



## **CITY OF MIDWEST CITY COUNCIL AGENDA**

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

January 14, 2020 – 6:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Carl Albert High School Jr. ROTC Cadets Droit, Kalkbrenner, and Parker
- Community-related announcements and comments
- Mayoral Proclamations: Retiree Neil Baltazor and the 25<sup>th</sup> Anniversary of the Bombing

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 regular December 10, 2019 meeting. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase. Grants (143), revenue/Intergovernmental (21) \$20,000; expenses/Transfers Out (21) 20,000. Emergency Operations (70), revenue/Transfers In (00) \$20,000. Street Tax (65), expenses/Parks & Rec/Trails & Sidewalks (06) \$30,000. Police (20), revenue/Police Department (62) \$14,913; expenses/Police Department (62) \$14,913. (Finance - C. Barron)
3. Discussion and consideration of accepting the City Manager's Report for the month of November, 2019. (Finance - C. Barron)
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
5. Discussion and consideration of approving the Master Consulting Services Agreement, Business Associate Agreement, and Statement of Work to the Master Agreement with American Fidelity Administrative Services, LLC, regarding Patient Protection and Affordable Care Act (ACA) Compliance: Time and Eligibility Tracking and Employer Reporting. (Human Resources - T. Bradley)
6. Discussion and consideration of approving a resolution declaring and dedicating the Midwest City 2020 Veterans Day Parade to the Vietnam Veterans. (City Manager - T. Lyon)
7. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055190732 from the State Department of Environmental Quality for the Polyfilms Water Line Extension, 1910 N Sooner Road, Midwest City, Oklahoma. (Community Development - B. Bundy)

8. Discussion and consideration of entering into and approving an Agreement for Professional Services with Cedar Creek Consultants, Inc. in the amount of \$42,500.00 to provide Civil and Survey Services to reconstruct Key Boulevard and small portions of E Douglas Drive and N Marshall Drive. (Community Development - B. Bundy)
9. Discussion and consideration of approval of change order #2 amending the funding agreement for Federal-Aid Project Number STP-155E(919)EH, State Job Number 28817(04), with the Oklahoma Department of Transportation for the construction of the Mid-America Trail, in the amount of \$16,242.63. (Community Development - B. Bundy)
10. Discussion and consideration of rejecting the previously awarded bid for the SCIP Phase 2 – N.E. 23<sup>rd</sup> Street Trail construction project which was awarded at the regular City Council meeting, November 26<sup>th</sup>, 2019. (Community Development - B. Bundy)
11. Discussion and consideration of (1) entering into a Memorandum of Understanding with the Cities of Oklahoma City, Edmond, Del City and Oklahoma County to participate with those governmental entities in the 2019 Edward Byrne Memorial Justice Assistance Grant Program Award; (2) agreeing to abide by the special conditions set forth within the grant language if approved; and (3) authorizing the Mayor and/or City Manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant. (Police - B. Clabes)
12. Discussion and consideration of re-appointing Casey Hurt to the Midwest City Park and Recreation Board for a three-year term ending January 15, 2023. (Parks and Recreation - F. Gilles)
13. Discussion and consideration of reappointing John Manning to the Midwest City Park and Recreation Board for a three-year term ending on January 15, 2023. (Parks and Recreation - F. Gilles)
14. 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, sealed bid, or other means as necessary. (Information Technology - R. Rushing)

D. DISCUSSION ITEMS.

1. (PC-2028) Public hearing with discussion and consideration of an ordinance to redistrict from A-1, Agriculture to R-6, Single Family Detached Residential, for the property described as a part of the NE/4 of Section 8, T11N, R1W, and addressed as a part of 2101 S. Anderson Road. (Community Development - B. Harless)
2. (PC –2033) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of a Wind Energy Conversion System in the C-3, Community Commercial and HOS, Hospitality district, for the property described as a part of the SW/4 of Section 9 T11N, R2W, located at 6201 Tinker Diagonal. (Community Development - B. Harless)

3. (PC – 2034) Discussion and consideration of approval of the proposed final plat of Tuscany Ridge Section II, described as a part of the NW/4 of Section 9, T11N, R1W, of the Indian Meridian, Midwest City, OK. (Community Development - B. Harless)
  4. (PC-2035) Discussion and consideration of approval of the Animal Shelter Final Plat for the properties described as a part of the SW/4 of Section 35, T12N, R2W, addressed as 8485 E. Reno, 2901 Woodside Drive and 2905 Woodside Drive. (Community Development - B. Harless)
  5. (PC – 2036) Discussion and consideration of approval of the Preliminary Plat of the Soldier Creek Industrial Park (SCIP), described as a part of the NE/4 of Section 27, T-12-N, R-2-W, located at 7900 NE 23RD Street. (Community Development - B. Harless)
  6. Discussion and consideration of accepting a report regarding the pilot study for Indirect Potable Reuse (IPR) by the City of Norman. (City Manager - T. Lyon)
- 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 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)
- G. FURTHER INFORMATION.
1. Minutes of the December 18, 2019 Original Mile Reinvestment Committee Meeting. (Community Development - B. Harless)
  2. Review of the Regional Transportation Authority (RTA) Agenda for the December 11th, 2019 Board of Director's meeting (Community Development - B. Harless)
  3. Review of the November 2019 Building Report. (Community Development—B. Harless)
  4. Review of the monthly Neighborhood Services reports for November and December 2019. (Neighborhood Services - M. Stroh)
- 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**

December 10, 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 6:03 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Sean Reed, Christine Allen and Jeff Moore with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Española Bowen.

**OPENING BUSINESS.** The invocation was given by Assistant City Manager Vaughn Sullivan, followed by the Pledge of Allegiance led by Boy Scout Troop 210. Council and Staff made community-related announcements. Mayoral certificates were given to Midwest City High School and Carl Albert High School Drama Students for their community service.

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

1. Discussion and consideration of approving the minutes of the November 26, 2019 meeting.
2. Discussion and consideration of accepting the City Manager's Report for the month of October, 2019.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase. Street & Alley, expenses/Street Department (09) \$12,469. General Fund, expenses/Community Development (05) \$20,000.
4. Discussion and consideration of ratifying, approving and entering into the FY 2019 Unified Planning Work Program (UPWP) contract between the Association of Central Oklahoma Governments and the City of Midwest City.
5. Discussion and consideration of accepting a State and Local Assistance Performance Grant from and entering into an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds with The State of Oklahoma Department of Emergency Management (OEM) in the amount of \$20,000 effective October 1, 2019 to encourage the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by Tribal, State and Political Subdivisions.
6. Discussion and consideration of approving Amendment No. 1 to the Agreement for Professional Engineering Services with Jacobs Engineering Group, in an amount of \$19,969.00, for the completion of design costs for the signal upgrade project.
7. Discussion and Consideration of adopting a resolution 2019-35 authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Clean Air Grants Fund.

8. Discussion and consideration of re-appointing Max Wilson and Rick Lewis to the ADA Transition Plan Committee.
9. Discussion and consideration of declaring the following equipment from Street Department: (1) Miller Bobcat Welder, (1) Lincoln Electric Welder, (1) FS 90R Stihl Weed Eater, (1) FC 90 Stihl Edger, (1) 1999 Dodge 2500 Pickup, (1) Hustler Z Turn Mower, (1) TS 700 Stihl Quickie Concrete Saw, (1) Troy Bilt Rear Tine Tiller and (1) 1991 IHC International Truck, as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

DISCUSSION ITEMS.

1. **Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Johnson and Associates in the amount of \$50,060.00 for the preparation of plans for the removal, redesign, and reconstruction of the S.E. 15th Street creek crossing located approximately six hundred feet west of the intersection of S.E. 15th Street and Hiwassee Road.** Byrne made a motion to approve the agreement, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bowen. Motion carried.
2. **Discussion and consideration of approving and entering into a contract for architectural and engineering services with PDG, LLC. d.b.a. Heckenkemper Golf Course Design associated with the renovation of John Conrad Regional Golf Course, in an amount not to exceed \$371,000.00.** Staff and Jason Cotton with ADG addressed the Council; after which, Byrne made a motion to approve the agreement, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bowen. Motion carried.
3. **Discussion and consideration of an amendment agreement to the professional services contract with Selser Schaefer Architects, Inc. in regards to landscape architecture design and additional services.** Byrne made a motion to approve the agreement, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bowen. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. Mayor Dukes adjourned the meeting at 6:32 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk



**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
cbarron@midwestcity.org  
Office: 405-739-1245  
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: January 14, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase. Grants (143), revenue/Intergovernmental (21) \$20,000; expenses/Transfers Out (21) \$20,000. Emergency Operations (70), revenue/Transfers In (00) \$20,000. Street Tax (65), expenses/Parks & Rec/Trails & Sidewalks (06) \$30,000. Police (20), revenue/Police Department (62) \$14,913; expenses/Police Department (62) \$14,913.

The first and second supplement is needed to budget the EMPG Grant from Oklahoma Emergency Management Office and transfer of grant proceeds from Grants Fund to Emergency Operations Fund. The third supplement is needed to budget for increases in costs to SCIP Trail. The fourth supplement is needed to budget for receipt of insurance proceeds and repair of police vehicles.

Christy Barron  
Finance Director



**SUPPLEMENTS**  
**January 14, 2020**

Fund Grants (143)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Intergovernmental	20,000			
21	Transfers Out			20,000	
		<u>20,000</u>	<u>0</u>	<u>20,000</u>	<u>0</u>
<b>Explanation:</b> To budget 2020 EMPG Grant from Oklahoma Emergency Management Office and transfer out of proceeds to Emergency Operations Fund.					
Fund Emergency Operations (070)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	20,000			
		<u>20,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Explanation:</b> To budget transfer in of 2020 EMPG Grant proceeds from Grants Fund.					
Fund Street Tax (065)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Parks & Rec/Trails and Sidewalks			30,000	
		<u>0</u>	<u>0</u>	<u>30,000</u>	<u>0</u>
<b>Explanation:</b> To budget additional funds for SCIP Trail. Funding to come from fund balance.					
Fund Police (020)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police Department	14,913			
62	Police Department			14,913	
		<u>14,913</u>	<u>0</u>	<u>14,913</u>	<u>0</u>
<b>Explanation:</b> To budget repair of vehicles and receipt of insurance reimbursement.					



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TO: Honorable Mayor and City Council  
FROM: Christy Barron, City Treasurer/Finance Director  
DATE: January 14, 2020  
SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of November, 2019.

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

**Const. Loan Payment Rev (178)** decreased due to the payments for:

Utility improvements <\$270,695>

**Cap. Sewer Imp. – Stroth (188)** decreased because of the payment for:

Flusher truck <\$249,433>

**Hotel/Conference Center (195)** had an operational gain of \$60,941 in November.

**MWC Hospital Authority (425)** activities for November:

Compounded Principal (9010) – unrealized gain on investment	\$2,600,553
Loan Reserve (9020) – budgeted transfer to 9060	<\$2,500,000>
Discretionary (9050) - unrealized gain on investment	\$603,953
In Lieu of/ ROR/ Misc. (9060) – budgeted transfer from 9020	\$2,500,000

\$2,500,000 was transferred from Hospital Authority Loan Reserve Fund (425-9020) to In Lieu of/ROR/Misc. (425-9060) so the hospital's loan reserve money could be applied toward the remainder of the principle owed on the hospital loan when it was paid off in November, 2019.

This item is at Council's discretion.

Christy Barron  
Finance Director

City of Midwest City  
Financial Summary by Fund  
for Period Ending November, 2019

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	3,202,448	-	3,183,251	1,067,282	(1,048,084)	19,198	3,202,448
10	GENERAL	6,254,845	(148,051)	5,995,765	16,116,891	(16,005,863)	111,029	6,106,794
11	CAPITAL OUTLAY RESERVE	888,680	-	933,143	7,802	(52,265)	(44,463)	888,680
13	STREET AND ALLEY FUND	1,394,314	-	1,266,863	211,758	(84,308)	127,451	1,394,314
14	TECHNOLOGY FUND	138,397	-	164,040	174,404	(200,047)	(25,643)	138,397
15	STREET LIGHT FEE	1,878,586	-	1,630,191	260,571	(12,176)	248,395	1,878,586
16	REIMBURSED PROJECTS	933,055	(2)	874,019	93,565	(34,531)	59,034	933,054
17	29TH & DOUGLAS PROPERTY	5,500,286	-	5,500,283	2	-	2	5,500,286
20	MWC POLICE DEPARTMENT	4,947,806	-	4,188,477	6,742,408	(5,983,079)	759,328	4,947,806
21	POLICE CAPITALIZATION	589,694	-	491,782	362,521	(264,609)	97,912	589,694
25	JUVENILE FUND	18,362	-	30,214	24,193	(36,046)	(11,853)	18,362
30	POLICE STATE SEIZURES	72,370	-	72,631	1,862	(2,123)	(261)	72,370
31	SPECIAL POLICE PROJECTS	101,417	-	78,652	29,182	(6,417)	22,765	101,417
33	POLICE FEDERAL PROJECTS	51,024	-	61,341	258	(10,575)	(10,317)	51,024
34	POLICE LAB FEE FUND	22,843	-	21,650	4,680	(3,487)	1,193	22,843
35	EMPLOYEE ACTIVITY FUND	20,119	(890)	20,232	1,254	(2,258)	(1,003)	19,229
36	JAIL	148,140	-	151,135	25,521	(28,517)	(2,995)	148,140
37	POLICE IMPOUND FEE	132,562	-	156,316	21,818	(45,573)	(23,754)	132,562
40	MWC FIRE DEPARTMENT	3,246,466	(4)	2,803,249	5,207,016	(4,763,803)	443,213	3,246,462
41	FIRE CAPITALIZATION	1,025,902	-	877,748	255,437	(107,283)	148,154	1,025,902
45	MWC WELCOME CENTER	348,238	(158)	357,883	103,134	(112,936)	(9,803)	348,080
46	CONV / VISITORS BUREAU	240,327	-	200,919	171,453	(132,046)	39,407	240,327
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	559,590	-	569,922	196,681	(207,013)	(10,332)	559,590
61	STORM WATER QUALITY	972,808	-	878,476	327,033	(232,701)	94,332	972,808
65	STREET TAX FUND	1,590,455	-	1,519,081	204,075	(132,701)	71,375	1,590,455
70	EMERGENCY OPER FUND	740,466	-	713,432	238,840	(211,806)	27,034	740,466
75	PUBLIC WORKS ADMIN	477,858	-	351,006	492,405	(365,553)	126,852	477,858
80	INTERSERVICE FUND	503,919	-	462,631	1,210,695	(1,169,407)	41,288	503,919
81	SURPLUS PROPERTY	468,152	(367,356)	97,486	23,516	(20,205)	3,311	100,796
115	ACTIVITY FUND	341,804	(30)	354,596	50,964	(63,786)	(12,822)	341,774
123	PARK & RECREATION	558,671	(150)	651,194	251,316	(343,989)	(92,674)	558,521
141	COMM. DEV. BLOCK GRANT	26,065	-	6,029	244,066	(224,029)	20,037	26,065
142	GRANTS/HOUSING ACTIVITIES	151,646	-	147,646	80,745	(76,745)	4,000	151,646
143	GRANT FUNDS	100,744	(40,744)	60,000	395,304	(395,304)	-	60,000

City of Midwest City  
Financial Summary by Fund  
for Period Ending November, 2019

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,234,283	(8,029)	2,363,534	338,405	(475,686)	(137,280)	2,226,254
172	CAP. WATER IMP-WALKER	1,249,727	-	1,022,289	228,615	(1,177)	227,438	1,249,727
178	CONST LOAN PAYMENT REV	2,612,077	(25,397)	3,186,744	358,481	(958,545)	(600,064)	2,586,680
184	SEWER BACKUP FUND	83,084	-	82,373	712	-	712	83,084
186	SEWER CONSTRUCTION	4,209,497	(175,000)	3,827,884	622,178	(415,566)	206,612	4,034,497
187	UTILITY SERVICES	541,414	(924)	500,342	508,344	(468,194)	40,149	540,491
188	CAP. SEWER IMP.-STROTH	364,405	-	603,107	176,351	(415,054)	(238,702)	364,405
189	UTILITIES CAPITAL OUTLAY	3,327,253	(69,278)	3,044,870	283,088	(69,983)	213,105	3,257,975
190	MWC SANITATION DEPARTMENT	2,522,429	-	2,266,302	3,025,191	(2,769,063)	256,127	2,522,429
191	MWC WATER DEPARTMENT	2,828,587	-	2,412,871	3,045,709	(2,629,993)	415,716	2,828,587
192	MWC SEWER DEPARTMENT	960,002	(4)	1,063,871	2,382,642	(2,486,516)	(103,874)	959,997
193	MWC UTILITIES AUTHORITY	944,936	-	936,841	8,095	-	8,095	944,936
194	DOWNTOWN REDEVELOPMENT	2,330,248	(5,045)	2,316,052	20,016	(10,865)	9,151	2,325,203
195	HOTEL/CONFERENCE CENTER	945,006	(600,714)	278,061	2,176,191	(2,109,959)	66,231	344,292
196	HOTEL 4% FF&E	1,288,136	-	819,894	605,519	(137,277)	468,242	1,288,136
197	JOHN CONRAD REGIONAL GOLF	157,341	(42,787)	74,131	462,031	(421,608)	40,423	114,554
201	URBAN RENEWAL AUTHORITY	31,376	-	36,197	283	(5,103)	(4,820)	31,376
202	RISK MANAGEMENT	1,138,641	(37)	1,553,379	365,399	(780,173)	(414,774)	1,138,605
204	WORKERS COMP	2,995,691	-	3,019,327	403,260	(426,896)	(23,636)	2,995,691
220	ANIMALS BEST FRIEND	85,850	-	79,400	9,636	(3,185)	6,451	85,850
225	HOTEL MOTEL FUND	-	-	-	301,625	(301,625)	-	-
230	CUSTOMER DEPOSITS	1,475,641	(1,475,641)	-	12,927	(12,927)	-	-
235	MUNICIPAL COURT	51,278	(51,278)	-	434	(434)	-	-
240	L & H BENEFITS	1,742,752	(49,771)	2,111,500	3,318,514	(3,737,033)	(418,519)	1,692,981
250	CAPITAL IMP REV BOND	15,774,509	(58,748,373)	(44,133,137)	6,329,791	(5,170,518)	1,159,273	(42,973,864)
269	2002 G.O. STREET BOND	448,155	-	444,318	3,837	-	3,837	448,155
270	2018 ELECTION G.O. BOND	25,011,480	(2,089)	25,642,175	218,711	(851,494)	(632,783)	25,009,391
271	2018 G.O. BONDS PROPRIETARY	10,787,126	-	10,773,118	92,914	(78,906)	14,008	10,787,126
310	DISASTER RELIEF	1,340,472	(146,501)	1,233,976	139,623	(179,629)	(40,005)	1,193,971
340	REVENUE BOND SINKING FUND	-	-	-	2,443,213	(2,443,213)	-	-
350	G. O. DEBT SERVICES	719,021	(37,375)	587,081	113,139	(18,574)	94,565	681,646
352	SOONER ROSE TIF	2,406,820	-	6,988,109	180,588	(4,761,877)	(4,581,288)	2,406,820
353	ECONOMIC DEV AUTHORITY	52,704,072	(50,714,695)	1,631,682	530,626	(172,930)	357,695	1,989,378
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	98,181,769	(7,115,584)	88,312,029	4,662,820	(1,908,663)	2,754,157	91,066,186
425-9020	MWC HOSP AUTH-LOAN RESERVE	559,708	(559,708)	2,500,000	22,590	(2,522,590)	(2,500,000)	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	12,989,200	(12,137)	10,782,311	2,547,493	(352,741)	2,194,752	12,977,063
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	7,713,607	-	6,427,979	21,633,700	(20,348,071)	1,285,629	7,713,608
425-9080	MWC HOSP AUTH GRANTS	482,685	-	-	482,685	-	482,685	482,685
	TOTAL	300,886,336	(120,397,750)	177,659,893	92,654,026	(89,825,331)	2,828,696	180,488,589



**Human Resources**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1235

**Memorandum**

**TO:** Honorable Mayor and Council

**FROM:** Troy Bradley, Human Resources Director

**DATE:** January 14, 2020

**RE:** Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager 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 November 2019, which is the fifth (5) period of the FY 2019/2020.

A handwritten signature in black ink that reads "Troy Bradley".

Troy Bradley, Human Resources Director

<b>FISCAL YEAR 2019-2020</b>	<u>Jul-19</u>	<u>Aug-19</u>	<u>Sep-19</u>	<u>Oct-19</u>	<u>Nov-19</u>	<u>Dec-19</u>	<u>Jan-20</u>	<u>Feb-20</u>	<u>Mar-20</u>	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>
<b>PLAN INCOME</b>												
Projected Budgeted (MTD)	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,836	674,836	674,836
Actual (MTD)	627,213	652,720	650,545	655,169	734,359							
Projected Budgeted (YTD)	674,837	1,349,674	2,024,511	2,699,348	3,374,185							
Actual (YTD)	627,213	1,279,933	1,930,478	2,585,647	3,320,007							
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul-19</u>	<u>Aug-19</u>	<u>Sep-19</u>	<u>Oct-19</u>	<u>Nov-19</u>	<u>Dec-19</u>	<u>Jan-20</u>	<u>Feb-20</u>	<u>Mar-20</u>	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>
Projected Budgeted (MTD)	727,655	640,699	727,655	640,699	640,699	727,655	640,699	640,699	727,655	640,698	640,698	640,698
Actual (MTD)	646,453	673,397	845,354	678,761	893,068							
Projected Budgeted (YTD)	727,655	1,368,354	2,096,009	2,736,708	3,377,407							
Actual (YTD)	646,453	1,319,850	2,165,204	2,843,965	3,737,033							
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul-19</u>	<u>Aug-19</u>	<u>Sep-19</u>	<u>Oct-19</u>	<u>Nov-19</u>	<u>Dec-19</u>	<u>Jan-20</u>	<u>Feb-20</u>	<u>Mar-20</u>	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>
Projected Budgeted (MTD)	-52,818	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	34,138
Actual (MTD)	-19,240	-20,677	-194,809	-23,592	-158,708							
Projected Budgeted (YTD)	-52,818	-18,680	-71,498	-37,360	-3,222							
Actual (YTD)	-19,240	-39,917	-234,726	-258,318	-417,026							
<b>FISCAL YEAR 2018-2019</b>	<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Oct-18</u>	<u>Nov-18</u>	<u>Dec-18</u>	<u>Jan-19</u>	<u>Feb-19</u>	<u>Mar-19</u>	<u>Apr-19</u>	<u>May-19</u>	<u>Jun-19</u>
<b>PLAN INCOME</b>												
Projected Budgeted (MTD)	590,806	886,209	590,806	590,806	590,806	590,806	590,806	590,806	886,209	590,806	590,806	590,806
Actual (MTD)	580,003	778,717	869,305	675,077	605,701	604,448	596,882	575,414	821,358	578,427	665,692	606,593
Projected Budgeted (YTD)	590,806	1,477,015	2,067,821	2,658,627	3,249,433	3,840,239	4,431,045	5,021,851	5,908,060	6,498,866	7,089,672	7,680,478
Actual (YTD)	580,003	1,358,720	2,228,025	2,903,102	3,508,803	4,113,251	4,710,133	5,285,547	6,106,905	6,685,332	7,351,024	7,957,617
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Oct-18</u>	<u>Nov-18</u>	<u>Dec-18</u>	<u>Jan-19</u>	<u>Feb-19</u>	<u>Mar-19</u>	<u>Apr-19</u>	<u>May-19</u>	<u>Jun-19</u>
Projected Budgeted (MTD)	569,824	854,736	569,824	569,824	569,824	569,824	569,824	569,824	854,736	569,824	569,824	569,824
Actual (MTD)	697,154	533,729	955,290	867,993	682,361	587,394	736,335	389,324	755,224	518,118	696,172	634,023
Projected Budgeted (YTD)	569,824	1,424,560	1,994,384	2,564,208	3,134,032	3,703,856	4,273,680	4,843,504	5,698,240	6,268,064	6,837,888	7,407,712
Actual (YTD)	697,154	1,230,883	2,186,173	3,054,166	3,736,527	4,323,921	5,060,256	5,449,580	6,204,804	6,722,922	7,419,094	8,053,117
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Oct-18</u>	<u>Nov-18</u>	<u>Dec-18</u>	<u>Jan-19</u>	<u>Feb-19</u>	<u>Mar-19</u>	<u>Apr-19</u>	<u>May-19</u>	<u>Jun-19</u>
Projected Budgeted (MTD)	20,982	31,473	20,982	20,982	20,982	20,982	20,982	20,982	31,473	20,982	20,982	20,982
Actual (MTD)	-117,151	244,988	-85,985	-192,916	-76,660	17,054	-139,453	186,090	66,134	60,309	-30,480	-27,430
Projected Budgeted (YTD)	20,982	52,455	73,437	94,419	115,401	136,383	157,365	178,347	209,820	230,802	251,784	272,766
Actual (YTD)	-117,151	127,837	41,852	-151,064	-227,724	-210,670	-350,123	-164,033	-97,899	-37,590	-68,070	-95,500

**FY19-20 CHANGE TO 24 PAY PERIODS FROM 26  
2 EACH MONTH**

Nov 5/FY 2020: \$1,690,309  
 Nov 5/FY 2019: \$1,978,052  
 Nov 5/FY 2018: \$2,080,962  
 Nov 5/FY 2017: \$1,574,165

**\*\* HAD FIVE MONDAYS WITH REPORTED MEDICAL  
CLAIMS PAID\*\***



**Human Resources**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1235

### Memorandum

**TO:** Honorable Mayor and Council

**FROM:** Troy Bradley, Human Resources Director

**DATE:** January 14, 2020

**RE:** Discussion and consideration of approving the Master Consulting Services Agreement, Business Associate Agreement, and Statement of Work to the Master Agreement with American Fidelity Administrative Services, LLC, regarding Patient Protection and Affordable Care Act (ACA) Compliance: Time and Eligibility Tracking and Employer Reporting.

Attached are documents related to moving our required Patient Protection and Affordable Care Act (ACA) Compliance Time and Eligibility Tracking and Employer Reporting services to American Fidelity. The ACA requires that we track employee hours to make sure that full-time employees, as defined by the ACA, are being offered affordable health coverage. Emphyrean is the company that has been tracking our employee hours/time and providing the necessary reporting. American Fidelity is now administering our FSA/Dependent Care accounts, and is also able to provide the same ACA tracking and reporting service that we are getting from Emphyrean, but at a much lower cost. Transferring these services to American Fidelity will realize a savings of at least \$8,000 for the first year and \$16,000 in subsequent years.

Troy Bradley, Human Resources Director

## MASTER CONSULTING SERVICES AGREEMENT

This MASTER CONSULTING SERVICES AGREEMENT (“Master Agreement”) is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2020, (“Effective Date”) by and among CITY OF MIDWEST CITY (hereinafter “Client”) and AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (hereinafter “Consultant”).

WHEREAS, the parties desire for Consultant to provide services to Client with respect to certain employee benefit plans sponsored by Client (“Client’s Plans”) and under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Scope.** This Master Agreement is comprised of the general terms and conditions set forth herein (the “Terms and Conditions”) and each properly executed Scope of Work (“SOW”) to be attached hereto and incorporated by reference herein. Consultant shall provide certain services to Client as specified in a SOW (the “Services”). Each time Client engages Consultant to perform services, a new SOW shall be prepared specifying the scope of the services specific to that engagement. Consultant shall have the right, at all times, to perform similar services for other person(s) or business entities.

**2. Term.** The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth in Section 11 herein; provided, however, the term and conditions of this Agreement will continue to govern any outstanding SOWs until the last SOW is terminated in accordance with its terms.

**3. Fees and Records.** In consideration of Services performed, Client agrees to pay Consultant in accordance with each SOW. Unless otherwise expressly set forth in any given SOW, Client shall be responsible for actual out-of-pocket expenses (e.g., overnight charges, extensive reproduction costs) and travel costs incurred by Consultant in connection with its provision of the Services. Client shall also be responsible for all sales taxes and other similar tax obligations in connection with its receipt of the Services from Consultant. Such expenses, taxes, and other obligations shall be owed above and beyond any professional fees. If Client is exempt from paying sales tax, Client shall provide Consultant with a tax exemption certificate. Until such certificate is received, Consultant will charge applicable sales tax on the invoices.

**4. Invoicing and Payment.** Consultant will deliver an invoice to Client for fees and expenses each month unless otherwise specified in the SOW. Payment of the amounts indicated on the invoice is due upon receipt of the invoice, but no later than 30 days from the invoice.

**5. Client Resources and Data.** In addition to any responsibilities imposed on Client by the terms of a SOW, Client agrees that Consultant shall have ready access to Client’s staff and resources as necessary to perform the Services pursuant to a SOW. In addition, Client will provide to Consultant all data necessary to complete the Services specified in a SOW, in a format agreed to by both parties. In the performance of the Services, Consultant may rely upon, and will have



no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Consultant by the Client or its designated representatives and reasonably believed by Consultant to be genuine and authorized by the Client. In addition, if Consultant receives inaccurate, incomplete, or improperly formatted information, any additional time and expense required to correct the information will be billed to Client as additional Services.

## **6. Relationship of Parties.**

**a.** Consultant is, and shall at all times remain, an independent contractor with respect to the Client. Consultant and each of Consultant's employees, principals, and subcontractors shall not be deemed for any purpose to be Client's employees; and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Client or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Client is not responsible to any governing body or to Consultant for paying or withholding payroll taxes and other employee expenses related to payments made to Consultant. Notwithstanding anything to the contrary, this Master Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the parties and neither party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Master Agreement, be deemed to be an agent or employee of the other. No party has the authority to bind another party except to the extent approved in writing by the party to be bound.

**b.** Notwithstanding any provision in this Master Agreement to the contrary, the Client agrees and acknowledges that (i) this Master Agreement, any SOW executed pursuant to this Master Agreement or the performance by the Consultant hereunder are not intended in any way to impose on Consultant or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any other applicable law; and (ii) this Master Agreement does not provide Consultant, and the Client will not cause or permit Consultant to assume, without prior written consent of Consultant, any (A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"), (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

**c.** The Client acknowledges and agrees that the Services do not and shall not constitute the practice of law, accountancy or any other profession by the Consultant and that the Consultant has recommended to Client that all work performed by Consultant be reviewed by Client's independent tax and legal counsel. All compliance assistance work performed by Consultant will relate to compliance with federal laws imposing obligations with respect to Client's Plans. The parties agree that Consultant will not consider any State laws or regulations unless expressly set forth in a SOW. Finally, any Federal tax information provided in writing pursuant to this Master Agreement is not intended or written, and cannot be used, for the purpose of (i) avoiding penalties imposed by the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter that is contained in our written work products. Consultant shall

rely upon information provided by Client and will not have a duty to verify accuracy of such information.

## **7. Intellectual Property.**

**a.** Any patented or otherwise legally protectable invention, process, discovery, technique, know-how, proprietary method or copyrightable expression (1) belonging to and used by Consultant or its contractors for the benefit of Client in connection with this Agreement, or (2) made or developed by Consultant during the course of providing the Services hereunder, shall remain and be the property of Consultant. However, Consultant shall not receive any royalty related to the use of such invention in providing the Services to Client.

**b.** All documents produced by Consultant in any form, including the electronic versions thereof (“Deliverables”), are instruments of service of Consultant. The copyright and other intellectual property rights in all documents and expressions (including without limitation any memoranda, spreadsheets, drawings, maps or computer programs) prepared or compiled by Consultant hereunder shall remain vested in Consultant; however, Client shall have a free, non-transferable license to use documents supplied by Consultant for Client’s internal use and only for the purpose specified in the related SOW. Without limiting the foregoing, Client shall not provide such Deliverables to any third person without the written consent of the Consultant. Any liability arising out of use of Deliverables by Client for purposes other than for which they were created or out of use by any third party shall be the responsibility of Client, who shall indemnify Consultant against all claims, costs, damages, expenses or losses arising out of such unauthorized use.

**8. Confidential Information.** In connection with the Services, each party will have access to confidential information including, but not limited to trade secrets, data, business plans, customer information, marketing information, and financial matters which are made available by the other party or the other party’s clients (collectively, “Confidential Information”). Each party shall protect Confidential Information in the same manner as it protects its own Confidential Information of like kind, but in no event less than a reasonable degree of care. The receiving party will only use the Confidential Information to exercise its rights or carry out its obligations under this Master Agreement. The receiving party will restrict access to Confidential Information to only its employees or consultants who (a) require such access in the course of their assigned duties and responsibilities; and (b) who have been informed of the receiving party’s obligations of confidence and (c) have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. In the event that any Confidential Information is required to be disclosed pursuant to any law, code or regulation, if permitted by law, the receiving party will give the disclosing party immediate notice thereof and will use its efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect thereto. Upon termination of this Master Agreement, Confidential Information shall be returned to the disclosing party or certified as destroyed at the disclosing party’s option.

## **9. Performance of Services.**

a. Consultant shall, subject to the provisions of this Master Agreement, including without limitation the obligations of the Client to provide accurate information and to pay the Consultant's compensation hereunder, and upon timely receipt of all data, information, approvals, site access or other information or assistance to be provided by Client, carry out and complete the Services specifically agreed upon in this Master Agreement or in a SOW.

b. Consultant agrees that the Services will be performed in a professional and timely manner in accordance with accepted industry standards.

**10. HIPAA Compliance.** If and to the extent any of the Services involve disclosure, transmission, creation or use of Client's Protected Health Information, the parties shall enter into a Business Associate Agreement prior to any such transmission, disclosure, creation or use. Client agrees to (i) notify Consultant prior to any transmission or other disclosure of Protected Health Information to Consultant and request Consultant to enter into the Business Associate Agreement, and (ii) cause any third person who may transmit or otherwise disclose Protected Health Information to Consultant on behalf of Client to abide by the terms of this paragraph. As used herein, "Protected Health Information" means any and all information considered "protected health information" under 45 C.F.R. 160.103 (as may be amended from time to time) and is limited to the information created, received or transmitted by Consultant from or on behalf of Client pursuant to this Agreement.

## **11. Termination.**

a. In the event of Client's failure to pay amounts due, this Master Agreement and any existing SOW shall automatically terminate after 90 days of Client's non-payment. Consultant may, but shall not be obligated to, send Client reminder(s) of invoices.

b. Either party may terminate this Master Agreement or any SOW upon a breach of a material non-monetary provision hereof, provided that the terminating party provides written notice of the breach and a thirty (30) day opportunity for the breaching party to cure. The written notice shall contain sufficient information to allow the breaching party to correct the deficiency.

c. Either party may terminate the Master Agreement or any SOW for convenience upon 30 days' written notice.

d. After termination, the terms conditions of this Master Agreement will continue to govern any outstanding SOWs until the last SOW is terminated in accordance with its terms. Any termination will not relieve Client of the obligation to pay all amounts owing to Consultant through the date of termination and any reasonable de-mobilization cost.

## **12. Disputes, Limitation of Liability and Indemnification.**

a. **Dispute Resolution.** In the event of a dispute, Client agrees to inform Consultant of such dispute and the parties agree to make a good faith attempt to reach a

mutually acceptable resolution. If they are unable to reach agreement, then each party is free to seek legal recourse.

**b. Disclaimer. OTHER THAN AS PROVIDED HEREIN NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED RELATED TO THE SERVICES PROVIDED. ANY AND ALL CLAIMS SHALL BE MADE WITHIN TWO (2) YEARS FROM THE DATE OF ANY ALLEGED FAULT OR ERROR OR SHALL BE FOREVER BARRED.**

**c. Limit of Liability. IN RECOGNITION OF THE RELATIVE RISKS RELATED TO THE SERVICES PROVIDED AND THE CONSIDERATION TO BE RECEIVED BY THE CONSULTANT FOR SUCH SERVICES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CONSULTANT'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED TO CLIENT PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR NEGLIGENCE, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO CONSULTANT BY CLIENT IN THE THREE (3) MONTH PERIOD PRIOR TO THE DATE OF LOSS WITH RESPECT TO THE SERVICES DIRECTLY RELATING TO AND FORMING THE BASIS OF SUCH CLAIM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT OR ANY THIRD PERSON FOR ANY TAX, PENALTY OR FEE IMPOSED ON CLIENT OR ANY THIRD PERSON BY ANY GOVERNMENTAL AUTHORITY EVEN IF THE SOURCE OF SUCH TAX, PENALTY OR FEE IS THE SERVICES OR/AND DELIVERABLES OR ANY DEFECT IN EITHER OF THEM. THE ABOVE SHALL NOT APPLY IN THE CASE OF CONSULTANT'S GROSS NEGLIGENCE OR MISCONDUCT.**

**d. Indemnification.** Consultant agrees to indemnify, and hold harmless the Client, officers and employees from and against all claims, liabilities, judgments and expenses arising from personal or bodily injuries, and/or property damage directly caused by Consultant's gross negligence or misconduct. To the fullest extent permissible by law, Client will indemnify and hold Consultant and its personnel, contractors and third-party suppliers of services and tools (including computer software) harmless from any and all claims, liabilities, and expenses relating to misconduct or the grossly negligent actions or omissions, or breach of contract by Client or its personnel. This section shall survive termination of this Master Agreement.

### **13. Miscellaneous.**

**a. Notices.** All notices hereunder must be in writing, and may be sent by email, with delivery receipt, by certified mail, return receipt requested, or by overnight courier service, to the notice address set forth below each party's signature, or to such other addresses as may be stipulated in writing by the parties. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

**b. Entire Agreement; Amendment; Severability.** This Master Agreement, incorporated agreements and each properly executed SOW supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. This Master Agreement may not be amended except by written instrument executed by both parties. In the event of a conflict between the terms of any given SOW and this Master Agreement, the terms of this Master Agreement shall control, unless such SOW expressly states that it is amending the terms of the Master Agreement with respect to such SOW. The invalidity or unenforceability of any provision of this Master Agreement shall in no way affect the validity or enforceability of any other provision of this Master Agreement.

**c. Assignment and Sub-Contracting.** Consultant may sub-contract the Services hereunder. Consultant may also, for the benefit of Client, retain any necessary independent third-party actuarial experts, in connection with performance of the Services hereunder. Client may not assign the Services or any other rights hereunder or under a SOW without Consultant's written consent.

**d. Force Majeure.** If either party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, equipment or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

**e. No Waiver.** The waiver of any breach or failure of a term or condition of this Master Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Master Agreement.

**f. Governing Law.** This Master Agreement and all SOWs shall be governed by, and construed in accordance with, the laws of the State of Oklahoma applicable to contracts made and performed in Oklahoma without regard to conflict of laws principles. The parties hereto submit to the exclusive jurisdiction of the appropriate court in Oklahoma City, for the purpose of resolving any dispute relating to the subject matter of this Master Agreement or the relationship between the parties pursuant to this Master Agreement.

**g. Counterparts.** This Master Agreement and any SOW may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. The parties may utilize electronic means to execute and transmit counterparts, which shall be deemed as valid as originals.

WHEREFORE, for the purpose of being bound, the parties execute this Master Agreement by their duly authorized representatives.

**CITY OF MIDWEST CITY**

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

Notice Address:  
100 N Midwest Blvd  
Midwest City, OK 73110

**AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC**

\_\_\_\_\_  
Name: Mary Nash  
Title: Chief Operations Officer  
Date: \_\_\_\_\_

Notice Address:  
American Fidelity Administrative Services, LLC  
Attn: Manager  
9000 Cameron Parkway  
Oklahoma City, OK 73114  
Mary.Nash@americanfidelity.com

AND

American Fidelity LAW Department  
9000 Cameron Parkway  
Oklahoma City, OK 73114  
Anne.Nicholson@americanfidelity.com

## BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** (this “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2020, by and between **CITY OF MIDWEST CITY** located at 100 N MIDWEST BLVD, MIDWEST CITY, OK, 73110 (hereafter “Covered Entity”) and **AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC**, an Oklahoma limited liability company located at 9000 Cameron Parkway, Oklahoma City, OK 73114 (hereafter “Business Associate”).

**WHEREAS**, Business Associate may have access to, create or receive Protected Health Information, as hereinafter defined, on behalf of the Covered Entity in connection with services to be provided by Business Associate to Covered Entity from time to time; and

**WHEREAS**, Covered Entity wants to satisfy the applicable requirements of the Privacy Rule, Security Rule and Standard Transactions Rule, as those terms are hereinafter defined, by obtaining satisfactory assurances from Business Associate concerning Business Associate’s use, disclosure, requests for, and safeguarding of Protected Health Information, and Business Associate wants to provide such assurances, as more particularly set forth in this Agreement, in order to continue to provide the services; and

**WHEREAS**, Business Associate agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (Public Law 104-191) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) (Division A, Title XIII and Division B, Title IV of Public Law 111-5) and implementing regulations (Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations) dealing with the confidentiality, security and standardized transmission of health or health-related information, as applicable to Business Associate;

**NOW THEREFORE**, for and in consideration of the foregoing premises, which are incorporated into and made a part of this Agreement, the parties agree as follows:

**1. EFFECTIVE DATE.** This Agreement shall be effective as of the day and year first written above with respect to the HIPAA Rules and as of the applicable effective dates for such provisions related to the HITECH Act.

### **2. DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

#### Specific definitions:

- a) *Breach.* “Breach” means the acquisition, access, use, or disclosure, or possibility of acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule.

- b) *Electronic Health Record*. “Electronic Health Record” shall have the same meaning as set forth in section 13400(5) of Public Law 111-5 and any implementing regulations.
- c) *Designated Record Set*. “Designated Record Set” shall have the same meaning as set forth in 45 CFR § 164.501 and refers to an item, collection, or storing of information that contains protected health information that is used, in whole or in part, to make decisions about individuals, their treatment or billing for services rendered, including medical records and billing records, enrollment, payment, claims adjudication and case or medical management record systems.
- d) *HHS*. “HHS” means the U.S. Department of Health and Human Services.
- e) *HIPAA Rules*. “HIPAA Rules” means the Privacy Rule, Security Rule and Standard Transactions Rule, collectively.
- f) *HITECH Act*. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- g) *Limited Data Set*. “Limited Data Set” shall have the same meaning as set forth in 45 CFR § 164.514(e)(2).
- h) *Privacy Rule*. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as they exist now or as they may be amended.
- i) *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, but for purposes of this Agreement shall be limited to such information created or received by Business Associate from or on behalf of Covered Entity.
- j) *Required By Law*. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103. In general, “Required by Law” means a mandate contained in law that compels a person to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.
- k) *Secretary*. “Secretary” means the Secretary of the U.S. Department of Health and Human Services or his designee.
- l) *Security Incident*. “Security Incident” means the attempted or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of Protected Health Information (whether electronic or non-electronic) or interference with system operations of an information system involving Protected Health Information.
- m) *Security Rule*. “Security Rule” means the Security Standards set forth at 45 CFR Parts 160 and 164, as they exist now or as they may be amended.
- n) *Standard Transactions Rule*. “Standard Transactions Rule” means the Standards for Electronic Transactions set forth at 45 CFR, Parts 160 and 162, as they exist now or as they may be amended.



- o) *Unsecured Protected Health Information*. “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

### **3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted by this Agreement.
- b) Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information for any purpose other than as permitted by this Agreement.
- c) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to the same restrictions and conditions applicable, as set forth in this Agreement, to Business Associate, with respect to Protected Health Information and agrees to implement reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality and security of Protected Health Information.
- d) Business Associate agrees to make its internal practices (including policies and procedures), books, records, and services relating to the use and disclosure of Protected Health Information and the safeguards established with respect to such information available:
  - 1. to Covered Entity within thirty (30) business days of the date Business Associate receives a request from Covered Entity; and
  - 2. to the Secretary in the time and manner as directed by the Secretary.

Notwithstanding the above, no attorney-client, account-client, or other legal privilege shall be deemed waived by Covered Entity or Business Associate by virtue of this provision.

- e) Business Associate acknowledges that the Privacy Rule requires Covered Entity to provide individuals with a number of privacy rights, including the right to inspect and copy Protected Health Information within the possession or control of Covered Entity and its business associates, the right to amend such Protected Health Information, and the right to obtain an accounting of disclosures of Protected Health Information to third parties for certain purposes. To assist Covered Entity in complying with these requirements, Business Associate agrees to the following:
  - 1. Within ten (10) days of a request by Covered Entity, Business Associate shall, as directed by Covered Entity, either (a) provide a copy of such Protected Health Information as is specified by Covered Entity to Covered Entity or to an individual specified by Covered Entity or (b)

make such Protected Health Information available for inspection and copying by an individual specified by Covered Entity. To the extent that Business Associate uses or maintains an Electronic Health Record with respect to Protected Health Information, Business Associate shall comply with the requirement of this Section to provide a copy of Protected Health Information upon request by providing an electronic copy of such information to Covered Entity, the individual or a third party designated by the individual, as directed by Covered Entity. Business Associate shall maintain a record of any access to Protected Health Information provided under this Section in such form as may be specified by Covered Entity and shall provide a copy of such record to Covered Entity promptly upon request. If any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall notify the individual that the request will be forwarded to Covered Entity and shall promptly forward such request to Covered Entity.

2. Within a reasonable time after a request by Covered Entity, Business Associate agrees to amend or correct Protected Health Information as directed by Covered Entity.
3. Business Associate agrees to record each disclosure made to a third party of Protected Health Information as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, with the exception of disclosures made for any of the following purposes:
  - i. treatment, payment, or Covered Entity's health care operations;
  - ii. in response to a request from the individual who is the subject of the disclosed Protected Health Information or that individual's personal representative;
  - iii. to persons involved in that individual's health care or payment for health care;
  - iv. for national security or intelligence purposes;
  - v. to law enforcement officials or correctional institutions regarding inmates; or
  - vi. that are part of a Limited Data Set.

At a minimum, Business Associate shall track the following information regarding each disclosure:

- i. Date of the disclosure;
- ii. Name of the third party to whom Protected Health Information was disclosed and if known, the address of the third party;
- iii. A brief description of the disclosed information; and
- iv. A brief description of the purpose and basis for disclosure.

Business Associate shall maintain a record of such information for no less than six (6) years from the date of disclosure and shall provide such information to Covered Entity within thirty (30) days of a request by Covered Entity or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with the Privacy Rule.

It is not anticipated that Business Associate will use or maintain Electronic Health Records on behalf of Covered Entity. However, to the extent that Business Associate does use or maintain any Electronic Health Records on behalf of Covered Entity, Business Associate shall maintain such records of its disclosures of Protected Health Information to third parties with respect to such Electronic Health Records as necessary for Covered Entity to comply with section 13405 of Public Law 111-5 and any implementing regulations. Business Associate shall provide such records of disclosure to Covered Entity upon request or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with applicable law.

- f) Business Associate agrees to implement administrative, physical and technical safeguards and security policies and procedures and documentation standards to protect the confidentiality, integrity and availability of Protected Health Information in compliance with 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 in the same manner as such sections apply to Covered Entity.
- g) Business Associate agrees to report any Security Incident to the Corporate Compliance Department of Covered Entity. Business Associate shall make such report promptly in writing but in no case more than thirty (30) business days after Business Associate learns of a Security Incident. Such report shall include the following:
  - 1. A description of what happened, including the date of the Security Incident and the date of discovery of the Security Incident;
  - 2. A description of the types of Protected Health Information that were involved in the Security Incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved) and whether any such information was Unsecured Protected Health Information;
  - 3. Identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified or destroyed during such Security Incident;

4. Business Associate's assessment of whether the Security Incident constitutes a Breach, including Business Associate's reasons for concluding that the Security Incident is, or is not, a Breach. This assessment should address, at minimum, information as to the likelihood of reidentification of the information, the person(s) who acquired the information, whether the PHI was actually acquired or viewed, and the extent to which the risk has been mitigated;
  5. Such other information as Covered Entity may request.
- h) Business Associate agrees to cooperate fully with Covered Entity in investigating any Security Incident and implementing such measures to mitigate any harmful or potentially harmful effects of such Security Incident, as deemed appropriate by Covered Entity in its sole and absolute discretion, including, but not limited to, notifying affected individuals, appropriate authorities and media of the Security Incident, regardless of whether the Security Incident constitutes a Breach and regardless of whether notification is Required by Law, and providing affected individuals with services to protect themselves against identity theft.
  - i) Until such time as the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Privacy Rule and such guidance becomes effective, Business Associate agrees to limit the use, disclosure or request for Protected Health Information, to the extent practicable, to the Limited Data Set or, if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accordance with 45 CFR § 164.502(b). On and after the effective date of guidance first issued by the Secretary on what constitutes "minimum necessary," Business Associate shall limit the use, disclosure or request for Protected Health Information to the minimum necessary in accordance with such guidance. In the case of the disclosure of Protected Health Information by Business Associate, Business Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure, consistent with performance of the services for which Business Associate has been retained by Covered Entity and any directives or guidelines Covered Entity may specify.
  - j) Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any Protected Health Information; *provided, however,* that this provision shall not prohibit Business Associate from (a) accepting remuneration from Covered Entity in consideration for the services performed by Business Associate for Covered Entity or (b) charging individuals a reasonable, cost-based fee approved by Covered Entity for providing a Copy of Protected Health Information pursuant to Section 3(e)(1) of this Agreement.
  - k) If and to the extent that Business Associate conducts any transaction subject the Standard Transactions Rule for or on behalf of Covered Entity, Business Associate shall comply, and shall require any agent or subcontractor conducting such transaction to comply, with each applicable requirement of the Standard Transactions Rule in the same manner as such requirement applies to Covered

Entity. Business Associate shall not enter into, or permit its agents or subcontractors to enter into, any agreement in connection with the conduct of any transaction for or on behalf of Covered Entity that:

1. changes any definition, data condition, or use of a data element or segment as described in the Standard Transactions Rule (45 CFR § 162.915(a));
  2. adds any data elements or segments to the maximum defined data set as described in the Standard Transactions Rule (45 CFR § 162.915(b));
  3. uses any code or data elements that are either marked “not used” in the Standard Transactions Rule’s implementation specifications or are not in the Standard Transaction Rule’s implementation specifications (45 CFR § 162.915 (c)); and
  4. changes the meaning or intent of any of the Standard Transactions Rule’s implementation specifications (45 CFR § 162.915(d)).
- l) To the extent required by law, Business Associate shall defend, indemnify and hold harmless Covered Entity from and against any penalties, attorneys’ fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) to which Covered Entity may become subject insofar as such penalties, attorneys’ fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any Security Incident, breach of this Agreement or any unauthorized use or disclosure of Protected Health Information by Business Associate and/or agents or subcontractors acting or accessing PHI on behalf of Business Associate.
- m) Business Associate agrees to execute an appropriate Business Associate Agreement with any agent, subcontractor, or other such party accessing Protected Health Information on behalf of Business Associate.

#### **4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform any written agreement for services between Covered Entity and Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- b) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to the extent necessary for Business Associate’s proper management and administration, or to carry out Business Associate’s legal responsibilities if:
1. The disclosure is Required by Law; or
  2. Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate

shall disclose such Protected Health Information that such person or organization shall:

- i. hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law; and
  - ii. notify Business Associate, who shall in turn promptly notify the Corporate Compliance Department of the Covered Entity, of any instance which the person or organization becomes aware of in which the confidentiality of such Protected Health Information was breached.
- c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

## **5. OBLIGATIONS OF COVERED ENTITY**

- a) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- b) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information requested by an individual to which Covered Entity has agreed in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

## **6. TERM AND TERMINATION**

- a) *Term.* This Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible or permitted by law to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.

b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach and terminate this Agreement and any service agreement between the parties if Business Associate does not cure the breach within such reasonable time period specified by Covered Entity (not less than thirty (30) days) after Covered Entity notifies Business Associate in writing of the breach; or
2. Immediately terminate this Agreement and any service agreement between the parties if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Covered Entity's remedies under this Section shall be cumulative and the exercise of any remedy shall not preclude the exercise of any other. Before exercising any of these options, Covered Entity shall provide reasonable written notice to Business Associate describing the violation and the action it intends to take.

c) *Effect of Termination.*

1. Except as provided in paragraph 2 herein below, upon termination of this Agreement for any reason, upon direction of Covered Entity, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of agents or subcontractors of Business Associate. Business Associate shall retain no copies of Protected Health Information, unless Required by Law.
2. In the event Business Associate reasonably determines that returning or destroying Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible and shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

## **7. MISCELLANEOUS**

- a) *Regulatory References.* All references to the HIPAA Rules codified in 45 CFR shall mean the referenced sections as in effect or as amended by the HITECH Act and as may be further amended by law or regulation.
- b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with

the requirements of the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, and any other applicable law.

- c) *HITECH Act Compliance.* The parties acknowledge that the HITECH Act includes several provisions impacting the health care industry, including significant changes to the HIPAA Rules. The Privacy Subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under the HIPAA Rules and many of these changes will be clarified in forthcoming regulations. Each party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder and agree to take such action to modify this Amendment as reasonably necessary to comply with the HITECH Act and its implementing regulations, guidance, and interpretations as they become effective.
- d) *Audit.* Covered Entity may, at any time upon reasonable prior notice, examine the use, disclosure and maintenance of Protected Health Information by Business Associate and Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors, including the safeguards employed to protect the confidentiality of Protected Health Information. Business Associate shall cooperate fully in any such examination and shall require Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors to cooperate fully.
- e) *Ownership of Information.* As between Covered Entity and Business Associate, Covered Entity shall retain all right, title and interest in and to all Protected Health Information. Subject to the terms and conditions of this Agreement, Covered Entity grants Business Associate a limited, non-exclusive and non-transferable license to use Protected Health Information as necessary to perform the services specified in the written agreement(s) for services between Covered Entity and Business Associate.
- f) *Expenses.* Business Associate's compliance with this Agreement, including without limitation, providing access to Protected Health Information; accounting for disclosures of Protected Health Information; correction or amendment of Protected Health Information; cooperation with the implementation of mitigating measures deemed appropriate by Covered Entity following a Security Incident; the return or destruction of Protected Health Information; and cooperation with any examination of the use, disclosure or maintenance of Protected Health Information by Business Associate, shall be at Business Associate's sole expense.
- g) *Irreparable Harm.* Business Associate acknowledges and agrees that any use, disclosure or maintenance of any Protected Health Information in a manner inconsistent with this Agreement may give rise to irreparable injury to Covered Entity for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Covered Entity shall be entitled to equitable or injunctive relief against the



unauthorized use or disclosure of Protected Health Information or failure to maintain the security of Protected Health Information as required by this Agreement.

- h) *Severability.* To the greatest extent possible, each provision under this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement is found to be invalid, it shall be to that extent deemed omitted, and the balance of the Agreement shall remain enforceable.
- i) *Survival.* The rights and obligations of the parties under Section 3(l) and Section 6(c) (“Effect of Termination”) of this Agreement shall survive the termination of this Agreement.
- j) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, the HITECH Act and any other applicable law.
- k) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- l) *No Agency Relationship.* Nothing express or implied in this Agreement is intended to establish, nor shall anything establish, an agency relationship between the Covered Entity and Business Associate, and their respective successors or assigns.
- m) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties relating to the use and disclosure of Protected Health Information. There are no understandings or agreements relating to the use and disclosure of Protected Health Information which are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless executed in writing by the party to whom such change, waiver or discharge is sought to be enforced.

[SIGNATURE PAGE FOLLOWS]

**AGREED:**

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

**CITY OF MIDWEST CITY**

**AMERICAN FIDELITY  
ADMINISTRATIVE SERVICES, LLC**

Address:

Address:

P.O. Box 25523  
Oklahoma City, OK 73114

100 N Midwest Blvd  
Midwest City, OK 73110

---

Name: Mary Nash  
Title: Chief Operations Officer  
Date: \_\_\_\_\_

---

Name:  
Title:  
Date: \_\_\_\_\_

**STATEMENT OF WORK**  
**TO THE MASTER CONSULTING SERVICES AGREEMENT (the “MASTER AGREEMENT”) BETWEEN CITY OF MIDWEST CITY (“CLIENT” or “you” or “your”) AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (“CONSULTANT” or “we” or “us” or “our”)**

**PROJECT:** Patient Protection and Affordable Care Act (“ACA”) Compliance: Time and Eligibility Tracking (“Tracking Service”) and Employer Reporting (“Reporting Service”; the Tracking Service and Reporting Service may be referred to individually as a “Service” or together as the “Services”)

**A. TERMS AND CONDITIONS.** This statement of work (“SOW”) shall be effective as of the \_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”). This SOW is subject to the terms and conditions of the Master Agreement.

**B. SERVICE DATES.** This SOW will begin on the Effective Date and will continue for a period of twelve (12) months. This SOW may renew upon agreement of the parties for additional 12-month periods. If Client does not renew this SOW, but continues submitting Data (as defined herein), Client understands that Client will be responsible for payment of all Fees (as defined herein) related to processing of submitted Data.

**C. SERVICES AND DELIVERABLES.**

1. **TIME AND ELIGIBILITY TRACKING.** Consultant shall provide Client with access to the Tracking Service, which includes access to use certain computer programming for the purpose of tracking, monitoring and reporting hours worked by Client’s current and former employees. Such tracking shall assist Client in determining which of its employees is eligible for health coverage and when such employee became eligible.

2. **ACA REPORTING.** Consultant shall provide Client with access to the Reporting Service to facilitate Client’s creation of the 1094-C and 1095-C Forms (collectively, the “Forms”), which satisfy certain reporting requirements of Client to the Internal Revenue Service (“IRS”) and certain disclosure requirements to Client’s employees as required under Sections 6055 and 6056 of the Internal Revenue Code of 1986, as amended (the “Code”). Services provided early in the subsequent calendar year to assist with generating and filing the Forms for an earlier Applicable Reporting Year will be considered part of the Service for the earlier Applicable Reporting Year. As used herein, an “Applicable Reporting Year” means a single calendar year for which the Client is required to generate the Forms.

3. **CONSULTANT SERVICE.** Consultant shall provide consultation with Client to help Client understand the application and rules of Section 4980H of the Code, which is referred to as the Employer Mandate Penalty, and Sections 6055 and 6056 of the Code, and then gather the information needed to implement the Services.

**D. RESTRICTIONS AND RESPONSIBILITIES CONCERNING THE SERVICES.**

1. Client acknowledges and agrees that it retains all responsibility to submit required information to the IRS and to provide disclosure documentation to its employees.

2. Client acknowledges and agrees that Client is solely responsible for timely submission,

accuracy, and completeness of all Data required to be input into the applicable Service.

- a. “Data” for purposes of this SOW is defined as demographic data (for employees, former employees, and covered family members subject to reporting under Code Sections 6055 and 6056), plan data, enrollment data, hours of service (records of hours worked and hours for which payment is made or due) data, and health plan coverage data. Consultant has no responsibility or obligation to determine if Data is accurate or complete.
  - b. “Timely Submission” shall mean submitting ongoing Data at least monthly as described in the following section.
  - c. Client shall provide the necessary information required for the Services and shall provide such information on a monthly basis. Client’s failure to upload Data monthly may jeopardize satisfaction of Client’s reporting obligation to the IRS.
3. Client shall identify in writing the person or persons who will be authorized to access the Services on Client’s behalf (the “Authorized Users”). Client shall ensure that only Authorized Users receive access codes; Client shall also provide Authorized Users with procedures for use established by Consultant. Client agrees that Client is solely responsible for access to Client’s Data in violation of such procedures and Consultant shall have no responsibility, obligation or liability for any unauthorized access to the Client’s Data resulting from a failure to follow Consultant’s procedures.
  4. As part of the Services, Consultant shall grant Client a limited, personal, non-exclusive, non-transferable and non-assignable license to use the Tracking Service and related documentation (the “Documentation”). The license granted under this SOW is limited to the terms and purpose set forth herein and may be revoked by Consultant for Client’s failure to comply with the provisions of this SOW. Client may not (a) sell, license, reproduce or otherwise transfer or allow the transfer of the Tracking Service, or any backup copy, to third parties; (b) use the Tracking Service in any manner inconsistent with the rights granted herein; (c) modify or create derivative works of the Tracking Service; or (d) decompile, reverse engineer, disassemble, analyze, modify, adapt, convert, or create derivative works from the Tracking Service. These restrictions shall survive the termination of this SOW.

#### **E. FEES AND EXPENSES.**

1. **INITIAL FEE.** To initiate the Services, Client agrees to pay an initial setup fee in the amount of \$2,450.00 (the “Initial Fee”), which is due and payable upon execution of this SOW. The Initial Fee is based on Services for one (1) Federal Tax Identification Number (TIN) or Employer Identification Number (EIN). Additional Tax Identification Numbers or Employer Identification Numbers will require an additional fee, unless the employer is treated as an aggregated employer under the ACA, in which case a reduced initial fee will apply for the other EINs in the group.
2. **TRACKING FEES.** Upon the execution of this SOW, Client shall pay \$ 7,200.00 for the initial measurement period for the Tracking Service that has already lapsed, if any. Client shall pay the following monthly fee in arrears for the Tracking Service, which shall be based on the number of active employees reported by Client as of the date hereof and the

number of W-2 forms sent the previous calendar year (in no event less than \$250): \$700.00. If the number of employees uploaded into the Software in Client's first month varies by more than 5% from the number used to calculate the monthly fee, Consultant reserves the right to adjust the monthly fee; no other adjustments to the fee shall be made for the remainder of the annual term. The monthly fee shall be assessed at the beginning of each Renewal Term and shall be determined as described above. Tracking fees shall be invoiced on or about the 15th day of each month.

3. **REPORTING FEES.** Client shall pay an annual fee of \$995.00 for the Reporting Service ("Annual Fee"), plus \$3.95 per employee for whom a Form is generated ("Per-Employee Fee"), with a minimum requirement of 250 Forms. The Annual Fee is due upon execution of this SOW. Half of the total expected Per-Employee Fee shall be due in August of the Applicable Reporting Year, with the balance billed at the beginning of the next calendar year. The Annual Fee assumes that Client has (1) Federal Tax Identification Number or Employer Identification Number (EIN) for the Reporting Service. Additional Federal Tax Identification Numbers or Employer Identification Numbers than one (1) may require additional fees.
4. **FEE INCREASES.** Consultant reserves the right to amend the fees described in this SOW by providing written notice to the Client; however, no such amendment shall be made during the Client's first year using the Services. If fees will change in later years, Consultant will provide at least 60 days' written notice of any fee changes.
5. In the event that Client executes this SOW but terminates the Services prior to the initial upload of Data as described in Section D(2)(b)(i) hereof, Client shall pay Consultant its hourly rate for time spent on Client's behalf prior to Client's termination.

## **F. COPYRIGHT AND PROPRIETARY INFORMATION**

1. Consultant reserves all intellectual property rights with respect to the Services, Program, and Documentation and any copies of same under all applicable national and international laws and treaties for the protection of intellectual property rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to Client in this SOW are retained by Consultant.
2. Immediately upon becoming aware of any unauthorized use, copying, reproduction or disclosure of the Services or Documentation, Client shall notify Consultant in writing.

## **G. LIMITED WARRANTY/DISCLAIMERS**

1. Subject to the limitation of liability provisions contained in the Master Agreement and as set forth in this SOW, Consultant warrants that it has sufficient rights to grant Client the rights to access the Services pursuant to this SOW. No warranty is made that the Services will be uninterrupted or error-free. Client is solely responsible for all Data input. Consultant expressly disclaims any and all liability resulting from inadequate, incomplete or improper Data input. This warranty is limited to the term of this SOW.
2. **THE PRECEDING WARRANTY IS THE ONLY WARRANTY RELATED TO THE SERVICES, DOCUMENTATION AND SUPPORT SERVICES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF**

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

3. If an implied warranty or condition is created by Client's jurisdiction and federal or state law prohibits disclaimer of it, Client may also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts; so, the above limitation may not apply to you. This limited warranty gives Client specific legal rights. Client may have other rights, which vary from jurisdiction to jurisdiction.
4. Client understands and acknowledges that Client is solely responsible, among other things, for: (a) all uses of the Services using user names or passwords assigned to you; (b) provision of or input of Data into the Services or Program; (c) confirmation of the accuracy of the Data input into and received from the Services; and (d) compliance with all applicable laws associated with the use of the Data.

#### **H. LIMITATION OF LIABILITIES**

1. SUBJECT TO THE LIMITATION OF LIABILITY AND OTHER TERMS CONTAINED IN THE MASTER AGREEMENT, CONSULTANT'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY OR FOR ANY OTHER BREACH OF THIS AGREEMENT OR FOR ANY OTHER LIABILITY RELATING TO THE SERVICES SHALL BE LIMITED TO EITHER (A) CORRECTION OF ERRORS IN THE OPERATION OF THE SERVICES OR (B) REFUND OF FEES. CLIENT WILL RECEIVE ONE OF THE TWO REMEDIES, SELECTED BY CONSULTANT IN ITS SOLE DISCRETION, WITHOUT CHARGE.
2. IN NO EVENT WILL CONSULTANT OR ANY OF ITS AFFILIATES HAVE ANY OBLIGATION OR LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, ARISING FROM OR RELATED TO THE SERVICES OR THE DOCUMENTATION, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. CONSULTANT'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT EXCEPT FOR CASES OF NEGLIGENCE AND MISCONDUCT.

[EXECUTION PAGE FOLLOWS]

AGREED BY:

**CITY OF MIDWEST CITY**

\_\_\_\_\_  
Name:  
Title:  
Date:\_\_\_\_\_

Notice Address:  
100 N Midwest Blvd  
Midwest City, OK 73110

**AMERICAN FIDELITY  
ADMINISTRATIVE SERVICES, LLC**

\_\_\_\_\_  
Name: Mary Nash  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

Notice Address:  
American Fidelity  
Administrative Services, LLC  
Attn: Manager  
9000 Cameron Parkway  
Oklahoma City, OK 73114

AND

American Fidelity Assurance Company  
Attn: Law Department  
P.O. Box 25523  
Oklahoma City, OK 73125

American Fidelity Administrative Services,  
 LLC  
 9000 Cameron Parkway  
 Oklahoma City, OK 73114

# Estimate

Date	Estimate #
11/27/2019	151

Name / Address
City of Midwest City 100 N Midwest Blvd Midwest City, OK 73110

Project

Item	Description	Qty	Rate	Total
Employer Reporting - Setup Fee	One Time Only Setup Fee	1	2,450.00	2,450.00
Employer Reporting - Annual Fee	2020 Reporting Year - Annual Fee	1	995.00	995.00
Employer Reporting Svc.-Final	Employer Reporting Fees for mailing IRS 1094/1095 Forms for the 2020 Reporting Year (250 Minimum)	700	3.95	2,765.00
Time & Eligibility Svc. (\$1.00)	Time & Eligibility Monthly Fee-  *Tracking 03/01/2019 - 02/28/2020 (2020 Reporting Year)  600 Employees x 12 month = 7,200	7,200	1.00	7,200.00
Time & Eligibility Svc. (\$1.00)	Time & Eligibility Monthly Fee-  *Tracking 03/01/2020 - 12/31/2020  600 Employees x 10 months = 6,000 (2020 Reporting Year)	6,000	1.00	6,000.00
	Total sales tax calculated by AvaTax		0.00	0.00
	Select this as a transaction's tax to use AvaTax		0.00%	0.00
<b>Total</b>				\$19,410.00





**City Manager**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: January 14, 2020

SUBJECT: Discussion and consideration of approving a resolution dedication the 2020 Veterans Day Parade to all Vietnam Veterans.

---

Per the Mayor's request, we have submitted this resolution dedicating the 2020 Veterans Day Parade to all Vietnam Veterans.

*Tim L. Lyon*

---

Tim Lyon, City Manager

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION PROCLAIMING THAT THE MIDWEST CITY VETERANS DAY PARADE 2020 BE DEDICATED TO ALL VIETNAM VETERANS PROVIDING THEM A LONG OVERDUE WELCOME HOME.**

WHEREAS, the City of Midwest City was established as a support community to the U.S. Military and,

WHEREAS, the City of Midwest City recognizes the importance of those who have served our nation and,

WHEREAS 500,000 troops served in Vietnam and surrounding countries and 58,000 gave their lives in sacrifice to their country and,

WHEREAS the City of Midwest City recognizes the fact the Veterans of the Vietnam War were not welcomed home in a manner that was commensurate to their sacrifice and,

WHEREAS, the City of Midwest City will dedicate the Midwest City Veterans Day Parade to those who served in Vietnam and surrounding countries and,

WHEREAS, the City of Midwest City will ask that all citizens of this community come together and offer those deserving Vietnam Veterans in Oklahoma their WELCOME HOME and,

WHEREAS the City of Midwest City will dedicate the 2020 Veterans Day Parade to the proud Americans who served during the Vietnam Conflict.

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma this \_\_\_\_ day of January 2020.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

ATTEST:

\_\_\_\_\_  
SARA HANCOCK, City Clerk

APPROVED as to form and legality this \_\_\_\_ day of January 2020.

\_\_\_\_\_  
HEATHER POOLE, City Attorney



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION  
Brandon Bundy, P.E., City Engineer  
CURRENT PLANNING DIVISION  
Kelly Gilles, Manager  
COMPREHENSIVE PLANNER  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., City Engineer

DATE : January 14<sup>th</sup>, 2020

SUBJECT : Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055190732 from the State Department of Environmental Quality for the Polyfilms Water Line Extension, 1910 N Sooner Road, Midwest City, Oklahoma.

---

Permit No. WL000055190732 is for the construction of 5 L.F. of six inch (6") and 475 L.F. of eight inch (8") water line to serve the Polyfilms Water Line Extension, 1910 N Sooner Road, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

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

---

Brandon Bundy, P.E.,  
City Engineer

Attachment



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT  
Governor

December 10, 2019

J. Guy Henson, City Manager  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110

Re: Permit No.: WL000055190732  
Polyfilms  
Water Line Extension Project  
PWSID No.: 1020806

Dear Mr. Henson:

Enclosed is Permit No.: WL000055190732 for the construction of approximately 5 L. F. of six (6) inch and 475 L. F. of eight (8) inch water line and appurtenances to serve the The City of Midwest City Polyfilms Water Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on December 10, 2019. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert B. Walker", is written over a horizontal line.

Robert B. Walker  
Construction Permit Section  
Water Quality Division

RBW/RC/ag

Enclosure

c: Oklahoma City DEQ Office  
Travis Mensik, Regional Manager, DEQ  
Marc Long, P. E., Smith Roberts Baldishwiler, LLC





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT  
Governor

**PERMIT NO.: WL000055190732**

**WATER LINES**

**PWSID NO.: 1020806**

**PERMIT TO CONSTRUCT**

December 10, 2019

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 5 L. F. of six (6) inch and 475 L. F. of eight (8) inch water lines and appurtenances to serve the The City of Midwest City Polyfilms Water Line Extension Project, located in part of NW-1/4, of Section 28, T-12-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on December 10, 2019.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) Based on review of the submitted limited hydraulic analysis information, this water line design is deemed adequate to provide the 2015 International Fire Code (IFC) Appendix B, Table B105.1(2) minimum fire flow of 2,250-gpm for the proposed commercial building with International Building Code (IBC) classification of I-B and surface area of approximately 40,000-sf.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT  
Governor

PERMIT NO.: WL000055190732

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division





CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION  
Brandon Bundy, P.E., City Engineer  
CURRENT PLANNING DIVISION  
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COMPREHENSIVE PLANNER  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., City Engineer

DATE : January 14<sup>th</sup>, 2020

SUBJECT : Discussion and consideration of entering into and approving an Agreement for Professional Services with Cedar Creek Consultants, Inc. in the amount of \$42,500.00 to provide Civil and Survey Services to reconstruct Key Boulevard and small portions of E Douglas Drive and N Marshall Drive.

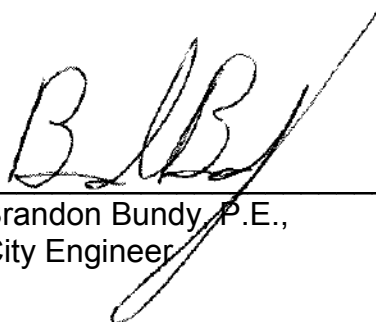
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The City has negotiated with Cedar Creek Consultants, Inc. in regards to preparing plans to reconstruct Key Boulevard from Showalter Drive to Douglas Drive, Douglas Drive from Key Boulevard to N Marshall Drive, and N Marshall Drive from Douglas Drive to the northern boundary of Town Center (See map).

This project was supported by the Original Mile Revitalization Committee which met December 18<sup>th</sup>, 2019. See draft minutes from that meeting in the "Further Information" of this packet.

This contract will be funded using available CDBG Funds

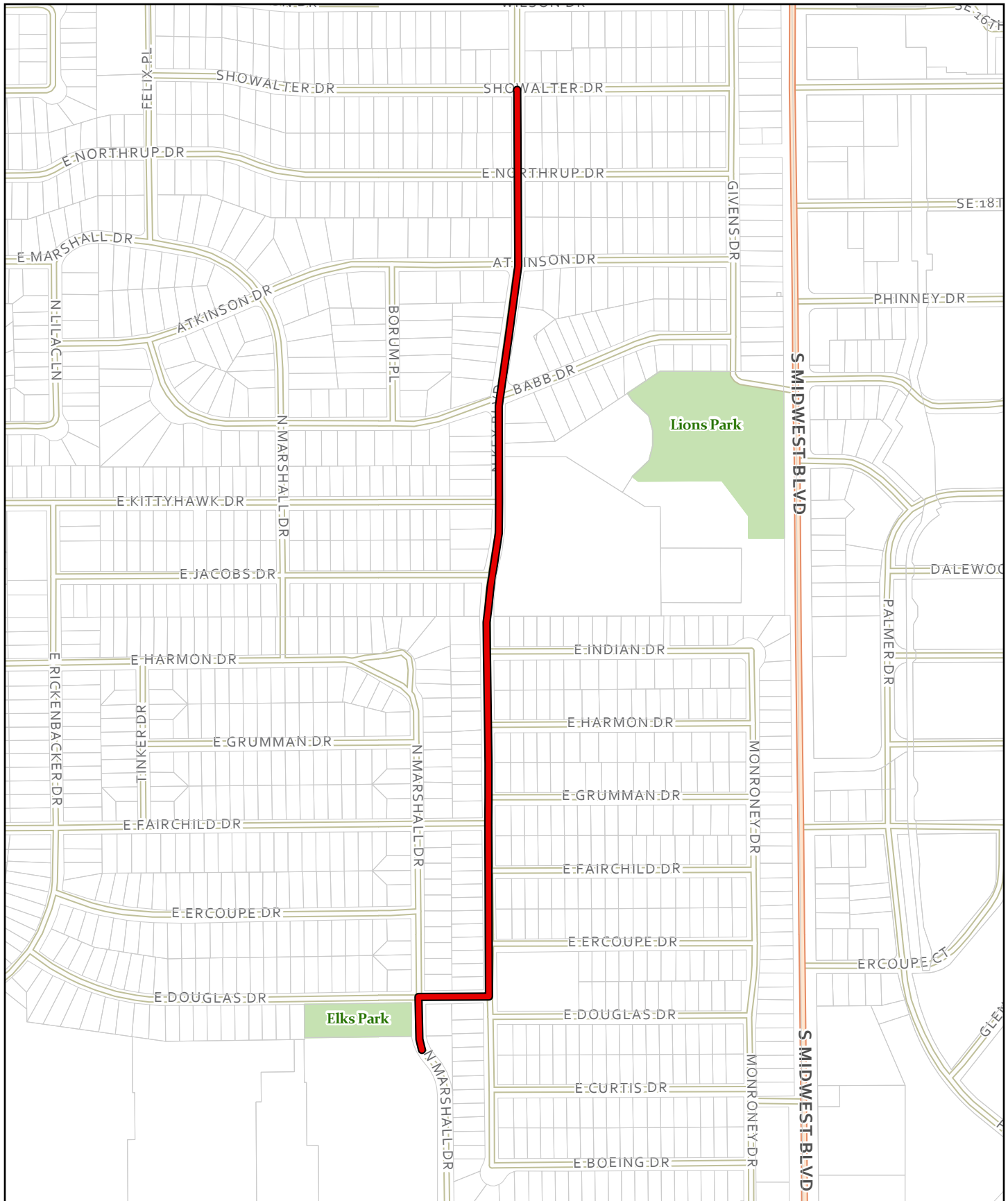
I am available for any additional questions.



---

Brandon Bundy, P.E.,  
City Engineer

Attachment



1 in = 500 ft  
when printed actual size  
on 8-1/2"x11" paper

**DISCLAIMER**

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 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.





**CEDAR  
CREEK**

Brandon Bundy, PE  
Community Development City Engineer  
Community Development Department  
City of Midwest City, OK  
100 N Midwest Blvd. 73110  
405-739-1213

December 16, 2019

**RE: Proposal to Provide Civil and Survey Services along Key Blvd from Showalter to Douglas, Douglas from Key to Marshall, and Marshall from Douglas to the north end of Town Center.**

Dear Mr. Bundy:

As requested Cedar Creek Consultants, Inc., here after known as CCC, provides the following proposal for review and consideration by City of Midwest City, (Client). This proposal is comprised of the following sections:

1. Project Criteria
2. Project Prerequisites
3. Defined Scope of Services
4. Specific Exclusions from Defined Scope of Services
5. Fees and Reimbursable Expenses
6. General Terms and Conditions

**1. PROJECT CRITERIA:**

The Project is comprised of the coordination of civil design bid documents and Engineer's Estimate.

**2. PROJECT PREREQUISITIES:**

This proposal assumes that Client will furnish the following information with respect to the Project:

- A. Subdivision/Architectural Design Criteria
- B. Geotechnical Investigation with Pavement Recommendations
- C. Environmental Site Assessment (if necessary)

**3. DEFINED SCOPE OF SERVICES**

See Attached Exhibit A hereto. Each Task will be completed in accordance with a schedule approved by Client. Tasks are sometimes herein referred to as "Services".

4. SPECIFIC EXCLUSIONS FROM DEFINED SCOPE OF SERVICES:

- A. All real estate activities are the responsibility of Client.
- B. The specifications for or remediation of environmental concerns affecting the proposed site and the removal of and discovered hazardous materials in accordance with applicable local, state, and federal regulations are not part of the Defined Scope of Services.
- C. Building Elevations for city or neighborhood approval process.
- D. Preparation for and attendance at public hearings and/or dispute resolution proceedings.
- E. Building design services, including architectural, structural, mechanical, electrical, plumbing and fire protection engineering services.
- F. Record Drawings, as modified by the contractor in the field.

5. FEES AND REIMBURSABLE EXPENSES:

A. Fixed Fee for Defined Scope of Services:

A Fixed Fee amount of **\$42,500** for services as outlined in Exhibit "A". The Fixed Fees noted herein accounts for labor, overhead, and profit.

B. Additional Site visits: The fee for required or requested site visits in excess of those provided for in the Defined Scope of Services will be billed on an hourly basis at the rates set forth in the attached General Terms and Conditions, plus Reimbursable Expenses.

C. Reimbursable Expenses: Reimbursable expenses are in addition to the fees outlined above and will be invoiced at a multiple of 1.15 times the expense incurred. Reimbursable expenses include travel, mileage, lodging, printing, and shipping.

D. Payment Terms:

- 1) Invoicing will be monthly on percentage of work complete and payment is due thirty (30) days from presentation of invoice.
- 2) Invoices not paid when due will bear interest from the due date at the rate of 18% per annum.

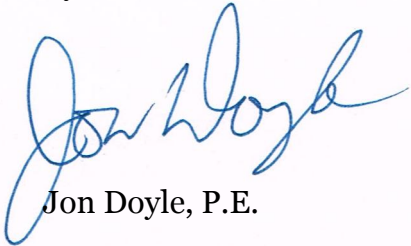
6. GENERAL TERMS AND CONDITIONS:

The attached General Terms and Conditions are part of this proposal, as well as Exhibit "A" & "B".

This proposal supersedes all prior proposals and/or agreements between the parties, whether oral or in writing. If the foregoing is satisfactory, please print, date and sign this document in the space provided below and email back to me at [jdoyle@cedarcreekinc.com](mailto:jdoyle@cedarcreekinc.com). Receipt of this document with signature will constitute a formal contract between noted parties.

Sincerely,

By: CEDAR CREEK CONSULTANTS, INC.,

A handwritten signature in blue ink, appearing to read "Jon Doyle", is written over a light pink rectangular background.

Jon Doyle, P.E.

Via (e-mail)

By: \_\_\_\_\_

City of Midwest City, OK  
100 N Midwest Blvd. 73110  
405-739-1213

\_\_\_\_\_ Date

## **GENERAL TERMS AND CONDITIONS**

1. **MANNER OF PROVIDING SERVICES:** CCC shall provide all Services set forth in the Proposal:
  - A. In accordance with professional standards of practice applicable to such Services prevailing in the jurisdiction of the Project site.
  - B. In accordance with applicable laws, building codes, ordinances, rules and other regulations, including but not limited to those affecting the health, welfare, and safety of the public, duly promulgated by state and local governmental authorities having jurisdiction over the Project.
  - C. As expeditiously as is consistent with professional skill and care.
  
2. **LIMITATIONS:** The obligations of CCC to provide the Services set forth in the Proposal, and the responsibility of CCC for any such Services so provided shall be subject to the following limitations, conditions, qualifications, and exclusions:
  - A. Any construction cost estimates, budget evaluations, research and any other estimates or evaluations provided by CCC to the Client shall constitute only CCC's best judgment with respect to the subject thereof. CCC disclaims any warranties or representations that actual costs, budgets, etc. will be within or equal to the estimates or evaluations.
  - B. In any review by CCC of product data, samples, shop drawings, or other information submitted by the Client's contractors, CCC shall have no obligation to determine the accuracy, adequacy or completeness of construction details, construction methods, safety precaution or performance criteria. CCC's approval of any such submittals shall not constitute a determination of any such items. Such approval shall be an indicator by CCC of its belief that the Client's contractors understand the design concept of CCC's Construction Documents and have prepared all product data, samples, shop drawings, or other information in conformance with that design concept.
  - C. CCC shall be entitled to rely upon the accuracy and completeness of all reports, surveys, and information provided by the Client pursuant to this Proposal.
  - D. The Client shall bear all risk of the presence of any hazardous or toxic materials at or near the Project.
  - E. If the Project is permitted for construction based on construction documents supplied by CCC, the Client shall cause the Project to be constructed in accordance with those construction documents.
  - F. CCC shall not have control over or charge of and shall not be responsible for any Project construction means, methods, techniques, sequences, procedures, or safety.
  - G. CCC shall not be responsible for the compliance with the requirements of applicable codes, ordinances or laws by the Project construction contractor or by vendors for the Project.

3. **ADDITIONAL SERVICES:** Additions or changes to the Defined Scope of Services, the Design Criteria, or other changes or delays which impact the Defined Scope of Services may result in additional services, the fees for which shall be set by mutual agreement at the time such additions or changes are requested, or, absent such agreement, at the following hourly rates:

Project Engineer	\$100.00
Project Designer	\$ 75.00
Administrative Staff	\$ 50.00

4. **CONFIDENTIALITY:** CCC shall maintain the confidentiality of the location of potential and selected sites for the Project, together with any other information supplied to CCC by the Client and designated by the Client as confidential, except:

- A. When such confidential information becomes generally known to the public through no fault of CCC; or
- B. To comply with the order of a court of competent jurisdiction.

5. **INSURANCE:** Upon 10 days of execution of contract

6. **OWNERSHIP AND USE OF DOCUMENTS:** All drawings, specifications or other documents deliverable to the Client by CCC or its Consultants pursuant to this Proposal (“the Documents”), whether in electronic or non-electronic format, shall be the property of the Client, subject however, to the following:

- A. All technology, skill, processes, knowledge, and computer software developed or acquired by CCC or its Consultants to manipulate the data which comprises the Documents shall be the property of CCC or, as applicable, its Consultants.
- B. The client may modify CCC’s work without the consent or additional compensations to CCC; but in such event:
  - 1) The Client shall indemnify and hold CCC and, if applicable, its Consultants, harmless from all claims or liability which results from such reuse, including all costs and attorney’s fees; and
  - 2) The Client shall remove any reference to CCC or its Consultant’s name and/or logo on the documents.

**EXHIBIT “A”**  
**Key Blvd - Showalter to Douglas; Douglas – Key to Marshall; Marshall – Douglas to north end of Town Center**

CONTRACT INCLUDES THE FOLLOWING:

1. Updating Topographic Survey for design (by others) (\$3,000)
2. Civil Design Bid documents (does not include paving profiles) (\$39,500)

Total Fee (\$42,500)

CONTRACT DOES NOT INCLUDE THE FOLLOWING:

1. Platting/Lot Splits
2. Landscape/Irrigation
3. As Built Drawings
4. Offsite Improvements
5. Rezoning
6. Detention Design and Permitting
7. Corps of Engineers Permits
8. FEMA map revisions/LOMRf
9. Signage exhibits/details/specifications/revocable permits
10. Sub consultant fees (including but not limited to Geotechnical, ESA, Traffic Study/Design)
11. Permitting or filing fees
12. Reimbursable Expenses

## **EXHIBIT B**

- 1.) Prior to performing any of the services, CCC shall obtain and keep in force, at its sole expense, insurance and upon request shall provide to the Client within ten (10) business days of execution of this Agreement a copy of the certificate, binder, declarations page or other satisfactory evidence for such insurance.
- 2.) To the fullest extent permitted by law, CCC shall indemnify and hold harmless Client and its agents, employees and representatives from and against all costs, damages, fines, losses and expenses, including, but not limited to, reasonable attorneys' fees, court costs, investigation costs and all other reasonable costs and expenses arising out of, in connection with, or resulting from CCC's performance of the services under this Agreement, but only to the extent caused by the negligence or breach of contract by CCC, its employees, agents, sub-CCC's or others for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce insurance requirements or other rights or obligations of indemnity which otherwise exist as to CCC. CCC's obligations under this Section 2 shall survive the expiration or termination of this Agreement.
- 3.) The acceptance of final payment by CCC pursuant to this Agreement shall constitute a full release, discharge and waiver of all rights and claims for compensation for services that CCC may have against Client or its property under applicable common and statutory law. Upon receipt of final payment, CCC shall, upon the request of Client, execute and deliver to Client any necessary lien waiver.
- 4.) The relationship of Client and CCC is that of Client and independent CCC and no employer-employee relationship is hereby created. Neither Client nor CCC shall enjoy any of the benefits nor be subject to any of the burdens that would arise, result or proceed or project from an employer-employee relationship, but instead all the rights and duties of each party shall be limited to those provided in this Agreement for independent contractual services. CCC shall be solely responsible for the payment of all social security and unemployment taxes, wage withholding and any other requirements with respect to its employees.
- 5.) In the event of a conflict between any provisions of this Agreement and anything in the exhibits attached hereto or in any of CCC's documents, contracts, proposals, estimates or specifications, the terms and conditions of this Agreement shall prevail.
- 6.) All notices, consents, approvals, requests, demands, and other communications (collectively, "Notices(s)") which may or are required to be sent, delivered, given or obtained pursuant to the terms of this Agreement shall be in writing and shall be given either by hand delivery, by prepaid United States certified mail, or by a reputable overnight delivery service that guarantees next day delivery and provides a receipt. All notices shall be addressed to the parties at their respective addresses set forth on the first page of this Agreement, as same may be changed from time to time. Either party may, by notice in the manner provided above, change its address for all subsequent Notices. All Notices given by certified mail shall be deemed given two (2) business days after they are so mailed. All Notices given by overnight delivery or hand delivery shall be deemed given on delivery. A party's failure or refusal to accept service of a Notice will constitute delivery of the Notice.
- 7.) CCC will perform the professional services in a timely manner consistent with sound engineering practices.
- 8.) This agreement may be terminated by either party upon ten (10) days written notice. In the event of termination, CCC shall be paid for services performed to the date the Agreement is terminated.
- 9.) The law of the State of Oklahoma will govern the validity of the Agreement terms, their interpretation and performance.
- 10.) This Agreement is binding upon the parties, their heirs, successors and assigns.
- 11.) The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.

THE FOREGOING PROVISIONS ARE PART OF THE AGREEMENT BETWEEN CCC AND CLIENT.

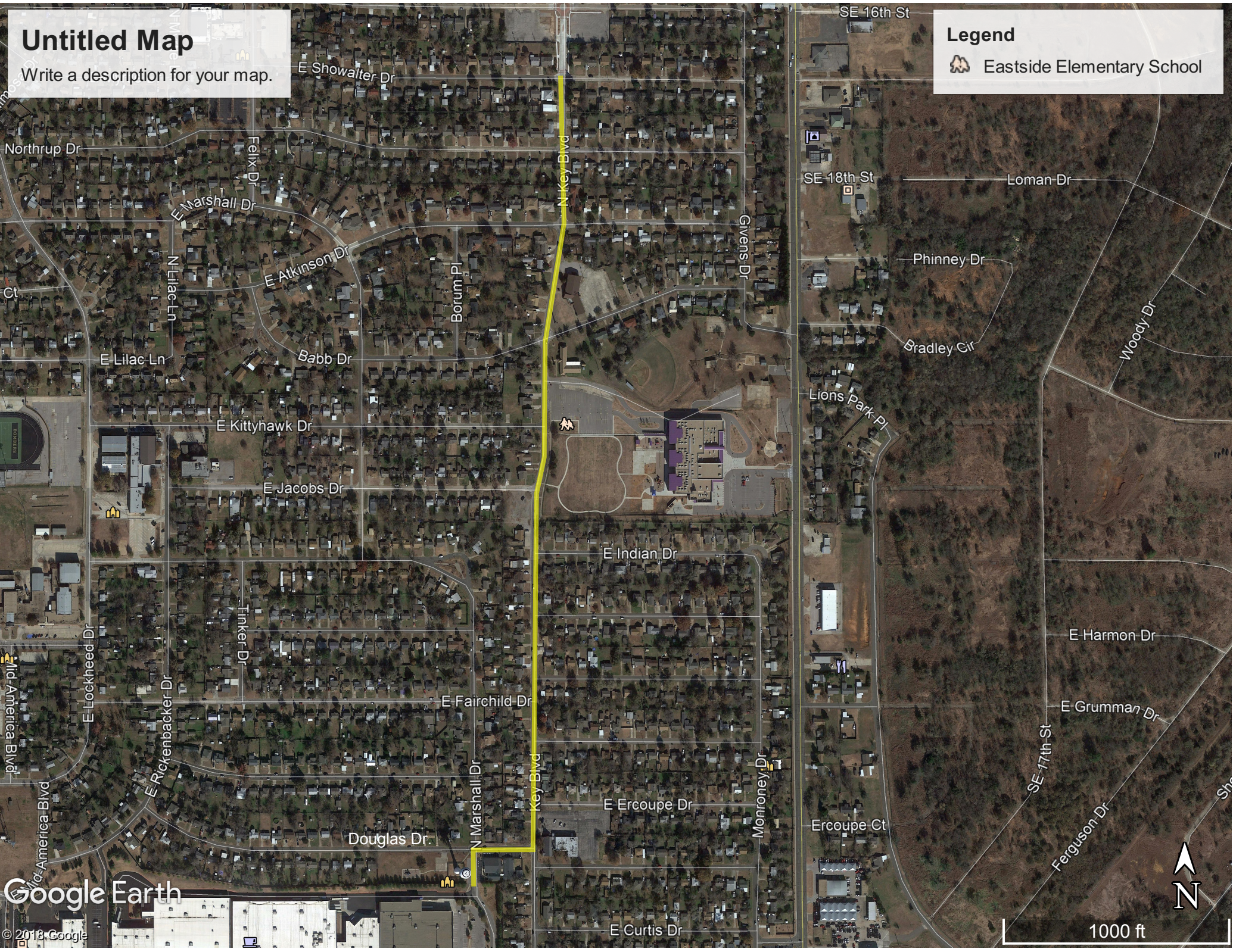
# Untitled Map

Write a description for your map.

## Legend



Eastside Elementary School



Google Earth

© 2018 Google

1000 ft





CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION  
Brandon Bundy, P.E., City Engineer  
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BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., City Engineer

DATE : January 14<sup>th</sup>, 2020

SUBJECT : Discussion and consideration of approval of change order #2 amending the funding agreement for Federal-Aid Project Number STP-155E(919)EH, State Job Number 28817(04), with the Oklahoma Department of Transportation for the construction of the Mid-America Trail, in the amount of \$16,242.63.

---

The attached change order is for the Mid-America Trail, which was completed last October. This change order is a culmination of various field changes to finish out the trail including additional sodding.

The Mid-America Trail project is funded by a mix of Federal and City funds which will be accounted for in the final project budget.

Fund balances are determined at closure of project.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "B. Bundy", is written over a horizontal line. Below the line, the text "Brandon Bundy, P.E., City Engineer" is printed.

Attachment

### Oklahoma Department of Transportation Change Order

Contract ID	190170	Primary County	OKLAHOMA	Primary PCN	28817(04)
Change Order Nbr	002	Project	STP-155E(919)EH		
Contract Description	PEDESTRIAN IMPROVEMENTS (TRAIL CONSTRUCTION) MID-AMERICA TRAIL: FROM THE INTERSECTION OF N. MIDWEST BLVD AND NE 10TH ST, EXTEND NORTHWEST IN MIDWEST CITY. PROJECT LENGTH = 0.653 MILE				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO	Status	Draft		

**General Change Order Description(s):** This change order over runs multiple existing line items due to field adjustments. Line item 005 was significantly increased in order to provide adequate stabilization in large drainage areas. Line items 008 and 009 were over run for the entire length of the project in order to provide adequate base widths for the pavement.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
---------	---------	------	-----------	------	------------	---------	------------------	-------------	-----------------	------------------

28817(04)	0005	0100	230(A) 2806	SY	\$4.00	3,440.00	3,440.00	2,493.75	5,933.75	
<b>Item Description:</b> SOLID SLAB SODDING									<b>This Change:</b>	\$9,975.00
<b>Supplemental Description 1:</b>									<b>Prev Revised:</b>	\$13,760.00
<b>Supplemental Description 2:</b>									<b>New Revised:</b>	\$23,735.00
									<b>Bid Contract:</b>	\$13,760.00
									<b>Net Change:</b>	\$9,975.00
									<b>PCT Change:</b>	72.49 %
<b>Explanations:</b>		Line item 005 was increased due to field conditions required additional soil stabilization in storm drainage areas.								

28817(04)	0008	0100	303(A) 2100	CY	\$48.00	754.00	754.00	122.72	876.72	
<b>Item Description:</b> AGGREGATE BASE TYPE A									<b>This Change:</b>	\$5,890.56
<b>Supplemental Description 1:</b>									<b>Prev Revised:</b>	\$36,192.00
<b>Supplemental Description 2:</b>									<b>New Revised:</b>	\$42,082.56
									<b>Bid Contract:</b>	\$36,192.00
									<b>Net Change:</b>	\$5,890.56
									<b>PCT Change:</b>	16.27 %
<b>Explanations:</b>		Line item 008 was increased to provide a minimum required base width for trail paving.								

28817(04)	0009	0100	310(B) 0149	SY	\$1.45	4,522.00	4,522.00	156.60	4,678.60	
<b>Item Description:</b> SUBGRADE, METHOD B									<b>This Change:</b>	\$227.07
<b>Supplemental Description 1:</b>									<b>Prev Revised:</b>	\$6,556.90
<b>Supplemental Description 2:</b>									<b>New Revised:</b>	\$6,783.97
									<b>Bid Contract:</b>	\$6,556.90
									<b>Net Change:</b>	\$227.07
									<b>PCT Change:</b>	3.46 %
<b>Explanations:</b>		Line item 009 was increased to provide a minimum required sub base width for trail paving.								

28817(04)	0024	0100	619(B) 4726	LF	\$6.00	7.00	7.00	25.00	32.00	
<b>Item Description:</b> REMOVAL OF CURB AND GUTTER									<b>This Change:</b>	\$150.00
<b>Supplemental Description 1:</b>									<b>Prev Revised:</b>	\$42.00
<b>Supplemental Description 2:</b>									<b>New Revised:</b>	\$192.00
									<b>Bid Contract:</b>	\$42.00
									<b>Net Change:</b>	\$150.00
									<b>PCT Change:</b>	357.14 %
<b>Explanations:</b>		Item 0024 was increased due to additional removals at location of curb drop inlet.								

**TOTAL VALUE FOR CHANGE ORDER 002 : \$16,242.63**

<b>Contract Time Adjustments</b>
No contract time adjustments are associated with this change order.

<b>Contract ID</b>	190170	<b>Primary County</b>	OKLAHOMA	<b>Primary PCN</b>	28817(04)
<b>Change Order Nbr</b>	002	<b>Project</b>	STP-155E(919)EH		

**Prime Contractor's Section**

As the duly authorized representative of REDLANDS CONTRACTING, LLC, contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

\_\_\_\_\_  
*Signature*    *Name (Printed)*    *Company Title*

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*    *Commission Number*

**Oklahoma Department of Transportation Section**

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by:

*P.E. Seal*

**Department Personnel**    **Approval Date**

\_\_\_\_\_  
*Signature*

<b>Contract ID</b>	190170	<b>Primary County</b>	OKLAHOMA	<b>Primary PCN</b>	28817(04)
<b>Change Order Nbr</b>	002	<b>Project</b>	STP-155E(919)EH		

**Local Government Section**

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

\_\_\_\_\_ *City/County Official*

\_\_\_\_\_ *Date Acknowledged*



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION  
Brandon Bundy, P.E., City Engineer  
CURRENT PLANNING DIVISION  
Kelly Gilles, Manager  
COMPREHENSIVE PLANNER  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., City Engineer

DATE : January 14<sup>th</sup>, 2020

SUBJECT : Discussion and consideration of rejecting the previously awarded bid for the SCIP Phase 2 – N.E. 23<sup>rd</sup> Street Trail construction project which was awarded at the regular City Council meeting, November 26<sup>th</sup>, 2019.

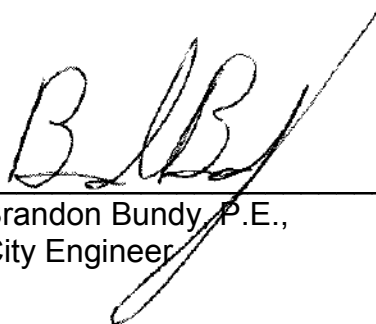
---

City Council previously awarded the SCIP Phase 2 project at the regular council meeting held on November 26<sup>th</sup>, 2019.

Per the bid specifications, the bid is rejected, if the original bidder who is awarded the contract fails to execute and provide the contract and bonds or fails to provide the required certificates of insurance and/or any other required documents.

Since that time, the contractor could not fulfill their requirements which renders their original bid void.

Staff recommends rejection.



---

Brandon Bundy, P.E.,  
City Engineer



**City of Midwest City Police Department**

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

## Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: January 14, 2020

SUBJECT: Discussion and consideration of (1) entering into a Memorandum of Understanding with the Cities of Oklahoma City, Edmond, Del City and Oklahoma County to participate with those governmental entities in the 2019 Edward Byrne Memorial Justice Assistance Grant Program Award; (2) agreeing to abide by the special conditions set forth within the grant language if approved; and (3) authorizing the Mayor and/or City Manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant.

---

Approval of the attached Memorandum of Understanding between the Cities of Oklahoma City, Del City and Oklahoma County will allow Midwest City to participate with those governmental entities in the 2019 Justice Assistance Grant (JAG) Program Award of which Midwest City will receive the amount of \$7,928.00. The proposed Memorandum of Understanding is necessary because Oklahoma City applied for and received the grant on behalf of Oklahoma County and has agreed to be the administrator of the grant. Designated use of the funds has been pre-approved to provide equipment, overtime, or salaries for law enforcement purposes. There is no matching fund requirement.

Staff recommends approval.

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

Brandon Clabes, Chief of Police

Attachment: Memorandum of Understanding

**FY 2019 CITY OF OKLAHOMA CITY  
JUSTICE ASSISTANCE GRANT (JAG)  
SUBRECIPIENT ACCEPTANCE AND  
FISCAL AGENT AGREEMENT**

**PLEASE SIGN AND RETURN BY  
January 3, 2020  
5:00 P.M.**

**to**

**Oklahoma City Police Department  
Finance Office  
700 Colcord Drive  
Oklahoma City, OK 73102  
Phone: 405/316-4025  
Fax: 405/264-2481**

**FY 2019 CITY OF OKLAHOMA CITY JUSTICE ASSISTANCE GRANT (JAG)  
SUBRECIPIENT ACCEPTANCE AND FISCAL AGENT AGREEMENT**

**AVAILABILITY OF FUNDS**

The City of Oklahoma City (also referred to herein as “Fiscal Agent” or “Prime Recipient”) and the cities of Del City, Edmond, Midwest City, and Oklahoma County (hereinafter “Subrecipients”) have signed a Memorandum of Understanding, a copy of which is incorporated herein, and therein agreed that The City of Oklahoma City, as Prime Recipient, shall also be the Fiscal Agent for the federal Justice Assistance Grant (JAG) Program.

Each Subrecipient shall submit to Fiscal Agent for approval the expenditure of funds from the allocations designated for each of the Subrecipients. Representatives of the Fiscal Agent and of the federal government, including the Department of Justice and the Comptroller General, have the right to examine records and documents related to the grant or expenditures of federal funds. No funds will be remitted to a party hereto unless and until the Fiscal Agent is satisfied that all required documentation has been properly completed by that party, that all necessary governing-body approvals have been docketed and adopted, that all public notices have been given, that acceptable documentation has been preserved and necessary documentation has been submitted, and that all local, state and federal accounting and program requirements have been satisfied. Reimbursement of expenditures by the Fiscal Agent shall not negate each Subrecipient’s individual obligation under federal law to repay the federal government for amounts that are disallowed by the federal government.

**PURPOSE**

The purpose of this grant is to prevent and control crime. Department of Justice funding for JAG Program grants is intended to assist local law enforcement, including support for hiring, to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring.

**PROHIBITION ON USE OF FUNDS**

Units of local government shall not expend funds provided under the JAG Grant to purchase, lease, rent or acquire any of the following:

- 1) tanks or armored vehicles;
- 2) fixed wing aircraft;
- 3) limousines;
- 4) real estate;
- 5) yachts; or
- 6) consultants; or
- 7) unmanned aircraft, unmanned aircraft systems, or aerial vehicles.

**MATCH REQUIREMENT**

There is no cash or in-kind match requirement for this funding.

**REIMBURSEMENT OF FUNDS**

Under the JAG Program, subrecipients will operate on a reimbursement basis. **In order to**



receive federal JAG funds, subrecipients must properly procure and pay for all approved equipment prior to receiving reimbursement from grant funds. Subrecipients must submit all required proof-of-purchasing documents prior to receiving payment. Upon receipt and approval of the proof-of-purchasing documents, reimbursement will be forwarded to the subrecipient in approximately three weeks. Expenses should be submitted to the Oklahoma City Police Department, along with any required reports, no later than 30 days after the date of the expenditure of funds. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should a subrecipient not adhere to these requirements, the subrecipient will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

#### **AWARD PERIOD/AMOUNT**

The award period for this grant shall begin on October 1, 2018, and not extend beyond September 30, 2022 for the Prime Recipient. The award amounts listed in Attachment A are “not to exceed” amounts. Any funds not claimed by the Subrecipients by September 30, 2021, may be reallocated to the Prime Recipient.

#### **NON-SUPPLANTING OF FUNDS**

The definition of supplanting means to deliberately reduce a local budget by using federal funds to replace local funds designated for the same purpose. An example of supplanting is when a local entity budgets \$5,000 for equipment and seeks federal grant funds to purchase additional equipment. Rather than spending the \$5,000 as designated by the appropriation, the agency uses \$5,000 of federal funds awarded for the same purpose. The agency replaced the local funds with federal funds thereby reducing the total amount available for the identified purpose. A federal award must enhance or supplement an existing budget and not decrease it because of the use of federal funds.

#### **COMMINGLING OF FUNDS**

A physical segregation of cash deposits that are provided to a subrecipient is not required. However, the accounting systems of all subrecipients must ensure that agency funds are not commingled with funds from other federal agencies. Each award must be accounted for separately. Subrecipients are prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one project shall not be used to support another. Where a subrecipient’s accounting system cannot comply with this requirement, the subrecipient shall establish a system to provide adequate fund accountability for each grant which it was awarded.

#### **ACCOUNTABILITY AND REPORTING REQUIREMENTS**

Subrecipients of the JAG Program agree to comply with the regulations as established by federal guidelines and the JAG Fiscal Agent, the City of Oklahoma City, through its Police Department. These requirements include record-keeping and financial and programmatic reporting. The parties further agree that The City of Oklahoma City and the subrecipients will each be responsible for its own compliance with every federal, state and local requirement of the grant award and shall be severally liable for its own failure to comply, including any repayment of disallowed costs. This compliance will include, but not be limited to, the timely submission of

properly executed grant applications, acceptance and certification documents, audits, reports, claims and supporting documentation that may be requested by the Fiscal Agent or the Justice Department. No funds will be remitted to a subrecipient unless and until all required documentation has been completed and timely received to the satisfaction of the Fiscal Agent and in compliance with all applicable laws and grant requirements. All parties acknowledge and understand that these grant funds are subject to strict reporting and record-keeping requirements, and failure to timely provide such reporting as required by the Fiscal Agent may result in a loss of reimbursement eligibility pursuant to federal law. Federal grants are governed by the provisions of the Office of Management and Budget circulars applicable to financial assistance and Office of Justice Program's Financial Guide (which is available from the Office of Justice Program web site at [www.ojp.usdoj.gov/oc](http://www.ojp.usdoj.gov/oc)). The Financial Guide includes information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. Audits of local units of government must comply with the organizational audit requirements of OMB circular 2 CFR 200, which states that recipients who expend \$750,000 or more of federal funds during their fiscal year are required to submit a single organization wide financial and compliance audit report to the Federal Audit Clearinghouse within nine (9) months after the close of each fiscal year during the term of the award.

#### **COMPLIANCE WITH REPORTING REQUIREMENTS**

**The Program Monitor of the JAG Program and/or the Fiscal Agent will review and report on the status of the fiscal and programmatic reporting requirements for all subrecipients in compliance with JAG guidelines and regulations. Subrecipients must have all reporting requirements up-to-date prior to drawing funds on an approved award (see attachment B). It is imperative for each subrecipient to provide the reports to the Prime Recipient in a timely manner. Reports will be required during the entire award period.**

#### **CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS AND DRUG FREE WORKPLACE REQUIREMENTS**

The authorized certifying official of the Subrecipient is required to complete the Certification Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters; and Drug Free Workplace Requirements. The Subrecipient also agrees to comply with the following requirements:

- Lobbying:** The subrecipients, contractors, and subcontractors will not use any federal funds for lobbying. Any lobbying activities will be disclosed by completing the form, Disclosure of Lobbying Activities. This form is attached.
- Debarment:** The subrecipients have not been debarred or suspended from federal benefits and/or no such proceedings have been initiated against them; have not been convicted of, indicted for, or criminally or civilly charged by a government entity for fraud, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and have not had a public transaction terminated for cause or default.
- Drug Free Workplace:** Each subawardee shall implement and post within the agency a Drug Free Workplace Policy.

These forms are in Attachment B.

### **STANDARD ASSURANCES**

The authorized certifying official of the subrecipient is required to accept the Standard Assurances which assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-110, A-122, 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). These assurances are in Attachment B.

### **EQUAL EMPLOYMENT OPPORTUNITY ASSURANCE OF COMPLIANCE CLAUSE**

All subrecipients of federal grants must comply with nondiscrimination requirements contained in federal laws. If a court or administrative agency makes a finding of discrimination against a subrecipient on grounds of race, color, religion, national origin, gender, disability, or age after a due process hearing, the subrecipient must forward a copy of the finding to the Office for Civil Rights of the Office of Justice Programs.

The authorized certifying official of the subrecipient is required to ensure compliance with the provisions of the following federal laws:

- Title VI of the civil Rights Act of 1964
- Omnibus Crime Control and Safe Streets Act of 1968
- Section 504 of the Rehabilitation Act of 1973
- Title II of the Americans with Disabilities Action of 1990
- Age Discrimination Action of 1975
- Title IX of the Education Amendments of 1972

The Equal Employment Certification forms are in Attachment B.

### **SIGNATURE OF CHIEF EXECUTIVE OFFICER**

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the County Commission, or an authorized tribal leader. The Chief of Police or Sheriff is NOT authorized to sign this document. The Chief Executive Officer must sign the certifications and assurances, which are included in this subaward grant acceptance agreement.

### **REQUIRED SIGNATURES**

The signature of the Chief Executive Officer is required on the following documents:

- Certificate of Grant acceptance (page 9)
- Special Conditions, Standard Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug Free Workplace Requirements (Attachment B, pages 36, 44, 46 and 49. Initial (Attachment B, pages 5 through 35, and 37 through 41).

The signature of the Chief Legal Officer is required on Attachment B, pages 47 through 48.

**DEADLINE TO SUBMIT GRANT ACCEPTANCE**

Submit the one **original** of the grant acceptance to the Oklahoma City Police Department Finance Office by the deadline. All grant acceptances must be received by **January 3, 2020, 5:00 p.m. whether hand delivered or mailed.**

**FY 2019 CITY OF OKLAHOMA CITY JUSTICE ASSISTANCE GRANT (JAG)  
SUBRECIPIENT ACCEPTANCE AND FISCAL AGENT AGREEMENT**

1. **LOCALITY TYPE**      Check the type of agency.
2. **FEDERAL DEBT**                      Enter yes or no as applicable.
3. **NAME OF AGENCY**      Enter the name of the agency.
4. **STREET ADDRESS/MAILING ADDRESS**  
Enter the mailing address, and street address if different, of the organization. Enter the city, state and zip code of the organization.
5. **FEDERAL IDENTIFICATION NUMBER**  
Enter the organization's federal identification or tax identification number.
6. **CHIEF EXECUTIVE OFFICER'S NAME**  
Enter the name of the Chief Executive Officer who has official signature authority to make financial and programmatic commitments on behalf of the agency jurisdiction. (See definition of Chief Executive Officer above).
7. **CHIEF EXECUTIVE OFFICER'S TITLE**  
Enter the official title of the Chief Executive Officer.
8. **CHIEF EXECUTIVE OFFICER'S AREA CODE/PHONE, FAX NUMBER and EMAIL ADDRESS**  
Enter the area code/phone number, fax number and e-mail address of the Chief Executive Officer.
9. **PROJECT DIRECTOR**  
Enter the name of the person with administrative responsibility for the grant acceptance. This person will be the primary contact on matters regarding this program.
10. **PROJECT DIRECTOR'S TITLE, ADDRESS, AREA CODE/PHONE, FAX NUMBER and EMAIL ADDRESS**  
Enter the contact person's official title, area code/phone number, fax number, and e-mail address.
11. **FISCAL OFFICER**  
Enter the name of the fiscal officer.
12. **FISCAL OFFICER'S TITLE, AREA CODE/PHONE, FAX NUMBER and EMAIL ADDRESS**  
Enter the fiscal officer's official title, the area code/phone number, fax number, and E-mail address.

**FY 2019 CITY OF OKLAHOMA CITY JUSTICE ASSISTANCE GRANT (JAG)  
SUBRECIPIENT ACCEPTANCE AND FISCAL AGENT AGREEMENT**

**PLEASE PRINT OR TYPE:**

1. LOCALITY TYPE (Check One)  City  County
2. IS THE AGENCY DELINQUENT ON ANY FEDERAL DEBT? NO
2. NAME OF ORGANIZATION City of Midwest City
3. STREET ADDRESS 100 N. Midwest Blvd.
- MAILING ADDRESS (if different) MWC OK, 73110
- CITY STATE ZIP
5. FEDERAL IDENTIFICATION NUMBER  
a. DUNS Number (attach printed copy)  
b. CCR registration (attach printed copy of current registration showing expiration date)
6. CHIEF EXECUTIVE OFFICER Tim Lyon
7. CHIEF EXECUTIVE OFFICER'S TITLE City Manager
8. CHIEF EXECUTIVE OFFICER'S AREA CODE/ PHONE  
AREA CODE/FAX NUMBER 405-739-1204  
405-739-1208  
E-MAIL ADDRESS tlyon@midwestcityok.org
9. PROJECT DIRECTOR Captain Mark Teply
10. PROJECT DIRECTOR'S TITLE Captain  
PROJECT DIRECTOR'S AREA CODE/PHONE  
AREA CODE/FAX NUMBER 405-739-1398 405-739-1303  
E-MAIL ADDRESS mteply@midwestcityok.org
11. FISCAL OFFICER Audrey Griffen
12. FISCAL OFFICER'S TITLE Administrative Assistant  
FISCAL OFFICER'S AREA CODE/PHONE 405-739-1321  
AREA CODE/FAX NUMBER 405-739-1398  
E-MAIL ADDRESS agriffen@midwestcityok.org

**CERTIFICATE OF GRANT ACCEPTANCE**

The signature of the Chief Executive Officer of the Subrecipient certifies the accuracy of the information in this grant acceptance and agrees to comply with the provision of this Subrecipient Acceptance and Fiscal Agent Agreement, all provisions of the 2019 JAG Local Law Enforcement Grant and all other applicable state and federal laws.

**The signature of the Chief Executive Office of the Subrecipient indicates agreement and understanding that the JAG Local Law Enforcement Grant program is a reimbursement grant and that the agency has local funds available to purchase the approved equipment. Further, the Chief Executive Officer understands that the Subrecipient will be reimbursed only after the purchasing documents have been properly submitted and approved by Fiscal Agent.**

Name: Tim Lyon

Address: 100 N. Midwest Blvd. MWC, OK. 73110

Title: City Manager

Signature of Chief Executive Officer:  \_\_\_\_\_

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners. The Chief of Police or Sheriff is NOT authorized to sign this document.

GMS APPLICATION NUMBER 2019-H3826-OK-DJ

**MEMORANDUM OF UNDERSTANDING  
BJA FY 19  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT  
(JAG) PROGRAM LOCAL SOLICITATION AWARD**

**WHEREAS**, This memorandum of understanding is made and entered into this 30 day of Dec 2019, by and between The City of Oklahoma City (also referred to herein as "Fiscal Agent") and the cities of Del City, Edmond, Midwest City (collectively "Cities") and Oklahoma County (hereinafter "County"); and

**WHEREAS**, the Department of Justice has determined that successful applicants for awards under the Office of Justice Programs must comply with several application requirements, including the execution of a memorandum of understanding among the authorized officials of each jurisdiction to select a fiscal agent and to submit a joint application for sharing of specified grant amounts; and

**WHEREAS**, authorized by its governing body, each of the undersigned chief law enforcement officials agrees that this memorandum of understanding is in the best interests of all parties, that the undertaking will benefit the public, and that the division of grant funds fairly allocates the available resources; and

**WHEREAS**, the Cities and the County believe it to be in their best interests to reallocate the JAG funds as required by the granting entity, the United States Department of Justice.

**NOW THEREFORE**, the County and Cities agree as follows:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, EDMOND,  
MIDWEST CITY, AND OKLAHOMA COUNTY.**



GMS APPLICATION NUMBER 2019-H3826-OK-DJ

**Section 1.**

The parties agree that the Fiscal Agent for the grant will be The City of Oklahoma City. No funds will be remitted to a party hereto unless and until the Fiscal Agent is satisfied that all required documentation has been properly completed by that party, that all necessary governing-body approvals have been docketed and adopted, that all public notices have been given, that acceptable documentation has been preserved and necessary documentation has been submitted, and that all local, state and federal accounting and program requirements have been satisfied. Reimbursement of expenditures by the Fiscal Agent shall not negate each party's obligation under federal law to repay the federal government for amounts that are disallowed by the federal government. Each party hereto agrees to submit to its governing body for approval a separate Subaward and Fiscal Agent Agreement to be approved by the governing body and signed by the mayor or city manager of a City or by the chair of the Board of County Commissioners.

**Section 2.**

The City of Oklahoma City has agreed to not charge the Cities or the County the ten percent (10%) of the grant amount allowed for administration. The BJA FY 19 JAG funds will be allocated as in the original BJA FY 19 JAG allocation less the 35.0% disparate share to Oklahoma County. In addition, the allocations for Oklahoma County, Del City, Edmond and Midwest City, will be increased by two and one half percent (2.5%) in lieu of a monthly interest distribution. Based on this formula the reallocation of the BJA FY 19 JAG award is as follows:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, EDMOND,  
MIDWEST CITY, AND OKLAHOMA COUNTY.**

GMS APPLICATION NUMBER 2019-H3826-OK-DJ

- Oklahoma County will receive \$ 161,162 of JAG funds;
- Del City will receive \$ 8,885 of JAG funds;
- Edmond will receive \$ 7,303 of JAG funds;
- Midwest City will receive \$ 7,928 of JAG funds; and
- The City of Oklahoma City will receive \$ 263,951 of the federal grant award and all interest earned by the BJA FY 19 JAG award.

Under the JAG Program, the cities of Del City, Edmond, Midwest City and Oklahoma County will operate on a reimbursement basis. Interest will be earned and retained by The City of Oklahoma City. Interest proceeds will only be expended by The City of Oklahoma City for the purposes as allowed by the federal award. Interest income is considered federal funding in the JAG Program.

**Section 3.**

Oklahoma County agrees to spend their allocation of JAG funds for Equipment for Law Enforcement Purposes on or before September 30, 2021. The cities of Del City, Edmond and Midwest City agree to spend their allocations of JAG funds for Equipment for Law Enforcement Purposes on or before September 30, 2020. The City of Oklahoma City will expend their allocation of JAG funds for administration, equipment, overtime, or salaries and benefits for Law Enforcement Purposes.

**Section 4.**

The parties further agree that The City of Oklahoma City, Del City, Edmond, Midwest City and Oklahoma County will be responsible for their own compliance in every federal, state and local requirement of the grant award and shall be liable for their own failure to comply

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, EDMOND,  
MIDWEST CITY, AND OKLAHOMA COUNTY.**

GMS APPLICATION NUMBER 2019-H3826-OK-DJ

including any repayment of disallowed costs. This compliance will include, but not be limited to, the timely submission of properly executed grant applications, acceptance and certification documents, audits, reports, claims and supporting documentation that may be requested by the fiscal agent or the granting entity. No funds will be remitted to a subgrantee unless and until all required documentation has been completed and timely received to the satisfaction of the Fiscal Agent and in compliance with all applicable laws and grant requirements. All parties acknowledge and understand that these grant funds are subject to strict reporting and record-keeping requirements and failure to timely provide such reporting as required by the Fiscal Agent pursuant to federal law may result in a loss of reimbursement eligibility.

**Section 5.**

Each party to this memorandum of understanding will be responsible for its own acts under this memorandum of understanding and shall not be liable for any civil liability that may arise from the acts of any other party.

**Section 6.**

The parties to this memorandum of understanding do not intend for any third party to obtain a right or benefit by virtue of this memorandum of understanding.

**Section 7.**

By entering into this memorandum of understanding, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this memorandum of understanding shall not create any rights in any party not a signatory hereto.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, EDMOND,  
MIDWEST CITY, AND OKLAHOMA COUNTY.**

GMS APPLICATION NUMBER 2019-H3826-OK-DJ

**Signature Page**

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.

P. D. Taylor  
PD Taylor, Oklahoma County Sheriff

8-12-19  
Date

Chief Executive Officer Name: Kevin Calvey

Address: 320 Robert S. Kerr Ave. Oke, Ok 73102

Title: BOCC Chairman

Signature of Chief Executive Officer: Kevin Calvey

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners.

GMS APPLICATION NUMBER 2019-H3826-OK-DJ

Signature Page

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.

Wade Gourley  
Wade Gourley, Oklahoma City Police Chief

08-08-19  
Date

Chief Executive Officer Name: Craig Freeman

Address: 200 N. Walker 3rd Floor

Title: City Manager

Signature of Chief Executive Officer: C. Freeman

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners.

GMS APPLICATION NUMBER 2019-H3826-OK-DJ

**Signature Page**

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.


  
\_\_\_\_\_  
Steven Robinson, Del City Police Chief

Aug 9, 2019  
Date

Chief Executive Officer Name: Mark Edwards

Address: 3701 SE 15th, Del City, OK 73115

Title: City Manager

Signature of Chief Executive Officer: \_\_\_\_\_

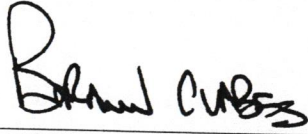
The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, EDMOND,  
MIDWEST CITY, AND OKLAHOMA COUNTY.**

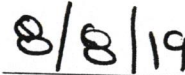
GMS APPLICATION NUMBER 2019-H3826-OK-DJ

**Signature Page**

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.



\_\_\_\_\_  
Brandon Clabes, Midwest City Police Chief



\_\_\_\_\_  
Date

Chief Executive Officer Name: \_\_\_\_\_ Tim Lyon \_\_\_\_\_

Address: \_\_\_\_\_ 100 N. Midwest Blvd. Midwest City, Ok. 73110 \_\_\_\_\_

Title: \_\_\_\_\_ City Manager \_\_\_\_\_

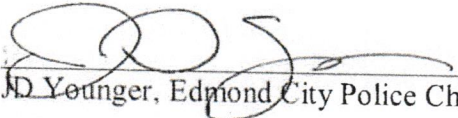
Signature of Chief Executive Officer: \_\_\_\_\_  


The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OKLAHOMA CITY, DEL CITY, EDMOND,  
MIDWEST CITY, AND OKLAHOMA COUNTY.**

Signature Page

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding by the signatures of the duly authorized representative of each participating agency.

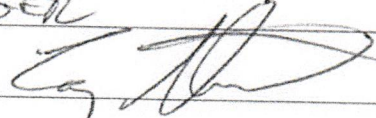
  
J.D. Younger, Edmond City Police Chief

8/14/19  
Date

Chief Executive Officer Name: LARRY STEVENS

Address: 23 E. 1ST STREET EDMOND, OK 73034

Title: CITY MANAGER

Signature of Chief Executive Officer: 

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the Subrecipient. The Chief Executive Officer must be a mayor, city manager, or chairperson of the Board of County Commissioners.



### Reporting Requirements

The reporting requirements noted in this section are designed to provide the grantor agency with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, reports must be keyed to the grant implementation plan provided in the grant application. Specifically, the report should:

1. Indicate status of each goal that was due for completion during a previous reporting period but carried over due to implementation of other problems.
2. State the status of each goal which was scheduled to be achieved during the report
3. State the corrective action planned to resolve implementation problems and state the effect of these problems on the remaining schedule for achieving the project remaining goals.
4. If appropriate, identify changes that are needed in the implementation plan specified in the grant application to overcome problems. Changes that alter plans and/or goals set forth in the application require prior grantor agency approval and issuance of a Grant Adjustment Notice (GAN).
5. State what technical assistance the grantor agency might provide during the next six month period to help resolve implementation problems. If technical assistance has been provided to resolve implementation problems, state the problems (or tasks) addressed and the results (or impact) of the assistance provided.
6. Based on the performance measures set forth in the grant application (implementation plan), indicate in quantitative terms the results (of the project) achieving both during the reporting period and cumulative-to-date. Explanatory and qualifying statements will be helpful here, especially if project objectives have changed.

### Special Requirements

Special reporting requirements or instructions may be prescribed for categorical projects in certain program or experimental areas to better assess impact and comparative effectiveness of the overall categorical grant program. These will be communicated to affected grantees by the agency.

**Note: The CFDA number for this grant is 16.738**



U.S. Department of Justice

Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

September 27, 2019

The Honorable Mick Cornett  
City of Oklahoma City  
200 North Walker Street  
Oklahoma City, OK 73102-2232

Dear Mayor Cornett:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$449,229 for City of Oklahoma City.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Olga Santiago, Program Manager at (202) 598-1094; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Enclosures

Subrecipient Copy



U.S. Department of Justice  
Office of Justice Programs  
Office of Civil Rights

Washington, DC 20531

September 27, 2019

The Honorable Mick Cornett  
City of Oklahoma City  
200 North Walker Street  
Oklahoma City, OK 73102-2232

Dear Mayor Cornett:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 205(c)(5). Please submit information about any adverse finding to the OCR at the above address.


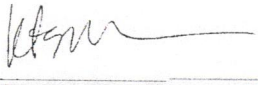

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

 <p>U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b></p>		<p><b>Grant</b></p>		<p>PAGE 1 OF 29</p>
<p><b>Subrecipient Copy</b></p>				
<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Oklahoma City 200 North Walker Street Oklahoma City, OK 73102-2252</p>		<p>4. AWARD NUMBER: 2019-DJ-BX-0574</p>		
		<p>5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022</p>		
		<p>6. AWARD DATE 09/27/2019</p>		<p>7. ACTION</p>
<p>2a. GRANTEE IRS VENDOR NO. 736005360</p>		<p>8. SUPPLEMENT NUMBER 00</p>		<p>Initial</p>
<p>2b. GRANTEE DUNS NO. 014104777</p>		<p>9. PREVIOUS AWARD AMOUNT</p>		<p>50</p>
<p>3. PROJECT TITLE FY 19 Justice Assistance Grant Oklahoma City, Oklahoma County, Del City, Edmond, Midwest City</p>		<p>10. AMOUNT OF THIS AWARD</p>		<p>\$ 449,229</p>
		<p>11. TOTAL AWARD</p>		<p>\$ 449,229</p>
<p>12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>				
<p>13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).</p>				
<p>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16 738 - Edward Byrne Memorial Justice Assistance Grant Program</p>				
<p>15. METHOD OF PAYMENT GPRS</p>				
<p>AGENCY APPROVAL</p>		<p>GRANTEE ACCEPTANCE</p>		
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General</p>		<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mick Cornett Mayor</p>		
<p>17. SIGNATURE OF APPROVING OFFICIAL </p>		<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL </p>		<p>19A. DATE 12-3-19</p>
<p>AGENCY USE ONLY</p>				
<p>20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT OFC REG. SUB POMS AMOUNT X B DJ 80 00 00 449229</p>		<p>21. UDJLGT1754</p>		



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance  
Subrecipient Copy

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 29

PROJECT NUMBER 2019-DJ-BX-0574

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements


The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy	<b>AWARD CONTINUATION          SHEET</b>  <b>Grant</b>	PAGE 3 OF 29
PROJECT NUMBER 2019-DJ-BX-0574		AWARD DATE 09/27/2019	
<i>SPECIAL CONDITIONS</i>			
<p>3. Compliance with DOJ Grants Financial Guide</p> <p>References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <a href="https://ojp.gov/financialguide/DOJ/index.htm">https://ojp.gov/financialguide/DOJ/index.htm</a>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.</p> <p>4. Reclassification of various statutory provisions to a new Title 34 of the United States Code</p> <p>On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.</p> <p>Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.</p> <p>5. Required training for Point of Contact and all Financial Points of Contact</p> <p>Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.</p> <p>In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.</p> <p>A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <a href="https://www.ojp.gov/training/fmts.htm">https://www.ojp.gov/training/fmts.htm</a>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.</p> <p>The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.</p> <p>6. Requirements related to "de minimis" indirect cost rate</p> <p>A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.</p>			



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance  
Subrecipient Copy

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 29

PROJECT NUMBER 2019-DJ-BX-0574

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.


8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy	<b>AWARD CONTINUATION SHEET</b>  Grant	PAGE 5 OF 29
PROJECT NUMBER 2019-DJ-BX-0574	AWARD DATE 09/27/2019		
<i>SPECIAL CONDITIONS</i>			
9. Employment eligibility verification for hiring under the award			
I. The recipient (and any subrecipient at any tier) must--			
A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).			
B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--			
(1) this award requirement for verification of employment eligibility, and			
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.			
C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).			
D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.			
2. Monitoring <span style="float: right;">Initials of Authorized Official _____</span>			
The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.			
3. Allowable costs			
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.			
4. Rules of construction			
A. Staff involved in the hiring process			
For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.			
B. Employment eligibility confirmation with E-Verify			
For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ( <a href="http://www.e-verify.gov">www.e-verify.gov</a> ), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.			
C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.			
D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or			





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**  
Subrecipient Copy

**AWARD CONTINUATION  
SHEET**  
Grant

PAGE 6 OF 29

PROJECT NUMBER 2019-DJ-BX-0574

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization


The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

	<p>U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy</p>	<p><b>AWARD CONTINUATION SHEET</b>  Grant</p>	<p>PAGE 7 OF 29</p>
<p>PROJECT NUMBER 2019-DJ-BX-0574</p>		<p>AWARD DATE 09/27/2019</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>13. Unreasonable restrictions on competition under the award; association with federal government</p>			
<p>SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).</p>			
<p>1. No discrimination, in procurement transactions, against associates of the federal government</p>			
<p>Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.</p>			
<p>2. Monitoring</p>			
<p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p>			
<p>3. Allowable costs</p>			
<p>To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.</p>			
<p>4. Rules of construction</p>			
<p>A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.</p>			
<p>B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.</p>			



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**  
  
Subrecipient Copy

**AWARD CONTINUATION  
SHEET**  
  
Grant

PAGE 8 OF 29

PROJECT NUMBER 2019 DJ BX-0574

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.


Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy	<b>AWARD CONTINUATION SHEET</b>  <b>Grant</b>	PAGE 9 OF 29
PROJECT NUMBER 2019-DJ-BX-0574		AWARD DATE 09/27/2019	
<i>SPECIAL CONDITIONS</i>			
19. Effect of failure to address audit issues			
<p>The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.</p>			
20. Potential imposition of additional requirements			
<p>The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.</p>			
21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42			
<p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.</p>			
22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54			
<p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."</p>			
23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38			
<p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.</p>			
<p>Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.</p>			
<p>The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <a href="https://www.ecfr.gov/cgi-bin/ECFR?page=browse">https://www.ecfr.gov/cgi-bin/ECFR?page=browse</a>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.</p>			



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**  
Subrecipient Copy

**AWARD CONTINUATION  
SHEET**  
Grant

PAGE 10 OF 29

PROJECT NUMBER 2019-DJ-BX-0574

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

## 24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**  
Subrecipient Copy

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 11 OF 29

PROJECT NUMBER 2019-DJ-BX-0574

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

## 27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**  
Subrecipient Copy

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 12 OF 29

PROJECT NUMBER 2019-DJ-BX-0574

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

## 28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.


Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

 <p>U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b></p> <p><b>Subrecipient Copy</b></p>	<p><b>AWARD CONTINUATION SHEET</b></p> <p><b>Grant</b></p>	<p>PAGE 13 OF 29</p>	
PROJECT NUMBER	2019-DJ-BX-0574	AWARD DATE	09/27/2019
<p><i>SPECIAL CONDITIONS</i></p> <p>31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance</p> <p>1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.</p> <p>2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.</p> <p>3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.</p> <p>4. Rules of Construction</p> <p>A. For purposes of this condition:</p> <p>(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.</p> <p>(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")</p> <p>(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).</p> <p>(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.</p> <p>(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).</p> <p>B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.</p> <p>IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.</p>			





U.S. Department of Justice  
 Office of Justice Programs  
**Bureau of Justice Assistance**  
  
 Subrecipient Copy

**AWARD CONTINUATION  
 SHEET  
 Grant**

PAGE 14 OF 29

PROJECT NUMBER 2019-DJ-BX-0574

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*


32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance


1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.


2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.

	<p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<p><b>AWARD CONTINUATION SHEET</b></p> <p><b>Grant</b></p>	<p>PAGE 15 OF 29</p>
<p>PROJECT NUMBER 2019-DJ-BX-0574</p>		<p>AWARD DATE 09/27/2019</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs: notification</p>			
<p>1. If the recipient is a "State," a local government, or a "public" institution of higher education:</p>			
<p>A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."</p>			
<p>B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.</p>			
<p>C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."</p>			
<p>D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.</p>			
<p>2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.</p>			
<p>3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.</p>			
<p>4. Rules of Construction</p>			
<p>A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.</p>			
<p>B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.</p>			

	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy	<b>AWARD CONTINUATION SHEET</b>  <b>Grant</b>	PAGE 16 OF 29
PROJECT NUMBER 2019-DJ-BX-0574	AWARD DATE 09/27/2019		
<i>SPECIAL CONDITIONS</i>			
<p>34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification</p> <p>1. If the recipient is a "State," a local government, or a "public" institution of higher education:</p> <p>A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."</p> <p>B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.</p> <p>C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."</p> <p>D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.</p> <p>2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.</p> <p>3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.</p> <p>4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644, unallowable costs; notification" condition are incorporated by reference as though set forth here in full.</p>			

	<p>U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b></p> <p>Subrecipient Copy</p>	<p><b>AWARD CONTINUATION SHEET</b></p> <p>Grant</p>	<p>PAGE 17 OF 29</p>
<p>PROJECT NUMBER 2019-DJ-BX-0574</p>		<p>AWARD DATE 09/27/2019</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information</p>			
<p>SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).</p>			
<p>1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield</p>			
<p>Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).</p>			
<p>2. Monitoring</p>			
<p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p>			
<p>3. Allowable costs</p>			
<p>To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.</p>			
<p>4. Rules of construction</p>			
<p>A. For purposes of this condition--</p>			
<p>(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));</p>			
<p>(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;</p>			
<p>(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and</p>			
<p>(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.</p>			
<p>B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.</p>			



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**  
Subrecipient Copy

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 18 OF 29

PROJECT NUMBER 2019-DJ-BX-0574

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring


The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.


3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.


The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.


	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy	<b>AWARD CONTINUATION SHEET</b>  <b>Grant</b>	PAGE 19 OF 29
PROJECT NUMBER 2019-DJ-BX-0574	AWARD DATE 09/27/2019		
<i>SPECIAL CONDITIONS</i>			
37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens			
<p>SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).</p>			
1. Noninterference with statutory law enforcement access to correctional facilities			
<p>Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."</p>			
2. Monitoring			
<p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p>			
3. Allowable costs			
<p>To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.</p>			
4. Rules of construction			
A. For purposes of this condition:			
(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).			
(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).			
(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—			
(a) is designed to prevent or to significantly delay or complicate, or			
(b) has the effect of preventing or of significantly delaying or complicating.			
<p>B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.</p>			


	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b> Subrecipient Copy	<b>AWARD CONTINUATION          SHEET</b> <b>Grant</b>	PAGE 20 OF 29
PROJECT NUMBER	2019-DJ-BX-0574	AWARD DATE	09/27/2019
<i>SPECIAL CONDITIONS</i>			
38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens			
SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).			
1. No use of funds to interfere with statutory law enforcement access to correctional facilities			
Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."			
2. Monitoring			
The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.			
3. Allowable costs			
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.			
4. Rules of construction.			
The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.			








	<p>U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy</p>	<p><b>AWARD CONTINUATION SHEET</b>  <b>Grant</b></p>	<p>PAGE 22 OF 29</p>
<p>PROJECT NUMBER 2019-DJ-BX-0574</p>		<p>AWARD DATE 09/27/2019</p>	
<p><i>SPECIAL CONDITIONS</i></p>			
<p>40. No use of funds to interfere with federal law enforcement: Notice of scheduled release</p>			
<p>SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.</p>			
<p>1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time</p>			
<p>Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.</p>			
<p>2. Monitoring</p>			
<p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p>			
<p>3. Allowable costs</p>			
<p>To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.</p>			
<p>4. Rules of construction.</p>			
<p>The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.</p>			
<p>41. Requirement to collect certain information from subrecipients</p>			
<p>Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.</p>			


	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy	<b>AWARD CONTINUATION SHEET</b>  <b>Grant</b>	PAGE 23 OF 29
PROJECT NUMBER 2019-DJ-BX-0574	AWARD DATE 09/27/2019		
<i>SPECIAL CONDITIONS</i>			
42. Cooperating with OJP Monitoring			
<p>The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).</p>			
43. FFATA reporting: Subawards and executive compensation			
<p>The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <a href="https://ojp.gov/funding/Explore/FFATA.htm">https://ojp.gov/funding/Explore/FFATA.htm</a> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.</p>			
<p>This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p>			
44. Required monitoring of subawards			
<p>The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.</p>			
45. Use of program income			
<p>Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.</p>			
46. Justice Information Sharing			
<p>Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <a href="https://it.ojp.gov/gsp_grantcondition">https://it.ojp.gov/gsp_grantcondition</a>. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.</p>			


	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy	<b>AWARD CONTINUATION SHEET</b>  <b>Grant</b>	PAGE 24 OF 29
PROJECT NUMBER 2019-DJ-BX-0574		AWARD DATE 09/27/2019	
<p><i>SPECIAL CONDITIONS</i></p> <p>47. Avoidance of duplication of networks</p> <p>To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.</p> <p>48. Compliance with 28 C.F.R. Part 23</p> <p>With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.</p> <p>49. Protection of human research subjects</p> <p>The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.</p> <p>50. Confidentiality of data</p> <p>The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.</p> <p>51. Verification and updating of recipient contact information</p> <p>The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.</p>			

	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy	<b>AWARD CONTINUATION SHEET</b>  Grant	PAGE 25 OF 29
PROJECT NUMBER 2019-DJ-BX-0574	AWARD DATE 09/27/2019		
<i>SPECIAL CONDITIONS</i>			
52. Law enforcement task forces - required training			
<p>Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.</p>			
<p>The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (<a href="http://www.ctfli.org">www.ctfli.org</a>). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.</p>			
<p>Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (<a href="http://www.ctfli.org">www.ctfli.org</a>).</p>			
53. Justification of consultant rate			
<p>Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.</p>			
54. Submission of eligible records relevant to the National Instant Background Check System			
<p>Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".</p>			
<p>In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.</p>			

	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b> Subrecipient Copy	<b>AWARD CONTINUATION          SHEET</b> <b>Grant</b>	PAGE 26 OF 29
PROJECT NUMBER 2019-DJ-BX-0574		AWARD DATE 09/27/2019	
<i>SPECIAL CONDITIONS</i>			
55. Compliance with National Environmental Policy Act and related statutes			
<p>Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.</p>			
<p>The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:</p>			
<ul style="list-style-type: none"> <li>a. New construction;</li> <li>b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;</li> <li>c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;</li> <li>d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and</li> <li>e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.</li> </ul>			
<p>The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <a href="https://bja.gov/Funding/nepa.html">https://bja.gov/Funding/nepa.html</a>, for programs relating to methamphetamine laboratory operations.</p>			
<p>Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.</p>			
56. Establishment of trust fund			
<p>If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.</p>			

 <p style="text-align: center;">U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy</p>	<p><b>AWARD CONTINUATION SHEET</b></p> <p><b>Grant</b></p>	<p>PAGE 27 OF 29</p>
PROJECT NUMBER    2019-DJ-BX-0574	AWARD DATE        09/27/2019	
<p><i>SPECIAL CONDITIONS</i></p> <p>57. Prohibition on use of award funds for match under BVP program</p> <p>JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.</p> <p>58. Certification of body armor "mandatory wear" policies</p> <p>If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.</p> <p>59. Body armor - compliance with NIJ standards and other requirements</p> <p>Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<a href="https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx">https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx</a>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <a href="https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx">https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx</a>.</p> <p>60. Body armor - impact on eligibility for other program funds</p> <p>The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).</p> <p>61. Reporting requirements</p> <p>The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<a href="https://grants.ojp.usdoj.gov">https://grants.ojp.usdoj.gov</a>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<a href="http://www.bjaperformancetools.org">www.bjaperformancetools.org</a>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.</p> <p>62. Required data on law enforcement agency training</p> <p>Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.</p>		

 <p>U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy</p>	<p align="center"><b>AWARD CONTINUATION SHEET Grant</b></p>	<p align="center">PAGE 28 OF 29</p>
<p>PROJECT NUMBER 2019-DJ-BX-0574                      AWARD DATE 09/27/2019</p>		
<p align="center"><i>SPECIAL CONDITIONS</i></p> <p>63. Expenditures prohibited without waiver</p> <p>No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.</p> <p>64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018</p> <p>The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)</p> <p>Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.</p> <p>Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.</p> <p>65. Use of funds for DNA testing; upload of DNA profiles</p> <p>If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.</p> <p>No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.</p> <p>Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.</p> <p>66. Encouragement of submission of "success stories"</p> <p>BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <a href="https://www.bja.gov/Login.aspx">https://www.bja.gov/Login.aspx</a> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <a href="https://www.bja.gov/profile.aspx">https://www.bja.gov/profile.aspx</a>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <a href="https://www.bja.gov/SuccessStoryList.aspx">https://www.bja.gov/SuccessStoryList.aspx</a>.</p>		

	U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b>  Subrecipient Copy	<b>AWARD CONTINUATION SHEET</b>  Grant	PAGE 29 OF 29
PROJECT NUMBER 2019-DJ-BX-0574		AWARD DATE 09/27/2019	
<i>SPECIAL CONDITIONS</i>			
<p>67. Withholding of funds: Required certification from the chief executive of the applicant government</p> <p>The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.</p>			

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**U.S. Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Oklahoma City

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.


The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

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 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> <p>Subrecipient Copy</p>	<b>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</b>	
	<b>Grant</b>	
	PROJECT NUMBER 2019-DJ-BX-0574	PAGE 1 OF 1
This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).		
1. STAFF CONTACT (Name & telephone number)  Olga Santiago (202) 598-1094	2. PROJECT DIRECTOR (Name, address & telephone number)  Michael Stroope Business Manager 700 Colcord Dr Oklahoma City, OK 73102-2232 (405) 316-4199	
3a. TITLE OF THE PROGRAM  BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT  FY 19 Justice Assistance Grant		
5. NAME & ADDRESS OF GRANTEE  City of Oklahoma City 200 North Walker Street Oklahoma City, OK 73102-2232	6. NAME & ADDRESS OF SUBGRANTEE  City of Midwest City 100 N. Midwest Blvd. Midwest City, OK. 73110	
7. PROGRAM PERIOD  FROM: 10/01/2018 TO: 09/30/2022	8. BUDGET PERIOD  FROM: 10/01/2018 TO: 09/30/2022	
9. AMOUNT OF AWARD  \$ 449,229	10. DATE OF AWARD  09/27/2019	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)  The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.  This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information		

OJP FORM 4000/2 (REV. 4-88)

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**Subrecipient Copy**

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety

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**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.



Signature of Chief Executive of the Applicant Unit of Local Government

Tim Lyon

Printed Name of Chief Executive

City of Midwest City

Name of Applicant Unit of Local Government

12/30/19  
Date of Certification

City Manager

Title of Chief Executive



OMB APPROVAL  
NUMBER 1121-0140

EXPIRES 05/31/2019

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity?
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid 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 Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov), and, after such disclosure, the applicant has

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## Attachment B, Page 40

received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov), and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN:

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## Attachment B, Page 41

Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

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### JAG Quarterly Status Report

Dollar amount of this award:  
\$ \_\_\_\_\_ (A)

Dollar amount you have requested as of the end of the current quarter:  
\$ \_\_\_\_\_ (B)

Dollar amount not yet requested as of the end of the current quarter:  
\$ \_\_\_\_\_ (A-B)

Entity Name: \_\_\_\_\_

Final Report: Yes \_\_\_ No \_\_\_

Quarter Ended: \_\_\_\_\_

Total dollar amount of this award spent or encumbered as of the end of the current quarter:  
\$ \_\_\_\_\_

Instructions: Fax, mail or email this completed form to Oklahoma City Police Department within 15 days of the end of each calendar quarter. Submit a Final Report after your entire award has been reimbursed.

Describe grant activity during the past quarter:

List any issues that currently prevent the expenditure of any portion of this grant award:

Have any items purchased with this grant award been lost, destroyed or otherwise disposed of?  
Yes \_\_\_ No \_\_\_. If yes, please explain below and attach an Equipment Disposition form.

Other Comments, if any:

Quarterly Status Report signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signor Certifies:

- \*Legal authorization to submit quarterly status reports on behalf of named entity.
- \*Compliance with all laws, regulations, statutes, assurances, certifications and other requirements contained in the sub-grant application and guidance documents.
- \*All submitted data is true and correct to the best of signatory's knowledge.

Please provide the following documentation:

1. A copy of approved Equal Employment Opportunity Plan (EEO) with a copy of approval letter from DOJ if required or complete and return the attached Certification Form.
2. Documented proof of Limited English Proficiency (LEP) compliance.
3. Copy of Reducing Texting While Driving policies.
4. Copy of current System for Award Management (SAM) registration.
5. Copy of audit, if required.
6. Quarterly reports from Subrecipient (see Attachment B, Page 42).
7. Federal Quarterly reports from Subrecipient:  
Law Enforcement, General Information and Goals and Objectives



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Appendix E

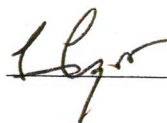
**Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE? **NO**
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1? **NO**
- (3) If yes to either:
  - Please provide a copy of each law or policy;
  - Please describe each practice; and
  - Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Signature of Chief Executive Officer



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**State or Local Government: FY 2018 Certification of Compliance With 8 U.S.C. §§ 1373 & 1644**

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information regarding citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):
  - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
  - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

  
\_\_\_\_\_  
Signature of Chief Legal Officer of the Jurisdiction

Tim Lyon  
\_\_\_\_\_  
Printed Name of Chief Legal Officer

12/30/19  
\_\_\_\_\_  
Date of Certification

City Manager  
\_\_\_\_\_  
Title of Chief Legal Officer of the Jurisdiction


City of Midwest City  
\_\_\_\_\_  
Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2018 Certification Relating to  
8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3)

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the unit of local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
2. I have carefully reviewed each of the following sections of title 8, United States Code:
  - a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
  - b. § 1231(a) (providing that a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien incarcerated by a State or local government, or by the federal government, from the United States generally "begins" no later than "the date the alien is released from detention or confinement"; and providing that the federal government may not "remove an alien [including "an alien in the custody of a State (or a political subdivision of a State)"] who is sentenced to imprisonment until the alien is released from imprisonment");
  - c. § 1324(a) (forbidding the concealing, harboring, or shielding from detection of aliens illegally in the United States);
  - d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (see 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
  - e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").
3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, including in violation of 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) or (3) or 8 U.S.C. § 1226(a) or (c).
4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):
  - a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
  - b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) or (c), 1231(a), 1324(a), 1357(a), or 1366(1) or (3) that are described in paragraph 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.
6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); or (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) or (c), 8 U.S.C. § 1231(a), or 8 U.S.C. § 1366(1) or (3).

  
 \_\_\_\_\_  
 Signature of Chief Legal Officer of the Jurisdiction  
 12/30/19  
 \_\_\_\_\_  
 Date of Certification  
 City of Midwest City

Tim Lyon  
 \_\_\_\_\_  
 Printed Name of Chief Legal Officer  
 City Manager  
 \_\_\_\_\_  
 Title of Chief Legal Officer of the Jurisdiction

\_\_\_\_\_  
 Name of Applicant Government Entity (i.e., the applicant to the FY 2018 OJP Program identified below)

**FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local**




U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- 1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
- 2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
- 4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
- 5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
- 6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
- 7. I have examined the certification entitled "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I certify that I have no reason to believe that certification to be false or otherwise incorrect. (This provision is not applicable to Indian tribal government applicants.)
- 8. I have examined the certification entitled "State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3)" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I certify that I have no reason to believe that certification to be false or otherwise incorrect. (This provision is not applicable to Indian tribal government applicants.)

  
\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

Tim Lyon

\_\_\_\_\_  
Printed Name of Chief Executive

City of Midwest City

\_\_\_\_\_  
Name of Applicant Unit of Local Government

  
\_\_\_\_\_  
Date of Certification

City Manager

\_\_\_\_\_  
Title of Chief Executive

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Midwest City	
Address: 100 N. Midwest Blvd., Midwest City, OK 73110	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 07-7326601	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Captain Mark Teply	
Telephone Number: 405-739-1303	E-Mail Address: mteply@midwestcityok.org

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

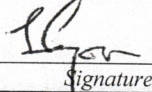
Please check all the following boxes that apply.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                                       |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input checked="" type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, Tim Lyon [responsible official], certify that the City of Midwest City [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that the City of Midwest City [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Tim Lyon, City Manager  
Print or Type Name and Title

  
Signature

12/30/19  
Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

\_\_\_\_\_  
[organization],

\_\_\_\_\_  
[address].

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

LER



## ADA STAFF

**Billy Harless**

ADA Project Director

Bharless@midwestcityok.org

405-739-1228

**Kelle Gilles**

ADA Project Manager

Kgilles@midwestcityok.org

405-739-1223

**Patrick Menefee**

Physical Barriers Coordinator

Pmenefee@midwestcityok.org

405-739-1220

**Teresa Coplen**

Administrative Coordinator

tcoplen@midwestcityok.org

405-739-1002

# City of Midwest City

## American Disability Act (ADA)

The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. Title II of the ADA also requires that all Programs, Services and Activities (PSAs) of public entities provide equal access for individuals with disabilities.



The City of Midwest City has undertaken a comprehensive evaluation of its policies, programs, and facilities to determine the extent to which individuals with disabilities may be restricted in their access to City services and activities.

### Grievance Procedure Under the Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA). It may be used by any person alleging discrimination on the basis of disability regarding meetings, services, programs, or activities provided by the City of Midwest City.

The grievance procedure and forms can be found on the City of Midwest City webpage [www.midwestcityok.org](http://www.midwestcityok.org) under the ADA tab or will be made available upon request from:

Teresa Coplen

City of Midwest City

100 N Midwest Boulevard

Midwest City, Oklahoma 73110

405-739-1002

[tcoplen@midwestcityok.org](mailto:tcoplen@midwestcityok.org)



# Interpreter Request

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Midwest City should contact the ADA Coordinator as soon as possible BUT no later than 48 hours before the scheduled event.

Teresa Coplen

ADA Coordinator for Administrative Complaints

[TCoplen@MidwestCityOK.org](mailto:TCoplen@MidwestCityOK.org)

(405) 739-1002

- Questions about who to Contact
- Physical Barriers— Patrick
  - Parking
  - Path of travel to, throughout and between buildings and amenities
  - Doors
  - Service counters
  - Restrooms
  - Drinking fountains
  - Non-compliant sidewalks or curb ramps
- Administrative Barriers—Teresa
  - Building signage
  - Customer communication and interaction
  - Access to public telephones
  - Emergency notifications, alarms, visible signals
  - Participation opportunities for events sponsored by the City
  - American Sign Language Interpreters

**Please be advised that any department holding the meeting or event where an interpreter is requested is responsible for paying for their services.**

Example of ASL rates:

### Regular Rate

Monday - Friday (non-holidays) 8:00am - 5:00pm

\$125 for first hour and half if booked with 48 hour notice.

\$135 - for first hour and half if booked with less than 48 hour notice.

### After Hour Rate

Monday - Friday (non-holidays) 5:00pm - 8:00am

\$165 for first 1.5 hours if booked with 48 hour notice.

\$175 for first 1.5 hours if booked with less than 48 hour notice.



For Information  
Contact Teresa Coplen



## ARTICLE 29: CELLULAR TELEPHONE USAGE POLICY

### PURPOSE

The purpose of this policy is to prevent incidents in motor vehicles and on worksites caused by the distraction of using cellular telephones while driving, operating equipment, or performing specified work that requires a worker's full attention with no distractions. Its goal is to increase both employee and public safety while operating vehicles and equipment for the City of Midwest City.

### SCOPE

This policy applies to all City employees while driving or operating City vehicles or equipment. The term "cellular telephone" includes cellular telephones, PDA's, pagers, and any devices that may be used for the purpose of text messaging or email. This policy covers the use of both personal and City-provided cellular telephones.

### ROLES AND RESPONSIBILITIES

- Department Directors are to ensure that the provisions of this policy are implemented.
- Supervisors are responsible for enforcing this policy within their area of authority and to ensure employee compliance with its provisions.
- Employees are required to know and comply with the provisions of this policy.

### GENERAL REQUIREMENTS

Use of cellular phones for the purpose of making or receiving a telephone call without a "hands free" device and use of cellular phones for any other purpose, such as accessing the internet or text messaging, is prohibited while an employee is operating a motor vehicle, whether personal or City owned, and while in the scope and course of employment.

At no time is a cellular telephone to be used for any purpose while operating heavy equipment, mowers, tractors, etc. At no time is a cellular telephone to be used for any purpose while operating a vehicle that requires any class of Commercial Drivers License (CDL). Equipment must be fully stopped before any call is made or received, or a cellular telephone is used for any other purpose.

At no time is a cellular telephone to be used for any purpose when performing a specified task that requires zero distraction unless the use of the device is for the express purpose of calling for emergency assistance in the event of an incident. This includes, but is not limited to, confined space entry supervisor, confined space entry safety, hot works, trenching operations, and during training and/or meetings of any type. During meetings and training, cellular telephones are to be set on the silent mode, on vibrate, or turned off when entering and throughout the duration of the meeting/class.

### OTHER SAFETY CONSIDERATIONS

Cellular telephones pose a potential ignition source in an area where there is an ignitable air/gas mixture and therefore shall not be used when fueling vehicles, working with hydrocarbon storage, transferring flammable fluids, or spraying hydrocarbons (paint, solvents).

Flammable liquids and gasoline shall not be stored or transported in the same compartment as cellular telephones and all cellular telephones shall be turned off when at sites where storage of explosives is known or suspected.

NEW: June 2012



- ⚠ ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ⚠ SAM users experienced intermittent connectivity issues with production web services the week of 12/17 - 12/20. Full functionality has now been restored. If users experience intermittent connectivity issues with SAM web services and if the issue persists longer than 24 hours, please contact the Federal Service Desk.

## Entity Dashboard

- [Entity Overview](#)
- [Entity Registration](#)
  - [Core Data](#)
  - [Assertions](#)
  - [Reps & Certs](#)
  - [POCs](#)
- [Reports](#)
  - [Service Contract Report](#)
  - [BioPreferred Report](#)
- [Exclusions](#)
  - [Active Exclusions](#)
  - [Inactive Exclusions](#)
  - [Excluded Family Members](#)

[BACK TO USER DASHBOARD](#)

MIDWEST CITY, CITY OF  
 DUNS: 077326601 CAGE Code: 48RQ4  
 Status: Active  
 Expiration Date: 01/02/2020  
 Purpose of Registration: Federal Assistance Awards Only

100 N MIDWEST BLVD  
 MIDWEST CITY, OK, 73119-4327  
 UNITED STATES

### Entity Overview

#### Entity Registration Summary

DUNS: 077326601  
 Name: MIDWEST CITY, CITY OF  
 Business Type: US Local Government  
 Last Updated By: Sara Hancock  
 Registration Status: Active  
 Activation Date: 01/02/2019  
 Expiration Date: 01/02/2020

#### Exclusion Summary

Active Exclusion Records? No



## JAG Quarterly Financial and Progress Status Report

Dollar amount of this award:  
\$ 7,928.00 (A)

Dollar amount you have requested as of the end of the current quarter:  
\$ -0- (B)

Dollar amount not yet requested as of the end of the current quarter:  
\$ -0- (A-B)

Entity Name: City of Midwest City  
Grant Award Number: 2019-DJ-BX-0574  
Quarter Ended: \_\_\_\_\_ Final Report: Yes \_\_\_ No   
Total dollar amount of this award spent or encumbered as of the end of the current quarter:  
\$ -0-

Instructions: Fax, mail or email this completed form to Oklahoma City Police Department within 15 days of the end of each calendar quarter. Submit a Final Report after your entire award has been reimbursed.

Describe grant activity during the past quarter:

We are awaiting final acceptance and permission to spend the funding

List any issues that currently prevent the expenditure of any portion of this grant award:

N/A

Have any items purchased with this grant award been lost, destroyed or otherwise disposed of?  
Yes \_\_\_ No . If yes, please explain below and attach an Equipment Disposition form.

Other Comments, if any:

Quarterly Status Report signed by: Cap. M. Teply  
Print Name and Title: Mark Teply Captain Date: January 2, 2020

Signor Certifies:

- \*Legal authorization to submit quarterly status reports on behalf of named entity.
- \*Compliance with all laws, regulations, statutes, assurances, certifications and other requirements contained in the sub-grant application and guidance documents.
- \*All submitted data is true and correct to the best of signatory's knowledge.

**BUREAU OF JUSTICE ASSISTANCE  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
ACCOUNTABILITY MEASURES**

**GOALS AND OBJECTIVES MODULE**

This module should be completed in January and July by all grantees and subgrantees that had any activity during the reporting period or at the close of the grant, based on the previous or next 6 months.

**Please answer the following questions for each goal related to your program.**

1. Please identify the goal(s) you hope to achieve with your funding. If you have multiple goals, please report on each separately (one at a time) and repeat questions 1–4 for each goal. *State Administering Agencies (SAAs) and local grantees: Please provide the goals as listed in your grant application or as adjusted through a Grant Adjustment Notice (GAN). Subgrantees: Please provide the goals that best represent the use of your funding. For grantees/subgrantees purchasing equipment, please relate your goals to how the equipment will help improve your agency or community.*

The goal is to replace equipment that is currently failing and outdated. This equipment (Tasers) will decrease work comp injuries and aid in apprehensions as well as decrease use of force complaints.

2. What is the current status of this goal?
- A.  Not yet started
  - B.  In progress
  - C.  Delayed
  - D.  Completed
  - E.  Goal no longer applicable

3. During the past 6 months, please describe any progress you made or barriers you encountered related to this goal.

N/A

4. In the next 6 months, what major activities are planned for this goal?

Replace a majority of the equipment with up to date tasers with this funding and department funding.

5. Do you have another goal you hope to achieve with your grant funding?
- A. Yes (repeat questions 1–4 for each additional goal)
  - ✓ B. No (please go to next questions)



**BUREAU OF JUSTICE ASSISTANCE  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
ACCOUNTABILITY MEASURES**

**Please answer the following questions based on your overall activity during the previous 6 months.**

6. Did you receive or do you desire any assistance from BJA or a BJA-funded technical assistance provider? *Check all that apply.*
- A. Yes, we received assistance (please describe)
  - B. Yes, we would like assistance or additional assistance (please describe)
  - C. No
- 
- 

7. BJA likes to showcase grantees who are working on successful, innovative, and/or evidence-based programs. Do you have any noteworthy accomplishments, success stories, or program results from this reporting period that you would like to showcase?
- A. Yes (Please share your story at: <https://www.bja.gov/SuccessStoryList.aspx>)
  - B. No

**THIS COMPLETES THE GOALS AND OBJECTIVES MODULE**



**Vaughn Sullivan**  
**Assistant City Manager**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
vsullivan@midwestcityok.org  
Office: 405-739-1207  
www.midwestcityok.org

### **Memorandum**

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: January 14, 2020

Subject: Discussion and consideration of reappointing Casey Hurt to the Midwest City Park and Recreation Board for a three-year term ending on January 15, 2023.

Casey Hurt's term on the Park and Recreation Board has expired and he wishes to continue to serve another term.

Casey Hurt is a Ward 4 re-appointment. The current Park and Recreation Board members include: Adrienne Ayers from Ward 1; Aaron Budd, and David Clampitt from Ward 2; Kim Templeman from Ward 3; Taiseka Adams from Ward 5; and John Manning from Ward 6.

Action is at the discretion of the Council.

Vaughn K. Sullivan  
Assistant City Manager



**Vaughn Sullivan**  
**Assistant City Manager**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
vsullivan@midwestcityok.org  
Office: 405-739-1207  
www.midwestcityok.org

### Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: January 14, 2020

Subject: Discussion and consideration of reappointing John Manning to the Midwest City Park and Recreation Board for a three-year term ending on January 15, 2023.

John Manning's term on the Park and Recreation Board has expired and he wishes to continue to serve another term.

John Manning is a ward 6 re-appointment. The current Park and Recreation Board members include: Adrienne Ayers from Ward 1; Aaron Budd, and David Clampitt from Ward 2; Kim Templeman from Ward 3; Casey Hurt from Ward 4; and Taiseka Adams from Ward 5.

Action is at the discretion of the Council.

Vaughn K. Sullivan  
Assistant City Manager



**Information Technology**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1374  
Fax 405.869.8602

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: January 14, 2020

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, sealed bid, or by other means as necessary.

---

The following computer equipment and peripheral devices are obsolete, defective or have been replaced.

Ryan Rushing, Information Technology Director

<b>MISCELLANEOUS</b>			
<b>Quantity</b>	<b>MIS #</b>	<b>Hardware Type</b>	<b>Serial Number</b>
		APC UPS	JS0742001049
		APC UPS	JS742001389
		APC UPS	AS1422140709
		APC UPS Battery Pack	5S1320T03709
		APC UPS Battery Pack	5S1320T03721
		APC UPS Battery Pack	5S1320T03720
		APC UPS Battery Pack	5S1342T09105
7		UPS rack rails	
		Computer CD drives	
	2417	ipad (2018 Dead)	DMPW6G4MJF88
		Cisco ASA 5510	JMX1511L1FQ
		Spam Firewall 300	675884
		Webfilter 410	398098
		IBM System i5	2PH86922
		poweredge R420	JD67Q22
		poweredge R420	HC0VGX1
		poweredge R420	DDMTCX1
		assortment of server rails	
2		Server APC UPS + 1 Battery pack	SURT192RMXLBP3U
		Hlaf sized server rack	
		Full sized server rack	
		EMC SAN with DAEs	FCNSS121100117
		Brocade Fibre Channle Switch	BRCALJ2505H0HE
		Brocade Fibre Channle Switch	BRCALJ2505H0JM
		Brocade Fibre Channle Switch	6PSK1L1
		Brocade Fibre Channle Switch	HNSK1L1
		EMC DAE	CF23V163100433
		EMC DAE	FCNBD121002747
		EMC DAE	FCNBD120501784
		EMC DAE	FCNBD121004215
		Dell EMC SAN	AC178120201379
		Assortment of cables for SAN	
		Rails for EMC SAN	
11		Monitors	

<b>CPU</b>			
<b>INVENT #</b>	<b>MIS#</b>	<b>MANUFACTOR</b>	<b>SERIAL NUMBERS</b>
	966	Dell Optiplex 3020	65DNBZ1
	1009	Dell Optiplex 3020	25YTX12
	1010	Dell Optiplex 3020	25ZQX12
	1034	Dell Optiplex 3020	755NC42
	1035	Dell Optiplex 3020	756SC42
	1036	Dell Optiplex 3020	756QC42
	1037	Dell Optiplex 3020	754VC42
	1007	Dell Optiplex 3020	9X68W12
	1001	Dell Optiplex 3020	9X67W12
	1006	Dell Optiplex 3020	9X66W12
	935	Dell Optiplex 3010	BVYT6Y1
	1045	Dell Optiplex 3020	BKTWC42
	1042	Dell Optiplex 3020	756PC42
	934	Dell Optiplex 3010	4GPYHX1
	927	Dell Optiplex 3010	4GQYHX1
	917	Optiplex 3010	40WYFX1
	705	Optiplex 380	749SDQ1
	961	Optiplex 3010	65FPBZ1
	981	Optiplex 3020	CHVZK02
	1041	Optiplex 3020	754TC42
	997	Optiplex 3020	H8QXT12
	1039	Optiplex 3020	756TC42
	1043	Optiplex 3020	756NC 42
	960	Optiplex 3010	65DQBZ1
	962	Optiplex 3010	65DPBZ1
	1040	Optiplex 3020	755VC42
	442	Dimension 9200	214FBD1
	957	Latitude E7440	FNB2PX1
	PD1000	Latitude E5540	BXMWD12
	611	Vostro 1520	4KVQ6J1
	748	Latitude E6400 XFR	DC78XL1
	832	General Dynamics GD600	ZZSJC1271ZZ0085
	818	General Dynamics GD600	ZZSJC1209ZZ0016
	814	General Dynamics GD600	ZZSJC1209ZZ0022
	805	General Dynamics GD600	ZZSJC1131ZZ0021
	872	General Dynamics GD600	ZZSJC1273ZZ0017
	942	Dell Optiplex 3010	4GS0JX1
	984	Dell Optiplex 3020	82H0L02
	985	Dell Optiplex 3020	82H4L02
	979	Dell Optiplex 3010	82GZK02
	1044	Dell Optiplex 3020	9YYOD42
	945	Dell Optiplex 3010	4GVYHX1



DISCUSSION ITEMS





The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Current Planning Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** January 14, 2020

**Subject:** (PC-2028) Public hearing with discussion and consideration of an ordinance to redistrict from A-1, Agriculture to R-6, Single Family Detached Residential, for the property described as a part the NE/4 of Section 8, T11N, R1W, and addressed as a part of 2101 S. Anderson Road.

**Executive Summary:** This is a request to rezone the property from A-1, Agriculture to R-6, Single Family Detached Residential. A circular portion of this property was rezoned to A-1 with a Special Use Permit to allow the operation of an oil and gas well in 1985. The oil and gas well is no longer in operation, however, the zoning has remained unchanged since that time. The applicant has purchased the property and is applying to rezone the circular A-1 portion to R-6, Single Family Detached Residential so that the zoning is consistent for the entire parcel. At this time, the applicant has not submitted a sketch plat or had a pre-application meeting to subdivide and develop the property. A



pre-application/sketch plat meeting will be required prior to submitting any plat application. No variances are requested and no public improvements are required with this application. This item was tabled at the applicant's request. Action is at the discretion of the Commission.

**Dates of Hearing:**  
Planning Commission –  
November 5, 2019 and  
December 3, 2019  
City Council – November  
26, 2019 and January 14,  
2020



**Council Ward:** Ward 6, Councilmember Jeff Moore

**Owner:** EastOC LLC

**Applicant:** EastOC LLC – Joel Bryant

**Representation:** David Box

**Proposed Use:** future residential

**Size:**

The area of request is a circle with a radius of 660' located within the property addressed as 2101 S. Anderson Road.

**Development Proposed by Comprehensive Plan:**

Area of Request – LDR, Low Density Residential

North, South, East and West – LDR, Low Density Residential

**Zoning Districts:**

Area of Request – A-1, Agriculture

North, South, East and West – R-6, Single Family Detached Residential

**Land Use:**

Area of Request – Vacant

North – Oakwood East – single family residential homes

South, East and West – 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.

**Comprehensive Code Citation:**

Single-Family Detached (SFD) Land Use

This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continues to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential land use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.

**History:**

1. The property was rezoned to A-1, Agriculture with a Special Use Permit for an oil and gas well in 1985. (PC-849).
2. PC-1896 – A request to rezone the entire parcel, including this area of request, to a PUD was denied on April 25, 2017.

3. PC-1897 – A preliminary plat for the entire parcel, including the area of request, was denied on April 25, 2017.
4. This item was tabled at the November 5 Planning Commission and November 26 City Council meetings at the applicant's request.
5. The Planning Commission recommended approval of this item December 3, 2019.

**Staff Comments:**

**Engineer's report:**

Note: This application is for rezoning a portion of parcel 2101 S Anderson Road from A-1 Agriculture to R-6 Residential zoning. No engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located on the east side of the property running along Anderson Road and there is an eight (8) inch public water main running across the entire northern boundary of the parcel. 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 west and the western end of the north 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 off Anderson Road which is classified as a secondary arterial in the 2008 Comprehensive Plan. Anderson Road is currently a two (2) lane asphalt roadway.

Street improvement and sidewalk would be required if platted.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is primarily wooded with one (1) well site in the middle. Topography is such that water sheet flows off the site from roughly the middle of the parcel radiating out to all surrounding parcels.

A flood zone AE bisects the western third of the property shown on Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 18<sup>th</sup>, 2009.

Drainage and detention improvements are not required with this application but would be required if platted.

Easements and Right-of-Way

As outlined in Municipal Code 38-45, a secondary arterial shall have a total right-of-way of one hundred (100) feet, fifty (50) feet each side of center line. Currently there is a right-of-way of thirty-three (33) feet. The city would require an additional seventeen (17) feet of right-of-way to be dedicated to the City at the time of platting or building permit.

**Fire Marshal's report:**

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

**Plan Review Comments:**

As mentioned previously, the area of request is a circular portion of the parcel addressed as 2101 S. Anderson Road. This portion of the property was zoned to A-1 in 1985 to allow an oil and gas well. That well is no longer in operation. The remainder of the parcel is zoned R-6, Single Family Detached Residential. The applicant is making this request to rezone the A-1 portion to R-6 in order to have consistent zoning across the entire parcel.

A request to rezone the property to a PUD was denied in 2017. The PUD proposed minimum lot sizes and requested several variances to the Midwest City Zoning Ordinance. This applicant did not make that request and did not own the property at that time. The PUD and preliminary plat were denied due to the design (density and requested variances) being inconsistent with the Comprehensive Plan. The Comprehensive Plan identifies the area of request as an area that is likely to be developed and having potential for quality residential development.

Although this is not a request to subdivide and develop the property, staff would like to note that future development should be consistent and in harmony with the Comprehensive Plan. Any future subdivision of the property will be required to meet the requirements of the Subdivision Regulations including but not limited to tree preservation, park land dedication, lot orientation, lot frontage, block design and length requirements, street length and traffic calming requirements. Without platting, one single family residence could be built on this lot and construction must meet all requirements of the zoning ordinance. If the lot is to be subdivided and developed in the future, a pre-application/sketch plat meeting with staff is required.

Action is at the discretion of the Planning Commission and City Council.

**Action Required:**

Approve or reject the ordinance to redistrict to R-6, Single Family Detached Residential, for the property as noted herein, subject to staff's comments as found in the January 14, 2020 agenda packet and made a part of PC-2028 file.



Billy Harless,  
Community Development Director

KG

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: October 23<sup>rd</sup>, 2019

Subject: Engineering staff comments for pc-2028 rezoning application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2028:**

Note: This application is for rezoning a portion of parcel 2101 S Anderson Road from A-1 Agriculture to R-6 Residential zoning. No engineering improvements are required with this application.

**Water Supply and Distribution**

A twelve (12) inch public water main is located on the east side of the property running along Anderson Road and there is an eight (8) inch public water main running across the entire northern boundary of the parcel. 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.

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**Drainage and Flood Control, Wetlands, and Sediment Control**

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## **Easements and Right-of-Way**

As outlined in Municipal Code 38-45, a secondary arterial shall have a total right-of-way of one hundred (100) feet, fifty (50) feet each side of center line. Currently there is a right-of-way of thirty-three (33) feet. The city would require an additional seventeen (17) feet of right-of-way to be dedicated to the City at the time of platting or building permit.



**Midwest City Fire Department**

8201 E. Reno Avenue  
Midwest City, OK 73110

**Office** 405.739.1340

**Fax** 405.739.1384

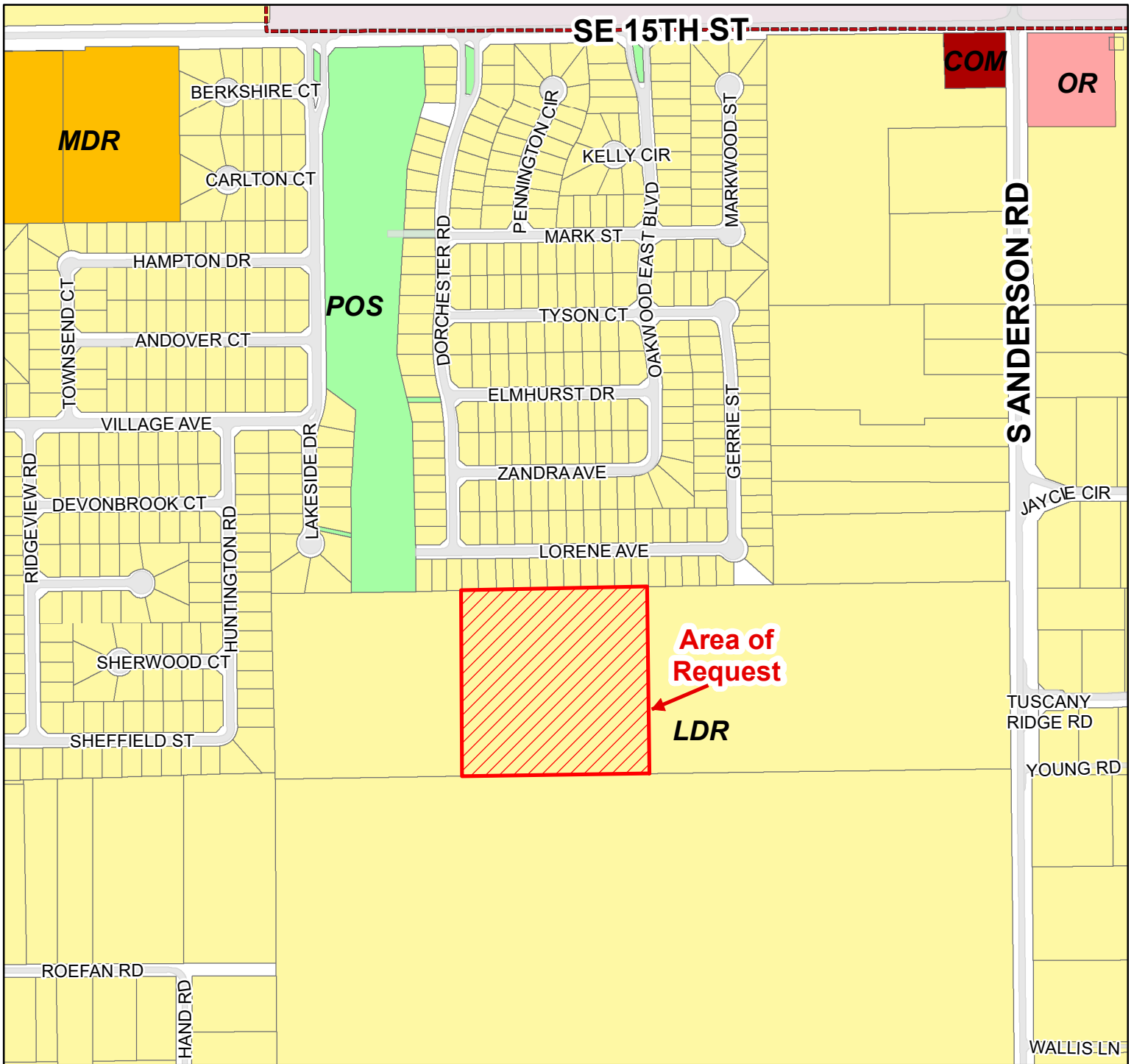
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Re: PC-2028

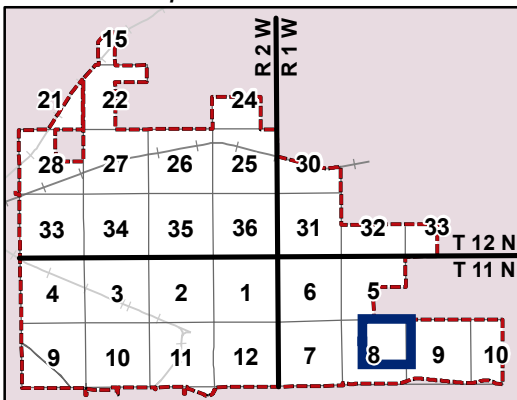
PC 2028 is a request to rezone a portion of the parcel at 2101 S. Anderson from A-1, Agriculture to R-6, Single Family residential. The applicant owns the property and would like for all of the zoning to be the same. The circle in the middle (see map) was rezoned many years ago for a well that has been abandoned. The applicant is aware that future single family residential subdivision will require that the property be platted in accordance with the Subdivision Regulations

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Duane Helmberger  
Fire Marshal  
Midwest City Fire Department



Locator Map

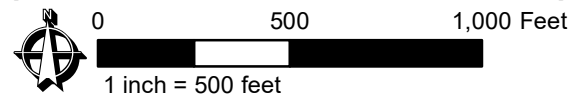


Future Land Use Legend

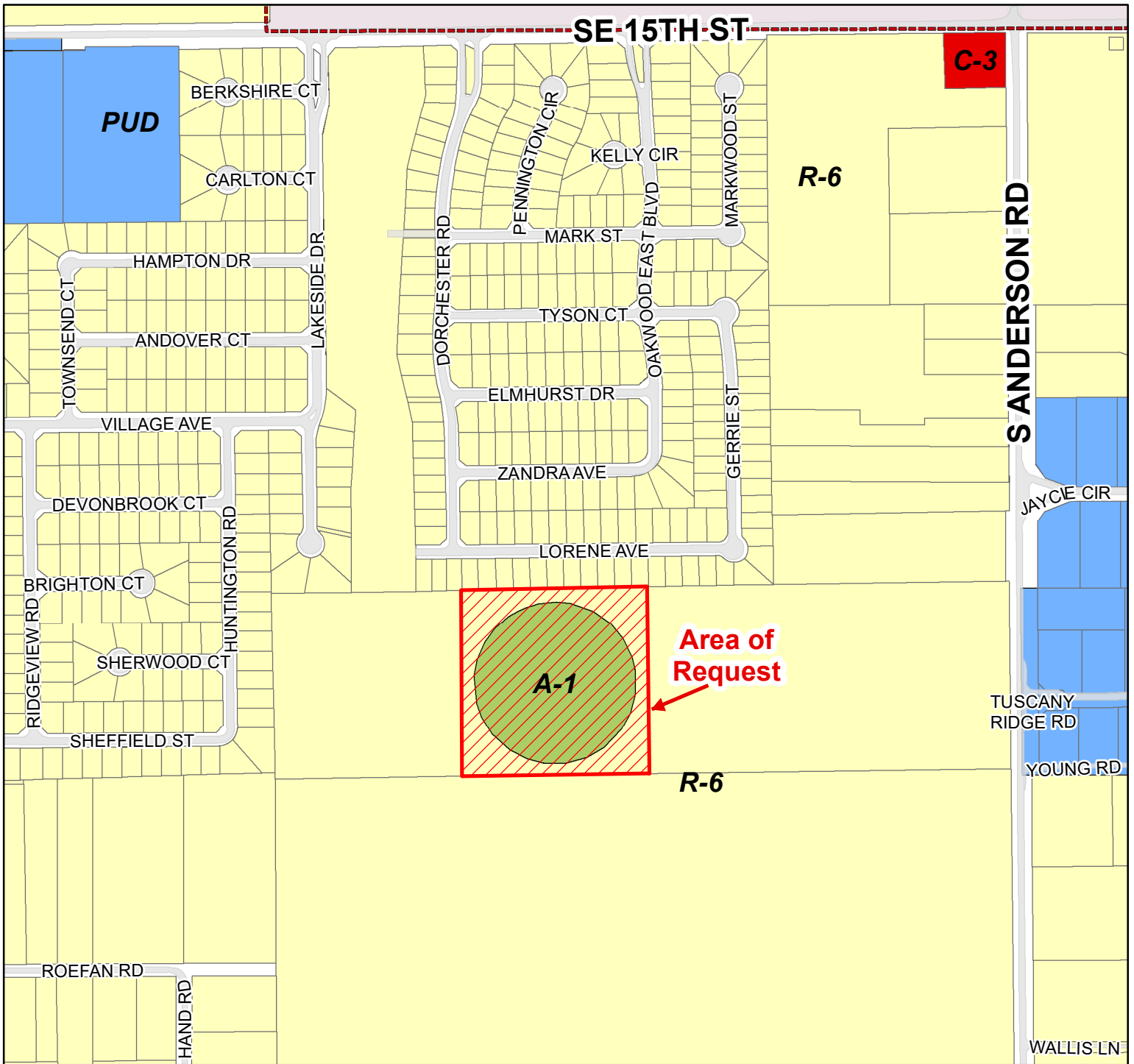
- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

**FUTURE LAND USE  
MAP FOR  
PC-2028**

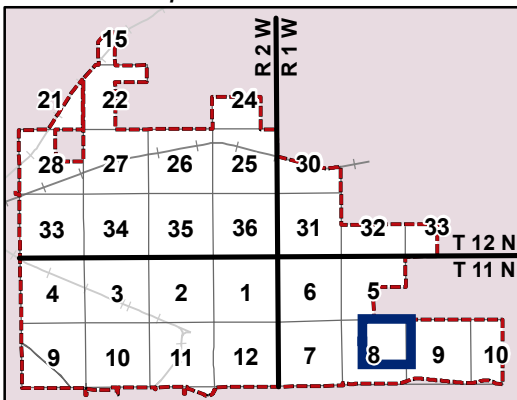
**(NE/4, Sec. 28, T11N, R1W)**



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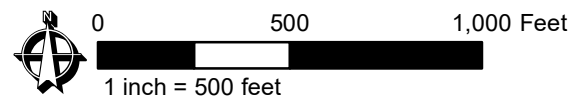
Locator Map



Current Zoning Legend

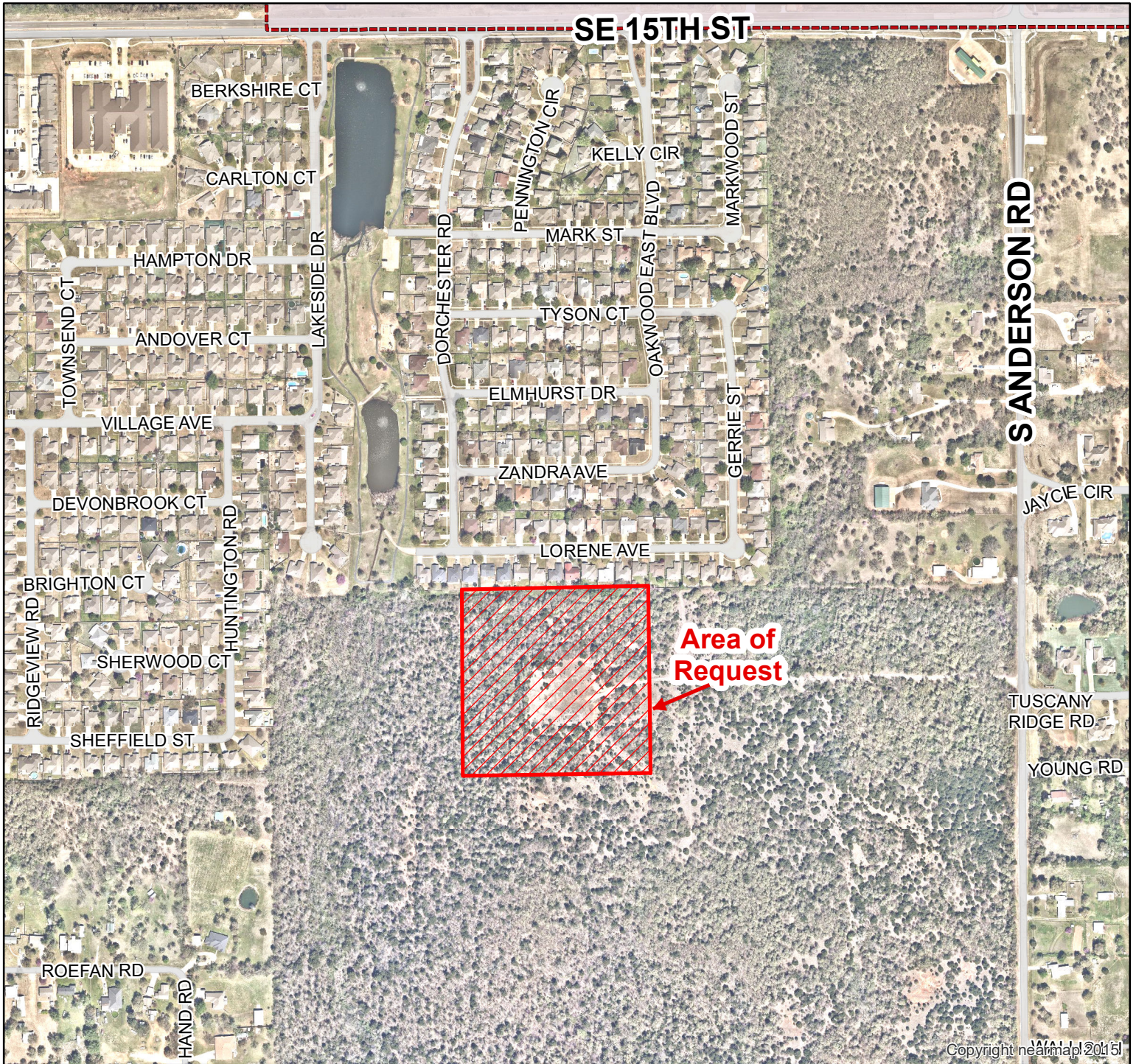
A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-2 SUP	O-2 SUP	R-HD SUP
C-3	R-6	R-MH-1
C-3 SUP	R-6 SUP	R-MH-2
C-4	R-8	PUD
C-4 SUP	R-10	SPUD
I-1	R-22	HOS
I-2		HOS SUP

## ZONING MAP FOR PC-2028 (NE/4, Sec. 8, T11N, R1W)

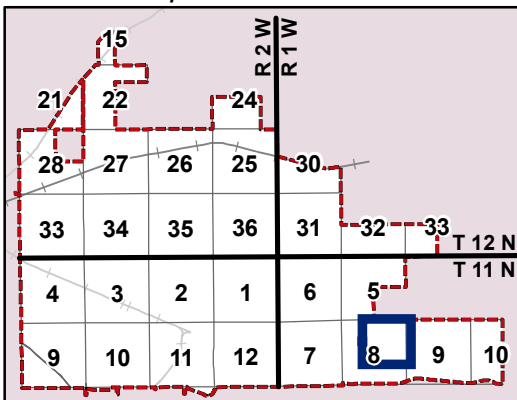


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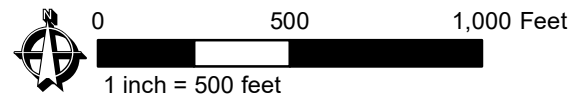




Locator Map



**2019 NEARMAP AERIAL VIEW FOR  
PC-2028  
(NE/4, Sec. 28, T11N, R1W)**



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2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE TO R-6, SINGLE FAMILY DETACHED RESI-**  
5 **DENTIAL, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT**  
6 **MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DIS-**  
7 **TRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified  
11 to R-6, Single Family Detached Residential, subject to the conditions contained in the PC-2028  
12 file, and that the official Zoning District Map shall be amended to reflect the reclassification of  
13 the property's zoning district as specified in this ordinance:

14 A tract of land in the NE/4 of Section 8, T11N, R1W of the Indian Meridian, Oklahoma  
15 County, Oklahoma, being more particularly described as follows:

16 Commencing at the Southeast corner of the NE/4 of said Section 8; Thence  
17 S89°14'12"W along the South line of said NE/4 a distance of 1331.43 feet to the Point of  
18 Beginning; Thence continuing S89°14'12"W along the South line of said NE/4 a distance  
19 of 660 feet; Thence N00°45'48"W a distance of 660 feet; Thence N89°14'12"E a dis-  
20 tance of 660 feet; Thence S00°45'48"E a distance of 660 feet to the Point of Beginning,  
21 with the intent that this tract of land completely encloses the agricultural circle of the for-  
22 mer well site.

23 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are  
24 hereby repealed.

25 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is  
26 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-  
27 tions of the ordinance.

28 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,  
29 on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

30 **THE CITY OF MIDWEST CITY, OKLAHOMA**

31 \_\_\_\_\_  
32 **MATTHEW D. DUKES II, Mayor**

33 **ATTEST:**

34 \_\_\_\_\_  
35 **SARA HANCOCK, City Clerk**

36 **APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_ **HEATHER POOLE, City Attorney**



The City of  
**MIDWEST CITY**  
 COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
 Brandon Bundy, City Engineer  
 CURRENT PLANNING DIVISION  
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 COMPREHENSIVE PLANNING  
 Petya Stefanoff, Comprehensive Planner  
 BUILDING INSPECTION DIVISION  
 Christine Brakefield, Building Official  
 GIS DIVISION  
 Greg Hakman, GIS Coordinator

**TO:** Honorable Mayor and City Council

**FROM:** Billy Harless, Community Development Director

**DATE:** January 14, 2020

**SUBJECT:** (PC –2033) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of a Wind Energy Conversion System in the C-3, Community Commercial and HOS, Hospitality district, for the property described as a part of the SW/4 of Section 9 T11N, R2W, located at 6201 Tinker Diagonal.

**Executive Summary:** The legal description for the area of request includes several parcels on the east and west sides of Hudiburgh Drive however, the applicant is requesting to install the Wind Energy Conversion System (WECS) on a part of the parcel addressed as 6201 Tinker Diagonal. The proposed location is shown on a map included in this agenda packet. In October of 2019 Midwest City staff met with Rose State College staff members to discuss the process for installing a WECS on the property. The applicants explained that the WECS would be used as a learning tool for students to receive education in renewable energy. Included in this packet is information about the WECS that the applicant will install if this Special Use Permit is approved. The height of the structure is 27'. It should be noted that the area of request is not within the APZ as identified in the Airport Zoning Ordinance.



**DATES OF HEARINGS:**  
 Planning Commission –  
 December 3, 2019  
 City Council – January 14,  
 2020

**COUNCIL WARD:** Ward 1,  
 Susan Eads

**OWNER:**  
 Oscar Rose Junior College

**APPLICANT:**  
 Lara Bernhardt

**PROPOSED USE:**  
 Wind Energy Conversion  
 System

**DEVELOPMENT PROPOSED BY COMPREHENSIVE PLAN:**

Area of Request – PSP, Public/Semi-Public  
North and East – PSP, Public/Semi-Public  
South and West – COMM, Commercial  
East – OR, Office/Retail

**ZONING DISTRICTS:**

Area of Request – C-3, Community Commercial and HOS, Hospitality  
North – C-3, Community Commercial and HOS, Hospitality  
South – I-2, Moderate Industrial and I-1, Light Industrial  
East – C-3, Community Commercial and A-1, Agriculture  
West – HOS, Hospitality

**LAND USE:**

Area of Request – Area for the proposed WECS is vacant  
North – Parking lot  
South – I-40, All My Sons Moving, Super 8 Motel, Car Dealership  
East – vacant, Rose State College building  
West – Studio 6

**COMPREHENSIVE PLAN CITATION:**

*Public/Semi-Public Land Uses*

This land use designation is representative of uses that are educational, governmental or institutional in nature. Public/semi-public uses are generally permitted within any area; therefore, the areas shown on the *Future Land Use Plan Map* include the related uses that are currently in existence. It is, however, anticipated that there will be a need for additional public uses with future population growth. The City should remain aware of necessary increases in police and fire protection based on population growth and of potential needed increases in space and personnel for City administration.

**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 western portion of the site was zoned to Hospitality with the adoption of the 2010 Zoning Map. The proposed WECS is not located in this portion of the parcel.
3. The Planning Commission recommended approval of this item December 3, 2019.

**STAFF COMMENTS:**

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

An eight (8) inch public water main is located along the I-40 Frontage Road as well as a twelve (12) inch public water main that runs along the west side of Hudiburg Drive. All the existing buildings in the area of request are currently on City water, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

Multiple public sewer mains are located within or bordering area of request. The public sewer main is accessible and all the existing buildings are 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 off I-40 Frontage Road and Hudiburg Drive. Hudiburg Drive is classified as an existing collector in the 2008 Comprehensive Plan.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with houses already established.

The area of request is shown to be in an "Area of Minimal Flood Hazard" meaning no floodplain on Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18<sup>th</sup>, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

No further easements or right of way would be 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, staff at Rose State College are requesting this Special Use Permit in order to install a Wind Energy Conversion System on campus. This WECS is to be used as a learning tool for students

Included in this report are details about the proposed WECS. The height of the structure is 27'. It is supported by Guy wire to withstand high winds (although not hurricane conditions). Also included in this report is a statement from the applicant. If approved, this WECS will be used to give students the opportunity to learn entry level skills to enter the field of renewable energy.

As of this writing, staff has not received any calls or letters of protest regarding this rezoning request.

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 identifies the area of request as Public/Semi-Public which allows educational and institutional uses. As the proposed WECS is intended for educational purposes, this request is in harmony with 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 and educational uses.
3. The proposed use is not likely to adversely affect the neighboring properties. The structure will not exceed the height of the surrounding structures and will not encroach into the APZ as identified in the Airport Zoning Ordinance. Traffic to the site will only be by staff and students of Rose State.
4. The proposed use will not 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 must all meet City codes.

The applicant has stated that, if this SUP is approved, they plan to erect a screening fence around the site of the WECS. Fencing must meet the requirements of the Zoning Ordinance regarding height and setbacks. Any fencing must observe the right-of-way along Tinker Diagonal. Sight-proof screening must also observe the building line, which is measured as 25' back from the edge of the right-of-way. Approved screening materials in the C-3 Zoning District are wood, wrought iron, vinyl and brick/stone.

The Planning Commission recommended approval of this item December 3, 2019.

**Action Required:** Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments found in the January 14, 2020 agenda packet and made a part of PC- 2033 file.



Billy Harless, AICP  
Community Development Director  
KG



**Midwest City Fire Department**

8201 E. Reno Avenue

Midwest City, OK 73110

**Office** 405.739.1340

**Fax** 405.739.1384

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Re: PC-2033

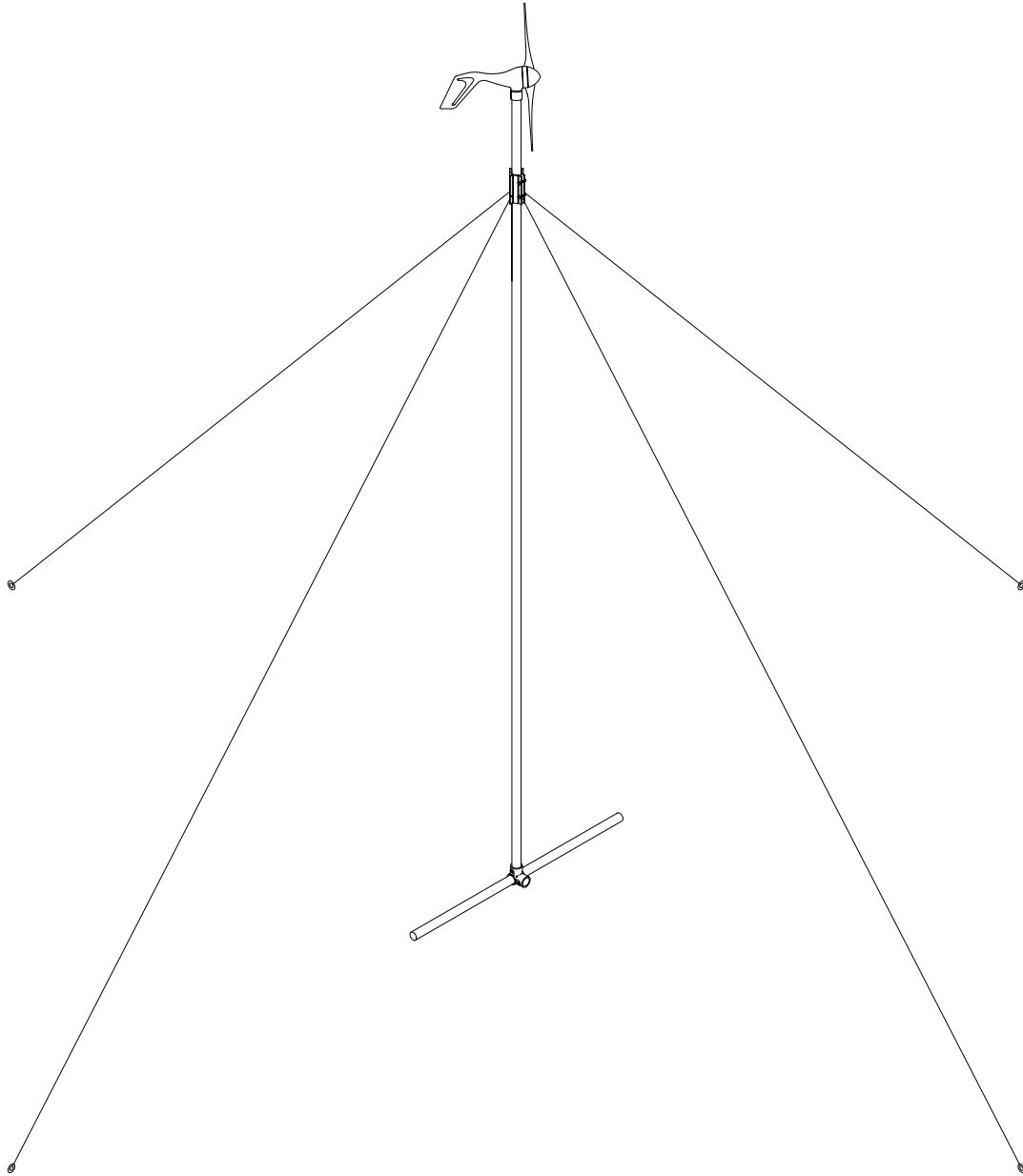
PC-2033 is a request for a Special Use Permit from Rose State to install a Wind Energy Conversion System (WECS) at 6201 Tinker Diagonal.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Duane Helmberger  
Fire Marshal  
Midwest City Fire Department



**27 FOOT LAND TOWER KIT**  
**For AIR<sub>tm</sub> WIND MODULE**



**Made in the USA by:**  
***Southwest Windpower***  
1801 W. Route 66  
Flagstaff, AZ 86001  
(928) 779-9463  
***AIR*** is a trademark of Southwest Windpower Inc.

## **27 Foot LAND TOWER KIT**

CONGRATULATIONS! You have just received the simplest, most economical tower kit available for your AIR wind turbine. This kit is designed to be very easy to assemble and erect, however it is important that you read this manual thoroughly before beginning assembly. If you have any questions on proper installation or usage please call either Southwest Windpower or your dealer for more information.

*Notice: This information is believed to be reliable; however, Southwest Windpower assumes no responsibility for inaccuracies or omissions. The user of this information and product assumes full responsibility and risk. All specifications are subject to change without notice.*

<b><u>CONTENTS</u></b>		<b><u>page</u></b>
<b>Introduction</b>		
	<b>Tower Kit Features</b>	<b>3</b>
	<b>Safety</b>	<b>3</b>
	<b>Parts List</b>	<b>4</b>
	<b>Tools Needed</b>	<b>4</b>
<b>Step 1:</b>	<b>Site Selection</b>	<b>5</b>
<b>Step 2:</b>	<b>Mast and Hardware Selection</b>	<b>6</b>
<b>Step 3:</b>	<b>Tower, Base and Anchor Layout</b>	<b>7</b>
<b>Step 4:</b>	<b>Guy Wire Anchor Installation</b>	<b>9</b>
<b>Step 5:</b>	<b>Tower Base Assembly</b>	<b>12</b>
<b>Step 6:</b>	<b>Assembly of Tower and Turbine</b>	<b>12</b>
<b>Step 7:</b>	<b>Attachment of Guy Wires</b>	<b>14</b>
<b>Step 8:</b>	<b>Raising the Tower</b>	<b>16</b>
<b>Step 9:</b>	<b>Adjustment of Guy Wires</b>	<b>16</b>
<b>Step 10:</b>	<b>J-Box and Lightning Arrestor Installation</b>	<b>17</b>

## Introduction

This tower kit is designed specifically for the Southwest Windpower “AIR” 303 and 403 wind turbines. To our knowledge this is the most economical and user friendly tower kit available for the “AIR” wind turbines. Guy wire supported construction allows the use of lightweight tubing while providing plenty of strength for all but hurricane conditions. Two people can easily erect a tower with this kit in an hour or so. Since the turbine and the tower kit are light in weight, no winches, vehicles or beasts of burden are needed to erect the tower. All that is required is a little bit of “elbow grease”. We recommend that at least two people be present when the tower is raised, although it is conceivable that a single person could actually raise a tower on their own.

The AIR tower kit includes a simple yet effective elbow/tee for its base. Combined with a short length of tubing this type of base eliminates the need for a concrete pad, base plate and a swivel for the base of the tower.

A simple extruded aluminum, coupling clamp allows the use of a wide selection of different kinds of tubing, depending on availability, site requirements and customer preference. Threaded coupling points are eliminated, allowing lighter materials to be used with the same or greater strength than a threaded pipe tower. Pre-cut and swaged guy wires eliminate wire measuring and cutting.

We believe this kit and assembly method is the easiest way possible to put the “AIR” wind module up in the air. Thank you for purchasing our products and for your interest in renewable energy. We expect that you will enjoy the benefits of your wind powered electrical system for many years to come. If, after reading this manual, you have any further questions please contact your local dealer or Southwest Windpower and we will do our best to assist you.

### Safe Installation

**Safety is the most important consideration to take into account when installing a tower and wind turbine.** It is very important to remember that any wind turbine has high speed spinning parts and can be very dangerous if not installed properly! Be sure that the tubing or pipe used for the tower is of adequate strength, that all bolted connections are tight and that the guy wire anchors are suitable for your soil conditions. All of these elements are explained in further detail later in this manual. **Important! Choose a very calm day to do your installation. A gust of wind at the wrong moment could cause A VERY SERIOUS ACCIDENT!**

**PLEASE....READ ALL OF THIS MANUAL BEFORE DOING ANYTHING !**

### 27 Foot Tower Kit Parts List

<u>Your tower kit includes:</u>	<u>Quantity</u>
Tower Base	1

Wire set	1
Tower Base Staples	2
3/8" x 1 1/2" Bolts	2
3/8" Locknuts	2
Cable Thimbles	4
Cable Clamps	8

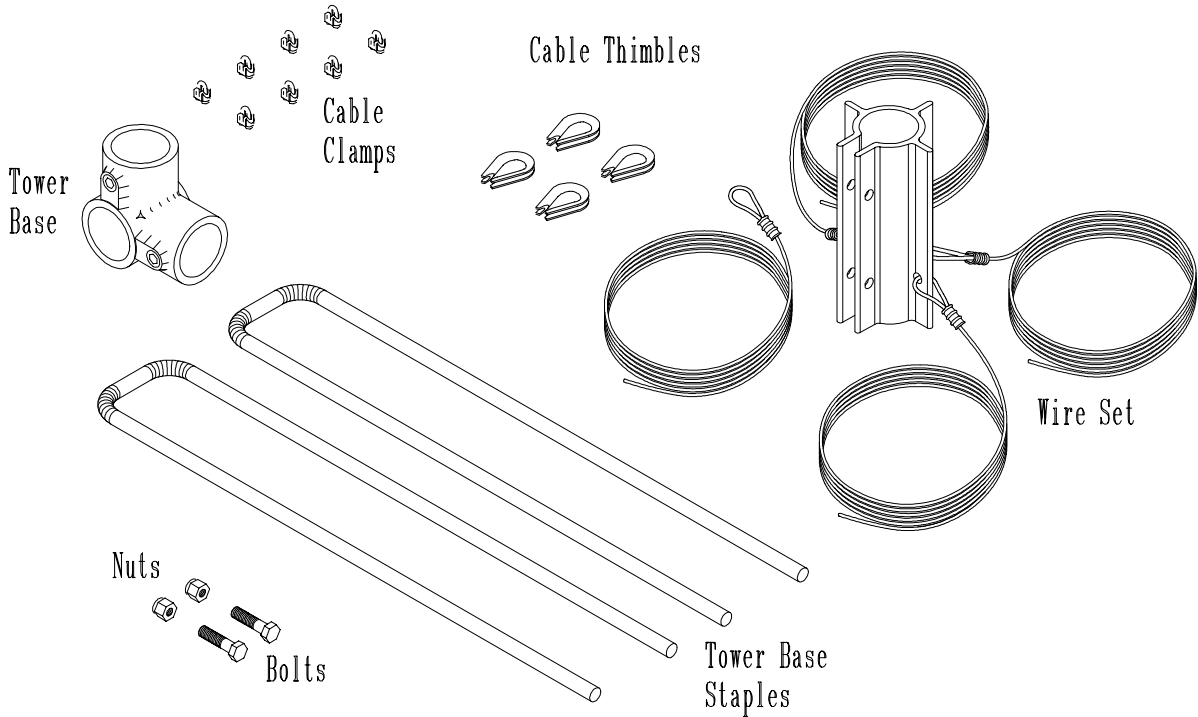


Figure 1 (Parts List)

**Tools Needed:**

Round or Half Round File  
 5/16" or 8mm Wrench, Socket or Nut Driver (preferred)  
 (2) 9/16" or 15mm Wrenches or Sockets  
 Sledge Hammer  
 Pliers  
 Carpenters Level  
 5/16" allen wrench (supplied with turbine)

**Items Not Included In This Kit:**

Anchors (The type of anchors used will depend on the soil conditions at your tower site. This is explained further in the "Anchors" section of this manual.)  
 Ground Rod and Clamp \*  
 Lightning Arrestor \*  
 Junction Box and Adapter \*  
 Flex Conduit and Fitting \*

Electrical Wire

Wire Connectors (preferably copper split bolts)

Pipe Insulation (to prevent wire “rattle” inside pole) \*

Electrical tape

Tubing for the tower (this is explained in Step 2 on page 6)

\* optional items (these are explained in detail in their relevant assembly sections)

## Step 1: Site Selection

### Site selection is the most important factor affecting the performance of your wind turbine!

The energy in the wind is the kinetic energy of the moving air mass. What a wind turbine does is convert some of that kinetic energy into mechanical energy which can then be converted to electricity. The formula for the amount of power in the wind is a cube function of the wind speed. This means basically that an increase in wind speed of 10% (say from 9 mph to 10 mph) will result in approximately a 30% increase in the power available from the wind and a similar difference in turbine performance. In almost all locations the wind speed increases as you get higher off the ground. This is why a tall tower is very important at most wind sites. As a rule, the turbine should be mounted as high in the air and as far away from obstructions as is possible.

To find the best location to erect your tower and wind turbine, study the area available and take note of how the prevailing (most common) winds blow through it. If there are trees, buildings, hills or other obstructions take note of how high they are and where they are in relation to the usual wind direction. The best site for your tower and turbine will be upwind and above any obstructions which may exist. If there are houses or trees in the surrounding area it is best to mount the turbine at least twice as high as any obstruction in the area. If the turbine is to be mounted at the crest of a hill or on a beach where winds come from across the water, a smaller tower may be acceptable.

The next consideration in siting your tower and turbine is the distance from the turbine to your batteries. The shortest distance will require the least amount of wire and reduce the amount of power lost through the wiring. If a long distance is required between your tower and the batteries it will be necessary to use heavy gage wire to reduce the resistance of the wire. The power consumed by the wires can be calculated using the formula:

$$\text{Power} = \text{Current} \times \text{Current} \times \text{Resistance}$$

Since the resistance of the wire is directly proportional to its length, making the run shorter will dramatically reduce the amount of power “lost” in the wires.

The other concern with long wires is the voltage drop through the wire. Voltage drop through the wires can be calculated using the formula:

$$\text{Voltage} = \text{Current} \times \text{Resistance}$$

The effect of the voltage drop is most apparent when the turbine has good wind and is actively charging the batteries. The AIR turbine’s internal voltage regulator senses battery voltage, and will measure the combined voltage drop from the batteries and from the current passing through the resistance of the wires. This causes the turbine to sense a higher voltage than that of the batteries and regulate its power accordingly to prevent overcharging. When this happens the turbine may not fully charge the batteries. Adjusting the regulation set point of the turbine to compensate for this at higher wind speeds can cause the turbine to overcharge the batteries in

lighter wind conditions. If a long distance between the tower and batteries is necessary, using a large wire size will help to address this issue. The person laying out your power system should be aware of these considerations when the system is in the planning stages.

Please refer to the section on “Tower, Base and Anchor Layout”. The amount of space available to assemble and raise the tower may also affect where your tower can be placed.

## Step 2: Mast Tubing and Hardware Selection

Due to the high cost of shipping and the widespread availability of the tubing or pipe used for our towers these materials are not provided by Southwest Windpower. These materials are readily available through most fence suppliers or plumbing companies and will cost much less when purchased locally than if they were shipped from our factory.

The “AIR” wind module is designed to be mounted on a 1.875 in. outside diameter pole. This is the same outside diameter as 1 ½ in. steel water pipe where the “1 ½” is a nominal size indicating an outside diameter that is actually 1.875 in.. Whether the pipe is “schedule 20”, or “schedule 40”, the outside diameter will be the same and the schedule number will determine the wall thickness of the pipe. If the pipe is lighter than “schedule 20”, it is referred to as “tubing”, and the actual outside diameter and wall thickness is usually specified.

The design of this tower kit allows pipe (or tubing) of various different wall thickness to be used depending on the severity of the wind at your site location.

Use the following table to determine the acceptable pipe size(s) for your tower and wind severity. In most locations structural steel tubing with a wall thickness of .065 inches is sufficient for the conditions and preferable in terms of cost and ease of assembly. Electrical conduit must be avoided for use in your tower assembly, since it is generally not designed for strength.

Use the following table for Pipe / Tubing wall thickness guidelines:

<u>Maximum Wind Speed</u>	<u>Recommended Wall Thickness</u>	<u>Pipe Schedule</u>
90 mph.	.065 inch (1.65 mm)	“Tubing”
100 mph.	.090 inch ( 2.3 mm)	Schedule 20
120 mph.	.140 inch ( 3.6 mm)	Schedule 40

Although the design of this tower kit will allow different wall thicknesses of pipe to be used in the same tower, we recommend that the same thickness pipe be used for both the upper and lower sections.

### Three Pieces Are Needed:

**24 foot** length of pipe for tower (wall thickness selected for local conditions)

**3 foot** length of pipe for tower (wall thickness selected for local conditions)

**6 foot** length of tubing for tower base (.065 in. wall thickness)

*\*\*\*\*In some areas there are subsidies and grants available for installing renewable energy systems. If you live in one of these areas and need an engineering analysis for this tower assembly to satisfy your local authorities please contact us. We have an engineering analysis available for this tower kit.*

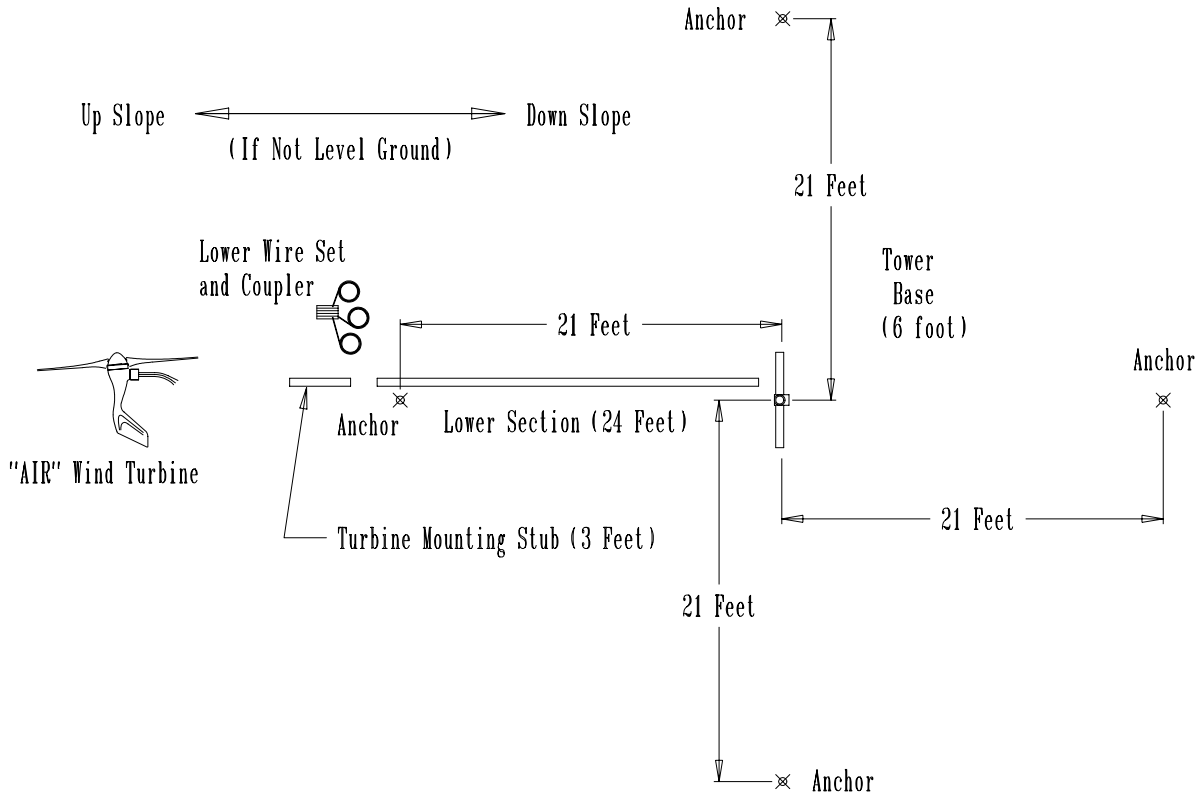
### **Step 3: Tower, Base and Anchor Layout**

This tower kit must be erected on a calm day (no wind). The tower base and anchors should be laid out as described in the drawing on page 8. As a time saver a piece of tape on the 24-foot length of tower pipe can be used as a measuring stick between the tower base and anchor locations.

The Tower will be assembled laying on the ground and then tilted up into position.

If the tower is being erected on the side of a hill it will be much easier to raise the tower if it is assembled to the uphill side of the base as it will already be part way up once it is assembled. In this case two opposing anchors should be at the same height on the hill as the tower base, one anchor should be directly uphill and one directly downhill from the tower base.

If the tower is to be erected on flat ground and there is a breeze blowing the tower should be assembled towards the wind if possible, so that the wind may help slightly as the tower is raised rather than working against you. If your tower is on the side of a hill *and* there is a breeze blowing ignore the breeze and assemble the tower on the uphill side.



Be sure that the anchor points and base position are in a line when sighted from anchor to anchor. This will insure that the forces on the guy wires are balanced properly, and will make final guy wire adjustments simpler and will help a great deal during the actual raising of the tower. The side anchors and tower base should also be at the same height. If either of these requirements is not met, **the guy wires will either tighten excessively or become excessively slack** as the tower is raised. If the guy wires tighten excessively **the tower may buckle** and collapse, **causing possible injury or even death** and at the very least, damage to both the tower and the turbine. Carefully read the section on raising the tower for further instructions on making the proper adjustments in these situations.



### Step 4: Guy Wire Anchor Installation

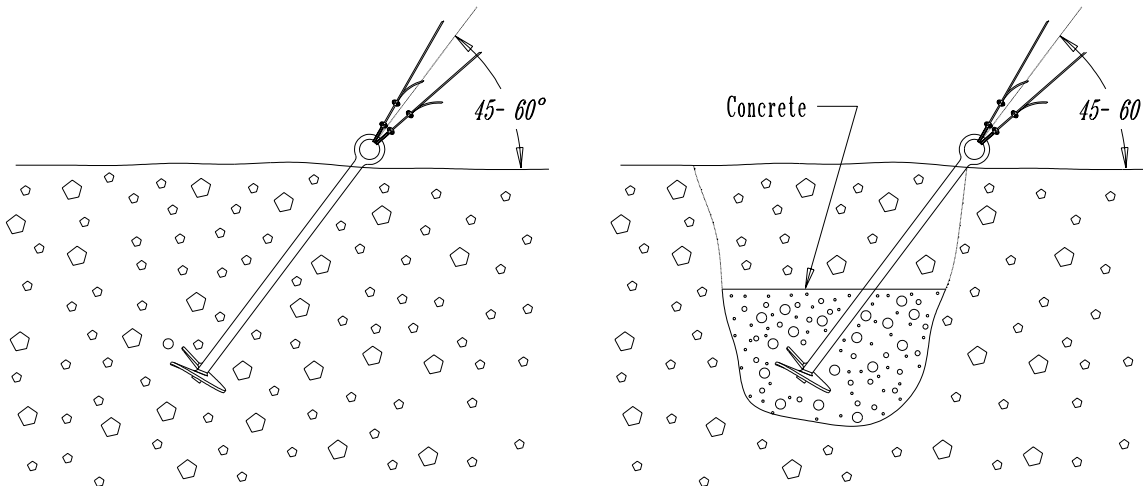
There are four types of anchors that are most commonly used with our towers; screw in “Auger” type anchors, hammer driven “duckbill” anchors, cast concrete anchors and expansion bolts (for use only in solid rock). **What anchor should be used depends on the soil type that the anchors will be placed in.** See the following table for our suggestions:

<u>Soil Type</u>	<u>Recommended Anchor</u>	<u>Alternatives</u>
Sand	Buried Concrete	None
Loose Gravel	Buried Concrete	None
Loam	Auger	Duckbill, Buried Concrete
Clay	Duckbill	Concrete
Rocky Soil	Duckbill	Auger, Buried Concrete
Gravelly Soil	Auger or Duckbill	Buried Concrete
Solid (Soft) Rock	Large, Long Expansion Bolt	Buried Concrete
Solid (Hard) Rock	Smaller Expansion Bolt	Large Eye Bolt + Cement None

**The loads on a single anchor can exceed 500 lb. in a 100-mph gale.** Make sure that the anchors chosen can withstand at least this much force or the tower will have to be lowered during storms. Augers and Duckbill anchors are frequently available at mobile home supply stores. We also sell augers from our factory, however when shipping costs are added they may be more expensive than if they are purchased locally. Expansion bolts for anchoring in solid rock can be purchased at most hardware stores.

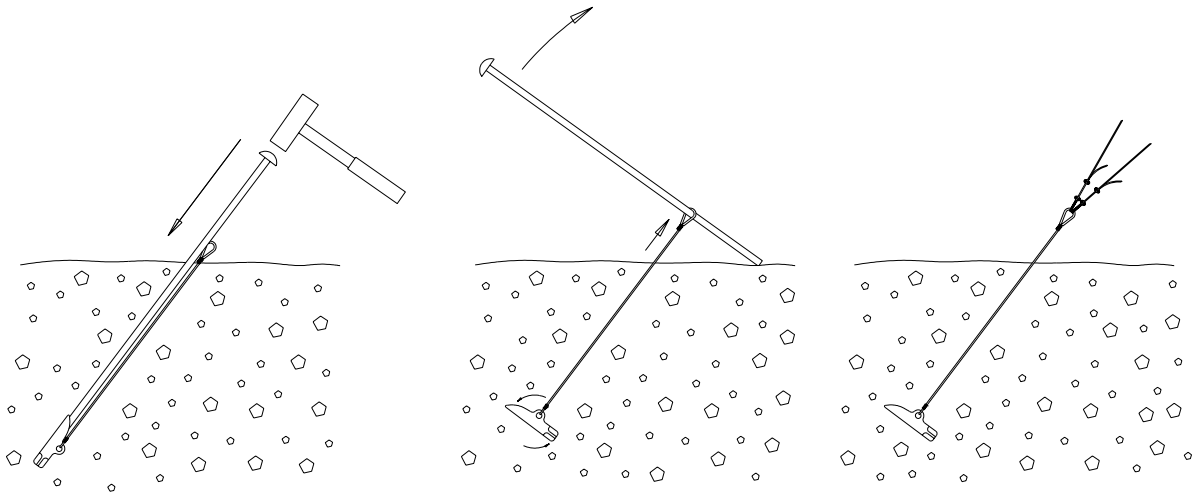
**Augers:** If the soil conditions make their use feasible, augers are the simplest anchors to install. Augers screw into the ground by use of a piece of wood, pipe or rod as a “cheater bar”. If a mistake is made or if the tower must be removed an auger can be “unscrewed” out of the ground and reused. Augers depend on the soil holding together for their strength and are not suitable for sand or loose gravel. If the soil is rocky or clay-like you may have difficulty screwing them in.

An auger is usually installed by screwing it straight into the ground a few inches to get it started and then tilting it to the desired angle and continuing. A substantial downward pressure is usually necessary to get an auger started. Screw the augers in as far as possible for the greatest strength.



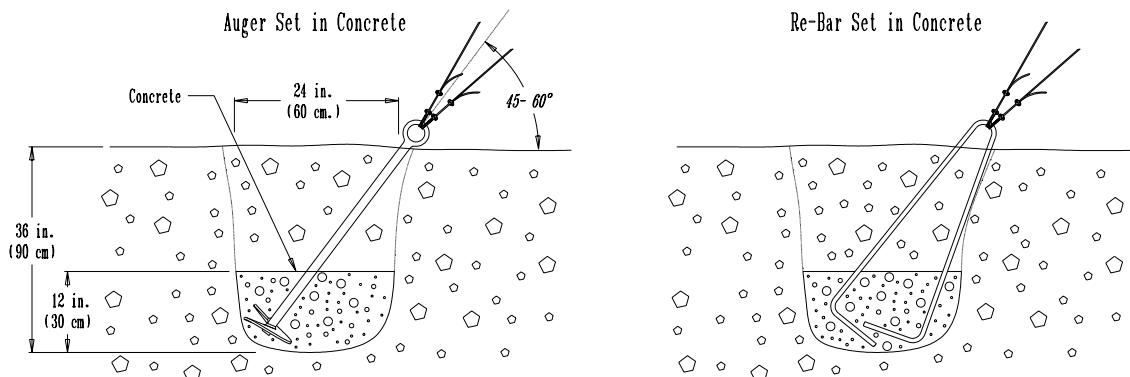
Augers depend on the ability of the soil to hold together for their strength. If augers can not be screwed in, simply digging a hole and burying them will not work. We recommend buying augers, and if they can not be screwed in properly, a hole can be dug and the auger cast in concrete. This will provide a good loop for guy wire attachment and make an excellent anchor in the concrete.

**Duckbill Anchors:** Duckbill anchors consist of an anchor attached to a cable with a loop on the end. They are driven into the ground using an anchor driver, which is a steel rod with either an enlarged striking surface (for a large hammer) or an attachment for a jackhammer or impact driver. The rod fits into the anchor and holds it straight while it is being driven into the ground. Once the anchor is sufficiently deep in the ground, the driver is withdrawn and the anchor cable is pulled a short distance to “set” the anchor. As the anchor is being set it will rotate perpendicular to the hole made as it was driven in, making it very difficult to move any further.



*Please note: Once a duckbill anchor is set in place, it can only be removed by digging it out.*

**Buried Concrete:** A buried concrete anchor may be the only solution if the ground is loose gravel or sand or if it is too rocky for an auger or duckbill to be driven in,. Buried concrete anchors will work in any situation other than solid rock. A hole must be dug in the ground at the desired anchor point. One good tactic is to purchase either augers or duckbills and if they can not be used as intended, then dig holes and cast them in concrete. Otherwise some other means of attachment must be created for the guy wires, such as a loop of steel bar (re-bar) or chain.

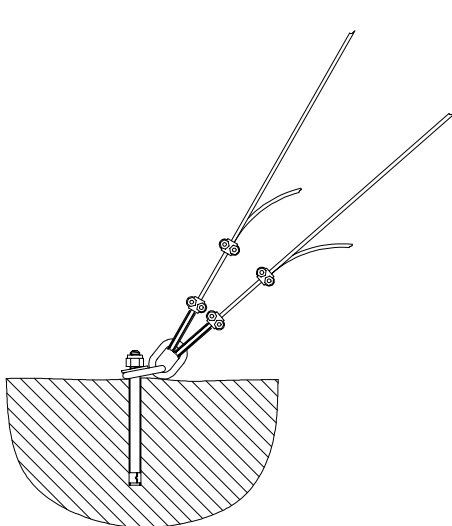


Holes for concrete anchors should be at least 2 feet in diameter and at least 3 feet deep. The attachment should be placed in the hole and concrete or cement poured around it to a depth of at least 1 foot. Once the concrete has set it should be buried before use.

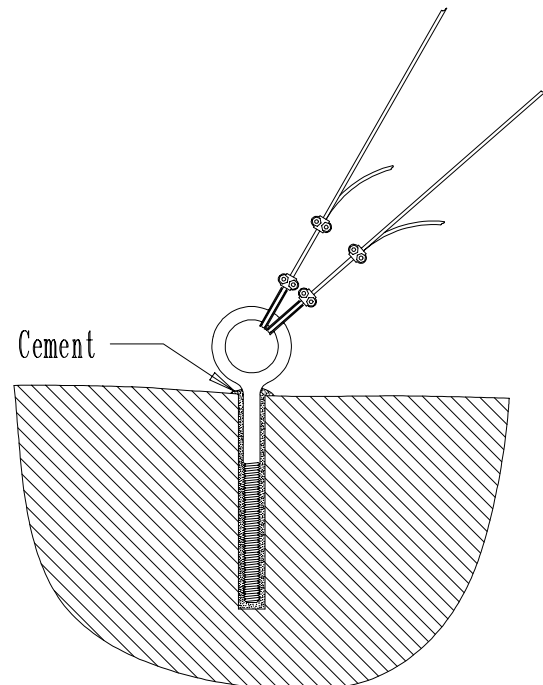
**Anchoring in Rock:** If your tower site has large rocks around it or is located on solid rock, expansion bolts in the rock may be the best means of anchoring your guy wires and base tube. A hole is drilled into the rock and the bolt is placed in the hole with an attachment hanger, a piece of chain or other loop to connect to the guy wires.

For expansion bolts to work properly the rock must be of good quality and not fracture easily. If the rock quality is poor a larger deeper hole can be drilled and a large eye-bolt cemented into it. For very hard rock such as granite and basalt, a ¼ inch diameter bolt 1 ½-inch deep can be used. For slightly softer rock such as dacite, welded tufts and some denser varieties of sandstone, a 3/8-inch diameter or larger bolt at least 3 to 4 inches deep can be used.

For softer types of rock, such as sandstone or limestone, a hole 1 inch diameter and 8 inches deep can be drilled and an eye-bolt 5/8 inch in diameter cemented into it. If cement is to be used, it should be mixed just thin enough to pour and poured into the hole before the bolt is installed. This will help to insure that the cement goes to the bottom of the hole and help prevent bubbles that may compromise the strength of the attachment. If expansion bolts are to be used, follow the instructions supplied with the bolts. There are several different types of expansion bolts that are installed using different methods.



Anchor For Hard Rock

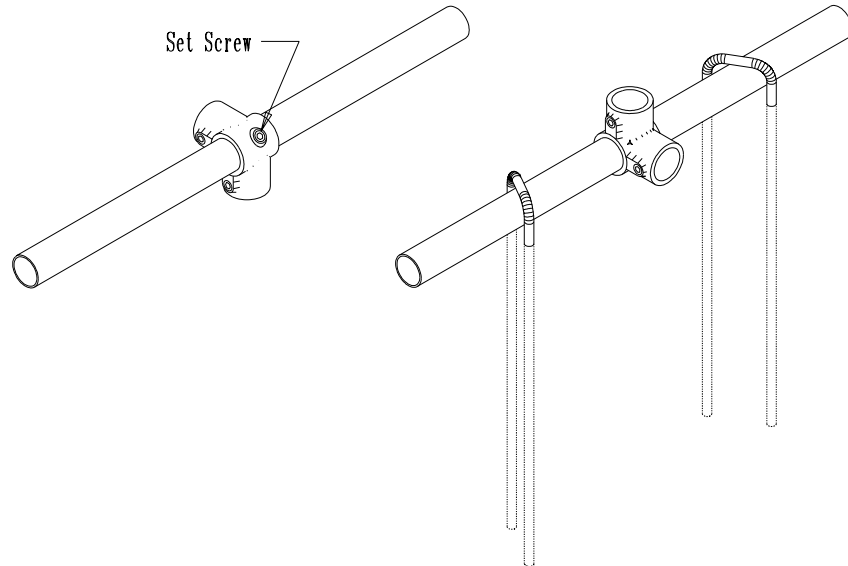


Anchor For Soft Rock

### Step 5: Tower Base Assembly

To assemble the base, a 6 foot long piece of tower tubing is positioned half way through the base tee as shown in the drawing below and the set screw tightened to hold it in position (use the 5/16 inch allen wrench included with your turbine).

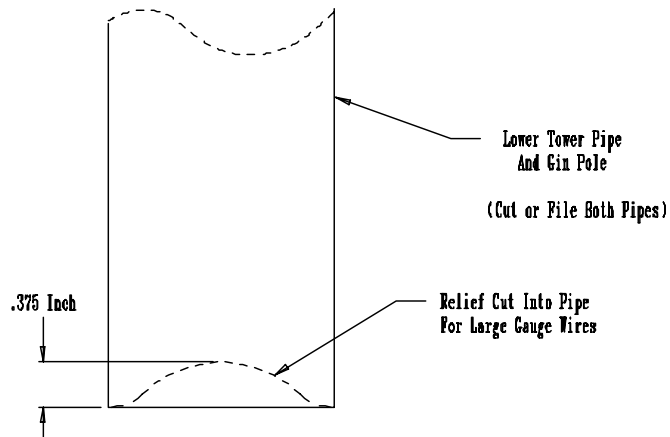
The base “T” should now be placed on the position chosen for the base of the tower, perpendicular to the direction that the tower will be raised. Once assembled, the tower will pivot on the base tube as it is raised into position.



Depending on the nature of the soil at the site, the ground staples (included) should be driven or cemented into the ground so that the base tube is captured. If cement pads are to be used, the base tube can be supported at its ends and used to hold the staples while the cement is setting. If the base is to be on solid hard rock, expansion bolts and chain should be used in place of the staples. For softer rock the staples can be cut shorter and cemented into holes drilled in the rock.

### Step 6: Assembly of Tower and Turbine

*Note: If larger than 6 gauge electrical wire is to be used, it may be necessary to cut or file a relief in the bottom of the lower tower pipe section for increased wire clearance. This should be done before proceeding. Make sure that the inside edge of the tower pipe is smooth and free of burrs that could damage the electrical wires (see figure on page 13).*



The basic method you will be using to raise the tower will involve assembling the tower on the ground then raising the tower. Assembly of the tower begins as follows:

- 1) The electrical wires for the turbine should be straightened and cut a couple of feet longer than the tower height.
- 2) Trim and strip the ends of the turbine wires so that the wires are staggered about 2 inches (red wire 12 inches, black wire 10 inches, green wire 8 inches).
- 3) Connect the electrical wires to the turbine wires using copper split bolts or by soldering the connections. Wrap each connection with a generous amount of electrical tape.
- 4) Extend the wires straight from the turbine and tape them together every 3 feet. They will be much easier to push through the pipe as a group than one at a time.
- 5) If pipe insulation is to be used on the wires, a short piece (6 inches) should be taped securely onto the wires every 3 feet or so. This will keep the wires from contacting the pipe and will minimize the turbine noise that is transmitted to the tower.
- 6) Slip the guy wire hanger (coupler) onto the lower tower pipe near its top (guy wires toward the bottom).
- 7) Push the wires down through the lower pipe section. If it is too difficult to push the wires, then slide a guy wire up through the pipe and tape the wires to it. Pull the wires through the pipe using the guy wire.
- 8) Mount the turbine to the turbine mounting stub section as described in the turbine owner's manual.
- 9) Position the turbine mounting stub and lower tower sections together and slide the guy wire hanger / coupler over the joint. Tighten the two bolts to 18-20 ft.\*lb. of torque.

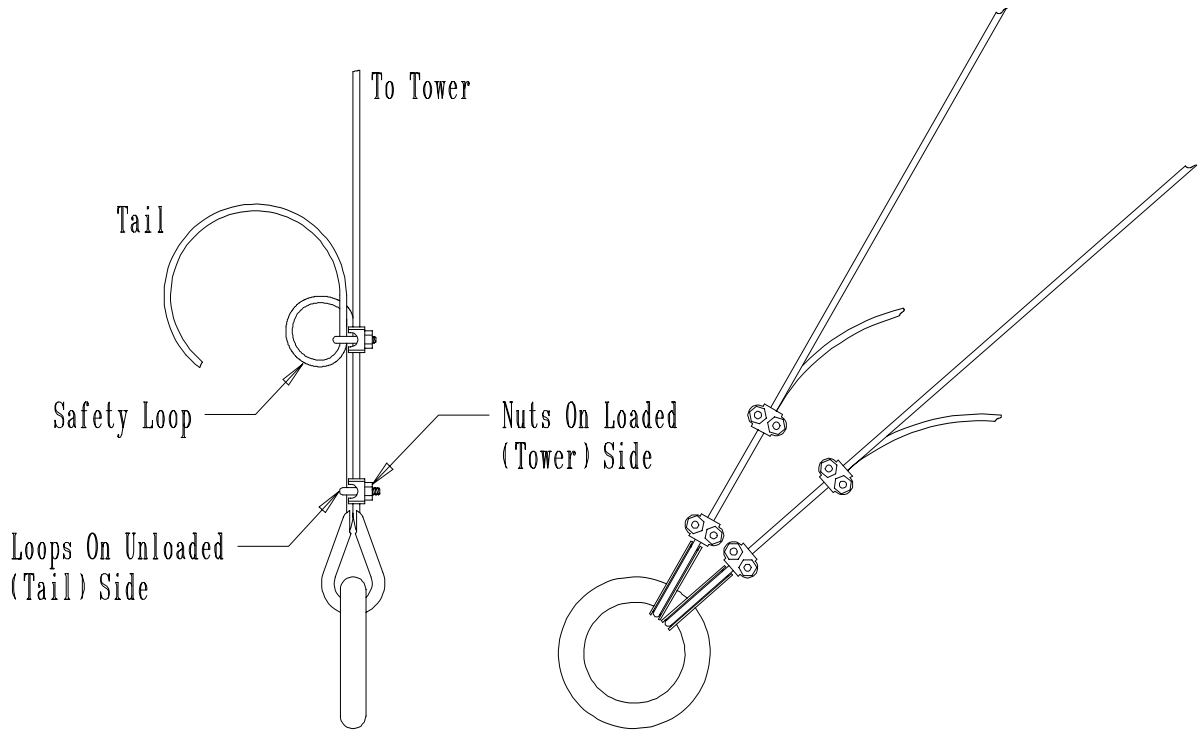
- 10) Run the turbine wires through the tower base and slide in the tower pipe. Tighten the set screw in the tower base to 8-10 ft.\*lb. of torque.

### **Step 7: Attaching Guy Wires to Anchors**

With the assembled tower laying on the ground the guy wires at the sides and rear of the tower should be attached now. Make sure that the bottom of the tower is positioned at the tower base so that the distances from the anchors to the guy wire attachment points on the tower will be the same as when the tower is vertical. Leave about 6 inches of slack in the wires to allow for any misalignment or unnoted elevation differences (the wires will be adjusted more precisely later). The side wires can be pulled to their anchors and attached using the wire rope thimbles provided with your tower kit.

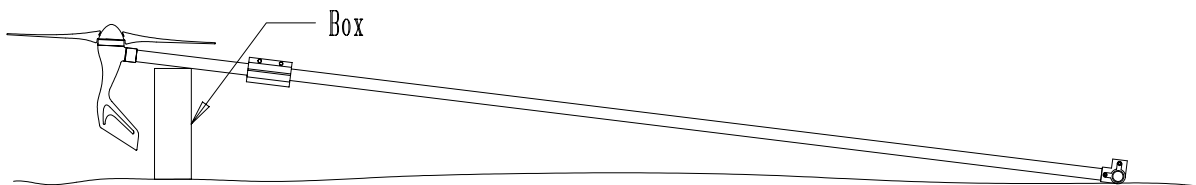
Note: The thimbles may need to be spread open to install them on your anchors. This can be done with a pair of pliers. Be sure to press the open end of the thimbles back together (with pliers) before attaching the guy wires.

The rear wire length can be estimated by pulling it to a side anchor and placing a piece of tape on the wire at the distance of the side anchor. The rear wire will then be attached to its respective anchor at the point marked by the tape. This should make its length approximately correct when the tower is up (again, it will be readjusted, so don't worry about a few inches one way or the other). **Make sure that none of the guy wires are crossed and that the side wires are straight without the rear wire crossed on top of them!** Run the tail of the guy wire through the second clamp twice, forming a safety loop (as shown on page 15). Attach the side and rear wires securely as shown in the drawing with two clamps on each wire. Use 6-8 ft.-lb. of torque on each nut. It is important (for good strength) that the saddle part of each clamp is on the loaded (tower) side of the guy wire.



**MAKE SURE THAT ALL GUY WIRES ARE SECURE BEFORE PROCEEDING !**

At this point the turbine should be propped up on a box, chair, stool or milk crate so that the blades are not damaged when they are installed. Mount the blades onto the turbine at this time.

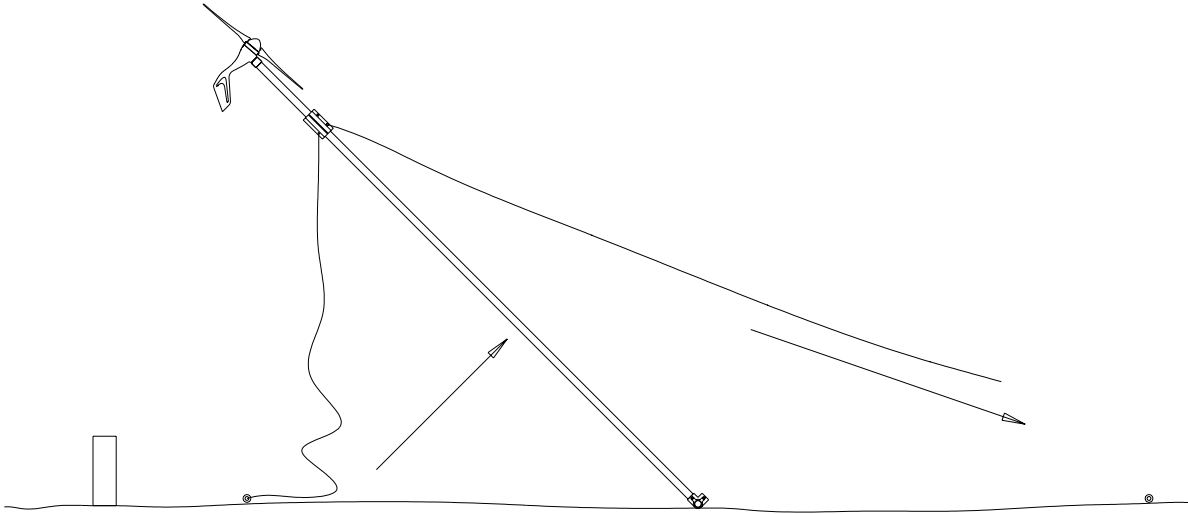


**MAKE SURE THAT ALL GUY WIRES ARE SECURE BEFORE PROCEEDING !**

**Step 8: Raising the Tower**

Before attempting to raise the tower be sure that all side and rear guy wire are attached and that all clamps are tight. Also be sure that the two bolts on the coupler are tight.

If two people are available one person should push the tower up into position while the other pulls by the unattached guy wire. With the tower off the ground a few feet make sure that all the wires are coming up cleanly. Be sure none of the wires are tangled and that the loops at the attachment points on the tower coupler are straight.



If the guy wires are too tight they may cause the tower to bow as it is raised. If this happens, lower the tower back to the ground and reduce the tension on the guy wires. Be sure to retighten the cable clamps before raising the tower. Once the tower is raised to vertical, attach the last guy wire to its anchor.

### **Step 9: Adjustment of Guy Wires**

First look to see if any of the guy wires are too tight and are causing the tower to bow.

If they are, then check to see which wire(s) are too tight (the wires act in pairs) and release the tension on one of the wires. To relieve tension on a wire, loosen the two cable clamps until the cable can be slid through them and let out some cable until there is no tension in the wire. It is easy to over tighten the guy wires, even by hand. The wires should only have the slack taken out with no real tension.

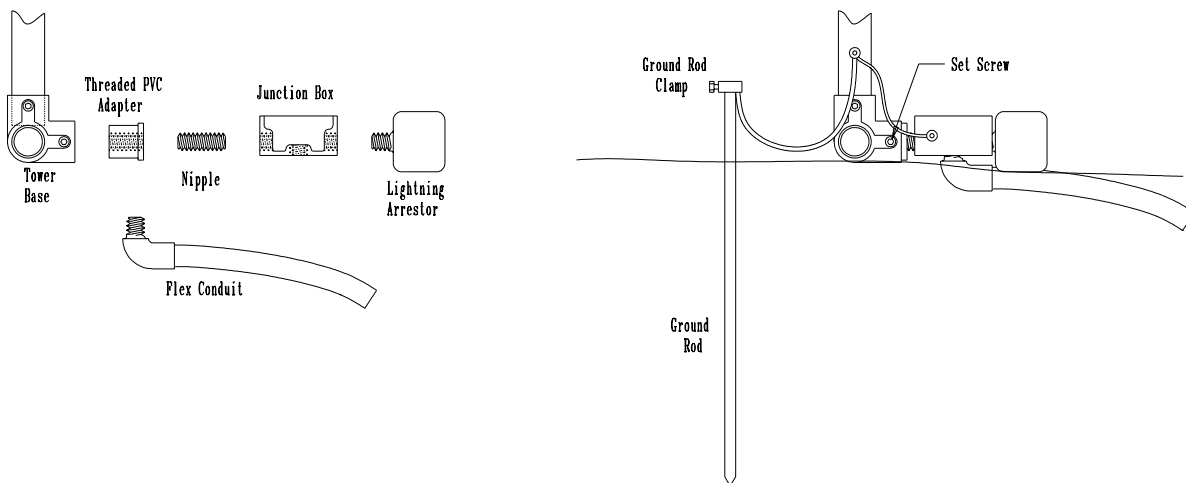
Now walk a short distance from the tower and look to see how straight it is. Focus on the angle of the tower and adjust the cables until the tower is straight up and down (a carpenter's level held against the tower can be helpful for this). To adjust the angle of the tower you will need to relax one wire and tighten the wire opposite to it. Repeat the process until the tower is straight.



Once the tower is straight, make sure that all the cable clamps are tight. If the tower is to be lowered, only undo the bolt side cable so that, when the tower is re-erected, only that cable will need to be readjusted.

### Step 10: Junction Box and Lightning Arrestor Installation

A junction box for the wire connections can be attached to the tower base. A lightning arrestor can be installed on this box as well. We recommend an all weather box approved for outdoor use and of sufficient size for the wires to be connected. This should be available from your local electrical supply store. For the wire connections we recommend copper split bolts also available from your local electrical supply store. One hole of the junction box should hold a short threaded nipple attached to 1 ½ in. (nominal size) CPVC pipe adapter. This adapter will fit into the base of the tower and can be locked in place with a set screw. The other two holes should hold the lightning arrestor (if used) and a flexible conduit connector to route the wires into the ground. Generally, direct burial wires are used from the batteries to the tower base. These wires should be buried from the batteries (or shed / house) out to the tower base where they are routed into the junction box. The wires coming out of the junction box should all be trimmed to about 5 in. The turbine wires and the lightning arrestor should all be stripped and connected together with the split bolts. Once connected, they should be thoroughly wrapped with electrical tape and the lid to the junction box secured.



### Grounding

To properly ground the tower to the earth a six to eight foot ground rod must be installed as close to the tower base as possible. A 10 gauge or larger wire should be firmly attached to the tower pipe near the bottom of the tower and clamped to the ground rod. The junction box should also be connected to this ground.

### Maintenance

Periodically check to see that the guy wire tension is set properly and that the cable clamps have not loosened. There is no other maintenance required for this tower system.

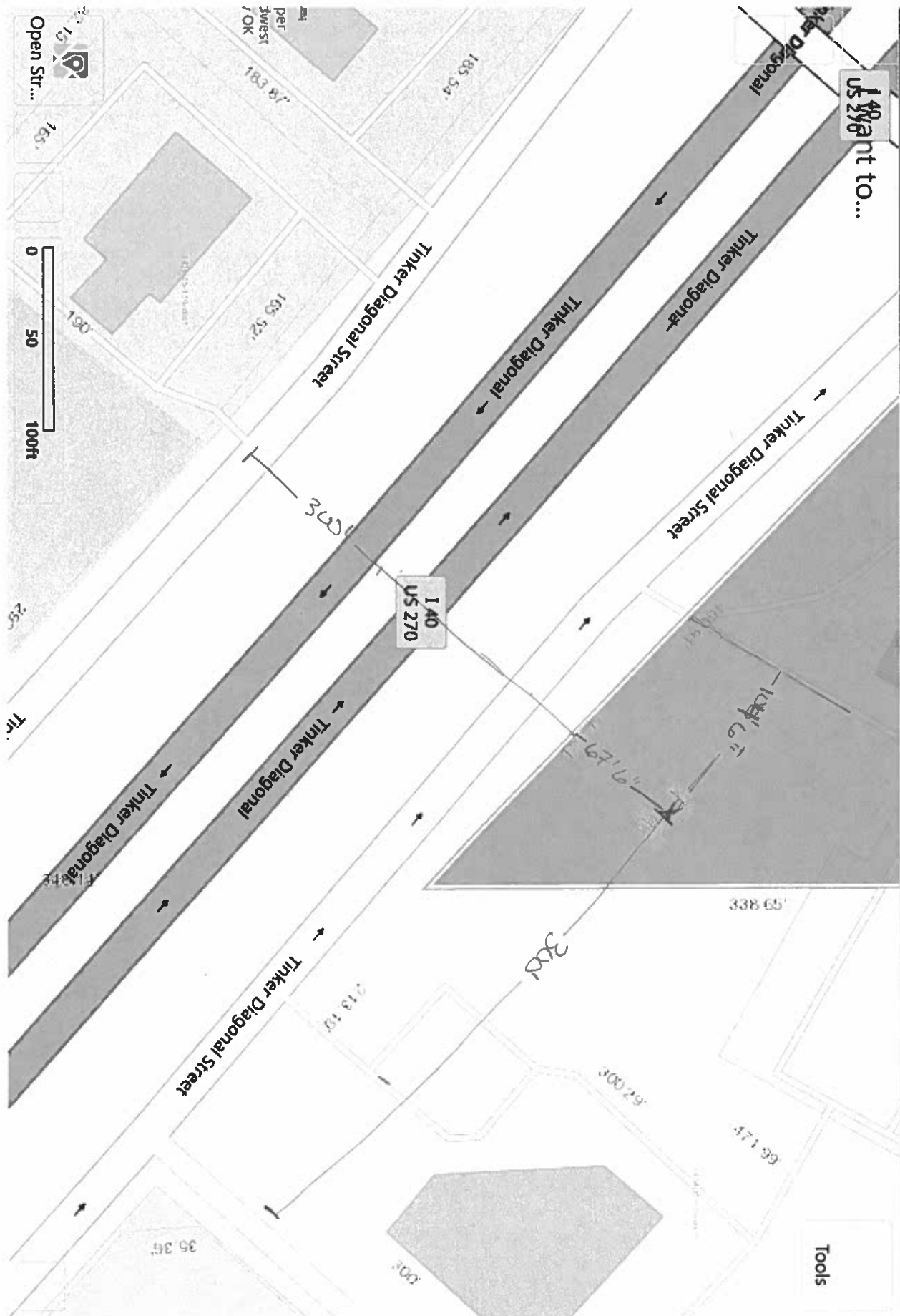
The solar and wind energy market is booming; there is a vast need for skilled laborers in Oklahoma, the US and around the world. Students that receive an education in renewable energy have an extremely high opportunity for employment with very competitive salaries (\$60,000 - \$180,000).

Rose State College would like to develop a class using the Renewable Energy Station and eventually create an Environmental Science Energy Management Option. This would give students the entry level skills to gain employment in this rapidly growing field. The renewable energy station covers 16 separate modules and teaches students the basics for solar and wind energy. The modules are as follows: Safety Precautions & procedures, Renewable Energy Basics, Solar Energy, Wind Energy, Solar Siting, Wind Siting, Storage Devices and Monitoring, Voltage Regulation and Monitoring, Energy Conversion and Distribution, System Design, System Troubleshooting, Energy Conservation, History Research, Careers in Renewable Energy, Design your own Hybrid System, & Problem Scenario – Build your Wind Turbine.

After completing this course students should be able to:

- Describe the various alternate energy solutions.
- Understand the hazards associated with the wind and solar energy module.
- Explain the pros and cons of wind and solar energy.
- Describe the basic history of wind and solar alternate energy.
- Test solar cells to determine their voltage and current outputs.
- Explain how a photovoltaic cell works.
- Use digital volt and ammeters to monitor system activities.
- Explain the difference between batteries connected in series, parallel and series-parallel.
- Explain the effects on voltage and current output when the system is loaded.
- Understand the procedures necessary to properly site a solar array.
- Draw a graph showing a solar cell's power curves.
- Use digital volt and ammeters to monitor system activities.
- Explain the difference between batteries connected in series, parallel and series-parallel.
- Explain the effects on voltage and current output when the system is loaded.
- Understand the procedures necessary to properly site a wind turbine and solar array.
- Draw a graph showing a solar cell's power curves and a wind generators power curves
- Use basic 5 step troubleshooting techniques to solve system faults.
- Design a basic hybrid renewable energy system.
- Describe some of the employment opportunities involving alternate energy.
- Identify various methods of storage devices.
- Apply math to calculate Power in watts produced by the wind turbine and photovoltaic cells.

Want to...  
US 270



# Approximate Location of WECS



### Legend

- ⋮ Address Points
- Parcel/Primary Address
- Primary Address
- Parcel/Seco... Address
- Secondary Address
- Parcel/Busin... Address
- Business Address
- Parcel/Unit Address
- Unit Address
- Cell Tower Address
- + Small Wireless Facility
- Unit Numbers
- Landmark
- Buildings
- Buildings
- Parcels



**1 in = 94 ft**  
 when printed actual size  
 on 8-1/2"x11" paper

### DISCLAIMER

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.

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: November 21<sup>st</sup>, 2019

Subject: Engineering staff comments for pc-2033 application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2033:**

Note: No engineering improvements are required with this application.

**Water Supply and Distribution**

An eight (8) inch public water main is located along the I-40 Frontage Road as well as a twelve (12) inch public water main that runs along the west side of Hudiburg Drive. All the existing buildings in the area of request are currently on City water, therefore water line improvements are not required as outlined in Municipal Code 43-32.

**Sanitary Sewerage Collection and Disposal**

Multiple public sewer mains are located within or bordering area of request. The public sewer main is accessible and all the existing buildings are 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 off I-40 Frontage Road and Hudiburg Drive. Hudiburg Drive is classified as an existing collector in the 2008 Comprehensive Plan.

**Drainage and Flood Control, Wetlands, and Sediment Control**

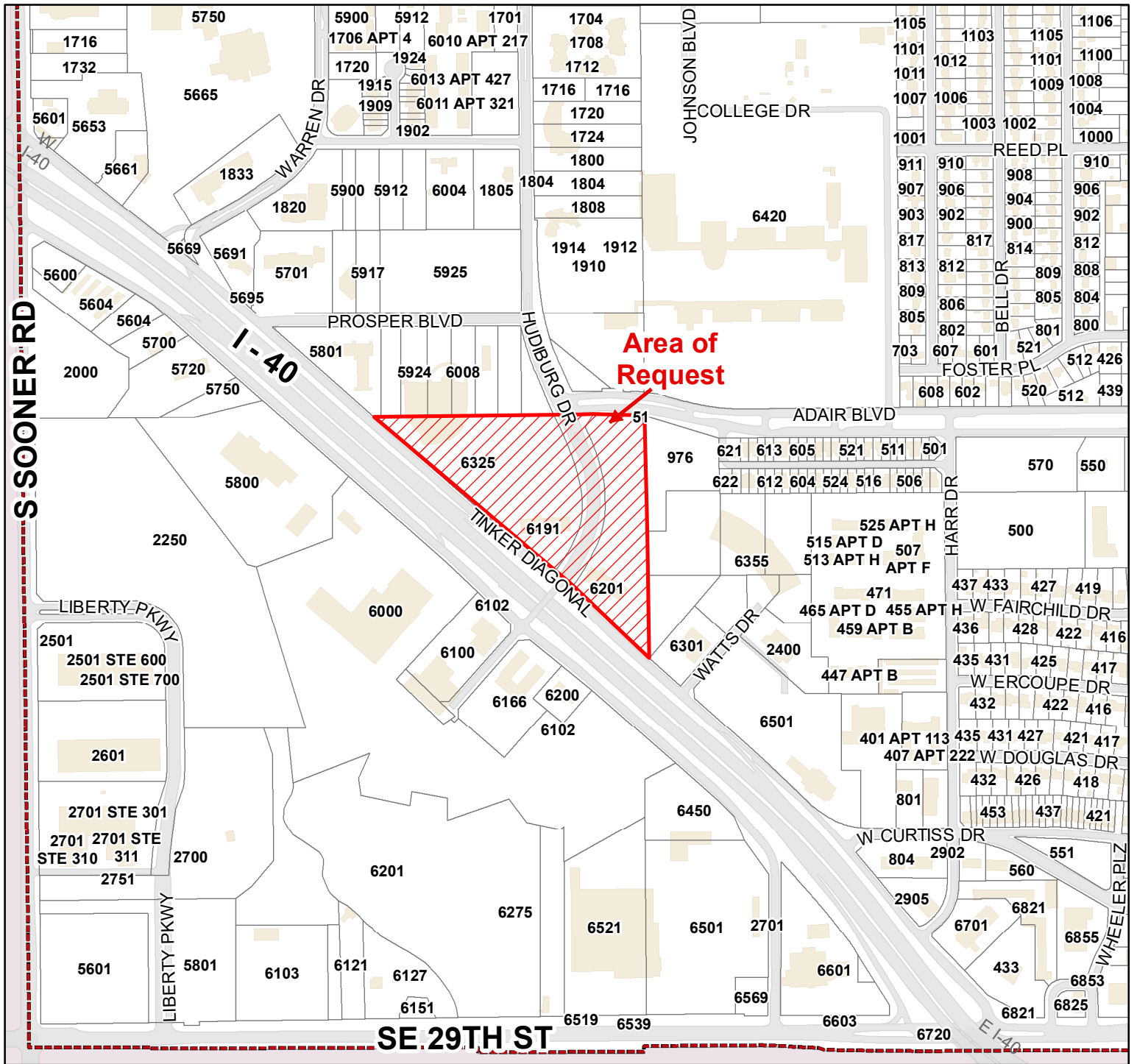
The area of request is developed with houses already established.

The area of request is shown to be in an "Area of Minimal Flood Hazard" meaning no floodplain on Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18<sup>th</sup>, 2009.

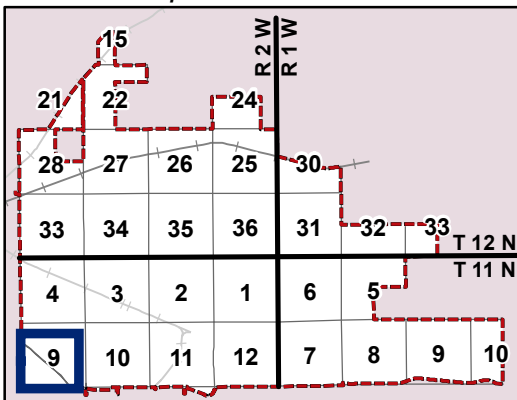
Drainage and detention improvements are not required with this application.

**Easements and Right-of-Way**

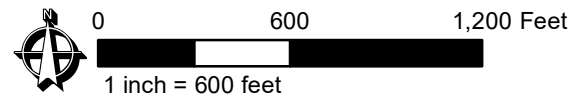
No further easements or right of way would be required with this application.



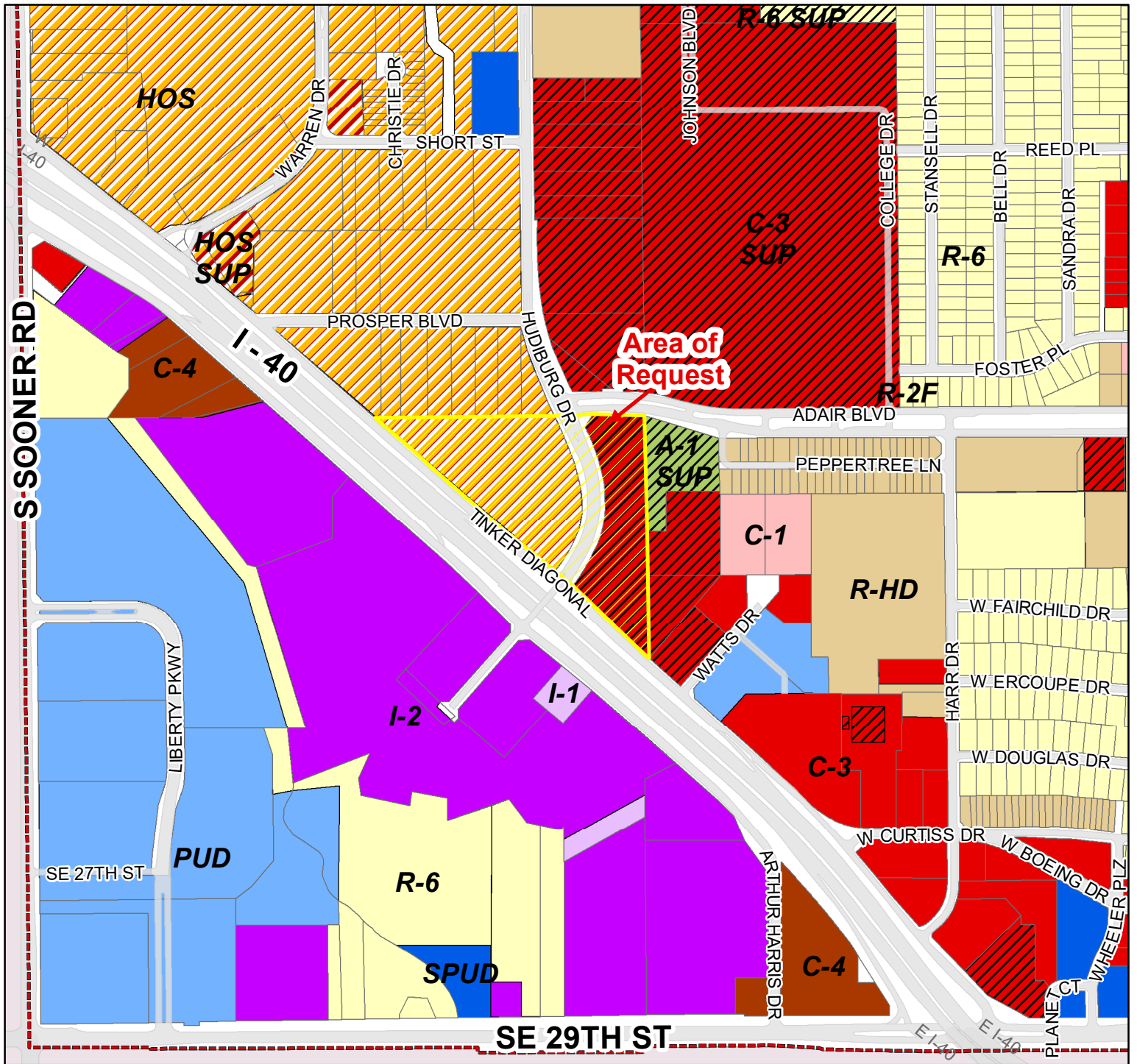
Locator Map



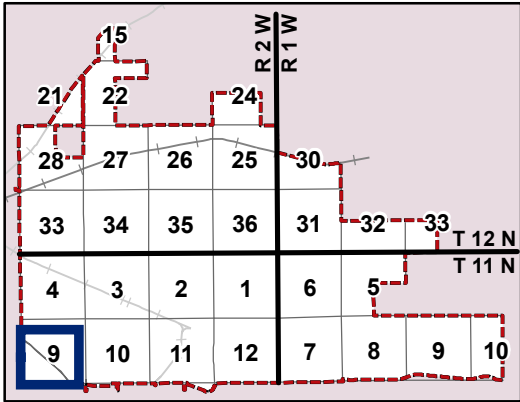
**2019 NEARMAP AERIAL VIEW FOR  
PC-2033  
(SW/4, Sec. 9, T11N, R2W)**



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.



Locator Map



Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-2 SUP	O-2 SUP	R-HD SUP
C-3	R-6	R-MH-1
C-3 SUP	R-6 SUP	R-MH-2
C-4	R-8	PUD
C-4 SUP	R-10	SPUD
I-1	R-22	HOS
I-2		HOS SUP

## ZONING MAP FOR PC-2033 (SW/4, Sec. 9, T11N, R2W)



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1 **PC-2033**

2 **RESOLUTION NO. \_\_\_\_\_**

3 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE USE OF A**  
4 **WIND ENERGY CONVERSION SYSTEM (WECS) AND DIRECTING AMENDMENT**  
5 **OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICA-**  
6 **TION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR RE-**  
7 **PEALER AND SEVERABILITY**

8 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described  
9 property with a classification of **C-3 and HOS**:

10 AN UNPLATTED PART OF SECTION 9, T11N, R2W, 000 000, PT SW4 OF SEC-  
11 TION 9 T11N, R2W BEG NE/C OF SW4 THENCE S1007.90FT, NWLY 1516.91FT, E  
12 1150FT TO BEG EX THAT PT TO CITY EXEMPT

13 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use  
14 Permit for said property.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**  
16 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

17 That the above described property located in Midwest City, Oklahoma be and is  
18 hereby granted a Special Use Permit to allow the use of **Wind Energy Conversion Sys-**  
19 **tem (WECS).**

20 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-  
21 homa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

22 THE CITY OF MIDWEST CITY, OKLA-  
23 HOMA

24 \_\_\_\_\_  
25 MATTHEW D. DUKES III, Mayor

26 ATTEST:

27 \_\_\_\_\_  
28 SARA HANCOCK, City Clerk

29 **APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

30 \_\_\_\_\_  
Heather Poole, City Attorney





The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

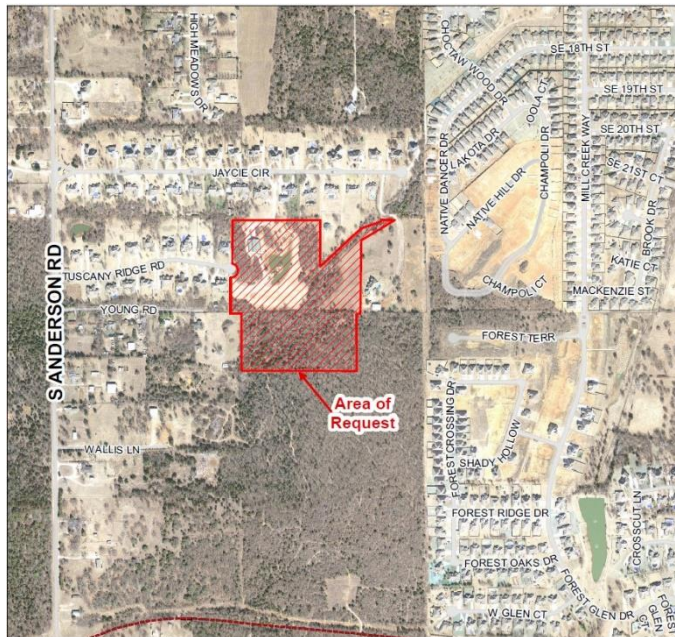
**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** January 14, 2020

**Subject:** (PC – 2034) Discussion and consideration of approval of the proposed final plat of Tuscan Ridge Section II, described as a part of the NW/4 of Section 9, T11N, R1W, of the Indian Meridian, Midwest City, OK.

**Executive Summary:** This item is a request to approve the final plat of Tuscan Ridge Section II. The preliminary plat was approved May 28, 2019. This plat subdivides an existing lot in the original Tuscan Ridge Addition from one (1) lot into two (2) lots and creates two (2) additional new lots. The proposed lots exceed the minimum lot size in the R-6, Single Family Residential zoning district. A public water extension, private street extension and fire hydrant are requirements of this plat. The water line and hydrant have been installed. As of this writing, staff is waiting for the developer to provide as-builts of the improvements. A private street extension has been completed and approved. Waivers to sidewalk and sanitary sewer improvements were approved with the preliminary plat.



Sanitary sewer services are not currently available to the existing lots in Tuscan Ridge. A portion of the trees that were supposed to remain on the area throughout the platting process have been removed, specifically in the area of Lot 10B. Although the trees should have remained throughout the platting process, they were likely removed at the same time as the trees that were removed for the road and water line and would have been allowed to be removed following the final plat approval for the building pad site. Council should consider requiring a minimum of five (5) replacement

trees as a requirement for the building permit. According to the Subdivision Regulations, this final plat must be acted on by the City Council within 60 days of the Planning Commission action, that deadline is January 31, 2020. Action is at the discretion of the City Council.

**Dates of Hearing:** Planning Commission –December 3, 2019  
City Council – January 14, 2020

**Council Ward:** Ward 6, Jeff Moore

**Owner/Applicant:** Christensen Family

**Engineer:** Cedar Creek Engineering

**Size:**

The area of request has a frontage along a proposed extension of Tuscany Ridge Road and contains an area of approximately 19.87 acres.

**Zoning Districts:**

Area of Request – PUD, Planned Unit Development

North – PUD, Planned Unit Development

South and East – R-6, Single Family Detached Residential

West – R-6, Single Family Detached Residential and PUD, Planned Unit Development

**Land Use:**

Area of Request – site of one single family residence

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.

38-19 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 was zoned R6, Single Family Residential with the adoption of the 1986 Zoning Ordinance and Map.
2. A majority of the property was rezoned to a PUD in February 2005 under PC-1578.
3. A PUD amendment was approved in March 2019 to allow the extension of the existing Tuscany Ridge PUD (PC-1984).
4. The preliminary plat for Tuscany Ridge II was approved in May of 2019 (PC-1994).
5. The Planning Commission recommended approval of this item December 3, 2019.

**Fire Marshal's report:**

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

**Engineer's Comments:**

Note: This application is for a final plat of the Tuscany Ridge Section II adjoining Tuscany Ridge located off Anderson Road. At the time of preliminary platting, waivers were granted for sidewalk improvements and sanitary sewer extension.

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of or obtain a waiver to any required public improvements prior to the final plat application. As of this memo, we are still awaiting the developer providing As-builts of the improvements.

Public water has already been installed and inspected per City Standards.

The construction of the Tuscany Ridge Road is complete and was inspected per City Standards. Tuscany Ridge Road is a privately maintained roadway.

The applicant received a waiver for Sanitary Sewer from City Council.

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.

**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.

**Staff Comments:**

The purpose of this final plat is to subdivide one (1) existing lot, platted as Lot 10 of the Tuscany Ridge subdivision, into two (2) lots and create two (2) additional lots. Each lot is zoned for single family residential development. All development must meet the requirements of the PUD approved in March 2019.

During the preliminary plat review in May 2019, waivers were approved for a sanitary sewer extension and sidewalks. A water line extension, private road extension and fire hydrant were requirements of the preliminary plat. The water line and fire hydrant and private street extension have been installed and accepted.

The density for this development is less than one (1) dwelling unit per acre so there is no requirement for Park Land Dedication.

Section 38-53.4 of the 2012 Midwest City Subdivision Regulations required the applicant to submit a Tree Canopy Management Plan with the preliminary plat application. The applicant has provided this plan. The Subdivision Regulations allow developers to preserve trees with two (2) options.

January 14, 2020

The first option is standard compliance wherein the applicant may only remove trees from proposed street right-of-ways, proposed utility easements and proposed areas for site features required by the Subdivision Regulations. The second option allows the developer to create a cluster development, preserving trees in designated open spaces.

The applicant chose to pursue the first option, standard compliance. Under this requirement of the code, the applicant may only remove trees from the proposed right-of-ways, easements, and areas of site features. All other trees on the lot must remain through the entire platting process.

Staff has visited the site and while a majority of the trees remain, the applicant has removed trees within the area of proposed Lot 10B that, according to the approved tree canopy management plan, should have been left as is throughout the entire platting process. Lot 10B is intended for the development of a single family home and following approval of the final plat, trees would be allowed to be removed for the building pad site. Council should consider requiring that a minimum of five (5) trees be planted on Lot 10B as a requirement of the building permit. The building permit must show the proposed trees and the trees should be planted prior to issuance of a Certificate of Occupancy for the home.

Action is at the discretion of the City Council.

**Action Required:** Approve or reject the Tuscan Ridge Section II Final Plat located on the property as noted herein, subject to the staff comments and found in the January 14, 2020 agenda packet and made a part of PC- 2034 file.



Billy Harless, AICP  
Community Development Director

KG



**Midwest City Fire Department**

8201 E. Reno Avenue

Midwest City, OK 73110

**Office** 405.739.1340

**Fax** 405.739.1384

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Re: PC-2034

PC-2034 is an application for the Final Plat of Tuscany Ridge Section II. The preliminary plat was approved in May of 2019. A water line extension, private street extension and fire hydrant were required with the preliminary plat.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Duane Helmberger  
Fire Marshal  
Midwest City Fire Department

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: January 6<sup>th</sup>, 2020

Subject: Engineering staff comments for pc-2034 final plat application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2034:**

Note: This application is for a final plat of the Tuscany Ridge Section II adjoining Tuscany Ridge located off Anderson Road. At the time of preliminary platting, waivers were granted for sidewalk improvements and sanitary sewer extension.

**Public Improvements**

The Subdivision Regulations pertaining to this application require the applicant complete the installation of or obtain a waiver to any required public improvements prior to the final plat application. As of this memo, we are still awaiting the developer providing As-builts of the improvements.

Public water has already been installed and inspected per City Standards.

The construction of the Tuscany Ridge Road is complete and was inspected per City Standards. Tuscany Ridge Road is a privately maintained roadway.

The applicant received a waiver for Sanitary Sewer from City Council.

**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.

**OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: That CJB Holdings, LLC, hereby certifies that it is the owner of a portion of the land shown on the Tuscany Ridge Lot 10, an addition to The City of Midwest City, Oklahoma County, Oklahoma. That it has caused the same to be surveyed and platted into lots, blocks, streets and easements, as shown on said annexed plat, which said annexed plat represents a correct survey of all property included, therein, under the name of Tuscany Ridge Lot 10, an addition to The City of Midwest City, Oklahoma County, Oklahoma.

It further certifies that it is the owner of a portion of land included in the above mentioned plat, and it does, hereby, dedicate all streets and easements as shown on said annexed plat to the public for use as public streets, and drainage and utility easements for their heirs, executors, administrators, successors and assigns forever and shall cause the same to be released from all encumbrances so that title is clear.

In witness whereof, the undersigned have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CJB Holdings, LLC 12300

Bobby Christensen, MANAGER

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )

Before me, the undersigned Notary Public, in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed, as \_\_\_\_\_, and duly acknowledged to me that he executed the same as the free and voluntary act and deed of himself and as the free and voluntary act and deed of said company.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

**LAND SURVEYOR'S CERTIFICATE**

I, TROY DEE, do hereby certify that I am a REGISTERED PROFESSIONAL LAND SURVEYOR, and that the annexed plat represents a survey made under my direction, and that the monuments noted hereon actually exist and their positions are correctly shown on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

I further certify that said annexed plat complies with Requirements of Senate Bill 377, Section 518 as amended and that this plot of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors

TROY DEE, P.L.S. 1745

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared TROY DEE, to me known to be the identical person who executed the above instrument and acknowledged to me that she executed the same as her free and voluntary act and deed. Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

**LEGAL DESCRIPTION**

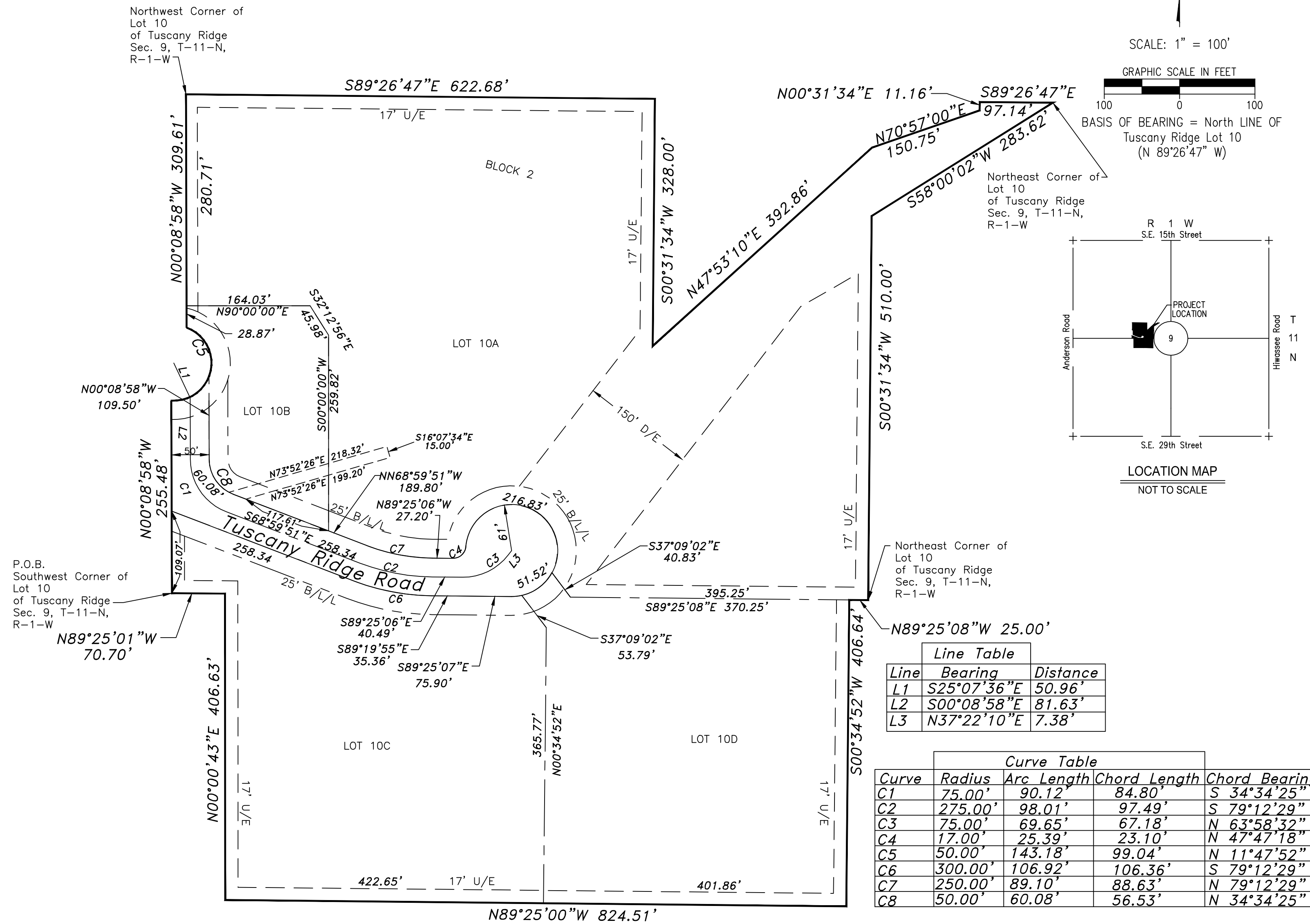
A tract of land lying in Lot Ten (10) of Tuscany Ridge and the East Half (E/2) of the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West, of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at the Southwest corner of said Lot Ten (10) of Tuscany Ridge; Thence N00°08'58"W along the West line of said Lot 10 a distance of 255.48 feet; Thence along a curve to the left having a radius of 50.00 feet and a chord bearing of N11°47'52"E and a chord length of 99.04 feet for an arc length of 143.18 feet; Thence N00°08'58"W along the West line of said Lot 10 a distance of 309.61 feet to the Northwest corner of said Lot 10; Thence S89°26'47"E along said North line of Lot 10 a distance of 622.68 feet; Thence S00°31'34"W a distance of 328.00 feet; Thence N47°53'10"E a distance of 392.86 feet; Thence N70°57'00"E a distance of 150.75 feet; Thence N00°31'34"E a distance of 11.16 feet to a point on the North line of said Lot 10; Thence S89°26'47"E along the North line of said Lot 10 a distance of 97.14 feet to the Northeast corner of said Lot 10; Thence S58°00'02"W a distance of 283.62 feet to a point on the East line of said Lot 10; Thence S00°31'34"W along the East line of said Lot 10 a distance of 510.00 feet to the Southeast corner of said Lot 10; Thence N89°25'08"W along the South line of said Lot 10 a distance of 25.00 feet; Thence S00°34'52"W a distance of 406.64 feet; Thence N89°25'00"W a distance of 824.51 feet; Thence N00°00'43"E a distance of 406.63 feet to a point on the South line of said Lot 10; Thence N89°25'01"W along the South line of said Lot 10 a distance of 70.70 feet to the Southwest corner of said Lot 10 and to the Point of Beginning.

Said tract contains 897,204.27 Square Feet or 20.60 Acres, more or less.

# TUSCANY RIDGE SECTION II

## A replat of Lot 10 in Tuscany Ridge and Part of the SW/4 Midwest City, Oklahoma County, Oklahoma



**BONDED ABTRACTOR'S CERTIFICATE**

The undersigned, a duly qualified and lawfully bonded abstractor of titles, in and for Oklahoma County, State of Oklahoma, hereby certifies that the records of said county show that the title to the land on this annexed plat is vested as shown hereon, and that there are no actions pending or judgments of any nature in any court or on file with the Clerk of any court in said county and state against said land, or the owner thereof, and that the taxes are paid for the year 20\_\_\_\_ and prior years, that there are no outstanding tax sales certificates against said land, and no tax deeds are issued to any person, that there are no liens, mortgages, or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted

In witness whereof said bonded abstractor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Abstract Company

Secretary

Title

**ACCEPTANCE OF DEDICATION BY THE CITY COUNCIL**

Be it resolved by the council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat are hereby accepted. Adopted by the Council of City of Midwest City, Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CITY CLERK

MAYOR

**COUNTY TREASURER'S CERTIFICATE**

I, \_\_\_\_\_ do hereby certify that I am the duly elected, qualified and acting County Treasurer of the City of Midwest City, State of Oklahoma, that the tax records of said county show all taxes are paid for the year 20\_\_\_\_ and prior years on the land shown on the annexed plat.

In witness whereof, said county treasurer has caused this instrument to be executed at the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY TREASURER

**CERTIFICATE OF CITY CLERK**

I, \_\_\_\_\_ City Clerk of the City of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that I have examined the records of said city and find that all deferred payments or unreturned installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK

**ACCEPTANCE OF DEDICATION BY CITY COUNCIL**

Be it hereby resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat, an addition to the City of Midwest City, Oklahoma is hereby accepted.

Adopted by the Council of the City of Midwest City, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved by the Council of the City of Midwest City, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

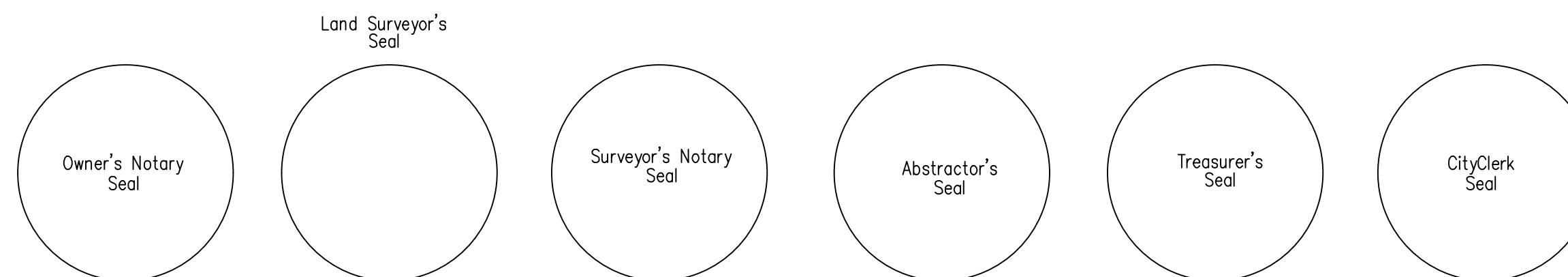
**CITY PLANNING COMMISSION APPROVAL**

I, \_\_\_\_\_, Chairman of the City Planning Commission for the City of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN

**NOTES**

- THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.
- CENTERLINE OF RIGHT-OF-WAY MONUMENTS SHALL BE AS FOLLOWS:  
MAGNETIC NAIL WITH WASHER STAMPED "GOLDEN CA7263"
- PROPERTY CORNER MONUMENTS SHALL BE:  
3/8" IRON ROD WITH A PLASTIC CAP STAMPED "GOLDEN CA7263"



AMMENDED PLAT

*Golden Land Surveying*  
920 N.W. 139th St. Pkwy, Oklahoma City, Oklahoma 73013  
C.A.# 7263 / Exp. Date =6/30/2020  
Telephone: (405) 802-7883 Job No:181186  
troy@goldens.com

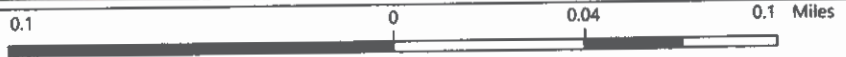


**AREA OF TREES TO BE REMOVED FOR PUBLIC IMPROVEMENTS**

- Legend**
- Sections (>1:40,000)
  - Parcels
  - OK County Boundary

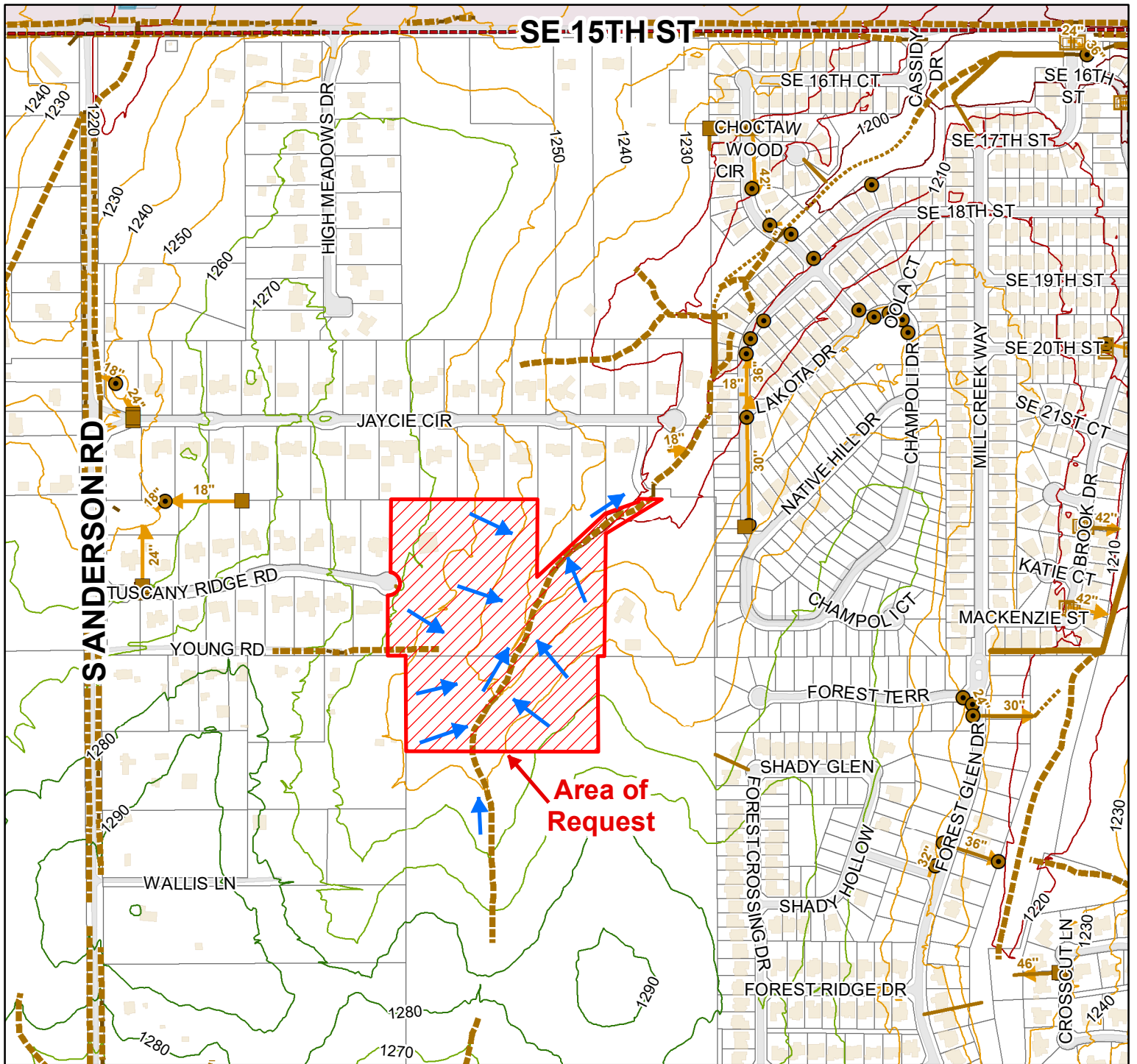
**TREE CANOPY MANAGEMENT PLAN APPROVED WITH PRELIMINARY PLAT**

1: 2,257

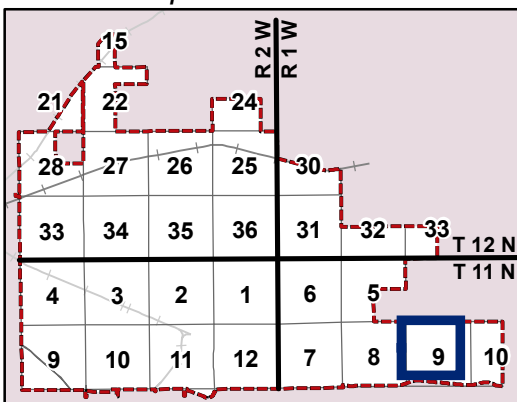


**Notes**  
Enter Map Description





Locator Map



- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

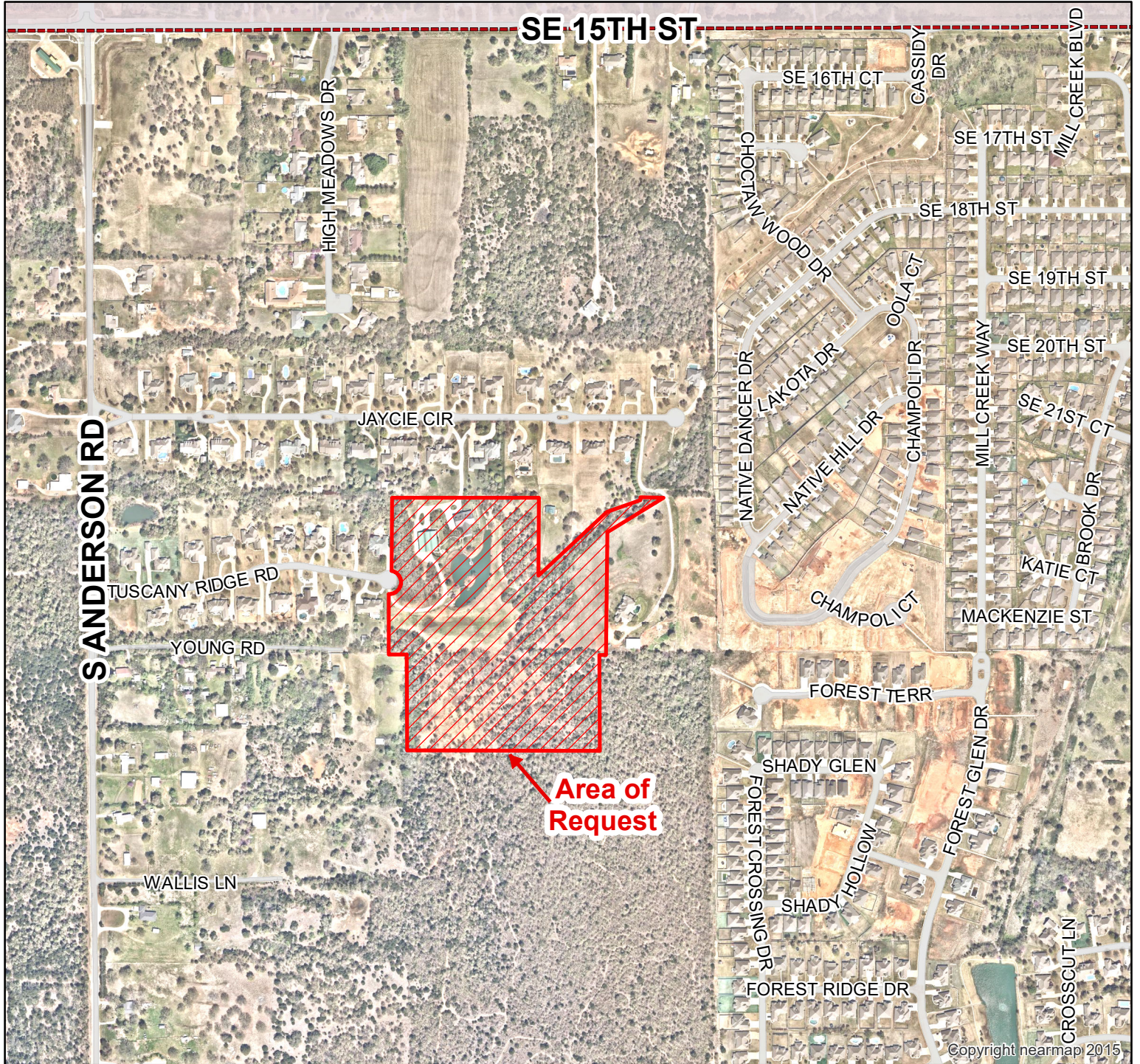
**2009 FEMA Floodplains**

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

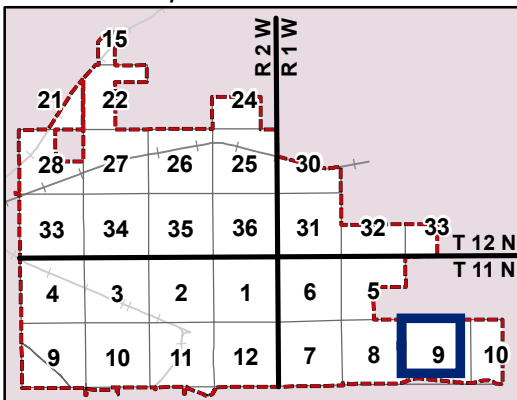
**DRAINAGE  
LOCATION MAP FOR  
PC-2034  
(W/2, Sec. 9, T11N, R1W)**



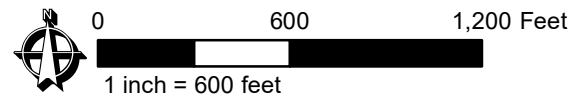
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Locator Map



**2019 NEARMAP AERIAL VIEW FOR  
PC-2034  
(W/2, Sec. 9, T11N, R1W)**



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The City of  
**MIDWEST CITY**  
 COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
 Brandon Bundy, City Engineer  
 CURRENT PLANNING DIVISION  
 Kellie Gilles, Current Planning Manager  
 COMPREHENSIVE PLANNING  
 Petya Stefanoff, Comprehensive Planner  
 BUILDING INSPECTION DIVISION  
 Christine Brakefield, Building Official  
 GIS DIVISION  
 Greg Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** January 14, 2020

**Subject:** (PC-2035) Discussion and consideration of approval of the Animal Shelter Final Plat for the properties described as a part of the SW/4 of Section 35, T12N, R2W, addressed as 8485 E. Reno, 2901 Woodside Drive and 2905 Woodside Drive.

**Executive Summary:** This final plat is being requested in order to combine the three (3) existing lots into one (1) lot for development of the Midwest City Animal Shelter. A zoning amendment was approved in September of 2019 to allow for the use of an animal shelter. All required public improvements are currently in place and available to the site with the exception of a sidewalk along Woodside Dr. The applicant will construct a sidewalk along the entire Woodside Drive frontage prior to receiving any certificate of occupancy. According to the Subdivision Regulations, this final plat must be acted on by the Planning Commission within 60 days of the filing date. That deadline is December 29, 2019. The Planning Commission heard this request on December 3, 2019 and

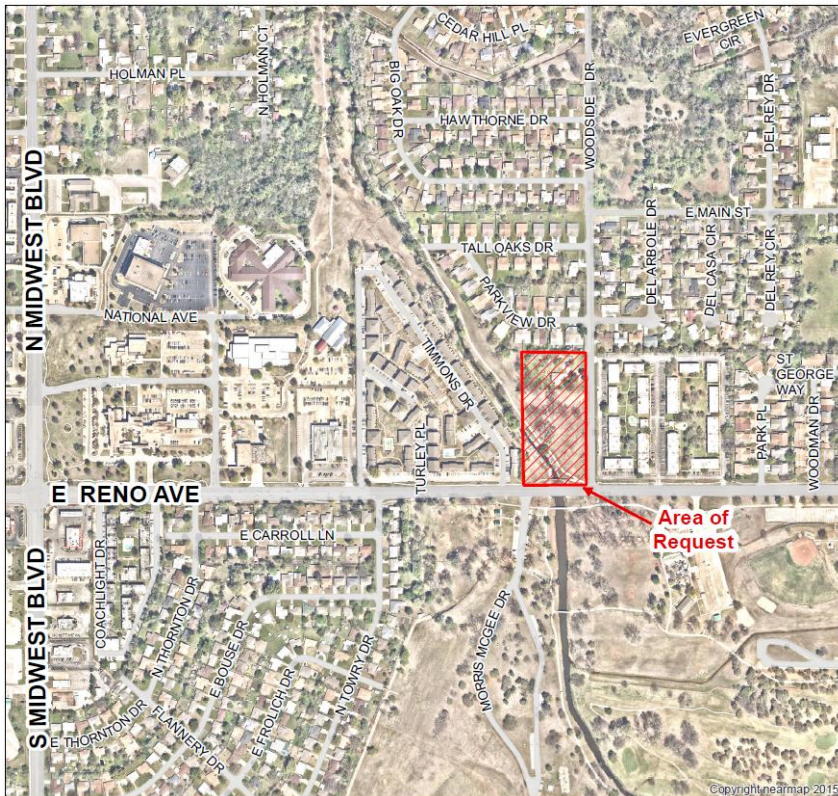
recommends approval. This plat meets the Subdivision Regulations.

**Dates of Hearing:**  
 Planning Commission – December 3, 2019  
 City Council – January 14, 2020

**Owner:** Midwest City Memorial Hospital Authority

**Applicant:** Staff

**Proposed Use:** New Animal Welfare Center



**Size:**

The area of request has a frontage of approximately 328.87' along E. Reno Avenue and a depth of approximately 660.68' along Woodman Drive containing an area of approximately 4.99 acres, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request – Parks and Open Space (POS)

North – Low Density Residential (LDR)

South and West – Parks and Open Space (POS)

East and West – High Density Residential (HDR)

**Zoning Districts:**

Area of Request – C-4, General Commercial with a Special Use Permit

North and South – R-6, Single Family Detached Residential

East and West – R-HD, High Density Residential

**Land Use:**

Area of Request – vacant



North – duplexes



South – Dog Park/Regional Park



East – Woodside Village Apartments



West – Parkview Apartments and Trail



**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. The property has been zoned R-6, Single Family Detached Residential since the adoption of the 1985 Zoning Map.
2. The area of request has never been platted.
3. The property was rezoned to C-4, General Commercial with a Special Use Permit to allow the use of Animal Sales and Services: Kennels and Veterinary Services, General under PC-2020 in September of 2019.
4. City Council approved the Preliminary Plat (PC-2024) on October 22, 2019
5. The Planning Commission recommended approval of this item December 3, 2019.

**Staff Comments:**

**Engineer's report:**

Note: This application is for a final plat of the Midwest City Animal Shelter located at the northwest corner of Woodside Drive and E Reno Avenue.

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of or obtain a waiver to any required public improvements prior to the final plat application.

Public water, sanitary sewer, and roadways already serve plated area and are up to City Standards.

The applicant will be required to construct a sidewalk along the entire Woodside Drive frontage prior to receiving any certificate of occupancy.

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 report:**

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

**Plan Review Comments:**

This project was included in the 2018 General Obligation Bond election and the plat is being requested in order to combine three (3) unplatted lots into one (1) lot for development of the new Midwest City Animal Shelter.

Tree preservation is not required as the area being platted contains less than 5 acres.

Prior to application for a final plat, the required sidewalk along Woodside Drive must be installed or a bond must be presented ensuring that the sidewalk will be installed during construction.

**Action Required:** Approve or reject the Animal Shelter Final Plat located on the property as noted herein, subject to the staff comments and found in the January 14, 2020 agenda packet and made a part of PC- 2035 file.

A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless,  
Community Development Director

KG

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: November 21<sup>st</sup>, 2019

Subject: Engineering staff comments for pc-2035 final plat application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2035:**

Note: This application is for a final plat of the Midwest City Animal Shelter located at the northwest corner of Woodside Drive and E Reno Avenue.

**Public Improvements**

The Subdivision Regulations pertaining to this application require the applicant complete the installation of or obtain a waiver to any required public improvements prior to the final plat application.

Public water, sanitary sewer, and roadways already serve plated area and are up to City Standards.

The applicant will be required to construct a sidewalk along the entire Woodside Drive frontage prior to receiving any certificate of occupancy.

**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.



**Midwest City Fire Department**

8201 E. Reno Avenue

Midwest City, OK 73110

**Office** 405.739.1340

**Fax** 405.739.1384

---

Re: PC-2035

PC-2035 is the Final Plat for the Animal Shelter.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

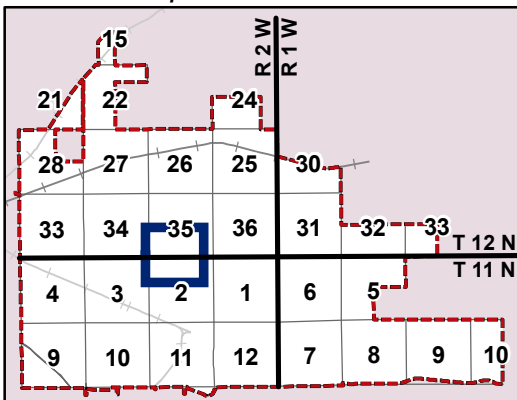
Duane Helmberger  
Fire Marshal  
Midwest City Fire Department



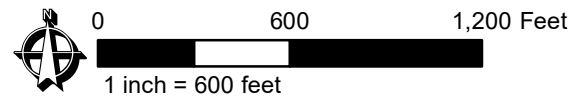


Copyright nearmap 2015

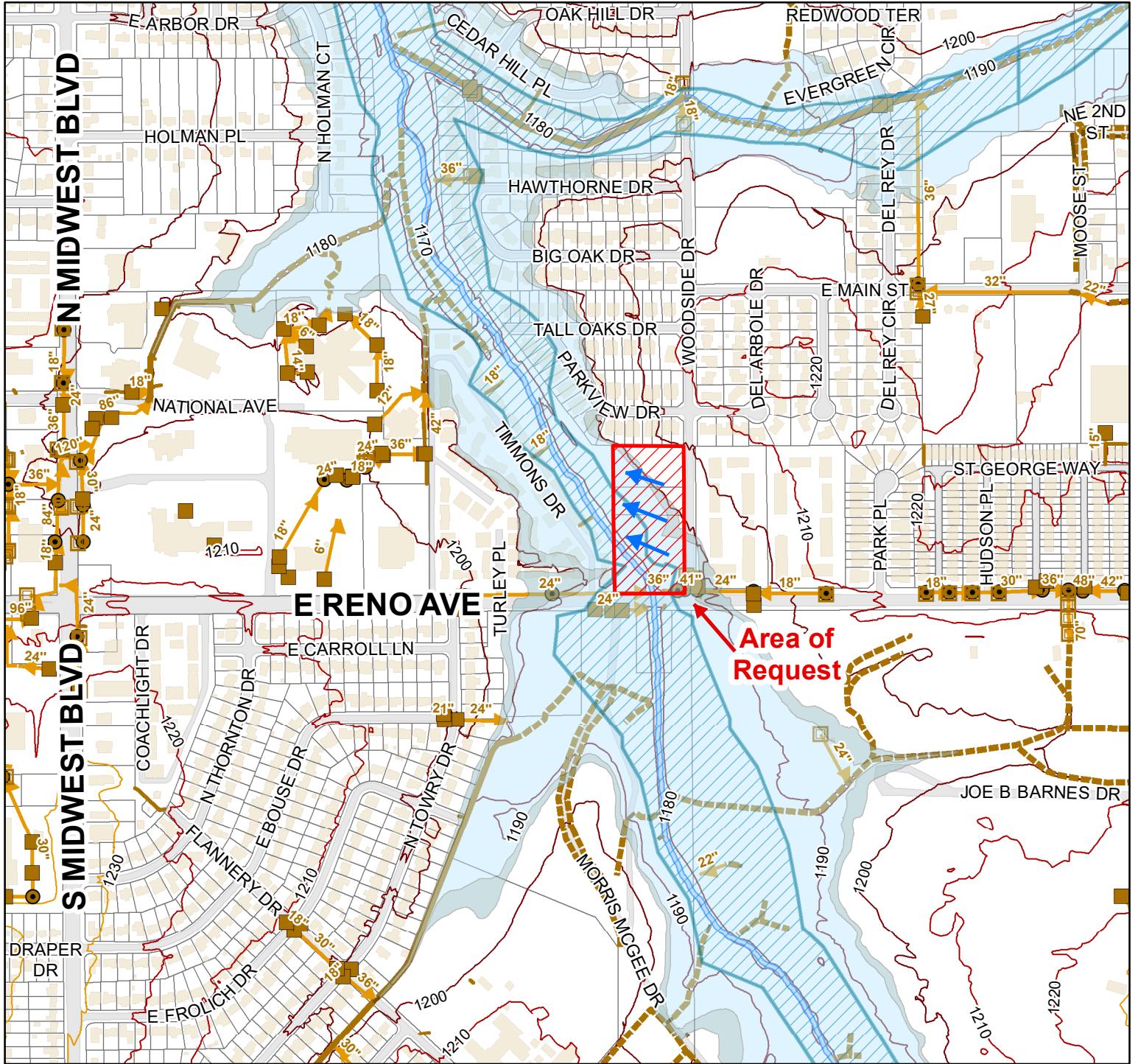
Locator Map



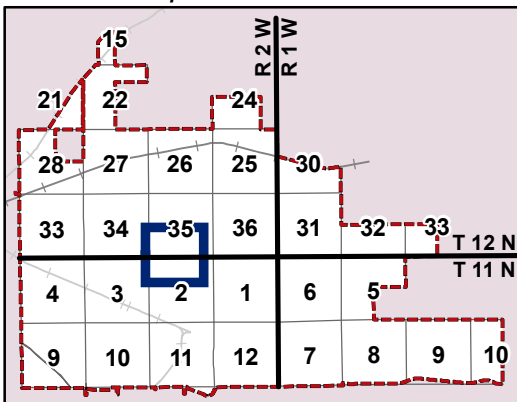
**2019 NEARMAP AERIAL VIEW FOR  
PC-2035  
(SW/4 Sec. 35, T12N, R2W)**



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Locator Map



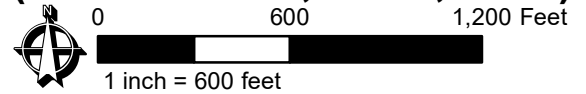
- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

**2009 FEMA Floodplains**

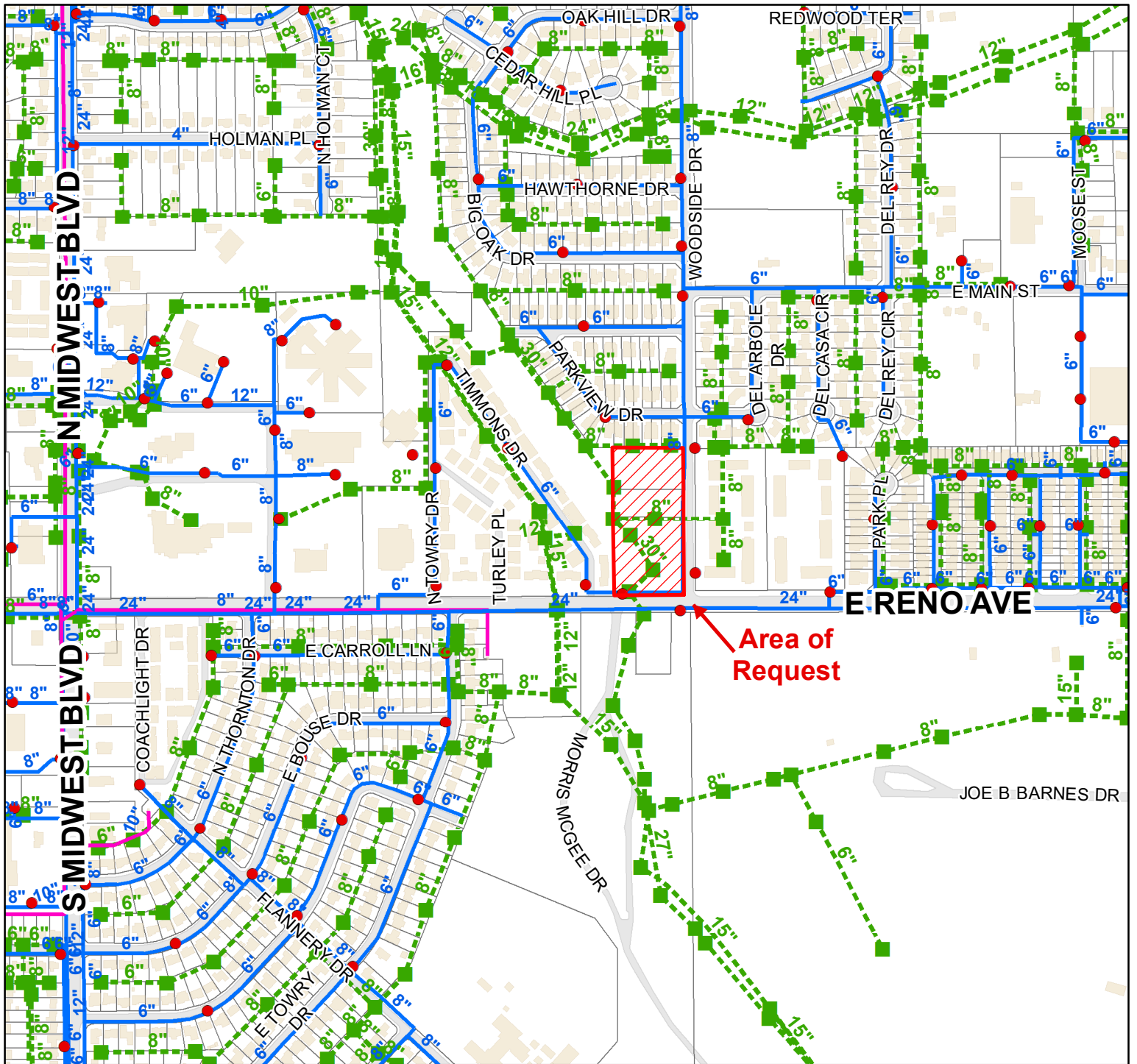
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

**DRAINAGE LOCATION MAP FOR PC-2035**

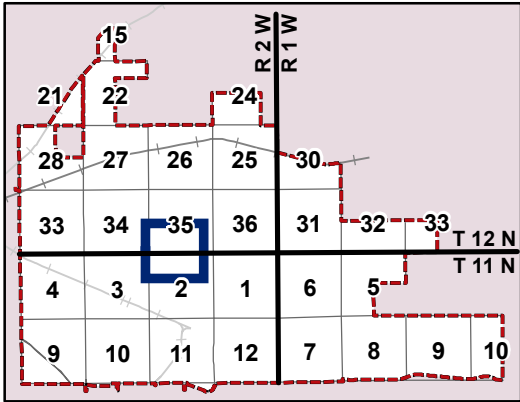
(SW/4 Sec. 35, T12N, R2W)



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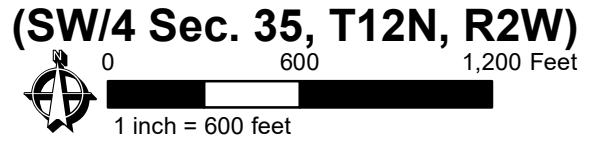
Locator Map



**Water/Sewer Legend**

- Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - - - OKC Cross Country
  - - - Sooner Utilities
- Sewer Manholes
- - - Sewer Lines
- Unknown

**WATER/SEWER LINE LOCATION MAP FOR PC-2035 (SW/4 Sec. 35, T12N, R2W)**



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OWNER'S CERTIFICATE AND DEDICATION

That City of Midwest City, hereby certifies that it is the owner of and the only persons, firm or corporation having any right, title, or interest in and to Lot 1 shown on the annexed plat of MIDWEST CITY ANIMAL SHELTER, an addition to the City of Midwest City, being a part of the East Half of the Southwest Quarter of the Southwest Quarter of Section 35, Township 12 North, Range 2 West of the Indian Meridian in Oklahoma County, Oklahoma. That it has caused the same to be surveyed and plotted into lots, blocks, streets and Easements as shown on said annexed plat, which said annexed plat, represents a correct survey of all property included therein under the name of MIDWEST CITY ANIMAL SHELTER an addition to the City of Midwest City, Oklahoma County, Oklahoma.

The undersigned does hereby further certify that it is the owner of the land and the only company, corporation, partnership, person or entity having any right, title or interest in and to the land included in said annexed plat, except as set forth in the Bonded Abstractor's Certificate, and does hereby dedicate all streets and easements as shown on said annexed plat to the public for use as public streets, and drainage and utility easements for their heirs, executors, administrators, successors, and assigns forever and shall cause the same to be released from all encumbrances so that title is clear. All common areas and private drainage easements including channels and detention ponds are the responsibility of the Homeowner's Association to maintain.

The Owner's Restrictive Covenants and Limitations for the development of this addition are set out on typewritten sheets of paper and will be subsequently filed separately.

In witness whereof the undersigned has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2019.

City Manager

STATE OF OKLAHOMA )
) SS
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared to me known to be the identical person who subscribed, as 'LLC., and duly acknowledged to me that he executed the same as the free and voluntary act and deed of himself and as the free and voluntary act and deed of said corporation.

BONDED ABSTRACTOR'S CERTIFICATE

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Oklahoma County and the State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of MIDWEST CITY ANIMAL SHELTER, an addition to the City of Midwest City, Oklahoma, is vested in The City of Midwest City, and on the \_\_\_\_ day of \_\_\_\_\_, 2019, there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county and state against said land or owners thereof, that the taxes are paid for the year of 2019 and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages of record.

ATTEST

In witness whereof, said Bonded Abstractor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

By Assistant Secretary and By President

STATE OF OKLAHOMA )
) SS
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_ to me known to be the identical person who executed as vice president the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_ Notary Public

CERTIFICATE OF CITY CLERK

I, \_\_\_\_\_, City Clerk of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or uncollected installments upon special assessments have been paid in full and that there are no special assessment procedures now pending against the land shown on the plat of MIDWEST CITY ANIMAL SHELTER, an addition to the City of Midwest City, Oklahoma.

Signed by the City Clerk on this \_\_\_\_ day of \_\_\_\_\_, 2019.

City Clerk

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, James S. Yager, do hereby certify that I am by Profession a Land Surveyor, and the plat of MIDWEST CITY ANIMAL SHELTER, an addition to the City of Midwest City, Oklahoma, consisting of one (1) sheet, represents a survey made under my supervision on the 3rd day of June, 2019.

I further certify that said re-plot complies with Requirements of Senate Bill 377, Section 518 as amended and that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

Date Signed:

James S. Yager, Licensed Professional Land Surveyor Number 1006
CA Number 2778 Expires: 6-30-2021
1212 South Air Depot Number 19 Suite 102
Midwest City, Oklahoma 73110
Telephone: 405 - 737 - 3412

STATE OF OKLAHOMA )
) SS
COUNTY OF OKLAHOMA )

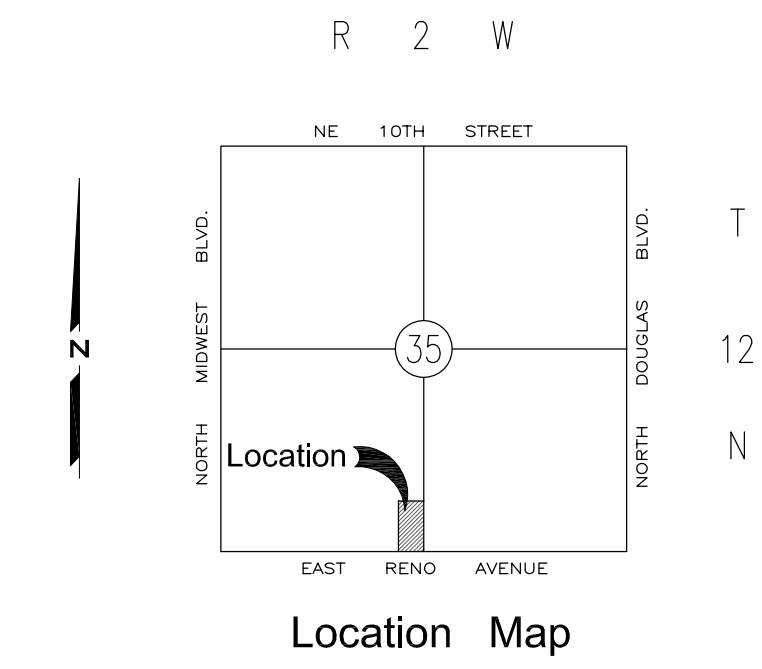
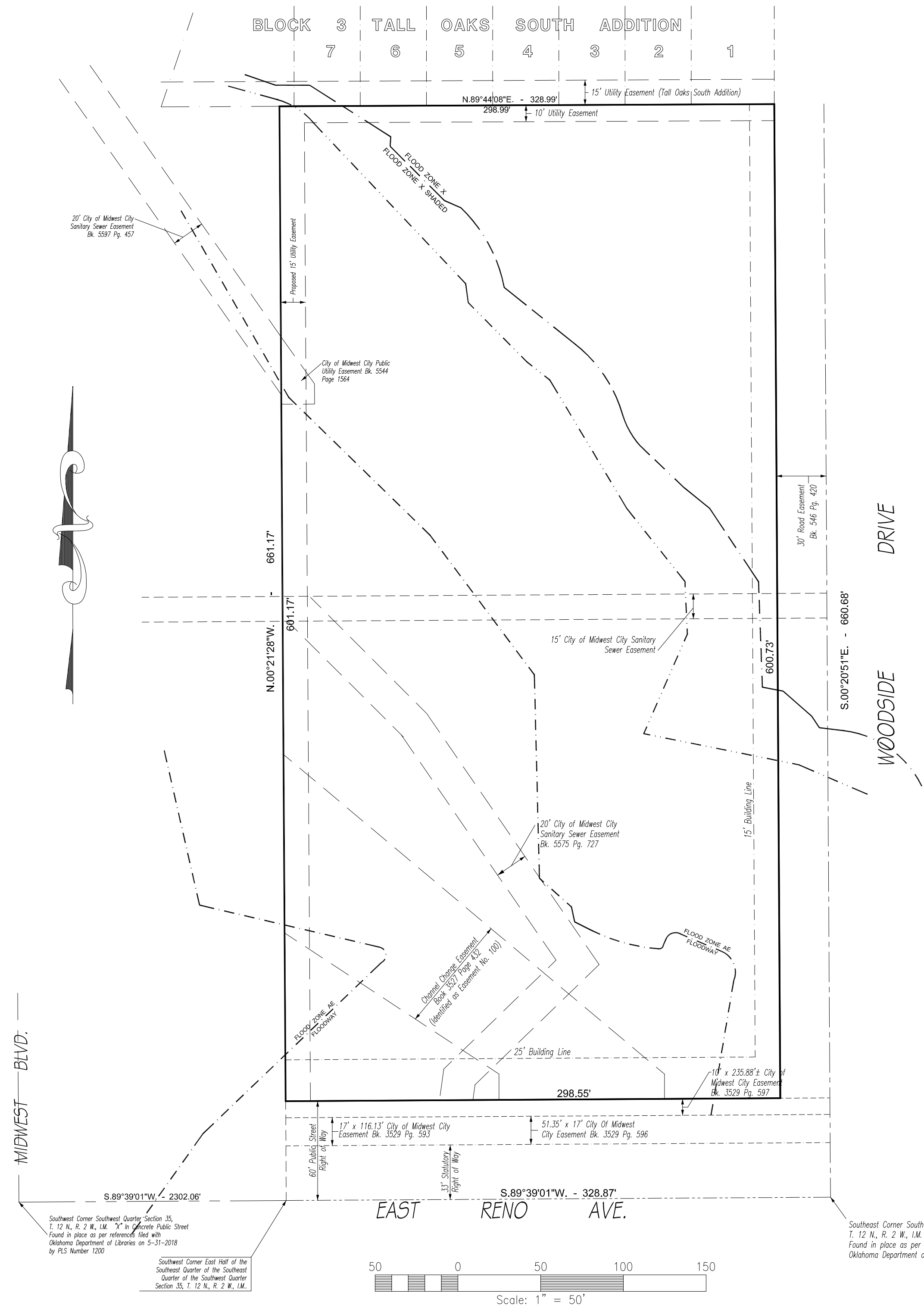
Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared James S. Yager to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_ Notary Public

MIDWEST CITY ANIMAL SHELTER

A part of the Southwest Quarter of Section 35, T. 12 N., R. 2 W., I.M.
Midwest City, Oklahoma County, Oklahoma



COUNTY TREASURER'S CERTIFICATE

I, \_\_\_\_\_, do hereby certify that I am the duly elected, qualified and sworn County Treasurer of Oklahoma County, Oklahoma, that the tax records of said county show that all taxes for the year 2016 and prior years are paid on the annexed plat of MIDWEST CITY ANIMAL SHELTER, an addition to the City of Midwest City, Oklahoma, and that the required statutory security has been deposited in the offices of the County Treasurer guaranteeing payment for the current year's taxes.

In witness whereof said County Treasurer has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

County Treasurer

CERTIFICATE OF PLANNING COMMISSION

I, \_\_\_\_\_, Director of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission duly approved the plat of MIDWEST CITY ANIMAL SHELTER, an addition to the City of Midwest City, Oklahoma, at a meeting on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Chairman

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the Council of the City of Midwest City, that the plat of MIDWEST CITY ANIMAL SHELTER, an addition to the City of Midwest City, Oklahoma County, Oklahoma, is hereby approved and the dedications shown hereon are hereby approved and accepted.

ADOPTED by the Council of the City of Midwest City, this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED by the Mayor of the City of Midwest City, this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST

City Clerk and Mayor

LEGAL DESCRIPTION

East Half (E/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section 35, T. 12 N., R. 2 W., I.M., Oklahoma County, Oklahoma.

FLOOD ZONE INFORMATION

By graphic plotting only, the subject tract is located in Flood Zone "X" (areas determined to be outside 500 year floodplain) AND the subject tract is located in Flood Zone "X Shaded" (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance of flood) AND the subject tract is located in Flood Zone "AE" (base flood elevation determined) AND the floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights as shown on Flood Insurance Rate Map, Panel Number 40109C0310H, with an effective date of December 18, 2009, which is the current map for this area.

BASIS OF BEARINGS

The basis for the bearings shown on the above annexed Plat, are based upon the South Line of the Southwest Quarter of Section 35, T. 12 N., R. 2 W., I.M., Oklahoma County, Oklahoma, being a N89°39'01"E. bearing. This Plat of Survey meets the Minimum Technical Standards as adopted by the Board of Licensure for Professional Engineers and Land Surveyors for the State of Oklahoma.

Notary seals for Owner, Abstractor, Surveyor, City, and County Treasurer, including the seal of James S. Yager, Licensed Professional Land Surveyor.

Signature block for James S. Yager, Licensed Professional Land Surveyor, with contact information.



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Planning Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** January 14, 2020

**Subject:** (PC – 2036) Discussion and consideration of approval of the Preliminary Plat of the Soldier Creek Industrial Park (SCIP), described as a part of the NE/4 of Section 27, T-12-N, R-2-W, located at 7900 NE 23<sup>RD</sup> Street.

**Executive Summary**

A final plat for the Soldier Creek Industrial Park (SCIP) was approved in June of 2018. Since that time, the Economic Development Director has had many inquiries about potential businesses wanting to locate within the park. However, due to the zoning regulations governing the site and the lot configuration the park was not “move-in ready” for many potential interests. Community Development staff and the Economic Development Director have worked on a revised plan that will allow more flexibility with regard to zoning and available lots in an effort to spur development within SCIP. The amended PUD was approved in October of 2019, expanding the allowable uses and creating additional lots for development. This revised preliminary plat is consistent with the approved PUD. According to the Subdivision Regulations, this preliminary plat must be acted on by the Planning Commission within 60 days of the filing date. That deadline is December 29, 2019 and Planning Commission approved this preliminary plat on December 3, 2019. Once this preliminary plat is approved, a final plat will follow. This plat meets the Subdivision Regulations and Planning Commission recommends approval.

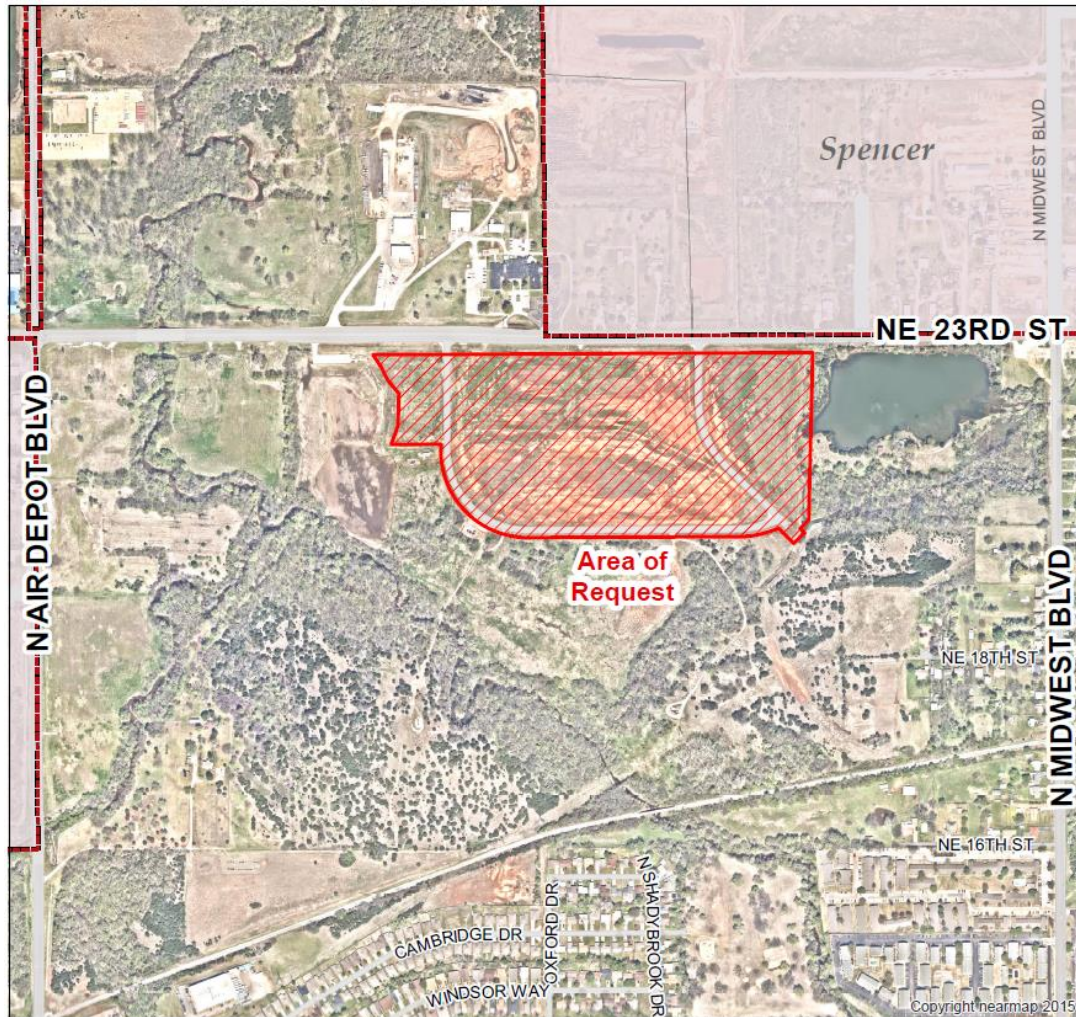
**Dates of Hearing:** Planning Commission – December 3, 2019  
City Council – January 14, 2020

**Council Ward:**  
Ward 5 – Christine C. Price Allen

**Owner/Applicant:** Midwest City Utilities Authority Public Trust

**Proposed Use:** Commercial and Industrial Park

**Size:**  
The area of request has a frontage along NE 23<sup>rd</sup> Street of approximately 2274.30 feet, containing an area of 37.07 acres, more or less.



**Zoning Districts:**

Area of Request – PUD

North and East – A-1, Agriculture

South – A-1, Agriculture, and R-6, Single-Family Detached Residential

West – I-1, Light Industrial

**Land Use:**

Area of Request – Vacant

North – Oklahoma County Training Facility

South, East and West – Vacant

**Municipal Code Citation:**

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 was rezoned on May 22, 2012 to a PUD governed by the I-2, Moderate Industrial and C-4, General Commercial Districts (PC-1766).
2. Council approved a preliminary plat for this area on November 22, 2016 (PC-1888).
3. Council approved a final plat for this area on June 26, 2018 (PC-1954).
4. The Amended PUD (PC-2022) was approved on October 22, 2019.
5. Planning Commission recommended approval of this item on December 3, 2019.

**Staff Comments:**

**Engineering Comments:**

Note: This application is for a revised preliminary plat of the Soldier Creek Industrial Park located on N.E. 23<sup>rd</sup> Street roughly between Air Depot Boulevard and Midwest Boulevard. Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. All of the proposed lots are already served by public water, sanitary sewer, and roadway which were designed, constructed, and inspected according to current city standards.

Water Improvements

An eight (8) inch public water main is located along the proposed A Street and B Street right of ways of the preliminary plat which was built in 2017. Additionally, a twelve (12) inch public water main runs along the south right of way of N.E. 23<sup>rd</sup> Street extending across the entire frontage of the proposed development.

The applicant has already extended the required public water mains to all of the proposed lots as required in Municipal Code 43-32. This requirement is satisfied.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main was constructed in 2017 so that it bisects and services all the proposed lots. This sewer main is located in a dedicated utility easement bisecting the proposed preliminary plat.

The applicant has already extended the required public water mains to all of the proposed lots as required in Municipal Code 43-109. This requirement is satisfied.

Connection to the public sanitary sewer system for domestic service is a building permit requirement per Municipal Code Chapter 43-109 for all lots.

Streets and Sidewalks

The proposed development is served off N.E. 23<sup>rd</sup> Street with two proposed roadways which form a loop; A Street and B Street. Both Streets were built according to city standards in 2016. The area is identified in the 2008 Comprehensive Plan as proposed collectors with future connections to Air Depot Boulevard and Midwest Boulevard. N.E. 23<sup>rd</sup> Street is identified as a Primary Arterial in the 2008 Comprehensive Plan and is identified as US-62 by Oklahoma Department of Transportation (ODOT). Frontage of lots 2B-3F are satisfied off N.E. 23<sup>rd</sup> Street but any access will be subject to zoning and the jurisdiction of ODOT.

The proposed preliminary plat shows that A Street and B Street both have 50 foot right of way which meets the subdivision requirements. Right of way grants to the city are not required with this application. They will be dedicated at the time of the final plat. The initial preliminary plat was approved with a waiver for sidewalks.

#### Drainage and Flood Control, Wetlands, and Sediment Control

Storm sewer has already been designed to city standard and was constructed with inspection in 2014. The proposed development is largely at the top of a hill with only the easternmost section subject to off-site drainage. The entire development drains directly to Soldier Creek designated floodplain via multiple developed storm pipes which then overland flow to Soldier Creek. All the water is then contained within the property boundaries of the proposed development.

The area of request does have an area designated as flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18<sup>th</sup>, 2009. This area is contained within Lots 5A and 5B and the small SW corner of Lot 1. Any development in these lots will be subject to floodplain permits subject to the proposed building structures.

No identified wetlands are located on the proposed development as shown on the National Wetlands Inventory, [www.fws.gov/wetlands/data/Mapper.html](http://www.fws.gov/wetlands/data/Mapper.html) prepared by the United States Department of the Interior Fish and Wildlife Service, access October 15<sup>th</sup>, 2019. There is a wetland identified as PF01A, 24.38 acres, which lies on the same property but not within the subject plat. This wetland borders Soldier Creek and is wholly within the floodway.

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 right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

#### **Fire Marshal's Comments:**

The Fire Marshal has reviewed this proposed PUD. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

#### **Economic Development Director Comments:**

The Soldier Creek Industrial Park ("SCIP") Preliminary Plat was designed with the understanding we could custom tailor lot sizes as needed to fit any prospect's demands. As you know, resurveying the property and getting another plat through the review process takes considerable time. We feel marketing the property may be easier if the path to Closing was a bit clearer.



We are therefore proposing the SCIP Addition to feature a large inventory of smaller lots with the minimum frontages necessary to comply with our design standards. This will still allow greater flexibility in site planning in addition to eliminating one more hurdle in the development process.

**Plan Comments:**

The area was zoned to a PUD for the Soldier Creek Industrial Park (SCIP) in 2012. A preliminary plat for the area was approved in 2016 and a final plat was approved in 2018. As the lot dimensions are changing and new lots are being created, a revised preliminary plat is required. Following approval of the original preliminary and final plats, much of the required infrastructure has been installed.

The PUD was amended in October of 2019 to create additional lots for better marketability of the land. Creating several, smaller lots within the park will allow for greater flexibility in that prospects can decide how much land they will need to satisfy their needs. This will prevent the need for replats in the future. Council should consider requiring cross access between all lots.

All utilities will be provided to service all structures.

Access into the site will be provided by two curb cuts from NE 23<sup>rd</sup> Street, a 5 lane arterial, for a new looped public street. Individual curb cuts into the properties may be permitted but, as noted earlier, a separation of 150 ft is required.

Along the area paralleling Soldier Creek, a walking trail in compliance with the adopted Trails Master Plan will be provided. This area can provide a park-like setting for employees to utilize.

This request conforms to the requirements of the preliminary plat, and Planning Commission recommends approval.

If approved, a final plat will be submitted for review and hearing as soon as possible.

**Action Required:** Approve or reject the preliminary plat for the property noted in this report and subject to staff's comments as found in the January 14, 2020, agenda packet, and as noted in PC – 2036 file.



Billy Harless, AICP  
Community Development Director



**Midwest City Fire Department**

8201 E. Reno Avenue

Midwest City, OK 73110

**Office** 405.739.1340

**Fax** 405.739.1384

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Re: PC-2036

PC-2036 is the revised preliminary plat for SCIP (Soldier Creek Industrial Park). The amended PUD was approved earlier this Fall and the layout of the prelim plat is consistent with the PUD Master Plan.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Duane Helmberger  
Fire Marshal  
Midwest City Fire Department

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: October 23<sup>rd</sup>, 2019

Subject: Engineering staff comments for pc-2036 revised preliminary plat application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2036:**

Note: This application is for a revised preliminary plat of the Soldier Creek Industrial Park located on N.E. 23<sup>rd</sup> Street roughly between Air Depot Boulevard and Midwest Boulevard.

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## **Streets and Sidewalks**

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The initial preliminary plat was approved with a waiver for sidewalks.

## **Drainage and Flood Control, Wetlands, and Sediment Control**

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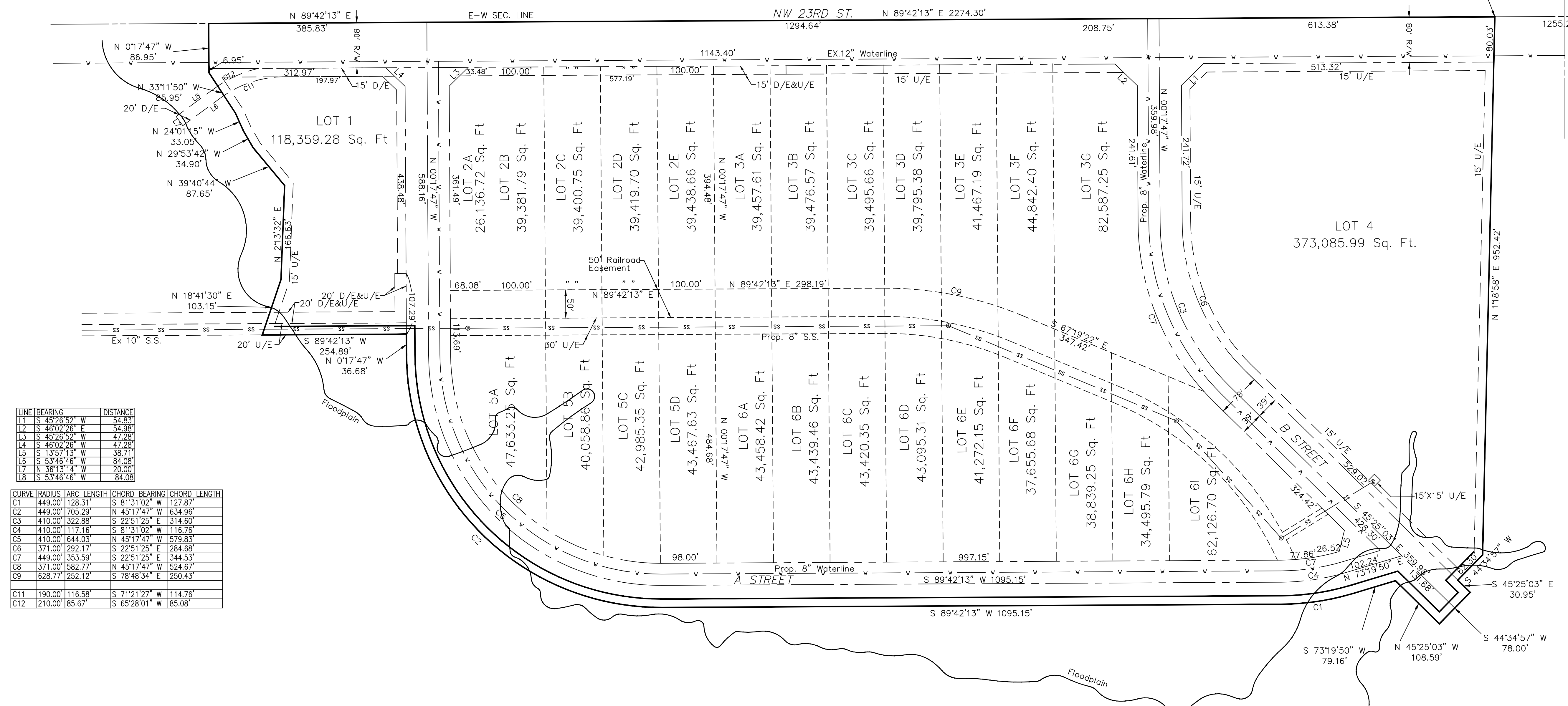
## **Easements and Right-of-Way**

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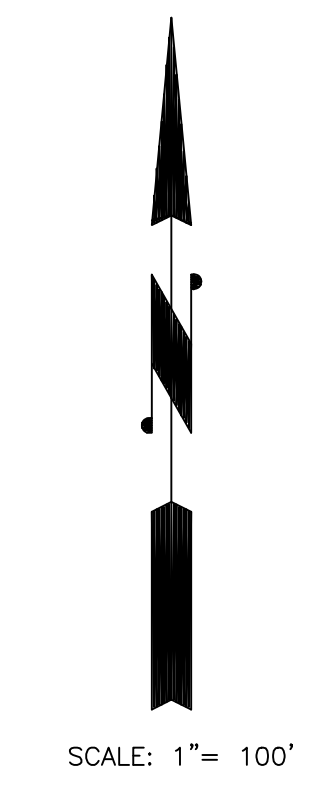
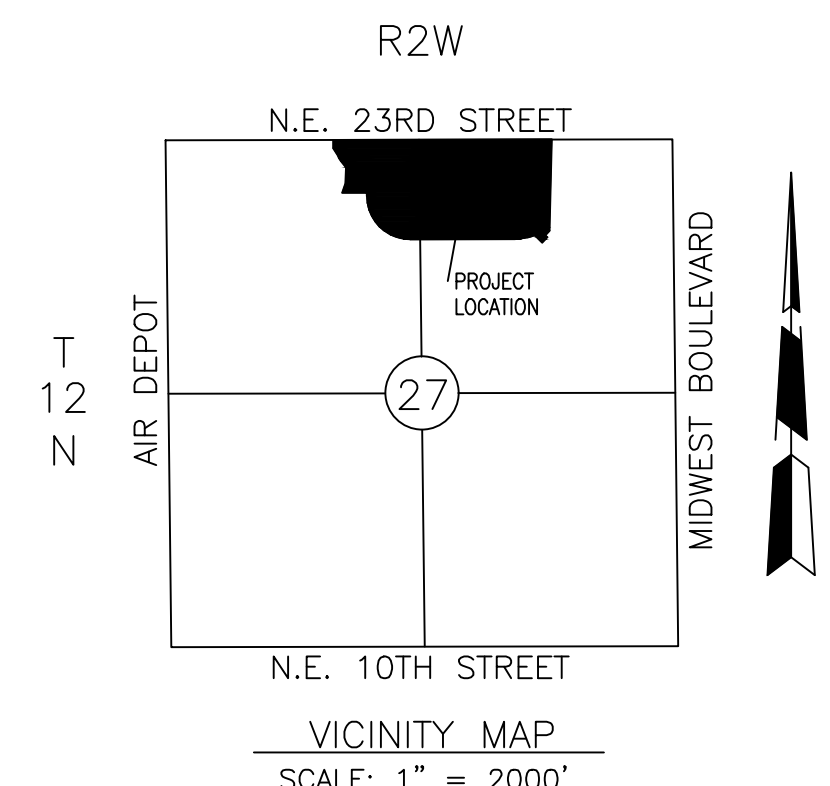
PRELIMINARY PLAT  
**SOLDIER CREEK INDUSTRIAL PARK**  
 A PART OF THE NORTH HALF, SECTION 27, T12N, R2W, I.M. AND  
 CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

P.O.C.  
 N.E. COR., N.E. 1/4, SEC. 27  
 T12N, R2W, I.M.



LINE	BEARING	DISTANCE
L1	S 45°26'52" W	34.83'
L2	S 46°02'26" E	54.98'
L3	S 45°26'52" W	47.28'
L4	S 46°02'26" E	47.28'
L5	S 13°57'13" W	38.71'
L6	S 53°46'46" W	84.08'
L7	N 36°13'14" W	20.00'
L8	S 53°46'46" W	84.08'

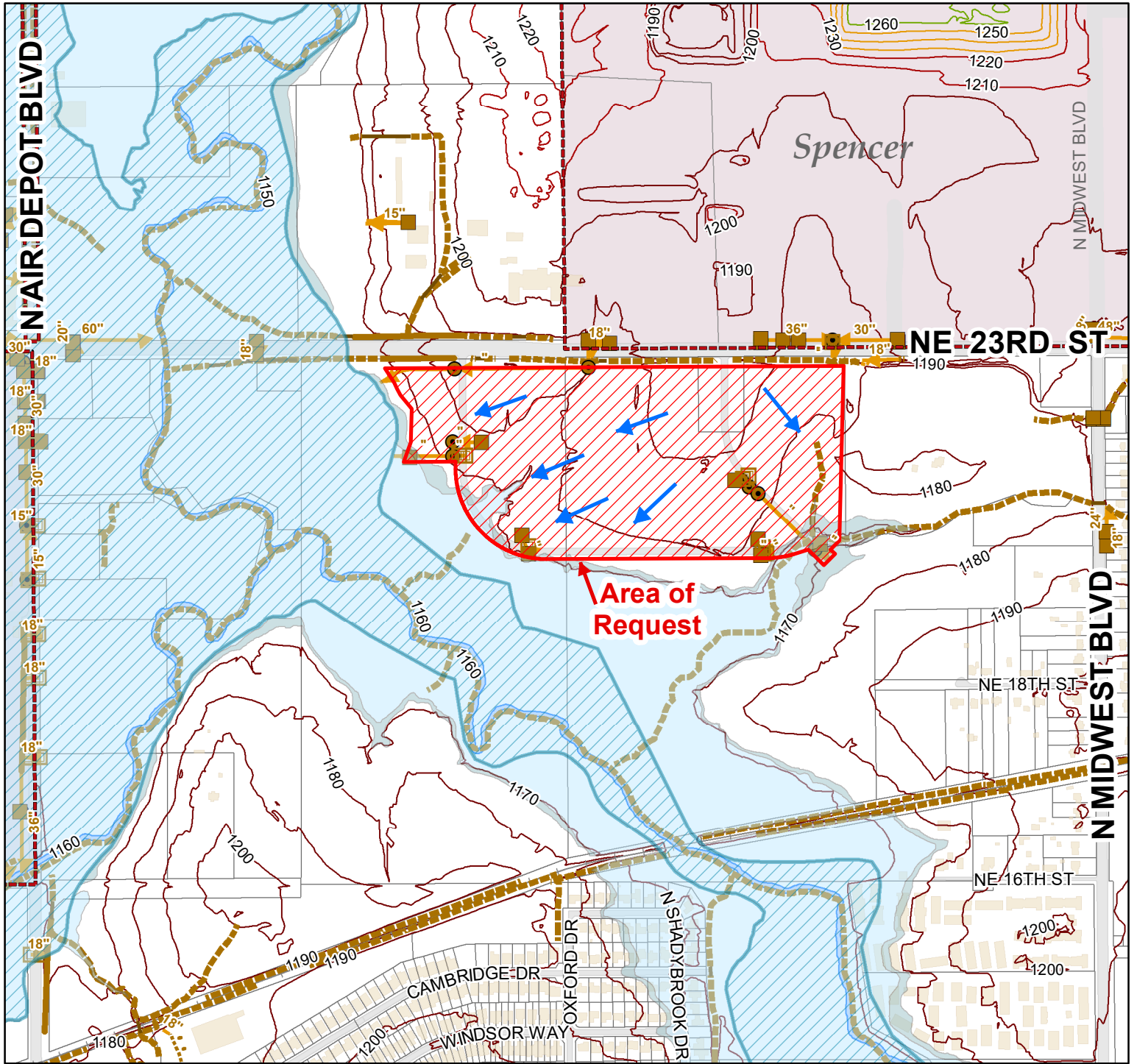
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	449.00'	128.31'	S 81°31'02" W	127.87'
C2	449.00'	705.29'	N 45°17'47" W	634.96'
C3	410.00'	322.88'	S 22°51'25" E	314.60'
C4	410.00'	117.16'	S 81°31'02" W	116.76'
C5	410.00'	644.03'	N 45°17'47" W	579.83'
C6	371.00'	292.17'	S 22°51'25" E	284.68'
C7	449.00'	353.59'	S 22°51'25" E	344.53'
C8	371.00'	1582.77'	N 45°17'47" W	1524.67'
C9	628.77'	252.12'	S 78°48'34" E	250.43'
C11	190.00'	116.58'	S 71°21'27" W	114.76'
C12	210.00'	85.67'	S 65°28'01" W	85.08'



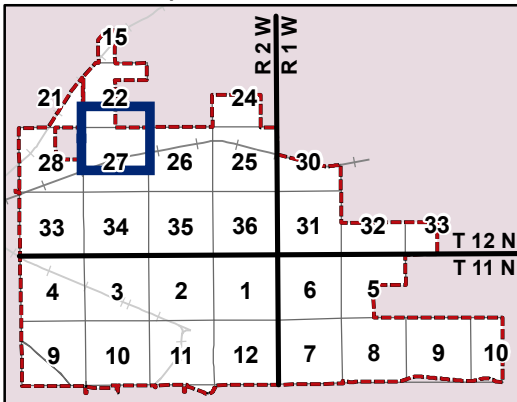
BASIS OF BEARING FOR THIS PLAT IS N 89°42'13" E AS SHOWN ON THE NORTH LINE OF SEC. 27

- NOTES:
1. A SIDEWALK IN ACCORDANCE WITH CITY SPECIFICATIONS SHALL BE REQUIRED ON EACH LOT AT THE BUILDING PERMIT STAGE WITH INSTALLATION PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
  2. UNLESS OTHERWISE NOTED, THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
  3. EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING DATA ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED AS A PART OF THIS PLAT.

**Golden Land Surveying**  
 920 N.W. 139th St. Pkwy, Oklahoma City, Oklahoma 73013  
 Telephone: (405) 802-7883  
 C.A. #7263 Exp. 6/30/2018  
 troy1745@gmail.com



Locator Map

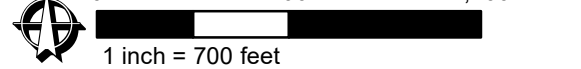


- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

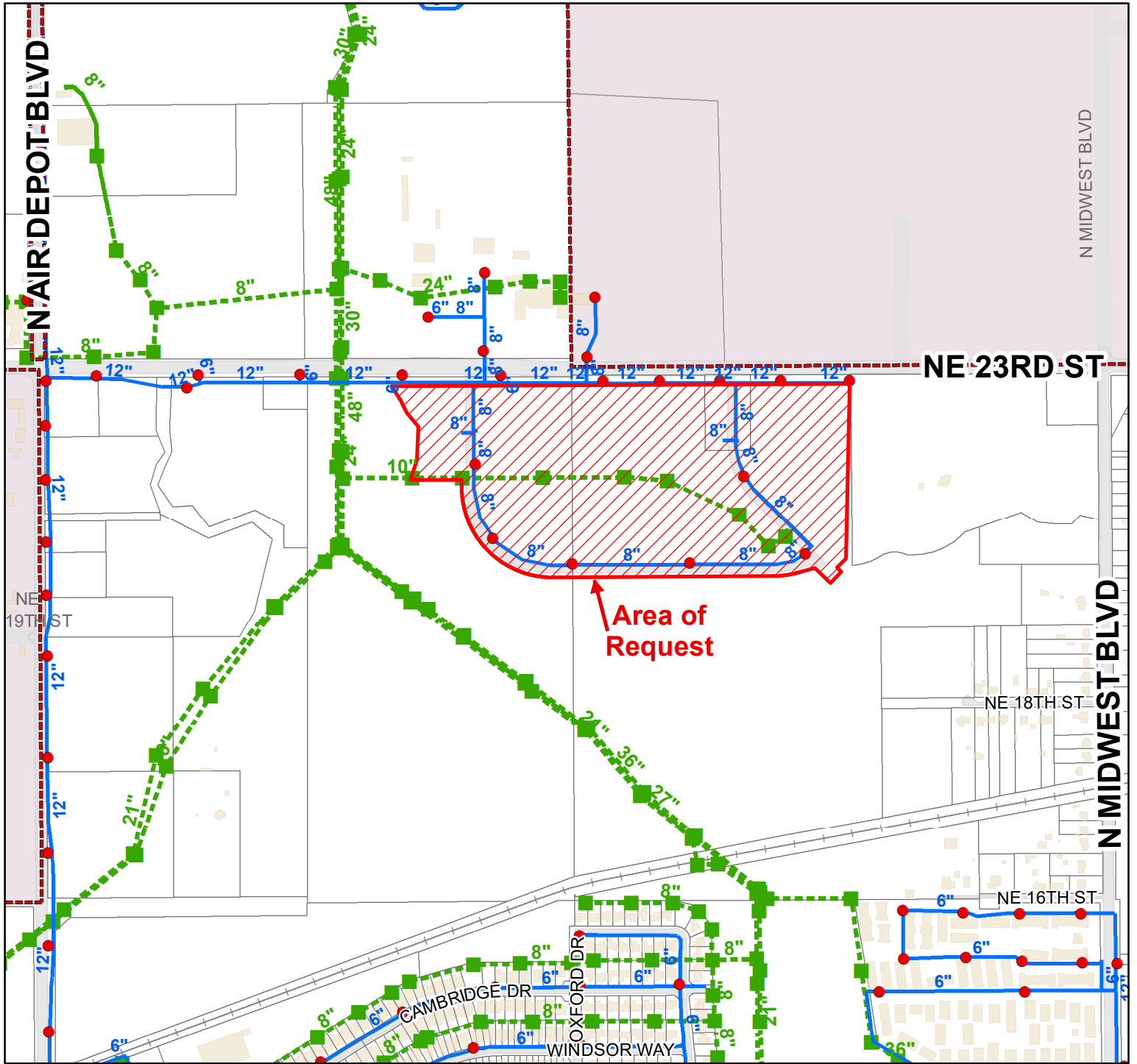
- 2009 FEMA Floodplains**
- 500-yr floodplain
  - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

## DRAINAGE LOCATION MAP FOR PC-2036

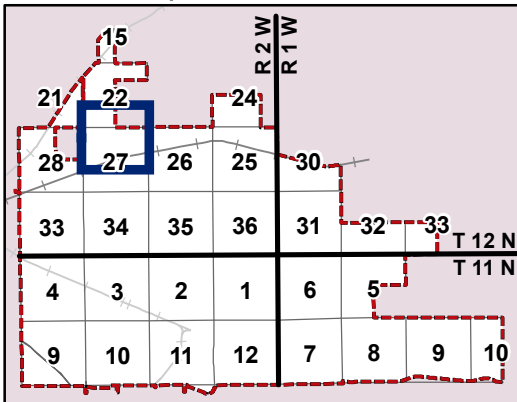
(N/2, Sec. 27, T12N, R2W)



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Locator Map

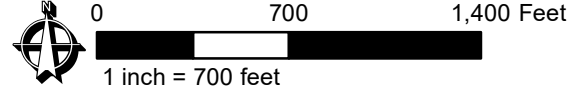


**Water/Sewer Legend**

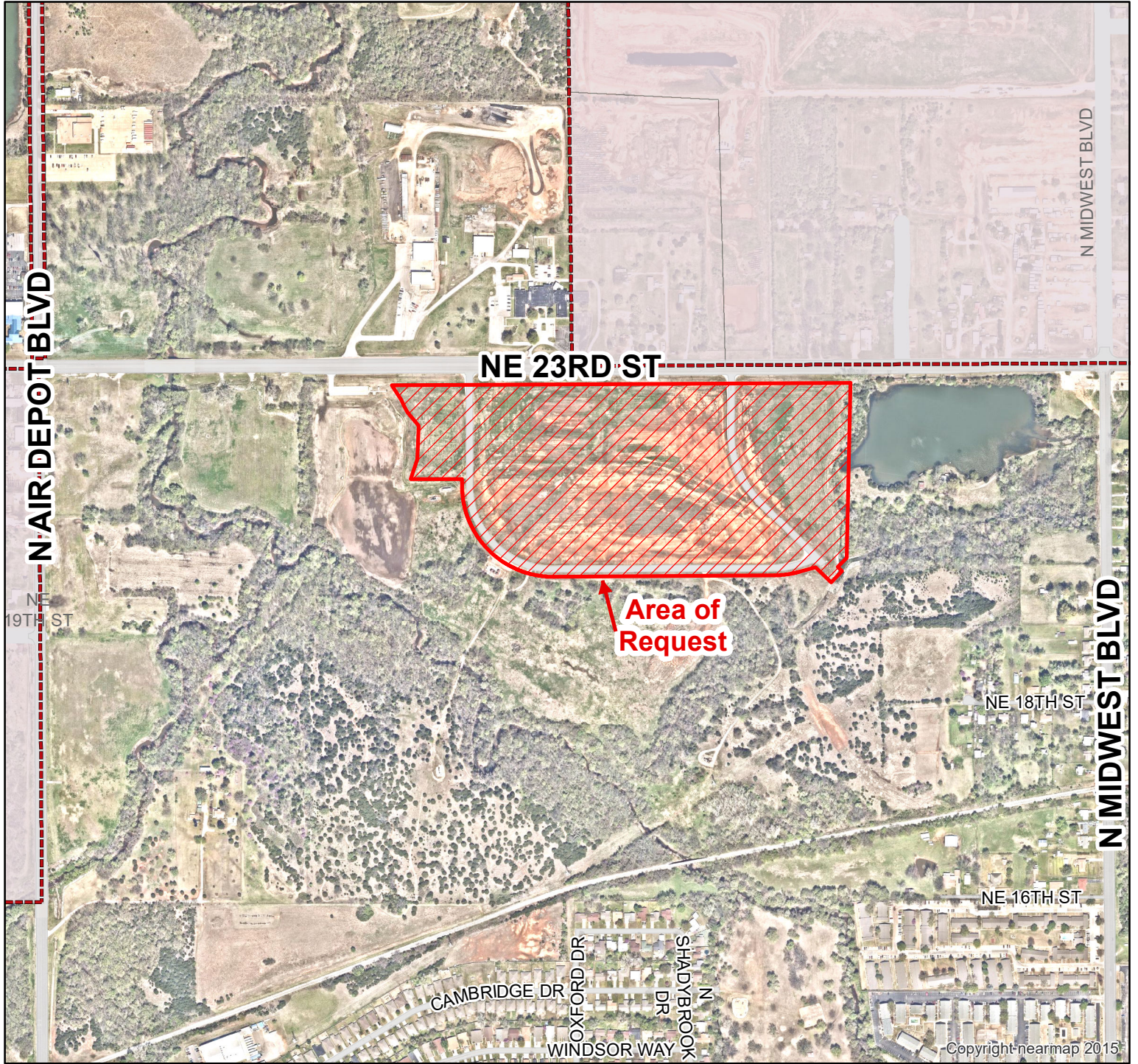
- Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - OKC Cross Country
  - Sooner Utilities
  - Unknown
- Sewer Manholes
- Sewer Lines

**WATER/SEWER LINE LOCATION MAP FOR PC-2036**

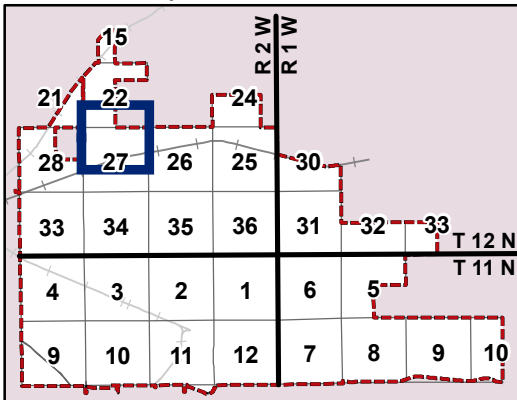
(N/2, Sec. 27, T12N, R2W)



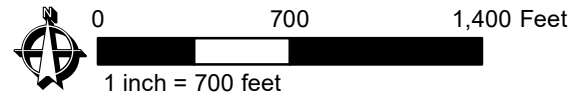
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Locator Map



**2019 NEARMAP AERIAL VIEW FOR  
PC-2036  
(N/2, Sec. 27, T12N, R2W)**



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**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1201

## Memo

To: Honorable Mayor and Council

From: Tim L. Lyon, City Manager

Date: January 14, 2020

Subject: Discussion and consideration of accepting an update regarding the status of the advisory committee that oversee the pilot study for Indirect Potable Reuse (IPR) by the City of Norman.

Attached is an update from Ward 2 Councilman, Pat Byrne, regarding the status of the City of Norman's Indirect Potable Reuse (IPR) study committee.

Several months ago, elected and appointed leadership from Midwest City, Norman, and Del City met to discuss a number of topics related to the Central Oklahoma Master Conservancy District (COMCD). The primary topic was the use of Indirect Potable Reuse (IPR) to augment Lake Thunderbird to improve water quality. During open dialogue among these key leaders, Norman mentioned the possibility of putting together a committee that had representatives from each of the cities, regulators, and educational institutions to improve the communication and facilitate transparency related to the IPR pilot study going forward. To that end, The City of Norman officially extended an invitation to Midwest City to appoint representatives to an advisory committee that will oversee the pilot study protocol for IPR. The Midwest City Council appointed Councilman Pat Bryne, Paul Streets, Public Works Director and citizen, Steve Carano to serve on the committee.

Participating in this process will not infer our "approval" for the use of IPR to add water to Lake Thunderbird. In fact, this will instead provide us with a front row seat to see the challenges related to implementing IPR in the State of Oklahoma, while giving us a voice in the process. But most importantly, it also gives us the opportunity to see first-hand, the impact and feasibility of IPR for future applications in Midwest City.

Staff recommends accepting the report.

*Tim L. Lyon*

---

Tim L. Lyon  
City Manager

Attached: Invitation Letter from the City of Norman  
Ward 2 Councilman/IPR Committee Member Report

January 14, 2020

As reported by IPR Committee Member, Councilmember Pat Byrne:

In the spring of 2019 the City of Norman approached the City of Midwest City and asked for our participation in a pilot project. They were wanting to conduct this project to determine if Indirect Potable Reuse of water was feasible. IPR would take highly treated water from the Norman Water Reclamation Facility and return it to Lake Thunderbird providing a drought proof reservoir that should meet Safe Drinking Water Act water quality requirements.

A Citizen Advisory Committee with members from Midwest City, along with Del City who also receives water from Lake Thunderbird for municipal and industrial uses were asked to appoint 3 members each to this committee along with 3 representatives from the City of Norman.

The recommendation was that Midwest City appoint an elected official, a city staff member and a citizen. I was appointed as the elected official; Paul Streets was appointed as the staff member, and Steve Carono a Rose State College professor who has a background in geology and metrology was appointed as a Midwest City representative.

The IPR Pilot Project will test different technologies and treatment strategies to determine the best treatment possible. The Pilot Project will take about two years and is planned to start in early 2020. This will allow time for different technologies to be tested over several seasons and optimize operations under varying seasonal conditions.

This will be the first project of its kind in Oklahoma and the region. This will provide valuable information, resources and proven technologies for additional IPR projects for other centrally located States that are not near an ocean.

The committee that was formed has met four times. One of these meetings included a tour of the Norman Water Reclamation Facility. A second meeting included a tour of the facilities at Lake Thunderbird. A third meeting held in Midwest City included a tour of the MWC Water Treatment Plant. The last meeting was a briefing for state legislatures; Senator Brenda Stanley District 42 and Representative Kelly Albright District 95 attended.

Midwest City along with Norman and Del City are all part of the Central Oklahoma Master Conservancy District. This was established in 1965 in order to provide water to all three cities. As of today, there are two pipelines running from Lake Thunderbird. One extends west to Norman; the other extends northwest about 13 miles to a re-lift pumping station. From this re-lift pumping plant Del City and Midwest City are served by separate lines. The pipeline that serves Midwest City is designed for a capacity of 13,000,000 gallons of water per day.

With the demands placed on all three cities to provide adequate water for drinking and other uses our citizens are accustomed to on a daily basis, there is the possibility that sometime in the future the demand for water will be more than the water that is in Thunderbird Lake. This pilot project is an effort to determine that if the need ever arises, would Indirect Potable Reuse Water be a plausible solution for a shortage of water.

The City of Norman has not asked for any funding from Midwest City or Del City. They did apply for a grant from the Bureau of Reclamation and were recently advised they were awarded \$700,109. There were only 3 other cities or communities that received funding. The Norman IPR project was the only Grant awarded OUTSIDE THE STATE OF CALIFORNIA.

In the press release from the Bureau of Reclamation it stated:

*"The City of Norman, through the Norman Utilities Authority seeks to advance the first indirect potable reuse (IPR) in Oklahoma by augmenting a Bureau of Reclamation reservoir (Lake Thunderbird) with highly treated effluent from the City. The research will be done in collaboration with state regulators and entails pilot-scale testing to evaluate the effectiveness of various advanced treatment processes at emitting target effluent water quality limits in accordance with newly released IPR requirements in Oklahoma. The research also will determine the suitability of these advanced processes for an inland IPR application without the use of high-pressure membranes such as nanofiltration or reverse osmosis. The results of this study could impact future potable reuse projects across the country by advancing a treatment strategy that does not generate a high-concentrate brine and eliminates challenges associated with its disposal."*

This project is still in the very early stages. The City of Norman is waiting on a permit from the Oklahoma Department of Environmental Quality before they can start the actual process.

If proven feasible IPR will have the ability to:

- Provide a drought proof reservoir providing water for Midwest City, Del City and Norman
- Lake Thunderbird is an "impaired waterbody" listed in the 303(d) list. Impaired for DO (Dissolved Oxygen), Turbidity and Chlorophyll-a. The anticipated quality of water produced by the IPR project would be so high, it would have the ability to improve the water quality of the lake
- This would also be a benefit for fish and wildlife, boaters, recreation and tourism by helping maintain lake levels

In my opinion it will be critical for the City of Midwest City to keep an open mind as this project precedes.



The City of  
**NORMAN**

201 W. Gray, Bldg. C • P.O. Box 370  
Norman, Oklahoma 73069 • 73070

**Director of Utilities**

Phone 405-366-5494

Fax 405-366-5447

E-mail; ken.komiske@normanok.gov

April 23, 2019

Mr. Matt Dukes, Mayor  
City of Midwest City  
100 N Midwest Boulevard  
Midwest City OK 73110

Re: Advisory Committee to Norman's Indirect Potable Reuse Pilot Project

Honorable Mayor Dukes:

As we discussed some time ago, the City of Norman will be submitting a Pilot Study Protocol for Indirect Potable Reuse (IPR) to the Oklahoma Department of Quality (DEQ) for approval in the near future. We would like your help in putting together a committee of two or three members from your city to be active participants as we step through this process. The committee members should be individuals the community respects and trust but they are not required to have a technical background. The pilot study will be using different treatment processes, measuring actual results and making adjustments to improve effectiveness and efficiency. This process will continue over several seasons to insure consideration of differing water qualities and temperatures so the committee members should anticipate a two year commitment. The number of meetings, times and duration will be best defined by the committee members. It will be the committee's responsibility to communicate with the project team and their community to make sure the community's concerns are addressed.

This important project is expected to improve the water quality in Lake Thunderbird, provide drought proof resiliency, help meet the State's goal of water for 2060 and be a benefit to all of Oklahoma.

Thank you for your consideration and looking forward to working with the Advisory Committee.

Sincerely,

Kenneth Komiske

CC: Mr. Guy Henson, City Manager, Midwest City  
Ms. Mary Rupp, City Manager, Norman



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
tlyon@midwestcityok.org  
Office: 405-739-1201  
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager

DATE: January 14, 2019

SUBJECT: Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session.

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Appropriate information will be dispersed during executive session.

Tim Lyon, City Manager



FURTHER INFORMATION





MINUTES OF THE ORIGINAL MILE REINVESTMENT COMMITTEE SPECIAL MEETING

City Mangers Conference Room, Second Floor

City Hall, 100 N. Midwest Boulevard

This special meeting of the Original Mile Reivenstment Committee was held in the City Manager’s Conference Room at the City Hall 100 N. Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on December 9, 2019 at 6:00 pm with the following members and visitors present:

**OM Reinvestment Committee members present:**

- Ms. Sarah Lingenfelter- Chair
- Mr. Matt Dukes- Mayor
- Ms. Espaniola Bowen (Ward 3)
- Ms. Amy Otto
- Ms. Susan Gilchrist
- Ms. Theresa Mortimer
- Ms. Kim McNew

**OM Reinvestment Committee member absent:**

- Ms. Susan Eads- Vice Chair (Ward 1)

**Midwest City Staff present:**

- Mr. Tim Lyon- City Manager
- Mr. Billy Harless- Community Development Director
- Ms. Petya Stefanoff- Comprehensive Planner
- Mr. Brandon Bundy- Community Development City Engineer

A. CALL TO ORDER- The meeting was called to order by the Chair Ms. Susan Lingenfelter at 6:00 pm.

**B. DISCUSSION ITEMS**

1. - *Discussing and consideration of approving the minutes of the December 9, 2019 special meeting-* A motion was made by Theresa Mortimer to approve minutes from the special meeting on December 9, seconded by the Mayor, **Aye:** Lingenfelter, Dukes, Bowen, Otto, Gilchrist, Mortimer, and McNew, **Nay:** None, **Abstain:** None; **Absent:** Eads. Motion carried.
2. *Discussion and consideration of approving Original Mile infrastructure project (Key Blvd upgrade)-* There was a general discussion about this item. Theresa Mortimer made a

December 18, 2019

motion to approve the item as presented, Espaniola Bowen seconded the motion. **Aye:** Lingefelter, Dukes, Bowen, Mortimer; **Nay:** Otto, Gilchrist, McNew; **Abstain:** None; **Absent:** Eads. Motion carried.

C. ADJORNMENT

1. Ms. Theresa Mortimer made a motion to adjourn the meeting, Ms. Kim McNew seconded it. The meeting adjourned at 6:46 pm.

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Sarah Lingefelter, Presiding Chair

DRAFT

# RTA

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

## REGIONAL TRANSPORTATION AUTHORITY (RTA) OF CENTRAL OKLAHOMA BOARD OF DIRECTORS MEETING

WEDNESDAY, DECEMBER 11, 2019 | 2:30 P.M.

### ACOG BOARD ROOM

4205 North Lincoln Blvd, Oklahoma City, Oklahoma

## AGENDA

1. Welcome and Introductions ([Attachment 1](#)) - Marion Hutchison, RTA Board Vice-Chair
2. Review and Approval of the November 13, 2019 Minutes ([Attachment 2](#)) - Marion Hutchison, RTA Board Vice-Chair
- ✓ 3. Review and Approve RTA Monthly Financial Report and Claims ([Attachment 3](#)) - Mark W. Sweeney, RTA Executive Director
- ✎ 4. Report from the RFP Evaluation Subcommittee - Steve Eddy, RTA Board Member
- ✎ 5. Discussion of RTA Website - Marion Hutchison, RTA Board Vice-Chair
6. Public Comments - Marion Hutchison, RTA Board Vice-Chair
7. New Business
8. Adjourn

**Next Meeting:** Wednesday, January 29 at 2:30 p.m.

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Please notify ACOG at 405.234.2264 (TDD/TTY Call 7-1-1 Statewide) if you require accommodations pursuant to the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.

Chair  
**Matt Dukes**  
Midwest City Mayor

Vice-Chair  
**Steven J. Gentling**  
Guthrie Mayor

Secretary/Treasurer  
**David Bennett**  
The Village Vice-Mayor

Executive Director  
**Mark W. Sweeney, AICP**

4205 N. Lincoln Blvd. | Oklahoma City, OK 73105 | 405.234.2264 | Fax: 234.2200

acog

ATTACHMENT 1

WELCOME AND INTRODUCTION

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REGIONAL TRANSPORTATION AUTHORITY  
OF CENTRAL OKLAHOMA BOARD OF DIRECTORS

MEMBERSHIP LIST

CITY	NAME
CITY OF DEL CITY	Ken Bartlett
CITY OF EDMOND	James Boggs, <i>Treasurer</i>
CITY OF MIDWEST CITY	Aaron Budd
CITY OF MOORE	Steve Eddy
CITY OF NORMAN	Marion Hutchison, <i>Vice-Chair</i>
CITY OF OKLAHOMA CITY	Brad Henry, <i>Chair</i>
	Mary Mélon, <i>Secretary</i>

## ATTACHMENT 2

### NOVEMBER 13, 2019 MINUTES

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A regular meeting of the Regional Transportation Authority (RTA) was convened at 2:30 p.m. on Wednesday November 13, 2019 in the Board Room of the Association of Central Oklahoma Governments (ACOG), 4205 N. Lincoln Blvd., Oklahoma City, Oklahoma. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk and by notice posted at the ACOG office at least twenty-four (24) hours prior to the meeting.

#### RTA Board of Directors Present

Ken Bartlett  
James Boggs  
Aaron Budd  
Steve Eddy  
Mary Melon  
Brad Henry

#### Entity

Del City  
Edmond  
Midwest City  
Moore  
Oklahoma City  
Oklahoma City

#### RTA Board of Directors Absent

Marion Hutchison

Norman

#### Municipal Staff Support Present

Billy Harless, ADA Project Director  
Jason Ferbrache, COTPA Admin.

Midwest City  
Oklahoma City

#### Guests Present

Derek Sparks, Government Relations  
Kathryn Holmes  
Pete White, Attorney  
Mike Patterson  
Cody Boyd, Public Relations  
Taylor Johnson

Greater Oklahoma City Chamber  
RTA Consultant  
ACOG Legal Counsel  
HNTB  
ODOT  
Norman

#### ACOG Staff

Mark W. Sweeney  
John Sharp  
Debbie Cook  
Jennifer Sebesta  
Hayden Harrison  
Jordan Evans  
Gwendolyn Gordon

#### Position

Executive Director  
Deputy Director  
Director of Finance  
Manager, TPS  
Projects Coordinator II, TPS  
Assistant Planner - Multimodal, TPS  
Administrative Assistant

**1. Welcome and Introductions**

Director Brad Henry called the meeting to order. He welcomed everyone and entertained introductions. There was a quorum.

**2. Review and Approval of the October 16, 2019 Minutes**

Director Mary Melon made a motion to approve the October 16, 2019 minutes. Director Ken Bartlett seconded the motion. The motion carried unanimously. (6-0)

**3. RTA Monthly Financial Report**

Debbie Cook said the question was asked at last month's meeting, about what funds the sweeps they would be investing in. Ms. Cook said they chose the JP Morgan US Treasury Money Market fund, and she brought a copy for Director James Boggs, RTA Board Treasurer, if he was interested.

Ms. Cook said to complete the RTA checking account setup, she needs the SSN# of Director Brad Henry, and Director Marion Hutchison. Director Brad Henry asked the Board if there were any questions.

Director James Boggs thanked Ms. Cook for letting the Board know what fund the RTA money is being invested in. Mr. Boggs said it sounds like all the normal conversion process of transferring money to RTA's own bank account is going smoothly. He asked if there are any concerns that the Board needed to be aware of. Ms. Cook said everything is going along in the normal time restraints, other than needing the social security numbers. Mr. Sweeney said ACOG was also transferring its account from Bank of America to Chase Bank.

Director Brad Henry asked if there were any further questions. There were no questions.

**4. Update regarding meeting with ODOT/FHWA**

Director Brad Henry asked the committee to recall discussions in past meetings about building institutional capacity for the RTA, and to become a direct recipient of federal funding. Mr. Henry said the RTA has adopted their own Procurement Policy and Procedures Manual. He said they have now completed the assignment of the consultant's contract from ACOG to the RTA. They are working on a RFP, through the RFP Evaluation Subcommittee, to solicit proposals for the updated corridor study.

Director Henry said they also talked about becoming a subrecipient of ACOG to receive Federal Highway Administration (FHWA) funds. He said in a previous telephone conversation, the Federal Transit Authority (FTA) said since the Oklahoma Department of Transportation (ODOT) was the primary conduit to which FHWA planning funds flow, it is possible the RTA could be a subrecipient directly under ODOT.

Director Brad Henry said they set up a meeting last Friday with the Director of the ODOT/Secretary of Transportation, Tim Gatz. He said Mr. Gatz brought several of his key staff to the meeting. Also, Mark Sweeney and John Sharp as well as Kathryn Holmes and Marion Hutchison attended the meeting. He said ODOT wants to see the RTA succeed and is willing help in any way they can.

Director Brad Henry said ODOT does not believe there is a way to become a subrecipient of ODOT. The money needs to be funneled through ACOG as it is

currently planned. He said they talked about a pass-through agreement between ODOT, ACOG, and RTA that would outline monies of federal highway funds through ODOT and programmed through ACOG, that would then flow to the RTA, for the specific purposes of the updated corridor study. He said ACOG would maintain oversight of the funds, and oversight responsibility of RTA for administration of those funds.

Director Brad Henry said Kathryn Holmes has prepared a draft of a pass-through document and forwarded it to ODOT. She also has prepared an ACOG oversight agreement, and a copy of the RTA Procurement Policy and Procedures Manual adopted at the last meeting. He said they are waiting to hear back from ODOT. Mr. Henry said the hope is that ODOT will give a final blessing to this process.

Director Brad Henry said they are not in a rush for this pass-through agreement; we have time. Kathryn Holmes agreed with Mr. Henry, saying the money needs to be in place by the time the consultants are hired.

Kathryn Holmes said the package of agreements, oversight agreement, and the Procurement Policy and Procedures Manual (PPM) was previously distributed to the FTA and was approved by FTA. She said the changes that were discussed at the last RTA meeting are now with the committee a redline document with the changes requested by the FTA. She said ODOT may have its own changes, but there has been a review and approval of the three documents by a sister agency.

Director Brad Henry asked Mark Sweeney if he had anything to add. Mr. Sweeney said he had three points he wanted to make. 1) The pass-through agreement needs to be developed with ACOG, ODOT, and the FHWA. It is important because ODOT will be a part of the agreement. He said their name will show up in the document; therefore, how we design that agreement is very pivotal to the success. 2) The RTA Procurement Policy needs to be sent to FHWA for their review and for them to put their blessing on it. 3) The RFP will need to be reviewed by ODOT and FHWA as well. He said that ODOT will have a representative on the technical committee for the RFP.

Mr. Sweeney said the only questions he has is related to the schedule of the RFP and he wants to know the impact of getting the agreement in place. He said he must work with his legal counsel to figure out what other models are available that may be of value to us to develop an appropriate agreement. Mr. Sweeney said this type of agreement is new to ACOG and it has never been done in the state of Oklahoma. It is breaking new ground; therefore, we need to research and bring all the pieces together so when ACOG sits down with ODOT and works out all the details, we have all the information in front of us.

Kathryn Holmes said we certainly need to confirm FHWA has approved all these needs. She said it is a fact that the FHWA was involved in the FTA meeting, so their comments were passed along by FTA. She said the meeting they had with FTA included FHWA representation as well as ODOT representation. She said it is important to check that box again, but she thinks they have already blessed these things.

Director Brad Henry said the RTA has one of the premier transit consultants in the country in Kathryn Holmes. Therefore, he can appreciate looking at the agreement, but he does not think we need to take weeks or months doing a lot of research. He said we have our consultant who is a lawyer who has dealt with this kind of work. We have had

input from FTA, FHWA, and ODOT and at some point, we need to move along. Ms. Holmes said in the meeting with ODOT, she and ODOT Deputy Director Dawn Sullivan talked about forwarding all the documents to ODOT's General Counsel. Ms. Holmes said these pass-through agreements are very common. She is confident that general counsel will be reaching out to other counsel in other regions, or states confirming him or herself particularly for federal planning funds. She is confident that ODOT's General Counsel will undertake the detailed legal analysis and review to satisfy themselves that the agreement is consistent with how planning funds are passed through.

Director Brad Henry asked if anyone had anything to add. Director Aaron Budd asked what the ramifications are if the agreement is done incorrectly. Director Henry said a lot of work has been done and there is no need to reinvent the wheel. He said we have received input from all agencies, and we are waiting final input from ODOT. Director Henry said that Mark Sweeney's point of researching all the alternatives, he does not know what that means, and he does not want it to slow down getting the RFP out. Mr. Henry said it will be done right. Director Aaron Budd said fine as long as he does not have to go back to Midwest City asking for more money.

Kathryn Homes said conceptually the purpose of the agreement is passing down the requirements to comply with federal grant requirements. She said ODOT has to comply with federal grant requirements when it gets the grant and it passes to ACOG the obligation to comply with federal grant requirements. Then ACOG passes the requirement down to RTA. Ms. Holmes said it is reciting all the legislation you are subject to. She said it is making sure federal obligations are being passed down, and that we agree to be subject to them and ACOG agrees to provide oversight.

Ms. Holmes said there is a companion monitoring procedure that ACOG will follow to confirm that the RTA is following all the grant requirements.

Mark Sweeney said in the meeting with ODOT, Secretary Gatz said at the end of the day ACOG is responsible for the federal funding. ACOG is providing staffing for the RTA and the federal money for the transit plan update. ACOG must be sure it is following the federal guidelines.

Director Brad Henry asked if there were any further questions. Director James Boggs said the RTA has come a long way and it is exciting, and he thanked Kathryn Holmes and Mark Sweeney.

**5. Update from Property Acquisition Subcommittee**

Director Brad Henry filled in for Director Marion Hutchison who was out sick. Mr. Henry said the Property Acquisition Subcommittee met today at 1:30 p.m., and primarily they discussed how they will approach the upcoming legislative session. They talked about possible authors for the legislation that they want to submit to the legislature that will assist the RTA in their negotiation with Burlington Northern Santa Fe (BNSF). He said they also talked about the schedule for visiting with legislative leaders and updating member cities. He said that each of the Board members need to visit with their city liaison to see what type of update they prefer.

Director Brad Henry said Jason Ferbrache attends every RTA meeting and he does a good job of keeping the Oklahoma City Mayor informed of RTA actions and progress.



He said it is important that we keep our member cities informed on what the RTA is doing, and how it is progressing. Director Henry said the legislation they are working on is not going to be controversial at all. He asked if there were any questions. There were no questions.

Director Henry asked for a motion to move into the Executive Session. Director Ken Bartlett made the motion to move into the Executive Session. Director James Boggs seconded the motion. The motion carried unanimously. (6-0)

**6. Proposed Executive Session**  
Meeting closed to the public.

Director Brad Henry asked for a motion to come back into regular session. Director Aaron Budd made the motion to return to regular session. Director Ken Bartlett seconded the motion. The motion carried unanimously. (6-0).

**7. Open Public Meeting – Report and consider vote on any actions to be taken by the RTA Board as a result of the Executive Session.**

Director Brad Henry said there are no items that needed a vote.

**8. Proposed Meeting Schedule of 2020**

Mark Sweeney handed out the schedule of RTA Board Meetings for 2020. The bylaws state that RTA meets on the third Wednesday of every month. The January 15, 2020 meeting was changed to January 29, and the February 24 meeting was changed to February 26, 2020.

Director James Boggs asked for an outlook request for the RTA meeting. Mr. Sweeney said he would make that available to the Board.

**9. Public Comments**  
None

**10. New Business**

Director Steve Eddy said the RFP Evaluation Subcommittee had a meeting today at 11:00 a.m. Mr. Eddy said he was appointed Chair of the Subcommittee. He said they laid out the path for the issuance of the RFP and talked about proposed changes to the RFP that Kathryn Holmes suggested. Mr. Eddy said they looked at refining the schedule. He said the goal is to issue the RFP early next year in January 2020. The plan is to have a kickoff meeting with the consultants in May. He said they also talked about a Technical Committee and five members that would assist with the RFP process.

Director Brad Henry asked what agencies were the five (5) people from. Director Eddy said it is ODOT, John Sharp with ACOG, Jason Ferbrache with COTPA, Shawn O’Leary with the City of Norman and Billy Harless with the City of Midwest City.

Director Brad Henry asked if there were any questions. Director James Boggs said to remind members of the RFP Evaluation Subcommittee to be mindful of being approached by potential vendors. Director Henry said he agrees the committee needs to be careful and not entertain talking to a potential vendor because it would invalidate their bid.

**11.. Adjourn**

Director Brad Henry asked for a motion to adjourn the meeting. Director Ken Bartlett made a motion to adjourn. Director Mary Melon seconded the motion. The motion carried. Unanimously (6-0). The meeting adjourned at 4:00 p.m.

ATTACHMENT 3

RTA LOCAL FUNDING

Attachment

**BE IT RESOLVED, that on this 11th day of December 2019, the following claims for payment are approved by the Regional Transportation Authority of Central Oklahoma (RTA); and the Executive Director and ACOG staff are directed to electronically pay such claims from the RTA bank account.**

**ACOG Administrative Services (20%)**

Salaries	\$	1,099.33	
Fringe Benefits		463.04	
Indirect Costs		<u>1,063.66</u>	
Total Personnel Costs			\$ 2,626.03
Copier			
Mileage			
Postage			
Printing			
Special Projects			
Supplies			
Telephone			2.04
Travel			
<i>Total ACOG Administrative Services</i>			<u>\$ 2,628.07</u>

**RTA Local 100%**

Holmes & Associates <i>(Consultant - 2 months)</i>	\$	69,874.43	
Peter S White, P.C. <i>(Legal)</i>		2,437.50	
<i>Total RTA Operating/Maintenance</i>			<u>72,311.93</u>
<b>Total December Claims</b>			<u><u>\$ 74,940.00</u></u>

ATTEST:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
TREASURER

After December 2019 Claims

Local split	Population	% Pop	Local Share Contributed	Spent	Funds Remaining
Del City	21,332	2.3621%	\$ 49,579.47	\$ 20,008.19	\$ 29,571.28
Edmond	81,405	9.0138%	189,200.13	76,353.21	112,846.92
Midwest City	54,371	6.0204%	126,368.16	50,996.87	75,371.29
Moore	55,081	6.0990%	128,018.33	51,662.81	76,355.52
Norman	110,925	12.2825%	257,810.01	104,041.28	153,768.74
OKC	579,999	64.2222%	1,348,023.89	544,005.73	804,018.16
	<b>903,113</b>		<b>\$ 2,099,000.00</b>	<b>\$ 847,068.10</b>	<b>\$ 1,251,931.90</b>

Statement of Revenues and Expenditures by Period  
RTA

	FY 16	FY 17	FY 18	FY 19	FY 20 To Date		Total	
	7/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 06/30/18	07/01/18- 06/30/19	Correction - FY 19 cost not RTA	07/01/19- 10/31/19	December 2019 Claims Invoices	
Expenditures								
Salaries	5000 \$ 3,571.36	\$ 9,878.16	\$ 27,296.42	\$ 43,099.31		\$ 10,327.24	\$ 5,496.64	\$ 99,669.13
Fringe Benefits	5020 1,378.16	3,631.64	10,353.04	15,539.85		4,349.83	2,315.18	37,567.70
Mileage	6000 0.00	0.00	0.00	89.32		4.00	-	93.32
Travel	6020 0.00	25.33	173.96	39.22		-	-	238.51
Insurance	6100 0.00	0.00	0.00	342.24		2,496.76	-	2,839.00
Postage	6220 0.00	0.00	0.00	49.00		-	-	49.00
Printing	6240 0.00	0.00	0.00	135.00		-	-	135.00
Printing - local	6240 0.00	0.00	0.00	323.07		-	-	323.07
Supplies	6300 0.00	0.00	0.00	578.06		-	-	578.06
Telephone	6320 0.00	0.00	0.00	0.00		39.71	10.22	49.93
Internet Service	6340 0.00	40.34	0.00	0.00		-	-	40.34
Special Projects	6370 0.00	0.00	0.00	2,687.73	(18.18)	-	-	2,669.55
Legal	6400 0.00	0.00	1,071.00	7,075.00		4,000.00	2,437.50	14,583.50
Consultants - Massie	6420 0.00	760.07	4,468.75	0.00		-	-	5,228.82
Consultants - Holmes	6420 0.00	0.00	304,115.55	347,208.53		58,460.80	69,874.43	779,659.31
Indirect Costs	6900 2,633.22	7,767.74	23,067.17	38,687.92		9,992.15	5,318.29	87,466.49
<b>Total Expenditures</b>	<b>\$ 7,582.74</b>	<b>\$ 22,103.28</b>	<b>\$ 370,545.89</b>	<b>\$ 455,854.25</b>	<b>\$ (18.18)</b>	<b>\$ 89,670.49</b>	<b>\$ 85,452.26</b>	<b>\$ 1,031,190.73</b>
Federal Revenue (PL/FTA)	\$ 5,960.04	\$ 17,682.62	\$ 52,148.30	\$ 78,041.12	\$ -	\$ 19,778.29	\$ 10,512.26	\$ 184,122.63
Local Match from RTA Participants	1,622.70	4,420.66	318,397.59	377,813.13	(18.18)	69,892.20	74,940.00	847,068.10
<b>Total Revenues</b>	<b>\$ 7,582.74</b>	<b>\$ 22,103.28</b>	<b>\$ 370,545.89</b>	<b>\$ 455,854.25</b>	<b>\$ (18.18)</b>	<b>\$ 89,670.49</b>	<b>\$ 85,452.26</b>	<b>\$ 1,031,190.73</b>

These are 100% RTA local not 80% fed/20% local  
ACOG Oct Personnel Costs included on Dec Claims Invoices List

# Midwest City

<b>BUILDING REPORT</b>		<b>Nov-2019</b>
4	INDIVIDUAL RESIDENCES	\$ 490,500.00
	DUPLEXES	
	APARTMENTS REMODEL/NEW	
	CONDOMINIUMS/TOWNHOUSE/APARTMENTS (STUDENT HOUSING)	
	PRIVATE GARAGES	
4	RESIDENTIAL REPAIR & EXPANSION	\$ 86,000.00
9	FENCES	\$ 21,300.00
	SWIMMING POOLS/HOT TUBS	
2	CARPORTS	\$ 6,680.00
1	PATIO COVER	\$ 4,000.00
	PERSONAL STORAGE UNIT	
6	ACCESSORY BLDG.	\$ 42,638.00
2	STORM SHELTER	\$ 5,500.00
2	DEMOLITION	\$ 1,500.00
15	DRIVE WAY	
	HOUSE RELOCATE ( MOVE IN ) / HOUSE MOVING (OUT)	
3	RETAINING WALL	\$ 6,000.00
12	ROOF	\$ 108,700.00
	<b>TOTAL VALUE OF RESIDENTIAL</b>	<b><u>\$772,818.00</u></b>
	<b><u>INDUSTRIAL AND COMMERCIAL:</u></b>	
	NEW BUSINESS STRUCTURES	
2	BUSINESS STRUCTURES REPAIRED/ EXPANDED	\$ 6,050.00
	SMALL WIRELESS FACILITIES	
10	SIGNS	\$ 113,000.00
	DEMOLITION	
	TENANT FINISH	
	POOLS	
	CANOPY/COVERED PARKING/PATIO COVER	
	FENCE	
	TENTS / SEASONAL BUILDINGS / REVOCABLE	
	DRIVE WAY/ PARKING LOT	
	RETAINING WALL	
11	ROOF	\$ 147,700.00
	<b>TOTAL VALUE OF INDUSTRIAL/ COMMERCIAL BUILDINGS</b>	<b><u>\$266,750.00</u></b>
	<b><u>PUBLIC AND SEMI PUBLIC</u></b>	
	NEW SCHOOL STRUCTURES	
	SCHOOL STRUCTURE REPAIR/ EXPANDED	
	SCHOOL STRUCTURE MOVED IN	
	SIGNS	
	NEW CHURCH	
	NEW CHURCHES ( REMODEL EXISTING SPACE)	
	ACCESSORY BLDG.	
	CHURCH GARAGE	
	CHURCH REPAIR/ EXPANDED	
	NEW HOSPITAL STRUCTURE	
1	HOSPITAL STRUCTURE REPAIR / EXPANDED	\$ 10,000.00
	CITY PROPERTY REPAIR	
	CITY PROPERTY NEW	
	DEMOLITIONS	
	DRIVE WAY PARKING LOT	
	ROOF	
	<b>TOTAL VALUE OF PUBLIC AND SEMI-PUBLIC BUILDINGS</b>	<b><u>\$10,000.00</u></b>
	<b>GRAND TOTAL VALUE OF BUILDING PERMITS ISSUED</b>	<b><u>\$1,049,568.00</u></b>

**NEW SINGLE RESIDENTIAL BUILDING PERMITS**

Nov-2019

ADDRESS	BUILDER/CONTRACTOR	PERMIT #	VALUE
10332 SE 24TH ST	HOME CREATIONS INC	19 1942	\$136,500.00
10529 SE 23RD ST	HOME CREATIONS INC	19 1932	\$123,500.00
10537 SE 23RD ST	HOME CREATIONS INC	19 1904	\$112,500.00
2239 CHAMPOLI DR	IDEAL HOMES	19 2181	\$118,000.00

**NEW DUPLEX RESIDENTIAL BUILDING PERMITS**

ADDRESS BUILDER/CONTRACTOR PERMIT # VALUE

**DEMOLITION or MOVE**

ADDRESS	CONTRACTOR	PERMIT #	VALUE
2600 N AIR DEPOT BLVD	K&M WRECKING	19 2142	\$1,000.00
409 N WESTMINSTER	PICKARD CONSTRUCTION	19 2073	\$500.00

**REPLACE EXISTING ROOF**

ADDRESS	CONTRACTOR	PERMIT #	VALUE
100 THREE OAKS DR	PARKER BROTHERS (ESCROW)	19 2183	\$14,700.00
1029 TALL OAKS DR	ROOF TECH OF OKLAHOMA	19 2144	\$6,300.00
1033 TALL OAKS DR	ROOF TECH OF OKLAHOMA	19 2145	\$6,300.00
11216 LARKIN LN	PARKER BROTHERS (ESCROW)	19 2150	\$14,000.00
12433 HASTINGS RD	CANTRELL EXTERIORS FINISHES	19 2164	\$7,200.00
1300 S DOUGLAS BLVD	PARKER BROTHERS (ESCROW)	19 2185	\$14,000.00
1709 N KEY BLVD	PARKER BROTHERS (ESCROW)	19 2151	\$7,900.00
1813 WHISPERING TRL	LEGACY ROOFING	19 2086	\$7,500.00
204 E KERR DR	NAJERA CONSTRUCTION & ROOFING	19 2121	\$8,000.00
2405 N THORNTON DR	CARTER FAMILY CONSTRUCTION	19 2162	\$7,000.00
6109 SE 9TH ST	PARKER BROTHERS (ESCROW)	19 2193	\$8,900.00
8914 NE 13TH ST	PARKER BROTHERS (ESCROW)	19 2128	\$6,900.00

**BUSINESS CERTIFICATE OF OCCUPANCY/CHANGE OF OWNERSHIP**

<b>ADDRESS</b>	<b>NAME OF BUSINESS</b>	<b>APPLICANT</b>	<b>PERMIT #</b>	
1200 S AIR DEPOT BLVD A	ADVENTURE DENTAL AND VISION	CHARLES KEITHLINE	19	2158
232 S AIR DEPOT BLVD D	GOOD TIME & GREAT VIBES	RYAN RUTLEDGE/ LABRIKA CH	19	2225
2412 S DOUGLAS BLVD	10-8 TACTICAL LLC	DEAN ANDERMAN	19	2205
2750 S POST RD	ALLSTATE	OSENGA FAMILY INC.	19	2083
2831 S DOUGLAS BLVD	HARRIS DENT REPAIR	RICHARD HARRIS	19	2153
6601 SE 29TH ST	IDEAL FORD LLC OF OKLAHOMA	JOE COOPER	19	2102
700 S AIR DEPOT BLVD A	Chinese massage	SHNYAN LI	19	2101
700 S AIR DEPOT BLVD B	XPERIENCE NUTRITION	SCOTT GIBSON	19	2227
700 S AIR DEPOT BLVD D	CBD PLUS + RS.RV	BARKER INTERPRISES	19	2236
7003 E RENO AVE	K FOR KUSH	SHAHZAIB AMJAD, COURTNEY	19	2241
7199 SE 29TH ST STE 104-5	SEAFOOD PARTY	JING JING QU	19	2195
7201 SE 29TH ST SUITE 210	HUNTINGTON JEWELRY	LANTZ & LISA SMITH	19	2108
725 S AIR DEPOT BLVD S	MED SHACK FLOWER THERAPY	FRLICIA HINTON	19	2132
9233 NE 10TH ST	BRIGHT STAR'S CHILDCARE ACADEMY	JASMIN JAGGERS	19	2113



**INDUSTRIAL & COMMERCIAL BUILDINGS NEW**

Nov-2019

ADDRESS DESCRIPTION EST. COST CONTRACTOR OR OWNER PERMIT #

**REPAIR/ REMODEL/ADD ON**

ADDRESS DESCRIPTION EST. COST CONTRACTOR OR OWNER PERMIT #

351 N AIR DEPOT BLVD GG	taking down a wall	\$50.00		19	2029
700 S AIR DEPOT BLVD A	REMODEL FOR A MASSAGE	\$6,000.00		19	2104

**TENANT FINISH OR WHITE BOX**

ADDRESS DESCRIPTION EST. COST CONTRACTOR OR OWNER PERMIT #

**DEMOLITION**

ADDRESS VALUE

**REPLACE EXISTING ROOF**

ADDRESS VALUE CONTRACTOR PERMIT #

2509 W GLENHAVEN DR	\$5,000.00	BEST CHOICE ROOFING	19	2211
2513 W GLENHAVEN DR	\$5,000.00	BEST CHOICE ROOFING	19	2210
2517 W GLENHAVEN DR	\$5,000.00	BEST CHOICE ROOFING	19	2209
2521 W GLENHAVEN DR	\$5,000.00	BEST CHOICE ROOFING	19	2212
2525 W GLENHAVEN DR	\$5,000.00	BEST CHOICE ROOFING	19	2213
320 N MIDWEST BLVD	\$100,000.00	RA CONSTRUCTION GROUP	19	2175
7004 E RENO AVE	\$5,500.00	BEST CHOICE ROOFING	19	2133
7012 E RENO AVE	\$3,100.00	BEST CHOICE ROOFING	19	2137
7014 E RENO AVE	\$3,100.00	BEST CHOICE ROOFING	19	2136
7016 E RENO AVE	\$5,500.00	BEST CHOICE ROOFING	19	2135
7018 E RENO AVE	\$5,500.00	BEST CHOICE ROOFING	19	2134

**PUBLIC & SEMI PUBLIC BUILDINGS**

Nov-2019

NEW

**NEW      ADDRESS      DESCRIPTION      CONTRACTOR OR OWNER      EST. COST      PERMIT #**

**SEMI PUBLI BUILDING**

REMODEL/ADD ON

REPAIR/  
REMODEL

<b>ADDRESS</b>	<b>DESCRIPTION</b>	<b>CONTRACTOR OR OWNER</b>	<b>EST. COST</b>	<b>PERMIT #</b>	
2825 PARKLAWN	WALL RELOCATE FOR MAMMOGRAM	GRAHAM CONSTRUCTION	\$10,000.00	19	2063

**REPLACE EXISTING ROOF**

**ADDRESS      DESCRIPTION      VALUE      CONTRACTOR PERMIT #**

LOCATION / DESCRIPTION OF APPLICATION

NAME OF APPLICANT OR OWNER PC# or BA#

Part the NE/4 of Section 8, T11N, R1W, and addressed as a part of 2101 S. Anderson Road.	Joel Bryant	PC-2028
Part of the NW/4 of Section 5, T11N, R1W and addressed as 10309 Belmont Ave.	Daphne and Dedra Ibanez	PC-2029
Part of the SW/4 of Section 8, T11N, R1W, addressed as 2500 Hand Road.	Kathy Burley	PC-2030
Part of the NW/4 of Section 34 T-11-N, R-2-W, located at 3612 Oak Grove Drive.	Ella Jefferson-Speed	PC-2031
Part the SE/4 of Section 27, T12N, R2W, and addressed as 1145 N. Midwest Blvd	Jorge Mendros	PC-2025
Part of the SW/4 of Section 6, T11N, R1W, located at 10332 SE 10 <sup>th</sup> Street.	Kevin Ergenbright	PC-2032
Block A, Lot 15 of the Marydale Acres Addition, in Midwest City, Oklahoma County, Oklahoma, addressed as 1513 N. Post Road.	Dean Bray	BA-402
Lot 1 and the north twenty (20) feet of Lot 2, Block 3 of The Orchard Addition to Midwest City, addressed as 2301 Orange Drive.	Ariana Carnes	BA-403

**STORM WATER QUALITY PERMITS**

Nov-2019

<b>DATE</b>	<b>LOCATION / DESCRIPTION</b>	<b>NAME OF CONTRACTOR OR OWNER</b>	<b>PERMIT #</b>
11/22/2019	2222 N DOUGLAS BLVD	HARBOR HOUSE COMM BUILDING	19-2046
11/26/2019	5902 SE 15TH ST	PHASE ONE DESIGN	19-2109

**LAND DISTURBANCE PERMIT**

<b>DATE</b>	<b>LOCATION / DESCRIPTION</b>	<b>NAME OF CONTRACTOR OR OWNER</b>	<b>PERMIT #</b>
11/22/2019	2222 N DOUGLAS BLVD	HARBOR HOUSE COMM BUILDING	19-2046
11/26/2019	10100 SE 10TH ST	LEX LLC	19-2251
11/26/2019	5902 SE 15TH ST	PHASE ONE DESIGN	19-2109

**TOTAL RESIDENTIAL PERMITS 2017**

<b><u>MONTH</u></b>	<b><u>NO</u></b>	<b><u>ESTIMATED COST</u></b>
JANUARY	7	\$ 780,000.00
FEBRUARY	7	\$ 868,900.00
MARCH	5	\$ 1,690,824.00
APRIL	5	\$ 534,000.00
MAY	13	\$ 1,577,800.00
JUNE	13	\$ 1,881,760.00
JULY	19	\$ 2,909,000.00
AUGUST	11	\$ 1,322,000.00
SEPTEMBER	8	\$ 970,000.00
OCTOBER	12	\$ 1,580,000.00
NOVEMBER	12	\$ 2,176,000.00
DECEMBER	10	\$ 1,656,000.00
<b>TOTAL</b>	<b>122</b>	<b>\$ 17,946,284.00</b>

**TOTAL RESIDENTIAL PERMITS 2018**

<b><u>MONTH</u></b>	<b><u>NO</u></b>	<b><u>ESTIMATED COST</u></b>
JANUARY	7	\$ 1,477,000.00
FEBRUARY	5	\$ 652,000.00
MARCH	23	\$3,441,025.00
APRIL	26	\$ 1,909,858.00
MAY	32	\$ 3,858,300.00
JUNE	30	\$ 4,186,100.00
JULY	7	\$ 709,400.00
AUGUST	12	\$ 1,847,800.00
SEPTEMBER	16	\$ 2,785,440.00
OCTOBER	8	\$ 1,018,500.00
NOVEMBER	10	\$ 1,200,000.00
DECEMBER	19	\$ 3,328,100.00
<b>TOTAL</b>	<b>195</b>	<b>\$ 26,413,523.00</b>

14 RESD \$1,851,250.00  
11- 6 PLEX W/ Common \$58,608.00

**TOTAL RESIDENTIAL PERMITS 2019**

<b><u>MONTH</u></b>	<b><u>NO</u></b>	<b><u>ESTIMATED COST</u></b>
JANUARY	2	\$ 235,000.00
FEBRUARY	11	\$ 1,911,500.00
MARCH	16	\$ 2,472,200.00
APRIL	22	\$ 3,225,000.00
MAY	12	\$ 1,678,500.00
JUNE	25	\$ 3,070,400.00
JULY	13	\$ 1,838,200.00
AUGUST	12	\$ 2,189,900.00
SEPTEMBER	7	\$ 1,236,857.00
OCTOBER	15	\$ 1,809,000.00
NOVEMBER	4	\$ 490,500.00
DECEMBER		

11 Single Family Homes \$1,678,500.00  
1 RSC Student Housing \$4,247,440.00

TOTAL COMMERCIAL PERMIT-2017 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST
JANUARY	1	\$ 1,678,000.00
FEBRUARY	2	\$ 78,000.00
MARCH	2	\$ 625,000.00
APRIL	1	\$ 240,000.00
APRIL	-	-
MAY	2	\$ 204,831.00
JUNE	1	\$ 35,000.00
JULY	1	\$ 400,000.00
AUGUST	0	\$ -
SEPTEMBER	0	\$ -
OCTOBER	1	\$ 250,000.00 NEW
OCTOBER	2	\$ 175,000.00 TF
NOVEMBER	3	\$ 996,550.00 NEW/TR/WB
DECEMBER	2	\$ 300,000.00
<b>TOTAL</b>	<b>18</b>	<b>\$ 4,982,381.00</b>

TOTAL COMMERCIAL PERMIT-2017 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST
JANUARY	3	\$ 37,500.00
FEBRUARY	6	\$ 240,400.00
MARCH	2	\$ 385,000.00
APRIL	5	\$ 1,970,000.00 schools
APRIL	2	\$ 70,850.00 remodel/add
MAY	4	\$ 59,400.00
JUNE	3	\$ 67,000.00 remodel
JULY	5	\$ 291,000.00 remodel
AUGUST	3	\$ 848,000.00 REMOD
SEPTEMBER	6	\$ 310,800.00 REMOD
OCTOBER	6	\$ 700,000.00 REMOD
OCTOBER	0	\$ -
NOVEMBER	2	\$ 10,400.00 REMOD
DECEMBER	5	\$ 85,000.00
<b>TOTAL</b>	<b>52</b>	<b>\$ 5,075,350.00</b>

TOTAL COMMERCIAL PERMIT-2018 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST
JANUARY	3	\$ 4,210,600.00
FEBRUARY	3	\$ 21,170,300.00
MARCH	1	\$ 35,000.00
APRIL	2	\$ 115,000.00
MAY	1	\$ 475,000.00
JUNE	0	\$ -
JULY	2	\$ 2,500,000.00
AUGUST	1	\$ 1,699,000.00
SEPTEMBER	6	\$ 4,075,000.00
OCTOBER	0	comm
OCTOBER	5	\$ 18,775,000.00 school
NOVEMBER	3	\$ 682,500.00 COMM
NOVEMBER		\$ 11,615,772.00 SCHOOL
DECEMBER	0	
DECEMBER	0	
<b>TOTAL</b>	<b>27</b>	<b>\$ 65,353,172.00</b>

TOTAL COMMERCIAL PERMIT-2018 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST
JANUARY	1	\$ 180,000.00
FEBRUARY	3	\$ 230,000.00
MARCH	7	\$ 422,200.00
APRIL	3	\$ 618,391.00
MAY	2	\$ 49,615.00
JUNE	5	\$ 196,500.00
JULY	5	\$ 1,042,452.00
AUGUST	5	\$ 267,000.00
SEPTEMBER	4	\$ 151,200.00
OCTOBER	6	\$ 481,000.00 comm
OCTOBER	2	\$ 820,000.00 school
NOVEMBER	4	\$ 123,382.00 COMM
NOVEMBER	3	\$ 746,455.00 SCHOOL
DECEMBER	2	\$ 6,800.00 COMM
DECEMBER	1	\$ 40,000.00 SCHOOL
<b>TOTAL</b>	<b>53</b>	<b>\$ 5,374,995.00</b>

TOTAL COMMERCIAL PERMIT-2019 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST
JANUARY	6	\$ 2,505,000.00 Comm
JANUARY	1	\$ 1,540,000.00 Church
FEBRUARY	2	\$ 3,025,000.00
FEBRUARY	0	
MARCH	4	\$ 1,863,500.00
APRIL	0	
MAY	0	
JUNE	2	\$ 115,000.00
JULY	2	\$ 467,000.00
AUGUST	2	\$ 1,540,000.00 add/new 3 IF 2 were rptd on shell
AUGUST	3	\$ 20,000.00
SEPTEMBER	1	\$ 500,000.00
OCTOBER	3	\$ 635,000.00
NOVEMBER	0	
DECEMBER		

TOTAL COMMERCIAL PERMIT-2019 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST
JANUARY	4	\$292,000.00 Comm
JANUARY	1	\$3,000,000.00 School
FEBRUARY	8	\$22,365.00
FEBRUARY	1	\$45,000.00 SCHOOL
MARCH	3	\$6,300.00
APRIL	6	\$359,383.00
MAY	6	\$755,500.00
JUNE	4	\$1,025,000.00
JULY	4	\$563,150.00
AUGUST	2	\$163,000.00
AUGUST	1	\$4,700,000.00 School
SEPTEMBER	3	\$59,000.00
OCTOBER	5	\$1,049,900.00
NOVEMBER	3	\$16,050.00
DECEMBER		

Nov-2019

BUILDING INSPECTIONS	CURRENT MONTH	YEAR TO DATE
NUMBER OF BUILDING FINAL INSPECTIONS:	23	281
NUMBER OF BUILDING C/O INSPECTIONS RESIDENTIAL:	13	151
NUMBER OF BUILDING C/O INSPECTIONS COMMERCIAL:	17	210
NUMBER OF MISC BUILDING INSPECTIONS:	9	88
NUMBER OF ENGINEERING SITE INSPECTIONS:	2	139
NUMBER OF STORM SHELTER INSPECTIONS:	3	42
NUMBER OF CITATIONS ISSUED:		
NUMBER OF NOTICE AND ORDERS ISSUED:		
NUMBER OF WARNINGS ISSUED:		
NUMBER OF POSTING/PLACARD:	1	6
NUMBER OF PENALTIES:	26	475
TOTAL NUMBER OF INSPECTIONS: all inspectors	779	9,037



*The City Of Midwest City*  
*Neighborhood Services Department*  
*Neighborhoods In Action • Code Enforcement • Neighborhood Initiative*

MEMO

To: Honorable Mayor and Council  
From: Mike S. Stroh, Neighborhood Services Director  
Date: January 14, 2020  
Subject: Review of the monthly Neighborhood Services report for November 2019.

In November 2019, the Code Enforcement Division had seven officers for the month. City Clerk's Code Officer was included in these numbers. Together they opened 314 new cases, cleared 328 cases, contracted 21 properties, and wrote 21 new citations. This makes 7,953 cases for the year and we currently have 481 open cases.

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

	November 2018	Total 2018	November 2019	Total 2019
Tall Grass & Weeds	27	2,525	4	2,443
Rubbish	24	713	58	897
Trash & Debris	94	1,621	62	1,456
Other Nuisance	108	1,547	86	1,470
Structures	33	838	56	814
Vehicles	40	526	35	568

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

	November 2018	Total 2018	November 2019	Total 2019
Ward 1	92	2,498	76	2,301
Ward 2	22	805	72	1,269
Ward 3	98	1,433	66	1,596
Ward 4	36	697	34	650
Ward 5	35	1,515	55	1,372
Ward 6	51	966	11	765



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*

Mike S. Stroh, Neighborhood Services Director



*The City Of Midwest City*  
*Neighborhood Services Department*  
*Neighborhoods In Action • Code Enforcement • Neighborhood Initiative*

MEMO

To: Honorable Mayor and Council  
From: Mike S. Stroh, Neighborhood Services Director  
Date: January 14, 2020  
Subject: Review of the monthly Neighborhood Services report for December 2019.

In December 2019, the Code Enforcement Division had seven officers for the month. City Clerk's Code Officer was included in these numbers. Together they opened 174 new cases, cleared 184 cases, contracted 8 properties, and wrote 12 new citations. This makes 8,127 cases for the year and we currently have 476 open cases.

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

	December 2018	Total 2018	December 2019	Total 2019
Tall Grass & Weeds	4	2,529	1	2,444
Rubbish	41	754	24	921
Trash & Debris	89	1,710	54	1,510
Other Nuisance	100	1,647	56	1,526
Structures	26	864	17	831
Vehicles	21	547	17	585

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

	December 2018	Total 2018	December 2019	Total 2019
Ward 1	48	2,498	65	2,366
Ward 2	38	805	10	1,279
Ward 3	78	1,433	31	1,627
Ward 4	31	697	24	674
Ward 5	66	1,515	32	1,404
Ward 6	23	966	12	777

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*

Mike S. Stroh, Neighborhood Services Director



Agenda for the  
JANUARY 14, 2020  
MIDWEST CITY  
MUNICIPAL AUTHORITY

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The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City's YouTube channel: [Bit.ly/youtubemwc](https://bit.ly/youtubemwc).

The recorded video will be available on the City's YouTube channel: [Bit.ly/youtubemwc](https://bit.ly/youtubemwc) and the City's website: [www.midwestcityok.org](http://www.midwestcityok.org) within 48 hours.

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 739-1213 or email [bbundy@midwestcityok.org](mailto:bbundy@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.



**CITY OF MIDWEST MUNICIPAL AUTHORITY AGENDA**  
City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

January 14, 2020 – 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 regular December 10, 2019 meeting, as submitted. (Secretary - S. Hancock)
  2. 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 November 30, 2019. (City Manager - T. Lyon)
- C. DISCUSSION ITEMS.
1. Discussion and Consideration to revoke Amendment No 2 to the construction management contract with CMSWillowbrook Inc. for the Sheraton to Delta conversion Model Room Furniture, Fixtures & Equipment in an amount not to exceed \$49,275.51. (City Manager - T. Lyon)
  2. Discussion and consideration regarding a public presentation on architectural development and the design phase of the brand conversion and renovation of the Midwest City Sheraton to a Delta Hotel by Marriott by Flick Mars Design Architects from Dallas, TX. (City Manager - T. Lyon)
- 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.



CONSENT AGENDA



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

December 10, 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 6:32 PM with the following members present: Trustees Susan Eads, Pat Byrne, Sean Reed, Christine Allen and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Española Bowen.

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

1. Discussion and consideration of approving the minutes of the special November 26, 2019 meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Economic Development Authority Fund, revenue/Transfers In (00) \$1,678,654; expenses/Economic Dev Auth (95) \$1,678,654.
3. Discussion and consideration of awarding a bid and entering into a contract to refurbish four (4), six (6) and eight (8) Yard Front Load Refuse Containers from Heartland Container Repair LLC.

#### DISCUSSION ITEM.

1. **Discussion and consideration of approving Amendment No. 2 to the construction management contract with CMS Willowbrook Inc. for the Sheraton to Delta conversion Model Room Furniture, Fixtures & Equipment in an amount not to exceed \$49,275.51.** After Staff addressed the Trustees, Reed made a motion to approve the amendment, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Bowen. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. Chairman Dukes closed the meeting at 6:34 PM.

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MATTHEW D. DUKES II, Chairman

ATTEST:

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SARA HANCOCK, Secretary



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: January 10, 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 November 30, 2019.

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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 2019-2020**

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
<b>Revenue</b>												
Budgeted (MTD)	372,710	481,117	410,780	576,778	455,277							
Actual (MTD)	299,162	477,929	466,117	476,300	456,684							
Budgeted (YTD)	372,710	853,827	1,264,677	1,841,348	2,296,625							
Actual (YTD)	299,162	777,091	1,243,207	1,719,507	2,176,191							

<b>Expenses</b>												
Budgeted (MTD)	389,068	464,352	422,790	486,888	449,400							
Actual (MTD)	386,683	443,824	431,992	432,531	395,742							
Budgeted (YTD)	389,068	853,420	1,276,210	1,786,169	2,235,569							
Actual (YTD)	386,683	830,507	1,262,499	1,714,217	2,109,959							

<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(16,358)	16,765	(12,040)	66,812	5,877							
Actual (MTD)	(87,521)	34,105	34,125	24,582	60,941							
Budgeted (YTD)	(16,358)	407	(11,633)	55,179	61,056							
Actual (YTD)	(87,521)	(53,416)	(19,291)	5,290	66,232							

<b>Key Indicators</b>												
Hotel Room Revenue	220,117	251,110	234,069	235,244	191,171							
Food and Banquet Revenue	57,751	195,299	177,193	215,380	193,721							

**Fiscal Year 2018-2019**

<b>Revenue</b>												
Budgeted (MTD)	341,442	447,668	431,838	532,961	405,584	317,691	266,291	392,463	591,214	522,635	569,632	461,272
Actual (MTD)	384,934	454,587	328,389	590,459	430,083	315,262	168,164	388,910	591,844	437,652	510,688	480,742
Budgeted (YTD)	341,442	789,110	1,220,948	1,753,909	2,159,493	2,477,184	2,743,475	3,135,938	3,727,152	4,249,787	4,819,419	5,270,691
Actual (YTD)	384,934	839,521	1,167,910	1,758,369	2,188,452	2,503,714	2,671,879	3,060,789	3,652,633	4,090,284	4,600,972	5,081,714

<b>Expenses</b>												
Budgeted (MTD)	418,478	449,923	421,755	478,040	410,232	400,674	351,565	381,945	501,702	469,862	497,663	426,201
Actual (MTD)	418,401	431,481	383,381	506,459	399,967	346,444	317,815	355,961	474,876	412,524	423,702	463,262
Budgeted (YTD)	418,478	863,401	1,285,156	1,763,196	2,173,428	2,574,102	2,925,667	3,307,612	3,809,314	4,279,176	4,776,839	5,203,040
Actual (YTD)	418,401	849,882	1,233,263	1,739,721	2,139,688	2,486,132	2,803,947	3,159,907	3,634,783	4,047,307	4,471,009	4,934,271

<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(77,036)	2,745	10,083	54,921	(4,648)	(82,983)	(85,274)	10,518	89,512	52,773	71,969	26,071
Actual (MTD)	(33,467)	23,106	(54,992)	84,000	30,117	(31,182)	(149,650)	32,950	116,968	25,127	86,986	17,480
Budgeted (YTD)	(77,036)	(74,291)	(64,208)	(9,287)	(13,935)	(96,918)	(182,192)	(171,674)	(82,162)	(29,389)	42,580	67,651
Actual (YTD)	(33,467)	(10,361)	(65,353)	18,648	48,764	17,582	(132,068)	(99,118)	17,850	42,977	129,963	147,443



DISCUSSION ITEMS





**City Manager**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1201  
tlyon@midwestcityok.org  
www.midwestcityok.org

TO: Honorable Chairman and Trustees of the  
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: January 14, 2020

SUBJECT: Discussion and Consideration of revoking Amendment No 2 to the construction management contract with CMSWillowbrook Inc. for the Sheraton to Delta conversion Model Room Furniture, Fixtures & Equipment in an amount not to exceed \$49,275.51.

---

On December 10, 2019, the Municipal Authority Trustees approved Amendment no. 2 that authorized CMSWillowbrook to begin construction of, and purchase FF&E for, the model room construction project for the Sheraton to Delta conversion process, for a guaranteed maximum price of \$49,275.51. However, after reviewing initial pricing and furniture design costs, it was determined the model rooms could not be completed under the \$50,000 of statutory authority. As a result, the FF&E will be bid in compliance with the Midwest City Charter and Oklahoma State Statute.

The first phase of construction for the Sheraton to Delta conversion is a Marriott required model room build-out. Three adjoining rooms on the first floor will be closed and remodeled per Marriott's design standards. The model rooms are for corporate Marriott to inspect, evaluate, recommend changes, and ultimately issue a final approval with a notice to proceed. The model room will now more than likely be submitted virtually through computer aided design.

*Tim L. Lyon*

Tim Lyon, City Manager

Attachment (1) AIA Amendment No. 2

# AIA<sup>®</sup> Document A133<sup>™</sup> – 2009 Exhibit A

## **Guaranteed Maximum Price Amendment**

for the following PROJECT:

*(Name and address or location)*

December 10, 2019  
Amendment No. 2: Delta Midwest City, Model Rooms FF&E

Reed Center and Hotel Renovation  
Midwest City, Oklahoma

### **THE OWNER:**

*(Name, legal status and address)*

City of Midwest City  
100 N. Midwest Blvd  
Midwest City, Oklahoma 73110

### **THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

CMSWillowbrook, Inc.  
3108 S. 9<sup>th</sup> Street  
Chickasha, Oklahoma 73018

### **ARTICLE A.1**

#### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Forty-nine Thousand, Two Hundred Seventy-five Dollars and Fifty-one Cents (\$ 49,275.51 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.  
*(Provide below or reference an attachment.)*

See Exhibit A, Attachment No. 1 – Detail of Clarifications, Assumptions, Allowances

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A133<sup>™</sup> – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:35:50 ET on 12/04/2019 under Order No.9900229041 which expires on 08/10/2020, and is not for resale.  
User Notes:

(860313192)

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

N/A

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
N/A	N/A

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment No. 5 – Assumptions and Clarifications

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification Book	Project Manual	October 25, 2019	All

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

See Attachment No. 2 – Index of Documents and Drawings

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Attachment No. 2 – Index of Documents and Drawings

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

See Attachment No. 3 – Recommendation of Bids  
See Attachment No. 4 – Bid Qualifications

#### ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

May 1, 2020

Init.

OWNER (Signature)

Matt Dukes, Mayor  
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Cary DeHart, CEO  
(Printed name and title)

OWNER (Signature)

Sara Hancock, City Clerk  
(Printed name and title)

OWNER (Signature)

Heather Poole, City Attorney  
(Printed name and title)

Init.

BID PACKAGE	DESCRIPTION	BASE BID	TOTAL	CONTRACTOR	NOTES
1	Model Room Furnishings	\$ 44,189.24	\$ 44,189.24	Multiple Vendors (see attachment)	#1
				Bid Recommendations	#2
	Subtotal	\$ 44,189.24	\$ 44,189.24		
	CM Contingency	\$ 1,325.68	\$ 1,325.68		
	Bonds	\$ 418.74	\$ 418.74		
	Builders Risk Insurance	\$ 183.73	\$ 183.73		
	General Liability Insurance	\$ 368.94	\$ 368.94		
	Subtotal	\$ 46,486.33	\$ 46,486.33		
	CM Fee	\$ 2,789.18	\$ 2,789.18		
	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	<b>\$ 49,275.51</b>	<b>\$ 49,275.51</b>	<b>&lt;&lt;&lt;&lt;&lt; GMP</b>	<b>#3</b>
	Pre-Construction Fee (Not included in GMP)	\$ 492.76	\$ 492.76		#4
<b>Note #1:</b> Bid qualifications					
<b>Note #2:</b> The bids have been solicited on the basis of award within 30 days.					
<b>Note #3:</b> This GMP excludes A/E fee, CM Pre-construction fee, Owner Contingency, sales tax, items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction start-up, test and occupy the building.					
<b>Note #4:</b> The Preconstruction fee is not included in the GMP; and will be billed separately.					

**Reed Conference Center/Marriott Hotel**  
 Exhibit "A"  
 SUMMARY OF FUNDS AS ISSUED TO CMSWILLOWBROOK  
 (Includes all approved change orders)

	DATE	AMOUNT	EXTENDED AMOUNT
Pre-Construction Fee	11/12/19	\$ 7,979.16	\$ 7,979.16
<b>Amendment No. 1 - 2019 Renovations (Base Bid + Alternate 2)</b>	11/12/19		
GENERAL REQUIREMENTS		\$ 24,539.00	
GENERAL CONDITIONS		\$ 98,261.00	
Bid Package #1 - Demolition - Howard Construction Services LLC		\$ 21,500.00	
Bid Package #2 - Concrete - Discovery Construction Co., Inc		\$ 43,830.00	
Bid Package #3 - Structural Steel (Mat'l & Erection) - ALLOWANCE		\$ 15,000.00	
Bid Package #4 - Rough Carpentry - CMSWillowbrook, Inc.		\$ 9,500.00	
Bid Package #5 - Glass & Glazing - Advantage Glass LLC		\$ 148,585.00	
Bid Package #6 - Framing, Drywall & Ceilings - Wiljo Interiors Inc.		\$ 14,580.00	
Bid Package #7 - Flooring - ALLOWANCE		\$ 20,000.00	
Bid Package #8 - Painting - Advanced Commercial Painting LLC		\$ 7,200.00	
Bid Package #9 - Signage - ALLOWANCE		\$ 500.00	
Bid Package #10 - Operable Partitions - Murray Womble Inc		\$ 17,120.00	
Bid Package #11 - Window Treatments - Russell Interiors Inc		\$ 19,880.00	
Bid Package #12 - Fire Suppression - Mac Systems Inc		\$ 13,930.00	
Bid Package #13 - Mechanical - Nicoma Park Sheet Metal & Air Conditioning Co., Inc.		\$ 83,000.00	
Bid Package #14 - Electrical - Advanced Quality Electric		\$ 113,000.00	
Allowance - Floor Boxes		\$ 15,000.00	
Allowance - MEP		\$ 5,000.00	
Allowance - Misc. Steel		\$ 2,000.00	
Allowance - Roofing & Sealants		\$ 3,000.00	
Allowance - Clean Glass		\$ 2,000.00	
Allowance - Patch/Repair Finishes		\$ 7,500.00	
Allowance - Sod/Landscaping		\$ 4,500.00	
Allowance - Protect Existing		\$ 4,000.00	
Allowance - Wood Trim		\$ 2,500.00	
Allowance - Pocket Doors		\$ 3,500.00	
Allowance - Access Panels		\$ 1,500.00	
Allowance - Testing		\$ 1,000.00	
CM Contingency		\$ 35,096.25	
Bonds		\$ 6,780.60	
Builders Risk Insurance		\$ 2,975.21	
General Liability Insurance		\$ 5,974.22	
CM Fee		\$ 45,165.08	
		\$ 797,916.35	\$ 805,895.51
Pre-Construction Fee	12/10/19	\$ 492.76	\$ 806,388.27
<b>Amendment No. 2 - Marriott Hotel Model Rooms FF&amp;E</b>	12/10/19		
Bid Package #1 - Model Room Furnishings - Multiple Vendors		\$ 44,189.24	
CM Contingency		\$ 1,325.68	
Bonds		\$ 418.74	
Builders Risk Insurance		\$ 183.73	
General Liability Insurance		\$ 368.94	
CM Fee		\$ 2,789.18	
		\$ 49,275.51	\$ 855,663.78



**INDEX OF DOCUMENTS AND DRAWINGS**

**SPECIFICATIONS**, dated October 25, 2019, prepared by FlickMars

END OF SECTION

Recommendation of Bids

Item#	ItemID	ItemDescription	Qty	Unit	Model Rm Cost	Lead Time	ManufID	SourceID
111	CG	Dining Table @ Kitchenette	1	ea	\$ 1,142.00	5 weeks	Motivo	Mark Gist and Associates
112	CG	Coffee Table @ Living Area	1	ea	\$ 585.00	5-6 weeks	Mitchell Gold & Bob Williams	Mitchell Gold & Bob Williams
113	CG	Side Table @ Living Area	1	ea	\$ 710.00	4-6 weeks	D Style	Coalter & Assoc.
114	CG	TV Console @ Living Area	1	ea	\$ 1,699.00	3 weeks	Modloft	
206	SG	Sleeper Sofa @ Living Area	1	ea	\$ 2,296.00		American Leather	Arnett & Associates
207	SG	Lounge Chair @ Living Area	1	ea	\$ 782.00	5-6 weeks	Mitchell Gold & Bob Williams	Mitchell Gold & Bob Williams
208	SG	Dining Chair @ Kitchenette & Dry Vanity	5	ea	\$ 2,416.05	12-14 Weeks	Designform Furnishings	SJ Concepts
404	LT	Table Lamp @ Living Area Side Table	1	ea	\$ 115.67	12 weeks	West Elm	West Elm
405	LT	Floor Lamp @ Living Area	1	ea	\$ 195.00	Readily Avail	Zuo Modern Contemporary, Inc.	Zuo Modern Contemporary, Inc.
500	PW	Accent Pillow 'A' @ Sofa	2	ea	\$ 75.00	4-5 weeks	Sabira Collection	ID Collection
501	PW	Accent Pillow 'B' @ Sofa	1	ea	\$ 75.00	4-5 weeks	Sabira Collection	ID Collection
502	PW	Accent Pillow 'C' @ Sofa	1	ea	\$ 75.00	4-5 weeks	Sabira Collection	ID Collection
601	WT	Roller Shade @ Windows & Doors	6	ea	\$ 6,281.76		CDI	Valley Forge Fabrics
703	ART	Artwork @ Living Room Sofa	1	ea	\$ 310.00	4 weeks	Pi Fine Art	Lana Art LLC & Royce Carpets
704	ART	Artwork @ Corridor	1	ea	\$ 172.00	4 weeks	Pi Fine Art	Lana Art LLC & Royce Carpets
100.1	CG	King Headboard	1	ea	\$ 640.00	4-6 weeks	Fairmont Designs	Fairmont Designs

Recommendation of Bids

100.2	CG	Queen Headboards	2 ea	\$ 1,216.00	4-6 weeks	Fairmont Designs	Fairmont Designs
101.1	CG	King Bed Box	1 ea	\$ 491.00	3-4 weeks	Fairmont Designs	Fairmont Designs
101.2	CG	Queen Bed Box	2 ea	\$ 722.00	3-4 weeks	Fairmont Designs	Fairmont Designs
102.1	CG	Nightstands @ King Headboard	2 ea	\$ 1,276.00	4-6 weeks	Fairmont Designs	Fairmont Designs
102.2	CG	Nightstand @ Queen Headboard	1 ea	\$ 609.00	4-6 weeks	Fairmont Designs	Fairmont Designs
103	CG	Closet	2 ea	\$ 4,148.00	4-6 weeks	Fairmont Designs	Fairmont Designs
104	CG	Luggage Bench	2 ea	\$ 2,386.00	4-6 weeks	Fairmont Designs	Fairmont Designs
105	CG	Desk	2 ea	\$ 2,123.00	4-6 weeks	Fairmont Designs	Fairmont Designs
106	CG	C-Table	2 ea	\$ 2,812.00	4-6 weeks	Fairmont Designs	Fairmont Designs
107	CG	Welcome Shelf	2 ea	\$ 400.00	4-6 weeks	Fairmont Designs	Fairmont Designs
108	CG	Vanity	2 ea	\$ 1,954.00	14-16 weeks	Fairmont Designs	Fairmont Designs
200	SG	Lounge Chair	1 ea	\$ 936.00	6-8 weeks	Charter Furniture	Hill & Associates
201	SG	Ottoman @ Lounge Chair	1 ea	\$ 394.00	6-8 weeks	Charter Furniture	Hill & Associates
202	SG	Task Chair @ Guestroom	2 ea	\$ 1,004.00	6-8 weeks	Charter Furniture	Hill & Associates
400	LT	Table Lamp @ Desk	2 ea	\$ 330.00	readily Avail	Shades of Light	Shades of Light
401	LT	Headboard Sconce	3 ea	\$ 300.00	4-6 Weeks	Challenger Lighting	Hill & Associates
402	LT	Floor Lamp @ Lounge Chair	1 ea	\$ 220.00	4-6 Weeks	Challenger Lighting	Hill & Associates
403	LT	Reading Light @ Headboard	2 ea	\$ 240.00	4-6 Weeks	Challenger Lighting	Hill & Associates
600	WT	Fixed Sheer Panel @ Window	3 ea	\$ 452.82		CDI	Valley Forge Fabrics
		Roller Shade @ Windows	3 ea	\$ 3,902.94			
700	MR	Mirror @ Vanity	3 ea	\$ 299.00	8-10 weeks	Majestic Mirror	Smith Brown Partnership

Recommendation of Bids

701	ART	Artwork @ Welcome Shelf	2	ea	\$ 260.00	4 weeks	Pi Fine Art	Lana Art LLC & Royce Carpets
702	ART	Artwork @ Toilet	2	ea	\$ 144.00	4 weeks	Pi Fine Art	Lana Art LLC & Royce Carpets
					<b>\$ 44,189.24</b>			



620 NE 36<sup>th</sup> Street  
Oklahoma City, OK 73105  
405.224-1554 tel  
405.224-5995 fax  
[www.cmswillowbrook.com](http://www.cmswillowbrook.com)

## Attachment No. 4 – Bid Qualifications

---

Bid Package 1 – Model Rooms Furnishings – Multiple Vendors



Oklahoma City Office  
405.224-1554

Chickasha Office  
405.224.1554

Tulsa Office  
918.252.0585

**CONTRAXX**  
**FURNITURE**

Custom made in America.

67 E. Main Street P.O. Box 577  
McConnelsville, OH 43756

**Quote**

**Quote Date:** 10/30/2019  
**Date Revised:**  
**Quote No.:** 17197  
**Project Name:** Delta Marriott Mid...

**Bill To:**

CMS Willowbrook  
Attn: Heather Rouba  
620 NE 36th Street  
Oklahoma City, OK 73105  
405-224-1554

Item	Descriptions	Qty.	Unit Price:	Total:
Item 1	TABLE TOPS - 36" ROUND TABLE TOP - TOP ONLY - BASE SUPPLIED BY OTHERS - TOP TO BE ASSEMBLED TO BASE BY OTHERS ON SITE - STANDARD STAIN TBD - CATALYZED VARNISH TOPCOAT - BOXED & PALLETIZED	2	432.00	864.00

Recognized as a world-class organization by Aspen Institute, Yale Insights and Philanthropy Roundtable. When you do business with Contraxx, you not only receive high-quality custom furniture at a value, you also help support a network of small family businesses where creating fine furniture is a way of life.



**Built to Spec Total:**

# CONTRAXX FURNITURE

Custom made in America.

67 E. Main Street P.O. Box 577  
McConnelsville, OH 43756

## Quote

**Quote Date:** 10/30/2019  
**Date Revised:**  
**Quote No.:** 17197  
**Project Name:** Delta Marriott Mid...

**Bill To:**

CMS Willowbrook  
Attn: Heather Rouba  
620 NE 36th Street  
Oklahoma City, OK 73105  
405-224-1554

Item	Descriptions	Qty.	Unit Price:	Total:
NOTE	<p><b>TERMS:</b></p> <ul style="list-style-type: none"> <li>-50% deposit required with purchase order, balance on delivery.</li> <li>- This quote is valid for 30 days.</li> </ul> <p><b>SHIPPING &amp; HANDLING:</b></p> <ul style="list-style-type: none"> <li>- F.O.B. U.S. factory 44654. Freight claims are responsibility of purchaser and freight carrier.</li> <li>- Packaging: Boxed &amp; Palletized</li> <li>- Freight carrier: Please specify preference on purchase order.</li> </ul> <p><b>PRODUCTION LEAD TIME: 5 weeks.</b></p> <ul style="list-style-type: none"> <li>- Production lead time is from receipt of purchase order, deposit, approved drawings, approved finish/fabric samples, and receipt of COM.</li> <li>- Drawings and finish samples begin upon receipt of deposit.</li> </ul> <p><b>REQUESTED ON-SITE DATE:</b></p> <ul style="list-style-type: none"> <li>- Please include on purchase order. Date will be confirmed by project manager.</li> </ul> <p><b>IMPORTANT:</b></p> <ul style="list-style-type: none"> <li>- Approved drawings will supersede any purchase order and/or acknowledgement.</li> <li>- This quote is for all items shown on the quote. If specs or quantities change, or items are removed we reserve the right to re-quote.</li> <li>- If items are cancelled, cancellation fees may apply.</li> <li>- Contraxx cannot warranty any painted tops without glass protection.</li> <li>- Most electrical component manufacturers will NOT warranty their products from fluids contaminating inside the outlets. Contraxx recommends outlets are installed in a vertical application.</li> <li>- For COM shipments, please confirm "ship to" address with Contraxx project expeditor.</li> </ul>			

Recognized as a world-class organization by Aspen Institute, Yale Insights and Philanthropy Roundtable. When you do business with Contraxx, you not only receive high-quality custom furniture at a value, you also help support a network of small family businesses where creating fine furniture is a way of life.

**GOOD WORKS  
FURNITURE**

**Built to Spec Total: \$864.00**



Motivo Furniture Company  
 1206 Trinity Ave.  
 High Point NC 27260 ( FOB and COM ship to)  
 Email: info@motivofurniture.com  
 Ph. 919-233-4494

# Quote

www.motivofurniture.com

Date	Quote number
10/28/2019	1337

Name / Address			
CMS/WILLOWBROOK HEATHER ROUBA 620 NE 36TH STREET OKLAHOMA CITY, OK 73105			
Phone	405-224-1554	Fax	
E-mail	heather.rouba@cmswillowbrook.com		

Ship To	
TBD-NOT INCLUDED	
Shipping Contact Name	
Shipping Phone Number	

Lead Time	Terms	Rep	FOB	Project Name
8-10 WEEKS	50% DEP/BBD	MG	HIGH POINT	DELTA MARRIOTT MIDWEST CITY OK

Item	Description	QTY	Net Each	Total
CAGE DINING TABLE- BASE ONLY	<p>MODEL ROOM- COST DIFERENCE BETWEEN THE MODEL ROOM AND QUANTITY WILL BE REUNDED WITH THE ORDER.            DESCRIPTION: STEEL TUBE DINING BASE ONLY-</p> <p>MAX.SIZE TOP 48"-MAX.WEIGHT TOP-120 LBS.-CHOICE OF FRAME COLORS-SEE FINISH CHART (ML 01,ML 03, ML 06)            STANDARD SIZE: 25.75 D (BASE) X 28.75 HT.</p> <p>NOTE: TOP ATTACHMENT HARDWARE SUPPLIED FOR ANY TOP MATERIALS PROVIDED BY OTHERS</p> <p>CONTRACT GRADE CONSTRUCTION            NYLON GLIDES STD            CARTON INCLUDED            CARTON VOLUME CUBIC FEET: 22.95            CARTON WEIGHT: 93            NUMBER IN CARTON: 1</p>	1	710.00	710.00

			<b>Total</b>	USD 710.00
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Resale No.	THIS QUOTE IS GOOD FOR 90 DAYS. SEE THE PRICE LIST FOR TERMS AND CONDITIONS OF SALE.
	THE COM SHIP TO AND REMIT PAYMENT LOCATION IS NOTED ABOVE. TAG COM W/ COMPANY NAME, PO#, MOTIVO S/O # AND THE ITEM APPLIED TO.



# Mitchell Gold +Bob Williams

135 One Comfortable Place  
Taylorsville, NC 28681  
Phone: 828-632-9200 | Fax: 828-632-2693

**QUOTATION** **Q000003511**  
Quote date 10/29/2019  
Payment terms  
Mode of delivery ODFL  
Install date  
Quotation deadline 11/28/2019  
Requisition  
Customer reference 2019\_10\_29 DELTA MIDWEST CITY

**SHIP TO:**

FLICK MARS  
10440 N CENTRAL EXPY NO 1210  
DALLAS, TX 75231  
USA

Line #	Item Number / Description	Qty Unit	Unit price	Unit price subtotal	Foam upcharge	Carton upcharge	Line amount	Confirmed date
1	11536-CTB-T VIENNA RECTANGLE COCKTAIL TABLE TOP - MARBLE <i>Customer Notes:</i> BACK ORDERED UNTIL 3/6/2020 ONCE AVAILABLE LEAD TIME IS 1-2 WEEKS UPON RECEIPT OF PAYMENT IN FULL SPEC MR-112-CG	1.00 EA	\$308.00	\$308.00	\$0.00	0.00	308.00	10/29/2019
2	11268-CTB-B VIENNA RECTANGLE COCKTAIL TABLE - PEWTER BASE <i>Customer Notes:</i> BACK ORDERED UNTIL 11/29/2019 ONCE AVAILABLE LEAD TIME IS 1-2 WEEKS UPON RECEIPT OF PAYMENT IN FULL SPEC MR-112-CG	1.00 EA	\$277.00	\$277.00	\$0.00	0.00	277.00	10/29/2019
3	1423-035T COOPER FULL SWIVEL CHAIR w/ BOULEVARD - INDIGO, Poly:HT, Fin Configuration 046023 Base fabric 103632 BOULEVARD - INDIGO Poly HT Leg finish 2 Pkg F <i>Customer Notes:</i> LEAD TIME IS 5-6 WEEKS UPON RECEIPT OF DEPSOIT/PAYMENT IN FULL SPEC MR-207-SG	1.00 EA	\$747.00	\$747.00	\$20.00	15.00	782.00	10/29/2019

Customer Notes: QUOTE REQUESTED BY : HEATHER ROUBA  
\*Inline LEAD TIME IS 5-6 WEEKS AFTER RECEIPT OF PAYMENT, COM AND FORM  
\*This quote is valid for 30 days  
\*Custom LEAD TIME is determined by product development and is based on individual projects  
\*FREIGHT AND TAXES NOT INCLUDED  
\*FREIGHT QUOTES ARE FOR CURBSIDE DELIVERY CHARGES  
\*INSIDE WHITE GLOVE DELIVERY SERVICE QUOTES NEED TO BE SPECIFIED IF REQUIRED  
\*YARDAGE QUOTED @ 54" RR PLAIN; ONLY ACCEPT YARDAGE UNDER 60"  
\*For UTB, Add 20% TO The Total Quoted  
\*LEATHER QUOTED USING CLEAN FULL 50 SQ FT HIDE WITH NO DEFECTS, PLATE LINES OR PATTERNS  
\*REFERENCE QUOTE WHEN SENDING A PO  
\*FOB TAYLORSVILLE NC 28681  
\*COM FABRIC WILL NEED TO BE TREATED PRIOR TO SHIPPING TO MGBW  
\*SHIP TO: MGBW 135 ONE COMFORTABLE PLACE TAYLORSVILLE NC 28681  
\*SHIP COM/COL TO THE ATTENTION OF KIM MOUNTS

Subtotal	Total Foam	Total Carton	Freight Charges	Net Amount	Sales Tax	Sales Total	
\$1,332.00	\$20.00	\$15.00	\$0.00	\$1,367.00	\$0.00	<b>\$1,367.00</b>	USD

**Important Details Regarding This Quote**

**Upholstery Lead Times:**

Lead time is based on frame availability and cannot be confirmed until purchase order and deposits are received/terms are confirmed. I All lead times of product with metal frames will need to be reconfirmed upon receipt of purchase order. Longer leadtimes might apply to orders of 25 or more. I Leadtime DOES NOT begin until a 50% deposit payment or Terms have been confirmed and all COM/COM forms have been received. I CUSTOM ORDERS: Lead times are generally around 12 weeks production once a sample has been approved.

**Casegoods Lead Times:**

Lead time is based on stock availability and cannot be confirmed until purchase order & payment is received. All orders of 25 and over are estimated at 190 days. I Leadtime DOES NOT begin until a 50% deposit payment or Terms have been confirmed. I CUSTOM ORDERS: Lead times are generally around 190 days production once a sample has been approved.

**COM Yardage/COL Square Footage:**

COM yardage is based on 54" wide, plain fabric applied railroad unless otherwise specified. Yardage will change if fabric has repeats and/or is to be applied up the bolt. I COL Square footage is a based on near perfect 54 square foot hides and does not accommodate for a higher amount of "trash" or half hides. I All COM/COL must be reviewed by our inhouse inspection team before it is received and scheduled for an order. I ALL COM/COL requires a COM instruction sheet before an order can be scheduled.

**High Traffic Foam Upcharge**

Our standard cushion uses 1.8 high density foam. High traffic foam (2.75/2.85) HD foam is recommended for use in high traffic areas. I All upholstery is built to meet TB 117-2013 (CAL 117 - 2013) standards

**Storage Fees**

While Mitchell Gold + Bob Williams is very happy to work with customers' delivery schedules, we are not equipped to store orders for any length of time. Therefore, we request a delivery or install date at time of order. This allows us to plan production to coincide with your delivery needs. If a date is not provided, we will use normal production lead times to plan the shipment date of your order. You should see this date on your Order Confirmation under "Confirmed Date." Should delivery/install dates change after production is started and storage of the order is required, Mitchell Gold + Bob Williams will charge a weekly storage fee of 2% of the total order to be added to the invoice.

**Payment Method**

50/50: Payment Methods Accepted: Check, ACH, Wire, Credit Card | Net 30: Payment Methods Accepted: Check, ACH, Wire | \*Net 30 orders have to be preapproved by factor

xx - wood finish

\*\* - nailhead finish

\*O\* - optional nailhead feature

# Marriott® International

## General Price List



Valid 1.1.2019 until Superseded  
ONE - SIDED, NON-FLIP PRODUCTS

MODEL NAME	SIZE	SIZE CODE	DIMENSION	MATT	FDN	SET PRICE
Hyde Park™ Plush	Twin	10	38x75	187.00	85.00	\$ 272.00
	Twin XL	20	38x80	192.00	90.00	\$ 282.00
700810478-10xx	Full	30	53x75	217.00	95.00	\$ 312.00
	Full XL	40	53x80	234.00	100.00	\$ 334.00
Height: 13"	Queen	50	60x80	256.00	105.00	\$ 361.00
	King*	60,70,80	See below	311.00	90.00	\$ 491.00
The Ritz Carlton Bed	Twin	10	38x75	256.00	85.00	\$ 341.00
	Twin XL	20	38x80	261.00	90.00	\$ 351.00
700753867-10xx	Full	30	53x75	351.00	95.00	\$ 446.00
	Full XL	40	53x80	356.00	100.00	\$ 456.00
Height: 14"	Queen	50	60x80	362.00	105.00	\$ 467.00
	King*	60,70,80	See below	457.00	90.00	\$ 637.00
700810484-50xx	9" Marriott Hyde Park EnduroTech Foundation					
700810484-60xx	5.5" Marriott Hyde Park EnduroTech Foundation					
700753920-50xx	9" Ritz Carlton EnduroTech Foundation					
700753920-60xx	5.5" Ritz Carlton EnduroTech Foundation					

King Size options: Eastern King 76x80 (60), Cal. King 72x84 (70), Hotel King 72x80 (80), .  
Foundation Heights Available: Standard (9") and Low Profile (5.5") Foundations  
All dimensional measurements are subject to an industry standard variance of (+/-) 1/2".

Terms: Cash with order (cash, check, money order or credit card) OR Net 30 days with approved Credit.  
Minimum order: 12 sets (24 pieces) or more, less than 12 sets will incur a one-time \$75.00 stop charge.  
Pricing includes freight within 300 miles of the nearest Simmons Plant.  
Applicable taxes and recycling fees will be assessed.  
Pricing valid for 48 Contiguous States, not valid for Canada, Alaska, Hawaii or Puerto Rico.  
Standard production lead time is 3-4 working weeks  
Delivery to the hotel property or warehouse must accommodate a 53' trailer. Additional freight will apply for other equipment.  
Full Truckload deliveries include two (2) hour of driver wait time at no charge. Additional wait time may result in additional charges.  
Refusal of deliveries will incur freight and redelivery charges.  
Change orders or cancellation must be in writing a minimum of 7 working days prior to shipment for a full refund and no restock fee  
Restocking fees will be charged for cancellation of orders

*This document is only for the individual(s) to whom it has been addressed. If you are not an intended recipient, do not use or distribute this document or its contents and please let me know of its misdirection. This document contains confidential and proprietary information of Simmons Bedding Company and/or its subsidiaries. It is provided to you solely for your use in evaluating our offer and is not to be used for any other purpose. You are not authorized to disclose or disseminate the information contained in this document to any third party without the express written permission of Simmons Bedding Company.*



3451 Main Street  
Suite 108  
Chula Vista, CA. 91911  
Ph: 619-662-0560 Fax: 619-662-3388  
DSquotes@dstyle.com  
www.dstyle.com

# Quotation

Date	Quote #
11/6/2019	31215A

Revised Quote Date	
--------------------	--

D'style, Division of Kimball Hospitality, Inc.

<b>Client</b>		<b>Ship To</b>		
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105 United States				
Dstyle Contact	Terms	Valid Until	Rep	Bill Freight To
Venus.Lopez@dstyle.com	50%DEP/BAL CBD	2/6/2020	LC	3rd party
Specifier		Project		
Flick Mars (TX)		Q.31215A Delta Marriot		

**NOTES (PLEASE READ AND ACKNOWLEDGE)**

a) Price is subject to events beyond the seller's control, including but not limited to acts of nature and other events resulting in additional costs to seller. Upon acknowledging your order based on this quote, price is subject to increase on a dollar-for-dollar basis, without any additional overhead or profit, to the extent of any new duties, tariffs, etc., imposed by the U.S. Government that become due and payable on materials, including finished goods, shipping/fuel cost fluctuations, material shortages, components or raw materials, imported for the purpose of performing and delivering products pursuant to this Quote.

b) With respect to custom products designed by the customer or a third party for the customer, Kimball Hospitality and its division D'style do not accept responsibility or liability for infringement of any third party intellectual property rights, including copyright, trade dress, patent, or other similar rights. Customer and the designer of the product(s) shall indemnify and hold Kimball Hospitality and D'style harmless from any damages, fines, penalties, costs, expenses or other charges arising from such claims.

Qty	Item	Description	Price Ea.	Total
150	DSTY-3213-CD	S/M: MR-113-CG 3213-CD Custom Derek End Table OAD: 18"L x 18"W x 18"H Base Material: Carbon Steel Custom Base Finish: F-120 Matte Black Painted W/ Nylon Adjustable Glides	279.00	41,850.00
	PROTOTYPE	PROTOTYPE-MODEL ROOM SAMPLE, UPCHARGE WILL BE REBATED TOWARDS COMPLETE PURCHASE 4-6 WEEKS PRODUCTION LEAD-TIME AFTER DEPOSIT, DRAWINGS AND FINISH APPROVALS, FOB SAN DIEGO, CA ****Shipping estimate for the Model Room to OK is \$199. not included on price or quote	511.00	511.00
		Subtotal		42,361.00
	PACKING NOTE ON LNY	PACKING & CRATING CHARGE	5.00%	2,118.05
				0.00

LEAD TIME IS 12-14 WEEKS AFTER RECEIPT OF DEPOSIT, SHOP DRAWING AND FINISH APPROVALS

**Total**



3451 Main Street  
 Suite 108  
 Chula Vista, CA. 91911  
 Ph: 619-662-0560 Fax: 619-662-3388  
 DSquotes@dstyle.com  
 www.dstyle.com

# Quotation

Date	Quote #
11/6/2019	31215A

by Kimball Hospitality

Revised Quote Date	
--------------------	--

D'style, Division of Kimball Hospitality, Inc.

<b>Client</b>		<b>Ship To</b>		
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105 United States				
Dstyle Contact	Terms	Valid Until	Rep	Bill Freight To
Venus.Lopez@dstyle.com	50%DEP/BAL CBD	2/6/2020	LC	3rd party
Specifier		Project		
Flick Mars (TX)		Q.31215A Delta Marriot		

**NOTES (PLEASE READ AND ACKNOWLEDGE)**

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b)With respect to custom products designed by the customer or a third party for the customer, Kimball Hospitality and its division D'style do not accept responsibility or liability for infringement of any third party intellectual property rights, including copyright, trade dress, patent, or other similar rights. Customer and the designer of the product(s) shall indemnify and hold Kimball Hospitality and D'style harmless from any damages, fines, penalties, costs, expenses or other charges arising from such claims.

Qty	Item	Description	Price Ea.	Total
		<p>Please note that in anticipation to the 2020 Lunar, we would like to make you aware of production lead-times. "ORDERS PLACED" refers to orders with all Approvals completed, and Deposit received:</p> <ul style="list-style-type: none"> <li>•CUSTOM ( C type ) ORDERS, PLACED after Nov 22, 2019, will have an extended lead-time of up to 4 weeks given the LNY holiday. Earliest possible shipment will be confirmed upon acknowledging your purchase order.</li> <li>•MODIFIED (A type) ORDERS, PLACED after Nov 29, 2019, will have an extended lead-time of up to 4 weeks given the LNY holiday. Earliest possible shipment will be confirmed upon acknowledging your purchase order.</li> <li>•STANDARD (S type) ORDERS, PLACED after Dec 6, 2019, will have an extended lead-time of up to 4 weeks given the LNY holiday. Earliest possible</li> </ul>		

LEAD TIME IS 12-14 WEEKS AFTER RECEIPT OF DEPOSIT, SHOP DRAWING AND FINISH APPROVALS

**Total**



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 Chula Vista, CA. 91911  
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# Quotation

Date	Quote #
11/6/2019	31215A

Revised Quote Date	
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D'style, Division of Kimball Hospitality, Inc.

<b>Client</b>		<b>Ship To</b>		
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105 United States				
Dstyle Contact	Terms	Valid Until	Rep	Bill Freight To
Venus.Lopez@dstyle.com	50%DEP/BAL CBD	2/6/2020	LC	3rd party
Specifier		Project		
Flick Mars (TX)		Q.31215A Delta Marriot		

**NOTES (PLEASE READ AND ACKNOWLEDGE)**

a)Price is subject to events beyond the seller's control, including but not limited to acts of nature and other events resulting in additional costs to seller. Upon acknowledging your order based on this quote, price is subject to increase on a dollar-for-dollar basis, without any additional overhead or profit, to the extent of any new duties, tariffs, etc., imposed by the U.S. Government that become due and payable on materials, including finished goods, shipping/fuel cost fluctuations, material shortages, components or raw materials, imported for the purpose of performing and delivering products pursuant to this Quote.

b)With respect to custom products designed by the customer or a third party for the customer, Kimball Hospitality and its division D'style do not accept responsibility or liability for infringement of any third party intellectual property rights, including copyright, trade dress, patent, or other similar rights. Customer and the designer of the product(s) shall indemnify and hold Kimball Hospitality and D'style harmless from any damages, fines, penalties, costs, expenses or other charges arising from such claims.

Qty	Item	Description	Price Ea.	Total
		shipment will be confirmed upon acknowledging your purchase order •LAST DATE FOR MODEL ROOMS: Dec. 13 •Additional note: For lamps, if tooling is required (like for new designs) and/or custom glass shades are specified, last date is Oct. 24th. All other lamps, if previously made or with standard parts/components available in marketplace, last date is Nov 15th. Select this as a transaction's tax to use AvaTax	0.00%	0.00

LEAD TIME IS 12-14 WEEKS AFTER RECEIPT OF DEPOSIT, SHOP DRAWING AND FINISH APPROVALS	<b>Total</b>	\$44,479.05
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- 1.Cancellations or Refunds will NOT be accepted for Custom Orders after two days of receipt of this Acknowledgement or 5 days after PO date.
- 2.Orders with inventory stock items are subject to a 25% re-stocking fee if cancelled or changed.
- 3.Please review and advise us if discrepancies are found.Please sign order with your approval and fax back to (619) 662-3388 or email to DSorders@dstyle.com

4.Our goods are sold FOB San Diego, CA. As a service to you, we offer shipping arrangements for you. All shipments will be FREIGHT COLLECT with freight company of our choice. Please let us know if you have a preferred freight company and/or preferred billing method upon receipt of this Acknowledgment

Signature \_\_\_\_\_

Modloft Miami Design District  
4141 NE 2nd Avenue  
Miami, FL 33137 US

# MODLOFT

Miami Design District

## Estimate

**ADDRESS**

Heather Rouba  
CMSWillowbrook  
620 NE 36th Street - Oklahoma  
City, OK 73105

**SHIP TO**

Heather Rouba  
CMSWillowbrook  
620 NE 36th Street -  
Oklahoma City, OK 73105

ESTIMATE # 1831

DATE 11/06/2019

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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/06/2019	Haru sideboard - walnut		1	1,899.00	1,899.00

.....  
DROP SHIP

TOTAL

**\$1,899.00**

Accepted By

Accepted Date

**AMERICAN  
LEATHER  
HOSPITALITY**

**QUOTATION**

**Purchasing Agent:** CMS Willowbrook

**Designer:** Flick Mars

**From:** Tracy Hall

**Date:** October 28, 2019

**Project Name:** Delta Midwest City

Quantity	Style	Description	Unit Price	Amount
1	Brandt (The Saxton is the Hospitality Version of the Brandt) BDT S03 KS in Hospitality is SAX S03 KH	King Size Comfort Sleeper 84" Wide COM 18 Yds.	2,296.00	
	<b>PLEASE NOTE FINISH IS ONLY AVAILABLE IN BRUSHED STAINLESS STEEL</b>			
<b>Price Quote:</b> All prices are valid for 90 days. Prices quoted are in US Dollars.			Freight:	TBD
<b>COM calculations:</b> All COM yardages are based on 54" wide, plain materials, railroaded unless otherwise stated.			Sub Total:	
			Deposit required:	
			Total Due:	

**Terms:** All orders equal to or less than \$5,000, will be 100% Pro-Forma Invoice (including freight). If the order is over \$10,000, a 50% deposit is required. Please send credit references on hotel property or buying company to Mr. Kelly Montgomery, American Leather Vice President of Finance, via fax (972-590-9289) or via email ([kmontgomery@americanleather.com](mailto:kmontgomery@americanleather.com)) to establish terms on the balance of the order.

For all new accounts, please allow American Leather 3 business days to acknowledge an order

**Sales Tax:** American Leather will invoice, collect and remit payment for sales tax on taxable goods delivered in the state of Texas or North Carolina. For taxable goods delivered outside the state of Texas or North Carolina, it is the purchaser's responsibility





**AMERICAN  
LEATHER  
HOSPITALITY**

to report and remit sales and/or use tax amounts due to the respective taxing authority.  
Your purchase order must reflect this responsibility.

**Ex Works:** Factory, Either Dallas, Texas; Hickory, North Carolina; or High Point, North Carolina, USA. See notes below in "Shipping"

**Manufacturing Location:** All products are manufactured in the USA at one of our factories in Dallas, Texas, Hickory, North Carolina, or High Point, North Carolina.

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**Manufacturing Lead Time in in-stock leather, fabric, vinyl or Ultrasuede®:** 6 weeks after receipt of PO and credit terms established.

**Model Room / Prototype Lead time:** 6 to 8 weeks after receipt of cover and credit terms established and shop drawing approval.

**Manufacturing Lead Time in COM/COL:** 6 to 8 weeks after receipt of cover and credit terms established and shop drawing approval.

**Shop Drawing Lead Time:** 1 week after American Leather confirmation of order

**Finish Sample Lead Time:** 1 week after American Leather confirmation of order

**Cartoning:** Enhanced packaging is included in the above prices. The enhanced packaging methods protect the product without utilizing an outside box. If the purchaser still requires a boxed product, a fee of \$25 per piece will be charged, excluding pillows and ottomans.

**Factory Address for COM:** Contact Cutler Hamilton at [cutler.hamilton@americanleather.com](mailto:cutler.hamilton@americanleather.com) or Frank Boardman at [fboardman@americanleather.com](mailto:fboardman@americanleather.com) for the factory COM address.

**Factory Address for Purchase Order and payment:**

American Leather  
4501 Mountain Creek Parkway  
Dallas, TX 75236  
Attn: Hospitality/Contract  
Sidemark: *Name of Project*

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**Fire Certification Standards:** All components used in the manufacturing of American Leather products conform to the standards of CAL TB117-2013 and thus are considered Class 1 Materials. **All COM fabrics must comply with TB117-2013 standards without flame retardant chemicals. Please have fabric mill provide passing certificate to American Leather.**

# AMERICAN LEATHER HOSPITALITY

**If Boston Fire Code or TB133 Compliance is required:** American Leather will not use any COM upholstery that contains olefin, acrylic, viscose, or nylon. All COM materials must have a FR backing applied before arriving at American Leather. A four and half (4.5) yard cutting with the manufacturer's label showing content and FR rating is required for review before American Leather's acceptance of the Purchase Order.

**Acceptance of COM:** For guestroom upholstered furniture orders, COM fabric must be a tight weave with minimal stretch, meet a minimum of 30,000 Wyzenbeek double rubs and be appropriately backed to prevent unraveling. For public area upholstered furniture orders, COM fabric must be a tight weave with minimal stretch, meet a minimum of 50,000 Wyzenbeek double rubs and be appropriately backed to prevent unraveling. If COM is not appropriately backed American Leather will reject the COM.

**Seam Slippage Testing (ASTM-D4034-92 and Dynamic Seam Fatigue Test):** American Leather prides itself on producing a top quality product with the longest warranty in the industry. In an effort to ensure we maintain these standards, we now feel it is necessary to confirm the COM mills' seam slippage reports with independent testing on all Comfort Sleeper orders. These tests will be conducted by a third party testing laboratory at no charge to the customer using American Leather materials (needle and thread) in accordance with industry sewing standards. Under normal circumstances, this will not affect our lead-time or speed of delivery to you, our customer. If under this independent test we do identify any kind of failure, we will notify both the customer and mill as soon as possible to remedy the situation and to assure a defect-free product is delivered to you, our customer. The independent lab tests require two yard of material, which we will take from the initial receipt of yardage for this project. To prevent any kind of delay, the sooner we can analyze the fabric, the better. So, for **all Comfort Sleeper orders over 50 sku's**, if it is possible send **two (2) yards** at the time of order (or any time prior to production of the original order), this will enable us to test upfront, prior to production, eliminating any possibility of a delayed shipment. If the fabric is a custom color, a sample of the fabric pattern in a different color is sufficient. Thank you for your help and understanding, our main objective is to ensure we deliver the best product possible for a great guest experience.

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**Receipt of COM:** In order to properly receive COM fabric at our factory, all COM information (manufacturer or source, pattern, color, width, repeat, railroad or up the bolt) should be included on the Purchase Order. If the Purchase Order does not have this information, please complete an American Leather Hospitality COM ticket. Please contact Frank Boardman at [boardman@americanleather.com](mailto:boardman@americanleather.com) or your American Leather sales representative if you need to receive a blank Hospitality COM Ticket. American Leather will acknowledge receipt of COM within 2 to 3 business days of delivery to our factory. Please note that if the fabric is delivered after 3pm it will not begin the acknowledgement process until the following day.

**Warranty:** Subject to the limitations and exclusions set forth below, American Leathers Limited Warranty on its Hospitality/Contract furniture is as follows: American Leather

The logo for American Leather Hospitality is a black square with the words "AMERICAN LEATHER HOSPITALITY" in white, bold, sans-serif capital letters, stacked vertically in the center.

**AMERICAN  
LEATHER  
HOSPITALITY**

provides a) a lifetime warranty on all frames and suspension systems, b) a ten (10) year warranty from the date of purchase on the Comfort Sleeper Tiffany 24/7 mechanism (where sleeper mattress sections are considered to be part of the sleeper mechanism), c) a three (3) year warranty from the date of purchase on all other sleeper mechanisms and recliner mechanisms and d) beyond frames, suspension systems, and recliner and sleeper mechanisms, American Leather warrants all furniture to be free of defects in workmanship and materials for three (3) years from the date of purchase.

Defects in workmanship and materials are defined, for the purpose of this warranty, as causing the product to be unsound structurally or altering the appearance of the piece substantially. The foregoing warranties apply under conditions of normal usage and do not apply to defects resulting from misuse, accidents, or negligence, re-upholstery, or repairs performed with parts not sold or approved by American Leather or not performed by a repair company authorized by American Leather.

If a covered defect is found in the product, American Leather will repair or replace, at its option, the defective workmanship, part, mechanism, or material. American Leather reserves the right to arrange local repair, and the cost of packing and shipping to and from the local repair company, or at the request of American Leather, to American Leather's factory, will be paid by American Leather. Otherwise, the cost of packaging and shipping is not covered by warranty. Claims under this warranty should be made to American Leather Customer Service. The invoice should be retained for proof of purchase. This warranty is offered to the original owner and is non-transferable.

American Leather specifically gives no warranty for the performance of any Customer Directed Purchase and/or Customer Owned Material. American Leather's warranty for Customer Directed Purchase and Customer Owned Material shall only cover (a) American Leather's careful receipt, storage and handling of materials, (b) conformance of pattern and style against a Customer-provided pre-established standard by visual inspection, (c) undamaged delivery of the order to the Customer's carrier, and (d) quality craftsmanship in American Leather's manufacturing of the order. The Customer shall be responsible for all claims with respect to Customer Directed Purchase or Customer Owned Material not covered by the foregoing warranty.

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**Shipping:** American Leather sells ExWorks Factory. American Leather does not own or operate its own trucking company. If requested on the purchase order, American Leather will coordinate transport and bill freight accordingly on the final invoice. Due to the fluctuations in gasoline/diesel prices, all freight quotes from American Leather are valid for only 30 days.

If terms with American Leather are 50% Deposit/NET 30 Balance, 50% of the freight cost is required in addition to the 50% deposit on the product.

All shipping instructions must be clearly stated on the Purchase Order. Since American Leather does not own or operate the trucking company, American Leather cannot

The logo for American Leather Hospitality is a black square with the words "AMERICAN LEATHER HOSPITALITY" in white, bold, sans-serif capital letters, stacked vertically.

## AMERICAN LEATHER HOSPITALITY

guarantee any shipping delivery. It is the responsibility of the client to track and schedule delivery. The carriers that American Leather uses will not unload the freight and do not have lift gates on their trucks. The freight must be delivered to a loading dock with personnel available to unload the product. If a lift gate delivery is required, this must be clearly stated on the Purchase Order and extra freight fees will apply.

American Leather does not have warehouse area and will not hold shipments. American Leather's policy on large orders is to ship a full truckload upon product completion. American Leather highly recommends that a furniture receiving company handle products shipped directly to a property. We cannot hold shipments at our Dallas facility. Therefore installation dates must be clearly stated on the Purchase Order.

### **Purchase Order Requirements:**

Please include the following on your purchase order:

- PO / PO#
  - Bill To Address, Contact Name, Telephone Number, Email Address
  - Ship To Address, Contact Name, Telephone Number, Email Address (must be a business with a loading dock for delivery) NO RESIDENTIAL DELIVERIES
  - If shipping via a third party carrier, include carrier information
  - Frame code
  - Cover / COM specifics (if not listed on the Purchase Order, then a COM form needs to be completed and submitted with the Purchase Order).
  - Price
  - Delivery Date if available / installation schedule
  - Please advise if shop drawings are required
  - Please advise if a cutting for approval (CFA) is required
  - TB117-2013 passing certificates for all COM fabrics, leathers, or vinyls.
  - For Comfort Sleeper orders over 50 sku's, please include a two (2) yard sample of the COM for testing.
  - Please allow up to 2 business days for the order acknowledgement and 3 days if it is a new customer.
-

## West Elm x SpringHill Suites Price List

West Elm x Spring Hill Suites Price List	SKU	Price	Lead Time
SOFABED W/ TRUNDLE WITH MATTRESS	2306953	\$ 1,299.30	12 weeks
OTTOMAN	6001455	\$ 164.78	12 weeks
SADDLE OFFICE CHAIR	4211962	\$ 294.73	12 weeks
RECLAIMED WOOD TRAY	782727	\$ 49.98	12 weeks
PILLAR FLOOR LAMP	2627119	\$ 265.10	12 weeks
PILLAR TABLE LAMP	2899173	\$ 115.67	12 weeks
CYLINDER TASK LAMP	6980175	\$ 78.20	12 weeks
BROKEN ARROW PILLOW COVER - PLATINUM	1066344	\$ 16.64	12 weeks
BROKEN ARROW PILLOW COVER - CAYENNE	2301971	\$ 16.64	12 weeks
POLY PILLOW INSERT	4647686	\$ 13.27	12 weeks

**Note:**

Pricing does not include tax

Pricing valid for 30 days

To request a formal quote, email [wemarriott@wsgc.com](mailto:wemarriott@wsgc.com) with the following information:

Project Name

Project Location

Main Point of Contact

Estimated Installation Date

Product Quantities

Billing Point of Contact

Billing Address

**Terms: 50/50**

50% deposit due to place order

Lead time begins once 50% deposit is received. Deposit can be made via check or ACH/Wire.

Checks can take up to 3 weeks to clear in our system. ACH/Wire can take up to 3 business days to process.

**Shipping:**

All product is stored at our warehouse in Braselton, GA. West Elm will coordinate pick up with customer's preferred trucking company. West Elm does not provide freight trucking for volume orders. A list of recommended freight carriers can be provided upon request.

# ORDER ACKNOWLEDGEMENT

Zuo Modern Contemporary Inc  
80 Swan Way, Suite 300  
Oakland, CA 94621

Tel: 510-877-4087



<b>Customer ID:</b> 1088959	
Order Number	1351789
Order Date	Page
10/28/2019 00:00:00	1 of 1

**Bill To:**

CMS WILLOWBROOK  
620 NE 36TH STREET  
OKLAHOMA CITY, OK 73105  
US

4052241554

**Ship To:**

CMSWILLOWBROOK  
620 NE 36TH STREET  
HEATER ROUBA  
OKLAHOMA CITY, OK 73105  
US

Phone: 4052241554

PO Number	Carrier	CSR	Terms
DELTA-MARRIOTT-MIDWEST-OKC	FEDEX GROUND	NORA	Credit Card

Quantities				Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM				
1	1	0	EA	50313 SWIFT FLOOR LAMP WHITE & BLACK	EA	195.00	195.00

Source location: CA

ETA: 12/15/2019

1	1	0	EA	50168 FORECAST CEILING LAMP BLACK	EA	125.00	125.00
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Source location: CA

ETA: 12/15/2019

Total Lines: 2

**SUB-TOTAL:** 320.00  
**TAX:** 0.00  
**AMOUNT TENDERED:** 0.00  
**AMOUNT DUE:** 320.00

U.S. Dollars

**Attention**

All shipments must be inspected at the time of delivery. If damage to the boxes is present, damages must be indicated at the time of delivery on the POD. If no damage is evident, subject to inspection must be indicated at the time of delivery on the POD. Claims made to Zuo for goods damaged through freight will only be honored if the receiver indicated damages or subject to inspection on the signed POD.



2104 Irving Blvd.  
 Dallas, TX 75207  
 sabira@sabiracollection.com  
 www.sabiracollection.com

# Estimate

Date	Estimate #
10/29/2019	1120

Name / Address
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105

Rep	IDC
Reference	Delta Midwest City, OK
FOB	Dallas, Texas
Terms	50% Dep./50% Before Ship

Qty	Item	Description	Size	Color	Cost	Total
1	MR-500-PW	Item: Accent Pillow 'A' @ Sofa @ Model Room Description: Fabrication of Decorative Pillow with COM Dimensions: 24" x 24" Edge Detail: Knife Edge Closure: Concealed Zipper Insert: Down Alternative 2" larger than pillow dimension  COM: Fabric @ Sofa Accent Pillow 'A': MR-500A-PWF; Anzea Textiles; Pattern: 3110-05; Baby Bear; Baked Clay; 100% Polyester; ; Width: 54"; Fire Rating: CAL 117 2013; Durability: 95,000 DR  COM Requirement: 1 yard per pillow	24" x 24"	Baked Clay	75.00	75.00
<b>Total</b>						



2104 Irving Blvd.  
 Dallas, TX 75207  
 sabira@sabiracollection.com  
 www.sabiracollection.com

# Estimate

Date	Estimate #
10/29/2019	1120

Name / Address
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105

Rep	IDC
Reference	Delta Midwest City, OK
FOB	Dallas, Texas
Terms	50% Dep./50% Before Ship

Qty	Item	Description	Size	Color	Cost	Total
1	MR-501-AC	<p>Item: Accent Pillow 'B' @ Sofa @ Model Room            Description: Fabrication of Decorative Pillow with COM            Dimensions: 24" x 24"            Edge Detail: Knife Edge            Closure: Concealed Zipper            Insert: Down Alternative 2" larger than pillow dimension</p> <p>COM: Fabric @ Sofa Accent Pillow 'B':            MR-501A-PWF; Fabricut ; Pattern: Hebron; 01;            100% Polyester; Repeat: 8.1" Vertical; 13.3"            Horizontal; Width: 55"; Fire Rating: Cal 117            ,NFPA260, UFAC Class 1; Durability: 125,000 DR</p> <p>COM Requirement: 1 yard per pillow</p>	24" x 24"	Charcoal/ White	.75.00	75.00
<b>Total</b>						





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 Dallas, TX 75207  
 sabira@sabiracollection.com  
 www.sabiracollection.com

# Estimate

Date	Estimate #
10/29/2019	1120

Name / Address
CMS Willowbrook 620 NE 36th Street Oklahoma City, OK 73105

Rep	IDC
Reference	Delta Midwest City, OK
FOB	Dallas, Texas
Terms	50% Dep./50% Before Ship

Qty	Item	Description	Size	Color	Cost	Total
1	MR-502-AC	<p>Item: Accent Pillow 'C' @ Sofa @ Model Room            Description: Fabrication of Decorative Pillow with COM            Dimensions: 24" x 24"            Edge Detail: Knife Edge            Closure: Concealed Zipper            Insert: Down Alternative 2" larger than pillow dimension</p> <p>COM: Fabric @ Sofa Accent Pillow 'C':            MR-502A-PWF; P. Kaufmann; Pattern: C Borderline;            Chalk; 100% Polyester; Repeat: 6" Vertical; 6.75"            Horizontal; Width: 54"; Finish: Calender Finish; Fire            Rating: CAL 117 NFPA 260; Durability: 51,000 DR</p> <p>COM Requirement: 1 yard per pillow</p> <p>Lead time 4-5 weeks from receipt of an official PO,            50% deposit and receipt of all COMs            FOB: Dallas, Texas            Quote is valid for 60 days            Shipping and Handling not included - TBD</p>	24" x 24"	Chalk	75.00	75.00
<b>Total</b>						\$225.00



Company: CMS Willowbrook  
 Name: Heather Rouba  
 Contact: Malia Magazzeni  
 Opportunity: Delta Hotels Midwest City OK  
 Property Address: 5750 Will Rogers Road Midwest City 73110

Date: 11/4/19  
 Quotation #: 155608-110419  
 Prepared By: DEW

- C.O.M. MODEL ROOM YARDAGE MUST BE ONE CONTINUOUS ROLL
- Drapery Model Room Fabrication Lead Time: 6-8 weeks after receipt of PO, Deposit, All Fabrics, Field Measure and Completed Design Review.
- Drapery Ex-Works: Brockton, MA
- Drapery Ex-Works: Brockton, MA; C.O.M. SHIP TO: Valley Forge Fabrics, 506 North Warren Ave, Brockton, MA 02301, ATTN: Jeramie Kelle 508-232-6755, *Delivery appointment required, Dock receiving hours 8:00 AM to 2:00 PM, Side mark: VFF Project Name
- Roller Shade Model Room Fabrication Lead Time: 2 to 3 weeks after receipt of PO, Deposit, All Fabrics, Field Measure and Completed Design Review.
- Roller Shade Ex-Works: Florida
- Lodging: To be included by Hotel at No Charge, or costs will be invoiced
- COM = Customer Own Material - If COM is noted, those fabrics and items are not included in pricing.
- COM Address to be verified at time of order placement
- If VFF is not provided sample cuttings of COM fabric prior to fabric receipt, CDI by Valley Forge Fabrics will not be responsible for cutting of incorrect goods.
- VFF is not responsible or liable for any shrinkage, discoloration, defects or any other performance issues associated with or relating to the use of customer's own materials and will only warranty workmanship as it does not apply to COM. All fabrics must be dimensionally stable in all directions.
- Splices in decorative hardware may need to be added based on actual site conditions.
- Drapes and Sheers are pressed and fan folded prior to packaging.
- Roman Shade products may not have a tailored and even look, this is the inherent nature of this specialty product we strongly suggest a mock up is done and approved by all parties prior to production order being placed.
- Installation pricing is based on installing an entire floor or no less than 20 windows in one trip.
- Number of trips to be based on detailed installation schedule and subject to change based on project demands.
- Public Areas as priced to install in one trip or all at once.
- If toggle bolts or concrete installation is required, additional charges may apply.
- Steaming, Vacuuming, Shipping and Taxes are not included.
- All wiring to be done by an electrician and wall switches to be installed by others- not in VFF scope.
- If it is determined at Field Measure that the Fascia protrudes out of the window recess, a Headbox may be needed to prevent light leakage and we will have to requote
- If Purchase order is issued for fabricate and furnish only, field services are not included.
- VFF reserves the right to requote after field measure if necessary.
- Specified dimensions, quoted pricing and fabric requirements are subject to change upon on-site inspection of finished conditions.
- VFF is not responsible for any electrical wiring, patching, and painting or finished carpentry work. This includes chalking of any kind around our finished cornice treatments.
- Pricing assumes secured elevator access for our installation team where applicable.
- On-site storage and staging areas to be assigned prior to installation
- Pricing does not include VFF participation in on-site construction meetings unless otherwise specified within the proposal.
- VFF is not responsible for un-even ceilings, floors and window sills and the effects it may have on our finished products.
- Pricing includes any and all trips stated within our proposal for both measure and installation. If additional trips are necessary, associated travel, car rental and lodging fees will apply relative to crew size.
- VFF is not responsible for damaged window treatments after installation due to other trades working in the window and surrounding areas during the construction and pre-opening phases. If additional priming, steaming and or replacements are necessary due to treatments being damaged, additional charges will apply.
- In the event of tax exempt status, a resale certificate and W-9 must be included with Purchase Order.
- In the event of work stoppage due to project delays, additional charges may apply.
- Pricing does not include the take down or disposal of existing hardware and window treatments
- If full access to all areas within scope is not available at the time of appointment, additional trip charges will be incurred.
- Hotel to provide lift where applicable.

Massachusetts • Florida • Shanghai • Dubai • T.954.971.1776



Company: CMS Willowbrook  
Name: Heather Rouba  
Contact: Malia Magazzeni  
Opportunity: Delta Hotels Midwest City OK  
Property Address: 5750 Will Rogers Road Midwest City 73110

Date: 11/4/19  
Quotation #: 155608-110419  
Prepared By: DEW

- |   |
|---|
| - Hotel to provide escort with master key in order to access all areas.   |
| - If service elevator is unavailable, inaccessible or product does not fit within the elevator at time of installation, charge-backs will be applied.                                 |
| - Pricing is based on non-union labor & straight time unless otherwise stated within proposal.  |
| - Manual roller shades come equipped with Child Safety Tensions as well as installation instructions. Please take care to insure these products are installed correctly and securely. |

Massachusetts • Florida • Shanghai • Dubai • T.954.971.1776










1180 Caledonia Rd  
 Toronto, ON  
 Canada M6A 2W5  
 416-789-7156

Quote number: 5517 Date: 11/8/2019  
 Prepared by: Kristi Email: kristi@pifineart.com  
 Designer Rep: Luis Araujo Email: luis@lanaartllc.com

Brand: Delta Location: Midwest City Oklahoma

		Unit Price	Extended Price
QTY		\$ 589.00	\$ 87,761.00
149	Item: Art on Wallcovering: Linen Image: H1946-19k Image Size: 258 W x 100 H   Overall Size: 258 W x 100 H Orientation: Horizontal Frameless		
WC-02 - Graphic Wallcovering @ Headboard Wall		Mockup	\$ 1473.00
QTY		\$ 52.00	\$ 7,852.00
151	Item: Art on Dibond Image: TBD based on PI POD Imagery Image Size: 23 1/2 W x 23 1/2 H   Overall Size: 23 1/2 W x 23 1/2 H Orientation: Round Frameless   FLOAT		
MR-702-ART - Artwork @ Welcome Shelf		Mockup	\$ 130.00
QTY		\$ 72.00	\$ 10,872.00
151	Item: Art on Acrylic Image: TBD based on PI POD Imagery Image Size: 18 W x 24 H   Overall Size: 18 W x 24 H Orientation: Vertical 4 STANDOFFS/piece		
MR-701-ART- Artwork @ Toilet		Mockup	
QTY		\$ 124.00	\$ 18,724.00
151	Item: Art on Canvas Image: TBD based on PI POD Imagery Image Size: 82 1/2 W x 22 1/2 H   Overall Size: 84 W x 24 H Orientation: Vertical Frame: 371   Frame Color: Black   Frame Size: 1/2 REG BARS   Support: Security Hardware		
MR-703-ART - Artwork @ Living Room Sofa (OPTION 4)		Mockup	\$ 310.00
QTY		\$ 172.00	\$ 344.00
2	Item: Art on Canvas Image: TBD based on PI POD Imagery Image Size: 38 W x 43 1/2 H   Overall Size: 40 W x 45 H Orientation: Vertical Frame: 371   Frame Color: Black   Frame Size: 1/2 REG BARS   Support: Security Hardware		
MR-704-ART - Artwork @ Corridor		Mockup	



1180 Caledonia Rd  
 Toronto, ON  
 Canada M6A 2W5  
 416-789-7156

Quote number: 5517 Date: 11/8/2019  
 Prepared by: Kristi Email: kristi@pifineart.com  
 Designer Rep: Luis Araujo Email: luis@lanaartllc.com

Brand: Delta Location: Midwest City Oklahoma

Unit	Extended
Price	Price

Notes

<b>\$ 125,553.00</b>
----------------------

Shipping Extra

Total

**TERMS:**

50% deposit, balance TBD. Quote is in US\$.  
 Unless otherwise quoted, mockups are 2.5 x volume quote.  
 Unless EXACT WORDING "absolute must sizes" clearly indicated on P.O.,  
 1/2" allowance on all overall sizes.  
 Guestroom with or without Public Space quotes are valid for 45 days.  
 Public Space **only** quotes are valid for 180 days.  
 Applicable taxes are extra.  
 Includes security hardware and packaging.  
 Orders containing 5 or less glassed items will be substituted with Plexi.  
 Pricing is based on quantities & specs as quoted.  
 Issuance of PO will automatically render acceptance of terms.  
 FOB PI Fine Art warehouse, Toronto.  
 Title of goods transfers upon complete payment in full.

**STANDARD LEAD TIMES** from receipt of PO, deposit(s)  
 & approvals and subject to material availability:  
 Standard Program 1-10 total, 3 weeks  
 1-50 total, 4 weeks  
 51-200 total, 7 weeks  
 201-750 total, 8 weeks  
 Over 750, multiple shipments begin 8 weeks, balance tbd



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

Quote #: FDQ19-561-001  
 Date : 11/04/19  
 FDH : JN Monica  
 Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: OMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB PCE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard PU 30% sheen	U.S. / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
61		MR-100.1-CG King Headboard 78 x 4 x 48 Walnut - 1/4 cut; Veneered panel with (1) fully attached and tight upholstered headboard cushion at center with (2) decorative straps above that wraps over top of upholstered panel. MFG to provide ganging hardware at sides for attaching headboard to side panels. Panel to have cutout and notch for wire management and notch at bottom wall cleats. * Factory Suggested COM (panel): 2.28 yds * Factory Suggested COM (straps): 0.08 yds	327.00	19,947.00
88		MR-100.2-CG-L Queen Headboard - Left 69 x 4 x 48 Walnut - 1/4 cut; Veneered panel with (1) fully attached and tight upholstered headboard cushion at center with (2) decorative straps above that wraps over top of upholstered panel. With cutout for reading light (by others). MFG to provide ganging hardware at side for attaching headboard to side panel. Panel to have cutout and notch for wire management and notch at bottom wall cleats. * Factory Suggested COM (panel): 1.95 yds * Factory Suggested COM (straps): 0.08 yds	324.00	28,512.00
88		MR-100.2-CG-R Queen Headboard - Right 69 x 4 x 48 Walnut - 1/4 cut; Veneered panel with (1) fully attached and tight upholstered headboard cushion	324.00	28,512.00

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

QUOTATION

Page: 2

Quote #: FDQ19-561-001  
 Date : 11/04/19  
 FDH : JN Monica  
 Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: CMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB POE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard "PU" 30% sheen	U.S. / Sourced Similar	Sourced Similar

QTY      ITEM#      DESCRIPTION      UNIT PRICE      TOTAL

at center with (2) decorative straps above that wraps over top of headboard panel. With cutout for reading light (by others). MFR to provide ganging hardware at side for attaching headboard to side panel. Panel to have cutout and notch for wire management and notch at bottom w wall cleats.

\* Factory Suggested COM (panel): 1.95 yds  
 \* Factory Suggested COM (straps): 0.08 yds

61	MR-101.1-CG	King Bed Box 73.5 x 82.5 x 14 KD Unit. Walnut - 1/4 cut / metal. Veneered bed base with inset top and ventilation slots. With anti slip strips and finger cutouts for access to bed base supports; and radious at all corners. With metal laminate plinth base powder coated to match customer's control sample. MFR to provide all necessary hardware to attach to headboard	699.00	42,639.00
176	MR-101.2-CG	Queen Bed Box 60 x 79.5 x 14 KD Unit. Walnut - 1/4 cut / metal. Veneered bed base with inset top and ventilation slots. With anti slip strips and finger cutouts for access to bed base supports; and radious at all corners. With metal laminate plinth base powder coated to match customer's control sample. MFR to provide all necessary hardware to attach to headboard	659.00	115,984.00
122	MR-102.1-CG-L	King Nightstand - Left 22 x 18 x 47.25	317.00	38,674.00

\*\*\* CONTINUE \*\*\*





6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

Quote #: FDQ19-561-001  
 Date : 11/04/19  
 FDH : JN Mnica  
 Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: OMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB PCE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminat e
Hardwood/Walnut - 1/4 cut	FDH Standard ``PU`` 30% sheen	U S / Sourced Si milar	Sourced Si milar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
-----	-------	-------------	------------	-------

Walnut - 1/4 cut / Metal. Wall panel with cutout for sconce at top with (1) FC-739 power strip and cover plate. Cantilevered nightstand attached (Subtop for stone top (priced and shipped separately) with metal reveal under stone top. (1) drawer w heavy duty soft close glides & (1) U S Pull. Drawer to house safe (by others). W (2) tubular legs at front for support with metal caps and nylon glides. With access panel under nightstand. Nightstand panel to cleat onto headboard panel; provide necessary hardware.  
 \*CPT: With (1) sourced similar pull: \$311.00

122	MR-102.1-CG-R	King Nightstand - Right 22 x 18 x 47.25 Walnut - 1/4 cut / Metal. Wall panel with cutout for sconce at top with (1) FC-739 power strip and cover plate. Cantilevered nightstand attached (Subtop for stone top (priced and shipped separately) with metal reveal under stone top. With cubby below with (2) tubular legs at front for support with metal caps and nylon glides. With access panel under nightstand. Nightstand panel to cleat onto headboard panel; provide necessary hardware.	282.00	34,404.00
244	MR-102.1-CG-S	Source Si milar (Quartz) 22 x 15 x .75 For MR-102.1-CG-L/R (King Nightstand - Left/Right) 3/4" thick factory sourced white quartz top;	57.00	13,908.00

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

QUOTATION

Page: 4

Quote #: FDQ19-561-001

Date : 11/04/19

FDH : JN Monica

Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: CMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB POE- West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard ``PU`` 30% sheen	U.S. / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
		polished with eased edges. * CPT: 3/4" thick JCE EHS-595 Quartz: \$TBD		
88	MR-102.2-CG	Queen Nightstand 22 x 18 x 47.25 Walnut - 1/4 cut / Metal. Wall panel with cutout for sconce at top with (1) FC-739 power strip and cover plate. Cantilevered nightstand attached (Subtop for stone top (priced and shipped separately) with metal reveal under stone top. (1) drawer w heavy duty soft close glides & (1) U.S Pull. Drawer to house safe (by others). W (2) tubular legs at front for support with metal caps and nylon glides. With access panel under nightstand. Nightstand panel to cleat onto headboard panel; provide necessary hardware. *CPT: With (1) sourced similar pull: \$296.00	303.00	26,664.00
88	MR-102.2-CG	Source Similar (Quartz) 22 x 15 x .75 For MR-102.2-CG (Queen Nightstand) 3/4" thick factory sourced white quartz top; polished with eased edges. * CPT: 3/4" thick JCE EHS-595 Quartz: \$TBD	57.00	5,016.00
149	MR-103-CG	Closet 55 x 22 x 80 Walnut - 1/4 cut / Metal. Veneered closet with (1) door panel on continuous piano hinge at front with sourced similar pull. Interior LH side with metal rod at top and hook on side for ironing	1,069.00	159,281.00

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

Quote #: FDQ19-561-001  
 Date : 11/04/19  
 FDH : JN Monica  
 Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: OMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB POE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard PU 30% sheen	US / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
		board & iron. Interior w veneered cubbies and shelves w (1) drawer and soft closing/opening hinges. W (1) cabinet to house mini bar (by others) with cutout in recessed back panel for ventilation/power access. Cabinet/ closet door/ drawer with (1) US pull. With plinth metal base powder coated in matte black * CPT: With (2) sourced similar pulls: \$1,056.00		
149	MR-104-CG	Luggage Bench 48 x 24 x 83 Walnut - 1/4 cut / Metal. Veneered back panel with radius top corners (3) black metal hooks. With luggage bench (subtop for stone top) stone (provided by others). With metal reveal under stone and (2) veneered drawers with (1) US pull each. Drawers with soft closing metal glides. Back of unit with notch at bottom With plinth metal base powder coated matte black. MFR to provide wall cleats. * CPT: With (2) sourced similar pulls: \$476.00	489.00	72,861.00
149	MR-104-CG-S	Sourced Similar (Quartz) 48 x 22 x 14.75 For MR-104-CG (Luggage Bench) 3/4" thick factory sourced white quartz top with 14"H backsplash; polished with eased edges. Luggage bench with aluminum strips on wear surface. * CPT: 14.75" thk JG Edelen EHS-595 Quartz: \$TBD	187.00	27,863.00
149	MR-105-CG	Desk - Subtop 55 x 24 x 29.25	491.00	73,159.00

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
 Ph. 714-670-1171 ~ Fx. 714-562-1534

QUOTATION

Page: 6

Quote #: FDQ19-561-001

Date : 11/04/19

FDH : JN Monica

Approved By: JNRMVLL

CUSTOMER	PROJECT
Name: OMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB POE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard ``PU`` 30% sheen	US / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
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Walnut - 1/4 cut / Metal. Subtop for stone top (priced and shipped separately) with metal reveal under stone. LH side open with removable/recessed and veneered back panel to hide cords. RH side with (3) veneered drawers with (1) US pull each. Drawers with soft closing metal glides. With recessed back panel and notch at bottom. With (1) wood leg and metal at bottom with nylon glide. MFR to provide (1) FC-739 power and cover plate for stone top cutout.  
 \*CPT: With (3) sourced similar pulls: \$472.00

149	MR-105-CG-S	Source Similar Quartz 55 x 24 x 3.75 For MR-105-CG (Desk - Subtop) 3/4" thick factory sourced white quartz top with 3" H backsplash. Backsplash built up to 2.5" thick; with cutout on backsplash for power and cutout on top for grommet; radius at front corners and polished w eased edges. *CPT: W 3/4" thk JG Edelen EHS-595 Quartz: \$TBD	263.00	39,187.00
61	MR-106-CG	C-Table 20 x 11 x 22 Metal / factory sourced quartz construction. Oval concave inset stone top with black powder coated metal stem. With stone pedestal base and nylon glides.	703.00	42,883.00
149	MR-107-CG	Velcone Shelf 12 x 4 x 2	100.00	14,900.00

\*\*\* CONTINUE \*\*\*



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 Ph. 714-670-1171 ~ Fx. 714-562-1534

Quote #: FDQ19-561-001  
 Date : 11/04/19  
 FDH : JN Monica  
 Approved By: JNRMELL

<b>CUSTOMER</b> Name: QMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	<b>PROJECT</b> Delta Marriott - Midwest City, OK
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FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT / BALANCE NET 30	FOB POE West Coast	14-16 weeks
Wood Solid/Veneer	Finish	Hardware	Laminate
Hardwood/Walnut - 1/4 cut	FDH Standard ``PU`` 30% sheen	US / Sourced Similar	Sourced Similar

QTY	ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
		Walnut - 1/4 Cut. Veneered on all exposed parts with rounded corners with internal bevel and curved lip. Finish with protective top treatment. MFG to provide all necessary hardware to secure to wall.		
149	MR-108-CG	Vanity - Subtop 44 x 20 x 35.25 Walnut - 1/4 cut. Subtop for stone top (priced and shipped separately) wood base/frame with apron and (2) shelves with cutout for trash can on bottom shelf. Vanity to have privacy panel around sink and P-Trap. With (4) tapered legs to have levelers.	383.00	57,067.00
149	MR-108-CG	Sourced Similar (Quartz) 44 x 20 x 3.75 For MR-108-CG (Vanity - Subtop) 3/4" thick factory sourced white quartz top with 3"H backsplash. With cutouts for sink faucet fixtures; polished with eased edges. *OPT: 3.75" thick JG Edelen EHS-595 Quartz: \$TBD	211.00	31,439.00

\*\*\*\*\*  
 Terms listed are pending credit approval of buyer at receipt of P.O.  
 \*\*\*\*\*  
 Freight quoted below is to Midwest City, OK  
 \*\*\*\*\*  
 King/Queen Bed Boxes plinth base were quoted with metal laminate base.  
 \*\*\*\*\*

\*\*\* CONTINUE \*\*\*



6950 Noritsu Avenue ~ Buena Park, CA.90620  
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QUOTATION

Page: 8

Quote #: FDQ19-561-001

Date : 11/04/19

FDH : JN Monica

Approved By: JNCRVLL

CUSTOMER	PROJECT
Name: OMS Willowbrook Contact: Address: 620 NE 36th Street Oklahoma City, OK 73105 Phone: 405/224-1554 Fax:	Delta Marriott - Midwest City, OK

FDH Rep	Terms	Price Term	Lead Time
Jill M	50% DEPOSIT/ BALANCE NET 30	FOB PCE- West Coast	14- 16 weeks
Wood Solid/ Veneer	Finish	Hardware	Laminat e
Hardwood/ Walnut - 1/4 cut	FDH Standard ``PU`` 30% sheen	U S / Sourced Similar	Sourced Similar

QTY      ITEM#      DESCRIPTION      UNIT PRICE      TOTAL

\*\* Tax (if applicable) is an estimate, subject to all tax laws in effect at the time of shipment.

\*\* Please review all attached pages for notes and conditions that may apply to the above quoted items.

\*\* Freight includes all associated costs to deliver goods from the listed PCE to the jobsite.

\*\* When delivering to jobsite Fairmont Designs reserves the right to select various carriers, routing (port of entry) and container sizes.

\*\* Lead time is dependent upon production schedule availability at receipt of PO and subject to final confirmation.

\*\* Quoted pricing is subject to additional tariffs dependent upon the condition of import tariff rate at receipt of PO

\*\* Terms listed are pending credit approval of buyer at receipt of PO

\*\* Freight quoted below is to Midwest City

\*\* Separate freight charges may apply to model room orders and orders of less than one container load.

SUBTOTAL	872,900.00
Freight	64,400.00
<b>TOTAL</b>	<b>937,300.00</b>



Furnishing Imagination

6950 Noritsu Avenue ~ Buena Park, CA.90620

Ph. 714-670-1171 ~ Fx. 714-562-1534

Quoted prices are guaranteed for 90 days from the date of original quote, after which they may be changed, withdrawn or reinstated at Fairmont Designs Hospitality's discretion. These prices are based on the current room mix quantities as quoted. Any changes of quantities on an order may affect the prices.

**Credit Terms may change at any time based upon credit review or past payment history.**

General Notes:

- 1) Fairmont Designs will make full-service container direct jobsite delivery on all orders unless specified otherwise.
- 2) Maximum 2 hours of live unloading time for each container. Over 2 hours of live load charges and any other penalties, late fees are the responsibility of buyer and will be prepaid and billed.
- 3) When delivering to Jobsite Fairmont Designs reserves the right to select various carriers, routing (POE) and container sizes
- 4) Minor assembly required by installers for desks and tables unless specified otherwise.
- 5) Interior and Exterior Hardware: to be supplied with similar available in China. All other specifications may incur additional cost.
- 6) Quoted items may vary from customer supplied specifications. Measurements are approximate.
- 7) **Model Room Pricing:** Quoted per project. **Terms for Model Room:** must be pre-paid including freight
- 8) Quotes do not include electrical parts unless noted
- 9) All containers are loaded by rooms, unless specified otherwise.
- 10) Stone tops are an outsourced material and therefore not covered by our warranty. If your choice of stone requires sealing, this must be noted at the time of quote. See warranty for stone coverage limitations.

Standard Contract Features

- 1 English dovetail drawer front and back on most items.
- 2 Melamine drawer bottoms with reinforced glue blocks.
- 3 Solid wood drawer sides completely finished (clear coat).
- 4 Minimum 1.8 pound per cubic foot polyurethane foam.
- 5 Hardwood used unless specified. (i.e. Alder, Maple, Oak, Ash, etc.)
- 6 Kiln-dried hardwood used for upholstery framework.
- 7 Heavy-duty contract quality construction to include double doweled and glued joints or mortise and tenoned fabrication.
- 8 Top quality #1 veneer faces.
- 9 No exposed wood. All finished and/or edge banded for moisture barrier.
- 10 Multi-Step finishing
- 11 Standard Zinc full extension ball-bearing drawer glides.
- 12 Heavy-duty contract grade sleeper mechanisms.
- 13 Flush wall cleats (French Type) on all mirrors and headboards.
- 14 All cushions and padding materials meet UFAC and California Technical Bulletin 117.
- 15 Carpet strip cutout and recessed back panel for electrical cords on most items.
- 16 Front levelers on all dresser units.
- 17 Nylon carpet glides on all other appropriate items.
- 18 Standard heavy-duty cartons (breaking strength 200 pounds Wt./cm2).
- 19 Two-year limited warranty. Please see attached for full details.



6950 Noritsu Avenue ~ Buena Park, CA. 90620  
Ph. 714-670-1171 ~ Fx. 714-562-1534

## 2-Year Limited Warranty

This Limited Warranty protects only the original property and applies only when Fairmont Designs' furniture is purchased for hospitality use only. It is the responsibility of the property to perform minor touch-ups necessary to correct problems resulting from transportation and/or installation and handling.

### What Is Covered Under the Limited Warranty

This Warranty guarantees that each piece of Fairmont Designs' furniture will be free from manufacturing defects in materials, workmanship or construction. If any defect does appear within the two-year Warranty Period, Fairmont Designs will take the steps described below to correct it.

### Remedy

We will remedy a manufacturing defect in any of your Fairmont Designs' furniture as long as the customer sends a notice of the defect within the 2-year Warranty period (measured from the date of delivery). If a defect is noticed, the customer must promptly notify Fairmont Designs.

In the event of a defect, Fairmont Designs requires with any claim, that the defect be described as fully and clearly as possible with accompanying photos. Claims cannot be processed without these as they are necessary to determine the nature and extent of the defect. After notification, it may be necessary for Fairmont Designs or authorized representative to arrange for an inspection of your furniture to determine whether or not a defect exists. If a defect does exist, it will be repaired. However, if Fairmont Designs determines that repair is not practicable, you will be supplied with a replacement piece. The customer will not be charged for any repair services, replacement pieces, or ocean/inland shipping costs. However, on a case to case basis, it is at the discretion of Fairmont Designs to determine the amount of factory, transportation, and property responsibility. Fairmont Designs will not pay for or be responsible for the removal, re-installation or disposal of goods or any replacement goods. In the event of piece replacement, no assembly labor is included.

### LIMITATIONS ON THE COVERAGE OF THE 2-YEAR LIMITED WARRANTY

#### Improper Care and Use

Fairmont Designs will not replace your furniture if damage is caused by improper use, improper maintenance, or by improper cleaning. This Warranty does not apply if product damage results from the use of detergents, cleaners, abrasives or other harsh cleaning agents on the furniture.

#### Finishes

Finishes are warranted for 1-year from the date of delivery to be free from material and manufacturing defects. This limited warranty does not cover any damage to or failure of the finish resulting from normal wear and tear, improper use, negligence, abuse, abnormal usage (including use or storage in conditions of high heat, high moisture or extreme temperature changes), improper maintenance or cleaning, water damage, exposure to sunlight, extreme high or low humidity changes, acts of nature, or incorrect application of chemical treatment or any protective coating not applied by the manufacturer.

The veneer tops on all items without the protection of a glass top cover will naturally deteriorate under accelerated usage in a hotel application. Therefore unprotected veneer tops are excluded.

#### Stone

All stone, granite, marble, quartz, etc. subject to warranty guidelines provided by the specified or quoted vendor. Fairmont Designs does not provide any guarantee or warranty for stone.

#### Freight Damage

When receiving any shipment or delivery of any products, quantities must be checked with packing list and quantities verified. Any shortage of quantities or any visible damages must be noted on the Bill of Lading and notification to Fairmont Designs must be given immediately. Any notification of visible or concealed damage must be reported to Fairmont Designs within 5 working days, otherwise freight claims may be denied.

Any damage resulting from unloading and transporting products from the delivery containers to rooms where the furniture will be permanently placed for use is not covered.

#### Disclaimer

In cases of freight damage, abuse, or exposure to extreme temperatures, humidity or direct sunlight, it is per Fairmont Designs' discretion to assist in the repair or replacement of items at a mutually agreed upon method.





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### **2-Year Limited Warranty**

#### **LIMITATIONS ON THE COVERAGE OF THE 2-YEAR LIMITED WARRANTY (continued)**

##### **Upholstery**

This warranty does not extend to any customer supplied materials (fabric, leather or other decorative trims or applications). The designer, specifier and/or purchaser shall be deemed an expert in the selection of COM or COL (Customer's Own Material-Fabric or Customer's Own Leather) and assumes all risk and responsibility for selecting fabrics that are appropriate for the intended use and that comply with all applicable codes and regulations in the jurisdiction of ultimate use. Fairmont Designs cannot predict, nor be responsible for, how an upholstery material wears in an installation setting. Therefore, Fairmont Designs specifically disclaims any responsibility for any defects that may arise in the use of COM or COL's. These include, but are not limited to: wearability, flammability, fitness for use, cleanability, discoloration, colorfastness, fading, shrinking, stretching, pilling, unraveling, seam slippage or any other problem previously known or heretofore unknown that may arise from the use of such materials. Purchaser agrees to defend and hold harmless Fairmont Designs for any claim (including expenses and reasonable attorney's fees) made against Fairmont Designs relating to any alleged defect in COM or COL materials.



**Quote For:**

CMS Willowbrook  
 Heather Rouba  
 405-224-1554  
 heather.rouba@cmswillowbrook.com

**Quote No:** 6518  
**Quote Date:** 10/29/19  
**Expiration Date:** 01/27/20  
**Project #:** 37031

**RE: Delta Midwest City**

Dear Heather,  
 The following is Majestic's quote for the above referenced project.

**\*IF THE IMPOSED 30% INCREASED TARIFF IS IN EFFECT WHEN THIS ORDER ARRIVES IN THE US THERE WILL BE AN ADDITIONAL 10% INCREASE ON ALL BACK LIT MIRRORS AND A 12.5% INCREASE ON MAKE UP MIRRORS AND ALL DECORATIVE MIRRORS\***

**\*IF THE IMPOSED 25% INCREASED TARIFF IS IN EFFECT WHEN THIS ORDER ARRIVES IN THE US THERE WILL BE AN ADDITIONAL 7.5% INCREASE ON ALL BACK LIT MIRRORS AND A 10% INCREASE ON MAKE UP MIRRORS AND ALL DECORATIVE MIRRORS\***

QTY	ITEM# DESCRIPTION	SIZE OVERALL	FINISH	FRAME CONST	MODEL ROOM LEAD TIME	MODEL ROOM PRICE EACH	PRODUCTION LEAD TIME	PRODUCTION PRICE EACH
150	MR-700-MR Polished edge mirror with 2 vertical lines of back lit led light & lighting at top and bottom to wash the wall Includes Defogger	36" W X 38" H	N/A	Frameless	8-10 wks (4-6 wks with air freight)	\$299.00	12-14 wks	\$240.50

Back-lit LED includes the following:

- T5 LED Light Tubes
  - Vinyl Safety backing
  - UL listing including section 16.23
  - Finger Print protection
  - 60 Month Warranty on LED driver
  - Light bulbs rated for 69,000 hours
  - Light bulb color temperature is 3,000 Kelvin
  - 15 year warranty of LED's
  - Bulk Packed
  - Easy adjustable mounting system for installation and bulb replacement
  - Lead time begin upon receipt of Purchase order, Deposit, and approved CAD drawings and or finish samples
  - Includes Hard Backing (where applicable), hanging metal cleats, and packaging
  - Sales tax not included
  - FOB: Miami
  - Pricing in USD.
  - Quote valid for 90 days
  - Lead time begins when Majestic receives a PO, deposit, and approvals.
- Terms: 50% deposit, balance CBD (unless terms have been previously approved)

If you have any questions, please do not hesitate to call.

Sincerely,

Frank Filippelli



Majestic Mirror & Frame

CC: Smith - Brown Partnership

NOTE: Pricing submitted is subject to increase based on world events such as currency exchange, tariffs, fuel surcharges and freight increases.

THIS PROPOSAL MAY BE WITHDRAWN BY MAJESTIC MIRRORS & FRAME LLC. IF NOT ACCEPTED IN 60 DAYS

# CHARTER

FURNITURE

**CHARTER WEST - CALIFORNIA**

4828 4TH STREET IRVINDALE, CA 91706  
626.433.2264 \* FAX: 323.726.7308

**CHARTER EAST - NORTH CAROLINA**

206 FRAZIER AVE LIBERTY, NC 27298  
336.622.2201 \* FAX: 919.214.7121

## PROJECT QUOTATION

**103119RD/ts**

TOTAL PAGES INCLUDING COVER:

DATE: 11/1/19

**PROJECT NAME:** Delta Midwest City

QUOTED TO

Heather Rouba  
CMSWillowbrook  
620 NE 36th Street  
Oklahoma City, OK 73105  
O: 405.224.1554  
C: 405.203.2664  
[www.cmswillowbrook.com](http://www.cmswillowbrook.com)

PACKAGING: CARTONED

TERMS: Per Credit – or 50% Deposit/ Balance CBD / Orders under \$5K Pro Forma in full


SALESPERSON: HILL




FLAMMABILITY: CA 117-2013


FOB: Los Angeles, CA

NOTES: **ALL FABRIC REQUIRES SUFFICIENT BACKING FOR HOSPITALITY USE**

SPECIFIED DESIGN:

SPEC #	Item Description	Qty	Price	COM
MR-200-SG  CHARTER ITEM # 500-2742A- MODIFIED  BEECH	<p>LOUNGE CHAIR (500-2742 MOD) 32"W X 33"D X 37"H; 18"SH; 24"AH COM (A) @ INSIDE OF WRAPPED-AROUND COVER @ ARM FRAME &amp; BACK FRAME COM (B) @ OUTSIDE OF WRAPPED-AROUND COVER @ ARM FRAME &amp; BACK FRAME COM (C) UPH. FRONT OF SEAT DECK + SEMI-ATTD. SEAT &amp; BACK CUSHIONS WITH SELF-WELTS + 2EA LOOSE ARM CUSHIONS @ 18" X 10" X 3"THICK BACK &amp; SEAT CUSHIONS TO BE SEMI-ATTACHED BY D-RING + HOOK EXPOSED SOLID WOOD BACK FRAME + ARM FRAME + LEGS WOOD SPECIES: BEECH PU FINISH: SINGLE DARK COLOR WITH FIXED FLAT TEFLON GLIDES</p> 	150	<p>\$468.00 COM  \$936.00 MODEL ROOM  IMPORT  <b>NOTE – THIS ITEM SUBJECT TO TARIFF</b>  \$900.00 SAMPLE AIR FREIGHT</p>	<p>COM (A) @ INSIDE OF WRAPPED-AROUND COVER @ ARM FRAME &amp; BACK FRAME: 1.75 YARDS/ EACH  COM (B) @ OUTSIDE OF WRAPPED-AROUND COVER @ ARM FRAME &amp; BACK FRAME: 1.75 YARDS/ EACH  COM (C) UPH. FRONT OF SEAT DECK + ALL CUSHIONS: 4 YARDS/ EACH</p>
MR-200-SG  CHARTER ITEM # 500-2742A- MODIFIED  WALNUT	<p>LOUNGE CHAIR (500-2742 MOD) 32"W X 33"D X 37"H; 18"SH; 24"AH COM (A) @ INSIDE OF WRAPPED-AROUND COVER @ ARM FRAME &amp; BACK FRAME COM (B) @ OUTSIDE OF WRAPPED-AROUND COVER @ ARM FRAME &amp; BACK FRAME COM (C) UPH. FRONT OF SEAT DECK + SEMI-ATTD. SEAT &amp; BACK CUSHIONS WITH SELF-WELTS + 2EA LOOSE ARM CUSHIONS @ 18" X 10" X 3"THICK BACK &amp; SEAT CUSHIONS TO BE SEMI-ATTACHED BY D-RING + HOOK EXPOSED SOLID WOOD BACK FRAME + ARM FRAME + LEGS WOOD SPECIES: WALNUT PU FINISH: SINGLE DARK COLOR</p>	150	<p>\$567.00 COM  \$1,134.00 MODEL ROOM  IMPORT  <b>NOTE – THIS ITEM SUBJECT TO TARIFF</b></p>	<p>COM (A) @ INSIDE OF WRAPPED-AROUND COVER @ ARM FRAME &amp; BACK FRAME: 1.75 YARDS/ EACH  COM (B) @ OUTSIDE OF WRAPPED-AROUND COVER @ ARM FRAME &amp; BACK FRAME: 1.75 YARDS/ EACH  COM (C) UPH. FRONT OF SEAT DECK + ALL CUSHIONS:</p>

	<p>WITH FIXED FLAT TEFLON GLIDES</p> 		<p>\$900.00 SAMPLE AIR FREIGHT</p>	<p>4 YARDS/ EACH</p>
<p>MR-201-SG</p> <p><b>BEECH</b></p>	<p>OTTOMAN 32"W X 22"D X 15"H COM (A) UPH. EDGE OF SEAT DECK COM (B) UPH. SEMI-ATTD. SEAT CUSHIONS WITH SELF-WELTS SEAT CUSHIONS TO BE SEMI-ATTACHED BY VELCRO EXPOSED SOLID WOOD LEGS WOOD SPECIES: <b>BEECH</b> PU FINISH: SINGLE DARK COLOR WITH FIXED FLAT TEFLON GLIDES</p> 	<p>150</p>	<p>\$197.00 COM</p> <p>\$394.00 MODEL ROOM</p> <p>IMPORT</p> <p><b>NOTE – THIS ITEM SUBJECT TO TARIFF</b></p> <p>\$600.00 SAMPLE AIR FREIGHT</p>	<p>COM BREAK</p> <p>SEAT CUSHION: 1.5 YARDS 55" W NO REPEAT</p> <p>PLATFORM: .75 YARDS 55" W NO REPEAT</p>
<p>MR-201-SG</p> <p><b>WALNUT</b></p>	<p>OTTOMAN 32"W X 22"D X 15"H COM (A) UPH. EDGE OF SEAT DECK COM (B) UPH. SEMI-ATTD. SEAT CUSHIONS WITH SELF-WELTS SEAT CUSHIONS TO BE SEMI-ATTACHED BY VELCRO EXPOSED SOLID WOOD LEGS WOOD SPECIES: <b>WALNUT</b> PU FINISH: SINGLE DARK COLOR WITH FIXED FLAT TEFLON GLIDES</p> 	<p>150</p>	<p>\$204.00 COM</p> <p>\$408.00 MODEL ROOM</p> <p>IMPORT</p> <p><b>NOTE – THIS ITEM SUBJECT TO TARIFF</b></p> <p>\$600.00 SAMPLE AIR FREIGHT</p>	<p>COM BREAK</p> <p>SEAT CUSHION: 1.5 YARDS 55" W NO REPEAT</p> <p>PLATFORM: .75 YARDS 55" W NO REPEAT</p>
<p>MR-202-SG</p> <p><b>CHARTER MODEL # 800-350</b></p>	<p>CHARTER ITEM # 800-350-TASK CHAIR DIM 25 "W X 26"D X 33" H (MIN) - 37" (MAX) 22.5" (MIN) - 26" (MAX) AH 17" (MIN) - 21" (MAX) SH UPHOLSTERED TASK CHAIR WITH HEIGHT ADJUSTABLE, HYDRAULIC GAS LIFT WITH SWIVEL/TILT MECHANISM, AND <b>BLACK POWDERCOAT</b> 5 STAR BASE. TIGHT SEAT TIGHT BACK WITH SELF WELT HEAVY DUTY BLACK NYLON CASTERS.</p>	<p>150</p>	<p>\$251.00 COM</p> <p>\$502.00 MODEL ROOM</p> <p>IMPORT</p> <p><b>NOTE – THIS ITEM SUBJECT TO TARIFF</b></p> <p>\$700.00</p>	<p>COM BREAK</p> <p>1.5 YARDS OUTSIDE BACK; 54"W NO REPEAT</p> <p>1.75 YARDS EACH INSIDE BACK , ARMS AND SEAT: 54"W NO REPEAT</p>

			SAMPLE AIR FREIGHT	
	<b>PROPOSED TARIFF NOTIFICATION</b> ABOVE PRICING DOES NOT INCLUDE ANY TARIFF SURCHARGE. IF TARIFFS ARE ENFORCED ON FURNITURE IMPORTED FROM CHINA, CHARTER FURNITURE WILL PARTICIPATE IN THE COST OF TARIFF: TARIFF @ 25% - CLIENT WILL PAY 8% OF SELLING PRICE TARIFF @ 30% - CLIENT WILL PAY 10% OF SELLING PRICE			
	<b>ALL FABRIC REQUIRES SUFFICIENT BACKING FOR HOSPITALITY USE.</b> <b>ALL YARDAGE IS QUOTED AS PLAIN, 54" NO REPEAT, NON-DIRECTIONAL FABRIC UNLESS OTHERWISE NOTED.</b>			
	ESTIMATED FREIGHT – THIS IS AN ESTIMATE ONLY, AND ACTUAL FREIGHT WILL BE INVOICED AT TIME OF SHIPPING BASED ON LOAD COUNT AND FUEL SURCHARGE AT THE TIME OF SHIPPING			
Model Room or Prototype or Sample Pricing	2X's Quantity Price			

**ADDITIONAL TERMS AND CONDITIONS**

1. ALL PRICES QUOTED VALID FOR A PERIOD OF 60 DAYS. ALL PRICES WITHIN THIS QUOTATION ARE SUBMITTED AS A PACKAGE BID FOR ENTIRE PROJECT QUOTED. IF ANYTHING, OTHER THAN ENTIRE PACKAGE IS AWARDED, CHARTER FURNITURE RESERVES THE RIGHT TO REQUOTE ANY VARIATIONS THEREOF.
2. PLEASE FORWARD ALL COM'S TO OUR FABRIC RECEIVING FACILITY AT:
3. FOB NORTH CAROLINA: CHARTER FURNITURE 206 FRAZIER AVE LIBERTY, NC 27298  
 FOB CALIFORNIA: CHARTER FURNITURE 4828 4TH STREET IRWINDALE, CA 91706  
 ALL FABRICS NOT RECEIVED AT THIS FACILITY COULD CAUSE POSSIBLE DELAYS IN PRODUCTION LEAD-TIMES.
4. LEAD-TIME: **6-8 WEEKS TO MANUFACTURE MODEL ROOM SAMPLES FROM ROF AND ALL APPROVALS**  
**STANDARD DOMESTIC - 10 TO 12 WEEKS FROM ROF AND ALL APPROVALS**  
**CUSTOM DOMESTIC AND IMPORT - 12 TO 14 WEEKS FROM ROF AND ALL APPROVALS**
5. **\$250.00 NET UP CHARGE FOR CUSTOM WOOD FINISHES.** SEE STANDARDS @ [HTTP://WWW.CHARTERFURNITURE.COM/FEATURES/TYPE/3](http://www.charterfurniture.com/features/type/3)  
**IMPORTANT** - ALL PRICES QUOTED VALID FOR A PERIOD OF 60 DAYS. HOWEVER, WITHIN THIS 60 DAYS CHARTER RESERVES THE RIGHT TO REVISE THIS QUOTE BASED ON ANY SUDDEN INCREASE IN COMPONENT PRICES. THIS IS DUE TO RECENT NATURAL DISASTERS, WHICH RAW MATERIAL COSTS AND SUPPLY CHAINS HAVE BEEN GREATLY AFFECTED NATIONALLY AND ARE HIGHLY VOLATILE.

THANK YOU!

*Rick Dawson*

SIGNED: \_\_\_\_\_







# DELTA MIDWEST CITY, Q-7383

Item No.	Photo or Drawing	Specification		Quantity (PC)	Unit Price (USD)	Sample Price (USD)	Tooling (USD)	Amount (USD)
DL-01		1. Item:	DL-01	149	\$38.00	\$100.00		\$5,662.00
		2. Material:	METAL / ACRYLIC					
		3. Size:	7.5"Dia x 8"W x 23"H					
		4. Finish:	MATTE FLAT BLACK POWDER COAT-To match Tiger Drilac 69/80331					
		5. Bulb:	1 @ 5 watts LED, A15, E26, 2700K, 120 V, bulb not included					
		6. Remark:	DIRECT WIRE					
MR-400-LT		1. Item:	MR-400-LT	149	\$45.00	\$100.00	\$200.00	\$6,705.00
		2. Material:	METAL / OFF WHITE LINEN SHADE					
		3. Size:	12.5"Dia x 7"W x 21"H					
		4. Finish:	PAINTED BLACK/OFF-WHITE/ANTIQUE BRASS/HYDRO PAINTED FAUX WOOD					
		5. Bulb:	1 @ 9 watts LED, E26, 2700K, 120 V, bulb not included					
		6. Remark:	8' SVT BLACK CORD/MINI ON/OFF ROCKER					
MR-401-LT		1. Item:	MR-401-LT	298	\$38.00	\$100.00	\$200.00	\$11,324.00
		2. Material:	METAL / FROSTED ACRYLIC					
		3. Size:	7"Dia x 9"W x 13.5"H					
		4. Finish:	MATTE FLAT BLACK POWDER COATED-To match Tiger Drilac 69/80331					
		5. Bulb:	1 @ 5 watts LED, G16.5, E26, 2700K, 120 V, bulb not included					
		6. Remark:	12' SVT BLACK CORD / ROCKER SWITCH					
MR-402-LT		1. Item:	MR-402-LT	149	\$109.00	\$220.00		\$16,241.00
		2. Material:	METAL / ACRYLIC/CREAM LINEN SHADE					
		3. Size:	13"Dia x 18"W x 64"H					
		4. Finish:	MATTE FLAT BLACK-POWDER COATED - - To match Tiger Drilac 69/80331					
		5. Bulb:	1 @ 16 watts LED, E26, 2700K, 120 V, bulb not included					
		6. Remark:	10' SVT BLACK CORD / MINI ON/OFF ROCKER					
MR-403-LT		1. Item:	MR-403-LT	298	\$56.00	\$120.00		\$16,688.00
		2. Material:	METAL					
		3. Size:	3.875"Dia x 3"W x 7"H					
		4. Finish:	BLACK POWDER COATED METAL					
		5. Bulb:	1-LED 1W 2700K					
		6. Remark:	12' SVT BLACK CORD / STANDARD AUTOMATIC ON/OFF SWITCH WHEN NOZZLE IS MANUPULATED					



MR-404-LT		1. Item:	MR-404-LT	149	\$67.00	\$140.00	\$9,983.00
		2. Material:	METAL / LINEN IN WHITE				
		3. Size:	16 1/2"Dia x 24.5"H				
		4. Finish:	ANTIQUÉ BRONZE PAINTED				
		5. Bulb:	1 @ 9 watts LED, E26, 2700K, 120 V, bulb not included				
		6. Remark:	8'-0" SVT BLACK CORD / ROCKER SWITCH. ON/OFF ON STEM NECK				
MR-405-LT		1. Item:	MR-405-LT	149	\$154.00	\$310.00	\$22,946.00
		2. Material:	METAL / GLASS / FABRIC LINEN				
		3. Size:	19.7"Dia x 69"H				
		4. Finish:	WHITE & BLACK PAINTED				
		5. Bulb:	1 @ 16 watts LED, E26, 2700K, 120 V, bulb not included				
		6. Remark:	78.8" SVT BLACK CORD / INLINE SWITCH				

## **Clarification and Assumptions December 10, 2019**

We have listed below the assumptions and clarifications that we have considered so that we both fully understand what is and what is not included in the Guaranteed Maximum Price (GMP). Where actual events on the project differ from the assumptions and clarifications listed below, the GMP will require adjustments for the resulting additional costs and expenses. These assumptions and clarifications are specifically used to establish the basis of the GMP and as such are intended to clarify and take precedence over details or items shown on Contract Documents, in the event there is a discrepancy between or among any of them.

### **General Assumptions**

1. This Guaranteed Maximum Price is based on the Specifications for the Delta Marriott FF&E Model Rooms, as prepared by FlickMars, dated October 25, 2019, and the following Assumptions and Clarifications.
2. The bids have been solicited on the basis of award within 30 days.
3. The Guaranteed Maximum Price is based on an assumed construction start in January 2020 and completed by May 2020.
4. All off-site permits are not included and shall be paid by the Owner.
5. Any requirements by the Midwest City Municipal Authority, City of Midwest City, Delta Marriott or the State Fire Marshal that are not specifically depicted or indicated on the Contract Documents referenced above have not been included in the Guaranteed Maximum Price.
6. This GMP assumes that Owner furnished items will be on-site in accordance with the Construction Manager's schedule.
7. It is assumed that the Contract Documents are in compliance with all required codes, including, local, state and federal requirements, so no monies are included for changes to the Contract Documents necessary to comply with the aforementioned codes and requirements.
8. The schedule format to be used is Smartsheet.
9. This GMP is based on Design team will provide necessary CAD files to CM for various shop drawings and submittals at no additional costs.
10. A Construction Managers construction contingency is included in the Guaranteed Maximum Price. This contingency is intended to cover the scope of work, including but not limited to events such as listed below. The construction contingency shall be the exclusive use of the Construction Manager.
  - a. Unforeseen and/or unknown field conditions.
  - b. Including mitigation of weather impact, such as abnormal inclement weather.
  - c. Losses, expenses or damages not covered by insurance, including any deductible amount.
  - d. Increases in quantity or quality, which should have been reasonably inferable from the Contract Documents but not specifically shown therein.
  - e. Underestimating

- f. It is understood by the Parties that this contingency is not to be allocated to costs due to errors and omissions in the Contract Documents (CD's) or to remedy, correct or resolve any inconsistencies, ambiguities, errors or omissions contained in the Specifications on which the Construction Manager's Guaranteed Maximum Price was based.
  - g. Overtime, including unexcused schedule delays due to subcontractor work, performance or schedule.
  - h. Any use of the contingency is to be approved by the owner's representative prior to its use.
  - i. Any unused construction contingency will be returned to the Owner by a deduct change order at the end of the project.
11. An Owner contingency is not included in the GMP.
12. The order of precedence of the documents in the event that there is a conflict between documents is:
- a. Future change orders.
  - b. These Assumptions and Clarifications dated December 10, 2019.
  - c. Agreement between Owner and Construction Manager.
  - d. Addenda as issued by the Design Team.
  - e. Contract specifications, as prepared by FlickMars.
13. The following items are **NOT INCLUDED** in the Guaranteed Maximum Price: Design fees, CM PreConstruction Fee, Owner contingency, Sales Tax, Items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction start-up, test and occupy the building.
14. Preconstruction services will be billed separately.
15. The Owner will provide temporary and permanent utility cost during construction for start-up, test and occupy the new building.
16. The schedule is depicted on the lead time provided by Vendors as reflected in Attachment No. 3 Recommendation of Bids. Should the lead times change beyond our control, schedule delays may occur.



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1201

**MEMORANDUM**

TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager

DATE: January 14, 2020

SUBJECT: Discussion and consideration regarding a public presentation on architectural development and the design phase of the brand conversion and renovation of the Midwest City Sheraton to a Delta Hotel by Marriott by Flick Mars Design Architects from Dallas, TX.

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Flick Mars Design Architects are completing the development design phase of the Midwest City conversion from a Sheraton Hotel to a Delta Hotel by Marriott. Marriott has approved the 60% design submission. Staff from Flick Mars will present the plan at the January 14<sup>th</sup> Council Meeting. If possible, I will send out the presentation in advance of the Council Meeting.

Staff recommends approval to move forward with the design.

*Tim L. Lyon*

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Tim Lyon, City Manager

Attachments: Example Development and Design of the Restaurant and Entry







NEW BUSINESS/  
PUBLIC DISCUSSION





Agenda for the  
JANUARY 14, 2020  
MIDWEST CITY  
MEMORIAL HOSPITAL AUTHORITY

The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City's YouTube channel: [Bit.ly/youtubemwc](https://bit.ly/youtubemwc).

The recorded video will be available on the City's YouTube channel: [Bit.ly/youtubemwc](https://bit.ly/youtubemwc) and the City's website: [www.midwestcityok.org](http://www.midwestcityok.org) within 48 hours.

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 739-1213 or email [bbundy@midwestcityok.org](mailto:bbundy@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 MEMORIAL HOSPITAL AUTHORITY AGENDA**

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

January 14, 2020 - 6:02 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
  - [1.](#) Discussion and consideration of approving the minutes of the regular December 10, 2019 meeting, as submitted. (Secretary - S. Hancock)
  - [2.](#) Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - C. Barron)
- 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 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**

December 10, 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 6:34 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Sean Reed, Christine Allen, and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Española Bowen.

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

1. Discussion and consideration of approving the minutes of the regular November 26, 2019 meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Hospital Authority Fund, expenses/Transfers Out (00) \$1,678,654.

#### **DISCUSSION ITEM.**

1. **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 needed.

**NEW BUSINESS/PUBLIC DISCUSSION.** There was no new business or public discussion.

At 6:35 PM, Allen made a motion to recess the meeting, seconded by Reed. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Bowen. Motion carried.

At 6:39 PM, Reed made a motion to return to the Memorial Hospital Authority and go into executive session, seconded by Allen. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Bowen. Motion carried.

#### **EXECUTIVE SESSION.**

**Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 7:54 PM, Eads made motion to return to open session and to authorize the general manager/administrator to take action as appropriate, seconded by Allen. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Bowen. Motion carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:54 PM.

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MATTHEW D. DUKES II, Chairman

ATTEST:

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SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Christy Barron, Finance Director

Date: January 14, 2020

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

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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.

Christy Barron  
Finance Director



NEW BUSINESS/  
PUBLIC DISCUSSION

