



MIDWEST CITY

MEETING AGENDAS FOR

August 13, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City YouTube Channel.



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



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



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



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



CITY OF MIDWEST CITY COUNCIL AGENDA

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

August 13, 2019 – 6:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Assistant City Manager Vaughn Sullivan
 - Pledge of Allegiance by Councilmember Susan Eads
 - Community-related announcements and comments
- 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 July 23, 2019 meeting and the Special Council meeting on July 31, 2019, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Reimbursed Projects Fund, revenue/Miscellaneous (09) \$25,000; expenses/Street (09) \$25,000. Police Impound Fees Fund, expenses/Police (62) \$12,904. Reimbursed Projects Fund, revenue/Intergovernmental (14) \$12,000; expenses/General Gov't (14) \$12,000. Disaster Relief Fund, expenses/Disaster Relief (88) \$54,850. (Finance - C. Barron)
 3. 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 - L. Harper)
 4. Discussion and consideration of the approval of a Medical Retirement Application made by Employee 3368 through the Oklahoma Municipal Retirement Fund (OMRF). (Human Resources - L. Harper)
 5. Discussion and consideration of renewing the Lease Agreement with Michael Silsby, d/b/a Silsby Media, for an additional year beginning August 15, 2019, at a monthly rental rate of \$1,450 for the building located at 2425 South Douglas Boulevard. (Economic Development - R. Coleman)
 6. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Information Technology - R. Rushing)

7. Discussion and consideration of approving the purchase of centralized storage equipment (SAN) and mobile computer terminals (MCT's) with Dell Inc. in the amount of \$298,813.26 and \$253,119.80, respectively, per state contract #SW1020D as a part of the Moving Midwest City Forward 2018 Public Safety Bond projects. (Information Technology - R. Rushing)
8. Discussion and consideration of awarding a bid for the purchase and installation of Kenwood P25 radios for the Police department in the amount of \$455,894.82 to the sole bidder, Stolz Telecom LLC, as a part of the Moving Midwest City Forward 2018 Bond projects. (Information Technology - R. Rushing)
9. Discussion and consideration of renewing the contracts with Barnes Wrecker Service, Inc. and McConnell's Body Shop and Towing, Inc. to provide the City of Midwest City, upon its request, with towing and vehicle storing services. (Police - B. Clabes)
10. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Branch YMCA for services in support of the football program at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park for FY 19-20. (Parks and Recreation - F.Gilles)
11. Discussion and consideration of approving a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for FY 19-20. (Community Development - P. Menefee)
12. Discussion and consideration of approving and entering into a project agreement for Federal-aid Project Number STPG -255F (480) AG, State Job Number 33346(04), with the Oklahoma Department of Transportation to receive federal funds up to the amount of \$329,600.00 for the Midwest City: Striping Project at Various Locations. (Community Development - P. Menefee)
13. Discussion and consideration of supplementing the project agreement for Federal-aid Project Number STP-255B (461)AG, State Job Number 31548(04), with the Oklahoma Department of Transportation in the amount of \$184,239.39 to fund the Midwest City Reconstruction of S.E. 29th Street from Midwest Boulevard to Douglas Boulevard including the S.E. 29th Street Midwest Boulevard Intersection but not the Douglas Boulevard S.E. 29th Street intersection. (Community Development P. Menefee)
14. Discussion and consideration of approving entering into a Memorandum of Understanding with the Boys and Girls Clubs of Oklahoma County Inc. from August 1, 2019 to July 31, 2020 in an amount of \$75,000 for the operation of a club site at Steed Elementary School, located at 2118 Flannery Drive in Midwest City. (Grants Management - T. Craft)
15. Discussion and consideration of reappointing Tammy Pote, Ward 2 and Elaine Winterink, Ward 6 representatives on the Citizens' Advisory Committee on Housing and Community Development, for additional four-year terms. (Grants Management - T. Craft)

16. Discussion and consideration of declaring one (1) 2008 J.D. 757 A-Trak mower unit # 9-07-13 serial # TC075B067827, one (1) 2010 Ferris Z-Turn mower unit # 09-07-19 serial # 2013416365 and one (1) 2016 Stihl FS90R weedeater unit # 09-07-76 serial # 504597644 as surplus property and authorizing their disposal by sealed bid, public auction or by other means as necessary. (Public Works - R. Paul Streets)
17. Discussion and consideration of accepting the filing of the Midwest City Urban Renewal Authority's FY 2018-2019 Annual Report. (Economic Development - R. Coleman)

D. DISCUSSION ITEMS.

1. Plat Correction for the Turtlewood 6th Addition Final Plat to correct an error on the dimensions of Lot 12, Block 9 and Lot 26, Block 10 on the approved and recorded plat. (Community Development - B. Harless)
2. Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, Section 1-15, Specific Penalty for Violations of Code; Establishing an Effective Date; and Providing for Repealer and Severability.(Neighborhood Services - M. Stroh)
3. Discussion and consideration approving an ordinance amending The City of Midwest City Code, Chapter 24, Motor Vehicles and Traffic, Article I, In General, Section 24-1, Definitions, Article V, Stopping, Standing or Parking Division 1, Generally, Section 24-158, Prohibited in Specified Places and Division 4, Residential Parking, Section 24-201, Deleting Section 24-202 and 24-202.1; establishing an Effective Date; and Providing for Repealer and Severability. (Police Chief - B. Clabes)
4. Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 27, Nuisances, Article 1, In General, Section 27-6, Remedies Against A Public Nuisance; Article IV, Abandoned Wrecked, Dismantled or Inoperative Vehicles, Section 27-61, Storing, Parking or Leaving Junked or Inoperable Motor Vehicle, Declared a Nuisance; Section 27-62, Penalties; Establishing an Effective Date; and Providing for Repealer and Severability. (Neighborhood Services - M. Stroh)
5. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 25, Municipal Court, Article III, Jury Trials, Sections 25-85, Defendant's Election Generally, Section 25-86, Change of Defendant's Election and 25-96, Jury Term to be set by Presiding Judge; Providing for Repealer and Severability. (City Attorney - H. Poole)
6. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 16, Food and Food Handlers, Article I, In General, Section 16-2, Food Service Sanitation Manual; establishing an effective date; and providing for repealer and severability. (City Clerk - S. Hancock)



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

July 23, 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. Assistant City Manager Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Moore. Council and Staff made community-related announcements.

CONSENT AGENDA. Allen made a motion to approve the consent agenda, as submitted, seconded by Reed. 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 July 9, 2019 council meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: General Gov't Sales Tax Fund, expenses/City Manager (01) \$19,330; expenses/Personnel (03) \$38,730; expenses/Community Development (05) \$131,481; expenses/Park & Rec (06) \$21,463; expenses/Finance (08) \$2,100; expenses/Street (09) \$141,056; expenses/Municipal Court (12) \$1,158; expenses /General Gov't (14) \$153,041; expenses/Neighborhood Services (15) \$5,400; expenses/I.T. (16) \$225,939. Capital Outlay Reserve Fund, expenses/General Gov't (14) \$137,034. Street & Alley Fund, expenses /Street (09) \$385,865. Technology Fund, expenses/General Gov't (14) \$13,000. Reimbursed Projects Fund, expenses/Community Development (05) \$24,367; expenses/Park & Rec (06) \$55,000; expenses/Public Works (30) \$57,182. Police Capitalization Fund, expenses/Police (62) \$182,000. Jail Fund, expenses/Police (62) \$9,156. Fire Capitalization Fund, expenses/Fire (64) \$415,202. Welcome Center Fund, expenses/Tourism (74) \$9,822. Dedicated Tax 2012 Fund, expenses/Park & Rec (06) \$78,411; expenses/Parks (23) \$323,315; expenses/Streets (66) \$89,500. Emergency Operations Fund, expenses/ Emergency Operations (21) \$15,491. Public Works Fund, expenses/Public Works (30) \$61,751. Fleet Fund, expenses/Fleet (25) \$123,059. Surplus Property Fund, expenses /Surplus Property (26) \$10,459. Activity Fund, expenses/Recreation (78) \$20,000. Park & Recreation Fund, expenses/Park & Rec (06) \$54,103. Grants Fund, expenses/Capital Improvements (57) \$199,000; expenses/Police (62) \$8,942; expenses/Fire (64) \$2,526. Capital Improvements Fund, expenses/Capital Improvements (57) \$1,332,717. Downtown Redevelopment Fund, expenses/29th Street (92) \$2,146,430. 2002 GO Street Bond Fund, expenses/Street Bond (69) \$435,818. 2018 Election GO Bonds Fund, expenses/Park & Rec (06) \$8,448,575; expenses/Street (09) \$7,620,261; expenses/Animal Welfare (10) \$2,862,919; expenses/General Gov't (14) \$2,219,979; expenses/Fire (64) \$2,481,579; expenses/29th Street (92) \$581,230. 2018 Election GO Bonds – Proprietary Fund, expenses/JC Regional Golf (47) \$197,165; expenses/Capital Water Improvements (49) \$5,471,675. Grants Fund, revenue/Intergovernmental (06) \$17,878; expenses/Transfers Out (06) \$17,878; revenue/Intergovernmental (21)\$15,000; expenses/Transfers Out (21) \$15,000; revenue/Intergovernmental (57) \$224,348; revenue/Intergovernmental (62) \$52,277;

revenue/Transfers In (62) \$2,218; expenses/Police (62) \$45,799; revenue/Intergovernmental (64) \$310,091; revenue/ Intergovernmental (88) \$23,188; expenses/Transfers Out (88) \$23,188. Dedicated Tax 2012 Fund, revenue/Transfers In (00) \$17,878. Emergency Operations Fund, revenue/Transfers In (00) \$15,000. Police Impound Fees Fund, expenses/Transfers Out (62) \$2,218. Disaster Relief Fund, revenues/Transfers In (88) \$23,188. Reimbursed Projects Fund, revenue/Intergovernmental (05) \$24,000; expenses/ Community Development (05) \$3,273; expenses/ Neighborhood Services (15) \$16,765; expenses/Housing (37) \$85,000; revenue/ Grants Management (39) \$14,000; expenses/Economic (87) \$11,909. Grants/ Housing Activities Fund, revenue/ Intergovernmental (37) \$9,995; expenses/ Housing (37) \$154,995.

3. Discussion and consideration of passing and approving Resolution 2019-22 for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2019 to be made available for fiscal year 2019-2020; and amending the budgets for fiscal year 2019-2020 to include the released appropriations from the fiscal year 2018-2019 budgets as supplemental appropriations; and, effective July 1, 2019, renewing encumbrance commitments cancelled at the close of day June 30, 2019.
4. Discussion and consideration of accepting the City Manager's Report for the month of June, 2019.
5. Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support.
6. Discussion and consideration of accepting the Monthly Neighborhood Services report for June 2019.
7. Discussion and consideration of entering into a contract for the ESRI Enterprise Advantage Program for FY 2019/2020 in the amount of \$59,590.00.
8. Discussion and consideration of renewing an agreement with the City of Choctaw, City of Harrah, Town of Jones and Town of Forrest Park to provide emergency animal control services for fiscal year 2019-20.
9. Discussion and consideration of renewing the agreement with the City of Choctaw, City of Harrah, City of Nicoma Park, Town of Forrest Park and Town of Jones for animal care services for fiscal year 2019-20.
10. Discussion and consideration of approving and entering into an agreement for fiscal year 2019-20 with Pet-Vet Animal Clinic and Midwest Veterinary Hospital who is electing to offer free and discounted services to animals adopted from the Midwest City Animal Shelter in conjunction with the Adopt-A-Pet program.
11. Discussion and consideration of renewing an agreement with the Oklahoma Humane Place Spay/Neuter Clinic and Midwest Veterinary Hospital to perform veterinary services associated with the City's Adopt-A-Pet program for fiscal year 2019-2020.
12. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2019-20 with the City of Choctaw, City of Nicoma Park, City of Harrah, Town of Forrest Park and Town of Jones to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$60.00 per day (or \$2.50 per hour if applicable), plus a \$30.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.

DISCUSSION ITEMS.

1. **(PC-2002) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to C-4, General Commercial, and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COMM, Commercial, for the property described as a part the NE/4 of Section 25, T12N, R2W, and further described as the north 115' of the parcel addressed as 9622 NE 23rd Street.** After discussion with the applicant, Godfrey Uwudia, and Staff, Reed made a motion to approve the ordinance and resolution, as submitted, seconded by Byrne. Voting aye: Byrne, Reed, and Allen. Nay: Eads, Moore, and Mayor Dukes. Absent: Bowen. Motion failed.
2. **(PC-2003) Discussion and consideration of approval of the proposed final plat of Roller Lot, described as a part of the NW/4 of Section 36, T12N, R2W, addressed as 9401 E. Cardinal Place.** After discussion with Staff, Byrne made a motion to approve the final plat, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Allen, Moore, and Mayor Dukes. Nay: Reed. Absent: Bowen. Motion carried.
3. **(PC-2004) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-3, Community Commercial and I-1, Light Industrial district, subject to staff comments, for the property addressed as 1701 S. Air Depot Blvd.** After discussion with the applicant, Bay Woods and Staff, no action was taken.
4. **(PC-2005) Discussion and consideration of approval of the Preliminary Plat of the Ibanez Addition, described as a part of the NW/4 of Section 5, T11N, R1W and addressed as 10309 Belmont Ave.** After discussion with Staff, Moore made a motion to approve the preliminary plat, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Allen, Moore, and Mayor Dukes. Nay: Reed. Absent: Bowen. Motion carried.
5. **(PC – 2006) Public hearing with discussion and consideration of approval of an ordinance to redistrict from Planned Unit Development (PUD) governed by the C-3, Community Commercial District to Amended PUD, governed by the C-3, Community Commercial District for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Eads made a motion to approve Ordinance 3375, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bowen. Motion carried.
6. **(PC–2007) Public hearing with discussion and consideration of approval of the replat of Lot 1 of the Sooner Rose III Addition for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, located along SE 15th Street, between Buena Vista Ave. and Crosby Blvd., Midwest City, Oklahoma.** Eads made a motion to approve the replat, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bowen. Motion carried.
7. **Discussion and consideration of presentation by Selser Schaefer Architects on updated Schematic Design Deliverables in regards to the new single story Midwest City Animal Services Center at 2901 Woodside Drive.** Brian Thomas with Selser Schaefer Architects presented the new animal shelter design. Discussion was had, no action was taken.

* At 7:05 PM, Reed left the meeting and returned at 7:06 PM.

8. Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (the Bond) projects. Staff addressed the Council. No action was taken.

* At 7:48 PM, Moore left the meeting returning at 7:49 PM.

* At 7:52 PM, Eads left the meeting.

9. Discussion and consideration of awarding a bid and entering into a contract to purchase one (1) new E-One Fire Pumper with flow meter option to Chief Fire and Safety Co. Inc. for a total price of \$666,798.00. Staff spoke with the Council, and Byrne made a motion to award the bid and enter into a contract, seconded by Allen. Voting aye: Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Eads. Motion carried.

10. Discussion and consideration of granting a waiver to the public sanitary sewer connection requirement for a potential commercial business located at 8100 N.E. 23rd Street, Midwest City Oklahoma. After discussion with the applicants, Kevin Lessani and Vida Ostovar, and Staff, Eads made a motion to deny the waiver, as submitted, seconded by Reed. Voting aye: Byrne, Reed, and Allen. Nay: Eads, Moore, and Mayor Dukes. Absent: Bowen. Motion carried.

* At 7:55 PM, Eads returned to the meeting. She left the meeting again at 8:13 PM returning at 8:15 PM.

* At 8:07 PM, Mayor Dukes left the meeting and returned at 8:09 PM.

11. Discussion and consideration of reappointing Dave Herbert and Russell Smith to the Midwest City Urban Renewal Authority for an additional three-year term to end on July 26, 2022. Eads made a motion to reappoint Herbert and Smith, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bowen. Motion carried.

12. Discussion and consideration of reappointing Lou Atkinson, Sherri Anderson, and Grace Sullivan for three-year terms to the Midwest City Tree Board. Eads made a motion to reappoint Atkinson, Anderson, and Sullivan, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bowen. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Bill Bridges of 10300 Belmont, addressed the Council.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 8:24 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

A notice for this Special Midwest City Council meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Council Minutes

July 31, 2019 – 6:00 PM

This special meeting was held in the Midwest City Charles Johnson Building, 8726 SE 15th Street, Midwest City, County of Oklahoma, State of Oklahoma.

The meeting was called to order at 6:00 PM with the following members present: Councilmembers Española Bowen, Sean Reed, Christine Allen, Jeff Moore, and Mayor Matt Dukes with Acting City Clerk/City Attorney Heather Poole, and Assistant City Manager Vaughn Sullivan. Absent: Susan Eads, Pat Byrne.

NEW BUSSINESS/PUBLIC DISCUSSION.

1. **Notice of a public meeting hosted by Jeff Johnson and open to Councilmembers, City staff, and public regarding the New Micro Community “The Bellom.”** No action was taken.

ADJOURNMENT.

There being no further business, the meeting was adjourned at 7:15 PM.

ATTEST:

MATT DUKES, Mayor

HEATHER POOLE, Acting 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: August 13, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Reimbursed Projects Fund, revenue/Miscellaneous (09) \$25,000; expenses/Street (09) \$25,000. Police Impound Fees Fund, expenses/Police (62) \$12,904. Reimbursed Projects Fund, revenue/Intergovernmental (14) \$12,000; expenses/General Gov't (14) \$12,000. Disaster Relief Fund, expenses/Disaster Relief (88) \$54,850.

The first supplement is needed to budget expenses and revenue related to Kiwanis Park Hospital Authority grant. The second supplement is needed to budget cost of police service weapons. The third supplement is needed to budget Emergency Utility Assistance Grant from Board of Oklahoma County Commissioners. The fourth supplement is needed to budget emergency sewer repair in Mid America Park.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS

August 13, 2019

Fund REIMBURSED PROJECTS (016)		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>
09	Miscellaneous	25,000			
09	Street			25,000	
		<u>25,000</u>	<u>0</u>	<u>25,000</u>	<u>0</u>

Explanation:
To budget expenses for Street Department to perform work related to Kiwanis Park Hospital Authority Grant which will be reimbursed by hospital authority grant proceeds remitted by Kiwanis Club to City.

Fund POLICE IMPOUND FEES (037)		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			12,904	
		<u>0</u>	<u>0</u>	<u>12,904</u>	<u>0</u>

Explanation:
To budget cost of police service weapons. Funding to come from credit for trade in of older weapons, the exact amount of which will be determined at a later time.

Fund REIMBURSED PROJECTS (016)		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>
14	Intergovernmental	12,000			
14	General Gov't			12,000	
		<u>12,000</u>	<u>0</u>	<u>12,000</u>	<u>0</u>

Explanation:
To budget Emergency Utility Assistance Grant from Oklahoma County Commissioners.

Fund DISASTER RELIEF (310)		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>
88	Disaster Relief			54,850	
		<u>0</u>	<u>0</u>	<u>54,850</u>	<u>0</u>

Explanation:
To budget emergency sewer repair in Mid America Park. Funding to come from fund balance and potential reimbursement from OK Dept of Emergency Management.



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

Memorandum

TO: Honorable Mayor and Council

FROM: Lisa Harper, Interim Human Resources Director

DATE: August 13, 2019

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 June 2019 which is the twelfth (12) period of the FY 2018/2019.

Lisa Harper
Interim Human Resources Director

FISCAL YEAR 2018-2019	Jul -18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
PLAN INCOME												
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
PLAN CLAIMS/ADMIN COSTS	Jul -18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
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
EXCESS INCOME vs. EXPENDITURES	Jul -18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
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
FISCAL YEAR 2017-2018	**Jul -17**	Aug - 17	Sep - 17**	**Oct - 17**	Nov - 17	Dec - 17	**Jan - 18**	Feb - 18	Mar - 18**	Apr - 18	**May - 18**	Jun - 18
PLAN INCOME												
Projected Budgeted (MTD)	583,812	583,812	875,718	583,812	583,812	583,812	583,812	583,812	875,718	583,812	583,812	583,812
Actual (MTD)	549,884	581,809	762,314	573,509	575,591	584,948	639,389	575,734	780,330	582,690	593,056	585,557
Projected Budgeted (YTD)	583,812	1,167,624	2,043,342	2,627,154	3,210,966	3,794,778	4,378,590	4,962,402	5,838,120	6,421,932	7,005,744	7,589,556
Actual (YTD)	549,884	1,131,693	1,894,007	2,467,516	3,043,107	3,628,055	4,267,444	4,843,178	5,623,508	6,206,198	6,799,254	7,384,811
PLAN CLAIMS/ADMIN COSTS	**Jul -17**	Aug - 17	Sep - 17	**Oct - 17**	Nov - 17	Dec - 17	**Jan - 18**	Feb - 18	Mar - 18	Apr - 18	**May - 18**	Jun - 18
Projected Budgeted (MTD)	583,489	583,489	875,235	583,489	583,489	583,489	583,489	583,489	875,235	583,489	583,489	583,489
Actual (MTD)	570,148	531,432	564,791	564,182	535,313	709,157	594,992	427,810	594,358	566,711	655,998	551,006
Projected Budgeted (YTD)	583,489	1,166,978	1,731,769	2,295,951	2,831,264	3,540,421	4,135,413	4,563,223	5,157,581	5,724,292	6,380,290	6,931,296
Actual (YTD)	570,148	1,101,580	1,666,371	2,230,553	2,765,866	3,475,023	4,070,015	4,497,825	5,092,183	5,658,894	6,314,892	6,865,898
EXCESS INCOME vs. EXPENDITURES	**Jul -17**	Aug - 17	Sep - 17	**Oct - 17**	Nov - 17	Dec - 17	**Jan - 18**	Feb - 18	Mar - 18	Apr - 18	**May - 18**	Jun - 18
Projected Budgeted (MTD)	323	323	483	323	323	323	323	323	483	323	323	323
Actual (MTD)	-20,264	50,377	197,523	9,327	40,278	-124,209	44,397	147,924	185,972	15,979	-62,942	34,551
Projected Budgeted (YTD)	323	646	311,573	331,203	379,702	254,357	243,177	399,179	680,539	697,640	625,454	658,260
Actual (YTD)	-20,264	30,113	227,636	236,963	277,241	153,032	197,429	345,353	531,325	547,304	484,362	518,913

June 12/FY 2019: \$2,111,500
 June 12/FY 2018: \$2,211,577
 June 12/FY 2017: \$1,804,708
 June 12/FY 2016: \$1,806,654

SEPT. AND MARCH HAVE 3 PAYROLLS

** 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: Lisa Harper, Interim Human Resources Director

DATE: 8/13/ 2019

RE: Discussion and consideration of the approval of a Medical Retirement Application made by Employee 3368 through the Oklahoma Municipal Retirement Fund (OMRF).

Employee 3368 was recently diagnosed with a debilitating medical issue. Employee 3368's physician has certified that their condition has and will keep them from performing the essential functions of their position. Under OMRF an employee can apply for a disability retirement.

Staff has received and reviewed the required documentation and recommends approval of this request.

Lisa Harper
Interim Human Resources Director



Economic Development Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1218
rcoleman@MidwestCityOK.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Director of Economic Development

DATE: August 13, 2019

SUBJECT: Discussion and consideration of renewing the Lease Agreement with Michael Silsby, d/b/a Silsby Media, for an additional year beginning August 15, 2019, at a monthly rental rate of \$1,450 for the building located at 2425 South Douglas Boulevard.

Mr. Michael Silsby has agreed to renew the lease for the building that formerly served as the Stormwater Quality office. His business, Silsby Media, applies wraps on vehicles and has been successfully operating on South Douglas Blvd. location for over six years.

Mr. Silsby operates a very clean business requiring very little outdoor storage and is a sales tax collection point. It appears he has done a good job of property upkeep as well.

Attached for your review is a draft of a Lease Agreement memorializing the terms staff and Mr. Silsby have negotiated. The last rent hike (3.065%) occurred in 2017.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "R. Coleman", written over a horizontal line.

Robert B. Coleman
Director of Economic Development

Attachment: 2019 – 2020 Lease Agreement

LEASE AGREEMENT

This Lease is made and entered into on the _____ day of August, 2019, wherein the City of Midwest City, a municipal corporation, is referred to as "Lessor" and Michael Silsby, a sole proprietor, d/b/a Silsby Media, is referred to as "Lessee."

WITNESSETH:

Lessor does hereby lease to Lessee the premises known and described as:

A tract of land known as 2425 South Douglas Boulevard, Midwest City, Oklahoma County, Oklahoma, being a part of the Southeast Quarter (SE/4) of Section 11, Township 11 North, Range 2 West, Oklahoma County, Oklahoma, more particularly described as follows: Beginning 588 feet South and 60 feet West of the NE/C of the SE/4; thence West 150 feet; thence South 150 feet; thence East 150 feet; thence North 150 feet to the place of beginning, containing 0.5165 acres, more or less,

including the 2,400 square foot building and appurtenant parking lot thereon, collectively referred to as the "Leased Premises," in their current and "as is" condition, to be used by Lessee as a commercial space for the application of vehicle wraps. Lessee's continuing possession of the Leased Premises shall be conclusive evidence that Lessee continues to accept the Leased Premises "as is" and that the Leased Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing by both parties.

1. Term of Lease. The term of this Lease shall be for one year beginning on August 15, 2019. Lessee may request to renew this Lease for additional terms provided that Lessor reserves the right to renegotiate the rental payments and other provisions of this Lease. Lessee shall, at least sixty (60) days prior to the expiration date of the primary one-year term of this Lease, notify Lessor, in writing, whether or not he intends to renew this Lease.
2. Rent. Rent shall commence on August 16, 2019. The annual rent that Lessee shall pay to Lessor shall be the sum of seventeen thousand, four hundred, and 00/100 dollars (\$17,400.00), with monthly installments being fourteen hundred and fifty dollars (\$1,450.00).
3. Parking lot. Lessor agrees to furnish as an appurtenance of the Leased Premises a parking area and shall keep the parking area in good repair. Lessee shall keep the parking area lighted, striped and clean and free from all debris.
4. Utilities. During the term of this Lease, Lessee shall be responsible for managing and paying for all utility services required at the Leased Premises.
5. Maintenance. During the term of this Lease, Lessor shall keep in good repair all exterior parts of the 2,400 square foot building including, but not limited to, the foundation, walls, roof, sewer service lines, sidewalks and exterior painting, and all plumbing, electrical and gas

installations. Lessee shall maintain and keep in good repair the interior of the Leased Premises, including the replacement of any plate glass in the Leased Premises broken or damaged by any means, whether or not any such maintenance or repairs become necessary because of a defect in or damage to the roof and/or exterior of the building or due to defective workmanship or materials, the elements, normal wear and tear, act of God, fire, war, insurrection, civil riot or other casualty, irrespective of the cause thereof.

6. HVAC. Lessee shall service and maintain the air conditioning and heating equipment furnished with the Leased Premises at his own expense at least twice each year, proof of which he shall provide to Lessor. All costs incurred in normal maintenance of the HVAC system including, without limitation, replacement or re-charging of freon or other cooling fluids, cleaning of condensers and filters, and replacement of filters shall be at Lessee's sole expense. Lessee shall replace any worn or damaged parts. Lessor shall replace the condenser as necessary. All work performed on the HVAC system shall be performed only by contractors approved by Lessor.

7. Improvements; fixtures. All alterations, additions or improvements upon the Leased Premises, no matter by whom made, shall be the property of Lessor and remain upon and be surrendered with the Leased Premises, except that movable furniture, trade fixtures and attachments to the Leased Premises made by Lessee, except built-in fixtures, shall remain the property of Lessee and may be removed by Lessee subject to Lessee's restoration of any damage to the Leased Premises caused by any such removal and providing that Lessee has punctually fulfilled all obligations under this Lease. Lessee agrees that where floor covering has been glued, cemented or otherwise fastened to the floor, it is a part of the building and is the property of Lessor. Any signs that Lessee plans to place on any part of the Leased Premises that shall be visible from outside of the building must first be approved by Lessor in writing.

8. Use; assignment. Lessee will not use the Leased Premises or any part of them, or permit them to be used, for any purpose other than as a location for Lessee's business, a place for the application of vehicle wraps. Lessee's business shall be conducted entirely within the building on the Leased Premises and there shall be no outdoor storage or display of any merchandise associated with Lessee's business at the Leased Premises, including vehicles on which Lessee is working. Lessee shall use no mechanical equipment or conduct any activity on the Leased Premises that creates excessive traffic, noise, dust, odor or electrical disturbance beyond the confines of the Leased Premises. Neither Lessee nor any of Lessee's agents, employees, guests or invitees shall engage in any conduct prohibited or proscribed by any local, state or federal law and, further, Lessee agrees to indemnify and hold Lessor harmless from any loss, cost or damage including, without limitation, court costs and/or attorney's fees incurred by Lessor as a result of Lessee's violation of this covenant. No interest in this Lease shall, without Lessor's written consent, be assigned or otherwise disposed of voluntarily or by operation of law or otherwise, nor shall any part of the Leased Premises be sublet without Lessor's written consent.

9. Hazard Insurance. Lessor shall carry adequate hazard insurance to cover the Leased Premises and, in the event the Leased Premises are partially destroyed by fire or other casualty, irrespective of the cause, Lessor may, in its discretion, promptly rebuild or replace the damaged portion of the Leased Premises in as good condition as prior to such casualty in which case this

Lease shall remain in full force and effect, although Lessor agrees to abate the monthly rental due during such reconstruction until the Leased Premises are ready for Lessee to re-occupy. Should Lessor elect not to rebuild the Leased Premises after such casualty, then this Lease shall terminate and all parties shall be released from any further obligation hereunder.

10. Indemnity; insurance. Lessee shall indemnify and hold Lessor harmless against all claims, judgments and demands of any person or persons whomsoever on account of injuries or accidents occurring on the Leased Premises and resulting from the negligent acts or omissions of Lessee, his employees, agents, representatives, guests or invitees, or the breach of any obligation of Lessee as set out in this Lease. Lessee shall carry public liability insurance on the Leased Premises with limits of not less than \$500,000 for each person and \$1,000,000 for each occurrence, naming Lessor as an additional insured with certificates of such insurance to be furnished to Lessor annually and at such other times as Lessor may reasonably request.

11. Signs. Lessee shall be entitled to install and maintain signs on the Leased Premises at its sole expense, approved as to form and content by Lessor.

12. Notices. All notices required or options granted under this Lease shall be given or exercised in writing and shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested to Lessor at:

100 North Midwest Boulevard
Midwest City, Oklahoma 73110-4319
Attention: City Clerk

or to Lessee at:

2425 South Douglas Boulevard
Midwest City, Oklahoma 73130

Except as otherwise specifically provided to the contrary in this Lease, the effective date of such notice or option shall be the date that is stamped on the envelope by the United States Post Office and the parties to this Lease shall not refuse to accept delivery of any notices. Such refusal shall constitute receipt.

13. Default. In the event Lessee should default in payment of rent, or default by failing or refusing to perform any other action required under this Lease or by performing any action prohibited by this Lease, Lessor shall give Lessee written notice of such default either in person or by certified mail and Lessee shall have ten (10) days from the date of receiving such notice to correct the default. Should Lessee fail to correct such default within the ten (10) day period, Lessor may, at its option, in addition to all other rights available to Lessor under Oklahoma law, terminate this Lease.

14. Severability. All rights and liabilities herein given or imposed on either of the parties to this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Lease. Should any clause or provision of this Lease be invalid or void for any

reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have approved and executed this Lease.

CITY OF MIDWEST CITY, a municipal
corporation ("Lessor")

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney

MICHAEL SILSBY, a sole proprietor, dba
Silsby Media ("Lessee")

MICHAEL SILSBY



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: August 13, 2019

SUBJECT: Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.

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

Ryan Rushing, Information Technology Director



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

CPU				
INVENT #	MIS#	MANUFACTOR	SERIAL NUMBERS	
	821	General Dynamics 6000	ZZSJC1238ZZ0012	
	820	General Dynamics 6000	ZZSJC1209ZZ0019	
	848	General Dynamics 6000	ZZSJC1273ZZ0032	
	819	General Dynamics 6000	ZZSJC1209ZZ0023	
	834	General Dynamics 6000	ZZSJC1271ZZ0080	
	804	General Dynamics 6000	ZZSJC1131ZZ0024	
	686	General Dynamics 6000	ZZSJC0326ZZ0024	
	839	General Dynamics 6000	ZZSJC1271ZZ0081	
	822	General Dynamics 6000	ZZSJC1238ZZ0015	
	826	General Dynamics 6000	ZZSJC1238ZZ0013	
	875	General Dynamics 6000	ZZSJC1273ZZ0023	
	849	General Dynamics 6000	ZZSJC1273ZZ0010	
	845	General Dynamics 6000	ZZSJC1273ZZ0035	
	853	General Dynamics 6000	ZZSJC1273ZZ0034	
	808	General Dynamics 6000	ZZSJC1131ZZ0015	
	844	General Dynamics 6000	ZZSJC1273ZZ0037	
	833	General Dynamics 6000	ZZSJC1271ZZ0084	
	836	General Dynamics 6000	ZZSJC1271ZZ0083	
	859	General Dynamics 6000	ZZSJC1273ZZ0027	
	868	General Dynamics 6000	ZZSJC1273ZZ0030	
	847	General Dynamics 6000	ZZSJC1273ZZ0007	
	710	Dell Optiplex 780	HYS8FQ1	
	788	Dell Optiplex 390	1LYZ5V1	
	502	Dell Vostro 400	3JWBYP1	
	940	Optiplex 3010	6H169Y1	
	731	Optiplex 380	2VQ7KQ1	
	926	Optiplex 390	4GQ0JX1	
	630	Optiplex 390	87QMQ11	
MISCELLANEOUS				
Quantity	MIS #	Hardware Type	Serial Number	Department
1		HP Laserjet Pro 400	VND3205612	
1		HP Laserjet P1102W	VND3F53966	
1		HP Deskjet 6940	SG73A1107T	
1		HP LASERJET 4050	USBB320917	
1		HP LASERJET 4050	USCC131921	
1		HP LASERJET 4050	USEF012874	
1		HP LASERJET 4050	USBB349832	
1		HP LASERJET 4050	USQX096456	
1		HP LaserJet P2055dn Printer	VNB3S28467	Neighborhood Services
1		HP LaserJet P2055dn Printer	VNB3T05507	Community Development
1		HP Color LaserJet Pro M452dn	VNB3M62682	
2		Box of Miscellaneous		



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: August 13, 2019

SUBJECT: Discussion and consideration of approving the purchase of centralized storage equipment (SAN) and mobile computer terminals (MCT's) with Dell Inc. in an amount not to exceed \$298,813.26 and \$253,119.80, respectively, per state contract #SW1020D as a part of the Moving Midwest City Forward 2018 Public Safety Bond projects

As you may recall, the purchase of new centralized storage equipment and mobile computer terminals were on the project list as a part of the Moving Midwest City Forward 2018 Public Safety Bond. The prices offered are listed on state contract documents and the approval of this purchase will allow for the upgrade of the public safety infrastructure that stores body, in-car, and security footage, and provide for new mobile computer terminals for Police. For system integrity and security the individual components purchased are not being identified (or their individual prices as that would allow identification of the components off of the state contract pricing list).

This storage equipment was originally installed in 2012 and has been expanded upon with similarly aged equipment to improve capacity as needed. The equipment is aging and obsolete and is vital to the City's core business processes. Software upgrades are no longer available and it is being maintained from out of production parts obtained from secondhand marketplaces. Approval of this purchase will give us the ability to insure future feature and security enhancements and provide for a reliable pipeline of replacement parts. In addition, it will increase data transfer speeds and allow for increased expandability to accommodate any data intensive initiatives the City undertakes.

Staff recommends approval.

Ryan Rushing
Information Technology Director



State of Oklahoma
Office of Management and Enterprise
Services

Notice of Statewide Contract
Award

Contract Title: Computer Equipment, Peripherals & Related Services-Dell Marketing

Statewide Contract #: SW1020D

**Contract Issuance
Date:** 10/01/2015

**Total Number of
Suppliers:** 11

Contract Period: 10/01/2015-03/31/2016

Agreement Period: 10/01/2015-03/31/2020

Authorized Users: State Agencies, Boards, Commissions, Authorities, Counties, Cities, Schools, School Districts, Hospitals, Regents for Higher Education, Colleges, Universities, Municipalities, Political Subdivisions, or Interlocal Entities.

Type of Contract: Non-mandatory

OMES Contact: Kearstyn Murphy

Email: Kearstyn.Murphy@omes.ok.gov

Contract Intent:

Dell Marketing, LP was awarded participation in the program for Computer Equipment: Laptop and Tablets Including Related Peripherals & Related Services for NASPO ValuePoint Contract Number: MNWNC-108.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment

MASTER AGREEMENT

Dell Marketing, L.P.
Master Agreement No. MNWNC-108
Dell Master Agreement No:91AGY.

And

The State of Oklahoma
Participating State Contract Number:
Dell Contract Code WN26AGW
Oklahoma Contract No.: SW1020D

THIS PARTICIPATING ADDENDUM (this "Addendum") is entered into effective as of October 1, 2015 (the "Effective Date") by and between the State of Oklahoma by and through the Office of Management and Enterprise Services (the "State of Oklahoma" or Participating State/Entity") and Dell Marketing, L.P. ("Contractor"). The State of Oklahoma and Contractor are sometimes collectively referred to herein as the "Parties." Capitalized terms used but not defined herein have the meanings ascribed to such terms in that certain Master Agreement Award among the State of Minnesota ("Lead State"), Contractor, and those states entering into a Participating Addendum thereto (the "Master Agreement").

WHEREAS, the Master Agreement is further identified as Master Agreement No. MNWNC-108 and is effective April 1, 2015 through March 31, 2017 (the Effective Date through March 31, 2017, is referred to herein as the "Effective Period"), this Addendum will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless terminated pursuant to the terms of this addendum and MASTER AGREEMENT TERMS AND CONDITIONS WSCA-NASPO TERMS AND CONDITIONS, Section 6 Cancellation; and

WHEREAS, this Addendum is the State of Oklahoma's Participating Addendum contemplated by the Master Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Scope: This Addendum allows for the purchase of the following Computer Equipment/Services: Any and all Products and Services led by the Lead State along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that are authorized by that state's statutes to utilize state /entity contracts, and which receive prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement and the Master Agreement identifies the bands awarded to the Contractor: Band 1 – Desktop; Band 2 – Laptop; Band 3 – Tablet; Band 4 – Server and Band 5 – Storage as well as associated Third Party Products and Services (except wireless phone, internet service, cloud services and managed print services if and to the extent disallowed under the Master Agreement) and leasing of products provided the

Participating State and Contractor agree to additional provisions related to leasing. Hardware and software required to solely support wide area network operation and management and cellular phone equipment are additional products and services disallowed under the terms of the Master Agreement unless the Master Agreement is amended to include such products and services. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum, if applicable.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective state chief procurement official. Notwithstanding anything to the contrary in the Master Agreement, all issues of interpretation and eligibility for participation are solely within the authority of the state's chief procurement official.

3. Participating State's Modifications and Additions to the Master Agreement:

Master Agreement Terms and Conditions Section A. Master Agreement Terms and Conditions, Sub-section 15. Notice is hereby modified to add the following provision:

If a party is to give notice under the Participating Addendum, all notices shall be addressed as follows:

If sent to the State of Oklahoma:

Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

ISD Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 1. Administrative Fees is hereby modified to add the following provision:

For Oklahoma-based Purchasing Entities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. Dell agrees to provide this information in the same format as promulgated under the Master Agreement. "Contract Usage Report" shall include the following: (i) the applicable state contract number, (ii) report amount(s), (iii) reporting period covered, and (iv) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.

- b) Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.
- c) Must be submitted no later than the last day of the month following the end of each calendar quarter.
- d) Quarterly reporting periods shall be as follows"
 - January 01 through March 31, due April 30
 - April 01 through June 30, due July 31
 - July 01 through September 30, due October 31
 - October 01 through December 31, due January 31

All Contract Usage Reports shall be delivered to:

Email: strategic.sourcing@omes.ok.gov and absar@omes.ok.gov

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all sales transacted by any Purchasing Entity under the Participating Addendum (the "Oklahoma Admin Fee"). This fee amount will be adjusted to the Master Agreement pricing and not invoiced or charged to the Purchasing Entity.

Contractor shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum. Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to participating state agencies and authorized users.

Payment of the Oklahoma Admin Fee shall be made electronically to OMES at absar@omes.ok.gov within thirty (30) calendar days from the completion of the applicable quarterly reporting period set forth above. Contactor shall make good faith efforts to provide Participating State notice of Administrative Fee payment at or before transfer via Contract Usage Reports.

Contract Usage Report and notification of the Participating Administrative Fee will occur simultaneously, with the Report containing additional language providing that payment of the Participating Administrative Fee is being made at or shortly around the time of the Report. Contractor and Participating State will work together toward establishing preferable methods of payment notification to Oklahoma in the future,

To ensure payment is property accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s) paid, and (iii) the applicable quarterly reporting period.

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-Section 5. Assignment/Subcontract is hereby modified to add the following provision:

Contractor may not subcontract or delegate the performance of its obligations under this Agreement in whole or in part, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, without the prior written consent of Participating State (other than subcontractors retained by Contractor from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back

office services who will not have access to Buyer's confidential data other than billing and contact information). The applicable Purchasing Entity further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance or misconduct, or for other similar reasons. Contractor agrees to discuss any subcontractor issues promptly as they arise with the Purchasing Entity. Notwithstanding anything to the contrary herein, if Contractor utilizes subcontractors, Contractor shall remain responsible for its obligations under the terms of this Agreement.

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 6. Cancellation is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a Purchasing Entity issues an order and has accepted the products and/or services under such order, the Purchasing Entity shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 10. Delivery is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Contractor acknowledges and agrees that, pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the products and/or services purchased hereunder.

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 11. Force Majeure is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities as well as Contractor's obligations thereto, for the avoidance of doubt, the definition of force majeure shall not include, the following occurrences:

- a. Late delivery of equipment, supplies, or materials or any oversold condition of the market; or
- b. Inability of either the Contractor or approved subcontractor to acquire or maintain any required insurance, bond, license, or permit.

If any party is delayed by an event of force majeure, said party shall promptly provide written notice of the onset of such event to the other party. The party claiming delay and/or non-performance due to such event of force majeure shall use its best efforts to continue performance to the extent possible during such event and shall resume full performance as soon as reasonably practicable.

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 12. Governing Law is hereby modified to add the following provision:

With respect to Oklahoma-based transactions and Purchasing Entities, any claims, disputes, or litigation relating to or arising out of the Master Agreement, Purchasing Addendum, or any other document related thereto (collectively, the "Contract Documents"), singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

Venue for any action, claim, dispute, or litigation relating in any way to or arising out of the Contract Documents shall be in Oklahoma County, Oklahoma.

Notwithstanding anything to the contrary herein, the State of Oklahoma is solely responsible for rendering decisions in matters of interpretation on all terms and conditions in the Participating Addendum.

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 18 Laws and Regulations is hereby modified to add the following provision:

For Oklahoma-based transactions and Purchasing Entities, in connection with its performance of obligations under the terms of the Participating Addendum and this Master Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, that are, by their terms, expressly applicable to Contractor's delivery of products and/or services under the Participating Addendum and this Master Agreement and impose obligations upon Contractor in its role as an information technology products and services provider, including, but not limited to, the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Title VII of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and Executive Orders 11246 and 11375; and
- d) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93.

Without limiting the generality of the foregoing, the Contractor shall, at all times during the

Effective Period, be registered as a business entity licensed to do business in the State of Oklahoma, have obtained and shall maintain a sales tax permit in the State of Oklahoma, and shall be current on all franchise- and/or other business-tax payments to the State of Oklahoma, as applicable.

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 24 Payment is hereby modified to add the following provision:

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice; provided, however, Contractor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Contractor shall not constitute default hereunder nor entitle Contractor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

35. SOFTWARE LICENSE. NEGOTIATED. AMENDED

Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-section 2 Accessibility Standards is amended to add the following provision:

For Oklahoma-based Purchasing Entities, Contractor shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable to Contractor Vendor as the provider of information technology products and services under the Participating Addendum and this Master Agreement, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf. If products furnished by Contractor do not require additional development or customization, Contractor shall, upon request, but not later than thirty (30) calendar days after the State of Oklahoma's request, provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, the Vendor shall provide a VPAT describing such compliance without additional request by the applicable Purchasing Entity. In such case, additional requirements and documentation may be required and compliance therewith shall be required of Contractor Vendor. Such requirements may be stated in appropriate documents, including, but not limited to, state bids, requests for proposals, statements of work, riders, agreements, purchase orders and amendments. Accordingly, in each statement of work or similar document issued pursuant to this Purchasing Addendum, Contractor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

Contractor acknowledges and agrees that all representations contained in the VPAT provided by the Contractor will be relied upon by the Purchasing Entity for accessibility-compliance purposes.

Master Agreement Terms and Conditions Section C., Minnesota Terms and Conditions, Sub-section 13, Foreign Outsourcing of Work is hereby modified to add the following

provision:

With respect to Oklahoma-based Purchasing Entities, Contractor shall not store, access, nor process outside of the United States of America any data belonging to any such Purchasing Entity without the prior written approval of the Participating State/Entity, which approval may be given or withheld at the sole and absolute discretion of the Participating State/Entity. This section shall not prohibit Contractor from providing Order related administration and/ or support services available from its global locations outside of the United States.

Master Agreement Terms and Conditions Section C., Minnesota Terms and Conditions, Sub-section 17, Indemnification is hereby replaced with the following provisions:

For Oklahoma-based Purchasing Entities, Contractor shall indemnify, protect, save and hold harmless the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Purchasing Entity arising from the negligence or willful misconduct in the performance of the Master Agreement by the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the Lead State's and the Purchasing Entity's failure to fulfill its obligations pursuant to the Master Agreement.

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT CONTRACTOR PROVIDES SUCH INDEMNITY UNDER THIS MASTER AGREEMENT.

B. Limitation of Liability

EXCEPT FOR INFRINGEMENT/MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR AS OTHERWISE SET FORTH IN ANY APPLICABLE SCHEDULES, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR

CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

AS APPLICABLE UNDER OKLAHOMA LAW AND AS IT RELATES TO THIS PARTICIPATING ADDENDUM, NO DIRECT OR INDIRECT LIMITATION OF LIABILITY, TO EXEMPT ONE FROM RESPONSIBILITY FOR HIS OWN FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER OR VIOLATION OF LAW, WHETHER WILLFUL OR NEGLIGENT SHALL APPLY.

CONTRACTOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF 12 MONTHS TRAILING CONTRACT REVENUE UNDER THIS PARTICIPATING ADDENDUM.

THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE LIMITATION OF LIABILITY PROVISION ARE AN AGREED-UPON ALLOCATION OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACTOR'S SALE OF PRODUCTS, SOFTWARE, OR SERVICES TO PURCHASING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-section 19 Jurisdiction and Venue is hereby modified to replace references to "Minnesota" with "Oklahoma" and "Ramsey County" with "Oklahoma County".

Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-section 33 State Audits is hereby modified to add the following provision:

For Oklahoma-based Purchasing Entities, as used in this clause, "records" includes invoices, statements of work, purchase order records, and such other relevant documents, regardless of whether such items are in written form, in the form of computer data, or in any other form. By accepting any purchase order from any Purchasing Entity hereunder, Contractor acknowledges and agrees that any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of the Participating Addendum and this Master Agreement.

Contractor is required to retain records relative to the Participating Addendum and this Master Agreement for the duration of the Effective Period and for a period of seven (7) years following completion and/or termination of this Participating Addendum. If an audit, litigation, or other action involving such records is started before the end of such seven-year period, the records are required to be maintained for two (2) years from the date that all issues relating to or arising out of the action are resolved, or until the end of such seven (7) year retention period, whichever is later.

Master Agreement Terms and Conditions Exhibit G. Definitions is hereby modified to add the following paragraph to the end of the definition of "Purchasing Entity":

With respect to the State of Oklahoma, the defined term "Purchasing Entity" shall include the State of Oklahoma and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

4. **Primary Contacts:** The primary contact individuals for this Addendum are as follows (or their named successors):

Contractor

Participating Addendum Contact

Name	David White
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-725-3702
Fax	512-283-9092
E-mail	David_F_White@Dell.com

Master Agreement Contact

Name	Diane Wigington
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, TX 78682
Telephone	512-728-4808
Fax	512-283-9092
E-mail	Diane_Wigington@dell.com

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Participating Entity

Name	IT Statewide Initiatives Lead
Address	5005 N. Lincoln Blvd. Ste. 200, Oklahoma City, OK 73106
Telephone	405-521-4772
Fax	
E-mail	purchasing@omes.ok.gov

5. **Partner Utilization:** Each state represented by NASPO ValuePoint participating in the Master Agreement independently has the option of utilizing partners as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. Only partners approved by this Participating State/Entity may be deployed. The Participating State/Entity will define the process to add and remove partners and may define the partner's role in this Participating Addendum. The partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Nothing contained in this section is intended to apply to subcontractor provisions contained within this agreement.

a. Contractor-authorized Resellers

1. Contractor authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. Contractor-authorized Agents

1. Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.

2. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

6. **Terms.** The Participating State/Entity agrees to the terms and conditions of the Master Agreement only to the extent the terms are not in conflict with this Addendum, applicable law, or both

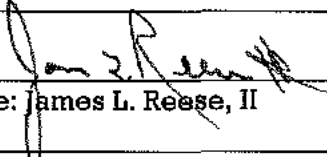
7. **Orders:** Any order placed by Participating State/Entity or any Purchasing Entity for a product and/or service available through the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. Use of a Purchasing-card is at time of order placement only, and not permitted for payment of invoices by Contractor. Additional fees, including up to a 15% restocking fee, may apply. All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum should include the Participating Addendum number: WN26AGW and the Master Agreement number MNWNC-108 on the order. Failure to include such Addendum and Agreement numbers may cause delays in accurate Contract Usage Reports and corresponding Oklahoma Admin Fees.

8. **Leasing:** The Parties acknowledge and agree that (i) the Master Agreement provides that Participating State/Entity may enter into lease agreements if it has the authority to do so; and (ii) Participating State/Entity reserves the right, but has no obligation, to lease equipment under this Addendum and the Master Agreement upon terms and conditions mutually acceptable to the Parties. If this Participating Addendum does not contain lease terms and conditions, Participating State or eligible customer under this Participating Addendum who is authorized to enter into lease agreements under applicable law may do so under a separate lease agreement for hardware, software and services obtained under this Master Agreement with DFS. Any assignment by Participating State of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by Contractor, and in no case shall any such approval excuse Participating State from its obligations hereunder.

9. **Counterparts:** This Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Addendum. Delivery of an executed counterpart of this Addendum by electronic means, including without limitation, by facsimile transaction or by electronic delivery in portable document format (".pdf") or tagged image file format (".tiff"), shall be equally effective as delivery of a manually executed counterpart thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By: 	By: Dell Marketing L.P
Name: James L. Reese, II	Name: Jarren Wenderlein Sternburg
Title: Chief Information Officer	Title: Sr. Contract Manager
Date: 10-7-15	Date:


For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By: Dell Marketing L.P
Name: James L. Reese, II	Name: Jarren Wenderlein Sternburg 
Title: Chief Information Officer	Title: Sr. Contract Manager
Date:	Date: 10/7/2015

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
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[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

First Amendment to
MASTER LEASE AGREEMENT
(Oklahoma)

Between State of Oklahoma by and through the Office of Management and Enterprise Services
And Dell Financial Services, L.L.C. ("Lessor")

This First Amendment to Master Lease Agreement between State of Oklahoma by and through the Office of Management and Enterprise Services ("OMES") and Dell Financial Services, L.L.C. ("Lessor") is made this 30 day of March, 2018, between OMES and Lessor. This First Amendment supplements and amends the Master Lease Agreement with Lessor entered into between the parties effective May 19, 2017, attached as Exhibit 1, including all supplements and amendments thereto ("MLA"). Unless otherwise indicated herein, capitalized terms used in this First Amendment without definition shall have the respective meanings specified in the MLA.

For good and valuable consideration, the parties agree as follows:

1. The purpose of this First Amendment is to expand the scope of Equipment to include the Products and any related Services as described on a Schedule and any associated items therewith, including, but not limited to all parts, replacements, additions, repairs and attachments incorporated therein and/or affixed thereto, all document (technical and/or user manages), operating system and application software as needed, as allows by and procured pursuant to the Participation Addendum (Oklahoma Contract No. ITSW 1020E), effective December 16, 2015, between Dell EMC Corporation, formerly EMC Corporation, and the State of Oklahoma by and through the Office of Management and Enterprise Services and referring MCWNC-109, collectively known as the Dell EMC Contract. References in the MLA to "Contract" when ITSW1020E Equipment is being leased shall be replaced with Dell EMC Contract. For the avoidance of doubt, Dell EMC Corporation Equipment leased shall be procured through ITSW10020E.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Amendment and to bind their respective Party thereto.

State of Oklahoma by and through OMES: LESSOR:



Authorized Signature

James L. Reese, II

Printed Name

Authorized Signature

Printed Name

Chief Information Officer

Title

4-13-18

Date

Title

Date

**MASTER LEASE AGREEMENT
(Oklahoma)**

**Between State Of Oklahoma by and through the Office of Management and
Enterprise Services**

And Dell Financial Services, L.L.C. ("Lessor")

Dated May 19, 2017

1. Scope.

This Master Lease Agreement (this "Agreement" or "MLA"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Lease Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee under the terms of this MLA. The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA by Lessee, which shall be either the State of Oklahoma by and through the Office of Management and Enterprise Services or an Oklahoma Affiliate as defined by Section 20(a) of this Agreement. The Lessee has made an independent legal and management determination to enter into this MLA and each Schedule. The state of Oklahoma by and through the Office of Management and Enterprise Services ("OMES") has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within an amendment to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all document (technical and/or user manuals), operating system and application software as needed, as allowed by and procured pursuant to Participating Addendum (Oklahoma Contract No. ITSW 1020D), effective October 1, 2015, between Dell Marketing, L.P. and the State of Oklahoma by and through the Office of Management and Enterprise Services and referencing MNWNC-108, collectively known as the "Contract".

Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by Lessee and Lessor.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the MLA, the Schedule, the Acceptance Certificate, Opinion of Counsel (only required in connection with a Schedule in

excess of \$500,000.00), and any other documentation as may be required by the Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the Effective Date above and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either the State of Oklahoma or Lessor exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed under this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

- (a) For requests involving the leasing of Equipment, Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within Section 4 of the Contract or the price as agreed upon by Lessee and Lessor. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.
- (b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee or other applicable regulatory authority as defined within Section 5 of the Contract.
- (c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR-SDD-1951 on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.

(d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is \$3,000 and the Scheduled Commencement date is the 15th of the month, a payment of \$1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be applied to the next scheduled Rent Payment due under the applicable Schedule, or if prohibited by law, the Lessor shall return the excess funds directly to Lessee. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8 of the Contract in making payments to the Lessor. Any sum received by the Lessor later than allowed by applicable Oklahoma law will bear interest in accordance with such applicable law. To the extent allowed by applicable law, late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein or in a Schedule, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

- (a) This paragraph applies only to Lessees designated as state agencies or other governmental entities authorized by Oklahoma law to utilize contracts awarded by the State of Oklahoma.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated or received from an intended third party funding source to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall provide Lessor written notice within a reasonable time after which the Lessee has knowledge of such insufficiency and confirm the Schedule will be so terminated prior to the end of its current Fiscal Period. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor hereby assigns, to the extent they are assignable, to the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

- (a) Except as provided otherwise in a Schedule, all transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.
- (b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is

acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.

- (c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessor agrees that state agencies of Oklahoma may obtain internal maintenance services in lieu of a third party maintenance agreement, so long as any such maintenance service does not void the Equipment manufacturer's or supplier's warranty. Except as provided otherwise in a Schedule, Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Oklahoma without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

- (a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together with all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.
- (b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, except as provided otherwise in a Schedule, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair and working order, with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Except as provided otherwise in a Schedule, Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Except as provided otherwise in a Schedule, Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF,

UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR, TO THE EXTENT SUCH AMOUNTS ARE NOT PAID TO LESSOR AS INSURANCE PROCEEDS. Notwithstanding the foregoing, Lessor shall have the right, with due process of law, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Oklahoma, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 22 of the MLA) has not occurred and remains uncured after any applicable cure period.

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Except as provided under Section 7, Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

- (a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma, Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.
- (b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma, Lessee assumes all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma, Lessee agrees to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.
- (c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment to the extent permitted by applicable law. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment. Lessee's obligations herein do not apply to any claim of ownership asserted against or through Lessor.

18. Risk of Loss.

Commencing upon delivery of the Equipment and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever; provided, such loss or damage shall be covered by insurance Lessor includes in the Rent amount. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if

any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule to the extent such amounts are not paid to Lessor as insurance proceeds. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

Lessor shall insure the Equipment. The cost to insure the Equipment shall be included in the Rent. With respect to insurance of the Equipment, (i) Lessor shall be responsible for its liability and shall not look to Lessee for recovery of any kind and (ii) Lessee shall be responsible for its liability as required under the Oklahoma Governmental Tort Claims Act and shall not look to Lessor for recovery of any kind.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel (only required in connection with a Schedule in excess of \$500,000.00) to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

- (a) Lessee is either the State of Oklahoma by and through the Office of Management and Enterprise Services or an Oklahoma Affiliate. "Affiliate" means any governmental entity specified as a political subdivision of the state of Oklahoma pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee department or other entity designated to act in behalf of the political subdivision; a state county or local governmental entity in its state of origin; and entities authorized to utilize contracts awarded by the state of Oklahoma via a multistate or multi-governmental contract. Lessee has made an independent legal and management determination to enter into this transaction;
- (b) This MLA and each Schedule executed by Lessee has been duly or will be, as applicable, authorized, executed and delivered by Lessee and constitutes or will constitute, as applicable, a valid, legal and binding agreement of Lessee, enforceable with respect to the obligations of Lessee herein or therein, as applicable, in accordance with its terms and reflects or will reflect, as applicable, the terms previously approved by OMES as part of the Contract;

- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee under this MLA or any Schedule, as applicable, between Lessor and Lessee;
- (d) The entering into and performance under this MLA or any Schedule between Lessor and Lessee will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;
- (e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule, as applicable, between Lessor and Lessee;
- (f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and
- (g) Lessee represents and warrants that (i) It has or will have, as applicable, authority to enter into this MLA and any Schedule under this MLA, (ii) the person executing the MLA has been duly authorized to execute the MLA on Lessee's behalf, (iii) all information supplied to Lessor is true and correct to the best of its knowledge and belief, including all credit and financial information and (iv) subject to the provisions of Section 7 above, it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representations and Warranties of Lessor.

Lessor represents and warrants for the benefit of Lessee and its assigns as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

- (a) Lessor is and shall remain an entity authorized and validly existing under the laws of its state of organization which is authorized to do business in Oklahoma, and is not in default as to taxes owed to the State of Oklahoma or any of its political subdivisions;
- (b) The MLA and each Schedule executed in conjunction to this MLA has been or will be, as applicable, duly authorized, executed and delivered by Lessor and constitutes or will constitute, as applicable, a valid, legal and binding agreement of Lessor, enforceable with respect to the obligations of Lessor herein or therein, as applicable, in accordance with its terms and reflects or will reflect, as applicable, the terms previously approved as part of the Contract;

- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule, as applicable;
- (d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound;
- (e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule, as applicable; and
- (f) Lessor represents and warrants that the person executing the MLA has been duly authorized to execute the MLA on Lessor's behalf.

22. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable the latter of its due date or the date by which such sum is payable pursuant to applicable law; (c) failure by Lessee to perform or observe any other material term, covenant or condition of this MLA, the Schedule, or any applicable software license agreement, which is not cured within ten (10) business days after receipt of notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, the Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being untrue when made. The parties agree to use ever increasing levels of executive escalation within their respective organizations to cure any breach based on (g) above prior to such event being declared an Event of Default.

23. Remedies.

- (a) Upon the occurrence of an uncured "Event of Default" and as long as such Event of Default is continuing, Lessor may, in its sole discretion, do any one or more of the following provided, however, that Lessor may not recover value in excess of amounts as allowed under the terms of the Schedule and by applicable law: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate the Schedule under which Lessor claims default of Lessee; (ii) without Lessee waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Oklahoma, Lessor may proceed by appropriate court action to enforce the

performance of the terms of the Schedule and/or recover damages; (iii) whether or not the Schedule is terminated, upon notice to Lessee and with due process of law, take possession of the Equipment wherever located, and for such purposes Lessee, to the extent authorized by Oklahoma law, hereby authorizes Lessor, its assigns or the agents of either to cause Lessee to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and not as a penalty, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, to the extent the Lessor does not take possession, with due process of law, of the Equipment or the Equipment is not returned to Lessor, the present value of the estimated in-place fair market value of the Equipment as defined in Section 13 of MLA at the end of the Schedule Term as reasonably determined by Lessor, each discounted at the like-term Treasury Bill rate; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and the state of Oklahoma waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Oklahoma, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

(b) Upon return or repossession, with due process of law, of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the unpaid Rent and reasonable damages incurred by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Without Lessee waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Oklahoma, "Net Proceeds" shall be the proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be paid to Lessee.

(c) No termination, repossession with due process of law or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

24. Notices and Waivers.

All notices relating to this MLA shall be delivered to the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. Lessee and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and each corresponding Schedule agreed to in conjunction herewith are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Event of Default shall not be a waiver of any other or subsequent Event of Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor or Lessee, as applicable. No failure to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

25. Assignment by Lessor; Assignment or Sublease by Lessee.

- (a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule, but not Lessor's obligations; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and Lessee understands and agrees that Lessor's assigns may each do the same (hereunder collectively "Assignments"). If such assignment changes the party to whom Rent Payments are due herein, then Lessor shall provide Lessee notice of all such Assignments to the following addresses, and such Assignments shall be subject to Lessee rights under the MLA and corresponding Schedule(s):
- (b)

If sent to the state of Oklahoma:

Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

ISD Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105.

Lessee hereby consents to such Assignments and agrees to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested and necessary pursuant to applicable Oklahoma law to effect such Assignment. Lessee acknowledges that the assigns do not assume Lessor's obligations hereunder and agrees to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for its performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon

any such Assignment, all references to Lessor, shall also include all such assigns, whether specific reference thereto is otherwise made herein.

- (c) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. IF LESSEE IS A STATE AGENCY, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF OKLAHOMA, LESSEE AGREES THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER.** Without the prior written consent of Lessor, the Lessee shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, where Lessee is a state agency, no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information as required by and satisfactory to Lessor: (a) Certificate of Acceptance for accepted goods to be on lease with Lessor; (b) Opinion of Counsel (only required in connection with a Schedule in excess of \$500,000.00); (c) financial statements or other financial information in lieu thereof as agreed to by Lessor's credit department in its sole judgment; (d) Incumbency Certificate; and (e) other mutually agreed documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives, with respect to Lessor, the following rights and remedies conferred upon Lessee by Article 2A of the UCC: to (i) cancel any Schedule under the MLA; (ii) repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or

lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time. This waiver of UCC rights does not include Lessee's right to terminate a lease subject to a non-appropriation of funds, pursuant to Section 7 above.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the UCC. Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

- (a) Jurisdiction. THE MLA AND EACH SCHEDULE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA. In the event of a dispute between the parties, suit may be brought in Oklahoma County, Oklahoma or in the case of an Affiliate Lessee, in the federal or state courts where Lessee has its principal office or where the Equipment is located.
- (b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.
- (c) Intentionally left blank.
- (d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

- (e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA, including the Contract and in each Schedule to which Lessor and Lessee are signatory parties. Lessor and Lessee further acknowledge that this MLA, including the Contract, and each Schedule to which Lessor and Lessee are signatory parties contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. Lessee and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MLA may be amended only by written instrument executed by Lessor and Lessee. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.
- (f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.
- (g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.
- (h) Lessor Certifications. Lessor certifies that:
 - (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this MLA and/or any Schedules executed hereunder;
 - (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Oklahoma and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;
 - (iii) neither it , nor anyone acting for it, has violated the antitrust laws of the United States or the State of Oklahoma, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
 - (iv) it has not received payment from the state of Oklahoma, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;
 - (v) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the MLA;

- (vi) Neither it nor its affiliates are suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration;
- (vii) Neither it nor its affiliates, as of the effective date of the MLA, are listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (viii) to the extent applicable to the scope of this MLA, Lessor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
- (ix) That it will comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to being registered as a business entity licensed to do business in the State, have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable;
- (x) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

During the term of the MLA, Lessor shall, for itself and on behalf of its subcontractors, promptly disclose to the state of Oklahoma all changes that occur to the foregoing certifications, representations and warranties. Lessor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties

- (i) Sovereign Immunity. Nothing herein shall be construed to waive the sovereign immunity of the state of Oklahoma.

31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and Lessee.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

State of Oklahoma by and through the Office of Management and Enterprise Services

"Lessee"

BY: 

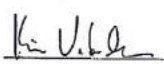
NAME: James L. Reese, II

TITLE: Chief Information Officer

6-28-17

DELL FINANCIAL SERVICES, L.L.C.,

"Lessor"

BY: 

NAME: Kim Vodicka, Executive Director

TITLE: _____

Second Amendment to
MASTER LEASE AGREEMENT
(Oklahoma)

Between State of Oklahoma by and through the Office of Management and Enterprise Services
And Dell Financial Services, L.L.C. (“Lessor”)

This Second Amendment to Master Lease Agreement between State of Oklahoma by and through the Office of Management and Enterprise Services (“OMES”) and Dell Financial Services, L.L.C. (“Lessor”) is made this 22 day of February, 2019, between OMES and Lessor. This Second Amendment supplements and amends the Master Lease Agreement with Lessor entered into between the parties effective May 19, 2017, attached as Exhibit 1, including all supplements and amendments thereto (“MLA”). Unless otherwise indicated herein, capitalized terms used in this Second Amendment without definition shall have the respective meanings specified in the MLA.

Master Lease Agreement, Section 1. Scope, as amended by Amendment 1, is deleted in its entirety and replaced with the following:

This Master Lease Agreement (this “Agreement” or “MLA”), effective as of the Effective Date set forth above, is between the Lessor and State of Oklahoma by and through the Office of Management and Enterprise services. Capitalized terms have the meaning set forth in this Agreement.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Lease Schedule (“Schedule”), which is a separate agreement executed from time to time by Lessor and Lessee under the terms of this MLA. The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA by Lessee, which shall be any Oklahoma State Entity or an Oklahoma Affiliate as defined by Section 20(a) of this Agreement. The Lessee has made an independent legal and management determination to enter into this MLA and each Schedule. The State of Oklahoma by and through the Office of Management and Enterprise Services (“OMES”) has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such term shall be developed by the Lessor and Lessee and stated within an amendment to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term “Equipment” shall refer to the Products and any related Services as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all document (technical and/or user manuals), operating system and application software as needed, as allowed by and procured pursuant to Participating Addendum (Oklahoma Contract No. ITSW 1020D), effective October 1, 2015, between Dell Marketing, L.P. and the State of Oklahoma by and through the Office of Management and Enterprise Services and referencing MNWNC-108, or Participating Addendum (Oklahoma Contract No. ITSW 1020E), effective December 16, 2015, between Dell EMC Corporation, formerly EMC Corporation, and the State of Oklahoma by and through the Office of

Management and Enterprise Services and referring MCWNC-109, collectively known as the “Contract”. For the avoidance of doubt, Dell EMC Corporation Equipment leased shall be procurement through ITSW 1020E.

Any reference to “MLA” shall mean this Agreement, including the Opinion of Counsel, and any riders, amendment and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by Lessee and Lessor.

As to conditions precedent to Lessor’s obligations to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as this MLA, the Schedule, the Acceptance Certificate, Opinion of Counsel (only required in connection with a Schedule in excess of \$500,000), and any other documentation as may be required by the Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee’s financial condition except as provided for within Section 7 of this MLA.

Master Lease Agreement, Section 2. Term is deleted in its entirety and replaced with the following:

The term of this MLA shall commence of the Effective Date above and shall continue until (i) the obligations of Lessee under every Schedule are fully discharges, (ii) the full and final expiration date of the Contract, or (iii) either the State of Oklahoma or Lessor exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

Master Lease Agreement, Section 4.(a). Administration is deleted in its entirety and replaced with the following:

For requested involving the leasing of Equipment, Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within Section 4 of the Contract or the price as agreed upon by Lessee and Lessor. Lessor shall submit the lease proposal and al other applicable documents directly the potential Lessee and Negotiate the Schedule terms direction with the potential Lessee. Lessor and Lessee shall use the negotiated templates for the Public Secretary/Clerk Certificate, Opinion of Counsel and True Lease Schedule templates negotiated by Lessor and OMES. Any material deviation from the negotiated templates requires written approval from both Lessor and OMES.

Master Lease Agreement, Section 4.(c). Administration is deleted in its entirety and replaced with the following:

Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Scheduled to Lessor for the Equipment and reference said Contract number ITSW 1020D for Dell Marketing, L.P. leased Equipment or ITSW 1020E

for Dell EMC Corporation leased Equipment on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Scheduled terms and conditions shall control in all respects.

Master Lease Agreement, Section 8. Selection of Equipment is deleted in its entirety and replaced with the following:

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor hereby assigns, to the extent they are assignable, to the Lessee, without resource to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee shall contact the supplying manufacturer to list the Office of Management and Enterprise Services, not Lessee, as owner of the warranty. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

Master Lease Agreement, Section 15. Warranties is deleted in its entirety and replaced with the following:

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee shall contact the supplying manufacturer to list the Office of Management and Enterprise Services as the owner of Lessee's warranty. The Office of Management and Enterprise Services, on behalf of Lessee, shall pursue any warranty claim directly against such manufacturer of the Equipment and neither Lessee nor the Office of Management and Enterprise Services shall pursue any such claim against Lessor. Except as provided under Section 7, Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

Master Lease Agreement, Section 20.a. Warranties is deleted in its entirety and replaced with the following:

Lessee is either a State Entity or an Oklahoma Affiliate. "State Entity" any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State of Oklahoma government. "Affiliate" means any

governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state county or local governmental entity in its state of origin; and entities authorized to utilize contract awarded by the State of Oklahoma via a multistate or multi-governmental contract. Lessee has made an independent legal and management determination to enter into this transaction;

Master Lease Agreement, Section 25.b. Assignment by Lessor; Assignment or Sublease by Lessee is deleted in its entirety and replaced with the following:

If sent to the State of Oklahoma in connection with the MLA:

Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

ISD Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

If sent to Lessee in connection with a Schedule:

The address set forth on the purchase order, Schedule or as otherwise identified in writing by the Lessee.

Lessee hereby consents to such Assignments and agrees to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested and necessary pursuant to applicable Oklahoma law to effect such Assignment. Lessee acknowledges that the assigned to not assume Lessor's obligations hereunder and agrees to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for its performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor, shall also include all such assigns, whether specific reference thereto is otherwise made here.

Master Lease Agreement, Section 30.e. Miscellaneous is deleted in its entirety and replaced with the following:

Entre Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in the MLA, including the Contract and in each Schedule to which Lessor and Lessee are signatory parties. Lessor and Lessee further acknowledge that this MLA, including the Contract, and each Schedule to which Lessor and Lessee are signatory parties contain the entire agreement between Lessor and Lessee and supersede all previous discussions and terms and conditions of any purchase order

issued by Lessee, order acknowledgement and other forms issued by Lessor, and the lie. Lessee and Lessor acknowledge that there are no agreements or understanding, written or oral, between them other than as set forth in this MLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MLA may be amended only by written instrument executed by Lessor and OMES. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Master Lease Agreement, Section 31. Miscellaneous is deleted in its entirety and replaced with the following:

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and OMES.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Amendment and to bind their respective Party thereto.

State of Oklahoma by and through OMES: LESSOR:



Authorized Signature

James L. Reese, I

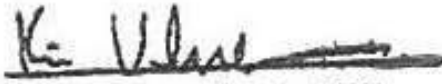
Printed Name

Chief Information Officer

Title

3-11-19

Date



Kim Vodicka, Vice President

Title
REVIEWED
By Janice_Reed at 9:49 am, Mar 14, 2019

Date

**MASTER LEASE AGREEMENT
(Oklahoma)**

**Between State Of Oklahoma by and through the Office of Management and
Enterprise Services**

And Dell Financial Services, L.L.C. ("Lessor")

Dated May 19, 2017

1. Scope.

This Master Lease Agreement (this "Agreement" or "MLA"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Lease Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee under the terms of this MLA. The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA by Lessee, which shall be either the State of Oklahoma by and through the Office of Management and Enterprise Services or an Oklahoma Affiliate as defined by Section 20(a) of this Agreement. The Lessee has made an independent legal and management determination to enter into this MLA and each Schedule. The state of Oklahoma by and through the Office of Management and Enterprise Services ("OMES") has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within an amendment to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all document (technical and/or user manuals), operating system and application software as needed, as allowed by and procured pursuant to Participating Addendum (Oklahoma Contract No. ITSW 1020D), effective October 1, 2015, between Dell Marketing, L.P. and the State of Oklahoma by and through the Office of Management and Enterprise Services and referencing MNWNC-108, collectively known as the "Contract".

Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by Lessee and Lessor.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the MLA, the Schedule, the Acceptance Certificate, Opinion of Counsel (only required in connection with a Schedule in

excess of \$500,000.00), and any other documentation as may be required by the Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the Effective Date above and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either the State of Oklahoma or Lessor exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed under this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

- (a) For requests involving the leasing of Equipment, Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within Section 4 of the Contract or the price as agreed upon by Lessee and Lessor. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.
- (b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee or other applicable regulatory authority as defined within Section 5 of the Contract.
- (c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR-SDD-1951 on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.

(d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is \$3,000 and the Scheduled Commencement date is the 15th of the month, a payment of \$1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be applied to the next scheduled Rent Payment due under the applicable Schedule, or if prohibited by law, the Lessor shall return the excess funds directly to Lessee. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8 of the Contract in making payments to the Lessor. Any sum received by the Lessor later than allowed by applicable Oklahoma law will bear interest in accordance with such applicable law. To the extent allowed by applicable law, late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein or in a Schedule, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

- (a) This paragraph applies only to Lessees designated as state agencies or other governmental entities authorized by Oklahoma law to utilize contracts awarded by the State of Oklahoma.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated or received from an intended third party funding source to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall provide Lessor written notice within a reasonable time after which the Lessee has knowledge of such insufficiency and confirm the Schedule will be so terminated prior to the end of its current Fiscal Period. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor hereby assigns, to the extent they are assignable, to the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

- (a) Except as provided otherwise in a Schedule, all transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.
- (b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is

acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.

- (c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessor agrees that state agencies of Oklahoma may obtain internal maintenance services in lieu of a third party maintenance agreement, so long as any such maintenance service does not void the Equipment manufacturer's or supplier's warranty. Except as provided otherwise in a Schedule, Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Oklahoma without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

- (a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together with all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.
- (b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, except as provided otherwise in a Schedule, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair and working order, with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Except as provided otherwise in a Schedule, Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Except as provided otherwise in a Schedule, Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF,

UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR, TO THE EXTENT SUCH AMOUNTS ARE NOT PAID TO LESSOR AS INSURANCE PROCEEDS. Notwithstanding the foregoing, Lessor shall have the right, with due process of law, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Oklahoma, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 22 of the MLA) has not occurred and remains uncured after any applicable cure period.

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Except as provided under Section 7, Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

- (a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma, Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.
- (b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma, Lessee assumes all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma, Lessee agrees to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.
- (c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment to the extent permitted by applicable law. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment. Lessee's obligations herein do not apply to any claim of ownership asserted against or through Lessor.

18. Risk of Loss.

Commencing upon delivery of the Equipment and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever; provided, such loss or damage shall be covered by insurance Lessor includes in the Rent amount. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if

any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule to the extent such amounts are not paid to Lessor as insurance proceeds. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

Lessor shall insure the Equipment. The cost to insure the Equipment shall be included in the Rent. With respect to insurance of the Equipment, (i) Lessor shall be responsible for its liability and shall not look to Lessee for recovery of any kind and (ii) Lessee shall be responsible for its liability as required under the Oklahoma Governmental Tort Claims Act and shall not look to Lessor for recovery of any kind.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel (only required in connection with a Schedule in excess of \$500,000.00) to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

- (a) Lessee is either the State of Oklahoma by and through the Office of Management and Enterprise Services or an Oklahoma Affiliate. "Affiliate" means any governmental entity specified as a political subdivision of the state of Oklahoma pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee department or other entity designated to act in behalf of the political subdivision; a state county or local governmental entity in its state of origin; and entities authorized to utilize contracts awarded by the state of Oklahoma via a multistate or multi-governmental contract. Lessee has made an independent legal and management determination to enter into this transaction;
- (b) This MLA and each Schedule executed by Lessee has been duly or will be, as applicable, authorized, executed and delivered by Lessee and constitutes or will constitute, as applicable, a valid, legal and binding agreement of Lessee, enforceable with respect to the obligations of Lessee herein or therein, as applicable, in accordance with its terms and reflects or will reflect, as applicable, the terms previously approved by OMES as part of the Contract;

- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee under this MLA or any Schedule, as applicable, between Lessor and Lessee;
- (d) The entering into and performance under this MLA or any Schedule between Lessor and Lessee will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;
- (e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule, as applicable, between Lessor and Lessee;
- (f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and
- (g) Lessee represents and warrants that (i) It has or will have, as applicable, authority to enter into this MLA and any Schedule under this MLA, (ii) the person executing the MLA has been duly authorized to execute the MLA on Lessee's behalf, (iii) all information supplied to Lessor is true and correct to the best of its knowledge and belief, including all credit and financial information and (iv) subject to the provisions of Section 7 above, it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representations and Warranties of Lessor.

Lessor represents and warrants for the benefit of Lessee and its assigns as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

- (a) Lessor is and shall remain an entity authorized and validly existing under the laws of its state of organization which is authorized to do business in Oklahoma, and is not in default as to taxes owed to the State of Oklahoma or any of its political subdivisions;
- (b) The MLA and each Schedule executed in conjunction to this MLA has been or will be, as applicable, duly authorized, executed and delivered by Lessor and constitutes or will constitute, as applicable, a valid, legal and binding agreement of Lessor, enforceable with respect to the obligations of Lessor herein or therein, as applicable, in accordance with its terms and reflects or will reflect, as applicable, the terms previously approved as part of the Contract;

- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule, as applicable;
- (d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound;
- (e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule, as applicable; and
- (f) Lessor represents and warrants that the person executing the MLA has been duly authorized to execute the MLA on Lessor's behalf.

22. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable the latter of its due date or the date by which such sum is payable pursuant to applicable law; (c) failure by Lessee to perform or observe any other material term, covenant or condition of this MLA, the Schedule, or any applicable software license agreement, which is not cured within ten (10) business days after receipt of notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, the Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being untrue when made. The parties agree to use ever increasing levels of executive escalation within their respective organizations to cure any breach based on (g) above prior to such event being declared an Event of Default.

23. Remedies.

- (a) Upon the occurrence of an uncured "Event of Default" and as long as such Event of Default is continuing, Lessor may, in its sole discretion, do any one or more of the following provided, however, that Lessor may not recover value in excess of amounts as allowed under the terms of the Schedule and by applicable law: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate the Schedule under which Lessor claims default of Lessee; (ii) without Lessee waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Oklahoma, Lessor may proceed by appropriate court action to enforce the

performance of the terms of the Schedule and/or recover damages; (iii) whether or not the Schedule is terminated, upon notice to Lessee and with due process of law, take possession of the Equipment wherever located, and for such purposes Lessee, to the extent authorized by Oklahoma law, hereby authorizes Lessor, its assigns or the agents of either to cause Lessee to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and not as a penalty, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, to the extent the Lessor does not take possession, with due process of law, of the Equipment or the Equipment is not returned to Lessor, the present value of the estimated in-place fair market value of the Equipment as defined in Section 13 of MLA at the end of the Schedule Term as reasonably determined by Lessor, each discounted at the like-term Treasury Bill rate; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and the state of Oklahoma waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Oklahoma, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

(b) Upon return or repossession, with due process of law, of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the unpaid Rent and reasonable damages incurred by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Without Lessee waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Oklahoma, "Net Proceeds" shall be the proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be paid to Lessee.

(c) No termination, repossession with due process of law or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

24. Notices and Waivers.

All notices relating to this MLA shall be delivered to the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. Lessee and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and each corresponding Schedule agreed to in conjunction herewith are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Event of Default shall not be a waiver of any other or subsequent Event of Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor or Lessee, as applicable. No failure to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

25. Assignment by Lessor; Assignment or Sublease by Lessee.

- (a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule, but not Lessor's obligations; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and Lessee understands and agrees that Lessor's assigns may each do the same (hereunder collectively "Assignments"). If such assignment changes the party to whom Rent Payments are due herein, then Lessor shall provide Lessee notice of all such Assignments to the following addresses, and such Assignments shall be subject to Lessee rights under the MLA and corresponding Schedule(s):
- (b)

If sent to the state of Oklahoma:

Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

ISD Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105.

Lessee hereby consents to such Assignments and agrees to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested and necessary pursuant to applicable Oklahoma law to effect such Assignment. Lessee acknowledges that the assigns do not assume Lessor's obligations hereunder and agrees to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for its performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon

any such Assignment, all references to Lessor, shall also include all such assigns, whether specific reference thereto is otherwise made herein.

- (c) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. IF LESSEE IS A STATE AGENCY, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF OKLAHOMA, LESSEE AGREES THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER.** Without the prior written consent of Lessor, the Lessee shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, where Lessee is a state agency, no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information as required by and satisfactory to Lessor: (a) Certificate of Acceptance for accepted goods to be on lease with Lessor; (b) Opinion of Counsel (only required in connection with a Schedule in excess of \$500,000.00); (c) financial statements or other financial information in lieu thereof as agreed to by Lessor's credit department in its sole judgment; (d) Incumbency Certificate; and (e) other mutually agreed documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives, with respect to Lessor, the following rights and remedies conferred upon Lessee by Article 2A of the UCC: to (i) cancel any Schedule under the MLA; (ii) repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or

lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time. This waiver of UCC rights does not include Lessee's right to terminate a lease subject to a non-appropriation of funds, pursuant to Section 7 above.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the UCC. Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

- (a) Jurisdiction. THE MLA AND EACH SCHEDULE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA. In the event of a dispute between the parties, suit may be brought in Oklahoma County, Oklahoma or in the case of an Affiliate Lessee, in the federal or state courts where Lessee has its principal office or where the Equipment is located.
- (b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.
- (c) Intentionally left blank.
- (d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

- (e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA, including the Contract and in each Schedule to which Lessor and Lessee are signatory parties. Lessor and Lessee further acknowledge that this MLA, including the Contract, and each Schedule to which Lessor and Lessee are signatory parties contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. Lessee and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MLA may be amended only by written instrument executed by Lessor and Lessee. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.
- (f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.
- (g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.
- (h) Lessor Certifications. Lessor certifies that:
 - (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this MLA and/or any Schedules executed hereunder;
 - (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Oklahoma and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;
 - (iii) neither it , nor anyone acting for it, has violated the antitrust laws of the United States or the State of Oklahoma, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
 - (iv) it has not received payment from the state of Oklahoma, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;
 - (v) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the MLA;

- (vi) Neither it nor its affiliates are suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration;
- (vii) Neither it nor its affiliates, as of the effective date of the MLA, are listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (viii) to the extent applicable to the scope of this MLA, Lessor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
- (ix) That it will comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to being registered as a business entity licensed to do business in the State, have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable;
- (x) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

During the term of the MLA, Lessor shall, for itself and on behalf of its subcontractors, promptly disclose to the state of Oklahoma all changes that occur to the foregoing certifications, representations and warranties. Lessor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties

- (i) Sovereign Immunity. Nothing herein shall be construed to waive the sovereign immunity of the state of Oklahoma.

31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and Lessee.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

State of Oklahoma by and through the Office of Management and Enterprise Services

"Lessee"

BY: 

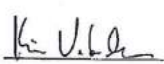
NAME: James L. Reese, II

TITLE: Chief Information Officer

6-22-17

DELL FINANCIAL SERVICES, L.L.C.,

"Lessor"

BY: 

NAME: Kim Vodicka

Kim Vodicka, Executive Director

TITLE: _____

First Amendment to
MASTER LEASE AGREEMENT
(Oklahoma)

Between State of Oklahoma by and through the Office of Management and Enterprise Services
And Dell Financial Services, L.L.C. ("Lessor")

This First Amendment to Master Lease Agreement between State of Oklahoma by and through the Office of Management and Enterprise Services ("OMES") and Dell Financial Services, L.L.C. ("Lessor") is made this 30 day of March, 2018, between OMES and Lessor. This First Amendment supplements and amends the Master Lease Agreement with Lessor entered into between the parties effective May 19, 2017, attached as Exhibit 1, including all supplements and amendments thereto ("MLA"). Unless otherwise indicated herein, capitalized terms used in this First Amendment without definition shall have the respective meanings specified in the MLA.

For good and valuable consideration, the parties agree as follows:

1. The purpose of this First Amendment is to expand the scope of Equipment to include the Products and any related Services as described on a Schedule and any associated items therewith, including, but not limited to all parts, replacements, additions, repairs and attachments incorporated therein and/or affixed thereto, all document (technical and/or user manages), operating system and application software as needed, as allows by and procured pursuant to the Participation Addendum (Oklahoma Contract No. ITSW 1020E), effective December 16, 2015, between Dell EMC Corporation, formerly EMC Corporation, and the State of Oklahoma by and through the Office of Management and Enterprise Services and referring MCWNC-109, collectively known as the Dell EMC Contract. References in the MLA to "Contract" when ITSW1020E Equipment is being leased shall be replaced with Dell EMC Contract. For the avoidance of doubt, Dell EMC Corporation Equipment leased shall be procured through ITSW10020E.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Amendment and to bind their respective Party thereto.

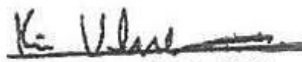
State of Oklahoma by and through OMES: LESSOR:



Authorized Signature

James L. Reese, II

Printed Name


Kim Vodicka, Vice President

Printed Name

Chief Information Officer

Title

4-13-18

Date

Title

REVIEWED
By JANICE REED at 1:45 pm, Apr 16, 2018

Date



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000064870
 DELL MARKETING LP
 1 DELL WAY
 ROUND ROCK TX 78682-7000
 USA

Contract ID 0000000000000000000004175		Page 2 of 2	
Contract Dates 10/08/2015 to 03/31/2020	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1020D-Computer Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Contract Base Pricing		0.00000			0001
10	81112200 / Dell Software Maintenance and Support	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001

COMMENTS:

Master Agreement Number: MNWNC-108
 Oklahoma Contract Number: SW1020D

Contract Period: 04/01/2019-03/31/2020
 Agreement Period: 10/01/2015-03/31/2020

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



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: August 13, 2019

SUBJECT: Discussion and consideration of awarding a bid for the purchase and installation of Kenwood P25 radios for the Police department in the amount of \$455,894.82 to the sole bidder, Stolz Telecom LLC, as a part of the Moving Midwest City Forward 2018 Bond projects.

As you may recall, one of the items on the Moving Midwest City Forward 2018 Public Safety Bond projects list was the purchase and installation of new P25 Public Safety mobile and portable radios. The Police department's radios are failing and at a critical state at this time. Staff has worked with the Police department and has verified the need for the purchase of one hundred (100) fully featured public safety rated portables with chargers, extra batteries, speaker mics, leather holsters as well as one hundred (100) new mobiles, antennas, mounts, and installation for police vehicles. IT staff will program all of the radios and coordinate the install with Stolz Telecom, LLC. This solution fits into our overall communications plan and is fully compatible with the recently acquired Public Safety 7-channel single-site P25 700 MHz trunking radio system.

Staff recommends approval.

Ryan Rushing, Information Technology Director

Invitation for Sealed Bids

COMMUNICATIONS EQUIPMENT AND INSTALLATION

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

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

Published in: *Midwest City Beacon*

Date Advertised: *July 12, 2019*

Bids must be in the Office of the City Clerk by no later than **2:00 P.M. on July 23, 2019.**

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

Please state the minimum number of units of each item that must be purchased to receive any available volume pricing (i.e. 1-10 = \$ _____, 11-20 = \$ _____, etc.) **See Attached Statement Concerning Volume Pricing*

Description	Est. Qty.	Unit Price	Volume Pricing
Kenwood NX-5400K3 7-800MHz portable	100	\$555.00	\$555 per unit
KNB-L2M 2600mAh Battery	200	\$85.00	\$85.00 per unit
KNB-LS5M Intrinsically Safe LiPo Battery	200	\$135.00	\$135.00 per unit
KBH-11 Spring Action Belt Clip	100	\$9.50	\$9.50 per unit
KBH-8DS Leather swivel Belt loop with Portable D-ring	100	\$17.00	\$17.00 per unit
KLH-6SW Leather swivel belt loop/detachable swivel D-ring back	100	\$14.00	\$14.00 per unit
KLH-137 Heavy-Duty "Boston-Belt" strap for case	100	\$23.50	\$23.50 per unit
KLH-200K3 Heavy Duty Leather case	100	\$28.50	\$28.50 per unit
KLH-201K3 Nylon case	100	\$17.00	\$17.00 per unit
KWD-YH-5000 Yellow Housing Kit	100	\$26.50	\$26.50 per unit
KWD-OH-5000 Orange Housing Kit	100	\$26.50	\$26.50 per unit
KBP-8M International Orange Alkaline Pack	100	\$68.50	\$68.50 per unit
KRA-32K 7-800MHz portable antenna	100	\$22.00	\$22.00 per unit
KWD-5100CV Conventional P25	100	\$362.00	\$362.00 per unit
KWD-5101TR Phase 1 P25 Trunking	100	\$330.00	\$330.00 per unit
KWD-5102TR Phase 2 P25 Trunking	100	\$260.00	\$260.00 per unit
KWD-AE31K Multi-key Encryption Module	100	\$355.00	\$355.00 per unit
L-5004 Factory install of Encryption Module	100	\$47.50	\$47.50 per unit
KSC-32 Rapid single unit charger	100	\$50.00	\$50.00 per unit
KMC-54WDM Immersion rated noise control Speaker Mic	100	\$84.50	\$84.50 per unit
Kenwood NX-5900K 7-800MHz Dash Mount Mobile Kit	100	\$812.50	\$812.50 per unit
Kenwood NX-5900BK 7-800MHz mobile	100	\$648.00	\$648.00 per unit
Kenwood NX-5800BK2 UHF mobile	100	\$470.00	\$470.00 per unit
Kenwood NX-5700BK VHF mobile	100	\$470.00	\$470.00 per unit
5FM KCH-20 Full Feature Single Radio Remote Kit	100	\$600.00	\$600.00 per unit

Invitation for Sealed Bids

5FMM-MR KCH-20 Full Feature Dual Radio Remote Head Kit with multiple speakers	100	\$690. ⁰⁰	\$690. ⁰⁰ per unit
5FMMM-MR KCH-20 Full Feature Triple Radio Remote Kit with multiple speakers	100	NO LONGER AVAILABLE	
L-5031 Package for Dual Deck Single Head Remote	100	\$60. ⁰⁰	\$60. ⁰⁰ per unit
L-5032 Package for Dual Deck Multiple Speakers	100	\$98. ⁰⁰	\$98. ⁰⁰ per unit
L-5036 Package for Triple Deck Single Head multiple speakers	100	NO LONGER AVAILABLE	
L-5008 KWD-AE31K install into mobile	100	\$49. ⁰⁰	\$49. ⁰⁰ per unit
KCT-46 Ignition Sense Cable	100	\$8. ⁹⁰	\$8. ⁹⁰ per unit
KCT-23 DC Power Cable	100	\$20. ⁵⁰	\$20. ⁵⁰ per unit
KES-5 External Speaker	100	\$40. ⁰⁰	\$40. ⁰⁰ per unit
KES-3S External Speaker	100	\$48. ⁵⁰	\$48. ⁵⁰ per unit
KAP-2 Horn Alert/P.A. Option	100	\$41. ⁰⁰	\$41. ⁰⁰ per unit
KCT-72M External Accessory Connection Cable	100	\$23. ⁸⁵	\$23. ⁸⁵ per unit
KCT-73MIC External Mic Option	100	NO LONGER AVAILABLE	
KCT-74PTT External PTT Option	100	NO LONGER AVAILABLE	
KMB-10 Keylock Adapter	100	\$17. ¹⁰	\$17. ¹⁰ per unit
KWD-5002SD SD card port activation	100	\$68. ²⁵	\$68. ²⁵ per unit
KPG-46XM USB Programming Interface	1	\$110. ⁹⁵	\$110. ⁹⁵ per unit
KPG-36XM USB Programming Interface	1	\$110. ⁹⁵	\$110. ⁹⁵ per unit
KPG-115 KVL-3000Plus/KVL-4000 interface cable	1	\$183. ⁷⁵	\$183. ⁷⁵ per unit
KPG-93 KVL-3000/4000 interface cable	1	\$183. ⁷⁵	\$183. ⁷⁵ per unit
KAS-12K Battery Management Software License	1	\$59. ⁵⁰	\$59. ⁵⁰
KAS-12PRO Battery Management Database	1	\$245. ⁰⁰	\$245. ⁰⁰
KWD-5106T OTAR/GPS Data License	1	\$126. ⁰⁰	\$126. ⁰⁰
Laird MB8 NMO mount and coax	200	\$15. ⁰⁰	\$15. ⁰⁰ per unit
Laird TRA7600S3NB mobile antenna	100	\$45. ⁰⁰	\$45. ⁰⁰ per unit
Huber+Suhner 11_N-50-3-28/133_NE N-Connector Male	100	\$11. ⁵⁰	\$11. ⁵⁰ per unit
Remove XTL mobile and install new radio into vehicle	100	\$375. ⁰⁰	\$375. ⁰⁰ per unit

THE CITY OF MIDWEST CITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

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

DELIVERY WILL BE MADE IN 45 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 23rd DAY OF July, 2019

FIRM Stolz Telecom LLC BY John D Mayes
 ADDRESS 6825 CAMILLE AVE TITLE Western Oklahoma Area
OKLAHOMA CITY, OK 73149 Sales manager

Invitation for Sealed Bids

Accepted by the City Council this _____ day of _____, 2019.

Mayor

City Clerk

Approved as to form this _____ day of _____, 2019.

City Attorney



Estimate

EST-000026

Stolz Telecom

Bill To
Midwest City Information Technology Department
 100 N Midwest Blvd
 Midwest City, Oklahoma 73110

Ship To
 100 N Midwest Blvd
 Midwest City, Oklahoma 73110

Estimate Date : July 17, 2019
 Expiration Date : August 30, 2019
 Salesperson : John Mayes
 Contract : RFP RESPONSE
 Delivery Preference : Customer Pick-up

#	Item & Description	Qty	Rate	Amount
1	NX-5400K3 700 / 800 MHz, 3.0 Watts NXDN Conventional / TYPE-C (Gen1/Gen2) Trunking Full Key Model	100.00 pcs	555.00	55,500.00
2	KNB-L2M Li-ion 2600mAh (Standard)	200.00	85.00	17,000.00
3	KBH-11 Spring action belt clip (2.5")	100.00	9.50	950.00
4	KLH-6SW Leather swivel belt loop / detachable swivel D-Ring back	100.00	14.00	1,400.00
5	KLH-200K3 Heavy duty leather carrying case (for both K2 & K3 models)	100.00	28.50	2,850.00
6	KRA-32K 700/800 MHz Whip Antenna	120.00	22.00	2,640.00
7	KWD-5100CV License Key for P25 Conventional	100.00 pcs	362.00	36,200.00
8	KWD-5101TR License Key for P25 Phase 1 Trunking (requires KWD-5100CV) Note: Required for Link Layer Authentication	100.00 pcs	330.00	33,000.00
9	KWD-5102TR License Key for P25 Phase 2 Trunking (requires KWD-5100CV & KWD-5101TR)	100.00 pcs	260.00	26,000.00
10	KWD-AE31K AES & DES Encryption Module (Multi-Key)	199.00 pcs	355.00	70,645.00

#	Item & Description	Qty	Rate	Amount
11	L-5004 Install KWD-AE31K in NX-5000 series Portable	100.00 pcs	47.50	4,750.00
12	KSC-32 CHARGER, SINGLE BAY RAPID RATE, VP-T	100.00 pcs	50.00	5,000.00
13	KMC-70M SPEAKER MIC, 3PF KEYS, BLACK, VP-T - REPLACES KMC-54WDM	100.00 pcs	84.50	8,450.00
14	NX-5900BK NX-5900K (35W, 700/800 MHz) RF Deck Only	100.00 pcs	643.50	64,350.00
15	5AFM KMC-65M, KCH-20RM, KRK-15BM, KCT-71M2, KCT-23M3, KMB-33M, KES-5A, KCT-72M	99.00 pcs	597.00	59,103.00
16	L-5029 Factory Assembly & Factory Packing for Single Head Remote Kit and Radio	99.00 pcs	52.94	5,241.06
17	5AFFM KMC-65M(x2), KCH-20RM(x2), KRK-15BM, KCT-71M2(x2), KCT-23M3, KMB-33M, KES5A(x2), KCT-72M(x2)	1.00 pcs	1,130.79	1,130.79
18	L-5030 Factory Assembly & Factory Packing for Dual Head Remote Kit and Radio	1.00 pcs	98.82	98.82
19	L-5008 Install KWD-AE31K in NX-5000 series Mobile	99.00 pcs	49.00	4,851.00
20	KCT-46 Ignition Sense Cable	100.00	8.90	890.00
21	KES-5A MOBILE SPEAKER, 40W MAX INPUT, VM-T	100.00 pcs	40.00	4,000.00
22	KAP-2 HA / PA Relay	100.00	41.00	4,100.00
23	KCT-72M EXT ACCESSORY CONNECTION CABLE FOR KCH-19M, KCH-20	100.00	23.85	2,385.00
24	KPG-46XM PROGRAMMING CABLE, VM5000 KCH-19	1.00	110.95	110.95
25	KPG-36XM PROGRAMMING CABLE, USB, VP-T	1.00	110.95	110.95
26	KPG-93 KVL4000 VOICE KEY CABLE, VP-T	1.00	183.75	183.75
27		1.00 pcs	59.50	59.50

#	Item & Description	Qty	Rate	Amount
	KAS-12K License Key for KAS-12 (Authentication required) Battery Reader Software for KNB-L1M/L2M/L3M & KSC-Y32 (Windows Vista /7/8/8.1)			
28	KAS-12PRO Add Battery Management with Database Must require KAS-12K Battery Reader Software to upgrade	1.00 pcs	245.00	245.00
29	MXRNMO58U-NC 3/4" Hole NMO Brass Mount with Gold Pin 17' RG58U, No Connector	100.00	15.00	1,500.00
30	ANXETRAB7603 760-870 MHz, 3dB Phantom Elite Surface Mount Antenna, Black	100.00	45.00	4,500.00
31	11_N-50-3-28/133_NE RF / Coaxial Connector, N Type, Straight Plug, Crimp, 50 ohm, RG58, Essex 621-715, Beryllium Copper	100.00 pcs	11.50	1,150.00
32	ST UTL Upfit Technician Labor - REMOVAL OF OLD RADIO, CABLES, ANTENNAS AND INSTALLATION OF NEW RADIOS @ \$375 per Unit	100.00	375.00	37,500.00
			Sub Total	455,894.82
			Total	\$455,894.82

Notes

Looking forward for your business.

Terms & Conditions

ORDERING – Stolz Telecom reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us. The minimum order value is \$50.00 and orders may be either shipped complete or shipped allowing for backorder merchandise, at our option. Orders may also be picked-up at our facilities or be staged for delivery / pick-up at a future date by advance arrangement.

PRICING – Prices are subject to change, without advance notice, and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted.

PAYMENT TERMS - We accept Visa and MasterCard credit cards at the point of sale. For information on establishing an open account with us, please contact our Credit Department at 877.457.2262. For amounts due on account, Check is accepted.

TAXES - If applicable, sales tax will be added to your invoice unless an acceptable resale tax exemption certificate is provided.

DELIVERY – We will make reasonable efforts to meet delivery and performance dates, but we are not liable for delays due to causes beyond our control. We will endeavor to ship all orders for in-stock merchandise placed before 2:00 PM each day. Orders requiring cable processing, component assembly or specialized packaging may require extra processing time. Will Call pick-up service is also available by advance arrangement.

SHIPMENT & RISK OF LOSS - Domestic U.S. orders are tendered to carrier with freight prepaid and billed to you, unless otherwise specified at time of quotation. We will prepay and bill to you all shipping, handling and insurance charges on all domestic orders, unless otherwise specified at the time of the order. We reserve the right to choose the freight carrier unless otherwise specified by you, the customer. International orders are tendered as EXW Origin (Incoterms 2010) and will be shipped via Collect or 3rd-party freight terms via your preferred carrier or shipped to your freight forwarder with any freight charges prearranged by you. Export packaging is available at an

additional charge. You will be responsible for all insurance, customs, and duty charges. For domestic and international orders, title and risk of loss shall pass to you upon delivery to carrier, risk of loss or damage from point of shipment shall fall upon you and it is your responsibility to file all claims with the carrier.

DAMAGES IN TRANSIT/CLAIMS – All shipments must be thoroughly inspected for visible damage and completeness by the recipient before accepting delivery from the carrier. If any damage is found or a shortage determined, the delivery bill-of-lading should be A) noted as such prior to acceptance or B) the shipment may be partially or completely refused. If no exceptions are noted at the time of receipt, the delivery will be deemed as “accepted in good condition” by you, releasing the carrier and us from further liability or recourse. Any claims for concealed damage or material shortages must be promptly reported to us within 24 hours of the receipt.

CUSTOM PRODUCTS & ASSEMBLIES – We require an engineering and purchasing approval sign-off for special orders and custom products, including non-stock cable assemblies. All such items are considered non-cancelable, non-returnable and non-refundable, unless defective. Any such defective items will be repaired or replaced only, at our option.

WARRANTIES - All warranty items shall be repaired, replaced or credited in accordance with the manufacturer’s warranty policy. Any warranty, expressed or implied, is set forth and limited by and to the manufacturer’s written warranty policy on the products that we sell. **STOLZ TELECOM MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS IT SELLS OR THE SUITABILITY OR FITNESS OF A PRODUCT FOR ANY PARTICULAR PURPOSE OR USE.**

SPECIFICATIONS – All product specifications represented are derived from the manufacturer. Changes in specification and / or design by the manufacturer may occur at any time, without advance notice.

CHANGES / CANCELLATIONS – Orders may not be cancelled or modified, either in whole or in part, without our written consent, and may then be subject to payment of a reasonable charge for costs incurred in cancelling or modifying the order.

RETURN POLICY – Before any merchandise may be returned, a Return Goods Authorization (RGA) number must be obtained. An RGA may be requested by calling 877.457.2262 or by e-mailing Orders@StolzTele.com. All inquiries will be evaluated and a determination will be made to approve, or deny, the request within 3 business days. If approved, an RGA number and set of return instructions will be provided by our Customer Service Department. All requests to return merchandise must be made within 30 days from the date of purchase and RGA’s are valid for 30 days only. It is your responsibility to coordinate return logistics and you will be responsible for any associated shipping charges. All returned items will be thoroughly inspected to validate its condition. In-store credit will be issued for items that are returned complete & unused, in the original manufacturers’ packaging, in like-new condition. Any returned goods received by us in unsatisfactory condition will be returned to you. Authorized returns are subject to a restocking fee of no less than 15%. Special orders, cut-to-length cable and made-to-order jumper assemblies are non-returnable.

DEFECTIVE MERCHANDISE POLICY - An RGA may also be obtained, per above, to facilitate the servicing of an item that is inoperable due to a possible manufacturing concern. When requesting service for a warranty-related matter, a detailed report of the defective issue must be included. An RGA number and set of return instructions will be provided by our Customer Service Department. Reportedly defective items will be returned to and evaluated by the Original Equipment Manufacturer (OEM). Upon their verification of a warrantable defect, such item(s) will be repaired, replaced or credited as determined by the OEM’s warranty policy.

LIMITATION OF LIABILITY – In no event shall we be liable to you, under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, (A) for any loss of profits or other economic loss, including, but not limited to, such losses as: (i) wages paid to Buyer’s employees or other manual labor costs, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement or temporary equipment, facilities or services, (v) cost of capital or (vi) costs or losses relating to downtime, or (B) any other indirect, special, consequential, punitive, exemplary or other similar damages arising out of any claim relating to Buyer’s purchases of goods or services gives rise to Stolz Telecom’s liability to Buyer.

AMENDMENTS – You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

GOVERNING LAW – These Terms and Conditions shall be governed by and construed in accordance with laws of the State of Oklahoma for agreements to be performed entirely within the State of Oklahoma, and the State of Texas for agreements to be performed entirely within the State of Texas without regard to choice of law provisions.

GENERAL – You acknowledge that you have read these Terms and Conditions, understand them and agree to be bound by such Terms and Conditions. All typographical errors are subject to correction.



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 Council

FROM: Brandon Clabes, Chief of Police

DATE: July 23, 2019

SUBJECT: Discussion and consideration of renewing the contracts with Barnes Wrecker Service, Inc. and McConnell's Body Shop and Towing, Inc. to provide the City of Midwest City, upon its request, with towing and vehicle storing services.

The City of Midwest City Police Department requests consideration to renew the contracts with Barnes Wrecker Service, Inc. and McConnell's Body Shop and Towing, Inc. to provide the City of Midwest City, upon its request, with towing and vehicle storing services.

These agreements shall be in effect on July 1, 2019 through June 30, 2020. They can be terminated by either party upon sixty (60) days' notice to the other party.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Contracts

Contract for Towing and Vehicle Storage Services

This contract is entered into between McConnell's Body Shop & Towing (McConnell's) and the City of Midwest City (the City) for the purpose of establishing the terms and conditions under which McConnell's shall provide the City, upon its request, with towing and vehicle storage services. McConnell's is a licensed, insured vehicle towing and storage facility that is legally entitled to operate as such within the city of Midwest City and shall remain licensed and insured at all times while this contract is in effect.

McConnell's, located at 1350 N. Air Depot Boulevard, Midwest City, Oklahoma, 73110, shall:

1. Maintain the following insurance:
 - a. A garage keeper's legal liability policy covering fire, theft and explosion in the minimum amount of twenty thousand dollars (\$20,000.00) and collision coverage subject to no more than a five hundred dollar (\$500.00) deductible with each accident deemed a separate claim;
 - b. A garage liability policy covering the operation of McConnell's business equipment and vehicles for any bodily injury or property damage. This policy shall be in the minimum amounts of one hundred thousand dollars (\$100,000.00) for any one person killed or injured and three hundred thousand dollars (\$300,000.00) for more than one person killed or injured in any one accident. This policy shall also provide fifty thousand dollars (\$50,000.00) coverage for all damages arising out of injury to or destruction of property, or a combined single limit policy with a limit of at least one million dollars (\$1,000,000.00); and

Each insurance policy required by this contract must contain an endorsement providing for fifteen days' notice to the City in the event of any material change or cancellation;

2. Not be in violation of any of the laws of the state of Oklahoma or the city of Midwest City, the violation of which reflects unfavorably on the fitness of McConnell's to offer public service;
3. Provide all hook-up, mileage, towing and storage services for vehicles as requested by the City at no charge to the City. If additional, substitute or special equipment is required for any accident or need that the City may have, McConnell's will be required to make the determination, arrangements and compensation for such service at no cost to the City;
4. Charge the owner of the vehicle, not the City, as appropriate for hook-up, mileage, towing and storage of the vehicle. In the event the owner does not claim the vehicle, McConnell's may dispose of the vehicle in any method legally available to McConnell's, and no later than 90 days after possession. If the vehicle is not disposed of after 90 days no additional charges will be made to owner unless a waiver form is signed by a party indicating they are liable for, and will pay any additional storage fees. In the event that the vehicles has been seized for forfeiture and is declined by the Oklahoma County District Attorney, or any other governmental agency having jurisdiction, McConnell's will, at no charge to the City, notify and release the vehicle to the owner of the vehicle;

5. In the event that forfeiture of the vehicle is accepted by the District Attorney, or any other governmental agency having jurisdiction, continue to store the vehicle, at no charge to the City, for a time not to exceed sixty (60) days after the City receives the title to the vehicle;
6. Tow any vehicles from the City's impound yard, located at 8730 S.E. 15th Street in Midwest City, to McConnell's yard at no charge to the City. This includes vehicles currently held in the City's yard at the time this contract goes into effect and vehicles which are brought to the City's yard if McConnell's does not respond to a call;
7. Respond to each call for service by the City in an average time of fifteen (15) minutes, not to exceed twenty (20) minutes for any one call for service;
8. Have every vehicle requiring towing and storage transported to the storage lot owned and maintained by McConnell's whether or not the actual towing service is performed by McConnell's;
9. Not charge a customer more than the fee permitted by Oklahoma state law;
10. Maintain a valid Class A wrecker license issued by the State of Oklahoma;
11. Only use drivers who have not been adjudged guilty, or pled guilty or nolo contendere to the commission of any larceny or any felony within the previous five (5) years, which conviction shall be unpardoned, nor shall McConnell's employ any persons who, within the previous five (5) years, have an unpardoned conviction, either by plea of guilty or nolo contendere, or been adjudged guilty to any such offense;
12. Maintain all of its equipment in a condition that is adequate to perform all required towing services in a reasonably workmanlike manner;
13. Maintain twenty-four (24) hour service, seven (7) days a week and keep an employee on call with a maximum fifteen (15) minute response time so that any person may have access to his/her vehicle upon request or as requested by the Midwest City Police Department. Furthermore, McConnell's shall maintain two (2) phone numbers, one of which shall contain at least two (2) lines which shall be used exclusively for the towing service;
14. Be subject to the directions of police officers on the scene where McConnell's has been dispatched for the purpose of performing any towing service required by the City. This shall include but not be limited to: blocking traffic; assisting traffic movement and direction; assisting with removal and/or rescue of injured and/or trapped persons; cleaning of the roadway; removal of debris from the roadway including, but not limited to, the sweeping of broken glass and its removal and removal of any obstruction to the roadway. Cleanup of the roadway shall be the responsibility of McConnell's for the vehicles that McConnell's tows. This provision shall apply whether or not McConnell's is to receive compensation for such services. Furthermore, McConnell's shall not seek compensation from the City for any performed services;
15. Provide towing and storage services for vehicles one (1) ton or less belonging to the City without charge to the City, its agents or trusts;
16. Maintain the ability to remove, or arrange for the removal, of any passenger vehicles and non-passenger vehicles at any given time and place upon direction from the City;

17. Maintain a minimum of three (3) vehicles, one (1) of which shall be a rollback-type wrecker and two (2) of which shall be boom-type wreckers. For each wrecker that is a boom-type wrecker, wheel dollies and wheel lifts shall be maintained with each vehicle. This provision shall in no way be construed as a maximum limitation of the number of vehicles to be owned and operated by McConnell's. It shall be McConnell's responsibility to make the determination of the number of vehicles and the types of vehicles that will be required to adequately perform this contract:

18. Maintain a lot with at least 42,000 square feet of unobstructed space, exclusive of buildings or other structures. This lot shall be covered with a minimum of one (1) inch of rock gravel and shall be fenced with at least six-foot (6') high sight-proof fencing. Further, McConnell's shall provide twenty-four (24) hour on-site security;

19. Have the ability to store a minimum of four (4) vehicles in a locked, enclosed storage facility to protect the vehicles from weather if the protection of such vehicles becomes necessary;

20. Maintain professional appearance, courtesy and service with the public and all employees of the City;

21. Be willing to negotiate changes in the terms of this contract. Furthermore, McConnell's should be willing to adapt to any changes, additions or deletions to this contract as may arise;

22. Correct any deficiency, breach or violation of any term or condition of this contract within thirty (30 days) of written notice of such deficiency, breach or violation. Failure to do so could result in termination of this contract,

23. Notify the City, in writing, ninety (90) days prior to the termination of this contract if termination is requested by McConnell's; and

24. Have its storage lot and principal place of business within the corporate city limits of the City of Midwest City.

The City shall:

1. Notify McConnell's when its vehicle towing or storage services are needed. The City is allowed to notify and use another vehicle towing and storage provider in the event that McConnell's does not respond to a call within thirty (30) minutes of such a call;

2. Maintain and use a system by which McConnell's alternates with a second vehicle towing and storage provider, whereby it is the intent of the parties that McConnell's receive as close to one-half (1/2) of all of the City's requests for vehicle towing and storage services as is practicable;

3. Provide sixty (60) days written notice to McConnell's to terminate this contract for any reason at any time.

(1) **THIS CONTRACT shall be valid for the period beginning July 1, 2019 through June 30, 2020.**

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 20____ and by McConnell's Body Shop & Towing on the _____ day of _____, 20____.

Matthew D. Dukes II, Mayor

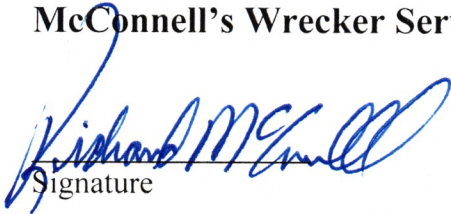
Attest:

Sara Hancock, City Clerk

Approved as to form and legality this _____ day of _____, 20____.

Heather Poole, City Attorney

McConnell's Wrecker Service


Signature

Attest:

Signature

RICHARD McCONNELL *President*
Printed Name & Title

Printed Name & Title

Signed this _____ day of _____, 20____.

Contract for Towing and Vehicle Storage Services

This contract is entered into between Barnes Wrecker Service, Inc. (Barnes) and the City of Midwest City (the City) for the purpose of establishing the terms and conditions under which Barnes shall provide the City, upon its request, with towing and vehicle storage services. Barnes is a licensed, insured vehicle towing and storage facility that is legally entitled to operate as such within the city of Midwest City and shall remain licensed and insured at all times while this contract is in effect.

Barnes, located at 10103 S.E. 29th Street, Midwest City, Oklahoma, 73130, shall:

1. Maintain the following insurance:
 - a. A garage keeper's legal liability policy covering fire, theft and explosion in the minimum amount of twenty thousand dollars (\$20,000.00) and collision coverage subject to no more than a five hundred dollar (\$500.00) deductible with each accident deemed a separate claim;
 - b. A garage liability policy covering the operation of Barnes business equipment and vehicles for any bodily injury or property damage. This policy shall be in the minimum amounts of one hundred thousand dollars (\$100,000.00) for any one person killed or injured and three hundred thousand dollars (\$300,000.00) for more than one person killed or injured in any one accident. This policy shall also provide fifty thousand dollars (\$50,000.00) coverage for all damages arising out of injury to or destruction of property, or a combined single limit policy with a limit of at least one million dollars (\$1,000,000.00); and

Each insurance policy required by this contract must contain an endorsement providing for fifteen days' notice to the City in the event of any material change or cancellation;

2. Not be in violation of any of the laws of the state of Oklahoma or the city of Midwest City, the violation of which reflects unfavorably on the fitness of Barnes to offer public service;
3. Provide all hook-up, mileage, towing and storage services for vehicles as requested by the City at no charge to the City. If additional, substitute or special equipment is required for any accident or need that the City may have, Barnes will be required to make the determination, arrangements and compensation for such service at no cost to the City;
4. Charge the owner of the vehicle, not the City, as appropriate for hook-up, mileage, towing and storage of the vehicle. In the event the owner does not claim the vehicle, Barnes may dispose of the vehicle in any method legally available to Barnes, and no later than 90 days after possession. If the vehicle is not disposed of after 90 days no additional charges will be made to owner unless a waiver form is signed by a party indicating they are liable for, and will pay any additional storage fees. In the event that the vehicles has been seized for forfeiture and is declined by the Oklahoma County District Attorney, or any other governmental agency having jurisdiction, Barnes will, at no charge to the City, notify and release the vehicle to the owner of the vehicle;
5. In the event that forfeiture of the vehicle is accepted by the District Attorney, or any other governmental agency having jurisdiction, continue to store the vehicle, at no charge to the City, for a time not to exceed sixty (60) days after the City receives the title to the vehicle;

6. Tow any vehicles from the City's impound yard, located at 8730 S.E. 15th Street in Midwest City, to Barnes' yard at no charge to the City. This includes vehicles currently held in the City's yard at the time this contract goes into effect and vehicles which are brought to the City's yard if Barnes does not respond to a call;
7. Respond to each call for service by the City in an average time of fifteen (15) minutes, not to exceed twenty (20) minutes for any one call for service;
8. Have every vehicle requiring towing and storage transported to the storage lot owned and maintained by Barnes whether or not the actual towing service is performed by Barnes;
9. Not charge a customer more than the fee permitted by Oklahoma state law;
10. Maintain a valid Class A wrecker license issued by the State of Oklahoma;
11. Only use drivers who have not been adjudged guilty, or pled guilty or nolo contendere to the commission of any larceny or any felony within the previous five (5) years, which conviction shall be unpardoned, nor shall Barnes employ any persons who, within the previous five (5) years, have an unpardoned conviction, either by plea of guilty or nolo contendere, or been adjudged guilty to any such offense;
12. Maintain all of its equipment in a condition that is adequate to perform all required towing services in a reasonably workmanlike manner;
13. Maintain twenty-four (24) hour service, seven (7) days a week and keep an employee on call with a maximum fifteen (15) minute response time so that any person may have access to his/her vehicle upon request or as requested by the Midwest City Police Department. Furthermore, Barnes shall maintain two (2) phone numbers, one of which shall contain at least two (2) lines which shall be used exclusively for the towing service;
14. Be subject to the directions of police officers on the scene where Barnes has been dispatched for the purpose of performing any towing service required by the City. This shall include but not be limited to: blocking traffic; assisting traffic movement and direction; assisting with removal and/or rescue of injured and/or trapped persons; cleaning of the roadway; removal of debris from the roadway including, but not limited to, the sweeping of broken glass and its removal and removal of any obstruction to the roadway. Cleanup of the roadway shall be the responsibility of Barnes for the vehicles that Barnes tows. This provision shall apply whether or not Barnes is to receive compensation for such services. Furthermore, Barnes shall not seek compensation from the City for any performed services;
15. Provide towing and storage services for vehicles one (1) ton or less belonging to the City without charge to the City, its agents or trusts;
16. Maintain the ability to remove, or arrange for the removal, of any passenger vehicles and non-passenger vehicles at any given time and place upon direction from the City;
17. Maintain a minimum of three (3) vehicles, one (1) of which shall be a rollback-type wrecker and two (2) of which shall be boom-type wreckers. For each wrecker that is a boom-type wrecker, wheel dollies and wheel lifts shall be maintained with each vehicle. This provision shall in no way be construed as a maximum limitation of the number of vehicles to be owned and operated by Barnes. It

shall be Barnes' responsibility to make the determination of the number of vehicles and the types of vehicles that will be required to adequately perform this contract:

18. Maintain a lot with at least 42,000 square feet of unobstructed space, exclusive of buildings or other structures. This lot shall be covered with a minimum of one (1) inch of rock gravel and shall be fenced with at least six-foot (6') high sight-proof fencing. Further, Barnes shall provide twenty-four (24) hour on-site security;
19. Have the ability to store a minimum of four (4) vehicles in a locked, enclosed storage facility to protect the vehicles from weather if the protection of such vehicles becomes necessary;
20. Maintain professional appearance, courtesy and service with the public and all employees of the City;
21. Be willing to negotiate changes in the terms of this contract. Furthermore, Barnes should be willing to adapt to any changes, additions or deletions to this contract as may arise;
22. Correct any deficiency, breach or violation of any term or condition of this contract within thirty (30) days of written notice of such deficiency, breach or violation. Failure to do so could result in termination of this contract,
23. Notify the City, in writing, ninety (90) days prior to the termination of this contract if termination is requested by Barnes; and
24. Have its storage lot and principal place of business within the corporate city limits of the City of Midwest City.

The City shall:

1. Notify Barnes when its vehicle towing or storage services are needed. The City is allowed to notify and use another vehicle towing and storage provider in the event that Barnes does not respond to a call within thirty (30) minutes of such a call;
2. Maintain and use a system by which Barnes alternates with a second vehicle towing and storage provider, whereby it is the intent of the parties that Barnes receive as close to one-half (1/2) of all of the City's requests for vehicle towing and storage services as is practicable;
3. Provide sixty (60) days written notice to Barnes to terminate this contract for any reason at any time.
 - a. **THIS CONTRACT shall be valid for the period beginning July 1, 2019 through June 30, 2020.**

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 20____ and by Barnes Wrecker Service, Inc. on the _____ day of _____, 20____.

Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

Approved as to form and legality this _____ day of _____, 20____.

Heather Poole, City Attorney

Barnes Wrecker Service


Signature

Attest:

Signature


Printed Name & Title **Treasurer**

Printed Name & Title

Signed this _____ day of _____, 20____.



www.midwestcityok.org

Assistant City Manager
Vaughn Sullivan

vsullivan@midwestcityok.org

100 N. Midwest Blvd.

Midwest City, Oklahoma 73110

O: 405-739-1207 /Fax: 405-739-1208

Memorandum

To: Honorable Mayor and City Council

From: Vaughn K. Sullivan, Assistant City Manger

Date: August 13, 2019

Subject: Discussion and consideration of approving and entering into a Services Contract with the Midwest City Branch YMCA for services in support of the football program at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park for FY 19-20.

Formerly the little football program was hosted at Tel-Star North Football Complex. In order to bring back little league football to Midwest City and to streamline maintenance efforts, together the Midwest City YMCA and City Staff have reached terms that allows Doug Hunt Softball Complex to be used as a location for little league football.

An annual agreement with the Midwest City Branch YMCA and City of Midwest City specifies what services each party is responsible for.

Staff recommends approval of this contract.

Vaughn K. Sullivan
Assistant City Manager

Attachment: Services Contract

SERVICES CONTRACT

City of Midwest City Parks & Recreation Department

This contract is made this ____ day of _____, 2019, by and between the YMCA of Greater Oklahoma City through the Midwest City YMCA Branch (hereinafter Sponsor) and the City of Midwest City (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner and Sponsor agree to the following terms of services rendered by each party for the operation of the football program (the program) in Midwest City at Doug Hunt Softball Complex. The days of programming will include Wednesday's, Thursday's and Saturday's depending on availability of the Complex. The term of this contract shall begin July 1, 2019 and end June 30, 2020. The Owner on an annual basis under the same terms and conditions may extend this contract. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date (June 30). Written notice shall be provided at the following contact addresses:

OWNER

Director of Parks and Recreation
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
Or pstreets@midwestcityok.org

SPONSOR

YMCA of Greater Oklahoma City
Midwest City YMCA Branch
2817N. Wood Crest Dr.
Midwest City Ok, 73110
Or ASanford@ymcaokc.org

2. It is expressly agreed that Owner shall be responsible for the following in addition to other responsibilities set forth in this contract:
 - a. Utilities (water, sewer, sanitation and electrical services);
 - b. Mowing and trimming of all City owned property both inside and outside of Doug Hunt Softball Complex;
 - c. Will inspect Doug Hunt Softball Complex and bring them up to playing standards. This includes fields and facilities;
 - d. Will make all necessary weed control and fertilization applications;
 - e. Provide meeting room space at Community Center subject to availability;
 - f. Will cross promote any related marketing/advertisement materials for the program;

3. It is expressly agreed Sponsor shall be responsible for the following in addition to the other responsibilities set forth in this contract:
 - a. Administration of league except those responsibilities of Owner as specified in Paragraph 2;
 - b. Collection of entry fees for leagues and tournaments;
 - c. Scheduling of tournaments, and communication of same to teams;
 - d. Rescheduling of leagues and tournaments, and communication of same to teams;
 - e. Cancellations;
 - f. Approval of rules;
 - g. Distribution/collection/updating of rosters and player cards;
 - h. Team sanctioning;
 - i. Purchase of trophies for leagues and tournaments;
 - j. Setting rates (includes entry fees, gate admission and concession);
 - k. Contracting with officials;
 - l. Fundraising;
 - m. Protests;
 - n. Coaches discipline;
 - o. Tournament administration;
 - p. Daily regular season and tournament field maintenance including any equipment and supplies needed;
 - q. Standings;
 - r. Employees, equipment, supplies, etc. for the operation of the gate collection;
 - s. Phones needed for operation of program, including rainout number;
 - t. Facility upkeep, which includes improvements at Doug Hunt Softball Complex,

existing and future buildings, and existing and future additions to facilities;

- u. Conduct coaches background checks and coaches certifications and maintain copy of same for Owner's review;
 - v. insurance verification.
4. Owner will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the Sponsor's activity, provided that refuse is deposited in receptacles provided. Sponsor shall be responsible for the refuse and garbage pickup and facility cleanup on the park grounds and agrees to restore all park grounds, buildings, facilities, restrooms and structures to the level of cleanliness and order which existed prior to Sponsor's usage. Trash will be picked up twice weekly (schedule determined by agreement of Owner and Sponsor).
 5. Sponsor will not permit any activities to continue beyond the hour of midnight without prior approval from the City's Parks and Recreation Manager. All exterior lights except for security lights to be turned out within 15 minutes after the cessation of activities on the lighted fields.
 6. Sponsor will adhere to adopted bylaws of the organization and can be held accountable to do so or agreement can be terminated following guidelines set further in said agreement.
 7. Owner shall have a representative on any advisory board and or any subcommittee of the Sponsor concerning the program.
 8. It is expressly agreed that there will be an annual inspection of the facilities by Owner and Sponsor to assure proper ongoing maintenance of the facilities. Any repairs identified through this inspection will be accomplished by Owner or Sponsor, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by Sponsor and Owner.
 9. Owner shall furnish Sponsor with adequate sets of keys to the facilities. Only locks and keys supplied by Owner shall be used. Sponsor agrees to furnish Owner with a list of those people to whom Sponsor has furnished any key(s) and to inform Owner of any changes therein at the contact address set out above. Owner reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. Locks and keys that are lost during the term of this contract will be replaced at Sponsor's expense. Sponsor may maintain separate locks on structures that contain only Sponsor equipment and shall furnish Owner with keys to those locks. Said keys will be kept in the Parks and Recreation Department office in the Midwest City Community Center.
 10. In the event of a natural disaster or an act of God, any damages to the facilities will be

resolved through a joint effort by Sponsor and Owner based on the availability of funds. All such discussions regarding joint expenditures will include the Director of Parks and Recreation and Director of Finance of the City of Midwest City along with Sponsor staff identified in Contact Address listed above.

11. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor pertaining to services at the facilities and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.
12. This contract shall become effective on the 1st day of July, 2019, and shall continue in force and effect until midnight on the 30th day of June, 2020.

Agreed to and witnessed on this ____ day of _____, 2019.

ATTEST:

MATTHEW D. DUKES. II
MAYOR, CITY OF MIDWEST CITY

AMANDA STORCK
CFO, GREATER YMCA OF OKLAHOMA CITY

ATTEST:

SARA HANCOCK
CITY CLERK
CITY OF MIDWEST CITY

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

HEATHER M. POOLE
City Attorney, City of Midwest City



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

EN
Patrick
CURRENT

COMPRE
Petya Stefanoff,
BUILDING IN
Christine Brak

Greg H

TO : Honorable Mayor and City Council

FROM : Patrick Menefee, P.E., City Engineer

DATE : August 13th, 2019

SUBJECT: Discussion and consideration of approving a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for FY 19-20.

The agreement allows Oklahoma County to work within the corporate limits of Midwest City. It also allows the City to request Oklahoma County personnel to do work within the corporate limits.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachment

GENERAL MUTUAL COOPERATION AGREEMENT

CITY OF MIDWEST CITY & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective July 1, 2019, between the **CITY OF MIDWEST CITY**, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

WHEREAS, 69 O.S. § 601A, authorizes the County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

WHEREAS, 69 O.S. § 603 provides that the County may contract for grading, draining, or hard-surfacing any street within any municipality where such street is a continuation of or a connecting link in the State or County Highway System; and

WHEREAS, 69 O.S. § 1903B authorizes the County to enter into an agreement with a municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

WHEREAS, County Resolution No. 118-08 has set out procedures for tinhorn acquisition if the requested tinhorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved; and,

WHEREAS, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain streets within the limits of the Municipality and the responsibility of the Municipality, and the installation of tinhorns within the limits of the Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The County may, at their discretion, perform work to construct, improve, or repair certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit specific written requests to the County, titled regarding particularly described streets or portions of streets for which the Municipality is

seeking the County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the street location and the specific type of assistance needed from the County and describe the anticipated period of time that such assistance shall be needed. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. The Municipality shall, under the specific agreement, furnish to the County the funds to pay the Municipality's share of the costs of labor, engineering, equipment, and material.

4. No party to the contract shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other party.

5. The parties understand and agree that this Agreement in no way relieves the Municipality of the Municipality's primary duty to maintain its streets in a reasonably safe condition for travel by the public for the duration of the project.

6. Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property on which they seek the County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Municipality acknowledges that the County's performance of work under this agreement is subject to the County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of County.

8. This Agreement shall commence on July 1, 2019 and continue through June 30, 2020.

APPROVED by the governing bodies of the parties on the dates hereafter set forth.

MUNICIPALITY

APPROVED by the Municipality this _____ day of _____,

2019.

ATTEST:

_____ By _____
City Clerk Mayor

APPROVED as to form and legality this _____ day of _____,

2019.

City Attorney

COUNTY


APPROVED by the County this 22nd day of May,

2019.

**BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA**

By Kevin Calley
Chairman

ATTEST:

D. B. Horton 
County Clerk

By Carrie Blumett
Member

By Brian Maughan
Member

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

Assistant District Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, 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 Council

From: Patrick Menefee, P.E., City Engineer

Date: August 13th, 2019

Subject: Discussion and consideration of approving and entering into a project agreement for Federal-aid Project Number STPG -255F (480) AG, State Job Number 33346(04), with the Oklahoma Department of Transportation to receive federal funds up to the amount of \$329,600.00 for the Midwest City: Striping Project at Various Locations.

The federal funds were granted through the ACOG STP-UZA funding program for federal fiscal year 2019. The project will re-mark paving lane striping throughout several areas of the city. This project will be funded by 100% federal funds. The city will not be required to contribute local funds to the project.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachments

**PROJECT AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MIDWEST CITY**

This Project Agreement (“Agreement”) is made by and between the Oklahoma Department of Transportation, hereinafter referred to as the “Department,” and the City of MIDWEST CITY, hereinafter referred to as the “City,” which may be referred to collectively as the “Parties,” for the following intents and purposes and subject to the following terms and conditions, to wit:

Project Type	Div	County	JP No	Project No.	Work Type	Description
CITY STREET	04	OKLAHOMA	33346(04)	STPG-255F(480)AG	PAVEMENT MARKING	MIDWEST CITY: STRIPING PROJECT AT VARIOUS LOCATIONS

W I T N E S S E T H

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the City has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the City assume certain financial responsibilities; and,

WHEREAS, the City is a municipal corporation and a charter city created and existing under the constitution and laws of the State of Oklahoma; and,

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the City and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the City, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of City funds in the future will be limited to appropriations and available revenues in the then current City fiscal year.

NOW THEREFORE, subject to the limitations hereinbefore described, the Department and the City do agree as follows:

1. The City requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the City and designated as **Federal-Aid Project STPG-255F(480)AG - State Job Number 33346(04)** and which consist of actual improvements as follows:

Project Type	Div	County	JP No	Project No.	Work Type	Description
CITY STREET	04	OKLAHOMA	33346(04)	STPG-255F(480)AG	PAVEMENT MARKING	MIDWEST CITY: STRIPING PROJECT AT VARIOUS LOCATIONS

2. The City has prepared, or caused to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The City agrees that the furnished plans are, at a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specifications for Highway Construction.
4. The City agrees that the Parties have entered into a separate “Right-of-Way, Public Utility and Encroachment Agreement,” which provides inter alia that the City is responsible for furnishing all right-of-way for this federal-aid project in compliance with 49 CFR Part 24, (Uniform Act), free and clear of all obstructions and encroachments; that the City shall, at its sole expense, maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescinding or abridging any portion of that agreement.
5. The City agrees to the location of the subject project and acknowledges receipt of and adopts the plans for said project as the official plans of the City for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the City affirmatively states that is has fully and completely examined these plans and does hereby warrant to the Department, the City’s complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.
6.
 - A. The City certifies that the project design plans comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The City shall be exclusively responsible for integrated ADA compliance planning for all City streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the City shall be included in the City’s comprehensive compliance plans.
 - B. The CITY agrees to comply with the **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.
7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of

Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. The City agrees to prohibit parking on that portion of the project within the corporate limits of the City, except as may be indicated in the plans or hereafter approved by agreement with the Department. The City further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
9. The City further agrees and warrants to the Department that, subsequent to the construction of said project, the City will:
 - a. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 1991 §§ 15-104- 15-106, and subject to the subject to agreement of the Department:
 - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the City to any other point other than that which is approved by the Department prior to such removal.
 - 2) In the event there is no mutually agreed location for the reinstallation, the City will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - a) In the event City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
 - b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof without the approval of the Department. It

shall be the responsibility of the City to notify the Department of any changes necessary to ensure safety to the traveling public.

- c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the City, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
- g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.

10. The City further agrees and warrants to the Department concerning sign and highway facility lighting:

- a. The City will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- b. Upon completion of the construction of said project, the City will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the City.
- d. The City agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the City to any point other than which is approved by the Department prior to such removal.

- f. In the event there is no mutually agreed location for reinstallation, the City will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
- 1) In the event the City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The City agrees, affirms and warrants to the Department that the City will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The City agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.”
13. The City agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
14. The Department and the City mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act, 51 O.S. §§ 151 et seq. The Department and the City hereby mutually agree that each is and may be held severally liable for any and all claims, demands and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
15. Based on an estimated total construction and assumed 6% contract administration cost of *One-Hundred-Eighty-Four-Thousand-Eight-Hundred-Twenty-Eight Dollars (\$184,828)*, the Department agrees that Federal-aid Surface Transportation Program funds, per authorization from ACOG, shall be requested to provide 100% of the participating project costs. Federal funds are currently estimated at *One-Hundred-Eighty-Four-Thousand-Eight-Hundred-Twenty-Eight Dollars (\$184,828)*. Federal participation is CAPPED at *Three-Hundred-Twenty-Nine-Thousand-Six-Hundred Dollars (\$329,600)*.
16. It is understood by the City and the Department that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs and non-participating costs

incurred during construction. The City will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the City will be deducted from the total cost and a refund will be made by the Department to the City or additional funding will be requested from the City. The City agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

17. It is understood by the City that no state funds are to be utilized in any phase or aspect of this project. Only City and federal funds are to be utilized.
18. Upon approval of this Agreement and the plans, specifications and estimates by the Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.
19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the City, provided that upon consultation with and agreement by the City, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The City shall have inspectors on the project site as the City determines necessary to ensure construction of the project to the satisfaction of the City and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the City's approved plans and specifications.
20. The City agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the City to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the City for its adjudged failure.
21. Failure by the City to fulfill its responsibilities under this Agreement will disqualify the City from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the City and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the City and the Department of this project, the City does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The City does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The City does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.

24. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
- a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
 - d. The Secretary determines that such termination is in the best interest of the State.

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IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the City has executed same pursuant to authority prescribed by law for the City.

The City, on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

The City of MIDWEST CITY,
an Oklahoma Municipal Corporation

Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to Form and Legality:

City Attorney

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer DATE

Director of Capital Programs DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENC
Patrick
CURRENT

COMPRE
Petya Stefanoff,
BUILDING IN
Christine Bra

Greg H

TO : Honorable Mayor and Council

FROM : Patrick Menefee, P.E., City Engineer

DATE : August 13th, 2019

SUBJECT : Discussion and consideration of supplementing the project agreement for Federal-aid Project Number STP-255B(461)AG, State Job Number 31548(04), with the Oklahoma Department of Transportation in the amount of \$184,239.39 to fund the Midwest City Reconstruction of S.E. 29th Street from Midwest Boulevard to Douglas Boulevard including the S.E. 29th Street Midwest Boulevard Intersection but not the Douglas Boulevard S.E. 29th Street intersection.

The following funds are needed in connection with the proposed construction of S.E. 29th Street from Midwest Boulevard to Douglas Boulevard. The preliminary estimate for the total project cost was \$3,730,000. After expansion of the project scope (mainly newer, more expensive traffic signal equipment) and after ODOT received bids for the project, the current project total cost is \$4,651,196.94. This project is still being funded by 80% federal funds, 20% local match. The city initially contributed \$746,000 to ODOT to cover construction costs. An additional \$184,239.39 is required as part of the 20% local match provision.

The invoice will be taken from the S.E. 29th Street Road Widening Project Account located in the Capital Outlay's 194 Downtown Redevelopment Fund.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make check PAYABLE, and MAIL TO:

**Oklahoma Department of Transportation
Comptroller Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204**

To: City of Midwest City

Department Invoice No 31548(04).02
June 24th, 2019

Project Type	Division	County	JP No	Project No.	Work Type	Description
CITY STREET	04	OKLAHOMA	31548(04)	STP-255B (461)AG	RECONSTRUCT NO ADDED LANES	MIDWEST CITY RECONST SE 29TH FR MIDWEST BLVD TO DOUGLAS BLVD INC SE 29TH/ MIDWEST BLVD INTERSEC BUT NOT SE 29TH & DOUGLAS.

Description – Explanation of Charge	Quantity	Price Each	Total
Due Date: <u>Upon Receipt</u>			
Total Estimated For Construction Cost Including Inspection Fees:			\$4,651,196.94
Less Federal Share			(\$3,720,957.55)
Less Sponsor Initial Deposit			(\$746,000.00)
Local Share Due			\$184,239.39
Accounting Use Only		Invoice Total	\$184,239.39

Distribution:

Town
Remit with Payment
Division Project File -- **Matt VanAuken**
Comptroller Division



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: August 13, 2019

RE: Discussion and consideration of approving entering into a Memorandum of Understanding with the Boys and Girls Clubs of Oklahoma County Inc. from August 1, 2019 to July 31, 2020 in an amount of \$75,000 for the operation of a club site at Steed Elementary School, located at 2118 Flannery Drive in Midwest City.

The attached agreement between Midwest City and the Boys and Girls Clubs of Oklahoma County Inc. provides for a club site at Steed Elementary School, for the 2019-20 school year. The program will operate after school until 6:00 p.m. and implement a summer program. The city's contribution represents approximately 40% of the program's operational costs.

The Steed site represents the first Boys and Girls Club in the Mid-Del School District after five years at Telstar Elementary School. Approximately 150 Midwest City youth will enjoy homework/tutoring, computer time, art, life skills, STEM activities, structured physical activities and healthy snacks. The cost to participating youth is a \$10 annual membership fee.

Also attached is a memorandum from Jane Sutter, Chief Executive Officer of Oklahoma County Boys and Girls Club, Inc. summarizing the 2018-19 program year and explaining the move from the Telstar Elementary location to Steed Elementary.

Staff recommends approval.

Terri L. Craft
Grants Manager

MEMORANDUM

Date: July 25, 2019
To: Mayor and Councilmembers, Midwest City
From: Jane Sutter, President & CEO of the Boys & Girls Clubs of Oklahoma County
Subject: Progress report for Telstar Boys & Girls Club, 2018-19

The Boys & Girls Clubs of Oklahoma County was honored to continue to serve Midwest City students who attended Telstar Elementary for the fifth year. With Unit Director Judith Lawler's leadership, we continued to provide a safe, positive place for Telstar students to be after school and through the month of June. Some of the accomplishments of the Club during the **school year** were:

- **Club Membership:** The Telstar BGC worked with 282 registered members over the course of the year, with an average daily attendance of 88 the first semester, and 120 the second semester.
- **Academic Success Indicators:** 100% of Club members passed to the next grade at the end of the year. Members who attended each day received at least 75 hours of homework help.
- **Good Character & Citizenship:** Led by the Torch Club (5th and 6th graders), Club members participated in community service activities including trash pick-up and delivery of Christmas and Valentine's Day cards to the nearby Senior Citizens' residence.
- **Healthy Lifestyles:** All Club members were included in 72 hours of fitness and athletic activities including basketball, soccer, flag football, STOMP and outdoor fun including time on the recently built KaBOOM! playground. We provided transportation for them to compete in organized sports with Boys & Girls Clubs members from other locations as well.
- **Science, Technology, Engineering & Math (STEM) Activities:** Tuesdays and Thursdays were STEM Days during which all Club members participated in activities such as pop bottle rockets, slime, volcanoes and much more.

During the **summer program** in the month of June, we were able to hold day-long Club experiences at the Lighthouse Baptist Church in Midwest City. (Oklahoma City Public Schools did not allow access to any of their school buildings this summer.) We provided a safe and positive place for over 70 Club members to spend their days, from 8:00a-6:00p. Fifteen members participated in Microsoft Camp for one of the weeks. Nearly all Club members were

able to join the Chess Club and receive special instruction by a BGC/Bank of Oklahoma Leadership Intern who is a Chess Master. Summer field trips included bowling, skating, movies, splash pad, paint n station, and Breakaway indoor playground. We are very appreciative of the opportunity to utilize Midwest City vans to assist in field trip transportation!

In addition, through their involvement with the Boys & Girls Club, 25 of the Telstar members received scholarships to attend a full-week residential Presbyterian Church Camp at Dwight Mission, near Vian, Oklahoma. Ms. Judith provided transportation to and from the Camp, and the kids loved the experience! The parents were very appreciative as well!

OKCPS PATHWAY TO GREATNESS

At the management level, much attention was given to the evolution of the Pathway to Greatness initiative (P2G) by Oklahoma City Public Schools. By January, 2019, it became clear that Telstar Elementary likely would be closed at the end of this school year, and that students who had been attending Telstar would be redirected to Rogers and Spencer Elementary Schools. The final school board decision was in March. We met and communicated with District leadership on multiple occasions to determine if there would be any possibility that we could continue to host a BGC in the Telstar building if the District would transport the students after school. That possibility hinged on multiple factors, the most significant of which was if they could identify an “anchor tenant” to serve the community out of the building and allow BGC to provide after school services in an identified section. Neither an anchor tenant nor a commitment to transport students materialized. The Pastor at the Lighthouse Baptist Church very kindly offered their facilities, but the transportation issue remained an insurmountable obstacle.

In the meantime, Mayor Dukes connected us with Dr. Rick Cobb, Superintendent of Mid-Del Schools. Dr. Cobb visited the Memorial Park Boys & Girls Club and the Telstar Club and has been very receptive to the idea of having a Club at Steed Elementary in Midwest City. We also met with Principal Patricia Tucker at the school, and she attended a Strategic Planning Committee of the BGC Board of Directors. The BGC board of directors agreed to form a relationship with Mid-Del Schools, given continued financial support from the City of Midwest City. An MOU between the Mid-Del School District and the Boys & Girls Clubs of Oklahoma County is attached.

Thank you for the opportunity to continue to serve your community’s children!



Memorandum of Understanding
Between
City of Midwest City
and
Boys and Girls Clubs of Oklahoma County, Inc.

This Memorandum of Understanding (MOU) is made this 13th day of August, 2019 by and between the City of Midwest City (the City") and the Boys and Girls Clubs of Oklahoma County, Inc., (BGCOKC), collectively referred to as "the parties."

The purpose of this MOU is to express and acknowledge the mutual understanding of the parties hereto and the City's decision to provide local funding totaling not more than seventy-five thousand dollars (\$75,000) to continue the investment in the community's youth through the provision of after school and summer program services by the Boys & Girls Club site located at Steed Elementary School, 2118 Flannery Drive, Midwest City, Oklahoma. This MOU shall be effective from August 1, 2019 through July 31, 2020 and may be renewed for successive one-year periods upon concurrence of both parties and availability of funding. The parties agree to the following terms and conditions as partners:

BOYS & GIRLS CLUBS OF OKLAHOMA COUNTY AGREES TO:

- Identify, solicit, recruit and train adequate staff for the Steed Boys & Girls Club Site, subjecting all employees to background check and drug testing
- Provide and manage programmatic activities including but not limited to development of policies, procedures and services consistent with the Boys & Girls Clubs of America (BGCA) approved programs
- Execute a MOU with the Mid Del Public School District to detail coordination and partnership in the operation and associated programming of the Steed Boys & Girls Club site for the 2019-20 school year
- Provide capacity to support enrollment of at least 150 Midwest City youth
- Provide a safe, healthy and enriching environment for youth to grow and develop
- Implement strategies to positively impact student achievement personally and academically
- Provide evidence of general liability insurance coverage
- Keep city staff informed of club programming, accomplishments and special events
- Prepare a year-end report on club impact results as outlined in the attached matrix

CITY OF MIDWEST CITY AGREES TO:

- Upon submittal of a copy of the approved MOU with the Mid Del Public School District and submittal of BGCOKC invoice, pay \$37,500 after execution of this MOU; and the remaining \$37,500 paid upon invoice submittal no earlier than January 1, 2020
- Assist in seeking compatible programs and resources to enhance the Boys and Girls Club Program in Midwest City
- Assist in publicity efforts, community outreach, and volunteer recruitment

In witness whereof, the parties hereto have caused this MOU to be executed this 13th day of August, 2019.

BOYS & GIRLS CLUBS OF OKLAHOMA COUNTY, INC.

CITY OF MIDWEST CITY

BY: Jane Sutter
Jane Sutter, President & CEO

BY: _____
Matthew D. Dukes, II, Mayor

ATTEST:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

To: Honorable Mayor and Council

From: Terri Craft, Grants Manager

Date: August 13, 2019

Subject: Discussion and consideration of reappointing Tammy Pote, Ward 2 and Elaine Winterink, Ward 6 appointees on the Citizens' Advisory Committee on Housing and Community Development for additional four-year terms.

The terms of Tammy Pote and Elaine Winterink will expire on August 12, 2019. Both wish to be considered for reappointment. Their new terms would expire 08/12/23.

The Citizens' Advisory Committee on Housing and Community Development meets on call 4 to 5 times a year. Members of the committee serve 4-year terms.

Staff recommends approval.

A handwritten signature in black ink that reads "Terri L. Craft". The signature is written in a cursive, flowing style.

Terri L. Craft
Grants Manager



Public Works Administration

R. Paul Streets, Director

pstreets@midwestcityok.org

8730 S. E. 15th Street,

Midwest City, Oklahoma 73110

O: 405-739-1061 / Fax: 405-739-1090

Memo

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: August 13, 2019

Subject: Discussion and consideration of declaring one (1) 2008 J.D. 757 A-Trak mower unit # 09-07-13 serial # TC075B067827, one (1) 2010 Ferris Z-Turn mower unit # 09-07-19 serial # 2013416365 and one (1) 2016 Stihl FS90R weedeater unit # 09-07-76 serial # 504597644 as surplus property and authorizing their disposal by sealed bid, public auction or by other means as necessary.

The equipment listed below has been removed from service and has no other operational value or application. We recommend declaring this equipment surplus property and authorize their disposal by sealed bid, public auction or by other means as necessary.

1. 2008 J.D. 757 Z-Trak mower unit # 09-07-13, serial #TC075B067827
2. 2010 Ferris Z-Turn mower unit # 09-07-19, serial #2013416365
3. 2016 Stihl FS90R weedeater unit # 09-07-76, serial #504597644

R. Paul Streets
Public Works Director



Economic Development Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1218
rcoleman@MidwestCityOK.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Director of Economic Development

DATE: August 9, 2019

SUBJECT: Discussion and consideration of accepting the filing of the Midwest City Urban Renewal Authority's FY 2018-2019 Annual Report.

At the August 1, 2019 Midwest City Urban Renewal Authority special meeting, the commissioners reviewed and approved the fiscal year 2018-19 report and directed that it be filed with you as required by Title 11, Section 38-107 of the Oklahoma Statutes. That report was filed in the City Clerk's office the same day and is on tonight's agenda for Council to accept its filing as a matter of record. A copy of the report is attached for your review.

Staff recommends approval.

A handwritten signature in black ink that reads "R. Coleman". The signature is written in a cursive style and is positioned above a horizontal line.

Robert B. Coleman
Director of Economic Development

Attachment

2018 – 2019 ANNUAL REPORT OF THE
MIDWEST CITY URBAN RENEWAL AUTHORITY

During the fiscal year 2018 – 2019, the Midwest City Urban Renewal Authority (“Authority”) did not resolve the pending litigation pertaining to its property, commonly referred to as Outparcel 10. This outparcel is located on South Air Depot Boulevard immediately south of Boeing Drive and immediately north of the Circle K convenience store. The Authority owns the property; however, the value of the property and the damages owed the previous owner due to the condemnation of the property have not yet been definitely determined. The attorney for the Plaintiffs is a sole proprietor who is reportedly too busy to work on this case.

Raising Cane’s Chicken Fingers, 2800 S Air Depot BL operates at the SE corner of Brett Drive and S Air Depot Boulevard. As of last December, Taco Bell has been operating at 150 Brett DR. Cane’s pays \$90,000 rent annually to STC IV and Taco Bell pays \$50,000. The with STC IV allows for an equal split of Participation Rent between STC IV and the Authority, but only after all expenses are paid.

It is unknown whether revenues will be realized from either lease or from any accrued interest until Grant Thorton has completed its annual audit of STC IV, which we have not received as of the time of this report. We will schedule another URA meeting once Staff has received and reviewed the aforementioned audit.

Attached to this report please find financial statements setting forth the Authority’s assets, liabilities, and fund balance as of June 30, 2019.



Steve Parrott, Chairman
Midwest City Urban Renewal Authority

MIDWEST CITY URBAN RENEWAL AUTHORITY
FINANCIAL INFORMATION

BALANCE SHEET

As of and for the Year Ended June 30, 2019

Assets

Cash	\$ 36,196.57
------	--------------

Liabilities

-

Fund Balance

\$ 36,196.57

**MIDWEST CITY URBAN RENEWAL AUTHORITY
FINANCIAL INFORMATION**

**Governmental Funds Statement of Changes in Fund Balances
As of and for the Year Ended June 30, 2019**

Revenue:

Investment Interest	\$ 1,128.19
Total Revenues	<u>1,128.19</u>

Expenditures:

Professional services	(10,000.00)
Land	(11,997.50)
Total Expenditures	<u>(21,997.50)</u>

Revenue over (under) expenditures (20,869.31)

Net change in fund balance (20,869.31)

Fund balance - beginning of year 57,065.88

Fund balance - ending of year \$ 36,196.57

201 URBAN RENEWAL AUTHORITY

DEBITS

CREDITS

ASSETS

101.00-00 CASH / GROSS REVENUE ACCOUNT

36,196.57

TOTAL ASSETS

36,196.57

LIABILITIES

TOTAL LIABILITIES

=====
.00

FUND EQUITY

245.00-00 EQUITY / RESERVED FOR ENCUMBRANCES
FUND BALANCE

2,526.50
33,670.07

TOTAL FUND EQUITY

=====
36,196.57

TOTAL LIABILITIES AND FUND EQUITY

36,196.57

City of Midwest City

FUND 201 URBAN RENEWAL AUTHORITY									
ACCOUNT	ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
03 06	SOONER TWN IV- PARTICIPAT	2,337	.00		28,000	.00		28,000	28,000.00
341	** GENERAL GOVERNMENT	2,337	.00		28,000	.00		28,000	28,000.00
340	*** CHARGES FOR SERVICES	2,337	.00		28,000	.00		28,000	28,000.00
360	INTEREST REVENUE								
361	INTEREST								
41 10	INVESTMENT INTEREST	101	52.69	52	1,190	1,128.19	95	1,190	61.81
361	** INTEREST	101	52.69	52	1,190	1,128.19	95	1,190	61.81
360	*** INTEREST REVENUE	101	52.69		1,190	1,128.19		1,190	61.81
390	TRANSERS IN								
391	OPERATING								
391	** OPERATING	0	.00		0	.00		0	.00
390	*** TRANSERS IN	0	.00		0	.00		0	.00
FUND TOTAL URBAN RENEWAL AUTHORITY		2,438	52.69		29,190	1,128.19		29,190	28,061.81
GRAND TOTAL		2,438	52.69		29,190	1,128.19		29,190	28,061.81

FUND 201 URBAN RENEWAL AUTHORITY			DEPT/DIV 9310 URBAN RENEWAL/URBAN RENEWAL						ANNUAL UNENCUMB. %			
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****						
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	BUDGET	BALANCE	BDGT
46		ECONOMIC DEVELOPMENT										
466		URA										
20		MATERIALS AND SUPPLIES										
20	41	SUPPLIES	30	.00	0	250	.00	0	.00	250	250.00	0
20	**	MATERIALS AND SUPPLIES	30	.00	0	250	.00	0	.00	250	250.00	0
30		OTHER SERVICES AND CHARGE										
30	44	ADMN/PROFESSIONAL SVCS	107-	10000.00	9346-	40000	10000.00	25	.00	40000	30000.00	25
30	51	OTHER GOVT EXPENSE	30	.00	0	250	.00	0	.00	250	250.00	0
30	**	OTHER SERVICES AND CHARGE	77-	10000.00	2987-	40250	10000.00	25	.00	40250	30250.00	25
40		CAPITAL OUTLAY										
40	09	LAND	13667	665.00	5	25000	11997.50	48	2526.50	25000	10476.00	58
40	**	CAPITAL OUTLAY	13667	665.00	5	25000	11997.50	48	2526.50	25000	10476.00	58
466	**	URA	13620	10665.00	78	65500	21997.50	34	2526.50	65500	40976.00	37
46	**	ECONOMIC DEVELOPMENT	13620	10665.00	78	65500	21997.50	34	2526.50	65500	40976.00	37
DIV	9310	TOTAL *****										
		URBAN RENEWAL	13620	10665.00	78	65500	21997.50	34	2526.50	65500	40976.00	37
DEPT	93	TOTAL *****										
		URBAN RENEWAL	13620	10665.00	78	65500	21997.50	34	2526.50	65500	40976.00	37
FUND	201	TOTAL *****										
		URBAN RENEWAL AUTHORITY	13620	10665.00	78	65500	21997.50	34	2526.50	65500	40976.00	37
GRAND		TOTAL *****										
			13620	10665.00	78	65500	21997.50	34	2526.50	65500	40976.00	37



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, 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: August 13, 2019

Subject: Plat Correction for the Turtlewood 6th Addition Final Plat to correct an error on the dimensions of Lot 12, Block 9 and Lot 26, Block 10 on the approved and recorded plat.

Dates of Hearing: City Council – August 13, 2019

Applicant: Chris Anderson, SMC

The applicant submitted a plat correction certificate to staff for review and approval by the City Council. The applicant has found errors regarding the lot width of Lot 12, Block 6 and Lot 26, Block 10 of the Turtlewood 6th Addition Final Plat. The filed and corrected exhibits showing the incorrect and corrected dimensions are attached.

Municipal Code Citation

Section 38-23(A) District Court Remedy

Any recorded Subdivision Plat which has been erroneously described on any record in the chain of title to said Plats, or are otherwise defective on their face may be corrected pursuant to the provisions of Section 41-115 of Title 11 of the Oklahoma Statutes, and Section 38-23 of Chapter 38 of the City of Midwest City's Ordinances.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

KG

SMC

our Civil Engineering Solution

Consulting Engineers, P.C.
815 West Main
Oklahoma City, OK 73106
405-232-7715
FAX 405-232-7859
www.smcokc.com

*Civil Engineering
Land Development
Storm Water Management*

Terence L. Haynes
Christopher D. Anderson
Muhammed A. Khan

July 12, 2019

Ms. Kellie Gilles,
Planning Manager
City of Midwest City
100 N. Midwest Blvd.
Midwest City, Oklahoma 73140

Re : Plat Correction
Turtlewood 6th Addition
Midwest City, Oklahoma
SMC#5405.06

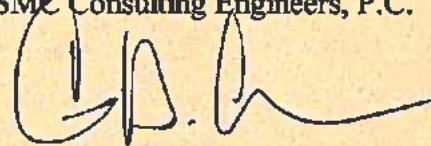
Dear Ms. Gilles,

Here are the documents for a Plat Correction at Turtlewood 6th Addition. There were dimensions on Lot 12, Block 9 and Lot 26, Block 10 that were incorrect. This includes the exhibits that show the "as filed" version and the "as corrected" version.

Please proceed with City Council approval.

Sincerely,

SMC Consulting Engineers, P.C.



Christopher D. Anderson, P.E.

c.c. Mo Sharifi
File

N:\DWGS\5405 - Turtlewood 2012\Turtlewood 6th Addition plans\Plat Correction\MWC Plat Correction -
Turtlewood 6 - 7-11-19.doc

CERTIFICATE OF REGISTERED LAND SURVEYOR
CORRECTION OF PLAT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

1. The undersigned, Doug R. Alford, the Licensed Land Surveyor who executed the subdivision plat of Turtlewood 6th, an addition to the City of Midwest City, Oklahoma, being a part of the S.E. ¼ of Section 7, Township 11 North, Range 1 West, of the Indian Meridian, certifies that said Plat was duly filed and recorded in Plat Book 77 of Plats, on Page 55 of the records in the office of the County Clerk of Oklahoma County, Oklahoma.

2. The surveyor hereby certifies that said instrument is being corrected to reflect the following changes;

The lot dimensions along the North line of Lot 12, Block 9, and the West line of Lot 26, Block 10 were incorrect

See Attachment "A" - Lot dimensions of Lot 12, Block 9, and Lot 26, Block 10 as filed
See Attachment "B" - Lot dimensions of Lot 12, Block 9, and Lot 26, Block 10 as corrected

This revision is hereby amended and corrected by the certificate pursuant to the provisions of Section 41-115 of Title 11 of the Oklahoma Statutes.

Dated this 12th day of July, 2019.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State, on this 12th day of July, 2019, personally appeared Doug R. Alford, 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 of office the day and year last above written.

My Commission Expires: 6-1-2023 Laura L Pons
Notary Public



Be it resolved by The Council of the City of Midwest City that the plat correction of Turtlewood 6th Addition, shown hereon is approved by the City of Midwest City, this _____ day of _____, 2019.

ATTEST: CITY OF MIDWEST CITY

City Clerk Mayor

Approved as to form only this _____ day of _____, 2019.

Municipal Counselor



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: August 13, 2019
Subject: Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, Section 1-15, Specific Penalty for Violations of Code; Establishing an Effective Date; and Providing for Repealer and Severability.

The amendments will clarify the addition of court costs to all violations in section 1-15, and changes the fine amount for section 27-44 from the three tier amounts so that each violation is fined at the highest amount.

The Midwest City Ordinance Review Committee and staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 1, GENERAL PROVISIONS, SECTION 1-15, SPECIFIC PENALTY FOR VIOLATIONS OF CODE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA;

SECTION 1. The Midwest City Municipal Code, Chapter 1, Section 1-15 is hereby amended to read as follows:

Section 1-15. – Specific penalty for violations of Code

The following table is adopted with regard to specific violations of this Code, including the maximum fine and imprisonment for each specific offense noted (court costs will also be charged for each offense):

Chapter	Section	Maximum Fine (\$)	Imprisonment
5	5-42(b)	200.00	10 days
	5-51	1,000.00	60 days
	5-90	200.00	
	5-90.1(a)	1,000.00	90 days
	5-91	200.00	
24	24-81 (a)	300.00	30 days
	24-81(b)	200.00	
	24-83	600.00	60 days
	24-84	300.00	
	24-88	800.00	60 days
	24-88.1	600.00	60 days
	24-88.2(c)(1)	800.00	60 days
	24-88.2(c)(2)	200.00	
	24-89	300.00	30 days
	24-90	600.00	60 days
	24-143	200.00	
	24-145	300.00	30 days
	24-203		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 Days
	Third and Subsequent Violations within the Calendar year,		

27	January 1 to December 31	500.00	30 days	
	All Nuisances, <u>Except 27-44</u>			
	First Violation	100.00	15 days	
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days	
	Third and Subsequent Violations within the Calendar year, January I to December 31	500.00	30 days	
28	<u>27-44</u>	<u>500.00</u>	<u>30 days</u>	
	28-8	800.00	60 days	
	28-9	800.00	60 days	
	28-25	100.00	30 days	
	28-40	300.00	30 days	
	28-41	750.00	60 days	
	28-43	600.00	60 days	
	28-54	300.00	30 days	
	28-57	600.00	60 days	
	28-57.1	600.00	60 days	
	28-58	450.00	30 days	
	28-60	450.00	30 days	
	28-61	450.00	30 days	
	28-62	450.00	30 days	
	28-75	600.00	60 days	
	28-86	750.00	60 days	
	28-86.1	750.00	60 days	
	28-90	750.00	60 days	
	28-90.1	600.00	60 days	
	28-104	750.00	60 days	
	28-122	500.00	30 days	
	28-123	500.00	30 days	
	28-124	750.00	60 days	
	28-125	300.00	30 days	
	28-127	500.00	60 days	
	28-128	800.00	60 days	
	28-133 (a)	800.00	60 days	
	28-133 (b)(3)			
		First and Second Offenses	100.00	
		Third and Subsequent Offenses	400.00	
	28-133 (b)(4)			
		First and Second Offenses	100.00	10 days
		Third and Subsequent Offenses	800.00	60 days

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after September 13, 2019.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 1, GENERAL PROVISIONS, SECTION 1-15, SPECIFIC PENALTY FOR VIOLATIONS OF CODE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA;

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Chapter	Section	Maximum Fine (\$)	Imprisonment
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	5-91	200.00	
24	24-81 (a)	300.00	30 days
	24-81(b)	200.00	
	24-83	600.00	60 days
	24-84	300.00	
	24-88	800.00	60 days
	24-88.1	600.00	60 days
	24-88.2(c)(1)	800.00	60 days
	24-88.2(c)(2)	200.00	
	24-89	300.00	30 days
	24-90	600.00	60 days
	24-143	200.00	
	24-145	300.00	30 days
	24-203		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year,		

27	January 1 to December 31	500.00	30 days	
	All Nuisances, Except 27-44			
	First Violation	100.00	15 days	
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days	
28	Third and Subsequent Violations within the Calendar year, January I to December 31	500.00	30 days	
	27-44	500.00	30 days	
	28-8	800.00	60 days	
	28-9	800.00	60 days	
	28-25	100.00	30 days	
	28-40	300.00	30 days	
	28-41	750.00	60 days	
	28-43	600.00	60 days	
	28-54	300.00	30 days	
	28-57	600.00	60 days	
	28-57.1	600.00	60 days	
	28-58	450.00	30 days	
	28-60	450.00	30 days	
	28-61	450.00	30 days	
	28-62	450.00	30 days	
	28-75	600.00	60 days	
	28-86	750.00	60 days	
	28-86.1	750.00	60 days	
	28-90	750.00	60 days	
	28-90.1	600.00	60 days	
	28-104	750.00	60 days	
	28-122	500.00	30 days	
	28-123	500.00	30 days	
	28-124	750.00	60 days	
	28-125	300.00	30 days	
	28-127	500.00	60 days	
	28-128	800.00	60 days	
	28-133 (a)	800.00	60 days	
	28-133 (b)(3)			
		First and Second Offenses	100.00	
		Third and Subsequent Offenses	400.00	
	28-133 (b)(4)			
	First and Second Offenses	100.00	10 days	
	Third and Subsequent Offenses	800.00	60 days	

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SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney



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 Council

FROM: Brandon Clabes, Chief of Police

DATE: August 13, 2019

SUBJECT: Discussion and consideration approving an ordinance amending The City of Midwest City Code, Chapter 24, Motor Vehicles and Traffic, Article I, In General, Section 24-1, Definitions, Article V, Stopping, Standing or Parking Division 1, Generally, Section 24-158, Prohibited in Specified Places and Division 4, Residential Parking, Section 24-201, Deleting Section 24-202 and 24-202.1; establishing an Effective Date; and Providing for Repealer and Severability.

The intent of these changes is to eliminate conflicting clauses regarding parking in residential zones, and address issues with blocking polycarts. Ordinance Review Committee recommends the above changes to Midwest City Municipal Code, Chapter 24.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Ordinances

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 24, MOTOR VEHICLES AND TRAFFIC, ARTICLE I, IN GENERAL, SECTION 24-1, DEFINITIONS; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA;

SECTION 1. The Midwest City Municipal Code, Chapter 24, Article 1, Section 24-1 is hereby to amended to read as follows:

Sec. 24-1. – Definitions.

- (a) The following words and phrases when used in this chapter shall have the meanings respectively ascribed to them:
- (1) *Alley*: Any narrow highway ordinarily located in the interior portion of platted blocks and ordinarily used for service or delivery purposes to the rear of stores, dwellings or buildings.
 - (2) *Authorized emergency vehicles*: Vehicles of fire departments, ambulances, county sheriff vehicles and police vehicles, including vehicles owned and operated by the United States Marshals Service and Federal Bureau of Investigation, or by any local organization for the civil defense as defined by Section 683.3 of Title 63 of the Oklahoma Statutes, are authorized emergency vehicles if such vehicles are equipped with sirens capable of giving audible signals as required by the provisions of Section 12-218 of Title 47 of the Oklahoma Statutes, and flashing red lights as authorized by the provisions of Section 12-218 of Title 47 of the Oklahoma Statutes.
 - (3) *Bicycle*: Every device propelled by human power upon which any person may ride, having two (2) tandem wheels either of which is more than twenty (20) inches in diameter.
 - (4) *Bus*: Every motor vehicle designed for carrying more than ten (10) passengers and used for the transportation of persons; and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.
 - (5) *Business district*: The territory contiguous to and including a highway when within any six hundred (600) feet along such highway there are buildings in use for business or industrial purposes, including but not limited to, hotels, banks or office buildings, railroad stations and public buildings which occupy at least three hundred (300) feet of frontage on one side or three hundred (300) feet collectively on both sides of the highway.
 - (6) *City manager*: The city manager of the City of Midwest City.
 - (7) *Controlled-access highway*: Every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may

be determined by the authority having jurisdiction over such highway, street or roadway.

- (8) *Crosswalk*: That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway; and shall also includes any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.
- (9) *Curb loading zone*: A space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.
- (10) *Director of traffic control*: A member of the police department designated by the city manager.
- (11) *Driver*: Every person who drives or is in actual physical control of a vehicle.
- (12) *Freight curb loading zone*: A space adjacent to a curb for the exclusive use of vehicles during the loading or unloading of freight.
- (13) *Highway or street*: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. The terms "street" and "highway" are synonymous and interchangeable.
- (14) *Implement of husbandry*: Every vehicle designed and adapted for agricultural, horticultural or livestock-raising operations or for lifting or carrying an implement of husbandry and in either case not subject to registration if used upon the highways. Farm wagon type tank trailers of not over one thousand two hundred (1,200) gallon capacity, used during the liquid fertilizer season as field storage "nurse tanks" supplying the fertilizer to a field applicator and moved on highways only for bringing the fertilizer from a local source of supply to farms or field or from one farm or field to another, shall be considered implements of husbandry for purposes of this chapter. Trailers or semitrailers owned by a person engaged in the business of farming and used exclusively for the purpose of transporting farm products to market or for the purpose of transporting to the farm material or things to be used thereon shall also be considered implements of husbandry for purposes of this chapter. Utility-type, all-terrain vehicles with a maximum curb weight of one thousand five hundred (1,500) pounds that are equipped with metal front or rear carrying racks when used for agricultural, horticultural or livestock raising operations shall be considered implements of husbandry for purposes of this chapter.
- (15) *Intersection*: The area embraced within the prolongation or connection of the lateral curblines or, if none, then the lateral boundary lines of the roadways of two (2) highways that join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict. Where a highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such

intersecting highway also includes two (2) roadways thirty (30) feet or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.

- (16) *Laned roadway*: A roadway that is divided into two (2) or more clearly marked lanes for vehicular traffic.
- (17) *Limit lines*: Boundaries of parking areas, loading zones, nontraffic areas and lines indicating the proper place for stopping where stops are required.
- (18) *Motor vehicle*: Any wheeled vehicle that is designed for self-propelled movement that is required to be licensed and registered under the provisions of the Oklahoma Vehicle License and Registration Act, including, but not limited to, automobiles, buses, trucks, tractors, campers and recreational vehicles but shall exclude implements of husbandry and personal assistive devices used by people whose mobility is impaired by illness, injury or disability such as motorized wheelchairs and scooters.
- (19) *Motorcycle*: Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding a tractor or a motorized bicycle.
- (20) *Motor-driven vehicle*: Every self-propelled vehicle that is not required to be licensed and registered under the provisions of the Oklahoma Vehicle License and Registration Act including, but not limited to, motor scooters, motor bikes, pocket bikes and other motorized toy vehicles but which shall exclude personal assistive devices used by people whose mobility is impaired by illness, injury or disability such as motorized wheelchairs and scooters.
- (21) *Nonmotorized vehicle*: Every device without motive power in, upon or by which any person or property is or may be transported or drawn upon a highway including implements of husbandry except devices moving by human power or used exclusively upon stationary rails or tracks.
- (22) *Official traffic-control devices*: All signs, barricades, signals, markings and devices not inconsistent with this chapter, placed or erected by the authority having jurisdiction, for the purpose of regulating, warning or guiding traffic.
- (23) *Park or parking*: Park or parking means the standing of a vehicle, whether occupied or not, otherwise than temporarily, for the purpose of and while actually engaged in loading or unloading merchandise materials or passengers.
- (24) *Pedestrian*: Any person afoot.
- (25) *Police officer*: Every officer of the police department and any other officer who is authorized to direct or regulate traffic or to make arrests for violation of traffic ordinances.
- (26) *Private road or driveway*: Every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

- (27) *Public parking lot*: Any parking lot adjoining a right-of-way dedicated to public use or owned by the state or a political subdivision thereof.
- (28) *Railroad*: A carrier of persons or property upon cars operated upon stationary rails.
- (29) *Railroad train*: A steam, diesel, electric or other type of engine, with or without cars coupled thereto, operated upon rails, except streetcars.
- (30) *Right-of-way*: The privilege of the immediate use of the roadway.
- (31) *Roadway*: That portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two (2) or more separate roadways, the term "roadway" as used herein shall refer to any such roadway separately but not to all such roadways collectively.
- (32) *Safety zone*: The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.
- (33) *School zone*: Any street or highway or portion thereof officially designated and marked as a school zone.
- (34) *Shoulder*: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.
- (35) *Sidewalk*: That portion of a street between the curblines, or the lateral lines of a roadway, and the adjacent property lines intended for use of pedestrians.
- (36) *Stand* or *standing*: The halting of a vehicle, whether occupied or not, otherwise than for the purpose of and while actually engaged in receiving or discharging passengers.
- (37) *Stop*: When required means complete cessation from movement.
- (38) *Stop* or *stopping*: When prohibited means any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.
- (39) *Through highway*: Every highway or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield the right-of-way to vehicles on such through highway in obedience to either a stop sign or a yield sign, when such signs are erected as provided in this chapter.
- (40) *Traffic*: Pedestrians, ridden or herded animals, vehicles and other conveyances, either singly or together, while using any highway for purposes of travel.
- (41) *Traffic-control signal*: Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.
- (42) *Traffic division*: The traffic division of the police department or, in the event a traffic division is not established, then such term whenever used herein shall be deemed to refer to the police department.

(43) *Trailer*: Every vehicle with or without motive power designed for being drawn by a motor vehicle, whether or not attached to one. Every vehicular device without motive power designed to carry or haul property, to include but not limited to, trash, refuse, vegetation, dirt, or rock, and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

(44) *Vehicle*: Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks; provided, however, the definition of "vehicle" as used in this chapter shall not include implements of husbandry.

(b) Whenever any words and phrases used in this chapter are not defined herein but are defined in the Oklahoma Statutes regulating the operation of vehicles, any such definitions therein shall be deemed to apply to such words and phrases used in this chapter. In addition to the excise tax of two (2) percent levied upon gross proceeds or gross receipts derived from all sales taxable under Section 40-23 of the Midwest City Sales Tax Ordinance, an excise tax in the additional amount of forty-five hundredths (0.45) of one percent is hereby levied upon the gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code as defined by 68 O.S. Section 1354, as it may be amended from time to time, and subject to the provisions of Sections 40-25 through 40-38 of the Midwest City Code.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after September 13, 2019.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 24, MOTOR VEHICLES AND TRAFFIC, ARTICLE I, IN GENERAL, SECTION 24-1, DEFINITIONS; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA;

SECTION 1. The Midwest City Municipal Code, Chapter 24, Article 1, Section 24-1 is hereby to amended to read as follows:

Sec. 24-1. – Definitions.

- (a) The following words and phrases when used in this chapter shall have the meanings respectively ascribed to them:
- (1) *Alley*: Any narrow highway ordinarily located in the interior portion of platted blocks and ordinarily used for service or delivery purposes to the rear of stores, dwellings or buildings.
 - (2) *Authorized emergency vehicles*: Vehicles of fire departments, ambulances, county sheriff vehicles and police vehicles, including vehicles owned and operated by the United States Marshals Service and Federal Bureau of Investigation, or by any local organization for the civil defense as defined by Section 683.3 of Title 63 of the Oklahoma Statutes, are authorized emergency vehicles if such vehicles are equipped with sirens capable of giving audible signals as required by the provisions of Section 12-218 of Title 47 of the Oklahoma Statutes, and flashing red lights as authorized by the provisions of Section 12-218 of Title 47 of the Oklahoma Statutes.
 - (3) *Bicycle*: Every device propelled by human power upon which any person may ride, having two (2) tandem wheels either of which is more than twenty (20) inches in diameter.
 - (4) *Bus*: Every motor vehicle designed for carrying more than ten (10) passengers and used for the transportation of persons; and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.
 - (5) *Business district*: The territory contiguous to and including a highway when within any six hundred (600) feet along such highway there are buildings in use for business or industrial purposes, including but not limited to, hotels, banks or office buildings, railroad stations and public buildings which occupy at least three hundred (300) feet of frontage on one side or three hundred (300) feet collectively on both sides of the highway.
 - (6) *City manager*: The city manager of the City of Midwest City.
 - (7) *Controlled-access highway*: Every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may

be determined by the authority having jurisdiction over such highway, street or roadway.

- (8) *Crosswalk*: That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway; and shall also includes any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.
- (9) *Curb loading zone*: A space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.
- (10) *Director of traffic control*: A member of the police department designated by the city manager.
- (11) *Driver*: Every person who drives or is in actual physical control of a vehicle.
- (12) *Freight curb loading zone*: A space adjacent to a curb for the exclusive use of vehicles during the loading or unloading of freight.
- (13) *Highway or street*: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. The terms "street" and "highway" are synonymous and interchangeable.
- (14) *Implement of husbandry*: Every vehicle designed and adapted for agricultural, horticultural or livestock-raising operations or for lifting or carrying an implement of husbandry and in either case not subject to registration if used upon the highways. Farm wagon type tank trailers of not over one thousand two hundred (1,200) gallon capacity, used during the liquid fertilizer season as field storage "nurse tanks" supplying the fertilizer to a field applicator and moved on highways only for bringing the fertilizer from a local source of supply to farms or field or from one farm or field to another, shall be considered implements of husbandry for purposes of this chapter. Trailers or semitrailers owned by a person engaged in the business of farming and used exclusively for the purpose of transporting farm products to market or for the purpose of transporting to the farm material or things to be used thereon shall also be considered implements of husbandry for purposes of this chapter. Utility-type, all-terrain vehicles with a maximum curb weight of one thousand five hundred (1,500) pounds that are equipped with metal front or rear carrying racks when used for agricultural, horticultural or livestock raising operations shall be considered implements of husbandry for purposes of this chapter.
- (15) *Intersection*: The area embraced within the prolongation or connection of the lateral curblines or, if none, then the lateral boundary lines of the roadways of two (2) highways that join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict. Where a highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such

intersecting highway also includes two (2) roadways thirty (30) feet or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.

- (16) *Laned roadway*: A roadway that is divided into two (2) or more clearly marked lanes for vehicular traffic.
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- (18) *Motor vehicle*: Any wheeled vehicle that is designed for self-propelled movement that is required to be licensed and registered under the provisions of the Oklahoma Vehicle License and Registration Act.
- (19) *Motorcycle*: Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding a tractor or a motorized bicycle.
- (20) *Motor-driven vehicle*: Every self-propelled vehicle that is not required to be licensed and registered under the provisions of the Oklahoma Vehicle License and Registration Act including, but not limited to, motor scooters, motor bikes, pocket bikes and other motorized toy vehicles but which shall exclude personal assistive devices used by people whose mobility is impaired by illness, injury or disability such as motorized wheelchairs and scooters.
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- (22) *Official traffic-control devices*: All signs, barricades, signals, markings and devices not inconsistent with this chapter, placed or erected by the authority having jurisdiction, for the purpose of regulating, warning or guiding traffic.
- (23) *Park or parking*: Park or parking means the standing of a vehicle, whether occupied or not, otherwise than temporarily, for the purpose of and while actually engaged in loading or unloading materials or passengers.
- (24) *Pedestrian*: Any person afoot.
- (25) *Police officer*: Every officer of the police department and any other officer who is authorized to direct or regulate traffic or to make arrests for violation of traffic ordinances.
- (26) *Private road or driveway*: Every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.
- (27) *Public parking lot*: Any parking lot adjoining a right-of-way dedicated to public use or owned by the state or a political subdivision thereof.
- (28) *Railroad*: A carrier of persons or property upon cars operated upon stationary rails.

- (29) *Railroad train*: A steam, diesel, electric or other type of engine, with or without cars coupled thereto, operated upon rails, except streetcars.
- (30) *Right-of-way*: The privilege of the immediate use of the roadway.
- (31) *Roadway*: That portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two (2) or more separate roadways, the term "roadway" as used herein shall refer to any such roadway separately but not to all such roadways collectively.
- (32) *Safety zone*: The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.
- (33) *School zone*: Any street or highway or portion thereof officially designated and marked as a school zone.
- (34) *Shoulder*: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.
- (35) *Sidewalk*: That portion of a street between the curblines, or the lateral lines of a roadway, and the adjacent property lines intended for use of pedestrians.
- (36) *Stand or standing*: The halting of a vehicle, whether occupied or not, otherwise than for the purpose of and while actually engaged in receiving or discharging passengers.
- (37) *Stop*: When required means complete cessation from movement.
- (38) *Stop or stopping*: When prohibited means any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.
- (39) *Through highway*: Every highway or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield the right-of-way to vehicles on such through highway in obedience to either a stop sign or a yield sign, when such signs are erected as provided in this chapter.
- (40) *Traffic*: Pedestrians, ridden or herded animals, vehicles and other conveyances, either singly or together, while using any highway for purposes of travel.
- (41) *Traffic-control signal*: Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.
- (42) *Traffic division*: The traffic division of the police department or, in the event a traffic division is not established, then such term whenever used herein shall be deemed to refer to the police department.
- (43) *Trailer*: Every vehicle with or without motive power designed for being drawn by a motor vehicle, whether or not attached to one.

(44) *Vehicle*: Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks; provided, however, the definition of "vehicle" as used in this chapter shall not include implements of husbandry.

- (b) Whenever any words and phrases used in this chapter are not defined herein but are defined in the Oklahoma Statutes regulating the operation of vehicles, any such definitions therein shall be deemed to apply to such words and phrases used in this chapter. In addition to the excise tax of two (2) percent levied upon gross proceeds or gross receipts derived from all sales taxable under Section 40-23 of the Midwest City Sales Tax Ordinance, an excise tax in the additional amount of forty-five hundredths (0.45) of one percent is hereby levied upon the gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code as defined by 68 O.S. Section 1354, as it may be amended from time to time, and subject to the provisions of Sections 40-25 through 40-38 of the Midwest City Code.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after September 13, 2019.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 24, MOTOR VEHICLES AND TRAFFIC, ARTICLE V, STOPPING, STANDING OR PARKING, DIVISION 1, GENERALLY, SECTION 24-158, PROHIBITED IN SPECIFIED PLACES; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA;

SECTION 1. The Midwest City Municipal Code, Chapter 24, Article V, Section 24-158 is hereby amended to read as follows:

Sec. 24-158. - Prohibited in specified places.

- (a) No person shall stop, stand or park a vehicle at any time in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with law or ordinance or the directions of a police officer or traffic-control device:
- (1) On a sidewalk;
 - (2) In front of a public or private driveway;
 - (3) Within an intersection;
 - (4) Within fifteen (15) feet of a fire hydrant;
 - (5) On a crosswalk;
 - (6) Within fifty (50) feet of any intersection;
 - (7) Within fifty (50) feet upon the approach to any flashing beacon, stop sign or traffic-control signal located at the side of a roadway;
 - (8) Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the city indicates a different length by signs or markings;
 - (9) Within fifty (50) feet of the nearest rail of a railroad crossing;
 - (10) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of the entrance when properly signposted;
 - (11) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 - (12) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - (13) Upon any bridge or other elevated structure upon a highway or within a highway underpass;
 - (14) At any place where official signs prohibit stopping, standing or parking;
 - (15) On any street parking or planting strip;

(16) No vehicle shall be parked in a manner in a parking lot in a way so as to block access to trash dumpsters. The area required for access shall be indicated on the dumpster so affected. The area so designated shall be a tow-away zone.

(17) Within fifteen (15) feet of a mailbox, 8:00 a.m. to 5:00 p.m., except Sundays and holidays.

(18) Within five (5) feet of a city issued polycart, when it is legally placed in the street or right-of-way within a distance of five (5) feet from either side of a driveway; for the purposes of sanitation pickup.

(b) No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb such distance as is unlawful.

~~(c) No person shall park or leave standing in one place any trailer or nonmotorized vehicle upon a street or highway in excess of twenty-four (24) hours.~~

~~(d) No commercial vehicle in excess of two (2) axles shall be parked on any street right of way except for the purpose of delivering or picking up material or merchandise or performing a service call. Moving vans actively being used at the time for the purpose of loading or unloading of household goods are excluded from this paragraph (d).~~

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the ____ day of _____, 2019.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the 13 day of September, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 24, MOTOR VEHICLES AND TRAFFIC, ARTICLE V, STOPPING, STANDING OR PARKING, DIVISION 1, GENERALLY, SECTION 24-158, PROHIBITED IN SPECIFIED PLACES; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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SECTION 1. The Midwest City Municipal Code, Chapter 24, Article V, Section 24-158 is hereby amended to read as follows:

Sec. 24-158. - Prohibited in specified places.

- (a) No person shall stop, stand or park a vehicle at any time in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with law or ordinance or the directions of a police officer or traffic-control device:
- (1) On a sidewalk;
 - (2) In front of a public or private driveway;
 - (3) Within an intersection;
 - (4) Within fifteen (15) feet of a fire hydrant;
 - (5) On a crosswalk;
 - (6) Within fifty (50) feet of any intersection;
 - (7) Within fifty (50) feet upon the approach to any flashing beacon, stop sign or traffic-control signal located at the side of a roadway;
 - (8) Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the city indicates a different length by signs or markings;
 - (9) Within fifty (50) feet of the nearest rail of a railroad crossing;
 - (10) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of the entrance when properly signposted;
 - (11) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 - (12) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - (13) Upon any bridge or other elevated structure upon a highway or within a highway underpass;
 - (14) At any place where official signs prohibit stopping, standing or parking;
 - (15) On any street parking or planting strip;

- (16) No vehicle shall be parked in a manner in a parking lot in a way so as to block access to trash dumpsters. The area required for access shall be indicated on the dumpster so affected. The area so designated shall be a tow-away zone.
 - (17) Within fifteen (15) feet of a mailbox, 8:00 a.m. to 5:00 p.m., except Sundays and holidays.
 - (18) Within five (5) feet of a city issued polycart, when it is legally placed in the street or right-of-way within a distance of five (5) feet from either side of a driveway for the purposes of sanitation pickup.
- (b) No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb such distance as is unlawful.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the 13 day of September, 2019.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 24, MOTOR VEHICLES AND TRAFFIC, ARTICLE V, STOPPING, STANDING OR PARKING, DIVISION 4, ~~RESIDENTIAL PARKING, SECTION 24-201, STORAGE AND PARKING OF COMMERCIAL VEHICLES, RECREATIONAL VEHICLES, MANUFACTURED HOMES AND IMPLEMENT OF HUSBANDRY~~ PARKING OF TRAILERS, PROPERTY AND LARGE OR HAZMAT VEHICLES; DELETING SECTION 24-202, LATE NIGHT PARKING PROHIBITED; AND DELETING SECTION 24.202.1, OPENING PARKING OR STORAGE OF COMMERCIAL VEHICLES; PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA;

SECTION 1. The Midwest City Municipal Code, Chapter 24, Article V, Division 4, Title is hereby amended to read as follows:

DIVISION 4. - ~~RESIDENTIAL PARKING~~

SECTION 2. The Midwest City Municipal Code, Chapter 24, Article V, Division 4, Section 24-201 is hereby to amended to read as follows:

Sec. 24-201. - Parking of Trailers, Property and Large or Hazmat Vehicles.~~Storage and parking of commercial vehicles, recreational vehicles, manufactured homes and implement of husbandry.~~

- (a) No motor vehicle of a length of twenty-two feet (22') or more or having more than two axles, or trailer shall be parked or left standing on any city street, at any time except for the active loading or unloading of persons or materials, and only when not in violation of any other ordinance.
 - (b) No vehicle requiring hazardous material markings or placards shall be parked, left standing, or stored in any residential area.
 - (c) No property other than a motor vehicle may be kept on any city street. City issued polycarts and traffic control devices, when not in violation of any other ordinance, shall not apply.
 - (d) All vehicles under this section, when parked or stored, shall be located a minimum of one thousand (1,000) feet from any residentially zoned property or any property used for residential purposes; and
- ~~(a) Oversized vehicles, trailers and/or equipment shall not be parked upon any street or public roadway in an area zoned residential or primarily zoned residential, between the hours of 9:00 p.m. and 6:00 a.m.~~
- ~~(1) For purposes of this section, "oversized vehicles" shall be defined as any motorized vehicle, regardless of capacity, which:~~
- ~~a. Exceeds an overall length of thirty (30) feet;~~

- ~~b.— Is provided with more than two (2) axles;~~
- ~~e.— Is a commercial tractor which has the capability of hauling a commercial trailer;~~
- ~~d.— Restricts the safe and unimpeded flow of traffic upon the roadway; or~~
- ~~e.— Impedes the ingress and egress of any neighboring driveway.~~

~~This section shall not apply to temporary parking to load or unload such oversized vehicle when making a delivery to a residence by a commercial carrier.~~

- ~~(2) For purposes of this section, a trailer shall be defined as any vehicle having at least one (1) axle, regardless of capacity, used in conjunction with a commercial use vehicle, regardless of whether the trailer is attached to a towing vehicle and regardless of whether the trailer bears a state issued tag. An exception shall be applied to the limited placement of a trailer along the curb of an owner's owned residential premises for a period not to exceed seventy two (72) hours, or during a reasonable time necessary for an owner to maintain or conduct repairs to the residential premises at his own residence, provided such limited parking is not in violation of any other applicable ordinance and there is no impediment to the normal flow of traffic.~~
 - ~~(3) For purposes of this section, "equipment" shall be defined as any vehicle having at least one (1) axle bearing equipment and a power plant to operate during the operation of a business or enterprise and which requires the transport by a towing vehicle. This term shall be applied regardless of whether or not the equipment requires a state tag. This term shall also include, but not be limited to, portable generators, welding machines, roofing pots, wood chippers or shredders, or other powered devices serving a primary business or commercial use. It shall also apply regardless of whether or not the commercial use equipment is attached to a towing vehicle at the time.~~
 - ~~(4) This section shall not apply to parking in a residential driveway or residential garage by an owner of such residence for his or her owned, leased or business required commercial use vehicle, trailer or commercial use equipment, providing such parking or storage is not in violation of any other applicable ordinance. This section shall also not be applied to vehicles, trailers or equipment bearing a tag issued to local, state or government agencies.~~
 - ~~(5) In no case shall any vehicle used for hauling explosive, gasoline or liquefied petroleum products be permitted.~~
- ~~(e)~~ Recreational vehicles, which specifically includes, but is not limited to, motorized homes, camping trailers, pick-up campers, travel trailers, boats and boat trailers, shall not be parked or stored on any lot occupied by a dwelling or any lot in any residential district except in accordance with the following provisions:
- (1) Recreational vehicles shall be stored in the rear yard of a residential lot whenever reasonable access to said rear yard is available. Recreational vehicles may be stored in the front yard of a residence provided that no portion of the vehicle(s) extends over or into the street right-of-way. A wood or cyclone fence is not considered as denying reasonable access.

- ~~(2) Recreational vehicles shall not be parked or stored in any street right-of-way except for purpose of loading and unloading and then not for a period to exceed twenty-four (24) hours. Pick-up campers that are in use daily shall be exempted from this requirement.~~
- (23) No recreational vehicle shall be stored in the front or side yard of a residence or a residential lot in a manner that would constitute a traffic hazard or would, in any way, obstruct vision within the "sight triangle" of a corner lot.
- (34) It shall be unlawful and an offense, and in no instance shall a recreational vehicle, either parked or stored, be occupied either permanently or temporarily except under the following conditions:
- a. The lot on which the occupied recreational vehicle is located must be within the boundaries designated on the attached map; and
 - b. A person occupying the recreational vehicle must obtain a special revocable permit from the city. Such permit will only be issued in conjunction with a building permit to repair or reconstruct a permanent residence on the lot on which the occupied recreational vehicle is located. Such permit shall, under no circumstances, be valid for more than nine (9) months from the date of issuance and the permit holder must renew the permit every ninety (90) days that it is in effect. Such permit shall be immediately revoked upon a finding by the city manager that:
 1. Continuous progress is no longer being made toward the repair or reconstruction of the permanent residence on the lot on which the occupied recreational vehicle is located; or
 2. Repair or reconstruction of the permanent residence on the lot on which the occupied recreational vehicle is located is completed;
 3. That any of the provisions of this Code are being violated.
 - c. The city must have reviewed and approved a site plan indicating the location of the occupied recreational vehicle upon the property and how public utilities will be provided to the occupied recreational vehicle; and
 - d. The occupied recreational vehicle shall be connected to a water supply in a manner approved by the city; and
 - e. The occupied recreational vehicle must be the type known as "fully self-contained" and must be connected to a sewer system in a manner approved by the city; and
 - f. The occupied recreational vehicle shall be connected to an electrical source in a manner approved by the city; and
 - g. The occupied recreational vehicle shall not be connected, either permanently or temporarily, to a natural gas source other than the propane tanks normally affixed to recreational vehicles; and
 - h. The occupied recreational vehicle shall only be located on a concrete pad approved by the city; and

- i. The occupied recreational vehicle, if located on a corner lot, shall not be placed within the sight triangle of the two (2) intersecting streets; and
- j. There must be continuous progress toward the repair or reconstruction of the permanent residence on the lot on which the occupied recreational vehicle is located.

(~~efe~~) Manufactured homes shall be parked or stored only in conformance with the ordinances of the City of Midwest City.

(~~fgd~~) Implement of husbandry: Every vehicle designed and adapted exclusively for agricultural, horticultural or livestock raising operations or for lifting or carrying an implement of husbandry and in either case not subject to registration if used upon the highways. Farm wagon-type tank trailers of not over one thousand two hundred-gallon capacity, used during the fertilizer to a field applicator and moved on highway only for bringing the fertilizer from a local source of supply to farms or fields or from one (1) farm or field to another, shall be considered implements of husbandry for purposes of this chapter. Trailers or semitrailers owned by a person engaged in the business of farming and used exclusively for the purpose of transporting to the farm materials or things to be used thereon shall also be considered implements of husbandry for purposes of this chapter.

An implement of husbandry shall not be parked or stored on any lot occupied by a dwelling or any lot in any residential district except in accordance with the following provisions:

(1) At no time shall an implement of husbandry be stored nearer than twenty-five (25) feet to the front, side, or rear of property lines unless stored within an approved storage building as per Midwest City Codes.

~~(2) An implement of husbandry shall not be parked or stored in any street right-of-way except for the purpose of loading and unloading and then not for a period to exceed twenty four (24) hours.~~

SECTION 3. The Midwest City Municipal Code, Chapter 24, Article V, Division 4, Section 24-202 is hereby deleted.

~~Sec. 24 202. Late night parking prohibited.~~

~~No person shall park a truck or trailer which exceeds one (1) ton or more rated capacity in any residentially zoned area between the hours of 9:00 p.m. and 6:00 a.m. of any day.~~

SECTION 4. The Midwest City Municipal Code, Chapter 24, Article V, Division 4, Section 24-202.1 is hereby deleted.

~~Sec. 24 202.1. Open parking or storage of commercial vehicles; penalty.~~

~~(a) Open parking or storage of commercial vehicles rated at over one and one half ton capacity, shall be permitted only under the following conditions:~~

~~(1) Such parking or storage shall only be permitted on commercially or industrially zoned properties;~~

~~(2) All vehicles under this section shall have a current tag and be properly registered and licensed within its state of origin;~~

- ~~(3) All vehicles under this section, when parked or stored, shall be located a minimum of one thousand (1,000) feet from any residentially zoned property or any property used for residential purposes; and~~
- ~~(4) All vehicles under this section shall be parked or stored only on an improved (asphalt or concrete) surface and where access to and from such location is designed for commercial traffic.~~
- ~~(b) Trucks and/or trailers parking on property that is under the same ownership of the vehicle or those parked on property being serviced by the vehicle are exempted from this section.~~
- ~~(c) The registered owner and/or operator violating the provisions of this section shall be guilty of an offense. Each date that any violation hereof continues to exist or is maintained shall be and constitutes a separate offense. Penalties as prescribed under section 1-8 of this Code shall apply for each such offense. In addition to the above penalty, should a violation continue for a period in excess of three (3) consecutive days, the subject vehicle shall be towed at the expense of the registered owner and/or operator and impounded by the city pursuant to section 24-43 et seq. of this Code.~~

SECTION 5. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the 13 day of September, 2019.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 24, MOTOR VEHICLES AND TRAFFIC, ARTICLE V, STOPPING, STANDING OR PARKING, DIVISION 4, PARKING, SECTION 24-201, PARKING OF TRAILERS, PROPERTY AND LARGE OR HAZMAT VEHICLES; DELETING SECTION 24-202, LATE NIGHT PARKING PROHIBITED; AND DELETING SECTION 24.202.1, OPENING PARKING OR STORAGE OF COMMERCIAL VEHICLES; PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA;

SECTION 1. The Midwest City Municipal Code, Chapter 24, Article V, Division 4, Title is hereby amended to read as follows:

DIVISION 4. - PARKING

SECTION 2. The Midwest City Municipal Code, Chapter 24, Article V, Division 4, Section 24-201 is hereby to amended to read as follows:

Sec. 24-201. - Parking of Trailers, Property and Large or Hazmat Vehicles.

- (a) No motor vehicle of a length of twenty-two feet (22') or more or having more than two axles, or trailer shall be parked or left standing on any city street, at any time except for the active loading or unloading of persons or materials, and only when not in violation of any other ordinance.
- (b) No vehicle requiring hazardous material markings or placards shall be parked, left standing, or stored in any residential area.
- (c) No property other than a motor vehicle may be kept on any city street. City issued polycarts and traffic control devices, when not in violation of any other ordinance, shall not apply.
- (d) All vehicles under this section, when parked or stored, shall be located a minimum of one thousand (1,000) feet from any residentially zoned property or any property used for residential purposes; and
- (e) Recreational vehicles, which specifically includes, but is not limited to, motorized homes, camping trailers, pick-up campers, travel trailers, boats and boat trailers, shall not be parked or stored on any lot occupied by a dwelling or any lot in any residential district except in accordance with the following provisions:
 - (1) Recreational vehicles shall be stored in the rear yard of a residential lot whenever reasonable access to said rear yard is available. Recreational vehicles may be stored in the front yard of a residence provided that no portion of the vehicle(s) extends over or into the street right-of-way. A wood or cyclone fence is not considered as denying reasonable access.

- (2) No recreational vehicle shall be stored in the front or side yard of a residence or a residential lot in a manner that would constitute a traffic hazard or would, in any way, obstruct vision within the "sight triangle" of a corner lot.
- (3) It shall be unlawful and an offense, and in no instance shall a recreational vehicle, either parked or stored, be occupied either permanently or temporarily except under the following conditions:
- a. The lot on which the occupied recreational vehicle is located must be within the boundaries designated on the attached map; and
 - b. A person occupying the recreational vehicle must obtain a special revocable permit from the city. Such permit will only be issued in conjunction with a building permit to repair or reconstruct a permanent residence on the lot on which the occupied recreational vehicle is located. Such permit shall, under no circumstances, be valid for more than nine (9) months from the date of issuance and the permit holder must renew the permit every ninety (90) days that it is in effect. Such permit shall be immediately revoked upon a finding by the city manager that:
 1. Continuous progress is no longer being made toward the repair or reconstruction of the permanent residence on the lot on which the occupied recreational vehicle is located; or
 2. Repair or reconstruction of the permanent residence on the lot on which the occupied recreational vehicle is located is completed;
 3. That any of the provisions of this Code are being violated.
 - c. The city must have reviewed and approved a site plan indicating the location of the occupied recreational vehicle upon the property and how public utilities will be provided to the occupied recreational vehicle; and
 - d. The occupied recreational vehicle shall be connected to a water supply in a manner approved by the city; and
 - e. The occupied recreational vehicle must be the type known as "fully self-contained" and must be connected to a sewer system in a manner approved by the city; and
 - f. The occupied recreational vehicle shall be connected to an electrical source in a manner approved by the city; and
 - g. The occupied recreational vehicle shall not be connected, either permanently or temporarily, to a natural gas source other than the propane tanks normally affixed to recreational vehicles; and
 - h. The occupied recreational vehicle shall only be located on a concrete pad approved by the city; and
 - i. The occupied recreational vehicle, if located on a corner lot, shall not be placed within the sight triangle of the two (2) intersecting streets; and
 - j. There must be continuous progress toward the repair or reconstruction of the permanent residence on the lot on which the occupied recreational vehicle is located.

- (f) Manufactured homes shall be parked or stored only in conformance with the ordinances of the City of Midwest City.
- (g) Implement of husbandry: Every vehicle designed and adapted exclusively for agricultural, horticultural or livestock raising operations or for lifting or carrying an implement of husbandry and in either case not subject to registration if used upon the highways. Farm wagon-type tank trailers of not over one thousand two hundred-gallon capacity, used during the fertilizer to a field applicator and moved on highway only for bringing the fertilizer from a local source of supply to farms or fields or from one (1) farm or field to another, shall be considered implements of husbandry for purposes of this chapter. Trailers or semitrailers owned by a person engaged in the business of farming and used exclusively for the purpose of transporting to the farm materials or things to be used thereon shall also be considered implements of husbandry for purposes of this chapter.

An implement of husbandry shall not be parked or stored on any lot occupied by a dwelling or any lot in any residential district except in accordance with the following provision:

- (1) At no time shall an implement of husbandry be stored nearer than twenty-five (25) feet to the front, side, or rear of property lines unless stored within an approved storage building as per Midwest City Codes.

SECTION 3. The Midwest City Municipal Code, Chapter 24, Article V, Division 4, Section 24-202 is hereby deleted.

SECTION 4. The Midwest City Municipal Code, Chapter 24, Article V, Division 4, Section 24-202.1 is hereby deleted.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the 13 day of September, 2019.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney



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: August 13, 2019

Subject: Discussion And Consideration Of An Ordinance Amending The Midwest City Municipal Code, Chapter 27, Nuisances, Article 1, In General, Section 27-6, Remedies Against A Public Nuisance; Article IV, Abandoned Wrecked, Dismantled Or Inoperative Vehicles, Section 27-61, Storing, Parking Or Leaving Junked Or Inoperable Motor Vehicle, Declared A Nuisance; Section 27-62, Penalties; Establishing An Effective Date; And Providing For Repealer And Severability.

The amendments will clarify the policy of contracting and writing citations in section 27-6, removing an exemption for “black tags” in section 27-61, and changing section 27-62 to match the new fine amounts outlined in section 1-15.

The Midwest City Ordinance Review Committee and staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 27, NUISANCES, ARTICLE 1, IN GENERAL, SECTION 27-6, REMEDIES AGAINST A PUBLIC NUISANCE; ARTICLE IV, ABANDONED WRECKED, DISMANTELD OR INOPERATIVE VEHICLES, SECTION 27-61, STORING, PARKING OR LEAVING JUNKED OR INOPERABLE MOTOR VEHICLE, DECLARED A NUISANCE; SECTION 27-62, PENALTIES; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA;

SECTION 1. The Midwest City Municipal Code, Chapter 27, Section 27-6 is hereby amended to read as follows:

Sec. 27-6. - Remedies against a public nuisance.

The remedies against a public nuisance are:

- (1) Prosecution on complaint before the municipal court; [and/or](#)
- (2) Prosecution on information or indictment before another appropriate court; [and/or](#)
- (3) Civil action; [and/or](#)
- (4) Abatement:
 - a. By person injured by the nuisance as provided in 50 O.S. § 12.
 - b. By the city in accordance with this Code or other law.

SECTION 2. The Midwest City Municipal Code, Chapter 27, Section 27-61 is hereby amended to read as follows:

Sec. 27-61. - Storing, parking or leaving junked or inoperable motor vehicle, declared a nuisance.

- (a) Except as otherwise provided for in other regulations, no junked, inoperable or currently unlicensed motor vehicle shall be parked, kept or stored on any residential premises, and no vehicle shall at anytime be in a state of major disassembly, disrepair or in the process of being scrapped or dismantled. Painting of vehicles at any residence is prohibited unless conducted inside an appropriate and approved spray booth.
- (b) A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed

and approved for such work purpose, or in any commercial repair facility conducting business within the city, including repair garages, salvage yard and similar business establishments.

~~(e) This section shall not be applied to vehicles to which display "black tags" issued by the State of Oklahoma for vehicles which are not operated on public roadways, provided that such vehicle is stored on the property of the owner of such vehicle.~~

~~(c)~~(d) The presence of a junked, inoperable vehicle, or motor vehicle parts on public or private property in the city is hereby declared a nuisance, which may be abated as such in accordance with [section 27-8](#) of this Code.

SECTION 3. The Midwest City Municipal Code, Chapter 27, Section 27-62 is hereby amended to read as follows:

Sec. 27-62. - Penalties.

Any person convicted of violating any section of this article, in addition to abatement, may be fined ~~an amount up to two hundred dollars (\$200.00), plus court costs~~ [as set out in section 1-15](#). Each day that a violation continues after the first violation shall be deemed a separate offense.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in force and effect on and after September 13, 2019.

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 20__.

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 27, NUISANCES, ARTICLE 1, IN GENERAL, SECTION 27-6, REMEDIES AGAINST A PUBLIC NUISANCE; ARTICLE IV, ABANDONED WRECKED, DISMANTELD OR INOPERATIVE VEHICLES, SECTION 27-61, STORING, PARKING OR LEAVING JUNKED OR INOPERABLE MOTOR VEHICLE, DECLARED A NUISANCE; SECTION 27-62, PENALTIES; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA;

SECTION 1. The Midwest City Municipal Code, Chapter 27, Section 27-6 is hereby amended to read as follows:

Sec. 27-6. - Remedies against a public nuisance.

The remedies against a public nuisance are:

- (1) Prosecution on complaint before the municipal court; and/or
- (2) Prosecution on information or indictment before another appropriate court; and/or
- (3) Civil action; and/or
- (4) Abatement:
 - a. By person injured by the nuisance as provided in 50 O.S. § 12.
 - b. By the city in accordance with this Code or other law.

SECTION 2. The Midwest City Municipal Code, Chapter 27, Section 27-61 is hereby amended to read as follows:

Sec. 27-61. - Storing, parking or leaving junked or inoperable motor vehicle, declared a nuisance.

- (a) Except as otherwise provided for in other regulations, no junked, inoperable or currently unlicensed motor vehicle shall be parked, kept or stored on any residential premises, and no vehicle shall at anytime be in a state of major disassembly, disrepair or in the process of being scrapped or dismantled. Painting of vehicles at any residence is prohibited unless conducted inside an appropriate and approved spray booth.
- (b) A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed

and approved for such work purpose, or in any commercial repair facility conducting business within the city, including repair garages, salvage yard and similar business establishments.

- (c) The presence of a junked, inoperable vehicle, or motor vehicle parts on public or private property in the city is hereby declared a nuisance, which may be abated as such in accordance with section 27-8 of this Code.

SECTION 3. The Midwest City Municipal Code, Chapter 27, Section 27-62 is hereby amended to read as follows:

Sec. 27-62. - Penalties.

Any person convicted of violating any section of this article, in addition to abatement, may be fined as set out in section 1-15. Each day that a violation continues after the first violation shall be deemed a separate offense.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in force and effect on and after September 13, 2019.

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 20__.

HEATHER POOLE, City Attorney



City Attorney
100 N. Midwest Blvd.
Midwest City, Ok 73110
Office: 405.739.1203
Fax: 405.869.8680

TO: Honorable Mayor and City Council Members

FROM: Heather Poole, City Attorney

DATE: August 13, 2019

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 25, Municipal Court, Article III, Jury Trials, Sections 25-85, Defendant's Election Generally, Section 25-86, Change of Defendant's Election and 25-96, Jury Term to be set by Presiding Judge; Providing for Repealer and Severability.

These ordinance changes address the fact that the City does not have enough jury trial requests to accommodate the jury sessions set out in the ordinance; the time period within which the Defendant can be taxed the costs of empaneling a jury if they change their request for a jury trial; and when the pre-trial conference will be held.

Ordinance Oversight Council Committee and Staff recommends approval.

Respectfully,

Heather Poole
City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 25, MUNICIPAL COURT, ARTICLE III, JURY TRIALS, SECTIONS 25-85, DEFENDANT'S ELECTION GENERALLY, 25-86, CHANGE OF DEFENDANT'S ELECTION AND 25-96, JURY TERM TO BE SET BY PRESIDING JUDGE; PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THAT:

SECTION 1. The Midwest City Municipal Code, Chapter 25, Municipal Court, Article III, Jury Trials, Sections 25-85, 25-86, 25-96 are hereby amended to reads as follows:

Sec. 25-85. - Defendant's election generally.

At arraignment, the defendant shall be advised of his right to demand a jury trial where such charges indicate the defendant's right to have a trial by jury. His election shall be recorded in the minutes of the arraignment and entered on the docket of the court respecting proceedings in the case. A pre-trial conference shall be held ~~on the first Monday of the month~~ within a month of when which the jury trial docket is to be set to be heard. If the defendant or his attorney fail to appear for the pre-trial conference for any inexcusable reason, the trial of the matter will be withdrawn from the jury docket and henceforth tried to the judge;

Sec. 25-86. - Change of defendant's election.

An election waiving jury trial, made at arraignment, may be changed by the defendant at any time prior to ~~or during~~ the time the pre-trial conference is held. In the event a jury trial is waived subsequent to the matter being set for jury trial, a defendant may not thereafter be permitted to demand a subsequent jury trial, and any further trial of the matter will be tried before the court without jury. In the event a jury trial is waived at or after a pre-trial conference, the judge of the court shall have the right to tax as cost any administrative fee associated with empaneling, issuing summons and mail costs associated with the ~~impanelment~~ empanelment of a jury for such matter;

Sec. 25-96. – Jury term to be set by ~~presiding~~ judge.

The ~~presiding~~ judge assigned to the case shall set the time and dates for each jury trial ~~term, which shall be no less than two (2) terms during each calendar year, or where a jury trial shall be deemed necessary and special set by the presiding judge.~~ Each jury trial will be placed on the docket by the court clerk ~~on the next available jury trial docket or at least one hundred eighty~~ eightyninety (189) days out from the date the jury trial is requested by a defendant or his attorney of record and in such order as determined by the judge who will preside over the jury trial or trials on the scheduled docket, but no less more than one hundred and eighty (180) days from when the trial was requested.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City,

Oklahoma, this _____ day of _____, 2019.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 25, MUNICIPAL COURT, ARTICLE III, JURY TRIALS, SECTIONS 25-85, DEFENDANT’S ELECTION GENERALLY, 25-86, CHANGE OF DEFENDANT’S ELECTION AND 25-96, JURY TERM TO BE SET BY JUDGE; PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THAT:

SECTION 1. The Midwest City Municipal Code, Chapter 25, Municipal Court, Article III, Jury Trials, Sections 25-85, 25-86, 25-96 are hereby amended to reads as follows:

Sec. 25-85. - Defendant's election generally.

At arraignment, the defendant shall be advised of his right to demand a jury trial where such charges indicate the defendant's right to have a trial by jury. His election shall be recorded in the minutes of the arraignment and entered on the docket of the court respecting proceedings in the case. A pre-trial conference shall be held within a month of when the jury trial is set to be heard. If the defendant or his attorney fail to appear for the pre-trial conference for any inexcusable reason, the trial of the matter will be withdrawn from the jury docket and henceforth tried to the judge;

Sec. 25-86. - Change of defendant's election.

An election waiving jury trial, made at arraignment, may be changed by the defendant at any time prior to the time the pre-trial conference is held. In the event a jury trial is waived subsequent to the matter being set for jury trial, a defendant may not thereafter be permitted to demand a subsequent jury trial, and any further trial of the matter will be tried before the court without jury. In the event a jury trial is waived at or after a pre-trial conference, the judge of the court shall have the right to tax as cost any administrative fee associated with empaneling, issuing summons and mail costs associated with the empanelment of a jury for such matter;

Sec. 25-96. – Jury term to be set by judge.

The judge assigned to the case shall set the time and dates for each jury trial. Each jury trial will be placed on the docket by the court clerk at least ninety (90) days out from the date the jury trial is requested by a defendant or his attorney of record and in such order as determined by the judge who will preside over the jury trial or trials on the scheduled docket, but no more than one hundred and eighty (180) days from when the trial was requested.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City,

Oklahoma, this _____ day of _____, 2019.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney



Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: August 13, 2019

SUBJECT: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 16, Food and Food Handlers, Article I, In General, Section 16-2, Food Service Sanitation Manual; establishing an effective date; and providing for repealer and severability.

The approval and passage of the ordinance is needed to update to the current Food Code Manual of the US Public Health Service, Food and Drug Administration. This item will bring us up to date per Federal and State Law.

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 16, FOOD AND FOOD HANDLERS, ARTICLE I, IN GENERAL, SECTION 16-2, FOOD SERVICE SANIATION MANUAL; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THAT:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 16, Article I, Section 16-2, is hereby amended to reads as follows:

Sec. 16-2. - Food service sanitation manual.

- (a) The definitions, inspection of food service establishments, the issuance, suspension and revocation of permits to operate food service establishments, the prohibiting of the sale of adulterated or mishandled food or drink; and the enforcement of this article shall be regulated in accordance with the ~~1976 Food Service Sanitation~~Current Food Code Manual of the U.S. ~~Department of Health, Education and Welfare, No. FDA 78-2084~~Public Health Service, Food and Drug Administration, at least one (1) copy of which is on file in the office of the city clerk and available at www.fda.gov. Such publication is hereby adopted by reference as if set out at length in this Code.
- (b) The words "municipality of _____ " in such publication shall be understood to refer to the City of Midwest City.
- (c) In such Code any parenthetical phrases referring to grading shall be deleted.
in any single collection event.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the ____ day of _____, 2019

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 16, FOOD AND FOOD HANDLERS, ARTICLE I, IN GENERAL, SECTION 16-2, FOOD SERVICE SANIATION MANUAL; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THAT:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 16, Article I, Section 16-2, is hereby amended to reads as follows:

Sec. 16-2. - Food service sanitation manual.

- (a) The definitions, inspection of food service establishments, the issuance, suspension and revocation of permits to operate food service establishments, the prohibiting of the sale of adulterated or mishandled food or drink; and the enforcement of this article shall be regulated in accordance with the Current Food Code Manual of the U.S. Public Health Service, Food and Drug Administration, at least one (1) copy of which is on file in the office of the city clerk and available at www.fda.gov. Such publication is hereby adopted by reference as if set out at length in this Code.
- (b) The words "municipality of _____ " in such publication shall be understood to refer to the City of Midwest City.
- (c) In such Code any parenthetical phrases referring to grading shall be deleted.
in any single collection event.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after the ____ day of _____, 2019

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney



City Attorney
100 N. Midwest Blvd.
Midwest City, Ok 73110
Office: 405.739.1203
Fax: 405.869.8680

TO: Honorable Mayor and City Council Members

FROM: Heather Poole, City Attorney

DATE: August 13, 2019

SUBJECT: Discussion and consideration of an agreement between Mid-Del Youth and Family Center, Inc. (Mid-Del) and the City of Midwest City (City) for Emergency Youth Shelter, Counseling, Juvenile Diversionary Program, Training/Consultation and Community Education and Domestic Violence Advocacy/Counseling Services provided by Mid-Del in exchange for \$50,000 payment by City.

Mid-Del Youth and Family Center, Inc. (Mid-Del) has provided the above services, with a priority given to the City, for decades and the City has provided support through facilities and payments. Mid-Del is no longer leasing property from the City but is still in need of the \$50,000 from the City.

Staff recommends approval.

Respectfully,

Heather Poole
City Attorney

MIDWEST CITY AND MID-DEL YOUTH AND FAMILY CENTER AGREEMENT
FY 2019-2020

This agreement dated on the _____ day of _____, 2019 is by and between the City of Midwest City Oklahoma, hereinafter called "City" and Mid-Del Youth and Family Center, Inc., hereinafter called "Mid-Del".

1. In consideration of this agreement, the City agrees to pay the sum of \$50,000, half of which will be submitted by invoice at the beginning of the fiscal year and the other half being submitted by invoice at the middle of the fiscal year.
2. Mid-Del shall furnish to the City the services listed as follows:
 - (A) Emergency Youth Shelter
 - (B) Counseling
 - (C) Juvenile Diversionary Program
 - (D) Training/Consultation and community education
 - (E) Domestic Violence Advocacy/Counseling
3. Mid-Del shall also give priority to City for crisis intervention, information/referral services and Substance Abuse Education for the Municipal Court. If a fee is assessed for said services, then that fee shall only be payable by the said client receiving said services and Mid-Del agrees no claim shall be made to City for providing said service. A chart of said services and fees, if any, shall be submitted to the City with said invoices.
4. This agreement shall be effective from July 1, 2019 through June 30, 2020 and may be renewed for successive one-year periods upon 30 days written notice in advance of the termination date and accepted by the other party.
5. This agreement may be terminated by either party during the primary term or any extension thereto by written notice mailed by certified mail, return receipt requested, at least 90 days prior to the proposed termination date. Date of mailing shall be the date of notice. The addresses for such notifications are:

City Manager, City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110

Executive Director, Mid-Del Youth & Family Center, Inc.
2801 Parklawn Drive, Suite 201
Midwest City, OK 73110

6. This agreement constitutes the entire agreement between the parties relating to the services and consideration. his agreement is not modifiable by either party. This agreement shall only be amended by a written document properly executed by both parties.

Dated this _____ day of _____, 2019.

Mid-Del Youth and Family Center, Inc.

(printed name) President of the Board

(Signature) President of the Board

Attest:

Darla
Cheek, Executive Director

Approved by the City Council of Midwest City, Oklahoma on August 13, 2019.

Matthew D. Dukes, II, Mayor

Tim Lyon, City Manager

Attest: _____ Sara
Hancock, City Clerk

Approved as to form and legality this 13th day of August, 2019.

Heather Poole, City Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





City Attorney
100 N. Midwest Blvd.
Midwest City, Ok 73110
Office: 405.739.1203
Fax: 405.869.8680

TO: Honorable Mayor and City Council Members

FROM: Heather Poole, City Attorney

DATE: August 13, 2019

SUBJECT: Executive Session for the purpose of discussion of confidential communications between between a public body and its attorney concerning a pending investigation, claim, or action pursuant to Title 25 O.S. Section 307 (B) (4).

This session is to discuss ongoing litigation pending in Oklahoma County and options regarding upcoming actions in that case. Appropriate materials will be provided to council during the session.

Action to be at discretion of council.

Respectfully,

Heather Poole
City Attorney



MUNICIPAL AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City YouTube Channel.



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



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



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



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA
City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

August 13, 2019 - 6:01 PM

A. CALL TO ORDER.

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

1. Discussion and consideration of approving the minutes of the July 23, 2019 meeting, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: FF&E Reserve Fund, revenue/Transfers In (00) \$314,381; expenses / Hotel/Conf. Center (40) \$314,381. Capital Improvements Revenue Bond Fund, expenses/ Transfers Out (00) \$314,381. (Finance - C. Barron)
3. Discussion and consideration of approving and entering into a Facility Lease Contract with the Midwest City Branch YMCA for the use of Doug Hunt Softball Complex located in Joe B. Barnes Regional Park to organize and run youth flag/tackle football. The Facility Lease Contract is a five (5) year agreement from July 1, 2019 through June 30, 2024. (Parks and Recreation - F. Gilles)
4. Discussion and consideration of declaring 2 full sized used mattresses and box springs surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (City Manager - T. Lyon)
5. Discussion and consideration of declaring the various items of property listed below as surplus and authorizing their disposal by public auction. (City Manager - T. Lyon)
6. Discussion and consideration of declaring unit # 41-03-19, one 2003 Heil front-loading refuse body mounted on a 2003 Peterbilt model 320 truck chassis from the Sanitation Department, surplus property and authorizing its disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)

C. DISCUSSION ITEMS.

1. Discussion and Consideration passing and approving an ordinance authorizing the sale of a 2010 Bridgeport Unit #41-03-24, property with a value of more than \$10,000.00, as required by Article IV; Section 4 of the Midwest City Charter; and Providing for Repealer and Severability. (Public Works - R. Paul Streets)

- 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

July 23, 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 8:24 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 except item five, as submitted, seconded by Eads. 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 July 9, 2019 meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Capital Drainage Improvements Fund, expenses/Drainage Improvements (72) \$68,990. Stormwater Fund, expense/Stormwater (061) \$35,200. Capital Water Improvements Fund, expenses/Capital Water Improvements (49) \$665,000. Construction Loan Payment Fund, expenses/Water (42) \$1,590,418. Sewer Construction Fund, expenses/Sewer Construction (46) \$9,603. Utility Services Fund, expenses/Utility Services (50) \$5,246. Capital Sewer Improvements Fund, expenses/Sewer Improvements (44) \$48,875. Utilities Capital Outlay Fund, expenses/Utility Services (50) \$396,390. Sanitation Fund, expenses /Sanitation (41) \$342,405. Water Fund, expenses/Water (42) \$323,936. Wastewater Fund, expenses/Wastewater (43) \$10,586. FF&E Reserve Fund, expenses/Hotel/Conf Center (40) \$252,061.
3. Discussion and consideration of passing and approving Resolution MA2019-03 for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2019 to be made available for fiscal year 2019-2020; and amending the budget for fiscal year 2019-2020 to include the released appropriations from the fiscal year 2018-2019 budgets as supplemental appropriations; and, effective July 1, 2019, renewing encumbrance commitments canceled at the close of day June 30, 2019.
4. 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 June 30, 2019.
5. **Discussion and consideration of renewing a contract, with 2% CPI increase for FY 19-20 with Republic Services compactors and roll offs hauling services. In FY 18-19 \$240,640.16 was encumbered for hauling services with Republic Services and \$257,000.00 was budgeted for FY 19-20.** Eads made a motion to renew the contract, as submitted, seconded by Reed. 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.

At 8:29 PM, Allen made a motion to recess the meeting, seconded by Eads. Voting aye: Eads, Byrne, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Bowen. Motion carried.

EXECUTIVE SESSION.

1. Discussion and consideration of 1) Entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) In open session, approving and entering into a Contract for Sale with Sooner Investment, Inc, trustee or assigns to sell ± .8 acres of land more or less located at 5633 Tinker Diagonal (a/k/a a Part of the Southwest Quarter of the Northwest Quarter of Section 9, Township 11N, Range 2 West, I.M.) for approximately \$4.30 per square foot for a total cost of \$150,000; and 3) Authorizing the Buyer to take all actions necessary or appropriate for amending the zoning and/or platting the described property.

At 8:37 PM, Allen made a motion to return to the Municipal Authority and enter into executive session, seconded by Eads. Voting aye: Eads, Byrne, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Bowen. Motion carried.

At 8:54 PM, Byrne made a motion to return to open session and authorize the Buyer to take action as appropriate, seconded by Eads. Voting aye: Eads, Byrne, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Bowen. Motion carried.

ADJOURNMENT.

There being no further business, Chairman Dukes closed the meeting at 8:54 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

cbarron@midwestcity.org

Office: 405-739-1245

www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, City Treasurer/Finance Director

DATE: August 13, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: FF&E Reserve Fund, revenue/Transfers In (00) \$314,381; expenses/Hotel/Conf Center (40) \$314,381. Capital Improvements Revenue Bond Fund, expenses/Transfers Out (00) \$314,381.

The supplements are needed to transfer bond proceeds from Capital Improvements Revenue Bond Fund to FF&E Reserve fund for hotel renovation design plans and associated expenses.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS

August 13, 2019

Fund FF&E RESERVE (196)		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	314,381			
40	Hotel/Conf Center			314,381	
		314,381	0	314,381	0
Explanation:					
To budget hotel renovation design and associated expenses. Funding to come from transfer in of bond proceeds from Capital Improvement Revenue Bond Fund.					

Fund CAPITAL IMPROVEMENT REVENUE BOND (250)		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 Out			314,381	
		0	0	314,381	0
Explanation:					
To budget transfer out of bond proceeds to FF&E Reserve Fund for hotel renovation design and associated expenses. Funding to come from fund balance (bond proceeds received in previous fiscal year).					



www.midwestcityok.org

Assistant City Manager
Vaughn Sullivan

vsullivan@midwestcityok.org

100 N. Midwest Blvd.

Midwest City, Oklahoma 73110

O: 405-739-1207 /Fax: 405-739-1208

Memorandum

To: Honorable Chairman and Trustees
Midwest City Municipal Authority

From: Vaughn K. Sullivan, Assistant City Manger

Date: August 13, 2019

Subject: Discussion and consideration of approving and entering into a Facility Lease Contract with the Midwest City Branch YMCA for the use of Doug Hunt Softball Complex located in Joe B. Barnes Regional Park to organize and run youth flag/tackle football. The Facility Lease Contract is a five (5) year agreement from July 1, 2019 through June 30, 2024.

On Tuesday, May 28, 2019, Parks and Recreation Department received one response from the Midwest City Branch YMCA to a request for proposal associated with providing youth football in Midwest City.

Formerly the little league football program was hosted at Tel-Star North Football Complex. In order to bring back little league football to Midwest City and to streamline maintenance efforts, together the Midwest City YMCA and City Staff thought that Doug Hunt Softball Complex would be a good location for little league football. The Midwest City Branch YMCA and City Staff have worked together to provide terms for youth flag football/tackle football at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park.

This contract would provide for a five (5) year lease, from July 1, 2019 to June 30, 2024, with the Midwest City Branch YMCA for use of the softball fields and facilities located at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park. The contract spells out the terms and conditions associated with the use of the facility to provide quality youth football programing and facility usage.

Staff recommends approval of this contract.

Vaughn K. Sullivan
Assistant City Manager

Attachment: Facility Lease Agreement

FACILITY LEASE CONTRACT
City of Midwest City Parks and Recreation Department

This contract is made this _____ day of _____, 2019, by and between the YMCA of Greater Oklahoma City through its Midwest City Branch (hereinafter Sponsor) and the Midwest City Municipal Authority, a public trust, (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner agrees to allow Sponsor to conduct the following activities at the listed locations:

Flag/Tackle Football Program – Doug Hunt Softball Complex
Gate Collection - Doug Hunt Softball Complex

To accomplish this, Owner agrees to furnish and permit Sponsor to utilize the following:

Storage buildings and ball fields at Doug Hunt Softball Complex (collectively, the facilities).

2. Owner agrees to lease the facilities for a term commencing on the 1st day of July, 2019, and ending on the 30th day of June, 2024, with a requirement that the Sponsor renew the Contract on an annual basis during that time period. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date (June 30). Written notice shall be provided at the following contact addresses:

OWNER	SPONSOR
Director of Parks and Recreation	YMCA of Greater Oklahoma City
City of Midwest City	Midwest City YMCA Branch
100 N. Midwest Blvd.	2817N. Wood Crest Dr.
Midwest City, OK 73110	Midwest City Ok, 73110
Or pstreets@midwestcityok.org	Or ASanford@ymcaokc.org

3. If Sponsor's organization dissolves, then the transfer of assets to the Owner will be limited to those acquired for the express purpose of operation of this program. If Sponsor decides to terminate this contract, then after all outstanding liabilities on any improvements, maintenance or program costs have been satisfied, Sponsor and Owner will divide equally all remaining assets which Owner will then use solely for

the benefit of a youth football program in Midwest City.

4. Sponsor agrees not to conduct any activities other than those authorized by paragraph 1 of this contract without prior written approval of Owner.
5. Sponsor agrees to furnish Owner with an annual statement of income and expenses and balance sheet. The annual statement of income and expenses and balance sheet must be in accordance to the City of Midwest City Finance Director's standards. Those statements are due prior to August 1st of each calendar year (fiscal 7/1 - 6/30). Failure of Sponsor to timely comply or cooperate with such terms shall be deemed a material breach of this contract.
6. Sponsor agrees to establish a cash management system that will assure the accuracy of all monies being received, including gate, concession, etc.
7. Sponsor agrees to utilize the facilities only for their intended purposes and in accordance with provisions of this contract and the services contract between the City of Midwest City and the Greater YMCA of Oklahoma.
8. Sponsor agrees to indemnify and hold Owner harmless for all subcontracts and subleases entered into in furtherance of this contract and that all subcontracts or subleases entered into in furtherance of this contract shall be subject to the conditions of this contract.
9. Owner or Sponsor shall not make any improvements without prior written approval by the other party's representative. This is not intended to cover day to day maintenance and repair of the facilities. Any structure affixed by Sponsor to the facilities shall be deemed a fixture and become a part of Owner's property.
10. Sponsor agrees that all improvements will comply with applicable Midwest City building codes.
11. If any default or breach of any covenant of this lease by Sponsor is not responded to within ten (10) days and corrected within thirty (30) days after Owner has provided written notice of such default or breach by certified mail Owner may at its option terminate this contract. **In the event the problem is a matter involving the possibility of immediate danger to life, health or safety, the problem must be corrected immediately.**
12. All notices required or options granted under the terms of this contract shall be given or exercised in writing and shall be sent by certified mail with return receipt

requested. The effective date of such notice or option shall be the date on which it is deposited in a post office of the United States Postal Department.

13. Sponsor agrees that it is wholly responsible for the conduct of Sponsor's agents servants and employees, and Sponsor shall assume all responsibility for providing General Liability Insurance of at least the statutory amounts (\$25,000.00 Property Damage, \$100,000.00 Personal Injury per Claimant to a maximum of 10 Claimants or \$1,000,000.00) as found in Title 51, Oklahoma Statutes, Sections 151-171; Worker's Compensation Insurance; Unemployment Insurance and any other coverage of any sort required by any applicable local, state or federal law. Sponsor agrees to indemnify and hold Owner harmless for any and all acts or omissions of its agents, servants, employees or any other persons invited onto the facilities by Sponsor. Sponsor must furnish Owner with a Certificate of Insurance, listing Owner as an additional insured, that covers the dates and terms of this contract. Certificate is due prior to the effective date of this contract and subsequent renewal dates. Failure of the Sponsor to keep the required insurance policies in force and effect during the seasons described in this Agreement and during any extension hereof, shall constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further action of the Owner, and with no notice to the Sponsor being required.
14. The Sponsor will require any subcontractors it may engage to maintain, at all times, while performing work on the premises, the insurance as set forth above, naming the Owner as additional insured.
15. Sponsor expressly agrees that all of its agents, servants, employees, ballplayers and/or persons admitted to Sponsor's activities shall be insured against loss or injury resulting from the activities described herein. Sponsor expressly covenants to indemnify and hold Owner harmless from any claim whatsoever which may arise from Sponsor's activities of any sort which may be conducted at or on the facilities, whether or not such activity is expressly provided for in this contract.
16. Sponsor agrees not to discriminate against anyone based on race, color, creed, national origin, gender, religion or handicap; and further agrees to comply with all local, state and federal laws, rules, regulations and/or directives to indemnify and hold Owner harmless against any claims arising out of Sponsor's failure to comply.
17. Sponsor agrees to indemnify and hold Owner harmless against any claims whatsoever arising out of any claimed negligence, carelessness or intentional act of Sponsor or Sponsor's agents, servants, employees or other persons Sponsor invited to participate in Sponsor's activities.

18. If for any reason Sponsor is unable to conduct the contracted activities at the facilities, then this lease will be voided.
19. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor pertaining to the lease of the facilities and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.
20. Sponsor will comply with all federal and state laws pertaining to payment of any taxes owed and/or employment for its operation of Doug Hunt Softball Complex.
21. This contract shall become effective on the 1st day of July, 2019, and shall continue in force and effect until midnight on the 30th day of June, 2024.

Agreed to and witnessed on this ____ day of _____, 2019

MATTHEW D. DUKES II
CHAIRMAN, Midwest City Municipal Authority

AMANDA STORCK
CFO, YMCA OF GREATER OKLAHOMA CITY

ATTEST:

SARA HANCOCK
SECRETARY, Midwest City Municipal Authority

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

HEATHER POOLE
CITY ATTORNEY



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1201

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: August 13, 2019

SUBJECT: Discussion and consideration of declaring 2 full sized used mattresses and box springs surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

The items identified are property that the Sheraton Reed Center no longer needs or uses and have been removed from service. Staff recommends that these items be declared surplus and be destroyed.

Tim L. Lyon

Tim Lyon, Assistant City Manager



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1201

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: August 13, 2019

SUBJECT: Discussion and consideration of declaring the various items of property listed below as surplus and authorizing their disposal by public auction.

The items identified are property that the Sheraton Reed Center no longer needs or uses and have been removed from service. Staff recommends that these items be declared surplus and be disposed of by public auction.

Items for surplus:

- 1 metal desk
- 1 portable fridge with glass door
- 1 HP printer
- 8 PTAC hvac units
- 1 ottoman
- 1 computer monitor
- 325 banquet chairs
- 19 dining room chairs
- 50 coffee makers
- Stand mixer
- Floor cleaner

Auction services are provided to the Authority by:

1. www.ebay.com
2. www.govdeals.com
3. www.publicsurplus.com

Tim L. Lyon

Tim Lyon, City Manager



Public Works Administration

R. Paul Streets, Director

pstreets@midwestcityok.org

8730 S. E. 15th Street,

Midwest City, Oklahoma 73110

O: 405-739-1061 / Fax: 405-739-1090

Memo

To: Honorable Chairman and Trustees
Midwest City Municipal Authority

From: R. Paul Streets, Public Works Director

Date: August 13, 2019

Subject: Discussion and consideration of declaring unit # 41-03-19, one 2003 Heil front-loading refuse body mounted on a 2003 Peterbilt model 320 truck chassis from the Sanitation Department, surplus property and authorizing its disposal by sealed bid, public auction, or by other means as necessary.

Unit #41-03-19 from the Sanitation department has been removed from service, has no other operational value or application and is inoperable. We recommend declaring this unit surplus property and authorizing its disposal by sealed bid, public auction or by other means as necessary.

1. Unit #41-03-19 VIN #1NPZLTOX93D714387, A 2003 Heil front-loading refuse body mounted on a 2003 Peterbilt model 320 truck chassis.

R. Paul Streets
Public Works Director



DISCUSSION ITEMS





Public Works Administration
R. Paul Streets, Director
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memo

To: Honorable Chairman and Trustees
Midwest City Municipal Authority

From: **R. Paul Streets, Public Works Director**

Date: August 13, 2019

Subject: Discussion and Consideration passing and approving an ordinance authorizing the sale of a 2010 Bridgeport Unit #41-03-24, property with a value of more than \$10,000.00, as required by Article IV; Section 4 of the Midwest City Charter; and Providing for Repealer and Severability.

The equipment, Unit # 41-03-24 VIN# 3BPZH58XXAF108305, A 2010 Bridgeport ASL body mounted on a 2010 single-axle Peterbilt truck chassis, has been removed from service. The item was declared surplus property at the May 14, 2019 Municipal Authority Meeting and was authorized for disposal by sealed bid, public auction or other means necessary.

The equipment was thought to be valued under \$10,000.00, however, the official bid amount was \$31,500.00. Per Midwest City Charter: Article 4, Section 4, property valued at more than ten thousand dollars (\$10,000.00), shall be made only by authority of special ordinance and therefore is being submitted. Item has been retained by official bidder and picked up on July 26, 2019.

Staff recommends approval.

R. Paul Streets
Assistant Public Works Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF A 2010 BRIDGEPORT UNIT #41-03-24, PROPERTY WITH A VALUE OF MORE THAN \$10,000.00, AS REQUIRED BY ARTICLE IV; SECTION 4 OF THE MIDWEST CITY CHARTER; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. That on May 14, 2019 the Trustees of the Midwest City Municipal Authority declared the following equipment surplus:

Unit # 41-03-24 VIN# 3BPZH58XXAF108305, A 2010 Bridgeport ASL body mounted on a 2010 single-axle Peterbilt truck chassis.

SECTION 2. This ordinance shall be referred to a vote of the electors of the City if a proper referendum petition is properly filed within (30) days after its passage. Otherwise, it shall go into effect thirty (30) days after its passage.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City YouTube Channel.



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



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



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



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



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

August 13, 2019 - 6:02 PM

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so that the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
- 1.** Discussion and consideration of approving the minutes of the meeting on July 23, 2019, as submitted. (Secretary - S. Hancock)
 - 2.** Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$3,500. (Finance - C. Barron)
- C. **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.
 - 2.** Discussion and consideration of awarding a contract for design and interior architectural services to Flick Mars for the property improvement plan and brand conversion of the Midwest City Sheraton Hotel in the amount of \$230,000 plus other overhead costs outlined in the contract. (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 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

July 23, 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 8:29 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 Mayor Dukes. Nay: none. Absent: Bowen. Motion carried.

1. Discussion and consideration of approving the minutes of the meeting on July 9, 2019, as submitted.
2. Discussion and consideration of passing and approving Resolution HA2019-02 for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2019 to be made available for fiscal year 2019-2020; and amending the budget for fiscal year 2019-2020 to include the released appropriations from the fiscal year 2018-2019 budget as supplemental appropriations; and, effective July 1, 2019, renewing encumbrance commitments canceled at the close of day June 30, 2019.
3. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$960,389.

DISCUSSION ITEMS.

1. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. Council and staff discussion.** No action taken.
2. **Discussion and consideration of approving a request for a twelve-month extension of Hospital Authority grant funds awarded to Community Development in FY 2017-18 for testing for FAA 107 Certification and Re-Certification of pilots for the Drone purchased with this grant.** After discussion with Staff, Byrne made a motion to approve the request for a six-month extension, seconded by Allen. 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. There being no further business, Chairman Dukes adjourned the meeting at 8:33 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Christy Barron, Treasurer/Finance Director

DATE: August 13, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$3,500.

The supplement is needed to budget trustee fees on Sooner Rose TIF District bonds.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS

August 13, 2019

Fund SOONER ROSE TIF (352)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			3,500	
		<u>0</u>	<u>0</u>	<u>3,500</u>	<u>0</u>

Explanation:
To budget trustee fees on Sooner Rose TIF District bonds. Funding to come from fund balance.



DISCUSSION ITEMS





Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

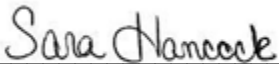
From: Sara Hancock, Secretary

Date: August 13, 2019

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.


Sara Hancock, Secretary



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/General Manager

Date: August 13, 2019

Subject: Discussion and consideration of awarding a contract for design and interior architectural services to Flick Mars for the property improvement plan and brand conversion of the Midwest City Sheraton Hotel in the amount of \$230,000 plus other overhead costs outlined in the contract.

Staff for the past eight months have been working with Marriott International to develop a required property improvement plan and negotiating a brand conversion from Sheraton to Delta by Marriott. The amendment to our current franchise agreement was recently approved by the Municipal Authority.

Staff has reviewed qualifications, conducted interviews and reviewed proposals and is recommending entering into a contract for design and interior architectural services with Flick Mars from Dallas, Texas.

Flick Mars has a great deal of experience providing design services for hotel new builds and conversions. In addition, Flick Mars has experience converting hotels to the new Delta by Marriott brand. Flick Mars is on the Marriott "preferred list" of design companies in our region.

Staff has compared this amount to previous projects and has determined the price to be very competitive.

Funds are a part of the construction budget and will be made available through a revenue bond.

Staff recommends approval.

Tim L. Lyon

Tim Lyon, City Manager

Enc. Design Service's Contract



Midwest City Hotel Delta

PROPOSAL FOR INTERIOR DESIGN SERVICES

July 3, 2019 *Revised August 9, 2019*

July 3, 2019 Revised August 9, 2019
Tim Lyon
City Manager
Midwest City Municipal Authority Trust
100 North Midwest Blvd
Midwest City, OK 73110
Midwest City Hotel Delta

Dear Tim,

Flick · Mars is pleased to submit our design and interior architectural services proposal for Hotel Delta in Midwest City, OK. We are excited for this opportunity to begin a successful relationship with you and Aimbridge Hospitality.

Flick · Mars prides our firm on award-winning design that maximizes the competitiveness of properties for clients within their determined budgets. We look forward to collaborating with your team to bring new life to the project. Within this proposal we enumerate deliverables, phases, and a fee structure as outlined in your proposal request.

Dan, thank you for including Flick · Mars as a potential partner for this exciting renovation project.

Kindest regards,

Handwritten signatures of James Flick and Matt Mars in blue ink. The signature of James Flick is on the left, and the signature of Matt Mars is on the right, followed by a horizontal line.

James Flick and Matt Mars

James Flick, Architect
Matt Mars, Architect
Flick · Mars



CONTENTS

Flick · Mars

Relevant Projects

Project Team

Proposal

Deliverables

Project Areas

Schedule

Fee Structure

Provisions

References

PHILOSOPHY

Our creative philosophy centers on client-focused collaboration and the constant endeavor to create unique guest experiences by designing to a location's indigenous surroundings. We subscribe to neither a specific look, style, nor trend. Rather Flick·Mars creates an individual environment for each specific client and locale.





INNOVATION

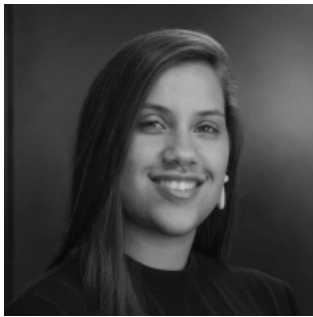
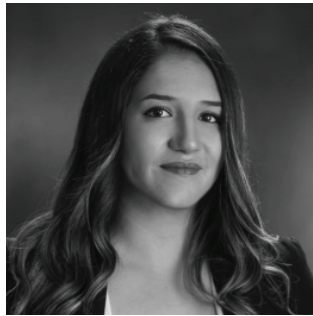
Flick·Mars' boutique size and business philosophy ensures award-winning design with the benefit of senior member attention. Our work load is manageable by selecting only intriguing projects. Design is envisioned in a collaborative environment, documented accurately, and tracked properly to meet aesthetic, schedule and budget goals.





TALENT

Flick·Mars' specialty is the interior design of domestic and international hospitality and leisure projects. James Flick and Matt Mars have built their partnership on over 45 years of luxury hotel, resort, spa, and restaurant design knowledge. Our team has been meticulously structured around the idea of carefully selecting individual talent, placing value on each designer's diversity in project experience and their creative personalities. Maintaining an elevated level of perpetual collaboration in the studio allows our team to design confidently and deliver impactful and inspirational impressions.





Along with features in publications such as Hospitality Design, Hotel Business and Modern Luxury Interiors, Flick·Mars was also recognized as a Hospitality Giant by Interior Design Magazine in 2017.

Comparable Project Experience

Delta Marriott	[Santa Clara, CA]
Moxy Hotel Philadelphia	[Philadelphia, PA]
Origin Hotel	[Austin, TX]
Le Meridien/AC Hotel	[Chicago, IL]
Westin at the Domain	[Austin, TX]
Hayy Al Sharq Residence	[Oman, Saudi Arabia]
Marriott Vanderbilt	[Nashville, TN]
Marriott Moxy Hotel Chicago	[Chicago, IL]
Lake Nona Phase Boutique Hotel	[Orlando, FL]
Origin Hotel	[Raleigh, NC]
Marriott AC Hotel	[Austin, TX]
The Otis Hotel - Marriott Autograph Collection	[Austin, TX]
The National Hotel	[Oklahoma City, OK]
Marriott Indianapolis Downtown	[Indianapolis, IN]
Kline Hotel	[Austin, TX]
Marriott Moxy Louisville Hotel	[Louisville, KY]
Hotel Distil - Marriott Autograph Collection	[Louisville, KY]
The Highland Hotel - Hilton Curio Collection	[Dallas, TX]
Marriott Moxy Hotel Austin	[Austin, TX]
Westin Southlake	[Southlake, TX]
The Barfield Hotel - Marriott Autograph Collection	[Amarillo, TX]
Marriott Renaissance Dallas Hotel	[Dallas, TX]
Hotel Ajax - Starwood Luxury Collection	[Telluride, CO]
Marriott Santa Rosa AC Hotel	[Santa Rosa, CA]
Dallas Sheraton Hotel	[Dallas, TX]
Marriott Renaissance Hotel Oklahoma City	[Oklahoma City, OK]
Chateau LeMoyné	[New Orleans, LA]
The Admiral Hotel - Hilton Curio Collection	[Mobile, AL]
Hard Rock Hotel Daytona	[Daytona Beach, FL]
Oxnard Mandalay Hotel - Hilton Curio Collection	[Oxnard, CA]
The Campbell House Hotel - Hilton Curio Collection	[Lexington, KY]
Disney's Wilderness Lodge	[Orlando, FL]
Old Parkland West Campus	[Dallas, TX]
Enchantment Resort	[Sedona, AZ]
Hilton Austin Hotel	[Austin, TX]
Wyndham Portland Riverfront	[Portland, OR]
South Shore Harbour Resort	[League City, TX]
Fort Smith Doubletree	[Fort Smith, AR]
Artesian Metropolitan Residences	[Memphis, TN]
The Hayden Hotel - Hilton Curio Collection	[Columbus, SC]
Wyndham Marble Falls	[Marble Falls, TX]
Windsor Court Hotel	[New Orleans, LA]
Hilton Anatole	[Dallas, TX]
Hotel Derek	[Houston, TX]
Marriott Renaissance Austin	[Austin, TX]
Fairmont Hotel Dallas	[Dallas, TX]
Hilton Times Square	[New York, NY]
Doubletree by Hilton Bloomington South	[Bloomington, MN]
Marriott Hotel Omaha	[Omaha, NE]
Park Cities Hilton	[Highland Park, TX]
Hilton La Jolla Torrey Pines	[La Jolla, CA]
Port Orleans Resort at Walt Disney World	[Lake Buena Vista, FL]

AWARDS & ACCOLADES

Gold Key Award, Best Lobby Midscale, Finalist, 2018

Hospitality Giant by Interior Design Magazine, 2017

Winner of the 12th Hospitality Design Award for Chateau LeMoyne, 2016

Rising Giant by Interior Design Magazine, 2015

Life of Design Award by NEWH Dallas Chapter, 2015

Finalist in the HD Awards for Campbell House Hotel, 2015

Flick · Mars published in Ellie Sojourn Magazine, Fall 2015

Campbell House Hotel published in Hospitality Design Magazine for custom lighting solution, August 2015

Campbell House Hotel published in Strategize Magazine, Winter 2014

Fairmont Hotel Dallas published in Modern Luxury, April 2014

Hilton Houston NASA Clear Lake published in NEWH Magazine, Summer 2011

Windsor Court Hotel Ranked #1 of Best Hotels in Louisiana by US News Travel

Enchantment Resort ranked #6 on Condé Nast Traveler's list of the 25 best resorts in the Southwestern US

Enchantment Resort ranked #1 in Best Sedona Hotels and #5 in Best Arizona Hotels by US News

Travel + Leisure listed Enchantment and Mii Amo amongst the World's Best Hotels, 2013, 2014 and 2015

Enchantment Resort ranked #3 on Forbes' list of the Top 10 Romantic Hotels in the US

Hotel Derek ranked #18 in Condé Nast Traveler's Best Hotels in Texas & the Southwest: Readers' Choice Awards, 2014



The Campbell House Hotel - Lexington, KY



The Campbell House Hotel - Lexington, KY



Delta Hotel - Basking Ridge, NJ



Delta Hotel - Basking Ridge, NJ



The Barfield Hotel (Marriott Autograph Collection) - Amarillo, TX



The Barfield Hotel (Marriott Autograph Collection) - Amarillo, TX



Hotel Ajax (Starwood Luxury Collection) - Telluride, CO



Hotel Ajax (Starwood Luxury Collection) - Telluride, CO



Wyndham Portland Riverfront - Portland, OR



The Highland Dallas (Hilton Curio Collection) - Dallas, TX



The Highland Dallas (Hilton Curio Collection) - Dallas, TX





Kline Hotel - Austin, TX





Kline Hotel - Austin, TX



Artesian Metropolitan Residences - Memphis, TN



Artesian Metropolitan Residences - Memphis, TN



Delta Hotel - Silicon Valley, CA



Delta Hotel - Silicon Valley, CA



Origin Hotel - Austin, TX



Origin Hotel - Austin, TX



Origin Hotel - Austin, TX



Autograph/AC Hotel - Austin, TX



Moxy Philadelphia - Philadelphia, PA



Moxy Philadelphia - Philadelphia, PA



Chicago Moxy Hotel - Chicago, IL



Chicago Moxy Hotel - Chicago, IL



Hotel Distil (Marriott Autograph Collection) - Louisville, KY

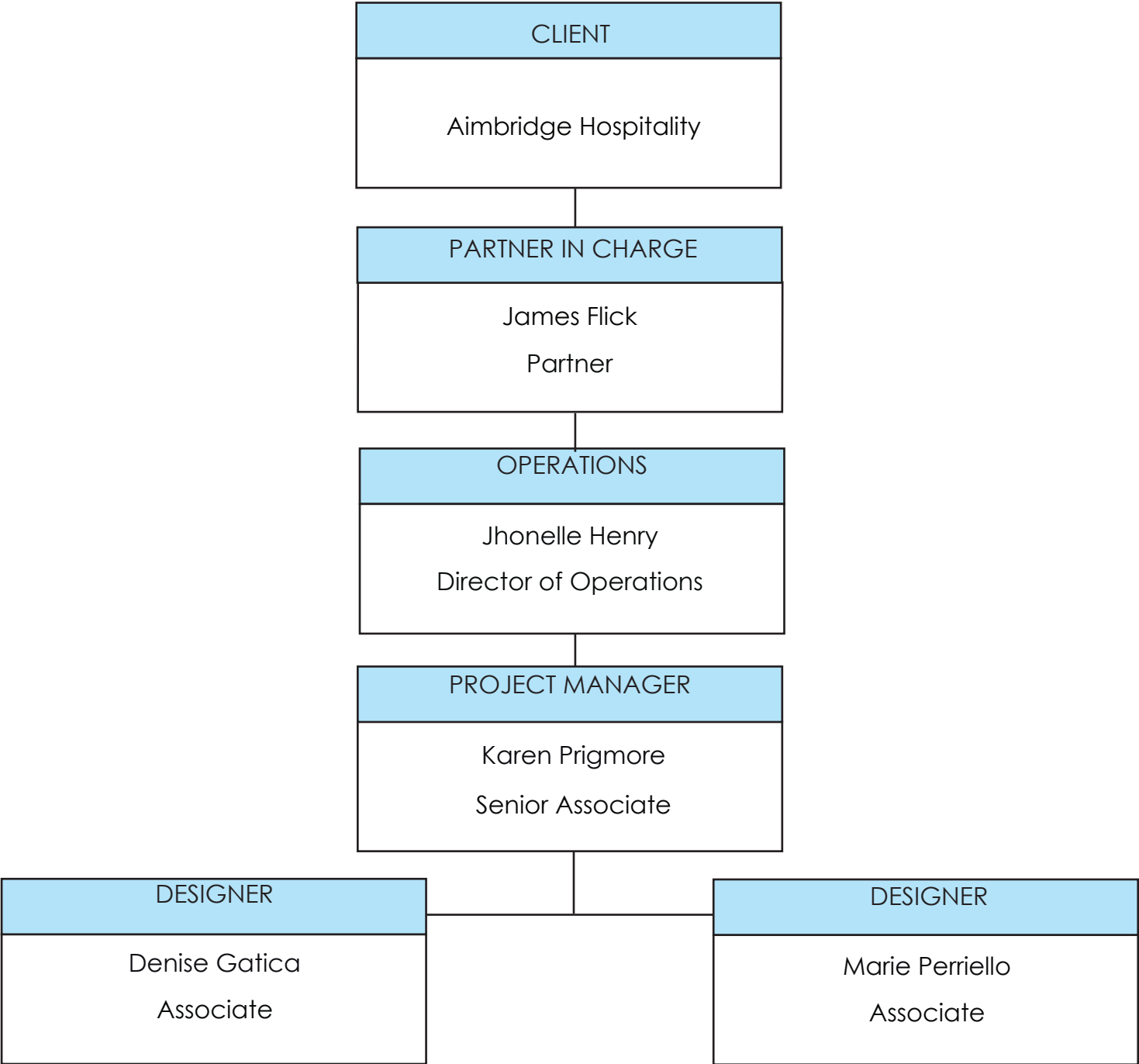


Hotel Distil (Marriott Autograph Collection) - Louisville, KY



Hotel Distil (Marriott Autograph Collection) - Louisville, KY

PROJECT TEAM





JAMES FLICK, Architect
LEED AP BD+C

PARTNER

James Flick, RA, NCARB, LEED AP, is a registered architect and Interior Designer with extensive experience in the hospitality design industry. Over the past 28 years, he has completed interior architectural design for hotel and resort projects in the United States, Europe, Asia, Africa, Australia and Canada; including award winning projects in Osaka, Japan and Warsaw, Poland. Projects with his involvement have been published in Interiors, Architectural Record, and Hospitality Design magazines.

BACKGROUND

Bachelor of Architecture – Texas Tech University
Registered Architect, Texas No.12859
National Council of Architectural Registration Boards #39, 349

RECOGNITION

Winner of an HD Award for Chateau LeMoyne, 2016
Finalist in the HD Awards for Campbell House Hotel, 2015
Dallasovation. Dallas Chapter, ASID – First Place, Hospitality Hotel
Westin Warsaw – Warsaw, Poland
Marriott International, Renaissance Hotel of the Year
Fulton Renaissance – Pittsburgh, PA
Dallasovation. Dallas Chapter, ASID – First Place, Hospitality Hotel
Hyatt Regency Osaka – Osaka, Japan
Hospitality Design Gold Key Award, Grand Prize Winner
Hyatt Regency Osaka – Osaka, Japan

EXPERIENCE

2005 - PRESENT

Le Meridien/AC Hotel
Delta Marriott
Origin Hotel
Hyatt Place Bloomington (Restaurant)
Marriott Moxy Hotel Chicago
Lake Nona Phase 2 Boutique Hotel
Origin Hotel
Delta Hotel
Tapestry Collection-Somerset Hotel
The Otis Hotel - Marriott Autograph Collection
The National Hotel
Marriott Indianapolis Downtown
Kline Hotel
Hotel Distil - Marriott Autograph Collection
The Highland Hotel - Hilton Curio Collection
Marriott Moxy Hotel Austin
Westin Southlake
The Barfield Hotel - Marriott Autograph Collection
Marriott Renaissance Dallas Hotel
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Dallas Sheraton Hotel
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Hard Rock Hotel Daytona
Oxnard Mandalay Hotel - Hilton Curio Collection
The Campbell House Hotel - Hilton Curio Collection
Disney's Wilderness Lodge
Old Parkland West Campus
Enchantment Resort
Hilton Austin Hotel
Wyndham Portland Riverfront
South Shore Harbour Resort
Fort Smith Doubletree
Artesian Metropolitan Residences
Wyndham Marble Falls
Windsor Court Hotel
Hilton Anatole
Hotel Derek
Marriott Renaissance Austin
Fairmont Hotel Dallas
Hilton Times Square
Doubletree by Hilton Bloomington South
Marriott Hotel Omaha
Hilton La Jolla Torrey Pines
Port Orleans Resort at Walt Disney World
Hilton La Jolla Torrey Pines
Hilton NASA Clearlake Spa
Rye Town Hilton
Club Intrawest Sandestin
Hilton El Conquistador Golf & Tennis Resort
Hilton Destin

DALLAS, TX

[Chicago, IL]
[Santa Clara, CA]
[Austin, TX]
[Bloomington, IN]
[Chicago, IL]
[Orlando, FL]
[Raleigh, NC]
[Basking Ridge, NJ]
[Warren, NJ]
[Austin, TX]
[Oklahoma City, OK]
[Indianapolis, IN]
[Austin, TX]
[Louisville, KY]
[Dallas, TX]
[Austin, TX]
[Southlake, TX]
[Amarillo, TX]
[Dallas, TX]
[Telluride, CO]
[Santa Rosa, CA]
[Dallas, TX]
[New Orleans, LA]
[Mobile, AL]
[Daytona Beach, FL]
[Oxnard, CA]
[Lexington, KY]
[Orlando, FL]
[Dallas, TX]
[Sedona, AZ]
[Austin, TX]
[Portland, OR]
[League City, TX]
[Fort Smith, AR]
[Memphis, TN]
[Marble Falls, TX]
[New Orleans, LA]
[Dallas, TX]
[Houston, TX]
[Austin, TX]
[Dallas, TX]
[New York, NY]
[Bloomington, MN]
[Omaha, NE]
[La Jolla, CA]
[Lake Buena Vista, FL]
[La Jolla, CA]
[Houston, TX]
[Rye Brook, NY]
[Sandestin, FL]
[Tucson, AZ]
[Destin, FL]



MATT MARS, Architect
RA
PARTNER

Matt Mars, RA, is a registered architect specializing in hospitality interior architecture for over 20 years. His education has included living in Italy to study classical architecture and design. Matt has been associated with award winning hospitality projects in four countries including Mexico, Canada, and the Middle East. Projects with his involvement have been published in Interior Design and Hospitality Design Magazines.

BACKGROUND

Bachelor of Environmental Design, College of Architecture – Texas A&M University
International Study in Florence, Italy
Classical Design in Italy: The Venetian Palazzo, The Palladian Villa, and Renaissance Florence
Registered Architect, Texas No. 19217

PUBLICATIONS

Hospitality Design Magazine Online Edition, "Palatial Presence"
Hyatt Regency – Coral Gables, FL
Architectural Digest Mexico, "Club Intrawest"
Club Intrawest at Zihuatanejo – Zihuatanejo, Mexico
Interior Design, "Just Dessert"
Four Seasons Resort – Scottsdale, AZ

EXPERIENCE

2005 - PRESENT

- Moxy Hotel Philadelphia
- Le Meridien/AC Hotel
- Westin at the Domain
- Hayy Al Sharq Residence
- Marriott Moxy Hotel Chicago
- Lake Nona Phase 2 Boutique Hotel
- Marriott AC Hotel
- The Otis Hotel - Marriott Autograph Collection
- Lake Nona Town Centre Phase II Hotel
- Marriott Indianapolis Downtown
- Kline Hotel
- Moxy/Autograph Louisville Hotel
- Hotel Distil - Marriott Autograph Collection
- The Highland Hotel - Hilton Curio Collection
- Marriott Moxy Hotel Austin
- Westin Southlake
- Hotel Ajax - Starwood Luxury Collection
- Marriott Santa Rosa AC Hotel
- Dallas Sheraton Hotel
- Marriott Renaissance Hotel Oklahoma City
- Chateau LeMoyné
- The Admiral Hotel - Hilton Curio Collection
- Hard Rock Hotel Daytona
- Oxnard Mandalay Hotel - Hilton Curio Collection
- The Campbell House Hotel - Hilton Curio Collection
- Disney's Wilderness Lodge
- Old Parkland West Campus
- Enchantment Resort
- Hilton Austin Hotel
- Wyndham Portland Riverfront
- South Shore Harbour Resort
- Fort Smith Doubletree
- Artesian Metropolitan Residences
- The Hayden Hotel - Hilton Curio Collection
- Wyndham Marble Falls
- Windsor Court Hotel
- Hilton Anatole
- Hotel Derek
- Marriott Renaissance Austin
- Fairmont Hotel Dallas
- Hilton Times Square
- Doubletree by Hilton Bloomington South
- Marriott Hotel Omaha
- Park Cities Hilton
- Hilton La Jolla Torrey Pines
- Port Orleans Resort at Walt Disney World
- Hilton La Jolla Torrey Pines
- Hilton NASA Clearlake Spa
- Rye Town Hilton
- Club Intrawest Sandestin
- Hilton El Conquistador Golf & Tennis Resort
- Hilton Destin

DALLAS, TX

- [Philadelphia, PA]
- [Chicago, IL]
- [Austin, TX]
- [Oman, Saudi Arabia]
- [Chicago, IL]
- [Orlando, FL]
- [Austin, TX]
- [Austin, TX]
- [Lake Nona, FL]
- [Indianapolis, IN]
- [Austin, TX]
- [Louisville, KY]
- [Louisville, KY]
- [Dallas, TX]
- [Austin, TX]
- [Southlake, TX]
- [Telluride, CO]
- [Santa Rosa, CA]
- [Dallas, TX]
- [Oklahoma City, OK]
- [New Orleans, LA]
- [Mobile, AL]
- [Daytona Beach, FL]
- [Oxnard, CA]
- [Lexington, KY]
- [Orlando, FL]
- [Dallas, TX]
- [Sedona, AZ]
- [Austin, TX]
- [Portland, OR]
- [League City, TX]
- [Fort Smith, AR]
- [Memphis, TN]
- [Columbus, SC]
- [Marble Falls, TX]
- [New Orleans, LA]
- [Dallas, TX]
- [Houston, TX]
- [Austin, TX]
- [Dallas, TX]
- [New York, NY]
- [Bloomington, MN]
- [Omaha, NE]
- [Highland Park, TX]
- [La Jolla, CA]
- [Lake Buena Vista, FL]
- [La Jolla, CA]
- [Houston, TX]
- [Rye Brook, NY]
- [Sandestin, FL]
- [Tucson, AZ]
- [Destin, FL]



JHONELLE HENRY
DIRECTOR OF OPERATIONS

Jhonelle Henry is responsible for overseeing the operations of the Flick Mars design office. She maintains project schedules, contracts and budgets, as well as coordinates communications between consultants, vendors, contractors and clients. Jhonelle has over 10 years of experience in hospitality operations and has overseen hospitality development projects and procurement. She has extensive experience with hospitality brands such as Wyndham, Carlson, Starwood and Marriott.

BACKGROUND

Bachelor of Science in Hospitality and Tourism, School of Public Affairs - St. Cloud State University



KAREN PRIGMORE, RID
SENIOR ASSOCIATE

Karen Prigmore is an Interior Designer with experience in project management, overseeing all aspects of design, coordination, and documentation of projects.

BACKGROUND

Bachelor of Science in Interior Design, School of Architecture – The University of Texas at Austin

RECOGNITION

Hospitality Design, September 2012. Sofitel Modern Decoration China, January 2012. Atlantis: The Palm IIDA Decade of Design Award – Best Spa, 2011. Atlantis: The Palm Legacy of Design Texas Chapter ASID, 2010. First Place Hospitality: Mazagan Beach Resort

EXPERIENCE

2014 - PRESENT	FLICK · MARS	DALLAS, TX
Moxy Hotel		[Philadelphia, PA]
Delta Santa Clara		[Santa Clara, CA]
Moxy Chicago Hotel		[Chicago, IL]
Moxy/Westin Louisville Hotel		[Louisville, KY]
Oklahoma City Renaissance Hotel		[Oklahoma City, OK]
Hotel Ajax		[Telluride, CO]
Horseshoe Bay Clubhouses		[Horseshoe Bay, TX]
Oxnard Curio Hotel		[Oxnard, CA]
Westin Southlake Hotel		[Southlake, TX]
Kline Hotel		[Austin, TX]
Fort Smith Doubletree Hotel		[Fort Smith, AR]
WorldMark by Wyndham Portland Riverfront		[Portland, OR]
WorldMark by Wyndham Marble Falls		[Marble Falls, TX]
South Shore Harbor Resort		[Houston, TX]
The Highland Hotel		[Dallas, TX]
Chateau LeMoynes		[New Orleans, LA]
2004-2014	WILSON ASSOCIATES	DALLAS, TX



DENISE GATICA
ASSOCIATE

Denise Gatica is a multifaceted designer whose remarkable qualities of creativity and imagination are enhanced by her extraordinary attention to detail. From her ability to visualize concepts to construction specifics, such brands as Marriott, Wyndham, Westin, Hilton, AC, Autograph and Moxy have benefited from her broad scope of design competences.

BACKGROUND

Bachelor of Science in Interior Design, School of Architecture - University of Texas at Arlington

EXPERIENCE

2016 - PRESENT	FLICK · MARS	DALLAS, TX
Moxy Hotel		[Philadelphia, PA]
Delta Santa Clara		[Santa Clara, CA]
Sheraton Hotel		[Dallas, TX]
Old Parkland		[Dallas, TX]
Hard Rock Hotel Daytona		[Daytona Beach, FL]
Disney's Wilderness Lodge		[Orlando, FL]
Columbus Boutique Hotel		[Columbus, OH]
Wyndham Portland		[Portland, OR]
Hotel Ajax		[Telluride, CO]
Moxy Chicago		[Chicago, IL]
Marriott Indianapolis Downtown		[Indianapolis, IN]
Moxy Louisville Hotel		[Louisville, KY]
Hotel Distil		[Louisville, KY]
2015 - 2016	Carrell Partners & Yost Architects	DALLAS, TX
Blue Mesa Fort Worth		[Fort Worth, TX]
Hilton Myrtle Beach		[Myrtle Beach, SC]
Shops at Lomo Alto		[Dallas, TX]
Methodist Family Health Center (Highland Park)		[Dallas, TX]
Dallas Market Center Int'l Trade Plaza		[Dallas, TX]



MARIE PERRIELLO
ASSOCIATE

Marie's mission is creating interiors with a fresh perspective that uniquely reflect the client's personality and desires. She feels that every project has a one of a kind juxtaposition of brand identity and sense of place, and works to incorporate that unique story into every design decision. Marie's detail-oriented, client-focused approach makes her flexible and fun to work with.

BACKGROUND

Bachelor of Science in Interior Design - Virginia Polytechnic Institute and State University

EXPERIENCE

2019 – PRESENT	FLICK MARS	DALLAS, TX
Autograph Hotel		[San Antonio, TX]
2017 – 2019	Duncan Miller Ullman	DALLAS, TX
Abaco Cottages at Winding Bay		[Abaco, Bahamas]
Cidade de Goa Resort		[Goa, India]
Wyndham Goa Resort		[Goa, India]
Hyatt Regency Dehradun		[Dehradun, India]
Disney Resort		[Tokyo, Japan]
Vida Marina Resort		[Marassi Beach, Egypt]
Hyatt Place Bricktown		[Oklahoma City, OK]
Element Hotel		[Grapevine, TX]
Hilton Garden Inn		[Wailuku, HI]
Il Calabrese Ristorante		[Southlake, TX]
Hyatt Centric Austin		[Austin, TX]
Virgin Hotel		[Dallas, TX]
2015 – 2016	Vintage 13066	FAYETTEVILLE, NY
Internship		

CLIENT

Midwest City Municipal Authority Trust
100 North Midwest Blvd
Midwest City, OK 73110

OPERATOR

Aimbridge Hospitality

Flick · Mars agrees to design the Project in accordance with the following scope of services:

CONCEPTUAL & SCHEMATIC DESIGN

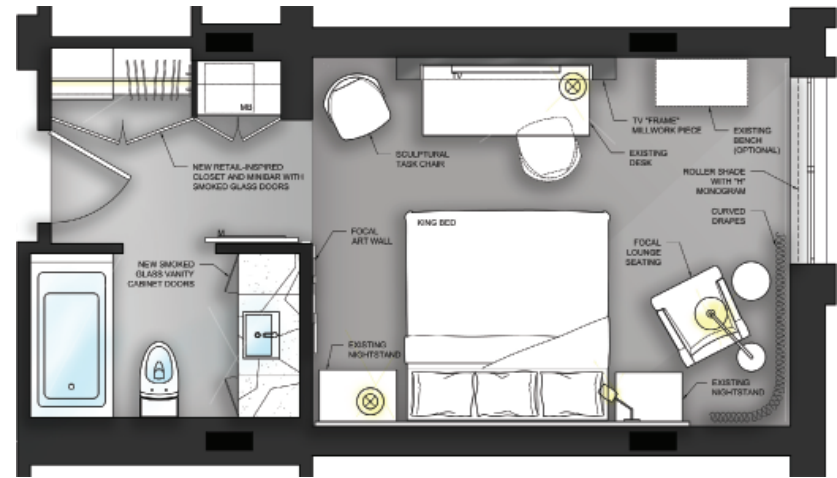
- Flick · Mars shall distribute project schedule to Owner, Project Staff and Consultants.
- Flick · Mars shall review all data furnished, including building design program, budget, project budget, legal, site code, space and special Owner requirements.
- Flick · Mars shall review and evaluate initial budget information provided by the Client.
- During Conceptual Design and Schematic Design, Flick · Mars shall consult with the Client and Operator to establish design intent and project scope and assist Client and Operator with developing goals and priorities for the interior design of the Project.
- Flick · Mars will organize the Project Areas for suitability with the goals and priorities developed by the Client, Operator and Flick · Mars.
- Flick · Mars shall prepare samples of proposed materials and finishes, and catalog cut sheets, photographs, or drawings of proposed furniture including graphic images, written narratives, or other devices to convey the design imagery, level of quality and style. Also included are loose fabrics or other materials indicating the intended color palette, style, level of quality, etc.
- Flick · Mars will provide plans of all public areas and guest rooms indicating the proposed layout of furniture, cabinetry and other elements to show the design intent of the interior planning.
- Flick · Mars shall prepare an estimated FF&A budget to include with the Design Concept for presentation to Client. The budget is subject to change and is not a guarantee on the part of Flick · Mars with respect to the prices contained therein. Also provided are conceptual lump sum budgets for each distinct Project Area for interior furnishings, artwork, and accessories.
- Flick · Mars shall provide engineers and consultants with pertinent program data and functional space plans.

- Flick · Mars shall review architectural schematic diagrams with consultants. Conduct one or more consultant coordination meetings regarding system compatibility.
- Flick · Mars shall begin research on materials, equipment, fixtures and building systems and create a products and materials file.
- Flick · Mars shall document revisions to scope of work and review with the Owner.



DESIGN DEVELOPMENT

- Flick·Mars shall distribute updated project schedule to Owner, staff and consultants.
- Flick·Mars shall prepare Design Development drawings for all project areas. Drawings shall include plans conveying references, partition, electrical information for furnishing items requiring power, furnishings, finished flooring materials; elevations, reflected ceiling plans, details, and other drawings to describe design intent that are suitable for preliminary pricing.
- Interior elevations, renderings or sketches of key locations, such as the front desk, lobby, restaurant/bar, etc., will indicate the extent and type of interior materials and style.
- Flick·Mars shall provide a color and materials presentation for the Client and Operator's approval. The Presentation shall include color boards of each major interior space (lobby, restaurant, guestrooms, meeting rooms, etc.) with samples of proposed materials and graphic depictions of furnishings.
- Flick·Mars shall provide, at Client's request, full color renderings of interior spaces. The cost of the preparation of such renderings shall be a reimbursable expense. Flick·Mars requires a 10% art direction fee.
- Flick·Mars shall work with the Client's representative and Purchasing Agent to provide value-engineering services, as required. Value engineering services will be provided to reduce costs while maintaining aesthetic quality and, or performance.
- Flick·Mars shall provide furniture plans for all public areas and each guest room type indicating the intended final layout of each space. Extent and type of floor and wall finishes on these and other plans shall be indicated.
- Flick·Mars will provide a detailed list of proposed FF&E selections and budget breakdown and total for each area to confirm that the design presented meets previously approved budgets.
- Engineers are required to notify Flick·Mars of space and location requirements for systems.
- Flick·Mars shall conduct one or more group coordination meetings with consultants.



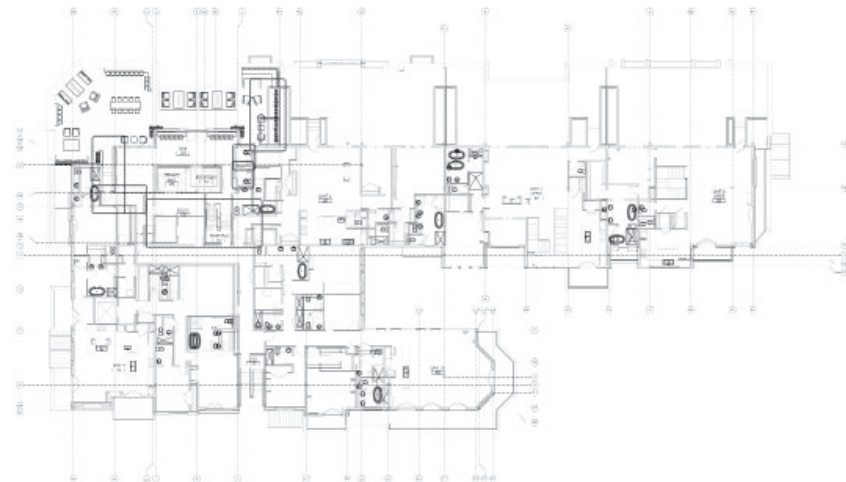
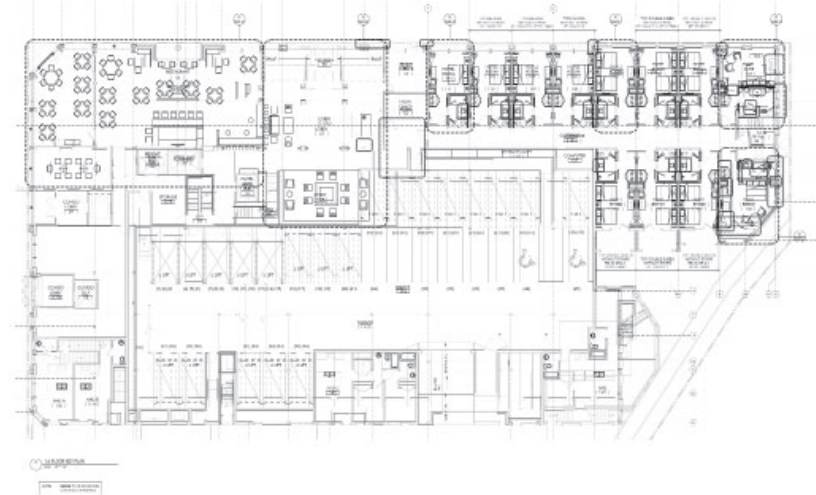
CONSTRUCTION DOCUMENTATION

Construction Documents:

- Flick · Mars shall review and update schedule of completion dates for this and all subsequent phases and inform the project team and Owner of any revisions.
- Flick · Mars shall review the completed working drawings index with all concerned parties and obtain feedback and make revisions where necessary.
- Flick · Mars shall determine what items, if any, are to be furnished by the Owner, and those items not to be included in the contract.
- Flick · Mars shall assemble final drawings and specifications for coordination.
- Based on the approved Design Development submissions, Flick · Mars shall prepare drawings to set forth in sufficient detail the requirements for the architectural interior design and furnishings of the Project Areas.
- Flick · Mars shall prepare a color finish schedule and prepare corresponding material references including samples of all applied finishes and materials.
- The drawings, details and schedules will be sufficient to convey the entire design intent, but should the scope of work dictate, it is intended and it will be required that they be supplemented by a Client appointed architect and incorporated into his documents for tendering and construction purposes.

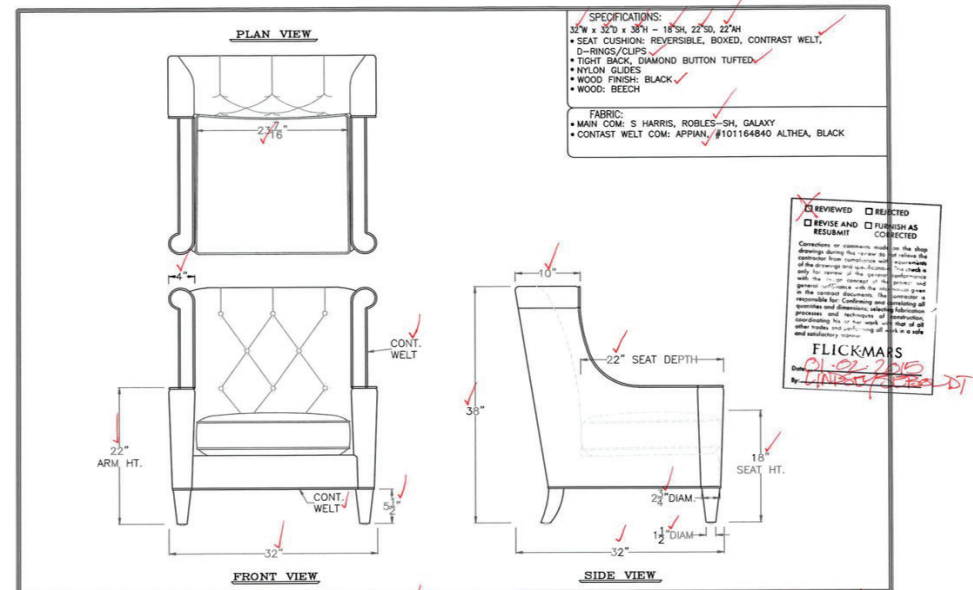
FF&A Specifications:

- Flick · Mars shall select and/or design all furnishings and fixtures including lamps and decorative lighting, carpeting, fabrics, decorative accessories, art, etc. Specially designed furnishings shall be fully specified and detailed.
- Flick · Mars shall develop a complete finished materials list and specifications for all interior design elements such as stains and paints, stone, plumbing, light fixtures, etc.
- Flick · Mars will provide two (2) sets of FF&A specifications books (one swatched and one un-swatched) for use by Client, Purchasing Agent and/or Project Manager throughout the project to track all materials from purchasing through delivery and installation. Digital copies shall also be provided on request.
- Flick · Mars shall prepare FF&A installation packages for use by a professional installation crew.
- Flick · Mars shall not be responsible for providing OS&E budgets or specifications.



BIDDING AND NEGOTIATION

- Flick· Mars shall assist the purchasing agent and contractor in reviewing all bid analysis and make recommendations as necessary.
- Flick· Mars will ensure all materials and finishes are congruent and meet the standard of the specification issued.
- Flick· Mars will communicate with the purchasing agent, vendors, contractors and consultants regarding design requirements.
- Flick· Mars shall review unresolved issues from Construction Documents phase.
- Flick· Mars shall review and update project interiors schedule.
- Flick· Mars shall identify the Architect's and Owner's respective responsibilities in advertising for bids, receiving bids, bid evaluation and negotiation.
- If the construction contract is based on negotiation, Flick· Mars shall assist the Owner and Architect in negotiating with prospective Contractor(s).
- Flick· Mars shall assist Architect with a pre-bid conference.
- Flick· Mars shall evaluate proposed substitutions and requests for product approval; notify bidders of accepted substitutions by addendum.
- Flick· Mars shall advise the Owner on selection of alternatives and obtain Owner's approval.
- Flick· Mars shall assist the Owner/Architect in the process of acceptance or rejection of bids.



CONSTRUCTION AND INSTALLATION

- Flick · Mars shall update project directory.
- Flick · Mars shall assign contract administration and site observation responsibilities.
- Flick · Mars shall review and process or take other appropriate action upon Contractor's submittals such as shop drawings, product data, and samples to the submittals that relate to the items within the scope of Flick · Mars' services.
- With the Owner, Flick · Mars shall review and approve or take other appropriate action on Contractor's list of subcontractors and suppliers.
- Flick · Mars shall obtain and review Contractor's submittal schedule.
- Flick · Mars shall establish a time for the preconstruction meeting.
- Flick · Mars shall establish site observation and project meeting schedules; coordinate with agency inspection requirements.
- Flick · Mars shall make a reasonable number of visits to the project site to observe the progress and quality of the work within the scope of Flick · Mars' services in order to determine if the work is being generally performed in accordance with the design intent of the Contract Documents. On the basis of such observations, Flick · Mars shall apprise Client of the progress and quality of the work. Refer to Project Schedule and Travel for a breakdown of visits.
- Flick · Mars shall review the special finishes and the final placement of furnishings in order to determine that FF&A are installed in accordance with the Contract Documents.
- Flick · Mars shall not be responsible for determining latent defects in the work or any other defects not readily observable by a visual inspection of the work.
- Flick · Mars shall establish precedents for FF&A review for guest rooms to be followed in subsequent guest room evaluations by others.
- Flick · Mars shall provide one punch list to the Client of all interior finish items as well as FF&A items. Flick · Mars shall keep Owner informed on the progress of the work and prepare a field report for each visit to the site.
- Flick · Mars shall respond to the Contractor's punch list of remaining work to be repaired or completed.
- Flick · Mars shall maintain submittal log.
- Flick · Mars shall review Contractor's proposed cost for changes and respond appropriately.
- Flick · Mars must receive from the Contractor notification of substantial completion and list of items to be completed or corrected.

PROJECT AREAS AND SCOPE

Exterior

Porte Cochere and Entry

1. All FF&A
2. Decorative lighting

*Maintain dedicated luggage cart storage and luggage room with new space planning.

Public Spaces

*Art narrative must be based on regional identity, local geography, nature, culture etc.

Welcome Area

Lobby

*Eliminate existing Business Center Room and implement Business Center functions in lobby.

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A
3. Decorative lighting

Registration

*Maintain Front Desk assembly and location.

*Provide feature statement behind front desk.

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A
3. Decorative lighting

Ground Floor Elevator Landing Zone

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A
3. Decorative lighting

Public Restrooms

*Acoustic tile to be removed

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A
3. Decorative lighting

Bar/Lounge

*Consider opening walls around fireplace to increase visibility between bar and lobby.

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A
3. Decorative lighting

Food and Beverage Outlets

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A
3. Decorative lighting

Grab & Go with seating area

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A
3. Decorative lighting

Recreation Facilities

Fitness Center 1,000 Square Feet

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A - Fitness equipment by others
3. Decorative lighting

Indoor Pool and Pool Restrooms

*Consider filling in whirlpool for additional deck space

1. All design and finishes (floors, walls, ceilings)
2. All FF&A
3. Decorative lighting
4. Water line tile

Retail Spaces

Sundry

*Acoustic tile to be removed

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A
3. Decorative lighting

PROJECT AREAS AND SCOPE

Function Spaces

Meeting Room (Old Restaurant)

*Consider removing newer entry wall

*Consider expanding room into buffet area (not required by brand)

*Develop solution at double doors to conceal view into meeting room.

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A
3. Decorative lighting

Guest Accommodations

*Convert 75% of Guestroom Bathrooms including 100% of all King rooms to glass enclosed shower.

*Double double guestrooms to be converted into double queen guestrooms

Typical Guestrooms and Guestroom Bathrooms

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A *existing refridgerators and safes to remain
3. Decorative lighting

Suites and Guestroom Bathrooms

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments) *Stone vanity may remain
2. Explore bathroom door options to alleviate toilet/door issues
3. All FF&A
4. Decorative lighting

Guestroom Corridors

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments) Accent vinyl wallcovering required at door drops.
2. All FF&A
3. Decorative lighting

Guestroom Corridor Elevator Landings

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. All FF&A
3. Decorative lighting

Guestroom Floor Pantry

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. Decorative lighting

Vending

*Acoustic tile to be removed

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. Decorative lighting

Guest Laundry

*Acoustic tile to be removed

1. All design and finishes/millwork design (floors, walls, ceilings, window treatments)
2. Decorative lighting

Elevator Cabs

1. All design and finishes/millwork design (floors, walls, ceilings)
2. Decorative lighting

Outdoor Area

Outdoor Patio

1. All FF&A including fire pits
2. Decorative lighting

Back of House

*Acoustic tile to be removed

*Doors and door surrounds to be refinished

PROJECT SCHEDULE AND TRAVEL

- Flick · Mars has allowed for a twenty-four (24) month project duration, with project completion by July 2021.
- Flick · Mars has allowed for twenty-two (22) out-of-town person trips to be made in conjunction with the project for out-of-town meetings, presentations, and site visits. Not all meetings and presentations will require travel. Each trip for each person must be approved in advance by owner. Each trip is defined as each person traveling outside of the Dallas area. Trips are not counted by days traveling.
- Anticipated travel schedule:

Schematic Phase	5
Design Development Phase	3
Construction Documents Phase	0
Construction Administration Phase	6
FF&A Installation	8

COMPENSATION

Flick · Mars' compensation shall be a lump sum design fee of US\$ TWO HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS, (\$230,000.00) which shall be paid in monthly installments corresponding to the overall project schedule.

%	Phase	Amount
10%	Initial Billing (Conceptual Phase)	\$23,000.00
10%	Balance of Conceptual Phase	\$23,000.00
10%	Schematic Phase	\$23,000.00
25%	Design Development	\$57,500.00
5%	Model Room	\$11,500.00
20%	Construction Documents	\$46,000.00
10%	FF&A Specifications	\$23,000.00
5%	Construction Administration	\$11,500.00
5%	FF&A Administration	\$11,500.00
100%	Total	\$230,000.00

- Payments for services shall be made monthly according to the invoices issued and include compensation plus reimbursable expenses. Payments are due upon receipt of Flick · Mars invoice. Should any invoice remain unpaid past forty-five (45) days, Flick · Mars reserves the right to suspend services without incurring any liability.
- In addition to the design compensation, Client agrees to reimburse Flick · Mars for all expenses connected to the Project, including but not limited to reprographics, foreign transaction fees on credit card transactions made on the project's behalf including but not limited to traveling expenses, messengers, long-distance telephone calls, overnight deliveries, and travel expenses. Expenses are estimated at \$12,000.00 and shall be billed at 1.1 times the expense incurred by Flick · Mars. Reimbursable expenses not paid within 30 days will be assessed a 10% finance charge. *Travel expenses cannot include alcoholic beverages and are at a client approved per diem per day.
- An initial invoice will be set at time of project commencement totaling 10% of the total fee. This is to cover fees generated in the first 45 days of work.
- In the event that the Client requests design services beyond the scope of work for this Project and Flick · Mars is able to accommodate Client's request, Flick · Mars shall bill for such additional services as follows:

Partner	\$225.00 per Hour
Senior Associate	\$195.00 per Hour
Associate	\$165.00 per Hour
Administrative	\$60.00 per Hour

- Client may elect to obtain a lump sum fee from Flick · Mars in lieu of being billed on an hourly basis.

CONSULTANTS

- If outside consultants, including but not limited to architects, structural engineers, mechanical engineers, acoustical engineers, and lighting designers, are needed for the Project, they shall be retained and paid for by the Client, and Flick·Mars shall cooperate fully with these consultants. Such consultants shall be responsible for code compliance in the various areas of their expertise. Should Flick·Mars be responsible for retaining any consultant(s); there shall be an administration fee added to Flick·Mars' professional fee. The fee shall be 10% of the total consultant(s) professional fee.

PROVISIONS

- This proposal includes professional fees for Flick·Mars only; no other consultant's fees are included.
- This proposal remains in effect until September, 2019. If accepted by the Owner, length of the Proposal shall remain in effect for 24 months from date of signature. Flick·Mars' contractual obligations under this proposal will end at the conclusion of this 24 month period. Flick·Mars shall not begin work until proposal is accepted and signed by the Client.
- Flick·Mars shall be responsible for specifying decorative lighting only. Flick·Mars shall provide concepts for "base building" interior lighting at public areas. It shall be understood; however, that Flick·Mars is not a lighting consultant or engineer, and shall not be responsible for lighting quality, equipment specifications, or meeting any federal or local energy or other codes with respect to lighting.
- This proposal is based on the same completion date for all the scope of work listed under Project Areas. Any construction phasing of the areas other than the completion of all the project scope areas at one time shall be subject to Supplemental Services.
- Flick·Mars will rely on, and not be responsible for, the accuracy of any documents, including but not limited to floor plans, RCP's, elevations, details, specifications, etc. provided for Flick·Mars' use by the Owner or Owner's Representative or Owner's Consultant. If electronic files in AutoCAD format are not provided for designer's use, the cost of obtaining electronic backgrounds are in addition to Flick·Mars' reimbursable expenses including a 10% administrative fee.
- Flick·Mars will require a local architect to prepare a permit set of drawings should they be required.
- Flick·Mars shall provide Owner, Architect and other consultants, electronic drawing files in AutoCAD or Revit and PDF formats.
- Proposal does not include signage or graphic consultation. Flick·Mars will provide aesthetic design consultation with Owner appointed signage consultant.
- Proposal does not include design or documentation for Marketing or Sales Centers.
- Proposal does not include ADA consultation/inspection or reports. Proposal does include documentation implementation based on owner's ADA consultant's recommendations for project areas within Flick·Mars' scope of work.
- Should the project schedule require amendment due to Owner-requested changes or circumstances out of Flick·Mars' control, the schedule may be amended by mutual consent. Changes to the project schedule may impact Flick·Mars' resource commitments to the project or cause delays. Fees or services may be evaluated or renegotiated based on the impact of project schedule changes on the progress of the project.
- Proposal does not include any presentations to Marketing and/or Branding Consultants.
- Oklahoma law shall govern this agreement.
- Flick·Mars or Client may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the other party. If the agreement is terminated by either party as provided herein, Flick·Mars will be paid for the work completed by Flick·Mars as to the date of termination.
- Flick·Mars does not provide or include procurement services for FF&A(Furnishings).
- Any reselection of FF&A or finishes due to the delay of the procurement process will be billed at the hourly rates listed in the proposal.

REFERENCES

Should the project be suspended through no fault of Flick· Mars, Flick· Mars shall be entitled to receive payment for all services on the project through the date of project suspension. Should the project resume at a later date, fees for the remaining services and time schedules to be equitably adjusted when Flick· Mars' services are resumed to allow for staff remobilization; project scope or design criteria changes; building code revisions, updated studies, or other reports; electronic project model updates due to revisions, or updates in computer software; staff compensation or firm overhead changes; insurance requirement changes; etc. Scope, schedule, and compensation to be reviewed between Flick· Mars and Client. Outstanding invoices for the project must be paid prior to Flick· Mars resuming work.

Accepted (Client, or Client's authorized representative):

Date:

Walker Thrash
Thrash Development
601-336-5054
walker@thrashdevelopment.com

Jim Ligon
GSB Architects, Inc
3555 NW 58th Street, Suite 700W
Oklahoma City, OK 73112
405-848-9549
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NEW BUSINESS/
PUBLIC DISCUSSION





ECONOMIC DEVELOPMENT AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the Midwest City YouTube Channel.



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



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



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



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



MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

August 13, 2019 - 6:03 PM

A. CALL TO ORDER.

B. DISCUSSION ITEM.

1. Discussion and consideration of approving the minutes of the special meeting on July 23, 2019, as submitted. (Secretary - Sara Hancock)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/ administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)

E. ADJOURNMENT



DISCUSSION ITEM



A notice for this special Midwest City Economic Development Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Economic Development Authority Special Meeting Minutes

July 23, 2019 – 6:04 PM

This meeting was held in the Midwest City Council Chambers, in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 8:34 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Sean Reed, Christine Allen, and Jeff Moore with Secretary Sara Hancock, City Manager Tim Lyon, and City Attorney Heather Poole. Absent: Española Bowen.

CONSENT AGENDA. Eads made a motion to approve the Consent Agenda, as submitted, seconded by Allen. 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 meeting on June 25, 2019, as submitted.
2. Discussion and consideration of passing and approving Resolution EDA2019-02 for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2019 to be made available for fiscal year 2019-2020; and amending the budget for fiscal year 2019-2020 to include the released appropriations from the fiscal year 2018-2019 budgets as supplemental appropriations; and, effective July 1, 2019, renewing encumbrance commitments canceled at the close of day June 30, 2019.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:35 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





Economic Development
100 N. Midwest Blvd.
Midwest City, OK 73110
rcoleman@midwestcityok.org
Office: 405-739-1218/Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Economic Development Director

DATE: August 13, 2019

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/ administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during executive session.

Robert Coleman

Robert Coleman
Economic Development Director