNLIMITED 059143
ELECTRICAL CONTRACTOR



MIAMI
City of Vision, Spirit & Opportunity

LIEN RELEASE

WHEREAS, HK Electric, LLC has contracted with the City of Miami to furnish materials and/or labor and services for

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

Contract #: C24-16

THEREFORE, the undersigned Contractor does hereby certify and warrant that they have made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work and have received payment in accordance with the contract through the date of this Release. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Miami, its agents, and the contract improvements and real property.

Contractor: HK Electric, LLC

Authorized Agent: Heath Gaines

Typed or Printed Name: Heath Gaines

Title: Owner

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

Before me, a Notary Public in and for said County and State, on this 29 day of March, 2024. Personally appeared Heath Gaines, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office, the day and year above written.

(Seal) OFFICIAL SEAL
JEANIE WILLIAMSON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 02005949 EXP. 04-22-2026

Jeanie Williamson
Notary Public

My Commission Expires: 4-22-2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2024

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
Arthur J. Gallagher Risk Management Services, LLC
PO Box 100
Plattenville LA 70393

CONTACT NAME: Melaina Crochet
PHONE (A/C, No, Ext): 985-513-5057 FAX (A/C, No): 866-418-6616
E-MAIL ADDRESS: melaina_crochet@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Mutual Insurance Company	40371
INSURER B : Progressive Northern Insurance Company	38628
INSURER C : Property and Casualty Ins Co of Hartford	34690
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HK Electric, LLC
510 E Central
Miami, OK 74354
HKELECT-01

COVERAGES **CERTIFICATE NUMBER:** 866705361 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CGSOK12191	3/31/2024	3/31/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			960483197	8/8/2023	8/8/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			38WECAC6UL2	4/1/2024	4/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

City of Miami
PO Box 1288
Miami OK 74355
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2024

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
Arthur J. Gallagher Risk Management Services, LLC
PO Box 100
Plattenville LA 70393

CONTACT NAME: Melaina Crochet
PHONE (A/C, No, Ext): 985-513-5057 FAX (A/C, No): 866-418-6616
E-MAIL ADDRESS: melaina_crochet@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Mutual Insurance Company	40371
INSURER B : Progressive Northern Insurance Company	38628
INSURER C : Property and Casualty Ins Co of Hartford	34690
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HK Electric, LLC
510 E Central
Miami OK 74354
HKELECT-01

COVERAGES **CERTIFICATE NUMBER:** 1192943752 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CGSOK12191	3/31/2024	3/31/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			960483197	8/8/2023	8/8/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		38WECAC6UL2	4/1/2024	4/1/2025	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory In NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
MSUA and City of Miami are named as additional insureds on General Liability policy, as required by written contract.

CERTIFICATE HOLDER

MSUA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # C24-16 FY 24/25

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Electrician Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: Facilities Construction Project? [ ] Yes [ ] No Primary: Rodney Henry Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: On-Call Electrician. Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [X] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial KA.
4. PROJECT TEAM	Finance, Purchasing, _____, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ _____ [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [X] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [X] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Various Proj #: _____ Approved Capital Improvement Project: [ ] Yes [ ] No Jill DA ~~Municipal Finance Manager Signature~~ Funds available as of: 4-25-24 Date SOS# 1900634766 Booth 3512078810 H+K

24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

PUBLICATION

FOR

SEALED-BIDS

MIAMI NEWS-RECORD
PO BOX 940
MIAMI, OK 74355

LEGAL PUBLICATION INVOICE

March 29, 2024

City of Miami
Attn: Elizabeth Sanders
P.O. Box 1288
Miami, Oklahoma 74355-1288

Date(s)	Amount	Description:
03-22-24	$ 36.30	Solicitation C24-16, Annual On-Call, As-Needed, Electrician Service
03-29-24	$ 33.86	Solicitation C24-16, Annual On-Call, As-Needed, Electrician Service

Please pay this amount: $ 70.16

Please be advised, statements are not mailed for legal notices.

Prompt payment from this invoice appreciated!

To pay with a card, please call (405) 818-4677

RECEIVED
APR 01 2024
BY: CS

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

AFFIDAVIT OF PUBLICATION

County of Ottawa, State of Oklahoma

Miami News Record
P.O. Box 940
Miami OK, 74355
580-772-3301

I, **Phillip Reid**, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of MIAMI NEWS RECORD, a Newspaper publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Miami, for the County of Ottawa, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

PUBLICATION DATES:
March 22, 2024
March 29, 2024

Signature above, Phillip R. Reid, Publisher

Signed and sworn to before me
on this 29 day of March, 2024.

Gayle Clark, Notary Public

My Commission expires: December 23, 2026.
Commission # 14011360

(SEAL)

GAYLE CLARK NOTARY # 14011360 EXP. 12/23/26 PUBLIC STATE OF OKLAHOMA

PUBLICATION FEE: $70.16
Calculation measurement:
214 words, 6 tabular lines, two insertions

LEGALS

March 18, 2024

1. The Ottawa County Board of Commissioners met in regular session at 9:00 A.M. on Monday, March 18, 2024 with the following members present: Chairman Mike Furnas, Commissioners Scott Hilton, and Robert Clark. Notice of the meeting was posted at the south door of the Ottawa County Courthouse March 13, 2024 at 10:47 A.M. Commissioners' Meeting Agendas and Minutes can also be found online at ottawa.okcounties.org.

2. The Pledge of Allegiance was recited.

3. Motion Hilton, second by Clark, to approve regular minutes of March 11th, 2024. By vote: Furnas, aye; Hilton, aye; Clark, aye.

4. Motion by Hilton, second by Clark, claims presented to the Board for payment: 2023-2024 General 1862, DISTRICT ATTORNEY, 52000.00, SALARY 1863, FLEETCOR TECHNOLOGIES*, 1100.67, FUEL 1864, FLEETCOR TECHNOLOGIES*, 1152.64, FUEL 1865, LAKELAND OFFICE SYSTEMS *, 123.41, MAINTENANCE AGREEMENT 1866, LAKELAND OFFICE SYSTEMS *, 147.37, MAINTENANCE AGREEMENT 1867, MIAMI FIRE PROTECTION*, 130.00, INSPECTIONS 1868, CITY OF MIAMI, 7375.00, SERVICE AGREEMENT 1869, SPARKLIGHT, 607.05, UTILITIES 1870, TIGER CORRECTIONAL SERVICES, 2840.86, INMATE NUTRITION 1871, TIGER CORRECTIONAL SERVICES, 2990.03, INMATE NUTRITION 1872, TIGER CORRECTIONAL SERVICES, 2828.06, INMATE NUTRITION 1873, EASY ICE LLC, 201.97, SUBSCRIPTION 1874, HOMETOWN WATER & COFFEE SERVICE, 16.00, BOTTLED WATER 1875, OSU COOP EXT SERVICE*, 10666.66, CONTRACT AGREEMANT 1876, CAPITAL ONE, 230.43, OFFICE SUPPLIES 1877, SPARKLIGHT, 236.20, CABLE SERVICE 1878, PITNEY BOWES INC, 248.97, OFFICE SUPPLIES 1879, HOMETOWN WATER & COFFEE SERVICE, 8.00, BOTTLED WATER 1880, HAMPTON INN, 321.00, LODGING 1881, OSU CTP, 40.00, TRAINING 1882, ACE HARDWARE, 233.59, PARTS 1883, CUMMINS SALES AND SERVICE, 735.30, MAINTENANCE AGREEMENT 1884, COMDATA, 100.23, FUEL 1885, OSU CTP, 40.00, TRAINING 1886, A T & T MOBILITY, 47.18, PHONE BILL 1887, MIAMI NEWS-RECORD, 162.15, LEGAL NOTICE 1888, BOLT FIBER, 213.81, INTERNET SERVICE 1889, LAKELAND OFFICE SYSTEMS *, 29.44, CONTRACT BASE RATE CHARGE 1890, OTTAWA CO ELECTION BRD, 270.00, POLLING PLACE 1891, CHAD HOLCOMB, 88.86, TRAVEL EXPENSES 1892, OK EMERGENCY MGMT ASSOC, 768.12, MEMBERSHIP DUES 1893, COMDATA, 263.33, FUEL 1894, KELLPRO INC*, 36.00, SOFTWARE LICENSE 1895, AT & T MOBILITY, 87.22, PHONE BILL 1896, OTTAWA CO FAIRBOARD, 63.00, FAIR PREMIUMS; Health 191, CAPITAL ONE, 98.06, OFFICE SUPPLIES 192, QUILL CORPORATION*, 260.54, OFFICE SUPPLIES 193, ORKIN, 48.63, PEST CONTROL 194, AED BRANDS LLC, 200.93, MEDICAL SUPPLIES 195, QUADIENT LEASING USA, 482.85, LEASE PAYMENT; Highway 1014, QUAPAW NATION UTILITIES AUTH, 54.00, UTILITIES 1015, ADMIRAL EXPRESS INC*, 240.76, OFFICE FURNITURE 1016, AUTOMOTIVE OF FAIRLAND*, 26.63, PARTS 1017, STATE FARM INSURANCE, 30.00, NOTARY BOND 1018, OK SECRETARY OF STATE, 20.00, NOTARY RENEWAL 1019, OK SECRETARY OF STATE, 10.00, NOTARY FILING FEE 1020, WELCH STATE BANK*, 9509.97, LEASE PURCHASE 1021, KARNES PRO TIRE*, 158.00, TIRES 1022, BO S TIRE & WELDING, 100.00, TIRE REPAIRS 1024, LAKELAND PETROLEUM, 1576.70, FUEL 1025, LAKELAND OFFICE SYSTEMS *, 65.09, LEASE PAYMENT; Hwy-ST 418, MIAMI INDUSTRIAL SUPPLY*, 82.74, REPAIRS 419, KUBOTA OF NORTHWEST ARKANSAS, 741.63, REPAIRS 420, LONGAN CONSTRUCTION CO*, 268.75, ASPHALT 421, OTTAWA COUNTY TAG OFFICE, 51.50, VEHICLE TAGS 422, M&J EQUIPMENT SERVICES LLP, 4787.68, VEHICLE REPAIR 423, M&J EQUIPMENT SERVICES LLP, 11850.05, VEHICLE REPAIR 424, M&J EQUIPMENT SERVICES LLP, 3094.12, VEHICLE REPAIR; Law Library 1, LAW LIBRARY REVOLVING FUND, 9306.46, REIMBURSAL 2, LAW LIBRARY REVOLVING FUND, 6461.33, REIMBURSAL 3, LAW LIBRARY REVOLVING FUND, 11817.19, REIMBURSAL; ML Fee 7, HAMPTON INN & SUITES NORMAN, 214.00, LODGING; Mtg Cert 19, JOLENE HOOPER, 100.00, OFFICE CLEANING; Rural Fire-ST 109, A T & T, 371.65, PHONE BILL; SH Commissary 96, TIGER COMMISSARY SERVICES INC*, 766.71, COMMISSARY 97, TIGER COMMISSARY SERVICES INC*, 1067.48, COMMISSARY; SH Svc Fee 123, WORKING HANDS CAR WASH LLC, 65.75, VEHICLE MAINTENANCE 124, KARNES PRO TIRE*, 50.00, TIRE REPAIRS 125, TELECOMP HOLDING INC, 878.50, UTILITIES 126, ALDEN CLINICAL EVAL SERVICES PLLC, 90.00, DEPUTY TRAINING 127, SPEEDY CASH PAWN LLC, 555.00, DEPUTY UNIFORMS 128, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 129, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 130, OK TAX COMMISSION*, 11.00, VEHICLE TAGS 131, A T & T, 81.68, PHONE BILL 132, BOLT FIBER, 345.17, CABLE SERVICE 133, TRANSUNION RISK AND ALTERNATIVE, 160.00, UTILITIES 134, A T & T, 2728.98, 135, BROOKS GREASE SERVICE INC*, 525.00, GREASE, By vote: Furnas, aye; Hilton, aye; Clark, aye.

6. Motion by Hilton, second by Clark, to approve authorization to precede with cremation for 64-year-old Ottawa County resident Annette Askey, and prepare a letter to the Chief Medical Examiners Office for the CME 19 P Fee to be waived for our indigent resident in Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

7. Motion by Hilton, second by Clark, to approve from Turner and Associates, PLC. Agreement to prepare the Financial Statement of Ottawa County, which comprise the annual statement of receipts, disbursements, and changes in fund balance-regulatory basis, for the year ending June 30, 2024. By vote: Furnas, aye; Hilton, aye; Clark, aye.

8. Motion by Hilton, second by Clark, to approve from Turner and Associate, PLC. Annual agreement of acceptance for the preparation of 2023-2024 Financial Statement, 2024-2025 Budget and 2024-2025 Publication Sheet prescribed by the State of Oklahoma for Ottawa County. By vote: Furnas, aye; Hilton, aye; Clark, aye.

9. Motion by Hilton, second by Clark, to approve cost per image agreement by and between Great America Financial Services and Board of County Commissioners of Ottawa County on behalf of Ottawa County Health Department. By vote: Furnas, aye; Hilton, aye; Clark, aye.

10. Motion by Hilton, second by Clark, to approve Resolution # 2024.5 Requesting to reduce the speed limit on County Road South 670 Road and recognize as School Zone. Requested by District # 2. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to approve Resolution # 2024.6 Requesting change in signers on the Ottawa County Official Depository Account with Security Bank & Trust of Miami, OK. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Clark, second by Furnas, to solicit for sealed bid to surplus 1984 Rubber tire loader 99-149 Case W20 Serial # 9155827. Requested by District # 3. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Clark, second by Furnas, to approve ODOT form 324a Requesting to approve invoice for condemnation professional services to Hartley Law Firm, PLLC in the amount of $3,500.00. By vote: Furnas, aye; Hilton, aye; Clark, aye.

14. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

15. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: SE NW (UND 1/36 INT) SEC 17 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

16. Motion by Hilton, second by Clark, to approve transcript of proceeding on sale of county property acquired at resale on the following property described as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

17. Motion by Hilton, second by Clark, to approve county deed to Matt Evans and/or Robert C. Freeman in the amount of $ 50.00. Legal Description as follows: W2 SW & NE SW (UND 1/9 OF 1/24 INT 120 AC) SEC 28 TWP 29 RNG 23, Ottawa County, Oklahoma, according to the recorded plat thereof. By vote: Furnas, aye; Hilton, aye; Clark, aye

18. District Attorney Doug Pewitt and the Board discussed judgment payment processes/methods available to the County for the purpose of planning and preparing for payment of the judgment expected in the case of Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B. Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma. Per the District Attorney Doug Pewitt and his staff research there are three options to pay the judgement against the County: Ad Valorem Tax increase, Bond Issue or Sales Tax increase. Board will decide which option is best and put it to the vote of the citizens. No action was taken at this time.

23. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #1426 in the amount of $3,086.80 from R6 Recycling; Ck. # 1439 in the amount $ 594.00 from R6 Recycling; Ck. # 13638 in the amount of $ 2,233.66 from the Town of Quapaw. By vote: Furnas, aye; Hilton, aye; Clark, aye

26. Commissioners' activity reports: District 1 reported spraying at line-of-sight issues and problems with illegal dumping on County Roads. District 2 reported routine maintenance and started spraying. District 3 reported routine maintenance.

28. Motion by Hilton, second by Clark, to approve the following blanket purchase order: # 3609-3611. By vote: Furnas, aye; Hilton, aye; Clark, aye.

29. Jail inspection was done. The following Board members attended Mike Furnas, Robert Clark and Scott Hilton. Board members visited the tower at the jail. Jail staff reported they are happy with upgrades in equipment and software to maintain the jail safety. Board Members viewed the live scan machine and viewed a previous scan. Jail staff reported the training and equipment is working well. Members viewed the kitchen and jail staff reported the new stove is still working.

30. Motion by Clark, second by Hilton, to approve to adjourn. By vote: Furnas, aye; Hilton, aye; Clark, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

Crossland Construction Company is accepting bids for the N.E.O. Sim Lab Renovation in Miami, Oklahoma. A complete scope of work and bid package/bid form can be obtained through the contacts listed below. Potential subcontractors must meet Crossland's qualification requirements (insurance, safety policies, bonding, etc). Pre-bid conference will be held on April 4th at 9 A.M. at the Dr. Dale Creech NEO Library Administration Building in Miami, OK. Attendance of the pre-bid conference is encouraged, but not required. Bids are due by 2:00 PM on April 16th, 2024. Bids will only be accepted at the Dr. Dale Creech NEO Library Administration Building in Miami, OK on the proper bid form. If you are interested in bidding on this project, please contact Nick Humble at nhumble@crossland.com or Nathan Lopp at nlopp@crossland.com. Main office phone is 620-429-1414.

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any, as authorized by the Note and Mortgage.

WITNESS my hand and official seal in Ottawa County, Oklahoma, this 11th day of March, 2024.

Cassie L Key, Court Clerk
By: /s/ P. Blalock

John Seidenberger,
OBA # 30715
Brian G. Sayer, OBA # 32966
Garrad D. Mitchell, OBA #34055
THE SAYER LAW GROUP, P.C.
925 E. 4th St.
Waterloo, IA 50703
Tel: (319) 234-2530
Facsimile: (319) 232-6341
OKupdates@sayerlaw.com
ATTORNEY FOR PLAINTIFF

(Published in the Miami News Record March 22, 29, and April 5, 2024)
LPXLP

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In re the Matter of:
GILBERTO BECERRA,
Petitioner

V.

MARIA FRANCISCO,
Respondent.

Case No.: FP-2024-4
NOTICE BY PUBLICATION

THE STATE OF OKLAHOMA
TO: MARIA FRANCISCO

You will take notice that you have been sued in the above named Court by the Petitioner for Paternity, on the grounds of abandonment of the minor child, S.A.B.F., born June 2006, and for custody and child support of said minor child. Unless you answer the petition filed by this Petitioner in said Court on or before the 11th day of May 2024, said petition will be taken as true and judgment granting the Petitioner's Paternity Action against you and for complete legal custody of said minor child, limiting your visitation to only supervised visitation with said minor child, and child support for the maintenance of said minor child rendered according to the prayer thereof.

WITNESS MY HAND AND SEAL this 27th day of March, 2024.

/s/ F. Henry
COURT CLERK

Sara M. Schmook, OBA #31216
The Schmook Law Firm
2930 S. Yale Avenue
Tulsa, OK 74114
(918) 505-4870/
(918) 513-5724 facsimile
Sara@SchmookLaw.com
Attorney for the Petitioner

(Published in the Miami News Record March 29, April 5 and 12, 2024)
LPXLP

Ottawa County Emergency Food and Shelter Program

Ottawa County Local Board #7034-00 has been awarded $9,501.00 for Phase 41 in federal funds made available through the Department of Homeland Security/ Federal Emergency Management Agency under the Emergency Food and Shelter National Board Program to supplement emergency food and shelter programs in the county.

The selection was made by a National Board that is chaired by the U.S. Department of Homeland Security's Federal Emergency Management Agency and consists of representatives from American Red Cross; Catholic Charities, USA; National Council of the Churches of Christ in the U.S.A.; The Jewish Federations of North America; The Salvation Army; and

*Please see Legals, Page 12

NOW HIRING
Miami News-Record
Writing Intern & Marketing Intern
Part time position M-F Hours Vary
MUST BE RELIABLE
Apply in person with resume at
1 N Main St Miami OK
Or Email Resume to
news@reidnewspapers.com

171

22

Bill

• Continued from Page 5

Oklahoma Historical Society through its Oklahoma Heritage Preservation Grant Program. The grant program encourages the collection, preservation, and sharing of Oklahoma history at the grassroots level in all parts of the state.

Grants were awarded based on a process that included staff evaluation utilizing weighted criteria and a secondary evaluation by a subcommittee of the OHS Board of Directors. I'm incredibly excited that these two organizations in our House district qualified for this funding. I can't wait to see the finished projects.

Now that we're mid-way through the legislative session, our focus will turn toward finishing the state budget. Work on this has already been long underway, but we'll have to make final decisions about which state agencies get what portion of state appropriated dollars to deliver programs and services to our citizens.

As always, we expect education to get the largest amount of funding, followed by public health, human services, transportation, public safety, and more.

We have $13.96 billion to appropriate for Fiscal Year 2025, which starts July 1. This is $1.55 billion, or 12.5% more than for Fiscal Year 2024. As in years past, we likely will not appropriate the full amount. The House would still like to return more of this money to our taxpayers, but the Senate will have to comply.

Steve Bashore serves District 7 in the Oklahoma House of Representatives. His district includes Ottawa County and parts of Craig and Delaware counties.

EARLY VOTING BEGINS MARCH 28

Early voting for the April 2 Election begins Thursday, March 28, for voters in Ottawa County. Voters who will not be able to make it to the polls on Election Day, have the option of voting early at their county election board.

Ottawa County Election Board Secretary Paige Bearden said early voting is open to all voters.

"You do not need to provide an excuse to vote early. Oklahoma allows early voting for all elections conducted by the county election board or State Election Board—from school board and municipal elections to state and federal elections. This is a great option for those who will be out of town on Election Day or who want to avoid long lines," Bearden said.

Early voting is available Thursday, March 28, and Friday, March 29, from 8 a.m. to 6 p.m. at the Ottawa County Courthouse Annex located at 123 East Central Avenue in Miami. Bearden reminds voters that early voting is not available at polling locations.

Some voters may need assistance to vote because they are blind or visually disabled, physically disabled or infirmed, or illiterate. Such individuals may request to have an assistant or vote privately and independently using the AIT device attached to the voting device. Those who require assistance should talk to their precinct official or contact the County Election Board directly for instructions.

For questions, please contact the election board at 918-542-2893 or ottawacounty@elections.ok.gov. You can also find the Ottawa County Election Board on Facebook at Ottawa County Election Board.

LEGALS

NOTICE TO THE PUBLIC OF PUBLIC COMMENT PERIOD FOR THE 2024-2027 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM.

The Oklahoma Department of Transportation is seeking public comment on the Statewide Transportation Improvement Program (STIP) for federal fiscal years 2024 through 2027. The full proposed FFY 2024-2027 STIP can be viewed online at www.ODOT.org by clicking the Programs and Projects tab and then clicking Transportation Programs. Comments may be made via email to Michael Flynn at Michael.flynn@odot.ok.gov or in writing to Oklahoma Department of Transportation, Project Management Division, 200 NE 21st Street, Oklahoma City, Oklahoma, 73105. Comments will be taken until April 4th 2024.

March 11, 2024

1. The Ottawa County Board of Commissioners met in regular session at 9:00 A.M. on Monday, March 18, 2024 with the following members present: Chairman Mike Furnas, Commissioners Scott Hilton, and Robert Clark. Notice of the meeting was posted at the south door of the Ottawa County Courthouse March 4, 2024 at 12:59 P.M. Commissioners' Meeting Agendas and Minutes can also be found online at ottawa.okcounties.org.

2. The Pledge of Allegiance was recited.

3. Motion Hilton, second by Clark, to approve regular minutes of March 4th, 2024. By vote: Hilton, aye; Clark, aye; Furnas, aye.

4. Motion by Hilton, second by Clark, claims presented to the Board for payment. By vote: Clark, aye; Hilton, aye, Furnas, aye.

6. Motion by Hilton, second by Clark, to approve Resolution # 2024.4. Disposing of Equipment. Requesting to deem 1984 Rubber Tire Loader 99-149 case W20C Serial # 9155827 as surplus. Requested by District # 3. By vote: Clark, aye; Hilton, aye; Furnas, aye.

7. Motion by Hilton, second by Clark, to approve Detention Transportation Claim from State of Oklahoma Office of Juvenile Affairs District 2 JSU in the amount $ 65.19. By vote: Clark, aye; Hilton, aye; Furnas, aye.

8. Motion by Hilton, second by Clark, to approve lease purchase of a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821 from State Bid Contract # SW035 in the amount of $45,210.20 on behalf of the Miami Fire Department. By vote: Clark, aye; Hilton, aye; Furnas, aye.

9. Motion by Hilton, second by Clark, to approve lease purchase agreement by and between Welch State Bank and the Board of County Commissioners of Ottawa County on behalf of Miami Fire Department to purchase a 2023 Ford F150 Crew Cab Vin # 1FTFW1E50PKF98821. By vote: Clark, aye; Hilton, aye; Furnas, aye.

10. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and Possible vote to enter into Executive Session to 25 O.S., Section 307(B)(4) to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

11. Motion by Hilton, second by Clark, to Consider/Action Re: Possible Executive Session pursuant to 25 O.S., Section 307.B.1.4 to discuss with counsel all aspects of pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, on the advice of and at the request of counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

12. Motion by Hilton, second by Clark, to Consider/Action Re: Discussion and possible vote to adjourn Executive Session and reconvene in Open Session. Counsel may appear telephonically. By vote: Furnas, aye; Clark, aye; Hilton, aye.

13. Motion by Hilton, second by Clark, to take no action. Consider/Action Re: Discussion and possible vote on actions related to pending litigation in Austin P. Bond, as Personal Representative of the Estate of Terral Ellis, II, deceased, Terral B Ellis, Sr., and Shelly Bliss v. The Sheriff of Ottawa County, in his official capacity, et al., Case No. 4:17-CV-00325-CRK-CDL, filed in the Northern District of Oklahoma, with counsel. Counsel may appear telephonically. By vote: Furnas, aye; Hilton, aye; Clark, aye.

18. Motion by Hilton, second by Clark, to approve the following check for deposit: Ck. #0901 in the amount of $30,000.00 from the Oklahoma Cooperative Circuit Engineering Districts Board Solid Waste Program into account #1102 (District 1) for chipper. By vote: Clark, aye; Hilton, aye; Clark, aye.

24. Commissioners' activity reports: District 1 reported gearing up for spring, updating local agreements, and local road partnerships. District 2 reported routine maintenance. District 3 reported spraying, hauling rocks/spring work and routine maintenance.

Motion by Hilton, second by Clark, to approve the following blanket purchase order: #3530-3533. By vote: Clark, aye; Hilton, aye; Furnas, aye.

25. Motion by Hilton, second by Clark, to approve to adjourn. By vote: Clark, aye; Hilton, aye; Furnas, aye.

Mike Furnas, Chairman
Robyn Mitchell,
Ottawa County Clerk
Miami News Record

(Published in the Miami News Record March 22, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-14

ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS

The City of Miami is requesting formal, SEALED bids for ELEVATOR SERVICE, MAINTENANCE, AND INSPECTIONS to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 12:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-14" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-15

ANNUAL ON-CALL ASPHALT PAVING SERVICES

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL ASPHALT PAVING SERVICES to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, until 11:00 A.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-15" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net , or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-16

ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, ELECTRICIAN SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 1:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-16" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOTICE OF REQUEST FOR FORMAL BIDS SOLICITATION C24-17

ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE

The City of Miami is requesting formal, SEALED bids for ANNUAL ON-CALL, AS-NEEDED, PLUMBING SERVICE to all properties owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Sealed bids will be received in person by Elizabeth Sanders, purchasing agent, until 2:00 P.M., April 23rd, 2024, at which time all eligible bids will be opened and read aloud. All eligible bids received prior to the stated time of bid opening will be evaluated by the Miami City Council to determine the lowest and most responsible bid offered to the City of Miami. Opening will take place in the office of the Purchasing Agent, located at the Miami Civic center, 129 5th Ave. NW, Miami, OK.

BIDS SHALL BE CLEARLY MARKED "C24-17" WITH THE BIDDER'S NAME CLEARLY WRITTEN ON THE ENVELOPE.

The City of Miami reserves the right to reject any and all bids.

Bid packets with specifications can be obtained by contacting Elizabeth Sanders, at (918) 541-2223, e-mail esanders@miamiokla.net or on the City of Miami's web site www.miamiokla.net.

Any bids received after the time set for the opening of bids, shall not be considered by the awarding authority, and shall be returned unopened to the proposer submitting same.

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

IN THE DISTRICT COURT OF OTTAWA COUNTY STATE OF OKLAHOMA

FIFTH THIRD BANK, NATIONAL ASSOCIATION, Plaintiff,

vs.

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased; NANCY KATHLEEN JONES; UNKNOWN SPOUSE, if any, of NANCY KATHLEEN JONES; and UNKNOWN OCCUPANTS, if any, of 14851 S 680 RD, WYANDOTTE, OK 74370; Defendants.

Case No. CJ-2024-8
Judge Jennifer McCaffrey

NOTICE BY PUBLICATION
Case No. CJ-2024-8
HONORABLE JENNIFER MCCAFFREY

UNKNOWN HEIRS, EXECUTORS, DEVISEES, TRUSTEES OR ASSIGNS, IF ANY OF CARL E. JONES, deceased, being Defendants and persons holding or claiming interest or lien in the subject property.

Take notice that you have been sued by Plaintiff, Fifth Third Bank, National Association, and that you must answer the Petition of said Plaintiff on file in said cause on or before May 5, 2024, or the allegations of said Petition will be taken as true and judgment rendered against you, awarding the Plaintiff a first mortgage lien upon the following described real estate situated in Ottawa County, Oklahoma, to-wit:

SE1/4 SE1/4 in Section 24, Township 27 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, according to the United States Government Survey thereof

in the sum as of 01/17/2024 of $151,629.97 together with interest, accrued and accruing, from that date, plus applicable recoverable advances, if any, as authorized by the Note and Mortgage.

WITNESS my hand and official seal in Ottawa County, Oklahoma, this 11th day of March, 2024.

Cassie L Key, Court Clerk
By: /s/ P. Blalock

John Seidenberger,
OBA # 30715
Brian G. Sayer, OBA # 32966
Garrad D. Mitchell, OBA #34055
THE SAYER LAW GROUP, P.C.
925 E. 4th St.
Waterloo, IA 50703
Tel: (319) 234-2530
Facsimile: (319) 232-6341
OKupdates@sayerlaw.com
ATTORNEY FOR PLAINTIFF

(Published in the Miami News Record March 22, 29, and April 5, 2024)
LPXLP

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY STATE OF OKLAHOMA

In the Matter of the Estates of DEBRA SUE MORRIS, deceased.

Case No. PB-2023-42
NOTICE OF HEARING FINAL ACCOUNT AND PETITION FOR DETERMINATION OF HEIRSHIP AND FOR DISTRIBUTION OF ESTATE

Notice is hereby given that Patricia Rawlins, the duly appointed and qualified Personal Representative of the above captioned estate, has filed in this Court a Final Account and Report of the administration of said estate and a Petition for determination of heirship, distribution of said estate, and discharge; said hearing of the same has been fixed by the Judge of the Court for the 18th day of April, 2024, at 9:30 a.m., at the courtroom of said Court in the Ottawa County Courthouse at Miami, in the County and State aforesaid, and all persons interested in said estate are notified then and there to appear and show cause, if any they have, why said account should not be settled and allowed, and said estate distributed and the Personal Representative discharged.

Dated this 12th day of March, 2024.

/s/ R. Matt Whalen
Judge of the District Court

Travis Hartley, OBA #20238
Andrew Meloy, OBA #22649
THE HARTLEY LAW FIRM PLLC
177 W. Delaware,
P. O. Box 553
Vinita, Oklahoma 74301
918/256-2100
FAX 918/256-2121
Attorneys for Personal Representatives

(Published in the Miami News Record March 22 and 29, 2024)
LPXLP

NOW HIRING
Miami News-Record
Writing Intern & Marketing Intern
Part time position M-F Hours Vary
MUST BE RELIABLE
Apply in person with resume at
1 N Main St Miami OK
Or Email Resume to
news@reidnewspapers.com

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the City of Miami and Miami Special Utility Authority and HK Electric, LLC (collectively "the parties") entered a written Contract for Annual On-Call, As Needed, Electrician Service ("Contract"), numbered C24-16b, on May 6, 2024; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 6, 2024, meeting of the City Council and Miami Special Utility Authority Board on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C24-16b for the second of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority Board.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-16b the terms of the original Contract C24-16b will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual On-Call, As Needed, Electrician Service, numbered C24-16b IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS 8th **DAY OF** May **, 2026**:

Bless Parker, Mayor

HK Electric, LLC

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, City Attorney

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18A With M&J Equipment for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
M&J Equipment.pdf
M&J Equipment Services - Open Trench & Boring Labor for Waterline Replacement C24-18A 06032024.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the parties entered into a written Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement ("Contract"), numbered C24-18a, on June 3, 2024; and

WHEREAS the introductory paragraph of said contract cites the names of the parties to said contract as "the City of Miami ("City")" and M&J Equipment Services, LLP ("Contractor"); and

WHEREAS the party identified as "the City of Miami ("City")" is correctly identified but should also include "the Miami Special Utility Authority ("MSUA")", which is a trust authority for whom the City of Miami is the sole beneficiary. Furthermore, the members of the City Council for the City of Miami are also the members of the Board of Trustees for the Miami Special Utility Authority.

WHEREAS the parties mutually agree hereby that the Contract should be amended to properly reflect that the City of Miami and the Miami Special Utility Authority ("MSUA")" have contracted with M&J Equipment Services, LLP in contract number C24-18a for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement on June 3, 2024;

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the City Council and the MSUA board on that same date.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-18a the terms of the original Contract C24-18a will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18a IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027; and

2. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18a IS HEREBY amended to reflect that the correct parties to said contract are, and will be known as, the City of Miami, Miami Special Utility Authority, and M&J Equipment Services, LLP.

SIGNED THIS ____ DAY OF _____, 2026:

Bless Parker, Mayor

M&J Equipment Services, LLP

ATTEST:

_____

Melissa Moore, City Clerk

Misty Barnes, City Attorney

CONTRACT NO.: C24-18A

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL AS NEEDED, ON-CALL, OPEN-TRENCH AND BORING LABOR FOR WATERLINE REPLACEMENT (C24-18)

This Contract is made this 3rd day of June, 2024, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, and M-J Equipment Services ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term; Limitation of Rate Increase. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, and that upon renewal any rate increase for the services subject to this Contract shall not exceed two percent (3%) over the previous year.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct

19

or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

20

i. Multiple Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. Paragraph Headings. The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. Survival. All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

6/3/24

City of Miami Date
Bless Parker, Mayor

7-26-24

Contractor Date

Title: Owner

Attest:

Melissa Moore
Melissa Moore, City Clerk

6/3/24

MSUA Date
Bless Parker, Chairman

Attest:

Melissa Moore
Melissa Moore, City Clerk

21

C24-18

On-Call Trench & Boring And Boring Labor For Waterline Replacement

M&J Equipment Services Bid

29

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. RE: Solicitation No. C24-18
2. Bidder General Information:

   FEI/SSN: 46-3335211

   Company Name: M&J Equipment Services
3. Bidder Contact Information:

   Address: 57400 E 170 RD

   City: Fairland State: OK Zip Code: 74343

   Contact Name: Max Davis Title: Owner

   Phone # 918-848-0590 Fax # _____

   Email: mnjservices1973@yahoo.com Website: _____
4. Oklahoma Sales Tax Permit:

   ☐ YES – Permit # _____

   ☒ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.
5. Registration with the Oklahoma Secretary of State:

   ☒ YES – Filing # _____

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.
6. Workers' Compensation Insurance Coverage:

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Max M — 4-30-24

Authorized Signature — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2024

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	CONTACT NAME: Jennifer Garza, CISR Elite	
Tedford Insurance - Vinita Branch 107 E. Canadian Ave. #3713 Vinita OK 74301	PHONE (A/C, No, Ext): (918) 299-2345	FAX (A/C, No): (918) 299-5441
	E-MAIL ADDRESS: jenniferg@tedfordinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
M&J Equipment Services LLP 57400 E 170 rd. Fairland OK 74343	INSURER A: Nautilus Insurance Company	17370
	INSURER B: Progressive Insurance Co.	
	INSURER C: IIAO Eagle Agency	
	INSURER D: Evanston Insurance Company	35378
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Liab **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NN1555686	05/18/2023	05/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			03317189	10/28/2023	04/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AN1266111	05/18/2023	05/18/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		03424618 23 1	05/22/2023	05/22/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			CPLMOL112949	08/31/2022	08/31/2024	General Aggregate Each Transportation Each Non-Owned Disposal	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Site Pollution Combi

CERTIFICATE HOLDER

City of Miami Oklahoma
PO Box 1288
Miami OK 74355

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

Jennifer Garza

© 1988-2015 ACORD CORPORATION. All rights reserved.

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT (C24-18)

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Max Davis, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of M&J Equipment Services, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source

acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 3 day of May 20 24.

M&J Equipment Services
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 3 day of May, 20 24.

(Seal) ANNETTA MCLAUGHLIN NOTARY # 16008861 EXP. 09/13/24 PUBLIC STATE OF OKLAHOMA

Annetta McLaughlin
Notary Public

My Commission Expires: 9/13/2024

MIAMI
City of Vision, Spirit & Opportunity

BID PROPOSAL AND QUOTE FORM

ANNUAL OPEN TRENCH and BORING LABOR

SOLICITATION NO: C24-18

Line Installation Unit Pricing				6/28/2022
Bidders may submit bids on all that apply to services available.				
Description	Qty	Unit	Unit Price	Total
Mobilization Per Project		LS	$1500	
4" HD Boring		LF		
6" HD Boring		LF		
8" HD Boring		LF		
12" HD Boring		LF		
14" HD Boring		LF		
4" HD Boring rock Add		LF		
6" HD Boring Add		LF		
8" HD Boring Rock Add		LF		
12" HD Boring Rock Add		LF		
14" HD Boring Rock Add		LF		
16" Steel Casing		LF		
20" Steel Casing		LF		
16" Steel Casing Rock Add		LF		
20" Steel Casing Rock Add		LF		
4" open trench		LF	$ 24.00	
6" open trench		LF	$ 26.00	
8" open trench		LF	$ 28.00	
12" open trench		LF	$ 32.00	
14"open trench		LF	$ 34.00	

4" open trench rock add		LF	$ 24.00	
6" open trench rock add		LF	$ 26.00	
8" open trench rock add		LF	$ 28.00	
12" open trench rock add		LF	$ 32.00	
14" open trench add		LF	$ 34.00	
4" connection to existing main		EA	$ 1200.00	
6" connection to existing main		EA	$ 1400.00	
8" connection to existing main		EA	$ 1600.00	
12" connection to existing main		EA	$ 2000.00	
14" connection to existing main		EA	$ 2200.00	
4" cap off of existing main		EA	$ 1000.00	
6" cap off of existing main		EA	$ 1200.00	
8" call off of existing main		EA	$ 1400.00	
12" cap off of existing main		EA	$ 1800.00	
14" cap off of existing main		EA	$ 2000.00	
Installation of 2" valve and valve box		EA	$ 1000.00	
installation of 4" valve and valve box		EA	$ 1200.00	
installation of 6" valve and valve box		EA	$ 1400.00	
Installation of 8" valve and valve box		EA	$ 1600.00	
Installation of 12" valve and valve box		EA	$ 2000.00	
Installation of 14" valve and valve box		EA	$ 2200.00	
Fire hydrant installation with valve included		EA	$ 1500.00	
2" long Taps		EA	$ 2000.00	
2" short taps		EA	$ 1000.00	
1" long Taps		EA	$ 1800.00	

1" short taps		EA	$ 800.00	
3/4" long taps		EA	$ 1800.00	
3/4" short taps		EA	$ 800.00	
4" Fire Line Connection to include valve and valve box		EA	$ 1400.00	
6" Fire Line Connection to include valve and valve box		EA	$ 1600.00	
8" Fire Line Connection to include valve and valve box		EA	$ 1800.00	
Curb and Gutter		LF		
4" concrete repair sidewalk		SF	$ 20.00	
4" concrete repair driveway		SF	$ 20.00	
6" concrete repair sidewalk		SF	$ 30.00	
6" concrete repair driveway		SF	$ 30.00	
8" concrete repair sidewalk		SF	$ 40.00	
8" concrete repair driveway		SF	$ 40.00	
Asphalt patch		SF		
Traffic control		PER DAY		
Dirt work		Per Yard	$ 1500.00	
install Sod		Per Yard	$ 2500.00	
Straw/ Grass Seed		Per Yard	$ 1000.00	
Total Price				

All Materials to be provided by owner-Miami Special Utility Authority
BACTI Line test performed by the City
All Lines Must be Pressure Tested by contactor 110 PSI for 2 HRS

Signature of bidder / authorized agent: _____

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said state, the custodian of the records of the state of Oklahoma relating to the right of corporations to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that M & J EQUIPMENT SERVICES LLP, was granted a charter on the 22nd day of April, 2013, a corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma.

I FURTHER CERTIFY that, ARTHUR MAX DAVIS whose address is 57400 E 170 RD FAIRLAND OK 74343 USA is the registered agent for service of process for said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 6th, day of October, 2014.

Secretary Of State

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFIED COPY OF ONE PARTICULAR DOCUMENT

CERTIFICATE

I THE UNDERSIGNED, Secretary of State, of the State of Oklahoma do hereby certify that, to the date of this certificate, the attached is a true and correct copy of the document on file as described below of:

NAME OF ENTITY
M & J EQUIPMENT SERVICES LLP

DOCUMENT TYPE	*DOCUMENT FILING DATE*
Statement of Qualification	*April 22, 2013*

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 6th, day of October, 2014.

Secretary Of State

38

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF LIMITED LIABILITY PARTNERSHIP

WHEREAS, **M & J EQUIPMENT SERVICES LLP**

organized under the laws of the State of Oklahoma filed in the office of the Secretary of State an application for Statement of Qualification as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, *the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing such filing.*

IN TESTIMONY WHEREOF, I *hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

Filed in the city of Oklahoma City this 22nd day of April, 2013.

Larry V. Parman

Secretary of State

39

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF GOOD STANDING

DOMESTIC LIMITED LIABILITY PARTNERSHIP

I, THE UNDERSIGNED, *Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said state, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.*

I FURTHER CERTIFY *that M & J EQUIPMENT SERVICES LLP whose registered agent is ARTHUR MAX DAVIS, with its registered office at 57400 E 170 RD FAIRLAND 74343 USA Oklahoma is a Domestic Limited Liability Partnership duly organized and existing under and by virtue of the laws of the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.*

IN TESTIMONY WHEREOF, I *hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 6th, day of October, 2014.*

Secretary Of State

40

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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	CONTACT NAME: Clayton Shumaker	
The Cole Organization PO Box 1223 Miami OK 74355	PHONE (A/C, No, Ext): (918) 542-5480	FAX (A/C, No): (918) 542-5488
	E-MAIL ADDRESS: clayton@thecoleorganization.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
M & J EQUIPMENT SERVICES 57400 E 170 RD FAIRLAND OK 74343	INSURER A: Accident Fund National Insurance Company	
	INSURER B: One General Agency	
	INSURER C: Progressive Insurance Company	
	INSURER D: Evanston Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2452311466 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLG033824	05/18/2024	05/18/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	03317189	04/28/2024	10/28/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	AN1266111	05/18/2024	05/18/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	A010237664	05/22/2024	05/22/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	POLLUTION LIABILITY	Y	Y	CPLMOL112949	08/31/2023	08/31/2024	General Aggregate	1,000,000
							Each Transportation	1,000,000
							Each Non-Owned Dispos	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation shall be in favor of CERTIFICATE HOLDER, PROJECT OWNER, AND ALL OTHER PARTIES REQUIRED BY WRITTEN CONTRACT

Additional Insured Status in favor of CERTIFICATE HOLDER, PROJECT OWNER, AND ALL OTHER PARTIES REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

CITY OF MIAMI
PO BOX 1288
MIAMI OK 74355

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

Bethey Collins

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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
The Cole Organization
PO Box 1223
Miami OK 74355

CONTACT NAME: Clayton Shumaker
PHONE (A/C, No, Ext): (918) 542-5480 **FAX (A/C, No):** (918) 542-5488
E-MAIL ADDRESS: clayton@thecoleorganization.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	
INSURER B: Progressive Insurance Co.	
INSURER C: IIAO Eagle Agency	
INSURER D: Evanston Insurance Company	
INSURER E:	
INSURER F:	

INSURED
M & J EQUIPMENT SERVICES
57400 E 170 RD
FAIRLAND OK 74343

COVERAGES **CERTIFICATE NUMBER:** CL2452311466 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLG033824	05/18/2024	05/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	03317189	04/28/2024	10/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	AN1266111	05/18/2024	05/18/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	A010237664	05/22/2024	05/22/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	POLLUTION LIABILITY	Y	Y	CPLMOL112949	08/31/2024	08/31/2025	General Aggregate Each Transportation Each Non-Owned Dispos	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Miami Special Utility Authority (MSUA)
129 5th Ave NW
MIAMI OK 74354

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # ~~CED~~ C24-18

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Trench & Boring Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: _____ Construction Project? [ ] Yes [ ] No Primary: Tyler Cline Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: Trench & Boring Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [X] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial _____.
4. PROJECT TEAM	Finance, Purchasing, MSUA _____, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ Varies [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [ ] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [X] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Varies Proj #: N/A Approved Capital Improvement Project: [ ] Yes [ ] No _____ Funds available as of: 5-13-24 ~~Municipal~~ Finance ~~Manager Signature~~ Date

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18B With B-Town Construction for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Btownsigned.pdf
B-Town Construction - As Needed On-Call Open Trench & Boring for Waterline Replacement FY 2025-2026 C24-18b Amend #1 05202025.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the parties entered into a written Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement ("Contract"), numbered C24-18b, on June 3, 2024; and

WHEREAS the introductory paragraph of said contract cites the names of the parties to said contract as "the City of Miami ("City")" and B-Town Construction, LLC ("Contractor"); and

WHEREAS the party identified as "the City of Miami ("City")" is correctly identified but should also include "the Miami Special Utility Authority ("MSUA")", which is a trust authority for whom the City of Miami is the sole beneficiary. Furthermore, the members of the City Council for the City of Miami are also the members of the Board of Trustees for the Miami Special Utility Authority.

WHEREAS the parties mutually agree hereby that the Contract should be amended to properly reflect that the City of Miami and the Miami Special Utility Authority ("MSUA")" have contracted with B-Town Construction, LLC in contract number C24-18b for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement on June 3, 2024;

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the City Council and the MSUA board on that same date.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-18b the terms of the original Contract C24-18b will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18b IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027; and

2. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18b IS HEREBY amended to reflect that the correct parties to said contract are, and will be known as, the City of Miami, Miami Special Utility Authority, and B-Town Construction, LLC.

SIGNED THIS ____ DAY OF _____, 2026:

Martin Perez

_____
Bless Parker, Mayor

_____
B-Town Construction, LLC

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C24-18b
Amend #1

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 25/26
One of Three Allowable Extensions

WHEREAS the parties entered into a written Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement ("Contract"), numbered C24-18b, on June 3, 2024; and

WHEREAS the introductory paragraph of said contract cites the names of the parties to said contract as "the City of Miami ("City")" and B-Town Construction, LLC ("Contractor"); and

WHEREAS the party identified as "the City of Miami ("City")" is correctly identified but should also include "the Miami Special Utility Authority ("MSUA")", which is a trust authority for whom the City of Miami is the sole beneficiary. Furthermore, the members of the City Council for the City of Miami are also the members of the Board of Trustees for the Miami Special Utility Authority.

WHEREAS the parties mutually agree hereby that the Contract should be amended to properly reflect that the City of Miami and the Miami Special Utility Authority ("MSUA")" have contracted with B-Town Construction, LLC in contract number C24-18b for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement on June 3, 2024;

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the City Council and the MSUA board on that same date.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 25/26, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 25/26 and the original Contract C24-18b the terms of the original Contract C24-18b will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 25/26 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18b IS HEREBY renewed effective July 1, 2025 and extended until June 30, 2026; and

2. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18b IS HEREBY amended to reflect that the correct parties to said contract are, and will be known as, the City of Miami, Miami Special Utility Authority, and B-Town Construction, LLP.

SIGNED THIS 20th **DAY OF** May **, 2025**:

Bless Parker, Mayor

martin perez
B-Town Construction, LLC

ATTEST:

Molly Olson
~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

martin Perez
B-Town Construction, LLP

ATTEST:

Molly Olson
~~Melissa Moore, City Clerk~~

Misty Barnes, MSUA Attorney

Molly Olson, Admin to City Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2025

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	CONTACT NAME: Amanda Schooley	
Tedford Insurance - McAlester Offices 322 E. Wyandotte McAlester OK 74501	PHONE (A/C, No, Ext): (800) 852-9062	FAX (A/C, No):
	E-MAIL ADDRESS: amanda.schooley@tedfordinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National American Insurance Company	23663
INSURED B-Town Construction LLC 1312 S Garnett RD Ste B Tulsa OK 74128	INSURER B : Accident Fund Insurance Company of America	10166
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Liab **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MP49590035	01/15/2025	01/15/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AFWCP100094942	06/26/2024	06/26/2025	[X] PER STATUTE [ ] OTH-ER	
							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)

Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

City of Miami Miami Special Utility Authority (MSUA)
PO Box 1288
Miami OK 74355

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

Brad Shelton

© 1988-2015 ACORD CORPORATION. All rights reserved.

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18C With Broadhead Boring for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
C24-18c Broadhead Boring, LLC Svcs 2 Leg Rev.pdf
Broadhead Boring, LLC - Open Trench & Boring Labor for Waterline Replacement C24-18C 06032024.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the parties entered into a written Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement ("Contract"), numbered C24-18c, on June 3, 2024; and

WHEREAS the introductory paragraph of said contract cites the names of the parties to said contract as "the City of Miami ("City")" and Broadhead Boring, LLC ("Contractor"); and

WHEREAS the party identified as "the City of Miami ("City")" is correctly identified but should also include "the Miami Special Utility Authority ("MSUA")", which is a trust authority for whom the City of Miami is the sole beneficiary. Furthermore, the members of the City Council for the City of Miami are also the members of the Board of Trustees for the Miami Special Utility Authority.

WHEREAS the parties mutually agree hereby that the Contract should be amended to properly reflect that the City of Miami and the Miami Special Utility Authority ("MSUA")" have contracted with Broadhead Boring, LLC in contract number C24-18c for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement on June 3, 2024;

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the City Council and the MSUA board on that same date.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-18c the terms of the original Contract C24-18c will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18c IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027; and

2. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18c IS HEREBY amended to reflect that the correct parties to said contract are, and will be known as, the City of Miami, Miami Special Utility Authority, and Broadhead Boring, LLC.

SIGNED THIS ____ DAY OF _____, 2026:

_____	Amanda De La Cruz _____
Bless Parker, Mayor	Broadhead Boring, LLC
ATTEST:	
_____	_____
Melissa Moore, City Clerk	Misty Barnes, City Attorney

CONTRACT NO.: C24-18C

CONTRACT

ANNUAL AS NEEDED, ON-CALL, OPEN-TRENCH AND BORING LABOR FOR WATERLINE REPLACEMENT (C24-18)

This Contract is made this 3rd day of June, 2024, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, and Broadhead Boring, LLC ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term; Limitation of Rate Increase. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30, 2025. The CITY, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) -year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such services, and that upon renewal any rate increase for the services subject to this Contract shall not exceed two percent (3%) over the previous year.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma, as an additional insured and having general liability limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct

or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

20

i. Multiple Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. Paragraph Headings. The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. Survival. All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

6/3/24

City of Miami Date

Bless Parker, Mayor

Amanda De La Cruz

Contractor Date

Title: Director of Administration

Attest:

Melissa Moore

Melissa Moore, City Clerk

6/3/24

MSUA Date

Bless Parker, Chairman

Attest:

Melissa Moore

Melissa Moore, City Clerk

21

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. RE: Solicitation No. C24-18
2. Bidder General Information:

   FEI/SSN: 83-4615309

   Company Name: BROADHEAD BORING , LLC
3. Bidder Contact Information:

   Address: 17220 FM 973

   City: MANOR State: TX Zip Code: 78653

   Contact Name: RODNEY BRISCOE Title: SUPERINTENDENT/SALES

   Phone # 817.999.9186 Fax # _____

   Email: rodney@broadheadboring.com Website: www.broadheadboring.com
4. Oklahoma Sales Tax Permit:

   ☐ YES – Permit # _____

   ☒ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.
5. Registration with the Oklahoma Secretary of State:

   ☐ YES – Filing # _____

   ☒ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.
6. Workers' Compensation Insurance Coverage:

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Amanda De La Cruz
Authorized Signature

5/6/2024
Date

60

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT (C24-18)

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF _____)
) ss.
COUNTY OF _____)

I, K.J. Fesmire, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Broadhead Paving (the bidder) submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source

64

acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / No

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

Certified this 14th day of May 2024.

Broadhead Boring
Name of Company

KG Fasmer
Signature of Authorized Agent

Subscribed and sworn to before me on this 14th day of May, 2024.

Amanda Delacruz
Notary Public

(Seal)

AMANDA DE LA CRUZ
Notary Public, State of Texas
Comm. Expires 07-13-2025
Notary ID 131208163

My Commission Expires: 7.13.2025

MIAMI
City of Vision, Spirit & Opportunity

BID PROPOSAL AND QUOTE FORM

65

ANNUAL OPEN TRENCH and BORING LABOR

SOLICITATION NO: C24-18

Line Installation Unit Pricing				6/28/2022
Bidders may submit bids on all that apply to services available.				
Description	Qty	Unit	Unit Price	Total
Mobilization Per Project		LS	$2,000	
4" HD Boring		LF	$24	
6" HD Boring		LF	$30	
8" HD Boring		LF	$40	
12" HD Boring		LF	$60	
14" HD Boring		LF	$84	
4" HD Boring rock Add		LF	$20	
6" HD Boring Add		LF	$26	
8" HD Boring Rock Add		LF	$42	
12" HD Boring Rock Add		LF	$55	
14" HD Boring Rock Add		LF	$60	
16" Steel Casing		LF	$160	
20" Steel Casing		LF	$205	
16" Steel Casing Rock Add		LF	$155	
20" Steel Casing Rock Add		LF	$205	
4" open trench		LF	$7	
6" open trench		LF	$8	
8" open trench		LF	$9	
12" open trench		LF	$12	
14"open trench		LF	$16	

66

4" open trench rock add		LF	$21	
6" open trench rock add		LF	$22	
8" open trench rock add		LF	$23	
12" open trench rock add		LF	$24	
14" open trench add		LF	$26	
4" connection to existing main		EA	$550	
6" connection to existing main		EA	$650	
8" connection to existing main		EA	$750	
12" connection to existing main		EA	$975	
14" connection to existing main		EA	$1,280	
4" cap off of existing main		EA	$380	
6" cap off of existing main		EA	$450	
8" call off of existing main		EA	$530	
12" cap off of existing main		EA	$610	
14" cap off of existing main		EA	$745	
Installation of 2" valve and valve box		EA	$1,150	
installation of 4" valve and valve box		EA	$1,250	
installation of 6" valve and valve box		EA	$1,360	
Installation of 8" valve and valve box		EA	$1,425	
Installation of 12" valve and valve box		EA	$1,750	
Installation of 14" valve and valve box		EA	$2,075	
Fire hydrant installation with valve included		EA	$1,250	
2" long Taps		EA	$870	
2" short taps		EA	$780	
1" long Taps		EA	$700	

1" short taps		EA	$650	
3/4" long taps		EA	$700	
3/4" short taps		EA	$600	
4" Fire Line Connection to include valve and valve box		EA	$2,850	
6" Fire Line Connection to include valve and valve box		EA	$3,200	
8" Fire Line Connection to include valve and valve box		EA	$3,550	
Curb and Gutter		LF	$275	
4" concrete repair sidewalk		SF	$70	
4" concrete repair driveway		SF	$75	
6" concrete repair sidewalk		SF	$85	
6" concrete repair driveway		SF	$90	
8" concrete repair sidewalk		SF	$110	
8" concrete repair driveway		SF	$130	
Asphalt patch		SF	$110	
Traffic control		PER DAY	$875	
Dirt work		Per Yard	$45	
install Sod		Per Yard	$76	
Straw/ Grass Seed		Per Yard	$68	
Total Price				

All Materials to be provided by owner-Miami Special Utility Authority
BACTI Line test performed by the City
All Lines Must be Pressure Tested by contactor 110 PSI for 2 HRS

Signature of bidder / authorized agent: Amanda De La Cruz

68

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2024

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 Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Street Pearland TX 77581	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 281-485-7500 **FAX (A/C, No):** 281-485-6933 **E-MAIL ADDRESS:** certrequests@ajg.com
INSURED BROABOR-01 Broadhead Boring LLC PO Box 80953 Midland, TX 79708	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest Indemnity Insurance Company — 10851 **INSURER B :** Everest Denali Insurance Company — 16044 **INSURER C :** Texas Mutual Insurance Company — 22945 **INSURER D :** Illinois Union Insurance Company — 27960 **INSURER E :** RLI Insurance Company — 13056 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 609659399 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			EN4GL00543-231	5/15/2023	5/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X CA9948 / X MCS-90			EN4CA00833-231	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	**UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $ 10,000			EN4CU00585-231	5/15/2023	5/15/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N [ ] ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002093671	5/15/2023	5/15/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Contractor Pollution Liab Contractor's Equip			G73537289003 ILM0716430	5/15/2023 5/15/2023	5/15/2024 5/15/2024	Each Occ/Aggregate L/R Per Item/Max L/R Per Item/Max	$5,000,000 $250,000 $1,667,359

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policies include a Blanket additional insured endorsement with primary non-contributory that provides additional insured status as required by written contact; subject to policy terms and conditions. The General Liability, Auto, Workers' Compensation policies include a Blanket waiver of subrogation endorsement that provides this feature as required by written contact; subject to policy terms and conditions. Commercial Umbrella policy is follow form over the General Liability, Auto, and Employers Liability/Workers Compensation policies as per policy terms and conditions.
The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER

CITY OF MIAMI
129 5TH ST AVE NW
Miami OK 74354

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/26/2024

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	CONTACT NAME:
Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Street Pearland TX 77581	PHONE (A/C, No, Ext): 281-485-7500 FAX (A/C, No): 281-485-6933 E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Everspan Indemnity Insurance Company	16882
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F : RLI Insurance Company	13056

INSURED: Broadhead Boring LLC
PO Box 80953
Midland, TX 79708
BROABOR-01

COVERAGES **CERTIFICATE NUMBER:** 899134267 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		EN4GL00543-231	5/15/2024	5/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X CA9948 X MCS-90			EN4CA00833-231	5/15/2024	5/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB X OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			EN4CU00585-231	5/15/2024	5/15/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002093671	5/17/2024	5/17/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Contractor Pollution Liab Contractor's Equip			G73537289003 ILM0716430	5/15/2024 5/15/2024	5/15/2025 5/15/2025	Each Occ/Aggregate L/R Per Item/Max Schedule Equipment	$5,000,000 $250,000 On File

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policies include a Blanket additional insured endorsement with primary non-contributory that provides additional insured status as required by written contact; subject to policy terms and conditions. The General Liability, Auto, Workers' Compensation policies include a Blanket waiver of subrogation endorsement that provides this feature as required by written contact; subject to policy terms and conditions. Commercial Umbrella policy is follow form over the General Liability, Auto, and Employers Liability/Workers Compensation policies as per policy terms and conditions.
The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

RE: 24-18 On-Call, Open-Trench And Boring Labor For Waterline Replacement
See Attached...

CERTIFICATE HOLDER

Miami Special Utility Authority

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: BROABOR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Broadhead Boring LLC PO Box 80953 Midland, TX 79708
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insureds: Miami Special Utility Authority

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2024

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
Arthur J. Gallagher Risk Management Services, LLC
2618 E Broadway Street
Pearland TX 77581

CONTACT NAME:
PHONE (A/C, No, Ext): 281-485-7500 **FAX (A/C, No):** 281-485-6933
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Everspan Indemnity Insurance Company	16882
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F : RLI Insurance Company	13056

INSURED BROABOR-01
Broadhead Boring LLC
PO Box 80953
Midland, TX 79708

COVERAGES **CERTIFICATE NUMBER:** 921060425 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			EN4GL00543-231	5/15/2024	5/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X CA9948 X MCS-90			EN4CA00833-231	5/15/2024	5/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			EN4CU00585-231	5/15/2024	5/15/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002093671	5/15/2024	5/15/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Contractor Pollution Liab Contractor's Equip			G73537289003 ILM0716430	5/15/2024 5/15/2024	5/15/2025 5/15/2025	Each Occ/Aggregate L/R Per Item/Max	$5,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Auto policies include a Blanket additional insured endorsement with primary non-contributory that provides additional insured status as required by written contact; subject to policy terms and conditions. The General Liability, Auto, Workers' Compensation policies include a Blanket waiver of subrogation endorsement that provides this feature as required by written contact; subject to policy terms and conditions. Commercial Umbrella policy is follow form over the General Liability, Auto, and Employers Liability/Workers Compensation policies as per policy terms and conditions.
The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER
CITY OF MIAMI
129 5TH ST AVE NW
Miami OK 74354
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

City Of Miami, OK – Administrative Services Department

Contract Tracking Form – Construction, purchases ↑ $50k, or Sealed Bid Requested

Effective: 12/10/2020

Form for ASD-2015-04 Contract Administration Policy

Contract # ~~CED~~ C24-18

Section I to be completed by City Project Manager (CPM)	
1. TITLE / DATE	On-Call Trench & Boring Date: 2/27/24
2. CITY PROJECT MGR & DEPT:	Dept: _____ Construction Project? [ ] Yes [ ] No Primary: Tyler Cline Secondary: Elizabeth Sanders
3. DESCRIPTION, SCHEDULE BACKGROUND, HISTORY, PURPOSE & GOALS [ ] Attach additional pages if necessary.	DESCRIPTION OF PROJECT or PURCHASE: Trench & Boring Is this a vehicle/equipment purchase? [ ] Yes [X] No Is this a state contract [ ] Yes [X] No Will it be purchased off of a dealer lot [ ] or manufactured/custom built [ ] Is there a trade-in planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Is financing planned? [ ] Yes [X] No If yes, discuss with purchasing agent. Planning Commission Required: [ ] Yes [X] No Legal Dept's Initial _____.
4. PROJECT TEAM	Finance, Purchasing, MSUA _____, _____. All Department Heads advised by email [X] Yes [ ] No Proj. Manager Initials: CS
5. COST ESTIMATE	A. $ Varies [ ] Attach detailed cost estimate. B. Annual cost to use and maintain: $_____ [ ] Attach details.
6. FUNDING SOURCE(S) *Dept Hd is responsible for budgeting this item for any future fiscal year(s).*	***This Block to be Completed by Finance Dept*** [ ] City Of Miami _____ % $ _____ [ ]Lease $_____/yr for___yrs [X] MSUA _____ % $ _____ [ ] Lease $_____/yr for_____yrs [ ] Other: _____ _____ % $_____ Acct #(s): Varies Proj #: N/A Approved Capital Improvement Project: [ ] Yes [ ] No _____ Funds available as of: 5-13-24 ~~Municipal~~ Finance ~~Manager Signature~~ Date

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C24-18D With Collins Construction for Annual On-Call, As Needed, Open Trench and Boring Labor for Waterline Replacement (Second of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Collins Open Trench and Boring.pdf
Collins Construction Company - As Needed On-Call Open Trench & Boring for Waterline Replacement FY 2025-2026 C24-18d Amend #1 05202025.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

Two of Three Allowable Extensions

WHEREAS the parties entered into a written Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement ("Contract"), numbered C24-18d, on June 3, 2024; and

WHEREAS the introductory paragraph of said contract cites the names of the parties to said contract as "the City of Miami ("City")" and Collins Construction Company ("Contractor"); and

WHEREAS the party identified as "the City of Miami ("City")" is correctly identified but should also include "the Miami Special Utility Authority ("MSUA")", which is a trust authority for whom the City of Miami is the sole beneficiary. Furthermore, the members of the City Council for the City of Miami are also the members of the Board of Trustees for the Miami Special Utility Authority.

WHEREAS the parties mutually agree hereby that the Contract should be amended to properly reflect that the City of Miami and the Miami Special Utility Authority ("MSUA")" have contracted with Collins Construction Company in contract number C24-18d for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement on June 3, 2024.

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the City Council and the MSUA board on that same date.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C24-18d the terms of the original Contract C24-18d will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18d IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027; and

2. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18d IS HEREBY amended to reflect that the correct parties to said contract are, and will be known as, the City of Miami, Miami Special Utility Authority, and Collins Construction Company.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Collins Construction Company

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C24-18d
Amend #1

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 25/26
One of Three Allowable Extensions

WHEREAS the parties entered into a written Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement ("Contract"), numbered C24-18d, on June 3, 2024; and

WHEREAS the introductory paragraph of said contract cites the names of the parties to said contract as "the City of Miami ("City")" and Collins Construction Company ("Contractor"); and

WHEREAS the party identified as "the City of Miami ("City")" is correctly identified but should also include "the Miami Special Utility Authority ("MSUA")", which is a trust authority for whom the City of Miami is the sole beneficiary. Furthermore, the members of the City Council for the City of Miami are also the members of the Board of Trustees for the Miami Special Utility Authority.

WHEREAS the parties mutually agree hereby that the Contract should be amended to properly reflect that the City of Miami and the Miami Special Utility Authority ("MSUA")" have contracted with Collins Construction Company in contract number C24-18d for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement on June 3, 2024;

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the June 3, 2024, meeting of the City Council and the MSUA board on that same date.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 25/26, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 25/26 and the original Contract C24-18d the terms of the original Contract C24-18d will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 25/26 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18d IS HEREBY renewed effective July 1, 2025 and extended until June 30, 2026; and

2. Pursuant to recitals hereinabove, the Contract for Annual As Needed, On-Call, Open Trench and Boring Labor for Waterline Replacement, numbered C24-18d IS HEREBY amended to reflect that the correct parties to said contract are, and will be known as, the City of Miami, Miami Special Utility Authority, and Collins Construction Company.

SIGNED THIS ~~2nd~~ 30th DAY OF May **, 2025:**

Bless Parker, Mayor

Collins Construction Company

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

Collins Construction Company

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kim McGuire	
AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	PHONE (A/C, No, Ext): 417 358-8421	FAX (A/C, No):
	E-MAIL ADDRESS: kim.mcguire@assuredpartners.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Leroy Collins; Collins Construction Company & Roll Off Service LLC 221 S Elm St Miami, OK 74354	INSURER A : United Fire & Casualty Company	13021
	INSURER B : National American Insurance Company	23663
	INSURER C :	
	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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		60513959	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		60513959	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CW53410235	03/01/2025	03/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	INLAND MARINE			60513959	03/01/2025	03/01/2026	$100k Lsd/Rntd Equipm	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami, OK 74354
(MSUA 129 5TH AVE NW MIAMI, OK.)

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09A With APAC for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Aggregate Rock APAC.pdf
APAC-Central, Inc - Annual As Needed Aggregate Rock C25-09A FY 2025-2026 05202025.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and APAC-Central, Inc. (collectively "the parties") entered a written Contract for Annual As Needed Aggregate Rock Supply ("Contract"), numbered C25-09, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-09 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-09 the terms of the original Contract C25-09 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for As Needed Aggregate Rock Supply, numbered C25-09 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS 8 **DAY OF** May **, 2026:**

Bless Parker, Mayor

APAC-Central, Inc.

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2025

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
Liberty Mutual Insurance Co. National Insurance East
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME: Valerie Reece
PHONE (A/C, No, Ext): 513-867-3822 **FAX (A/C, No):**
E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
APAC-Central, Inc. (207-FAY)
PO Box 9208
755 East Millsap Road
Fayetteville AR 72703

COVERAGES **CERTIFICATE NUMBER:** 86765096 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	TB2-C81-004095-115	9/1/2025	9/1/2026	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ☑ OCCUR			XCU Coverage Included			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	✓ Primary/Non-Contributory						MED EXP (Any one person)	$50,000
	✓ Separation of Insured						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ☑ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	✓	✓	AS2-C81-004095-125	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			AS2-C81-054502-525	9/1/2025	9/1/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Physical Damage only:			PROPERTY DAMAGE (Per accident)	$
				Comprehensive Ded $10,000				$
				Collision Ded $10,000				
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		✓	WA7-C8D-004095-025	9/1/2025	9/1/2026	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		All except OH, ND, WA, WY			E.L. EACH ACCIDENT	$1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-015	9/1/2025	9/1/2026	E.L. DISEASE - EA EMPLOYEE	$1,000,000
				WI, MN			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)

RE: Material Street Department.
City of Miami, Miami Special Utility Authority, Oklahoma and its subsidiaries are listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER

City of Miami
Miami Special Utility Authority
129 5th Ave NW
Miami OK 74354

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
Valerie Reece

© 1988-2015 ACORD CORPORATION. All rights reserved.

CONTRACT NO.: C25-09A

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL "AS NEEDED" AGGREGATE ROCK (C25-09)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and APAC-Central, Inc. ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2025

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	CONTACT NAME: Valerie Reece	
Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403	PHONE (A/C, No, Ext): 513-867-3822	FAX (A/C, No):
	E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com	
www.LibertyMutual.com	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURED	INSURER B : Liberty Insurance Corporation	42404
APAC-Central, Inc. (207-FAY) PO Box 9208 755 East Millsap Road Fayetteville AR 72703	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 85784986 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	TB2-C81-004095-114	9/1/2024	9/1/2025	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ☑ OCCUR			XCU Coverage Included			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	✓ Primary/Non-Contributory						MED EXP (Any one person)	$50,000
	✓ Separation of Insured						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ☑ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	✓	✓	AS2-C81-004095-124	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS2-C81-054502-524 Physical Damage only: Comprehensive Ded $10,000 Collision Ded $10,000	9/1/2024	9/1/2025	BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		✓	WA7-C8D-004095-024 All except OH, ND, WA, WY	9/1/2024	9/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N N/A						E.L. EACH ACCIDENT	$1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-014 WI, MN	9/1/2024	9/1/2025	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)

RE: Material Street Department.
City of Miami, Miami Special Utility Authority, Oklahoma and its subsidiaries are listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER

City of Miami
Miami Special Utility Authority
129 5th Ave NW
Miami OK 74354

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
Valerie Reece

© 1988-2015 ACORD CORPORATION. All rights reserved.

C25-09

ANNUAL BID FOR AGGREGATE "AS NEEDED"

APAC-CENTRAL, INC.

QUOTE PACKET

24

SOLICITATION

Solicitation #: C25-09

Solicitation Issue Date: March 21st, 2025

Solicitation Type: Formal Bid

Title: ANNUAL BID FOR AGGREGATE "AS NEEDED"

Brief Description: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 17th, 2025

Time: 10 A.M.

Issued By Purchasing Agent, Brian Brassfield

RETURN SEALED BID TO:

Brian Brassfield – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354

25

INSTRUCTIONS TO BIDDERS

SEALED BIDS Bidders are invited to submit a bid to the City of Miami in a sealed envelope which is **clearly marked with the solicitation number and the name and address of the bidder**, to perform all work necessary to comply with the specifications and conditions contained herein.

BRIEF DESCRIPTION OF OPPORTUNITY for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority. A response to this solicitation for bids will consist of specifying the rates the Bidder will charge the City of Miami for the specified materials. The amounts must be included in the proposer's response to this solicitation for bids as evidenced by completion of the Bid Form for C25-09 and returning it to the City Purchasing Agent by 10 A.M. April 17th, 2025, along with all other required documents cited herein.

INTERPRETATION OF CONTRACT DOCUMENTS Questions regarding documents, discrepancies, omissions, or intent of the scope/specifications shall be submitted in writing to the City through the Purchasing Agent at least seven (7) days prior to opening of bids to provide time for issuing and forwarding an addendum to the Solicitation packet. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the City of Miami to each person receiving a set of documents. The City of Miami will not be responsible for any other explanations or interpretation of the contract documents.

USE FORMS PROVIDED; OTHER DOCUMENTS Bids must be returned on forms provided in a sealed envelope. When submitting additional information, please do so on additional paper. The following must be provided with the response:

- Bidder's Response Sheet (*Pages 17*)
- Bid Form (*embedded within SCOPE, SPECIFICATIONS, AND REQUIREMENTS on Pages 5-10*)
- Non-Collusion Affidavit (*Pages 15-16)*
- W-9

WITHDRAWAL OF BIDS Any bids may be withdrawn at any time prior to the hour fixed in the solicitation for sealed bids for the opening of bids, provided that a request in writing, executed by the bidder, or the bidder's duly authorized representative, for the withdrawal of such bid is filed with the City prior to the time specified for opening of bids. The withdrawal of such bid will not prejudice the right of a bidder to file a new bid.

PENALTY FOR COLLUSION If at any time it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any bid, colluded with any other party or parties, then the contract so awarded shall be null and void, and the bidder/Contractor shall be liable to the City for all loss or damage which the City may suffer thereby, and the City may advertise for new bids for said work.

LICENSE Each Bidder shall possess such State and local license(s) as are required by law, and shall furnish copies of the same with its bid. Upon request, the successful Contractor shall furnish proof that any such license(s) continue in effect during the entire term of the contract.

26

TITLE 18 COMPLIANCE To the extent applicable, Compliance with Oklahoma's General Corporation Act and the Limited Liability Company Act is required before a Contract will be awarded. Each bidder representing a corporation, limited liability company, or other formal business structure, agrees to provide upon request a Federal Employer's Identification Number and proof of lawful filing with the Oklahoma Secretary of State as required by Oklahoma's General Corporation Act and the Limited Liability Company Act. (See 18 O.S. §§ 1000-1144, 2000-2060).

LIABILITY INSURANCE The award of any contract is conditioned upon the successful Contractor's submission of a Certificate of Liability Insurance reflecting coverage of the type(s) and in the amount(s) set forth in the contract form and naming the City of Miami as an additional insured on the policy/ies.

OPENING OF BIDS Bids will be opened and recorded at the time and place indicated in the solicitation for sealed bids. Bidders or their agents are invited to be present.

ACCEPTANCE AND REJECTION OF BIDS The City of Miami reserves the right to accept the bid which, in its judgment is the best offer, to reject any or all bids, and to waive irregularities or informalities at its discretion.

AWARD OF CONTRACT The award of any contract will be made to the bidder offering the best value and having provided the necessary insurance and other documents required per the solicitation for bids and these Instructions. It is anticipated that approval will be received within 30 days of opening of bids. In the event that the approvals are not received, or the City of Miami cannot award or reject said bids within 60 days from the date of opening bids, participants shall have the right to withdraw their bids on written notice to the City.

EXECUTION OF CONTRACT The contract executed by the successful Contractor, together with the required proof of insurance and other documents, shall be returned to the purchasing agent within 10 days from and after the date of the award of the contract.

FAILURE TO EXECUTE AGREEMENT AND PROVIDE PROOF OF INSURANCE Failure of a successful Contractor to execute the agreement and submit the required proof(s) of insurance within the required time shall be just cause for the annulment of the award. Upon annulment of an award as aforesaid, the City may then award the contract to the bidder offering the next best bid.

UTILITY MANHOLES/VALVES If and when the lowering or raising of manholes or valves is necessary or incidental to performance of any part of the contract, it shall be the responsibility of the Contractor to notify the Public Works Director in advance of such action.

LOCATING UNDERGROUND UTILITIES If and when necessary or incidental to performance of the contract, it shall be the responsibility of the Contractor to call OKIE before digging. To submit a locate request by phone, dial 811 or 1(800)522-OKIE. Contractor shall call OKIE prior to any excavation. It is the Contractor's responsibility to locate and preserve all utilities. The City shall not be responsible for or pay for any damage caused by the Contractor to any utility above or below ground. All damage to City's utilities will be billed to Contractor at a reasonable rate. This will cover the material and manpower of the repair.

PAYMENT Payment requests shall be submitted in the form of a detailed invoice provided on a monthly basis by the Contractor to the City of Miami. An authorized representative of the City will sign such invoice if satisfied with the work or product reflected therein. The invoice will then be submitted to Finance and set for approval at the next meeting of the City Council. Upon approval by the Council, a check will be issued to the Contractor.

FINAL PAYMENT – LIEN RELEASE The final payment request of any 1-year term of the contract shall include a signed lien release on the form provided, for all work performed or product provided pursuant to the contract.

27

LEGAL CONTRACT A submitted bid constitutes a legal offer, and any bid, when accepted by the City, shall constitute an enforceable contract.

The contract resulting from this solicitation shall include the following documents:

- Solicitation, including these Instructions and the Contract, as amended (if applicable); and
- Successful bid (including required certifications), to the extent the bid does not conflict with the scope/specifications or anything in the Solicitation

Collectively, the documents comprising the contract shall be referred to as the "Contract Documents".

EMPLOYMENT RELATIONSHIP The contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the City of Miami. The Contractor's employees shall not be considered employees of the City of Miami for any purpose, and accordingly shall not be eligible for rights or benefits accruing to City employees; nor shall the City be responsible with respect to Contractor or Contractor's employees for any Workers' Compensation benefits or other benefits required under state or federal law.

28

SCOPE, SPECIFICATIONS, AND REQUIREMENTS

(BID RESPONSE SHEET EMBEDDED)

The purpose of this solicitation to receive sealed bids to enter into a contract for:

ANNUAL BID FOR "AS NEEDED" AGGREGATE ROCK SUPPLY (C25-09)

Project Details: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its subsidiaries, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of cost per ton. There are no guaranteed quantities to be purchased. All aggregate will be purchased on an "as needed" basis.

SPECIFICATIONS AND REQUIREMENTS

DELIVERY TO BE COMPLETED WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF ORDER UNLESS OTHER REQUIRMENTS ARE NECESSARY DUE TO SPECIFIC PROJECT CONSTRAINTS.

ITEM 1 - BASE LIMESTONE

A. **CRUSHER RUN OKLAHOMA CLASS "A" 1 ¼" CRUSHED LIMESTONE BASE ROCK**, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1A: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 10.50

PRICE PER TON WRITTEN OUT: Ten and 50/100

BID 2A: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

B. **CRUSHER RUN OKLAHOMA CLASS "A" 3" CRUSHED LIMESTONE BASE ROCK,** MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1B: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 10.50

PRICE PER TON WRITTEN OUT: Ten and 50/100

BID 2B: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 2 – AG BASE LIMESTONE

C. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), CRUSHED AG BASE ROCK.**

BID 1C: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 11.00

PRICE PER TON WRITTEN OUT: Eleven and 00/100

BID 2C: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 3 – WASHED CHIP LIMESTONE

D. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/4 WASHED CHIPS.**

BID 1D: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

BID 2D: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

E. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/8 WASHED CHIPS.

BID 1E: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.25

PRICE PER TON WRITTEN OUT: Fourteen and 25/100

BID 2E: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 4 – CLEAN LIMESTONE

F. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/2 CLEAN ROCK.

BID 1F: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

BID 2F: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

G. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/4 CLEAN ROCK.

BID 1G: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.00

PRICE PER TON WRITTEN OUT: Fourteen and 00/100

BID 2G: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

H. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1 1/2 CLEAN ROCK.** #57

BID 1H: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 13.25

PRICE PER TON WRITTEN OUT: Thirteen and 25/100

BID 2H: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 7 – LATERAL ROCK

I. **2 ½" TO 1 ½" LATERAL ROCK.** NO FINES Marble Rock 1 1/2" Clean

BID 1I: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 12.25

PRICE PER TON WRITTEN OUT: Twelve and 25./100

BID 2I: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 8 – GABION LIMESTONE

J. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), GABION ROCK 3" TO 5"** 6" Rip Rap

BID 1J: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 21.50

PRICE PER TON WRITTEN OUT: Twenty-one and 50/100

BID 2J: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 9.75

PRICE PER TON WRITTEN OUT: Nine and 75/100

32

ITEM 9 – RIP RAP LIMESTONE

K. **12" ODOT RIP RAP STATE OF OKLAHOMA SPECIFICATIONS (2019).**

BID 1K: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 21.50

PRICE PER TON WRITTEN OUT: Twenty-one and 50/100

BID 2K: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 9.75

PRICE PER TON WRITTEN OUT: Nine and 75/100

ITEM 10 – PUG-MILLED LIMESTONE

L. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), PUG-MILLED LIMESTONE BASE ROCK**. THE MIXTURE UNIT SHALL BE CAPABLE OF PRODUCING A CONSTANT UNIFORM MIXTURE.

BID 1L: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 11.00

PRICE PER TON WRITTEN OUT: Eleven and 00/100

BID 2L: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

ITEM 11 – LIMESTONE SCREENING FINES

M. **AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), LIMESTONE SCREENING FINES.**

BID 1M: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 10.50

PRICE PER TON WRITTEN OUT: Ten and 50/100

BID 2M: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 8.75

PRICE PER TON WRITTEN OUT: Eight and 75/100

33

Vendor Name: Apac-Central, Inc.

Fuel Surcharge

Attached below is an Adjustment for Market Cost (Diesel) of Fuel Chart. Suppliers are to complete Fuel Surcharge (Per Ton). This is a set rate – price per Ton. It is not a percentage rate. If fuel reaches ranges listed then the successful vendors will be allowed to add a Fuel Surcharge to their invoices. If fuel costs drop dramatically, the City of Miami reserves the right to renegotiate all pricing including Fuel Surcharges.

ADJUSTMENT FOR MARKET COST OF FUEL (DIESEL)

Cost Per Gallon	Delivery – Per Ton
$4.00 & Below	No Charge
$4.01 - $4.25	
$4.26 - $4.50	
$4.51 - $4.75	
$4.76 - $5.00	
$5.01 - $5.25	
$5.26 - $5.50	
$5.51 - $5.75	
$5.76 - $6.00	
$6.01 - $6.25	
$6.26 - $6.50	
$6.51 - $6.75	

Pricing submitted with Solicitation
BID #C25-09 ANNUAL -FOR AGGREGATE ROCK

34

THIS PAGE INTENTIONALLY LEFT BLANK

CONTRACT

ANNUAL "AS NEEDED" AGGREGATE ROCK (C25-09)

This Contract is made this _____ day of _____, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and _____ ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

36

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

City of Miami Date
Bless Parker, Mayor

Contractor 4-8-25 Date

Title: Account Manager

Attest:

Melissa Moore, City Clerk

38

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Jeff Miller, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Apac-Central, Inc., the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

39

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 1st day of April 20 25.

Apac-Central, Inc.
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 1st day of April, 20 25.

(Seal)

DEBORAH C. MARTIN NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA EXPIRES 1-25-2026 COMMISSION #02000542

Notary Public

My Commission Expires:

1/25/26

40

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-09

2. **Bidder General Information:**

   FEI/SSN: 58-1401469

   Company Name: Apac-Central, Inc.

3. **Bidder Contact Information**:

   Address: 4608 S Garnett Rd, Suite 600

   City: Tulsa State: OK Zip Code: 74146

   Contact Name: Jeff Miller Title: Account Manager

   Phone # 918-438-2020 Fax # 918-556-2221

   Email: jeff.miller@apac.com Website: _____

4. **Oklahoma Sales Tax Permit:**

   ☒ YES – Permit # 000676

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

   ☒ YES – Filing # 2300353831

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

April, 1 2025
Date

41

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2025

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
Liberty Mutual Insurance Co. National Insurance East
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME: Valerie Reece
PHONE (A/C, No, Ext): 513-867-3822 **FAX (A/C, No):**
E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
APAC-Central, Inc. (207-FAY)
PO Box 9208
755 East Millsap Road
Fayetteville AR 72703

COVERAGES **CERTIFICATE NUMBER:** 84572265 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			TB2-C81-004095-114	9/1/2024	9/1/2025	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	✓ Primary/Non-Contributory			XCU Coverage Included			MED EXP (Any one person)	$50,000
	✓ Separation of Insured						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			AS2-C81-004095-124	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			AS2-C81-054502-524	9/1/2024	9/1/2025	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Physical Damage only:			PROPERTY DAMAGE (Per accident)	$
				Comprehensive Ded $10,000				$
				Collision Ded $10,000				
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA7-C8D-004095-024	9/1/2024	9/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		All except OH, ND, WA, WY			E.L. EACH ACCIDENT	$1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-014	9/1/2024	9/1/2025	E.L. DISEASE - EA EMPLOYEE	$1,000,000
				WI, MN			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)

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami OK 74354

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
Valerie Reece
Valerie P. Reece

© 1988-2015 ACORD CORPORATION. All rights reserved.

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09B With Collins Construction for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Ag Rock Collins IMG_20260511_0002.pdf
Collins Construction Company - Annual As Needed Aggregate Rock C25-09B FY 2025-2026 05202025.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Collins Construction Company (collectively "the parties") entered a written Contract for Annual As Needed Aggregate Rock Supply ("Contract"), numbered C25-09, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-09 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-09 the terms of the original Contract C25-09 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for As Needed Aggregate Rock Supply, numbered C25-09 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Collins Construction Company

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C25-09B

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL "AS NEEDED" AGGREGATE ROCK (C25-09)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Collins Construction Company ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term, Renewal Option, and Price Increases.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kim McGuire
AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	PHONE (A/C, No, Ext): 417 358-8421 FAX (A/C, No): E-MAIL ADDRESS: kim.mcguire@assuredpartners.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Leroy Collins; Collins Construction Company & Roll Off Service LLC 221 S Elm St Miami, OK 74354	INSURER A : United Fire & Casualty Company	13021
	INSURER B : National American Insurance Company	23663
	INSURER C :	
	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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		60513959	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		60513959	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			CW53410235	03/01/2025	03/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	INLAND MARINE			60513959	03/01/2025	03/01/2026	$100k Lsd/Rntd Equipm	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Miami 129 5th Ave NW Miami, OK 74354 (MSUA 129 5TH AVE NW MIAMI, OK.)	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

C25-09

ANNUAL BID FOR AGGREGATE
"AS NEEDED"

COLLINS CONSTRUCTION COMPANY

QUOTE PACKET

57

SCOPE, SPECIFICATIONS, AND REQUIREMENTS

(BID RESPONSE SHEET EMBEDDED)

The purpose of this solicitation to receive sealed bids to enter into a contract for:

ANNUAL BID FOR "AS NEEDED" AGGREGATE ROCK SUPPLY (C25-09)

Project Details: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its subsidiaries, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of cost per ton. There are no guaranteed quantities to be purchased. All aggregate will be purchased on an "as needed" basis.

SPECIFICATIONS AND REQUIREMENTS

DELIVERY TO BE COMPLETED WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF ORDER UNLESS OTHER REQUIRMENTS ARE NECESSARY DUE TO SPECIFIC PROJECT CONSTRAINTS.

ITEM 1 - BASE LIMESTONE

A. **CRUSHER RUN OKLAHOMA CLASS "A" 1 ¼" CRUSHED LIMESTONE BASE ROCK**, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1A: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2A: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 19.50

PRICE PER TON WRITTEN OUT: Nineteen dollars and fifty cents

58

B. CRUSHER RUN OKLAHOMA CLASS "A" 3" CRUSHED LIMESTONE BASE ROCK, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1B: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2B: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $19.50

PRICE PER TON WRITTEN OUT: Nineteen dollars and fifty cents

ITEM 2 – AG BASE LIMESTONE

C. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), CRUSHED AG BASE ROCK.

BID 1C: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2C: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $20.70

PRICE PER TON WRITTEN OUT: Twenty dollars and Seventy cents

ITEM 3 – WASHED CHIP LIMESTONE

D. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/4 WASHED CHIPS.

BID 1D: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2D: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

59

E. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/8 WASHED CHIPS.

BID 1E: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2E: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

ITEM 4 – CLEAN LIMESTONE

F. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/2 CLEAN ROCK.

BID 1F: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2F: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $23.40

PRICE PER TON WRITTEN OUT: Twenty three dollars and forty cents

G. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/4 CLEAN ROCK.

BID 1G: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2G: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $23.40

PRICE PER TON WRITTEN OUT: Twenty three dollars and forty cents

60

H. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1 1/2 CLEAN ROCK.

BID 1H: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2H: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $22.50

PRICE PER TON WRITTEN OUT: twenty two dollars and twenty five cents

ITEM 7 – LATERAL ROCK

I. 2 ½" TO 1 ½" LATERAL ROCK. NO FINES

BID 1I: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2I: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

ITEM 8 – GABION LIMESTONE

J. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), GABION ROCK 3" TO 5"

BID 1J: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2J: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $21.90

PRICE PER TON WRITTEN OUT: Twenty one dollars and ninty cents

61

ITEM 9 – RIP RAP LIMESTONE

K. 12" ODOT RIP RAP STATE OF OKLAHOMA SPECIFICATIONS (2019).

BID 1K: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2K: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

ITEM 10 – PUG-MILLED LIMESTONE

L. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), PUG-MILLED LIMESTONE BASE ROCK. THE MIXTURE UNIT SHALL BE CAPABLE OF PRODUCING A CONSTANT UNIFORM MIXTURE.

BID 1L: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2L: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

ITEM 11 – LIMESTONE SCREENING FINES

M. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), LIMESTONE SCREENING FINES.

BID 1M: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $NO BID

PRICE PER TON WRITTEN OUT: _____

BID 2M: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $17.80

PRICE PER TON WRITTEN OUT: seventeen dollars and eighty cents

62

Vendor Name: Ty Cat

Fuel Surcharge

Attached below is an Adjustment for Market Cost (Diesel) of Fuel Chart. Suppliers are to complete Fuel Surcharge (Per Ton). This is a set rate – price per Ton. It is not a percentage rate. If fuel reaches ranges listed then the successful vendors will be allowed to add a Fuel Surcharge to their invoices. If fuel costs drop dramatically, the City of Miami reserves the right to renegotiate all pricing including Fuel Surcharges.

ADJUSTMENT FOR MARKET COST OF FUEL (DIESEL)

Cost Per Gallon	Delivery – Per Ton
$4.00 & Below	**No Charge**
$4.01 - $4.25	no charge
$4.26 - $4.50	
$4.51 - $4.75	
$4.76 - $5.00	
$5.01 - $5.25	
$5.26 - $5.50	
$5.51 - $5.75	
$5.76 - $6.00	
$6.01 - $6.25	
$6.26 - $6.50	
$6.51 - $6.75	no charge

Pricing submitted with Solicitation
BID #C25-09 ANNUAL -FOR AGGREGATE ROCK

63

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, F Leroy Collins, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Collins Construction Co, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

64

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this _____ day of _____ 20 _____.

Collins Construction Co
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 15th day of April, 2025.

(Seal)

OFFICIAL SEAL
JEANIE WILLIAMSON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 02005949 EXP. 04-22-2026

Notary Public

My Commission Expires:

4-22-26

65

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25 09

2. **Bidder General Information:**

FEI/SSN: 73-1306264 Supplier ID: _____

Company Name: Collins Construction Co

3. **Bidder Contact Information**:

Address: 221 So Elm St

City: Miami State: Okla Zip Code: 74354

Contact Name: Leroy Collins Title: Owner

Phone # 918 542 6657 Fax # _____

Email: leroy221elm@gmail.com Website: collinsrolloff.com

4. **Oklahoma Sales Tax Permit:**

☒ YES – Permit # 10671718400

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

☐ YES – Filing # _____

☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

☒ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

[signature] 4-15-25

Authorized Signature Date

66

Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/10/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kim McGuire
AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	PHONE (A/C, No, Ext): 417 358-8421 FAX (A/C, No): E-MAIL ADDRESS: kim.mcguire@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B : National American Insurance Company	23663
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Leroy Collins; Collins Construction Company & Roll Off Service LLC
221 S Elm St
Miami, OK 74354

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		60513959	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY	X		60513959	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			CW53410235	03/01/2025	03/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	INLAND MARINE			60513959	03/01/2025	03/01/2026	$100k Lsd/Rntd Equipm	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami, OK 74354

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

COLLINS CONSTRUCTION CO

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

221 SO ELM ST

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI OK 74354

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

7	3	–	1	3	0	6	2	6	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** F Leroy Collins **Date** 3-12-25 Type text here

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-09C With Kemp Stone for "As Needed" Aggregate Rock Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Required Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:
See Price Increase (Attached). New prices are circled by line item.

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Kemp Stone- Annual As Needed Aggregate Rock C25-09C FY 2025-2026 05202025.pdf
KSF_20260626_123331.pdf

CONTRACT NO.: C25-09c

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL "AS NEEDED" AGGREGATE ROCK (C25-09)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Kemp Stone ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term, Renewal Option, and Price Increases.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSCA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSCA Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/18/2025

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	CONTACT NAME: Regina Musich
Brown & Brown Insurance Services, Inc. 208 North Mill St Pryor OK 74361	PHONE (A/C, No, Ext): (918) 825-3295 FAX (A/C, No): (888) 296-5431 E-MAIL ADDRESS: Regina.Musich@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: BITCO General Insurance Corporation	20095
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Kemp Stone, Inc.
P.O. Box 968
Pryor OK 74362

COVERAGES **CERTIFICATE NUMBER:** CL2462586604 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		CLP3745491	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		CAP3745490	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP3745487	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC3745489	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			CLP3745492	07/01/2024	07/01/2025	Leased & Rented Equipment	$375,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Miami and Miami Special Utility Authority are additional insured in regard to General and Auto Liability as required by written contract. Umbrella is follow form.

CERTIFICATE HOLDER

City of Miami
Miami Special Utility Auth.
PO Box 1288
Miami OK 74355

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

C25-09

ANNUAL BID FOR AGGREGATE "AS NEEDED"

KEMP STONE

QUOTE PACKET

43

MIAMI
City of Vision, Spirit & Opportunity

SOLICITATION

Solicitation #: C25-09

Solicitation Issue Date: March 21st, 2025

Solicitation Type: Formal Bid

Title: ANNUAL BID FOR AGGREGATE "AS NEEDED"

Brief Description: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 17th, 2025

Time: 10 A.M.

Issued By Purchasing Agent, Brian Brassfield

RETURN SEALED BID TO:

Brian Brassfield – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354

44

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Mayes)

I, Devon Jennings, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Kemp Stone, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

45

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this _____ day of _____ 20 ____.

Kemp Stone
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 15th day of April, 20 25.

(Seal)

Brandon Kyle Kemp
Notary Public

BRANDON KYLE KEMP
Notary Public, State of Oklahoma
Commission # 23016072
My Commission Expires 12-12-2027

My Commission Expires:

_____

46

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2025

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	CONTACT NAME: Regina Musich	
Brown & Brown Insurance Services, Inc. 208 North Mill St Pryor OK 74361	PHONE (A/C, No, Ext): (918) 825-3295	FAX (A/C, No): (888) 296-5431
	E-MAIL ADDRESS: Regina.Musich@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BITCO General Insurance Corporation	20095
INSURED Kemp Stone, Inc. P.O. Box 968 Pryor OK 74362	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2462586604 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CLP3745491	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CAP3745490	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP3745487	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3745489	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			CLP3745492	07/01/2024	07/01/2025	Leased & Rented Equipment	$375,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami OK 74354

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

Tommy Harvey

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

47

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-09

2. **Bidder General Information:**

FEI/SSN: 73-1203116

Company Name: Kemp Stone Co. Inc.

3. **Bidder Contact Information:**

Address: PO Box 949

City: PRYOR State: OK Zip Code: 74362

Contact Name: Deron Jennings Title: Vice President, Sales

Phone # 918-530-6809 Fax #

Email: Sales@KempQuarries.com Website:

4. **Oklahoma Sales Tax Permit:**

☒ YES – Permit # 1371742208

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

☒ YES – Filing # 1900411573

☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

☑ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Deron Z Jennings — Authorized Signature

7/15/25 — Date

MIAMI
City of Vision, Spirit & Opportunity

SCOPE, SPECIFICATIONS, AND REQUIREMENTS

(BID RESPONSE SHEET EMBEDDED)

The purpose of this solicitation to receive sealed bids to enter into a contract for:

ANNUAL BID FOR "AS NEEDED" AGGREGATE ROCK SUPPLY (C25-09)

Project Details: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its subsidiaries, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of cost per ton. There are no guaranteed quantities to be purchased. All aggregate will be purchased on an "as needed" basis.

SPECIFICATIONS AND REQUIREMENTS

DELIVERY TO BE COMPLETED WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF ORDER UNLESS OTHER REQUIRMENTS ARE NECESSARY DUE TO SPECIFIC PROJECT CONSTRAINTS.

ITEM 1 - BASE LIMESTONE

A. **CRUSHER RUN OKLAHOMA CLASS "A" 1 ¼" CRUSHED LIMESTONE BASE ROCK**, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1A: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 8.00

PRICE PER TON WRITTEN OUT: eight dollars and 00/00

BID 2A: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 14.50

PRICE PER TON WRITTEN OUT: fourteen dollars and 50/00

B. CRUSHER RUN OKLAHOMA CLASS "A" 3" CRUSHED LIMESTONE BASE ROCK, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1B: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 8.15

PRICE PER TON WRITTEN OUT: eight dollars and 15/100

BID 2B: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 14.65

PRICE PER TON WRITTEN OUT: fourteen dollars and 65/100

ITEM 2 – AG BASE LIMESTONE

C. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), CRUSHED AG BASE ROCK.

BID 1C: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 9.80

PRICE PER TON WRITTEN OUT: nine dollars and 80/100

BID 2C: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 16.30

PRICE PER TON WRITTEN OUT: sixteen dollars and 30/100

ITEM 3 – WASHED CHIP LIMESTONE

D. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/4 WASHED CHIPS.

BID 1D: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ N/A

PRICE PER TON WRITTEN OUT: _____

BID 2D: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

E. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/8 WASHED CHIPS.

BID 1E: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 13.65 (Pryor Stone)

PRICE PER TON WRITTEN OUT: thirteen dollars and 65/100

BID 2E: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 29.65 (FOB Pryor Stone)

PRICE PER TON WRITTEN OUT: twenty nine dollars and 65/100

ITEM 4 – CLEAN LIMESTONE

F. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/2 CLEAN ROCK.

BID 1F: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 13.65

PRICE PER TON WRITTEN OUT: thirteen dollars and 65/100

BID 2F: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.15

PRICE PER TON WRITTEN OUT: twenty dollars and 15/100

G. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/4 CLEAN ROCK.

BID 1G: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.00

PRICE PER TON WRITTEN OUT: fourteen dollars and 00/100

BID 2G: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.50

PRICE PER TON WRITTEN OUT: twenty dollars and 50/100

53

H. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1 1/2 CLEAN ROCK.

BID 1H: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.00

PRICE PER TON WRITTEN OUT: fourteen dollars and 00/100

BID 2H: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.50

PRICE PER TON WRITTEN OUT: twenty dollars and 50/100

ITEM 7 – LATERAL ROCK

I. 2 ½" TO 1 ½" LATERAL ROCK. NO FINES

BID 1I: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 9.80

PRICE PER TON WRITTEN OUT: nine dollars and 80/100

BID 2I: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 16.30

PRICE PER TON WRITTEN OUT: sixteen dollars and 30/100

ITEM 8 – GABION LIMESTONE

J. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), GABION ROCK 3" TO 5"

BID 1J: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.25

PRICE PER TON WRITTEN OUT: fourteen dollars and 25/100

BID 2J: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.75

PRICE PER TON WRITTEN OUT: twenty dollars and 25/100

54

ITEM 9 – RIP RAP LIMESTONE

K. 12" ODOT RIP RAP STATE OF OKLAHOMA SPECIFICATIONS (2019).

BID 1K: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 17.55

PRICE PER TON WRITTEN OUT: Seventeen dollars and 55/100

BID 2K: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 25.55

PRICE PER TON WRITTEN OUT: twenty five and 55/100

ITEM 10 – PUG-MILLED LIMESTONE

L. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), PUG-MILLED LIMESTONE BASE ROCK. THE MIXTURE UNIT SHALL BE CAPABLE OF PRODUCING A CONSTANT UNIFORM MIXTURE.

BID 1L: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ N/A

PRICE PER TON WRITTEN OUT: _____

BID 2L: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

ITEM 11 – LIMESTONE SCREENING FINES

M. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), LIMESTONE SCREENING FINES.

BID 1M: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 7.00

PRICE PER TON WRITTEN OUT: Seven dollars and 00/100

BID 2M: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 13.50

PRICE PER TON WRITTEN OUT: thirteen dollars and 50/100

55

Vendor Name: Kemp Stone

Fuel Surcharge

Attached below is an Adjustment for Market Cost (Diesel) of Fuel Chart. Suppliers are to complete Fuel Surcharge (Per Ton). This is a set rate – price per Ton. It is not a percentage rate. If fuel reaches ranges listed then the successful vendors will be allowed to add a Fuel Surcharge to their invoices. If fuel costs drop dramatically, the City of Miami reserves the right to renegotiate all pricing including Fuel Surcharges.

ADJUSTMENT FOR MARKET COST OF FUEL (DIESEL)

Cost Per Gallon	Delivery – Per Ton
$4.00 & Below	No Charge
$4.01 - $4.25	No charge
$4.26 - $4.50	.20
$4.51 - $4.75	.25
$4.76 - $5.00	.30
$5.01 - $5.25	Contact main office
$5.26 - $5.50	
$5.51 - $5.75	
$5.76 - $6.00	
$6.01 - $6.25	
$6.26 - $6.50	
$6.51 - $6.75	

Pricing submitted with Solicitation
BID #C25-09 ANNUAL -FOR AGGREGATE ROCK

Phone: 918.825.3370
Fax: 918.825.3388
sales@kempstone.com

Quote: 00000787
Quote Date: 2026-06-05
Quote Expiration Date: 2026-07-20
Order Expiration Date: 2027-06-01

Fairland
18350 S 590 RD
Fairland, OK 74343

Neosho
19148 INGERSOL LANE
Neosho, MO 64850

Hulbert
17801 HWY 80
Hulbert, OK 74441

Quotation Proposal

Bill To:
CITY OF MIAMI
PO BOX 1288

MIAMI OK 74355-1288
US

Contact: Brian Brasfield
Phone: 918-541-2225
Mobile:
Email: bbrassfield@miamiokla.net

Ship To:
Miami-Annual Aggregate Bid
505 D Street Northeast

Miami OK 74354
US

Salesperson: Stacy Wolfe
Phone: (918) 803-3610
Email: swolfe@kempquarries.com

Note to Customer:

Product ID	Product Description	Plant	Quantity	Unit	Material	Truck Type	Freight	Delivered
6000	RIP RAP	Fairland Quarry	1000	Ton	$18.25	10W	$8.00	$26.25
1100	SCREENINGS	Fairland Quarry	1000	Ton	$7.28	10W	$6.50	$13.78
3200	1 1/2" CLASS A	Fairland Quarry	1000	Ton	$14.56	10W	$6.50	$21.06
4100	1/2" CHIPS	Fairland Quarry	1000	Ton	$14.20	10W	$6.50	$20.70
2410	TYPE A AGG BASE	Fairland Quarry	1000	Ton	$10.39	10W	$6.50	$16.89
2600	3" BASE	Fairland Quarry	1000	Ton	$8.48	10W	$6.50	$14.98
3100	3/4" CLASS A	Fairland Quarry	1000	Ton	$14.56	10W	$6.50	$21.06
3800	3" - 5" GABION	Fairland Quarry	1000	Ton	$14.82	10W	$6.50	$21.32
2400	1 1/2" BASE	Fairland Quarry	1	Ton	$8.32	10W	$6.50	$14.82

All prices and surcharges DO NOT include the applicable sales taxes.

Terms: ***Net 30 days (see attached)***

Both the Material and Freight components of this Quote may be independently subject to a monthly surcharge. Assessed surcharges will be taxable in accordance with the attached Energy Surcharge table as it corresponds to the previous months average diesel price (should it exceed the established Base Price of $3.50 per gallon) as reported on the U.S. EIA website (see attached table for details)

Accepted:_____

Date:_____

MIAMI
City of Vision, Spirit & Opportunity

SCOPE, SPECIFICATIONS, AND REQUIREMENTS

(BID RESPONSE SHEET EMBEDDED)

The purpose of this solicitation to receive sealed bids to enter into a contract for:

ANNUAL BID FOR "AS NEEDED" AGGREGATE ROCK SUPPLY (C25-09)

Project Details: The City of Miami is seeking sealed bids for non-exclusive, as-needed aggregate for all facilities owned or within the control of the City of Miami and any of its subsidiaries, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of cost per ton. There are no guaranteed quantities to be purchased. All aggregate will be purchased on an "as needed" basis.

SPECIFICATIONS AND REQUIREMENTS

DELIVERY TO BE COMPLETED WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF ORDER UNLESS OTHER REQUIRMENTS ARE NECESSARY DUE TO SPECIFIC PROJECT CONSTRAINTS.

ITEM 1 - BASE LIMESTONE

A. **CRUSHER RUN OKLAHOMA CLASS "A" 1 ¼" CRUSHED LIMESTONE BASE ROCK**, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1A: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 8.00 $ 8.32

PRICE PER TON WRITTEN OUT: eight dollars and 00/100

BID 2A: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 14.50 14.82

PRICE PER TON WRITTEN OUT: fourteen dollars and 50/100

B. CRUSHER RUN OKLAHOMA CLASS "A" 3" CRUSHED LIMESTONE BASE ROCK, MUST BE CLEAN, NO CLAY, SLATE OR SHALE.

BID 1B: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 8.15 (8.48)

PRICE PER TON WRITTEN OUT: eight dollars and 15/100

BID 2B: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 14.65 (14.98)

PRICE PER TON WRITTEN OUT: fourteen dollars and 65/100

ITEM 2 – AG BASE LIMESTONE

C. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), CRUSHED AG BASE ROCK.

BID 1C: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 9.80 (10.39)

PRICE PER TON WRITTEN OUT: nine dollars and 80/100

BID 2C: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 16.30 (16.89)

PRICE PER TON WRITTEN OUT: sixteen dollars and 30/100

ITEM 3 – WASHED CHIP LIMESTONE

D. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/4 WASHED CHIPS.

BID 1D: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ N/A

PRICE PER TON WRITTEN OUT: _____

BID 2D: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

E. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/8 WASHED CHIPS.

BID 1E: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 13.65 (Pryor Stone) 14.33

PRICE PER TON WRITTEN OUT: thirteen dollars and 65/100

BID 2E: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 29.65 (FOB Pryor Stone) 30.33

PRICE PER TON WRITTEN OUT: twenty nine dollars and 65/100

ITEM 4 – CLEAN LIMESTONE

F. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1/2 CLEAN ROCK.

BID 1F: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 13.65 14.20

PRICE PER TON WRITTEN OUT: thirteen dollars and 65/100

BID 2F: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.15 20.70

PRICE PER TON WRITTEN OUT: twenty dollars and 15/100

G. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 3/4 CLEAN ROCK.

BID 1G: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.00 $14.56

PRICE PER TON WRITTEN OUT: fourteen dollars and 06/100

BID 2G: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.50 21.06

PRICE PER TON WRITTEN OUT: twenty dollars and 50/100

53

H. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), 1 1/2 CLEAN ROCK.

BID 1H: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.00

PRICE PER TON WRITTEN OUT: fourteen dollars and 00/100

$ 14.56

BID 2H: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.50

PRICE PER TON WRITTEN OUT: twenty dollars and 50/100

21.06

ITEM 7 – LATERAL ROCK

I. 2 ½" TO 1 ½" LATERAL ROCK. NO FINES

BID 1I: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 9.80

PRICE PER TON WRITTEN OUT: nine dollars and 80/100

BID 2I: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 16.30

PRICE PER TON WRITTEN OUT: Sixteen dollars and 30/100

N/A

ITEM 8 – GABION LIMESTONE

J. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), GABION ROCK 3" TO 5"

BID 1J: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 14.25

PRICE PER TON WRITTEN OUT: fourteen dollars and 25/100

$14.82

BID 2J: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 20.75

PRICE PER TON WRITTEN OUT: twenty dollars and 25/100

21.32

54

ITEM 9 – RIP RAP LIMESTONE

K. 12" ODOT RIP RAP STATE OF OKLAHOMA SPECIFICATIONS (2019).

BID 1K: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 17.55 $18.25

PRICE PER TON WRITTEN OUT: Seventeen dollars and 55/100

BID 2K: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 25.55

PRICE PER TON WRITTEN OUT: twenty five and 55/100 26.25

ITEM 10 – PUG-MILLED LIMESTONE

L. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), PUG-MILLED LIMESTONE BASE ROCK. THE MIXTURE UNIT SHALL BE CAPABLE OF PRODUCING A CONSTANT UNIFORM MIXTURE.

BID 1L: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ N/A

PRICE PER TON WRITTEN OUT: _____

BID 2L: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ _____

PRICE PER TON WRITTEN OUT: _____

ITEM 11 – LIMESTONE SCREENING FINES

M. AGGREGATE BASE TYPE "A" STATE OF OKLAHOMA SPECIFICATIONS (2019), LIMESTONE SCREENING FINES.

BID 1M: PRICE PER TON LOADED ONTO CITY OF MIAMI TRUCKS

REGULAR WORKING HOURS $ 7.00 7.28

PRICE PER TON WRITTEN OUT: Seven dollars and 00/100

BID 2M: PRICE PER TON DELIVERED WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. DELIVERY ADDRESS TO BE SUPPLIED EACH TIME AN ORDER IS PLACED.

REGULAR WORKING HOURS $ 13.50 $13.78

PRICE PER TON WRITTEN OUT: thirteen dollars and 50/100

55

Vendor Name: Kemp Stone

Fuel Surcharge

Attached below is an Adjustment for Market Cost (Diesel) of Fuel Chart. Suppliers are to complete Fuel Surcharge (Per Ton). This is a set rate – price per Ton. It is not a percentage rate. If fuel reaches ranges listed then the successful vendors will be allowed to add a Fuel Surcharge to their invoices. If fuel costs drop dramatically, the City of Miami reserves the right to renegotiate all pricing including Fuel Surcharges.

ADJUSTMENT FOR MARKET COST OF FUEL (DIESEL)

Cost Per Gallon	Delivery – Per Ton
$4.00 & Below	No Charge
$4.01 - $4.25	No charge
$4.26 - $4.50	.20
$4.51 - $4.75	.25
$4.76 - $5.00	.30
$5.01 - $5.25	Contact main office
$5.26 - $5.50	
$5.51 - $5.75	
$5.76 - $6.00	
$6.01 - $6.25	
$6.26 - $6.50	
$6.51 - $6.75	

Pricing submitted with Solicitation
BID #C25-09 ANNUAL -FOR AGGREGATE ROCK

per quote

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10A With Collins Construction for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
25-10 Concrete Repair Collins.pdf
Collins Construction Company - Annual On Call Concrete Repair Service C25-10A FY 2025-2026 05202025.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Collins Construction Company (collectively "the parties") entered a written Contract for Annual On-Call Concrete Repair, ("Contract"), numbered C25-10, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-10 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-10 the terms of the original Contract C25-10 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for On-Call, Concrete Repair, numbered C25-10 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Collins Construction Company

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C25-10A

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Collins Construction Company ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kim McGuire
AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	PHONE (A/C, No, Ext): 417 358-8421 FAX (A/C, No): E-MAIL ADDRESS: kim.mcguire@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B : National American Insurance Company	23663
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Leroy Collins; Collins Construction Company & Roll Off Service LLC
221 S Elm St
Miami, OK 74354

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		60513959	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		60513959	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		CW53410235	03/01/2025	03/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	INLAND MARINE			60513959	03/01/2025	03/01/2026	$100k Lsd/Rntd Equipm	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami, OK 74354
(MSUA 129 5TH AVE NW MIAMI, OK.)

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

C25-10

BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

COLLINS CONSTRUCTION COMPANY

QUOTE PACKET

56

SCOPE, SPECIFICATIONS, AND REQUIREMENTS

The purpose of this Solicitation to receive sealed bids to enter into a contract for:

ON-CALL CONCRETE REPAIR SERVICE (C25-10)

Project specifics: The City is seeking sealed bids for non-exclusive, as-needed concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of a linear feet/square feet rate. Rates shall include tools, transportation, machinery, and materials commonly on-hand for the trade, such as forms, ties, rebar chairs, stakes etc. The City of Miami shall supply all major material including concrete, rebar, baskets, paving fabric, geogrid and compaction/leveling rock. Contractor will be responsible for pick-up and delivery of same.

Contractor shall coordinate with owner; all slopes, grades and compaction of proposed work prior to placement of formwork. All improvements shall be completed as per available standard construction details. Details are available upon request. Private property damaged by the Contractor shall be replaced at no cost to the Owner. Grass damaged during repairs outside of designated work area shall be repaired with a seed mix approved by the Owner. Sodded lawns damaged outside of designated work area shall be replaced in-kind in coordination between the Homeowner and the Contractor. Traffic Control shall be the responsibility of the Contractor. All traffic control shall meet the minimum requirements of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) Standards. Complete street closures will not be allowed, and streets must be reopened at the end of each business day or prior to closing the next section of work.

All positions must be licensed as required by the State of Oklahoma and registered with the City of Miami. Contractor shall be responsible for obtaining any required permits. City will waive permit fees as necessary for each work order. Successful contractor must be available with a 48-hour response time for all emergency calls, including after-hours calls. Non-emergency calls shall require no more than a 5-day response time. All work shall be completed in a timely manner.

51

BID FORM
C25-10

Vendor Name: Collins Construction Co

Prices for requested project.	Cost
Form and pour integral curb and gutter under 200 L.F.	$ 20.00 per L.F.
Form and pour integral curb and gutter over 200 L.F.	$ 20.00 per L.F.
Form and pour mountable curb and gutter under 200 L.F.	$ 20.00 per L.F.
Form and pour mountable curb and gutter over 200 L.F.	$ 20.00 per L.F.
Form and pour 4" residential driveway	$ 7.50 per S.F.
Form and pour 6" residential driveway	$ 7.50 per S.F.
Form and pour 8" commercial driveway	$ 7.50 per S.F.
Saw Cut and removal of existing driveaway and add rock provided by City for 6" or 8" driveway replacement.	$ 10.00 per S.F.
Form and pour 6" concrete street	$ 8.00 per S.F.
Form and pour 8" concrete street	$ 8.00 per S.F.
Form and pour 12" concrete street	$ 8.00 per S.F.
Removal of asphalt/concrete street (depth varies) and 16" of soil base. Price to include haul off to City of Miami to designated location.	$ 16.50 per C.Y.

58

Prices for requested project.	Cost
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$ 16.50 per C.Y.
Form and pour gutter crossings.	$ 10.00 per S.F.
Form and pour sidewalk to match existing	$ 15.00 per S.F.
Unclassified excavation (undercut) below the 16"	$ 22.50 per S.Y.
Unclassified excavation rock placement	$ 22.50 per S.Y.
Form and pour standard ADA curb ramp.	$ 40.00 per S.F.
Form and pour soft spot/utility cuts to match existing.	$ 22.50 per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$ 135.00 per hour
Skid Steer	$ 135.00 per hour
10 Wheel Dump Truck (To include driver)	$ 100.00 per hour

Signature of bidder / authorized agent: Amy Calkins

59

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF OTTAWA COUNTY)

I, F Leroy Collins, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Collins Construction Co, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

60

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 15TH day of April 20 25.

Collins Construction Co
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 15th day of April, 20 25.

(Seal)

Notary Public

OFFICIAL SEAL
JEANIE WILLIAMSON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 02005949 EXP. 04-22-2026

My Commission Expires: 4-22-26

61

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-10

2. **Bidder General Information:**

   FEI/SSN: 73-1306264 Supplier ID: _____

   Company Name: Collins Construction Co

3. **Bidder Contact Information**:

   Address: 221 So Elm St

   City: Miami State: Okla Zip Code: 74354

   Contact Name: Leroy Collins Title: Owner

   Phone # 918 542 6657 Fax # _____

   Email: leroy221elm@gmail.com Website: collinsrolloff.com

4. **Oklahoma Sales Tax Permit:**

   ☒ YES – Permit # 10671718400

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

   ☐ YES – Filing # _____

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

A [illegible] Collins 4/15/25

Authorized Signature Date

62

Client#: 13220 LEROYCOLL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/10/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of MO, LLC Beimdiek PO Box 612 Carthage, MO 64836	CONTACT NAME: Kim McGuire PHONE (A/C, No, Ext): 417 358-8421 FAX (A/C, No): E-MAIL ADDRESS: kim.mcguire@assuredpartners.com
INSURED Leroy Collins; Collins Construction Company & Roll Off Service LLC 221 S Elm St Miami, OK 74354	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United Fire & Casualty Company — 13021 INSURER B : National American Insurance Company — 23663 INSURER C : 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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		60513959	03/01/2025	03/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		60513959	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CW53410235	03/01/2025	03/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	INLAND MARINE			60513959	03/01/2025	03/01/2026	$100k Lsd/Rntd Equipm	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami, OK 74354

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 1

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add 2nd page to bid form, see page 7 of solicitation packet. Added on 3.27.25

Prices for requested project.	**Cost**
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$_____ per C.Y.
Form and pour gutter crossings.	$_____ per S.F.
Form and pour sidewalk to match existing	$_____ per S.F.
Unclassified excavation (undercut) below the 16"	$_____ per S.Y.
Unclassified excavation rock placement	$_____ per S.Y.
Form and pour standard ADA curb ramp.	$_____ per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$_____ per hour
Skid Steer	$_____ per hour
10 Wheel Dump Truck (To include driver)	$_____ per hour

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

65

Contractor Representative/Authorized Signor

66

MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 2

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add line item to 2nd page to bid form, see page 7 of solicitation packet. Added on 4.1.25

Form and pour soft spot/utility cuts to match existing.	$_____ per S.F.

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

_____

Contractor Representative/Authorized Signor

67

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10B With Goins Enterprises for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
MIAMI CONTRACT RENEWAL AMENDMENT.pdf
Goins Pricing.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Goins Enterprises, Inc. (collectively "the parties") entered a written Contract for Annual On-Call Concrete Repair ("Contract"), numbered C25-10, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-10 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-10 the terms of the original Contract C25-10 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for On-Call, Concrete Repair, numbered C25-10 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS 8th **DAY OF** June **, 2026**:

Bless Parker, Mayor

Josh Flager
Goins Enterprises, Inc

ATTEST:

Melissa Moore, City Clerk

Misty Barnes, City Attorney

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-10

2. **Bidder General Information:**

FEI/SSN: 88-2802248 Supplier ID: _____

Company Name: Goins Enterprises, Inc

3. **Bidder Contact Information**:

Address: 3255 N County lane 252

City: Joplin State: MO Zip Code: 64801

Contact Name: Josh Flager Title: President

Phone # 417-659-6082 Fax # 417659-6092

Email: contact@goinsent.com Website: _____

4. **Oklahoma Sales Tax Permit:**

❑ YES – Permit # To be provided by the City

❑ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

☑ YES – Filing # 2313158816

❑ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

☑ YES – Include a certificate of insurance with the proposal.

❑ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

_____ 4-16-2025

Authorized Signature Date

BID FORM
C25-10

Vendor Name: Goins Enterprises, Inc

Prices for requested project.	Cost
Form and pour integral curb and gutter under 200 L.F.	$ 65 per L.F.
Form and pour integral curb and gutter over 200 L.F.	$ 65 per L.F.
Form and pour mountable curb and gutter under 200 L.F.	$ 65 per L.F.
Form and pour mountable curb and gutter over 200 L.F.	$ 65 per L.F.
Form and pour 4" residential driveway	$ 15 per S.F.
Form and pour 6" residential driveway	$ 18 per S.F.
Form and pour 8" commercial driveway	$ 20 per S.F.
Saw Cut and removal of existing driveaway and add rock provided by City for 6" or 8" driveway replacement.	$ 20 per S.F.
Form and pour 6" concrete street	$ 16 per S.F.
Form and pour 8" concrete street	$ 18 per S.F.
Form and pour 12" concrete street	$ 20 per S.F.
Removal of asphalt/concrete street (depth varies) and 16" of soil base. Price to include haul off to City of Miami to designated location.	$ 15 per C.Y.

MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 1

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add 2nd page to bid form, see page 7 of solicitation packet. Added on 3.27.25

Prices for requested project.	**Cost**
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$ 25 per C.Y.
Form and pour gutter crossings.	$ 15 per S.F.
Form and pour sidewalk to match existing	$ 15 per S.F.
Unclassified excavation (undercut) below the 16"	$ 45 per S.Y.
Unclassified excavation rock placement	$ 45 per S.Y.
Form and pour standard ADA curb ramp.	$ 35 per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$ 140 per hour
Skid Steer	$ 140 per hour
10 Wheel Dump Truck (To include driver)	$ 130 per hour

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

Contractor Representative/Authorized Signor

MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 2

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add line item to 2nd page to bid form, see page 7 of solicitation packet. Added on 4.1.25

Form and pour soft spot/utility cuts to match existing.	$ 25 per S.F.

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

Contractor Representative/Authorized Signor

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

I, Josh Flager, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Goins Enterprises, Inc the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 17 day of April 20 25.

Goins Enterprises, Inc
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 17th day of APRIL, 20 25.

Seal

TERESA K BATCHELOR
MY COMMISSION EXPIRES
10-21-2025
NOTARY SEAL
#13539466
JASPER COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

Teresa K. Batchelor
Notary Public

My Commission Expires:
10-21-2025

CERTIFICATE OF LIABILITY INSURANCE

9/1/2025

DATE (MM/DD/YYYY) 8/9/2024

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 Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1451985 GOINS ENTERPRISES INC. 3255 COUNTY LANE 252 JOPLIN MO 64801-4368	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Indemnity Company of America — 25666 INSURER B : The Travelers Indemnity Company of Connecticut — 25682 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Standard Fire Insurance Company — 19070 INSURER E : Valley Forge Insurance Company — 20508 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19517121 **REVISION NUMBER:** XXXXXXX

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $5,000 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	DTCO8W456690TIA24	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	8108W4109522426	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	CUP8W5623692426	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB8W4570592426G	9/1/2024	9/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	CONTRACTORS EQUIPMENT	N	N	7092643192	9/1/2024	9/1/2025	LSD/RTD $1,000,000 $5,000 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GOINS ENTERPRISES INC., PROJECT OWNER, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY, FOR ONGOING AND COMPLETED OPERATIONS, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES ON GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

19517121
GOINS ENTERPRISES INC.
3255 N COUNTY LANE 252
JOPLIN, MO 64801

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

Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DM Gary Holding Company

2 Business name/disregarded entity name, if different from above
Goins Enterprises Inc. (a disregarded entity) (88-2802248)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7500 College Blvd, Ste 775

Requester's name and address (optional)

6 City, state, and ZIP code
Overland Park, KS 66210

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 2 - 4 5 9 0 3 8 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ [illegible]

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10C With Scott Construction for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
25-10 Concrete Repair Scott Construction.pdf
C25-10 C Scott.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Scott Construction (collectively "the parties") entered a written Contract for Annual On-Call Concrete Repair, ("Contract"), numbered C25-10, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-10 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-10 the terms of the original Contract C25-10 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for On-Call, Concrete Repair, numbered C25-10 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Scott Construction

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

CONTRACT NO.: C25-10C

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Scott Construction ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

E-MAILED 6/18/2025

4. **General Provisions.** The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

E-MAILED 10/14/2025

SCOTSHA-02 LEVANS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2025

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 & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Lona Evans PHONE (A/C, No, Ext): (405) 463-7521 FAX (A/C, No): E-MAIL ADDRESS: levans@rcins.com
INSURED Scott Sharpensteen dba 1610 Washington Drive Miami, OK 74354	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: BITCO GENERAL INS CORP — 20095 INSURER B: INSURER C: 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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	CLP3755640	4/14/2025	4/14/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			CAP3755641	4/14/2025	4/14/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			CUP3755642	4/14/2025	4/14/2026	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Inland Ma			CLP3755640	4/14/2025	4/14/2026	Leased/Rented Equip	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as Respects to
General Liability as Required by Written Contract. Waiver of Subrogation
Is included in Favor of Certificate Holder as Respects to General
Liability as Required by Written Contract.

CERTIFICATE HOLDER

City of Miami-Special Utility Authority
129 5th NW
Miami, OK 74354

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

Randy D Will

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2025

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	CONTACT NAME: CompSource Mutual Insurance Company
	PHONE (A/C, No, Ext): (405) 232-7663 ext. 5102 / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CompSource Mutual Insurance Company	36188
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Sharpensteen, Scott dba Scott Construction
PO Box 176
Commerce, OK 74339

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		01880207 25 1	04/01/2025	04/01/2026	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF MIAMI
PO BOX 1288
MIAMI, OK 74355

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED:
CompSource Mutual Insurance Company		Sharpensteen, Scott dba Scott Construction PO Box 176 Commerce, OK 74339
POLICY NUMBER 01880207 25 1		
CARRIER CompSource Mutual Insurance Company	NAIC CODE 36188	EFFECTIVE DATE: 04/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

DBA names:
Scott Construction

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

C25-10

BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

SCOTT CONSTRUCTION

QUOTE PACKET

45

MIAMI
City of Vision, Spirit & Opportunity

SOLICITATION

Solicitation #: C25-10

Solicitation Issue Date: March 21st, 2025

Solicitation Type: Formal Bid

Title: BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

Brief Description: The City is seeking sealed bids for non-exclusive, as-needed, concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 17th, 2025

Time: 11 A.M.

Issued By Purchasing Agent, Brian Brassfield

RETURN SEALED BID TO:

Brian Brassfield – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354

46

MIAMI
City of Vision, Spirit & Opportunity

BID FORM
C25-10

Vendor Name: Jolt Construction

Prices for requested project.	Cost
Form and pour integral curb and gutter under 200 L.F.	$ 50.00 per L.F.
Form and pour integral curb and gutter over 200 L.F.	$ 50.00 per L.F.
Form and pour mountable curb and gutter under 200 L.F.	$ 50.00 per L.F.
Form and pour mountable curb and gutter over 200 L.F.	$ 50.00 per L.F.
Form and pour 4" residential driveway	$ 11.00 per S.F.
Form and pour 6" residential driveway	$ 11.00 per S.F.
Form and pour 8" commercial driveway	$ 11.00 per S.F.
Saw Cut and removal of existing driveaway and add rock provided by City for 6" or 8" driveway replacement.	$ 6.00 per S.F.
Form and pour 6" concrete street	$ 14.00 per S.F.
Form and pour 8" concrete street	$ 14.00 per S.F.
Form and pour 12" concrete street	$ 14.00 per S.F.
Removal of asphalt/concrete street (depth varies) and 16" of soil base. Price to include haul off to City of Miami to designated location.	$ 39.00 per C.Y.

47

Prices for requested project.	Cost
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$ 45.00 per C.Y.
Form and pour gutter crossings.	$ 35.00 per S.F.
Form and pour sidewalk to match existing	$ 35.00 per S.F.
Unclassified excavation (undercut) below the 16"	$ 35.00 per ~~S.Y.~~ CY
Unclassified excavation rock placement	$ 35.00 per ~~S.Y.~~ CY
Form and pour standard ADA curb ramp.	$ 100.00 per S.F.
Form and pour soft spot/utility cuts to match existing.	$ 35.00 per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$ 145.00 per hour
Skid Steer	$ 100.00 per hour
10 Wheel Dump Truck (To include driver)	$ 145.00 per hour

Signature of bidder / authorized agent: _____

48

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Scott Shangreaux, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Scott Construction, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

49

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / No**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 8 day of April 20 2025.

Scott Construction
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 8 day of April, 2025.

(Seal)

M. FRISBIE NOTARY PUBLIC # 01013907 EXP. _____ IN AND FOR STATE OF OKLAHOMA OTTAWA COUNTY

Notary Public

My Commission Expires: 8.17.25

50

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-10

2. **Bidder General Information:**
   FEI/SSN: [redacted] Supplier ID: N/A
   Company Name: Scott Construction

3. **Bidder Contact Information**:
   Address: PO Box 176
   City: Commerce OK State: OK Zip Code: 74339
   Contact Name: Scott Sharpenteen Title: Owner
   Phone # 918-542-0486 Fax # 918-675-5122
   Email: Scotts@NEOK.com Website: _____

4. **Oklahoma Sales Tax Permit:**
   ❑ YES – Permit # N/A
   ❑ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**
   ❑ YES – Filing # N/A
   ❑ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**
   ❑ YES – Include a certificate of insurance with the proposal.
   ❑ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Scott Sharpenteen — 4/8/2025
Authorized Signature — Date

51

SCOTSHA-02 LEVANS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2025

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 & Cartmill, Inc.
9401 Cedar Lake Avenue
Oklahoma City, OK 73114

CONTACT NAME: Lona Evans
PHONE (A/C, No, Ext): (405) 463-7521 FAX (A/C, No):
E-MAIL ADDRESS: levans@rcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO GENERAL INS CORP	20095
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Scott Sharpensteen dba
1610 Washington Drive
Miami, OK 74354
[redacted]

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CLP3755640	4/14/2025	4/14/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			CAP3755641	4/14/2025	4/14/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			CUP3755642	4/14/2025	4/14/2026	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Inland Ma			CLP3755640	4/14/2025	4/14/2026	Leased/Rented Equip	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Included as Additional Insured as Respects to General Liability as Required by Written Contract. Waiver of Subrogation is Included in Favor of Certificate Holder as Respects to General Liability as Required by Written Contract.

CERTIFICATE HOLDER

City of Miami-Special Utility Authority
129 5th NW
Miami, OK 74354

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
Randy A Wall

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2025

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	CONTACT NAME: CompSource Mutual Insurance Company
	PHONE (A/C, No, Ext): (405) 232-7663 ext. 5102 — FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CompSource Mutual Insurance Company	36188
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Sharpensteen, Scott dba Scott Construction
PO Box 176
Commerce, OK 74339

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A		01880207 25 1	04/01/2025	04/01/2026	E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF MIAMI
PO BOX 1288
MIAMI, OK 74355

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED:
CompSource Mutual Insurance Company		Sharpensteen, Scott dba Scott Construction PO Box 176 Commerce, OK 74339
POLICY NUMBER 01880207 25 1		
CARRIER CompSource Mutual Insurance Company	NAIC CODE 36188	EFFECTIVE DATE: 04/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ____25____ FORM TITLE: _Certificate of Liability Insurance_____

DBA names:
Scott Construction

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

54

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10D With Torres Concrete for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Torres Concrete Construction - Annual On Call Concrete Repair Service C25-10D FY 2025-2026 05202025.pdf
Torres Concrete Construction 26 27 Amendment.pdf

CONTRACT NO.: C25-10D

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Torres Concrete Construction ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~
Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/16/2025

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	CONTACT NAME:	
Standard Lines Services, a Division of Graham-Rogers 501 SE Frank Phillips Blvd, Ste 100 Bartlesville OK 74003	PHONE (A/C, No, Ext): (800) 570-0767	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Grain Dealers Mutual Ins Co	22098
INSURED Hugo Torres DBA Torres Construction 910 L St NW Miami OK 74354	INSURER B :	
	INSURER C :	
	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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY	Y	Y	CP00094836	01/01/2025	01/01/2026	EACH OCCURRENCE	$ $1,000,000
	☐ CLAIMS-MADE ✔ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $500,000
							MED EXP (Any one person)	$ $10,000
							PERSONAL & ADV INJURY	$ $1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ $2,000,000
	☐ POLICY ✔ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ $2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WK00008722	01/01/2025	01/01/2026	✔ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ $500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $500,000
							E.L. DISEASE - POLICY LIMIT	$ $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured-Completed Operations when required by written contract (BPM 3142 02-15)
GENERAL LIABILITY: Blanket Additional Insured when required by written contract (BP 04 51 01-06) Blanket Waiver of Subrogation when required by written contract (BP 04 97 01-06) Blanket Primary/Non-Contributory when required by written contract (BPM 3148 05-15)

CERTIFICATE HOLDER

City of Miami & MSUA
129 5th Ave NW
Miami OK 74354

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

C25-10

BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

TORRES CONCRETE CONSTRUCTION

QUOTE PACKET

18

MIAMI
City of Vision, Spirit & Opportunity

SOLICITATION

Solicitation #: C25-10

Solicitation Issue Date: March 21st, 2025

Solicitation Type: Formal Bid

Title: BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

Brief Description: The City is seeking sealed bids for non-exclusive, as-needed, concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 17th, 2025

Time: 11 A.M.

Issued By Purchasing Agent, Brian Brassfield

RETURN SEALED BID TO:

Brian Brassfield – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354

79

INSTRUCTIONS TO BIDDERS

SEALED BIDS Bidders are invited to submit a bid to the City of Miami in a sealed envelope which is **clearly marked with the solicitation number and the name and address of the bidder**, to perform all work necessary to comply with the specifications and conditions contained herein.

BRIEF DESCRIPTION OF OPPORTUNITY Non-exclusive, as-needed concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority. A response to this solicitation for bids will consist of specifying the labor rates the Bidder will charge the City of Miami (in linear feet/square feet) for the specified services. The amounts must be included in the proposer's response to this solicitation for bids as evidenced by completion of the Bid Form for C25-10 and returning it to the City Purchasing Agent by 11a.m. April 17th, 2025, along with all other required documents cited herein.

INTERPRETATION OF CONTRACT DOCUMENTS Questions regarding documents, discrepancies, omissions, or intent of the scope/specifications shall be submitted in writing to the City through the Purchasing Agent at least seven (7) days prior to opening of bids to provide time for issuing and forwarding an addendum to the Solicitation packet. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the City of Miami to each person receiving a set of documents. The City of Miami will not be responsible for any other explanations or interpretation of the contract documents.

USE FORMS PROVIDED; OTHER DOCUMENTS Bids must be returned on forms provided in a sealed envelope. When submitting additional information, please do so on additional paper. The following must be provided with the response:

- Bidder's Response Sheet
- Bid Form
- Non-Collusion Affidavit
- Copy of Trade License(s) if applicable
- Proof of Worker's Compensation Insurance or affidavit of exempt status
- W-9

WITHDRAWAL OF BIDS Any bids may be withdrawn at any time prior to the hour fixed in the solicitation for sealed bids for the opening of bids, provided that a request in writing, executed by the bidder, or the bidder's duly authorized representative, for the withdrawal of such bid is filed with the City prior to the time specified for opening of bids. The withdrawal of such bid will not prejudice the right of a bidder to file a new bid.

PENALTY FOR COLLUSION If at any time it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any bid, colluded with any other party or parties, then the contract so awarded shall be null and void, and the bidder/Contractor shall be liable to the City for all loss or damage which the City may suffer thereby, and the City may advertise for new bids for said work.

LICENSE Each Bidder shall possess such State and local license(s) as are required by law and shall furnish copies of the same with its bid. Upon request, the successful Contractor shall furnish proof that any such license(s) continue in effect during the entire term of the contract.

80

TITLE 18 COMPLIANCE To the extent applicable, Compliance with Oklahoma's General Corporation Act and the Limited Liability Company Act is required before a Contract will be awarded. Each bidder representing a corporation, limited liability company, or other formal business structure, agrees to provide upon request a Federal Employer's Identification Number and proof of lawful filing with the Oklahoma Secretary of State as required by Oklahoma's General Corporation Act and the Limited Liability Company Act. (See 18 O.S. §§ 1000-1144, 2000-2060).

LIABILITY INSURANCE The award of any contract is conditioned upon the successful Contractor's submission of a Certificate of Liability Insurance reflecting coverage of the type(s) and in the amount(s) set forth in the contract form and naming the City of Miami as an additional insured on the policy/ies.

OPENING OF BIDS Bids will be opened and recorded at the time and place indicated in the solicitation for sealed bids. Bidders or their agents are invited to be present.

ACCEPTANCE AND REJECTION OF BIDS The City of Miami reserves the right to accept the bid which, in its judgment is the best offer, to reject any or all bids, and to waive irregularities or informalities at its discretion.

AWARD OF CONTRACT The award of any contract will be made to the bidder offering the best value and having provided the necessary insurance and other documents required per the solicitation for bids and these Instructions. It is anticipated that approval will be received within 30 days of opening of bids. In the event that the approvals are not received, or the City of Miami cannot award or reject said bids within 60 days from the date of opening bids, participants shall have the right to withdraw their bids on written notice to the City.

EXECUTION OF CONTRACT The contract executed by the successful Contractor, together with the required proof of insurance and other documents, shall be returned to the purchasing agent within 10 days from and after the date of the award of the contract.

FAILURE TO EXECUTE AGREEMENT AND PROVIDE PROOF OF INSURANCE Failure of a successful Contractor to execute the agreement and submit the required proof(s) of insurance within the required time shall be just cause for the annulment of the award. Upon annulment of an award as aforesaid, the City may then award the contract to the bidder offering the next best bid.

UTILITY MANHOLES/VALVES When the lowering or raising of manholes or valves is necessary or incidental to performance of any part of the contract, it shall be the responsibility of the Contractor to notify the Director of Public Utilities/designee in advance of such action.

LOCATING UNDERGROUND UTILITIES When necessary to performance of the contract, it shall be the responsibility of the Contractor to call OKIE before digging. To submit a locate request by phone, dial 811 or 1(800)522-OKIE. Contractor shall call OKIE prior to any excavation. It is the Contractor's responsibility to locate and preserve all utilities. The City shall not be responsible for or pay for any damage caused by the Contractor to any utility above or below ground. All damage to City's utilities will be billed to Contractor at a reasonable rate. This will cover the material and manpower of the repair.

PAYMENT Payment requests shall be submitted in the form of a detailed invoice provided on a monthly basis by the Contractor to the Public Works Director/designee, who will sign such invoice if satisfied with the work reflected therein. The invoice will then be submitted to Finance and set for approval at the next meeting of the City Council. Upon approval by the Council, a check will be issued to the Contractor

FINAL PAYMENT – LIEN RELEASE The final payment request of any 1-year term of the contract shall include a signed lien release on the form provided, for all work performed pursuant to the contract.

81

LEGAL CONTRACT A submitted bid constitutes a legal offer, and any bid, when accepted by the City, shall constitute an enforceable contract.

The contract resulting from this solicitation shall include the following documents:

- Solicitation, including these Instructions and the Contract, as amended (if applicable); and
- Successful bid (including required certifications), to the extent the bid does not conflict with the scope/specifications or anything in the Solicitation

Collectively, the documents comprising the contract shall be referred to as the "Contract Documents".

EMPLOYMENT RELATIONSHIP The contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the City of Miami. The Contractor's employees shall not be considered employees of the City of Miami for any purpose, and accordingly shall not be eligible for rights or benefits accruing to City employees; nor shall the City be responsible with respect to Contractor or Contractor's employees for any Workers' Compensation benefits or other benefits required under state or federal law.

82

MIAMI
City of Vision, Spirit & Opportunity

SCOPE, SPECIFICATIONS, AND REQUIREMENTS

The purpose of this Solicitation to receive sealed bids to enter into a contract for:

ON-CALL CONCRETE REPAIR SERVICE (C25-10)

Project specifics: The City is seeking sealed bids for non-exclusive, as-needed concrete repair service to all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of a linear feet/square feet rate. Rates shall include tools, transportation, machinery, and materials commonly on-hand for the trade, such as forms, ties, rebar chairs, stakes etc. The City of Miami shall supply all major material including concrete, rebar, baskets, paving fabric, geogrid and compaction/leveling rock. Contractor will be responsible for pick-up and delivery of same.

Contractor shall coordinate with owner; all slopes, grades and compaction of proposed work prior to placement of formwork. All improvements shall be completed as per available standard construction details. Details are available upon request. Private property damaged by the Contractor shall be replaced at no cost to the Owner. Grass damaged during repairs outside of designated work area shall be repaired with a seed mix approved by the Owner. Sodded lawns damaged outside of designated work area shall be replaced in-kind in coordination between the Homeowner and the Contractor. Traffic Control shall be the responsibility of the Contractor. All traffic control shall meet the minimum requirements of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) Standards. Complete street closures will not be allowed, and streets must be reopened at the end of each business day or prior to closing the next section of work.

All positions must be licensed as required by the State of Oklahoma and registered with the City of Miami. Contractor shall be responsible for obtaining any required permits. City will waive permit fees as necessary for each work order. Successful contractor must be available with a 48-hour response time for all emergency calls, including after-hours calls. Non-emergency calls shall require no more than a 5-day response time. All work shall be completed in a timely manner.

83

MIAMI
City of Vision, Spirit & Opportunity

BID FORM
C25-10

Vendor Name: Hugo Torres

Prices for requested project.	Cost
Form and pour integral curb and gutter under 200 L.F.	$ 17.50 per L.F.
Form and pour integral curb and gutter over 200 L.F.	$ 16.75 per L.F.
Form and pour mountable curb and gutter under 200 L.F.	$ 16.50 per L.F.
Form and pour mountable curb and gutter over 200 L.F.	$ 16.25 per L.F.
Form and pour 4" residential driveway	$ 5.85 per S.F.
Form and pour 6" residential driveway	$ 6.35 per S.F.
Form and pour 8" commercial driveway	$ 6.45 per S.F.
Saw Cut and removal of existing driveaway and add rock provided by City for 6" or 8" driveway replacement.	$ 8.45 per S.F.
Form and pour 6" concrete street	$ 2.30 per S.F.
Form and pour 8" concrete street	$ 2.50 per S.F.
Form and pour 12" concrete street	$ 3.25 per S.F.
Removal of asphalt/concrete street (depth varies) and 16" of soil base. Price to include haul off to City of Miami to designated location.	$ _____ per C.Y.

84

Prices for requested project.	Cost
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$_____ per C.Y.
Form and pour gutter crossings.	$ 4 50 per S.F.
Form and pour sidewalk to match existing	$ 12 25 per S.F.
Unclassified excavation (undercut) below the 16"	$_____ per S.Y.
Unclassified excavation rock placement	$_____ per S.Y.
Form and pour standard ADA curb ramp.	$ 12 50 per S.F.
Form and pour soft spot/utility cuts to match existing.	$ 10 00 per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$ 64 00 per hour
Skid Steer	$ 64 00 per hour
10 Wheel Dump Truck (To include driver)	$ 90 00 per hour

Signature of bidder / authorized agent: _____

85

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this _____ day of _____, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Torres Concrete Construction ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

86

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

87

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

_____		_____	4/1/25
City of Miami	Date	Contractor	Date
Bless Parker, Mayor			
		Title: owner	

Attest:

_____

Melissa Moore, City Clerk

88

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF OTTAWA)

I, Hugo Torres, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Torres Concrete Const., the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

89

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes / (No)**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 1st day of April 2025.

Torres Concrete Construction
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 1st day of April, 2025.

(Seal)

OFFICIAL SEAL
KIMBERLY J. REYES
NOTARY PUBLIC OKLAHOMA
CRAIG COUNTY
COMM. NO. 11005469 EXP. 06-16-2027

Kimberly J. Reyes
Notary Public

My Commission Expires: 06.16.2027

90

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-10

2. **Bidder General Information:**

FEI/SSN: _____ Supplier ID: 68-0639715

Company Name: Torres Concrete Construction

3. **Bidder Contact Information**:

Address: 910 L st. N.W.

City: miami State: ok Zip Code: 74354

Contact Name: Hugo Torres Title: Owner

Phone # 918 541 6496 Fax # _____

Email: Torres concrete construction 7435@gmail.com Website: _____

4. **Oklahoma Sales Tax Permit:**

☑ YES – Permit # 68-0639715

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

☐ YES – Filing # _____

☑ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

sole proprietership

6. **Workers' Compensation Insurance Coverage:**

☑ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

4/1/25
Date

91

MIAMI
City of Vision, Spirit & Opportunity

LIEN RELEASE

WHEREAS, Torres Concrete Construction has contracted with the City of Miami to furnish materials and/or labor and services for

ANNUAL ON-CALL CONCRETE REPAIR

Contract #: C25-10

THEREFORE, the undersigned Contractor does hereby certify and warrant that they have made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work and have received payment in accordance with the contract through the date of this Release. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Miami, its agents, and the contract improvements and real property.

Contractor: Torres Concrete Construction

Authorized Agent: Hugo Torres

Typed or Printed Name: _____

Title: Owner

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

Before me, a Notary Public in and for said County and State, on this 1st day of April, 20 25. Personally appeared Hugo Torres, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office, the day and year above written.

(Seal)

OFFICIAL SEAL
KIMBERLY J. REYES
NOTARY PUBLIC OKLAHOMA
CRAIG COUNTY
COMM. NO. 11005469 EXP. 06-16-2027

Kimberly J. Reyes
Notary Public

My Commission Expires: 06.16.2027

92

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Torres Concrete Construction (collectively "the parties") entered a written Contract for Annual On-Call Concrete Repair, ("Contract"), numbered C25-10, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-10 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-10 the terms of the original Contract C25-10 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for On-Call, Concrete Repair, numbered C25-10 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
Torres Concrete Construction

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-10E With Prestige Construction Services for Annual On-Call Concrete Repair Service (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
C25-10 Prestige 25-10, Amendment Concrete Repair.pdf
Prestige Construction Services, LLC - Annual On Call Concrete Repair Service C25-10E FY 2025-2026 05202025.pdf

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Prestige Construction Services, LLC (collectively "the parties") entered a written Contract for Annual On-Call Concrete Repair, ("Contract"), numbered C25-10, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-10 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-10 the terms of the original Contract C25-10 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for On-Call, Concrete Repair, numbered C25-10 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS 8 **DAY OF** May **, 2026**:

Bless Parker, Mayor	Prestige Construction Services, LLC
ATTEST:	
Melissa Moore, City Clerk	Misty Barnes, City Attorney

CONTRACT NO.: C25-10 E

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL ON-CALL CONCRETE REPAIR SERVICE (C25-10)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Prestige Construction Services, LLC. ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Contract Term, Renewal Option, and Price Increases.** Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the City and its affiliates needs for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the City and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. **Termination Prior to End of Contract Term.** Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. **Insurance and Indemnity.** The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. **General Provisions.** The following general provisions shall apply to this Contract:

   a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

   b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

   c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

   d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

   e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

   f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

   g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

   h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

   i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

   j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

   k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06-24-25

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	CONTACT NAME:	
The Cole Organization Inc. 1 S. Main Street Miami, OK 74354	PHONE (A/C, No, Ext): (918)542-5480	FAX (A/C, No):
	E-MAIL ADDRESS: brittney@thecoleorganization.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Risk Placement Services	
INSURED	INSURER B : Compsource Oklahoma	
Bart Wright DBA: Prestige Construction 11300 S Hwy 69 Miami, Ok 74354	INSURER C :	
	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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	NN1245634	4/4/25	4/4/26	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	03448461-23-1	10/9/24	10/9/25	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

City Of Miami, OK | MSUA

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

Brittney Collins, Agent

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

C25-10

BID FOR ANNUAL ON-CALL CONCRETE REPAIR SERVICE

PRESTIGE CONSTRUCTION

QUOTE PACKET

35

MIAMI
City of Vision, Spirit & Opportunity

BID FORM
C25-10

Vendor Name: Prestige Construction Services LLC

Prices for requested project.	Cost
Form and pour integral curb and gutter under 200 L.F.	$ 15.75 per L.F.
Form and pour integral curb and gutter over 200 L.F.	$ 15.00 per L.F.
Form and pour mountable curb and gutter under 200 L.F.	$ 14.50 per L.F.
Form and pour mountable curb and gutter over 200 L.F.	$ 14.00 per L.F.
Form and pour 4" residential driveway	$ 1.90 per S.F.
Form and pour 6" residential driveway	$ 2.00 per S.F.
Form and pour 8" commercial driveway	$ 2.05 per S.F.
Saw Cut and removal of existing driveaway and add rock provided by City for 6" or 8" driveway replacement.	$ 3.25 per S.F.
Form and pour 6" concrete street	$ 1.90 per S.F.
Form and pour 8" concrete street	$ 2.00 per S.F.
Form and pour 12" concrete street	$ 2.10 per S.F.
Removal of asphalt/concrete street (depth varies) and 16" of soil base. Price to include haul off to City of Miami to designated location.	$ 46 per C.Y.

36

MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 1

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add 2nd page to bid form, see page 7 of solicitation packet. Added on 3.27.25

Prices for requested project.	**Cost**
Replacement of 16" of aggregate base in lifts. Aggregate base provided by the city. Including placement of geogrid and geo-fabric	$ 7.25 per C.Y.
Form and pour gutter crossings.	$ 4.50 per S.F.
Form and pour sidewalk to match existing	$ 3.50 per S.F.
Unclassified excavation (undercut) below the 16"	$ 36.00 per S.Y.
Unclassified excavation rock placement	$ 36.00 per S.Y.
Form and pour standard ADA curb ramp.	$ 6.00 per S.F.
Prices for Machine work not priced above	**Cost Per Hour**
Mini Excavator	$ 95 per hour
Skid Steer	$ 95 per hour
10 Wheel Dump Truck (To include driver)	$ 100 per hour

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

MIAMI
City of Vision, Spirit & Opportunity

ADDENDUM NO. 2

BID #C25-10 Title: ON-CALL CONCRETE REPAIR SERVICE

1. Add line item to 2nd page to bid form, see page 7 of solicitation packet. Added on 4.1.25

Form and pour soft spot/utility cuts to match existing.	$ 6.50 per S.F.

Contractors, please acknowledge receipt of this addendum by signing below and returning to my e-mail b.brassfield@miamiokla.net Also include this addendum in your bid submissions.

Contractor Representative/Authorized Signor

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Bart Wright, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Prestige Construction Services LLC, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one: Yes (No)**

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 17th day of April 20 25.

Prestige Construction Services LLC
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 17th day of April, 20 25.

(Seal)

Kilie VanCleave
Notary Public

OFFICIAL SEAL
KILIE VANCLEAVE
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 13002953 EXP. 03-27-2029

My Commission Expires: March 27, 2029

40

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-10

2. **Bidder General Information:**

   FEI/SSN: 87-2636789 Supplier ID: _____

   Company Name: Prestige Construction Services LLC

3. **Bidder Contact Information**:

   Address: 11300 Hwy 69

   City: Miami State: OK Zip Code: 74354

   Contact Name: Bart Wright Title: Owner

   Phone # 918-533-3995 Fax # _____

   Email: bart@prestigeconstructionservicesllc.net Website: _____

4. **Oklahoma Sales Tax Permit:**

   ☐ YES – Permit # _____

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

   ☒ YES – Filing # 5104187002

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

   ☒ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

4/17/25
Date

41

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/25

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	CONTACT NAME:	
The Cole Organization Inc. 1 S. Main Street Miami, OK 74354	PHONE (A/C, No, Ext): (918)542-5480	FAX (A/C, No):
	E-MAIL ADDRESS: brittney@thecoleorganization.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Risk Placement Services	
INSURED	INSURER B : Compsource Oklahoma	
Bart Wright DBA: Prestige Construction 11300 S Hwy 69 Miami, Ok 74354	INSURER C :	
	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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			NN1245634	4/4/25	4/4/26	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			03448461-23-1	10/9/24	10/9/25	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

City Of Miami

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

Brittney Collins, Agent

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Printed by BLC on April 17, 2025 at 08:15AM

Contractor Representative/Authorized Signor

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-11 With Muskogee Sand for "As Needed" Concrete Sand Supply (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:
Muskogee Sand is increasing their price by 10% for sand from $10 per ton to $11 per ton picked up.
Their price went up approx. 3.5% for sand from $28 per ton to $29 per ton delivered.

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Muskogee Sand - Annual As Needed Concrete Sand Supply C25-11 FY 2025-2026 05202025.pdf
MIAMI - Annual Aggregate Bid - Sand_CITY OF MIAMI_00000794.pdf
2026.04.14 Muskogee Sand 25-11, Amendment 1 Leg Rev.docx

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL "AS NEEDED" CONCRETE SAND SUPPLY (C25-11)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Muskogee Sand ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST:

~~Melissa Maples, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSUA Chairman

COMPANY

ATTEST:

~~Melissa Maples, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSUA Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/18/2025

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	CONTACT NAME: Regina Musich	
Brown & Brown Insurance Services, Inc. 208 North Mill St Pryor OK 74361	PHONE (A/C, No, Ext): (918) 825-3295	FAX (A/C, No): (888) 296-5431
	E-MAIL ADDRESS: Regina.Musich@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BITCO General Insurance Corporation	20095
INSURED Muskogee Sand Company, Inc. P.O. Box 968 Pryor OK 74362	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2462586621 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CLP3745491	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		CAP3745490	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP3745487	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC3745489	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			CLP3745492	07/01/2024	07/01/2025	Leased & Rented Equipment	$375,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Miami and Miami Special Utility Authority are additional insured in regard to General and Auto Liaibilty. Umbrella is follow form.

CERTIFICATE HOLDER

City of Miami
Miami Special Utility Auth.
PO Box 1288
Miami OK 74355

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

C25-11

ANNUAL BID FOR CONCRETE SAND

MUSKOGEE SAND

QUOTE PACKET

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-11

2. **Bidder General Information:**

   FEI/SSN: 73-1119761

   Company Name: Muskogee Sand

3. **Bidder Contact Information:**

   Address: PO Box 927

   City: Pryor State: OK Zip Code: 74362

   Contact Name: Deron Jennings Title:

   Phone # 918-530-6809 Fax # 918-825-3388

   Email: [redacted] sales@kempquarries.com Website:

4. **Oklahoma Sales Tax Permit:**

   ☑ YES – Permit # 1289166848

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

   ☑ YES – Filing # MS-1900364735

   ☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

   ☑ YES – Include a certificate of insurance with the proposal.

   ☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

[signature] 4-15-25

Authorized Signature Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2025

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	CONTACT NAME: Regina Musich	
Brown & Brown Insurance Services, Inc. 208 North Mill St Pryor OK 74361	PHONE (A/C, No, Ext): (918) 825-3295	FAX (A/C, No): (888) 296-5431
	E-MAIL ADDRESS: Regina.Musich@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BITCO General Insurance Corporation	20095
INSURED Muskogee Sand Company, Inc. P.O. Box 968 Pryor OK 74362	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2462586621 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CLP3745491	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CAP3745490	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP3745487	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3745489	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			CLP3745492	07/01/2024	07/01/2025	Leased & Rented Equipment	$375,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Miami
129 5th Ave NW
Miami OK 74354

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Mayes)

I, Stacy Wolfe, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of Muskogee Sand, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

Certified this 15th day of April 20 25.

Muskogee Sand
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 15th day of April, 20 25.

(Seal)

Notary Public

BRANDON KYLE KEMP
Notary Public, State of Oklahoma
Commission # 23016072
My Commission Expires 12-12-2027

My Commission Expires:

MIAMI
City of Vision, Spirit & Opportunity

BID RESPONSE FORM
C25-11

VENDOR NAME: Muskogee Sand

(A) PASSING ¾" (19.0MM) SIEVE 100%
PASSING NO. 4 (4.75MM) SIEVE NOT OVER 5%

(B) FILTER SAND SHALL BE WELL GRADED SAND CONFORMING TO THE FOLLOWING REQUIREMENTS:
PASSING 3/8" (9.5MM) SIEVE 100%
PASSING NO. 4 SIEVE 95-100%
PASSING NO. 16 (1.18MM) SIEVE 45-85%
PASSING NO.50 (0.30MM) SIEVE 5-30%
PASSING NO.100 (0.15MM) SIEVE 0-10%

(C) SAMPLING AND TESTING.
SAMPLING AND TESTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING AASHTO METHODS:
SAMPLING T 2
SIEVE ANALYSIS T 27

SHOW PRICING AS COST PER TON DELIVERED (FOB) TO ANY LOCATION WITHIN THE CORPORATE CITY LIMITS OF MIAMI, OK. AND PRICE PER TON IF PICKED UP BY THE CITY OR MSUA.

PRICE PER TON IF DELIVERED: $ 28.00

Total Cost per ton (Written Out) twenty eight dollars and 00/100

PRICE PER TON IF PICKED UP BY CITY/MSUA: $ 10.00

Total Cost per ton (Written Out) ten dollars and 00/100

28

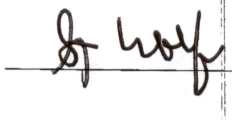
Vendor Name: Muskogee Sand

FUEL SURCHARGES: Below is an ADJUSTMENT FOR MARKET COST OF FUEL (Diesel) chart. Bidders may complete the chart, if they wish to add a Fuel Surcharge to their invoices in the event that fuel prices reach the ranges listed. The surcharge rates should be stated in fixed amounts, in terms of price per delivery, and not as percentage rates.

ADJUSTMENT FOR MARKET COST OF FUEL (DIESEL)

COST PER GALLON	DELIVERY – Per Ton
$4.00 & Below	**No Charge**
$4.01 - $4.25	"
$4.25 - $4.50	.20
$4.50 - $4.75	.25
$4.75 - $5.00	.30
$5.00 - $5.25	Contact Offic
$5.25 - $5.50	"
$5.50 - $5.75	"
$5.75 - $6.00	"
$6.00 - $6.25	"
$6.25 - $6.50	"
$6.50 - $6.75	"

Signature of bidder / authorized agent:



Phone: 918.825.3370
Fax: 918.825.3388
sales@muskogeesand.com

Quote: 00000794
Quote Date: 2026-06-05
Quote Expiration Date: 2026-07-20
Order Expiration Date: 2027-06-01

Muskogee
3395 W 50th St North
Porter, OK 74454

Quotation Proposal

Bill To:
CITY OF MIAMI
PO BOX 1288

MIAMI OK 74355-1288
US

Contact: Brian Brasfield
Phone: 918-541-2225
Mobile:
Email: b.brassfield@miamiokla.net

Ship To:
MIAMI - Annual Aggregate Bid - Sand
505 D Street Northeast

Miami OK 74354
US

Salesperson: Mark Garrison
Phone:
Email: mgarrison@kempquarries.com

Note to Customer:
Quoted Prices will Expire on 06/01/2027

Product ID	Product Description	Plant	Quantity	Unit	Material	Truck Type	Freight	Delivered
5300	CONCRETE SAND	MS East Plant	1000	Ton	$11.00	TRL	$18.00	$29.00

All prices and surcharges DO NOT include the applicable sales taxes.

Terms: ***Net 30 days (see attached)***

Both the Material and Freight components of this Quote may be independently subject to a monthly surcharge. Assessed surcharges will be taxable in accordance with the attached Energy Surcharge table as it corresponds to the previous months average diesel price (should it exceed the established Base Price of $3.50 per gallon) as reported on the U.S. EIA website (see attached table for details)

Accepted:_____

Date:_____

SPECIFIC TERMS AND CONDITIONS

- **Both the Material and Freight components of this Quote may be independently subject to a monthly surcharge.**
- **At the discretion of Company, prices and all terms and conditions of the Quotation Proposal may not be deemed valid or enforceable without Buyer's written acceptance**. Prior to Buyer acceptance of this Quotation Proposal, should Buyer purchase any products encompassed within this Quotation Proposal using any of the quotation terms and conditions, including pricing, surcharges and deliver; Company will deem Buyer's verbal acceptance of and assent to such Quotation Proposal and/or its terms and conditions as a verbally consummated contract that is legally enforceable. Buyer's verbal acceptance and actions to abide by the Quotation Proposal and/or its terms and conditions will be Company's only basis for continuing to provide Buyer with any products listed within the Quotation Proposal. Failure of Buyer to abide by the Quotation Proposal and/or all its terms and conditions will result in Company's immediate discontinuation of product shipment.
- **Quotation Proposal acceptance will require Buyer's authorized representative to sign, date and return the Quotation Proposal to the Company a minimum of 2-weeks prior to desired delivery of quoted product or within 30 days of Quotation Date, whichever is earlier**.
- If the Buyer is unable to provide estimated product quantities at the time a quote is requested, quoted product quantity will be shown as one unit. In such cases, in order to ensure product availability of specific product purchases in excess of 1,000 tons, the Buyer will be responsible for providing Company with estimated quantities of such products 30-days in advance of desired delivery date.
- All new Buyers who prefer to establish a credit account to handle payments on the quoted materials, please notify a Company sales representative a minimum of 3 days prior to estimated delivery to allow adequate time for paperwork processing. Minimum Haul charge based on maximum legal load weight.
- All Company billings will be based upon scaled weights.
- To obtain quoted prices, Buyer is responsible for 1) ensuring Company receipt of Buyer signed Quotation Proposal to the Company prior to taking delivery of material, and 2) providing assigned quotation number to scale operator at time of each order or pickup. Failure of the above conditions will result in material purchases being billed at posted plant prices on the day of delivery.
- Quoted prices are based upon sales during normal plant operating hours. Pricing for Sundays, nights and Holidays can be quoted upon request.
- Quoted prices will terminate upon the Quote Expiration Dates provided here in. Deliveries beyond 60 days of Quote Expiration may be billed at posted plant prices on the day of delivery and will be subject to material availability in the absence of a modified Quotation.
- Quoted prices are not based upon Company providing payment and performance bonds or any form of insurance coverage. Pricing to include these items can be quoted upon request.
- Quoted prices are not based upon Buyer holding retainage on billed amounts due the Company.
- Quoted materials are subject to plant availability unless Buyer provides a written delivery schedule of the materials to the Company at least 14 days in advance of the estimated delivery date. All orders should be placed at least 24-hours in advance of delivery to ensure truck and material availability.
- Quoted prices do not include any material quality control (QC) testing. Any required QC testing will be at the direction and expense of the Buyer.

GENERAL TERMS AND CONDITIONS

Credit: Quotation Proposal should be considered to be cash in advance sale unless Buyer already maintains a Buyer credit account with the Company or obtains a credit account prior to the sale. Company will provide a Credit Application form to the Buyer upon request. Credit sales will not be permitted until such time as the company receives a properly completed Credit Application, has sufficient time to review the application and makes a determination on credit extension to the Buyer. If credit extension is provided but credit conditions become unsatisfactory at any time prior to Company fully performing under this Quotation Proposal, Company reserves the right to discontinue shipments or to cease performance until such time as Buyer remedies the credit issue. Late payments shall accrue a finance charge of one and one-half percent (1.5 %) per month or the highest rate allowable by law, whichever is less. Funds received by the Buyer from third parties on account of the materials purchased from the Company shall be held in Trust for the Company's benefit.

Taxes: Any taxes that are or may be levied by the United States Government or any state or political subdivision thereof, on the materials or on the services quoted here in, or on the sale or purchase or use thereof, or on the incidental transportation charges, shall be paid by the Buyer. If Company is required to collect and/or pay taxes, Buyer shall pay the same to Company at the time of payments for the materials and/or services purchased hereunder. Buyer hereby agrees to indemnify and hold Company harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Company.

Force Majeure: Company is not responsible for failure to supply materials due to strikes or other labor disputes, damages or repairs to necessary machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power or operating materials or machinery at reasonable costs; or by reason of any other cause beyond our control, including the inability to produce from own source materials meeting any applicable specification or requirement. In the event any such contingency should occur, Company reserves the right to determine the order of priority of delivering to its buyers.

Delivery Conditions: If the Company is providing a Haul price as part of this Quotation Proposal, the Buyer agrees to provide suitable roadways or approaches to points of delivery other than on paved streets. Company or company representative reserves the right to cease deliveries if the roadways or approaches are unsatisfactory in the Company's sole opinion. In the event Buyer directs delivery beyond curbline, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such
deliveries.

Detention of Trucks at Delivery Site: Haul prices quoted herein are based on prompt unloading of the trucks at the Buyer's F.O.B. location. In the case of repeated delays in unloading, deliveries may be discontinued until conditions are corrected. When trucks are repeatedly delayed more than 20 minutes at the Buyer's F.O.B. location, truck wait time will be charged to the Buyer at a rate of $100.00 per hour.

Material Ownership: Materials become the property of the Buyer when Buyer assumes possession of such materials. When materials are hauled by the Buyer, material specifications and gradations are guaranteed by the Company up to the point such materials leave the Buyer F.O.B. Plant. Where materials are hauled by the Company in behalf of the Buyer, material specifications and gradations are guaranteed by the Company upon arrival at the Buyer F.O.B. location but prior to being placed. For purposes of material acceptance, payment and Buyer guarantees; any quality control testing performed by the Buyer will need to be performed prior to taking possession of the materials.

Miscellaneous: Anything herein to the contrary withstanding (a) Company's liability hereunder shall be limited to replacement of materials sold here under, and Company shall in no event be liable for consequential or incidental damages, and (b) all of the terms and provisions hereof shall become binding upon Buyer's order of and accepted possession of any of the materials specified herein, notwithstanding Buyer's failure to sign and return the original or copy of this Quotation Proposal.

Energy Surcharge

Diesel Related Energy - Base Price = $3.00 per gallon

% Change to Diesel Base Price	Add to Per Ton Price	% Change to Diesel Base Price	Add to Per Ton Price
2.5% to < 5.0%	$0.06	27.5% to < 30.0%	$0.50
5.0% to < 7.5%	$0.10	30.0% to < 32.5%	$0.54
7.5% to < 10.0%	$0.14	32.5% to < 35.0%	$0.58
10.0% to < 12.5%	$0.20	35.0% to < 37.5%	$0.62
12.5% to < 15.0%	$0.24	37.5% to < 40.0%	$0.66
15.0% to < 17.5%	$0.28	40.0% to < 42.5%	$0.71
17.5% to < 20.0%	$0.32	42.5% to < 45.0%	$0.75
20.0% to < 22.5%	$0.36	45.0% to < 47.5%	$0.80
22.5% to < 25.0%	$0.40	47.5% to < 50.0%	$0.84
25.0% to < 27.5%	$0.45	>50% <100%	>$0.84 <$1.73

Note: All monthly energy surcharges assessed will be computed using the above table as it corresponds to the prior months average diesel price as reported by the US Energy Information Administration (Midwest Region) on the following website: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and Muskogee Sand Company, Inc. (collectively "the parties") entered a written Contract for Annual As Needed, On-Call, ("Contract"), numbered C25-11, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-11 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-11 the terms of the original Contract C25-11 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for Annual As Needed, Concrete Sand Supply, numbered C25-11 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____ _____

Bless Parker, Mayor Muskogee Sand Company, Inc.

ATTEST:

_____ _____

Melissa Moore, City Clerk Misty Barnes, City Attorney

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Discussion and Possible Action on the Annual Contract Renewal (Amendment) for C25-25B With NEO Concrete for "As Needed" Concrete Material (First of Three Extensions) for Fiscal Year 2026-2027 as Recommended by Staff; Approve Contract Contingent Upon the Submission of all Contract Documents. This Contract Will be Retroactive to Cover all Work Performed From July 1, 2026 to June 30, 2027**

PRESENTER: Brian Brassfield

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Signed Amendment for Concrete Material NEO Concrete.pdf
Miami Concrete - Annual As Needed Concrete Material C25-25B FY 2025-2026 05202025.pdf

MIAMI
City of Vision, Spirit & Opportunity

AMENDMENT FOR CONTRACT RENEWAL FY 26/27

One of Three Allowable Extensions

WHEREAS the City of Miami and NEO Concrete and Materials, Inc. (collectively "the parties") entered a written Contract for Annual As Needed Concrete Material ("Contract"), numbered C25-25, on May 20, 2025; and

WHEREAS, by the agreement of the parties, the Contract contains a provision to extend the Contract for an additional three (3), one (1)-year terms which agreement is noted in the official minutes of the May 20, 2025, meeting of the City Council and Miami Special Utility Authority on that same date.

WHEREAS this Amendment for Contract Renewal FY 26/27 extends the terms of Contract C25-25 for the first of three (3), one (1)-year terms. The parties agree that the extension described herein is subject to appropriation of funds by the City Council and Miami Special Utility Authority.

WHEREAS except as set forth in this Amendment for Contract Renewal FY 26/27, the Contract is unaffected and shall continue in full force and effect according to its original terms and conditions. If, however, there is a conflict between Contract Renewal FY 26/27 and the original Contract C25-25 the terms of the original Contract C25-25 will prevail.

NOW THEREFORE, the parties memorialize this Amendment for Contract Renewal FY 26/27 as follows:

1. Pursuant to recitals hereinabove, the Contract for As Needed Concrete Material, numbered C25-25 IS HEREBY renewed effective July 1, 2026, and extended until June 30, 2027.

SIGNED THIS ____ DAY OF _____, 2026:

_____
Bless Parker, Mayor

_____
NEO Concrete and Materials, Inc.

ATTEST:

_____
Melissa Moore, City Clerk

_____
Misty Barnes, City Attorney

MIAMI
City of Vision, Spirit & Opportunity

CONTRACT

ANNUAL "AS NEEDED" CONCRETE MATERIAL (C25-25)

This Contract is made this 20th day of May, 2025, by and between the City of Miami ("CITY"), a municipal corporation in the County of Ottawa, State of Oklahoma, (for the use by the City and its subsidiaries) and Miami Concrete ("CONTRACTOR"). For and in consideration of the following covenants and agreements made herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term, Renewal Option, and Price Increases. Unless terminated pursuant to Paragraph 2 below, this Contract shall run from the date stated above and continue until June 30th, 2026. Thereafter, the City, in its sole discretion and at its sole election, may offer the CONTRACTOR an opportunity to renew this Contract for an additional three (3) one (1) year terms. CONTRACTOR understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Contract, and that utilization of the services contemplated by the Contract is conditioned upon annual appropriation of funds sufficient to meet the CITY's need for such service. Price increases, if requested by the CONTRACTOR, will be considered only in conjunction with the exercise of any annual renewal option by the CITY and must be based upon material cost ONLY. Documentation of the price increase(s) is required. Prices can only escalate after review of supporting documentation and upon written agreement of both parties.

2. Termination Prior to End of Contract Term. Either party may terminate this agreement for any reason upon thirty (30) days' written notice of termination, calculated from the date of receipt by the non-initiating party. Email constitutes one, but not the only, acceptable form of written notice. A party may terminate this agreement for default of the other party, if such other party has not cured the default thirty (30) days after receiving a written notice of conditional termination. The notice of conditional termination shall specify the reasons why the initiating party believes the other party to be in default and the steps the defaulting party can take, if any, to cure the default.

3. Insurance and Indemnity. The CONTRACTOR shall maintain one or more liability insurance policies naming the City of Miami, Oklahoma and its subsidiaries as an additional insured and having aggregate limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and shall provide a written certificate of such policy/ies within ten (10) days of the date of execution of this Contract and on an ongoing basis in a form reasonably acceptable to the CITY. Unless exempt by law, as evidenced by sworn affidavit of such status, the CONTRACTOR shall further maintain such Worker's Compensation insurance as is required by law and shall provide a written certificate of such policy/ies in the same manner as required with respect to liability insurance. CONTRACTOR agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of CONTRACTOR's business or from any breach on the part of CONTRACTOR of any condition of this Contract, or from any act of negligence of CONTRACTOR, its agents, or employees arising from or in any way associated with performance of this contract.

4. General Provisions. The following general provisions shall apply to this Contract:

a. **Entire Agreement.** Each party acknowledges that this Contract, together with the other Contract Documents (the solicitation packet and the CONTRACTOR's response thereto), constitutes the complete and exhaustive statement of the agreement between the Parties, which supersedes and merges into itself all prior proposals, understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter of this Contract. In deciding to execute this Contract, neither of the parties is relying on any promises, representations, or statements not expressly set forth in the Contract Documents.

b. **Notices.** Any notice, demand, or other communication given or required under this Contract shall be in writing and shall be either hand delivered, emailed to that last known email address of the intended recipient, or mailed by certified mail, postage prepaid, to the last known address of the intended recipient.

c. **Assignment.** This Contract shall not be assignable by any party without the prior written consent of the other parties hereto, except as otherwise permitted or required by applicable law.

d. **Binding Effect.** The terms and conditions of this Contract shall be binding upon, and extend to the benefit of, the heirs, successors, assigns, representatives, or agents of the parties hereto.

e. **Modification.** No party may modify, alter, or otherwise change this Contract except by written instrument executed by each of the parties or their duly authorized representatives.

f. **Applicable Law; Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, over the terms of this Contract or for its enforcement or for damages for its breach, shall lie in Ottawa County, Oklahoma, and the parties hereby acknowledge that the District Court of such County has jurisdiction over the parties and the subject matter of any such dispute or action.

g. **Waiver.** No waiver of any of the provisions of this Contract shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

h. **Severability.** In the event of any provision of this Contract is invalid or unenforceable under any applicable laws, orders and/or regulations, this Contract shall be considered divisible as to such provision, but the remainder of this Contract shall be valid and binding as though such provision were not included therein, and the parties shall engage in good faith negotiations to amend this Contract to comply with the requirements of applicable laws, orders, and/or regulations.

i. **Multiple Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Paragraph Headings.** The headings of the Paragraphs herein are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning of interpretation of this Contract.

k. **Survival.** All provisions of this Contract that, by their ordinary sense and context, are intended to survive its termination or expiration, including but not limited to any provision regarding enforcement of this Contract or remedies with respect to its breach, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, effective the day and year first above written.

Bless Parker, Mayor

COMPANY

ATTEST

Molly Olson

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, City Attorney

Bless Parker, MSL A Chairman

COMPANY

ATTEST

Molly Olson

~~Melissa Moore, City Clerk~~

Molly Olson, Admin to City Manager

Misty Barnes, MSL A Attorney

EVAN&AS-01 NGARRETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2025

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	CONTACT NAME:	
Dillingham Insurance P.O. Box 1669 Enid, OK 73702	PHONE (A/C, No, Ext): (580) 233-2000	FAX (A/C, No): (580) 242-6703
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
INSURED	INSURER B :	
NEO Concrete & Materials, Inc. 2840A G Street NW North Miami, OK 74358	INSURER C :	
	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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X		GLO 3537799-02	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO	X		BAP 3537800-02	3/1/2025	3/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		WC 3537798-02	3/1/2025	3/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Blanket additional insured In favor of the certificate holder apply to the general liability and auto liability when required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

City of Miami and Miami Special Utility Authority (MSUA)
129 5th Ave. NW
Miami, OK 74354

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

C25-25

ANNUAL BID FOR "AS NEEDED" CONCRETE MATERIAL SUPPLY

MIAMI CONCRETE

QUOTE PACKET

36

SOLICITATION

Solicitation #: C25-25

Solicitation Issue Date: March 21st, 2025

Solicitation Type: Formal Bid

Title: BID FOR ANNUAL CONCRETE MATERIAL "AS NEEDED"

Brief Description: The City of Miami is seeking sealed bids for non-exclusive, as-needed CONCRETE MATERIAL for all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Response Due Date: April 17th, 2025

Time: 11:30 A.M.

Issued By Purchasing Agent, Brian Brassfield

RETURN SEALED BID TO:

Brian Brassfield – Purchasing Agent
City of Miami
129 5th AVE NW
MIAMI, OK 74354

37

SCOPE, SPECIFICATIONS, AND REQUIREMENTS

(BID RESPONSE SHEET EMBEDDED)

The purpose of this Solicitation to receive sealed bids to enter into a contract for:

ANNUAL BID FOR "AS NEEDED" CONCRETE MATERIAL SUPPLY (C25-25)

Project Details: The City of Miami is seeking sealed bids for non-exclusive, as-needed CONCRETE MATERIAL for all facilities owned or within the control of the City of Miami and any of its affiliated entities, including but not limited to the Miami Special Utility Authority.

Bids should be stated in terms of cost per ton. There are no guaranteed quantities to be purchased. All CONCRETE MATERIAL will be purchased on an "as needed" basis.

SPECIFICATIONS AND REQUIREMENTS

SACK MIX

Minimum specifications: Six (6) sack (94 Lbs. Per sack) per cubic yard of air entrained concrete. The maximum size of aggregate shall not exceed one (1) inch. The maximum slump not to exceed three (3) inches.

Concrete is to be delivered to job sites within city limits, upon verbal request, in the amount of one (1) cu. yd. to seven (7) cu yds. per load. Loads will be ordered as needed by the city.

Orders to be delivered within four (4) hours after ordering. If Vendor is unable to deliver within the said four (4) hours, the order will be directed to a different vendor. Bids are to be standing bids. In effect from signing of the contract through June 30, 2026. Bid pricing to extend to any and all City of Miami departments, City of Miami Department of Public Utilities and City of Miami Special Utility Authority (Solid Waste Removal Facility).

38

MIAMI
City of Vision, Spirit & Opportunity

BID FORM
C25-25

Vendor Name: Miami Concrete

MATERIAL	Price Per Cubic Yard	Price Written Out
3500 #	$ 141.00	one hundred forty one dollars yd
4000 #	$ 145.00	one hundred forty five dollars yd
5000 #	$ 155.00	one hundred fifty five dollars yd
PRICE WITH HOT WATER ADDED	$ 6.00 yd	6.00 extra per yard
PRICE WITH FIBER ADDED	8.00 yd	8.00 extra per yard
PRICE WITH HIGH EARLY STRENGTH ADDED	160.00 yd	one hundred sixty dollars per yard

Signature of Authorized Bidder:

39

Vendor Name: _____

Fuel Surcharge

Attached below is an Adjustment for Market Cost (Diesel) of Fuel Chart. Suppliers are to complete Fuel Surcharge (Per Ton). This is a set rate – price per Ton. It is not a percentage rate. If fuel reaches ranges listed then the successful vendors will be allowed to add a Fuel Surcharge to their invoices. If fuel costs drop dramatically, the City of Miami reserves the right to renegotiate all pricing including Fuel Surcharges.

ADJUSTMENT FOR MARKET COST OF FUEL

Cost Per Gallon	Delivery – Per Ton
$4.00 & Below	No Charge
$4.01 - $4.25	
$4.26 - $4.50	
$4.51 - $4.75	
$4.76 - $5.00	
$5.01 - $5.25	
$5.26 - $5.50	
$5.51 - $5.75	
$5.76 - $6.00	
$6.01 - $6.25	
$6.26 - $6.50	
$6.51 - $6.75	

Pricing submitted with Solicitation
BID #C25-25 ANNUAL-FOR CONCRETE MATERIAL

40

THIS PAGE INTENTIONALLY LEFT BLANK

41

MIAMI
City of Vision, Spirit & Opportunity

BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** C25-25

2. **Bidder General Information:**

FEI/SSN: 73-1499105

Company Name: NEO Concrete and Materials Inc.

3. **Bidder Contact Information:**

Address: 2840 G NW

City: Miami State: OK Zip Code: 74354

Contact Name: Dustin Pittman Title: Area Manager

Phone # 918 542-4456 Fax # N/A

Email: dpittman@evans-assoc.com Website: _____

4. **Oklahoma Sales Tax Permit:**

☒ YES – Permit # 50434867-2

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

☒ YES – Filing # _____

☐ NO – Prior to the contract award, the successful proposer will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

☒ YES – Include a certificate of insurance with the proposal.

☐ NO – Prior to the contract award, the successful proposer will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

[signature] 4-2-25

Authorized Signature Date

42

MIAMI
City of Vision, Spirit & Opportunity

NON-COLLUSION AFFIDAVIT

The following non-collusion affidavit must accompany bid:

FOR OFFICE USE ONLY:

PO No. _____

Invoice No. _____

Amount $ _____

STATE OF Oklahoma)
) ss.
COUNTY OF Ottawa)

I, Dustin Pittman, certify the following statements and responses:
(name of individual Affiant)

A. For the purposes of competitive bids, I certify that

1. I am the duly authorized agent of NEO Concrete and Materials, the bidder submitting the BID which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the BID to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such BID; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from bidding,

   b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

   c. in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

   d. to any collusion with any political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Title 74 of the Oklahoma Statutes, as amended.

43

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? Circle one: Yes / (No)

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____

_____

_____

_____.

Certified this 2nd day of April 20 25.

NEO Concrete and Materials Inc
Name of Company

Signature of Authorized Agent

Subscribed and sworn to before me on this 3 day of April, 20 25.

(Seal) JODI TREASE NOTARY PUBLIC OTTAWA COUNTY # 21011003 EXP. 8/20/25 STATE OF OKLAHOMA

Jodi Trease
Notary Public

My Commission Expires: 8/20/25

44

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Facilities - Approved Fee Waiver for the OML Summer Conference**

PRESENTER: City Council

BACKGROUND:

STAFFS RECOMMENDATION:
NO ACTION

ATTACHMENT(S):
OML Fee Waiver Completed 06092026.pdf

Fee Waiver Request
Explanation Cover Sheet

Date: 06082026

To: Tyler Cline – City Manager

From: Kevin Browning – Chief Operating Officer

Request for: OML Summer Conference CC/ BR Fee Waiver

Description: This is a request to waive the fee for use of the Civic Center and Coleman Ballroom the week of June 15-19, 2026 for the OML summer conference.

Financial Implication: Should this fee waiver be approved, we will be donating $ 4100.00 to the event.

Timeline for signature: As soon as possible.

Approved ✓ Denied ____

Kevin Browning, COO

Approved ✓ Denied ____

Tyler Cline, City Manager

Application to Waive/Reduce Administrative Fees

The following lists the details surrounding a request to waive/reduce an Administrative Fee pursuant to City Code, Chapter 27 Section 5:

1. To be completed by requester:

Requester's name:	Jennifer Morris/ OML Summer Conference
Address:	201 NE 23rd ST Oklahoma City OK
Phone:	405-528-7515
Account number:	
Date of event:	June 15-19,2026
Location of event:	Civic Center and Coleman Ballroom
Reason for the request:	Usage of the Miami Civic Center and ballroom for a community non-profit organization.
Amount of waived fees:	
	Attach additional pages if necessary.

For administrative use

2. Please check the appropriate subject(s) for which request falls under:

☑ Administrative fees for use of any City-owned public facility or amenities by any federal, state, local, tribal government entity, or any subdivision thereof, any tax-exempt charitable organization, or other community organization or event. **PLEASE NOTE:** The granting of this exception is NOT allowed for religious or political purposes, nor may mandatory, refundable cleaning or damage deposits be waived. **RENTALS AT THE FAIRGROUNDS WILL BE SUBJECT TO UTILITY (WATER AND ELECTRIC) CHARGES.**

☐ Minimum customer charges for when utility service has been interrupted through no fault of the accountholder.

☐ Utility rate classification for when a known and verified change of the utility use of the property is going to happen in the near future or has recently happened that justifies such a change. (PLEASE NOTE: If this request is granted and if the subsequent utility usage ever exceeds the revised classification limits then the original classification shall be immediately and automatically reinstated).

☐ Utility deposit when not doing so would result in a manifest unfairness.

☐ Utility dispatch fees after required conditions are met (customer meets definition of extraordinary good standing, etc.).

☐ Animal shelter fees to facilitate a more robust animal adoption program or when an animal comes into the animal shelter through no fault of the owner.

3. Submit this request to the department head or designee who will verify that the request meets all the requirements of the ordinance include their recommendation below and submit to the city clerk who will submit to the city manager.

Department head or designee verified results:

_____

_____

_____

Signature: _____ **Date:** 6/8/2026

4. Recommendation by city attorney:

Signature: _____ **Date:** 6/8/2026 ☒ Approve ☐ Deny

Recommended conditions of granting Application:

_____

_____

5. Decision by city manager:

Signature: _____ **Date:** 6/8/2026 ☒ Approve ☐ Deny

Conditions of granting the Application, if any:

_____

_____

6. The city clerk will inform the department head of the city manager's decision. The department head or designee will inform the citizen of the result:

Date citizen notified: 6.9.2026 **By:** _____

7. If approved, this document will be required to be included as part of each Council/Trust member's packet information for the next public meeting. **Date of next scheduled meeting:** _____

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Facilities - Approved Fee Waiver for the Picher All-School Reunion**

PRESENTER: City Council

BACKGROUND:

STAFFS RECOMMENDATION:
NO ACTION

ATTACHMENT(S):
06132026 - APPROVED FEE WAIVER - PICHER ALL SCHOOL REUNION.pdf

Explanation Cover Sheet

Date:	June 9, 2026
To:	Tyler Cline, Interim City Manager
From:	Kevin Browning, Chief Operating Officer
Contact Info.:	kbrowning@miamiokla.net 918-541-2270
Request for:	Fee Waiver for Picher Reunion Committee
Description:	The Picher All School Reunion would like to hold their event in the Banquet room this year on June 13, 2026. They have been holding their event at our facility since June of 2021. This event helps keep the friendships and memories of Picher alive. Former residents and students will be coming to this event and be visiting local restaurants and hotels.
Financial Implication:	Should this Fee Waiver be approved, we will be donating $300.00 to the event.
Timeline for signature:	As soon as possible.

Approval by signature:

Kevin Browning, Chief Operating Officer

Approval by signature:

Tyler Cline, ~~Interim~~ City Manager

Application to Waive/Reduce Administrative Fees

The following lists the details surrounding a request to waive/reduce an Administrative Fee pursuant to City Code, Chapter 27 Section 5:

1. To be completed by requester:

Requester's name:	SHERRI MILLS
Address:	
Phone:	
Account number:	
Date of event:	06/13/2026
Location of event:	MIAMI CIVIC CENTER BANQUET ROOM
Reason for the request: Amount of waived fees: $300.00	THE PICHER REUNION COMMITTEE REQUEST THE WAIVER FOR THE FEES ASSOCIATED WITH THE RENTAL OF THE MIAMI CIVIC CENTER BANQUET ROOM FOR THEIR ANNUAL ALL-SCHOOL REUNION. THIS WILL BE HELD ON JUNE 13, 2026. THE SUPPORT WE HAVE RECEIVED FROM THE CITY OF MIAMI FOR OUR PREVIOUS EVENTS HAS BEEN VERY MUCH APPRECIATED. Attach additional pages if necessary.

----------For administrative use----------

2. Please check the appropriate subject(s) for which request falls under:

X Administrative fees for use of any City-owned public facility or amenities by any federal, state, local, tribal government entity, or any subdivision thereof, any tax-exempt charitable organization, or other community organization or event. **PLEASE NOTE**: The granting of this exception is NOT allowed for religious or political purposes, nor may mandatory, refundable cleaning or damage deposits be waived. **RENTALS AT THE FAIRGROUNDS WILL BE SUBJECT TO UTILITY (WATER AND ELECTRIC) CHARGES.**

_____ Minimum customer charges for when utility service has been interrupted through no fault of the accountholder.

_____ Utility rate classification for when a known and verified change of the utility use of the property is going to happen in the near future or has recently happened that justifies such a change. (PLEASE NOTE: If this request is granted and if the subsequent utility usage ever exceeds the revised classification limits then the original classification shall be immediately and automatically reinstated).

_____ Utility deposit when not doing so would result in a manifest unfairness.

_____ Utility dispatch fees after required conditions are met (customer meets definition of extraordinary good standing, etc.).

_____ Animal shelter fees to facilitate a more robust animal adoption program or when an animal comes into the animal shelter through no fault of the owner.

3. Submit this request to the department head or designee who will verify that the request meets all the requirements of the ordinance include their recommendation below and submit to the city clerk who will submit to the city manager.

Department head or designee verified results:

_____

_____

_____

Signature: _____ Date: 6/9/2026

4. Recommendation by city attorney:

Signature: _____ Date: 6/9/2026 X Approve ___Deny

Recommended conditions of granting Application:

_____

_____

5. Decision by city manager:

Signature: _____ Date: 6/11/2026 ✓ Approve ___Deny

Conditions of granting the Application, if any:

_____

_____

6. The city clerk will inform the department head of the city manager's decision. The department head or designee will inform the citizen of the result:

Date citizen notified: 06/10/2026 **By:** _____

7. If approved, this document will be required to be included as part of each Council/Trust member's packet information for the next public meeting. **Date of next scheduled meeting:** 07/07/26 5:30 pm

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **June Sales and Use Tax Report**

PRESENTER: City Council

BACKGROUND:

STAFFS RECOMMENDATION:

ATTACHMENT(S):
Sales-Use Tax FY 25-26 Report pdf.pdf

To: City Council, City Mgr, MAEDS/Chamber, Department Heads, Communications Mgr From: Jill Fitzgibbon

Subject: 3% Unrestricted Sales Tax Receipts

Date: 6/15/2026

FY 23/24 is the Best Yr

	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	Diff 25/26 vs Last FY	Monthly % Diff	Diff 25/26 vs Best Yr	VS Best Yr %
JULY	415,943	431,524	452,111	422,849	529,427	552,066	579,189	601,846	598,237	**601,108**	2,870.69	0.48%	(738.76)	-0.12%
AUG.	427,531	439,846	459,632	435,071	505,026	554,249	578,433	620,731	625,238	**612,416**	(12,821.50)	-2.05%	(8,314.72)	-1.34%
SEP.	445,178	433,834	416,298	448,756	513,030	552,132	608,510	602,897	574,594	**616,827**	42,232.89	7.35%	13,930.36	2.31%
OCT.	422,434	458,838	448,857	467,821	473,253	565,914	589,442	600,984	637,781	**568,032**	(69,749.08)	-10.94%	(32,952.67)	-5.48%
NOV.	422,083	445,192	457,437	439,176	517,605	572,479	562,387	585,341	562,657	**583,841**	21,184.50	3.77%	(1,499.51)	-0.26%
DEC.	403,609	393,657	431,196	445,968	474,384	547,203	566,045	611,064	645,353	**600,245**	(45,108.03)	-6.99%	(10,819.41)	-1.77%
JAN.	432,810	451,280	469,377	451,546	517,396	575,243	602,885	598,081	613,601	**617,378**	3,776.91	0.62%	19,297.38	3.23%
FEB.	458,992	444,348	476,040	474,413	538,565	620,428	642,011	605,482	605,221	**593,169**	(12,052.04)	-1.99%	(12,312.23)	-2.03%
MAR.	396,287	418,289	408,511	406,764	521,521	478,887	523,423	560,954	545,397	**590,769**	45,372.14	8.32%	29,815.38	5.32%
APR.	438,771	426,205	417,232	434,588	496,382	594,393	582,361	615,996	556,969	**574,575**	17,605.89	3.16%	(41,420.81)	-6.72%
MAY	447,354	464,833	451,037	463,331	613,687	632,652	640,612	637,792	603,637	**615,006**	11,368.95	1.88%	(22,786.22)	-3.57%
JUNE	441,007	418,349	447,022	493,940	585,041	590,103	649,992	546,968	572,700	**589,024**	16,323.25	2.85%	42,055.87	7.69%
TOTALS	5,151,996	5,226,195	5,334,750	5,384,222	6,285,316	6,835,750	7,125,288	7,188,137	7,141,387	**7,162,392**	21,004.56		(25,745.33)	
										Current Yrly % Difference	0.29%		-0.36%	

Total 3% Sales	$ 171,733,213	$ 174,206,512	$ 177,825,012	$ 179,474,068	$ 209,510,524	$ 227,858,325	$ 237,509,615	$ 239,604,562	$ 238,046,233	$ 238,746,385

This report now shows the Sales Tax by fiscal year and in the month it is received by the City.

Dec 2010 - is the 1st month of new .65% sales tax (total 9.5%)

Aug 2015 - Retention Rate to OTC was reduced from 1% to .5%.

July 2022 - Began splitting the OTC Retention Fee between sales tax and street/stadium tax, in the past the 3% sales tax paid 100% of the fee.

Sales Tax Top 3 Categories This Month:

1	Retail Trade	63.46%
2	Accommodation & Food Svc	16.32%
3	Wholesale Trade	6.71%

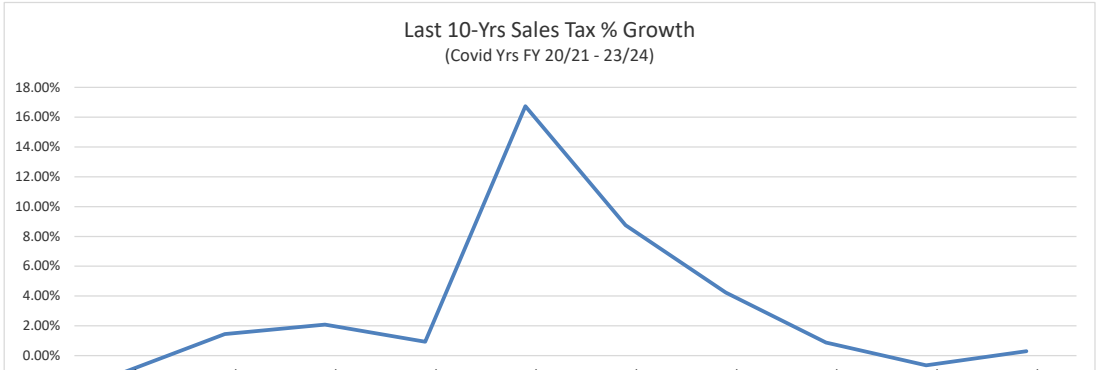
1. Sales Tax is collected from the 1st - 31st of each month.

2. Businesses have until the 20th of the following month to report the previous month's sales.

3. Oklahoma Tax Commission releases the sales tax funds to the city on or about the 15th of the next month.

10-Yr Avg Non-covid Growth	0.47%
Covid Growth	9.91%

Sales Tax % Growth	-1.10%	1.44%	2.08%	0.93%	16.74%	8.76%	4.24%	0.88%	-0.65%	0.29%



To: City Council, City Mgr, MAEDS/Chamber, Department Heads, Communications Mgr From: Jill Fitzgibbon

Subject: Unrestricted Use Tax Receipts

Date: 6/15/2026

FY 23/24 is the Best Yr

	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	Diff 25/26 vs Last FY	Monthly % Diff	Diff 25/26 vs Best Yr	VS Best Yr %
JULY	22,872	32,431	39,122	38,049	66,883	74,736	77,386	92,405	74,961	**76,509**	1,548.03	2.07%	(15,895.29)	-17.20%
AUG.	21,769	29,486	38,074	49,792	61,149	87,101	66,153	90,662	83,796	**96,895**	13,099.57	15.63%	6,233.43	6.88%
SEP.	22,573	31,531	39,338	54,434	69,932	65,016	77,858	97,629	91,072	**93,611**	2,538.42	2.79%	(4,018.90)	-4.12%
OCT.	22,308	38,661	41,160	45,438	56,764	73,347	112,401	87,687	90,999	**92,069**	1,069.94	1.18%	4,381.90	5.00%
NOV.	32,581	32,571	41,657	50,026	69,198	69,237	42,566	107,564	85,248	**83,117**	(2,131.92)	-2.50%	(24,447.41)	-22.73%
DEC.	26,649	33,461	58,016	54,327	71,709	87,513	87,659	104,946	113,486	**132,781**	19,295.07	17.00%	27,835.23	26.52%
JAN.	27,938	37,303	54,336	58,671	72,255	104,103	100,989	98,113	94,573	**112,374**	17,800.93	18.82%	14,260.87	14.54%
FEB.	27,113	31,132	59,091	73,904	83,601	101,036	105,069	106,242	140,097	**142,712**	2,615.60	1.87%	36,470.50	34.33%
MAR.	22,934	35,707	37,952	42,631	65,965	64,619	63,652	81,537	74,661	**58,207**	(16,453.39)	-22.04%	(23,329.24)	-28.61%
APR.	33,532	37,190	43,706	53,716	63,990	74,360	73,145	87,330	90,477	**86,912**	(3,564.46)	-3.94%	(417.64)	-0.48%
MAY	32,369	43,161	45,075	54,436	108,356	96,235	97,812	107,002	92,740	**100,966**	8,226.10	8.87%	(6,036.18)	-5.64%
JUNE	27,065	29,394	54,006	57,218	88,229	70,626	102,079	80,160	91,774	**100,414**	8,640.17	9.41%	20,254.13	25.27%
TOTALS	319,703	412,027	551,534	632,642	878,030	967,929	1,006,769	1,141,277	1,123,884	**1,176,568**	52,684.06		35,291.40	
									Current Yrly % Difference		4.69%		3.09%	
Total Sales	$ 8,758,995	$ 11,288,403	$ 15,110,510	$ 17,332,658	$ 24,055,626	$ 26,518,616	$ 27,582,703	$ 31,267,851						

This report now shows the Use Tax by fiscal year and in the month it is received by the City.
Aug 2015 - Retention Rate to OTC was reduced from 1% to .5%.

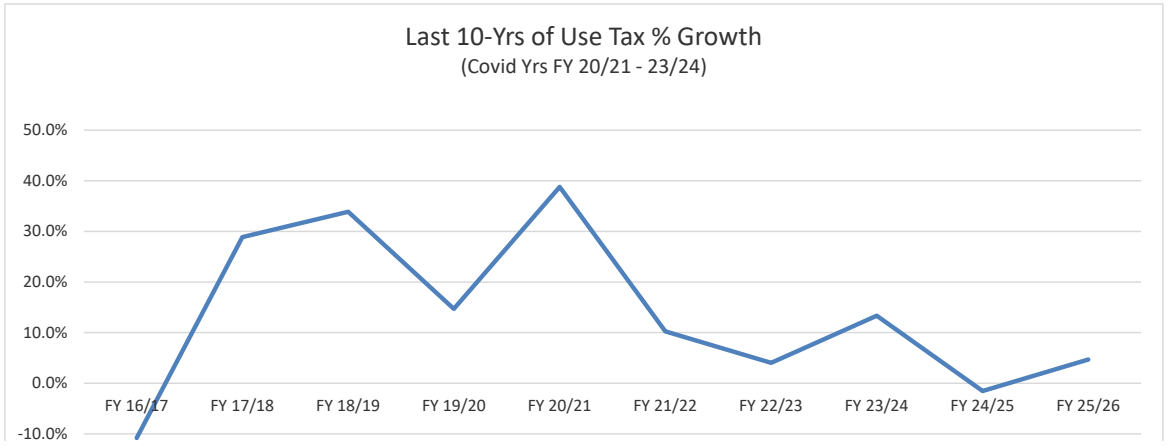
1. Use Tax is collected from the 1st - 31st of each month.
2. Businesses have until the 20th of the following month to report the previous month's sales.
3. Oklahoma Tax Commission releases the use tax funds to the city on or about the 15th of the next month.

Use Tax Top 3 Categories This Month:

1	Retail Trade	57.69%
2	Wholesale Trade	20.67%
3	Manufacturing	7.06%

10-Yr Avg Non-covid	9.40%
Covid Growth	17.68%

Use Tax % Growth	-10.8%	28.9%	33.9%	14.7%	38.8%	10.2%	4.0%	13.4%	-1.5%	4.7%



Sales tax and use tax are both types of taxes that are imposed on the sale of goods and services. The main difference between the two is that sales tax is a tax on the sale of tangible personal property, while use tax is a tax on the use of that property within a state.

To: City Council, City Mgr, MAEDS/Chamber, Department Heads, Communications Mgr From: Jill Fitzgibbon

Subject: .65 Restricted Sales Tax Receipts

Date: 6/15/2026

	FY 14/15	FY 15/16	FY 16/17	FY17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	Diff 25/26 vs Last FY	Monthly % Diff
JULY	92,457	94,027	90,672	94,069	98,557	92,178	115,411	120,346	125,491	130,400	129,618	**130,240**	621.98	0.48%
AUG.	93,281	92,276	93,199	95,883	100,196	94,842	110,092	120,822	125,327	134,492	135,468	**132,690**	(2,777.99)	-2.05%
SEP.	96,940	95,397	97,046	94,573	90,750	97,826	111,837	120,361	131,844	130,628	124,495	**133,646**	9,150.46	7.35%
OCT.	99,920	98,985	92,088	100,012	97,836	101,971	103,155	123,354	127,712	130,213	138,186	**123,074**	(15,112.30)	-10.94%
NOV.	87,410	91,255	92,011	97,049	99,718	95,737	112,834	124,796	121,851	126,824	121,909	**126,499**	4,589.97	3.77%
DEC.	92,360	93,423	87,984	85,814	93,998	97,218	103,412	119,286	122,643	132,397	139,827	**130,053**	(9,773.41)	-6.99%
JAN.	95,837	94,393	94,349	98,376	102,321	98,434	112,789	125,399	130,625	129,584	132,947	**133,765**	818.33	0.62%
FEB.	103,871	100,053	100,057	96,865	103,773	103,419	117,403	135,249	139,102	131,188	131,131	**128,520**	(2,611.28)	-1.99%
MAR.	93,094	85,305	86,388	91,184	89,053	88,672	113,688	104,394	113,408	121,540	118,169	**128,000**	9,830.63	8.32%
APR.	93,282	103,812	95,649	92,910	90,954	94,737	108,208	129,573	126,178	133,466	120,677	**124,491**	3,814.61	3.16%
MAY	87,464	96,062	97,520	100,714	98,323	101,003	133,779	137,913	138,799	138,188	130,788	**133,251**	2,463.27	1.88%
JUNE	89,792	91,183	96,136	90,642	97,448	107,675	127,535	128,638	140,832	118,510	124,085	**127,622**	3,536.71	2.85%
TOTALS	1,125,707	1,136,171	1,123,098	1,138,090	1,162,925	1,173,711	1,370,143	1,490,133	1,543,812	1,557,430	1,547,301	**1,551,852**	4,550.99	
											Current Yrly % Difference		0.29%	
Total Sales Represented	$ 30,841,289	$ 31,127,976	$ 30,769,810	$ 31,180,557	$ 31,860,970	$ 32,156,463	$ 37,538,155	$ 40,825,549	$ 42,296,233	$ 42,669,306	$ 42,391,795			

July 2022 - Began splitting the OTC Retention Fee between sales tax and street/stadium tax, in the past the 3% sales tax paid 100% of the fee.

Miami City Council Regular Meeting

MEETING DATE: July 7, 2026

AGENDA TITLE: **Library & Seniors' Center Reports**

PRESENTER: City Council

BACKGROUND:
May Statistics for the Library and year to date statistics for the Seniors' Center.

STAFFS RECOMMENDATION:
None

ATTACHMENT(S):
Monthly Reports for Library & Senior Center.pdf

200 N Main
Miami, OK

Miami Public Library

May Recap 2026

Monday - Thursday 9 am - 7 pm
Friday 9 am - 5 pm
Saturday 9 am - 1 pm

Stats			
Circulation (Materials checked out)	6,395	**Programs** (All programs for any age)	15
Electronic Resources (online databases/resources)	4,816	**Community Impact** (Attendance/People who received service)	439
In-Person Visitors (Month)	3,989	Amount Saved by the Community by utilizing library materials (Fiscal YTD)	$993,955
In-Person Visitors (YTD)	49,412		

Services		Imagination Library	
VHS/Tape Conversion	2	Est. Eligible Children in Ottawa Co.	2,633
Genealogy Research Requests	4	Graduates	607
Reference Assistance Est.	389	Current Enrolled	957
		Cost Per Child Per Year	$31.20

Library Card Stats		Excel High School	
Total Library Card Holders	7,473	Graduates	12
Youth/Teen	1,067	Current Students	6
Cardholders who have shared tribal enrollment	528	Open Seats	0
		Applicants Waiting	2
Library Cards are FREE for anyone who lives, works, or goes to school in Ottawa County, OK.		Per student cost is $1,100. We have no current seats available until sponsorships come in.	

Tribal Nation	# of Cardholders	Tribal Nation	# of Cardholders
Cherokee	296	Peoria	22
Choctaw	16	Quapaw	26
Eastern Shawnee	21	Seneca-Cayuga	28
Miami	17	Shawnee	20
Modoc	8	Wyandotte	19
Ottawa	17	Other	38

Miscellaneous

Ottawa County Community Calendar
Are you on it yet? Contact Us!

Senior Center Dances Second Friday of every month!
$6 cover | Concessions Available | Live Music

Summer Reading is Coming!
Read | Participate in Free Programs & Activities
Earn Prizes | May 26th-July 18th

Libraries with Heart!
Hypertension is on the rise! Monitor your blood pressure by checking out a Blood Pressure Kit from the Library! Or use the in-house machine at the Senior Center!

Become a library program pioneer!
Lead a program or sponsor one today!

Bring the Library to YOU!
We can present about library resources or do library card signups!

New Hours!
Fridays we now close at 5 pm!
First Thursday of the Month we open at noon!

Events & Programs

Follow us on Facebook!

Fiscal Year Reporting

	2025						2026						
Monthly Sign Ins	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Total**
Cards	74	106	75	47	58	79	63	87	107	102	95		**893**
Mahjong	0	0	0	0	0	0	0	0	0	19	11		**30**
Dominos	48	52	52	34	45	45	65	59	57	62	48		**567**
Bunco	0	0	11	10	8	4	9	8	9	9	0		**68**
Tai Chi	57	4	88	74	51	61	68	77	76	95	77		**728**
Workout Room	45	33	16	20	5	25	10	12	9	7	27		**209**
Chair Videos	7	0	9	3	4	9	6	0	49	46	49		**182**
Fitness Videos	82	81	92	68	59	81	73	75	0	53	39		**703**
Pool	41	60	50	43	29	55	44	23	47	40	38		**470**
Persian Pickles	9	20	24	33	17	20	17	20	28	24	15		**227**
Crafts	0		0	13	2	2	0	0	0	5	2		**24**
General Visit	3	2	0	0	0	0	0	3	2	2	6		**18**
Guests	8	15	10	10	2	21	1	6	2	2	4		**81**
Board Meeting	6	7	6	7	6	6	7	7	7	7	30		**96**
TOTAL	**380**	**380**	**433**	**362**	**286**	**408**	**363**	**377**	**393**	**473**	**441**	**0**	**4,296**

	2025						2026						
Special Events	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Total**
Dance	0	0	0	0	0	58	91	75	63	38	43	36	**404**
Pool Tournament	10	15	0	0	0	0	0	15	15	16	10	10	**91**
Fish Fry	0	0	0	0	0	0	0	0	0	180	0	0	**180**
Craft Classes	18	3	31	11	11	2	5	0	0	0	0	0	**81**
Health Classes	0	2	0	0	0	0	0	0	0	0	0	0	**2**
Medicare Education												1	**1**
													-
													-
													-
Total	**28**	**20**	**31**	**11**	**11**	**60**	**96**	**90**	**78**	**234**	**53**	**47**	**759**

	2025						2026						
Membership	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Total**
Renewal/Enroll	11	17	6	6	6	5	48	20	29	14	9		**171**

	2025						2026						
DOCS Meals	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Total**
# Sold	11	206	125	125	115	141	100	124	158	193	178		**1,476**

	2025						2026						
Online Stats	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Total**
Website	696	444	535	502	645	530	573	661	250	632	658	301	**6,427**
Facebook	45,764	29,945	16,539	11,459	16,100	15,816	29,355	22,761	21,963	22,643	16,342	21,444	**270,131**
TOTAL	**46,460**	**30,389**	**17,074**	**11,961**	**16,745**	**16,346**	**29,928**	**23,422**	**22,213**	**23,275**	**17,000**	**21,745**	**276,558**