



MIDWEST CITY  
MEETING AGENDAS FOR  
July 10, 2018

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**STAFF BRIEFING**

City Hall - Midwest City Council Conference Room, second floor  
100 N. Midwest Boulevard

July 10, 2018 – 6:00 PM

To make a special assistance request for any meeting, call 739-1215 or email [pmenefee@midwestcityok.org](mailto: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.

**DISCUSSION.**

Discussion and clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas of the City Council, cpf "Memorial Hospital Authority"o getings" for July 10, 2018.

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

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

July 10, 2018 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Public Works Director, Vaughn Sullivan
- Pledge of Allegiance by Councilmember Allen
- Community-related announcements and comments
- MWC Clean Community Award presented by the Oklahoma Dept. of Environmental Quality and Keep Oklahoma Beautiful.

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 special, staff briefing, and regular meetings of June 26, 2018, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of resolution to renew Sales Tax Agreement required for Refunding Revenue Bonds, Series 2011 and Capital Improvement Revenue Bonds, Series 2011A. (Finance - C. Barron)
3. Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform an audit of Midwest City's 2017-2018 financial statements in an amount not to exceed \$60,375, and, only if required, \$3,450 for each major Federal program. (Finance - C. Barron)
4. Discussion and consideration of approving the use of Construction Loan Payment funds for construction of water lines along Roefan and Hand Roads. (City Manager - G. Henson)
5. Discussion and consideration of entering into a four-year agreement with Azteca Systems for Cityworks Server PLL software. (Community Development - B. Harless)
6. Discussion and consideration of entering into an updated agreement with My ASL Interpreter, LLP for translation services, and to establish the terms and conditions under which the company will provide interpreting services upon the City's request as required by the Americans with Disabilities Act. (Community Development - B. Harless)
7. Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2018-19. (Police - B. Clabes)
8. Discussion and consideration of renewing a contract, with modifications, for FY2018-2019 Public Works General and Emergency Services with Silver Star Construction Company. (Public Works - V. Sullivan)

9. Discussion and review of the Monthly Neighborhood Services report for May 2018  
(Neighborhood Services - M. Stroh)

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

F. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. (City Manager - G. Henson)

G. ADJOURNMENT.



CONSENT AGENDA



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

### **Midwest City Special City Council Minutes**

June 26, 2018 – 5:00 PM

This special City Council meeting was advertised for the Midwest City Council Chamber, but was moved to the Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Public notice was posted in the Chamber of the move.

Mayor Matt Dukes called the meeting to order at 5:11 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, \*Españiola Bowen, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

\*Councilmember Bowen arrived at 5:18 PM.

#### **DISCUSSION.**

- 1. Discussion and consideration of (1) participating in the OMAG’s training program, (2) update and adopt a governing body best practice handbook, (3) complete the OMAG Stability Test, and (4) review the Declarations and Explanation of Coverage page video in compliance with the Oklahoma Municipal Assurance Group Liability Protection Plan (MLPP) and completion of Recognition Program requirements.** Bill Tackett with Oklahoma Municipal Assurance Group (OMAG) led the training and had discussion with the Council. Eads made a motion to adopt the handbook, as submitted, seconded by Byrne. Aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

#### **ADJOURNMENT.**

Mayor Dukes adjourned the meeting at 5:42 PM.

ATTEST:

\_\_\_\_\_  
MATT DUKES, Mayor

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

A notice for staff briefings for the Midwest City Council 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](http://www.midwestcityok.org)).

### **Midwest City Council Staff Briefing Minutes**

June 26, 2018 – 6:00 PM

This staff briefing was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:04 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

#### **DISCUSSION.**

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council for June 26, 2018.** Council and Staff made community-related announcements and discussed individual agenda items.

Mayor Dukes adjourned the meeting at 6:47 PM.

ATTEST:

\_\_\_\_\_  
MATT DUKES, Mayor

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

A notice for the regular Midwest City Council 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](http://www.midwestcityok.org)).

## **Midwest City Council Minutes**

June 26, 2018 – 7:00 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 7:14 PM with the following members present: Councilmembers \*Susan Eads, Pat Byrne, Española Bowen, Sean Reed, \*\*Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

### **Opening Business.**

Public Works Director, Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Reed. Council made community-related announcements.

### **Consent Agenda.**

Eads made a motion to approve the Consent Agenda, as submitted, except to pull item twenty-nine, thirty, and thirty one, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the special minutes of the May 14, 2018, May 17, 2018, and May 24, 2018 meetings; and the minutes of the staff briefing, and regular meeting of June 12, 2018, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Dedicated Tax 2012 Fund, expenses/Economic Development (87) \$4,300. Activity Fund, expenses/Parks (23) \$400. General Fund, expenses/Emergency Response (18) \$2,750; revenue/Transfers In (00) \$165,000; expenses/Transfers Out (00) \$165,000. Hotel Motel Tax Fund, expenses/Transfers Out (87) \$15,000. Park & Recreation Fund, revenue/Transfers In (00) \$5,000. CVB Fund, revenue/Transfers In (00) \$5,000; Welcome Center Fund, revenue/Transfers In (00) \$5,000. Park & Recreation Fund, expenses/Park & Rec (06) \$35,000. Reimbursed Projects, expenses/General Government (14) \$500. Sales Tax Capital Improvement Fund, expenses/Transfers In (00) \$75,000.
3. Discussion and consideration of accepting the City Manager's Report for the month of May, 2018.
4. Discussion and consideration of approving and entering into a contract for fiscal year 2018-19 with Gano Coleman, CPA, PLLC, an Oklahoma Tax Commission approved auditor, at the rate of \$90 per hour for sales tax audits for one taxing jurisdiction or \$70 per hour for sales tax audits for two or more taxing jurisdictions.
5. 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.

6. Discussion and consideration of entering into a Contract to Provide Employee Assistance and Related Services with Stacey Stephens, a Licensed Professional Counselor (LPC) for the FY 2018/2019 Ms. Stephens has agreed to provide her services at the same rates as our current EAP Counselor, these rates are \$2.25 per employee per month, and for mandated issues there is a \$106.83 charge per initial assessment and \$62.44 per session, by allowing Ms. Stephens to be added to the EAP Program we are providing our employees a choice in counseling services. The cost of a second EAP counselor was budgeted into the Life and Health Fund for FY 2018/2019 budget as a \$12,600 expenses.
7. Discussion and consideration of renewing the public entity excess liability insurance policy with OneBeacon Government Risks for the City of Midwest City's general liability self- insurance plan for the 2018-2019 fiscal year at an annual cost of \$94,354 for a self-insured retention of \$250,000 per occurrence.
8. Discussion and consideration of renewing the excess workers compensation contract with Midwest Employers for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2018-2019 fiscal year at an annual cost of \$199,966 for self-insured retention of \$500,000 per claim for police and fire employees and \$450,000 per claim for all other employees.
9. Discussion and consideration of renewing a property insurance policy from Oklahoma Municipal Assurance Group (OMAG) with a \$10,000 deductible, including wind and hail for the premium rate of \$280,527. Also consideration of renewing a vehicle and equipment policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability for at a premium rate of \$145,211 for fiscal year 2018-2019.
10. Discussion and consideration of renewing an agreement in the amount of \$50,000 with Mid- Del Youth and Family Center, Inc. for emergency youth shelter, counseling, juvenile diversionary, training/consultation and community education services for fiscal year 2018-19.
11. Discussion and consideration of renewing the following contracts, without modifications, for Fiscal Year 18-19: Office Supply Contract with Staples, Inc.; the utility bill production agreement with Dataprose, LLC, and Connect + Series mail machine lease from Pitney Bowes in the amount of \$248.55 per month.
12. Discussion and consideration of 1) approval of the proposed 2018 Action Plan, a part of the 2015–2019 Consolidated Plan and Strategy, for the use of 2018 Community Development Block Grant (CDBG) funds, 2) authorization of the Mayor to submit the approved and/or modified certifications to the U.S. Department of Housing and Urban Development, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program.
13. Discussion and consideration of renewing the Lease and Operating Agreement with Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Steed Head Start facility located at 2118 Flannery Drive.



14. Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Dana Brown Cooper Head Start facility located at 9300 N.E. 10th Street.
15. Discussion and consideration of approving and entering into a contract for FY 2018-19 in the amount of \$162,863 with Central Oklahoma Transportation and Parking Authority (COTPA) EMBARK for the provision of Route 15 bus service in Midwest City.
16. Discussion and consideration of renewing the maintenance contract with R. K. Black, Inc. at \$12.00 a month for 1,000 pages with overage billed at \$0.012 per page.
17. Discussion and consideration of renewing the maintenance contract with One Source Managed Services billed at \$0.065 per color page and at \$.0065 per black page.
18. Discussion and consideration of approving and entering into a Lease and Operating agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc hereafter called "CAA."
19. Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2018-2019.
20. Discussion and consideration of renewing for fiscal year 2018-19 the contracts with: ACOG in the amount of \$1400.00 for UPWP traffic counts; American Fence Company in the amount of \$8,000.00 for Tinker fence; Arbor Masters Tree Service in the amount of \$13,000.00 for Original Mile infill lot tree removal; AutoDesk in the amount of \$2,350.00 for AutoCAD maintenance; Cowan Group Engineering in the amount of \$20,600.00 for structural engineering on Mid-America Pedestrian Bridge; Crafton, Tull, & Associates in the amount of \$261,800.00 for engineering services for SE 29th from Midwest Boulevard to Douglas reconstruction; Crafton, Tull, & Associates in the amount of \$26,500.00 for FEMA flood study-Soldier Creek and SE 29th; Crafton, Tull, & Associates in the amount of \$3500.00 for Douglas resurfacing-SE 4th to NE 10th; Florida Wholesale Plants in the amount of \$90.00 per month for care and maintenance of tropical plants at City Hall; Garver, LLC in the amount of \$44,100.00 for waterline-NE 23th between SCIP and Spencer Road; GMR & Associates in the amount of \$6500.00 for groundwater monitoring in downtown development; Guy Engineering in the amount of \$28,820.00 for pedestrian bridge and bridge rail repairs-Reno Solider Creek Crossing; HR&A Advisors in the amount of \$125,000.00 for Innovation District Plan; Hydro-Cad in the amount of \$281.00 for HydroCad software maintenance; InfoTech in the amount of \$519.00 for Estimator software; IT Nexus in the amount of \$2,000.00 for MapViewer maintenance; Jacobs Engineering in the amount of \$80,500.00 for pedestrian signal project; Jacobs Engineering in the amount of \$1,000.00 for Original Mile coring; Lee Engineering in the amount of \$30,700.00 for work on traffic signals at Orchard and Douglas and Air Depot and the Railroad Crossing; M&M Wrecking in the amount of \$17,000.00 for the demolition of 100, 102, 108, and 110 Woodman; Midstate Traffic Control in the amount of \$975.00 for signal repair at 29th Street Trail; Midstate Traffic Control in the amount of \$1100.00 for LED luminaire at SE 15th and Douglas; My ASL Interpreter for sign language interpreting services upon City request as required by ADA; ODOT in the amount of \$806.00 for railroad crossing modification NE 10th from Sooner to Air Depot; ODOT in the amount of \$806.00 for railroad crossing modification Midwest Boulevard from NE 10th to NE

23rd; ODOT in the amount of \$428.00 for railroad crossing modification Douglas from NE 10th to NE 23rd; ODOT in the amount of \$34,316.20 for the City's share of construction plans for the Palmer Loop Trail and Mid-America Park Trail; ODOT in the amount of \$4153.00 for engineering services with RL Shears for Eastside Elementary; OneSource/Xerox to lease a Xerox Altalink C8045 Multifunctional copier at \$99.21 per month, inclusive of maintenance. Associates in the amount of \$11,000.00 for remodeling of City Hall restrooms; Shoaid Nazir for translating services upon City request as required by ADA; Sign Language Resources Service for sign language interpreting services upon City request as required by ADA; Simplexgrinnell in the amount of \$296.71 for repairs to the fire system; Simplexgrinnell in the amount of \$1076.47 for annual inspection and testing of fire alarm system; TAP Architecture in the amount of \$38,190.84 for design, engineering, and construction administration services regarding I-40 beautification; TAP Architecture in the amount of \$70,000.00 for Original Mile Park plans.

21. Discussion and consideration of entering into a three-year contract with Environmental System Research Institute, Inc (ESRI) at the price of \$50,000 per year for Small Government Enterprise License Agreement (SGELA) for GIS software maintenance, for a total of \$150,000 for the three-year period.
22. Discussion and consideration of awarding the bid to and entering into a contract with Phoenix Construction in the base bid amount of \$100,900 for the City Complex ADA Bathroom Compliance Project.
23. Discussion and consideration of renewing an agreement with Everbridge in the amount of \$15,225 for a mass notification system for fiscal year 2018-19.
24. Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support.
25. Discussion and consideration of renewing the School Resource Officer Mutual Cooperation Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma, for the placement of a school resource officer at Midwest City High School from August through May, for which the District agrees to pay \$65,000; and authorizing the city manager and the chief of police to execute the agreement on behalf of the City.
26. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2018-19 with the City of Choctaw, the City of Nicoma Park, the City of Harrah, and the City 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, 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.
27. Discussion and consideration of entering into an agreement with the City of Choctaw, the City of Nicoma Park and the City of Jones for animal care services for fiscal year 2018-19.
28. Discussion and consideration of renewing an agreement with the City of Choctaw, the City of Harrah and the City of Jones to provide emergency animal control services for fiscal year 2018-19.

29. **Discussion and consideration of renewing agreement with Midwest Veterinary Hospital in conjunction with the Adopt-A-Pet program for fiscal year 2018-19.** Eads made a motion to approve the agreement, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
30. **Discussion and consideration of approving and entering into agreements for fiscal year 2018-19 with Midwest Veterinary Hospital and the Oklahoma Humane Society, who are electing to offer free services to animals adopted from the Midwest City Animal Shelter in conjunction with the Adopt-A-Pet program.** Eads made a motion to approve the agreement, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
31. **Discussion and consideration of approving and entering into an agreement for fiscal year 2018-19 with Pet-Vet Animal Clinic who is electing to offer free services to animals adopted from the Midwest City Animal Shelter in conjunction with the Adopt-A-Pet program.** Eads made a motion to approve the agreement, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
32. Discussion and consideration of approving and entering into an agreement with Mid-Del Group Home for FY 18/19 to provide cleaning at various pavilions parks and for litter pick up around Midwest City.
33. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Soccer Club for services in support of the soccer program at the Soccer Complex for FY 2018-19.
34. Discussion and consideration of approving and entering into the FY 2018-2019 Service Contract with the Oklahoma Spartans Youth Organization. The contract is from July 1, 2018 through June 30, 2019.
35. Discussion and consideration of renewing for fiscal year 2018-2019 the maintenance agreements with Park Place Technologies LLC in the amount of \$13,249.80 for SAN maintenance; SHI International Corp. in the amount of \$10,643.00 for software maintenance in connection with the City's GroupWise email system; Tyler Technologies in an amount not to exceed \$11,183.00 for software maintenance for the time and attendance system. SHI International Corp. in the amount of \$3,125.00 for ESET Endpoint Antivirus; Messaging Architects Inc. in an amount not to exceed \$4,375.00 for Netmail email archiving; SHI International Corp. in an amount not to exceed \$12,922.62 for VMWare maintenance; ImageNet Consulting in an amount not to exceed \$46,853.40 for Laserfiche maintenance; American Solutions for Business \$160.00 for PrintChef maintenance; HelpSystems, LLC in the amount of \$1,172.14 for Robot/Alert & Robot/Transform iSeries management software; SHI International Corp. in an amount not to exceed \$2,560.00 for Veeam Standard Support; AgendaPal in an amount not to exceed \$4,800.00 for agenda management/creation software; Tyler Technologies. in an amount not to exceed \$135,137.00 for software maintenance in connection with the Police, 911 and Court; Barracuda Networks Inc. in an amount not to exceed \$8,203.00 for spam and web filter maintenance.

36. Discussion and consideration of approving and entering into a Lease Agreement with New Cingular Wireless PCS, LLC in the amount of \$21,000.00 per year for the Clock Tower location including ground lease, shelter, and a generator.
37. Discussion and consideration of approving and entering into an agreement with Superior, LLC for hosted Naviline services for the City in an amount not to exceed \$91,811.00 per year.

**Discussion Items.**

12. **Discussion and consideration of a presentation on Innovation District by HR&A Consultants.** Staff and Jamie Kim with HR&A Consultants spoke with Council. Reed made a motion to accept the report, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
1. **(PC – 1946) Discussion and consideration of approval of the proposed preliminary plat of Oakes Crossing, described as a part of the SW/4 of Section 31, T12N, R1W, addressed as 10225 E. Reno Ave.** After Staff and Council discussion, Moore made a motion to approve the plat, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **(PC-1951) Public hearing with discussion and consideration of a an ordinance to redistrict from R-6, Single Family Residential to SPUD, Simplified Planned Unit Development governed by the O-2, General Office district, for the property described as lot 7 of the Traubs 2nd Addition, located at 2608 S. Post Road.** After Staff and Council discussion, Bowen made a motion to approve the plat, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Allen, Moore, and Mayor Dukes. Nay: Reed. Absent: none. Motion carried.
3. **(PC–1952) Public hearing with discussion and consideration of approval of the Sooner Rose III Addition Final Plat 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.** Allen made a motion to approve the plat, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **(PC – 1953) Public hearing with discussion and consideration of approval an ordinance to redistrict from R-MH-2, Manufactured Home Park District to Planned Unit Development (PUD) governed by the R-MD, Medium Density Residential District and a resolution to amend the Comprehensive Plan from MH, Manufactured Home, to MDR, Medium Density Residential, for the property described as a tract of land lying in the NW/4 of Section 25, T-12-N, R-2-W, located at 2222 N. Douglas Blvd.** After discussion, Allen made a motion to table the item until the July 24, 2018 Council meeting, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

5. **(PC–1954) Public hearing with discussion and consideration of approval of the Soldier Creek Industrial Park (SCIP) Final Plat for the property described as a tract of land lying in the N/2 of Section 27, T-12-N, R-2-W, City of Midwest City, Oklahoma County, Oklahoma, located on the south side of NE 23rd Street, east of N. Air Depot Blvd.** Eads made a motion to approve the plat, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
6. **(PC – 1955) Public hearing with discussion and consideration of a request to rename Forest Trail located within Forest Glen North Section 3 to Forest Terrace.** Allen made a motion to approve the new name, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
7. **(PC-1956) Discussion and consideration of an ordinance amending Section 5, Supplemental Zoning Regulations, of the Midwest City Code; by amending Section 5.13, Infill Housing Exceptions to Minimum House Size; and providing for repealer and severability and establishing an effective date.** After Staff and Council discussion, Byrne made a motion to approve Ordinance 3339, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
8. **Discussion and consideration of a plat correction for the plat of St. Charles Place for the omission of the word "street" from the Owner's Certificate and Dedication block on the submitted and filed plat.** Byrne made a motion to approve the plat, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
9. **Discussion and consideration of an ordinance amending Article III, Section 9, Building Code of the Midwest City Code; by amending Section 112.0 Permit Fees; and providing for repealer and severability and establishing an effective date.** After Staff and Council discussion, Eads made a motion to approve Ordinance 3341, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

\*Councilmember Eads left the meeting at 8:18 PM

10. **Discussion and consideration of a request to fund the construction of a water line extension from Westminster Road to S.E. 28th Street along Roefan Road and Hand Road. (Originally presented on November 14th, 2017, continued on January 23rd, 2018, continued again on March 27th, 2018.)** After Staff and Council discussion, Allen made a motion to approve the plat, as submitted, seconded by Moore. Voting aye: Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.

\*Councilmember Eads returned to the meeting at 8:19 PM

11. **Discussion and consideration of approving a two (2) percent cost of living increase effective July 1, 2018 for all employees not covered by a collective bargaining agreement.** After Staff and Council discussion, Reed made a motion to approve the cost of living increase, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

13. **Discussion and consideration of approving a Project Agreement by and between the Midwest City Memorial Hospital Authority and the City of Midwest City regarding “Midwest City memorial Hospital Authority (Midwest City, Oklahoma) Tax Apportionment Refunding Bonds, Taxable Series 2018, (Sooner Rose Increment District Project), (hereinafter defined as the “Taxable Series 2018 Bonds”).** Bowen made a motion to approve the agreement, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

**New Business/Public Discussion.**

There was no new business or public discussion.

- At 8:28 PM, Eads made a motion to recess, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
- At 9:10 PM, Eads made a motion to return to City Council, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Mayor Dukes. Nay: none. Absent: \*\*Allen. Motion carried.

**Executive Sessions.**

1. **Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. §307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

At 9:12 PM, Bowen made a motion to enter into executive session, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.

At 10:18 PM, Bowen made a motion to return to open session, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.

Reed made a motion to authorize the City Manager to proceed as discussed in executive session, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.

3. **Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Keisha Williams Tort Claim Number 2250000080, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

At 10:19 PM, Reed made a motion to enter into executive session, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.

At 10:26 PM, Eads made a motion to return to open session, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.

Bowen made a motion to authorize the City Manager to proceed as discussed in executive session, seconded by Moore. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.

**2. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. §307(B)(4), to discuss options regarding the Arbitration Hearing between the City of Midwest City and the IAFF Local 2066.**

At 10:27 PM, Byrne made a motion to enter into executive session, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.

At 11:20 PM, Reed made a motion to return to open session, seconded by Moore. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.

Reed made a motion to authorize the City Manager to proceed as discussed in executive session, seconded by Moore. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.

**Adjournment.**

There being no further business, Mayor Dukes adjourned the meeting at 11:20 PM.

ATTEST:

\_\_\_\_\_  
MATT DUKES, Mayor

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



# The City of MIDWEST CITY

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100 N. MIDWEST BLVD \* MIDWEST CITY, OKLAHOMA 73110  
(405) 739-1240 \* FAX (405) 739-1247 \* TDD (405) 739-1359

## Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: July 24, 2018

Subject: Discussion and consideration of resolution to renew Sales Tax Agreement required for Refunding Revenue Bonds, Series 2011 and Capital Improvement Revenue Bonds, Series 2011A.

The sales tax agreement for the Series 2011 and Series 2011A bond issues must be renewed each year. Attached is a resolution to renew the agreement for fiscal year 2018-2019.

Christy Barron  
Finance Director



**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MIDWEST CITY TO RENEW THE SALES TAX AGREEMENT REQUIRED BY THE CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2011, AND CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2011A.**

**WHEREAS**, the Council of the City of Midwest City, Oklahoma (hereinafter called the "City"), and the Midwest City Municipal Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into certain Sales Tax Agreements (hereinafter called the "Agreements"), dated September 1, 2011 and November 1, 2011, respectively, whereby the City agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's Capital Improvement Refunding Revenue Bonds, Series 2011, and Capital Improvement Revenue Bonds, Series 2011A, respectively, and other obligations of the Authority as therein provided; and

**WHEREAS**, it is necessary that such Agreements be renewed, ratified and affirmed for the fiscal year of the City ending June 30, 2019.

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

SECTION 1. The Sales Tax Agreements dated September 1, 2011 and November 1, 2011, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2019.

PASSED AND APPROVED by the Mayor and Council of Midwest City, Oklahoma this 24th day of July, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED as to form and legality this 24th day of July, 2018.

\_\_\_\_\_  
City Attorney



# The City of MIDWEST CITY

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100 N. MIDWEST BLVD \* MIDWEST CITY, OKLAHOMA 73110  
(405) 739-1245 \* FAX (405) 739-1247 \* TDD (405) 739-1359

## Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: July 10, 2018

SUBJECT: Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform an audit of Midwest City's 2017-2018 financial statements in an amount not to exceed \$60,375, and, only if required, \$3,450 for each major Federal program.

The Finance Department has been in communication with Mike Gibson of RSM US, LLP concerning the audit engagement for Fiscal Year (FY) 2017-2018. The financial statements audit fee is \$60,375 and each major Federal program audit fee is \$3,450, if required.

It is recommended that the attached engagement letters be approved.

Christy Barron  
Finance Director

Attachments: Audit Engagement Letter  
Required Communications Letter



RSM US LLP

210 Park Avenue  
Suite 1725  
Oklahoma City, OK 73102

T +1 405 239 7961  
F +1 405 235 0042

[www.rsmus.com](http://www.rsmus.com)

July 10, 2018

Mr. J. Guy Henson, City Manager  
Ms. Christy Barron, Finance Director  
City of Midwest City  
Midwest City, Oklahoma

Attention: City Council

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the City of Midwest City's (the City) governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ended June 30, 2018, which collectively comprise the basic financial statements. Management is also responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. We are pleased to confirm our acceptance and understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

If required, we will also perform the audit of the City of Midwest City as of June 30, 2018 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); and *Government Auditing Standards* issued by the Comptroller General of the United States (GAS). If required, we will also perform our audit in accordance with the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards, regulations, and supplements require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors

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or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our audit will include all of the City's accounts and funds in effect as of and during the year ended June 30, 2018.

The City of Midwest City has no discrete component units that are required to be included in the City's basic financial statements, and the blended component units that are to be included as part of the City of Midwest City's financial statements are Midwest City Municipal Authority, the Midwest City Utilities Authority, Midwest City Hospital Authority, Midwest City Economic Development Authority, and Urban Renewal Authority.

There are no component units whose financial statements you have told us will be omitted from the basic financial statements.

The City is a recipient of federal programs funded by various federal agencies, including, but not limited to:

- U.S. Department of HUD
- U.S. Department of Transportation
- Federal Emergency Management Agency

You will provide us with a preliminary schedule of expenditures of federal awards, covering federal expenditures for the period from July 1, 2017 through June 30, 2018, by July 31, 2018. We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 17, 2018.

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program

questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or

suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse, affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

If the audit will also be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The City Council is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement.

Because RSM US LLP will rely on the City of Midwest City and its management and City Council to discharge the foregoing responsibilities, the City of Midwest City holds harmless and releases RSM US LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City of Midwest City's management that has caused, in any respect, RSM US LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

### **Records and Assistance**

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by the City of Midwest City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Mr. Frank Chen, Deputy Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.]

If, in connection with our audit, you request us to perform certain non-audit services necessary for the preparation of the financial statements, including maintaining depreciation schedules, drafting the financial statements, etc. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City of Midwest City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City of Midwest City has agreed that Christy Barron, Director of Finance possesses suitable skill, knowledge or experience and that the individual understands the services to be performed sufficiently to oversee them. Accordingly, the management of the City of Midwest City agrees to the following:

1. The City has designated Christy Barron, Director of Finance as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Christy Barron, Director of Finance will assume all management responsibilities for subject matter and scope of any such non-audit services;
3. The City will evaluate the adequacy and results of the services performed; and
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City of Midwest City's management and the City Council of the objectives of the non-audit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

### **Other Relevant Information**

RSM US LLP may mention the City's name and provide a general description of the engagement in RSM US LLP's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In addition, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by RSM US LLP professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

**Fees, Costs, and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5 percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Our fee for the services described in this letter will be as follows:

Audit of financial statements \$60,375

Single Audit Act requirements, **only if required** \$3,450 per major federal program

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate RSM US LLP for any additional costs incurred as a result of the City's employment of a partner or professional employee of RSM US LLP.

In the event we are requested or authorized by the City of Midwest City or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City of Midwest City, the City of Midwest City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.



The documentation for this engagement is the property of RSM US LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RSM US LLP audit personnel and at a location designated by our firm.

### **Claim Resolution**

The City of Midwest City and RSM US LLP agree that no claim arising out of services rendered pursuant to this arrangement letter shall be filed more than the earlier of two years after the date of the audit report issued by RSM US LLP or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. RSM US LLP's liability for all claims, damages and costs of the City of Midwest City arising from this engagement is limited to the amount of fees paid by the City of Midwest City to RSM US LLP for the services rendered under this arrangement letter, and any necessary and reasonable attorneys' fees and costs incurred by the City of Midwest City. All such claims shall be brought and heard under Oklahoma law.

### **Information Security - Miscellaneous Terms**

RSM US LLP is committed to the safe and confidential treatment of the City of Midwest City's proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

RSM US LLP may terminate this relationship immediately in its sole discretion if RSM US LLP determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or RSM US LLP's client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, under Oklahoma law, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our audit of the City of Midwest City's financial statements. Our report will be addressed to the City Council of the City of Midwest City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the City of Midwest City's financial statements, we will also issue the following types of reports (reports related to the Single Audit will be issued only if the audit is subject to the provisions of the Single Audit):

1. A report on the fairness of the presentation of the City of Midwest City's schedule of expenditures of federal awards for the year ending June 30, 2018;
2. Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal control;
3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program;
4. An accompanying schedule of findings and questioned costs; and

This letter constitutes the complete and exclusive statement of agreement between RSM US LLP and the City of Midwest City, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

#### **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

RSM US LLP

A handwritten signature in black ink that reads "Mike Gibson". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

Mike Gibson, Partner

**Confirmed on behalf of the City of Midwest City:**

\_\_\_\_\_  
Mayor  
(Confirmed on behalf of the City Council)

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Date

December 8, 2016

Joseph Michael Adams  
RSM US LLP  
1 S Wacker Dr Ste 800  
Chicago, IL 60606

Dear Mr. Adams:

It is my pleasure to notify you that on December 8, 2016 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is October 31, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Michael Fawley  
Chair—National PRC  
nprc@aicpa.org 919 4024502

cc: Gary W Schafer; John Mark Edwardson

Firm Number: 10046712

Review Number 451038

Letter ID: 1131947A

## System Review Report

To the Partners of  
RSM US LLP  
and the National Peer Review Committee  
of the American Institute of Certified  
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of RSM US LLP (the “firm”) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 and 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of RSM US LLP applicable to non-SEC issuers in effect for the year ended April 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RSM US LLP has received a peer review rating of *pass*.

*BKD, LLP*

December 2, 2016



July 10, 2018

City Council  
City of Midwest City  
Midwest City, Oklahoma

**RSM US LLP**

210 Park Avenue  
Suite 1725  
Oklahoma City, OK 73102

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[www.rsmus.com](http://www.rsmus.com)

Attention: Finance Committee

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of City of Midwest City's financial statements and compliance as of and for the year ended June 30, 2018.

### **Communication**

Effective two-way communication between our Firm and the members of the City Council is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the City of Midwest City and its environment, identifying appropriate sources of audit evidence, and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate to us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts, instances of noncompliance, or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

### **Independence**

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of RSM US LLP is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliate of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies restrict certain non-audit services that may be provided by RSM US LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

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### **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance, including abuse.

### **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality in both planning and performing the audit, evaluating the effect of identified misstatements or noncompliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, forming the opinion in our report on the financial statements, and determining or reporting in accordance with *Government Auditing Standards* and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing, and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

### **Our Approach to Internal Control and Compliance Relevant to the Audit**

Our audit of the financial statements, including compliance, will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. Our review and understanding of the City of Midwest City's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal control. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act, and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR 200 (Uniform Guidance).

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial

statements and any noncompliance that could have a direct and material effect on each major program. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards identified above.

**Timing of the Audit**

We will perform planning and interim procedures in August 2018, including tests of major Federal programs. Year-end audit procedures will primarily be performed in September through November 2018. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to meeting this schedule and completing our audit on a timely basis.

**Closing**

This letter is intended solely for the information and use of the City Council of the City of Midwest City, and is not intended to be and should not be used by anyone other than the specified parties.

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the City of Midwest City.

*RSM US LLP*





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: 405.739.1204  
Fax: 405-739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: J. Guy Henson, City Manager

DATE: July 10, 2018

SUBJECT: Discussion and consideration of approving the use of Construction Loan Payment funds for construction of water lines along Roefan and Hand Roads.

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This project was approved at the last Council meeting. Staff recommends this project be funded from the Construction Loan Payment Fund. There is \$750,000 available for "Projects to be Approved by the Council."

J. GUY HENSON, AICP  
City Manager



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT –  
BUILDING INSPECTION DIVISION

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Julie Shannon, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Allison, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

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TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : July 10, 2018

SUBJECT : Discussion and consideration of entering into a four-year contract with Azteca Systems for Cityworks Server PLL software.

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By signing this contract, the cost incurred will be \$55,000.00 for the first year, \$105,000.00 for year two, and \$120,000.00 for year three for both Cityworks PLL and our current Cityworks AMS packages combined. Cityworks Server PLL is designed for public agencies that manage permits, projects, inspections, and other activities related to permitting, planning, and engineering review. An intuitive workflow engine accurately tracks the process from application or request through departmental plan reviews, fee collection, inspections, regulatory meetings, hearings, and more. Most permits and applications span an array of public departments, including building, planning, and engineering. Cityworks Server PLL enables agencies to share and access pertinent information easily and efficiently, streamlining the application and review process across departments, and delivering substantially higher levels of customer service for contractors and citizens.

Staff recommends approval.

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Billy Harless, AICP  
Community Development Director

BH:lkb



Azteca Systems, LLC  
 11075 South State Street, Suite 24  
 Sandy, UT 84070  
 Corporate Main 801-523-2751  
 Corporate Fax 801-523-3734

**Pricing Quotation**

Quote Number 00002507 Created Date 6/20/2018  
 Expiration Date 9/20/2018

**Contact Info**

Contact Name Greg Hakman Prepared By Emily Davies  
 Company Name Midwest City, OK Email edavies@cityworks.com  
 Phone 405.739.1219  
 Email ghakman@midwestcityok.org

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
CW.ELAPLLSTA.Tier3A	ELA - Server PLL STANDARD Tier 3A	Fee reflects discount and pro-rated amount through 1/31/2019	1.00	\$16,250.00	\$16,250.00
CW.CWWH.0001	Web Hooks	Included in Standard AMS ELA	1.00	\$0.00	\$0.00
CW.Workload.0001	Workload	Included in Standard AMS ELA	1.00	\$0.00	\$0.00
Total Price				\$16,250.00	
Grand Total				\$16,250.00	

**Support Period Notes and Amounts**

Support Notes #	Support Period	Support Amount	Details
Support Notes #1	07/15/2018 - 01/31/2019	AMS: Previously paid PLL: \$16,250.00 (pro-rated amount)	
Support Notes #2	02/01/2019 - 01/31/2020	AMS: \$60,000.00 PLL: \$30,000.00 (50% discount)	
Support Notes #3	02/01/2020 - 01/31/2021	AMS: \$60,000.00 PLL: \$45,000.00 (25% discount)	
Support Notes #4	02/01/2021 - 01/31/2022	AMS: \$60,000.00 PLL: \$60,000.00	

**Notes**

Quote Notes Quote adds Web Hooks, Workload and PLL Standard ELA to current license.

Updated Licensing:  
 Server AMS Standard Enterprise License Agreement (ELA). Includes Unlimited Quantities of the Identified Products:  
 Office  
 Tablet  
 Respond  
 Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:  
 Storeroom  
 Equipment Checkout  
 Contracts  
 Cityworks for Excel  
 Cityworks Analytics for AMS  
 eURL (Enterprise URL)  
 Workload  
 Web Hooks



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CCTV Interface for PACP  
MicroPaver Interface  
Service Request API  
Local Government Templates (LGT)  
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Server PLL Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:  
Office  
Tablet  
Respond  
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:  
eURL (Enterprise URL)  
Public Access for PLL  
Cityworks Analytics for PLL  
Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 50,001 - 100,000 population range

Initial license fee is pro-rated through 01/31/2019.

## AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2018

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.  
The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

### Order Process

The order process is initiated when Azteca Systems receives either a Purchase Order with invoicing instructions or some form of advance payment. Additional documents will be required including, the Cityworks Software License Agreement, Addendums to the software license agreement, and Cityworks Site Profile to complete your order. The need for these documents may vary by the type of software ordered or generally accepted industry practices. Please consult your Account Representative for assistance. If delivery must be expedited, please notify your Account Representative.

To expedite your order, please reference this quotation number.

### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee, client, licensee, or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

### Delivery

Allow thirty-days (30) from Azteca System's receipt of the Purchase Order, signed Software License Agreement, Maintenance Addendum, and



Azteca Systems, LLC  
11075 South State Street, Suite 24  
Sandy, UT 84070  
Corporate Main 801-523-2751  
Corporate Fax 801-523-3734

other documents, as required.

Delivery method is by way of download through Azteca Systems, LLC customer support web portal.

**Payment Terms**

Net thirty (30) days.

**Taxes**

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

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## CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC (“Azteca Systems”) a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and **Midwest City**, Oklahoma, using certain of Azteca Systems Licensed Products hereinafter referred to as “Licensee.” This Agreement is effective immediately upon delivery of Licensed Products (the “Effective Date”).

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below (“Licensee”) and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party’s original signature is not delivered.

### ARTICLE 1—DEFINITIONS

**1.1 Definitions.** The terms used are defined as follows:

- a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee’s employees; (ii) Licensee’s consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software’s public web portal (if applicable). Other than limited use of the Products through the software’s web portal, the public is not considered an authorized user.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- f. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee’s internal use.
- g. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee’s internal use to provide testing License rights prior to deployment.
- h. "Documentation" means all user reference documentation that is delivered with the Software.
- i. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee’s internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee’s clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the

Documentation to which Licensee has purchased a License as identified as specified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

- k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
- m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- n. "Preview" means any alpha, beta, or prerelease Product.
- o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
- r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

## ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

## ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License.** Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 -- Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

**3.2 Preview Release Licenses.** Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

**3.3 Special Use Programs.** If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

**3.4 Delivery.** Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

## ARTICLE 4—SCOPE OF USE

### 4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
  1. Install and store Products on electronic storage device(s);
  2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
  4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

**4.2 Uses Not Permitted.** Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;



- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
- l. Unbundle or independently use the individual or component parts of Software or Online Services;
- m. Incorporate any portion of the Software into a product or service that competes with the Software;
- n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

## ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually, by approval of the City Council, and by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3. Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7. If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems

shall remain in force should breach or termination of any kind occur.

## ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

**6.1 Limited Warranties.** Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

**6.2 Special Disclaimer.** CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

**6.3 Internet Disclaimer.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

**6.4 General Disclaimer.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

**6.5 Exclusive Remedy.** Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

**6.6** If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

## ARTICLE 7—LIMITATION OF LIABILITY

**7.1 Disclaimer of Certain Types of Liability.** AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES;

INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**7.2 General Limitation of Liability.** EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

**7.3 Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

## **ARTICLE 8—INFRINGEMENT INDEMNITY**

**8.1** Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

**8.2** If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

**8.3** Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

**8.4** THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## **ARTICLE 9—GENERAL PROVISIONS**

**9.1 Future Updates.** New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

**9.2 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

**9.3 Taxes and Fees, Shipping Charges.** License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

**9.4 No Implied Waivers.** The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**9.5 Severability.** The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**9.6 Successor and Assigns.** Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

**9.7 Survival of Terms.** The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

**9.8 Equitable Relief.** If allowed to do so under the laws of Oklahoma, Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

**9.9 US Government Licensee.** The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

**9.10 Governing Law, Disputes, and Arbitration.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by a court of competent jurisdiction. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**9.11 Maintenance.** Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

**9.12 Feedback.** Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

**9.13 Patents.** Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

**9.14 Entire Agreement.** This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

**AZTECA SYSTEMS, LLC**

**MIDWEST CITY, OK – (LICENSEE)**

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

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

Name: Brian L. Haslam

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

Title: President - CEO

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ADDENDUM #1

### PRODUCT LICENSING

#### 1. Licensed Software:

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office  
Tablet  
Respond  
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom  
Equipment Checkout  
Contracts  
Cityworks for Excel  
Cityworks Analytics for AMS  
eURL (Enterprise URL)  
Workload  
Web Hooks  
CCTV Interface for PACP  
MicroPaver Interface  
Service Request API  
Local Government Templates (LGT)  
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Server PLL Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office  
Tablet  
Respond  
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL (Enterprise URL)  
Public Access for PLL  
Cityworks Analytics for PLL  
Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

*Annual fee herein is based on a 50,001 - 100,000 population range*

*Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.*

2. **Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:**

<b>Azteca Systems, LLC</b> 11075 South State, Suite 24 Sandy, Utah 84070	<b>Midwest City</b> 8730 S.E. 15 <sup>th</sup> Street Midwest City, OK 73110
	Attn: Cole Davis
	E-mail: <a href="mailto:cdavis@midwestcityok.org">cdavis@midwestcityok.org</a>
	Phone: 405.869.8601

3. **Delivery Date/Effective Date of Software**

<i>MM/DD/YYYY</i> <b>07/01/2018</b>
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4. **Schedule of Payments and Fees under License and Maintenance Agreement**

Support Period	Date From/To (mm/dd/yyyy)	Amount
<b>Period 1</b>	<b>07/01/2018 – 06/30/2019</b>	<b>\$ 55,000.00*</b>
<b>Period 2</b>	<b>07/01/2019 – 06/30/2020</b>	<b>\$ 105,000.00</b>
<b>Period 3</b>	<b>07/01/2020 – 06/30/2021</b>	<b>\$120,000.00</b>

\* Period 1, is pro-rated for the additional PLL software added on 7/15/2018, to account for existing fees paid for the current period, and to pro-rate the fees for the ending of maintenance period to 6/30/19.

5. **Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

**ADDENDUM #2**  
**STANDARD MAINTENANCE AND SUPPORT**

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based ([www.MyCityworks.com](http://www.MyCityworks.com)) and after hours support as set forth in Section 1 of this Addendum.



1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

## 2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

### 3. CHARGES/FEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

### 4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

**ADDENDUM #3**

**THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT**

If Licensee engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

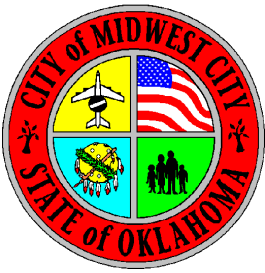
1. Access and use of the Licensed Products by any third party is solely for Licensee’s benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee’s benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee’s;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee’s behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at [contracts@cityworks.com](mailto:contracts@cityworks.com).

\_\_\_\_\_  
Third Party Contractor Name (Print)

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_



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  
Julie Shannon, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Allison, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

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To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: July 10, 2018

Subject: Discussion and consideration of entering into an updated agreement with My ASL Interpreter, LLP for translation services, and to establish the terms and conditions under which the company will provide interpreting services upon the City's request as required by the Americans with Disabilities Act.

The Americans with Disabilities Act requires that the City provide reasonable accommodation to people with disabilities. This agreement, which is attached for your review, will allow the City to request an interpreter. These contracted services will be available to all City departments who receive a request for an interpreter.

Billy Harless, AICP  
Community Development Director

BH:lkb

## My ASL Interpreter, LLP. Interpreting Services Agreement

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2018 by and between My ASL Interpreter, LLP., of PO Box 17545 Oklahoma City, OK 73136 and CITY OF MIDWEST CITY, 100 N. MIDWEST BLVD, MIDWEST CITY, OK 73110 (address) in consideration of the mutual promises made herein.

### Services to be Rendered by My ASL Interpreter, LLP.

In recognition of the special skills or training possessed by My ASL Interpreter, LLP., Company hereby engages My ASL Interpreter, LLP. to render the services as describe below. My ASL Interpreter, LLP. is responsible for determining the method, details, and means of performing the Services.

My ASL Interpreter, LLP.'s agents shall fluently interpret American Sign Language to spoken English and spoken English to American Sign Language while using appropriate vocabulary related to disability issues in both English and in American Sign Language.

My ASL Interpreter, LLP. will provide sign language interpretation during group and individual activities to augment the service delivery of Company's staff. My ASL Interpreter, LLP. will be responsible to assist individuals with sign language interpretation during all facets of service delivery. The interpreter's primary role is to facilitate communication; any other duties requested by Company will be subject to the My ASL Interpreter, LLP.'s professional discretion.

### Payment Terms/Compensation

**Regular Rates:** 8:00 AM-5:00 PM, Monday – Friday  
\$43.00 per hour

**After hour rate:** 5:00 PM-8:00 AM, Monday – Friday, or weekends and holidays  
\$65.00 per hour

**After hour emergency services rate (for urgent needs outside of normal business hours):** 5:00 PM-8:00 AM, Monday – Friday and weekends  
\$90.00 per hour

**Holiday Rates:** Rate will be charged for all federal and federal observed holidays.  
\$125 per hour

**Legal Settings Regular Rates:** 8:00 AM-5:00 PM, Monday – Friday  
\$70.00 per hour

**Legal Settings After hour rate:** 5:00 PM-8:00 AM, Monday – Friday, or weekends and holidays  
\$80.00 per hour

Each assignment will automatically be billed an initial two hour block of time at the appropriate hourly rate. The two hour minimum block of time will be charged on all assignments, per interpreter. The appropriate hourly rate will be billed for any time booked over 2 hours, per interpreter.

All assignments booked less than 48 business hours (Monday – Friday, 8:00am to 5:00pm) in advance will be billed an additional \$25.00 administrative fee (e.g. an appointment at 2:00pm for Monday would have to be scheduled by 2:00pm on the previous Thursday).

Booked time is defined as the entire block of time that the Company is requesting an interpreter, at the appropriate rates. The booked time includes hours an interpreter has been requested, and travel time if necessary.

**Cancellation Policy:**

Company agrees to pay the full amount of scheduled time if an assignment is cancelled with less than 48 business hours (Monday – Friday, 8:00am to 5:00pm) notice. The assignment must be cancelled within normal business hours or the full amount of the booked time plus administrative fees, per interpreter, will be charged. The Company will be charged as a cancellation for any adjustment to the requested interpreting times made with less than 48 business hours' notice, and the new times will be treated as a new assignment with all the associated fees. If the interpreter arrives at the assignment and the client is a no-show or the interpreter finds the assignment has been cancelled upon arrival, the entire booked fee plus interpreter's mileage and travel expenses will be charged.

**Mileage and Travel Time:**

Company agrees to pay interpreters for travel time for assignments which require travel over 100 miles round trip. The time will be added to the total booked time of the assignment, therefore the entire block of time (requested assignment time plus travel time) will still be charged if services are cancelled with less than 48 hours notice. The Company will be billed for the appropriate hourly fee in addition to the actual mileage driven.

Actual mileage will be charged for each assignment, per interpreter. Mileage is based on the Internal Revenue Service Standard Mileage rate. Additionally, travel expenses such as tolls and parking will also be charged.

**Quantity of Interpreters:**

Assignments over 1.5 hours may require two interpreters working together as a team, due to the physical and logistical demands of the work. The Company will be billed for both interpreters for their entire booked time and expenses. My ASL Interpreter, LLP. will use professional judgment whether a team of interpreters are needed.

**Billing:**

My ASL Interpreter, LLP. agrees to submit an invoice no later than 2 weeks after the services have been provided.

Company shall remit payment to My ASL Interpreter, LLP. within thirty (30) days of receipt of billing statement.

To facilitate payment, My ASL Interpreter, LLP. agrees to execute and update, as applicable, any necessary tax forms to Company before payment is to be made.

**Workers Compensation**

My ASL Interpreter, LLP. recognizes that it is an independent contractor and therefore Company will not withhold any federal, state, or other taxes from any payments due under this contract. My ASL Interpreter, LLP. understands that payment of any and all taxes on monies earned through this Agreement are solely the responsibility of My ASL Interpreter, LLP., and Company's payment of funds under this Agreement will be

reported to the Internal Revenue Service by Company if required by IRS Code and/or Regulation, via Form 1099.

**Certification/Right to Work/Confidentiality:**

The provision of Services by My ASL Interpreter, LLP. under this Agreement is premised on My ASL Interpreter, LLP.'s assurance of the necessary licenses, skills, education, experience, or training. My ASL Interpreter, LLP. and its interpreters agree to provide proof of certification required by the state in order to interpret in the appropriate settings.

Company reserves the right to request and receive adequate assurances of the above at any time during the duration of this Agreement, and My ASL Interpreter, LLP. agrees to provide said assurances promptly.

My ASL Interpreter, LLP. agrees that it has verified the legal right of each of its agents or employees to work in the United States.

All interpreters are required to keep all assignment related information confidential and abide by the RID/QAST Codes of Professional Conduct.

**General Provisions**

Any notices to given under this Agreement may be effected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date postmarked.

This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties hereto with respect to the performance of services by My ASL Interpreter, LLP. for Company. The Agreement represents the full Agreement between the parties. Any modification of this Agreement will be effective only if it is in writing and signed by both parties. The Agreement shall be deemed to be drafted by both parties, should not be interpreted strictly for or against either party, and shall be construed in accordance with the laws of the State of Oklahoma. Any claim to enforce or interpret this Agreement shall be brought in any court with competent jurisdiction in Oklahoma County, Oklahoma.

\_\_\_\_\_  
**Business Representative Signature**

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

\_\_\_\_\_  
**Print name and title**

\_\_\_\_\_  
**My ASL Interpreter Signature**

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

\_\_\_\_\_  
**Print name and title**

**Credit Card Authorization Form**  
*Required to Schedule Interpreting Services*

**Company Info:**

Business Name: CITY OF MIDWEST CITY

Business Representative Name: \_\_\_\_\_

Name of Cardholder: \_\_\_\_\_ (as it appears on the card)

Billing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Billing Email: \_\_\_\_\_

**Credit Card Info:**

Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Amex \_\_\_\_\_ Discover \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

CSC Number: \_\_\_\_\_ (found on the front of Amex and on the back of Visa and Mastercard)

**Preferred Method of Payment:**

Send Invoice and charge card on file for balance \_\_\_\_\_ Send invoice for other form of payment \_\_\_\_\_

A credit card is required to be kept on file to book interpreting services. All invoicing is done electronically. Payment is due upon receipt of invoice, made payable to My ASL Interpreter, LLP. Per our Interpreting Agreement, invoices are due within 30 days of billing. The credit card on file will automatically be charged for all outstanding invoices over 15 days late. There will be a \$30.00 fee for returned checks. All credit card payments are subject to a 2.9% (of the invoice due) processing fee.

*I hereby authorize My ASL Interpreter, LLP. to charge my purchase to the above credit card for the account listed above. I certify that I am the authorized cardholder of record and that I have full authority to make purchases on behalf of the account listed above. I agree to the policies outlined above and in the Interpreter Services agreement and realize that both are a binding contract.*

Signature of Business Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_





**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 10<sup>th</sup>, 2018

SUBJECT: Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2018-19.

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The Midwest City Police Department requests the Council renew the current agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility. The terms of the agreement shall be from July 1, 2018 through June 30, 2019.

In consideration of Midwest City Police Department providing space to City Tele-Coin Company for inmate telephone equipment and software, City Tele-Coin Company will compensate the City of Midwest City by paying a commission of fifty-two percent (52%) of all Usage Revenue generated through Traditional Collect, Prepaid Collect and Prepaid Inmate Calling Card telephone traffic (local, intraLATA, interLATA and Interstate) originating from the facility managed by the Midwest City Police Department. City Tele-Coin Company will pay all commissions on a monthly basis along with a monthly report of all monies. Based on last year's revenue numbers from inmate telephone services, the City could receive approximately \$2,000 in commissions. City Tele-Coin Company will provide this service and equipment at no cost to the City of Midwest City.

Staff recommends approval.

---

Brandon Clabes  
Chief of Police

Attachment: Proposed Agreement

## CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between these parties:

**City Tele-Coin Company, Inc.** (hereinafter referred to as “CTC”), and

**Midwest City Police Department** (hereinafter referred to as “MIDWEST”)

WHEREAS, MIDWEST has requested CTC to perform the services hereinafter described and CTC has agreed to perform such services, subject to the terms and conditions hereinafter set out:

NOW IN CONSIDERATION of the payment of fees provided hereinafter and other terms and conditions hereinafter set out, MIDWEST and CTC hereby agree:

### (A) THE WORK

MIDWEST agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require inmate telecommunication services, and that said telecommunications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone services. CTC shall install, service, and maintain inmate telephone services using methods consistent with sound, generally recognized practices ordinarily associated with the type of work to be performed, to include all existing and future facilities under the management of MIDWEST. CTC will be responsible for any and all local, long distance, and equipment charges. CTC shall remit to MIDWEST its portion of the revenues as set out herein below.

### (1) LOCATIONS

- (a) **Midwest City Jail**  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

**(B) COMMISSIONS**

As to any inmate phone that is located within those locations listed in Section A.1 whereby service to that phone is being provided by CTC successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CTC to MIDWEST commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual reassignment.

- (1) CTC shall remit to MIDWEST 52% (Fifty-Two Percent) of all *Usage Revenue* generated through *Gross Collect and Direct Pay* telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by MIDWEST, as listed in Section A "The Work" and processed by CTC's call processing system. CTC shall issue to MIDWEST, a Purchase Discount of 52% (Fifty-Two Percent) on *Prepaid Inmate Calling Cards* at any time a purchase is made by MIDWEST, revenue arising from the sale of Prepaid Inmate Calling Cards, sold by the facility, shall not be paid commission based on Billable Usage Revenue. Billable Usage Revenue is defined as Gross Revenue minus all applicable state, County, city, and/or federal taxes, and all fees applicable by law. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.
- (2) Remittance and Acceptance – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CTC shall remit commission payments to MIDWEST on a monthly basis on or around the 20<sup>th</sup> day of each month. Any objection to a commission payment shall be brought to the attention of CTC by way of written notice by MIDWEST and shall be made within 30 days after receiving said commission payment. Acceptance of said commission payment shall be final and binding if no objections are brought forth after 30 days after receipt thereof.
- (3) Adverse Conditions – At any time while this contract is in force and effect, should the Oklahoma Corporation Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes MIDWEST'S generated revenue from such traffic to be adversely affected, then both parties agree to work together toward the benefit of each other and may renegotiate the terms of this agreement temporarily or permanently.

**(C) TERMS**

The initial term of this contract shall be for a period of Twelve (12) months, with the initial term beginning date being July 1, 2018. The initial term completion date shall be June 30, 2019. Both parties, at their option, have the right to renew or cancel this contract, without cause, by complying exactly with the following procedure. A party desiring to cancel this contract shall give written notice of its intent to cancel by sending notice by certified mail, return receipt, to the address for the other party shown in Paragraph "1" of this contract, proper postage attached. This notice to cancel shall, and must, be mailed and therefore postmarked Ninety (90) days prior to the initial term completion date of June 30, 2019. Should neither party provide the required mandatory notice as set out hereinabove, this contract shall automatically roll over and therefore renew with the same provisions as set out herein, for another full term of Twelve (12) months, with the new roll over or renew term beginning on July 1, 2019. The renew or rollover completion date shall be on June 30, 2020. This renewal or roll over provision shall continue at each new completion date unless notice of intent to cancel is given per the procedure set out hereinabove.

**(D) ASSIGNMENT**

CTC's interest in and to this service agreement may be transferred or assigned, at the discretion of CTC, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

**(E) EQUIPMENT**

CTC agrees to provide for MIDWEST adequate equipment with the ability to perform monitoring, recording, and cutoff switches. CTC has the right, and maintains the right, to remove or relocate any telephone equipment, from any location which is the subject of and governed by the terms of this agreement that CTC, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until MIDWEST is given ten (10) days written notice of CTC's intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. CTC agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of CTC. CTC agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by MIDWEST, subject to industry standards.

**(F) OBLIGATIONS OF MIDWEST**

MIDWEST agrees to undertake and perform the following: (i) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to CTC; (ii) Provide all necessary power and space for proper installation and maintenance of the equipment; (iii) Provide safe and secure access to the equipment by CTC and its employees or agents as needed by CTC; (iv) Allow CTC to affix signs to the equipment, as required by law. Said signs are to be furnished by CTC, and MIDWEST will not allow any other signs, equipment or information to be affixed to the equipment or in the immediate area unless mutually agreed to by both parties.

**(G) DEFAULT**

In the event either party fails to perform one of its obligations under this agreement (i) *by defaulting on a payment due; (ii) by non-performance or by interfering with the other party's performance or ability to perform; or (iii) through inability to perform their obligations under this agreement*, and such default or failure continues for more than ten (10) days after the non-defaulting party shall have given the defaulting party written notice specifying such default and demanding that the default be remedied or, in the case of any such default which cannot be remedied with ten (10) days, if defaulting party fails to proceed promptly to remedy any such default receiving such notice, (iv) *or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement*, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

**(H) GOVERNING LAW**

This Agreement and the rights and obligations of MIDWEST and CTC hereunder shall be subject to and interpreted in accordance with the laws of the State of Oklahoma.

**(I) NOTICES**

Notices or other communications required to be given under this agreement shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

**TO MIDWEST: Midwest City Police Department**

Attn: Chief Brandon Clabes  
100 North Midwest Boulevard  
Midwest City, Oklahoma 74834

(PH) 405-739-1302

(FX) 405-739-1398

**TO CTC: City Tele-Coin Company, Inc.**

Attn: Jerry Juneau, Sr.  
4501 Marlana Street  
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707

(FX) 318-746-1214

**(J) EQUIPMENT OWNERSHIP**

MIDWEST acknowledges and agrees that CTC shall remain the sole and exclusive owner of all inmate telephone equipment, from the interface to, and including, the telephone.

**(K) REPAIR SERVICE**

CTC shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. CTC shall respond within 24 hours after receipt of verbal notice, email notice, or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of CTC such as riot, fire, war, flood, parts unavailability, and strike.

- (i) Verbal Notice.....318-629-0760
- (ii) Facsimile Notice.....318-746-1214
- (iii) E-Mail Notice .....support@citytelecoin.com
- (iv) Emergency or Weekends.....318-588-7094 or 318-629-0760

**(L) PREPAID CALLING CARDS**

Prepaid calling cards will be provided to **MIDWEST** to be used for resale to inmates at **MIDWEST** only. The prepaid cards provided will not be subject to return or refund. Calling cards are subject to any applicable per charge surcharge fee together with all federal, state, and local taxes. All calling cards will be honored beginning with their first use or sale. Should you desire a third-party commissary operator to handle the prepaid calling card purchases for your facility, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify CTC in writing as to the name of the commissary operator you wish to use for the sale of the cards to you. The change to commissary operative will become effective upon our receipt of your notice to change. The change to a commissary operative will not affect your liability for the cost of the cards. You will remain primarily liable for said cost of purchase.

CTC shall invoice you for each of your orders for calling cards. All applicable sales taxes and other charges, including to shipping and handling, will be included in said invoice. You specifically agree to pay said invoice within thirty (30) days of your receipt of your order. Should you provide CTC with a Sales and Use Tax Resale Certificate wherein you take responsibility for, and assume the sole liability for, charging and collecting applicable taxes from the end users, and for remitting said taxes to the proper taxing authority, CTC will not charge the sales taxes on the purchase invoice submitted to you upon purchase of the prepaid calling cards.

**MIDWEST** acknowledges that the prepaid calling cards invoice may be subject to a discount as agreed by the parties. The sales invoice will show the face value of the cards less the discount, if any, together with sales tax, shipping and handling charges and will be due and payable thirty (30) days after receipt of **MIDWEST's** order. Should the invoice not be paid within said thirty (30) days, CTC hereby reserves, and **MIDWEST** hereby authorizes, CTC to charge reasonable interest on any amounts past due. Further, should the invoice amount not be paid within the thirty (30) day period, you specifically authorize CTC to deduct the balance due from any earned commissions which you may have coming due from CTC. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by CTC prior to the time of sale.

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

**(M) EXCLUSIVITY PROVISION**

MIDWEST hereby states and affirms that CTC shall, during the terms of this agreement and any rollover term, be the exclusive sole provider of any and all inmate telecommunications systems, including but not limited to inmate telephone systems, video visitation systems, messaging, texting, arraignment systems, and any and all other Apps or systems which can be provided by CTC by wired or wireless devices.

**(N) ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

**(O) SEVERABILITY**

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Midwest City Police Department

By: 

Signature

Brandon Clabes

Print Name

Chief

Title

Midwest City Oklahoma

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

Signature

Matthew D. Dukes II

Mayor

Title

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City Tele-Coin Company, Inc.

By: 

Signature

Gerald L. Juneau

Print Name

President & CEO

Title

Revenue Report  
City Tele-Coin  
July 1, 2017 through April 30, 2018

Midwest City Jail	Collect Revenue	PPAcct Revenue	Total Revenue	Total Commission Paid
Jul-17	\$10.50	\$152.38	\$162.88	\$84.70
Aug-17	\$0.70	\$386.18	\$386.88	\$201.17
Sep-17	\$23.45	\$437.65	\$461.10	\$239.77
Oct-17	\$6.75	\$382.55	\$389.30	\$202.44
Nov-17	\$5.25	\$106.42	\$111.67	\$58.07
Dec-17	\$0.00	\$380.24	\$380.24	\$197.72
Jan-18	\$0.00	\$461.12	\$461.12	\$239.78
Feb-18	\$0.00	\$550.21	\$550.21	\$286.11
Mar-18	\$0.00	\$347.17	\$347.17	\$180.53
Apr-18	\$0.00	\$424.41	\$424.41	\$220.69
			Total Commission -	\$1,910.98



**Public Works Administration**  
Vaughn Sullivan, Director  
[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)  
R. Paul Streets, Assistant Director  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1060 /Fax: 405-739-1090

### Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: July 10, 2018

Subject: Discussion and consideration of renewing a contract, with modifications, for FY2018-2019 Public Works General and Emergency Services with Silver Star Construction Company.

The Public Works General and Emergency Services contract with Silver Star Construction Company is an annual contract with provisions for five (5) annual renewals. This is the fifth year for renewal of this contract. Silver Star has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 2018-2019. In FY 17-18 \$274,489.31 was encumbered for Public Works General and Emergency Services.

The following is an itemized list of rate adjustments:

#### **Price Increase Adjustments:**

##### **ASPHALT PAVING CONSTRUCTION AND REPAIR RATES**

TYPE S3 PER TON (MATERIAL ONLY)	From 47.80	To 51.64
TYPE S4 PER TON (MATERIAL ONLY)	From 55.05	To 55.84
TYPE S5 PER TON (MATERIAL ONLY)	From 56.35	To 56.51

##### **EMERGENCY SERVICES**

C & D STORM DEBRIS REMOVAL PER CY	From 29.65	To 32.70
C & D STORM DEBRIS REMOVAL PER TON	From 81.3	To 88.79

##### **NON-EMERGENCY SERVICES**

VEGETATIVE DEBRIS REM PER CY (INCLUDE TIPPING FEE)	From 27.50	To 30.55
VEGETATIVE DEBRIS REM PER TON (INCLUDE TIPPING FEE)	From 185.00	To 192.49
C & D STORM DEBRIS REMOVAL PER CY	From 22.00	To 25.05
C & D STORM DEBRIS REMOVAL PER TON	From 123.00	To 130.49



The above rate increases are a direct result of the increased cost of oil, fuel and landfill increases.

This contract may be used by multiple departments for contracting of public works projects including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City or Midwest City.

Staff recommends approval.

A handwritten signature in black ink that reads "Vaughn K. Sullivan". The signature is written in a cursive style with a large initial 'V'.

Vaughn K. Sullivan  
Public Works Director

Attachment: Renewal Agreement Letter

# Silver Star Construction Co., Inc

2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / 1-800-375-1725 / Fax (405) 793-9989

May 10<sup>th</sup>, 2018

The City of Midwest City  
Public Works Administration  
8730 SE 15<sup>th</sup> Street  
Midwest City OK 73110


Attn. Vaughn Sullivan

Dear Vaughn:

As per our contract agreement we have reviewed our pricing for our contract renewal for the 2018 / 2019 contract year. We can effectively hold all the pricing with the exception of asphalts costs, (oil prices are going up) and debris cleanup costs (land fill tipping fees are higher), both of these items are addressed in our agreement as such:

In Item 10: Asphalt products are to conform to ODOT quality and specifications and ODOT special provision 109.12 which allows a contractor to adjust costs based on “binder costs” (oil costs) and Item 12: which allows us to ask for increases due to materials, fuel insurance etc. which would cover the tipping fees.

Please review the attached spread sheets and give me a call, so we can discuss any concerns you might have.

Sincerely  
  
Steve Shawn





**Public Works Administration**  
Vaughn Sullivan, Director  
[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)  
R. Paul Streets, Assistant Director  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1066 /Fax: 405-739-1090

May 01, 2018

Silver Star Construction Co., Inc.  
Mr. Steve Shawn  
2401 S. Broadway  
Moore, OK 73160

“Public Works General and Emergency Services”

Contract for Public Works General and Emergency Services, including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City and Midwest City Municipal Authority.

Dear Mr. Shawn:

It is time to re-new the City and Midwest City Municipal Authority contracts for FY 2018/19. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan  
Public Works Director

\_\_\_\_\_ Yes, we agree to continue the present contract with modifications (see attached).

\_\_\_\_\_  No, we are not able to continue the present contract without modification.

Sign: Title: president Date: 5-11-18

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
LABOR RATES						
20	STAFF ENGINEER	F - New	1.000	HR	201.00	201.00
30	SENIOR PROJECT MANAGER	F - New	1.000	HR	75.10	75.10
40	PROJECT SUPERINTENDENT	F - New	1.000	HR	47.50	47.50
50	EQUIPMENT OPERATOR	F - New	1.000	HR	25.80	25.80
60	LABORER	F - New	1.000	HR	22.80	22.80
70	CONCRETE FINISHERS	F - New	1.000	HR	30.85	30.85
80	LICENSED SURVEYOR AND FIELD CREW	F - New	1.000	HR	164.00	164.00
CONCRETE PAVING REPAIRS						
210	100 TO 200 SY (6" DEPTH)	F - New	150.000	SY	54.25	8,137.50
220	100 TO 200 SY (8" DEPTH)	F - New	150.000	SY	63.00	9,450.00
230	100 TO 200 SY (10" DEPTH)	F - New	150.000	SY	70.25	10,537.50
240	201 TO 500 SY (6" DEPTH)	F - New	350.000	SY	51.00	17,850.00
250	201 TO 500 SY (8" DEPTH)	F - New	350.000	SY	58.65	20,527.50
260	201 TO 500 SY (10" DEPTH)	F - New	350.000	SY	65.95	23,082.50
270	500 TO 1000 SY (6" DEPTH)	F - New	750.000	SY	46.20	34,650.00
280	500 TO 1000 SY (8" DPETH)	F - New	750.000	SY	54.05	40,537.50
290	500 TO 1000 SY (10" DEPTH)	F - New	750.000	SY	61.00	45,750.00
300	CURB & GUTTER (LESS THAN 100 L.F.)	F - New	50.000	LF	52.10	2,605.00
310	CURB & GUTTER (OVER 100 L.F.)	F - New	150.000	LF	38.60	5,790.00
320	SIDEWALKS (4" THICK LESS THAN 100 S.Y.)	F - New	50.000	SY	75.80	3,790.00
330	SIDEWALKS (4" THICK MORE THAN 100 S.Y.)	F - New	150.000	SY	67.40	10,110.00
340	ADDL COST PER CUBIC YARD FOR H.E. CONCRETE	F - New	1.000	CY	9.40	9.40
ASPHALT PAVING CONSTRUCTION AND REPAIRS						
410	100 TONS PER DAY MIN.	F - New	100.000	TONS	54.30	5,430.00
420	101 TO 200 TONS PER DAY	F - New	150.000	TONS	37.85	5,677.50
430	201 TO 400 TONS PER DAY	F - New	300.000	TONS	23.15	6,945.00
440	401 TO 700 TONS PER DAY	F - New	550.000	TONS	12.80	7,040.00
450	701 TONS AND OVER PER DAY	F - New	800.000	TONS	9.45	7,560.00
460	TRACKLESS TACK COAT	F - New	225.000	GAL	7.95	1,788.75
470	TYPE S3 PER TON (MATERIAL ONLY)	F - New	1.000	TON	51.64	51.64
480	TYPE S4 PER TON (MATERIAL ONLY)	F - New	1.000	TON	55.84	55.84
490	TYPE S5 PER TON (MATERIAL ONLY)	F - New	1.000	TON	56.51	56.51
500	FREIGHT FOR ASPHALT WITHIN MWC (14 TON MINIMUM)	F - New	14.000	TON	7.45	104.30
HOURLY EQUIPMENT RATES						
610	ROAD GRADER	F - New	8.000	HR	91.50	732.00
620	FRONT END LOADER	F - New	8.000	HR	85.70	685.60
630	SOIL COMPACTOR	F - New	8.000	HR	69.25	554.00
640	WATER TRUCK	F - New	8.000	HR	51.40	411.20

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
650	DUMP TRUCKS	F - New	8.000	HR	56.15	449.20
660	DEMOLITION TRUCKS & TRAILIERS (40 CY)	F - New	8.000	HR	84.75	678.00
670	DEMOLITION TRUCKS & TRAILERS (70 CY)	F - New	8.000	HR	115.00	920.00
680	SELF LOADING KNUCKLE BOOM TRUCKS (45 CY MIN)	F - New	8.000	HR	103.00	824.00
690	TRAILER MOUNTED WOOD CHIPPER (CHIPS UP TO 8" DIA.)	F - New	8.000	HR	61.00	488.00
700	SEMI TRAILER END DUMPS	F - New	8.000	HR	73.00	584.00
710	TRACK MOUNTED BACKHOE (90,000 LBS)	F - New	8.000	HR	199.00	1,592.00
720	TRACK MOUNTED BACKHOE (60,000 LBS)	F - New	8.000	HR	169.00	1,352.00
730	SCRAPER (615 CAT OR EQUAL)	F - New	8.000	HR	152.00	1,216.00
740	SKID STEER LOADER	F - New	8.000	HR	52.00	416.00
750	ROAD RECLAIMER	F - New	8.000	HR	188.85	1,510.80
760	CMI RS 500 RECLAIMER	F - New	8.000	HR	277.40	2,219.20
770	BACKHOE	F - New	8.000	HR	56.00	448.00
780	STREET SWEEPER	F - New	8.000	HR	125.00	1,000.00
790	BULLDOZER (D-7H OR EQUAL)	F - New	8.000	HR	197.00	1,576.00
800	BULLDOZER (D-6H OR EQUAL)	F - New	8.000	HR	149.00	1,192.00
810	BULLDOZER (DEERE 400)	F - New	8.000	HR	85.00	680.00
820	GRADE-ALL (OR SIMILAR TYPE EXCAVATOR)	F - New	8.000	HR	140.00	1,120.00
830	TREE SPADE TRUCK	F - New	8.000	HR	85.00	680.00
840	MILLING MACHINE	F - New	8.000	HR	325.00	2,600.00
850	TRACTOR LOADER/BOX BLADE	F - New	8.000	HR	60.00	480.00
860	SALT & SAND DISTRIBUTION TRUCK	F - New	8.000	HR	85.00	680.00
870	TRACTOR MOWER BAT-WING CONFIGURATION	F - New	8.000	HR	65.00	520.00
880	BUCKET TRUCK	F - New	8.000	HR	105.00	840.00
890	AIR CURTAIN BURNER	F - New	8.000	HR	30.00	240.00
900	TUB GRINDER (MIN 750 HP)	F - New	8.000	HR	915.00	7,320.00
910	EXTRA CREW TRUCKS AS NEEDED (3/4 TON PICKUP)	F - New	1.000	DAY	81.00	81.00
	OTHER COMMONLY USED MATERIALS					
1010	AGGREGATE BASE ROCK	F - New	15.000	TON	34.50	517.50
1020	RECYCLED CONCRETE BASE ROCK	F - New	15.000	TON	22.00	330.00
1030	RIP RAP STONE (18" SIZE ODOT SPECS)	F - New	15.000	TON	57.00	855.00
1040	CEMENT KILN DUST	F - New	35.000	TON	67.40	2,359.00
1050	SAND FOR ICE CONTROL	F - New	35.000	TON	22.40	784.00
1060	BOND RATES PER THOUSAND DOLLARS	F - New	1.000	LS	9.00	9.00
	EMERGENCY SERVICES					
1110	VEGETATIVE DEBRIS REM PER CY (EXCLUDE TIPPING FEE)	F - New	30,000.000	CY	28.40	852,000.00
1120	VEGETATIVE DEBRIS REM PER CY (INCLUDE TIPPING FEE)	F - New	30,000.000	CY	34.95	1,048,500.00
1130	VEGETATIVE DEBRIS REM PER TON (EXCLUDE TIPPING FEE)	F - New	5,000.000	TON	186.80	934,000.00
1140	VEGETATIVE DEBRIS REM PER TON (INCLUDE TIPPING FEE)	F - New	5,000.000	TON	215.34	1,076,700.00

05/11/2018  
 TC187602  
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8:07  
 CITY OF MWC EMERG. SERVICES 2018

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1150	TRIMMING OF HAZARDOUS TREES & LIMBS	F - New	1.000	EA	127.10	127.10
1160	TREE REMOVAL (0-24" DBH PER TREE)	F - New	1.000	EA	400.00	400.00
1170	TREE REMOVAL (24-48" DBH PER TREE)	F - New	1.000	EA	787.00	787.00
1180	TREE REMOVAL (>48 INCHES DBH PER TREE)	F - New	1.000	EA	1,195.00	1,195.00
1190	C & D STORM DEBRIS REMOVAL PER CURBIC YARD	F - New	150,000.000	CY	32.70	4,905,000.00
1200	C & D STORM DEBRIS REMOVAL BY THE TON	F - New	50,000.000	TON	88.79	4,439,500.00
	NON-EMERGENCY CURBSIDE DEBRIS CLEAN UP					
1310	VEGETATIVE DEBRIS REM PER CY (EXCLUDE TIPPING FEE)	F - New	30,000.000	CY	24.00	720,000.00
1320	VEGETATIVE DEBRIS REM PER CY (INCLUDE TIPPING FEE)	F - New	30,000.000	CY	30.55	916,500.00
1330	VEGETATIVE DEBRIS REM PER TON (EXCLUDE TIPPING FEE)	F - New	5,000.000	TON	165.00	825,000.00
1340	VEGETATIVE DEBRIS REM PER TON (INCLUDE TIPPING FEE)	F - New	5,000.000	TON	192.49	962,450.00
1350	C & D DEBRIS & BULKY HOUSEHOLD PER CY	F - New	1.000	CY	25.05	25.05
1360	C & D DEBRIS & BULKY HOUSEHOLD PER TON	F - New	1.000	TON	130.49	130.49
<b>Bid Total</b> =====>						<b>\$16,989,361.63</b>

\*\*Notes:  
 Items in italics are Non-Additive.



***The City Of Midwest City***  
***Neighborhood Services Department***  
*Code Enforcement • Neighborhood Initiative*

MEMO

To: Tim Lyon, Assistant City Manager  
 From: Mike S. Stroh, Neighborhood Services Director  
 Date: July 10, 2018  
 Subject: Monthly Neighborhood Services report for May 2018

In May 2018, the Code Enforcement Division had 6 officers for the month and was the first month the new Neighborhood Initiative Coordinators worked on their own. They opened 1,308 new cases, cleared 878 cases, contracted 52 properties, and wrote 10 new citations. This makes 3,540 cases for the year and we currently have 1,037 open cases.

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

	May 2017	Total 2017	May 2018	Total 2018
Tall Grass & Weeds	257	472	577	670
Rubbish	63	312	109	331
Trash & Debris	88	757	225	875
Other Nuisance	122	964	121	578
Structures	55	521	151	552
Vehicles	22	181	64	300

This shows a comparison between 2017 and 2018 of the total cases worked by each ward.

	May 2017	Total 2017	May 2018	Total 2018
Ward 1	169	928	385	1,154
Ward 2	119	603	154	350
Ward 3	125	508	276	604
Ward 4	55	399	89	296
Ward 5	106	505	274	718
Ward 6	38	199	130	420

For the total in the Tall Grass & Weeds we only count the one notice type.

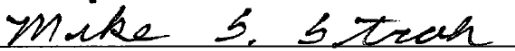
For the total in the Rubbish we only count the one notice type.

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

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

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

For the total in the Vehicle we count six notice types; Commercial Soft Surface, Handicap Parking Violation, Inoperative Vehicle, Parking in Fire Lane, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

  
Mike S. Stroh, Neighborhood Services Director





NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: 405.739.1204  
Fax: 405-739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: J. Guy Henson, City Manager

DATE: July 10, 2018

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

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Appropriate information will be available.

J. GUY HENSON, AICP  
City Manager



**MUNICIPAL AUTHORITY  
Meeting Canceled**





## MEMORIAL HOSPITAL AUTHORITY AGENDA



The 7:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on Youtube and the City's website within 48 hours at [www.youtube@midwestcityok.org](http://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](mailto: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.



## **MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA**

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

July 10, 2018 - 7:01 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 staff briefing, and regular meeting of June 12, 2018, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of accepting the Year-End Report of the Trust Board of Grantors for fiscal year 2017-18. (City Manager - G. Henson)
  3. Discussion and consideration of approving an agreement with Enerfin Gathering, LLC, Houston, TX, and SR2 DEV, L.L.C. to terminate and cap a petroleum pipeline located in the Southeast Quarter of the Southwest Quarter of Section 4, Township 11 North, Range 2 West, I.M. as part of the third phase of the Sooner Rose Shopping Center. (Economic Development - R. Coleman)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.
- D. EXECUTIVE SESSIONS.
1. Discussion and consideration of entering into executive session as allowed under 25 O.S., § 307(B)(4) to be briefed on potential pending litigation. (City Manager - G. Henson)
  2. 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. DISCUSSION ITEMS.
1. Discussion and consideration of declaring all of Lots 1 – 9 Gilkison Addition and the remaining ± 10.46 acres located in the Northeast Quarter of Section 14, Township 11 North, Range 2 West, I.M. (a/k/a 8800 – 8832 SE 29<sup>th</sup> ST) surplus, and directing Staff to dispose of the property for \$5,300,000 less closing costs. (Economic Development - R. Coleman)
  2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)
- F. ADJOURNMENT.



CONSENT AGENDA



A notice for staff briefings of the 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](http://www.midwestcityok.org)).

**Midwest City Memorial Hospital Authority Staff Briefing Minutes**

June 26, 2018 – 6:00 PM

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 6:47 PM with the following members present: Trustees Susan Eads, \*\*Pat Byrne, Española Bowen, \*Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

**Discussion.**

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for June 26, 2018.** The Trustees and staff discussed individual agenda items.

\*Councilmember Reed left the meeting at 6:47 PM and returned at 6:52 PM.

\*\*Councilmember Byrne left the meeting at 6:51 PM and returned at 6:52 PM.

Chairman Dukes adjourned the meeting at 6:59 PM.

ATTEST:

\_\_\_\_\_  
MATT DUKES, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



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](http://www.midwestcityok.org)).

### Midwest City Memorial Hospital Authority Minutes

June 26, 2018 – 7:02 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, Española Bowen, Sean Reed, \*Christine Allen, and \*\*Jeff Moore and; and Secretary Sara Hancock. Absent: none.

#### CONSENT AGENDA.

Eads made a motion to approve the Consent Agenda, as submitted, except for item four, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of June 12, 2018, as submitted.
2. Discussion and consideration of approving the following agreement with Capitol Decisions, Inc. in the total amount of \$60,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2018 through December 31, 2018.
3. Discussion and consideration of approving an Indemnity Agreement with Silver Star Construction Company, Inc. and MWC Warren Theatre, L.L.C. for the Sooner Rose Warren Addition (A part of the SW/4, Sec. 4, T11N, R02W, I.M.).
4. **Discussion and consideration of approving an agreement with Enerfin Gathering, LLC, Houston, TX, and SR2 DEV, L.L.C. to terminate and cap a petroleum pipeline located in the Southeast Quarter of the Southwest Quarter of Section 4, Township 11 North, Range 2 West, I.M. as part of the third phase of the Sooner Rose Shopping Center.** No action taken.
5. Discussion and consideration of possible action regarding the Memorandum of Understanding with the Oklahoma Department of Environmental Quality Brownfields Program for 8826 – 8828 SE 29<sup>th</sup> Street.

#### 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.** No action needed.

Discussion Items continued.

- 2. Discussion and consideration of approving a Project Agreement by and between the Midwest City Memorial Hospital Authority and the City of Midwest City regarding “Midwest City memorial Hospital Authority (Midwest City, Oklahoma) Tax Apportionment Refunding Bonds, Taxable Series 2018, (Sooner Rose Increment District Project), (hereinafter defined as the “Taxable Series 2018 Bonds”).** Eads made a motion to approve the agreement, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

EXECUTIVE SESSION.

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City.**

At 8:32 PM, Eads made a motion to go into executive session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

\*Councilmember Allen left the meeting at 8:33PM.

\*\*Councilmember Moore left the meeting at 8:45 PM.

At 9:08 PM, Byrne made a motion to exit executive session and return to open session, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, and Chairman Dukes. Nay: none. Absent: Allen and Moore. Motion carried.

Eads made a motion to authorize the City Manager to proceed as discussed in executive session, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, and Chairman Dukes. Nay: none. Absent: Allen and Moore. Motion carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 9:09 PM.

ATTEST:

\_\_\_\_\_  
MATT DUKES, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard,  
Midwest City, Oklahoma 73110  
(405) 739-1207 Fax (405) 739-1208  
ghenson@midwestcityok.org

MEMORANDUM

TO: Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: July 10, 2018

SUBJECT: Discussion and consideration of accepting the Year-End Report of the Trust Board of Grantors for fiscal year 2017-18.

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On Thursday, June 28, 2018, the Trust Board of Grantors met to finalize their fiscal year 2017-18 Year-End Report, which the Board submits to you for your acceptance. They also reviewed and updated the grant documents, as needed, and finalized their schedule for fiscal year 2018-19. As you may recall, \$1,500,000 has been budgeted for grants this year. All of these documents are attached for your review.

Action is at the Trustees discretion.

J. GUY HENSON  
General Manager/Administrator

Trustees: Matt Dukes – Mayor, Pat Byrne - Vice, Susan Eads, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore.

Board of Grantors: Sherry Beaird – Chair, Sheila Rose – Vice, Dara McGlamery Secretary/Treasurer, Joyce Jackson, Stacy Willard, Amy Otto, Karen Blanton, Edward Graham, Wade Moore, and Guy Henson General Manager/Administrator.



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard,  
Midwest City, Oklahoma 73110  
(405) 739-1207 Fax (405) 739-1208  
ghenson@midwestcityok.org

## **Community Improvement Grant Program**

### **Year-End Report 2017-18**

#### **Board of Grantors (the Board) 2017-18 Calendar**

- |                   |   |
|-------------------|---|
| June 22, 2017     | The Board met to elect officers, approve the annual report, grant forms, and determine the grant schedule for the 2017-18 fiscal year.  |
| September 1, 2017 | Grant application forms were made available to the public.  |
| November 3, 2017  | Completed grant applications were due in the General Manager/Administrator's office.  |
| January 19, 2018  | The Board submitted initial evaluations of grant applications.  |
| January 25, 2018  | The Board met to review 2017-18 grant applications, reevaluate the initial evaluations, and make final recommendations to the Hospital Authority trustees for funding.  |
| June 28, 2018     | The Board met to elect officers, approve the annual report, grant forms, and determine the grant schedule for the 2018-19 fiscal year. The approved documents for the new fiscal year are attached for your review. |

#### **Grant Program**

The grant program began in fiscal year 1998-99 (Note: there were no grant funds made available in fiscal year 2007-08 due to the Trustees utilizing the funds for other projects). To date, the Board has recommended and the Hospital Authority Trustees have funded a total of 321 grants totaling \$7,842,114.17.

This fiscal year, twenty-six grant applications were received with the requested amount as \$1,251,476.35. As you know, eighteen were funded for a total of the allocated amount of \$450,000.

At the March 13, 2018 Hospital Authority meeting, the Trustees awarded \$90,000, as matching funds, in additional Hospital Authority Discretionary Funds to the Midwest City High School Museum, Inc for a Vietnam Memorial Project.

The Board would like to thank the Trustees for their continuing support of the grant program. After all, it is the Hospital Authority that makes this all possible. The Board looks forward to the 2018-19 grant season, and continuing to play its part in the process of improving the Midwest City community.



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Director of Economic Development

DATE: July 10, 2018

RE: Discussion and consideration of approving an agreement with Enerfin Gathering, LLC, Houston, TX, and SR2 DEV, L.L.C. to terminate and cap a petroleum pipeline located in the Southeast Quarter of the Southwest Quarter of Section 4, Township 11 North, Range 2 West, I.M. as part of the third phase of the Sooner Rose Shopping Center.

---

A petroleum pipeline owned by Enerfin Resources dissects two parcels recently acquired by SR2 DEV, L.L.C. for development as the third phase of the Sooner Rose Shopping Center project. The pipeline must be eliminated or rerouted before SR2 can start its work toward redeveloping the site.

Although it is currently out of service, Enerfin wants the legal right and financial ability to reconstruct the pipeline for future use if necessary. Enerfin is requesting the Authority pay for capping both ends of the existing pipeline in addition to contributing the estimated cost of replacing the line in the future, for an estimated total fee of \$81,308.01. In addition, it is also requesting the creation of a new right-of-way for future construction. Lastly, Enerfin also wants assurances the Authority will pay any costs for unforeseen circumstances that may arise during this work.

The Authority on May 10, 2018, approved entering into an Development Finance Assistance Agreement, which provided it will pay up to \$100,000 toward resolving this issue (SR Phase III DFAA§ 8).

No action was taken on an early version of this agreement that was a part of the June 26, 2018 Authority agenda. Since then, a few minor revisions have been made.

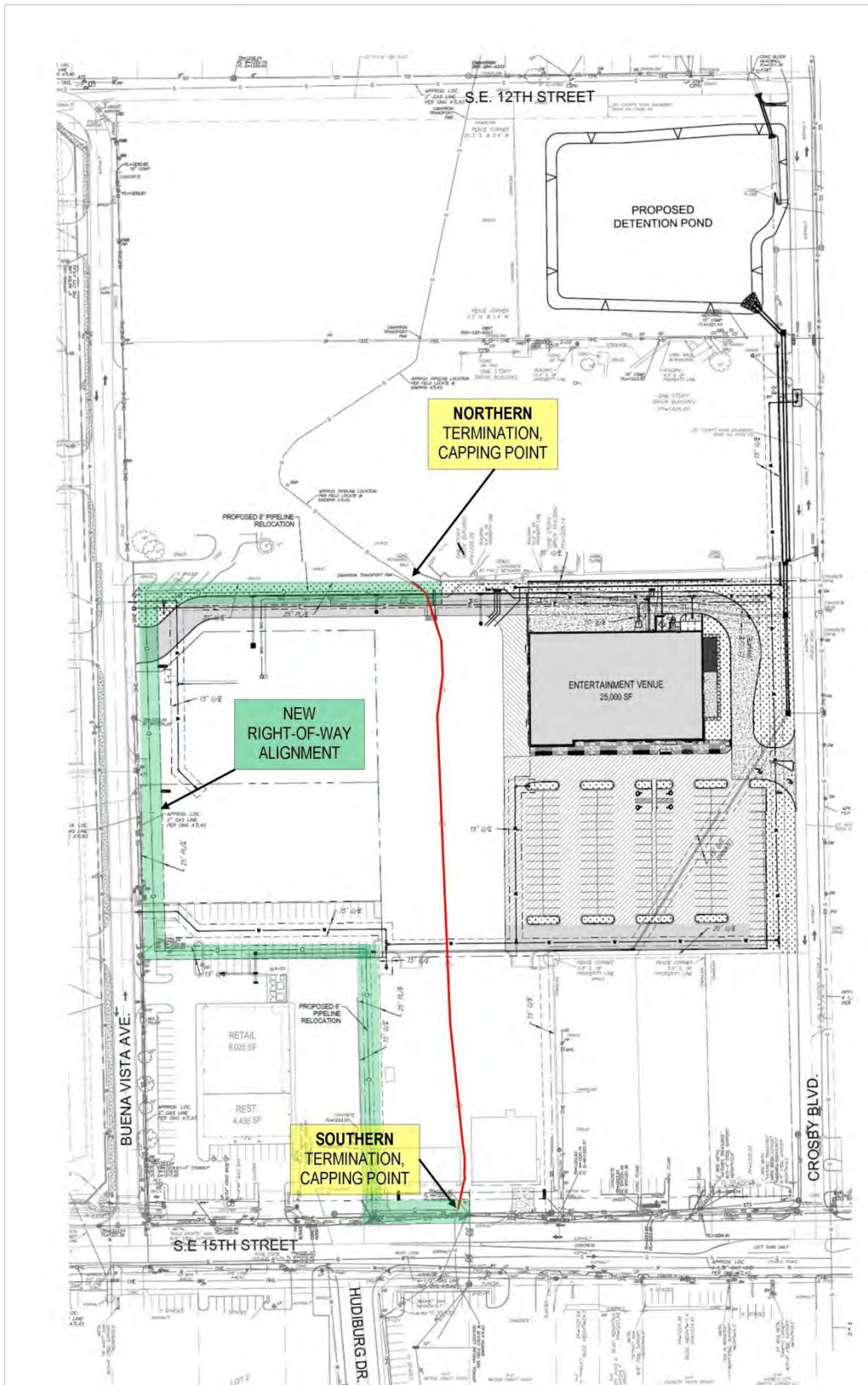
Staff recommends approval of the contract as written.

Respectfully,

---

Robert Coleman, Director of Economic Development

Attachments: Illustration  
Contract



## PIPELINE RELOCATION AGREEMENT

THIS PIPELINE RELOCATION AGREEMENT (the "Agreement"), effective the \_\_\_\_ day of \_\_\_\_\_, 2018, is by and between Sooner Investment Group, Inc., an Oklahoma corporation ("SIG") whose mailing address is c/o Sooner Investment Realty, Inc., 2301 West I-44 Service Road, Suite 100, Oklahoma City, OK, 73112, and MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, a public trust ("MWC") whose mailing address is 100 North Midwest Blvd, Midwest City, Oklahoma, 73110, and ENERFIN GATHERING LLC, a Texas limited liability company ("Enerfin") whose mailing address is 1001 South Dairy Ashford Rd., Suite 220, Houston, Texas 77077, hereinafter called Enerfin.

WITNESSETH: That,

WHEREAS, Enerfin, through its predecessor-in-interest the Magnolia Petroleum Company, ("Magnolia"), acquired the Right-Of-Way dated July 15, 1940 between John R. Lassiter and Myrtle Lassiter, husband and wife, Grantor, and Magnolia Petroleum Company, Grantee, recorded in Book 426 at Page 645, on August 3, 1940, in the official records of Oklahoma County, Oklahoma, hereinafter referred to as the "Lassiter Grant," attached hereto and made a part hereof as Exhibit "A-1", allowing Grantee to lay, relay, repair, maintain, operate and remove pipelines for the transportation of oil, gas, water, or any other fluid or substance through the following described land situated in Oklahoma County, Oklahoma, to wit ("Property"):

Part of the Southwest Quarter of Section 4, Township 11 North, Range 2 West, Beginning 396' West of the Southeast Corner of the Southwest Quarter, Thence North 550'; Thence West 396'; Thence South 550'; Thence East 396'; to the beginning, and;

WHEREAS, Enerfin, through its predecessor-in-interest Magnolia, acquired the Right-Of-Way dated July 18, 1940 between H.H. Harrill and Grace Harrill, husband and wife, Grantor, and Magnolia Petroleum Company, Grantee, recorded in Book 426 at Page 646, on August 3, 1940, in the official records of Oklahoma County, Oklahoma, hereinafter referred to as the "Harrill Grant," attached hereto and made a part hereof as Exhibit "A-2", allowing Grantee to lay, relay, repair, maintain, operate and remove pipelines for the transportation of oil, gas, water, or any other fluid or substance through the following described land situated in Oklahoma County, Oklahoma, to wit ("Property"):

Part of the Southwest Quarter of Section 4, Township 11 North, Range 2 West, Beginning 550' North of the Southeast Corner of the Southwest Quarter, Thence West 396'; Thence North 220'; Thence West 396'; Thence South 200'; Thence East 396'; to the beginning, and;

WHEREAS, Cimmarron Gathering LLC, a Texas limited liability company, through mesne assignments, acquired all rights, privileges and interests in the Lassiter Grant and Harrill Grant; and

WHEREAS, Enerfin, under the terms of a Purchase and Sale Agreement dated November 20, 2015, by and between ScissorTail Energy, LLC, as sole member and owner of Cimmarron Gathering LLC, and Enerfin, is subject to the Lassiter Grant and Harrill Grant as documented in the Assignment effective December 1, 2015; and

WHEREAS, SIG and MWC are the current owners of a portion of the Property as evidenced respectively by the following Special Warranty Deeds between Crain Properties, LLC and Sooner Investment Group Inc., recorded in Book 13548 at Page 700, and between Pamela J. Lowery and Sooner Investment Group Inc., recorded in Book 13548 at Page 1420, and between Clifford R. Mallonee and Julie A. Mallonee and Sooner Investment Group Inc., recorded in Book 13549 at Page 1935, and between Tommy Nguyen and Lina Yen Lan Tran, aka Lanyen Tran and Sooner Investment Group Inc., recorded in Book 13526 at Page 101, and between Regal Homes, LLC and Sooner Investment Group Inc., recorded in Book 13414 at Page 403, and between Michael A. Sloniker and Sooner Investment Group Inc., recorded in Book 13547 at Page 1932, and between MC&H Property LLC and Sooner Investment Group Inc., recorded in Book 13513 at Page 901, and between G. Michael Vloedman, Virginia Vloedman, N. Carolyn Hurst Revocable Trust dated 02/19/1991, and the Garrett Vloedman and Emily Vloedman Joint Living Trust and Midwest City Memorial Hospital Authority, recorded in Book 13531 at Page 790 all in the official records of Oklahoma County, Oklahoma (“SIG\MWC Property”); and

WHEREAS, SIG & MWC have requested that Enerfin reroute a portion of the pipeline traversing the SIG\MWC Property, as depicted in Exhibit “B” attached hereto and made a part hereof; and

WHEREAS, concurrent with this Agreement, SIG and Enerfin will enter into a new Grant of Right of Way Easement granting an easement for the relocated pipeline around the perimeter of that portion of the Property which is owned by SIG, hereinafter referred to as “New ROW”.

NOW THEREFORE, in consideration of the premises, the mutual benefits to be realized, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and agreement hereinafter stated, SIG, MWC and Enerfin do hereby agree as follows:

1. SCOPE OF WORK.

- A. Enerfin will cut, cap, purge, and abandon in place the existing four-inch (4”) pipeline as shown on Exhibit “B”.
- B. In the future Enerfin may or may not at its sole discretion, reroute a replacement four-inch (4”) pipeline within the New ROW. The replacement pipeline shall be buried to a subsurface depth to the top of



pipe, not less than three (3) feet below grade which shall be for installation purposes the top of the curb line of the nearest/adjacent public street

2. ALL RELOCATION COSTS BORNE BY MWC. MWC agrees to bear all costs associated with the abandonment of the existing pipeline and the pipeline relocation across the Property. Upon execution of the Agreement and before work described in Item 1.A above commences, MWC shall pay Enerfin the total sum of \$81,308.01 to cover the total costs to perform the work described in Item 1 (the "Fee"). MWC will issue a purchase order for \$81,308.01. Enerfin will submit an invoice summary showing the total costs payable by MWC within 30 days of receipt of the invoice summary. Upon the full execution of this Agreement and receipt by Enerfin of the Fee, Enerfin agrees to complete the work as described in Section 1.A above of this Agreement within ninety (90) days.
3. NO INTERFERENCE WITH RELOCATED PIPELINES. Neither SIG nor MWC nor any of its successors, assigns, agents, tenants, representatives, employees, and/or contractors shall build any structures, or place bodies of water upon, excavate or locate any utilities within (except as may cross various points there within), reduce the surface grade of, or, except for installation and maintenance and use thereof of paved parking lots and driveway, curbing and guttering, and landscaping grass cover and shrubbery, use any part of the surface above the new pipeline easement being twenty-five feet (25') wide and further defined as extending perpendicularly twelve and a half feet (12.5') of each side of the centerline of the New ROW easement, in any way which will or may interfere with Enerfin's immediate and/or unimpeded access to Enerfin's pipeline facilities located thereon or therein, or otherwise interfere with Enerfin's lawful exercise of any of the rights thereunder.
4. NO ADDITIONAL DAMAGES. Enerfin will pay no additional damages to crops, fences or other structures on the Property or the New ROW which may arise from the relocation of said pipeline, except to the extent such additional damages are due to Enerfin's gross negligence or willful misconduct.
5. RELEASE OF EXISTING EASEMENTS. Upon full execution of all parties of the new Grant of Right of Way Easement, Enerfin shall promptly execute and provide documentation suitable for recordation in the records of Oklahoma County, Oklahoma to release all the properties which are described in Exhibit "C" attached hereto, to the extent such properties are not burdened by the pipeline re-location as depicted on Exhibit "B" and the remaining upstream and downstream extensions therefrom.
6. BINDING EFFECT. All other terms and conditions of the ROW Grant, as amended, are hereby ratified and confirmed and shall remain in full force and

effect, and in accordance with the terms and provisions thereof. The terms, covenants and conditions contained in this Agreement and the benefits and obligations arising hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall be binding upon and shall inure to the benefit of Enerfin, SIG and MWC, and their respective successors, assigns, tenants, contractors, agents, representatives and employees.

7. COUNTERPARTS. This Agreement may be executed by SIG, MWC and Enerfin in one or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, SIG DEV LLC has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SOONER INVESTMENT GROUP, INC.  
An Oklahoma corporation

By: \_\_\_\_\_  
Name: Bob Stearns  
Title: Vice-President

**THE STATE OF OKLAHOMA**           §  
  §  
**COUNTY OF OKLAHOMA**           §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Bob Stearns, as Vice-President of SOONER INVESTMENT GROUP, INC., an Oklahoma corporation, on behalf of such corporation.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print Name)

Notary Public  
In and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Midwest City Memorial Hospital Authority has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
a public trust

By: \_\_\_\_\_  
Name: Matthew D. Dukes II  
Title: Chairman

**THE STATE OF OKLAHOMA**           §  
  §  
**COUNTY OF OKLAHOMA**         §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Matthew D. Dukes II, as Chairman of the Midwest City Memorial Hospital Authority, on behalf of such public trust.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print Name)

Notary Public  
In and for the State of \_\_\_\_\_

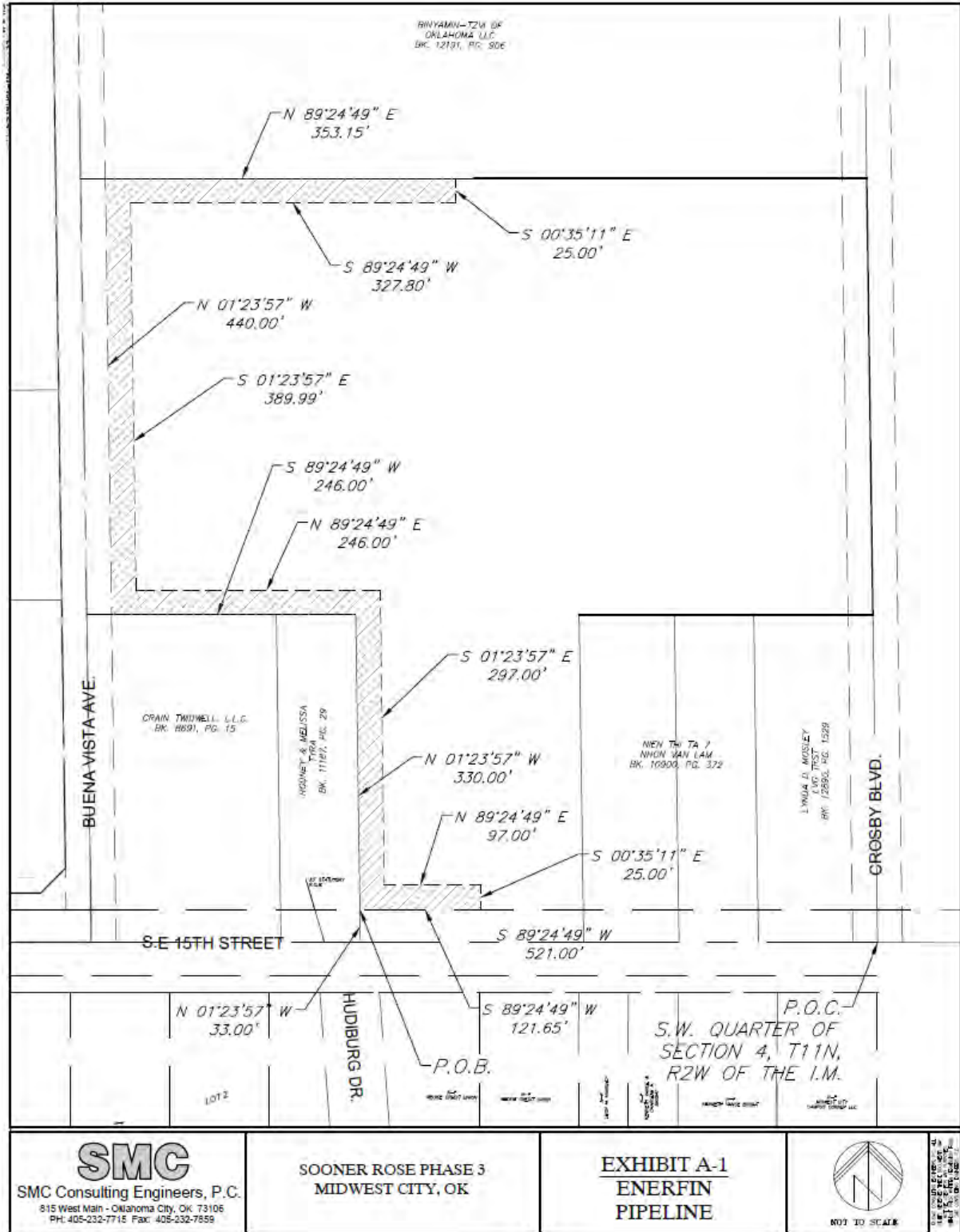
My Commission Expires: \_\_\_\_\_







# PROPOSED ROUTE OF PIPELINE RELOCATION







**EXHIBIT "B" (continued)**  
**PROPOSED ROUTE OF PIPELINE RELOCATION**  
(Legal Description of the Replacement Easement)

**ENERFIN PIPELINE LEGAL DESCRIPTION**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along the south line of said Southwest Quarter, a distance of 521.00 feet;

THENCE North 01°23'57" West, parallel with the east line of said Southwest Quarter, a distance of 33.00 feet to the POINT OF BEGINNING;

THENCE Continuing North 01°23'57" West a distance of 330.00 feet;

THENCE South 89°24'49" West a distance of 246.00 feet;

THENCE North 01°23'57" West a distance of 440.00 feet;

THENCE North 89°24'49" East a distance of 353.15 feet;

THENCE South 00°35'11" East a distance of 25.00 feet;

THENCE South 89°24'49" West a distance of 327.80 feet;

THENCE South 01°23'57" East a distance of 389.99 feet;

THENCE North 89°24'49" East a distance of 246.00 feet;

THENCE South 01°23'57" East a distance of 297.00 feet;

THENCE North 89°24' 49' East a distance of 97.00 feet;

THENCE South 00°35'11" East a distance of 25.00 feet;

THENCE South 89°24'49" West a distance of 121.65 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 35,194.76 square feet or 0.8079 acres, more or less.

The basis of bearing for this survey is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

TLH 04.12.18

**EXHIBIT "C"**  
**EASEMENT RELEASE TRACTS**

**CRAIN TO SOONER**

A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of said Southwest Quarter; Thence South 89°24'49" West (record - West), along the South line of said Southwest Quarter, a distance of 792.00 feet to a point of intersection with the centerline of Buena Vista Avenue as established by Easement for Right of Way recorded in Book 64, Page 69; Thence North 01°23'57" West (record - North) along said centerline and parallel with the East line of said Southwest Quarter, a distance of 330.00 feet to the Point of Beginning; Thence North 89°49'49" East (record - East) and parallel with the South line of said Southwest Quarter, a distance of 271.00 feet (record - 270 feet); Thence North 01°23'57" West (record - North) and parallel with the East line of said Southwest Quarter, a distance of 55.00 feet; Thence South 89°24'49" West (record - West) and parallel with the South line of said Southwest Quarter, a distance of 271.00 feet (record - 270 feet) to a point on the centerline of aforesaid Buena Vista Avenue; Thence South 01°23'57" East (record - South) along said centerline, a distance of 55.00 feet to the Point of Beginning.

**LOWERY TO  
SOONER**

A part of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, according to the Government Survey thereof, more particularly described as follows, to-wit: Beginning at a point 792 feet West and 440 feet North of the Southeast Corner of the SW/4; Thence East parallel with the South line 270 feet; Thence North parallel with the East line 55 feet; Thence West parallel with the South line 270 feet; Thence South parallel with the East line 55 feet to the Point or Place of Beginning. A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of said Southwest Quarter; Thence South 89°24'49" West (record - West), along the South line of said Southwest Quarter, a distance of 792.00 feet to a point of intersection with the centerline of Buena Vista Avenue as established by Easement for Right of Way recorded in Book 64, Page 69; Thence North 01°23'57" West (record - North) along said centerline and parallel with the East line of said Southwest Quarter, a distance of 440.00 feet to the Point of Beginning; Thence North 89°49'49" East (record - East) and parallel with the South line of said Southwest Quarter, a distance of 271.00 feet (record - 270 feet); Thence North 01°23'57" West (record - North) and parallel with the East line of said Southwest Quarter, a distance of 55.00 feet; Thence South 89°24'49" West (record - West) and parallel with the South line of said Southwest Quarter, a distance of 271.00 feet (record - 270 feet) to a point on the centerline of aforesaid Buena Vista Avenue; Thence South 01°23'57" East (record - South) along said centerline, a distance of 55.00 feet to the Point of Beginning.

**EXHIBIT "C" (continued)**  
**EASEMENT RELEASE TRACTS**

**MALLONEE TO SOONER**

A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of said Southwest Quarter; Thence South 89°24'49" West (record - West), along the South line of said Southwest Quarter, a distance of 792.00 feet to a point of intersection with the centerline of Buena Vista Avenue as established by Easement for Right of Way recorded in Book 64, Page 69; Thence North 01°23'57" West (record - North) along said centerline and parallel with the East line of said Southwest Quarter, a distance of 385.00 feet to the Point of Beginning; Thence North 89°49'49" East (record - East) and parallel with the South line of said Southwest Quarter, a distance of 271.00 feet (record - 270 feet); Thence North 01°23'57" West (record - North) and parallel with the East line of said Southwest Quarter, a distance of 55.00 feet; Thence South 89°24'49" West (record - West) and parallel with the South line of said Southwest Quarter, a distance of 271.00 feet (record - 270 feet) to a point on the centerline of aforesaid Buena Vista Avenue; Thence South 01°23'57" East (record - South) along said centerline, a distance of 55.00 feet to the Point of Beginning.

**SLONIKER TO SOONER**

A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of said Southwest Quarter; Thence South 89°24'49" West (record - West), along the South line of said Southwest Quarter, a distance of 792.00 feet to a point of intersection with the centerline of Buena Vista Avenue as established by Easement for Right of Way recorded in Book 64, Page 69; Thence North 01°23'57" West (record - North) along said centerline and parallel with the East line of said Southwest Quarter, a distance of 495.00 feet to the Point of Beginning; Thence North 89°49'49" East (record - East) and parallel with the South line of said Southwest Quarter, a distance of 271.00 feet (record - 270 feet); Thence North 01°23'57" West (record - North) and parallel with the East line of said Southwest Quarter, a distance of 55.00 feet; Thence South 89°24'49" West (record - West) and parallel with the South line of said Southwest Quarter a distance of 136.90 feet (record - 135.90 feet); Thence North 01°23'57" West (record - North) and parallel with the East line of said Southwest Quarter, a distance of 55.00 feet; Thence South 89°24'49" West (record - West) parallel with the South line of said Southwest Quarter, a distance of 134.10 feet to a point on the centerline of aforesaid Buena Vista Avenue; Thence South 01°23'57" East (record - South) along said centerline, a distance of 110.00 feet to the Point or Place of Beginning.

**EXHIBIT "C" (continued)**  
**EASEMENT RELEASE TRACTS**

**MC&H TO SOONER**

A part of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows: Beginning at a point 296 feet West of the Southeast Corner of the Southwest Quarter (SW/4) of said Section 4; Thence North 330 feet; Thence West 100 feet; Thence South 330 feet; Thence East 100 feet to the Point or Place of Beginning.

**NGUYEN TO SOONER**

A part of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows: Beginning at a point 396 feet West of the Southeast Corner (SE/C) of the Southwest Quarter (SW/4) of said Section 4; Thence North parallel with the East line of said Southwest Quarter (SW/4) 550 feet; Thence West parallel with the South line of said Section, 125 feet; Thence South parallel with the East line of said Southwest Quarter (SW/4) 550 feet; Thence East along the South line of said Section, 125 feet to the Point or Place of Beginning.

Said Land being more particularly described as:

A part of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter;

Thence South 89°24'49" West along the South line of said Southwest Quarter, a distance of 396 feet to the Point of Beginning;

Thence North 01°23'57" West, parallel with the East line of said Southwest Quarter, a distance of 550.00 feet;

Thence South 89°24'49" West parallel with the South line of said Southwest Quarter, a distance of 125.00 feet;

Thence South 01°23'57" East, parallel with the East line of said Southwest Quarter, a distance of 550.00 feet to a point on the south line of said Southwest Quarter;

Thence North 89°24'49" East along the South line of said Southwest Quarter, a distance of 125 feet to the Point of Beginning.

**EXHIBIT "C" (continued)**  
**EASEMENT RELEASE TRACTS**

**REGAL HOMES TO SOONER**

A part of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Base and Meridian, Oklahoma County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast Corner of the Southwest Quarter;  
Thence North 01°23'57" West along the east line of said Southwest Quarter a distance of 550.00 feet;  
Thence South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 396.00 feet to the POINT OF BEGINNING;  
Thence North 01°23'57" West, parallel with the east line of said Southwest Quarter a distance of 220.00 feet;  
Thence South 89°24'49" West, parallel with the south line of said Southwest Quarter a distance of 396.00 feet to a point on the centerline of Buena Vista Avenue as established by Easement recorded in Book 64, Page 69;  
Thence South 01°23'57" East, along said road centerline and parallel with the east line of said Southwest Quarter, a distance of 165.00 feet;  
Thence North 89°24'49" East, parallel with the south line of said Southwest Quarter a distance of 134.10 feet;  
Thence South 01°23'57" East, parallel with the east line of said Southwest Quarter a distance of 55.00 feet;  
Thence North 89°24'49" East, parallel with the south line of said Southwest Quarter a distance of 261.90 feet to the POINT OF BEGINNING.

Being formerly described as:

A part of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Base and Meridian, Oklahoma County, State of Oklahoma, according to the United States Government Survey thereof, more particularly described as follows: Beginning at a point 550 feet North and 396 feet West of the Southeast (SE) Corner of the Southwest Quarter of said Section 4; Thence North parallel with the East line of the Southwest Quarter of said Section, 220 feet; Thence West parallel with the South line of said Section, 396 feet; Thence South parallel with the East line of the Southwest Quarter of said Section, 165 feet; Thence East parallel with the South line of said Section, 134.10 feet; Thence South parallel with the East line of the Southwest Quarter of said Section, 55 feet; Thence East parallel with the South line of said Section, 261.90 feet to the Point or Place of Beginning.

**EXHIBIT "C" (continued)**  
**EASEMENT RELEASE TRACTS**

**VLOEDMAN TO MIDWEST CITY MEMORIAL HOSPITAL**

A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southwest Corner of said Southwest Quarter; Thence North 89°24'49" East along the South line of said Southwest Quarter a distance of 1,286.19 feet to the Point of Beginning; Thence North 00°35'11" West perpendicular to the South line of said Southwest Quarter a distance of 399.33 feet; Thence North 01°20'38" West parallel with the West line of said Southwest Quarter a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records; Thence North 89°24'49" East along said centerline and parallel with the South line of said Southwest Quarter a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the East line of the said Southwest Quarter; Thence South 01°23'57" East parallel with the East line of said Southwest Quarter a distance of 1,320.02 feet to a point on the South line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the Southeast corner of said Southwest Quarter; Thence South 89°24'49" West along said South line a distance of 553.73 feet to the Point of Beginning.

AND

A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of said Southwest Quarter; Thence North 01°23'57" West along the East line of said Southwest Quarter a distance of 330.00 feet to the Point of Beginning; Thence South 89°24'49" West parallel with the South line of said Southwest Quarter a distance of 396.00 feet; Thence North 01°23'57" West parallel with the East line of said Southwest Quarter a distance of 440.00 feet; Thence North 89°24'49" East parallel with the South line of said Southwest Quarter a distance of 396.00 feet to a point on the East line of said Southwest Quarter; Thence South 01°23'57" East along said East line a distance of 440.00 feet to the Point of Beginning.

AND

A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of said Southwest Quarter; Thence North 01°23'57" West along the East line of said Southwest Quarter a distance of 1,045.00 feet to the Point of Beginning; Thence South 89°24'49" West parallel with the South line of said Southwest Quarter a distance of 316.80 feet; Thence North 01°23'57" West parallel with the East line of said Southwest Quarter a distance of 275.02 feet (275.00 feet per vesting deed) to a point on the center line of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records; Thence North 89°24'49" East along said centerline and parallel with the South line of said Southwest Quarter a distance of 316.80 feet to a point on the East line of said Southwest Quarter; Thence South 01°23'57" East along said East line a distance of 275.02 feet (275.00 feet per vesting deed) to the Point of Beginning.



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSIONS







**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1204  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees  
Memorial Hospital Authority

FROM: J. Guy Henson, City Manager

DATE: July 10, 2018

SUBJECT: Discussion and consideration of entering into executive session as allowed under 25 O.S., § 307(B)(4) to be briefed on potential litigation.

---

Appropriate information will be disbursed at the meeting.

A handwritten signature in blue ink, reading "J. Guy Henson", is written over a horizontal line.

J. Guy Henson, AICP  
City Manager



**City Manager**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
ghenson@midwestcityok.org  
Office: 405-739-1207/Fax: 405-739-1208  
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, City Manager

DATE: July 10, 2018

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.

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Appropriate information will be dispersed during executive session.

J. GUY HENSON, AICP  
City Manager



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](http://www.midwestcityok.org)

## MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Director of Economic Development

DATE: July 10, 2018

RE: Discussion and consideration of declaring all of Lots 1 – 9 Gilkison Addition and the remaining  $\pm$  9.41 acres located in the Northeast Quarter of Section 14, Township 11 North, Range 2 West, I.M. (a/k/a 8800 – 8832 SE 29<sup>th</sup> ST) surplus, and directing Staff to dispose of the property for \$5,300,000 less closing costs.

---

Franklin Land Associates, L.L.C, (“FLA”) has tendered an offer of \$5.3 Million for  $\pm$  13.2869 acres of Midwest City Memorial Hospital Authority property that lies in the 8800 block of SE 29<sup>th</sup>. FLA is an affiliate of GBT Realty Corporation, a shopping center and mixed used developer based in Brentwood, TN.

The MCMHA acquired this real estate through purchases from the Tubbs family (2014) and the Newey family (2016) with the intent of promoting the development of entertainment, restaurant and/or retail uses. Thus far, we have invested a total of approximately \$4,735.969 in this property.

Staff recommends declaring the property surplus and to approve entering into a contract to sell it as described above. The legal parties involved are making minor changes to the contract and it will be sent to the Council under separate cover as soon as possible.

---

Robert Coleman  
Director of Economic Development

Attachments: Proposed Commercial Real Estate Contract  
Property Surveys

## REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Agreement") is made and entered into as of the date of full execution of this Agreement (the "Effective Date") by and between MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY ("Seller") and FRANKLIN LAND ASSOCIATES, L.L.C., a Tennessee limited liability company ("Buyer").

### WITNESSETH

For and in consideration of One Hundred Dollars (\$100.00), the agreements made herein, and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions herein set forth that certain tract or parcel of land consisting of approximately 13.28 acres, more or less, situated at the intersection of SE 29<sup>th</sup> Street and Douglas Boulevard in Midwest City, Oklahoma County, Oklahoma, being all of the property identified as Parcel Nos. 14-384-1400, 15-670-1500, 15-140-1005, 15-140-1015, 15-140-1025, 1453-15-140-1035, 1453-15-140-1050, 1453-15-140-1045, 1453-15-140-1060 which is further depicted on **Exhibit "A"** attached hereto and incorporated herein (the "Land"), together with (a) all buildings and improvements and fixtures relevant to the operation of the buildings, if any ("Improvements"), located on the Land, (b) all of the right, title and interest of Seller as "lessor" or "landlord" in, to and under all leases and other agreements for the use, occupancy or possession of all or any part of the Land or the Improvements (the "Leases"), (c) all furniture, personal property, machinery, apparatus, and equipment currently used in the operation, repair and maintenance of the Land and Improvements (the "Personal Property"), (d) all rights, easements, hereditaments, and appurtenances belonging to or inuring to the benefit of the Land or to Seller as the owner thereof, (e) all contracts and agreements relating to the operation or maintenance of the Land, Improvements or Personal Property which Buyer has agreed to assume as of the Closing Date pursuant to this Agreement (the "Service Contracts"), (f) existing blueprints, drawings, plans and specifications (including, without limitation, structural, HVAC, mechanical and plumbing plans and specifications) in Seller's possession or control relating to the Property, (g) assignable warranties and guaranties issued in connection with the Improvements or Personal Property, and (h) all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality solely in respect of the Land or Improvements, but less and except all mineral interests of any nature and less and except a parcel immediately surrounding the existing billboard having measurements of approximately 40' by 90' together with an adequate access easement thereto for access and maintenance purposes (the Land, Improvements, Personal Property, Service Contracts and other rights or items described above are hereinafter collectively referred to as the "Property").

2. Earnest Money. Within five (5) business days of approval of the conditions described herein by Buyer's Members, Buyer shall deposit the sum of Five Thousand and no/100 Dollars (\$5,000.00) as earnest money (the "Earnest Money") with Fidelity National Title Insurance Company, (Phoenix Office), Attn: Kelli J. Vos, Direct:602-343-757 (hereinafter "Escrow Agent"). The Earnest Money shall be held in an interest-bearing account at a financial institution in which deposits are insured by the FDIC and paid over by the Escrow Agent in accordance with the terms

and provisions of this Agreement. All interest earned on the Earnest Money shall become the property of the party ultimately receiving the Earnest Money.

3. Purchase Price. The purchase price for the Property (the “Purchase Price”) shall be Five Million, Three Hundred Thousand Dollars (\$5,300,000.00) payable in cash at Closing, less the Earnest Money and all adjustments provided herein.

4. Closing. The closing of the purchase and sale of the Property (the “Closing”) shall be held at the offices of the Escrow Agent and upon a date which is on the thirtieth day after end of the Due Diligence period as defined below (the “Closing Date”) unless otherwise mutually agreed by the parties hereto. The Closing Date shall be designated by Buyer upon written notice given to Seller not less than five (5) business days prior to the Closing.

5. Obligations of Seller at Closing. At Closing, Seller shall execute and deliver all papers legally required to carry out the terms of this Agreement, including, without limitation, the following:

a. Seller shall deliver to Buyer, or Buyer’s designee, a special warranty deed (the “Deed”) conveying to Buyer or its designee good and marketable title in fee simple to the Property subject only to the Permitted Exceptions (as defined in Section 10 below);

b. Seller shall deliver to Buyer, or Buyer’s designee, an Assignment of Leases (if needed) (the “Assignment”) (*or, the Lease, as applicable*) with indemnification by Seller as to Seller’s failure to perform any obligations of the landlord under the Lease(s) with respect to the period prior to the Closing Date;

c. Seller shall deliver a general assignment (the “General Assignment”) whereby Seller transfers and assigns to Buyer all of Seller’s right, title and interest in, to and under the Service Contracts and all other rights and interests that make up or comprise the Property which are not otherwise transferred to Buyer pursuant to the Deed, the Assignment, the Bill of Sale or Agreements;

d. Buyer shall cause to be delivered to Buyer by the title insurance company the Title Policy as provided for in Section 10, below, free and clear of all exceptions (including the standard printed exceptions) except for the Permitted Exceptions;

e. Seller shall deliver to the title insurance company all documents required by the title company to issue its title policy in the form required by this Agreement, including a customary ALTA owner’s affidavit;

f. Seller shall deliver to Buyer a bill of sale (the “Bill of Sale”) conveying title to all items of Personal Property (with a detailed listing of the Personal Property), including fixtures not otherwise conveyed by the Deed;

g. Seller shall deliver to Buyer a certificate stating that Seller is not a “foreign person”, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended; make, execute and deliver, or obtain and deliver, all such affidavits, deeds, certificates, and other instruments and documents, and shall do or cause to be done all such acts or things which the title company issuing the Title Policy

may reasonably request and require to in order to remove the standard printed exceptions for mechanics and materialmen's liens and rights of parties in possession from the Title Policy;

h. Seller shall pay for the transfer taxes or documentary stamps payable in connection with the recording of the Deed, and all other costs incurred by Seller; and

i. Seller shall surrender exclusive possession of the Property to Buyer, subject only to the rights of tenants pursuant to the Lease(s).

6. Obligations of Buyer at Closing. At Closing, Buyer shall satisfy and perform the following:

a. Deliver to Seller the balance of the Purchase Price after deduction of the Earnest Money and adjustment for prorations as required herein by a certified or cashier's check drawn on a national bank or by wire delivery of funds to an account specified by Seller through the Federal Reserve System;

b. Plat the Property at Buyer's sole expense during the Due Diligence period, if required by the City of Midwest City; and,

c. Pay recording fees for the recording of the deed.

7. Prorations. Buyer and Seller shall prorate and apportion, as of the Closing Date:

a. Taxes. Real property ad valorem taxes and all other taxes and assessments levied or imposed upon, or assessed against, the Property for the year in which Closing occurs. If the amount of such taxes is undetermined on the Closing Date, the proration shall be based upon estimated taxes computed by multiplying the most recent applicable assessment by the most recent applicable tax rate. In the event the actual amount of such tax differs from any estimated amounts upon which the proportion is based pursuant to this Section, Seller and Buyer shall adjust the proration based upon the actual amount of such taxes promptly upon receipt of the tax bills. Seller shall be responsible for any "rollback" taxes, if any, upon the Property.

b. Rents. Rents and any other amounts payable by and received from tenants, personal property taxes, installment payments of special assessment liens, vault charges, sewer charges, utility charges and normally prorated operating expenses actually collected or paid as of the Closing Date shall be prorated as of the Closing Date and be adjusted against the Purchase Price due at the Closing, provided that on the date occurring ninety (90) days after the Closing Date, Buyer and Seller will make a further adjustment for such rents, taxes or charges which may have accrued or been incurred prior to the Closing Date, but not collected, billed or paid at that date. Any uncollected rent and other income shall be prorated when received, and the receiving party shall pay the amount due the other party promptly upon receipt less in the case of delinquent amounts collected by Buyer any reasonable costs of collection (including, but not limited to, attorneys' fees). All rent amounts received shall be first applied to current charges, and the balance shall be applied to make up delinquencies in the reverse order of maturity. Seller shall likewise provide a credit to Buyer at Closing for its prorated share

of any prepaid rent or up front premiums with respect to Service Contracts, if any. All prorations shall be made on a 360-day calendar year basis, 30 days to the month. Seller shall give a credit to Buyer at Closing in an amount equal to the aggregate security deposits then held by Seller in respect of the Leases; provided that from and after the Effective Date, Seller shall not apply any security deposits with respect to tenants in occupancy or with respect to which the tenant's Lease is still in effect other than as permitted under the Lease.

c. Utilities. Seller and Buyer shall endeavor to obtain meter readings and account changeovers for the Property on the day before the Closing Date, and if such readings and changeovers are obtained, there shall be no proration of such items. In such event Seller shall pay the bills for the period to and including the day before the Closing Date and Buyer shall pay the bills for day of Closing and thereafter. If meter readings cannot be obtained prior to the Closing Date, utility charges shall be prorated based upon historical utility charges for such month adjusted for current rates and levels of occupancy.

d. Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this Section 7 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property and shall receive all income therefrom accruing through midnight at the end of the day preceding the Closing Date and Buyer shall bear all such expenses and receive all such income accruing from and after the Closing Date.

#### 8. Inspection Period.

a. Buyer's agents, employees and independent contractors shall have a period of one hundred eighty (180) days after the delivery of the Due Diligence Items (defined below) pursuant to Section 8.B. (the "Inspection Period") in which to conduct, at Buyer's sole expense, such physical, environmental, engineering and feasibility reports, inspections, examinations, tests and studies as Buyer deems appropriate in an effort to determine, including, but not limited to, whether the Property is zoned under a zoning classification which will permit the development or use of the Property for Buyer's intended use; that sufficient water, gas, sewer, electricity and other utilities are available to the Property; that the Property is in full compliance with all applicable laws, statutes, codes, ordinances and regulations; that there are no surface or subsurface conditions which would preclude Buyer's intended use of the Property; that there are no hazardous wastes or substances on the Property; and that the Property is otherwise suitable for Buyer's intended use of the Property. During the Inspection Period, Buyer, Buyer's agents, employees and independent contractors shall have the right to come onto the Property including entry and access into any buildings or structures, after providing reasonable notice to Seller and to any tenant, for the purpose of conducting the foregoing reports, inspections, examinations, tests and studies as described herein, and place marketing signs on the Property as permitted by City Code, with all such signage being removed no later than ten (10) days following either Closing or termination of this Agreement. In the event that Buyer elects to proceed with the Closing of the purchase of the Property at the end of the Inspection Period as hereinafter provided, Buyer, Buyer's agents, employees and independent contractors shall have the right to continue to enter onto the Property for the purpose of making any further inspections, examinations, tests or studies relating to Buyer's intended use of the Property until the Closing or earlier termination of this Agreement. Any report, inspection,



examination, test or study shall not interfere with Seller's use of the Property and shall not violate any law or regulation of any governmental entity having jurisdiction over the Property. Upon the completion of any inspection, examination, test or study, if any, in the event that Buyer terminates this Agreement in accordance with the terms of Section 8.C, Buyer shall restore the Property to its former condition and immediately deliver all Due Diligence findings, reports, studies, conclusions and other similar materials to the Seller. All such items shall be held in strict confidence and shall not be released to any third party.

b. Within five (5) business days after the Effective Date, Seller shall make available to Buyer, its agents and attorneys, copies of any of the following items it has in its possession or control (collectively, the "Due Diligence Items"):

- i. The most current title insurance policy issued to Seller with respect to the Property, together with copies of all exception documents, including, without limitation, any declarations, operating and easement agreement, reciprocal easement agreements, or similar documents;
- ii. Any surveys, including as-built surveys, maps or plats of the Property;
- iii. Any zoning letters related to the Property;
- iv. A statement of current common area maintenance and insurance costs and expenses, and real estate taxes, including a copy of all tax bills and operating budgets for the last two (2) years;
- v. Any and all current Leases, or other agreements providing an interest in the Improvements, along with a current rent roll;
- vi. Any and all current contracts pertaining to the operation, management or maintenance of the Property, including all property management contracts and maintenance contracts;
- vii. Any and all materials related to the development, operation or physical condition of the Property, including but not limited to, certificates of use and occupancy, plans and specifications, warranties, engineering information, soil test results, geotechnical or hydro geologic reports, compaction and fill testing results, wetlands assessments, water studies, drainage analysis, and information, assessments, studies, analyses, reports, data and notices related to the condition of the Property;
- viii. Any and all Phase I reports relating to all or any portion of the Property;
- ix. Any and all construction drawings, site plans, grading plans, utility plans, approvals or permits pertaining to the construction of the Improvements; and
- x. A letter signed by Seller stating that Seller has made a good faith effort to deliver all items in its possession or control pursuant to this Section 8.b.

c. If Buyer determines, at Buyer's sole discretion, that the condition of the Property is unsatisfactory to Buyer for whatever reason, or that the Property is not in full compliance with all laws, statutes, codes, ordinances or regulations, or that the Property is in any way unsuitable for Buyer's intended use, Buyer may terminate this Agreement by notifying the Seller and the Escrow Agent in writing via electronic mail or as otherwise provided in this Agreement of Buyer's election to terminate this Agreement on or before the expiration of the Inspection Period, including any extensions thereof. If Buyer elects to terminate this Agreement, then this Agreement shall be null and void and the Earnest Money (and any other deposits, if any) shall be immediately refunded to Buyer without Seller having rights or claim thereto, except for One Hundred Dollars (\$100.00), which shall be retained by

Seller as independent consideration for this Agreement. Upon the termination of this Agreement pursuant to this subsection, the parties shall be relieved of any further obligations hereunder except as set forth above in Section 8. a.. Seller acknowledges Buyer's absolute and unrestricted ability to terminate this Agreement within the Inspection Period as defined in this Section 8, including any extensions, and become entitled to the immediate return of the Earnest Money. If Buyer does terminate the Agreement within the Inspection Period, Seller hereby affirmatively waives any and all rights to dispute the termination or object to the return of the Earnest Money.

d. If Buyer intends to proceed with the Closing of its purchase of the Property, then Buyer shall, on or before the expiration of the Inspection Period, notify the Seller and Escrow Agent in writing via electronic mail or as otherwise provided in this Agreement of Buyer's intent to proceed with the Closing of its purchase of the Property, subject to all of the other terms and conditions hereof. If Buyer elects to proceed with Closing pursuant to this subsection, then the Earnest Money (and any additional deposits, if any) shall become non-refundable (but at Closing shall be applied to the Purchase Price) under any circumstances and for any reason except for (i) termination by Buyer due to default by Seller as provided in Section 19, below, (ii) termination by Buyer due to objections to the Commitment and Survey as provided in Section 11, below, and (iii) termination by Buyer due to failure to satisfy Buyer's other conditions to Closing as provided in Section 16 below.

e. Notwithstanding the foregoing, in the event Buyer fails to notify Seller of either (i) its election to terminate this Agreement or (ii) its intent to proceed with the Closing of its purchase of the Property, then Buyer shall be deemed to have elected to terminate this Agreement, and this Agreement shall be null and void and the Earnest Money (and any other deposits, if any), shall be immediately refunded to Buyer without Seller having rights or claims thereto. Upon termination of this Agreement pursuant to this subsection, the parties shall be relieved of any further obligations hereunder except as set forth above in Section 8. a. .

f. In the event the inspections and feasibility studies contemplated by Buyer pursuant to this Section 8 cannot be completed during the Inspection Period, such Inspection Period may be extended for four (4) thirty (30) day periods upon the payment to the Escrow Agent on or before the date of the expiration of the original time period of the Inspection Period, or extension thereof, of an amount of Five Thousand and no/100 Dollars (\$5,000.00) per extension period required, which amount shall be held in escrow pursuant to the terms and conditions described herein and but shall not be applicable to the Purchase Price at Closing.

g. Seller agrees to reasonably cooperate with Buyer with respect to Buyer's efforts to plat the Property, obtain Plan Approval and/or re-zoning, and upon request therefor, to promptly execute, acknowledge, and deliver such plats, documents, instruments and consents as may be reasonably required to obtain platting and Plan Approval. Notwithstanding the foregoing, Seller hereby authorizes Buyer to execute, as agent for Seller, any and all applications or other documents necessary to effectuate platting and Plan Approval and/or rezoning. Buyer shall be responsible for the cost and expense of preparing and recording any plat necessary for or the result of obtaining Plan Approval.

These items must be accomplished by the Buyer at Buyer's sole expense during the Due Diligence period as defined above.

9. Survey. On or before five (5) business days after the Effective Date, Seller shall provide a copy of any survey of the Property that it may have in its possession, if any. Buyer, at Buyer's expense, shall obtain, prior to Closing, a current ALTA As-Built Survey of the Property by a qualified and reputable surveyor acceptable to Buyer and registered under the laws of the state where the Property is located (the "Survey"). The Survey shall locate the boundaries of the Property, identify all corners and certify to the nearest 1/100<sup>th</sup> of an acre the number of acres included in the Property and shall reflect the location and size of all Improvements on the Land. The Survey shall contain such surveyor's certifications as would be customarily shown on an as-built survey of improved real property in that state, addressed to Seller, Buyer, the Escrow Agent, and Buyer's lender, if any, and their successors and assigns. Such Survey shall establish the total square footage of the Improvements and of the Land, the location of all easements and encroachments, the area of the Property located within any flood hazard area, and shall certify that all separate parcels comprising the Property, if any, are contiguous and that the Property contains no gaps, strips or zones between said parcels. The Survey shall be sufficient in form and content to remove the standard printed survey exception from the Title Policy to be issued to Buyer hereunder. The Survey shall be used as the basis for the preparation of the legal description of the Property to be used for the deed to be delivered by Seller to Buyer at Closing conveying the Property to Buyer or its designee.

10. Title Insurance. On or before five (5) business days from the Effective Date, Seller shall deliver a copy to Buyer of any title insurance policy it may have in its possession, if any. Buyer, at Buyer's expense, shall obtain a title policy commitment and subsequent owner's policy issued by the title insurance company (the "Commitment"). The Commitment shall be for an ALTA Owner's Policy in the full amount of the Purchase Price naming Buyer, or its designee, as insured and committing to insure the title to the Property and shall provide for simultaneous issue of a mortgage title policy at the standard simultaneous issue rate up to the amount of the Purchase Price which Buyer may provide for its lender (if any). The Commitment shall provide that the title policy (the "Title Policy"), when issued, shall have all standard printed exceptions removed and shall not include any exceptions other than for the Permitted Exceptions as defined below. Seller shall deliver at Closing all corporate resolutions, incumbency certificates or other documentation required by the title company to issue the Title Policy as herein contemplated.

For the purposes of this Agreement, the term "Permitted Exceptions" shall mean: (i) current taxes not yet due and payable; (ii) easements and restrictions of record which do not materially interfere with or prohibit the Buyer's intended development and use of the Property or have a material adverse effect on the marketability of the Property (as determined by Buyer); and (iii) such other matters as may be accepted, or waived or approved in writing by, Buyer as provided in Section 11, below.

11. Objections to Title and Survey. Buyer shall have twenty (20) business days from the date of receipt of the last of each of the Survey and the Commitment in which to examine the title to the Property, review the Survey and any other supporting documents and give Seller written notice of any objections with respect to any matters shown on or by the Survey or the Commitment. If Buyer does not either accept the conditions of the Commitment and the Survey or object to the conditions of the Commitment and the Survey in the time frame set forth in this Section. If Buyer fails to object, then Buyer shall be deemed to have accepted the title and Survey

as is except for matters to which notice has been given by Buyer, such exceptions and Survey matters being deemed "Permitted Exceptions". In no event shall taxes not yet due, mortgages, deeds of trust, monetary liens or leases be deemed Permitted Exceptions.

Upon receipt of notice of any such objections, except for liens which can be satisfied at Closing from the proceeds of the Purchase Price to be received by Seller, the Seller shall have ninety (90) days after receipt of such notice to make a good faith effort to satisfy or cure such objections. If Seller fails or declines to satisfy the same within such period, the Buyer, at Buyer's option as evidenced by written notice to Seller, may elect to (i) terminate this Agreement in which event the Earnest Money shall be refunded to Buyer, any further obligations of the parties shall expire except as set forth in Section 8. a., and this Agreement shall become null and void, or (ii) waive in writing any such obligations and close the purchase of the Property subject to such objections in which event any such objections shall thereafter constitute Permitted Exceptions under this Agreement. In the event that this Agreement is terminated for any of the reasons set forth in this Section 11, the failure of the sale to close shall not constitute an act of default on the part of either Buyer or Seller.

12. Commissions. Seller and Buyer warrant and represent to each other that they have not employed or dealt with any real estate agent or broker relative to the sale and purchase of the Property, other than CJ See at See Companies, LLC, whose three percent (3%) commission and/or finder's fee shall be paid by the Seller at Closing. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.

13. Representations, Warranties, and Covenants of Seller. Seller warrants and represents the following to Buyer:

- a. Seller has good and indefeasible fee simple and marketable title to the Property, and has the full and complete right, power and authority to enter into this Agreement and to convey the Property to Buyer in accordance with the terms and conditions of this Agreement;
- b. There are no actions, suits or proceedings pending or threatened against, by or affecting Seller which question the validity of this Agreement or of any action to be taken by Seller pursuant to or in connection with this Agreement or otherwise affect the Property, in any court or before any governmental agency, domestic or foreign;
- c. Seller has the authority to convey the Property to Buyer without the joinder of any other person or entity;
- d. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property; and

e. The Property will be delivered to Buyer at Closing free and clear from any leases, contracts and tenants in possession except for the Leases.

Each representation and warranty of Seller contained in this Agreement shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

In addition to the foregoing representations and warranties, Seller covenants and agrees that:

(i) between the Effective Date and the Closing, Seller shall not cause or permit any waste or damage to occur to the Property or allow the Property to be encumbered in any manner, make any changes, alterations or additions to the Property, or enter into or amend any contract, covenant, condition, restriction, easement, lease or other agreement which affects or could affect the Property or the Seller's interest therein without the Buyer's prior written consent;

(ii) between the Effective Date and the Closing, Seller shall maintain the Property in good condition and shall not cause or permit any waste or damage to occur to the Property or allow the Property to be encumbered in any manner, make any changes, alterations or additions to the Property, or enter into or amend any covenant, condition, restriction, easement, lease or other agreement which affects or could affect the Property;

(iii) Seller shall comply with and use commercially reasonable efforts to enforce all applicable agreements related to or affecting the Property, including the Leases;

(iv) if Seller learns or receives written notice of any matter or event which renders any representation or warranty of Seller untrue or which otherwise has or could have an adverse effect on the value or condition of the Property, including, but not limited to, any (1) change in environmental condition of the Property, (2) actual or threatened taking of any portion of the Property, (3) change in the status of title to the Property, (4) pending or contemplated change in the zoning of the Property, and (5) notices of violations of legal requirements or and of the Leases, then Seller shall immediately notify Buyer thereof in writing. With respect to any such new item, Seller agrees to promptly furnish Buyer with any information related to the Property that Buyer may request if the same is readily obtainable or is within Seller's possession or control;

(v) Buyer's acquisition of the Property shall in no way be construed as an assumption of any liability, debt or obligation related thereto, known or unknown, which is allocable to periods prior to the Closing Date; and

(vi) Seller shall bear the risk of loss or damage to the Property prior to the Closing Date. Seller agrees to maintain property insurance, written on a "special form" basis or its equivalent, in an amount equal to one hundred percent (100%) of the replacement cost of the Property until the Closing, and Seller hereby waives all claims it has or may have, now or hereafter, against Buyer and its employees, agents, contractors and representatives on account of damage to the Property that is covered (in whole or in part) by Seller's insurance; provided the foregoing waiver shall not apply to the extent it invalidates any of Seller's insurance coverage.

14. Representations and Warranties of Buyer. Buyer warrants and represents the following to Seller:

- a. Buyer shall perform Buyer's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement;
- b. Buyer has the full and complete right, power and authority to purchase the Property in accordance with the terms and conditions of this Agreement; and
- c. Buyer is duly organized and validly existing under the laws of the State of Tennessee. All proceedings required to be taken on the part of the Buyer to authorize Buyer to enter into and carry out this Agreement and to purchase the Property have been duly and validly taken in compliance with the operating agreement of Buyer. This Agreement constitutes the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

Each representation and warranty of Buyer contained in this Agreement shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall then be true and accurate in all material respects.

15. Damage and Condemnation. Seller shall notify Buyer promptly upon the occurrence of any damage, destruction, taking or threat of taking affecting the Property. In the event of any damage to or destruction of the Property, or any portion thereof, in excess of an estimated value of Ten Thousand Dollars (\$10,000.00) or in the event of any taking or threat of taking of the Property, or any portion thereof, by exercise of the power of eminent domain, Buyer may elect to: (i) terminate this Agreement by giving notice thereof to Seller, whereupon the Earnest Money shall be promptly refunded to Buyer, this Agreement shall become null and void and the parties shall be relieved of and released from any and all further rights, duties, obligations and liabilities hereunder except as set forth in Section 8. a. or (ii) consummate the purchase of the Property, whereupon at closing Seller shall retain all condemnation awards and other payments in connection with the exercise of the power of eminent domain then received by Seller. Seller shall provide Buyer with all information regarding any such damage, destruction, taking or threat of taking available to Seller and necessary or useful to Buyer in making, on a fully informed basis, the election between such alternatives.

16. Buyer's other Conditions to Closing. The obligation of Buyer to consummate the purchase and sale of the Property on the Closing Date shall be expressly subject to and conditioned upon satisfaction of the following conditions (unless expressly waived in writing by Buyer):

- a. All of Seller's material representations and warranties shall be true and correct as of the Closing Date;
- b. Seller shall have performed all of its obligations under this Agreement;
- c. No condemnation or eminent domain request in existence having an estimated value of \$10,000 or more affecting the Property or access to the Property shall have occurred or be threatened;

- d. There shall not have occurred any event which materially adversely affects the investment value of the Property;
- e. There shall not have occurred any casualty that damages or affects the Property in excess of Ten Thousand Dollars (\$10,000.00);
- f. The title company shall be prepared to issue its final title policy to Buyer pursuant to the Title Commitment, subject only to the Permitted Exceptions and those exceptions approved by Buyer in writing during the Inspection Period and free from the standard exceptions with all endorsements that Buyer shall request in connection with its title and survey review; and

If any of the conditions set forth in this Section 16 have not been satisfied, waived or performed by the expiration of the Closing (or by the end of the Due Diligence period with respect to item h. above, Buyer shall have the right, at Buyer's sole option, either (i) to terminate this Agreement by giving written notice to Seller on or before the expiration of the time period herein provided or (ii) waive such condition and proceed to close the purchase of the Property in accordance with the terms of this Agreement

17. Right to Cure. In the event either party defaults under any provision of this Agreement, the non-defaulting party as a condition precedent to its remedies under this Agreement must give the defaulting party written notice of such default. The defaulting party shall have ten (10) days from receipt of such notice to cure the default. If the default is timely cured, then this Agreement shall continue in full force and effect. If the default is not timely cured, then the non-defaulting party may pursue its remedy of specific performance..

18. Default by Buyer; Seller's Remedies. If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to default or breach on the part of Buyer, Seller, at its election, may terminate this Agreement by written notice to Buyer, whereupon the Earnest Money, and any other deposits, if any, hereunder shall be paid to Seller as full and complete liquidated damages for the default of Buyer as Seller's sole and exclusive remedy, in which event neither party shall have any further rights, obligations, or liabilities under this Agreement except as set forth in Section 8. a.. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THIS SALE DUE TO BUYER'S DEFAULT PRIOR TO CLOSING, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE, THE AMOUNT OF THE EARNEST MONEY IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN THE EVENT OF BUYER'S DEFAULT. BY EXECUTING THIS AGREEMENT, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS, OR HAD THE OPPORTUNITY TO BE, REPRESENTED BY COUNSEL WHO EXPLAINED OR COULD HAVE EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

19. Default by Seller; Buyer's Remedies. If Seller fails to satisfy a condition for Closing which it is obligated to perform or is otherwise in default or breach under this Agreement, and, as a result, the sale contemplated hereby does not close within the time specified herein,

Buyer, at its election, may (i) avail itself of the remedy of specific performance after giving Seller a ten (10) day notice to cure any Default or (ii) terminate this Agreement by written notice to Seller, whereupon, Seller shall have ten (10) days to cure any such Default, but if not so cured, to return to Buyer the Earnest Money and all extension fees as full and complete liquidated damages for such default.

20. Assignment. Buyer may at any time assign or transfer its interest in this Agreement, but only with the written consent of the Seller.

21. Successors and Assigns. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective legal representatives, successors and assigns.

22. Notice. Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or delivered via electronic mail or confirmed facsimile deemed given at the time and date when the transmission was sent, or upon being deposited with a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon delivery if deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below. The time period in which a response must be made, or action taken, by a party receiving such communication shall commence on the date of actual receipt by such party. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be in receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Notices to Buyer shall be sent to:

Franklin Land Associates, L.L.C.  
c/o GBT Realty Corporation  
9010 Overlook Boulevard  
Brentwood, TN 37027  
Attention: J. Evan Gower  
615.370.0670  
Fax # \_\_\_\_\_  
[egower@gbtrealty.com](mailto:egower@gbtrealty.com)



Notices to Seller shall be sent to:

Midwest City Memorial Hospital Authority  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Midwest

Attention: Matt Dukes, (???) Chairman of the  
City Memorial Hospital Authority  
Fax # 405-739-

1208

405.739.1218

23. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state where the Property is located.

24. Time of Essence. Time shall be of essence in the performance of the terms and conditions of this Agreement. In the event any time period specified in this Agreement expires on a Saturday, Sunday or a federal holiday, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday. For purposes of this Agreement, business days shall be Monday through Friday, excluding any recognizable State or Federal holidays.

25. Captions. All captions, headings, section and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular sections and subsections by number refer to the Section or subsection so numbered in this Agreement.

26. Entire Agreement. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property. This Agreement contains the sole and entire understanding between Seller and Buyer with respect to the transactions contemplated by this Agreement, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect unless by a written Agreement executed by or on behalf of the parties to this Agreement in the same manner as this Agreement is executed.

27. Number and Gender. As used in this Agreement, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be applicable to all genders, unless the context would clearly not admit such construction.

28. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the party prevailing in obtaining the relief sought, in addition to all other sums that it may be entitled to recover, shall be entitled to recover from the other party its reasonable attorneys' fees and expenses incurred as a result of a litigation.

29. Exchange. Either Seller or Buyer may request a Section 1031 tax deferred exchange in connection with this transaction. The parties agree to cooperate in effecting the exchange in accordance with Section 1031 of the Internal Revenue Code, including execution of any documents that may be reasonably necessary to effect the exchange; provided, however, that (i) the party requesting the exchange shall bear all additional costs incurred in connection with the exchange; and (ii) the non-requesting party shall not be obligated to delay the closing or to execute

any note, contract or other document providing for any personal liability that would survive the exchange.

30. Counterpart and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Agreement may be transmitted between the parties via electronic mail or facsimile, and signatures transmitted by electronic mail or facsimile shall be deemed originals and shall be binding upon the parties.

31. Acceptance. In order to be binding, an original of this Agreement must be executed by both parties, on or before 5:00 p.m. (CST) on \_\_\_\_\_ 2018, or this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties have executed and sealed this Real Estate Purchase Contract, as of the day and year first above written.

**BUYER:** FRANKLIN LAND ASSOCIATES, L.L.C.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: Chief Manager  
Date: \_\_\_\_\_

**SELLER:** MIDWEST CITY MEMORIAL HOSPITAL  
AUTHORITY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

PARCEL NOS. 14-384-1400, 15-670-1500, 15-140-1005, 15-140-1015, 15-140-1025, 1453-15-140-1035, 1453-15-140-1050, 1453-15-140-1045, 1453-15-140-1060 IN OKLAHOMA CITY,  
OK

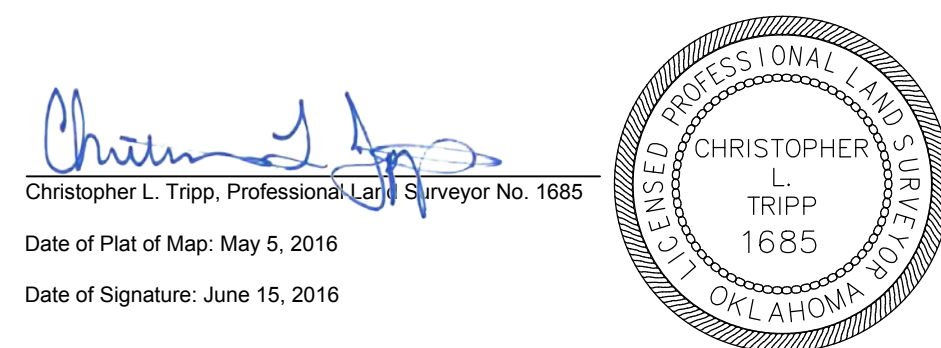
[to be replaced by the legal description from the Title Commitment and/or Survey]

**SURVEYOR'S CERTIFICATE**

To: MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
R2 C2 LLC, an Oklahoma limited liability company  
FIRST AMERICAN TITLE INSURANCE COMPANY  
FIRST AMERICAN TITLE & TRUST COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a)(1)-(c), 8, 9, 10, 11, 13, 15, and 17 of Table A thereof.

The field work was completed on April 26, 2016.



Christopher L. Tripp, Professional Land Surveyor No. 1685

Date of Plat of Map: May 5, 2016

Date of Signature: June 15, 2016

**GENERAL SURVEY NOTES:**

- This plat or map and the survey on which it is based were made in accordance with the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.
- The property described hereon is the same as the property described by First American Title Insurance Company in Commitment No. 2134594-OK11 with an effective date of May 11, 2016 and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
- Said described property is located within an area having a Zone Designation "X" (Unshaded) (Non Special Flood Hazard Areas) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 4010502040H, with a date of identification of December 18, 2009, for Community No. 400405, in the Oklahoma County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
- The Property has direct access to S.E. 29th Street, a dedicated public street or highway.
- The total number of striped parking spaces on the subject property is 0.
- There is no observed evidence of current earth moving work, building construction or building additions.
- There are no proposed changes in street right of way lines, according to the best of my knowledge.
- There is no observed evidence of recent street or sidewalk construction or repairs.
- There is no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
- The Oklahoma State Plane Coordinate System (South Zone) using the bearing of South 89°34'58" West as the north line of the Northeast Quarter of Section 14, Township 11 North, Range 2 West of the Indian Meridian and as described in WARRANTY DEED recorded in Book 11916, Page 910 was used as the basis of bearing for this survey. The recorded plat does not show bearings or angular relationships of the lines thereon. The bearings hereon reflect the angular relationship of the lines based on field measured angles and their relationship to the grid bearing described above.

**RECORD DESCRIPTION:**

A tract of land being a part of Lot One (1) and all of Lots Nineteen (19) through Twenty-three (23), both inclusive, in Block One (1), all of Lots One (1) through Seven (7), both inclusive, in Block Two (2), and that part of Morgan Place adjoining the aforesaid Lots, DOUGLAS HEIGHTS ADDITION, Oklahoma County, Oklahoma recorded in Book 26 of Plats, Page 77, now vacated in ORDER by the District Court of Oklahoma County as Case No. CJ-98-4164-65 and recorded in Book 11916, Page 910, also lying in the Northeast Quarter (NE4) of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian and being more particularly described as follows:

COMMENCING at northeast corner of the Northeast Quarter (NE4) of Section 14, Township 11 North, Range 2 West of the Indian Meridian;

THENCE South 89°34'58" West, along the north line of said NE4, a distance of 411.75 feet;

THENCE South 00°11'53" East a distance of 60.00 feet to a point on the South right-of-way line of S.E. 29th Street and a point on the North line of said vacated Lot 1, Block 1 and the POINT OF BEGINNING;

THENCE continuing South 00°11'53" East, parallel with the East line of said Lot 1, a distance of 217.00 feet to a point on the South line of said Lot 1, said point also being on the North line of said vacated Lot 23;

THENCE North 89°34'58" East, along the North line of said vacated Lot 23, a distance of 158.00 feet to the Northeast corner of said vacated Lot 23;

THENCE South 00°11'53" East, along the East line of said vacated Lots 23, 22, 21, 20 and 19, a distance of 385.00 feet to the Southeast corner of said vacated Lot 19;

THENCE South 89°34'58" West, along the South line of said vacated Lot 19, a distance of 218.75 feet to a point on the centerline of vacated Morgan Place;

THENCE South 00°11'53" East, along the centerline of vacated Morgan Place, a distance of 65.00 feet to a point on the South line of Lot 7, Block 2, as extended;

THENCE South 89°34'58" West, along the extended South line of said vacated Lot 7, a distance of 185.00 feet to the Southwest corner of said vacated Lot 7;

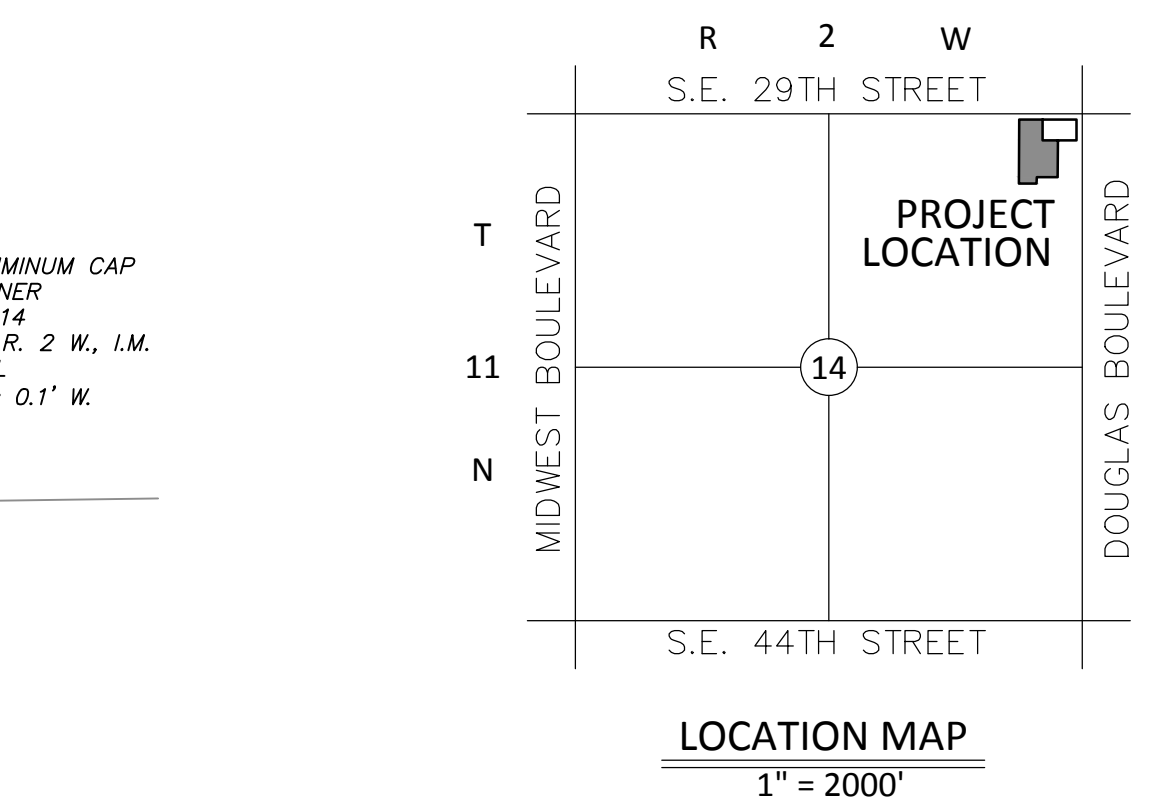
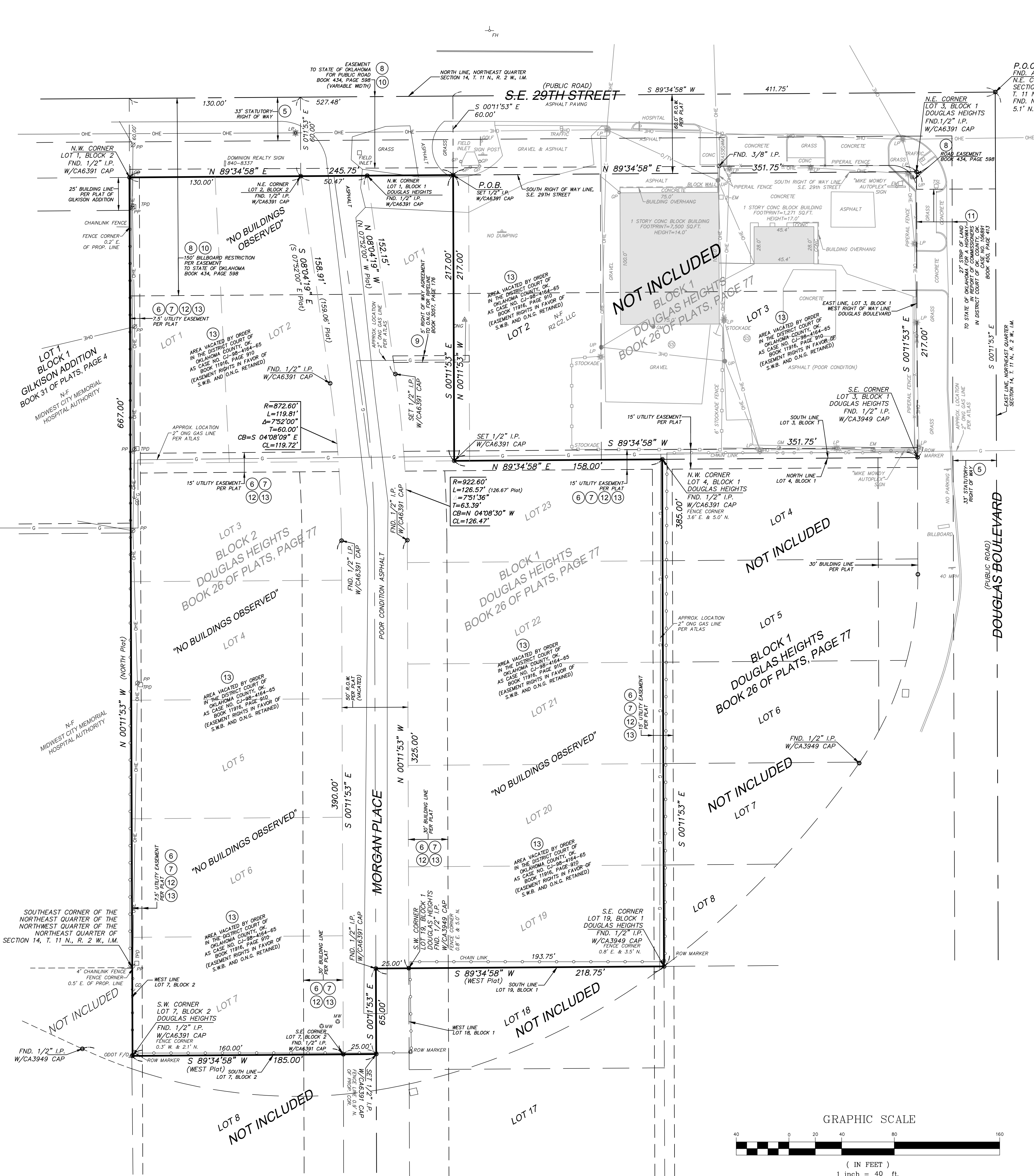
THENCE North 00°11'53" West, along the West line of vacated Lots 7, 6, 5, 4, 3, and 1, Block 2, a distance of 687.00 feet to the Northwest corner of said vacated Lot 1 and a point on the South right-of-way line of S.E. 29th Street;

THENCE North 89°34'58" East, along said South right-of-way line and the North line of vacated Lots 1 and 2, Block 2, a distance of 245.75 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 220,783 square feet or 5.0685 acres, more or less.

**TITLE COMMITMENT EXCEPTION NOTES:**

- Statutory roadway right of way 33 feet (2 rods) in width created pursuant to Federal Statute Title 43 ss 1095 does not affect subject property and is shown hereon for reference purposes only.
- Property is subject to the covenants, conditions, and restrictions as shown on the plat of DOUGLAS HEIGHTS ADDITION recorded in Book 26 of Plats, Page 77. Building lines and easements as described therein that affect subject property are shown hereon.
- Easements and building lines as shown on the plat of DOUGLAS HEIGHTS ADDITION recorded in Book 26 of Plats, Page 77 that affect subject property are shown hereon.
- EASEMENT in favor of the State of Oklahoma, for a highway, recorded in Book 434, Page 598 does not affect subject property. Said easement also prohibits the construction of any signs, billboards or other advertising devices within 150 feet of the centerline of the highway that affects subject property and is shown hereon.
- RIGHT OF WAY AGREEMENT in favor of the Oklahoma Natural Gas Company, for a gas line, recorded in Book 3057, Page 176; as assigned in ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS recorded in Book 12813, Page 1408 affects subject property and is shown hereon.
- See Title Commitment Exception Note No. 8.
- REPORT OF COMMISSIONERS in the District Court of Oklahoma County, Oklahoma as Case No. 108891 recorded in Book 450, Page 413 does not affect subject property and is shown hereon for reference purposes only.
- See Title Commitment Exception Note No. 7.
- ORDER in the District Court of Oklahoma County, Oklahoma as Case No. CJ-98-4164-65 recorded in Book 11916, Page 910 vacating a portion of the plat of DOUGLAS HEIGHTS ADDITION and reserving easements to Oklahoma Natural Gas Company and Southwestern Bell Telephone Company for utilities affects subject property and is shown hereon.



**LEGEND**

ALPHA	ALPHA	MB	MAIL BOX
AS	AUTO SPRINKLER	PI	POWER POLE
AC	AIR CONDITIONER	LP	LIGHT POLE
EP	ELEC. PED.	UP	UTILITY POLE
EM	ELEC. METER	GP	GUARD POST
GM	GAS METER	GM	GAS METER
TP	TELE. PED.	WM	WATER METER
TP	CABLE PED.	WM	WATER METER PIT
CO	CLEAN OUT	WH	WATER METER
FD	FIRE DETECTOR	FW	FIRE VALVE
DS	DRAIN SPOUT	WV	WATER VALVE
EM	ELEC. MARKER	GV	GAS VALVE
F/O	FIBER OPTIC MARKER	PL	PULL BOX
GM	GAS MARKER	TCB	TRAFFIC CONTROL BOX
MR	UTILITY MARKER	TS	TRAFFIC SIGNAL LIGHT
PM	PERCH/DECK HEIGHT	FM	FINISHED FLOOR ELEVATION
TM	TELE. MARKER	FF	FINISHED FLOOR ELEVATION
MW	MONITORING WELL	SCV	SPRINKLER VALVE
GM	GAS TRAP	YD	YARD LIGHT
SS	SANITARY SEWER	YH	YARD HYDRANT
SW	STORM WATER	SG	STORM GRATE
LH	LAMP HOLE	HC	HANDICAPPED SIGN
TE	TELEPHONE	SI	SIGN
TV	CABLE TV	BE	BENCHMARK ELEVATION
E	ELECTRIC	T	TREE
W	WATER	HS	HANDICAPPED SPACE

**UTILITY STATEMENT**

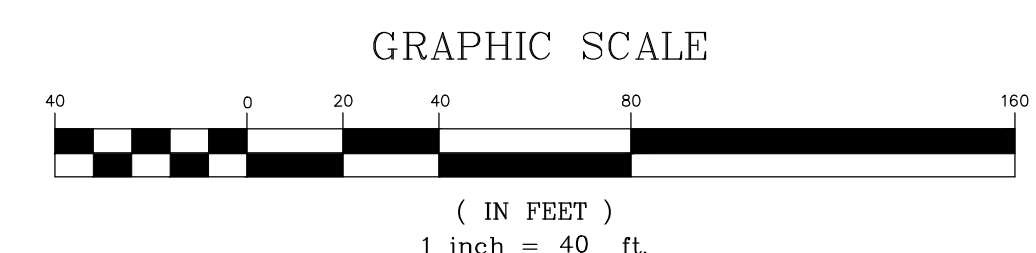
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

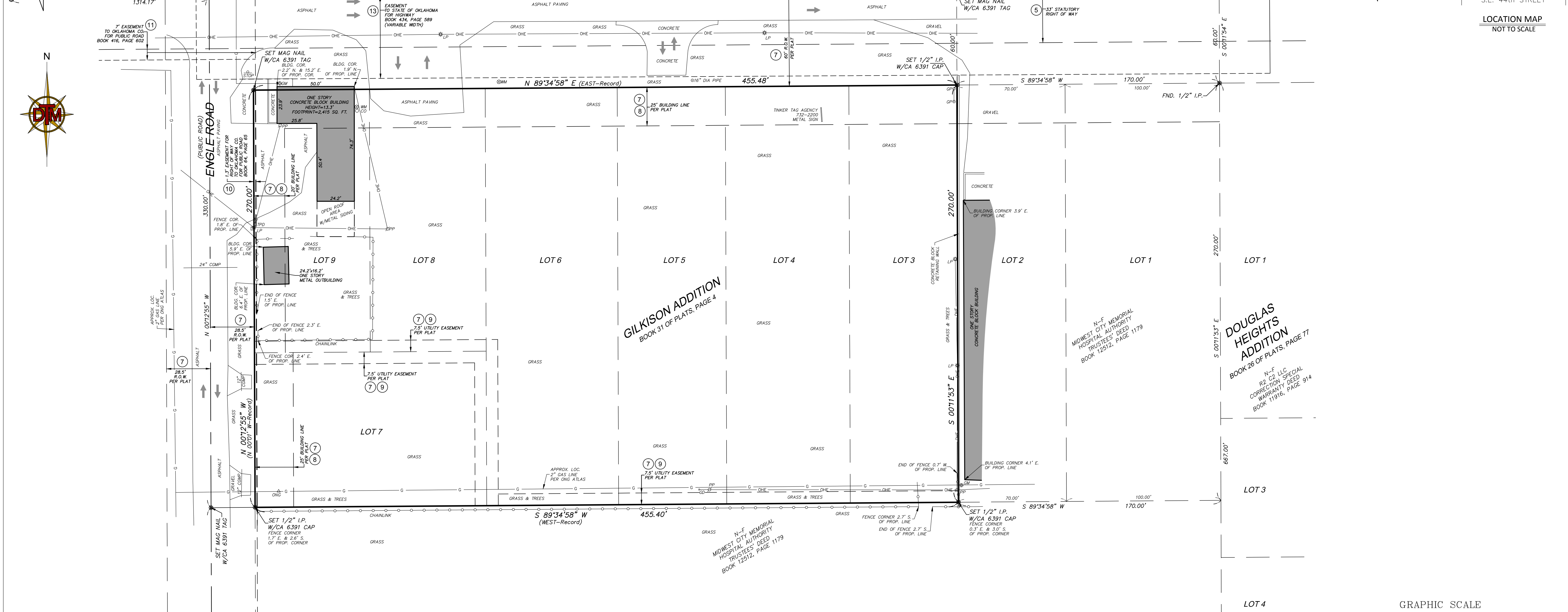
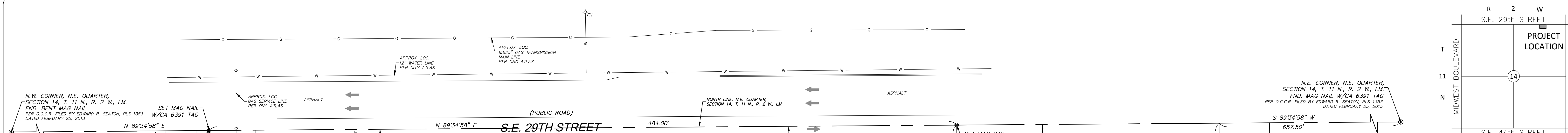
NO.	DATE	REVISIONS DESCRIPTION	BY

Project Number: 11,786  
Scale: 1"=40'

**ALTA/NSPS LAND TITLE SURVEY**  
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
S.E. 29TH STREET AND DOUGLAS BOULEVARD  
MIDWEST CITY, OKLAHOMA COUNTY  
STATE OF OKLAHOMA

**DODSON - THOMPSON - MANSFIELD, PLLC**  
20 NE 38th Street Phone: 405-601-7402 email: randym@dtm-oc.com  
Oklahoma City, OK 73105 Fax: 405-601-7421  
Surveying - Engineering - Planning  
CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2016





**LEGEND**

ALPHA □ ALPHA	PP □ POWER POLE
AS □ AUTO SPRINKLER	LP □ LIGHT POLE
AC □ AIR CONDITIONER	UP □ UTILITY POLE
EPD □ ELEC. PED.	GD □ GUY ANCHOR
EM □ ELEC. METER	GP □ GUARD POST
ET □ ELEC. TRANS.	GM □ GAS METER
TPD □ TELE. PED.	WM □ WATER METER
TPD □ CABLE PED.	WMP □ WATER METER PIT
AD □ AREA DRAIN	VP □ VENT PIPE
CO □ CLEAN OUT	PH □ FIRE HYDRANT
FD □ FIRE DETECTOR	FV □ FIRE VALVE
DS □ DOWN SPOUT	WM □ WATER VALVE
FP □ FLAG POLE	GV □ GAS VALVE
EMK □ ELEC. MARKER	PUBD □ PULL BOX
F/O □ FIBER OPTIC MARKER	TCS □ TRAFFIC CONTROL BOX
GM □ GAS MARKER	TCS □ TRAFFIC SIGNAL LIGHT
UM □ UTILITY MARKER	SCV □ SPRINKLER VALVE
PMK □ PIPELINE MARKER	YH □ YARD HYDRANT
TMK □ CABLE MARKER	YH □ YARD HYDRANT
TUG □ TELE. MARKER	YH □ YARD HYDRANT
MM □ MONITORING WELL	YH □ YARD HYDRANT
MB □ MAILBOX	VP □ VENT PIPE
GT □ GREASE TRAP	HS □ HANDICAPPED SIGN
SS □ SANITARY SEWER	HS □ HANDICAPPED SIGN
SW □ STORM WATER	SI □ SIGN
LM □ LAMP HOLE	BE □ BENCHMARK ELEVATION
TE □ TELEPHONE	TR □ TREE
CT □ CABLE TV	BU □ BUSH
EL □ ELECTRIC	CS □ HANDICAPPED SPACE
W □ WATER	

**SURVEYOR'S CERTIFICATE**

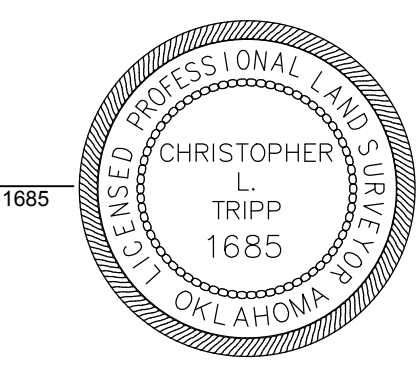
To: MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
 NEWY FAMILY PARTNERS, an Oklahoma general partnership  
 FIRST AMERICAN TITLE INSURANCE COMPANY  
 FIRST AMERICAN TITLE & TRUST COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, (7)(a)(1)(c), 8, 9, 10, 11, 13, 16, and 17 of Table A thereof.

The field work was completed on April 25, 2016

*Christopher L. Tripp*  
 Christopher L. Tripp, Professional Land Surveyor No. 1685

Date of Plat of Map: May 3, 2016  
 Date of Signature: June 16, 2016



**GENERAL SURVEY NOTES:**

- This plat or map and the survey on which it is based were made in accordance with the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.
- The property described herein is the same as the property described by First American Title Insurance Company in Commitment No. 2134744-OK11 with an effective date of May 13, 2016 and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
- Said described property is located within an area having a Zone Designation "X" (Unshaded) (Non Special Flood Hazard Areas) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No.'s 4010903203H and 4010903204H, both with a date of identification of December 18, 2009, for Community No. 400405, in Oklahoma County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
- The Property has direct access to S.E. 29th Street, and Engle Road, both being dedicated public streets.
- The total number of striped parking spaces on the subject property is 0.
- There is no observed evidence of current earth moving work, building construction or building additions.
- There are no proposed changes in street right of way lines, according to the best of my knowledge.
- There is no observed evidence of recent street or sidewalk construction or repairs.
- There is no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
- The Oklahoma State Plane Coordinate System (South Zone) using the bearing of South 89°34'58" West as the north line of the Northeast Quarter of Section 14, Township 11 North, Range 2 West of the Indian Meridian was used as the basis of bearing for this survey.

**RECORD DESCRIPTION:**

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9), in GILKISON ADDITION, to Oklahoma County, Oklahoma, according to the recorded plat thereof.

Said described tract of land contains a gross area of 122,968 square feet or 2.8230 acres and a net area (less street rights of way) of 122,617 square feet or 2.8149 acres, more or less.

**TITLE COMMITMENT EXCEPTION NOTES:**

- Statutory roadway right of way 33 feet (2 rods) in width created pursuant to Federal Statute Title 43 ss 1095 does not affect subject property and is shown hereon for reference purposes only.
- Property is subject to the plat of GILKISON ADDITION recorded in Book 31 of Plats, Page 4. Restrictions contained therein are not plottable.
- Items affecting subject lots as shown on the plat of GILKISON ADDITION recorded in Book 31 of Plats, Page 4 that affect subject property are shown hereon.
- Building lines as shown on the plat of GILKISON ADDITION recorded in Book 31 of Plats, Page 4 that affect subject property are shown hereon.
- Easements as shown on the plat of GILKISON ADDITION recorded in Book 31 of Plats, Page 4 that affect subject property are shown hereon.
- EASEMENT FOR RIGHT OF WAY in favor of Oklahoma County, for a public road, recorded in Book 64, Page 66 affects subject property and is shown hereon.
- EASEMENT in favor of Oklahoma County, for a public road, recorded in Book 416, Page 602 does not affect subject property and is shown hereon for reference purposes only.
- RIGHT OF WAY AGREEMENT in favor of Magnolia Pipe Line Company, for a pipeline, recorded in Book 105, Page 54 is a blanket easement that affects subject property inasmuch as subject property lies within the lands described therein. (Not Plottable)
- EASEMENT in favor of the State of Oklahoma, for a highway, recorded in Book 434, Page 589 does not affect subject property and is shown hereon for reference purposes only.

**UTILITY STATEMENT**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

**GRAPHIC SCALE**

30 0 15 30 60 90 120  
 ( IN FEET )  
 1 inch = 30 ft.

REVISIONS		NO.	DATE	DESCRIPTION	BY

Field Book.....2016  
 Party Chief.....J.M.  
 Drawn By.....T.A.  
 Checked By.....R.M.

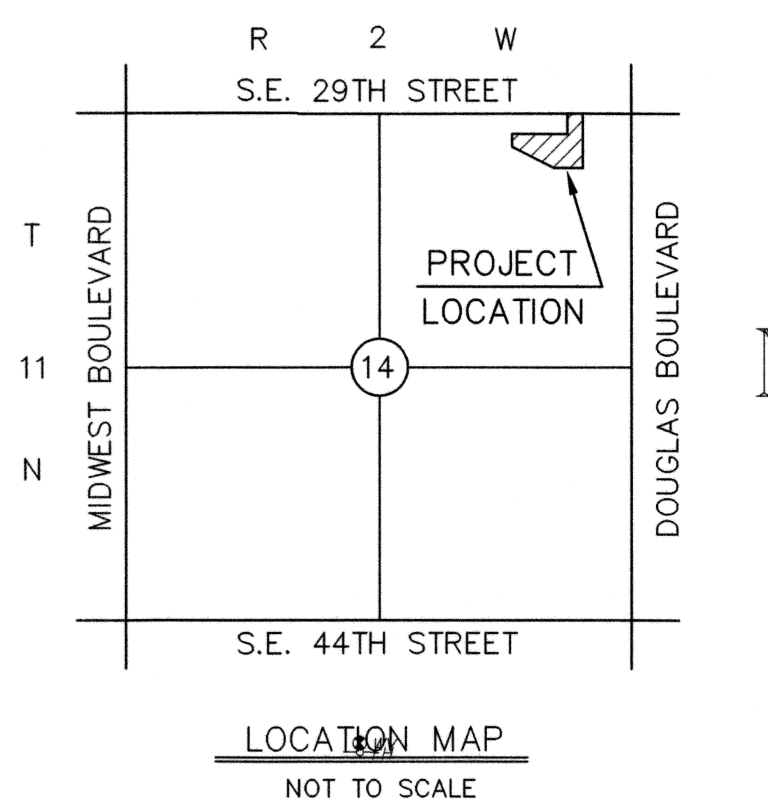
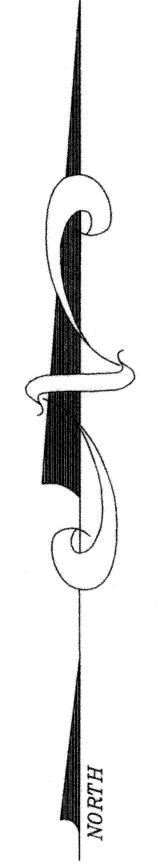
Project Number  
**11,785**  
 Scale  
**1"=30'**

**ALTA/NSPS LAND TITLE SURVEY**  
**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**  
 8800-8820 S.E. 29TH STREET & 2916 ENGLE ROAD  
 MIDWEST CITY, OKLAHOMA COUNTY  
 STATE OF OKLAHOMA

**DODSON - THOMPSON - MANSFIELD, PLLC**  
 20 NE 38th Street Phone: 405-601-7402 email: randym@dtm-ok.com  
 Oklahoma City, OK 73105 Fax: 405-601-7421

Surveying - Engineering - Earthwork  
 CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2018

Sheet: 1 of 1



**SURVEYOR'S CERTIFICATE**

To: JAMES P. KELLEY, FOREST HULL, OREVIN W. HULL, CHARLA RAE TUBB, ANN MARIE SPEARS, SARAH YEVONNE GEARY, MARGE SUE ANDERSON, AND MYRA JANE REESER, FIRST AMERICAN TITLE INSURANCE COMPANY, FIRST AMERICAN TITLE & TRUST COMPANY. This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys...

Darin L. Rabourn, Professional Land Surveyor No. 1637. Date of Plat or Map: February 19, 2014. Date of Signature: 3/20/2014.



**GENERAL SURVEY NOTES:**

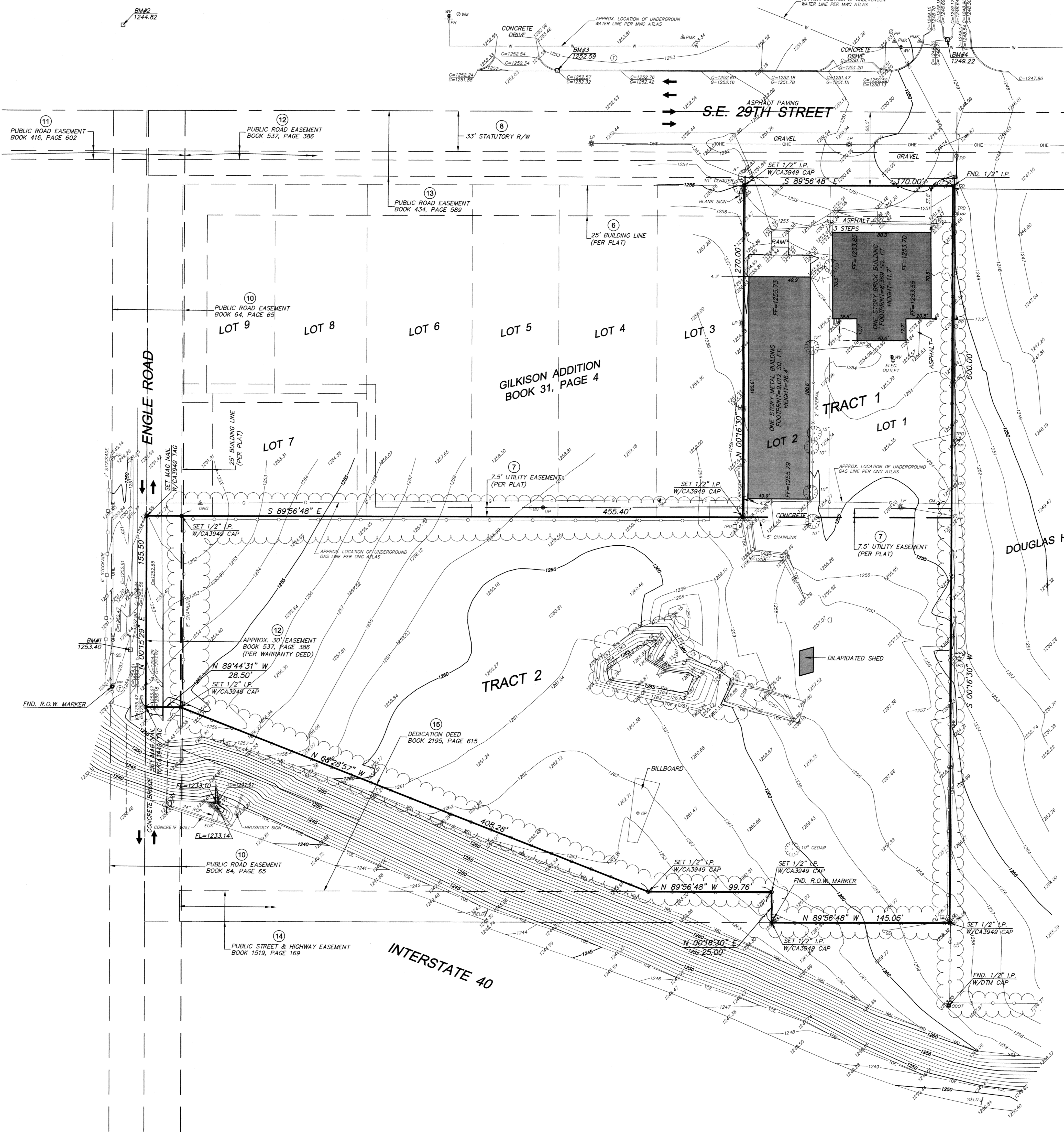
- 1. This plat or map and the survey on which it is based were made in accordance with the Oklahoma Minimum Standards for the Practice of Land Surveying...
2. The property described hereon is the same as the property described in First American Title Insurance Company Commitment No. 1881428-0K11...
3. Said described property is located within an area having a Zone Designation "X" Unshaded (Non Special Flood Hazard Area) by the Federal Emergency Management Agency (FEMA)...

**LEGAL DESCRIPTION:**

TRACT 1: Lots One (1) and Two (2), of GILKISON ADDITION, in Oklahoma County, Oklahoma, according to the recorded plat thereof. AND TRACT 2: The South Half (S/2) of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, EXCEPT a strip of land described as follows:

**TITLE COMMITMENT EXCEPTION NOTES:**

- 5. Property is subject to all items affecting subject Lot as shown on the plat of GILKISON ADDITION recorded in Book 31 of Plats, Page 4.
6. 25 FOOT BUILDING LINE as shown on the plat of GILKISON ADDITION, recorded in Book 31 of Plats, Page 4 affects subject property and is shown hereon.
7. 7.5 FOOT UTILITY EASEMENT as shown on the plat of GILKISON ADDITION, recorded in Book 31 of Plats, Page 4 affects subject property and is shown hereon.

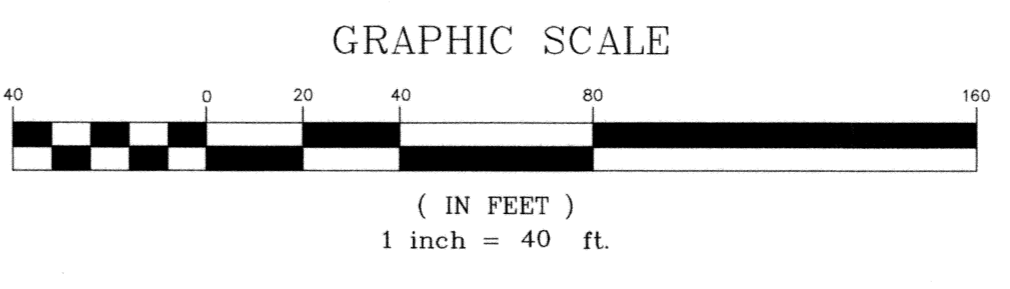


ZONING DATA table with columns for District, Minimum Yard Requirements (Front, Side, Rear), Maximum Height, and Bulk Requirements.

- BM #1 CUT X 1/2" ON W. SIDE OF ENGLE ROAD 25' ± NORTH OF 15' ± EAST OF STOCKADE FENCE. ELEV=1253.40
BM #2 CUT X 1/2" ON N. SIDE OF S.E. 29TH E. OF VELVET BIRD ON ATM PAD 10' ± E. OF POWER POLE. ELEV=1244.82
BM #3 CUT X 1/2" ON N. SIDE OF 29TH E. OF VELVET BIRD 25' ± S. OF POWER POLE. ELEV=1252.59
BM #4 CUT X 1/2" ON N. SIDE OF 29TH ON NOSE OF ISLAND ON GLOBAL PARKWAY 20' ± E. OF STOP SIGN. ELEV=1249.22

LEGEND table listing symbols for various features like utility lines, easements, and structures.

UTILITY STATEMENT: THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA...



Project Number 114,300. Scale 1"=40'.

ALTA/ACSM LAND TITLE SURVEY - DesignReady/SURVEY. JAMES P. KELLEY, S.E. 29TH AND DOUGLAS BOULEVARD, MIDWEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA.

SMITH ROBERTS BALDSCHEWILER, LLC logo and contact information.



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## MEMORANDUM

To: Honorable Chairman and Trustees

From: Sara Hancock, Secretary

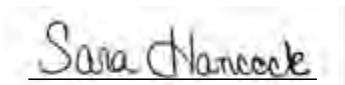
Date: July 10, 2018

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

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Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

  
Sara Hancock, Secretary



**ECONOMIC DEVELOPMENT  
COMMISSION**

**Meeting rescheduled  
to July 24, 2018**

