



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF RECLAMATION
Oklahoma-Texas Area Office
Oklahoma City Field Office
5924 NW Second Street, Suite 200
Oklahoma City, OK 73127-6514

OK-AD
2.2.3.19

VIA ELECTRONIC MAIL ONLY

Mr. Alan Swartz, PE
Principal, Oklahoma Design Team Leader
Plummer
531 Couch Dr., Suite 200
Oklahoma City, OK 73102
aswartz@plummer.com

Subject: City of Oklahoma City Proposed Crossing of the Del City Pipeline with a 60-inch Steel Encased Waterline, Norman Project, Oklahoma (Your Email Dated February 19, 2024)

Dear Mr. Swartz:

This letter describes the conditions under which the Bureau of Reclamation does not object to the subject crossing, located near Station 203+00 on the Improved Del City Pipeline in the Southeast Quarter of the Southeast Quarter of Section 25, Township 11 North, Range 2 West of the Indian Meridian in Oklahoma County, Oklahoma as shown on the attached plan and profile drawing and proposed waterline crossing drawings (3 enclosures total). The referenced conditions are:

1. The City of Oklahoma City (OKC) shall contact the Central Oklahoma Master Conservancy District by phone at 405-329-5228 in sufficient time to permit, if necessary, inspection on behalf of the United States of any approved work in progress and at the completion of work within the United States right-of-way.
2. OKC shall accomplish installation, operation, and maintenance of the waterline on United States rights-of-way in a manner which avoids damage to or obstruction of Norman Project facilities or interference in any way with the operation and maintenance of these facilities. Except as approved in writing, OKC shall not remove or place additional overburden on United States rights-of-way.
3. The waterline crossing shall be constructed under the Del City Pipeline easement by boring method, with suitable fill between the waterline and borehole annulus to ensure no settling of the surface occurs. Boring shall begin at a point no closer than 10 feet from the easement, continue with a minimum clearance of 5 feet below the Del City Pipeline, and end at a point no less than 10 feet on the other side of the easement. The crossing shall be made in accordance with state and Federal regulations.
4. The waterline may not lie parallel to the Del City Pipeline within the United States 66-foot easement as described in the enclosed Contract and Grant of Easement.
5. The crossing shall be adequately marked to identify the waterline.

6. Upon completion of the waterline installation, OKC shall provide Reclamation with scaled as-built engineering drawings of the crossing.
7. OKC assumes the entire responsibility for the installation, maintenance, and use of the subject waterline within the United States rights-of-way. OKC understands that should damage occur to the waterline as a result of the operation, maintenance, repair or replacement of the Del City Pipeline, repairs to the waterline shall be OKC's sole responsibility. Nothing herein shall ever be construed to place upon the United States or the District any manner of liability for injury to or death of person or persons, or for damage to or loss of property arising from or in any manner connected with the installation, maintenance, or use of the subject waterline; less and except the gross negligence or willful misconduct of the United States or the District, its employees, agents, or assigns.
8. OKC agrees that the United States, its officers, agents, employees, and successors and assigns shall not be held liable for any improvements or works by reason of the exercise of the rights herein reserved; nor shall anything contained in this paragraph be construed in any manner as limiting other reservations in favor of the United States contained in this letter.
9. The conditions of this letter shall inure to the benefit of and be binding upon the successors and assigns of Reclamation and OKC.
10. The conditions of this letter shall continue so long as the subject waterline remains in the United States rights-of-way.
11. All rights acquired by the United States at the crossing locations, including the right of ingress and egress, remain in full force and effect.

Please have OKC acknowledge receipt and acceptance of these conditions by completing the signature and date spaces below, then returning an electronic copy of the letter to this office. If you have any questions, please feel free to contact me at 405-470-4800. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Sincerely,

JEFFREY
TOMPKINS

Digitally signed by
JEFFREY TOMPKINS
Date: 2024.02.27 10:26:53
-06'00'

Jeff Tompkins
Supervisor, Resource Management Division

Enclosures – 3

cc: See next page.

cc: Mr, Kyle Arthur
District Manager
Central Oklahoma Master Conservancy District
12500 Alameda Drive
Norman, Oklahoma 73026
karthur@comcd.net

Mr. Tim Carr
Operations Specialist
Central Oklahoma Master Conservancy District
12500 Alameda Drive
Norman, Oklahoma 73026
tcarr@comcd.net
(via email; w/encl to each)

ACCEPTANCE:

See attached signature page.

SIGNATURE _____

TITLE _____

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 21ST day of MAY, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES

Amy K Simpson
SECRETARY



Jim D Couch

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City this 21ST day of MAY, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson
CITY CLERK



David Holt

REVIEWED for form and legality.

Frank Green
ASSISTANT MUNICIPAL COUNSELOR