The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City Manager’s Facebook page.

The recorded video will be available on YouTube and the City’s website within 48 hours at www.youtube@midwestcityok.org.

The meeting minutes and video can be found on the City’s website in the Agenda Center: https://midwestcityok.org/AgendaCenter.

To make a special assistance request, call 739-1215 or email pmeneefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.
A. CALL TO ORDER.

B. OPENING BUSINESS.
   • Invocation by Public Works Director Vaughn Sullivan
   • Pledge of Allegiance by Councilmember Reed
   • Community-related announcements and comments
   • Mayor proclamation for retiree Linda Burnham

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration of approving the minutes of the June 11, 2019, as submitted. (City Clerk - S. Hancock)

2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: General Gov’t Sales Tax Fund, revenue/ Transfers In (09) $14,463; expenses/Street (09) $14,463. 2018 Election G.O. Bond Fund, revenue/Intergovernmental (47) $5,050,000; expenses/Golf (47) $5,050,000; revenue/Intergovernmental (06) $5,690,000; expenses/Park & Rec (06) $5,690,000; revenue/Intergovernmental (64) $955,000; expenses /Fire (64) $955,000. General Fund, revenue/Taxes (00) $482,500; expenses/Transfers Out 1 $482,500. General Gov’t Sales Tax Fund, expenses/City Manager (01) $5,000. Public Works Fund, expenses/Public Works (30) $3,000. Sales Tax Capital Improvement Fund, revenue/Taxes (00) $222,000; expenses/Transfers Out (00) $222,000. L&H Fund, expenses /Personnel (03) $500,000. Hotel Motel Fund, revenue/Taxes (00) $60,000; expenses/Economic (87) $60,000. (Finance - C. Barron)

3. Discussion and consideration of accepting the City Manager’s Report for the month of May 2019. (Finance - C. Barron)

4. Discussion and consideration of approving and entering into a contract for fiscal year 2019-20 with Gano Coleman, CPA, PLLC, an Oklahoma Tax Commission approved auditor, at the rate of $90 per hour for sales tax audits for one taxing jurisdiction or $70 per hour for sales tax audits for two or more taxing jurisdictions. (Finance - C. Barron)

5. Discussion and consideration of passing and approving a resolution to update a list of eligible broker/dealers for use by the City Treasurer to purchase pooled cash investments in accordance with the City’s approved investment policy. (Finance – C. Barron)

6. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees’ Health Benefits Plan and action as deemed necessary by the Council to maintain the plan. (Human Resources - C. Wilson)
7. Discussion and consideration of approving recommendations from the Deferred Compensation Advisory Committee (DCAC) to remove under-performing funds from the 457 Deferred Compensation Plan and replace them with higher performing funds that will give the participants greater returns on their investments; and approving the amendment of the annual asset charge being reduced to 0.26%. (Human Resources, C. Wilson)

8. Discussion and consideration of renewing the Consulting Agreement with Gallagher Benefit Services Inc. in the amount of $55,560 to include the coordination and management of the Health and Dental Benefit services, serving as the liaison with Empyrean to provide an electronic platform for streamlining benefit enrollments and information, and for the coordination and management of the Section 125 Flexible Spending Plan (Cafeteria Plan) with Discovery Benefits for the 2019-20 Benefit Plan fiscal year. (Human Resources - C. Wilson)

9. Discussion and consideration of entering into a Service Exchange Agreement between American Fidelity Assurance Company and the City of Midwest City in the amount $0.00; per the exchange agreement American Fidelity will provide Administrative Services for the Section 125 Flex Spending Accounts (FSA) and Consulting Services on the City’s Basic Life and Optional insurance products; in exchange the City of Midwest City will allow American Fidelity General Agency (a wholly-owned subsidiary of American Fidelity) to serve as Customer’s Agent of Record with its current supplemental insurance, and to work with American Fidelity on a mutually agreeable time-frame and opportunity to offer similar coverage(s) and/or other supportive coverage(s); and give American Fidelity the opportunity to offer insurance products to all eligible employees in a mutually agreeable manner. (Human Resource - C. Wilson)

10. Discussion and consideration of renewing the agreement with Shape Fitness, LLC to provide the employees of the City of Midwest City a discounted corporate membership rate of $18.00 per person per month; and the City paying the $20.00 fee per enrolled employee for the required access card. (Human Resources - C. Wilson)

11. Discussion and consideration to approve a resolution canvassing returns of the June 11, 2019 Special Election held in the City of Midwest City, Oklahoma, on Ordinance 3368, granting to Oklahoma Natural Gas Company a franchise for a period of twenty-five years, and declaring the approval of the franchise. (City Clerk - S. Hancock)

12. Discussion and consideration approving the resolution to execute the agreement establishing the Oklahoma Municipal Assurance Group (OMAG) to provide a basis for securing protection, benefits and indemnification relating to insurance or self-insurance for general and automobile liability, workers’ compensation, municipal property and contents, and other insurance coverage for Midwest City and its employees. (Risk Management - L. Smithson)

13. Discussion and consideration of renewing the excess workers compensation agreement with Midwest Employers for the City of Midwest City’s Workers’ Compensation Self-Insurance Plan for the 2019-2020 fiscal year at an annual cost of $217,990 for self-insured retention of $500,000 per claim for police and fire employees and $450,000 per claim for all other employees. (Risk Manager - L. Smithson)
14. Discussion and consideration of binding excess general liability insurance coverage with States Self-Insurers Risk Retention Group, Inc. for the City of Midwest City’s General Liability Self-Insurance Plan for the fiscal year 2019-20 at an annual cost of $93,731 for a self-insured retention of $250,000 per occurrence. (Risk Management - L. Smithson)

15. Discussion and consideration of approving the renewal of insurance policies with Oklahoma Municipal Assurance Group (OMAG) for fiscal year 2019-20 for the Property Insurance Policy with no deductible, including wind and hail for the premium rate of $290,825; and the Vehicle and Equipment Policy with a $1,000 deductible for comprehensive and collision coverage, including auto liability for at a premium rate of $132,854. (Risk Management - L. Smithson)

16. Discussion and consideration of approving and entering into a Cooperative Agreement with the Midwest City Chamber of Commerce that governs the terms and conditions under which that organization will receive up to $5,000 from the City for the 2019 Youth Excel program. (City Manager - T. Lyon)

17. Discussion and consideration of renewing the following contracts, without modifications, for FY 19-20: Office Supply Contract with Staples, Inc.; the utility bill production agreement with Dataprose, LLC, and Connect + Series mail machine lease from Pitney Bowes in the amount of $248.55 per month. (City Clerk - S. Hancock)

18. Discussion and consideration of approving and entering into a Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. hereafter called “CAA” for FY 19-20. (Neighborhood Services - M. Stroh)

19. Discussion and consideration of accepting the Monthly Neighborhood Services report for May 2019. (Neighborhood Services - M. Stroh)

20. Discussion and consideration of renewing the Lease and Operating Agreement with Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. for use of the Steed Head Start Center facility located at 2118 Flannery Drive for FY 19-20. (Grants Management - T. Craft)

21. Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. for use of the Dana Brown Cooper Head Start Center facility located at 9300 N.E. 10th Street for FY 19-20. (Grants Management - T. Craft)

22. Discussion and consideration of approving a Memorandum of Understanding with Rose State College to participate in the Small Business Development Center Consortium for the period of July 1, 2019 to June 30, 2020; and selection of Robert Coleman, Director of Economic Development, to serve as the City of Midwest City representative on the on the Rose State College SBDC Consortium. (Economic Development - R. Coleman)
23. Discussion and consideration of approving and entering into an agreement with the Oklahoma County Board of County Commissioners to establish the terms and conditions under which the City will participate in a standard services contract to provide access to criminal justice and law enforcement data via "portal" account for FY 19-20. (Police - B. Cables)

24. Discussion and consideration of renewing for fiscal year 2019-20 the contracts with: Azteca Systems in the amount of $74,000.00 for Cityworks software; Cimarron Construction in the amount of $416,886.00 for I-40/Sooner water line relocation; CK Utility Construction for $414,514.00 for NE 23rd waterline extension SCIP to Spencer Road; Crafton, Tull, & Associates in the amount of $261,800.00 for engineering services for SE 29th from Midwest Boulevard to Douglas reconstruction; Crafton, Tull, & Associates in the amount of $26,500.00 for FEMA flood study-Soldier Creek and SE 29th; ESRI in the amount of $50,000 for year 2 of licenses; Guy Engineering in the amount of $28,820.00 for Reno bridge work, Federal aid project; Jacobs Engineering in the amount of $80,500.00 for pedestrian signal project; Lee Engineering in the amount of $30,700.00 for work on traffic signals at Orchard and Douglas and Air Depot and the Railroad Crossing; ODOT in the amount of $34,316.20 for the City’s share of construction plans for the Palmer Loop Trail and Mid-America Park Trail; One Source/Xerox to lease a Xerox Altalink C8045 Multifunctional copier at $99.21 per month, inclusive of maintenance, per copy cost of $0.00650 per black and white image and $0.043 per color image; Parathon Construction in the amount of $154,317.25 for Woodman Drive cul-de-sac phase 4; Phoenix Construction Disaster in the amount $101,900.00 for ADA Restrooms remodel; SMC Utility Construction in the amount of $423,744.00 for SE 29th waterline extension Oak to Post; Streets LLC, $87,623.00 for chiller replacement; TAP Architecture in the amount of $38,190.84 for design, engineering, and construction administration services regarding I-40 beautification. (Community Development - B. Harless)

25. Discussion and consideration of approving and renewing the fire department copier lease and maintenance agreements for fiscal year 2018-19 with Oklahoma Copier Solutions at a rate of $0.009 per black and white copy and $0.0525 per color copy and a monthly lease rate of $97.00 for one (1) Sharp MX-3050.

26. Discussion and consideration of renewing for fiscal year 2019-2020 the maintenance agreements with ImageNet Consulting in an amount not to exceed $42,465.80 for Laserfiche maintenance; Tyler Technologies in an amount not to exceed $145,000.00 for software maintenance in connection with the Police, 911 and Court; Central Square in an amount not to exceed $142,000.00 for hosted Naviline services for the City. (Information Technology - R. Rushing)

27. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Soccer Club for services in support of the soccer program at the Soccer Complex for FY 2019-20. (Parks and Recreation - F. Gilles)

28. Discussion and consideration of awarding a bid and entering into a contract for FY 2019/2020 to purchase Portland cement from Dolese Bros. Co. cement in the amounts of $106.00 per cubic yard, with 2% calcium $112.50 per cubic yard and 3500lb Portland cement in the amounts of $112.00 per cubic yard, with 2% calcium $119.00 per cubic yard. (Public Works - V. Sullivan)
Consent Agenda continued.

29. Discussion and consideration of approving and entering into a contract for fiscal year 2019 – 2020 between the Parks and Recreation Department and Vann & Associates for marketing and public relations services in the amount of $1,650.00 per month. (Parks and Recreation - F. Gilles)

30. Discussion and consideration of approving and entering into a contract for FY 19-20 Convention and Visitors Bureau (CVB) marketing and public relations services with Vann and Associates, in the amount of $1,000.00 per month. (Public Works Director - V. Sullivan)

31. Discussion and consideration of entering into a contract to distribute the Midwest City Visitors Guide by mail through the Oklahoma Tourism and Recreation Commission in the amount of $1.16 per mailing. (Public Works - V. Sullivan)

32. Discussion and consideration of renewing contracts for FY 19-20 with Midstate Traffic Control, Inc. for traffic signal maintenance and Unifirst Holdings, Inc. for uniforms. (Public Works - V. Sullivan)

33. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Information Technology - R. Rushing)

34. Discussion and consideration of declaring fifty eight (58) Midwest City PD department owned firearms as surplus and authorizing their disposal by trade-in for the purchase of new Glock 9 mm with GT Distributors, Austin, TX. (Police - B. Clabes)

D. DISCUSSION ITEMS.

1. (PC-1997) Public hearing with discussion and consideration of an ordinance to redistrict from C-1, Restricted Commercial to C-3, Community Commercial, for the property described as a part the SE/4 of Section 1, T11N, R2W, addressed as 9925 SE 15th Street. (Community Development - B. Harless)

2. (PC – 1998) Discussion and consideration of approval of the proposed preliminary plat of The Eulene, described as a part of the SW/4 of Section 36, T12N, R2W, addressed as 329 King Avenue. (Community Development - B. Harless)

3. (PC –1999) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the property described as a part of the SE/4 of Section 4 T11N, R2W, located at 6805 SE 15th Street. (Community Development - B. Harless)

4. (PC –2000) Discussion and consideration of approval of the proposed preliminary plat of Pieper Addition, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2750 Hand Road. (Community Development - B. Harless)
5. (PC – 2001) Discussion and consideration of approval of the Final Plat of Oakes Crossing, described as a part of the SW/4 of Section 31, T12N, R1W, addressed as 10225 E. Reno Avenue. (Community Development - B. Harless)

6. Discussion and consideration of approving the three percent cost of living increase for all part-time and full-time employees effective July 1, 2019. (City Manager - T. Lyon)

7. Public Hearing with discussion and consideration to approve an ordinance, closing a firelane easement across 1103 S Air Depot Boulevard shown as Lot 1, Block 6 of the re-plat of Blocks 1 and 2 of the re-plat of Bill Atkinson's Ranchets and lying in the Southeast Quarter (SE/4) of Section 4, Township 11 North Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, and providing for repealer and severability. (Community Development - P. Menefee)

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

F. EXECUTIVE SESSION.

1. Discussion and consideration of entering into executive session as allowed under 25 O.S. Section 307 (B)(4) to discuss pending litigation.

G. FURTHER INFORMATION.

1. Minutes of the June 4, 2019 Planning Commission meeting. (Community Development - B. Harless)

H. ADJOURNMENT.
CONSENT AGENDA
Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Council Minutes

June 11, 2019 – 6:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:01 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Españiola Bowen, Sean Reed, Christine Allen, and Jeff Moore with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: none.

OPENING BUSINESS. Public Works Director Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Bowen. Council and Staff made community-related announcements. Mayor Dukes presented proclamations to retirees Greg Vernon and Rodney Foster.

CONSENT AGENDA. Allen made a motion to approve the consent agenda, as submitted, except for items 5 and 9, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the two special meetings on May 21, 2019 and regular meeting of May 28, 2019, as submitted.


4. Discussion and consideration of approving and entering into a contract for the FY 19-20 in an amount not to exceed $18,000 with Crawford and Associates, P. C. for annual financial statement preparation for the fiscal year ended June 30, 2019.

5. Discussion and consideration of accepting the legal services by and between Box, Williams, Forshee & Bullard, P.C. (BWFB) and the City of Midwest City, a municipal corporation, the Midwest City Hospital Authority, a public trust, for legal services related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex zoning, and permit applications in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City. No action taken.

6. Discussion and consideration of 1) approval of the proposed 2019 Action Plan, a part of the 2015–2019 Consolidated Plan and Strategy, for the use of 2019 Community Development Block Grant (CDBG) funds, 2) authorization of the Mayor to submit the approved and/or modified certifications to the U.S. Department of Housing and Urban Development, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program.

7. Discussion and consideration of renewing and adopting the current Council governing handbook.
8. Discussion and consideration of accepting the transfer of ownership of the W. P. “Bill” Atkinson statue located in Central Park from the Midwest City Chamber to the City of Midwest City (the City).

9. Discussion and consideration of approving a resolution naming the new park in Town Center Plaza as “J. Guy Henson Park” and officially expressing appreciation and recognition to Mr. Henson for his forty years of dedicated service and strategic forward-thinking leadership of the City of Midwest City and its citizens. Byrne made a motion to approve Resolution 2019-14, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

10. Discussion and consideration of renewing the School Resource Officer Mutual Cooperation Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma, for the placement of a school resource officer at Midwest City High School and Carl Albert High School from August through May, for which the District agrees to pay $145,000; and authorizing the city manager and the chief of police to execute the agreement on behalf of the City.

11. Discussion and consideration of renewing the current Jail Services Agreement with the Board of County Commissioners of Oklahoma County and the Sheriff of Oklahoma County for fiscal year 2019-20 to provide for the incarceration of City prisoners and “Hold for State” prisoners within the Oklahoma County Jail under the custody of County officials at the rate of $44.61 per day per prisoner.

12. Discussion and consideration of approving and entering into an annual maintenance agreement beginning July 1, 2019 through June 30, 2020 with Stolz Telecom for Eventide 740 9-1-1 recorder services in an amount of $1,440.00.

13. Discussion and consideration of renewing an agreement with Everbridge in the amount of $14,500 for a mass notification system for fiscal year 2019-20.

14. Discussion and consideration of renewing for fiscal year 2019-2020 the contract with GeoSafe in the amount of $10,000 for software service and integration with CAD to the iPads in fire trucks and Emergency Reporting in the amount of $11,432 for software service and integration with CAD for records management.

15. Discussion and consideration approving an expenditure of funds in an amount not to exceed $38,000.00 to Lemke Land Surveying (LLS) for boundary and topographic design survey services related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City, as presented on addendum.

16. Discussion and consideration of accepting a grant of Right of Way from Michael Magerus and Aurelia Magerus across a certain parcel of land located within the corporate boundaries of Midwest City being part of Lots 1A and 1B Kanaly's NE 23rd Street Addition, located in the Northwest Quarter (NW/4) of Section Twenty (26) Township Twelve (12) North Range Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma.
17. Discussion and consideration of amending the funding agreement for Federal-Aid Project Number STP-225N (496) AG, State Job Number 31546(04), with the Oklahoma Department of Transportation for $103,891.57, for the construction services involving the Mill, Resurface, and Reconstruction of Sidewalks: Douglas Boulevard from S.E. 4th Street to N.E. 10th Street, Midwest City.

18. Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

DISCUSSION ITEMS.

1. (PC-1995) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to O-2, General Office, for the property described as a part of Lot 1 of Block 2 of the Friendly Acres Addition, addressed as 11126 E. Reno Avenue. Gary O’Brien with Ingram Civil Engineering Group, 102 Hidden Pointe, Hendersonville, TN and Staff spoke with the Council. After discussion, Bowen made a motion to table the item until the July 9, 2019 meeting, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.


NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 6:40 PM.

ATTEST:

______________________________
MATTHEW D. DUKES II, Mayor

__________________________
SARA HANCOCK, City Clerk
TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: June 25, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: General Gov’t Sales Tax Fund, revenue/Transfers In (09) $14,463; expenses/Street (09) $14,463. 2018 Election G.O. Bond Fund, revenue/Intergovernmental (47) $5,050,000; expenses/Golf (47) $5,050,000; revenue/Intergovernmental (06) $5,690,000; expenses/Park & Rec (06) $5,690,000; revenue/Intergovernmental (64) $955,000; expenses/Fire (64) $955,000. General Fund, revenue/Taxes (00) $482,500; expenses/Transfers Out (00) $482,500. General Gov’t Sales Tax Fund, expenses/City Manager (01) $5,000. Public Works Fund, expenses/Public Works (30) $3,000. Sales Tax Capital Improvement Fund, revenue/Taxes (00) $222,000; expenses/Transfers Out (00) $222,000. L&H Fund, expenses/Personnel (03) $500,000. Hotel Motel Fund, revenue/Taxes (00) $60,000; expenses/Economic (87) $60,000.

The first supplement is needed to budget transfer in from General Fund and expense to reclassify purchase of capital outlay item to correct fund. The second supplement is needed to budget revenue and expenses from 2018 G.O. Bond issuance #2. The third supplement is needed to increase budget for sales tax revenue and transfers out to various funds due to actual sales tax revenues exceeding projection for fiscal year. The fourth and fifth supplements are needed to increase budget for separation pay in City Manager and Public Works departments. The sixth supplement is needed to increase budget for sales tax revenue and transfers out to various funds due to actual sales tax revenues exceeding projection for fiscal year. The seventh supplement is needed to increase budget due to actual prescriptions, stop loss and health benefit expenditures exceeding budget for fiscal year. The eighth supplement is needed to increase budget for hotel/motel tax revenue and transfers out to various funds due to actual hotel/motel tax revenue exceeding projection for fiscal year.

Christy Barron
Christy Barron
Finance Director
## Fund: GENERAL GOVT SALES TAX (009)

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**Explanation:**
To budget transfer in from General Fund and expense to reclassify purchase of capital outlay item from General Fund to General Gov't Sales Tax Fund.

## Fund: 2018 ELECTION GO BONDS (270)

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**Explanation:**
To budget revenue and expenses from 2018 G.O. Bond Issuance #2.

## Fund: GENERAL (010)

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**Explanation:**
Increase budget for sales tax revenue and transfers out to various funds due to actual sales tax revenues exceeding budget for fiscal year.
**Fund: GENERAL GOVT SALES TAX (009)\n**
**Budget Amendment Form\n**
**Fiscal Year 2018-2019\n**

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*Explanation:*  
Increase budget for separation pay. Funding to come from fund balance.

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**Fund: PUBLIC WORKS (075)\n**
**Budget Amendment Form\n**
**Fiscal Year 2018-2019\n**

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*Explanation:*  
Increase budget for separation pay. Funding to come from fund balance.

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**Fund: SALES TAX CAPITAL IMPROVEMENT (340)\n**
**Budget Amendment Form\n**
**Fiscal Year 2018-2019\n**

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<tr>
<th>Dept Number</th>
<th>Department Name</th>
<th>Increase</th>
<th>Decrease</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>00</td>
<td>Taxes</td>
<td>222,000</td>
<td>0</td>
<td>222,000</td>
<td>0</td>
</tr>
<tr>
<td>00</td>
<td>Transfers Out</td>
<td>222,000</td>
<td>0</td>
<td>222,000</td>
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</tbody>
</table>

*Explanation:*  
Increase budget for sales tax revenue and transfers out to various funds due to actual sales tax revenues exceeding budget for fiscal year.

---

**Fund: L&H (240)\n**
**Budget Amendment Form\n**
**Fiscal Year 2018-2019\n**

<table>
<thead>
<tr>
<th>Dept Number</th>
<th>Department Name</th>
<th>Increase</th>
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<th>Increase</th>
<th>Decrease</th>
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<td>Personnel</td>
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</table>

*Explanation:* Increase budget due to actual prescriptions, stop loss and health benefit expenditures exceeding budget for fiscal year. Funding to come from fund balance.
### BUDGET AMENDMENT FORM

**HOTEL MOTEL (225) Fiscal Year 2018-2019**

<table>
<thead>
<tr>
<th>Dept Number</th>
<th>Department Name</th>
<th>Increase</th>
<th>Decrease</th>
<th>Increase</th>
<th>Decrease</th>
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</thead>
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<td>60,000</td>
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<td>60,000</td>
<td>0</td>
<td>60,000</td>
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</tr>
</tbody>
</table>

**Explanation:**

Increase budget for hotel/motel tax revenues and transfers out to various funds due to actual hotel/motel tax revenues exceeding budget for fiscal year.
TO: Honorable Mayor and City Council
FROM: Christy Barron, City Treasurer/Finance Director
DATE: June 25, 2019
SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of May 2019.

The funds in May that experienced a significant change in fund balance from the April report are as follows:

**Police Capitalization (21)** decreased because of the payments for:
2019 Chevy Tahoe & equipment for Tahoe  <$188,603>

**Water (191)** decreased due to the quarterly payment to:
Central Oklahoma Master Conservancy  <$240,276>

**Hotel/Conference Center (195)** had an operational gain of $86,986 in May.

**Golf (197)** had an operational gain of $31,357 in May.

**MWC Hospital Authority (425)** activities for May:
Compounded Principal (9010) – unrealized loss on investment  <$3,951,171>
Discretionary (9050) – unrealized loss on investment  <$811,887>

This item is at Council’s discretion.

*Christy Barron*
Finance Director
City of Midwest City  
Financial Summary by Fund  
for Period Ending May, 2019  
(Unaudited)

<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Fund Description</th>
<th>Assets</th>
<th>Liabilities</th>
<th>6-30-18 Fund Balance</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Gain or (Loss)</th>
<th>Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>GENERAL GOVERNMENT SALES TAX</td>
<td>3,062,425</td>
<td>-</td>
<td>2,364,357</td>
<td>2,308,108</td>
<td>(1,610,040)</td>
<td>698,069</td>
<td>3,062,425</td>
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<td>10</td>
<td>GENERAL</td>
<td>6,074,587 (146,894)</td>
<td>-</td>
<td>4,922,938</td>
<td>34,698,657</td>
<td>(33,693,902)</td>
<td>1,004,755</td>
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<td>939,184</td>
<td>-</td>
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<td>19,200</td>
<td>(495)</td>
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<td>STREET AND ALLEY FUND</td>
<td>1,228,687</td>
<td>-</td>
<td>1,237,093</td>
<td>515,409</td>
<td>(523,815)</td>
<td>8,406</td>
<td>1,228,687</td>
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<td>TECHNOLOGY FUND</td>
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<td>-</td>
<td>263,115</td>
<td>370,671</td>
<td>(477,027)</td>
<td>(106,356)</td>
<td>156,758</td>
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<td>STREET LIGHT FEE</td>
<td>1,587,231</td>
<td>-</td>
<td>1,103,255</td>
<td>554,769</td>
<td>(70,793)</td>
<td>483,976</td>
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<td>REIMBURSED PROJECTS</td>
<td>823,767 (184,121)</td>
<td>-</td>
<td>580,104</td>
<td>370,848</td>
<td>(311,307)</td>
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<td>639,645</td>
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<td>29TH &amp; DOUGLAS PROPERTY</td>
<td>5,500,283</td>
<td>-</td>
<td>5,500,144</td>
<td>-</td>
<td>723</td>
<td>(584)</td>
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<td>MWC POLICE DEPARTMENT</td>
<td>3,832,283 (1,760)</td>
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<td>2,477,841</td>
<td>14,385,285</td>
<td>(13,032,603)</td>
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<td>-</td>
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<td>(710,590)</td>
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<td>JUVENILE FUND</td>
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<td>-</td>
<td>55,803</td>
<td>56,392</td>
<td>(76,969)</td>
<td>(20,577)</td>
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<td>POLICE STATE SEIZURES</td>
<td>73,236</td>
<td>-</td>
<td>65,811</td>
<td>9,147</td>
<td>(1,722)</td>
<td>7,425</td>
<td>73,236</td>
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<td>SPECIAL POLICE PROJECTS</td>
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<td>-</td>
<td>78,654</td>
<td>8,675</td>
<td>(7,112)</td>
<td>1,563</td>
<td>80,218</td>
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<td>POLICE FEDERAL PROJECTS</td>
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<td>-</td>
<td>66,543</td>
<td>778</td>
<td>(5,419)</td>
<td>(4,641)</td>
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<td>POLICE LAB FEE FUND</td>
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<td>-</td>
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<td>(8,279)</td>
<td>5,654</td>
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<td>EMPLOYEE ACTIVITY FUND</td>
<td>21,296 (1,051)</td>
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<td>20,717</td>
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<td>(472)</td>
<td>20,245</td>
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<td>JAIL</td>
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<td>-</td>
<td>120,161</td>
<td>105,066</td>
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<td>27,127</td>
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<td>208,443</td>
<td>59,445</td>
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<td>(37,737)</td>
<td>170,706</td>
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<td>1,530,845</td>
<td>11,186,815</td>
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<td>MWC WELCOME CENTER</td>
<td>359,246</td>
<td>-</td>
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<td>14,072</td>
<td>359,117</td>
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<td>CONV / VISITORS BUREAU</td>
<td>194,067</td>
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<td>170,847</td>
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<td>(166,390)</td>
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<td>1,294,577</td>
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<td>(459,464)</td>
<td>44,944</td>
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<td>-</td>
<td>323,195</td>
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<td>(845,936)</td>
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<td>INTERSERVICE ADMIN</td>
<td>436,667</td>
<td>-</td>
<td>324,335</td>
<td>2,208,450</td>
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<td>112,332</td>
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<td>96,064</td>
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<td>ACTIVITY FUND</td>
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<td>361,252</td>
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<td>(16,136)</td>
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<td>123</td>
<td>PARK &amp; RECREATION</td>
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<td>560,631</td>
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<td>148,291</td>
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<td>COMM. DEV. BLOCK GRANT</td>
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<td>6,029</td>
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<td>GRANTS/HOUSING ACTIVITIES</td>
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<td>(22,661)</td>
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<td>GRANT FUNDS</td>
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<td>223,449</td>
<td>(223,449)</td>
<td>-</td>
<td>60,000</td>
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<td>Fund Number</td>
<td>Fund Description</td>
<td>Assets</td>
<td>Liabilities</td>
<td>6-30-18 Fund Balance</td>
<td>Revenues</td>
<td>Expenditures</td>
<td>Gain or (Loss)</td>
<td>Fund Balance</td>
</tr>
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<td>-------------</td>
<td>---------------------------</td>
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<tr>
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<td>CAPITAL IMPROVEMENTS</td>
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<td>(1,140,094)</td>
<td>(139,905)</td>
<td>2,393,638</td>
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<td>172</td>
<td>CAP. WATER IMP-WALKER</td>
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<td>775,403</td>
<td>430,595</td>
<td>(219,014)</td>
<td>211,581</td>
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<td>178</td>
<td>CONST LOAN PAYMENT REV</td>
<td>3,207,495</td>
<td>-</td>
<td>2,640,106</td>
<td>638,137</td>
<td>(70,748)</td>
<td>567,389</td>
<td>3,207,495</td>
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<td>184</td>
<td>SEWER BACKUP FUND</td>
<td>82,253</td>
<td>-</td>
<td>80,576</td>
<td>1,677</td>
<td>-</td>
<td>1,677</td>
<td>82,253</td>
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<td>186</td>
<td>SEWER CONSTRUCTION</td>
<td>3,957,937</td>
<td>(175,000)</td>
<td>3,396,171</td>
<td>1,382,297</td>
<td>(995,532)</td>
<td>386,765</td>
<td>3,782,937</td>
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<tr>
<td>187</td>
<td>UTILITY SERVICES</td>
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<td>(924)</td>
<td>430,911</td>
<td>1,043,482</td>
<td>(978,813)</td>
<td>64,669</td>
<td>495,580</td>
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<tr>
<td>188</td>
<td>CAP. SEWER IMP.-STROTH</td>
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<td>-</td>
<td>87,033</td>
<td>386,885</td>
<td>(182,086)</td>
<td>204,798</td>
<td>592,431</td>
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<td>UTILITIES CAPITAL OUTLAY</td>
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<td>2,919,059</td>
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<td>(978,813)</td>
<td>64,669</td>
<td>2,240,401</td>
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<td>2,195,374</td>
<td>2,216,796</td>
<td>(298,422)</td>
<td>16,370</td>
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<td>MWC WATER DEPARTMENT</td>
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<td>(5,007,024)</td>
<td>(3,042,228)</td>
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<td>(5,007,072)</td>
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<td>1,076</td>
<td>(11,333)</td>
<td>(10,257)</td>
<td>935,476</td>
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<tr>
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<td>2,940,832</td>
<td>97,879</td>
<td>(541,213)</td>
<td>443,556</td>
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<tr>
<td>195</td>
<td>JOHN CONRAD REGIONAL GOLF</td>
<td>48,148</td>
<td>(4,404)</td>
<td>121,184</td>
<td>799,749</td>
<td>(877,188)</td>
<td>(77,439)</td>
<td>43,744</td>
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<td>196</td>
<td>URBAN RENEWAL AUTHORITY</td>
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<td>-</td>
<td>57,066</td>
<td>1,076</td>
<td>(11,333)</td>
<td>(10,257)</td>
<td>46,809</td>
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<td>197</td>
<td>RISK MANAGEMENT</td>
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<td>(37)</td>
<td>1,718,668</td>
<td>1,057,214</td>
<td>(219,355)</td>
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<td>1,499,350</td>
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<td>WORKERS COMP</td>
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<td>991,790</td>
<td>(591,512)</td>
<td>400,278</td>
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<td>CUSTOMER DEPOSITS</td>
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<td>(1,498,751)</td>
<td>-</td>
<td>30,274</td>
<td>(30,274)</td>
<td>-</td>
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<tr>
<td>200</td>
<td>MUNICIPAL COURT</td>
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<td>(45,748)</td>
<td>-</td>
<td>1,047</td>
<td>(1,047)</td>
<td>-</td>
<td>-</td>
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<tr>
<td>201</td>
<td>L &amp; H BENEFITS</td>
<td>2,192,235</td>
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<td>2,215,453</td>
<td>7,343,244</td>
<td>(7,419,095)</td>
<td>(75,851)</td>
<td>2,139,602</td>
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<td>202</td>
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<td>14,065,529</td>
<td>(58,748,739)</td>
<td>17,766,297</td>
<td>(10,794,812)</td>
<td>2,981,485</td>
<td>(44,682,444)</td>
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<tr>
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<td>2002 G.O. STREET BOND</td>
<td>443,671</td>
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<td>458,027</td>
<td>9,358</td>
<td>(23,714)</td>
<td>(14,356)</td>
<td>443,671</td>
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<td>204</td>
<td>2018 ELECTION G.O. BOND</td>
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<td>19,760,173</td>
<td>(683,482)</td>
<td>19,076,691</td>
<td>19,076,691</td>
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<tr>
<td>205</td>
<td>2018 G.O. BONDS MA</td>
<td>305,491</td>
<td>-</td>
<td>310,029</td>
<td>(4,538)</td>
<td>305,491</td>
<td>305,491</td>
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<tr>
<td>206</td>
<td>DISASTER RELIEF</td>
<td>1,376,185</td>
<td>(147,251)</td>
<td>1,181,082</td>
<td>677,071</td>
<td>(627,220)</td>
<td>49,851</td>
<td>1,230,933</td>
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<tr>
<td>207</td>
<td>REVENUE BOND SINKING FUND</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5,263,644</td>
<td>(5,263,644)</td>
<td>-</td>
<td>-</td>
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<tr>
<td>208</td>
<td>G. O. DEBT SERVICES</td>
<td>179,241</td>
<td>-</td>
<td>124,438</td>
<td>423,096</td>
<td>(368,293)</td>
<td>54,803</td>
<td>179,241</td>
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<tr>
<td>209</td>
<td>SOONER ROSE TIF</td>
<td>7,454,535</td>
<td>-</td>
<td>8,318,025</td>
<td>203,377</td>
<td>(1,066,867)</td>
<td>(863,490)</td>
<td>7,454,535</td>
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<tr>
<td>210</td>
<td>2018 ELECTION G.O. BOND</td>
<td>91,169,904</td>
<td>(7,121,781)</td>
<td>83,859,161</td>
<td>2,008,538</td>
<td>(1,819,575)</td>
<td>188,963</td>
<td>84,048,124</td>
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<tr>
<td>211</td>
<td>MWC HOSP AUTH-LOAN RESERVE</td>
<td>3,031,985</td>
<td>(531,985)</td>
<td>2,500,000</td>
<td>55,503</td>
<td>(55,503)</td>
<td>-</td>
<td>2,500,000</td>
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<tr>
<td>212</td>
<td>MWC HOSP AUTH-DISCRETIONARY</td>
<td>9,956,919</td>
<td>(18,698)</td>
<td>10,958,390</td>
<td>2,314,996</td>
<td>(3,335,165)</td>
<td>(1,020,169)</td>
<td>9,936,751</td>
</tr>
<tr>
<td>213</td>
<td>MWC HOSP IN LIEU OF/ROR/MISC</td>
<td>6,674,529</td>
<td>(154,711)</td>
<td>5,783,307</td>
<td>2,433,560</td>
<td>736,513</td>
<td>6,519,820</td>
<td>6,519,820</td>
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<td>TOTAL</td>
<td></td>
<td>274,492,882</td>
<td>(120,744,366)</td>
<td>273,748,518</td>
<td>160,182,838</td>
<td>(130,298,316)</td>
<td>29,884,522</td>
<td>153,748,518</td>
</tr>
</tbody>
</table>
Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: June 25, 2019

Subject: Discussion and consideration of approving and entering into a contract for fiscal year 2019-20 with Gano Coleman, CPA, PLLC, an Oklahoma Tax Commission approved auditor, at the rate of $90 per hour for sales tax audits for one taxing jurisdiction or $70 per hour for sales tax audits for two or more taxing jurisdictions.

The Finance Department is recommending the approval of the contract in order to be able to participate in sales tax audits as they arise.

Christy Barron
Finance Director

Attachment: Gano Coleman Contract
SOLE SOURCE AGREEMENT FOR INDEPENDENT 
AUDIT MANAGEMENT SERVICES 
This Agreement for independent audit management services is made and entered as of the date hereinafter set out by and between The City of Midwest City, a municipal corporation (City), and Gano Coleman, CPA, PLLC, an Oklahoma professional limited liability company domiciled and with its principal place of business at 1409 W Hyde Park Way, Mustang, OK, 73064, and hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, City believes certain transactions may have occurred within its taxing jurisdiction, upon which City has not been paid the taxes imposed under Title 68 of the Oklahoma Statutes and other state and local laws and ordinances;

WHEREAS, Contractor has represented to City that it possesses skill, expertise and experience with respect to the determination of total liability for any taxes, penalties and/or interest which may be owed by taxpayers to City;

WHEREAS, City desires to hire the services of Contractor as a duly authorized agent of the Oklahoma Tax Commission (OTC) to engage in audit activities in an attempt to facilitate collection of tax revenues on behalf of City;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. Terms of agreement

This Agreement will become effective July 1, 2019 and will be in effect until June 30, 2020. The Agreement will be renewable for four (4) additional years, subject to annual appropriations, if agreed to by both parties.

Either party may terminate this Agreement, for its convenience. Agreement may be terminated by delivery of at least 30 days prior written notice, pursuant to the "Notices" paragraph of this Agreement. Upon the effective date of termination, Contractor shall immediately discontinue all work and services affected. Upon termination for any reason by either party, the City shall pay Contractor for all work and services rendered up to the effective date of termination, in accordance with the terms, limits and conditions of this Agreement. Termination herein shall not terminate or suspend any of the required provisions of paragraph "Insurance" of this Agreement.
2. Services

Contractor shall render tax-auditing services to City. Additionally, Contractor will render multi-city coordinated tax auditing services on behalf of City and other participating Oklahoma cities/towns/counties in an attempt to identify taxes, penalties, and/or interest which may be owed from taxpayers to City.

These services shall include, specifically, Contractor's administrative and auditing services as outlined in Section 3 below.

OTC shall fully retain and be responsible for audit review, assessment, and collection of sales and/or use tax, interest, and/or penalty discovered by Contractor. City shall retain and be responsible for audit review, assessment and collection of other local taxes.

City acknowledges that Contractor will incur expenses and assume risk in connection with the performance of its auditing services, due to the amount of time and effort in research, discovery, coordination, setup, travel, field audit, support, and technical support services. Contractor, in rendering its auditing services, may determine a need to retain the services of consultants, professionals, and/or industry experts. City professional staff may be utilized if City so elects. Services of this nature, excluding the employment or subcontracting of field audit personnel on a consultant basis, shall be subject to advance review and written approval by City.

3. Scope of Work

3.1.0 Contractor shall:

3.1.1 Be approved by the OTC and appointed as an agent of the OTC for purposes of the audit.

3.1.2 Perform audit examinations for City based on Oklahoma Statutes, OTC interpretations, OTC policy and auditing standards, local laws and ordinances. The OTC and City shall approve said audit examinations performed on the City's behalf in writing on a case by case basis prior to any Contractor contact with taxpayer for any audit whether originated by City or another City that Contractor has contracted with. In addition, City shall approve said examinations in writing on case by case basis prior to
any Contractor contact for other local taxes. Contractor shall proceed with an audit only upon written authorization from the City Finance Director or designee. Work on any audit may be suspended or terminated by the City upon issuance of a written STOP WORK order sent certified mail to Contractor.

3.1.3 Contractor shall expend no more than five (5) hours on the discovery phase prior to each audit, wherein Contractor shall determine whether there is a potential tax liability due to the City. Contractor shall not extend the discovery phase beyond five (5) hours if said determination indicates liability to the City of less than $450.

3.1.4 Perform audits in a fair and impartial manner in compliance with Oklahoma Statutes, OTC interpretations, OTC policy, auditing standards stipulated by the OTC and/or City, and local laws and ordinances.

3.1.5 Provide City with quarterly progress reports (see Section 3.2.7) and the prepared City audit package (see Section 3.2.3).

3.1.6 Utilize an audit program, which complies with Oklahoma Statutes, OTC regulation and OTC policy. Audit programs of other local taxes will comply with local laws and ordinances.

3.1.7 Promptly document, revise, amend and verify its taxpayer audit package. Respond to reasonable OTC audit review requests on a timely basis.

3.2.0 Manner of Service Provision:

3.2.1 The scope of Contractor work is to:

a. Attest to the taxpayer’s compliance with the various taxing statutes of the State of Oklahoma, the corresponding rules and regulations, and policies of OTC and local laws and ordinances.

b. Determine the tax adjustment amount if taxpayer is not in compliance.

c. Verify, detail and deduct from taxes assessed legally refundable overpayments made directly via tax return to OTC and/or City during the audit period, as allowed by OTC and/or City policy. The Administrator of OTC has final authority on the
interpretation of sales and/or use tax audit adjustments. The Finance Director of City has final authority on interpretation of local tax audit adjustments.

3.2.2 Exit conferences, as needed, will be performed in accordance with OTC and/or City policy.

3.2.3 Prepared City audit package shall include:

a. Computerized exhibit(s) reflecting all adjustments by month as allowed by State Statute, OTC regulation and policy, local laws and ordinances. Additional documentation supporting audits or local laws and ordinances may be required as determined by Finance Director of City as long as documentation is not in violation of OTC policy.

b. An invoice for services rendered indicating the number of hours spent on the audit, the appropriate hourly rate and all reasonable expenses incurred.

3.2.4 Contractor shall maintain any audit files or records relating to a City funded audit for not less than five (5) years from the date of final determination on the audit by the OTC. Contractor shall promptly provide the exhibits, detailed audit schedules, comments, and relevant work papers to the City upon request. City acknowledges the requirements of Section 205 of Title 68 of the Oklahoma Statutes regarding the confidential character of sales and/or use tax records.

3.2.5 Contractor shall (as requested by OTC) provide full support of all audit assessments during the assessment process and/or litigation unless and until this Agreement is terminated by either party.

3.2.6 Contractor shall meet the requirements of any new or amended State statutes, rules, or regulations having an effect upon the conduct or results of the audits.

3.2.7 Contractor shall provide quarterly progress reports on the status of all open audits. An audit will not be considered closed by the City until the receipt of any assessment due and/or the OTC has made a final determination regarding the audit. This report shall include, but not be limited to, the following:
a. Estimated percentage completed and expenses incurred on audits in progress.

b. Audits submitted to and accepted by the OTC pending initial action, including dates submitted and accepted. Total amount assessed as submitted to the OTC.

c. Status of audits accepted by the OTC pending final resolution.

d. Other information as agreed upon by City and Contractor.

3.3.0 City shall be available for consultation with Contractor at a reasonable time and place to be mutually agreed upon for the purpose of discussing matters pertinent to the expeditious performance of work.

3.4.0 City agrees to make every reasonable effort to expedite all aspects of the audit request/approval process.

3.5.0 City agrees to provide Contractor with data, records, and information, which would facilitate identification of delinquent taxpayers.

4. Compensation

In consideration of the auditing services rendered hereunder, Contractor shall be compensated by City as follows.

The per hour billing rates for each auditor of Contractor shall be for each participating taxing jurisdiction as follows:

One taxing jurisdiction $90

Two or more taxing jurisdictions $70

The Contractor agrees not to exceed one hundred fifty (150) hours or a total or $13,500 per audit without expressed written consent of the City to ensure adequate appropriations are available.

Time will be recorded in six-minute intervals (0.1 hours). There shall be no contingency fees. Hourly rates shall be payable by the City to Contractor within 30 days of City’s receipt of Contractor's invoice, regardless of recovery.
Invoices will be sent from Contractor to each City following the completion of each audit and the acceptance of the audit by the OTC and will include hours worked multiplied by the applicable rate, name of party providing services, date services were performed, description of services and field audit number. The prepared City audit package will be sent to City when the OTC audit review approves the audit report and in a continuous nature as work is completed.

Upon pre-approval by the City, Contractor may be reimbursed for other reasonable expenses such as air fare, fees charged by experts, food, lodging, and other expenses due to extenuating circumstances of the audit. Pre-approval must be received in advance before the incurring of the expense and in the form of an e-mail or letter from the City Finance Director or Finance Director designee. A detailed audit expense report will be provided on any reasonable expenses incurred. All expenses shall be in conformance with the City's Travel Policy to be eligible for reimbursement.

When audits are performed on behalf of multiple taxing jurisdictions, approved reasonable audit related expenses shall be prorated according to each jurisdiction's share of the total multi-jurisdictional assessment as calculated at the time the audit is accepted by the OTC. In the event no assessment is determined, approved reasonable audit related expenses will be prorated equally among participating jurisdictions.

5. Negotiated Settlements

Contractor shall be authorized in connection with its services to assist in negotiation of settlements or compromises. Contractor shall have no authority to approve settlements or compromises on OTC's or City's behalf.

6. Conflicts of Interest

Contractor shall not represent or assist taxpayers in matters of taxes which involve City without disclosure to and written approval of City.

7. Confidentiality of Tax Records and Findings of Contractor

Contractor acknowledges the requirements of Section 205 of Title 68 of the Oklahoma Statutes regarding the confidential character of tax records and agrees to abide by these requirements. Contractor acknowledges that tax records are not subject to disclosure or the public records law of the State of Oklahoma, and agrees that it shall not discuss, disclose, or otherwise make available to anyone other than authorized representatives of OTC and City any such information or data. Contractor, acting in its capacity as an agent of the OTC, may disclose confidential information to the City where the information
disclosed specifically and directly relates to the City as provided by Title 68 of the Oklahoma Statutes, Section 205 (c)(7) and (23), and Title 11, Section 22-107.

8. Access to Records

Contractor shall retain supporting records regarding compensation, time and expenses, including prorated calculations thereof, for a period of five (5) years beyond payment of its fees and reimbursement of expenses. Contractor shall promptly provide access to such records during this period upon request by City.


City agrees to expedite its response to requests for audit assignment and to perform all acts reasonable and necessary to compel cooperation by the taxpayer(s) in regard to audits of other local taxes. Once authorized, City agrees that Contractor shall have full authority and power, to contact taxpayers for the purpose of auditing all relevant records and documentation. Such authority and power shall be supported by City and shall not be withdrawn until each case has been concluded or until either party terminates this contract or all funds encumbered by the City for this contract have been spent.

City acknowledges that Contractor performs its services for a number of other taxing jurisdictions, and that Contractor will be obtaining information from taxpayers in connection with simultaneous audits for more than one taxing jurisdiction.

10. Inspection and Audit

The City shall have the right to inspect and audit the documents and procedures of Contractor concerning services herein.

11. Administration

This Agreement shall be administered by the Finance Department of the City or as otherwise designated by City Council by resolution or amendment hereto.

12. Effect

Contractor and City represent that this Agreement supersedes all proposals, oral or written, all previous contracts, agreements, negotiations, and all other communications between such parties with respect to the subject matter hereof.
13. **Non-Discrimination**

Contractor agrees to sign the attached Certificate of Non-Discrimination.

14. **Indemnification**

To the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and save harmless the City and its officers, agents, and employees from and against any and all loss of or damage to tangible property, or bodily injury to or death of any person or persons and or all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, including, without limitation, Workers’ Compensation claims of or by anyone whomever, in any way resulting from or arising out of Contractor’s negligent acts, negligent operations, errors and/or omissions under or in connection with this Agreement. Contractor shall promptly advise the City, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of the Agreement. Provided, however, Contractor need not release, defend, indemnify or save harmless the City, or their officers, agents, and employees, from damages or injuries resulting from the negligence, operations, errors and/or omissions of the City, their officers, agents, or employees. The City and the Contractor agree that each party is responsible for its own intentionally wrongful acts or negligence, provided that the City is not liable for its own wrongful or negligent acts beyond that allowed under the Oklahoma Governmental Tort Claims Act as codified in 51 O.S. 2011 153. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions of this Agreement.

15. **Insurance Requirements**

Prior to approval of this contract, the Contractor shall obtain insurance coverage as provided below. The Contractor must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certificates of insurance evidencing all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating
trusts. The required insurance coverage and policies shall be performable in Midwest City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Agreement under any other provision of this Agreement, including but not limited to any indemnification provision.

A. **Deductibles**: All deductibles must be approved by the City, and upon request, the Contractor shall provide a bond guaranteeing Contractor's payment of all deductibles. Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Contractor's self-insured retention.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

1. **Worker's Compensation and Employer's Liability Insurance.** The Contractor asserts the Contractor is a single member Professional Limited Liability Company who has no employees, and as such is not subject to the provisions of the Administrative Worker's Compensation Act, pursuant to the definitions found under Title 85A, Chapter 1, Section 2, 18. b. (7).

2. **Commercial General Liability.** The contractor shall provide and maintain commercial general liability insurance of not less than $1,000,000 combined single limit per occurrence and $2,000,000 general annual aggregate, including damages because of bodily injury and property damage, contractual liability, products and completed operations liability and personal and advertising injury.

3. **Professional Liability Insurance.** The Contractor shall provide and maintain professional liability insurance evidencing Contractor's coverage in an amount not less than $175,000.

B. **Certificates**: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent or her/his designee prior to execution of this contract and are
attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s).

C. **Cancellation:** There may be no termination or non-renewal of such insurance coverage by Contractor without obtaining other insurance meeting the requirements in Section 15, or reduction in coverage below the required minimums of such insurance coverage by Contractor.

The Contractor authorizes the City and its participating trusts to confirm all information so furnished as to the Contractor's compliance with its bonds and insurance requirements with the Contractor's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the Contractor shall repay and reimburse such damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit below the applicable minimum limits required herein, the Contractor shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Contractor hereby agrees to promptly authorize and request delivery to the City and its participating trusts such statement.

D. **Duration of Coverage:** All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.
16. **Laws**

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

17. **Venue of Actions**

The parties agree that if any legal action is brought pursuant to this contract, such action shall be instituted in the District Court of Oklahoma County.

18. **Notices**

Notices to the City shall be in writing, personally served or sent by registered mail to the:

- **Finance Director**
  - The City of Midwest City
  - 100 N Midwest Boulevard
  - Midwest City, OK 73110

or to such other official address as the City may from time to time specify in writing.

Notice to Contractor shall be in writing, personally served or sent by registered mail to:

- **Contractor's address:**
  - Gano Coleman, CPA, PLLC
  - 1409 W Hyde Park Way,
  - Mustang, OK, 73064

or to such other official address as Contractor may from time to time specify in writing.

19. **Complete Agreement**

This agreement and attached exhibits express the entire understanding and complete agreement of the City and Contractor concerning the subject matter hereof and all agreements of the City and Contractor with each other, and neither the City nor Contractor has made or shall be bound by any agreement or any representation of the other concerning the subject matter hereof which is not set forth in this agreement.
20. No Waiver or Modification

No waiver or modification of this contract or any covenant, condition, or limitation herein contained shall be valid unless by written amendment duly executed by the Parties, and no evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the Parties hereto arising out of or affecting this contract, or the rights or obligations of the Parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the Parties further agree that the provisions of this section may not be waived except as herein set forth.

21. Assignment

Neither this Contract nor any claims relating to it may be assigned, sublet or transferred by a party hereto to any party not affiliated with it except in connection with the sale or transfer of substantially all of its assets unless approved in writing by the other party.

IN WITNESS WHEREOF, the Agreement for independent audit management services is executed by the parties this day of _______________ 20_.

THE CITY OF MIDWEST CITY

____________________________________________
MAYOR

ATTEST (Seal)

____________________________________________
City Clerk

Gano Coleman, CPA, Pllc

Owner

REVIEWED for form and legality:

____________________________________________
City Municipal Attorney
TO: Honorable Mayor and City Council
FROM: Christy Barron, Finance Director
DATE: June 25, 2019
SUBJECT: Discussion and consideration of passing and approving a resolution to update a list of eligible broker/dealers for use by the City Treasurer to purchase pooled cash investments in accordance with the City’s approved investment policy (Finance – C. Barron)

At the March 12, 2019 council meeting, the following brokers were approved for use by the City Treasurer in making pooled cash investments:

**Broker Name** | **Broker Firm**
--- | ---
Luke Donenfeld | First Empire
Paul Sullivan, Chris Sullivan & Lorraine Welch | Oppenheimer
Bill Nowlin & Christy Bolling | Raymond James
Stephen Brown | Bank of Oklahoma Financial Securities

First Empire Securities has since been purchased by Stifel, Nicolaus & Company. In keeping with Government Finance Officers Association best practices, the following items were reviewed related to Stifel, Nicolaus & Company:

- Verification that Stifel, Nicolaus & Company meets SEC Net Capital Rules.

Based on this information, staff recommends updating the list of approved broker/dealers.

Christy Barron
City Treasurer/Finance Director

Attachment: Resolution
RESOLUTION NO. 2019-______

A RESOLUTION UPDATING A LIST OF ELIGIBLE BROKER/DEALERS FOR USE BY CITY TREASURER TO PURCHASE POOLED CASH INVESTMENTS IN ACCORDANCE WITH THE CITY’S APPROVED INVESTMENT POLICY.

WHEREAS, 62 O.S. § 348.1 provides that the City Treasurer, when authorized by the appropriate governing body by resolution, can invest monies in the custody of the treasurer in the manner specified in state statutes.

WHEREAS, Resolution 2006-31, approved by Council on October 10, 2006, recognized the necessity to improve procedures by investing available funds to earn additional revenue and granted the duly-appointed treasurer authority to invest and reinvest available surplus funds on a continuing basis.

WHEREAS, Resolution 2019-05, approved by Council on March 12, 2019, established a list of eligible broker/dealers for use by the City Treasurer to purchase pooled cash investments in accordance with the City’s approved investment policy.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Midwest City, Oklahoma, that the broker firm for eligible/broker dealer Luke Donenfeld will be amended as follows:

<table>
<thead>
<tr>
<th>Broker Name</th>
<th>Old Broker Firm</th>
<th>New Broker Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Luke Donenfeld</td>
<td>First Empire</td>
<td>Stifel, Nicolaus &amp; Company</td>
</tr>
</tbody>
</table>

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this 25th day of June, 2019.

CITY OF MIDWEST CITY, OKLAHOMA

_______________________________________  
MATT DUKEES, MAYOR

ATTEST:

_______________________________________  
SARA HANCOCK, City Clerk

APPROVED as to form and legality this 25th day of June, 2019.

_______________________________________  
HEATHER POOLE, City Attorney
Memorandum

TO: Honorable Mayor and Council

FROM: Catherine Wilson, Human Resources Director

DATE: June 25, 2019

RE: Discussion and consideration of accepting the monthly report on the City of Midwest City Employees’ Health Benefits Plan and action as deemed necessary by the Council to maintain the plan.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees’ Health Benefits Plan for the month of May 2019 which is the eleventh (11) period of the FY 2018/2019.

This is a staff update

Catherine Wilson, Human Resources Director
### FISCAL YEAR 2017-2018

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<th>PLAN INCOME</th>
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<th>Aug -18</th>
<th>Sep -17**</th>
<th>Oct -17</th>
<th>Nov -17</th>
<th>Dec -17</th>
<th>Jan -18</th>
<th>Feb -19</th>
<th>Mar -19</th>
<th>Apr -19</th>
<th>May -19</th>
<th>Jun -19</th>
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<td>875,718</td>
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<td>583,812</td>
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<td>583,812</td>
<td>583,812</td>
<td>875,718</td>
<td>583,812</td>
<td>583,812</td>
<td>583,812</td>
</tr>
<tr>
<td>Actual (MTD)</td>
<td>549,884</td>
<td>518,809</td>
<td>762,314</td>
<td>573,591</td>
<td>584,948</td>
<td>639,389</td>
<td>575,734</td>
<td>780,330</td>
<td>582,690</td>
<td>593,056</td>
<td>585,557</td>
<td></td>
</tr>
<tr>
<td>Budgeted (YTD)</td>
<td>583,812</td>
<td>1,167,624</td>
<td>2,043,342</td>
<td>2,627,154</td>
<td>3,210,966</td>
<td>3,794,778</td>
<td>4,378,590</td>
<td>4,962,402</td>
<td>5,838,120</td>
<td>6,421,932</td>
<td>7,005,744</td>
<td>7,589,556</td>
</tr>
<tr>
<td>Actual (YTD)</td>
<td>549,884</td>
<td>1,131,693</td>
<td>1,894,007</td>
<td>2,467,516</td>
<td>3,043,107</td>
<td>3,628,055</td>
<td>4,267,444</td>
<td>4,843,178</td>
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<table>
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<tr>
<th>PLAN CLAIMS/ADMIN COSTS</th>
<th><strong>Jul -17</strong></th>
<th>Aug -17</th>
<th>Sep -17**</th>
<th>Oct -17</th>
<th>Nov -17</th>
<th>Dec -17</th>
<th>Jan -18</th>
<th>Feb -18</th>
<th>Mar -18</th>
<th>Apr -18</th>
<th>May -18</th>
<th>Jun -18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted (MTD)</td>
<td>583,489</td>
<td>583,489</td>
<td>875,235</td>
<td>583,489</td>
<td>583,489</td>
<td>583,489</td>
<td>583,489</td>
<td>583,489</td>
<td>875,235</td>
<td>583,489</td>
<td>583,489</td>
<td>583,489</td>
</tr>
<tr>
<td>Actual (MTD)</td>
<td>570,148</td>
<td>531,432</td>
<td>564,182</td>
<td>535,313</td>
<td>709,157</td>
<td>594,992</td>
<td>427,810</td>
<td>594,358</td>
<td>566,711</td>
<td>655,998</td>
<td>551,006</td>
<td></td>
</tr>
<tr>
<td>Budgeted (YTD)</td>
<td>583,489</td>
<td>1,166,978</td>
<td>1,731,769</td>
<td>2,295,951</td>
<td>2,831,264</td>
<td>3,540,421</td>
<td>4,135,413</td>
<td>4,563,223</td>
<td>5,157,581</td>
<td>5,724,292</td>
<td>6,380,290</td>
<td>6,931,296</td>
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<tr>
<td>Actual (YTD)</td>
<td>570,148</td>
<td>1,101,580</td>
<td>1,666,371</td>
<td>2,230,553</td>
<td>2,765,866</td>
<td>3,475,023</td>
<td>4,070,015</td>
<td>4,497,825</td>
<td>5,092,183</td>
<td>5,658,894</td>
<td>6,314,892</td>
<td>6,825,898</td>
</tr>
</tbody>
</table>

### EXCESS INCOME vs. EXPENDITURES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted (MTD)</td>
<td>323</td>
<td>323</td>
<td>483</td>
<td>323</td>
<td>323</td>
<td>323</td>
<td>483</td>
<td>323</td>
<td>323</td>
<td>323</td>
<td>323</td>
</tr>
<tr>
<td>Actual (MTD)</td>
<td>-20,264</td>
<td>30,113</td>
<td>227,636</td>
<td>236,963</td>
<td>277,241</td>
<td>153,032</td>
<td>197,429</td>
<td>345,353</td>
<td>531,325</td>
<td>547,304</td>
<td>484,362</td>
</tr>
</tbody>
</table>

SEPT. AND MARCH HAVE 3 PAYROLLS

**Had five Mondays with reported medical claims paid**
Memorandum

Date: June 25, 2019
To: Honorable Mayor and Council
From: Catherine Wilson, HR Director

Re: Discussion and consideration of approving recommendations from the Deferred Compensation Advisory Committee (DCAC) to remove underperforming funds from the 457 Deferred Compensation Plan and replace them with higher performing funds that will give the participants greater returns on their investments; and approving the amendment of the annual asset charge being reduced to 0.26%.

The Deferred Compensation Committee has reviewed the 457 Defer Compensation Plan offerings and has been monitoring low performing Funds within the 457 Plan that have not improved over time; therefore, the DCAC committee is recommending the following changes be made with an effective date of August 1, 2019.

1) Account 62340 Fund Amendment: This describes the following fund changes:
   A) Replace the JP Morgan SmartRetirement Target Date Funds with the MassMutual Select T. Rowe Price Target Date Funds and map the balances over. Use the 5 year increments for each fund for the employees availability based on their date of birth and the year they would reach a retirement age of 65 (for example 2025, 2030, 2035, 2040, 2045, 2050, 2055, 2060).
   B) Replace and Map the Hartford Capital Appreciation Fund and the Growth Fund of America into the new fund MassMutual Select Blue Chip Growth (Ticker Symbol MBCZX).
   C) Replace and map the Carillon Eagle Small Cap Growth and the Hartford Small Company fund into the new fund MassMutual Select Small Cap Growth Equity (Ticker Symbol MSGZX).
   D) Replace and map the Hartford International Opportunities Fund to the MFS Int’l New Discovery Fund as Envestnet will be approving the R6 share class of this fund soon.

2) Account 62340_1 SA Amendment: This shows that the annual asset charge will be reduced to 0.26%.

All Deferred Compensation Plan participants will receive a thirty (30) day notice in the mail providing all pertinent information about these changes and providing instructions to the participant about how to move their investments.

Staff recommends approval.

Catherine Wilson, HR Director

www.midwestcityok.org
EXHIBIT C: PLAN INVESTMENT CHANGES
INVESTMENT FUND CHANGE REQUEST FORM (ADD/DELETE)
(Government Plans)

Pursuant to the direction of the Plan Sponsor, effective August 1, 2019 (the “Requested Effective Date”), the following Investment Funds will be added and/or deleted as Plan Investment options under the Plan indicated below. The following shall be available in addition to the current services described in the Agreement. All services provided in the Administrative Services Agreement between the Plan Sponsor and MassMutual (the “Agreement”) shall continue to remain in full force and effect upon the addition of the services described herein.

**Contract Name:** City of Midwest City  
**Plan #:** All plans  
**Subscriber #:** All subscribers

### Plan Investment Options:

The following investment option(s) will be added:

<table>
<thead>
<tr>
<th>Investment Option Name</th>
<th>Ticker</th>
<th>CUSIP Number</th>
<th>Requested Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MM Select T.Rowe Price Rmt 2005 Fd(MF-4144)</td>
<td>MMFBX</td>
<td>57630G631</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2010 Fd(MF-4146)</td>
<td>MMXBX</td>
<td>57630G581</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2015 Fd(MF-4152)</td>
<td>MMFX</td>
<td>57630G540</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2020 Fd(MF-4156)</td>
<td>MMTXV</td>
<td>57630G490</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2025 Fd(MF-4160)</td>
<td>MMTFX</td>
<td>57630G458</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2030 Fd(MF-4164)</td>
<td>MMTRX</td>
<td>57630G417</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2035 Fd(MF-4168)</td>
<td>MMTJX</td>
<td>57630G367</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2040 Fd(MF-4172)</td>
<td>MMFOX</td>
<td>57630G326</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2045 Fd(MF-4176)</td>
<td>MMFTX</td>
<td>57630G276</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2050 Fd(MF-4180)</td>
<td>MMDDX</td>
<td>57630G235</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2055 Fd(MF-4184)</td>
<td>MMJX</td>
<td>57630G185</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>MM Select T.Rowe Price Rmt 2060 Fd(MF-4188)</td>
<td>MMSKX</td>
<td>57630G144</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>Select TRP/LS Blue Chip Growth Fund(MF-CXK)</td>
<td>MBCZX</td>
<td>57630E976</td>
<td>8/2/2019</td>
</tr>
<tr>
<td>Select WellingtonOFI Sm Cp Gr Fd (MF-IA)</td>
<td>MSGZX</td>
<td>57630A564</td>
<td>8/2/2019</td>
</tr>
</tbody>
</table>

The following investment option(s) will be closed:

<table>
<thead>
<tr>
<th>Investment Option Name</th>
<th>Ticker</th>
<th>CUSIP Number</th>
<th>Requested Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Funds Grth Fund of America(MF-922)</td>
<td>RGACX</td>
<td>399674817</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>Calvert Eagle Small Cap Growth Fd (MF-1770)</td>
<td>HSRUX</td>
<td>142141432</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>Hartford Capital Appreciation Fund(MF-JCF)</td>
<td>ITHVX</td>
<td>41664R317</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>Hartford International Opp Fd (MF-2969)</td>
<td>IHOVX</td>
<td>41664R275</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>Hartford Small Company Fund (MF-3177)</td>
<td>IHSUX</td>
<td>41664L104</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2020 Fd(MF-2880)</td>
<td>JTTYX</td>
<td>46641U796</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2025 Fd(MF-2881)</td>
<td>JNSYX</td>
<td>46641U788</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2030 Fd(MF-2882)</td>
<td>JSMYX</td>
<td>46641U770</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2035 Fd(MF-2883)</td>
<td>SRYX</td>
<td>46641U762</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2040 Fd(MF-2884)</td>
<td>SMXY</td>
<td>46641U754</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2045 Fd(MF-2885)</td>
<td>JSAYX</td>
<td>46641U747</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2050 Fd(MF-2886)</td>
<td>JTSYX</td>
<td>46641U749</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2055 Fd(MF-2887)</td>
<td>JFFYX</td>
<td>46641U721</td>
<td>8/1/2019</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement Incm Fd(MF-2888)</td>
<td>JSYX</td>
<td>46641U713</td>
<td>8/1/2019</td>
</tr>
</tbody>
</table>

There are a number of disclosure requirements that may arise in the context of a change to a plan’s investment options. If you desire MassMutual’s assistance in satisfying these disclosure requirements, then MassMutual must receive an executed copy of this Investment Fund Change Request Form at least forty business days prior to the effective date of the change. If you do not require MassMutual’s assistance in complying with any disclosure requirements, then MassMutual must receive an executed copy of this amendment at least five business days prior to the effective date of the change. MassMutual cannot assure timely delivery of any disclosure documents or implementation of the change if the executed amendment is not received within these time frames.

**Add:** This option will open the selected investment option for account balance transfers and investment selection percentages.

**Close:** This option will close the selected investment option to all investments. Existing account balances and investment selection percentages will be mapped according to the instructions in the Investment Option and Investment Election Mapping section.
Requested Effective Date: This is the date you want the selected investment option(s) to be added, closed, frozen, or rebalanced and the investment option(s) availability to be reflected on the participant internet website or the toll free voice response unit.

Non-Discrimination Requirements: The investment funds available under the plan will be available in uniform and nondiscriminatory manner. If you would like to receive more information, you may obtain such information by calling your MassMutual representative.

Administration of Assets held in the Plan’s Current Default Investment Options

Investment of Future Contributions: With respect to Plan participants and beneficiaries (hereinafter "Participants") for whom MassMutual does not currently have or receive an affirmative investment election for new contributions, the Plan Sponsor hereby directs MassMutual to invest all new employer and Participant contributions as soon as administratively feasible beginning on or after the Effective Date, into the New Participant Default Investment Option.

The effective date of all new default options is: August 1, 2019

Participant Defaults
With respect to assets invested in the Plan’s Current Participant Default Investment Option prior to the Effective date or transferred to MassMutual from the Plan’s prior recordkeeper, the Plan Sponsor hereby directs MassMutual as follows:

<table>
<thead>
<tr>
<th>Current Participant Default Investment Option</th>
<th>New Participant Default Investment Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>JP Morgan SmartRetirement Target Date Series – Current Share Class R6</td>
<td>Select T. Rowe Price Target Date Series – New Share Class I</td>
</tr>
</tbody>
</table>

If MassMutual isn’t otherwise provided with investment direction with respect to a participant’s account, either from the Plan Sponsor or the participant, the Plan Sponsor directs MassMutual to invest all amounts contributed on the participant’s behalf, in the target date series shown above. The Plan Sponsor directs MassMutual to invest participants’ contributions based on the participant dates of birth according to the recommended date ranges provided to MassMutual from time to time by the fund manager.

Secondary Default Investment Option
Contributions will be invested in the Guaranteed Interest Account(GIA) investment if MassMutual is not provided with the participant’s date of birth prior to initial investment.

Transfer Participant account balances invested in the primary Current Participant Default Investment Option to the investment option listed in the “Investment Option and Investment Election Mapping” section of this Plan Investment change.

Except as otherwise specifically agreed in writing by MassMutual, the Plan Sponsor is solely responsible for providing Participants with all legally required notices and information, if any, with respect to the default investments and the option selected above.

Investment Option and Investment Election Mapping:

- MassMutual is authorized to:
  - Establish Participant Investment Percentages based on the mapping below,
  - Invest Plan assets transferred from the selected investment option to the selected investment option as indicated below:

<table>
<thead>
<tr>
<th>Current Investment Option (From)</th>
<th>New Investment Option (To)</th>
<th>Frozen Investment Percentage Only</th>
<th>Close Investment Percentages &amp; Map Balances</th>
<th>Investment Selection Option Percent</th>
<th>Effective Date</th>
<th>Transfer of ISPs</th>
</tr>
</thead>
<tbody>
<tr>
<td>JP Morgan SmartRetirement 2020 Fund(MF-2880)</td>
<td>MM Select T. Rowe Price Rmt 2020 Fd(MF-4156)</td>
<td>☐ ☑</td>
<td>☑ ☐</td>
<td>100.00%</td>
<td>August 1, 2019</td>
<td>☑</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2025 Fund(MF-2881)</td>
<td>MM Select T. Rowe Price Rmt 2025 Fd(MF-4160)</td>
<td>☐ ☑</td>
<td>☑ ☐</td>
<td>100.30%</td>
<td>August 1, 2019</td>
<td>☑</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2030 Fund(MF-2882)</td>
<td>MM Select T. Rowe Price Rmt 2030 Fd(MF-4164)</td>
<td>☐ ☑</td>
<td>☑ ☐</td>
<td>100.30%</td>
<td>August 1, 2019</td>
<td>☑</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2035 Fund(MF-2883)</td>
<td>MM Select T. Rowe Price Rmt 2035 Fd(MF-4168)</td>
<td>☐ ☑</td>
<td>☑ ☐</td>
<td>100.30%</td>
<td>August 1, 2019</td>
<td>☑</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2040 Fund(MF-2884)</td>
<td>MM Select T. Rowe Price Rmt 2040 Fd(MF-4172)</td>
<td>☐ ☑</td>
<td>☑ ☐</td>
<td>100.30%</td>
<td>August 1, 2019</td>
<td>☑</td>
</tr>
<tr>
<td>Plan Sponsor</td>
<td>Fund</td>
<td>Investment</td>
<td>Percentage</td>
<td>Date</td>
<td>Action</td>
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</tr>
<tr>
<td>-------------</td>
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<td>------------</td>
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<td></td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2045 Fund (MF-2886)</td>
<td>MM Select T Rowe Price Rdmt 2045 Fd (MF-4176)</td>
<td>☐</td>
<td>☉</td>
<td>100.00%</td>
<td>August 1, 2019</td>
<td>☉</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2050 Fund (MF-2886)</td>
<td>MM Select T Rowe Price Rdmt 2050 Fd (MF-4180)</td>
<td>☐</td>
<td>☉</td>
<td>100.00%</td>
<td>August 1, 2019</td>
<td>☉</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement 2055 Fund (MF-2887)</td>
<td>MM Select T Rowe Price Rdmt 2055 Fd (MF-4184)</td>
<td>☐</td>
<td>☉</td>
<td>100.00%</td>
<td>August 1, 2019</td>
<td>☉</td>
</tr>
<tr>
<td>JP Morgan SmartRetirement Incm Fund (MF-2888)</td>
<td>MM Select T Rowe Price Rdmt 2005 Fd (MF-4144)</td>
<td>☐</td>
<td>☉</td>
<td>100.00%</td>
<td>August 1, 2019</td>
<td>☉</td>
</tr>
<tr>
<td>Hartford International Opp Fd (MF-2969)</td>
<td>MFS Intl New Discovery Fund (MF-1937)</td>
<td>☐</td>
<td>☉</td>
<td>100.00%</td>
<td>August 1, 2019</td>
<td>☉</td>
</tr>
<tr>
<td>Hartford Capital Appreciation Fund (MF-JCF)</td>
<td>Select TRP/LS Blue Chip Growth Fd (MF-CKD)</td>
<td>☐</td>
<td>☉</td>
<td>100.00%</td>
<td>August 1, 2019</td>
<td>☉</td>
</tr>
<tr>
<td>American Funds Growth Fund of America (MF-922)</td>
<td>Select TRPM/LS Blue Chip Growth Fund (MF-CKD)</td>
<td>☐</td>
<td>☉</td>
<td>100.00%</td>
<td>August 1, 2019</td>
<td>☉</td>
</tr>
<tr>
<td>Hartford Small Company Fund (MF-3177)</td>
<td>Select Wellington/OFI Sm Cp Gr Fd (MF-IA)</td>
<td>☐</td>
<td>☉</td>
<td>100.00%</td>
<td>August 1, 2019</td>
<td>☉</td>
</tr>
<tr>
<td>Carlion Eagle Small Cap Growth Fd (MF-1770)</td>
<td>Select Wellington/OFI Sm Cp Sr Fd (MF-IA)</td>
<td>☐</td>
<td>☉</td>
<td>100.00%</td>
<td>August 1, 2019</td>
<td>☉</td>
</tr>
</tbody>
</table>

Upon the execution of this Form by its authorized designee below, the Plan Sponsor is formally directing that MassMutual make the above referenced changes to the Investment Options offered under the Plan effective as of the Requested Effective Date, which changes to the investment options will be reflected in Exhibit C of the Agreement.

Legal Name of Plan Sponsor: City of Midwest City

Contract Number: 062340 contract number only (no plan or subscriber)

Signature __________________________________________ Date __________________________

ATTEST: __________________________

CITY CLERK, Sara Hancock Date __________________________

APPROVED as to form and legality this ____ day of ________, 2019.

______________________________
CITY ATTORNEY, Heather Poole
EXHIBIT D: FEES

Effective August 1, 2019 the following constitutes an amendment to the Administrative Services Agreement ("Agreement") between the Plan Sponsor and MassMutual. The following services shall be available in lieu of the current services described in the Agreement. All services in the Agreement shall continue to remain in full force and effect upon the changes to the services described herein.

Description of Amendment: Asset Charge Reduction:

Annual Asset Charge: An asset charge at an effective annual rate of 0.26% will be applied to all assets of the Plan as described in Exhibit C Plan Investments, provided that no charge will be applied to assets, if any, invested in a Self-Directed Brokerage Account, an Employer Stock Account or a third-party component of a stable value blend investment option.

The above charges are paid by the Participant.

Expense Disclosure:

Except as otherwise provided in the Agreement, expenses will be determined and billed or deducted monthly, as applicable as of a date determined by MassMutual.

SIGNATURE(S):

In Witness Whereof: MassMutual and the Plan Sponsor have caused this Agreement to be executed by their duly appointed officer or representative effective as of the date executed by both parties.

For Massachusetts Mutual Life Insurance Company:

Tina Wilson, Senior Vice President

June 13, 2019

Date

Legal Name of Plan Sponsor: City of Midwest City

Contract Number: 062340-0001-0000

For the Plan Sponsor:

Signature

Date

Printed Name and Title

ATTEST:

CITY CLERK, Sara Hancock

Date

APPROVED as to form and legality this ____ day of ______, 2019.

CITY ATTORNEY, Heather Poole
INVESTMENT CHANGES TO CITY OF MIDWEST CITY DEFERRED COMPENSATION PLAN

Effective date for changes to your plan – August 1, 2019

Effective August 1, 2019 the new investment option(s) listed below are being added to the plan and effective August 1, 2019 certain investment options in the plan will be discontinued and transferred as displayed below. If you have monies invested in options that are being discontinued and you do not want to have your account invested in the replacement options, you can transfer your account to one of the Plan's other investment options before the effective date of the change. To change your investment options for future contributions, or transfer existing balances between investment options log on to the participant website at www.retiresmart.com or call 1-800-743-5274.

INVESTMENT OPTIONS

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Average Annual Total Return as of 5/31/2019</th>
<th>Benchmark</th>
<th>Name of Benchmark</th>
<th>Gross Total Annual Operating Expenses</th>
<th>Net Total Annual Operating Expenses**</th>
<th>Investment Close/ Open/ Freeze Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1Year 5Year 10Year or *Since Fund Inception if less than 10 Years</td>
<td>1Year 5Year 10Year or *Since Fund Inception if less than 10 Years</td>
<td>As a %</td>
<td>Per $1000</td>
<td>As a %</td>
<td>Per $1000</td>
</tr>
<tr>
<td>Hartford Capital Appreciation Fund (MF-JGF) <a href="http://www.MassMutual.com/FF/jhny.PDF">www.MassMutual.com/FF/jhny.PDF</a></td>
<td>14.13% 9.89% 13.29% 12.68% 11.20% 15.30%</td>
<td>Russell 3000 Index</td>
<td>0.71%</td>
<td>$7.10</td>
<td>0.71%</td>
<td>$7.10</td>
</tr>
<tr>
<td>American Funds Grth Fund of America (MF-922) <a href="http://www.MassMutual.com/FF/jhny.PDF">www.MassMutual.com/FF/jhny.PDF</a></td>
<td>10.19% 12.95% 14.78% 17.45% 14.52% 16.96%</td>
<td>Russell 1000® Growth Index</td>
<td>0.33%</td>
<td>$3.30</td>
<td>0.33%</td>
<td>$3.30</td>
</tr>
<tr>
<td>Carrillon Eagle Small Cap Growth Fd (MF-1770) <a href="http://www.MassMutual.com/FF/jhny.PDF">www.MassMutual.com/FF/jhny.PDF</a></td>
<td>8.44% 10.59% 12.41% 6.93% 10.22% 15.24%</td>
<td>Russell 2000® Growth Index</td>
<td>0.65%</td>
<td>$6.50</td>
<td>0.65%</td>
<td>$6.50</td>
</tr>
<tr>
<td>Hartford Small Company Fund (MF-3177) <a href="http://www.MassMutual.com/FF/jhny.PDF">www.MassMutual.com/FF/jhny.PDF</a></td>
<td>17.81% 9.80% 14.60% 6.93% 10.22% 15.24%</td>
<td>Russell 2000® Growth Index</td>
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<td>Hartford International Opp Fd (MF-2989) <a href="http://www.MassMutual.com/FF/jhny.PDF">www.MassMutual.com/FF/jhny.PDF</a></td>
<td>-4.19% - 5.14% -3.22% 2.63% 7.75%</td>
<td>MSCI AC World ex-USA</td>
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<td>4.23% 7.03% 4.03% 4.85% 4.00% 6.14%</td>
<td>S&amp;P Target Date Ret Inc TR</td>
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*Exp 4/01/2021*
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<td>JP Morgan SmartRetirement 2355 Fund (MF-2883)</td>
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<td>MM Select T.Rowe Price Rmt 2045 Fd (MF-4176)</td>
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<td>JP Morgan SmartRetirement 2055 Fund (MF-2887)</td>
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<td>Hartford International Opp Fd (MF-2969)</td>
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<td>Hartford Capital Appreciation Fund (MF-JGF)</td>
<td>Select TRPLS Blue Chip Growth Fund (MF-CKD)</td>
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<td>Select Wellington/OFI Sm Cp Gr Fd (MF-IA)</td>
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<td>Select Wellington/OFI Sm Cp Gr Fd (MF-IA)</td>
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If you would like to change your investment percentages or are not currently participating in the plan and wish to enroll*, please visit the participant website at www.retiresmart.com or call 1-800-743-5274 for information or assistance. If your plan requires paper forms, please contact your Benefits Department to obtain the correct forms. If you do not wish to enroll at this time, you may disregard this change notice.

**EXPENSES**

See how your expenses are changing – Effective August 1, 2019 Administrative Expenses - Annual Asset Charge:

The current asset charge is: 0.30%

The new asset charge is: 0.26%

**Pro Rate Fees**

Plan administration fees/expenses that may be charged pro rata include, but are not limited to, fees/expenses for legal, accounting, audit, compliance, intermediary/advisor, investment, recordkeeping, and trustee services (collectively "Plan Administration Fees").

**Per Capita Fees**

*The benchmark since inception return is calculated from the month-end of the investment's inception.*

**The Net Total Annual Operating Expenses include any investment expense waivers/reimbursement arrangements documented in the investment's prospectus and may be lower than the Gross Total Annual Operating Expenses due to the indicated expense waivers or reimbursements, which may be subject to expiration. Additional information regarding investment expense waivers specific to each investment is included in this document, if available, including whether the waiver is contractual or voluntary and its date of expiration. All available information about investment expense waivers is current and complete as of the date of this report. If information regarding the waivers is incomplete, it is because our third-party data provider was unable to make the information available. For some investments, the Net Total Annual Operating Expense ratio figure reflects the subtraction of interest expense, which results from an investment's use of certain other investments. This expense is required to be treated as an investment expense for accounting purposes, but is not payable to the investment adviser or subadvisor (if applicable). For more information, please see the investment profile or the prospectus that corresponds to the investment, which are both available from MassMutual. Contact the MassMutual Participant Information Center at 1-888-660-7243.
Plan administration fees/expenses that may be charged on a per capita basis are fees/expenses for recordkeeping services.

Looking for additional information?
In light of these changes, this may be a good time to review your investments. MassMutual offers retirement planning educational tools and information to help you make investment decisions and manage your retirement savings. Visit our participant website at www.retiresmart.com to find the information you need. You may also call our automated phone line at 1-800-743-5274 to access account information anytime. Customer Service Representatives are available via the automated phone line, Monday-Friday 8 a.m. to 8 p.m. ET to answer your questions and guide you through transactions.

*Receipt of this communication does not imply eligibility for participation in the plan. For questions regarding eligibility, please contact your plan's sponsor.

This notice describes changes being made by your plan sponsor to the Plan's investment options. As a result, these changes will alter how your account is invested after the effective date of the change. The new investment options that were selected to replace the existing investment options have characteristics, including level of risk and rate of return, that are reasonably similar to the characteristics of the existing investment options. With information previously or concurrently provided to you regarding the plan's existing and new investment options, you may consider whether you want to have the existing investments in your account automatically transferred to the new investment options. If you do not want to invest in the comparable new investment options, then you can make changes to the investment of your account prior to the transition as described in this notice. If you have previously exercised discretion over the investment of your account and you do not provide affirmative investment instructions contrary to the change prior to the effective date of the change, you will be treated as having affirmatively elected to invest your account in the new investment options. Please consider an investment option's objectives, risks, fees and expenses carefully before investing. This and other information about the investment option can be found in the applicable prospectuses or summary prospectuses, if any, or fact sheets for the investment options listed, which are available from your plan sponsor, the participant web site at www.retiresmart.com, or by contacting our Participant Information Center at 1-800-743-5274 between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. Please read them carefully before investing. | RISK DISCLOSURES FOR CERTAIN ASSET CATEGORIES – PLEASE NOTE THAT YOUR PLAN MAY NOT OFFER ALL OF THE INVESTMENT OPTIONS DISCUSSED BELOW. | If a retirement plan fully or partially terminates its investment in the Guaranteed Interest Account (GIA), SF Guaranteed, Fixed Interest Account or SAGIC investment options, the plan receives the liquidation value of its investment, which may be more or less than the book value of its investment. As a result of this adjustment, a participant's account balance may be either increased or decreased if the plan fully or partially terminates the contract with MassMutual. | Money market investments are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although these investments seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in a money market option. | Risks of investing in inflation-protected bond investments include credit risk and interest rate risk. Neither the bond investment nor its yield is guaranteed by the U.S. Government. | High yield bond investments are generally subject to greater market fluctuations and risk of loss of income and principal than lower yielding debt securities investments. | Investment option(s) that track a benchmark index are professionally managed investments. However, the benchmark index itself is unmanaged and does not incur fees or expenses and cannot be purchased directly for investment. | Investments in companies with small or mid-market capitalization ("small caps" or "mid caps") may be subject to special risks given their characteristic narrow markets, limited financial resources, and less liquid stocks, all of which may cause price volatility. | International/global investing can involve special risks, such as political changes and currency fluctuations. These risks are heightened in emerging markets. Participants must submit purchase transactions for global and international investment options before 2:30 p.m. ET in order to receive that day's price. Other trading restrictions may apply. Please see the investment's prospectus for more details. | A significant percentage of the underlying investments in aggressive asset allocation portfolio options have a higher than average risk exposure. Investors should consider their risk tolerance carefully before choosing such a strategy. | An investment option with underlying investments (multi-investment options, which may include RetireSMART Target Date funds and any other offered proprietary or non-proprietary asset-allocation, lifestyle lifecycle or custom blended options) may be subject to the expenses of those underlying investments in addition to those of the investment option itself. | Investments may reside in the specialty category due to 1) allowable investment flexibility that precludes classification in standard asset categories and/or 2) investment concentration in a limited group of securities or industry sectors. Investments in this category may be more volatile than less-flexible and/or less-concentrated investments and may be appropriate as only a minor component in an investor's overall portfolio. | Participants with a large ownership interest in a company or employer stock investment option may have the potential to manipulate the value of units of this investment option through their trading practices. As a result, special transfer restrictions may apply. This type of investment option presents a higher degree of risk than diversified investment options under the plan because it invests in the securities of a single company. | Investments that invest more of their assets in a single issuer or industry sector (such as company stock or sector investments) involve additional risks, including unit price fluctuations, because of the increased concentration of investments. | A participant will be prohibited from transferring into most mutual funds and similar investment options if they have transferred into and out of the same option within the previous 60 days. Certain stable value, guaranteed interest, fixed income and other investment options are not subject to this rule. This rule does not prohibit participants from transferring out of any option at any time.

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MassMutual

Exp 4/01/2021
Memorandum

DATE: June 25, 2019
TO: Honorable Mayor and Council
FROM: Catherine Wilson, Human Resources Director
RE: Discussion and consideration of renewing the Consulting Agreement with Gallagher Benefit Services Inc. in the amount of $55,560 to include the coordination and management of the Health and Dental Benefit services, serving as the liaison with Empyrean to provide an electronic platform for streamlining benefit enrollments and information, and for the coordination and management of the Section 125 Flexible Spending Plan (Cafeteria Plan) with Discovery Benefits for the 2019-20 Benefit Plan fiscal year.

This agreement will ensure that GBS will continue to provide on an as-needed basis services and will now include the new services effective July 1, 2019 in the following areas as they pertain to the Employee Health and Dental Benefits Plan:

- The coordination and management of benefit services serving as the liaison between Midwest City and Empyrean to provide an electronic platform for streamlining benefit enrollments and information
- Renewal Analysis for the Health and Dental plan
- The coordination and management of the Section 125 Flexible Spending Plan (Cafeteria Plan) on behalf of Midwest City
- Periodic Plan Financial Reports (for budget preparation and planning)
- End of year Financial Reports
- Benefit Plan Design and/or Redesign
- Legislative and Corporate Compliance Support
- Carrier Marketing and Negotiations as directed by the City
- Assistance in Developing a HIPPA Compliant Wellness Program
- Employee Education Programs
- Communication Materials for all Benefits
- Benefit Administration Assessment
- Market and Benchmark Studies
- Other services are available upon mutual agreement of the parties

We feel that the consulting services provided to date have been beneficial to the Employee Health and Dental Plan. Thus far, Gallagher has been assisting in updating the Health Plan Document to make sure that it is compliant with all federal and state guidelines. Gallagher was helpful in analyzing the renewals and in recommending actuarial correct funding levels for the plan.
Staff recommends approval of the amendment of the agreement.

Catherine Wilson, Human Resources Director
CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is made by and between Gallagher Benefit Services, Inc., ("Gallagher") and City of Midwest City (the “Client”).

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. **Engagement of Services**

The Client engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher’s status will be that of an independent contractor of the Client.

2. **Term and Termination**

The Effective Date of this Agreement is July 1, 2019. The term of Gallagher’s engagement under this Agreement (the “Consulting Period”) will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. **Compensation**

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fee owed by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable to it by each insurance company at the time it presents rates to Client. The Client is responsible for payment of Gallagher’s fees (if applicable) within thirty (30) days of invoice receipt. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement.

4. **Performance and Scope**

   (a) **Representations and Warranties.** Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party’s compliance with any terms of this Agreement.

   (b) **Standard of Care.** Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like
character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan’s claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan’s claims administrator or insurance carriers.

(c) **Reliance.** In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(d) **No Practice of Law.** Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute the unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) **Subcontractors.** Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher’s obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) **Conflict of Interest.** Gallagher’s engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client’s best interest.

(g) **Acknowledgements.** In connection with Gallagher’s services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client’s risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client’s risks. The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. Any additional administrative, claims representative or other services (collectively, “Additional Services”) will be governed by the terms of a separate agreement covering the Additional Services.
5. Confidentiality

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher’s reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement. Unless prohibited by law, Gallagher shall provide Client with any such subpoena or order and an opportunity to object prior to disclosure. Furthermore, Gallagher will limit disclosure to that information required to be disclosed under the terms of the subpoena or order and will reasonably cooperate with Client (at Client’s expense) to limit such disclosure.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party’s prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the “Aggregated Data”). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher’s business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client’s identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

6. Indemnification Rights and Limitation of Liability

Gallagher will promptly defend, indemnify and hold the Client harmless from and against any and all third-party claims, suits, actions, liabilities, losses, expenses or damages which the Client may incur as a result of any violation by Gallagher of any law, or any loss or expense to the Client caused by the negligent act or omission of Gallagher or any breach of this Agreement. However, notwithstanding any other term or provision of this Agreement, Gallagher shall not be liable to the Client for any exemplary, special, indirect, incidental, consequential or punitive damages (including but not limited to lost profits) which may result from Gallagher’s action or its failure to perform any term or condition of this Agreement, whether such liability is based upon tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages. Furthermore, the aggregate liability under this Agreement, if any, of Gallagher to the Client for claimed losses or damages shall not exceed $20,000,000.00. This provision applies to the fullest extent permitted by applicable law.
7. **Notices**

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: City of Midwest City  
Attention: Catherine Wilson  
100 N. Midwest Blvd.  
Midwest City, OK 73110

If to Gallagher: Gallagher Benefit Services, Inc.  
Attention: Steve Stoll  
615 E. Britton Road  
Oklahoma City, OK 73114

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. **Miscellaneous**

(a) **Severability.** The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) **Entire Agreement; Amendment.** This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) **Waiver.** No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) **Governing Law; Rule of Construction.** This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Oklahoma without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) **Successors.** This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) **Survival of Provisions.** Sections 5 and 6 will survive the termination of this Agreement.

[The remainder of this page intentionally left blank.]
The parties' signatures appear on the following page]
IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

City of Midwest City

By:

Name: ________________________________
Title: ________________________________
Date: ________________________________

GALLAGHER BENEFIT SERVICES, INC.

By: [Signature]

Name: Steve Stoll
Title: Area President
Date: 6.12.2019

ATTEST:

CITY CLERK, Sara Hancock __________________________ Date_____________________

APPROVED as to form and legality this ___ day of ______, 2019.

CITY ATTORNEY, Heather Poole __________________________

Gallagher Consulting Agreement
11092018
EXHIBITA
SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an “as needed” basis:

RENEWAL ANALYSIS:
- Review and evaluate carrier projections
- Prepare “shadow” renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop “working” rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)
- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):
- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:
- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:
- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

EMPLOYEE EDUCATION PROGRAMS:
- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:
- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:
- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MERGER AND ACQUISITION:
- Project claim liability and cost implications of active employee health & welfare benefits plan integration or consolidation, as requested by Client
- Provide coverage comparison analysis and recommendations as to plan design, carrier selections and funding mechanisms
- Provide disruption analysis reports
- Assist with employee meetings to introduce integrated program(s) or plan changes
MARKET BENCHMARKING STUDIES:
• Local Area Surveys
• Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):
• Help Client identify business and HR objectives that impact benefits
• Review with Client possible benefit strategies to meet their objectives
• Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
• Work with Client to develop funding and contribution strategies
• Assist with budget projections for design alternatives

COORDINATE AND MANAGE SECTION 125 SERVICES:
• Gather information and assist Client with coordinating the Section 125 services provided by Discovery Benefits.
• Serve as a primary liaison between the Client and Discovery Benefits to help Client supervise Discovery Benefits services.
• Gallagher and the Client mutually agree that Gallagher shall not be liable for services provided by Discover Benefits.

BENEFITS ADVOCATE CENTER (BAC) CORE SERVICES:
• Maintain an employee customized and dedicated telephone number and email address for questions regarding benefits, provider find, plan costs and claim issues. Hours of Operation: Monday through Friday 7:00 AM to 6:00 PM CST
• Provide a dedicated team of individuals to support Client’s plan participants and assist them with the following customer service issues:
  - Explain Client Benefits
  - Provider Find
  - Resolve ID Card Problems
  - Claim Resolution
  - Confirm Eligibility
  - Enrollment Questions
  - Navigating Claims Billing Issues
  - Advise on Claims Appeal Process
EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT

<table>
<thead>
<tr>
<th>Line of Coverage/Service</th>
<th>Insurance Company</th>
<th>Commission(^1) / Supplemental Compensation(^2)</th>
<th>Third Party Compensation</th>
<th>Direct Client Fees(^3)</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consulting Services</td>
<td>Gallagher</td>
<td>N/A(^1) / N/A(^2)</td>
<td>N/A</td>
<td>$55,560.00 Per Year(^3)</td>
<td>7/1/2019</td>
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<tr>
<td>Medical Admin w/Stop Loss</td>
<td>BCBS of Oklahoma</td>
<td>N/A(^1) / $1.00 to $1.50 PEPM(^3)</td>
<td>N/A</td>
<td>N/A(^3)</td>
<td>7/1/2019</td>
</tr>
<tr>
<td>BCBS of Oklahoma-Prime Pharmacy Discount Services</td>
<td>Gallagher</td>
<td>$1.75 Per Claim(^1) / N/A(^2)</td>
<td>N/A</td>
<td>N/A</td>
<td>7/1/2019</td>
</tr>
<tr>
<td>Dental</td>
<td>Sun Life</td>
<td>N/A(^1) / 0.5% to 2%(^2)</td>
<td>N/A</td>
<td>N/A(^3)</td>
<td>7/1/2019</td>
</tr>
<tr>
<td>Benefit Advocacy Center</td>
<td>NA – Gallagher</td>
<td>N/A(^1) / N/A(^2)</td>
<td>N/A</td>
<td>BAC core services included in commission — no additional fee.(^3)</td>
<td>7/1/2019</td>
</tr>
<tr>
<td>Section 125 Plan Document Services</td>
<td>Discovery Benefits</td>
<td>N/A(^1) / N/A(^2)</td>
<td>N/A</td>
<td>N/A(^3)</td>
<td>7/1/2019</td>
</tr>
</tbody>
</table>

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.

- Gallagher’s ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm’s length transaction with an unrelated party.

- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher’s and Gallagher affiliates’ income before purchasing an insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24\(^4\), which protects both Client and Gallagher\(^5\). Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher’s compensation arrangements, please visit www.aig.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@aig.com.

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\(^1\) Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher by a third party, and includes, among other things, the payment of “finders’ fees” or other fees to Gallagher for a transaction or service involving the plan.

\(^2\) Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commissions.

\(^3\) Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

\(^4\) Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

\(^5\) In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.
Memorandum

Date:       June 25, 2019
To:         Honorable Mayor and Council
From:       Catherine Wilson, HR Director

Re: Discussion and consideration of entering into a Service Exchange Agreement between American Fidelity Assurance Company and the City of Midwest City in the amount $0.00; per the exchange agreement American Fidelity will provide Administrative Services for the Section 125 Flex Spending Accounts (FSA) and Consulting Services on the City’s Basic Life and Optional insurance products; in exchange the City of Midwest City will allow American Fidelity General Agency (a wholly-owned subsidiary of American Fidelity) to serve as Customer’s Agent of Record with its current supplemental insurance, and to work with American Fidelity on a mutually agreeable timeframe and opportunity to offer similar coverages and/or other supportive coverages; and give American Fidelity the opportunity to offer insurance products to all eligible employees in a mutually agreeable manner.

This agreement will allow City to assign American Fidelity as the Agent-of-Record with the City’s current supplemental Life insurance company and give American Fidelity the opportunity to provide additional offerings of supplemental and supportive coverages that we do not currently offer.

In return American Fidelity will provide Section 125 Flex Spending Account (FSA) Administrative Service; Dependent Care Flex Spending Account Administrative Services; Debit card services for the FSA accounts; Consulting Services on Supplemental Insurance Coverages for the City of Midwest City.

Staff recommends approval.

Catherine Wilson, MPA.
HR Director

www.midwestcityok.org
Service Exchange Agreement

This Service Exchange Agreement ("Agreement") is entered into by and between American Fidelity Assurance Company ("American Fidelity") and the City of Midwest City ("Customer"), who, in consideration of the mutual agreements and promises contained herein, agree to work together as described in this Agreement. This Agreement shall be effective on the date signed by American Fidelity, and shall continue until terminated or modified by agreement of the parties.

American Fidelity will provide to Customer the following services (the "Services"):

- Section 125 Plan Administrative Services*
- Healthcare Flexible Spending Account (FSA) Services with Risk Coverage*
- Dependent Care Flexible Spending Account (DCFSA) Services*
- Health Savings Account (HSA) Services (as mutually agreed upon)*
- Benefits Debit Card Services for Healthcare FSA/HSA Participants
- Annual Enrollment Support and Enrollment Platform (as mutually agreed upon)*
- Consulting Services on Supplemental Insurance Coverages (Coverages and Compensation Disclosure Attached)
- Year-Round Support from a Salaried, Career Account Management Team
- *pursuant to additional written agreements between the parties;

In exchange for the Services, Customer shall:

Products

- Allow American Fidelity General Agency (a wholly-owned subsidiary of American Fidelity) to serve as Customer’s Agent of Record with its current supplemental insurance, and to work with American Fidelity on a mutually agreeable timeframe and opportunity to offer similar coverages and/or other supportive coverages; and
- Give American Fidelity the opportunity to offer insurance products to all eligible employees in a mutually agreeable manner.

Communication

- Permit American Fidelity opportunities to present to employees or employee groups prior to enrollment;
- Facilitate one-on-one meetings of employees with American Fidelity to discuss employee benefit options and as applicable, to make their annual Section 125 Plan enrollment elections; and
- Provide working space for American Fidelity during enrollment meetings.

Administration

- Provide other administrative services to American Fidelity as may be mutually agreed to by the parties; and
- Provide payroll deduction for American Fidelity products and services.

By agreeing to the Services, Customer acknowledges its understanding of the following:

- The Services described above will be provided to the extent allowed by law,
- American Fidelity does not provide tax or legal advice;
- American Fidelity reserves the right to change the delivery of Services and cost associated with them, but only with advanced written communication to Customer.

Intending to be bound, American Fidelity and Customer have caused their duly authorized representatives to execute this Service Exchange Agreement.
<table>
<thead>
<tr>
<th>Line of Coverage</th>
<th>Carrier</th>
<th>Commission</th>
<th>Other Compensation</th>
<th>Employer Fees</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>July 1, 2019</td>
</tr>
<tr>
<td>Dental</td>
<td>Sun Life</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>July 1, 2019</td>
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<tr>
<td>Life/AD&amp;D</td>
<td>Sun Life</td>
<td>15%</td>
<td>N/A</td>
<td>N/A</td>
<td>July 1, 2019</td>
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<tr>
<td>Voluntary Disability (Short-Term)</td>
<td>Sun Life</td>
<td>15%</td>
<td>N/A</td>
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<td>July 1, 2019</td>
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<tr>
<td>Voluntary Disability (Long-Term)</td>
<td>Sun Life</td>
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<td>N/A</td>
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<td>Long-Term Disability (Employer-Paid)</td>
<td>Sun Life</td>
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<td>N/A</td>
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<tr>
<td>Accident</td>
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<td>Critical Illness</td>
<td>Sun Life</td>
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<td>N/A</td>
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<td>July 1, 2019</td>
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</table>

**AMERICAN FIDELITY OFFICER**

Signature ___________________________ Date _____________

Printed Name ___________________________ Date _____________

**CUSTOMER**

Signature ___________________________ Date _____________

Printed Name ___________________________ Date _____________

**ATTEST:**

CITY CLERK, Sara Hancock ________________________ Date _____________

**APPROVED** as to form and legality this ____ day of _________, 2019.

CITY ATTORNEY, Heather Poole ________________________
Memorandum

Date:  June 25, 2019
To:  Honorable Mayor and Council
From:  Catherine Wilson, HR Director
Re:  Discussion and consideration of renewing the agreement with Shape Fitness, LLC to provide the employees of the City of Midwest City a discounted corporate membership rate of $18.00 per person per month; and the City paying the $20.00 fee per enrolled employee for the required access card.

Shape Fitness, LLC is excited to renew a discounted membership rate for the City of Midwest City employees, this membership will give the city employees access to all of the Shape Fitness locations in Oklahoma. These locations are Chickasha, Choctaw, Duncan, Harrah, Midwest City, Moore, and two locations in Oklahoma City; additionally, city employees will have access to any new location(s) that may open in the future.

The Gym has the following amenities and more:

- **24/7 access**, all exercise equipment including toning tables, access to personal trainers, free weights, machines, cardio equipment, group fitness classes, functional training room, basic tanning, showers, non-supervised children’s play area and T.V. room. These amenities will have no additional cost(s) associated to the city or its employees.

The membership rates for City employees will be:

- The City of Midwest City will have a minimum of fifty (50) employees enrolled by July 10, 2019.
- The membership rate will be $18.00 per person per month. (this is a $37.00 discount from the deluxe membership rate of $55.00 per month)
- The City of Midwest City agrees to withhold $9.00 per pay check for each employee and their family member(s) who join the gym.
- The city agrees to make bi-weekly payments on behalf of its employees and their family members who join the gym.

The City agrees to pay the $20.00 fee per enrolled employee for their access card.

Staff recommends approval of this agreement.

Catherine Wilson, MPA
HR Director

www.midwestcityok.org
Shape Fitness, LLC.  
Corporate Gym Membership Agreement with the City of Midwest City

Shape Fitness agrees to offer the employees of the City of Midwest City and their family members a discounted corporate gym membership at our facility located at 10006 S.E. 15th Street, Midwest City Oklahoma. The corporate membership will allow employees of the City of Midwest City and their family members’ access to all the Shape Fitness facilities in affiliation with Shape Fitness Midwest City. There will be a minimum of fifty (50) employees joining the gym under this agreement. This agreement will begin on the 10th day of July 2019 and will run through May 30, 2021. The corporate membership rate is as follows:

- The City of Midwest City will have a minimum of fifty (50) employees enrolled by July 10, 2019
- The membership rate will be $18 per person per month. (this is a $37.00 discount from the deluxe membership rate of $55.00 per month)
- The City of Midwest City agrees to withhold $9.00 per paycheck for each employee and their family member(s) who join the gym.
- The City of Midwest City agrees to make bi-weekly payments on behalf of its employees and their family members who join the gym.

The City of Midwest City agrees to pay for the employee’s access card at a rate of $20 per access card. The City of Midwest City agrees that all access cards for the employee(s) will be paid for prior to the 1st of each month. If an employee needs additional access card(s) for their family members; the employee will be responsible to purchase said card(s) at a rate of $20 per access card, prior to the 1st of the month in which their gym membership begins. The access card(s) will give the city employee and their included family member(s) 24/7 access to Shape Fitness facilities in affiliation with Shape Fitness Midwest City. Accessible locations include Midwest City, Choctaw, Harrah, Meeker, and Tecumseh; additionally, access to any new location(s) that may open in the future would be included in the membership.

The City of Midwest City agrees to provide the employee with all enrollment forms for the corporate gym membership and will work with Shape Fitness staff to process all enrollment forms prior to the 1st of the month in which an employee joins the gym.

The City of Midwest City agrees to set up a payroll deduction for each employee who enrolls to be a member of Shape Fitness under the corporate membership. The city will make a bi-weekly deduction of $9.00 per employee and family member(s) if applicable. The City of Midwest City
Shape Fitness, LLC.
Corporate Gym Membership Agreement with the City of Midwest City

will then pay Shape Fitness on a bi-weekly basis for the duration of the agreement on behalf of the employees who have joined Shape Fitness LLC under the corporate membership.

Shape Fitness agrees to provide an attendance report to the City's Benefits and Wellness Coordinator as requested by the City's benefits and Wellness Coordinator.

Shape Fitness agrees to provide the following amenities to the employees of the City of Midwest City and their included family members: 24/7 access, access to personal trainers, all exercise equipment, free weights, machines, cardio equipment, group fitness classes, functional training room, basic tanning, showers, non-supervised children's play area and T.V. room. These amenities will have no additional costs associated to the City of Midwest City or its employees.

Either of the parties may terminate this agreement for any reason with a thirty (30) day written notice to the other party.


\[signature\]

6-13-19

Andy Copeland
Owner, Operator of Shape Fitness

Matthew Dukes
Mayor of Midwest City

ATTEST:

CITY CLERK, Sara Hancock

APPROVED as to form and legality this ___ day of ______, 2017.

CITY ATTORNEY, Heather Poole
Memorandum

TO: Honorable Mayor and Council
FROM: Sara Hancock, City Clerk
DATE: June 18, 2019

SUBJECT: Discussion and consideration to approve a resolution canvassing returns of the June 11, 2019 Special Election held in the City of Midwest City, Oklahoma, on Ordinance 3368, granting to Oklahoma Natural Gas Company a franchise for a period of twenty-five years, and declaring the approval of the franchise.

This agenda item declares the election results are “for the proposition” granting One Gas, Inc., acting by and through its Oklahoma Natural Gas Company Division, a franchise for a period of twenty-five years.

Attached is the official certificate of votes for your review.

Staff recommends approval.

________________________
Sara Hancock, City Clerk
RESOLUTION NO. __________

A RESOLUTION CANVASSING RETURNS OF THE JUNE 11, 2019 SPECIAL ELECTION HELD IN THE CITY OF MIDWEST CITY, OKLAHOMA, ON ORDINANCE NO. 3368, GRANTING TO OKLAHOMA NATURAL GAS COMPANY A FRANCHISE FOR A PERIOD OF TWENTY-FIVE YEARS, AND DECLARING THE APPROVAL OF THE FRANCHISE.

WHEREAS, the County Election Board of Oklahoma County, Oklahoma has certified the results of the Special Election held in the City of Midwest City, Oklahoma, on June 11, 2019, on the proposition granting to Oklahoma Natural Gas Company a franchise for a period of twenty-five years; and

WHEREAS, the Mayor and City Council of the City of Midwest City, Oklahoma have canvassed the returns and find that at said Special Election so held as aforesaid, a total of 352 votes were cast for the proposition, and 116 votes were cast against the proposition.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

SECTION 1. That a canvass of the election returns of the Special Election held in the City of Midwest City on June 11, 2019 on the approval of Ordinance No. 3368, granting to Oklahoma Natural Gas Company a franchise for the term of twenty-five (25) years, shows that a total of 352 votes cast in favor of the granting of said franchise, and 116 votes cast against the proposition, resulting in a majority of votes cast at said election in favor of the granting of a franchise. The proposition is declared to have been passed.

PASSED AND APPROVED BY THE Mayor and Council of the City of Midwest City, Oklahoma, this 25th day of June, 2019.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 25th day of June, 2019.

HEATHER POOLE, City Attorney
## OFFICIAL CERTIFICATE OF VOTES
**OKLAHOMA COUNTY, OKLAHOMA**
**JUNE 11, 2019**

CITY OF MIDWEST CITY
PROPOSITION CITY OF MIDWEST CITY

<table>
<thead>
<tr>
<th>Precinct</th>
<th>FOR THE PROPOSITION - YES</th>
<th>AGAINST THE PROPOSITION - NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>OKLAHOMA COUNTY PCT 550077</td>
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<td>OKLAHOMA COUNTY PCT 550251</td>
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**OFFICIAL CERTIFICATE OF VOTES**
OKLAHOMA COUNTY, OKLAHOMA
JUNE 11, 2019

CITY OF MIDWEST CITY
PROPOSITION CITY OF MIDWEST CITY

<table>
<thead>
<tr>
<th>Precinct</th>
<th>FOR THE PROPOSITION - YES</th>
<th>AGAINST THE PROPOSITION - NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>OKLAHOMA COUNTY ABSENTEE PCT</td>
<td>93</td>
<td>30</td>
</tr>
<tr>
<td>Total:</td>
<td>352</td>
<td>116</td>
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</tbody>
</table>


CHAIRMAN

VICE-CHAIRMAN

SECRETARY
To: Honorable Mayor and Council

From: Lynn Smithson, Risk Manager

Date: June 25, 2019

RE: Discussion and consideration approving the resolution to execute the agreement establishing the Oklahoma Municipal Assurance Group (OMAG) to provide a basis for securing protection, benefits and indemnification relating to insurance or self-insurance for general and automobile liability, workers’ compensation, municipal property and contents, and other insurance coverage for Midwest City and its employees.

With this agreement in place it will allow the City of Midwest City to become a future voting member on OMAG’s Board of Trustees, thus setting rates and premiums, and establishing policies and procedures.

Staff recommends approval.

Lynn Smithson
Risk Manager
RESOLUTION TO EXECUTE THE

AGREEMENT ESTABLISHING
THE OKLAHOMA MUNICIPAL ASSURANCE GROUP

WHEREAS, the Interlocal Cooperation Act of the Oklahoma Statutes enables municipal governments to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantage; and

WHEREAS, the City of Midwest City desires to secure protection, benefits and indemnification relating to insurance or self-insurance for general and automobile liability, workers' compensation, municipal property and contents, and other insurance coverage for itself and its employees; and

WHEREAS, the City of Midwest City finds that the best and most efficient way of securing this protection is by cooperating with other municipalities; and

WHEREAS, the Agreement Establishing the Oklahoma Municipal Assurance Group provides a basis for securing this protection for member municipalities;

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Midwest City to join with other municipalities in the Oklahoma Municipal Assurance Group; and

BE IT FURTHER RESOLVED THAT, the City of Midwest City hereby agrees to become a party to the Agreement Establishing the Oklahoma Municipal Assurance Group, for the purposes and in consideration of the mutual covenants contained therein by adoption and execution of this resolution.

Adopted by the governing body of the City of Midwest City, Oklahoma this 25th day of June, 2019.

________________________  ____________________________
Mayor                              ATTEST:

________________________
Clerk
MEMORANDUM

TO: Honorable Mayor and Council
FROM: Lynn Smithson, Risk Manager
DATE: June 25, 2019

RE: Discussion and consideration of renewing the excess workers compensation agreement with Midwest Employers for the City of Midwest City’s Workers’ Compensation Self-Insurance Plan for the 2019-2020 fiscal year at an annual cost of $217,990 for self-insured retention of $500,000 per claim for police and fire employees and $450,000 per claim for all other employees.

Attached is an excess workers compensation proposal from Midwest Employers for the City’s workers compensation self-insurance plan for the 2019-2020 fiscal year.

Staff recommends approval.

Lynn Smithson
Risk Manager
# City of Midwest City

## Renewal Proposal

**Excess Worker's Compensation**  
Midwest Employers Casualty

<table>
<thead>
<tr>
<th>Renewal Comparison</th>
<th>07/01/2018-07/01/2019</th>
<th>07/01/2019-07/01/2020</th>
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<tr>
<td>Specific &amp; EL Retention</td>
<td>$450,000</td>
<td>$450,000</td>
</tr>
<tr>
<td>Specific &amp; EL Retention - 7710</td>
<td>$500,000</td>
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<tr>
<td>Specific &amp; EL Retention - 7720</td>
<td>$500,000</td>
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<tr>
<td>Aggregate Limit</td>
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<tr>
<td>Estimated Aggregate Retention</td>
<td>$1,974,835</td>
<td>$2,348,171</td>
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<tr>
<td>Minimum Aggregate Retention</td>
<td>$1,935,338</td>
<td>$2,301,208</td>
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<tr>
<td>Estimated Policy Period Premium</td>
<td>$199,966</td>
<td>$217,990</td>
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</table>
MEMORANDUM

TO: Honorable Mayor and Council
FROM: Lynn Smithson, Risk Manager
DATE: June 25, 2019
RE: Discussion and consideration of binding excess general liability insurance coverage with States Self-Insurers Risk Retention Group, Inc. for the City of Midwest City’s General Liability Self-Insurance Plan for the 2019-2020 fiscal year at an annual cost of $93,731 for a self-insured retention of $250,000 per occurrence.

Attached is a public entity excess liability insurance proposal with States Self-Insurers Risk Retention Group for the City of Midwest City’s general liability self-insurance plan for the 2019-2020 fiscal year. States’ proposal was the lowest and best quote provided. The self-insured retention for the City is $250,000 per occurrence.

Staff recommends approval.

Lynn Smithson
Risk Manager
To: City of Midwest City
100 N Midwest Blvd
Midwest C OK 73110

From: Jay Mathiason, CPCU
States Self-Insurers Risk Ret. Grp.
222 S Ninth St Suite 2700
Minneapolis, MN 55402-3332

Attn: Lynn Smithson

Proposal For:
City of Midwest City

Proposal Expires On:
7/1/2019

X Public Entity Broad Form Liability (including General Liability, Employment Practices Liability, Automobile Liability and Law Enforcement Liability and Public Officials Error & Omission Liability) in accordance with the terms, conditions and exclusions of the policy form.

### ONE YEAR PROPOSAL

#### OPTION 1

<table>
<thead>
<tr>
<th>Company Limits</th>
<th>Self-Insured Retention Limit</th>
<th>PREMIUM</th>
<th>TRIA</th>
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<td>$4,000,000 /Agg</td>
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#### OPTION 2

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<th>Self-Insured Retention Limit</th>
<th>PREMIUM</th>
<th>TRIA</th>
<th>TOTAL</th>
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#### OPTION 3

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<th>Self-Insured Retention Limit</th>
<th>PREMIUM</th>
<th>TRIA</th>
<th>TOTAL</th>
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<tr>
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#### OPTION 4

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<th>Self-Insured Retention Limit</th>
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<th>TRIA</th>
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<tr>
<td>$0 /Agg</td>
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<td></td>
<td></td>
<td></td>
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</tbody>
</table>

SPECIAL TERMS AND CONDITIONS

- The quoted premium is net of commission.
- All premiums are due at the inception date of the policy.
- Premiums will be annually rerated to reflect experience and exposure.
- TRIA Act Coverage must be elected or declined. If declined, a Terrorism exclusion will apply.
- Auto Exclusion
- Obligation to resolve claims
- Prior Acts - Public Officials, Employment Practices, Employee Benefits - 7-1-08 Retro Date

***Please see attached for any additional terms and conditions.***

Signed: Jay Mathiason

Date: 5/10/2019
To: Honorable Mayor and Council
From: Lynn Smithson, Risk Manager
Date: June 25, 2019

RE: Discussion and consideration of approving the renewal of insurance policies with Oklahoma Municipal Assurance Group (OMAG) for fiscal year 2019-20 for the Property Insurance Policy with no deductible, including wind and hail at a rate of $290,825; and the Vehicle and Equipment Policy with a $1,000 deductible for comprehensive and collision coverage at rate of $132,854.

Attached are the declaration pages for the Property Insurance Policy and Equipment Physical Damage, and Auto Liability Policy for the City of Midwest City.

This fiscal year the City is insuring in excess of $183 million in buildings and contents. This is a rate of $.15 cents per hundred dollars of value for all scheduled property. This fiscal year OMAG is offering no deductibles to all of its property insureds.

If you have any questions regarding the City’s Property, and Auto Insurance Programs, please feel free to contact me at 739-1237.

Staff recommends approval.

Lynn Smithson
Risk Manager
Municipal Property Protection Plan
Declarations Page

1. PLAN MEMBER
   and Mailing Address
   CITY OF MIDWEST CITY
   100 N. MIDWEST BLVD.
   MIDWEST CITY OK 73110

2. Plan Period
   From 12:01 A.M. Central Standard Time at the address of the Plan Member
   From 07/01/2019 to 07/01/2020

3. The Plan Member is a(n) MUNICIPALITY

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

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<thead>
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<th>COVERAGE</th>
<th>PREMIUM</th>
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<tr>
<td>COMMERCIAL PROPERTY COVERAGE</td>
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<tr>
<td>Buildings and Business Personal Property, per schedule</td>
<td>Limit: $182,970,032</td>
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<tr>
<td>Mobile Equipment, per schedule</td>
<td>Limit: $0</td>
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<tr>
<td>Leased/Rental Equipment</td>
<td>Limit: $0</td>
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<tr>
<td>Miscellaneous Equipment, per schedule</td>
<td>Limit: $0</td>
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<tr>
<td>Fine Arts, per schedule</td>
<td>Limit: $273,300</td>
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<tr>
<td>Builders' Risk</td>
<td>Limit: $0</td>
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<table>
<thead>
<tr>
<th>EXCESS COVERAGE</th>
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<tr>
<td>Business Income</td>
<td>$4,725,000 per occurrence</td>
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<td>Accounts Receivable</td>
<td>$75,000 on premises</td>
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<td>Valuable Papers</td>
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<td>Theft/Disappearance/Destruction</td>
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<tr>
<td>Earth Movement (Subject to $100,000 Deductible)</td>
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<table>
<thead>
<tr>
<th>EQUIPMENT BREAKDOWN COVERAGE</th>
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<tbody>
<tr>
<td>Excluding Electrical Power Generating Equipment, per schedule</td>
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</tr>
<tr>
<td>Including Electrical Power Generating Equipment, per schedule</td>
<td>Excluded</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL PREMIUM</th>
<th></th>
</tr>
</thead>
</table>

5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

Jonathan D. Woods
OMAG Representative
05/28/2019
Date

MPPP DEC (1.42)
1. PLAN MEMBER and Mailing Address
   CITY OF MIDWEST CITY
   100 N. MIDWEST BLVD.
   MIDWEST CITY OK 73110

2. Plan Period
   From 12:01 A.M. Central Standard Time at the address of the Plan Member
   From 07/01/2019 to 07/01/2020

3. The Plan Member is a(n) MUNICIPALITY

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE

GENERAL LIABILITY (PARTS I, IV, V, AND VI)
   A. Bodily Injury
   B. Property Damage
   C. Personal Injury
   D. Errors and Omissions
   E. Pollution Damage
   F. Defense Reimbursement
   G. Prior Acts Coverage

AUTOMOBILE LIABILITY (PART II)
   E. Bodily and Personal Injury
   F. Property Damage

   [X] Hired and Non-owned Automobile Coverage

   [ ] Prior Acts Coverage

AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)
   G. Automobile Physical Damage
      1. Comprehensive
      2. Specified Perils
      3. Collision
   [X] Hired Auto Physical Damage Limit: $150,000

   H. Equipment Physical Damage - Per equipment schedule
   [X] Mobile Equipment Leased/Rented Limit: $360,000

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L.
   Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:
   $25,000 Each Property Damage Loss Per Occurrence, including Fire Legal
   $125,000 Each Other Loss Per Occurrence
   $1,000,000 Aggregate Per Occurrence
   Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:
   $10,000 Medical Payments for Volunteers Per Loss
   $1,000,000 Each Other Loss Per Occurrence
   Cyber Coverage: See Limits on Cyber / Data Breach Declaration Page

   Annual Aggregate
   $2,000,000 Coverages C,D
   $10,000 Coverage J

6. DEDUCTIBLES
   Coverages A,B,E,F,L: No Deductible, except for sanitary sewer overflows and electrical disruptions, which are subject to the deductible of coverages C & D.
   Coverages C,D:
   Per Schedule or Endorsement
   Coverage I: $1,000 Per Pollution Incident
   Coverage J: $5,000 SIR
   Coverage K: Per Applicable Cyber / Data Breach Deductible

7. This agreement is composed of this Declaration Page, Schedules, Forms and Endorsements, if any.

Jonathan D. Woods
OMAG Representative

05/16/2019
Date

MLPP DEC (1.19)
MEMORANDUM

TO: Honorable Mayor and Council
FROM: Tim Lyon, City Manager
DATE: June 25, 2019
RE: Discussion and consideration of approving and entering into a Cooperative Agreement with the Midwest City Chamber of Commerce that governs the terms and conditions under which that organization will receive up to $5,000 from the City for the 2019 Youth Excel program.

The Cooperative Agreement, a copy of which is attached for your review, documents the requirements the Chamber must meet in order to receive reimbursement for its actual costs of up to $5,000 for this year’s Youth Excel program. The funds have been appropriated and are available in the General Government Fund budget.

Staff recommends approval.

__________________________________________________________
Tim Lyon, City Manager
COOPERATIVE AGREEMENT

This agreement, effective July 1, 2019, is entered into by and between the City of Midwest City, Oklahoma (the "City") and the Midwest City Chamber of Commerce, Inc., an Oklahoma corporation (the "Chamber").

WHEREAS, Midwest City's youth need guidance, inspiration and encouragement to help develop those qualities of character essential for future leadership; and

WHEREAS, Youth Excel is an extraordinary three-day leadership development program for high school juniors from Midwest City and Carl Albert High Schools which includes leadership training, orientation to the Midwest City and Tinker communities, and team building related exercises; and

WHEREAS, the program provides a long-term impact on the entire Midwest City community in that Youth Excel prepares current high school juniors to be the civic leaders of tomorrow; and

WHEREAS, Youth Excel is designed to motivate potential leaders; acquaint participants with community needs, opportunities and resources; provide participants with opportunities for interaction with community leaders and decision-makers; and instill participants with leadership skills; and

WHEREAS, the goal of Youth Excel is to provide students with the tools and resources necessary to become leaders and maintain a leadership status within the community; and

WHEREAS, long-term success of Youth Excel is measured by the number of students who complete and graduate from the program, and the number of graduates who return to Midwest City to live and/or pursue their professional or vocational career objectives; and

WHEREAS, Youth Excel is aimed at developing a pool of well-informed, motivated young men and women qualified to assume present and future leadership roles in Midwest City; and

WHEREAS, to achieve these worthy objectives, it is appropriate for the City to provide the Chamber with a portion of the funds needed for Youth Excel in light of the positive impact it has on the City's youth;

NOW, THEREFORE, the parties to this contract hereby agree that:

The City shall pay to the Chamber a sum of up to five thousand dollars ($5,000.00) toward the cost of Youth Excel upon presentation of receipts and/or other documentation of the actual costs to be reimbursed; and

The Chamber shall develop, administer, supervise and execute the Youth Excel program including, but not limited to, raising any and all additional money necessary to fully fund the program.
Passed and approved by the Chamber on this _____ day of __________, 2019.

MIDWEST CITY CHAMBER OF COMMERCE, INC.

____________________________________________
Bonnie Cheatwood, Executive Director

Passed and approved by the City on the _____ day of __________, 2019

CITY OF MIDWEST CITY, OKLAHOMA

__________________________
Matthew D. Dukes, II, Mayor

ATTEST:

__________________________
Sara Hancock, City Clerk

APPROVED as to form and legality this _____ day of __________, 2019.

__________________________
Heather Poole, City Attorney
Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: June 25, 2019

SUBJECT: Discussion and consideration of renewing the following contracts, without modifications, for FY 19-20: Office Supply Contract with Staples, Inc.; the utility bill production agreement with Dataprose, LLC, and Connect + Series mail machine lease from Pitney Bowes in the amount of $248.55 per month.

Staples, Inc. agreed to renew the present contract without modification for FY 19-20. Approximately $48,000 has been encumbered in all departments for office supplies for FY 18-19. We have been extremely pleased with the sales and service.

Dataprose, LLC, has agreed to renew the present contract without modification for FY 19-20. Staff has been pleased with the service and the cost has been less than originally projected.

Pitney Bowes, agreed to renew the present contract without modification for FY 19-20. Staff has been pleased with the sales and service.

Action is at the discretion of the Council. Staff recommends approval.

Sara Hancock, City Clerk

Attachment

www.midwestcityok.org
WSCA/NASPO FMV Lease Option C Agreement

Account # 10

Your Business Information

CITY OF MIDWEST CITY
Full Legal Name of Customer
DBA Name of Customer
Tax ID # (FEIN/TIN)

100 N MIDWEST BLVD
OKLAHOMA CITY
OK
73110-4319

Billing Address: Street
City
State
Zip+4

Billing Contact Name
Billing Contact Phone #
Billing CAN #

100 N MIDWEST BLVD
OKLAHOMA CITY
OK
73110-4319

Installation Address (if different from billing address): Street
City
State
Zip+4

Installation Contact Name
Installation Contact Phone #
Installation CAN #

Fiscal Period (from to)

Check items to be included in customer’s payment

- Equipment Maintenance (Included with your payments for the initial term)
  Provides service coverage including certain parts and labor
- Software Maintenance (1st year included)
  Provides revision updates and technical assistance
- Soft-Guard® Subscription (Included with your meter rental)
  Provides postal and carrier updates
- IntelliLink® Subscription/Meter Rental
  Provides simplified billing and includes ( ) resets per year
  Electronic access to postal confirmation services
  Receive an invoice for postage consolidated billing and enhanced management reporting information.
- IntelliLink® Subscription
  Provides simplified billing and includes ( ) resets per year

Your Business Needs

<table>
<thead>
<tr>
<th>Qty</th>
<th>Business Solution Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Connect+ 1000 Series</td>
</tr>
<tr>
<td>1</td>
<td>Connect+ Series Meter w/PP (NTF)</td>
</tr>
<tr>
<td>1</td>
<td>130 LPM Feature</td>
</tr>
<tr>
<td>1</td>
<td>5 lb interfaced Weighing</td>
</tr>
<tr>
<td>1</td>
<td>Connect+ Analytics (Max 100 Accounts)</td>
</tr>
<tr>
<td>1</td>
<td>10 in. Display – Standard Apps Center</td>
</tr>
<tr>
<td>1</td>
<td>Connect+ Mono Printer</td>
</tr>
<tr>
<td>1</td>
<td>Connect+ Drop Stacker</td>
</tr>
<tr>
<td>1</td>
<td>pbSmartPostage Free</td>
</tr>
<tr>
<td>1</td>
<td>IntelliLink® Subscription</td>
</tr>
<tr>
<td>1</td>
<td>15 Ib Scale Platform/Stand</td>
</tr>
</tbody>
</table>

Your Payment Plan

<table>
<thead>
<tr>
<th>Number Of Months</th>
<th>Monthly Amount *</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>$ 248.55</td>
</tr>
</tbody>
</table>

( ) Required advance check of $( ) received
Tax Exempt#
State Tax (If applicable)
( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

Your Signature Below

By signing below, you agree to be bound by this FMV Lease Option C Agreement (this “Lease”). This Lease is made and entered into pursuant to your State’s/Entity’s Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSPO11-09000411-7 (“Agreements”), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

[Signature]
1-12-16
ITSW1008

Print Name
Jay Dee Collins
Title
Mayor
Email Address

Sales Information

Kimberly Jackson
059

Account Rep Name
District Office
PBGFS Acceptance

Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000

See www.pb.com/states for additional terms and conditions
This Production Agreement ("Agreement") is made and entered into by and between DataProse LLC, a Texas limited liability company ("DataProse"), and the City of Midwest City, organized under the laws of Oklahoma ("Client"). The effective date of this Agreement is the date last signed below ("Effective Date"). In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

ARTICLE 1 SCOPE OF PRODUCTION AGREEMENT. DataProse agrees to provide to Client goods and/or services as described in Schedule 1.0 (the "Goods and Services"). During the term of this Agreement, the Client agrees to furnish data and documentation for, and DataProse agrees to produce a minimum monthly quantity of 20,000 Statements ("Minimum Commitment"). Based upon the rates and terms provided herein. In the event that the Client does not fulfill the Minimum Commitment, then Client shall pay to DataProse a minimum processing fee ("Minimum Processing Fee") in an amount that shall be calculated based upon the Minimum Commitment and the rates and terms provided herein.

ARTICLE 2 COMPENSATION. In full and complete compensation for all Goods and Services provided by DataProse hereunder, Client agrees to pay DataProse according to rates set forth in Schedule 1.0. DataProse will provide an invoice to Client after each production run consisting of the fees, as outlined in Schedule 1.0 and postage used. Invoices are due upon receipt and will be considered past due if not paid within 30 days. A monthly late charge will be the lesser of (i) 1.125% per month, and (ii) the applicable maximum lawful rate of interest, applied to the invoice amount unpaid (30) thirty days after billing to Client. The prices charged by DataProse to Client for the Goods and Services listed in Schedule 1.0 will not be increased for a period of twelve (12) months from the Effective Date of this Agreement ("Pricing Period"). All DataProse prices are subject to increase following this initial Pricing Period or any subsequent Pricing Period, upon written notice to Client. The rate of any price increase shall not exceed the amount of the consumer price index at the completion of any Pricing Period. The notice of any price increase to Client will be made in writing at least 60 days before the end of the term to allow the Client time to request an appropriation of funds. In the event Client cancels the Agreement as allowed under the provisions of this Agreement, then payment for all Goods and Services delivered and/or rendered between the cancellation notification date and the effective date of the cancellation shall be due concurrently upon delivery and/or rendering of such Goods and Services. The compensation payable to DataProse under this Agreement is subject to appropriation of funds; the completion date of Client's appropriation cycle is June 30 each year.

ARTICLE 3 TERM. The initial term of this Agreement shall commence as of the Effective Date, and shall continue for a period of not less than three (3) years, ending on the third anniversary of the Effective Date. Should Client and DataProse agree to an extension of this Agreement, the parties agree to amend the terms of this Agreement as specified by the parties, in writing. The agreement may be renewed for successive one (1) year terms unless written notice of cancellation is received from one party by the other at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no earlier than one hundred fifty (150), and no later than forty-five (45), days before the expiration of the then current term.

ARTICLE 4 POSTAGE. Client must maintain a postage escrow account in connection with this Agreement. Client shall deposit in advance with DataProse the initial sum provided in Schedule 2.0 as the postage escrow. The amount required to be maintained in escrow with DataProse may be changed by DataProse on a periodic basis due to changes in Client's volume, postage usage, postal rates or payment history. Client will be notified in writing and in advance if the postage escrow account is changed. Upon termination of this Agreement, DataProse shall return the remaining, unused postage escrow amount to Client after payment for all Goods and Services and postage has been paid by Client. If this Agreement is terminated due to default of Client, DataProse may apply any of Client's funds it holds against any sum owed by Client to DataProse upon termination of this Agreement. If Client fails to maintain the postage escrow account at the required levels, or if Client fails to maintain current status of all invoices as described in Article 2, or fails to notify DataProse that funds have been appropriated to meet Client's obligations under this Agreement, DataProse may immediately suspend its performance under this agreement and will hold Client's materials until the required postage escrow amount is received.

ARTICLE 5 TERMINATION. Client or DataProse may terminate this Agreement for an event of default committed by the other party and defined below if such default remains uncured (30) thirty days after written notice of the default from the party declaring the default has been received by the other party in accordance with Article 15. Failure of Client to pay for all Goods and Services when due in accordance with this Agreement and this Article, (1) the amount provided to Client in this Article and the amount to be paid to DataProse, Client has the right to withhold production and mailing of any further production cycles until Client's account is brought current. (2) Any other breach by Client or DataProse of a term or condition of this Agreement.

ARTICLE 6 FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such party including, without limitation: fire, explosion, power failure, flood, earthquake or other act of God; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, ordinance, regulation, or requirement of any government, or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with).

ARTICLE 7 CONFIDENTIALITY. Each party agrees that any and all reports, data and documentation supplied by the disclosing party or its affiliates or third parties on disclosure of its behalf, which are confidential shall be, subject only to the disclosure required for the performance of receiving party's obligations hereunder, held in strict confidence and shall not be disclosed or otherwise disseminated by receiving party without the consent of disclosing party, except as required by applicable law, regulation or legal proceeding. DataProse agrees to hold in confidence and shall not be disclosed or otherwise disseminated by receiving party without the consent of disclosing party, except as required by applicable law, regulation or legal proceeding.

ARTICLE 8 INDEMNIFICATION. Client agrees to indemnify and hold DataProse and its affiliates, and their respective officers, directors, employees, consultants, partners, shareholders, members and contractors harmless for any and all claims, actions, damages, costs (including, without limitation, attorneys' fees), injuries or liabilities from any person, firm, or entity whatsoever that may arise in connection with (a) the data, reports or other documentation supplied by Client in connection with this Agreement or the Goods and Services or (b) Client's gross negligence or willful misconduct.

ARTICLE 9 WARRANTIES. DataProse shall provide all Goods and Services in a good and first class workmanlike manner in accordance with the terms specifically set forth in Schedule 1.0. The parties' obligations under this Schedule specifically include the warranty that the Goods and Services are provided to Client and is in lieu of all other warranties, written or oral, statutory, express or implied, including, without limitation, the warranties of merchantability and the warranty of fitness for particular purpose. Except with express and specific statements in this Section 10, DATAPROSE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARD TO THE GOODS AND SERVICES, AND SUCH GOODS AND SERVICES WILL BE DELIVERED AND PERFORMED "AS IS" AND "WITH ALL FAULTS".

ARTICLE 10 LIMITATION OF LIABILITY. The liability of DataProse with respect to any failure to provide the Goods and Services as required under this Agreement shall in each case be limited to the compensation paid to DataProse for the defective Goods and Services. DataProse IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT OR INCOME, even if DataProse has been advised of the possibility of such loss or damage. This provision shall not be affected by the agreement of DataProse to agree to or settle any claim, action or proceeding on its own right to recover consequential damages as a part of its bargain with DataProse. Client acknowledges what DataProse charges for its Goods and Services would be higher if DataProse were required to bear responsibility for Client's damages.

ARTICLE 11 GOVERNING LAW. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the state of Oklahoma to the exclusion of its conflict of laws provision.
ARTICLE 12  **SEVERABILITY.** If a court holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

ARTICLE 13  **WAIVER; MODIFICATION OF AGREEMENT.** No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver of either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

ARTICLE 14  **NOTICE.** All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight delivery service or by electronic mail. Mailed notices will be effective on the third day after mailing. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party. Addresses for purpose of giving notice are as follows:

**If to DataProse:**

DataProse  
1122 W. Bethel Road  
Coppell, TX 75019  
Attention: COO

**If to Client:**

City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
Attention: City Clerk

ARTICLE 15  **ENTIRE AGREEMENT.** This Agreement and its exhibits constitute the final, complete, and exclusive statement of the terms of the Agreement between the parties pertaining to the production of goods and services for Client by DataProse, and supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

ARTICLE 16  **ATTORNEY FEES.** In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witness, travel, etc., and reasonable attorney fees to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorney fees on appeal, if any.

ARTICLE 17  **INTER-LOCAL AGREEMENT - Inter-local contracts in Oklahoma are authorized by the Oklahoma Inter-local Cooperation Act, State of Oklahoma Statutes, Title 74 State Government, Chapter 31, Section 74-1004. Any power or powers, privileges or authority exercised and enjoyed jointly with any other public agency of this state, and jointly with any other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this act upon the public agency.**

ARTICLE 18  **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, provided that, neither party shall not be permitted to assign its rights or obligations under this Agreement without the express written consent of the other party. Any such assignment in violation of the foregoing sentence shall be null and void.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed to be effective as of the Effective Date.

**By:**  
**COO**  
Date: 8/13/14

**By:**  
**Mayor**  
Date: 8-12-14
### Schedule 1.0 — Fees for Goods & Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Package (includes data processing &amp; simplex, laser imaging, 8.5x11 white paper, preprinted 2 colors front/1 color back, perforated at 3.5&quot; from bottom, #10 window OE, 8.5x8 single window RE, folding, inserting, presorting and delivery to USPS)</td>
<td>$0.082</td>
</tr>
<tr>
<td>Search &amp; ViewBill (includes 12 months storage)</td>
<td>$0.015</td>
</tr>
<tr>
<td>NCODLink — Automated address update service (optional)</td>
<td>$0.50</td>
</tr>
<tr>
<td>Search &amp; ViewBill Transmission Fee (CD or FTP — Shipping will be charged separately)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Additional impressions R&amp;W</td>
<td>$0.03</td>
</tr>
<tr>
<td>Additional impressions 2 color/Up to Full color</td>
<td>$0.05</td>
</tr>
<tr>
<td>Single color overlay (red, green, etc.) if applicable</td>
<td>$0.01</td>
</tr>
<tr>
<td>Bill Suppression (data processing only — Group Y &amp; Z)</td>
<td>$0.20</td>
</tr>
<tr>
<td>Oversize Surcharge (6-89 page bills — Group G)</td>
<td>$0.50</td>
</tr>
<tr>
<td>Oversize Surcharge (100+ page bills — Group D &amp; E)</td>
<td>$0.015</td>
</tr>
<tr>
<td>Additional Inserts (inserting fee / above and beyond what is included in the Bill Package)</td>
<td>$0.005</td>
</tr>
<tr>
<td>Offline Folding (As requested)</td>
<td>N/C</td>
</tr>
<tr>
<td>Basic Set up Fee (Standard Format and Reports)</td>
<td>$125.00</td>
</tr>
<tr>
<td>Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic &amp; insert/forms composition)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Minimum Daily Processing/Production Fee</td>
<td>0.381</td>
</tr>
</tbody>
</table>

### Schedule 2.0 — Postage Escrow

Postage Escrow (Based on two (2) months estimated volume — 42,000 statements x $0.381)

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postage Escrow</td>
<td>$16,002</td>
</tr>
</tbody>
</table>

### Schedule 3.0 — Performance Guarantee

If the City's approved data file is received by DataProse by 11:00 AM CST, we guarantee same day delivery to the US Postal Service. For all processing DataProse will deliver Client's bills and notices within an average of 24 hours from the applicable Determination Date (defined below). Such average time period will be determined by measuring the number of elapsed business days between each respective Determination Date and the date which 95% or more of the Client's bills were mailed for consecutive three (3) month period or a minimum of six (6) production cycles.

#### Schedule 3.1 — Determination Date

The "Determination Date" is the date which data is received via electronic transmission if prior to 12:00 PM (Noon), Central Time. If data is received after 12:00 PM (Noon), Central Time, the Determination Date is the business day immediately following the date data is received. If data is received on a non-business day (weekend or national holiday) the Determination Date will be the next consecutive business day.

#### Schedule 3.2 — Approval and/or Business Rule Exception

If an Approval has been required by Client and defined in the business rules for each production run, then the Determination Date will be set by the date and time of the Approval instead of the receipt of data as defined above. As to any production run, the Performance Guarantee will not apply if Client has not provided all data and documentation necessary (as dictated by required business rules) to permit DataProse to produce the bills in a timely manner, or if Client fails to approve or report required changes to DATAPROSE in order to complete the work in a timely manner.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impression</td>
<td>Laser Imaging of one side of one piece of paper. Each physical piece of paper can contain two (2) impressions.</td>
</tr>
<tr>
<td>USPS</td>
<td>United States Postal Service</td>
</tr>
<tr>
<td>Laser Imaging</td>
<td>The process where the application of dry toner (ink) is electrostatically applied and bonded to a piece of paper.</td>
</tr>
<tr>
<td>Simplex</td>
<td>Laser Imaging of one (1) side of a piece of paper only.</td>
</tr>
<tr>
<td>Duplex</td>
<td>Laser Imaging of both (2) sides of a piece of paper.</td>
</tr>
<tr>
<td>OE</td>
<td>Outer Envelope — This envelope is used as the carrier mechanism for all information contained in a package to be mailed.</td>
</tr>
<tr>
<td>RE</td>
<td>Reply Envelope — This envelope is usually utilized by a customer to return information/payment requested by an organization.</td>
</tr>
<tr>
<td>Presorting</td>
<td>The act of organizing mail according to the rules and regulations defined by the USPS in order to achieve lower postage rates and increase deliverability of mail.</td>
</tr>
<tr>
<td>Business Day</td>
<td>Any day in which the USPS as well as the U.S. Federal Reserve are open for business.</td>
</tr>
<tr>
<td>U.S. federal holiday</td>
<td>All Holidays as defined by the U.S. Federal Reserve.</td>
</tr>
<tr>
<td>24x7</td>
<td>24 hours a day, 7 days a week.</td>
</tr>
<tr>
<td>Additional Inserts</td>
<td>Any item requested to be placed into the mail container above and beyond (a) the bill and (b) the RE.</td>
</tr>
<tr>
<td>Container</td>
<td>One complete piece of mail packaged into one OE.</td>
</tr>
<tr>
<td>Electronic Transmission</td>
<td>The act of sending data via DataProse online utility, FTP or Modem.</td>
</tr>
<tr>
<td>Bill</td>
<td>Data and other information pertaining to one (1) account number and usually in reference to one customer.</td>
</tr>
<tr>
<td>Group</td>
<td>The term used by DataProse to define how bills are gathered &amp; produced in order to maximize production capabilities. These groups are defined as follows: Group A - 1 ounce bills Group B - 2 ounce bills Group C - 8-99 page bills Group D - 100-499 page bills Group E - 500+ page bills Group I - International bills Group P - Pull bills (Pulled and returned to PM [What is &quot;PM&quot;? for further action]) Group X - Hold bills (combined and sent back to Client) Group Y - Online only bills (Suppress from print only) Group Z - Suppress all</td>
</tr>
<tr>
<td>Suppress or Suppression</td>
<td>The act of excluding records or bills (based on Client defined criteria) that have been received in the input data stream received from the Client.</td>
</tr>
</tbody>
</table>
8.0 Invitation for Sealed Bids

CITY OF MIDWEST CITY
100 N. MIDWEST BLVD
MIDWEST CITY, OK 73110

Write legibly in ink or use typewriter. Please see instructions on next page.

Published in: Midwest City Beacon
Date Advertised: July 18, 2014

Utility Bill – Forms, Printing and Mailing Services

Note: A bid bond is not required for this agreement.

Bids must be in the Office of the City Clerk by: July 29, 2014, no later than 10:00 A.M.
IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forms:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#10 Envelope</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>#8 5/8 Envelope</td>
<td>1</td>
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<tr>
<td>Letter Size Bill (min 20# paper)</td>
<td>1</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>All-In Base Container Price</td>
<td></td>
<td>$0.082</td>
<td></td>
</tr>
<tr>
<td>Printing for additional sheet up to B&amp;W</td>
<td>1</td>
<td>$0.03</td>
<td>XXXXXX</td>
</tr>
<tr>
<td>Printing for additional sheet up to 1 color</td>
<td>1</td>
<td>$0.03</td>
<td>XXXXXX</td>
</tr>
<tr>
<td>Printing for additional sheet up to 2 color</td>
<td>1</td>
<td>$0.05</td>
<td>XXXXXX</td>
</tr>
<tr>
<td>Printing for additional sheet up to full color</td>
<td>1</td>
<td>$0.05</td>
<td>XXXXXX</td>
</tr>
<tr>
<td>Printing, folding services</td>
<td>1</td>
<td>Inc.</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Base container only</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postage (include delivery to post office)</td>
<td>1</td>
<td>$0.381</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Actual postage will apply</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total per mailed piece based on data</td>
<td>1</td>
<td>$0.463</td>
<td></td>
</tr>
</tbody>
</table>

**All pricing is based on 8.5 x 11 sheet, standard stock**
Supplemental Pricing Requested

1.3.20 Return mail must be returned to the Selected Provider’s location and a report detailing the items returned must be provided to the City on no less than a once a week basis.

- Return Mail Solution
  - 0-200 pieces of returned mail - $50
  - 201-400 pieces of returned mail - $100
  - 500+ pieces returned mail - $250

Plus any applicable shipping/freight.

1.3.22 The Selected Service Provider must be able to provide production and IMB mail tracking capability to the City. These services must be available through an online portal with twenty-four (24) hour and seven (7) day a week access.

“DP/MailTrace”: As a full-service IMB provider with the USPS, DataProse can provide all clients with the ability to trace all outbound as well as incoming mail via the USPS. Outbound mail is tracked from the point of delivery to the point at which every piece of mail is put out for local delivery at its destination. This tracking is performed by retaining all scanning information as it is performed by the USPS and retained by DataProse.

- DP/MailTrace pricing
  - Annual license fee - $1500
  - Monthly service fee - $100

Location of primary facility – 1122 W. Bethel Rd. Coppell, Texas 75019

Location of secondary facility in case of disaster – 2001 Cabot Place, Oxnard, CA 93030
THE CITY OF MIDWEST CITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with the terms set out in "Agreement by Bidder."

DELIVERY WILL BE MADE IN As stated in RFP DAYS OR LESS FROM DATE OF ORDER.
DATED THIS

28th DAY OF July, 2014

FOR THE FIRM DataProse BY
ADDRESS: 1122 W. Bethel Rd. Coppell, Texas 75019 TITLE C.E.O.

Accepted by the City Council this 12th day of August, 2014

City Clerk

Approved as to form this 12th day of August, 2014

City Attorney
8.0 Invitation for Sealed Bids

CITY OF MIDWEST CITY
100 N. MIDWEST BLVD
MIDWEST CITY, OK 73110

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Published in: Date Advertised:
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DELIVERY WILL BE MADE IN _As stated in RFP____ DAYS OR LESS FROM DATE OF ORDER. DATED THIS______ 

28th____DAY OF July__________, 2014____

W. k. Murray

FOR THE FIRM DataProse____________________BY

ADDRESS: 1122 W. Bethel Rd. Coppell, Texas 75019 TITLE____C.E.O.

Accepted by the City Council this 12th day of August____, 2014.

Rhonda Atkins
City Clerk

Approved as to form this 12th day of August____, 2014.

Sylvia Miller
City Attorney
This Production Agreement ("Agreement") is made and entered into by and between DataProse LLC, a Texas limited liability company ("DataProse"), and the City of Midland, organized under the laws of Oklahoma ("Client"). The effective date of this Agreement is the date last signed below ("Effective Date"). In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

ARTICLE 1 SCOPe OF PRODUCTION AGREEMENT. DataProse agrees to provide to Client goods and/or services as described in Schedule 1.0 (the "Goods and Services"). During the term of this Agreement, the Client agrees to furnish data and documentation for, and DataProse agrees to produce a minimum monthly quantity of 20,000 statements ("Minimum Commitment"), based upon the rates and terms provided herein. In the event that the Client does not fulfill the Minimum Commitment, then Client shall pay to DataProse a minimum processing fee ("Minimum Processing Fee") in an amount that shall be calculated based upon the Minimum Commitment and the rates and terms provided herein.

ARTICLE 2 COMPENSATION. In full and complete compensation for all Goods and Services provided by DataProse hereunder, Client agrees to pay DataProse according to rates set forth in Schedule 1.0. DataProse will provide an invoice to Client after each production run consisting of the fees, as outlined in Schedule 1.0 and postage used. Invoices are due upon receipt and will be considered past due if not paid within 30 days. A monthly late charge will be assessed on invoices not paid within thirty (30) days. The rate of any price increase shall not exceed the rate charged by the postal authorities or the Consumer Price Index at the completion of any Pricing Period. The notice of any price change to Client will be made in writing at least 60 days before the end of the term to allow the Client time to request an appropriation of funds. In the event Client cancels this Agreement, then payment for all Goods and Services delivered and/or rendered between the cancellation notice date and the effective date of the cancellation shall be due concurrently upon delivery and/or rendering of such Goods and Services. The compensation payable to DataProse under this Agreement is subject to appropriation of funds; the completion date of Client's appropriation cycle is June 30 each year.

ARTICLE 3 TERM. The initial term of this Agreement shall commence as of the Effective Date, and shall continue for a period of not less than three (3) years, ending on the third anniversary of the initial production run, unless terminated earlier in accordance with provisions found elsewhere in this Agreement. This Agreement shall renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other at the end of the initial term or at the end of any succeeding one (1) year term.

ARTICLE 4 POSTAGE. Client must maintain a postage escrow account in connection with this Agreement. Client shall deposit in advance with DataProse the initial sum specified on Schedule 2.0 as the postage escrow. The amount required to be maintained in escrow with DataProse may be changed by DataProse on a periodic basis due to changes in Client's volume, postage usage, postal rates or payment history. Client shall be notified in writing and in advance if the postal escrow amount is changed. Upon termination of this Agreement, DataProse shall return the remaining, unused postage escrow amount to Client after payment for all Goods and Services and postage has been paid by Client. If this Agreement is terminated due to default of Client, DataProse may apply any of Client's funds to meet any sums owed by Client to DataProse upon termination of this Agreement. If Client fails to maintain the postage escrow account at the required levels, or if Client fails to maintain current status of all invoices as described in Article 2, or fails to notify DataProse that funds have been appropriated to meet Client's obligations under this agreement, DataProse may immediately suspend its performance under this agreement and will hold Client's materials until the required postage escrow amount is received.

ARTICLE 5 TERMINATION. Client or DataProse may terminate this Agreement for an event of default committed by the other party and defined below if such default remains uncured (30) thirty days after written notice of the default from the party declaring the default has been received by the other party in accordance with Article 15.

(1) Failure of Client to pay for all Goods and Services when due in accordance with the terms of this Agreement. In addition to other remedies provided by this Agreement and pursuant to law, DataProse has the right to withhold production and mailing of any further production cycles until Client's account is brought current.

(2) Any other breach by Client or DataProse of a term or condition of this Agreement.

(3) Non-Appropriation of funds.

If DataProse terminates this Agreement due to Client's default or the Client terminates this Agreement within the first year for any reason other than those specified in Article 3 or this Article 6, Client agrees that it shall reimburse DataProse for the actual cost incurred in setting up the various documents and reports pertaining specifically to providing Client with the Goods and Services. Any monthly invoices that are unpaid by the Client at the time of such termination and any client-approved statement materials held in DataProse inventory shall be paid in full.

ARTICLE 6 FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake or other act of God; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money on a day-to-day basis for past due amounts) and the other party shall otherwise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with.

ARTICLE 7 CONFIDENTIALITY. Each party agrees that any and all data, reports and documentation supplied by the disclosing party or its affiliates or third parties on disclosing party's behalf, which are confidential shall be, subject only to the disclosure required for the performance of receiving party's obligations hereunder, held in strict confidence and shall not be disclosed or otherwise disseminated by receiving party without the consent of disclosing party, except as required by applicable law, regulation or legal proceeding.

ARTICLE 8 INDEMNIFICATION. Client agrees to indemnify and hold DataProse and its affiliates, and their respective officers, directors, employees, consultants, partners, shareholders, members and contractors harmless for any and all claims, actions, damages, costs (including, without limitation, attorneys' fees), injuries or liabilities from any person, firm, or entity whatsoever that may arise in connection with (a) the data, reports or other documentation supplied by Client in connection with this Agreement or the Goods and Services or (b) Client's gross negligence or willful misconduct.

ARTICLE 9 WARRANTIES. DataProse shall provide all Goods and Services in a good and first class workmanlike manner in accordance with the terms specifically set forth in Schedule 1.0. The parties hereto agree that this Agreement is only for the Goods and Services. This warranty constitutes the only warranty with respect to the Goods and Services to be provided to Client and in lieu of all other warranties, written or oral, statutory, express or implied, including, without limitation, the warranties of merchantability and the warranty of fitness for particular purpose. Except as expressly set forth in this Section 10, DATAPROSE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE GOODS AND SERVICES, AND SUCH GOODS AND SERVICES WILL BE DELIVERED AND PERFORMED "AS IS" AND "WITH ALL FAULTS".

ARTICLE 10 LIMITATION OF LIABILITY. The liability of DataProse with respect to any failure to provide the Goods and Services as required under this Agreement shall in each case be limited to the compensation paid to DataProse for the defective Goods and Services. DataProse IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT OR INCOME, even if DataProse has been advised of the possibility of such loss or damage. This provision will not be affected by DataProse's failure to correct any defect or replace any defective work product to Client's satisfaction. Client has accepted this limitation on its right to recover consequential damages as a part of its bargain with DataProse. Client acknowledges that DataProse charges for its Goods and Services would be higher if DataProse were required to bear responsibility for Client's damages.

ARTICLE 11 GOVERNING LAW. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the state of Oklahoma to the exclusion of its conflict of laws provision.
ARTICLE 12  **SEVERABILITY.** If a court holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

ARTICLE 13  **WAIVER; MODIFICATION OF AGREEMENT.** No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

ARTICLE 14  **NOTICE.** All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight delivery service or by electronic mail. Mailed notices will be effective on the third day after mailing. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party. Addresses for purpose of giving notice are as follows:

**If to DataProse:**
DataProse  
1122 W. Bethel Road  
Coppell, TX 75019  
Attention: COO

**If to Client:**
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
Attention: City Clerk

ARTICLE 15  **ENTIRE AGREEMENT.** This Agreement and its exhibits constitute the final, complete, and exclusive statement of the terms of the Agreement between the parties pertaining to the production of goods and services for Client by DataProse, and supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

ARTICLE 16  **ATTORNEY FEES.** In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to telephone calls, photocopies, expert witness, travel, etc., and reasonable attorney fees to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorney fees on appeal, if any.

ARTICLE 17  **INTER-LOCAL AGREEMENT—** Inter-local contracts in Oklahoma are authorized by the Oklahoma Inter-local Cooperation Act, State of Oklahoma Statutes, Title 74 State Government, Chapter 31, Section 74-1004. Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state, and jointly with any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this act upon the public agency.

ARTICLE 18  **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, provided that, neither party shall not be permitted to assign its rights or obligations under this Agreement without the express written consent of the other party. Any such assignment in violation of the foregoing sentence shall be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the Effective Date.

DataProse  
By:  
COO  
Date: 8/13/14

Client:  
By:  
Title: Mayor  
Date: 8-12-14
Schedule 1.0—Fees for Goods & Services

Bill Package (Includes: data processing & simplex, laser imaging, 8.5x11 white paper, preprinted 2 colors front/1 color back, perforated at 3.5” from bottom, #10 window OE, 8 5/8 single window RE, folding, inserting, presorting and delivery to USPS) $0.062 Per Bill or Notice

- Search & View Bill (includes 12 months storage) $0.015 Per Bill
- NCOALink—Automated address update service (optional) $0.50 Per Address Correction
- Search & View Bill Transmission Fee (CD or FTP—Shipping will be charged separately) $100.00 Per Month
- Additional Impressions B&W $0.03 Per Impression
- Additional Impressions 2 color/Up to Full color $0.05 Per Impression
- Single color overlay (red, green, etc.)—If applicable $0.01 Per Impression
- Bill Suppression (data processing only—Group Y & Z) 0.05 Per Bill
- Oversize Surcharge (8-99 page bills—Group C) $0.20 Per Bill
- Oversize Surcharge (100+ page bills—Group D & E) $4.00 Per Bill
- Additional Inserts (Inserting fee/above and beyond what is included in the Bill Package) $0.015 Per Insert
- Offline Folding (As requested) $0.005 Per Piece
- Basic Set up Fee (Standard Format and Reports) N/C One Time
- Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition) $125.00 Per Hour
- Freight, Courier & Air Delivery Cost Per Request
- Minimum Daily Processing/Production Fee $75.00 Per Day
- Postage (1 oz.) 0.381 Per Bill

Schedule 2.0—Postage Escrow

Postage Escrow (Based on two (2) months estimated volume—42,000 statements x $0.381) $16,002 (2 months @ .381)

Schedule 3.0—Performance Guarantee

If the City’s approved data file is received by DataProse by 11:00 AM CST, we guarantee same day delivery to the US Postal Service. For all processing DataProse will deliver Client’s bills and notices within an average of 24 hours from the applicable Determination Date (defined below). Such average time period will be determined by measuring the number of elapsed business days between each respective Determination Date and the date which 95% or more of the Client’s bills were mailed for consecutive three (3) month period or a minimum of six (6) production cycles.

Schedule 3.1—Determination Date

The “Determination Date” is the date which data is received via electronic transmission if prior to 12:00 PM (Noon), Central Time. If data is received after 12:00 PM (Noon), Central Time, the “Determination Date” is the business day immediately following the date data is received. If data is received on a non-business day (weekend or national holiday) the “Determination Date” will be the next consecutive business day.

Schedule 3.2—Approval and/or Business Rule Exception

If an Approval has been required by Client and defined in the business rules for each production run, then the Determination Date will be set by the date and time of the Approval instead of the receipt of data as defined above. As to any production run, the Performance Guarantee will not apply if Client has not provided all data and documentation necessary (as dictated by required business rules) to permit DataProse to produce the bills in a timely manner, or if Client fails to approve or report required changes to DATAPROSE in order to complete the work in a timely manner.
## Glossary of Terms

<table>
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<th>Term</th>
<th>Definition</th>
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<td>Impression</td>
<td>Laser Imaging of one side of one piece of paper. Each physical piece of paper can contain two (2) impressions.</td>
</tr>
<tr>
<td>USPS</td>
<td>United States Postal Service</td>
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<tr>
<td>Laser Imaging</td>
<td>The process where the application of dry toner (ink) is electrostatically applied and bonded to a piece of paper.</td>
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<td>Simplex</td>
<td>Laser Imaging of one (1) side of a piece of paper only.</td>
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<td>Presorting</td>
<td>The act of organizing mail according to the rules and regulations defined by the USPS in order to achieve lower postage rates and increase deliverability of mail.</td>
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<td>U.S. federal holiday</td>
<td>All Holidays as defined by the U.S. Federal Reserve.</td>
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<td>24x7</td>
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<td>Additional Inserts</td>
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</tr>
<tr>
<td>Suppress or Suppression</td>
<td>The act of excluding records or bills (based on Client defined criteria) that have been received in the input data stream received from the Client</td>
</tr>
</tbody>
</table>
## Utility Bill – Forms, Printing and Mailing Services

Note: A bid bond is not required for this agreement.

Bids must be in the Office of the City Clerk by: July 29, 2014, no later than 10:00 A.M.

**IMPORTANT:** Bid envelope must indicate bid item enclosed and date of bid opening.

### Description | Quantity | Unit Price | Total
--- | --- | --- | ---
Forms:  
#10 Envelope | 1 | Included |
#8 5/8 Envelope | 1 | Included |
Letter Size Bill (min 20# paper) | 1 | Included |
All-In Base Container Price |  | $0.082 |

Printing for additional sheet up to B&W | 1 | $0.03 | XXXXXXXX
Printing for additional sheet up to 1 color | 1 | $0.03 | XXXXXXXX
Printing for additional sheet up to 2 color | 1 | $0.05 | XXXXXXXX
Printing for additional sheet up to full color | 1 | $0.05 | XXXXXXXX
Printing, folding services  
**Base container only** | Inc. | Included |
Postage (include delivery to post office)  
**Actual postage will apply** | 1 | $0.381 | Included |
Total per mailed piece based on data | 1 | $0.463 |

**All pricing is based on 8.5 x 11 sheet, standard stock**
Supplemental Pricing Requested

1.3.20 Return mail must be returned to the Selected Provider’s location and a report detailing the items returned must be provided to the City on no less than a once a week basis.

Return Mail Solution
- 0-200 pieces of returned mail - $50
- 201-400 pieces of returned mail - $100
- 500+ pieces returned mail - $250

Plus any applicable shipping/freight.

1.3.22 The Selected Service Provider must be able to provide production and IMB mail tracking capability to the City. These services must be available through an online portal with twenty-four (24) hour and seven (7) day a week access.

“DP/MailTrace”: As a full-service IMB provider with the USPS, DataProse can provide all clients with the ability to trace all outbound as well as incoming mail via the USPS. Outbound mail is tracked from the point of delivery to the point at which every piece of mail is put out for local delivery at its destination. This tracking is performed by retaining all scanning information as it is performed by the USPS and retained by DataProse.

DP/MailTrace pricing
- Annual license fee - $1500
- Monthly service fee - $100

Location of primary facility – 1122 W. Bethel Rd. Coppell, Texas 75019
Location of secondary facility in case of disaster – 2001 Cabot Place, Oxnard, CA 93030
THE CITY OF MIDWEST CITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND
FEDERAL EXCISE TAX.

I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from
the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with
the terms set out in "Agreement by Bidder."

DELIVERY WILL BE MADE IN _As stated in RFP_____ DAYS OR LESS FROM DATE OF ORDER.
DATED THIS

_28th_____DAY OF ___July______________, 2014___.

FOR THE FIRM DataProse__________________________ BY

ADDRESS: 1122 W. Bethel Rd. Coppell, Texas 75019 TITLE__________ C.E.O.

Accepted by the City Council this 12th day of _August_ , 2014.

City Clerk

Approved as to form this 12th day of _August_ , 2014.

City Attorney
8.0 Invitation for Sealed Bids

CITY OF MIDWEST CITY
100 N. MIDWEST BLVD
MIDWEST CITY, OK 73110

Write legibly in ink or use typewriter. Please see instructions on next page.

Published in:               Date Advertised:
Midwest City Beacon                July 18, 2014

Utility Bill – Forms, Printing and Mailing Services

Note: A bid bond is not required for this agreement.

Bids must be in the Office of the City Clerk by: July 29, 2014, no later than 10:00 A.M.
IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forms:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#10 Envelope</td>
<td>1</td>
<td></td>
<td>Included</td>
</tr>
<tr>
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<td>1</td>
<td></td>
<td>Included</td>
</tr>
<tr>
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<td>Included</td>
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<td><strong>All-In Base Container Price</strong></td>
<td></td>
<td><strong>$0.082</strong></td>
<td></td>
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<td>Printing for additional sheet up to B&amp;W</td>
<td>1</td>
<td><strong>$0.03</strong></td>
<td>XXXXXXXX</td>
</tr>
<tr>
<td>Printing for additional sheet up to 1 color</td>
<td>1</td>
<td><strong>$0.03</strong></td>
<td>XXXXXXXX</td>
</tr>
<tr>
<td>Printing for additional sheet up to 2 color</td>
<td>1</td>
<td><strong>$0.05</strong></td>
<td>XXXXXXXX</td>
</tr>
<tr>
<td>Printing for additional sheet up to full color</td>
<td>1</td>
<td><strong>$0.05</strong></td>
<td>XXXXXXXX</td>
</tr>
<tr>
<td>Printing, folding services</td>
<td>1</td>
<td>Inc.</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Base container only</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>Total per mailed piece based on data</td>
<td>1</td>
<td><strong>$0.463</strong></td>
<td></td>
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</tbody>
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Location of secondary facility in case of disaster – 2001 Cabot Place, Oxnard, CA 93030
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I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with the terms set out in "Agreement by Bidder."

DELIVERY WILL BE MADE IN As stated in RFP DAYS OR LESS FROM DATE OF ORDER.
DATED THIS

____28th____DAY OF __July______________, 2014____

FOR THE FIRM DataProse______________________BY

ADDRESS: 1122 W. Bethel Rd. Coppell, Texas 75019 TITLE_______C.E.O.________

Accepted by the City Council this 12th day of August, 2014

Rhonda Atkins
City Clerk

Approved as to form this 12th day of August, 2014

Catherine Baker
City Attorney
THIS AGREEMENT ("Agreement") is entered into as of October 1, 2012 ("Effective Date") by and between STAPLES CONTRACT & COMMERICAL, INC., a Delaware corporation, operating as Staples Advantage ("Supplier"), and CITY OF MIDWEST CITY, an Oklahoma municipal corporation ("Buyer"), and consists of these terms and conditions, and all other documents attached hereto.

1. **Products and Services.** Buyer may purchase office products and services from Supplier in the United States of America in accordance with the terms herein.

2. **Term and Termination.** The "Term" of this Agreement shall extend until June 30, 2013. Either party shall have the right to terminate this Agreement, for any reason, upon thirty (30) calendar days' prior written notice to the other party. Without termination, the Agreement will be automatically renewed annually on July 1st of each subsequent year for an additional 1 year period.

3. **Standard Delivery.** Supplier shall use commercially reasonable efforts to ship products ordered by Buyer before 5:00 p.m. local time within one (1) business day after acceptance of a purchase order, except for special order or backordered products. In the event a product is backordered or shipment is delayed for any reason, Buyer will be notified of such delay and Supplier shall use commercially reasonable efforts to deliver the delayed product as promptly as commercially practicable. Supplier will treat any such delayed order as active unless Buyer contacts Supplier and provides other instructions. Supplier's standard shipments shall be F.O.B. Buyer's location in the forty-eight (48) contiguous United States. Additional freight charges may apply for desk-top delivery, special delivery, rush or special order products.

4. **Title, Risk of Loss and Warranty.** Title and risk of loss in connection with the products shall pass to Buyer at the time the products are delivered to Buyer. Supplier warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all products sold to Buyer in lieu of any other express or implied warranties from Supplier. SUPPLIER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

5. **Returns.** Supplier will accept returns in accordance with the terms and conditions of Supplier's then current return policy posted on www.staplesadvantage.com (a copy of which shall be made available to Buyer upon request).

6. **Invoicing and Payment.** Supplier shall invoice Buyer by weekly summary billing. Buyer will remit all invoice payments to Supplier within thirty (30) calendar days from receipt of invoice.

7. **Confidentiality.** The parties agree not to disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, such confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information, whether or not marked or labeled as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures.

8. **Indemnification.** Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or breach of any representation, warranty, covenant or obligation under this Agreement. The Indemnified Party agrees to (a) notify the Indemnifying Party promptly in writing of such action (b) give the Indemnifying Party sole control of the defense and settlement of such action, and (c) provide the Indemnifying Party all reasonable information and assistance requested.

9. **Limitation of Liability.** Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. The foregoing limitations shall not be deemed to limit either party's indemnification or confidentiality obligations hereunder.

10. **Force Majeure.** Neither party shall be liable for any delay in or impairment of performance resulting in whole or in part from any unforeseen circumstances or causes beyond its control, excluding payment obligations.
11. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, provided however that Supplier may assign this Agreement to any affiliate of Supplier.

12. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oklahoma, excluding its conflicts of law provisions.

13. **Miscellaneous.** This Agreement contains the entire agreement between the parties as it specifically pertains to the subject matter contained herein. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. All purchase orders submitted to Supplier for products shall be governed by the terms herein, and in the event of any conflict, this Agreement shall supersede. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. Unless otherwise provided herein, the rights and obligations of any party which by their nature extend beyond the expiration or termination of this Agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

14. **Additional Provisions.** Supplier reserves the right not to sell any product below its product cost. Additional provisions to this Agreement, if any, are included on the following page.

---

**CITY OF MIDWEST CITY**

By its authorized agent: 

(Signature)

Name: Lynn Jack Fry, Jr

Title: Mayor

Date: September 25, 2012

**STAPLES CONTRACT & COMMERCIAL, INC.**

By its authorized agent: 

(Signature)

Name: Mike Sheline

Title: Business Development Consultant

Date: September 20, 2012

**Address for Notices:**

CITY OF MIDWEST CITY

City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110
ATTN: City Clerk
Telephone: (405) 739-1240
Facsimile: (405) 869-8655
Email: ratkins@midwestcityok.org
with a copy to: agriffin@midwestcityok.org

STAPLES CONTRACT & COMMERCIAL, INC.

5100 N. Brookline Avenue, Suite 575
Oklahoma City, OK 73112
ATTN: Judy Archer, Account Manager
Telephone: (405) 943-6322
Facsimile: (405) 943-6375
Email: judy.archer@staples.com
with a copy to: mike.sheline@staples.com
ADDITIONAL PROVISIONS

1. Supplier has predicated its pricing on Buyer’s stated annual purchase volume of $60,000 ("Estimated Purchase Volume"). If after the first one hundred twenty (120) calendar days of the Term, Buyer’s Net Sales (defined below) materially fall below the Estimated Purchase Volume based upon an annualized run rate, Supplier may adjust product pricing and/or Incentives to a level commensurate with Buyer’s actual Net Sales.

2. Net Sales shall mean: The gross sales price of the products sold by Supplier to Buyer, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid.

3. The Staples Advantage Account will be setup by the Supplier with NJPA (National Joint Powers Alliance) pricing for all non-core items. It does allow the Supplier to discount NJPA pricing on all core items for the Buyer’s account.

4. All rebates paid to the Buyer as a member of NJPA are per the NJPA agreement and subject to change per that NJPA agreement. Currently, the rebates are paid at 1%, if the annual Net Sales for the Buyer is $75,000 to $149,999.99. If the Buyer should have annual Net Sales over $150,000, then the rebate would be 2%. This rebate program would include all items purchased through the Staples Advantage account, including office products, facility products, breakroom products, etc.

5. Periodic Business Review Meetings will be conducted by the Supplier with the Buyer to make sure the account is being handled properly and to the satisfaction of the Buyer. During these meetings, pricing will be discussed and monitored for core and non-core items to make sure both parties are working toward gaining the best cost-savings advantages for the Buyer. A list of frequently ordered items with current pricing will be made available to the Buyer prior to the scheduled Business Review Meetings.

6. This account will be setup as “tax exempt” upon submission of required approved tax exempt documentation from the Buyer.
STAPLES ADVANTAGE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of October 1, 2012 ("Effective Date") by and between STAPLES CONTRACT & COMMERCIAL, INC., a Delaware corporation, operating as Staples Advantage ("Supplier"), and CITY OF MIDWEST CITY, an Oklahoma municipal corporation ("Buyer"), and consists of these terms and conditions, and all other documents attached hereto.

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4. Title, Risk of Loss and Warranty. Title and risk of loss in connection with the products shall pass to Buyer at the time the products are delivered to Buyer. Supplier warrants that it will provide Buyer with pass-through of all manufacturers’ warranties for all products sold to Buyer in lieu of any other express or implied warranties from Supplier. SUPPLIER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

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Title: Mayor

Date: September 25, 2012

**STAPLES CONTRACT & COMMERCIAL, INC.**

By its authorized agent:

(Signature)

Name: Mike Sheline

Title: Business Development Consultant

Date: September 20, 2012

**Address for Notices:**
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100 N. Midwest Boulevard
Midwest City, OK 73110
ATTN: City Clerk
Telephone: (405) 739-1240
Facsimile: (405) 869-8655
Email: ratkins@midwestcityok.org
with a copy to: agriffin@midwestcityok.org

**Address for Notices:**
Staples Contract & Commercial, Inc.
5100 N. Brookline Avenue, Suite 575
Oklahoma City, OK 73112
ATTN: Judy Archer, Account Manager
Telephone: (405) 943-6322
Facsimile: (405) 943-6375
Email: judy.archer@staples.com
with a copy to: mike.sheline@staples.com
ADDITIONAL PROVISIONS

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6. This account will be setup as “tax exempt” upon submission of required approved tax exempt documentation from the Buyer.
TO: Honorable Mayor and Council  
FROM: Tom Bridgett, Neighborhoods in Action Coordinator  
Date: June 25, 2019  
Subject: Discussion and consideration of approving and entering into a Lease and Operating agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. hereafter called “CAA” for FY 19-20.

The City does hereby lease to CAA office space at the premises known and designated as the City of Midwest City Neighborhoods in Action Center, located at 1124 N. Douglas Blvd., Midwest City, Oklahoma 73130.

The term of this agreement shall begin on the 1st day of July, 2019 and shall continue for (12) months. CAA will pay $950.00 each month. The City and CAA shall have the option to renew this agreement annually for five additional one-year terms beginning on July 1st of each year.

The Lease and Operating Agreement, a copy which is attached for your review, provides a comprehensive scope of terms associated with the lease of office space to CAA at the Neighborhoods in Action location.

Staff recommends approval.

[Signature]
Tom Bridgett  
Neighborhoods in Action Coordinator  

Attachment (1)
LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 25th day of June, 2019, between the City of Midwest City, hereafter called “CITY,” and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called “CAA,” who agree as follows:

CITY does hereby lease to CAA office space at the premises known and designated as the City of Midwest City Neighborhoods in Action Center, located at 1124 N. Douglas Blvd., Midwest City, Oklahoma 73130, hereinafter called the “Leased Premises.”

CAA shall have exclusive use of two (2) private offices and a waiting area, shared use of the 5500 SF facility for programming, providing services and events; shared use of the copier and fax machine; use of CITY paid utilities, internet and telephone equipment; and shared parking.

The term of this agreement shall begin on the 1st day of July, 2019 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for five additional one-year terms beginning on July 1st of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

The monthly rent shall be the sum of Nine Hundred Fifty and 00/100 Dollars ($950.00), payable to CITY at the address designated below in advance on the 1st of each calendar month throughout the term of this agreement. CITY reserves the right to renegotiate rental payments with CAA if needed, upon mutual agreement.

Rent payments shall be made payable to:

City of Midwest City
Neighborhoods in Action Center
1124 N. Douglas Blvd.
Midwest City, OK 73130

CITY shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as CITY shall deem appropriate. However, should the Leased Premises be damaged or destroyed by fire or other casualty, CITY is in no manner obligated by this agreement to repair or rebuild the Leased Premises. CAA shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

CAA shall provide CITY with an annual report, no later than July 31 of each year, detailing services provided by CAA at the Neighborhoods in Action Center and program beneficiary information in a form determined by CAA and acceptable to CITY.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.
COMMUNITY ACTION AGENCY OF OKLAHOMA CITY AND OKLAHOMA/ CANADIAN COUNTIES, INC.  
319 S.W. 25th Street  
Oklahoma City, OK 73109

By: James Sconzo, Executive Director

By: Matthew D. Dukes, II, Mayor

ATTEST:  

__________________________

Sara Hancock  
City Clerk

Approved as to form and legality, this 25th, day of June, 2019.

__________________________

Heather Poole  
City Attorney
MEMO

To: Honorable Mayor and Council
From: Mike S. Stroh, Neighborhood Services Director
Date: June 25, 2019
Subject: Discussion and consideration of accepting the Monthly Neighborhood Services report for May 2019.

In May 2019, the Code Enforcement Division had a total of seven officers for the month. City Clerk’s Code Officer was included in these numbers. Together they opened 923 new cases, cleared 735 cases, contracted 56 properties, and wrote 29 new citations. This makes 3,458 cases for the year and we currently have 1,046 open cases. Last year we had nine officers working.

Here is a breakdown of all the violations worked for the month.

<table>
<thead>
<tr>
<th>Violation</th>
<th>May 2018</th>
<th>Total 2018</th>
<th>May 2019</th>
<th>Total 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tall Grass &amp; Weeds</td>
<td>578</td>
<td>672</td>
<td>418</td>
<td>679</td>
</tr>
<tr>
<td>Rubbish</td>
<td>109</td>
<td>331</td>
<td>84</td>
<td>412</td>
</tr>
<tr>
<td>Trash &amp; Debris</td>
<td>225</td>
<td>875</td>
<td>147</td>
<td>736</td>
</tr>
<tr>
<td>Other Nuisance</td>
<td>120</td>
<td>730</td>
<td>145</td>
<td>649</td>
</tr>
<tr>
<td>Structures</td>
<td>151</td>
<td>553</td>
<td>78</td>
<td>526</td>
</tr>
<tr>
<td>Vehicles</td>
<td>64</td>
<td>300</td>
<td>51</td>
<td>276</td>
</tr>
</tbody>
</table>

This shows a comparison between 2018 and 2019 of the total cases worked by each ward.

<table>
<thead>
<tr>
<th>Ward</th>
<th>May 2018</th>
<th>Total 2018</th>
<th>May 2019</th>
<th>Total 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ward 1</td>
<td>385</td>
<td>1,154</td>
<td>166</td>
<td>1,003</td>
</tr>
<tr>
<td>Ward 2</td>
<td>155</td>
<td>351</td>
<td>186</td>
<td>530</td>
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<tr>
<td>Ward 3</td>
<td>277</td>
<td>605</td>
<td>213</td>
<td>731</td>
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<tr>
<td>Ward 4</td>
<td>88</td>
<td>296</td>
<td>82</td>
<td>262</td>
</tr>
<tr>
<td>Ward 5</td>
<td>274</td>
<td>718</td>
<td>176</td>
<td>618</td>
</tr>
<tr>
<td>Ward 6</td>
<td>130</td>
<td>418</td>
<td>100</td>
<td>314</td>
</tr>
</tbody>
</table>
For the total in the Tall Grass & Weeds we only count the one notice type.

For the total in the Rubbish we only count the one notice type.

For the total in the Trash & Debris we only count the one notice type.

For the total in the Other Nuisance we count thirty-two notice types; Alcoholic Beverages, Assistance to Another Officer, Beer License, Coin Amusement Devices, Collection/Donation Boxes-Debris, Collection/Donation Boxes-Maintenance, Collection/Donation Boxes-Registered, Computer Work, Family Amusement License, Garage Sale-Permit Required, Graffiti, Health License, Litter, Misc. Violation, Nuisance Yard, Personal Storage Units (Commercial), Personal Storage Units (Residential), PM-Sewer, PM-Utilities Required-Water, Polycarts, Pool and Billiard Halls, Sight Triangle, Solicitor-Permit Required, Sports Equipment, Temporary Signs, Thank You Cards, Trim Trees, Utilities Required-Sanitation, Zoning-Group Residential, Zoning-Merchandise For Sale, and Zoning-C-3.

For the total in the Structures we count thirteen notice types; Address Numbers, PM-Accessory Structure, PM-Blighting Influence, PM-Boarded Dwellings, PM-Condemned Structure, PM-Exterior Paint, PM-Garage Doors, PM-General Exterior, PM-Open and Unsecure, PM-Roofs & Drainage, PM-Stairways and Porches, PM-Swimming Pools, Spas & Hot Tubs, PM-Vacant (Dilapidated) Structures, and PM-Windows and Glazing.

For the total in the Vehicle we count four notice types; Commercial Soft Surface, Inoperative Vehicle, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

Mike S. Stroh, Neighborhood Services Director
TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 25, 2019

RE: Discussion and consideration of renewing the Lease and Operating Agreement with Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. for use of the Steed Head Start Center facility located at 2118 Flannery Drive for FY 19-20.

The Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. operates a Head Start Program at a city-owned building located on the campus of Steed Elementary School, serving 60 children. The attached agreement provides a one-year term beginning on July 1, 2019.

Staff recommends approval.

______________________________
Terri L. Craft
Grants Manager
LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 25th day of June, 2019, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

CITY does hereby lease to CAA, building space at the premises known and designated as the City of Midwest City Steed Head Start Center, located at 2118 Flannery Drive, Midwest City, Oklahoma 73110, hereinafter called the "Leased Premises."

CAA shall have exclusive use of the building located on the campus of the Mid Del School District's Steed Elementary School for the purpose of the Head Start Program, creating healthy development in low-income children ages three to five through education, health and social services. CAA shall repair and maintain the Leased Premises in good order and condition, to include necessary mowing and landscape maintenance. All utilities are the responsibility of CAA.

The term of this agreement shall begin on the 1st day of July, 2019 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for an additional one-year term beginning on July 1st of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

The monthly rent shall be the sum of No Dollars and 00/100 ($0.00). CITY reserves the right to renegotiate rental payments with CAA if needed, upon mutual agreement.

Contact Information:

City of Midwest City
Grants Management Department
100 N. Midwest Blvd.
Midwest City, OK 73110
Phone: (405) 739-1216
Fax: (405) 869-8636
Grants-management@midwestcityok.org

CITY shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as CITY shall deem appropriate. However, should the Leased Premises be damaged or destroyed by fire or other casualty, CITY is in no manner obligated by this agreement to repair or rebuild the Leased Premises. CAA shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

CAA shall provide CITY with an annual report, no later than July 31 of each year, detailing services provided by CAA at the Steed Head Start Center and program beneficiary information in a form determined by CAA and acceptable to CITY.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.
COMMUNITY ACTION AGENCY OF OKLAHOMA CITY AND OKLAHOMA/CANADIAN COUNTIES, INC.
319 S.W. 25th Street
Oklahoma City, OK 73109

By: James Sconzo, Executive Director

ATTEST:

By: Matthew D. Dukes II, Mayor

ATTEST:

City Clerk

Approved as to form this ___25th__ day of ______June_____________________, 2019.

Heather Poole, City Attorney
TO: Honorable Mayor and City Council
FROM: Terri L. Craft, Grants Manager
DATE: June 25, 2019
RE: Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. for use of the Dana Brown Cooper Head Start Center facility located at 9300 N.E. 10th Street for FY 19-20.

The Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. is operating a Head Start Program at the city-owned Dana Brown Cooper Head Start facility, serving 180 children. The attached agreement provides for a one-year term beginning on July 1, 2019.

Staff recommends approval.

Terri L. Craft
Grants Manager
LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the __25th__ day of ____________, June________, 2019, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

CITY does hereby lease to CAA, facility space at the premises known and designated as the City of Midwest City Dana Brown Cooper Head Start Center, located at 9300 N.E. 10th Street, Midwest City, Oklahoma 73130, hereinafter called the "Leased Premises."

CAA shall have exclusive use of the 5440 SF facility and the surrounding property also known as Lot 3 and Lot 4 in Block 1 of COUCH HEIGHTS ADDITION to Oklahoma County, Oklahoma for the purpose of the Head Start Program, creating healthy development in low-income children ages three to five through education, health and social services. CAA shall repair and maintain the Leased Premises in good order and condition, to include necessary mowing and landscape maintenance. All utilities are the responsibility of CAA.

The term of this agreement shall begin on the 1st day of July, 2019 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for an additional one-year term beginning on July 1st of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

The monthly rent shall be the sum of No Dollars and 00/100 ($0.00). CITY reserves the right to renegotiate rental payments with CAA if needed, upon mutual agreement.

Contact Information:  
City of Midwest City  
Grants Management Department  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
Phone: (405) 739-1216  
Fax: (405) 869-8636  
Grants-management@midwestcityok.org

CITY shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as CITY shall deem appropriate. However, should the Leased Premises be damaged or destroyed by fire or other casualty, CITY is in no manner obligated by this agreement to repair or rebuild the Leased Premises. CAA shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

CAA shall provide CITY with an annual report, no later than July 31 of each year, detailing services provided by CAA at the Dana Brown Cooper Head Start Center and program beneficiary information in a form determined by CAA and acceptable to CITY.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.
COMMUNITY ACTION AGENCY OF
OKLAHOMA CITY AND OKLAHOMA/
CANADIAN COUNTIES, INC.
319 S.W. 25th Street
Oklahoma City, OK 73109

By: James Sconzo, Executive Director

ATTEST:

CITY OF MIDWEST CITY
100 N. Midwest Blvd.
Midwest City, OK 73110

By: Matthew D. Dukes II, Mayor

ATTEST:

City Clerk

Approved as to form this ___25th___ day of ________June______________, 2019.

Heather Poole, City Attorney
MEMORANDUM

TO: Honorable Mayor and Council
FROM: Robert Coleman, Director of Economic Development
DATE: June 25, 2019

RE: Discussion and consideration of approving a Memorandum of Understanding with Rose State College to participate in the Small Business Development Center Consortium for the period of July 1, 2019 to June 30, 2020; and selection of Robert Coleman, Director of Economic Development, to serve as the City of Midwest City representative on the on the Rose State College SBDC Consortium.

Rose State College (RSC) is host to one of only eight U.S. Small Business Administration (“SBA”) supported Small Business Development Centers (“SBDCs”) across the state of Oklahoma, and one of only two in the Oklahoma City Metro.

The RSC SBDC provides confidential, high quality, no cost entrepreneurial and small business management advising in order to help Oklahomans start and grow businesses. Its advisor assists business owners in many areas relevant to starting and expanding their businesses including financial analysis, capital sources, industry research, international trade, market research, digital marketing and social media, management support, emergency preparedness, business survival planning, economic impact analysis, economic gardening, integrating geographic information systems and more.

Since 2014, the RSC SBDC has assisted approximately 1,500 fledgling entrepreneurs, with the greatest number being from Midwest City (86), followed by Yukon (47), Choctaw (46), Del City (44), Eastern OK County (42), and many, many others. There are a number of local storefronts that would not be filled if not for the free assistance offered by the local SBDC.

RSC has traditionally funded 50% of the total cost of operating its SBDC with the remaining costs being absorbed by the SBA. State budget cuts have continually chipped away at RSC’s resources to a point it considered downsizing or closing the SBDC office. Instead, President Webb has chosen to pursue the idea of establishing a consortium amongst cities lying within the RSC service area. A similar path has helped save the Eastern Oklahoma State College SBDC.

The proposed consortium requires the eight potential member cities to contribute $2,500 each, which, all totaled will comprise roughly ¼ of the total amount needed to keep the RSC SBDC operational. Membership benefits include a seat on an advisory board that will meet quarterly at RSC in addition to access to routine reports.
Staff recommends approval.

Robert Coleman, Director of Economic Development

Attachments: Memorandum of Understanding with RSC
MEMORANDUM OF UNDERSTANDING

Between

Rose State College in support of the
Rose State College Small Business Development Center

And

The City of Midwest City, Oklahoma (“Partner”)

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between Rose State College and aforementioned partner to support funding for the continuation and expansion of the Rose State College Small Business Development Center, a sub-center of the Oklahoma Small Business Development Center Network.

Background for MOU

The Oklahoma Small Business Development Center (OKSBDC) was established in September of 1984 and since inception has provided confidential, high quality, no cost entrepreneurial and business management advising in order to help Oklahomans start and grow businesses. The OKSBDC is committed to growing Oklahoma’s economy one small business at a time.

OKSBDC is a statewide network which assists business owners and entrepreneurs in many areas relevant to starting and expanding their businesses including financial analysis, capital sources, industry and market research, international trade, cybersecurity, technology commercialization, management support, business disruption management, and geographic information systems.

The Plan for Small Business Support

Rose State College has entered into an agreement with the Oklahoma Small Business Development Center (OKSBDC) to act as the fiscal agent for a Small Business Development Center to serve the business community primarily in Oklahoma County. The Oklahoma Small Business Development Center will provide 50% of the cost of the Rose State College SBDC to include salary and fringe of business advisors, travel and other operating expenses. The funds provided by the OKSBDC are federal funds and require and equal amount of non-federal cash match.

Rose State College is currently seeking partners to assist in funding the required match. The annual contributions are to be paid to Rose State College as the fiscal agent. Contributions will be used to leverage federal dollars with local dollars to have access to the OKSBDC state-wide network.
Length and Process of MOU

This MOU is based on this initial agreement between Rose State College and each partner. Members of the funding consortium will meet up to four times per year to assess the progress and provide input pertaining to program success. At the end of each year, a report will be provided to the consortium members by the Rose State College SBDC regarding the number of clients served and impact created as a result of the service provided.

The MOU shall become effective upon a signature by the authorized official from each partner and shall expire on June 30th of the following year.

Amount of Contribution

The partner named agrees to provide the specified financial contribution towards funding the Rose State College SBDC. Partners will be invoiced on July 1 of each year with payment expected within 30 days. Rose State College will serve as the fiscal agent for the consortium. The funded amount will be matched with federal funds to provide small business advising services primarily in Oklahoma County.
Memorandum of Understanding with Rose State College – Signature Page

**Funding Partner**

**Partner:** City of Midwest City, Oklahoma

**Authorized Official:** ________________________________

**Address:** 100 N Midwest Boulevard

**Telephone:** (405) 739-1202

**Email:** ________________________________

**Contribution Amount:** $2,500

**Signature of Authorized Official** ________________________________

**Date** ________________________________

---

Rose State College
Dr. Kent Lashley
6420 S.E. 15th St.
Midwest City, OK 73110
405-733-7441
klashley@rose.edu

**Signature of Authorized Official** ________________________________

**Date** ________________________________

---

Point of Contact for Invoice and Payment Information

Rose State College
(point of contact) (address) (address) (telephone) (email)
MEMORANDUM

TO: Honorable Mayor and Council
FROM: Brandon Clabes, Chief of Police
DATE: June 25, 2019
SUBJECT: Discussion and consideration of approving and entering into an agreement with the Oklahoma County Board of County Commissioners to establish the terms and conditions under which the City will participate in a standard services contract to provide access to criminal justice and law enforcement data via “portal” account for FY 19-20.

Information is vital to the Midwest City Police Department in their pursuit of justice when investigating reported crimes. The Oklahoma County Board of County Commissioners has directed the sheriff of Oklahoma County to charge a minimal fee to any municipalities who are accessing criminal justice and law enforcement data via a “portal” account. The City of Midwest City currently has (15) licenses to access the portal which includes the police department and emergency operations center employees. The cost of each license is $50.00 per fiscal year and if additional licenses are activated during the agreement, the charge is defined in the agreement.

The ability to access the data is critical and the police department has monies budgeted to cover this expense.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Standards Service Contract between County and Midwest City

www.MidwestCityOK.org
OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND USER

CONTRACT made as of the 4th day of June 2019

BETWEEN the COUNTY: The Board of County Commissioners of the County of Oklahoma
320 Robert S. Kerr, Rm. 101
Oklahoma City, Oklahoma 73102

on behalf of: Oklahoma County B.O.C.C (MIS/IT)
Contact Person: CJ Brunner
Telephone Number: 405-713-1295

and the USER: City of Midwest City Police Department
Physical Address: 100 N Midwest Blvd,
Midwest City, OK 73110
Mailing Address: Same

Contact Person: Brandon Clabes
Telephone Number: (405) 739-1306
e-mail contact: BClabes@MidwestCityOK.org

for the following maintenance or services:

Access to Criminal Justice and Law Enforcement Data via “Portal” account.

This Contract is a Renewal X, New _______ Contract.

This contract has been examined and approved as to legality by the District Attorney, Oklahoma County.

Assistant District Attorney Date

THE COUNTY AND THE USER AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages with ______ page of attachments
ARTICLE 1
MAINTENANCE/SERVICES

The County shall supply the following maintenance/services as required by the Contract: (describe item/s and serial numbers/s to be maintained)

Access to Criminal Justice and Law Enforcement Data via “Portal” account.

ARTICLE 2
INSURANCE/LIABILITY

The user agrees to maintain liability and Workers' Compensation insurance to cover the acts of User and his employees or agents regarding any services rendered pursuant to this contract. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act. The User agrees to indemnify and hold harmless the County for any negligent acts of User in the performance of this Contract.

ARTICLE 3
TERM OF CONTRACT AND RENEWAL

This contract shall commence on July 1, 2019 and shall terminate on June 30, 2020. The contract is renewable for an additional fiscal year upon approval of both parties.

Unless terminated earlier, this Contract will automatically terminate at the end of the current fiscal year (June 30) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the User a 30 day written notice of termination. It is further agreed the County may terminate this Contract immediately if the User fails to pay for services in accordance with this contract or in any way breaches any of the provisions of the Contract.

It is agreed that the User may terminate this contract at any time before the end of the fiscal year for any reason after giving the County a 30 day written notice of termination.

ARTICLE 4
CONTRACT AMOUNT

The User shall pay the County for the maintenance/services of this equipment as follows:

| To be billed $50 per fiscal year (July 1 through June 30), per session. |
| [Currently estimated at $750 total annually, based on 15 sessions]. |
| Each additional session will be invoiced at a rate of $50 if session is activated |
| within the first six months of the term year or $25 if the session is activated |
| in the last six months of the term year. (See Article 3) |
ARTICLE 5
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S.A. Section 1500 et. seq., 19 O.S.A. Section 1 and 62 O.S.A., Section 430.1.

APPROVED this ________ day of ________________, 20______.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.: 

__________________________________
Chairman

__________________________________
Department Head

ATTEST:

__________________________________
David B Hooten, County Clerk

Approved by Midwest City:

__________________________________
Matthew D. Dukes II, Mayor

__________________________________
Brandon Clabes, Police Chief

__________________________________
Heather Poole, City Attorney

__________________________________
Sara Hancock, City Clerk

Attest or Notary
The City of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

TO : Honorable Mayor and City Council
FROM : Billy Harless, Director
DATE : June 25, 2019
SUBJECT : Discussion and consideration of renewing for fiscal year 2019-20 the contracts with:

- **Azteca Systems** in the amount of $74,000.00 for Cityworks software;
- **Cimarron Construction** in the amount of $416,886.00 for I-40/Sooner water line relocation;
- **CK Utility Construction** for $414,514.00 for NE 23rd waterline extension SCIP to Spencer Road;
- **Crafton, Tull, & Associates** in the amount of $261,800.00 for engineering services for SE 29th from Midwest Boulevard to Douglas reconstruction;
- **Crafton, Tull, & Associates** in the amount of $26,500.00 for FEMA flood study-Soldier Creek and SE 29th;
- **ESRI** in the amount of $50,000 for year 2 of licenses;
- **Guy Engineering** in the amount of $28,820.00 for Reno bridge work, Federal aid project;
- **Jacobs Engineering** in the amount of $80,500.00 for pedestrian signal project;
- **Lee Engineering** in the amount of $30,700.00 for work on traffic signals at Orchard and Douglas and Air Depot and the Railroad Crossing;
- **ODOT** in the amount of $34,316.20 for the City’s share of construction plans for the Palmer Loop Trail and Mid-America Park Trail;
- **OneSource/Xerox** to lease a Xerox Altalink C8045 Multifunctional copier at $99.21 per month, inclusive of maintenance, per copy cost of $0.00650 per black and white image and $0.043 per color image;
- **Parathon Construction** in the amount of $154,317.25 for Woodman Drive cul-de-sac phase 4;
- **Phoenix Construction Disaster** in the amount of $101,900.00 for ADA Restrooms remodel;
- **SMC Utility Construction** in the amount of $423,744.00 for SE 29th waterline extension Oak to Post;
- **Streets LLC**, $87,623.00 for chiller replacement;
- **TAP Architecture** in the amount of $38,190.84 for design, engineering, and construction administration services regarding I-40 beautification.

Since these contracts expire at the end of this fiscal year, it is necessary to renew these contracts, in order to continue receiving services and provide payments during the next fiscal year. The originals of these contracts are too voluminous to print in the agenda. If you would like to review a specific contract, they are in my office and available to you at your convenience.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

______________________________
Billy Harless, Community Development Director
MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: June 25, 2019

Subject: Discussion and consideration of approving and renewing the fire department copier lease and maintenance agreements for fiscal year 2019-20 with Oklahoma Copier Solutions at a rate of $0.009 per black and white copy and $0.0525 per color copy and a monthly lease rate of $97.00 for one (1) Sharp MX-3050.

The Midwest City Fire Department respectfully requests that Council approve year three (3) of a five (5) year lease (with annual council re-approval) of one (1) photo copier from Oklahoma Copier Solutions formerly dba Sooner Copy Machines. Breakdown of this budgeted item is $97.00 per month; $1,164 per year; and a total cost of $5,820 for the five year lease. The monthly cost of copies will drop in price to $0.009 B/W and $0.0525 Color per copy.

Staff recommends approval.

Bert Norton
Fire Chief

Attachment: Resolution
Lease and Maintenance Agreement
De Lage Landen Financial Services, Inc.

Lease Agreement

Full Legal Name of lessor: City of midwest city

Billing Address: [Redacted]

City: [Redacted]

Phone Number: [Redacted]

Attention: [Redacted]

Purchase Order Requisition Number: [Redacted]

<table>
<thead>
<tr>
<th>Description (Attach Separate Schedules A &amp; B necessary)</th>
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<tbody>
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</tr>
<tr>
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<tr>
<td>0</td>
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Lease Payment* indicates the lease payment amount due for each lease period. The total lease payment is the sum of all lease payments. The lease term is 120 months. The lease payment frequency is monthly. The lease payment is due on the first day of each month. The lease is subject to termination by either party with 30 days notice prior to the end of the lease term. The lessee is responsible for all taxes, insurance, and maintenance costs. The lessor retains the right to terminate the lease if the lessee is in default. The lessee is responsible for all damages to the leased property. The lessee is required to maintain insurance coverage as specified in the lease agreement. The lessee is responsible for all costs associated with the return of the leased property. The lessee is required to return the leased property in good condition and working order. The lessee is liable for any damage to the leased property. The lessee is required to pay all costs associated with the termination of the lease. The lessee is required to pay all costs associated with the return of the leased property. The lessee is required to pay all costs associated with the insurance coverage. The lessee is required to pay all costs associated with the maintenance of the leased property.
# MAINTENANCE AGREEMENT

Customer Name: **City of Midwest City**

Billing Address: 

City, State, Zip: 

Contact Person & Phone: 

Contract Effective Date: 

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<th>SERIAL #</th>
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<td><strong>MX-3050</strong></td>
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</table>

*Customer agrees to pay $____ per month plus ____ covered copies with $____ overage per black & white output.

*Monthly cost per output: Customer agrees to pay $0.09 per output BLACK AND WHITE and $0.0525 per output COLOR.

*Quarterly plan: Customer agrees to pay $____ per quarter which includes ______ copies & overages are billed at $.$____ per copy.

- Parts are included under this agreement
- Drums are included under this agreement
- Drums are excluded under this agreement
- Initial networking included under this agreement

**X** Labor is included under this agreement

**X** Toner is included under this agreement

**X** Toner is excluded under this agreement

**X** Staples are included under this agreement

**Customer Signature**

**Date** 5/10/19

**John Miller**

**Date** 06/07/2019

Oklahoma Copier Solutions
MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Maintenance Agreement shall become effective upon its acceptance by Oklahoma Copier Solutions Inc. on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Oklahoma Copier Solutions shall have no obligation to provide any of these services called for hereunder to customer unless customer is current in all payments made to Oklahoma Copier Solutions, including but not limited to, service, supply, maintenance, and maintenance related billings and equipment lease billings.

2. Oklahoma Copier Solutions shall provide inspections as required, which may be made in conjunction with regular or emergency service calls.

3. During the terms of this Agreement, Oklahoma Copier Solutions will provide without charge, parts, which have been broken or worn through normal use and labor which is necessary for servicing and maintenance adjustments.

4. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, or neglect, theft, riot, vandalism, lightening, electrical power failure, fire, water, or other casualty, or to repairs made necessary, as a result of either service by personnel other than Oklahoma Copier Solutions published supply specifications for the equipment.

5. This Agreement covers only the equipment described on the face hereof and does not include any accessories not listed thereon.

6. This Agreement may not be assigned by the customer.

7. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be paid by the customer in accordance with the law.

8. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral written Maintenance Agreement between parties, and constitutes the entire Agreement between the customer and Oklahoma Copier Solutions with respect to the service to be provided hereunder.

9. If, during the terms of this Agreement or any subsequent terms, Oklahoma Copier Solutions is unable to obtain parts for the equipment covered under this Agreement, Oklahoma Copier Solutions may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.

10. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer’s obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face hereof of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Oklahoma Copier Solutions, and only within the first six months of coverage. At the expiration date of the original or any renew term, this Agreement with all of its terms, covenants, and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of 12 month, except for the base rate charges and drum charges, which will be set at Oklahoma Copier Solutions established rates, unless either party has given a prior written notice no more than 45 days and no less than 30 days before the annual renewal date of its intention to terminate this Agreement as of the end of such terms.

11. If this contract is canceled prior to expiration date, Oklahoma Copier Solutions has the right to bill for the remaining period. If the customer is on a monthly plan, Oklahoma Copier Solutions will bill the monthly service charge for the remaining months. If the customer is on a monthly cost per copy plan, the average of the previous 6 months will be used to bill for the remaining period.
MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Ryan Rushing, Information Technology Director
DATE: June 25, 2019
SUBJECT: Discussion and consideration of renewing for fiscal year 2019-2020 the maintenance agreements with ImageNet Consulting in an amount not to exceed $42,465.80 for Laserfiche maintenance; Tyler Technologies in an amount not to exceed $145,000.00 for software maintenance in connection with the Police, 911 and Court; Central Square in an amount not to exceed $142,000.00 for hosted Naviline services for the City.

Discussion and consideration of renewing for fiscal year 2019-2020 the maintenance agreements with ImageNet Consulting in an amount not to exceed $42,465.80 for Laserfiche maintenance; Tyler Technologies in an amount not to exceed $145,000.00 for software maintenance in connection with the Police, 911 and Court; Central Square in an amount not to exceed $142,000.00 for hosted Naviline services for the City.

Since all contracts expire at the end of each fiscal year, it is necessary to renew these contracts. The originals of these contracts are too voluminous to print in the agenda. If you would like to review a specific contract, they are available in the city clerk’s office for your convenience.

Staff recommends approval.

Ryan Rushing
Information Technology Director
Annual Software Assurance Renewal Package

Prepared for:

City of Midwest City

Prepared on 1-9-2019

Cory Wood
Enterprise Solutions Specialist
ImageNet Consulting
913 North Broadway
Oklahoma City, OK 73102
cwood@imagenetconsulting.com
586-484-3264
Service Level Agreement – Software Solutions

This Service Level Agreement is made between City of Midwest City (“Client”) and ImageNet Consulting, LLC (“ImageNet”) on the Effective Date below.

Services

ImageNet will provide Client with certain Software Solutions services as more fully described in Appendix B to this Agreement under the terms herein.

Hardware/System Support

ImageNet shall provide support and replacement of all hardware and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client’s authorization to incur them.

Coverage

Remote Helpdesk and remote technical services will be provided to the Client by ImageNet through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, ImageNet recognized holidays. If customer is greater than 25 miles from an ImageNet office, travel costs will be charged to the client as an extension of the time of the call.

Support and Escalation

ImageNet will respond to Client’s Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened via our ticket entry process by submitting an email ticket to: software@imagenetconsulting.com or by phone if internet is unavailable. Each call will be assigned a Trouble Ticket number for tracking and the client will be notified of its receipt. Our escalation process is detailed in Appendix A.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

Service Disclaimer

Client grants ImageNet authorization to view any data within the regular routine of the repair or system improvement. Client also authorizes ImageNet to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry

Excluded Services

Service rendered under this Agreement does not include:

- Post-Project on-site software technical services (see fee schedule for pricing)
- Post-Project training of administrator or end-users after project completion
- Hardware warranty or maintenance (separate agreement required)

Suitability of Existing Environment

Minimum Standards Required for Services

In order for Client’s existing environment to qualify for ImageNet’s Remote Technical Services, the following requirements must be met:

- All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- All Desktop PC’s and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows XP Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
- The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
All Wireless data traffic in the environment must be securely encrypted.

There must be an outside static IP address assigned to a network device, allowing VPN access.

Chronically Failing Equipment
Experience has shown equipment belonging to the client which has initially passed Minimum Standard Requirements for system support can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with ImageNet to replace the equipment to ensure optimum system performance.

Term of Agreement
This Agreement is effective upon the date signed, shall remain in force for one year (“Initial Term”). Any adjustments or modifications to the terms herein must be made in writing as an amendment to this Agreement and must be signed by Client and ImageNet.

This Agreement automatically renews for subsequent annual terms beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day’s prior written notice of its intent not to renew this Agreement.

This Agreement may be terminated by either party if the other Party:
- Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice; or
- Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

If either party terminates this Agreement, ImageNet will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay ImageNet the costs of rendering such assistance. Costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.

Client agrees to allow ImageNet to assign, delegate, and subcontract services to third party competent contractors approved by ImageNet.

If block time is purchased on this agreement, it has an expiration date one year from the date of this agreement.

Taxes
It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to ImageNet for the state of use.

Limitation of Liability
In no event shall ImageNet be held liable for indirect, special, incidental or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

ImageNet or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement

Confidentiality
ImageNet and its agents may use Client information, as necessary to or consistent with providing the contracted services, and will use best efforts to protect against unauthorized use.

Miscellaneous
This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma. Jurisdiction and venue shall exclusively lie in the County of Oklahoma, City of Oklahoma City. It constitutes the entire Agreement between Client and ImageNet for services listed in “Appendix B”. This agreement can be modified by a signed written Addendum by both parties.

If any collection action litigated or otherwise, is necessary to enforce the terms of this agreement, ImageNet shall be entitled to reasonable attorneys’ fees and costs in addition to any other relief to which it may be entitled.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
ImageNet is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

**Fees and Payment Schedule**

- Fees will be $42,465.80 per year, invoiced to Client for the term of July 1st 2019 through June 30, 2020. This renewal will become due and payable on the first day of the renewal month, July. Services will be suspended if payment is not received within 10 days following the date due. Refer to Appendix B for ImageNet Services covered by the annual fee under the terms of this Agreement. Any additions to the current system at any future time will be added to the annual fee.
- It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.
- ImageNet Consulting, LLC reserve the right to increase contract rates annually, not to exceed 10% of the previous contract year fees and payments.

**Accepted by:**

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>City of Midwest City</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>ImageNet Consulting</th>
<th>Date</th>
</tr>
</thead>
</table>
Appendix A

Response and Resolution Times
The following table shows the targets of response and resolution times for each priority level:

<table>
<thead>
<tr>
<th>Trouble</th>
<th>Priority</th>
<th>Response time (in hours) *</th>
<th>Resolution time (in hours) *</th>
<th>Escalation threshold (in hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service not available (all users and functions unavailable).</td>
<td>1</td>
<td>Within 1 hour</td>
<td>ASAP – Best Effort</td>
<td>2 hours</td>
</tr>
<tr>
<td>Significant degradation of service (large number of users or business critical functions affected)</td>
<td>2</td>
<td>Within 4 hours</td>
<td>ASAP – Best Effort</td>
<td>8 hours</td>
</tr>
<tr>
<td>Limited degradation of service (limited number of users or functions affected, business process can continue).</td>
<td>3</td>
<td>Within 24 hours</td>
<td>ASAP – Best Effort</td>
<td>48 hours</td>
</tr>
<tr>
<td>Small service degradation (business process can continue, one user affected).</td>
<td>4</td>
<td>Within 48 hours</td>
<td>ASAP – Best Effort</td>
<td>96 hours</td>
</tr>
</tbody>
</table>

Support Tiers
The following details and describes our Support Tier levels:

<table>
<thead>
<tr>
<th>Support Tier</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1 Support</td>
<td>All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support provided by ImageNet</td>
</tr>
<tr>
<td>Tier 2 Support</td>
<td>All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers. Support provided by ImageNet &amp; Vendor</td>
</tr>
<tr>
<td>Tier 3 Support</td>
<td>Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.</td>
</tr>
</tbody>
</table>

Service Request Escalation Procedure

- Support Request is Received
- Trouble Ticket is Created
- Issue is Identified and documented in Help Desk system
- Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:
- Level 1 Resolution - issue is worked to successful resolution
- Quality Control –Issue is verified to be resolved
- Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:
- Issue is escalated to Tier 2 Support
- Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:
Level 2 Resolution - issue is worked to successful resolution
Quality Control – Issue is verified to be resolved
Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

- Issue is escalated to Tier 3 Support
- Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

- Level 3 Resolution - issue is worked to successful resolution
- Quality Control – Issue is verified to be resolved
- Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

- Issue is escalated to Onsite Support
- Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

- Onsite Resolution - issue is worked to successful resolution
- Quality Control – Issue is verified to be resolved
- Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system
# Appendix B

## Software (Software Upgrades, Remote Technical Support All Tiers)

<table>
<thead>
<tr>
<th>Software Item</th>
<th>Item Number</th>
<th>Unit Price List</th>
<th>Unit Discounted Price</th>
<th>No. of Units</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>LF RIO Server LSAF</td>
<td>RIO B</td>
<td>$ -</td>
<td>$ -</td>
<td>1</td>
<td>$ -</td>
</tr>
<tr>
<td>LF RIO Records Management</td>
<td>ERM B</td>
<td>$ 2,670.00</td>
<td>$ 2,142.00</td>
<td>1</td>
<td>$ 2,142.00</td>
</tr>
<tr>
<td>LF RIO Named User LSAF</td>
<td>ENFO1 B</td>
<td>$ 160.00</td>
<td>$ 134.72</td>
<td>159</td>
<td>$ 21,420.48</td>
</tr>
<tr>
<td>LF RIO Scan Connect 10 Pack LSAF</td>
<td>SC10 B</td>
<td>$ 220.00</td>
<td>$ 198.00</td>
<td>4</td>
<td>$ 792.00</td>
</tr>
<tr>
<td>LF RIO Scan Connect LSAF</td>
<td>SC01 B</td>
<td>$ 45.00</td>
<td>$ 39.32</td>
<td>1</td>
<td>$ 39.32</td>
</tr>
<tr>
<td>LF Import Agent</td>
<td>IA B</td>
<td>$ 2,500.00</td>
<td>$ 2,000.00</td>
<td>1</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>LF Quickfields Classify LSAF</td>
<td>QC2 B</td>
<td>$ 1,800.00</td>
<td>$ 1,500.00</td>
<td>1</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>LF Quickfields Agent LSAF</td>
<td>QFA B</td>
<td>$ 2,500.00</td>
<td>$ 2,000.00</td>
<td>1</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>UncDoc Server Lic. &amp; Main. (1 YR)</td>
<td>LD-SE-SRV-LM-1YR</td>
<td>$ 11,500.00</td>
<td>$ 9,500.00</td>
<td>1</td>
<td>$ 9,500.00</td>
</tr>
<tr>
<td>UncDoc Unlimited Forms Lic. &amp; Main. (1 YR)</td>
<td>LD-UNLIMITED-LM-1YR</td>
<td>$ 4,800.00</td>
<td>$ -</td>
<td>1</td>
<td>$ -</td>
</tr>
<tr>
<td>UncDoc Document Package Lic. &amp; Main. (1 YR)</td>
<td>LD-DOCS-PACK-LM-1YR</td>
<td>$ 120.00</td>
<td>$ -</td>
<td>3</td>
<td>$ -</td>
</tr>
<tr>
<td>UncDoc Any 5 Modules Lic. &amp; Main. (1YR)</td>
<td>LD-ANY5-LM-1YR</td>
<td>$ 3,200.00</td>
<td>$ -</td>
<td>1</td>
<td>$ -</td>
</tr>
<tr>
<td>External DB Interface/Integration Lic. &amp; Main. (1YR)</td>
<td>LD-DB-LM-1YR</td>
<td>$ 680.00</td>
<td>$ -</td>
<td>1</td>
<td>$ -</td>
</tr>
<tr>
<td>UncDoc LDAP Integration Lic. &amp; Main. (1 YR)</td>
<td>LD-LDAP-LM</td>
<td>$ 680.00</td>
<td>$ -</td>
<td>1</td>
<td>$ -</td>
</tr>
<tr>
<td>UncDoc Mobile Signiture Lic &amp; Main. (1 YR)*</td>
<td>LD-SIGN-LM</td>
<td>$ 680.00</td>
<td>$ 600.00</td>
<td>1</td>
<td>$ 600.00</td>
</tr>
<tr>
<td>Affinity Unlimited Users</td>
<td>DNUALBR</td>
<td>$ 1,200.00</td>
<td>$ 1,200.00</td>
<td>1</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>LF Connector Integration Tool *</td>
<td>PSG-BLOCK</td>
<td>$ 8.40</td>
<td>$ 0.00</td>
<td>159</td>
<td>$ 1,272.00</td>
</tr>
<tr>
<td>Laserfiche Conference Registrations</td>
<td>Conference Reg</td>
<td>$ 550.00</td>
<td>-</td>
<td>2</td>
<td>free</td>
</tr>
</tbody>
</table>

**Total $ 42,465.80**
Service Rates

<table>
<thead>
<tr>
<th>Labor</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remote Help Desk</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>8am-5pm M-F (30 minutes per ticket)</td>
<td></td>
</tr>
<tr>
<td>Remote Software Access/Fix</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>8am-5pm M-F (30 minutes per ticket)</td>
<td></td>
</tr>
<tr>
<td>Remote Administrator Assistance</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>8am-5pm M-F (30 minutes per ticket)</td>
<td></td>
</tr>
<tr>
<td>Remote Scanner Assistance</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>8am-5pm M-F (30 minutes per ticket)</td>
<td></td>
</tr>
<tr>
<td>Tier 2 Software Manufacturer Support</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>Remote Help Desk (after 30 minutes billed in 15 min. increments)</td>
<td>$135/hr.</td>
</tr>
<tr>
<td>8:00 am-5pm M-F</td>
<td></td>
</tr>
<tr>
<td>Remote Software Access Technical/Fix (after 30 minutes billed in 15 min. increments)</td>
<td>$135/hr.</td>
</tr>
<tr>
<td>8:00 am-5pm M-F</td>
<td></td>
</tr>
<tr>
<td>Remote Administrator Assistance (after 30 minutes billed in 15 min. increments)</td>
<td>$135/hr.</td>
</tr>
<tr>
<td>8:00 am-5pm M-F</td>
<td></td>
</tr>
<tr>
<td>Remote Capture Assistance (after 30 minutes billed in 15 min. increments)</td>
<td>$135/hr.</td>
</tr>
<tr>
<td>8:00 am-5pm M-F</td>
<td></td>
</tr>
<tr>
<td>Remote Workflow/Issues (after 30 minutes billed in 15 min. increments)</td>
<td>$195/hr.</td>
</tr>
<tr>
<td>8:00 am-5pm M-F</td>
<td></td>
</tr>
<tr>
<td>Remote Migration/Issues (after 30 minutes billed in 15 min. increments)</td>
<td>$195/hr.</td>
</tr>
<tr>
<td>8:00 am-5pm M-F</td>
<td></td>
</tr>
<tr>
<td>Onsite Technical/Issues Labor</td>
<td>$165/hr.</td>
</tr>
<tr>
<td>8:00 am – 5:00 pm (1 hour minimum)</td>
<td></td>
</tr>
<tr>
<td>Onsite Workflow and Migration/Issues Labor</td>
<td>$225/hr.</td>
</tr>
<tr>
<td>8:00 am – 5:00 pm (1 hour minimum)</td>
<td></td>
</tr>
<tr>
<td>Onsite Labor All Other Times (1-Hr Minimum)</td>
<td>$ Time and a half/hr.</td>
</tr>
</tbody>
</table>

Hardware

Servers, scanners and other hardware are covered under warranty or separate maintenance agreement(s) not maintained or managed under this agreement.

Thank you for your business partnership!
Superion Solutions Agreement

This Superion Solutions Agreement (the "Agreement"), effective as of the latest date shown on the signature block below (the "Effective Date"), is entered into between Superion, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("Superion") and City of Midwest City ("Customer"), together with Superion, the "Parties", and each, a "Party".

WHEREAS, Superion licenses and gives access to certain software applications ("Superion Solutions") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Superion Solutions and receive professional services described herein, and Superion desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

<table>
<thead>
<tr>
<th>Superion, LLC</th>
<th>Midwest City Municipal Authority</th>
</tr>
</thead>
</table>
| 1000 Business Center Dr.  
Lake Mary, FL 32746 | 100 North Midwest Blvd.  
Midwest City, OK 73140 |
| By: [Signature] | By: [Signature] |
| Print Name: Tom Amburgey | Print Name: Matt Dukes |
| Print Title: General Manager | Print Title: Mayor |
| Date Signed: 6/20/2018 | Date Signed: 6-27-18 |

1. **Superion Solution: NaviLine Public Administration**

2. **Term.**

   2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

   2.2. **Renewal Term.** This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "Renewal Term" and, collectively, with the Initial Term, the "Term").

   2.3. **Non-Renewal.** The Customer may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the initial or current contract term. Superion may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party two (2) months prior to the expiration of the renewal term or any successive term thereafter.

3. **Fees.** In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms outlined in Exhibit 1 (the "Project Cost Summary").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

   4.1. "Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
4.2. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

4.3. "Authorized User" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Superion Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Superion Solutions has been purchased.

4.4. "Baseline" means the version of a Superion Solution updated to the particular time in question through Superion's warranty services and maintenance, but without any other modification whatsoever.

4.5. "Component System" means any one of the Superion Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

4.6. "Customer Data" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Superion Solutions, provided the data is not personally identifiable and not identifiable to Customer.

4.7. "Custom Modification" means a change that Superion has made at Customer's request to any Component System in accordance with a Superion-generated specification, but without any other changes whatsoever by any Person.

4.8. "Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

4.9. "Defect" means a material deviation between the Baseline Superion Solution and its Documentation, for which Defect Customer has given Superion enough information to enable Superion to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superion's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superion-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superion enough information to enable Superion to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superion's control.

4.10. "Documentation" means any manuals, instructions, or other documents or materials that Superion provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Superion Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

4.11. "Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

4.12. "Harmful Code" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Superion Solutions as intended by this Agreement.

4.13. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

4.14. "Maintenance" means optimization, error correction, modifications, and updates to Superion Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("Support Standards").

4.15. "New Releases" means new editions of a Baseline Component System or Custom Modification.

4.16. "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

4.17. "Personal Information" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health
information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU Data Protection Directive (Directive 95/46/EEC), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

4.18. "Professional Services" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superion.

4.19. "Representatives" means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.

4.20. "Superion Personnel" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superion.

4.21. "Superion Solution(s)" means the Component Systems, Documentation, Custom Modifications, development work, Superion Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superion or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

4.22. "Superion Systems" means the information technology infrastructure used by or on behalf of Superion to deliver Superion Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superion or through the use of third-party services.

4.23. "Support Services" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.

4.24. "Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Superion Solutions that are not proprietary to Superion.

5. License, Access & Services.

5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superion hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable license to the current version of the Superion Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution. Nothing in this agreement will affect Customer's current ownership of software licenses. Should there arise a need to revert back to a premises-based system, Customer retains right and title to all of its previously licensed solutions.

5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superion hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. Superion shall deliver to Customer the initial copies of the Superion Solution(s) outlined in Exhibit 1 by (a) electronic delivery, by posting it on Superion's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as cn a disc or other suitable media transfer method. Physical shipment is on FOB-Superion's shipping point, and electronic delivery is deemed effective at the time Superion provides Customer with access to download the Superion Solutions. The date of such delivery shall be referred to as the "Delivery Date."

5.3. Documentation License. Superion hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with the use of the Superion Solutions.

5.4. Service and System Control. Except as otherwise expressly provided in this Agreement:

5.4.1. Superion has and will retain sole control over the operation, provision, maintenance, and management of the Superion Solutions; and

5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Superion Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Superion Solutions, and conclusions, decisions, or actions based on such use.
5.5. **Limitations.** Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including, if required by Superion, remote access to the Equipment. Superion is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer’s failure to perform any obligations under this Agreement.

5.6. **Exceptions.** Superion has no obligation to provide Support Services relating to any Defect with the Superion Solutions that, in whole or in part, arise out of or result from any of the following:

5.6.1. software, or media on which provided, that is modified or damaged by Customer or third party;

5.6.2. any operation or use of, or other activity relating to, the Superion Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Superion Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer’s use in the Documentation;

5.6.3. any negligence, abuse, misapplication, or misuse of the Superion Solution other than by Superion personnel, including any Customer use of the Superion Solution other than as specified in the Documentation or expressly authorized in writing by Superion;

5.6.4. any Customer’s failure to promptly install any New Releases that Superion has previously made available to Customer;

5.6.5. the operation of, or access to, Customer’s or a third party’s system, materials or network;

5.6.6. any relocation of the Superion Solution other than by Superion personnel;

5.6.7. any beta software, software that Superion makes available for testing or demonstration purposes, temporary software modules, or software for which Superion does not receive a fee;

5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

5.7. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Superion Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Superion Solutions, and the Third-Party Materials are and will remain with Superion and the respective rights holders.

5.8. **Changes.** Superion reserves the right, in its sole discretion, to make any changes to the Support Services and Superion Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superion’s services to its customers, the competitive strength of or market for Superion’s services, or the Support Services’ cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Superion Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superion issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

5.9. **Subcontractors.** Superion may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a “Subcontractor”).

5.10. **Security Measures.** The Superion Solution may contain technological measures designed to prevent unauthorized or illegal use of the Superion Solution. Customer acknowledges and agrees that: (a) Superion may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superion’s rights, including all Intellectual Property Rights, in and to the Superion Solution; (b) Superion may deny any individual access to and/or use of the Superion Solution if Superion, in its reasonable discretion, believes that person’s use of the Superion Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superion may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Superion Solutions.

6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Superion Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
6.1. copy, modify, or create derivative works or improvements of the Superior Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Superior Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Superior Solutions, in whole or in part;

6.3. bypass or breach any security device or protection used by Superior Solutions or access or use the Superior Solutions other than by an Authorized User through the use of his or her own then valid access;

6.4. input, upload, transmit, or otherwise provide to or through the Superior Systems, any information or materials that are unlawful or injurious, or contain, transmit, or actuate any Harmful Code;

6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Superior Systems, or Superior's provision of services to any third party, in whole or in part;

6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Superior Solutions, including any copy thereof;

6.7. access or use the Superior Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;

6.8. access or use the Superior Solutions for purposes of competitive analysis of the Superior Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superior's detriment or commercial disadvantage or otherwise access or use the Superior Solutions beyond the scope of the authorization granted under this Section.

7. **Customer Obligations.**

7.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems as and where the Superior Solutions are accessed or used; (b) provide Superior Personnel with such access to Customer's premises and Customer Systems as is necessary for Superior to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superior may reasonably request to enable Superior to exercise its rights and perform its obligations under and in connection with this Agreement.

7.2. **Effect of Customer Failure or Delay.** Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

7.3. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Superior Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superior of any such actual or threatened activity.

8. **Professional Services.**

8.1. **Compliance with Customer Policies.** While Superior Personnel are performing services at Customer's request, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing or in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.

8.2. **Contributed Material.** In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Superior Solutions, the Documentation or other deliverables ("Contributed Material"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

9. **Confidentiality.**
9.1. Confidential Information. "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superion includes the Superion Solutions, all software provided with the Superion Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Superion Solutions and any software provided with the Superion Solutions. In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party").

9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.

9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;

9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;

9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.

9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section 3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.


10.1. Superion will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.

10.2. Customer shall maintain, in connection with the operation or use of the Superion Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
10.3. To the extent that Authorized Users are permitted to have access to the Superion Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superion in the Superion Solutions and Documentation, and disclaim any liability or responsibility of Superion with respect to such Authorized Users.

11. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then:

11.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Superion Solutions and perform its other obligations under this Agreement; and

11.3. Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and

11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

12.1. Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Execution Date, the Superion Solutions (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.

12.2. Professional Services Representation and Warranty. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superion within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superion's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.

12.3. Support Services Representation and Warranty. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.

12.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SUPERION SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY,
13. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested, transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superion:
Superion
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235  email: info@superion.com
Attention: Senior Counsel / Contracts Department

If to Customer:
City of Midwest City
100 North Midwest Blvd.
Midwest City, OK 73110
Phone: 405-739-1373  email: RRushing@midwestcityok.org
Attention: Ryan Rushing

14.1. No Breach or Default. Neither Party will be liable for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control (a “Force Majeure Event”), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.

14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.
15.1. Superion Indemnification. Superion shall indemnify, defend, and hold harmless Customer and Customer’s officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer’s use of the Superion Solutions in accordance with this Agreement infringes or misappropriates such third party’s US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

15.1.1. Third-Party Materials or Customer Data;
15.1.2. access to or use of the Superion Solutions in combination with any hardware, system, software, network, or other materials or service not provided by Superion or specified for Customer’s use in the Documentation;
15.1.3. modification of the Superion Solutions other than: by or on behalf of Superion or with Superion’s written approval in accordance with Superion’s written specification;
15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superion; or
15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superior Indemnitee.

15.2. Customer Indemnification. As allowed by Oklahoma law, Customer shall indemnify, defend, and hold harmless Superior and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superior resulting from any Action by a third party (other than an Affiliate of Superior) that arise out of or result from, or are alleged to arise out of or result from:

15.2.1. Customer Data, including any Processsing of Customer Data by or on behalf of Superior in accordance with this Agreement;

15.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

15.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice which is reasonably acceptable to the indemnifiee to handle and defend the same.

15.4. Sole Remedy. "THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERIOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPERIOR SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY."

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncurable thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superior's Confidential Information relating to the Superior Solutions, and within thirty (30) days deliver to Superior, or at Superior's request destroy and erase Superior's Confidential Information from all systems Customer directly or indirectly controls; and

17.2. all amounts payable by Customer to Superior of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration.

17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

17.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superior shall within 60 days following such expiration or termination, deliver to Customer in Superior's standard format the then most recent version of Customer Data maintained by Superior, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Superior Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor’s applications ("Deconversion"), Superior will provide reasonable assistance. Superior and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superior and Customer in effecting Deconversion, as well as the appropriate date for completion. Superior shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superior's then standard rates.

18. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by
operation of law, or otherwise, without Superion’s prior written consent, which consent Superion may give or
withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any
merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or
disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement
for which Superion’s prior written consent is required. No delegation or other transfer will relieve Customer of
any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in
violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and
their respective permitted successors and assigns.

19. No Waiver. A Party’s failure to enforce its rights with respect to any single or continuing breach of this
Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any
other or any subsequent breach.

20. Arbitration of Disputes. Any dispute, controversy or claim arising out of or relating to this Agreement, including
the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

20.1. Arbitration Procedure. The claimant shall commence the arbitration by delivering a notice of arbitration to
the respondent setting out the nature of the claim(s), the relief requested, and the proposed location.
Within thirty (30) days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant
its answer and any counterclaim(s), and the relief requested, as well as any proposed changes to location.
The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an
arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The
two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator
who shall act as the chair of the tribunal. The tribunal shall decide the procedures to be followed in the
arbitration after consultation with the parties. The tribunal may make its decisions by a majority. "The
tribunal shall have the power to grant any provisional or final remedy or relief that it deems appropriate,
including conservatory measures and an award of attorneys’ fees. The parties further agree that judgment
may be entered upon the award by of any court having jurisdiction.

21. Jurisdiction and Governing Law. This Agreement and any dispute or claim arising, directly or indirectly, out
of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is
governed by, and shall be construed and enforced in accordance with, the laws of the State of Oklahoma
excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in Oklahoma, or a
United States District Court for the Western District of Oklahoma, shall have exclusive jurisdiction to settle any
dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the
breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall
be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class
certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice
and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney’s fees, court costs
and other legal expenses from the other party.

22. Severability. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the
Agreement and the remaining provisions of the Agreement will remain in full force and effect.

23. LIMITATIONS OF LIABILITY.

23.1. LIMITED LIABILITY OF SUPERION. SUPERION’S LIABILITY IN CONNECTION WITH THE
SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL
NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION
WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT
ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE
LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

23.2. EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HERIN
FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION
PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION
WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT,
GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR
DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER
BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR
OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL,
SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH
LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
23.3. **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

24. **Third-Party Materials.** Customer is hereby advised that Superion provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superion to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.

25. **Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Superion letterhead issued by authorized Superion representatives and signed by Customer shall constitute an amendment to this Agreement.

26. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

28. **Cooperative Purchases.** This Contract may be used by other government agencies. Superion has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superion and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

29. **Incorporated Exhibits to this Agreement:**
   29.1. Exhibit 1 – Project Cost Summary
   29.2. Exhibit 2 – Maintenance & Support Standards
   29.3. Exhibit 3 – Travel Expense Guidelines
   29.4. Exhibit 4 – Insurance Requirements
   29.5. Exhibit 5 – Scope of Work
# EXHIBIT 1

## Project Cost Summary

<table>
<thead>
<tr>
<th>Applications and/or Services</th>
<th>Annual Access Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>OnePoint Point-of-Sale (1)</td>
<td>1533.35</td>
</tr>
<tr>
<td>OnePoint C2G eCheck Act. (1)</td>
<td>1565.30</td>
</tr>
<tr>
<td>NaviLine Work Orders/Facility Management (1)</td>
<td>7638.70</td>
</tr>
<tr>
<td>NaviLine Time &amp; Attendance Interface-Generic (1)</td>
<td>675.00</td>
</tr>
<tr>
<td>NaviLine Purchasing/Inventory (1)</td>
<td>6963.40</td>
</tr>
<tr>
<td>NaviLine Payroll/Personnel (1)</td>
<td>9875.40</td>
</tr>
<tr>
<td>NaviLine Land/Parcel Mgmt (1)</td>
<td>4445.35</td>
</tr>
<tr>
<td>NaviLine GMBA w/Extended Reporting (1)</td>
<td>11640.90</td>
</tr>
<tr>
<td>NaviLine Fixed Assets (1)</td>
<td>2771.26</td>
</tr>
<tr>
<td>NaviLine Document Management Services (1)</td>
<td>1427.90</td>
</tr>
<tr>
<td>NaviLine Customer Information System (1)</td>
<td>18977.13</td>
</tr>
<tr>
<td>NaviLine Cash Receipts (1)</td>
<td>2700.95</td>
</tr>
<tr>
<td>NaviLine Business Licenses (1)</td>
<td>2968.25</td>
</tr>
<tr>
<td>NaviLine Building Permits (1)</td>
<td>5666.20</td>
</tr>
<tr>
<td>NaviLine Accounts Receivable (1)</td>
<td>4206.20</td>
</tr>
<tr>
<td>Modifications (32)</td>
<td>1000.00</td>
</tr>
<tr>
<td>Cognos BI: Administrator (1)</td>
<td>2200.00</td>
</tr>
<tr>
<td>Click2Gov Core Module (1)</td>
<td>1308.30</td>
</tr>
<tr>
<td>Click2Gov CIS Module (1)</td>
<td>4304.70</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$91,811</strong></td>
</tr>
</tbody>
</table>

### Terminating NaviLine Products
- Edge User Interface, Click2Gov Wireless BP

### Existing Third Party Products (Currently Licensed)
- Cognos BI:Administrator, Click2Gov Core Module, Oracle BEA WebLogic Express
- Included in Annual Access Fee

### Terminating Third Party Products
- Edge
- Included in Annual Access Fee

### Retrofit Modifications
- 32 Mods
- Included in Annual Access Fee

### Horizon Cloud Services
- Hardware and software will be hosted and managed by Superion. Site to Site VPN, Setup, Implementation, HELP Card, Disaster Recovery Plan for Superion applications.
- Included in Annual Access Fee

### NaviLine Test Environment
- 2 refreshes per year; $500 per additional refresh.
- Included in Annual Access Fee

## Total Proposed System: $91,811

### NOTES

**Sample Annual Pricing**

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$91,811.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$94,565.33</td>
</tr>
<tr>
<td>Year 3</td>
<td>$97,402.29</td>
</tr>
<tr>
<td>Year 4</td>
<td>$100,324.36</td>
</tr>
<tr>
<td>Year 5</td>
<td>$103,334.09</td>
</tr>
</tbody>
</table>

3% increase per year
The Annual Access Fee for any additional applications purchased will be placed on the same term as the original contract. Travel and related expenses of the trainers, installers, or project managers are in addition to the above costs and they are billed separately. Customer will be contacted by the Superion Project Manager to begin the implementation process.

PAYMENT TERMS:

a. The Annual Access Fee is due upon the Execution Date, and annually thereafter on the Anniversary of the Execution Date, to be paid in monthly installments of the annual amount.

b. Additional Costs. Customer will reimburse Superion for actual travel expenses that Superion incurs in providing Customer with Support Services and Professional Services under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Exhibit 3 ("Superion Travel Expense Guidelines") attached hereto and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion valid proof of exemption.

d. If Customer fails to make any payment when due, then Superion may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, Superion may suspend performance or access until all past due amounts have been paid.
1. **Service Level Commitments**

1.1. **Overall System Availability.**

1.1.1. **Target.** In each Service Period, the target for availability of the Superion Solutions is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Superion Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. Superion will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and Superion will notify the Customer if the entire maintenance window will be required.

1.1.2. **Measurement.** Service availability is measured as the total time that the Superion Solutions are available during each Service Period for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at Superion’s hosted environment. Superion has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override Superion’s measurements for the purposes of calculating Service Availability. Additionally, the use must be:

1.1.2.1. mutually agreed upon by Superion and the Customer.
1.1.2.2. paid, installed and maintained by the Customer.
1.1.2.3. non-invasive and may not reside on Superion’s systems.

1.2. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

1.2.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

1.2.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

1.2.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

1.3. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

<table>
<thead>
<tr>
<th>Service Availability in the relevant Service Period</th>
<th>Percentage Reduction in Monthly Fee for the Subsequent Service Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 99.9% but greater than or equal to 99.0%</td>
<td>5%</td>
</tr>
<tr>
<td>Less than 99.0% but greater than or equal to 95.0%</td>
<td>10%</td>
</tr>
<tr>
<td>Less than 95%</td>
<td>20%</td>
</tr>
</tbody>
</table>

1.4. If not directly reported by Superion, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Superion’s failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Superion Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. Superion will provide reporting, showing performance and service levels.

2. **Server Performance & Capacity.**

2.1. Superion shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Superion Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

2.2. "In-network" is defined as any point between which the data packet enters the Superion environment and subsequently departs the Superion environment. Any point of communications outside of the Superion
protected network environment shall be deemed as "out-of-network." Superion is not responsible for Internet connectivity and/or performance out-of-network.


3.1. **Superion Solutions maintenance and upgrades.** Superion will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superion. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00 AM to 12:00 PM.

3.2. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Customer’s standard business hours of operation and the Customer will be notified prior to the upgrade.

3.3. **Emergency maintenance.** Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. Superion will attempt to notify the Customer promptly, however if no contact can be made, Superion management may deem it necessary to move forward with the emergency maintenance.

4. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Superion will make commercially reasonable efforts to respond to Superion Solutions incidents for live production systems using the following guidelines:

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Impact</th>
<th>Description</th>
<th>Performance Target</th>
<th>Minimum Performance Goal %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Urgent</td>
<td>An Incident that results in loss of Customer connectivity to all of the Superion Solutions or results in loss, corruption or damage to Customer's Data.</td>
<td>Superion will respond within 1 hour of the issue being reported.</td>
<td>95%</td>
</tr>
<tr>
<td>2</td>
<td>Critical</td>
<td>An Incident that has an adverse material impact on the performance of the Superion Solutions or materially restricts Customer's day-to-day operations.</td>
<td>Superion will respond within 2 hours of the issue being reported.</td>
<td>95%</td>
</tr>
<tr>
<td>3</td>
<td>Non-Critical</td>
<td>An Incident that does not result in a failure of the Superion Solutions but a fault exists that restricts the Customer's use of the Superion Solutions.</td>
<td>Superion will respond within 4 hours of the issue being reported.</td>
<td>95%</td>
</tr>
<tr>
<td>4</td>
<td>Minor</td>
<td>An Incident that does not affect or which has minimal adverse impact on the use of the Superion Solutions.</td>
<td>Superion will respond within 24 hours of the issue being reported.</td>
<td>95%</td>
</tr>
</tbody>
</table>

4.1. **Measurement.** Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

5. **Disaster Recovery.** Superion provides disaster recovery services for Superion Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer’s data center is inaccessible or rendered non-functional, Superion will provide the ability to connect to the appropriate data center using software provided by Superion. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer’s facilities.

6. **Exceptions.** Superion shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

6.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Superion Solutions.

6.2. denial of reasonable access to Customer’s system or premises preventing Superion from addressing the issue.

6.3. material changes made to the usage of the Superion Solutions by Customer where Superion has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Superion Solutions.

6.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

6.5. a documented Defect.
7. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Superion provides a continuous resolution effort until the issue is resolved.

8. Service Requests. Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, Superion will prioritize these requests, and determine if extra time is needed to order equipment or software.

9. Non-Production Environments. Superion will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

9.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

9.2. Incidents and Service Requests. Non-production environment incidents are considered priority 3 or 4 as circumstances dictate. Service requests will otherwise be prioritized and scheduled similar to production service requests.


<table>
<thead>
<tr>
<th>Description</th>
<th>Superion Responsibility</th>
<th>Customer Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASP Server Hardware management</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP Server File system management</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP Server OS upgrades and maintenance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP Database product upgrades and maintenance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP 3rd Party product upgrades and maintenance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Application Update Installation</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Request to install application updates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of application updates</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ASP Backup Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data and File restoration</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Request to restore data and files</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restoration of data and files</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Network</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASP Network up to and including the router at Superion’s location</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ASP Router at Customer’s location</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Customer’s network up to the router at Customer’s location</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Customer Workstations</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>System Performance</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Add/Change users</td>
<td></td>
<td></td>
</tr>
<tr>
<td>User add/change requests</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>User add/change implementation for System Access</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>User add/change implementation for Superion Solutions</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Add/Change Printers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printer add/change requests</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Printer add/change implementation on ASP network</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Printer add/change implementation for Superion Solutions</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Disaster Recovery</td>
<td></td>
<td>X</td>
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<tr>
<td>Password Management</td>
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<td>X</td>
</tr>
<tr>
<td>Application Management</td>
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<tr>
<td>Application Configuration</td>
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<td>X</td>
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<tr>
<td>Application Security Management</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Accuracy and Control of Data</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Security</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intrusion and Penetration Testing</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

11. Virtual Private Network (VPN) Concentrator. If Customer’s desired system configuration requires the use of a

☆ SUPERION ☏ ☏ ☏
VPN concentrator, including router, this will be provided by Superion. It will reside at Customer’s location but is, and shall remain the property of Superion.

12. **Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.

13. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Superion Solutions.

14. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from Superion or (ii) development work for enhancements or features that are outside the documented functionality of the Superion Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. Superion retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from Superion as a separate billable service.

15. **Disagreement Procedure.** In case the parties are in disagreement as to whether Superion has fulfilled its support obligations, they shall use all reasonable efforts to amicably settle such dispute. If disagreement remains following a ten (10) day work period, the parties shall escalate the issue to the following representatives to resolve the dispute:

   **Superion:** Director of Operations (first level); VP of Services (escalation – 1st level); General Manager (escalation – 2nd level)

   **Customer:**

The disagreement procedure proposed herein shall not limit either party’s right to bring a claim as provided for in the Agreement. Notwithstanding any dispute the parties have a duty to continue fulfilling all their other obligations under this Agreement.

16. **Telephone Support & Support Portal**

16.1 **Hours.** Superion shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”). Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Superion in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Superion Solutions or an act or omission of Superion, then Customer shall pay for Superion’s investigation and related services at Superion’s standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including remote access to the Specified Configuration.

16.2 **Releases.** Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Superion Solutions shall be furnished by means of new Releases of the Superion Solutions and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.

16.3 **Case Number.** Measured from the moment a Case number is created. As used herein a “Case number” is created when a) a Superion support representative has been directly contacted by Customer either by phone, email, in person, or through Superion’s online support portal, and b) when Superion’s support representative assigns a case number and conveys that case number to the Customer.
EXHIBIT 3
SUPERION TRAVEL EXPENSE GUIDELINES

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compac: or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee’s personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.
EXHIBIT 4 - MINIMUM INSURANCE REQUIREMENTS

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than $1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits $1,000,000 each occurrence for bodily injury and property damage, $2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Superion or around Superion's premises. Limits no less than $1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Vaughn Sullivan, Public Works Director

DATE: June 25, 2019

SUBJECT: Discussion and consideration of approving and entering into a Services Contract with the Midwest City Soccer Club for services in support of the soccer program at the Soccer Complex for FY 2019-20.

The City of Midwest City enters into an annual agreement with the Midwest City Soccer Club that specifies what services each party is responsible for on an annual basis.

Staff recommends approval of this contract.

Vaughn K. Sullivan
Public Works Director

Attachment: Services Contract
This contract is made this ___ day of _______________, 2019, by and between the Midwest City Soccer Club (hereinafter Sponsor) and the City of Midwest City (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner and Sponsor agree to the following terms of services rendered by each party for the operation of the soccer program (the program) in Midwest City. The terms of this contract shall begin July 1, 2019 and end June 30, 2020. This contract may be extended by the Owner on an annual basis under the same terms and conditions. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date (June 30).

2. It is expressly agreed that Owner shall be responsible for the following at the Soccer Complex in addition to other responsibilities set forth in this contract:
   a. Water, sewer, sanitation;
   b. Mowing and trimming of the area shown on the attached diagram as needed;
   c. Meeting room space at Midwest City Community Center subject to availability.

3. It is expressly agreed Sponsor shall be responsible for the following at the Soccer Complex in addition to the other responsibilities set forth in this contract:
   a. Administration of league;
   b. Collection of entry fees for leagues and tournaments;
   c. Scheduling of leagues and tournaments;
   d. Rescheduling of leagues and tournaments;
   e. Game cancellations;
   f. Approval of rules;
   g. Distribution/collection/updating of rosters and player cards;
   h. Team sanctioning;
   i. Purchase of awards/trophies for leagues and tournaments;
   j. Setting rates (includes registration fees, gate admission and concession);
k. Contracting with officials;

l. Fundraising;

m. Protests;

n. Coaches discipline;

o. Tournament administration;

p. Daily regular season and tournament field maintenance;

q. Standings;

r. Employees, equipment, supplies, etc. for the operation of the concession and gate collection;

s. Phones and electricity needed for operation of the program;

t. Facility upkeep which includes improvements at the existing and future buildings, existing and future additions to the Regional Park Soccer Complex, electrical and plumbing;

u. Equipment and manpower to mow, trim and maintain areas not listed under Owner's responsibilities;

v. Work with Mid-Del Schools to host games when possible;

w. Any other administrative duties which are required in the operation of the program;

x. Conduct coaches background checks;

4. Owner will furnish dumpster and will remove and dispose of all rubbish, refuse and garbage from the soccer complex resulting from Sponsor's activity, provided that all rubbish, refuse and garbage is deposited in dumpster provided. Sponsor shall be responsible for the refuse and garbage pickup and facility cleanup on the park grounds and agrees to restore all Soccer Complex grounds, buildings, facilities, restrooms and structures to the level of cleanliness and order which existed prior to Sponsor's usage. Trash will be picked up on a schedule determined by agreement of Owner and Sponsor.
5. It is expressly agreed that there will be an annual inspection of the Soccer Complex by Owner and Sponsor to assure proper ongoing maintenance of the Soccer Complex. Any repairs identified through this inspection will be accomplished by Owner or Sponsor, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by Sponsor's and Owner's representatives.

6. Owner shall furnish Sponsor with adequate sets of keys and locks to the gates of the Soccer Complex. Sponsor agrees to furnish Owner with a list of those people to whom Sponsor has furnished any key(s) and to inform Owner of any changes therein. Owner reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. Locks and keys that are lost during the term of this contract will be replaced at Sponsor's expense.

7. In the event of a natural disaster or an act of God, any damages to the Soccer Complex will be resolved through a joint effort by Sponsor and Owner based on the availability of funds.

8. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract is in addition to the requirements set out in the lease agreement between the parties. This contract can only be altered or changed if done so in writing and signed by both parties.

9. This contract shall become effective on the 1st day of July, 2019, and shall continue in force and effect until midnight on the 30th day of June, 2020.
Agreed to and witnessed on this ____ day of ________, 2019.

ATTEST:

BOB BRYAN, VICE-PRESIDENT
MIDWEST CITY SOCCER CLUB

DARREN HIGGINS, PRESIDENT
MIDWEST CITY SOCCER CLUB

Address:_____________________

Address:_____________________

Email:_______________________

Email:_______________________

Phone:_______________________

Phone:_______________________

ATTEST:

SARA HANCOCK, CITY CLERK

MATTHEW D. DUKES. II MAYOR
CITY OF MIDWEST CITY

Address:_____________________

Email:_______________________

Phone:_______________________

APPROVED as to form and legality this ____ day of ________, 2019.

____________________________
HEATHER POOLE
CITY ATTORNEY
Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Work Director

Date: June 25, 2019

Subject: Discussion and consideration of awarding a bid and entering into a contract for FY 2019/2020 to purchase Portland cement from Dolese Bros. Co. cement in the amounts of $106.00 per cubic yard, with 2% calcium $112.50 per cubic yard and 3500lb Portland cement in the amounts of $112.00 per cubic yard, with 2% calcium $119.00 per cubic yard.

On Tuesday, June 11, 2019, at 2:00 p.m., bids were opened for the FY 2019/2020 Portland cement contract. Dolese Bros. Co. submitted the only bid. Dolese Bros. Co. has held the contract in the past and has provided quality products and timely delivery.

Staff would recommend awarding a bid and entering into a contract with Dolese Bros. Co. for 2500lb Portland cement in the amounts of $106.00 per cubic yard, with 2% calcium $112.50 per cubic yard and 3500lb portland cement in the amounts of $112.00 per cubic yard, with 2% calcium $119.00 per cubic yard.

In FY 2018-19 approximately $106,241.00 was encumbered for portland cement.

Funds are available through numerous accounts in the Public Works departments

Vaughn K. Sullivan
Public Works Director

Attachment: Bid Tabulation Sheet
Dolese Bros. Co. Bid
## PORTLAND CEMENT CONCRETE

### BID LIST

<table>
<thead>
<tr>
<th>Bid Amount</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Goddard Concrete</td>
<td>2500# per sq. in. @ 28 days No Bid Received</td>
</tr>
<tr>
<td>3101 NE 10th</td>
<td>2500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td>Okla. City, OK 73117</td>
<td>w/ 2% calcium chloride</td>
</tr>
<tr>
<td>(405) 424-4383</td>
<td>3500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td>Attn: Kelly Goddard</td>
<td>3500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td><a href="mailto:Goddard.concrete@att.net">Goddard.concrete@att.net</a></td>
<td>w/ 2% calcium chloride</td>
</tr>
<tr>
<td>2. Dolese Brothers</td>
<td>2500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td>13 NW 13</td>
<td>$106.00 per cu ft</td>
</tr>
<tr>
<td>Okla. City, OK 73101</td>
<td>2500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td>(405) 297-8268</td>
<td>$112.50 per cu ft</td>
</tr>
<tr>
<td>Attn: Projects</td>
<td>3500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td><a href="mailto:projects@dolese.com">projects@dolese.com</a></td>
<td>$112.00 per cu ft</td>
</tr>
<tr>
<td>w/ 2% calcium chloride</td>
<td>$119.00 per cu ft</td>
</tr>
<tr>
<td>3. Schwarz Ready Mix</td>
<td>2500# per sq. in. @ 28 days No Bid Received</td>
</tr>
<tr>
<td>P.O. Box 850450</td>
<td>2500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td>Yukon, OK 73085</td>
<td>w/ 2% calcium chloride</td>
</tr>
<tr>
<td>(405) 354-8824</td>
<td>3500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td>Attn: Philip Schwarz</td>
<td>3500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td><a href="mailto:Philip.Schwarz@srmokc.com">Philip.Schwarz@srmokc.com</a></td>
<td>w/ 2% calcium chloride</td>
</tr>
<tr>
<td><a href="mailto:Tony.welton@srmokc.com">Tony.welton@srmokc.com</a></td>
<td></td>
</tr>
<tr>
<td>Tony Cell # 517-6971</td>
<td></td>
</tr>
<tr>
<td>4. Metheny Concrete</td>
<td>2500# per sq. in. @ 28 days No Bid Received</td>
</tr>
<tr>
<td>1617 S Lowry St</td>
<td>2500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td>Oklahoma City, OK 73129</td>
<td>w/ 2% calcium chloride</td>
</tr>
<tr>
<td>(405-947-5566</td>
<td>3500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td>Attn: Brent Roberts</td>
<td>3500# per sq. in. @ 28 days</td>
</tr>
<tr>
<td><a href="mailto:broberts@methenyconcrete.com">broberts@methenyconcrete.com</a></td>
<td>w/ 2% calcium chloride</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: June 25, 2019

Subject: Discussion and consideration of approving and entering into a contract for fiscal year 2019-2020 between the Parks and Recreation Department and Vann & Associates for marketing and public relations services in the amount of $1,650.00 per month.

Vann and Associates has been providing marketing and public relations services for several years to the Parks and Recreation Department as well as the CVB. The scope of services outlined in this agreement includes social media marketing development and management for Facebook and Instagram, as well as production and distribution of a monthly e-newsletter. The services include content development, writing and graphic design for said services. Using one professional firm for all public relations provides brand continuity and consistent positive image production across all the Parks and Recreation Department’s communication mediums.

In addition, the time allotted to manage these accounts will be 15 hours per month. Additional time over 15 hours will be billed at $125.00 per hour.

The Special Events and Marketing Manager has been very pleased with the quality of work provided by Vann and Associates. Staff recommends approval.

Funds are budgeted and available through the Parks and Recreation fund 123 contractual account.

Vaughn K. Sullivan
Public Works Director

Attachment: Vann and Associates Contract
Services Provided

Social Media Marketing development:
Vann & Associates will provide on-going social media marketing development including the creation of contests, content, engagement with other social media users as well as positioning for outreach opportunities. Our services include development and management of the following:

- Manage two (2) Parks and Recreation Department social media channels (Facebook and Instagram)

E-newsletter Development & Distribution:
Vann & Associates will work with city staff to develop timely messaging to distribute via an e-newsletter once a month. This messaging will include showcasing the city events, Parks and Recreation Department offerings and other pre-approved messaging. Services provided include content development, writing, social media-related photography and graphic design pertaining only to social media or e-newsletter graphics.

Compensation for Services
For the services described above, Vann & Associates will charge a fee of $1,650 per month for a term of 12 months. The time allotted to manage these accounts will be 15 hours per month. Additional time over the 15 hours will be billed at $125 per hour.

Additional Third-Party Costs
The prices within this proposal do not include associated costs such as printing, photography, advertising buys, stock photography, e-newsletter services, travel expenses or other hard costs potentially associated with the creation of collateral material or other services. Although the agency has tried to foresee any potential costs, there may be occasions in which additional funds will be necessary to complete a task. In such cases, the client acknowledges the potential impact such decisions may have on the outcome of a service or project.

Communication/Reporting
Vann & Associates will provide appropriate updates concerning the progress of our work including a monthly report of activities. We will schedule a regular meeting either in person or via conference call to discuss the overall direction, progress and concerns either the client or agency may have.

Agency Responsibilities
The agency will be responsible for performing all of the duties outlined within this proposal. An agreement re ec in he er ice an he benchmark o per ormance ill be i ne prior o he be innin o er ice.
Limit On Agency Service Fees
Any additional services over and above as outlined in this agreement may be billed at an hourly rate not to exceed $125.00 per hour.

Client Responsibilities
The public relations process is a partnership between the agency representative and the client. We work with you to develop campaigns, brands and recommendations to move your organization forward. As a client, we must ensure that all necessary information, materials, and access to key staff and information is provided to the agency so that we may determine the best recommended direction for your campaign. Our agreement is based upon benchmarks set by both the client and the agency. Often, those goals can only be achieved if we work together.

Social and Digital Media
The ebb and flow of ideas as well as an organic growth process. Although we guarantee the amount of time we work on the accounts and the anticipated growth outlined in the “services” section of this agreement, there is no guarantee of any further growth, or stabilization which may also include the decrease of channel reach and/or the impact they may have on your organization or business.

Agency of Record
Vann & Associates Strategic Communications Solutions, LLC (dba Vann & Associates Public Relations + Marketing) shall be the agency of record for City of Midwest City Parks & Recreation Department. This entitles Vann & Associates to exclusivity to any opportunity or service within the scope of this agreement. Additional agencies, firms, and/or individuals solicited to perform any scope similar to these services must be approved in writing by Vann & Associates prior to entering into a relationship. Vann & Associates reserves the right to refuse any agency, firm and/or individual for any reason. If this clause is violated, Vann & Associates reserves the right to claim the entire balance of the contract in full with no additional work.

Sole Use of Materials
Services and/or products which are provided to the client for their specifically intended uses which are re-purposed by the client without the written approval of Vann & Associates Strategic Communications Solutions, LLC will be eligible for additional levied fees in accordance with project price structure.

Past Due Payments
Mon hly payment are due by the 5th of each month. If they are not received by the fifth day of each month, there will be a 10 percent fee compounding until payment of the original amount and all late fees are received.

Defining a Billable Hour
A billable hour is any 60-minute interval, per representative during the standard business hours of 8:30 a.m. to 5:30 p.m. Monday through Friday. Additional agency staff or additional time is billed against such hour at intervals of 15-minute blocks. The number of staff members assigned to a project or service is at the sole discretion of Vann & Associates, however, we will maintain a budget conscious perspective when assigning staff. Time outside of standard business hours, defined as 8:30 a.m. to 5:30 p.m., Monday through Friday, shall be billed at time and a half increments of 15-minute intervals.
Length of this agreement
This agreement is for a term of twelve (12) months beginning on July 1, 2019 and ending on June 30, 2020. This agreement shall be considered fully executed upon the signature and payment of appropriate fees. The agreement shall be signed by both parties with the understanding they are both of legal and reasonable ability to enter into such an agreement.

Cancellation Policy
Either party may cancel this agreement by providing written notice 60 days prior to the desired date of cancellation. Any outstanding monthly fees shall be paid up to the point of separation. Any projects or services shall be paid in full prior to separation. The agency will return any proprietary items such as photographs, documents, etc. to the client prior to separation.

Dispute Resolution
The Parties agree that any dispute shall be subject to, and resolved in, Oklahoma County District Courts. In the event a suit is instituted, the prevailing Party may collect any court ordered attorney’s fees and costs.

Acceptance of Terms
The signature of both parties shall evidence acceptance of these terms.

Consented and Agreed to:

________________________
Tony Vann
President

________________________
CITY CLERK, Sara Hancock

APPROVED as to form and legality this _____ day of __________, 2019.

________________________
CITY ATTORNEY, Heather Poole
Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: June 25, 2019

Subject: Discussion and consideration of approving and entering into a contract for FY 19-20 Convention and Visitors Bureau (CVB) marketing and public relations services with Vann and Associates, in the amount of $1,000.00 per month.

Vann and Associates has been providing the Midwest City CVB marketing and public relations services for several years. The scope of their services includes website and social media administration, as well as production and distribution of the CVB’s monthly e-newsletter. Using one professional firm for all public relations provides brand continuity and consistent positive image production across all the CVB’s communication mediums.

In addition, the contract provides a not to exceed hourly production rate of $125.00 for the development of additional print media advertisements. The CVB will use the hourly rate provision to produce advertisements and flyers for various publications throughout the year.

The CVB director has been very pleased with the quality of Vann and Associates work and staff recommends approval.

Vaughn K. Sullivan
Community Services Director

Attachment: Vann and Associates Contract
**Services Provided**

**Social Media Marketing development:**
Vann & Associates will provide on-going social media marketing development including the creation of contests, content, engagement with other social media users as well as positioning for outreach opportunities. Our services include development and management of the following:

- Manage two (2) Midwest City Convention and Visitors Bureau social media channels (Facebook and Twitter)

**E-newsletter Development & Distribution:**
This will include showcasing the city events, tourism attractions, meeting opportunities other pre-approved messaging.

Services provided include content development, writing, social media-related photography and graphic design pertaining only to social media or e-newsletter graphics.

**Compensation for Services**
For the services described above, Vann & Associates will charge a fee of $1,000 per month for a term of 12 months. The time allotted to manage these accounts will be 15 hours per month. Additional time over the 15 hours will be billed at $125 per hour.

**Additional Third-Party Costs**
The prices within this proposal do not include associated costs such as printing, photography, advertising buys, stock photography, e-newsletter services, travel expenses or other hard costs potentially associated with the creation of collateral material or other services. Although the agency has tried to foresee any potential costs, there may be occasions in which additional funds will be necessary to complete a task. In such cases, the client acknowledges the potential impact such decisions may have on the outcome of a service or project.

**Communication/Reporting**
Vann & Associates will provide appropriate updates concerning the progress of our work including a monthly report of activities. We will schedule a regular meeting either in person or via conference call to discuss the overall direction, progress and concerns either the client or agency may have.

**Agency Responsibilities**
The agency will be responsible for performing all of the duties outlined within this proposal. An agreement
Limit On Agency Service Fees
Any additional services over and above as outlined in this agreement may be billed at an hourly rate not to exceed $125.00 per hour.

Client Responsibilities
The public relations process is a partnership between the agency representative and the client. We work with you to develop campaigns, brands and recommendations to move your organization forward. As a client, we may determine the best recommended direction for your campaign. Our agreement is based upon benchmarks set by both the client and the agency. Often, those goals can only be achieved if we work together.

Social and Digital Media
The public relations process is a partnership between the agency representative and the client. We work with you to develop campaigns, brands and recommendations to move your organization forward. As a client, we determine the best recommended direction for your campaign. Our agreement is based upon benchmarks set by both the client and the agency. Often, those goals can only be achieved if we work together.

Agency of Record
Vann & Associates Strategic Communications Solutions, LLC (dba Vann & Associates Public Relations + Marketing) shall be the agency of record for the Midwest City Convention and Visitors Bureau. This entitles Vann & Associates to exclusivity to any opportunity or service within the scope of this agreement. Additional services not listed in the “services” section of this agreement, there is no guarantee of any further growth, nor stabilization which may also include the decrease of channel reach and/or the impact they may have on your organization or business.

Sole Use of Materials
Services and/or products which are provided to the client for their specifically intended uses which are re-purposed by the client without the written approval of Vann & Associates Strategic Communications Solutions, LLC will be eligible for additional levied fees in accordance with project price structure.

Past Due Payments
Mon hly paymen are ue by he r ay o each mon h. hey are no recei e by he h ay o each month, there will be a 10 percent fee compounding until payment of the original amount and all late fees are received.

Defining a Billable Hour
A billable hour a e ne by hi a reemen i any 60 minu e in er al per repre en a i e urin he ar bu ine hour o 8 30 a.m. o5 30 p.m. Mon ay hrou h Fri ay. A i onal a ency a or a i onal ime i bille a ain uch hour a in er al o 15 minu e bloc . The number o a member a i ne o a pro ec or service is at the sole discretion of Vann & Associates, however, we will maintain a budget conscious perspective hen a in a i onal a . Time e o e ou i e o an ar bu ine hour e ne a 8 30 a.m. o5 30 p.m., Monday through Friday, shall be billed at time and a half increments of 15-minute intervals.
Length of this agreement
This agreement is for a term of twelve (12) months beginning on July 1, 2019 and ending on June 30, 2020. This agreement shall be considered fully executed upon the signature and payment of appropriate fees. The agreement shall be signed by both parties with the understanding they are both of legal and reasonable ability to enter into such an agreement.

Cancellation Policy
Either party may cancel this agreement by providing written notice 60 days prior to the desired date of cancellation. Any outstanding monthly fees shall be paid up to the point of separation. Any projects or services shall be paid in full prior to separation. The agency will return any proprietary items such as photographs, documents, etc. to the client prior to separation.

Dispute Resolution
The Parties agree that any dispute shall be subject to, and resolved in, Oklahoma County District Courts. In the event a suit is instituted, the prevailing Party may collect any court ordered attorney’s fees and costs.

Acceptance of Terms
The signature of both parties shall evidence acceptance of these terms.

Consented and Agreed to:

______________________________
CITY CLERK, Sara Hancock
APPROVED as to form and legality this _____ day of __________, 2019.

______________________________
CITY ATTORNEY, Heather Poole
MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: June 25, 2019

Subject: Discussion and consideration of entering into a contract to distribute the Midwest City visitors guide by mail through the Oklahoma Tourism and Recreation Commission in the amount of $1.16 per mailing.

In an effort to solicit and serve meeting planners, event coordinators and all other types of visitors, the Convention & Visitors Bureau creates, produces and arranges for mass distribution of the Midwest City Visitors Guide. The 8.5 X 11 double-sided full color reference tool outlines Midwest City meeting facilities, hotels, points of interest, and amenities. The up-to-date meeting facility listings, hotel accommodations, special event descriptions, and current community photos provide an attractive overview of all Midwest City has to offer. The Midwest City visitors guide is available statewide at all Oklahoma Welcome Centers and through Certified Folder displays in hotel lobbies statewide.

In addition, the Oklahoma Tourism and Recreation Commission receives as high as 800 requests per month, through their web site and by phone, for a Midwest City Visitors Guide. This contract covers the cost of postage for distributing the Midwest City Visitors Guide by mail anywhere in the United States.

Staff would recommend entering into a contract to distribute the Midwest City Visitors Guide by mail through the Oklahoma Tourism and Recreation Commission in the amount of $1.16 per mailing. This price is $.14 less than last year. The current visitors guide is few pages smaller and lighter than the previous addition; consequently, less postage is required to send it.
The Midwest City Convention and Visitors Bureau will spend approximately $3,500.00 in FY19-20 with the Oklahoma Tourism and Recreation Commission to mail the Midwest City Visitors Guide nationwide.

Funds are budgeted and available in the Convention and Visitors Bureau budget.

___________________________
Vaughn K. Sullivan
Public Works Director

Attachment: Oklahoma Tourism and Recreation Commission Contract
Fulfillment Agreement

BETWEEN

OKLAHOMA TOURISM AND RECREATION DEPARTMENT

AND

CITY OF MIDWEST CITY

AUTHORITY
1. This Fulfillment Agreement between the Oklahoma Tourism and Recreation Department “OTRD” and the City of Midwest City, is in accordance with 74 O.S. Section 2221(B), which authorizes the Oklahoma Tourism and Recreation Department to enter into promotional programs with private organizations in order to serve the people of the state through the promotion of tourism and tourism economic development.

SCOPE OF SERVICES
2. Oklahoma Tourism and Recreation Department (OTRD) agrees to provide fulfillment services for the City of Midwest City.

3. OTRD reserves the right to refuse fulfillment services of a proposed brochure at its sole discretion. Upon approval, OTRD agrees to make the City of Midwest City brochure available to the public through the OTRD web site (www.TravelOK.com), as well as to interested callers.

4. OTRD agrees that literature will enter the postal stream within 7 business days of receipt of request.

5. OTRD will ship all literature “Bound Printed Matter”.

6. OTRD agrees to provide a monthly listing of customers the City of Midwest City brochure was provided to the previous month.

7. The City of Midwest City agrees to provide sufficient quantity of its brochure to ensure timely fulfillment.

INVOICING AND PAYMENTS
8. OTRD agrees to invoice the City of Midwest City for fulfillment services rendered during the preceding month.

9. OTRD will charge $1.16 per brochure. If the US Postal Service raises the postage rates during the term of this Agreement, OTRD reserves the right to increase the fee per brochure by an amount equal to the postal increase. A quantity discount fee structure is as follows: the first 500 brochures invoiced at regular brochure postage price; 501 – 800 brochures invoiced at 80% of the regular price; 801-1000 brochures invoiced at 60% of regular price; and 1000+ brochures invoiced at 50% of regular price.
10. Payment terms will be “30 Days Net”. If an outstanding Fulfillment Program balance remains unpaid for a period of 90 days, the brochure may be temporarily removed from the program at the discretion of OTRD until full payment of any outstanding invoice(s) has been made.

TERMS AND CONDITIONS

11. This agreement will be in force for 12 months from the date the agreement is executed by the last party, or until 30 days after notice has been given by either party of its desire to terminate the contract. This agreement will continue for additional like 12-month terms unless 30-day notice has been given by either party to terminate.

12. Please read and select any that apply: I am choosing to participate in the following programs:
   1. ____X____ Fulfillment Program
   2. _____ Fulfillment Program with a cap of _____ brochures sent per month or cap of $_______ per month.
   3. _____ Kit Program in-addition-to Fulfillment Program.
   4. _____ Kit Program ONLY.

13. Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30-day notice.

14. Any amendment to this Agreement must be in writing.

15. The City of Midwest City is liable for payment for all fulfillment costs for literature distributed up to the termination date.

AUDITS AND RECORDS CLAUSE

16. As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of this contract.

17. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

18. Each party acknowledges that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, negotiations, representations, commitments, writings, understandings, agreements, and all other communications, both oral and written, between the parties. This Agreement has been reviewed, accepted, and executed by the parties’ duly authorized representatives on the day(s) and year written below.

GOVERNING LAW

19. The laws of the State of Oklahoma shall govern this agreement.
AUTHORIZATION OF FULFILLMENT AGREEMENT
I understand that by signing the Agreement below that I am certifying that I am the authorized agent and have the legal authority to commit funds/modify terms on behalf of the organization/business entering into this contract.

_________________________________________  _________________________________________
Authorized Signature                        Authorized Signature
Oklahoma Tourism and Recreation Dept.        City of Midwest City

_________________________________________  _________________________________________
Title                                        Title or (Agent Name if applicable)

_________________________________________  _________________________________________
Print Name                                    Print Name

_________________________________________  _________________________________________
Date of Signature                             Date of Signature
Memorandum

To: Honorable Mayor and Council
From: Vaughn K. Sullivan, Public Works Director
Date: June 25, 2019
Subject: Discussion and consideration of renewing contracts for FY 19-20 with Midstate Traffic Control, Inc. for traffic signal maintenance and Unifirst Holdings, Inc. for uniforms.

Traffic Signal Maintenance
Midstate Traffic Control, Inc. has agreed to renew the Traffic Signal Maintenance contract without modification for FY 19-20 as follows:

BASE/MONTHLY RATE: $4,543.00
Allowance for the addition of each signalized intersection: $79.25
Allowance for the addition of each signalized school zone: $22.00

OKIE LOCATES RATES (Per Location):
Emergency Rate (two hour response): $140.00
Standard Rate (48 hour response): $110.00

LOOP INSTALLATION RATE: $4.35 per linear fee

BULB REPLACEMENT RATES:
(Labor and Equipment)
Rate shall be calculated for 1 to 3 bulbs at various locations per bulb per call out: $75.00
Rate shall be calculated for 4 or more bulbs at various locations per bulb per call out: $75.00

DAMAGE/RECONSTRUCTION/MODIFICATION RATES:
Hourly rate per man: $49.85
Equipment rates: Plus 15%
Materials rate shall be based upon a percentage of markups over contractor cost and verifiable by paid invoice. Plus 15%

In FY 18-19 approximately $110,326.35 was encumbered with Midstate Traffic Control, Inc. by the street department for traffic signal maintenance.
Uniforms
Unifirst Holdings, Inc. has agreed to renew the uniform contract without modification for FY 19-20 as follows:

**Weekly Price Per Person:**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Weekly Price Per Person</th>
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</thead>
<tbody>
<tr>
<td>65/35 Shirts and pants (11 issue each)</td>
<td>$2.00 Shirts $2.20 Pants</td>
</tr>
<tr>
<td>100% cotton shirts and pants (11 issue each)</td>
<td>$2.50 Shirts $3.20 Pants</td>
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<tr>
<td>Security shirts and pants (11 issue each)</td>
<td>$2.50 Shirts $3.20 Pants</td>
</tr>
<tr>
<td>65/35 industrial jackets (2 issue)</td>
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<tr>
<td>Hi viz T shirt Long &amp; Short sleeve (11 total)</td>
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<td>Polo shirt, long &amp; short sleeve (11 total)</td>
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<td>100% cotton blue jeans (11 total)</td>
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<tr>
<td>Coverall, blend &amp; 100% cotton (each)</td>
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<tr>
<td>Service charge (prep fee) per garment</td>
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<tr>
<td>Emblem charge (city emblem)</td>
<td>$1.25 each</td>
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<tr>
<td>Emblem charge (wearer emblem)</td>
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<td>Embroidery charge</td>
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**Weekly rental:**

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<tr>
<td>Floor mats:</td>
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<tr>
<td>3 x 4</td>
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<td>3 x 5</td>
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<td>4 x 6</td>
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<td>18 x 18</td>
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<td>Red shop towels:</td>
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<td>Fender covers:</td>
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<td>36” Dust mop:</td>
<td>$.56 each</td>
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<tr>
<td>Lab coats:</td>
<td>$.145 each</td>
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<td>Wall mounted air freshener:</td>
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**Price each (non-rental):**

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<td>Hands-Free towels</td>
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<td>Hands-Free heavy duty hand cleaner</td>
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In FY 18-19 approximately $66,360.26 was encumbered with Unifirst Holdings, Inc. for uniforms.
Staff recommends approval.

Funds were budgeted and are available in all departments’ contractual accounts.

Vaughn K. Sullivan
Public Works Director

Attachments: Contract Renewal Letters
April 29, 2019

Midstate Traffic Control, Inc.
Attn: Len Scantling
12501 N Santa Fe Ave
Oklahoma City, OK 73114

“Traffic Signal Maintenance”

Dear Mr. Scantling,

It is time to re-new the City of Midwest City’s contracts for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

/s/ Vaughn K. Sullivan
Vaughn K. Sullivan
Public Works Director

[Signature]

Yes, we agree to continue the present contract without modification.

____________

No, we are not able to continue the present contract without modification.

Sign: [Signature]  Title: Exec. U. Pres  Date: 5/12/19

VKS:dka
April 29, 2019

Unifirst Holdings, Inc.
Mr. David Mason
General Manager
2130 E California Ave
Oklahoma City, OK 73117

"Uniforms"

Dear Mr. Mason,

It is time to re-new the City of Midwest City’s contracts for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

[Signature]

Vaughn K. Sullivan
Public Works Director

[Signature]
Yes, we agree to continue the present contract without modification.

[Signature]
No, we are not able to continue the present contract without modification.

Sign: [Signature]
Title: [Signature]
Date: 4/30/2019

VKS:dka
MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Ryan Rushing, Information Technology Director
DATE: June 25, 2019

SUBJECT: Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.

The following computer equipment and peripheral devices are obsolete, defective or have been replaced.

Staff recommends approval

Ryan Rushing, Information Technology Director
### CPU

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### MONITORS

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### MISCELLANEOUS

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Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: June 25, 2019

RE: Discussion and consideration of declaring fifty eight (58) Midwest City PD department owned firearms as surplus and authorizing their disposal by trade-in for the purchase of forty four (44) new Glock 9 mm with GT Distributors, Austin, TX.

The Midwest City Police Department requests consideration to enter into an agreement with GT Distributors of Austin, Texas to dispose of the surplus firearms set out on the attached list, for a trade-in value of $14,000.00. This $14,000.00 credit will be used to purchase forty four new Glock 9mm for the Midwest City PD with GT Distributors.

Staff recommends approval.

__________________________
Brandon Clabes, Chief of Police

Attachments:
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<th>Model</th>
<th>Serial #</th>
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<th>Part #</th>
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DISCUSSION ITEMS
To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 25, 2019

Subject: (PC-1997) Public hearing with discussion and consideration of an ordinance to redistrict from C-1, Restricted Commercial to C-3, Community Commercial, for the property described as a part the SE/4 of Section 1, T11N, R2W, addressed as 9925 SE 15th Street.

Executive Summary: This is a request to rezone the property from C-1, Restricted Commercial to C-3, Community Commercial. The area of request is the site of an existing 7-Eleven store. The applicant submitted a building permit to expand the existing store and to add a new tenant space. Upon review of the building permit, staff recognized that the property is zoned C-1, Restricted Commercial. This zoning district requires a Special Use Permit for the use of gasoline sales. The existing use is considered legal non-conforming and may remain as is, however, the code states that if the non-conforming use expands, it must come into zoning conformance. The applicant is requesting to rezone this property to C-3 in order to come into conformance for the existing use and to allow C-3 uses in the new tenant space. No variances are requested and no public improvements are required with this application. If this request is approved, the building permit can be issued for the proposed building expansion. Staff recommends approval.

Dates of Hearing: Planning Commission – June 4, 2019
City Council – June 25, 2019

Owner: Bill Turney

Applicant: Chong Branson, 7-Eleven Stores

Proposed Use: Expansion of existing 7-Eleven and new tenant space

Size:
The area of request has a frontage of approximately 166’ along SE 15th Street and a depth of approximately 278’ along S. Post Road containing an area of approximately 46,621 square feet, more or less.
Development Proposed by Comprehensive Plan:
Area of Request – Office Retail (OR)
North, South, East and West – Office Retail (OR)

Zoning Districts:
Area of Request – C-1, Restricted Commercial
North and West – C-1, Restricted Commercial
South – C-3, Community Commercial
East – PUD, Planned Unit Development

Land Use:
Area of Request – Existing 7-Eleven
North – daycare
South - Walgreens
East – Marco’s Pizza/Liquor Store
West – Access Medical

Municipal Code Citation:
2.20 Community Commercial
2.20.1. General Description
This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

History:
1. The property was designated as C-1, Restricted Commercial, at the time of adoption of the 1985 Zoning Map.
2. The property remained designated as C-1, Restricted Commercial at the time of adoption of the 2010 Zoning Map.
3. The building permit for the original building was issued in 2001.
4. The Planning Commission recommended approval of this item on June 4, 2019.

Staff Comments:
Engineer’s report:
Water Supply and Distribution
An eighteen (18) inch public water main is located on the north side of S.E. 15th Street in the street right-of-way extending along the south side of the area of request. A thirty-six (36) inch public water main is located on the east side of Post Road in the street right-of-way extending along the east side of the area of request. Public water mains extend along the full frontage of this property, therefore water line improvements are not required as outlined in Municipal Code 43-32.
Sanitary Sewerage Collection and Disposal
An eight (8) inch public sewer main is located on the east side of Post Road in the street right-of-way extending along the east side of the area of request. A public sewer main is currently providing service to this property, therefore sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks
Access to the area of request is available from S.E. 15th Street and Post Road. S.E. 15th Street is classified as a secondary arterial in the 2008 Comprehensive Plan. S.E. 15th Street is a five (5) lane, 65-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a secondary arterial and presently, S.E. 15th Street has one hundred (100) feet of right-of-way adjacent to and parallel to the south side of the area of request. Post Road is classified as a secondary arterial in the 2008 Comprehensive Plan. Post Road is a five (5) lane, 65-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a secondary arterial and presently, Post Road has one hundred (100) feet of right-of-way adjacent to and parallel to the east side of the area of request.

Right of way grants are not required with this application.

There are existing sidewalk improvements along Post Road, but not along the frontage of S.E. 15th Street. Sidewalk improvements along S.E. 15th Street will be required with a building permit submittal as outlined in Municipal Code 37-67.

Drainage and Flood Control, Wetlands, and Sediment Control
An underground drainage system and detention using private storm pipes and private inlets currently service the area of request and the existing store. An expansion of the store’s footprint or the parking lot will require an expansion of the private drainage system and detention to account for the additional impervious area.

Improvement plans for the drainage system expansion must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

All development on the proposed tracts must conform with the applicable requirements of Municipal Code Chapter 13, “Drainage and Flood Control.”

Easements and Right-of-Way
No additional rights-of-way and/or easements are required with this application.

Fire Marshal’s report:
The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
Plan Review Comments:
In early April, staff received a building permit application to expand the existing 7-Eleven store at 9925 SE 15th as well as add a new tenant space. Upon review of the plans, staff noticed that the parcel is zoned C-1, Restricted Commercial. The use of gasoline sales: restricted is only allowed in the C-1 district by Special Use Permit. Staff did not find any record of a previously approved Special Use Permit. Given this information, the use of a gas station is considered legal non-conforming according to the Midwest City Zoning Ordinance. Section 5.8.4 (C) of the Zoning Ordinances states, “Expansion of a nonconforming use – No nonconforming use, except when required by law, shall be enlarged, extended, or reconstructed, unless such change is to a use permitted in the district.” As the building permit is for an expansion of the building and addition of new gas pumps, the property must be zoned appropriately prior to issuance of the building permit.

The applicant met with staff to discuss the options of either applying for a Special Use Permit to allow the gas station or rezoning the parcel to C-3, Community Commercial. At the time, the applicant was unsure of the future use for the tenant space. As that was unknown and much of the surrounding uses are applicable in the C-3 district, the applicant decided to apply to rezone the parcel to C-3, Community Commercial. If approved, this will allow for the expansion of the existing store. The future use of the tenant space must be an approved C-3 use.

The area where the applicant plans to build the expansion is currently grass and dirt. Customers occasionally park in this area. The expansion will be a good use of the existing vacant space.

No variances are requested with this application. Notices were sent to all property owners within 300 feet of the area of request. As of this writing, no protests have been received.

Staff recommends approval of this request.

Action Required:
Approve or reject the ordinance to redistrict to C-3, Community Commercial for the property as noted herein, subject to staff’s comments as found in the June 25, 2019 agenda packet and made a part of PC-1997 file

Billy Harless,
Community Development Director
KG
The Community Development department has prepared a future land use map for the area specified in PC-1997 (SE/4, Sec. 1, T11N, R2W). The map is a general information public resource and is not guaranteed for accuracy, timeliness, or completeness. The city makes no warranty, representation, or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map or any information on it is at that party's own risk and without liability to the city, its officials or its employees for any discrepancies, errors or variances that may exist.

Locator Map

Future Land Use Legend
- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

This map is a general information public resource. The city of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map or any information on it is at that party's own risk and without liability to the city of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.
Locator Map

2017 DOP (AERIAL) VIEW FOR
PC-1997
(SE/4, Sec. 1, T11N, R2W)

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.
PC-1997

ORDINANCE NO. ______

AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY DESCRIBED IN THIS ORDINANCE TO C-3, COMMUNITY COMMERCIAL, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That the zoning district of the following described property is hereby reclassified to C-3, Community Commercial, subject to the conditions contained in the PC-1997 file, and that the official Zoning District Map shall be amended to reflect the reclassification of the property’s zoning district as specified in this ordinance:

A part of the East half of the SE/4 of the SE/4 of the SE/4 of Section 1, T11N, R2W of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

BEGINNING at the SE/C of the SE/4 of said Section 1;
THENCE North 89°31’38” West along the South line of the said SE/4 a distance of 216.0 feet;
THENCE North 00°02’42” East and parallel with the East line of the SE/4 of said Section 1, a distance of 329.82 feet;
THENCE South 89°31’38” East and parallel with the South line of the SE/4 of said Section 1, a distance of 216.08 feet to the East line of the SE/4 of said Section 1;
THENCE South 00°02’42” West along the East line of the SE/4 of said Section 1, a distance of 329.82 feet to the POINT OR PLACE OF BEGINNING.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ______ day of _______________________, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

____________________________________
MATTHEW D. DUKES II, Mayor

ATTEST:

____________________________________
SARA HANCOCK, City Clerk

APPROVED as to form and legality this ______ day of ______________________, 2019.

____________________________________
HEATHER POOLE, City Attorney
To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 25, 2019

Subject: (PC – 1998) Discussion and consideration of approval of the proposed preliminary plat of The Eulene, described as a part of the SW/4 of Section 36, T12N, R2W, addressed as 329 King Avenue.

Executive Summary: This item is a request to subdivide a single parcel into two (2) individual parcels for single family development. The proposed lots have frontage on King Avenue and are each over two (2) acres in size which well exceeds the minimum lot size in the R-6, Single Family Residential zoning district. The applicant is requesting a waiver to the requirement for half street and sidewalk. A water extension is required with this application. If this preliminary plat is approved, plans for the water extension must be submitted to the City Engineer and the water line must be installed and approved prior to application for a final plat. Staff recommends approval of the The Eulene Preliminary Plat.

Drainage/Planning Commission Summary: Prior to the Planning Commission meeting, staff did not receive any calls or concerns from the abutting property owners regarding this request. Two surrounding neighbors attended the Planning Commission meeting and had a few questions. The first neighbor asked about the density and was concerned that the proposed development may be a higher density than the surrounding area. Staff explained that the application was to split the existing lot into two lots, each for single family residential development. The second neighbor asked if there would be increased runoff onto his property due to paving. The City Engineer explained that the development would not be allowed to have a negative impact on adjacent properties.

When building permit applications are submitted, staff schedules a site inspection with the builder of the residential structure. This inspection occurs on site with engineering staff and the builder. During this inspection, staff and the builder examine the entire lot as well as the site plan showing placement of the structure and driveway. During this inspection, it is determined whether or not a retaining wall or walls will be necessary so as not to cause a negative drainage impact on adjacent properties.

Dates of Hearing: Planning Commission – June 4, 2019
City Council – June 25, 2019

Council Ward: Ward 3, Españiola Bowen

Owner/Applicant: Stacy Deen
Surveyor: Curtis Hale

Proposed Use: Two (2) single family residential lots

Size:
The area of request has a frontage along King Avenue of approximately 310 ft. and a depth of approximately 640 ft., containing an area of approximately 4.55 acres.

Zoning Districts:
Area of Request – R-6, Single Family Detached Residential
North, South, East and West – R-6, Single Family Detached Residential

Land Use:
Area of Request – vacant
North, South, East and West – single family residences
Municipal Code Citation:
2.7.1. R-6, Single –Family Detached Residential District
The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA).
Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

38-18.1. Purpose
The purpose of a Preliminary Plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of the Subdivision Ordinance.

History:
1. This area has been zoned single-family residential since the adoption of the 1985 zoning code and has never been platted.
2. The Planning Commission recommended approval of this item on June 4, 2019.

Engineer’s Comments:
Water Supply and Distribution
A six (6) inch public water main is located on the east side of King Avenue and extends up to the south east corner of the area of request. Public water does not extend across the frontage of the proposed preliminary plat.

The applicant proposes to construct a public water line extension north along the east side of the King Avenue to provide service and fire protection to the new lots.

Improvement plans for the water line extension must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Extension of the water supply to serve this property and connection to the public water supply system for domestic service is required as outlined in Municipal Code 43-32.

Sanitary Sewer Collection and Disposal
An eight (8) inch public sewer main is located on the west side of King Avenue in the street right-of-way extending along the east side of the area of request. Eight (8) inch public sewer mains are also located in public utility easements along the west side and north side of the area of request.

Public sewer mains are currently providing service to this property, therefore sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks
Access to the area of request is available from King Avenue. King Avenue is classified as a local street in the 2008 Comprehensive Plan. King Avenue is a two (2) lane, 22-foot wide, uncurbed, asphalt concrete roadway with no sidewalk. King Avenue does not meet current code requirements for street and sidewalks. As outlined in Municipal Code 38-
The applicant has requested a waiver to the street and sidewalk improvements as there is no curbing nor sidewalk on King Avenue or in the adjacent area.

Current code requires a total half street right-of-way width of twenty-five (25) feet for local roads and presently, King Avenue has twenty (20) feet of right-of-way adjacent to the east side of the area of request.

A five foot right of way grant is required and will be dedicated on the final plat.

**Drainage and Flood Control and Sediment Control**

Drainage across the area of request is from the west to the east via overland flow to the bar ditch along King Avenue. Currently, the area of request is developed with a single family residence on a large acreage. The applicant proposes to continue to use the existing bar ditch to drain the property.

The area of request is not affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

**Easements and Right-of-Way**

The required easements and existing and proposed five foot right of way grant for the area of request will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Code Sections 38-41 and 38-44.

**Fire Marshal’s Comments:**

The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15.

**Planning Comments:**

The purpose of this preliminary plat is to split the existing 4.55 acre lot into two (2) individual lots for single family residential development. The proposed lots will have frontage along King Avenue. Lot 1 is shown to be approximately 2.33 acres and Lot 2 is shown to be approximately 2.22 acres.
The dedication of parks and open space is not required with this application as the density is not greater than one unit per net acre. The Midwest City Master Trails Plan does not identify planned trails through the area of request. A Tree Canopy Management Plan is not required as the area of request is less than five (5) acres.

Since this preliminary plat meets the subdivision regulations, staff recommends approval of the preliminary plat of The Eulene subject to these comments.

**Action Required:** Approve or reject the preliminary plat of The Eulene located on the property as noted herein, subject to the staff comments and found in the June 25, 2019 agenda packet and made a part of PC-1998 file.

Billy Harless, AICP
Community Development Director

KG
City of Midwest City
C/O Kellie Gilles
Planning Manager

To Whom It May Concern:

I am submitting this letter to respectfully request a waiver to the ½ street and sidewalk improvement requirement as it pertains to my PLAT application “The Eulene” at 329 North King Ave. I look forward to working with Kellie and everyone at the city, to help me along the way to building the perfect place to retire in the heart of the city I was born.

Thanks for all the help so far and if I need to supply any other information of any kind please feel free to contact me at any time.

Stacy Deen
1439 Emma Drive
Midwest City, OKLA 73130
(405)626-7050
Locator Map

Water/Sewer Legend

- Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - OKC Cross Country
  - Sooner Utilities
  - Thunderbird
  - Unknown
- Sewer Manholes
- Sewer Lines

Water/Sewer Line Location Map for PC-1998
(SW4, Sec. 36, T12N, R2W)

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The City of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

TO: Honorable Mayor and City Council
FROM: Billy Harless, Community Development Director
DATE: June 25, 2019

SUBJECT: (PC –1999) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the property described as a part of the SE/4 of Section 4 T11N, R2W, located at 6805 SE 15th Street.

Executive Summary: The parcel addressed as 6805 SE 15th Street is currently zoned C-3, Community Commercial. A single structure with two (2) separate restaurant spaces is located at the area of request. Jimmy’s Egg occupies one of the restaurant spaces. The other was formerly occupied by City Bites and is now vacant. The applicant is proposing to open Bad Nonna’s, an Italian restaurant in the vacant space. The applicant is proposing to sell alcoholic beverages within the restaurant which is the reason for this Special Use Permit application. A Site Plan was not required with this application as the building is existing. Notice was sent to all property owners within 300 feet of the area of request. Staff has not received any calls or letters of protest regarding this request. The applicant has provided staff with a picture of the letter of authorization from the property owner. The applicant stated at the Planning Commission meeting that he would get a notarized letter to staff prior to the June 25 City Council hearing. Staff recommends approval.

DATES OF HEARINGS:
Planning Commission – June 4, 2019
City Council – June 25, 2019
OWNER:          
LLKH LLC 

APPLICANT:  
Paden Weatherford

PROPOSED USE:     
Eating Establishment: Sit-Down, Alcoholic Beverages Permitted

DEVELOPMENT PROPOSED BY COMPREHENSIVE PLAN:     
Area of Request – OR, Office Retail 
North and East – OR, Office Retail 
South and West – LDR, Low Density Residential

ZONING DISTRICTS:     
Area of Request – C-3, Community Commercial 
North and East – C-3, Community Commercial 
South – SPUD, Simplified Planned Unit Development 
West – R-6, Single Family Detached Residential

LAND USE:     
Area of Request – Jimmy’s Egg/Vacant restaurant space 
North – Furniture Gallery 
South – vacant 
East – CVS 
West – single family residences

COMPREHENSIVE PLAN CITATION:     
Office/Retail Land Use 
Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

MUNICIPAL CODE CITATION:     
2.20 Community Commercial 
2.20.1. General Description 
This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.
Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

7.6. Special Use Permit

7.6.1. Special Use Permit
The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) Consideration for compatibility
With consideration given to the setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

(B) Review and approval
The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission’s recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

(C) Use identified by individual zoning district
If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval

(A) Special use permit criteria
The City Council shall use the following criteria to evaluate a special use permit:

1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
3) Whether the proposed use shall not adversely affect the use of neighboring properties.
4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

NOTIFICATION:
1. Written notice was mailed to owners of real property within 300 feet of the exterior boundaries of the subject property.

HISTORY:
1. This area was zoned C-3, with the adoption of the 1985 Zoning Map and remains so designated on the 2010 Zoning Map.
2. The Planning Commission recommended approval of this item June 4, 2019.

STAFF COMMENTS:
Engineering Staff Comments:
Note: This application is requesting a special use permit for a restaurant at an existing site. No engineering improvements are required with this application.
Water Supply and Distribution
An eight (8) inch public water main is located on the north side of S.E. 15th Street in the street right-of-way extending along the south side of the area of request. Public water mains extend along the full frontage of this property, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal
An eight (8) inch public sewer main is located in a public utility easement along the west side of the area of request. The public sewer main is accessible and existing facility is connected to the city sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks
Access to the area of request is available from S.E. 15th Street. S.E. 15th Street is classified as a secondary arterial in the 2008 Comprehensive Plan. S.E. 15th Street is a four (4) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for secondary arterials and presently, S.E. 15th Street has one hundred (100) feet of right-of-way adjacent to and parallel to the area of request.

Right of way grants to the city are not required with this application.

Street improvements are not required with this application.

Sidewalk spans the frontage of this property and is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control
Drainage serving the area of request is by an underground drainage system installed under the parking lot. Currently, the area of request is fully developed with a commercial business and surface parking. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

All development on the proposed tracts must conform with the applicable requirements of Municipal Code Chapter 13, “Drainage and Flood Control.”

Easements and Right-of-Way
No additional rights-of-way and/or easements are required with this application.

Fire Marshal’s Comments:
The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Planning Division:
As noted in the Executive Summary, this Special Use Permit is required as the applicant is proposing to sell alcoholic beverages within the new restaurant.

As of this writing, staff has not received any calls or letters of protest regarding this rezoning request.
The proposed use is classified within the Midwest City Zoning Ordinance as Eating Establishments: Sit-Down, Alcoholic Beverages Permitted. This category states that on-premise consumption of alcohol is accessory to the restaurant operation.

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance. Below are staff’s opinions as to how this application meets or does not meet the required criteria:

1. The Comprehensive Plan states that one of the three basic targets of economic development programming retaining and increasing the viability of existing local businesses. Allowing this Special Use Permit will allow this new business to occupy a space that has been vacant for several years which is consistent with the targets of the Comprehensive Plan.
2. The proposed use is in harmony with the general purpose and intent of the C-3 zoning district regulations as it is located in a commercial area and mostly surrounded by commercial uses.
3. The proposed use is not likely to adversely affect the neighboring properties. The applicant will be required to adhere to all laws regarding serving alcoholic beverages to patrons.
4. Staff does not believe that the proposed use will generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood. The area of request is already zoned C-3 and the traffic generated from this use would likely not change much from the existing daily traffic.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

If this application is approved, the applicant may be required to submit a remodel application if work is to be done within the space prior to opening. All trades must be state and Midwest City licensed and trade permits must be pulled and inspections must be complete prior to opening.

Based on the information above, staff recommends approval of this Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted at 6805 SE 15th Street.

**Action Required:** Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments and recommendations as found in the June 25, 2019 agenda packet and made a part of PC- 1999 file.

Billy Harless, AICP
Community Development Director
KG
RESOLUTION NO. __________

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW EATING ESTABLISHMENT: SIT-DOWN, ALCOHOLIC BEVERAGES PERMITTED AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY

WHEREAS, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described property with a classification of C-3, Community Commercial:

A part of the SE/4 of Section 4, T11N, R2W, more particularly described as: Bill Atkinson Ranchet B1&2 001 000 Pt Blk 1 Beg 375.75 ft west of SE/C Blk 1 thence west 174.97 ft; thence north 217 ft; thence east 173.60 ft; thence south 217.01 ft to the beginning; containing .868 acres more or less.

WHEREAS, it is the desire of the Midwest City Council to grant a Special Use Permit for said property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:

That the above described property located in Midwest City, Oklahoma be and is hereby granted a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ______ day of ________________________, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES III, Mayor

ATTEST:

__________________________
SARA HANCOCK, City Clerk

APPROVED as to form and legality this ______ day of __________________, 2019.

__________________________
HEATHER POOLE, City Attorney
Locator Map

2017 DOP (AERIAL) VIEW FOR PC-1999 (SE/4, Sec. 4, T11N, R2W)

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ZONING MAP FOR
PC-1999
(SE/4, Sec. 4, T11N, R2W)

Locator Map

Current Zoning Legend

Locator Map

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To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 25, 2019

Subject: (PC – 2000) Discussion and consideration of approval of the proposed preliminary plat of Pieper Addition, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2750 Hand Road.

Executive Summary: This item is a request to subdivide a single parcel into two (2) individual parcels for single family development. The proposed lots have frontage on Hand Road and are approximately 36,644 square feet each which well exceeds the minimum lot size in the R-6, Single Family Residential zoning district. The applicant is requesting a waiver to the requirement for half street and sidewalk improvements as well as a sanitary sewer extension. The City is in the process of installing a water main along the area of request. The applicant did pay the $75 deposit which will allow one lot to tie onto the new system. An impact fee of $7000 will be assessed at the time of building permit for the remaining lot. Staff recommends approval of the Pieper Addition Preliminary Plat.

Drainage/Planning Commission Summary: Prior to the Planning Commission meeting, staff received a call from a resident at 2700 Hand Road regarding existing drainage issues in the area. Engineering staff spoke with the resident about the existing issues, the proposed development and possible solutions for the issues. The resident also attended the Planning Commission meeting. It was discussed that the area of request slopes away from the concerned residents property and therefore, the development of two new single family homes would not negatively impact her property. The City Engineer explained that future public improvements such as a new water line are in the works and that staff is aware of the crossing that is impacting this resident and has forwarded a request to public works for regularly scheduled maintenance. The resident stated that she did not have an issue with the lot being split but wanted her concerns heard. Planning Commission recommended approval of this item.

Dates of Hearing: Planning Commission –June 4, 2019
City Council – June 25, 2019

Council Ward: Ward 6, Jeff Moore

Owner/Applicant: Paul Pieper, Paul Bradley Homes

Surveyor: Troy Dee
**Proposed Use:** Two (2) single family residential lots

**Size:**
The area of request has a frontage along Hand Road of approximately 241.2 ft. and a depth of approximately 303.85 ft., containing an area of approximately 1.68 acres.

**Zoning Districts:**
Area of Request – R-6, Single Family Detached Residential
North, South, East and West – R-6, Single Family Detached Residential

**Land Use:**
Area of Request – vacant
North, South and West – single family residences
East – vacant
Municipal Code Citation:
2.7.1. R-6, Single –Family Detached Residential District
The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA). Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

38-18.1. Purpose
The purpose of a Preliminary Plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of the Subdivision Ordinance.

History:
1. This area has been zoned single-family residential since the adoption of the 1985 zoning code and has never been platted.
2. The Planning Commission recommended approval of this item June 4, 2019.

Engineer’s Comments:
Water Supply and Distribution
There is currently no public water service available to the area of request. The City is in the process of extending water along Roefan and Hand Roads to provide service to the area. Connection to the public water supply system for domestic service will be possible when the applicant is ready for water meters.

The new water mains do have an $7000 impact fee that is required when setting up service. The applicant did pay the $75 deposit which will allow one lot to tie onto the new system. An impact fee of $7000 will be assessed at the time of building permit for the remaining lot.

Sanitary Sewer Collection and Disposal
There is currently no public sewer service available to the area of request.

The area residents use individual septic systems to service each property.

The applicant proposes to construct individual systems to service the new lots.

Streets and Sidewalks
Access to the area of request is available from Hand Road. Hand Road is classified as a local street in the 2008 Comprehensive Plan. Hand Road is a two (2) lane, 22-foot wide, uncurbed, asphalt concrete roadway with no sidewalk. Hand Road does not meet current code requirements for street and sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the street and sidewalk improvements as there is no curbing nor sidewalk on Hand Road or in the adjacent area.

Current code requires a total half street right-of-way width of twenty-five (25) feet for local roads and presently, Hand Road has twenty-five (25) feet of right-of-way adjacent to the west side of the area of request.
Right of way grants are not required with this application.

Drainage and Flood Control and Sediment Control
Drainage across the area of request is from the southwest to the northeast via overland flow. Water runoff from this area flows northeast and collects in Choctaw Creek, which makes its way north. Currently, the area of request is undeveloped. The resident to the north (2700 Hand Road) of the area of request has contacted staff and asked if the proposed preliminary plat would have any impact on their property. Staff has spoken with the resident and explained that the lot runoff from the new homes will be directed east, not north, draining towards Choctaw Creek and not towards 2700 Hand Road. There is however a bar ditch along Hand Road that slopes north from the area of request downhill past 2700 Hand Road. It carries minimum water and any new driveways will have culverts through them, there should be no noticeable impact on the bar ditch created by this application. The neighbor also inquired about the pipe crossing underneath Hand Road that is located north and west of the area of request and north and west of 2700 Hand Road. It was explained that none of these properties on the east side of Hand Road use the pipe crossing to drain property. The subject areas slope east towards Choctaw Creek, away from the road. Staff has forwarded the resident’s request to the street department to look at the crossing and see if any maintenance can be done to help its efficiency. The resident does understand this application does not relate to the Hand Road culvert crossing.

The area of request is not affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way
The required easements and right of way grants for the area of request will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Code Sections 38-41 and 38-44.

Fire Marshal’s Comments:
The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15.
Staff Comments:
The purpose of this preliminary plat is to split the existing 1.68 acre lot into two (2) individual lots for single family residential development. The proposed lots will have frontage along Hand Road. Each lot is approximately 36,644 square feet in size.

The dedication of parks and open space is not required with this application as the density is not greater than one unit per net acre. The Midwest City Master Trails Plan does not identify planned trails through the area of request. A Tree Canopy Management Plan is not required as the area of request is less than five (5) acres.

Since this preliminary plat meets the subdivision regulations, staff recommends approval of the preliminary plat of Pieper Addition subject to these comments.

Action Required: Approve or reject the preliminary plat of Pieper Addition located on the property as noted herein, subject to the staff comments and found in the June 25, 2019 agenda packet and made a part of PC- 2000 file.

Billy Harless, AICP
Community Development Director

KG
PRELIMINARY PLAT OF PIEPER ADDITION

a part of the Southwest Quarter of Section 8, Township 11 North, Range One West to Midwest City, Oklahoma County, Oklahoma
Requesting Variance Waver

Paul Bradley Homes is requesting variance for the requirement to connect to city sewer system due to no availability.

Paul Bradley Homes is planning to connect to City water when the city extends down Hand Rd.

Paul Bradley Homes is requesting variance for the requirement to install curbs and sidewalks (1/2 Street improvements) due to non-existing on current street (Hand Rd.).

Thank you for your consideration

Paul Pieper
Paul Bradley Homes, LLC.
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Locator Map

2017 DOP (AERIAL) VIEW FOR PC-2000
(SW/4, Sec. 8, T11N, R1W)

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To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 25, 2019

Subject: (PC – 2001) Discussion and consideration of approval of the Final Plat of Oakes Crossing, described as a part of the SW/4 of Section 31, T12N, R1W, addressed as 10225 E. Reno Avenue.

Executive Summary: This is a request to approve a final plat to subdivide a single parcel into six (6) individual parcels for single family residential development. The preliminary plat was approved in June of 2018. A sewer line extension was a requirement of the preliminary plat. That sewer line has been constructed and approved by staff. The applicant has also provided staff a copy of the covenants that will govern the development of this addition. All elements of the covenants meet or exceed City code. As this is consistent with the approved preliminary plat, staff recommends approval.

Drainage Information: This development is a large lot development with an existing pond on the northwest side of it collecting water. The applicant is incorporating design elements into every lot that will capture water from the new rooftops and drives and storing it on every lot as a way to have no increase in runoff. There is no increased runoff to the pond or off any other part of the plat. These provisions were added to the covenants of the proposed neighborhood so all of the builders and future homeowners know their responsibilities maintaining the drainage systems and not impacting the pond.

Dates of Hearing:
Planning Commission – June 4, 2019
City Council – June 25, 2019

Council Ward: Ward 3, Espaniola Bowen

Owner/Applicant: Steve and Cindy Merriman

Engineer/Developer: E.D. Hill

Proposed Use: Six (6) single family residential lots
Size:
The area of request has a frontage along E. Reno Avenue of approximately 657.22 ft. and a depth of approximately 329.82 ft, containing an area of approximately 4.98 acres.

Zoning Districts:
Area of Request – R-6, Single Family Detached Residential
North, South and East – R-6, Single Family Detached Residential
West – R-6, Single Family Detached Residential and R-6, Single Family Detached Residential with a Special Use Permit for a church

Land Use:
Area of Request – site of one single family residence and accessory building
North, South and East – single family residences
West – one single family residence and a church
Municipal Code Citation:
38-19 Final Plat
38-18.1. Purpose
The purpose of a Final Plat is to ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

History:
1. This area has been zoned single-family residential since the adoption of the 1985 zoning code.
2. The Oakes Crossing Preliminary Plat was approved June 26, 2018.
3. The Planning Commission recommended approval of this item June 4, 2019.

Engineer’s Comments:
Public Improvements
The Subdivision Regulations pertaining to this application require the applicant complete the installation of any required public improvements prior to the final plat application.

As required, the applicant has constructed an extension of the public sewer system to service all the new lots. It has been tested, bonded, and dedicated to the city.

No other public improvements were required with this application.

Easements and Right-of-Way
Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. As required, these are reflected on the final plat.

Fire Marshal’s Comments:
The fire department has reviewed the request for approval of the Final Plat of Oakes Crossing. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Staff Comments:
This is a request to subdivide one (1) existing 4.98 acre tract into six (6) individual parcels. The parcels are intended for single family residential development.

Lots 2-6 are approximately 29,690 square feet. Lot 1 is approximately 68,309 square feet. These lot sizes well exceed the requirement for the R-6, Single Family Residential district. The plat shows a 75’ front building line. Each structure must observe the 7’ side setbacks. All requirements of the Zoning Ordinance must be met with each building permit.

As noted in the preliminary plat report, the Park Land Review Committee voted to approve the request by the applicant to pay a fee in lieu of a park land dedication. Staff and the applicant agreed upon a value of the land which was used to calculate the required fee which was $233.33. The applicant must submit this fee prior to the final plat being approved by the City Council.
The applicant has submitted the covenants that will govern the development of this property. All items listed in the covenants meet or exceed City codes. Anything not specifically mentioned in the covenants will be governed by the Midwest City Zoning and Building regulations. Although there is nothing related to the subdivision (amenities, private roads, private detention ponds, etc.) that require that the covenants be submitted or reviewed by the City Attorney staff has included them within this agenda item. The City Attorney has reviewed the covenants and provided the following statement:

The covenants as set out meet or exceed city requirements and are reasonable given the location of the development. I understand the city will maintain a copy to determine all permitting requests for said development comply with covenant requirements.

The Final Plat as submitted is consistent with the approved Preliminary Plat. Staff recommends approval.

**Action Required:** Approve or reject the Oakes Crossing Final Plat located on the property as noted herein, subject to the staff comments and found in the June 25, 2019 agenda packet and made a part of PC- 2001 file.

Billy Harless, AICP  
Community Development Director

KG
Final Plat Requirements/Checklist – Planning

<table>
<thead>
<tr>
<th>38-48.7(B)(1)</th>
<th>Limits-of-No-Access</th>
</tr>
</thead>
<tbody>
<tr>
<td>38-48.7(B)(1)</td>
<td>Where access to arterial streets has been limited by the Planning Commission, a “Limits-of-No-Access” note shall be placed on the final plat.</td>
</tr>
<tr>
<td>38-49.3(E)</td>
<td>City review and approval of plans for amenities shall be required prior to issuance of a Letter of Final Acceptance for the subdivision improvements.</td>
</tr>
<tr>
<td>38-50.3</td>
<td>HOA Establishment Procedures</td>
</tr>
<tr>
<td>38-50.3(A)(1)</td>
<td>The declaration, covenants and other necessary documents establishing the HOA shall be submitted to the City for review by the City Attorney for conformance with this and other applicable ordinances prior to submission of the final plat and prior to issuance of a Letter of Final Acceptance for the development.</td>
</tr>
<tr>
<td>38-50.3(A)(2)</td>
<td>HOA documents should include descriptions of any amenities, Private Streets, stub streets, thoroughfare screening, 100-year Floodplains or tributaries, and other areas for which the HOA is responsible for maintenance and shall outline the organization of the HOA.</td>
</tr>
<tr>
<td>38-50.3(B)(1)</td>
<td>All HOA documents shall be reviewed by the City Attorney prior to recordation of the final plat.</td>
</tr>
<tr>
<td>38-50.3(B)(2)</td>
<td>The Applicant shall reimburse the City for all related legal costs, as established by the City Clerk’s Office for review of the HOA documents.</td>
</tr>
<tr>
<td>38-50.3(B)(3)</td>
<td>This reimbursement shall be paid in full prior to recordation of the final plat.</td>
</tr>
<tr>
<td>38-50.3(C)(1)</td>
<td>All HOA documents shall be recorded at the County prior to the recordation of the final plat.</td>
</tr>
<tr>
<td>38-50.3(C)(2)</td>
<td>Two copies of the recorded documents shall be submitted to the Director of Community Development for City records within five days following recordation.</td>
</tr>
<tr>
<td>38-50.3(D)</td>
<td>An additional phase to an existing subdivision is not required to establish a separate and distinct HOA provided that:</td>
</tr>
<tr>
<td>38-50.3(D)(1)</td>
<td>The existing recorded HOA documents are amended to incorporate the area of the new subdivision phase and to adopt the responsibility of its amenities, Private Streets, 100-year Floodplains and tributaries, thoroughfare screening, and other areas for which the HOA is responsible for maintenance.</td>
</tr>
<tr>
<td>38-50.3(D)(2)</td>
<td>The Applicant shall provide a draft of the amended covenants to the City Attorney for review prior to the recordation of the plat.</td>
</tr>
<tr>
<td>38-50.5</td>
<td>General HOA Governance and Requirements – The following shall be set forth in the HOA documents:</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>38-50.5(A)(1)</td>
<td>A statement that membership in the HOA is mandatory for all owners of property within the subdivision;</td>
</tr>
<tr>
<td>38-50.5(A)(2)</td>
<td>A listing of all required maintenance responsibilities and, where possible, the lot number(s), legal descriptions, street name(s), etc. as shown on the approved plat for areas to be the responsibility of the HOA;</td>
</tr>
<tr>
<td>38-50.5(A)(3)</td>
<td>By-laws related to the governance of the HOA;</td>
</tr>
<tr>
<td>38-50.5(A)(4)</td>
<td>Covenants for maintenance assessments, which shall run with the land;</td>
</tr>
<tr>
<td>38-50.5(A)(5)</td>
<td>Responsibility for liability insurance and local taxes;</td>
</tr>
<tr>
<td>38-50.5(A)(6)</td>
<td>Statement that the authority for enforcement of HOA rules and regulations is solely the responsibility of the HOA and is not the responsibility of the City;</td>
</tr>
<tr>
<td>38-50.5(A)(7)</td>
<td>Authority for the HOA to secure funds from its members sufficient to meet its responsibilities. This authority shall include the ability to collect dues, increase dues, charge special assessments and to place liens against property for failing to pay dues and assessments;</td>
</tr>
<tr>
<td>38-50.5(A)(8)</td>
<td>Provision that no amendment of the HOA documents relating to maintenance of amenities, private streets, 100-year Floodplains or tributaries, thoroughfare screening any other HOA-maintained area or facility, or related reserve funds shall occur without prior City approval;</td>
</tr>
<tr>
<td>38-50.5(A)(9)</td>
<td>Written release of liability for maintenance to benefit the City, written indemnification of the City outlining that under no circumstances shall the City be liable to the HOA or any property owner or their respective heirs, executors, administrators, devisees, personal representatives, successors or assigns for any damages, injuries (including death) and/or liability resulting from any amenity on the private streets, within or adjacent to any 100-year Floodplain or tributary associated with any thoroughfare screening or common landscaping, or from any other HOA-owned and maintained area or facility;</td>
</tr>
<tr>
<td>38-50.5(A)(10)</td>
<td>Written assurance of funds based on an accredited cost projection analysis within a specific reserve account of the HOA for the maintenance and removal of amenities as determined by the City;</td>
</tr>
<tr>
<td>38-50.5(A)(11)</td>
<td>Written consent giving the City the authority to take the actions for violations as set forth in the Subdivision Code.</td>
</tr>
<tr>
<td>38-50.5(A)(12)</td>
<td>Other city requirements as applicable.</td>
</tr>
</tbody>
</table>

38-50.6 HOA Development Regulations shall comply with the following regulations:

38-50.6(A) HOA documents shall not overrule the landscaping or other provisions of the Zoning Ordinance by penalizing or restricting water conserving landscapes, or by requiring landscape materials that do not comply with Zoning landscape requirements;

38-50.6(B)(1) Where amenities are proposed in conjunction with a development, the Applicant shall comply with the regulations for amenities in the Subdivision Regulations.
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>38-50.6(B)(2)</td>
<td>All developments that require the provision of common open space shall submit covenants to maintain open space recreational areas and other commonly owned facilities for review with the final plat application.</td>
</tr>
<tr>
<td>38-50.6(C)</td>
<td>For single-family and two-family residential developments, the 100-year Floodplain may be owned and maintained by and HOA. The final plat shall reflect and the HOA’s documents shall provide:</td>
</tr>
<tr>
<td>38-50.6(C)(1)</td>
<td>City access for emergency vehicles, equipment and personnel, and for the improvement and maintenance of the 100-year Floodplain in the event they are not being properly maintained and;</td>
</tr>
<tr>
<td>38-50.6(C)(2)</td>
<td>The HOA shall reimburse the City for all costs incurred by the City for maintenance.</td>
</tr>
<tr>
<td>38-50.6(D)(1)</td>
<td>The HOA shall own and be responsible for the maintenance of Private Streets and appurtenances and shall provide for payment of dues and assessments required to maintain the Private Streets and appurtenances.</td>
</tr>
<tr>
<td>38-50.6(D)(2)</td>
<td>The HOA documents shall state that if Private Streets are converted to public streets, the reserve fund shall become the property of the City.</td>
</tr>
<tr>
<td>38-50.6(D)(3)</td>
<td>The HOA’s documents shall specify the following:</td>
</tr>
<tr>
<td>38-50.6(D)(3)(a)</td>
<td>That the streets within the development are private, that they are owned and maintained by the HOA, and that the City has no obligation to maintain, repair or reconstruct the private streets.</td>
</tr>
<tr>
<td>38-50.6(D)(3)(b)</td>
<td>A statement that the City may, but is not obligated to, inspect private streets and require repairs necessary to ensure that the same are maintained to City standards.</td>
</tr>
<tr>
<td>38-50.6(D)(3)(c)</td>
<td>A statement that the HOA may not be dissolved without prior written consent of the City Council, which consent shall not be withheld by the City if it determines that an adequate reserve fund exists and the streets and alleys are in satisfactory condition as determined by the City.</td>
</tr>
<tr>
<td>38-50.6(D)(4)</td>
<td>The HOA’s documents shall note that certain City services may not be provided in Private Street developments.</td>
</tr>
<tr>
<td>38-50.6(D)(4)(a)</td>
<td>The services that may not be provided include, but are not limited to: police enforcement of traffic and parking ordinances and preparation of accident reports.</td>
</tr>
<tr>
<td>38-50.6(D)(5)</td>
<td>The HOA’s documents shall contain a provision that requires the HOA to provide unrestricted access to emergency vehicles, utility personnel, the U.S. Postal Service and governmental employees, agents or representatives in the performance of their official duties. All access gates shall be designed and constructed in accordance with emergency access design standards.</td>
</tr>
<tr>
<td>38-50.6(E)(1)</td>
<td>The HOA shall own and be responsible for the maintenance of all required screening walls and fences, landscaping, landscape edges and landscape irrigation systems and shall provide for payment of dues and assessments required to maintain such improvements.</td>
</tr>
<tr>
<td>38-50.6(E)(2)</td>
<td>The HOA documents shall state that the City has no obligation to maintain or reconstruct the screening walls and fences, landscaping, landscape edges and irrigation systems in the event of damage to such improvements.</td>
</tr>
<tr>
<td>38-50.6(E)(3)</td>
<td>The HOA documents shall state that the City may but is not obligated to inspect screening walls and fences, landscaping, landscape edges and</td>
</tr>
</tbody>
</table>
the City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>38-52.5</td>
<td>Minimum Park Improvements</td>
</tr>
<tr>
<td>38-52.5(A)</td>
<td>Neighborhood and linear parks shall be improved by the developer prior to a Letter of Final Acceptance being issued by the City.</td>
</tr>
<tr>
<td>38-52.7</td>
<td>Completion of Land Dedication and Improvements</td>
</tr>
<tr>
<td>38-52.7(A)</td>
<td>Park land shall be dedicated to the City concurrently with the filing of an approved Final Plat or Replat.</td>
</tr>
<tr>
<td>38-52.7(B)</td>
<td>All improvements, if applicable, shall be completed prior to approval of the Final Plat or Replat.</td>
</tr>
<tr>
<td>38-53.7(B)</td>
<td>Tree Mitigation Plan</td>
</tr>
<tr>
<td>38-53.7(I)</td>
<td>Replacement trees shall be planted prior to the approval of a Final Plat and shall be installed using best management practices.</td>
</tr>
</tbody>
</table>

Additional Notes:
**Final Plat Requirements/Checklist - Engineering**

The final plat shall be accompanied by a statement signed by the registered engineer preparing the plat that he has, to the best of his ability, designed the subdivision in accordance with the latest subdivision regulations and in accordance with the ordinances and regulations governing the subdivision of land.

<table>
<thead>
<tr>
<th>38-19</th>
<th>Items to accompany the Final Plat</th>
</tr>
</thead>
<tbody>
<tr>
<td>38-19.3</td>
<td>The applicant shall furnish with the application to the city a current title commitment identifying all person having an ownership interest in the property subject to the final plat and the final plat shall be signed by each owner effectively denoting that they are consenting to the platting of the property and to the dedications and covenants that may be contained in the final plat.</td>
</tr>
<tr>
<td>38-19.4</td>
<td>The final plat and all accompanying data shall conform to the approved preliminary plat or as the preliminary plat may have been subsequently amended. See section 38-18.10 for amending preliminary plat following approval.</td>
</tr>
<tr>
<td>38-19.9(a)(1)</td>
<td>All conditions imposed at the time of approval of the preliminary plat, as applicable, have been satisfied.</td>
</tr>
<tr>
<td>38-19.9(a)(3)</td>
<td>The construction plans conform to the requirements of section 38-27 and have been approved by the city engineer.</td>
</tr>
<tr>
<td>38-19.9(a)(4)</td>
<td>Where public improvements have been installed, the improvements conform to the approved construction plans and have been approved for acceptance by the city engineer.</td>
</tr>
<tr>
<td>38-19.9(a)(5)</td>
<td>The final layout of the subdivision or development meets all standards for adequacy of public facilities contained in this Subdivision Ordinance.</td>
</tr>
<tr>
<td>38-19.9(a)(7)</td>
<td>The final plat conforms to the director of community development’s subdivision application checklist, which will include a site development plan.</td>
</tr>
<tr>
<td>38-19.5(a)(1)</td>
<td>A final inspection has been done after the completion of all improvements.</td>
</tr>
<tr>
<td>38-19.5(a)(1)</td>
<td>Letter of final acceptance from City Engineer notifying the applicant of the city's intended acceptance contingent on the approval of the final plat.</td>
</tr>
<tr>
<td>38-65.151</td>
<td>Record drawings (as-buils) of all installed or constructed improvements of a development.</td>
</tr>
<tr>
<td>Administrative 38-19.9(a)(7)</td>
<td>A digital copy of the as-buils</td>
</tr>
<tr>
<td>38-19.5(c)</td>
<td>Maintenance bond as required by City Engineer (10% of improvement cost, 1 year for utilities, 2 years for drainage, 5 years for streets and drainage under streets)</td>
</tr>
</tbody>
</table>

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Applicant: OAKES CROSSING  
Phone Number: ___________  
Address: ___________
<table>
<thead>
<tr>
<th>Administrative 38-19.9(a)(7) 38-19.10(a)(2)(c)</th>
<th>A digital copy of the final plat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative 38-19.9(a)(7)</td>
<td>North arrow, scale, date, and site location map</td>
</tr>
<tr>
<td>Administrative 38-19.9(a)(7)</td>
<td>The total number of lots</td>
</tr>
<tr>
<td>Administrative 38-19.9(a)(7)</td>
<td>The total area of development</td>
</tr>
<tr>
<td>Administrative 38-19.9(a)(7)</td>
<td>The location of proposed lots, areas in Acres and Square Feet, and dimensions.</td>
</tr>
<tr>
<td>Administrative 38-19.9(a)(7)</td>
<td>The location of property lines, existing and proposed easements, and retaining wall easements</td>
</tr>
<tr>
<td>Administrative 38-19.9(a)(7)</td>
<td>The location, width, and name of all existing or platted streets or other public ways (i.e. railroad and state-owned) within or immediately adjacent to the tract.</td>
</tr>
<tr>
<td>Administrative 38-19.9(a)(7)</td>
<td>The legal metes and bounds of the property being developed.</td>
</tr>
<tr>
<td>Administrative 38-19.9(a)(7)</td>
<td>The street layout and right of ways including bike trails, horse trails, or other supplementary movement systems.</td>
</tr>
<tr>
<td>38-19.9(a)(7) 38-45.4(c)</td>
<td>All existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.</td>
</tr>
<tr>
<td></td>
<td>Street signs have been installed.</td>
</tr>
<tr>
<td></td>
<td>Street lights have been installed.</td>
</tr>
</tbody>
</table>

**Engineering Comments and Recommendations:**

**Associated Departments (Fire, Stormwater, and Utilities) Comments and Recommendations:**
RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
OAKES CROSSING

ALPHA CONSTRUCTION & DESIGN, LLC (Owner/Developer) of all property (6 lots) as shown on the map entitled “OAKES CROSSING” recorded in Oklahoma County Registry located at the Oklahoma County Courthouse downtown Oklahoma City, OK, has established a general plan for the improvements and development of OAKES CROSSING and hereby establishes the covenants, conditions and restrictions upon which all lots shall be improved. The covenants, conditions and restrictions are as follows:

1. LAND USE AND BUILDING TYPE: No lot shall be used for anything other than single-family residential purposes. All structures must meet or exceed city code. No trailer, mobile home, modular home or other similar type dwelling shall be permitted or maintained on any lot for use as a residence or any other purpose.
2. DWELLING QUALITY AND SIZE: Developer is to approve and sign off on all architectural design and building plans prior to beginning construction. The heated square footage of the main structure of any dwelling located on these lots, exclusive to porches and garages, shall not be less than 2,000 square feet on the first (1st) floor of living. The primary roof must have no less than 8/12 pitch. All first floor living space wall-plate height shall be a minimum of nine (9) feet. There shall be a minimum of two (2) car garage.
3. ROOFING: All residential structures roofing shall consist of laminate asphalt shingles and/or metal.
4. BUILDING LOCATION: All structures must have a minimum setback of 75 feet from the front ‘property line’.
5. DRIVEWAYS: All driveways must be constructed of concrete with J-Turnout.
6. REQUIREMENTS: All structures must meet all city easements and right-of-ways.
7. DRAINAGE: Single lot detention facilities will be constructed to meet the requirement of zero increase to water runoff.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its duly authorized officers and is hereto affixed, as of May 24, 2019.

ALPHA CONSTRUCTION & DESIGN, LLC

BY

Member/Manager

BY

Member/Manager

OKLAHOMA

OKLAHOMA COUNTY

I, LINDA BURNHAM, a Notary Public of the County and State aforesaid certify that Stephan Merriman and Cindy Merriman personally appeared before me this day and acknowledged that they are a Member/Manager of ALPHA CONSTRUCTION & DESIGN, LLC, an Oklahoma Limited Liability Company, and that they as a Member/Manager being authorized to do so, executed the foregoing instrument on behalf of the Company.

Witness my hand and seal this 24 day of May 2019.

LINDA BURNHAM
Notary Public
Printed Name of Notary:

My Commission Expires: 8-15-20
WATER/SEWER LINE LOCATION MAP FOR
PC-2001
(SW/4, Sec. 31, T12N, R1W)

Locator Map

Water/Sewer Legend
- Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - OKC Cross Country
  - Sooner Utilities
  - Thunderbird
  - Unknown
- Sewer Manholes
- Sewer Lines

Area of Request

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY’S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY’S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.
This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map or any information on it is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.
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Locator Map

2017 DOP (AERIAL) VIEW FOR PC-2001
(SW/4, Sec. 31, T12N, R1W)

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MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: June 25, 2019

RE: Discussion and consideration of approving the three percent cost of living increase for all part-time and full-time employees as approved in the Fiscal Year 2019-20 budget to be effective July 1, 2019.

Based upon fiscal year 2018-19 sale tax revenues, Staff is recommending the effective date of July 1, 2019 for the budgeted cost of living increase for all part-time and full-time employees of three percent as approved in the Fiscal Year Budget for 2019-20 at the June 11, 2019 Council meeting.

Action is at the Council’s discretion.

________________________
Tim Lyon, City Manager
TO: Honorable Mayor and City Council

FROM: Patrick Menefee, P.E., City Engineer

DATE: June 25, 2019

SUBJECT: Public Hearing with discussion and consideration to approve an ordinance, closing a firelane easement across 1103 S Air Depot Boulevard shown as Lot 1, Block 6 of the re-plat of Blocks 1 and 2 of the re-plat of Bill Atkinson's Ranchets and lying in the Southeast Quarter (SE/4) of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, and providing for repealer and severability. (Community Development P. Menefee)

The ordinance is needed in connection with plans submitted for the expansion of the O'Reilly Auto Parts Store at 1109 S Air Depot.

Pursuant to Section 37-7 of the Municipal Code an ordinance is required to close an easement. Notice of this public hearing has been sent to all public franchisees and property owners within 300 feet of this area.

Attached is a map indicating the area to be closed and an ordinance closing the firelane easement.

Action is at the discretion of the Council.

Patrick Menefee, P.E.
City Engineer

Attachments
TO BE VACATED
21’ FIRE LANE
EASEMENT
BOOK 4915, PAGE 1202

MCKENZIE AUTOMOTIVE
1 STORY METAL BUILDING
1103 S. AIR DEPOT BLVD

O’REILLY AUTO PARTS
1 STORY BLOCK BUILDING
1109 S. AIR DEPOT BLVD

BILL ATKINSON’S
RANCHETS
PLAT BOOK 28, PAGE 98

BLOCK 6

LOT 2

RECORD DESCRIPTION
A PERMANENT EASEMENT FOR A FIRELANE 21.0 FEET WIDE,
DESCRIBED AS FOLLOWS:

SAID FIRELINE EASEMENT BEING 10.5 FEET EACH SIDE OF THE
FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 44.0 FEET NORTH OF THE SOUTHEAST
CORNER OF LOT 1, BLOCK 6 OF THE RE-PLAT OF BLOCKS 1
AND 2 OF THE RE-PLAT OF BILL ATKINSON’S RANCHET;
THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID
LOT A DISTANCE OF 121.0 FEET TO THE POINT OF ENDING.
AN ORDINANCE CLOSING A FIRELANE EASEMENT ACROSS 1103 SOUTH AIR DEPOT BOULEVARD SHOWN AS LOT 1, BLOCK 6 OF THE REPLAT OF BLOCKS 1 AND 2 OF THE RE-PLAT OF OF BILL ATKINSON'S RANCHETS AND LYING IN THE SOUTHEAST (SE/4) OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY HEREAFTER DESCRIBED, AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

SECTION 1. That a Firelane Easement located in Lot 1 of Block 6 of the Re-Plat of Blocks 1 and 2 of the Re-Plat of Bill Atkinson's Ranchets located in the Southeast (SE/4) of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

Said firelane easement being 10.5 feet each side of the following centerline:

Beginning at a point 44.0 feet north of the southeast corner of Lot 1, Block 6 of the Re-Plat of Blocks 1 and 2 of the Re-Plat of Bill Atkinson's Ranchets; thence west and parallel with the south line of said lot a distance of 121.0 feet top the point of ending shall be closed for public use.

SECTION 2. The City retains the right to maintain, repair, construct, operate, or remove any poles, wires, pipes, conduits, sewer mains, water mains, gas mains, or any other facility or equipment located in the portion of the easement closed by this ordinance and the absolute right to reopen the public way or easement without expense to the municipality.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this ______ day of ____________________, 2019.

CITY OF MIDWEST CITY, OKLAHOMA

ATTEST

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ______ day of ____________________, 2019.

HEATHER POOLE, City Attorney
NEW BUSINESS/
PUBLIC DISCUSSION
EXECUTIVE SESSION
MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Heather Poole, City Attorney
DATE: June 25, 2019
SUBJECT: Discussion and consideration of entering into executive session as allowed under 25 O.S. Section 307 (B)(4) to discuss pending litigation.

Appropriate information will be disbursed at the meeting.

Respectfully,

________________________
City Attorney
Heather Poole
Notice of regular Midwest City Planning Commission meetings in 2019 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2018 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING**

**June 4, 2019 - 7:00 p.m.**

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on June 4, 2019 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil - Chairman  
Russell Smith  
Dee Collins  
Jess Huskey  
Dean Hinton  
Jim Campbell  
Jim Smith

Staff present: Kellie Gilles, Planning Manager  
Patrick Menefee, City Engineer  
Lora Gwartney, Associate Current Planner

The meeting was called to order by Chairman Greil at 7:00 p.m.

A. CALL TO ORDER
B. MINUTES

1. Motion was made by R. Smith, seconded by Collins, to approve the minutes of the May 7, 2019 Planning Commission meeting as presented. Voting aye: Hinton Campbell, R. Smith, J. Smith, Collins, Greil and Huskey. Nay: none. Motion carried.

C. NEW MATTERS:

1. **(PC-1995) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to O-2, General Office, for the property described as a part of Lot 1 of Block 2 of the Friendly Acres Addition, addressed as 11126 E. Reno Ave.**

Staff presented a brief overview of this item. The applicant, Gary O’Brien of 102 Hidden Point, Henderson, TN, was present. There was general discussion about the item. A motion was made by Collins, seconded by Campbell, to approve the item subject to staff comments. Voting aye: Collins, Huskey, Campbell, R. Smith, J. Smith, Hinton and Greil. Voting nay: none. Motion carried.
2  (PC-1997) Public hearing with discussion and consideration of an ordinance to redistrict from C-1, Restricted Commercial to C-3, Community Commercial, for the property described as a part of the SE/4 of Section 1, T11N, R2W, addressed as 9925 SE 15th Street.

Staff presented a brief overview of this item. The applicant, Jim Brown of 2021 S. McArthur, OKC, was present. There was general discussion about this item. A motion was made by R. Smith, seconded by Huskey, to recommend approval of this item subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, J. Smith, Huskey and Greil. Nay: none. Motion carried.

3  (PC-1998) Discussion and consideration of the proposed preliminary plat of The Eulene, described as a part of the SW/4 of Section 36, T12N, R2W, addressed as 329 King Avenue.

Staff presented a brief overview of this item. The applicant, Stacy Deen of 1439 Emma Drive, MWC, was present. There was general discussion about this item. Brent Carter of 930 King Ave was present and asked about density. Staff explained that the zoning is remaining R-6, Single Family Residential and this request will split the property into two parcels with one home on each lot. Victor Gasman of 339 King Ave was present and asked if there would be an increase in runoff due to paving. The City Engineer explained that development of these lots will not be allowed to have a negative impact on adjacent properties. A motion was made by Huskey, seconded by Collins, to recommend approval of this item, including the waivers, subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, J. Smith, Greil and Huskey. Nay: none. Motion carried.

4  (PC-1999) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted, in the C-3 Community Commercial district, for the property described as a part of the SE/4 of Section 4, T11N, R2W, located at 6805 SE 15th Street.

Staff presented a brief overview of this item. The applicant, Paden Weatherford of 505 Country Club Cir, was present. There was general discussion about this item. The applicant stated he could have the notarized letter of authorization from the property owner by the June 25 City Council meeting. A motion was made by Campbell, seconded by Huskey to recommend approval of this item subject to staff comments. Voting aye: Hinton, R. Smith, Collins, J. Smith Campbell, Greil and Huskey. Nay: none. Motion carried.

5  (PC-2000) Discussion and consideration of approval of the proposed preliminary plat of Pieper Addition, described as a part of the SW/4 of
Section 8, T11N, R1W, addressed as 2750 Hand Road.

Staff presented a brief overview of this item. The applicant, Paul Pieper of 329672 E. 1000 Road, Harrah, OK, was present. There was general discussion about this item. Cynthia Ramsey of 2700 Hand Road was present and notified the commission of drainage issues in the area. She has been in contact with the City Engineer. The City Engineer and Ms. Ramsey acknowledge that the area of request slopes away from her property. The City Engineer explained that improvements for the area are in the works. A motion was made by Collins, seconded by J. Smith, to recommend approval of this item subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, J. Smith, Greil and Huskey. Nay: none. Motion carried.

6 (PC-2001) Discussion and consideration of approval of the Final Plat of Oakes Crossing, described as a part of the SW/4 of Section 31, T12N, R1W, addressed as 10225 E. Reno Avenue.

Staff presented a brief overview of this item. The applicant, Steve Merriman of 19721 SE 60th, Newalla, OK, was present. There was general discussion. A motion was made by Huskey, seconded by Campbell, to recommend approval of this item subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, J. Smith, Greil and Huskey. Nay: none. Motion carried.

D. COMMISSION DISCUSSION: There was general discussion among the Commission and staff.

D. PUBLIC DISCUSSION: None.

E. FURTHER INFORMATION: None

There being no further matters before the Commission, motion to adjourn was made by R. Smith seconded by Collins. Voting aye: Hinton, Campbell, R. Smith, Collins, J. Smith, Greil and Huskey. Nay: none. Motion carried.

The meeting adjourned at 7:41 p.m.

____________________________________
Stan Greil, Chairman
(KG)
The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City Manager’s Facebook page.

The recorded video will be available on YouTube and the City’s website within 48 hours at www.youtube@midwestcityok.org.

The meeting minutes and video can be found on the City’s website in the Agenda Center: https://midwestcityok.org/AgendaCenter.

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.
MIDWEST CITY MUNICIPAL AUTHORITY AGENDA
City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

June 25, 2019 - 6:01 PM

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the June 11, 2019 meeting, as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: 2018 G.O. Bonds Municipal Authority Fund, revenue/Intergovernmental (49) $5,555,000; expenses/Capital Water Improvements (49) $5,555,000. (Finance - C. Barron)

3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2019. (City Manager - T. Lyon)

4. Discussion and consideration of renewing a contract, with modifications for FY 19-20 with Brenntag SouthWest, Inc. for liquid chlorine and water treatment coagulation polymer; Evoqua Technologies, LLC for sodium chlorite solution; and Fort Bend Services, Inc. for biosolids drying/thickening polymer. (Public Works - R.P. Streets)

5. Discussion and consideration of renewing the Facility Lease Contract with the Midwest City Soccer Club for use of the soccer facility located in Joe B. Barnes Regional Park from July 1, 2019 through June 30, 2024. (Parks and Recreation - F. Gilles)


7. Discussion and consideration of renewing contracts for FY 19-20 with Cabot Norit Americas, Inc. for granular activated carbon; Dukes' Root Control, Inc. for chemical root control; Roll Offs USA for new front load refuse containers; MCS Heartland, LLC for refurbished front load refuse containers; Republic Services, Inc. for commercial sanitation service of roll offs; and Rehig Pacific Company for compactors and upright wheeled refuse containers. (Public Works - R. P. Streets)

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

D. ADJOURNMENT.
A notice for the regular Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

**Midwest City Municipal Authority Minutes**

June 11, 2019 – 6:01 PM

This meeting was held in the Midwest City Council Chamber in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 6:40 PM with the following members present: Trustees Susan Eads, Pat Byrne, Españiola Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: none.

**DISCUSSION ITEMS.**

1. **Discussion and consideration of approving the minutes of the special May 21, 2019 meeting and the May 28, 2019 meeting, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

2. **Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Capital Improvement Revenue Bond Fund, Expenses/Transfers Out (00) $11,503,124; expenses/ (00) $1,019,849. FF&E Reserve Fund, revenue/Transfers In (00) $11,503,124.** Byrne made a motion to approve the adjustments, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

3. **Public hearing with discussion and consideration of adopting a resolution of the Midwest City Municipal Authority approving its budget for Fiscal Year 2019-2020 in the amount of $47,598,707.** Eads made a motion to approve Resolution 2019-02, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

**NEW BUSINESS/PUBLIC DISCUSSION.**

There was no new business or public discussion.

**ADJOURNMENT.**

There being no further business, Chairman Dukes closed the meeting at 6:44 PM.

**ATTEST:**

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary
TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Christy Barron, City Treasurer/Finance Director

DATE: June 25, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: 2018 G.O. Bonds Municipal Authority Fund, revenue/Intergovernmental (49) $5,555,000; expenses/Capital Water Improvements (49) $5,555,000.

The supplement is needed to budget revenue and expenses from 2018 G.O. Bond Issuance #2.

Christy Barron  
Christy Barron  
Finance Director
### SUPPLEMENTS
**June 25, 2019**

#### BUDGET AMENDMENT FORM
**Fund**
2018 GO BONDS MUNICIPAL AUTHORITY (271)

<table>
<thead>
<tr>
<th>Dept Number</th>
<th>Department Name</th>
<th>Increase</th>
<th>Decrease</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>49</td>
<td>Intergovernmental</td>
<td>5,555,000</td>
<td></td>
<td>5,555,000</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Capital Water Improvements</td>
<td></td>
<td>0</td>
<td>5,555,000</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total**

5,555,000 0 5,555,000 0

**Explanation:**
To budget revenue and expenses from 2018 G.O. Bond Issuance #2.
TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority 

FROM: Tim Lyon, City Manager 

DATE: June 25, 2019 

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2019. 

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon 

Tim Lyon 
City Manager 

Attachment (1)
SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2018-2019
Revenue
Budgeted (MTD)
Actual (MTD)
Budgeted (YTD)
Actual (YTD)

Jul-18

Aug-18

Sep-18

Oct-18

Nov-18

Dec-18

Jan-19

Feb-19

Mar-19

Apr-19

May-19

341,442
384,934
341,442
384,934

447,668
454,587
789,110
839,521

431,838
328,389
1,220,948
1,167,910

532,961
590,459
1,753,909
1,758,369

405,584
430,083
2,159,493
2,188,452

317,691
315,262
2,477,184
2,503,714

266,291
168,164
2,743,475
2,671,879

392,463
388,910
3,135,938
3,060,789

591,214
591,844
3,727,152
3,652,633

522,635
437,652
4,249,787
4,090,284

569,632
510,688
4,819,419
4,600,972

Expenses
Budgeted (MTD)
Actual (MTD)
Budgeted (YTD)
Actual (YTD)

418,478
418,401
418,478
418,401

449,923
431,481
863,401
849,882

421,755
383,381
1,285,156
1,233,263

478,040
506,459
1,763,196
1,739,721

410,232
399,967
2,173,428
2,139,688

400,674
346,444
2,574,102
2,486,132

351,565
317,815
2,925,667
2,803,947

381,945
355,961
3,307,612
3,159,907

501,702
474,876
3,809,314
3,634,783

469,862
412,524
4,279,176
4,047,307

497,663
423,702
4,776,839
4,471,009

Revenue vs. Expenses
Budgeted (MTD)
Actual (MTD)
Budgeted (YTD)
Actual (YTD)

(77,036)
(33,467)
(77,036)
(33,467)

2,745
23,106
(74,291)
(10,361)

10,083
(54,992)
(64,208)
(65,353)

Key Indicators
Hotel Room Revenue
Food and Banquet Revenue

243,661
114,062

218,190
191,794

192,145
115,059

Fiscal Year 2017-2018
Revenue
Budgeted (MTD)
Actual (MTD)
Budgeted (YTD)
Actual (YTD)

345,872
324,600
372,126
324,600

508,778
469,661
854,650
794,261

Expenses
Budgeted (MTD)
Actual (MTD)
Budgeted (YTD)
Actual (YTD)

345,872
398,222
345,126
398,222

474,833
466,528
846,959
864,750

Revenue vs. Expenses
Budgeted (MTD)
Actual (MTD)
Budgeted (YTD)
Actual (YTD)

(26,254)
(73,622)
(26,254)
(73,622)

33,945
3,133
7,691
(70,489)

6/16/2019

Jun-19

(4,648)
30,117
(13,935)
48,764

(82,983)
(31,182)
(96,918)
17,582

(85,274)
(149,650)
(182,192)
(132,068)

10,518
32,950
(171,674)
(99,118)

89,512
116,968
(82,162)
17,850

52,773
25,127
(29,389)
42,977

71,969
86,986
42,580
129,963

252,000
291,647

200,126
183,751

94,847
189,707

104,491
114,039

198,527
161,848

243,819
301,906

297,027
118,378

261,129
218,607

430,804
409,957
1,285,454
1,204,218

639,312
620,373
1,924,766
1,824,592

424,595
440,973
2,349,361
2,265,564

308,205
298,992
2,657,566
2,564,556

303,680
237,909
2,961,246
2,802,465

379,330
395,947
3,340,576
3,198,412

547,825
529,803
3,888,401
3,728,215

516,519
530,409
4,404,920
4,258,624

495,730
402,933
4,900,650
4,661,557

425,810
502,338
5,326,460
5,163,895

419,305
391,915
1,266,264
1,256,665

526,754
410,925
1,793,018
1,667,591

414,341
430,597
2,207,359
2,098,188

383,878
434,233
2,591,237
2,532,421

389,188
326,576
2,980,425
2,858,997

392,180
366,587
3,372,605
3,225,584

494,172
482,215
3,866,777
3,707,800

482,514
465,386
4,349,291
4,173,185

455,507
418,445
4,804,798
4,591,630

418,995
482,536
5,223,793
5,074,166

112,558
209,448
131,748
157,001

10,254
10,375
142,002
167,376

53,653
47,587
21,624
20,415

34,005
65,023
55,629
85,439

11,499
18,042
19,190
(52,447)

54,921
84,000
(9,287)
18,648

(75,373)
(135,242)
66,329
32,134

(85,508)
(88,666)
(19,179)
(56,532)

(12,850)
29,360
(32,029)
(27,172)

40,223
(15,512)
95,852
69,926

6,815
19,802
102,667
89,729


Memorandum

To: Honorable Chairman and Trustees  
Midwest City Municipal Authority  

From: R. Paul Streets, Assistant Public Works Director  

Date: June 25, 2019  

Subject: Discussion and consideration of renewing a contract, with modifications for FY 19-20 with Brenntag Southwest, Inc. for liquid chlorine and water treatment coagulation polymer; Evoqua Technologies, LLC for sodium chlorite solution; and Fort Bend Services, Inc. for biosolids drying/thickening polymer.  

**Liquid Chlorine**  
The liquid chlorine contract with Brenntag Southwest, Inc. is an annual contract with provisions for annual renewals. This is the six year for renewal of this contract. Brenntag Southwest Inc. has agreed to renew the contract, exercising the contract’s provision for renewal with rate adjustments, for FY 19-20.  

The following is an itemized list of the rate adjustments:  

**Price Increase Adjustments:**  

<table>
<thead>
<tr>
<th>Specifications</th>
<th>Liquid Chlorine Price Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquid Chlorine Per Pound</td>
<td>$82.50 to $90.00</td>
</tr>
<tr>
<td>Liquid Chlorine Per Ton</td>
<td>$609.80 to $660.00</td>
</tr>
</tbody>
</table>

This is a 5 year contract with annual renewals and in FY18-19 approximately $42,720.10 was encumbered to Brenntag Southwest Inc. for liquid chlorine. The water department budgeted $40,000.00 for the purchase of liquid chlorine from Brenntag Southwest Inc. for FY 19-20.  

**Water Treatment Coagulation Polymer**  
The water treatment coagulation polymer contract with Brenntag Southwest Inc. is an annual contract with provisions for five (5) annual renewals. This is the fourth year for the renewal of this contract. Brenntag Southwest Inc. has agreed to renew the contract, exercising the contract’s provision for renewal with rate adjustments, for FY 19-20.
The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<table>
<thead>
<tr>
<th>Specifications</th>
<th>Polymer Price Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Treatment Coagulation Polymer per Pound</td>
<td>$0.475 to $0.525</td>
</tr>
</tbody>
</table>

This is a 5 year contract and in FY 18-19 approximately $76,526.38 was encumbered to Brenntag Southwest Inc. for water treatment coagulation polymer. The water department budgeted $102,375.00 for the purchase of water treatment coagulation polymer from Brenntag Southwest Inc. for FY 19-20.

**Sodium Chlorite Solution**

The sodium chlorite solution contract with Evoqua Technologies, LLC is an annual contract with provisions for five (5) annual renewals. This is the fifth year for renewal of this contract. Evoqua Water Technologies, LLC has agreed to renew the contract, exercising the contract’s provision for renewal with rate adjustments, for FY 19-20.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<table>
<thead>
<tr>
<th>Specifications</th>
<th>Sodium Chlorite Solution Price Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodium Chlorite Solution Per Pound</td>
<td>$0.5050 to $0.5555</td>
</tr>
</tbody>
</table>

This is a 5 year contract and in FY18-19 approximately $39,720.00 was encumbered to Evoqua Water Technologies, LLC. The water department budgeted $48,000.00 for the purchase of sodium chlorite solution for FY 19-20.

**Biosolids Drying/Thickening Polymer**

The biosolids drying/thickening polymer contract with Fort Bend Services Inc. is an annual contract with provisions for five (5) annual renewals. This is the fourth year for renewal of this contract. Fort Bend Services Inc. has agreed to renew the contract, exercising the contract’s provision for renewal with rate adjustments for FY 19-20.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<table>
<thead>
<tr>
<th>Specifications</th>
<th>Polymer Price Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factory Direct Polymer per pound</td>
<td>$1.23 to $1.34</td>
</tr>
<tr>
<td>Texas Warehousing Polymer per pound</td>
<td>$1.36 to $1.47</td>
</tr>
</tbody>
</table>

This is a 5 year contract and in FY 18-19 approximately $39,744.42 was encumbered to Fort Bend Services, Inc. for biosolids drying/thickening polymer. The waste water department budgeted $50,000.00 for the purchase of biosolids drying/thickening polymer for FY 19-20.
Staff recommends approval.

R. Paul Streets
Assistant Public Works Director

Attachment: Renewal Agreement Letters
May 27, 2019

Brenntag Southwest, Inc.
Mr. Jim DeLozier
Route 2 Box 352-200
Nowata, OK 74048

"Liquid Chlorine"

Our records indicate the contract price is: $618.00 per ton and $82.50 per 150lb. cylinders.

Dear Mr. DeLozier:

It is time to renew the Midwest City Municipal contract for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

Yes, we agree to continue the present contract without modification.

$618.00/ton / $82.00/cyl effect. 7/1/2019

No, we are not able to continue the present contract without modification.

Sign: Jim DeLozier  Title: Branch Mgr.  Date: 6/17/19
May 27, 2019

Brenntag Southwest, Inc.
Mr. Jim DeLozier
Route 2 Box 352-200
Nowata, OK 74048

“Water Treatment Coagulation Polymer”

Our records indicate the contract price is: at a minimum of 30,360 pounds $0.475 per pound or less than 15,180 pounds at $0.482 per pound.

Dear Mr. DeLozier:

It is time to renew the Midwest City Municipal Authority contract for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

___ XXX ___ Yes, we agree to continue the present contract with modification.
Firm price for 2019-2020 FY $ 0.525 per pound

___________ No, we are not able to continue the present contract without modification.

Sign: ______ Title: Branch Manager Date: June 17, 2019
Thank you for the opportunity to continue your current chemical contracts with Brenntag Southwest. I am pleased to offer the following for you consideration.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine</td>
<td>253418</td>
<td>2000# container</td>
<td>$0.3049# ($618.00)</td>
<td>$0.32# ($660.00)</td>
<td>6.3%</td>
</tr>
<tr>
<td>Chlorine</td>
<td>788524</td>
<td>150# cyl</td>
<td>$0.55 #</td>
<td>$0.60#</td>
<td>8.3%</td>
</tr>
<tr>
<td>Aquapac 9049</td>
<td>168108</td>
<td>Bulk tanker</td>
<td>$0.5175</td>
<td>$0.525#</td>
<td>1.9%</td>
</tr>
</tbody>
</table>

The largest factor in all these requested increases are due to the high cost of transportation and increases in raw material costs.

If you have any questions, or need any further information, please do not hesitate to give me a call.

You can reach me anytime on my cell phone at (918) 637 0335. Texting and email both come to my cell phone.

Thanks,

Jim DeLozier
Branch Manager, Nowata
Brenntag Southwest, Inc
RT 2 Box 352-200
Nowata, OK 74048

Email: jdelozier@brenntag.com
Cell: (918) 637 0335 anytime
April 29, 2019

Evoqua Water Technologies, LLC
Attn: Jennifer R Miller
2650 Tallevast Road
Sarasota, FL 34243

"Sodium Chlorite Solution"

Our records indicate the contract Total Net Price of $21,634.20 per load of 42,840 pounds, unit price is: $0.5050 per pound.

Dear Mrs. Miller:

It is time to renew the Midwest City Municipal Authority contract for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

[Signature]

Yes, we agree to continue the present contract without modification.

[Signature]

No, we are not able to continue the present contract without modification.

Sign: [Signature]  Title: [Title]  Date: 06/12/2019 (see attached)
June 12, 2019

R. Paul Streets  
Assistant Public Works Director  
Public Works Administration  
8730 S.E. 15th Street  
Midwest City, Oklahoma 73110  
Phone: (405) 739-1066  
Fax: (405) 739-1090  
Email: rstreets@mideastcityok.org

RE: 2019-2020 SODIUM CHLORITE PRICING  
MIDWEST CITY, OKLAHOMA  
Evoqua Quote No. Q190605MJ04

Dear Mr. Streets:

Evoqua Water Technologies LLC would like to thank you for your business and we look forward to needs in the years to come.

Although Evoqua has been able to hold your pricing over the years even though there have been increases in material and delivery costs, we can no longer continue to hold this pricing. The new unit price for AKTA KLOR 25 (Sodium Chlorite 26% Solution) will be $0.5555 per pound delivered in bulk shipments.

All other terms and condition shall remain per the existing contract. Any applicable taxes due are not included.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services and lowest cost solutions. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (618) 616-1552 or via email at Mark.Mcguire@Evoqua.com. We look forward to providing the “Best in Class” service for years to come.

Sincerely,

Evoqua Water Technologies LLC

Mark McGuire

Mark McGuire  
Technical Sales Representative
EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller’s proposal ("Seller’s Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer’s assent to these terms. Seller: rejects all additional or different terms in any of Buyer’s forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller’s Documentation. Unless Seller’s Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller’s reasonable costs (including attorneys’ fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller’s prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller’s Documentation. Unless Seller’s Documentation provides otherwise, delivery terms are ExWorks Seller’s factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer’s customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller’s property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer’s use of the Work. Buyer shall not disclose any such material to third parties without Seller’s prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer’s name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller’s Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. “Force Majeure Event” shall mean events or circumstances that are beyond the affected party’s control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller’s Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the “Warranty Period”). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer’s sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller’s warranty is conditioned on Buyer’s (a) operating and maintaining the Work in accordance with Seller’s instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller’s warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER’S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller’s negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller’s indemnification is conditioned on Buyer’s prompt, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

(May 2015)
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller’s business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer’s consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators’ decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys’ fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. **BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.**

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER’S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. **THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.**

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer’s documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer’s prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

(May 2015)
April 29, 2019

Fort Bend Services, Inc.
Mr. David James
Vice President of Sales
P.O. Box 1688
Stafford, TX 77497-1688

"Biosolids Drying/Thickening Polymer"

Dear Mr. James:

It is time to renew the Midwest City Municipal Authority contract for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

Yes, we agree to continue the present contract without modification.

X No, we are not able to continue the present contract without modification.

Sign: David James Title: VP of Sales Date: 4/30/19
April 30, 2019

R. Paul Streets  
Assistant Public Works Director  
City of Midwest City  
8730 S.E. 15th Street  
Midwest City, Oklahoma 73110  

RE: Contract Renewal for “Biosolids Drying/Thickening Polymer”

Mr. Streets,

Fort Bend Services, Inc. appreciates your business and your continued support. We constantly strive to offer our customers quality products, outstanding service, and timely product availability. Significant increases in costs have made it necessary that we raise the price of our products in order to maintain our commitment.

We at Fort Bend Services, Inc., received another price increase from our polymer manufacturer on July 15, 2018. A copy of these notices is attached. Because of our contractual obligations to the City of Midwest City, we did not pass on this increase at the time.

Unfortunately, due to this increase, Fort Bend Services, Inc. will not be able to extend the above listed contract under the existing price and terms. Please see below the new proposed pricing for the FBS C1287 that the City of Midwest City is presently using.
**OPTION 1 (FBS C1287)**
FACTORY DIRECT
2-3 WEEK DELIVERY

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<th>Packaging</th>
<th>Old Price/lb</th>
<th>New Price/lb</th>
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<td>2300# NET TOTE</td>
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**OPTION 2 (FBS C1287)**
TEXAS WAREHOUSING PRICE
5-7 DAYS ARO

<table>
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<tr>
<th>Product</th>
<th>Packaging</th>
<th>Old Price/lb</th>
<th>New Price/lb</th>
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</thead>
<tbody>
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<td>FBS C1287</td>
<td>2300# NET TOTE</td>
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Once again, we thank you for your patronage and consideration. We hope that this new pricing is acceptable and that we are able to continue our business relationship with the City of Midwest City, OK. Should you have any questions or require additional information, please feel free to contact me.

Sincerely,

David James
Vice President of Sales
Fort Bend Services, Inc.
June 15, 2018

Dear Valued Customer:

We continue to experience increases and tight supplies of many of our key raw materials and expect the trend to continue throughout the remainder of the year. At the same time, we are faced with transportation shortages and cost increases while demand for our products remains high.

As a result,

**SNF will implement a price increase effective for orders with a shipping date of July 15, 2018, per the attached schedule.**

Price increases apply to all customers where contracts allow. So, please contact your SNF sales representative if you have any questions.

We appreciate your continued business and support in this matter.

John Pittman
President
Databases, Tables & Calculators by Subject

Change Output Options:  From: 2015 To: 2018

Data extracted on: June 11, 2018 (1:19:30 PM)

CPI-All Urban Consumers (Current Series)

Series Id: CUUR0000SA0
Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: 

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</table>
Dear Valued Customer,

At this time of our annual renewal, the current market for polyacrylamide polymers has seen a wave of increased competition for raw materials, which has continued to drive up the cost. Some of the influences that are effecting the market are as follows:

- Domestic oil production has started outpacing imported oil
- Truck driver shortages
- Increased environmental awareness
- Global emphasis on the importance of clean drinking water
- Ever stricter regulations and global awareness for properly treating wastewater
- Upcoming industrial countries’ rising standards of living is creating demands for luxuries like disposable diapers and automobiles
- Developments in improving agriculture through use of polyacrylamides to feed an ever growing global population.

While these outside influences may not seem relevant, they have created an ever increasing demand for the raw materials used to manufacture polyacrylamide polymers. Polydyne Inc. has witnessed significant increases of 50% to 80% in key raw material components as well as a 9.9% increase in manufacturing costs. While other polymer manufacturers are receding from the Municipal market by eliminating field technical positions and pursuing more profitable avenues, Polydyne Inc. continues to maintain strong field support personnel and competitive pricing.

Regarding the Municipal bid market, there are areas which have traditionally attracted polymer manufacturers due to their large volumes. However, due to demand in other market areas, such as Oil and Gas, municipal customers are seeing less and less competition. For example, Polydyne Inc. was recently the only bidder for high-volume locations in Atlanta, Georgia, Los Angeles County, California and Clean Water Services in Oregon. This lack of participation can also be witnessed at many other smaller locations, where the competition either enters no bids or submits an exhorbitant price.

While Polydyne Inc. is committed to being the lowest cost polymer supplier to the U.S. municipal market, we are no longer able to continue to absorb these cost increases and must make adjustments to our selling prices as a result. We deeply regret the circumstances necessitating this action and greatly appreciate your understanding.

Best regards,

Boyd Stanley
Vice-President

DISCLAIMER: The information provided herein is not generally publically available. Many of the documents provided are marked “Confidential” and “Not for Public Release”. We appreciate your discretion with this information by sharing only what is necessary.
The State of Trucking in the U.S., "The New Normal"

Trucking in the U.S. is in Crisis
- The Economy is Booming
- Unemployment is Very Low
- There are More Loads Needing to Be Shipped Than Available Drivers to Haul Them

Driver Dynamics (Per the American Trucking Association, Confirmed With SNF Core Carriers)
- Average Age of Over-The-Road Truck Driver is 49 Years Old
  - Retirements Looming
  - Many Drivers Leaving Due to Increased Regulation
- New / Younger Drivers are not Entering the Industry
  - Strong Economy – Other Career Opportunities
  - Increased Regulations Affecting Ability to Earn
- Projected Driver Shortage of 63,000 in 2018, Increasing Annually With No Relief in Sight
- Carriers Struggling to Maintain and Add Additional Drivers
  - Most Seeking to Add 10% - 20% Additional Drivers
  - However, Annual Turnover Rates in Excess of 50%, Many 65% or Higher

What SNF is Doing to Help Deal With the Crisis
- Seeking Every Opportunity to Expand Carrier Base / Capacity Where Possible
  - Opportunities are Limited as All Carriers are Tight on Capacity
  - Carriers Must Still "Qualify" Under SNF's RCMS Requirements
- Heavily Utilizing Intermodal Shipping (Truck to Rail, Rail for Long Haul, Truck to Delivery)
  - Packaged Goods to West Coast U.S. and Canada
  - Liquid Bulk to the West, Northeast and Mid-West U.S.
- Maximizing Bulk Rail Shipping Where Possible
- Dedicated Drivers Where It Makes Sense
  - Satellite Plants – Taylor, Dolton, Wayne, LA
  - Local Delivery on Key Intermodal Lanes, Certain Regional Customer Accounts
- Seeking Opportunities for Improvement to Become a Preferred Shipper with Drivers
  - Minimize Time On Site for Drivers
  - Increase Driver Amenities On Site
- PAYING HIGHER FREIGHT RATES

What SNF's Customers Can Do to Help Us to Help Them
- Flexible Delivery Appointments
- Help to Minimize Time On Site for Drivers
- Understanding When Drivers are Unavoidably Delayed

We Need to Work Together to Manage Our Way Through, "The New Normal"
GROWING ECONOMY DEMANDS INCREASED CHEMICAL PRODUCTION

- U.S. industrial chemical exports are expected to expand on average 6% per year through 2022.
- Construction spending expected to increase 7% in 2018, nearly double the 4% rise in 2017.
- Consumer spending grew 4% in Q4 2017.
- GDP continues to grow, rising 2.3% in Q4 2017.

Sources: Bloomberg Markets, American Chemistry Council, FMF Corporation

CHEMICAL INDUSTRY IS MAINTAINING GROWTH TRAJECTORY
Capital spending in the U.S. chemical industry is forecast to grow by 6.3% in 2018 and 6.8% in 2019.

Year-over-Year Chemical Activity Barometer vs. Industrial Production

Source: American Chemistry Council
Chemical shipments will increase by 34% in the next five years. Intermodal is an underutilized capacity source in the chemical industry.

INCORPORATE INTERMODAL INTO YOUR SUPPLY CHAIN
As truck capacity tightens, chemical shippers are turning to Bulk Intermodal to meet their needs.

13.5% increase in Intermodal volume
Q1 2018 compared to Q1 2017

85 drivers per month freed up
due to use of Bulk Intermodal

23 number of customers new to intermodal in 2018
This number keeps growing as more customers turn to intermodal to secure capacity

9% more orders moving via intermodal in Q1 2018 than Q1 2017 by customers who already use Schneider Bulk Intermodal
Subject: Notice of Tariff and Freight Surcharge Effective October 15, 2018

Dear Valued Customer:

While Polydyne Inc. remains committed to being the lowest-cost polymer supplier, over the last year Polydyne has experienced unprecedented raw material price increases, which have driven manufacturing cost upward. The drastic increase in raw material pricing can be traced back to high global demand for raw materials regarding polymer manufacturing. Transportation continues to be critical with shortages of qualified drivers and as such shipping costs have skyrocketed.

Because of increased manufacturing activity on a global level, raw materials in the U.S. are in high demand, which causes such short supplies that Polydyne has had to outsource some raw materials from overseas. Polydyne participated in the public hearings opposing the implementation of the import tariffs but the tariffs were imposed effective September 24, 2018 (See Attached Press Release 091718).

Regarding transportation, the current National demand for trucking services exceeds available supply (See attached Transportation and PPI General Freight). As a result, Polydyne is experiencing substantial base-rate increases, up to 50% in some cases. Also, compounding base freight rate increases is rising fuel surcharge rates passed on by carriers. These surcharges are driven, in large part, by the growing global demand for crude oil and subsequent hike in on-highway diesel fuel prices. Included on the Raw Material Graph is a graph of U.S. E.I.A. On-Highway Diesel prices, which are up 24.0% over the last year.

The freight and tariff impacts are untenable to such a degree that Polydyne needs to pass through a portion of the increased costs to customers. Effective on orders placed October 15, 2018 and beyond, a 3.5% Tariff and Freight Surcharge will be added to each invoice.

Thank you very much for your trust, loyalty, and understanding during this very turbulent time. Polydyne wants to assure you that we will keep watch on these costs in the hope that we can lower or remove the surcharge as the market stabilizes. As always, thank you for your continued business and support.

Best regards,

Boyd Stanley
Vice-President
Resource Center


USTR Finalizes Tariffs on $200 Billion of Chinese Imports in Response to China’s Unfair Trade Practices

Washington, DC—As part of the United States’ continuing response to China’s theft of American intellectual property and forced transfer of American technology, the Office of the United States Trade Representative (USTR) today released a list of approximately $200 billion worth of Chinese imports that will be subject to additional tariffs. In accordance with the direction of President Trump, the additional tariffs will be effective starting September 24, 2018, and initially will be in the amount of 10 percent. Starting January 1, 2019, the level of the additional tariffs will increase to 25 percent.

The list contains 5,745 full or partial lines of the original 6,031 tariff lines that were on a proposed list of Chinese imports announced on July 10, 2018. Changes to the proposed list were made after USTR and the Interagency Section 301 Committee sought and received comments over a six-week period and testimony during a six-day public hearing in August. USTR engaged in a thorough process to rigorously examine the comments and testimony and, as a result, determined to fully or partially remove 297 tariff lines from the original proposed list. Included among the products removed from the proposed list are certain consumer electronics products such as smart watches and Bluetooth devices; certain chemical inputs for manufactured goods, textiles and agriculture; certain health and safety products such as bicycle helmets, and child safety furniture such as car seats and playpens.

In March 2018, USTR released the findings of its exhaustive Section 301 Investigation (https://ustr.gov/sites/default/files/Section%20301%20Final_PDF) that found China’s acts, policies and practices related to technology transfer, intellectual property and innovation are unreasonable and discriminatory and burden or restrict U.S. commerce.

Specifically, the Section 301 Investigation revealed:

- China uses joint venture requirements, foreign investment restrictions, and administrative review and licensing processes to require or pressure technology transfer from U.S. companies.
- China deprives U.S. companies of the ability to set market-based terms in licensing and other technology-related negotiations.
- China directs and unfairly facilitates the systematic investment in, and acquisition of, U.S. companies and assets to generate large-scale technology transfer.
- China conducts and supports cyber intrusions into U.S. commercial computer networks to gain unauthorized access to commercially valuable business information.

After separate notice and comment proceedings, in June and August USTR released two lists of Chinese imports, with a combined annual trade value of approximately $50 billion, with the goal of obtaining the elimination of China’s harmful acts, policies and practices. Unfortunately, China has been unwilling to change its policies involving the unfair acquisition of U.S. technology and intellectual property. Instead, China responded to the United States’ tariff action by taking further steps to harm U.S. workers and businesses. In these circumstances, the President has directed the U.S. Trade Representative to increase the level of trade covered by the additional duties in order to obtain elimination of China’s unfair policies. The Administration will continue to encourage China to allow for fair trade with the United States.
USTR Finalizes Tariffs on $200 Billion of Chinese Imports in Response to China’s Unfair...

A formal notice of the $200 billion tariff action will be published shortly in the Federal Register.

Click here (https://ustr.gov/sites/default/files/enforcement/301Investigations/TariffList-09.17.18.pdf) to view the final tariff list.

###

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LEGAL

Transportation

Due to a shortage of truck drivers across the United States, and rising fuel costs, Polydyne Inc. has seen an increase in all freight costs for both: (1) delivering raw materials to our manufacturing plants, and (2) delivering finished product to our customers. Please see attached PPI: General Freight Trucking, Long-Distance Truckload, which partially represents the increases we have experienced.

Another factor affecting our transportation costs is fuel surcharges, which is applied in addition to the base rate increases.
Please see attached 2015 – 2018 On-Highway Diesel graph.
(Data published by the U.S. Energy Information Administration.)

Regarding the concern about the shortage of truck drivers, Polydyne Inc. is continually working to better ensure timely deliveries by expanding our carrier base with reliable and professional freight companies. One other major advantage Polydyne Inc. has is we strategically maintain local inventory to better serve our customers.
MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Vaughn Sullivan, Public Works Director

DATE: June 25, 2019

SUBJECT: Discussion and consideration of renewing the Facility Lease Contract with the Midwest City Soccer Club for use of the soccer facility located in Joe B. Barnes Regional Park from July 1, 2019 through June 30, 2024.

The Midwest City Municipal Authority enters into a five (5) year lease with the Midwest City Soccer Club for use of the soccer fields and facilities located in Joe B. Barnes Regional Park. This contract is from July 1, 2019 through June 30, 2024. The contract spells out the terms and conditions associated with use of the facility to provide quality youth soccer programing and facility upkeep requirements.

The contract is attached for your review.

Staff recommends approval of this contract.

Vaughn Sullivan
Public Works Director

Attachment: Contract
FACILITY LEASE CONTRACT
Parks and Recreation Division

This contract is made this 1st day of July, 2019, by and between the Midwest City Soccer Club (hereinafter Sponsor) and the Midwest City Municipal Authority (hereinafter Owner). The parties hereto, for the in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner agrees to allow Sponsor to conduct the following activities at the listed locations:

   Youth/Adult Soccer Program - Regional Park Soccer Facility
   Concession Operation - Regional Park Soccer Facility
   Gate Collection - Regional Park Soccer Facility.

   To accomplish this, Owner agrees to furnish and permit Sponsor to utilize the following:

   Concession/storage buildings, soccer fields located at Joe B. Barnes Regional Park.

2. Sponsor agrees to improve and maintain the facilities at the present or higher level of condition. In lieu of payment for leasing the above listed facility, the Sponsor is solely responsible for all maintenance costs.

3. Owner agrees to lease the facilities described in Paragraph 1 above for a term commencing on the 1st day of July, 2019, and ending on the 30th day of June, 2024.

4. If the Sponsor's organization dissolves, then Sponsor's assets will be given to Owner to be used for the benefit of youth/adults soccer in Midwest City. If Sponsor decides to leave the above listed facilities, then after all outstanding liabilities, on any improvements, maintenance or program costs have been satisfied, the Sponsor will assign all remaining assets to Owner, which Owner will then use solely for the benefit of youth soccer in Midwest City.

5. Sponsor agrees not to conduct any activities other than those authorized by Paragraph 1 of this contract without prior written approval of Owner.
6. Sponsor agrees to furnish Owner with an annual statement of income and expenses and balance sheet, along with supporting bank statements. Those statements are due prior to June 30th of each calendar year (fiscal year 7/1 – 6/30). Failure of Sponsor to timely comply or cooperate with such terms shall be deemed a material breach of this contract.

7. Sponsor agrees to utilize the above described property only for its intended purposes and in accordance with provisions of this contract and the services contract between the City of Midwest City and the Midwest City Soccer Club currently in effect or as amended from year to year.

8. Sponsor agrees to indemnify and hold Owner harmless for all subcontracts and subleases entered into in furtherance of this contract and that all subcontracts or subleases entered into in furtherance of this contract shall be subject to the conditions of this contract.

9. Owner or Sponsor shall not make any improvements without prior written approval by the other party's representative. This is not intended to cover day to day maintenance and repair of the facility. Any structure affixed by Sponsor to Owner's property shall be deemed a fixture and become a part of Owner's property.

10. Sponsor agrees that all improvements will comply with applicable City of Midwest City building codes.

11. If any default or breach of any covenant of this lease by Sponsor is not responded to within ten (10) days and corrected within thirty (30) days, after Owner has provided written notice of such default or breach by certified mail, or fed ex. Owner may at its option terminate this contract. In the event the problem is a matter involving the possibility of immediate danger to life, health or safety, the problem must be corrected immediately.

12. All notices required or options granted under the terms of this lease shall be given or exercised in writing and shall be sent by certified mail with return receipt requested or fedex. Except as herein specifically provided to the contrary, the effective date of such notice or option shall be the date on which the same is deposited in the post office of the United States Postal Department.

13. Sponsor agrees that it is wholly responsible for the conduct of Sponsor's agents, servants and employees and Sponsor shall assume all responsibility for
providing General Liability Insurance of at least the statutory amounts ($25,000.00 Property Damage, $100,000.00 Personal Injury per Claimant to a maximum of 10 Claimants or $1,000,00.00) as found in Title 51, Oklahoma Statutes, Sections 151-171; Worker's Compensation Insurance; Unemployment Insurance and any other coverage of any sort required by any applicable local, state or federal law.

Sponsor agrees to indemnify and hold Owner harmless for any and all acts or omissions of its agents, servants, employees or any other persons invited onto Owner's facilities by Sponsor. Sponsor must furnish Owner with a Certificate of Insurance that covers the dates and terms of this contract. Certificate is due prior to the effective date of this contract and June 1 each subsequent year.

14. Sponsor expressly agrees that all of its agents, servants, employees, players and/or persons admitted to Sponsor's activities shall be insured against loss or injury resulting from the activities described herein. Sponsor expressly covenants to indemnify and hold Owner harmless from any claim whatsoever which may arise from Sponsor's activities of any sort which may be conducted at or on Owner's facilities, whether or not such activity is expressly provided for in this contract.

15. Sponsor agrees not to discriminate against anyone based on race, color, creed, gender, religion or handicap; and further agrees to comply with all local, state and federal laws, rules, regulations and/or directives to indemnify and hold Owner harmless against any claims arising out of Sponsor's failure to comply.

16. Sponsor agrees to indemnify and hold Owner harmless against any claims whatsoever arising out of any claimed negligence, carelessness or intentional act of Sponsor or Sponsors agents, servants, employees or other persons Sponsor invited to participate in Sponsor's activities.

17. If for any reason the Sponsor is unable to conduct the activities at the locations listed in paragraph one (1), then this lease shall be voided.

18. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.

19. Sponsor will comply with all federal and state laws pertaining to payment of any taxes owed and/or employment for its operation of the Midwest City Soccer Club.
20. This contract shall become effective on the **1st day of July, 2019**, and shall continue in force and effect until midnight on the **30th day of June, 2024**.

Agreed to and witnessed on this ______ day of ____________, 2019.

ATTEST:

BOB BRYAN, VICE-PRESIDENT
MIDWEST CITY SOCCER CLUB

DARREN HIGGINS, PRESIDENT
MIDWEST CITY SOCCER CLUB

Address:_____________________

Address:_____________________

Email:_____________________

Email:_____________________

Phone:_____________________

Phone:_____________________

ATTEST:

SARA HANCOCK, SECRETARY
MIDWEST CITY MUNICIPAL AUTHORITY

MATTEHW D. DUKES II, CHAIRMAN
MIDWEST CITY MUNICIPAL AUTHORITY

Address:100 N. Midwest Blvd
Midwest City, OK 73110
Email: jdonaldson@midwestcityok.org
Phone: 405-739-1204

APPROVED as to form and legality this ______ day of ____________, 2019.

CITY ATTORNEY
Memorandum

To: Honorable Chairman and Trustees
   Midwest City Municipal Authority

From: Vaughn K. Sullivan, Public Works Director

Date: June 25, 2019

Subject: Discussion and consideration of renewing a contract, with modifications, for FY 2019-2020
        Public Works General and Emergency Services with Silver Star Construction Company.

The Public Works General and Emergency Services contract with Silver Star Construction Company
is a five (5) year contract with provisions for additional one (1) year terms for a maximum of five (5)
annual extensions. This is the six (6) year for renewal of this contract. Silver Star has agreed to
renew the contract, exercising the contract’s provision for renewal with rate adjustments, for FY

Documentation will be presented on the June 25, 2019 city council meeting for review.

Vaughn K. Sullivan
Public Works Director
Memorandum

TO: Honorable Chairman and Trustees
   Midwest City Municipal Authority

FROM: R. Paul Streets, Assistant Public Works Director

DATE: June 26, 2019

SUBJECT: Discussion and consideration of renewing contracts for FY 19-20 with Cabot Norit Americas, Inc. for granular activated carbon; Dukes’ Root Control, Inc. for chemical root control; Roll offs USA for new front load refuse containers; MCS Heartland, LLC for refurbished front load refuse containers; Republic Services, Inc. for commercial sanitation service of roll offs; and Rehig Pacific Company for compactors and upright wheeled refuse containers.

Cabot Norit Americas Inc. has agreed to renew the granular activated carbon contract without modification for FY 19-20. In FY 18-19 approximately $324,576.00 was encumbered with Cabot Norit Americas Inc. by the water department for granular activated carbon. The water department budgeted $330,000.00 for the purchase of granular activated carbon from Cabot Norit Americas for FY 19-20.

Duke’s Root Control, Inc. has agreed to renew the chemical root control contract without modification for FY 19-20. In FY 18-19 approximately $49,921.08 was encumbered with Duke’s Root Control, Inc. by the line maintenance department for chemical root control. The line maintenance waste water department budgeted $50,000.00 for the purchase of chemical root control from Duke’s Root Control, Inc. for FY 19-20.

Roll Offs USA has agreed to renew the new front load refuse containers contract without modification for FY 19-20. In FY 18-19 approximately $8,325.00 was encumbered with Roll Offs USA by the sanitation department for new front load refuse containers. The sanitation department budgeted $55,305.00 for the purchase of new front load refuse containers from Roll Offs USA for FY 19-20.

MCS Heartland LLC has agreed to renew the refurbished front load refuse containers contract without modification for FY 19-20. In FY 18-19 approximately $75,533.00 was encumbered with MCS Heartland LLC by the sanitation department for refurbished front load refuse containers. The sanitation department budgeted $133,100.00 for the purchase of refurbished front load refuse containers from MCS Hartland LLC for FY 19-20.

Republic Services, Inc. has agreed to renew the commercial sanitation service of roll offs and compactors contract without modification for FY 19-20. In FY 18-19 approximately $283,801.82 was encumbered with Republic services, Inc. by sanitation department for commercial sanitation service of roll offs and compactors. The sanitation department budgeted $257,000.00 for the commercial sanitation service of roll offs and compactors to Republic Services, Inc. for FY 19-20.
Rehig Pacific Company has agreed to renew the upright wheeled refuse containers without modification for FY 19-20. In FY 18-19 approximately $5,160.00 was encumbered with Rehig Pacific Company by the sanitation department for upright wheeled refuse containers. The sanitation department budgeted $5,676.00 for the purchase of upright wheeled refuse containers from Rehig Pacific Company for FY 19-20.

Staff recommends approval.

Funds were budgeted and are available in all departments accounts

R. Paul Streets
Assistant Public Works Director

Attachment: Renewal Letters
April 29, 2019

Roll Offs USA
Mr. Kendell Phillips
P.O. Box 727
Durant, OK 74702

“Four, Six & Eight Yard New Front Load Refuse Containers”

Dear Mr. Phillips:

It is time to renew the Midwest City Municipal Authority contract for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

[Signature]

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: [Signature]  Title: Director  Date: 09 Apr 19
April 29, 2019

MCS Heartland LLC
Mr. Robert M. Deily
Vice President
P.O. Box 331
Piedmont, OK 73078

“Refurbished Front Load Refuse Containers”

Dear Mr. Deily:

It is time to renew the Midwest City Municipal Authority contract for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract, under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

[X] Yes, we agree to continue the present contract without modification.

[ ] No, we are not able to continue the present contract without modification.

Sign: [Signature] Title: [Title] Date: 6/12/19
April 29, 2019

Republic Services
Ms. Chrystal Bennett
Municipal Services Manager
7540 SW 59th Street
Oklahoma City, OK 73110

“Commercial Sanitation Service Of Roll Offs and Compactors”

Dear Ms. Bennett:

It is time to renew the City of Midwest City’s contracts for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: ___________________________ Title: Director of Ops  Date: 5/3/2019
April 29, 2019

Rehrig Pacific Company
Mr. Andrew Moore
West Region Sales Manager
1000 Raco Court
Lawrenceville, GA 30046

"Upright Wheeled Refuse Containers"

Our records indicate the contract price is:

$ 51.60 each for 95 Gallon $ 46.20 each for 65 Gallon

Dear Mr. Moore:

It is time to re-new the city of Midwest City’s contracts for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

[Signature] Yes, we agree to continue the present contract without modification.

[Signature] No, we are not able to continue the present contract without modification.

Sign: Andrew Moore Title: West Region Sales Manager Date: 4/29/19

RPS:da
April 29, 2019

Cabot Norit Americas Inc.
Attn: Ms. Nikki Vineyard
P.O. Box 790
Marshall, TX 75671

“Granular Activated Carbon”

Our records indicate contracted price at $38.48 per cubic feet for 9,600 cubic feet, at the total net cost of $369,408.00 for Granular Activated Carbon.

Dear Ms. Vineyard:

It is time to renew the Midwest City Municipal Authority contract for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: [Signature]
Date: 04/29/19
April 29, 2019

Duke’s Root Control, Inc.
Mr. Braden Boyko
1020 Hiawatha Blvd, West
Syracuse, NY 13204-1131

“Chemical Root Control”

Our records indicate contracted price for 6” & 8” at $1.32 per foot for minimum of $3,000.00 for chemical root control.

Dear Mr. Boyko:

It is time to renew the Midwest City Municipal Authority contract for FY 2019/20. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

X  Yes, we agree to continue the present contract without modification.

________________________  No, we are not able to continue the present contract without modification.

Sign: ___________  Title: ___________  Date: ___________
MEMORIAL HOSPITAL AUTHORITY AGENDA

The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City Manager’s Facebook page.

The recorded video will be available on YouTube and the City’s website within 48 hours at www.youtube@midwestcityok.org.

The meeting minutes and video can be found on the City’s website in the Agenda Center: https://midwestcityok.org/AgendaCenter.

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.
A. **CALL TO ORDER.**

B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so that the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the meeting on June 11, 2019, as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: Sooner Rose TIF Fund, expenses/Hospital Authority (90) $3,000. The supplement is needed to increase budget for separation pay. (Finance - C. Barron)

C. **DISCUSSION ITEMS.**

1. Discussion and consideration of approving the following agreement with Capitol Decisions, Inc. in the total amount of $90,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2019 through June 30, 2020. (City Manager – T. Lyon)

2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)

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

E. **ADJOURNMENT.**
A notice for the regular Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

**Midwest City Memorial Hospital Authority Minutes**

June 11, 2019 – 6:02 pm

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 6:44 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Españiola Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: none.

**DISCUSSION ITEMS.**

1. **Discussion and consideration of approving the minutes of the special meeting on May 21, 2019 and the regular meeting on May 28, 2019, as submitted.** Allen made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

2. **Public hearing with discussion and consideration of adopting a resolution of the Midwest City Memorial Hospital Authority approving its budget for Fiscal Year 2019-2020 in the amount of $5,543,493 for the Discretionary, $1,833,988 for the Compounded Principal, $2,520,930 for the Hospital Expansion-Loan Reserve, $21,591,467 for the In Lieu of-ROR-Miscellaneous and $458,497 for the Grants divisions.** Reed made a motion to adopt Resolution 2019-01, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

3. **Discussion and consideration of accepting an update by J.R. Reskovac with Capitol Decisions, Inc. regarding economic, community development and redevelopment interests in Midwest City.** Mr. Reskovac addressed the Council, after which Allen made a motion to accept the report, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

4. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was necessary.

5. **Discussion and consideration approving an expenditure of funds in an amount not to exceed $38,000.00 to Lemke Land Surveying (LLS) for boundary and topographic design survey services related to the 2018 Moving Midwest City Forward bond issue, Multi-Purpose Sports Complex located in the 9200—9400 blocks of S. E. 29th Street in Oklahoma City.** After Staff and Council discussion, Allen made a motion to approve the expenditures of funds, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

**NEW BUSINESS/PUBLIC DISCUSSION.** There was no new business or public discussion.

**ADJOURNMENT.** There being no further business, Chairman Dukes adjourned the meeting at 6:59 PM.

**ATTEST:**

_________________________________________________________
MATT D. DUKE II, Chairman

_____________________________
SARA HANCOCK, Secretary
MEMORANDUM

TO: Honorable Chairman and Trustees
FROM: Christy Barron, Treasurer/Finance Director
DATE: June 25, 2019
SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: Sooner Rose TIF Fund, expenses/Hospital Authority (90) $3,000.

The supplement is needed to increase budget for separation pay.

__________________________
Christy Barron
Finance Director
### SUPPLEMENTS

**June 25, 2019**

<table>
<thead>
<tr>
<th>Dept Number</th>
<th>Department Name</th>
<th>Increase</th>
<th>Decrease</th>
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<tbody>
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<td>Hospital Authority</td>
<td>3,000</td>
<td>0</td>
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<td></td>
</tr>
</tbody>
</table>

#### Explanation:
To increase budget for separation pay. Funding to come from fund balance.
MEMORANDUM

To: Honorable Chairman and Trustees
From: Tim Lyon, General Manager/Administrator
Date: June 25, 2019
Subject: Discussion and consideration of approving the following agreement with Capitol Decisions, Inc. in the total amount of $90,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2019 through June 30, 2020.

The following twelve-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of July 1, 2019 through June 30, 2020. Modifications were made over the previous agreement to include a change in term from six to twelve months and an overall decrease in compensation.

Action on this item is at the discretion of the Authority.

Tim Lyon
General Manager/Administrator
CONSULTANT AGREEMENT

This agreement is executed this __________ 25th _______ day of ___________ June _______ , 2019, by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.

2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services, exclusively as an independent contractor to, and not as agent or employee of the Authority.

3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.

4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.

5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovac. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.

7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement. It is understood that Capitol Decisions, Inc. may have to register
under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

8. Tim Lyon, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.

9. For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant $90,000.00 payable in twelve (12) monthly installments of $7,500.00 each, which shall be invoiced by Consultant and due each month for the term of this Agreement.

10. The term of this Agreement shall commence on July 1, 2019 and shall continue in effect until June 30, 2020 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional twelve (12) month period under the same terms and conditions by agreement of both parties.

11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.

12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

"CONSULTANT"
Capitol Decisions, Inc.
800 Maine Avenue, SW, Suite 800
Washington, DC 20024
"AUTHORITY"
Midwest City Memorial Hospital Authority,
a public trust
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

Approved as to form and legality this ______ day of ______________________, 2019.

Heather Poole
Counsel for the Authority
Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.

- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.

- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.

- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.

- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.

- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.

- Consultant will maintain a consistent dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.

- Consultant will provide written reports every six (6) months and verbal briefings as needed during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.
MEMORANDUM

To: Honorable Chairman and Trustees

From: Sara Hancock, Secretary

Date: June 25, 2019

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority’s investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Sara Hancock, Secretary
NEW BUSINESS/
PUBLIC DISCUSSION
The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City Manager’s Facebook page.

The recorded video will be available on YouTube and the City’s website within 48 hours at www.youtube@midwestcityok.org.

The meeting minutes and video can be found on the City’s website in the Agenda Center: https://midwestcityok.org/AgendaCenter.

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.
A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the regular meeting of April 23, 2019, as submitted. (City Clerk - S. Hancock)

2. Discussion and consideration of entering into a contract with the Midwest City Chamber of Commerce for Fiscal Year 2019-20 for $3,000 per month to implement economic development events in the City of Midwest City. (City Manager - T. Lyon)

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

D. ADJOURNMENT.
DISCUSSION ITEMS
A notice for the regular meetings of the Midwest City Economic Development Commission was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

MINUTES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT COMMISSION MEETING

April 23, 2019 - 7:03 PM

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:03 PM with the following members present: Commissioners Susan Eads, Pat Byrne, Españiola Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: none.

Consent Agenda. Allen made a motion to approve the Consent Agenda, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing, and regular meetings of January 22, 2019 as submitted.


3. Discussion of the Convention and Visitors Bureau Quarterly Activity Report for the period ending March 31, 2019. No action is necessary; this item is presented for informational and discussion purposes only.

4. Discussion and consideration of accepting the Midwest City Chamber of Commerce's quarterly report for the period ending March 31, 2019.

5. Discussion and consideration of 1) re-appointing Mr. Wade Moore as one of the Council's appointments and 2) appointing Mrs. Lisa Newport to the Commission, replacing Mr. Ed Miller, as the Council's second appointment both for three-year terms ending April 13, 2021.

New Business/Public Discussion. There was no new business or public discussion.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 7:03 PM.

ATTEST: MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary
MEMORANDUM

TO: Honorable Chairman and Commissioners
   Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: June 25, 2019

SUBJECT: Discussion and consideration of entering into a contract with the Midwest City Chamber of Commerce for Fiscal Year 2019-20 for $3,000 per month to implement economic development events in the City of Midwest City.

The attached contract is for services between the City and the Chamber of Commerce for $3,000 per month to implement activities such as Tinker and the Primes.

Action is at the commissioners’ discretion.

Tim Lyon

___________________________
Tim Lyon, City Manager
This contract effective July 1, 2019 is entered into between the Midwest City Economic Development Commission, an agency of the City of Midwest City, Oklahoma (the "EDC"), and the Midwest City Chamber of Commerce (the "Chamber"), an Oklahoma corporation.

WHEREAS, in 1983 the citizens of Midwest City, Oklahoma approved the establishment of the EDC funded by a two percent hotel room tax to ensure the continued positive economic growth and development of commerce in the city of Midwest City, Oklahoma; and

WHEREAS, the Chamber has the professional ability and expertise to perform certain economic development services for the EDC to enhance and improve economic growth and development of commerce in the city; and

WHEREAS, economic development is a purpose of the government of the City of Midwest City and this contract outlines methods by which the Chamber is to assist the City in accomplishing this purpose; and

WHEREAS, both the City and the Chamber have a significant interest in encouraging and improving commerce and economic development in Midwest City, Oklahoma and agree that the two entities working together will have a greater, more positive impact on commerce and economic development in Midwest City, Oklahoma than each would have separately;

NOW, THEREFORE, the parties to this contract hereby agree that:

1. The EDC shall pay to the Chamber for performing the duties and responsibilities required of it under this contract $3,000 monthly. The city manager may also approve advances or supplements as are deemed appropriate or necessary for one-time or extraordinary expenditures based on availability of funds and other appropriate considerations; and

2. The Chamber shall be responsible for events and activities that promote Tinker Air Force Base and promote a positive image of the City such as, but not limited to, Tinker and the Primes and the I-40 billboard campaign, respectively, during the contract year.

3. The Chamber shall submit quarterly reports to the EDC on work being accomplished by the Chamber pursuant to this contract.

4. The EDC has established an advisory committee to provide input into economic development activities. The membership of this advisory committee shall include one appointment from the Chamber. The Chamber's Executive Director shall also serve in a non-voting ex officio capacity.
5. The term of this contract shall be from July 1, 2019 through July 1, 2020. This contract replaces and takes precedence over all other contracts and agreements between the parties hereto and for the purposes expressed herein. However, either party may terminate this contract at any time by giving the other party at least sixty (60) days’ notice of the date on which this contract shall be terminated. If this contract is terminated by either party prior to its expiration; the EDC shall pay the Chamber for its actual work performed up to the date of termination.

6. The Chamber shall provide such clerical, professional and technical expertise as may be deemed necessary in the Chamber's best judgment and discretion to properly develop, plan, execute and supervise its duties and responsibilities under this contract and to fix the duties, terms of employment and compensation for the individuals possessing such expertise.

Passed and approved by the Chamber on the _____ day of __________, 2019.

MIDWEST CITY CHAMBER OF COMMERCE, INC.

____________________________
Executive Director, Bonnie Cheatwood

Passed and approved by the EDC on the _____ day of __________, 2019

ATTEST:

MIDWEST CITY ECONOMIC DEVELOPMENT
COMMISSION, an agency of Midwest City, Oklahoma

____________________________
Attest: Matthew D. Dukes, II, Chairman

____________________________
Sara Hancock, Secretary

APPROVED as to form and legality this _____ day of __________, 2019

____________________________
City Attorney, Heather Poole
NEW BUSINESS/
PUBLIC DISCUSSION
ECONOMIC DEVELOPMENT
AUTHORITY AGENDA

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A. **CALL TO ORDER.**

B. **DISCUSSION ITEM.**

1. Discussion and consideration of approving the minutes of the special meeting on June 11, 2019, as submitted. (Secretary - Sara Hancock)

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

D. **EXECUTIVE SESSION.**

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)
DISCUSSION ITEM
A notice for this special Midwest City Economic Development Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

**Midwest City Economic Development Authority Special Meeting Minutes**

June 11, 2019 – 6:03 PM

This meeting was held in the Midwest City Council Chambers, in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes** called the meeting to order at 6:59 PM with the following members present: Trustees: Susan Eads*, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Manager Guy Henson, and City Attorney Heather Poole. Absent: none.

**DISCUSSION ITEMS.**

1. Discussion and consideration of approving the minutes of the special meeting of May 21, 2019, and the regular meeting on May 28, 2019, as submitted. Eads made a motion to approve the minutes, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.


**NEW BUSINESS/PUBLIC DISCUSSION.** There was no new business or public discussion.

At 7:00 PM, Reed made a motion to recess, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

The Authority returned at 7:02 PM.

**EXECUTIVE SESSION.**

1. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. Section 307 (B) (3), Discussing the purchase or appraisal of real property; and 25 O.S. Section 307 (C) (11), for purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

At 7:03 PM, Byrne made a motion to enter into executive session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
*Councilmember Eads left at 7:54 PM and returned at 7:57 PM.

**Mayor Dukes left at 7:58 PM and returned at 8:01 PM.

At 8:15 PM, Reed made a motion to return to open session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

No action was taken.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:16 PM.

ATTEST:

______________________________
MATTHEW D. DUKES, II, Chairman

______________________________
SARA HANCOCK, Secretary
NEW BUSINESS/
PUBLIC DISCUSSION
EXECUTIVE SESSION
MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Economic Development Director

DATE: June 25, 2019

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during executive session.

Robert Coleman
Robert Coleman
Economic Development Director