

MAY 27 1997

**INTERLOCAL COOPERATION AGREEMENT
AND LEASE AGREEMENT BETWEEN
OKLAHOMA CAPITOL IMPROVEMENT AUTHORITY
OKLAHOMA TOURISM AND RECREATION DEPARTMENT
AND THE CITY OF MIDWEST CITY**

**OKLAHOMA SECRETARY
OF STATE**

THIS AGREEMENT is made and entered into on this 5th day of May, 1997, by and between the Oklahoma Capitol Improvement Authority ("OCIA"), the Oklahoma Tourism and Recreation Department ("OTRD") and the City of Midwest City ("City").

WITNESSETH

WHEREAS, OCIA, OTRD and City have determined to cooperate with respect to the i) leasing of real property owned by City and ii) operation of the Midwest City Welcome Center; and

WHEREAS, this Agreement is entered into pursuant to the Oklahoma Interlocal Cooperation Act, 74 O.S.1991 § 1001, et seq., as amended; and

WHEREAS, \$500,000.00 in funds for the construction of the Midwest City Welcome Center was included in the OCIA State Agency Facility Revenue Bonds, Series 1995 (the "bond issue") pursuant to the provisions of Title 73, Oklahoma Statutes 1991, Section 151 et seq., inclusive, as amended, specifically by Senate Bill No. 538 of the First Regular Session of the Forty-fifth Legislature of the State of Oklahoma; and

WHEREAS, OCIA and OTRD have entered into a Lease Agreement for the purpose of designing, constructing, equipping, occupying, and maintaining, in part, the Midwest City Welcome Center; and

WHEREAS, the Lease Agreement entered into between OCIA and OTRD further provides, in part, that the Midwest City Welcome Center shall be owned by OCIA until December 1, 2010, or until all indebtedness of the OCIA incurred in connection with the bond issue is paid or provision for payment thereof has been made, whichever occurs first, at which time OCIA shall transfer all right, title, and interest in the Midwest City Welcome Center to OTRD; and

WHEREAS, the Lease Agreement entered into between OCIA and OTRD further provides, in part, for the payment of rent to OCIA from OTRD; and

WHEREAS, the Lease Agreement entered into between OCIA and OTRD further provides, in part, that OTRD shall not assign or sublease any portion of the Lease Agreement without first obtaining the written approval of OCIA; and

WHEREAS, this Agreement evidences such necessary written approval from OCIA; and

BURN INDICATED MAIL TO

NAME Gretchen Zumwalt, Asst. Attorney General
ADDRESS 2800 N. Lincoln, Suite 112
CITY & STATE Oklahoma City, OK 73105-4894

DOC NUMBER 97087477
BOOK 7109
PAGES 104 - 110
TIME 11:43:40
FEE 20.00
07/08/1997
Carolynn Caudill
Oklahoma County Clerk
RECORDED AND FILED

WHEREAS, in addition to the proceeds from the OCIA bond issue, Senate Bill 816 appropriated \$150,000.00 to OTRD for the construction of the Midwest City Welcome Center; and

WHEREAS, City has agreed to participate with OCIA and OTRD by providing real property for the site of the Midwest City Welcome Center; and

WHEREAS, City has represented to OCIA and OTRD that it holds good and clear title to the real property leased herein and that it has received approval from the United States of America to locate a tourist information center on the real property leased herein; and

WHEREAS, City has agreed to operate and maintain the Midwest City Welcome Center; and

WHEREAS, City has agreed to participate with OCIA and OTRD by providing certain site improvements for the Midwest City Welcome Center.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. For good and valuable consideration, City agrees to lease to the State of Oklahoma, OCIA and OTRD the following described real property for an initial term of twenty-five (25) years with said term beginning May 1, 1997:

A tract of land located between S.E. 29th Street (former State Highway No. 3) and Interstate Highway No. 40 lying in the North Half (N/2) of the Northwest Quarter (NW/4) of Section 15, T11N, R2W of the I.M., Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at the Northwest Corner (NW/C) of said North Half (N/2), Northwest Quarter (NW/4); Thence South along the west line of said North Half (N/2), Northwest Quarter (NW/4) a distance of 60.33 feet and S89 56'48"E and parallel to the north line of said North Half (N/2), Northwest Quarter (NW/4) a distance of 1508.18 feet to the point or place of beginning, said point being on the present south right-of-way line of S.E. 29th Street (former State Highway No. 3); Thence continuing S89 56'48"E along said right-of-way line a distance of 535.92 feet; Thence S11 20'33"W a distance of 183.50 feet to a point on the north right-of-way line of Interstate Highway No. 40; Thence N89 56'48"W along said north right-of-way line a distance of 500.00 feet; Thence N00 03'12"E a distance of 179.95 feet to the point or place of beginning containing 93,206.876 feet or 2.1397 acres more or less. (The "Premises").

After the initial term of twenty-five (25) years, this lease agreement shall be subject to renewal for five (5) successive five (5) year periods at the option of OTRD, such option to be exercised in writing not less than six (6) months prior to the expiration of the current term. In the event of cancellation or termination of this Agreement prior to the entire fifty (50) year period, the improvements (including but not limited to the Midwest City Welcome Center building) shall become the property of OCIA or OTRD depending on the date of termination or cancellation, and the improvements may be operated, modified or disposed of as OCIA/OTRD determines in its sole discretion. In the event this Agreement remains in effect for the entire fifty (50) year period, OTRD and Midwest City hereby agree to negotiate at that time a new Agreement to provide for the continued ownership, operation and maintenance of the Midwest City Welcome Center.

2. OTRD, on behalf of OCIA, agrees to construct the Midwest City Welcome Center on the premises. All architectural work, design work and construction plans for the Midwest City Welcome Center building shall be prepared at the sole cost and expense of OTRD. The costs of the design (estimated at \$50,000.00), construction and furnishings (estimated at \$600,000.00) for the Midwest City Welcome Center shall be borne by OTRD up to a maximum of \$650,000.00 from proceeds of the OCIA bond issue or other available funds of OTRD. Any other improvements to the Midwest City Welcome Center desired by City shall be paid for by City.

3. City agrees to provide site improvements on the above-described real property including, but not limited to, points of ingress and egress, asphalt and concreted striped parking, curbing, guttering, sidewalks, signage (both on site and highway), landscaping and lawn irrigation system, and exterior lighting. Further, City agrees to incur all expenses associated with providing sufficient water, sewer and electrical lines necessary for the operation of the facility including engineering and design services if necessary. Specifically, the water and sewer services shall be connected to stub outs five (5) feet from the building and electrical service shall be connected to the meter located on the Midwest City Welcome Center. Currently existing amenities including but not limited to two (2) picnic tables, covered information kiosk, monument with possible time capsule and four (4) foot rail fences will be removed/relocated by Midwest city.

4. Upon completion of the facility, City agrees to operate and maintain the interior and exterior of the Midwest City Welcome Center. Such responsibility shall include, but not be limited to, the following:

- City shall pay all utility costs;
- City shall maintain to the satisfaction of OTRD all interior and exterior building needs (including, but not limited to, replacement of light bulbs, plumbing and

- electrical repairs), exterior landscaping, lawn and parking lot;
- City shall employ personnel necessary to operate and maintain the Midwest City Welcome Center including sufficient personnel to staff the Midwest City Welcome Center during its hours of operation;
 - City shall collect and dispose of trash at its own expense;
 - City shall ensure that the Midwest City Welcome Center's hours of operation shall be as follows:
At least 8:30 a.m. - 5:00 p.m. daily except for Thanksgiving Day and Christmas Day. The Midwest City Welcome Center may be closed only on Thanksgiving Day and Christmas Day.
 - City shall maintain insurance or be self-insured, including worker's compensation insurance, for all employees of the facility;
 - City shall maintain, monitor, and bear all expenses of the fire and burglar alarm systems;
 - City shall be responsible for training facility staff in accordance with OTRD's standards for Welcome Center employees. City shall ensure that all staff employees/volunteers participate in OTRD's annual training session(s) for Welcome Center employees and attend all training and/or events requested by OTRD. All costs associated with such training shall be borne by City.

5. City shall maintain and operate the facility to the satisfaction of OTRD. OTRD shall have the authority to establish rules and regulations for the facility which shall be adhered to by City. In the event OTRD is dissatisfied with the maintenance or operation of the facility, OTRD may terminate this Agreement to the extent City operates and maintains the facility by giving City thirty (30) days written notice. In such event, only the portion(s) of this Agreement which relates to the operation and maintenance of the facility shall be terminated. All other portions, including the real property lease provisions, shall remain in full force and effect.

6. In the event City utilizes volunteers to staff the facility, City shall pay all worker's compensation premiums and liability insurance necessary, or be self-insured, and agrees to indemnify and hold the State of Oklahoma (including OCIA and OTRD) harmless from any claim or dispute arising out of the use of such volunteers.

7. Movable equipment and fixtures placed in the Midwest City Welcome Center by OTRD shall, at all times, including upon expiration or termination of the lease, remain the property of OTRD. City agrees to cooperate and assist with annual inventories of movable equipment and fixtures as required by OTRD.

8. City agrees to utilize the Midwest City Welcome Center only for the purposes as stated in 74 O.S.Supp.1995, §1813(A)(9) which provides in part:

The state-of-the-art welcome centers shall include, when feasible and necessary to effectuate the provisions of subsection C of Section 1863 of this title, restaurant or concession areas, recreational vehicle utility hook-ups and overnight parking areas, multimedia information displays, telecommunications centers, and such other technological accoutrements necessary to aid the traveler in obtaining up-to-date hotel and motel reservation information, weather and road conditions, route information, and community and state, public or private tourist attraction and event information.

9. City shall not sublease or assign any portion of the facility to any public or private entity without the express written consent of OCIA and OTRD. Further, City shall not allow any public or private entity to occupy any portion of the facility without the express written consent of OCIA and OTRD.

10. The Midwest City Welcome Center will be available for advertising purposes to all persons, firms, corporations, partnerships and associations at a rental rate and upon the terms and conditions to be set by OTRD. OTRD shall have the sole and exclusive right to prepare, alter, maintain and in any way change the advertising and promotional materials contained in the Midwest City Welcome Center.

11. City agrees to comply with all local, municipal, city, county, State and Federal laws, rules, regulations, and codes.

12. This Agreement may be terminated by any party hereto upon thirty (30) days prior written notice to the other parties. For purposes of this provision, the following addresses shall serve as the party's addresses:

OCIA
Attn: Director of the
Department of Central Services
Room 104
State Capitol
2300 N. Lincoln Blvd., Suite 104
Oklahoma City, OK 73105

OTRD
Attn: Executive Director
P.O. Box 52002
Oklahoma City, OK
73152-2002

City of Midwest City
Attn: City Clerk
100 N. Midwest Blvd.
P.O. Box 10570
Midwest City, OK 73140

13. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

ATTEST:

Oklahoma Capitol Improvement Authority

Paula M. Warden
Chairman Secretary

Secretary

ATTEST:

Oklahoma Tourism and Recreation Department

Janet E. Craver
Secretary

Edward Cook
Edward Cook,
Executive Director

ATTEST:

City of Midwest City

Tommy [unclear]
City Clerk

Eddie O. Reed
Eddie O. Reed, Mayor
City of Midwest City

Pursuant to 74 O.S. § 1004(f), this Interlocal Cooperation Agreement was forwarded on the 12th day of May, 1997 to the Office of the Attorney General for approval. In the event the Office of the Attorney General fails to disapprove the Agreement within sixty (60) days from such date, the Agreement shall be deemed approved. See, 74 O.S. 1991 § 1004(f).

W.A. "Drew" Edmondson

APPROVED:

W.A. "DREW" EDMONDSON, ATTORNEY GENERAL
STATE OF OKLAHOMA

By: Assistant Attorney General



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

May 19, 1997

FILED

MAY 27 1997

OKLAHOMA SECRETARY
OF STATE

OTRD
Attn: Executive Director
P.O. Box 52002
Oklahoma City, OK 73152-2002

**Re: Interlocal Cooperation Agreement and Lease Agreement Between
Oklahoma Capitol Improvement Authority and Oklahoma Tourism and
Recreation Department and the City of Midwest City (ICA-97-021)**

Dear Executive Director:

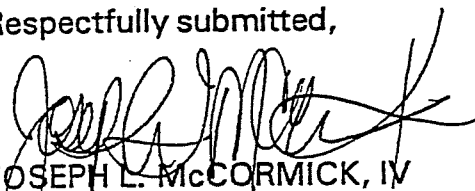
LETTER OF APPROVAL

The Attorney General has reviewed the referenced Agreement and found it to comply with the provisions of the Interlocal Cooperation Act. Pursuant to the provisions of 74 O.S. 1981, § 1004(f), the referenced Agreement is hereby officially **APPROVED** as of the date of the signature manifested hereon.

Please be advised that, before the Agreement may go into force, copies of the Agreement, and of this Letter of Approval, must be filed with the County Clerk and the Secretary of State.

Signed this 19th day of May, 1997.

Respectfully submitted,


JOSEPH L. McCORMICK, IV
ASSISTANT ATTORNEY GENERAL

joe/ica/97-021.ica/rs