



SPECIAL MEETING AGENDA FOR THE CITY COUNCIL

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

June 26, 2018 – 5:00 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEM.
 - 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. (City Manager - T. Lyon)
- C. ADJOURNMENT.



Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: June 26, 2018

RE: 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.

OMAG believes the best run cities and towns have fewer claims and the claims they incur cost less money to resolve. The OMAG Recognition Program seeks to strengthen municipal governance and reduce claims through education and self-assessment. The City of Midwest City purchased property insurance and auto liability from OMAG beginning this current fiscal year. As a result, our city is eligible for a \$10,000 recognition award after completing the following requirements:

- Each member of the Midwest City Council to participate in an OMAG governing body training program (table of contents of the training is attached).
- The City Council adopts a governing body best practice handbook (our current handbook will need to be updated).
- Each member of the Midwest City Council completes the OMAG Stability Test and self-audits its performance.
- The City Council must review the attached Declarations and Explanation of Coverage page for our liability police with OMAG.

Training video and testing materials will be supplied to Council Members at the time of the meeting.

If you have any questions about this program, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (4)

GOVERNANCE GUIDE 2018

Mayor and City Council



Midwest City, Oklahoma
June 2018



Lyle Sumek Associates, Inc.

Table of Contents

Agenda	Governance Workshop: Mayor and City Council	1
Section 1	City Government Council – Manager Form: Working Model	3
Section 2	Governance: The Responsibility of Mayor and City Council	18
Section 3	Building Our Mayor – City Council Team: Understanding Our Team Style	49
Section 4	Mayor and City Council: Framework for Effectiveness	66
Section 5	Council Protocols: Daily Operating Guidelines	72
Section 6	Strategic Planning for Midwest City: Governing with Direction	78

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Governance Workshop Mayor and City Council Midwest City, Oklahoma

April 2014

AGENDA

1. Council – Manager Form: Working Model

- A. Basic Assumptions/Underlying Principles
- B. City: Working Model
- C. Teamwork: Keys to Success

2. Governance: The Responsibility of Mayor and City Council

- Key Elements/Responsibilities
- Challenges to Effective Governance
- Leadership through Governance

3. Building Our Mayor – City Council Team: Understanding Our Team Styles

- Problem Solving and Decision Making
- Conflict Management and Negotiations
- Keys to Our Team Effectiveness

4. Mayor and City Council: Framework for Effectiveness

- Mayor - City Success Means...
- Community: Desired Image of Mayor – Council
- House Rules: Code of Conduct

5. Council Protocols: Operating Guidelines for Daily Activities

- Discussion: Expectations and Description
- Finalization: Guidelines
- Personal Commitment

6. Roles, Responsibilities and Actions

- Mayor
- Council Members
- City Manager

7. Strategic Planning for Midwest City: Governing with Direction

- Model: Key Elements
- Connecting the “Dots”
- Initial Ideas for Midwest City
- Institutionalizing a Process

8. Wrap Up: Going Forward

SECTION 1

CITY GOVERNMENT COUNCIL – MANAGER FORM: WORKING MODEL

A

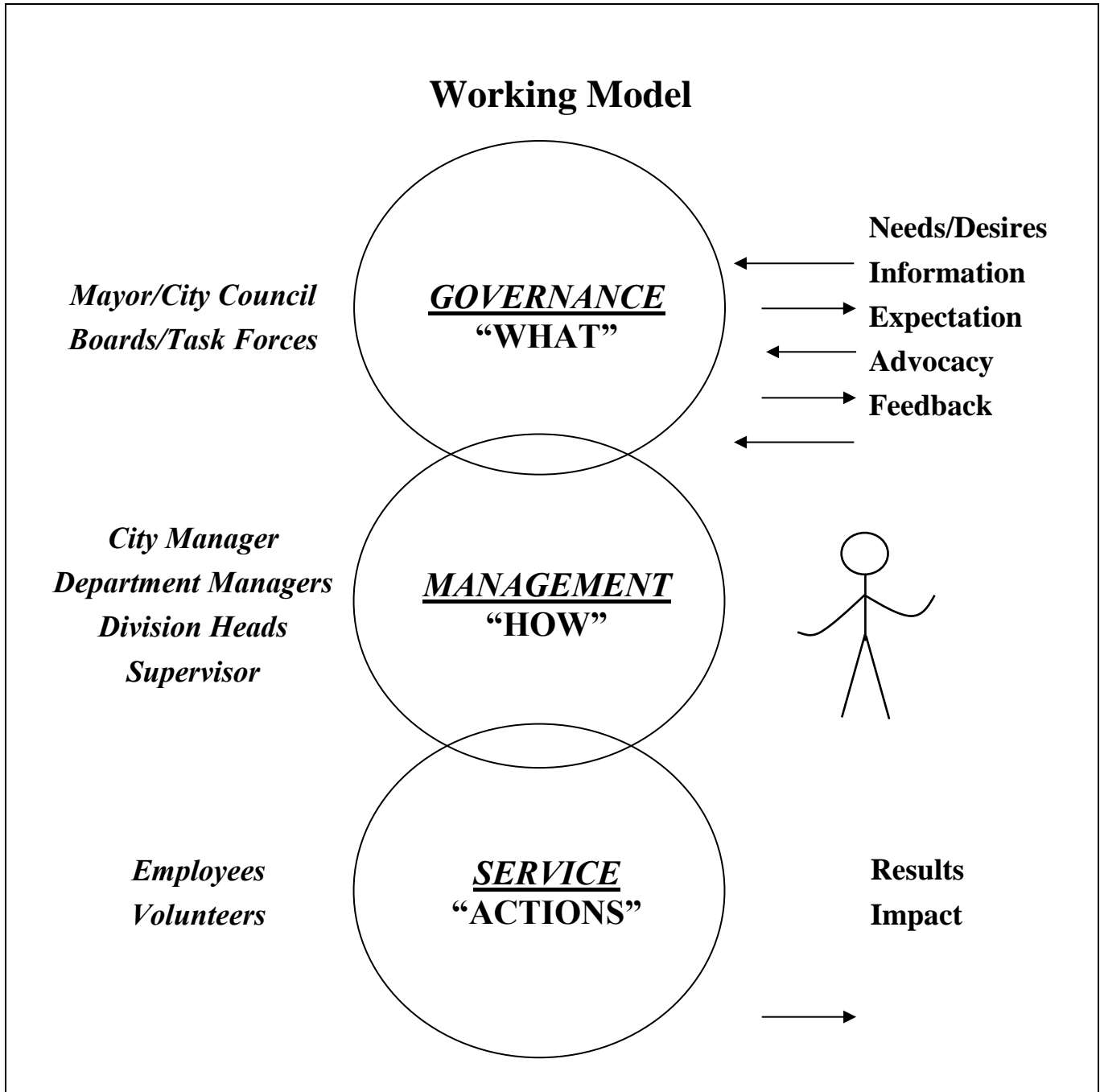
Council – Manager Form: Basic Assumption/Underlying Principles

BASIC PREMISES

- * **Power in the Council: Board of Directors**
- * **Professional Management and Service Delivery**
- * **City Manager as the Chief Executive Officer**
- * **Focus on Community as a Whole**
- * **Council Responsible for Policy**
- * **Minimize Personal Political Influence**
- * **Citizens Involved in Governance**
- * **Nonpartisan**
- * **Competency and Merit**

B

City: Working Model



The City

GOVERNANCE means . . .

- Listening to the citizens
- Anticipating and focusing issues
- Determining vision and values
- Decision making on direction and resources
- Setting the “tone” for the city
- Monitoring staff performance
- Educating the citizenry
- Mobilizing support in the community

MANAGEMENT means . . .

- Analyzing issues
- Developing professional recommendation
- Decision making on programs and resources
- Setting the “tone” for the organization
- Developing programs and systems
- Determine implementation plans and strategies
- Educating and developing employees
- Evaluating and adjusting performance

SERVICE DELIVERY means . . .

- Developing operational plans and tactics
- Organizing the work unit
- Implementing decisions and programs
- Responding to citizen problems
- Maintaining equipment and facilities
- Providing quality services and products
- Developing work units and employees
- Evaluating services and citizen impact

B

Teamwork: Keys to Success

Effective TEAMS Are:

Goals

“Unifying Purpose and Goals”

- Goals – Outcomes
- Work Programs – Game Plan
- Strategy – Action Steps

Roles

“Individual Contribution”

- Valuing Individuality
- Responsibilities Defined
- Practicing Teamwork

Execute

“Produce Results through Actions”

- Analyze —————→ Decide
- Act —————→ Impact
- Evaluate —————→ Adjust

Attitude

“Willingness to Work Together”

- Respect for Each Other
- Cooperation and Openness
- Celebrating Success: Momentum

Trust

“Commitments Becomes Reality”

- Learning from Setbacks
- Guidelines
- Support Each Other

Winning Teams



Winners Versus True Champions *Comparison*

Winners	Champions
Keep the Focus	Refine Goals
Share Responsibility as Leaders	Look For and Develop Leaders
Use a Game Plan	Prepare for New Challenges
Build Teams	Develop Teams
Listen to Citizens	Reach Out to Citizens
Have Agendas	Take on a New Project
Celebrate Successes	Market Success

Today many cities can be characterized as “Winners.” Few cities can be characterized as “True Champions.” This true model provides insights distinguishing “Winners” from “Champions” and laying a foundation for championship action. The message to Mayors and Councils is to look at: Are we a winning team? What do we need to do to become a champion team? The responsibility is yours as city leaders.

The Champion

Now let's turn to the "True Champion."

The "champion" not only wins for the season, it also wins over time. Champions do not rest on their laurels but accept their victory as a foundation for building a better future. The champion sees a winning season as an opportunity to work harder for our next season in order to sustain excellence over time. "True Champions" have the following seven characteristics.

1. Refine Goals

Champions take the goals from their winning season and refine them for the future. It means evaluating their benchmarks of success and refocusing on new opportunities for the future. For city government, Mayors and Councils define more specific goals that have more focus of purpose. The benchmarks are monitored to evaluate the impact of the actions in achieving the defined goals. With an eye on the horizon, opportunities are anticipated. Champions are always looking at ways of refining their goals.

2. Look for and Develop Future Leaders

Champions are always looking for fellow champions in their community. These are individuals who have the potential for effective contribution and leadership within the city. On championship teams, the leaders look for future leaders. They identify these individuals and encourage them to participate in the process. They serve as a coach and mentor, expanding their knowledge and developing specific skills of leadership. Champions do not see future leaders as a threat, but partners in expanding the city's resources and accomplishments. Champions are always looking for future champions.

3. Prepared for Next Challenge

Championship teams refine the process and continue to have an eye on the horizon. They avoid worrying that 'what ifs' may happen. They focus on what they have an ability to control or influence. Champions continue to give. They spend less time worrying about their setbacks and more on improving the process for the future. In cities, it means that Mayors and City Councils look to their process – how they govern the city; how they relate to the city staff. Champions believe that if the processes are in place, the next challenge can quickly become an opportunity.

4. Develop Teams

Champions continue to learn and to grow. Champions see the importance of taking time for meaningful evaluation. They seek feedback on their performance and listen to others' perspectives. They recognize that championship teams who are not developing, die. When that happens, the team gets in a defensive posture focusing on surviving as a team rather than developing for the future. On championship teams, individuals grow and provide new contributions to the team based upon their own personal growth. A "champion" recognizes that individual growth will enhance team effectiveness for the future and continue pursuit of learning.

In cities, Mayors and City Councils look to developing their team and the city team that they lead. Champions avoid stereotyping individuals on their contributions to the team effort.

5. Reach Out to Citizens

Champions recognize the need to continually go back to their roots – what has made them successful. Champions keep going back to the basics. They avoid the sense of arrogance and complacency by reaching out to their fans. For Mayors and Councils, it means reaching out to the community. They can identify a new group to go visit – a new part of the community to talk to, to look at, to get out of their cars and to walk and to look. Communities are dynamic and championship communities recognize the dynamic nature and respond accordingly. Champions recognize that you may not agree with the other person’s perspective, but for them the perspective is real. A champion builds new fans who can be partners in future success. Therefore, if we are going to continue to be champions we must have an ability to address their perceptions. Champions reach out beyond the political supporter and 'safe' group to their emerging communities.

6. Search for a New Project

Champions always need a new project. New projects bring on a sense of opportunity and a sense of excitement. It is an opportunity to recharge the batteries and renew the team spirit. A new project is one that provides a new challenge for the championship team as a whole and the individual members of the team. In cities, it is a challenge for Mayors and City Councils to find a visible project that can have a timely impact on the community. On a championship team, everyone supports the new project. A word of caution: the new project should not take away from the completion of the old agenda.

7. Market Successes

Championship teams share their successes with their fans. They recognize that “fans” are partners in the success. Championship cities share their successes with their partners who have helped them to achieve their goals, with the interest groups that support the city government, and the citizens to whom there is a sense of stewardship. Mayors and City Councils have been entrusted with significant responsibilities with public resources. The marketing of the success and letting citizens and partners know of the accomplishments will lead stakeholders to feel that they have gotten their money’s worth and that the effort of the city was worthwhile. In today's world, the media coverage of government is predominately ‘negative.’ The failure of government, the imperfection of politicians. Even champions lose games, but they do not let them detract from future success. The importance for marketing is paramount to successful championship cities. Marketing is sharing the good news, helping individuals understand the direction and accomplishments, and mobilizing the support for the team. Success builds a momentum for future “championships.”

Champions continually work to be champions. They do not rest on their laurels, but seek ways of enhancing their performance. Champions get better over time.

Pitfalls for Winners

Arrogance – Feeling that We are Better than Others

Attitude of Complacency

Assuming Goals and Focus

Taking Relationships for Granted

On Top of Big Issues

Worrying about the Crisis

Wrap Up Mentality

Personal Prominence

Pitfalls for Winners Sowing the Seeds of Failure

After a team wins the Super Bowl, the World Series, the NBA Championship, there is always the potential to get wrapped up in the “winning season.” The winning season then provides significant challenges for leaders who want to be champions.

The pitfalls for “winners” are:

- **Arrogance – A Feeling that We Are Better than Others**
In applying the concept of arrogance to cities, it means that Mayors and City Council lose their feeling for the true, total community. The focus becomes special interest groups that have shared in the success and who have a comfortable relationship with Council. They are predictable and supportive. Input becomes selective, relying on these few, rather than reaching out to others in the communities. The Council gets a feeling that “we know what is best” and begins to view citizen input through a “tinted lens.” Sometimes they retrench into their political shells. The assumption is the citizens will recognize our winning efforts for the community.
- **Attitude on Complacency**
The feeling “we are fine, we are now here” challenges winners. However, as you take the words “now here,” it can easily become “no where.” In cities, complacency occurs when the Council assumes the winning efforts will continue with minimal effort. Less time is spent on issues; less time is spent on process – how we govern our cities. It is assumed that certain issues will be handled in a quick and timely manner. Council members become impatient and minimize critical feedback. Councils worry more about getting out of the meeting in a quick and deliberate manner, rather than whether the issue has been thoroughly discussed and analyzed.
- **Assuming Goals and Focus**
Winners have goals. Winners accomplish goals. Winners get distracted from their goals. They may see no need for a goal-setting workshop and cancel it. The challenge for Mayors and City Councils is to continually review and refine their goals from year to year. This becomes the focus of their energies – focusing on what is more important for the community. As events occur and times change, there is always a need in the city to refine the goals and redirect energies. This keeps the focus on the future rather than becoming consumed with today.
- **Taking Relationships for Granted**
Winners succeed because of the willingness to work together to get and sustain major votes. The working together is based upon the development of positive work relationships over time. It is an understanding and appreciation of individual contributions. It is an understanding of what roles each member plays. It is an understanding of how others will behave and react in different situations. However, as in any relationship, we assume that it will continue with minimal work on our parts. In marriages, this assumption many times leads to divorce. With Mayors and

Councils, it leads to a break down in the governance process and the election at the polls. Winners become challenged by focusing on petty irritants in the relationship. Teamwork gradually begins to disappear. As a result, over time, winners can find a relationship on a dysfunctional slide, which results in increased interpersonal conflict and tension.

- **On Top of Big Issues**

Winner's success comes from getting on top of big issues. In cities, winning Mayors and City Councils have defined future goals and developed an action plan to accomplish those goals. For winners the feeling of success on big issues leads to a feeling of freedom to pursue individual agendas. With Mayors and City Councils the big issues have been addressed, so what is on the next agenda? The next agenda becomes filled with individual action items, most of which are not of major significance. As the individual items begin to consume more and more staff time, the city staff can become confused and question the true direction for the city and the individual motivations of Council Members. The city begins to lose its focus with resources being diverted to these individual agendas and issues.

- **Worrying about the Crisis**

After a winning season, winners begin to worry can we repeat. If the tension builds and concerns about winning become predominant, the goal is winning rather than addressing the issues and being successful. We lose the focus on what brought us the success of winning. We wonder what the next issue on the horizon is that will become our crisis, the next major political challenge for us as city leaders. Like with any team, when any individual players become tense the performance deteriorates. Winners find themselves losing the game and losing on issues. You start to look for crises and, in many cases, begin to generate the crisis. For Mayors and Councils it is an easy issue that can be handled quickly that becomes a major crisis because of over-analysis and over-concern.

- **Wrap Up Mentality**

Winners become challenged by the mentality that all we need to do is sustain our effort for the next season. For cities, it means all we need to do is to complete our projects and wrap up our reports. The wrap up mentality shortens the horizons from focusing on the future to focusing on today. The focus of the goals becomes lost as we wrap up the issues. Life becomes boring because of no future challenges. We get impatient in our desire to wrap up issues in a timely manner. As a result, little problems can become major impediments to future success.

- **Personal Prominence**

With the success of being a winner, individuals gain prominence. Winners let the prominence, at times, go to their heads and forget the team effort that was needed to produce that winning season. Individuals get a glorified sense of their own importance. For Mayors and Councils it is the media focusing on individual contributions and accomplishments, rather than successes of the city. We forget that there is no "I" in "Team." Our focus is on ourselves individually, rather than our city's future. For some Mayors and Councils, personal prominence is perceived as being important for future political success. Individuals begin to claim credit for the policy or action and are less likely to share credit with the team.

- **Getting Away from the Game Plan**

Winners feel they have got a successful game plan. The game plan worked for the last season.

We need to communicate less and spend less time talking with each other. We need to spend less time with the process because the process is embraced. There is no need to fine-tune our game plan. There is no need to understand each other. I already know where they are coming from. In cities, Mayors and Councils take less time in work sessions and in their formal meetings. There is less discussion of individual ideas and perspective on issues. There is less discussion of future horizons. There is growing impatience with drawn out processes and at times with each other. Individuals may self-censor their comments, figuring that others are not interested or think they have heard that once before.

These are the pitfalls that challenge winners and the response to these challenges distinguishes “Winners” from “True Champions.”

12 Points of an Effective Mayor and City Council

1. Focus on and Use Vision, Goals and Priority

- Define the city's preferred future
- Establish outcome-based goals
- Think about value to the community
- Use to allocate resources, to develop plans and policies, to invest in the future

2. Make Timely and Courageous Decisions

- Use vision, goals and priorities to use decisions
- Seek and use input from community and city staff
- Evaluate options through committees and work sessions
- Decide on what is "best for the city"

3 Provide Clear Direction and Expectations

- Obtain clear closure
- Define outcomes, measures of success and time frames
- Delegate assignments to Boards and Councils, and to city staff
- Make sure to summarize and test closure to make sure that everyone has the same understanding

4. Negotiate

- Know your own bottom line
- Look for common ground and areas of agreement first
- Use work session and committees to negotiate
- Win with grace, lose with grace

5. Treat Others with Respect

- Be courteous, polite and trustworthy – avoid personal attacks
- Deliver on your commitments
- Act within your defined roles
- Value the contributions of others

6. Have Open Communications

- Communicate using direct, open messages
- Keep everyone informed and avoid surprises or hidden agendas
- Listen and understand before judging
- Use simple and focused messages that people can remember

7. Monitor Performance

- Obtain regular progress updates/status reports
- Meet quarterly to review and refine direction
- Evaluate the outcome and actions, and make modifications
- Take responsibility for the actions and be accountable for the results.

8. Have a Community Presence

- Be accessible to the citizens and community
- Go into the community beyond your political supporters
- Take time to develop effective working relationships with community partners
- Be a positive advocate for the city

9. Act as a Board of Directors

- Know your community – view it as the “market place”
- Focus on providing policy direction
- Delegate clear responsibility to the city manager as the C.E.O.
- Avoid micromanaging and the daily operations

10. Think Strategically

- Institutionalize the goal setting process
- Identify key partners who can bring resources to the table
- Define alternative routes and steps to destination – the vision
- Keep the “big” picture in mind

11. Align the City Organization

- Appoint individuals to Boards and Councils who share your passion for the city and the vision for the future
- Define the core values to guide “how the city should operate and be managed”
- Employ the “right” city manager for your city
- Hold others accountable for their behaviors, actions and the results

12. Share Success and Celebrate

- Communicate “Our City Success” in terms that the average citizen will understand
- Use celebrations that create a positive memory – value that the city has added to people’s lives
- Recognize others who have contributed to the city’s success
- Remember people want to be associated with “winners”

SECTION 2

GOVERNANCE: THE RESPONSIBILITY OF THE MAYOR AND CITY COUNCIL

A

Governance: Key Elements/Responsibilities

OVERVIEW

- 1. Determine Your Core Businesses**
 - 2. Define Goals for 5 Years**
 - 3. Develop Strategies**
 - 4. Establish Annual Agenda – “To Do” List**
 - 5. Make Policy Decisions**
 - 6. Listen to Community – the Stakeholders**
 - 7. Be an Advocate**
 - 8. Delegate to City Staff**
 - 9. Monitor Performance and Results**
 - 10. Set the “Corporate” Tone**
-
- 11. Hire/Fire Chief Executive Officer**

Responsibility 1

**Determine Our Businesses –
The Responsibility of City Government**

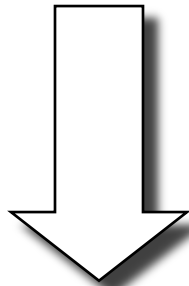
Community Needs

Basic Services/Products

Service Levels

Services that Enhance Quality of Life

Resources to Support Services



**CORE BUSINESSES THAT
HAVE VALUE FOR
STAKEHOLDERS**

Responsibility 2

**Define Goals for 5 Years –
Our City’s Destination**

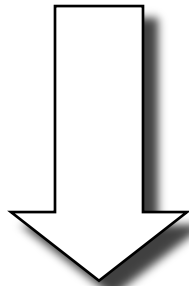
Desire for Your City’s Future

Community Uniqueness

Community Assets: Worth Preserving

Characteristics of Our Community – Today, in the Future

Dreams, Visions, Hopes



**OUTCOME BASED GOALS
THAT CAN GUIDE DECISIONS
AND ACTIONS**

Responsibility 3

**Develop Strategies –
Strategic Investments and Action**

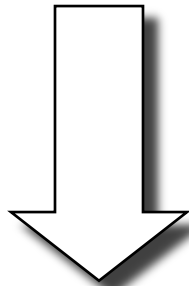
Analysis of Gaps

Forces Shaping the Future – Ability to Influence

Legal Framework and Regulations

Opportunities Today and On the Horizon

Critical Needs – Short-Term



**STRATEGY FOR ACHIEVING
GOALS THAT OUTLINES ACTIONS,
INVESTMENT AND TIMELINE**

Responsibility 4

**Establish Annual Agenda –
“To Do” List of Targeted Actions**

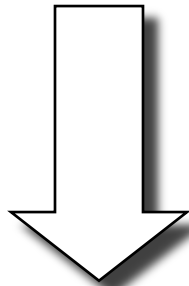
In Progress

Policy Voids and Needs

Major Projects

New Programs

Resources



**AGENDA OF TARGETS FOR
COUNCIL ACTION THAT IS AN
ANNUAL “TO DO” LIST**

Responsibility 5

**Make Policy Decision –
Direction on Key Issues**

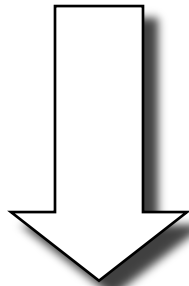
Specific Outcomes and Performance Expectations

Policy Statement/Position

City's Role and Responsibility

Framework for Action

Resources

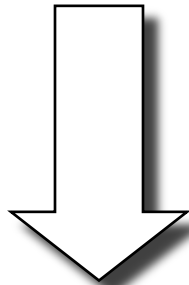


**DECISIONS PROVIDING CLEAR
DIRECTION TO CITY STAFF
AND COMMUNITY**

Responsibility 6

**Listen to Community –
Messages from Stakeholders**

Beyond the Vocal 20% . . .
Desires for the Future
Needs: Short-Term and Long-Term
Concerns
Expectations
Partnering and Involvement



**MESSAGE FOCUSING ON MAJOR
THEMES THAT RELATE TO CITY'S
RESPONSIBILITIES**

Responsibility 7

**Be an Advocate –
Education and Support of Stakeholders**

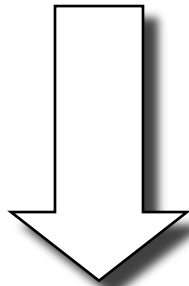
Understanding City Government – “Civics 101”

Responsibilities of Citizenship

Representation of City: Policies and Corporate Body

Cheerleading and Inspiration

Celebration



**REPRESENTING CITY AS ADVOCATE
DIRECTION TO CITY STAFF AND
COMMUNITY STAKEHOLDERS**

Responsibility 8

**Delegate to City Staff –
Clear Directions and Parameters**

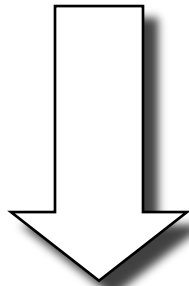
Closure on Issue

Directions

Parameters: Guidelines and Resource

Expectations: Outcomes and Process

Criteria for Measuring Success or Completion



**DELEGATING BY SETTING
DIRECTION AND INSPIRING OTHERS
TO FOLLOW THROUGH**

Responsibility 9

**Monitor Performance and Results –
Clear Feedback to Staff**

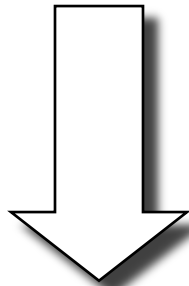
Progress Reports

Adjustments: Direction

Refinement: Actions

Problem Solving

Accountability for Results and Impact



**PERFORMANCE MONITORING THAT
ADJUSTS THE COURSE OF ACTIONS
TO “BEST” ACHIEVE OUR GOALS**

Responsibility 10

**Set the “Corporate Tone” –
Guiding Values and Principles**

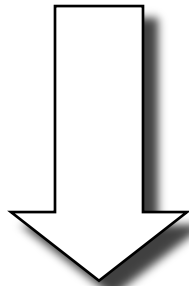
Behavior at Council Table

Comments in the Community

Treatment of City Staff

Respect for Stakeholders

Impact of Process – “How” Things Are Done



**CORPORATE TONE REFLECTS
VALUES THAT GUIDE
ADMINISTRATORS AND EMPLOYEE
ACTIONS ON A DAILY BASIS**

Responsibility 11

**Hire Chief Executive Officer –
City Manager or Administrator**

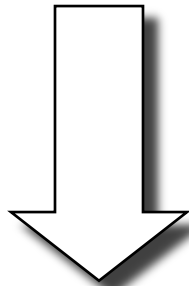
Responsibilities

Selection

Supervision

Feedback

Performance Standards and Evaluation

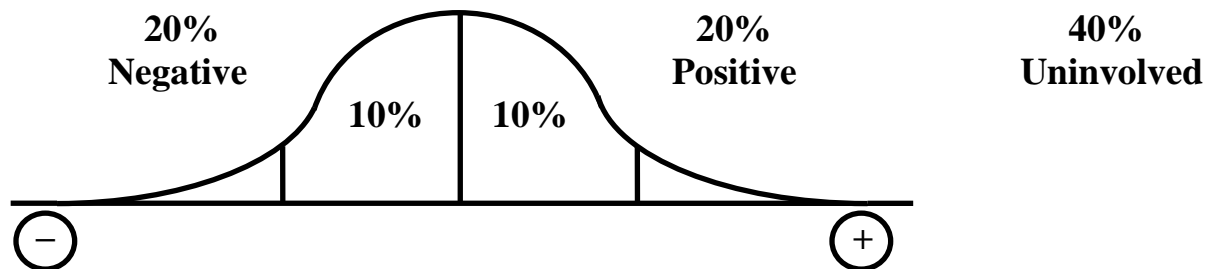


**CITY MANAGER (CEO) THAT “FITS”
OUR COMMUNITY, OUR CITY AND
CAN HELP US ACHIEVE OUR GOALS**

B

Challenges to Effective Governance

Challenge 1 Empower the 80%



Involved citizens within a community can be divided into four groups:

- 20% positive supporters of City government
- 10% learning toward positive attitude
- 10% learning toward negative attitude
- 20% negative toward all actions of government

Uninvolved citizens:

- 40% who knows?

The negative 20% can be characterized as:

- Seldom satisfied with City government response
- Vocal on any issues – always providing an opinion
- Always present monitoring City government activities
- Media darlings – always willing to provide a quote
- Use threats to intimidate Mayor and City Council

Over the past several years increased networking has occurred among the negative 20%, increasing pressure upon Mayor and City Councils. Mayors and City Councils have tried to be responsive and incorporate the negative 20% in community problem solving and listening to their concerns and ideas. The negative 20% have intimidated many Mayors and City Councils and seized control of the agenda, issues, programs, program direction, and decision-making process. Public hearings have become an open hearing for the venting of the negative 20%.

► Impact

- Intimidation by citizens of City government
- Control of City agenda: goals and direction
- Emerging as “Community Leaders”

► Challenge

How to say “NO” and recapture momentum for leading the City

Challenge 2 McGovernment Attitude

Our society has become preoccupied with a “fast food attitude” toward services. This attitude is characterized by:

- Convenient services
- Ease for customer
- Fast and quick response
- Perception of “cheap” product and service
- Others responsible for actions
- Service “my way”
- Impatience with delays or “excuses” of complexity
- Desire for service NOW

These have become the citizen’s standard for judging municipal services.

► Impact

- Citizen’s view of unresponsive government
- Focus on “My” concerns over “Best for Community”
- Lack of understanding of City government and services

► Challenge

How to inform citizens and gain appreciation for City government: our programs and our services

Challenge 3 Agenda of the Unimportant

Within Cities, Mayors and City Councils have desired to increase their responsiveness to citizens. Citizens have increased their requests for City services and responsiveness to individual problems. Mayors and City Councils have created “program creep” by responding to individual issues and creating a program based upon individual requests. Funds or resources are shifted in order to respond to citizens. A City program has begun to evolve. They have spent time on relatively “minor issues” that will have limited long-term impact on the community. City Councils have spent time on “cat” ordinances, analysis of golf balls impacting our windshields, and others. These issues are fun and produce results.

Long-term complex issues or long-term planning efforts are often avoided. It is difficult to see the short-term impact of complex issues and long-term planning. As a result, City Council agendas are filled with issues that may be of less importance on the City’s future.

► Impact

- Focus on individual citizen requests
- Less time on major policy decisions
- City time and energy on relatively unimportant items

► Challenge

How to focus on what is truly important for the future of our community

Challenge 4 Have the Courage to Decide

Today, Mayors and City Councils are concerned about being “perfect.” The fear is that any failure or setback will be represented in the media and lead to costing them their position. Citizens do not expect perfection. They expect honesty. If a mistake is made, they prefer the Council admit the mistake, point out areas of learning, and then move to the future. As elected officials strive for perfection, they delay issues, they recycle issues and they react to issues. The challenge is having the courage to decide. It is like having a young cocker spaniel that needs to have its tail cropped. One approach is to take the cocker spaniel in monthly to reduce the size of the tail in inch increments. After the first inch, the dog is hurting, but heals. After the second inch, the dog is hurting, but remembers. As the dog approaches the veterinarian, it remembers that this is not a pleasant experience and may attack the veterinarian. The learning point is that it may have been best just to reduce the tail in its entirety in one “whack.” The lesson for elected officials is many times they need to exhibit the courage to decide. The realization is that by deciding, the reality was not as bad as what they feared. By delaying issues you allow for others to recycle issues, for the negative 20% to network and mobilize additional opponents. By deciding, you move on to the future.

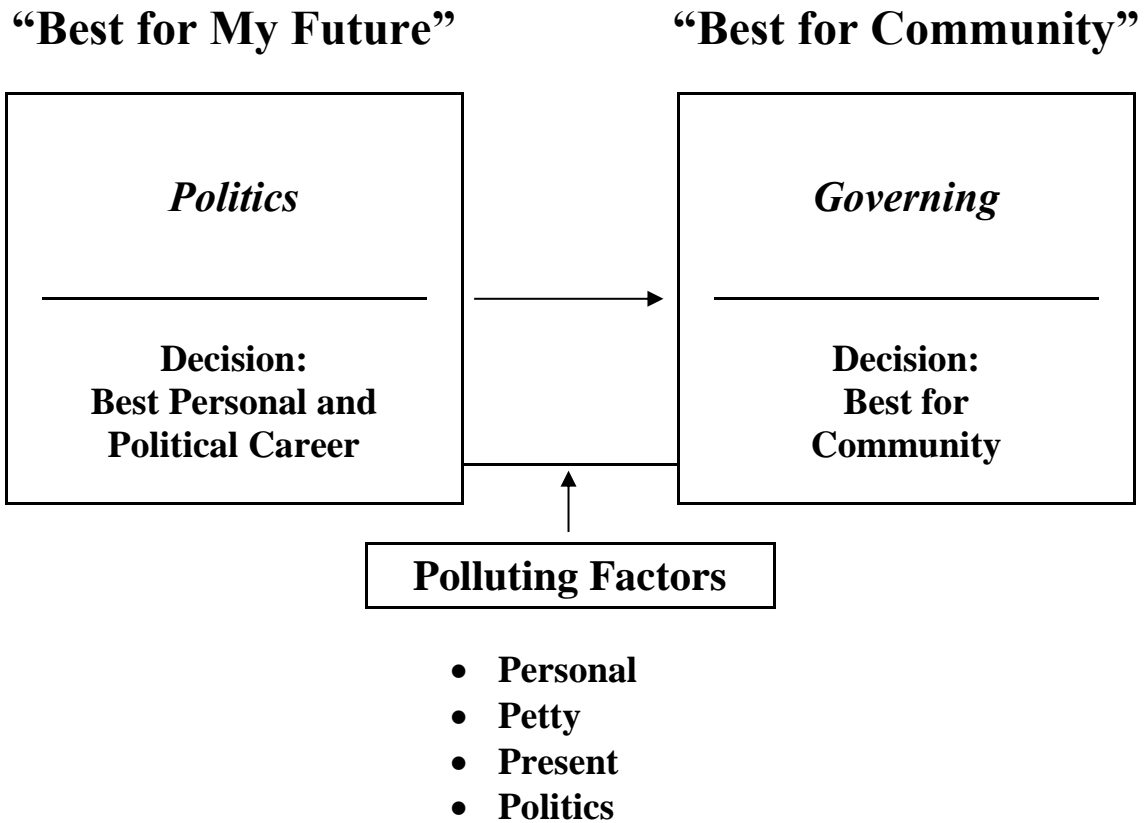
► Impact

- Key issues may die
- No momentum for implementation
- Council becomes beleaguered – frustrated
- Citizens are driven away by indecision
- Special interests understand that they can manipulate by delaying

► Challenge

When you have appropriate citizen involvement and sufficient information, just decide.

Challenge 5 Politics vs. Governance



Bottom Line: Managers Must Think Political and Act Apolitical

► Impact

- Campaign Time Longer
- Increase Politicization of Policy Issues
- Different in Getting Substantive Debates
- Playing to the Audience
- Recycling Issues

► Challenge

How do you focus primarily on governing?

Challenge 6 Transforming the City Organization to a Service Business

CITY ORGANIZATION	SERVICE BUSINESS
<ol style="list-style-type: none"> 1. Responsive 2. Professional Driven 3. Special Interest 4. Monopoly 5. Expend 6. Morale 7. Adapt 8. Process 	<p>Value</p> <p>Market</p> <p>Customers</p> <p>Competition</p> <p>Cost Conscious</p> <p>Performance</p> <p>Change</p> <p>Results</p>

Challenge 7 Community-Based Government

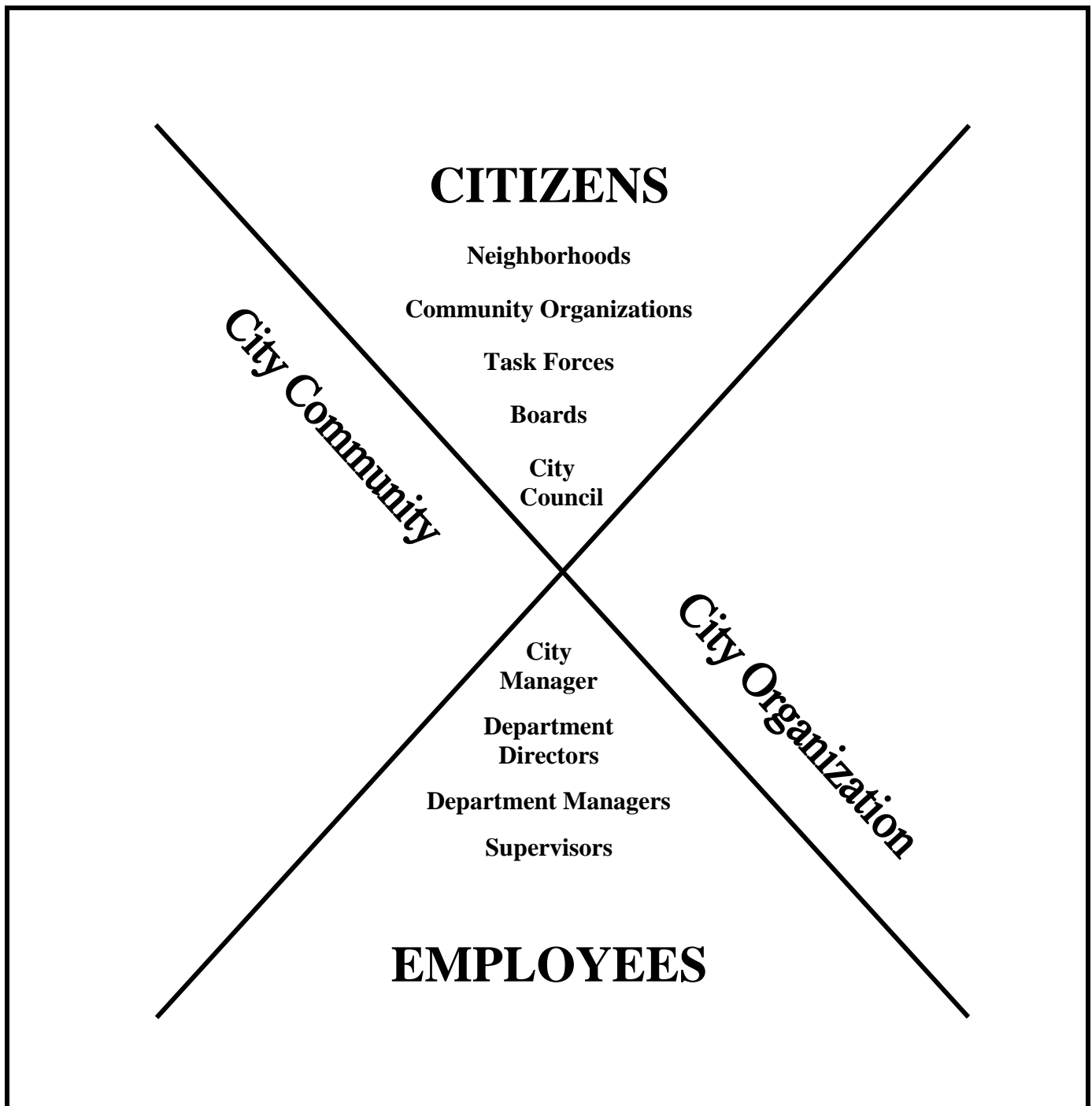
	1950	1960	1970	1980	2000
	<i>PERSONAL</i>		<i>PROFESSIONAL</i>		<i>COMMUNITY</i>
G O V E R N A N C E	<ul style="list-style-type: none"> • Informal power structure (e.g., coffee shop) • Intuition-based decisions • Actions for friends • Desire to keep harmony • React to calls and complaints 		<ul style="list-style-type: none"> • Study/analyze issues • Desire recommendations from staff • Plans development • Great reliance on staff • Rational decisions • Detailed reports prepared 		<ul style="list-style-type: none"> • Value-based decisions • Community involvement • Openness of government • Balance: Personal and professional • Vision – defined community direction • Defined goals: Monitor performance
M A N A G E M E N T	<ul style="list-style-type: none"> • Serve as technician or clerk • Emphasis on record-keeping and administration • Respond to Council directives, citizen requests • Decentralized administrative functions – department autonomy • Reactive • Scapegoat for problems 		<ul style="list-style-type: none"> • Directive – “professionals know best” • Manipulate agenda • Develop rules, policies and procedures • Develop systems • Centralized administrative functions • Cultivate community: Power base 		<ul style="list-style-type: none"> • Recommendations to Council • Lead the organization • Open government • Emphasis on responsibility and accountability • Evaluate system, adjust process • Decentralized administrative functions • Develop organization
S E R V I C E	<ul style="list-style-type: none"> • Desire to survive • Minimal training • Low profile • Act without questioning • Operational simplicity • Minimal rules or guidelines • Emphasis on personal favors 		<ul style="list-style-type: none"> • Desire efficiency • Productivity measures • Maximize resources • Develop and follow operational plan • Technologically complex • Professional certification of proficiency 		<ul style="list-style-type: none"> • Desire for effectiveness • Service definition – goals and level • Customer-oriented • Concern about impact • Feedback on performance

“Take care of the citizens – my friends”

“Rely on the Professionals”

“Working with Our Community”

Community-Based City Government



C

Leadership through Governance

Leaders' Dilemma

by Lyle J. Sumek

DILEMMA: How did we end up **HERE**?

Leaders create **HERE** by their decisions, indecisions, non-decisions or re-decisions.

Leaders are responsible for defining **HERE**, the vehicle to take you to **HERE** and the route to get to **HERE**.

Leaders have a choice: to intentionally create **HERE** or to react to each situation that then defines **HERE**.

Leaders intentionally shape **HERE** through a *Strategic Plan*, which defines **HERE** as a value-based future *vision*, defines the vehicle to take you to **HERE** as the government's *mission* and *services* and the route/map to **HERE** as a *plan for five years* with milestones.

Leaders take the trip/journey to **HERE** through a *Strategic Process*, which is using the *Strategic Plan* to guide daily decisions and actions.

Leaders demonstrate the courage to confront the true realities facing them, and to have candid discussions of options and differences as they define **HERE**.

Leaders use their judgment and make difficult decisions to implement the *Strategic Plan* by setting the direction and policies, by defining expectations, by raising the revenues, by allocating resources to build the road to **HERE**.

Leaders exercise their influence to mobilize community support even in light of personal agendas and strong opposition to **HERE** because it is the right **HERE** for the community.

Leaders encounter the unforeseen during the trip to **HERE** – unanticipated events happen, unintended consequences occur, environments change, and opportunities emerge.

Leaders evaluate the unforeseen and make adjustments to get to **HERE** learning from setbacks and remaining nimble and resilient.

Leaders end up **HERE**: either a great trip with successful outcomes or ask: how did we get **HERE**.

REALITY: Leaders did it themselves and are responsible for **HERE**.

Governance vs. Politics: A Simple View

By Lyle J. Sumek

Governance is serving the community;

Politics is getting elected or re-elected.

Governance is being guided by vision, goals and value to the community;

Politics is being guided by ideology, a cause or philosophical principle.

Governance is shaping the community's future for the long term;

Politics is responding to the moment and current "crisis".

Governance is taking responsibility;

Politics is making promises.

Governance is exercising an ability to influence others;

Politics is the use of personal power.

Governance is finding pragmatic solutions to problems through collaboration;

Politics is starting with solutions in mind.

Governance is being data driven;

Politics is playing to people's emotions.

Governance is negotiating by trading off to find a workable compromise;

Politics is demanding and advocacy to win.

Governance is educating and mobilizing support;

Politics is rallying supporters and creating zealots.

Governance is creating community benefits and value;

Politics is taking personal credit and receiving personal recognition.

TODAY'S CRISIS: Politics trumping Governance

Effective Governance Is Work, But Boring

Twenty Rules for Success

by Lyle J. Sumek

Effective Governance

is developing and maintaining relationship based upon mutual trust and respect,
not developing conditional relationships or relationships based upon convenience.

Effective Governance

is respecting personal responsibilities and their institutional role,
not taking over the responsibilities of others nor telling others how to do their job.

Effective Governance

is working together and collaborating,
not thinking about "I" over "We".

Effective Governance

is a willingness to sacrifice to the greater good,
not focusing on personal gains or protection.

Effective Governance

is communicating in an open and timely manner,
not providing partial information or surprising with last minute information.

Effective Governance

is addressing today's issues with the future in mind,
not reacting to the moment with easy solutions or quick answers.

Effective Governance

is unbiased analysis reports,
not starting with the outcome in mind.

Effective Governance

is speaking to the issue,
not grandstanding or personal attacks.

Effective Governance

is having an open, candid conversation and discussion,
not avoiding real and sensitive topics.

Effective Governance

is listening to understand,
not prejudging based on the individual or jumping to conclusions.

Effective Governance

is negotiating with others,
not demanding or withdrawing.

Effective Governance

is recognizing that it takes a majority to decide,
not one or vocal minority.

Effective Governance

is making a timely closure,
not recycling or delaying to gain advantage.

Effective Governance

is providing clear direction and decision,
not leaving the room with different interpretations.

Effective Governance

is deciding based upon what you believe is "right" for the community,
not deciding for personal or political gains.

Effective Governance

is consistency of process and direction over time,
not making changes reacting to the current moment.

Effective Governance

is supporting and representing the decision to others,
not acting in a manner to undercut the decision.

Effective Governance

is learning from setbacks and failures,
not finding fault or someone to blame.

Effective Governance

is being nimble and willing to change when circumstance change,
not being rigid or denying.

Effective Governance

is maintaining your sense of humor and perspective,
not taking yourself too serious.

BOTTOM-LINE:

Effective Governance is work and pays off for the community, but is viewed by others as boring.

Decisions: The Exercise of Power

by Lyle J. Sumek

Leaders govern by exercising their power to *decide* – make *decisions* that define the community's future

Deciding is using

1. "Best" available data and information
2. Input from others
3. Analysis of options against desired outcomes
4. Common sense

to make a judgment

Decisions

1. Answer questions
2. Settle something in doubt
3. Select a course of action
4. Resolve a dispute and differences
5. Come to closure or conclusion

which are definitive choices.

Effective Use of Power...

links Direction to Outcomes – vision, goals, performance measures;

uses Data and Input – listening and applying;

reflects the Interests of the Community – "best" for all;

provides Clarity of Direction – all leaving with the same expectations and understandings; and

delivers Closure – "final" choice on direction to guide planning and activities.

A ***Decision*** in reality is a series of ***Decisions***. The ***Decision Tree*** is a model with the seed and each branch representing a choice between alternatives with risks, costs, probabilities and results, and requiring a ***Decision*** – the first ***Decision*** shaping future ***Decisions***.

Leaders ***decide*** on ***DECISIONS OF INTEREST AND INVESTIGATION***, ***DECISIONS OF THE COURSE OF ACTIONS*** and ***DECISIONS OF IMPLEMENTATION***.

DECISIONS OF INTEREST AND INVESTIGATION

1. *Decide on Expectations*
2. *Decide on Outcomes*
3. *Decide on Parameters*
4. *Decide on Key Issues*
5. *Decide on Direction on Interest and Investigation*

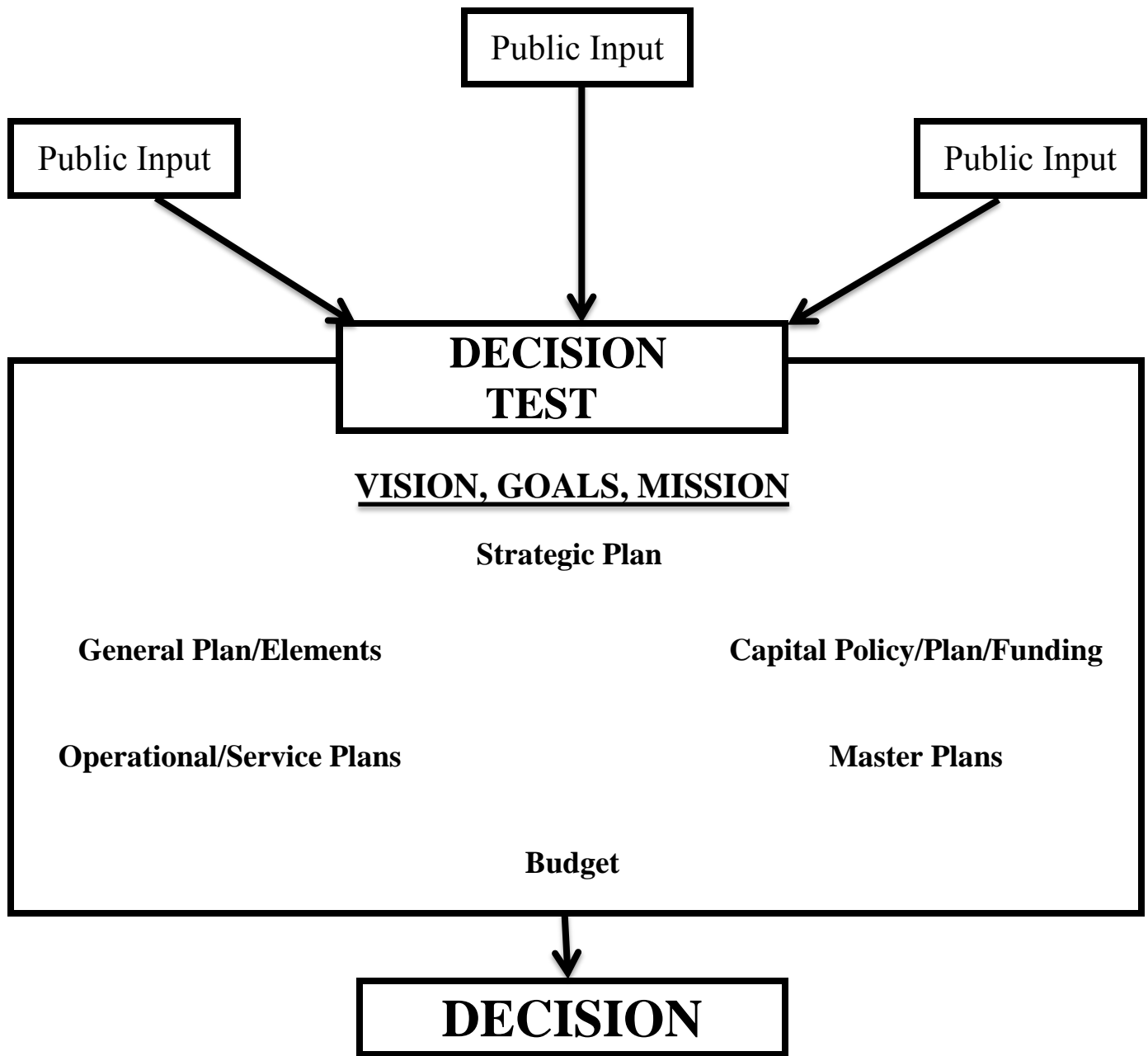
DECISIONS OF THE COURSE OF ACTIONS

1. *Decide on Data Gathering*
2. *Decide on Analysis and Options*
3. *Decide on Negotiations*
4. *Decide on Recommendations*
5. *Decide on Direction on Actions*

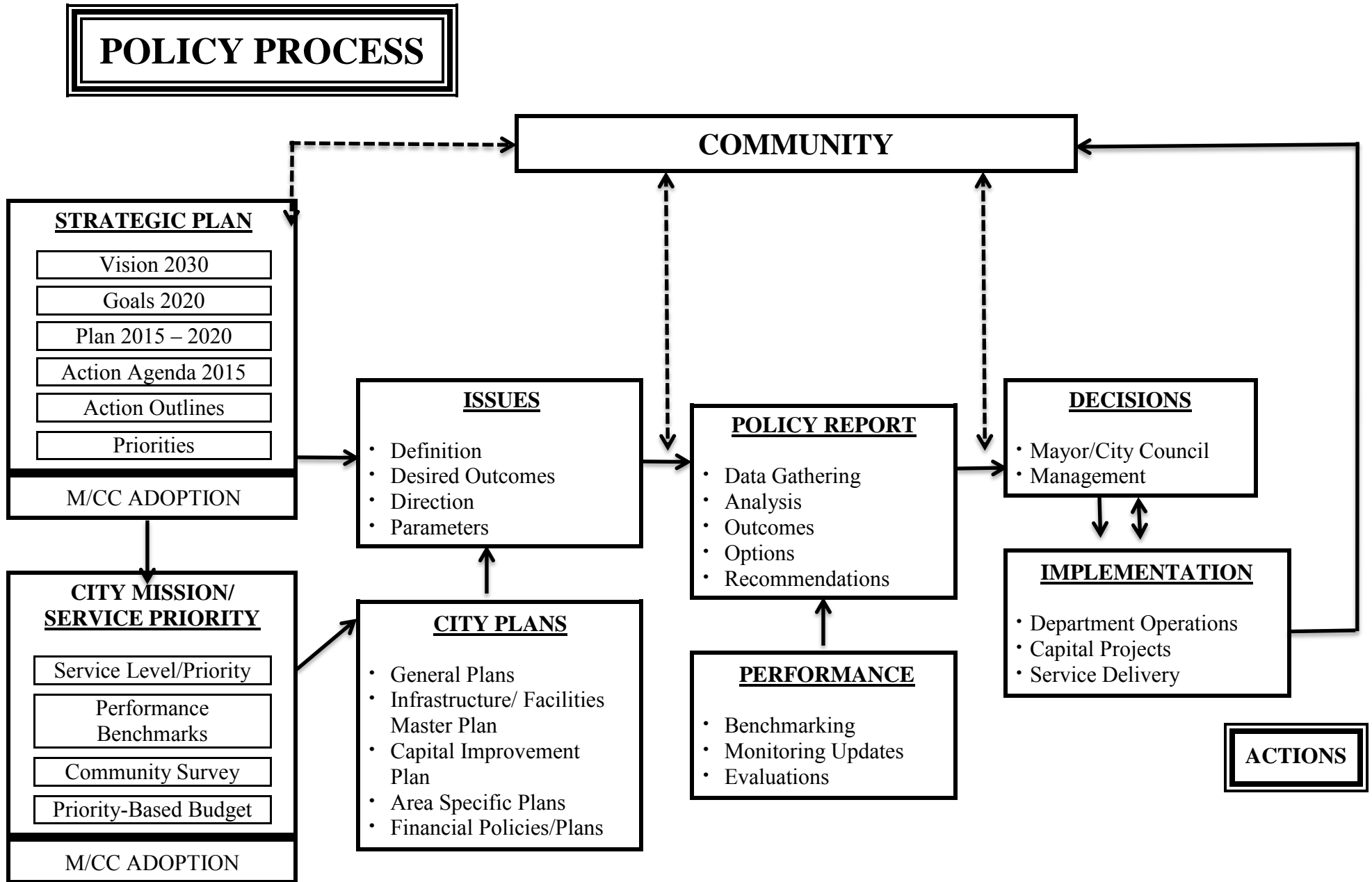
DECISIONS OF IMPLEMENTATION

1. *Decide on Program Development/Project Plans*
2. *Decide on Evaluation and Refinements*
3. *Decide on Resources*
4. *Decide on Operations*
5. *Decide on Direction on Implementation*

BOTTOM-LINE: Every *Decision* is an exercise of power to create our future. Every *Decision* that we make is a difficult choice among options. Every *Decision* has risk, consequences and impacts. Ultimately, we are responsible for every *Decision* that we make.



“Best for the Community using Data and Analysis and Common Sense Judgment”

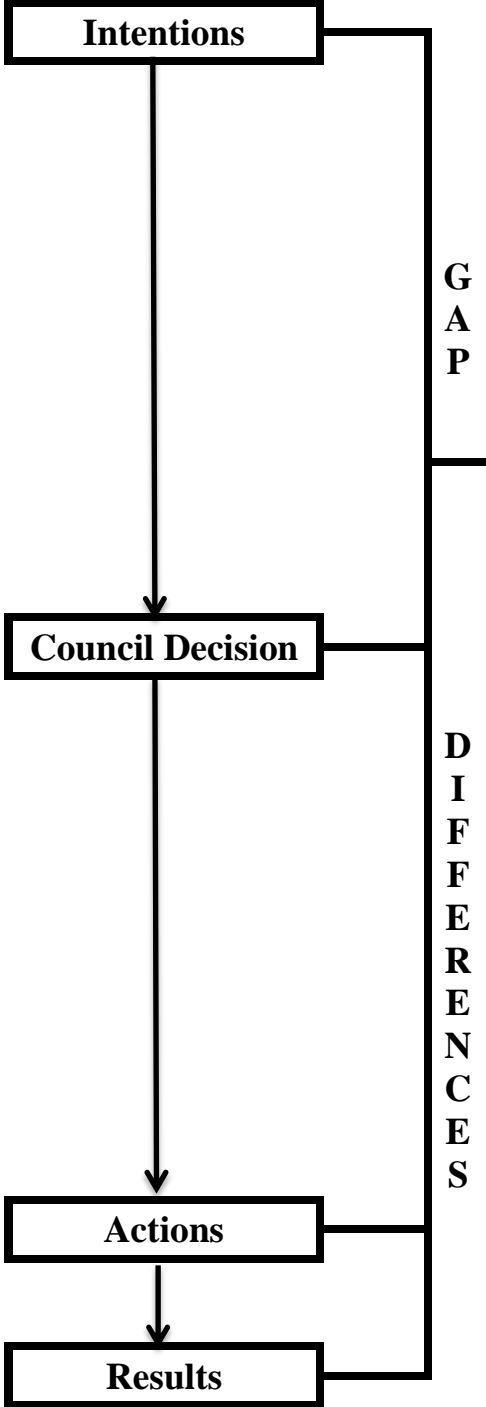


Implementation Gaps

Critical Factors

1. Community Understanding: Issues, Impacts, Consequences
2. Community Input Mechanism Shaping Direction
3. Defined Outcomes
4. Data Analysis and Use
5. Candid Policy Dialog

6. Clarity of Outcomes and Direction
7. Defined Roles and Responsibilities
8. Adequate Resources
9. Activities with Milestones and Time Frame
10. Evaluation and Adjustment: Outcomes, Process



SECTION 3

BUILDING OUR MAYOR – CITY COUNCIL TEAM: UNDERSTANDING OUR TEAM STYLE

A

Problem Solving and Decision Making

In order to govern or manage a team and deal with policy issues, it is critical that managers have effective problem solving and decision making skills. A common assumption is made that individuals have these skills when they assume a position on the team. However, the context of municipal problem solving and decision-making is unique in terms of the forces and pressures, which affect the process.

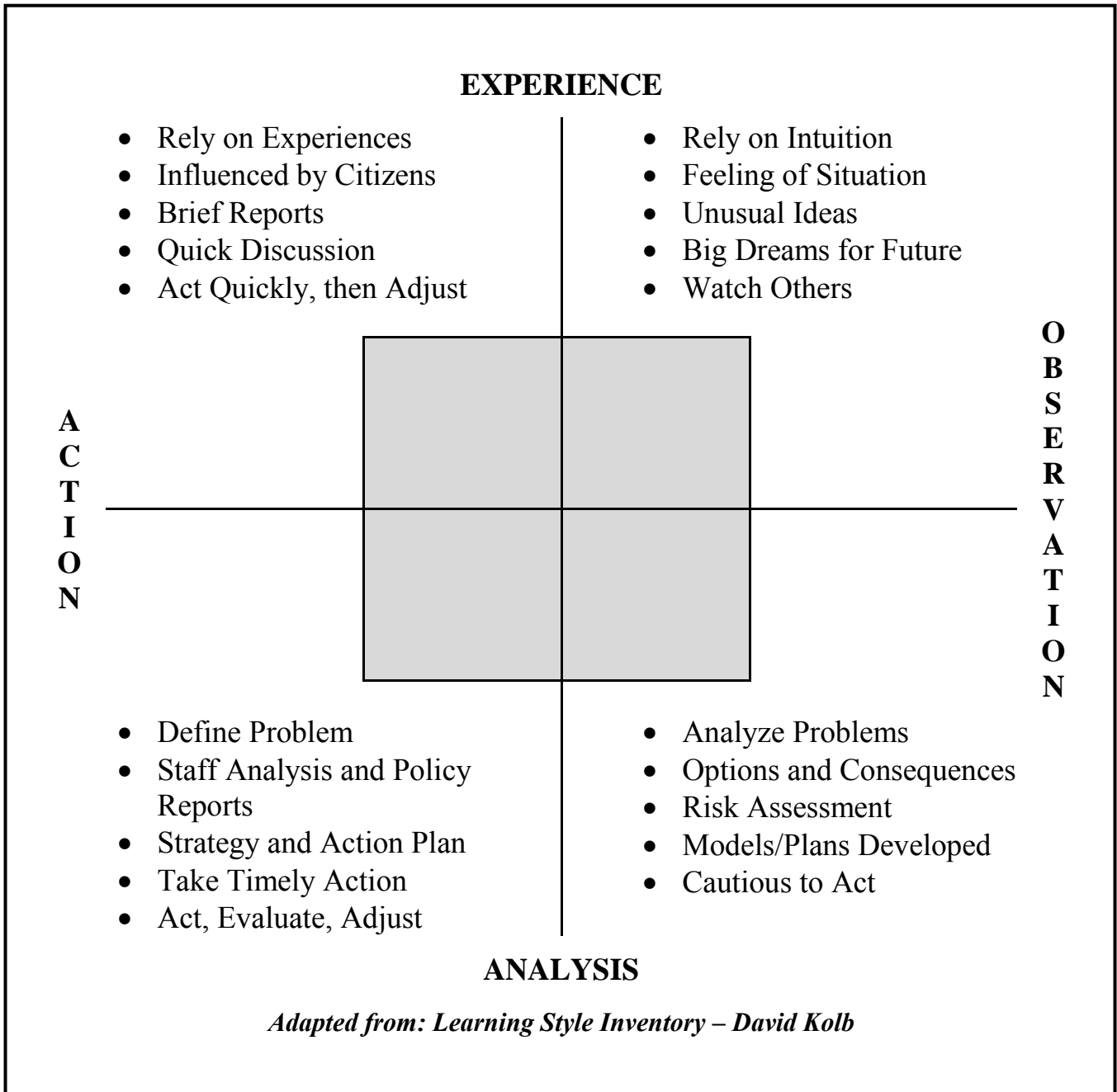
Each person has a unique style in problem solving and decision-making. To gain a perspective on each individual's style, the session participants completed Kolb's Learning Styles Inventory. The purpose of this inventory was to assess the individual styles, their implications for effective problem solving and teamwork, and the strengths and weaknesses associated with each style. It is assumed that there is no one best style, but rather each person has a unique set of strengths and weaknesses.

There are four primary elements in problem solving:

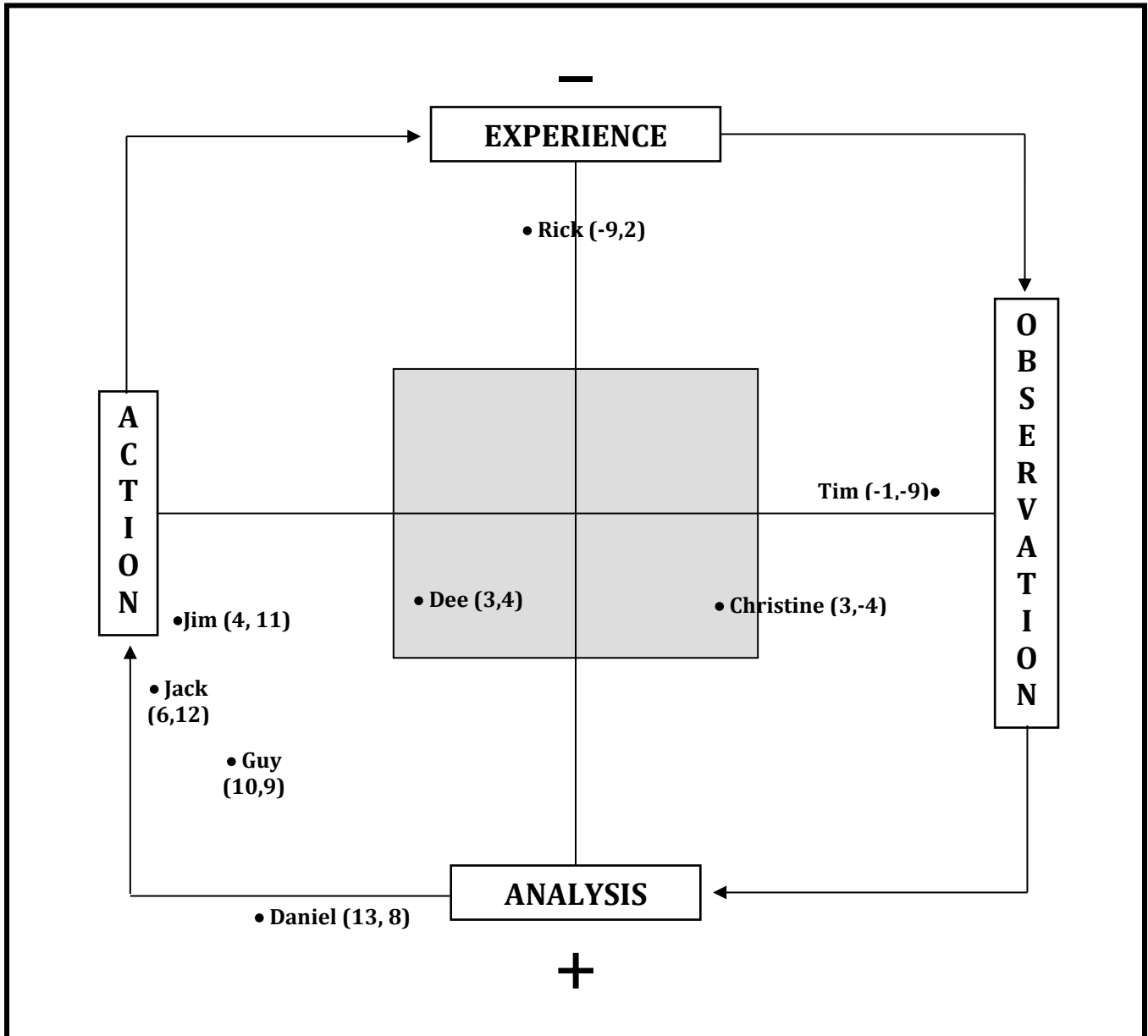
- **Concrete Experiences:** We tend to rely heavily on our concrete experiences until there is a failure. We then recognize that a problem exists. We continue to experience that problem until it reaches a critical level. We may utilize our past experiences to try to alleviate the situation.
- **Reflective Observations:** Once a problem has been identified, we may observe others who have experienced similar problems. The purpose is to learn from others' experiences in handling similar, if not identical, problems. We may also reflect on past experiences or the experiences of others.
- **Abstract Conceptualization:** We may study the problem area through the exploration of alternatives and the identification of which alternative is most likely to solve the problem with minimal risk. Abstract conceptualization involves detailed analysis of the problem, including examination of alternative approaches to problem solving.
- **Active Experimentation:** We experiment with different alternatives to identify the most workable solution. This process involves willingness to adjust to the situation as the alternative is implemented. In addition, securing feedback is necessary to ensure the problem is effectively addressed.

***Two numbers are assigned to each individual. The first number is the degree of relying upon (a) prior experiences and "gut" feeling and (b) analysis and planning. If the number is "negative," the individual relies more on "experiences and feelings"; if the number is "positive" the individual relies more on "analysis and planning." The second number is the degree of relying upon (a) personal reflection and data gathering and (b) action and producing results. If the number is "negative," the individual relies more on "reflections and data gathering." If the number is "positive," the individual relies more on "action and producing results". If both scores are under "5," the individual does not have a dominant style, but rather will adjust their approach to the situation – their prior experience with similar situations, degree of perceived risk, sense of urgency, etc.

Problem Solving and Decision Making



Problem Solving and Decision Making*



* See Bottom of Page 50 for explanation

B

Conflict Resolution and Negotiations

Conflict is an inherent part of being a policy leader or manager within a team. Conflict can be defined as any time one person wants something different from another person.

As part of the activities during the session, the participants completed the Thomas-Kilmann Conflict Mode Instrument. This instrument is designed to assess an individual's behavior in conflict situations. Conflict situations are those in which the concerns of two or more people appear to be incompatible. In such situations, we can describe a person's behavior along two basic dimensions:

1. Assertiveness

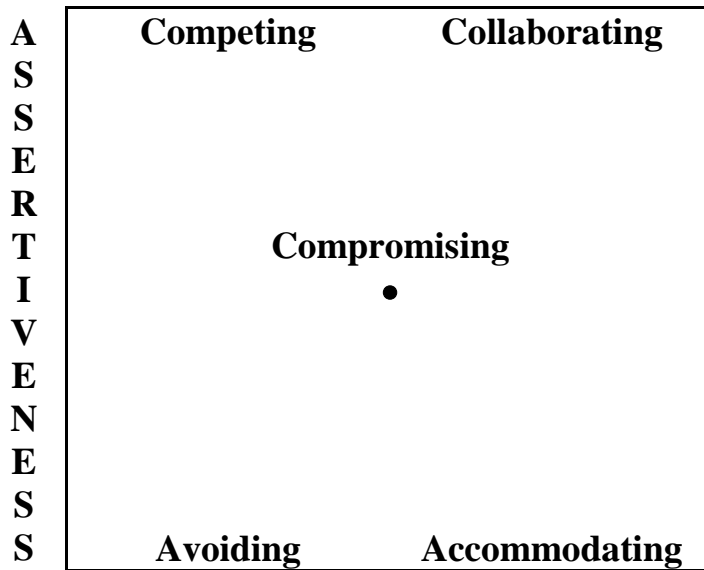
- The extent to which individuals attempt to satisfy their own concerns.

2. Cooperativeness

- The extent to which individuals attempt to satisfy other people's concerns

The two dimensions are best illustrated below:

CONFLICT STYLES



COOPERATIVENESS

The two basic dimensions (assertiveness and cooperativeness) can be used to define specific methods of dealing with conflict situations. The five “conflict-handling modes” are explained below.

COMPETING is assertive and uncooperative. Individuals pursue their own concerns at other people’s expense. This is a power-oriented mode in which one uses whatever power seems appropriate to win an argument. Competing might mean standing up for rights, defending a position, or simply trying to win.

ACCOMMODATING is unassertive and cooperative, the opposite of competing. Individuals who accommodate neglect their own concerns to satisfy the concerns of others. There is an element of self-sacrifice in this mode. Accommodating might take the form of selfless generosity or charity, obeying another person’s order when one would prefer not to, or yielding to another’s point of view.

AVOIDING is unassertive and uncooperative. The individual does not immediately pursue personal concerns or those of others – the conflict is not addressed. Avoiding might take the form of diplomatically sidestepping an issue, postponing an issue until a better time or simply withdrawing from a threatening situation.

COLLABORATING is both assertive and cooperative, the opposite of avoiding. Collaboration involves working with others to identify the underlying concerns of an issue and finding an alternative, which is acceptable to all. Collaboration might take the form of exploring a disagreement to learn from each other’s insights. The result of the disagreement might be to confront and try to find a creative solution to an interpersonal problem. It might also be to resolve some condition, which would otherwise result in competition for resources.

COMPROMISING is an intermediary behavior and can be both assertive and cooperative. The objective in compromising is to find an expedient, mutually acceptable solution, which partially satisfies both parties. It falls in a middle ground between competing and accommodating. Likewise, it addresses an issue more directly than avoiding, but does not explore it in as much depth as collaborating. Compromising might mean splitting the difference, exchanging concessions, or seeking a quick middle-ground position.

Conflict

A Process to be Managed

Consider These Assumptions:

- Conflict is an inevitable and important human process.
- Conflicts are likely to increase in times of change.
- Conflicts can lead to creative or destructive results.
- Those who understand the processes and dynamics of conflict are better able to manage this important process, increasing the chances of creative outcomes and minimizing destructive results.

In recent years, these considerations have led a growing number of managers and scholars, leaders, and social scientists to study conflict more carefully. The cost of un-managed conflict can be high but the gains from using differences effectively can also be great.

The purpose of this "basic idea" essay is to help you think about conflict in a systematic way to – unpack this important process so its component parts can be better understood.

A Definition

"Conflict" is one of those words that can be used in different ways. We have found the following definition helpful:

Conflict occurs when two or more parties believe that what each wants is incompatible with what the other wants.

The "parties" can be individuals, groups, organizations, or nations. Their wants may range from having an idea accepted to gaining control of a limited resource.

The definition specifies that conflict is a condition that exists when these seemingly incompatible concerns or drives exist. It may be very temporary or of long duration. It may be a condition that results in vigorous activity or an internal ferment that reveals itself only indirectly. Fighting is only one way of dealing with conflict. There are often more productive ways.

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The Positive and Negative Potential of Conflict

Like any other important human process, conflict can produce both desirable and undesirable results. When we asked groups of managers and leaders of organizations to reflect on recent conflicts they had observed and to identify the results, the following common themes emerged:

A Partial List of Positive Results of Conflict:

- People were forced to search for new approaches
- Long-standing problems surfaced and were dealt with
- People were forced to clarify points of view
- The tension of conflict stimulated interest and activity
- People had a chance to test their capabilities
- Better ideas were produced

Properly managed, conflict can help to maintain an organization of vigorous, resilient, and creative people.

A Partial List of Negative Results of Conflict:

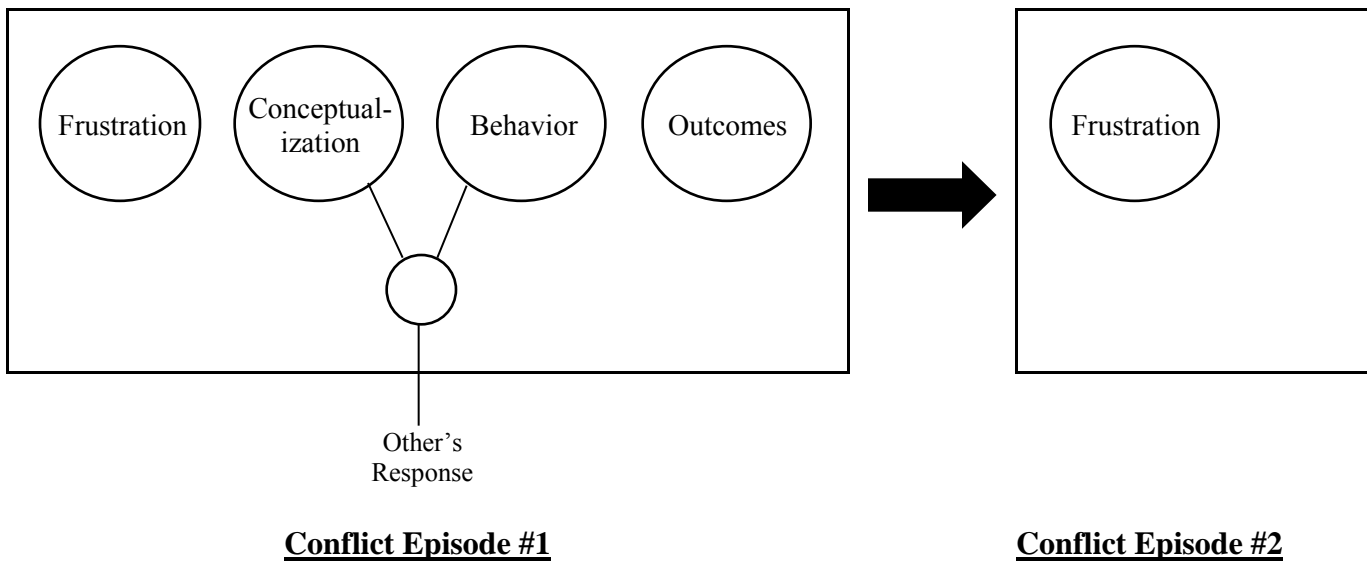
- Some people may feel defeated, demeaned
- The distance between people may be increased
- A climate of distrust, anxiety and suspicion may develop
- Turbulence may cause some good people to leave their jobs
- People or departments that ought to cooperate may become concerned only with their narrow interests
- Various kinds of active or passive resistance may develop where teamwork is needed

The goal of understanding and managing conflict is to reduce the likelihood that such negatives will occur or become excessive.

Unpacking the Conflict Process

Obviously, the positive or negative consequences of a conflict depend upon how well the conflict is managed. In turn, the ability to manage a conflict requires that one understand what goes on during a conflict.

Conflict occurs in episodes. Within any episode there tends to be a common sequence of events, as diagramed on the following page:



Looking at these events:

Frustration:

Occurs when a person or group feels blocked from satisfying a goal-directed activity or concern. The concern may be clear or only vaguely defined; it may be of casual or critical importance. But there is a clear feeling that someone or some group is getting in the way of movement toward a desired objective.

Examples:

- You may frustrate me when you do not agree with my ideas
- You may frustrate me when you prevent me from getting the information, the money or the time I need to accomplish something I want to do
- You may frustrate me when you undermine my power or influence with someone else

Conceptualize:

Involves answering the questions, “What’s going on here?” “Is it good or bad?” “What’s the problem – What issues are at stake?” “What are the causes?” This conceptualization may be almost instantaneous, or it may develop from considerable thought; it may be very sharp and clear, or fairly fuzzy. Regardless of its accuracy or clarity, however, the conceptualization forms the basis of one’s reaction to frustration.

- You may conceptualize a disagreement with another person as being the result of “ignorance” (on his part, of course) or “willful deceit” or you can stereotype: “that kind of person always takes that stand.”
- A labor dispute with management can be conceptualized as “deciding who is really going to run this plant” or “showing workers who can do the most for them” or simply “determining what a fair share of profits is for the workers.”

- A dispute between a marketing department and a production department can be conceptualized as determining whether “customers are more important than a production schedule,” or whether “sales people should be expected to adhere to realistic company policies.”

Obviously, the way the parties define the problem has a great deal of influence over the chances for a constructive outcome and the kinds of feelings that will be mobilized during the confrontation.

Behaviors:

Behaviors and intentions flow out of conceptualization and strategizing and set in motion a pattern of interaction between the parties involved. During this process of action-reaction-reaction, the way each party conceptualizes the conflict may change or may become further entrenched. The longer the pattern continues, of course, the actions of the participants themselves may create new frustrations, reasons for hostility, and continued resistance.

Outcome:

Outcome is defined as the state of affairs that exists at the end of the episode, including decisions or actions taken and the feelings of the parties involved. Residual frustration from conflict episodes can start new conflict episodes. Some people have found it helpful to assess the outcome of a conflict episode along three dimensions:

1. The quality of decision or action that results. (How creative, realistic and practical?)
2. The condition of the conflicting parties at the end of the conflict. (How psychologically and physically healthy; how good do the parties feel about themselves?)
3. The quality of the relationship between the conflicting parties. (How much mutual respect, understanding, willingness to work together versus hostility, determination to hurt, etc.?)

Some Guidelines for Diagnosing a Conflict

The manner in which a conflict is conceptualized is often the key to a group’s ability to manage conflict constructively (i.e. to arrive at positive outcomes). The parties are not likely to reach an outcome which truly resolves the conflict and leaves them satisfied unless they have a clear understanding of the differences between the concerns of the two parties and the sources of those differences. Thus, before responding to a frustrating situation, it is useful to pause and ask two questions:

1. What is the nature of the differences between us?
2. What might be the reasons for our differences?

The Nature of the Differences

People may differ on the following four aspects of an issue:

- We may differ over **FACTS** (the present situation, the present problem, etc.)
- We may differ over **GOALS** (how things ought to be, future conditions we want)
- We may differ over **METHODS** to reach goals (the best, the easiest, the most economical, and the most ethical route to follow)
- We may differ over **VALUES** (the long-range beliefs about the priorities which should be observed in choosing goals and methods)

Differences over facts are usually easier to manage than differences over values, which are the most difficult. The latter come much closer to the fundamental beliefs of the parties and are thus much more threatening. Disagreements that begin over facts sometimes persist until they appear to be conflicts over goals or values and become almost impossible to reconcile.

The implication is that it pays to identify the area of disagreement as quickly as possible. The chances for managing conflict effectively increase if you can say something like: “We seem to agree on what the problem is and what we’d like to achieve, but we disagree over the best way to reach that goal.”

The Reasons for the Differences

As part of the conceptualizing process, it is useful not only to identify the nature of the difference, but to seek the reasons for it as well. Among the most common reasons are these:

Informational – The two parties have been exposed to different information – and thus have arrived at a different understanding of what the problem or issue is and what course of action makes the most sense.

Perceptual – Sometimes people have been exposed to the same data but their past experience causes them to interpret in different ways. Two witnesses may view the same event, but experience it in two different ways, since the past of each causes them to attend to different aspects of the same situation or to arrive at different meaning.

Role – Sometimes the different roles (e.g., boss, mother, volunteer) of people cause them to take different positions. The representatives of labor are expected to look at things differently, advocating different positions and priorities than the representatives of management. The roles of each cause them to attend to different data and to perceive it differently, as well as to advocate different goals and values.

Practical Values of This Analysis

What is the practical value of going through this kind of diagnostic process? Like solving any problem, the conflict problem-solver is likely to do a more effective job if he knows the parameters of the situation with which he is dealing. A key process in conflict is that of influence – the effort of each party to get the other to understand, appreciate, and accept the validity of its own particular points of view or sets of objectives. If parties want to influence each other, obviously it helps if they have a clear picture of where they stand and how they got there.

- If the two parties realize that they have probably been exposed to different data, they may view the job to be done as one of mutual education, rather than conflict. The task is to increase the pool of information to which both are privy.
- If the parties determine that their informational base is very similar but they have just perceived it differently because of differing past experiences, these perceptions need to be reexamined. Then the question becomes: “Why is it that we view the same information in such different ways?”
- If the parties suspect that the principle reason for different views grows out of their different roles, they can often take a less personalized view of the conflict. If each can say, “If I were in his place, I would probably be advocating the same point of view,” they will deal with the other party in a somewhat different and more understanding way. The task then takes on an added dimension, “How can I help a person in that role better understand and appreciate my concern and what does he need from me?” By recognizing the constraints within which the other party must operate, you can be more realistic in knowing what to expect and what posture makes the most sense.

As soon as you are finished, reflect on the key issues, which seem important to you and be prepared to discuss them with the group

C

Keys to Our Team's Effectiveness

Problem Solving and Decision Making

► Characteristics

1. Desire to see tangible and real results
2. Blend of experiences with a quick evaluation of the problem and options for solution
3. Willingness to make timely and difficult decisions
4. Willingness to evaluate and adjust when necessary
5. Experiential and visual learning over passive learning and presentation by others
6. Desire to have thorough discussion – put your idea on the table, no surprises
7. At times, impatience with protracted implementation
8. Frustrated by over analysis or abstract/conceptual planning
9. Once the decision is made, moving on to the next issue or challenge
10. Potential tension: amount of data gathering and planning; degree of risk

► **Keys to Success**

1. Define the problem or issue as a whole Council in a Work Session/Workshop: define the problem, establish parameters for investigation and research, discuss expectations of methodology, etc. (see *WORKSHOP TYPOLOGY: Type 1*)
2. Identify and evaluate “REAL” options for Council consideration and discussion.
3. Go out into the community: on major issue of a physical nature, have the Work Session/Workshop on site; periodically tour the community stopping at selected location, then look, walk and talk.
4. Identify "best practices" or good examples, and evaluate possible application or adaption to Midwest City.
5. Provide to Mayor and City Council brief executive summaries and key policy questions for Mayor and City Council with detailed backup materials.
6. Have candid and open discussions, and at the end summarize/test the Mayor and City Council direction to staff.
7. Engage the community at the right/appropriate time with the purposes to inform and educate, to seek and listen to input, and test the reality in the community.
8. Make a timely decision using data and what is best for the Midwest City community, and explain the decision to the community: the issue, the process and the decision.
9. In six month, evaluate the decision implementation: outcomes, value to the community, achievement of desired outcomes, unintended consequences and learning point; if necessary make adjustments.
10. Provide regular updates to the Mayor and City Council – what has been done, the next steps, key issues needing discussion.
11. Make the time to celebrate – saying "thank you" to others who have contributed, recognizing with the community he success and the value to the Midwest City community.

SECTION 4

MAYOR AND CITY COUNCIL: FRAMEWORK FOR EFFECTIVENESS

A

Mayor and City Council Success and Image

► Mayor and City Council Success means . . .

1. Making decisions based upon what is best for the community as a whole
2. Providing a clear direction for the future
3. Finding solutions to problems
4. Making timely decision based upon information and data
5. Providing clear and consistent direction to the City Manager and City Staff
6. Getting things done
7. Acting in a financially responsible manner
8. Use plans to guide decisions
9. Having open and candid communications among Mayor and Councilmembers
10. Having opportunities for informal interaction and team building
11. Working together as a team

***The Mayor and City Councilmembers were asked to individually select the "11" most important characteristics that describe their desired image of what success means in the community and with the outside world.

► **Mayor and City Council Success means . . .**

	PRIORITY	
	Top*	High*
1. Making decisions based upon what is best for the community as a whole	6	-
2. Providing a clear direction for the future	6	-
3. Finding solutions to problems	5	-
4. Making timely decisions based upon information and data	4	-
5. Providing clear and consistent direction to the City Manager and City Staff	4	-
6. Getting things done	4	-
7. Acting in a financially responsible manner	4	-
8. Using plans to guide decisions	-	5
9. Having open and candid communications among Mayor and Councilmembers	3	4
10. Having opportunities for informal interaction and team building	-	4
11. Working together as a team	3	3
12. Looking for options	3	2
13. Soliciting input from others prior to a decision	-	2
14. Support for the city employees	2	1
15. Representing the City in a positive manner	2	1
16. Communicating with community	1	1
17. Focus on common goals and agenda and avoid personal agendas	-	-

* Top = Most Important

* High = Second Level of Importance

► **Mayor and City Council Image means . . .**

1. Being honest and trustworthy
2. Responding to residents and businesses concerns
3. Acting in the best interests of the City and community
4. Listening to the community – open to ideas and feedback
5. Being accessible and visible in the community
6. Delivering upon commitments and promises
7. Advocacy for the Midwest City's community interests

► **Mayor and City Council Image means . . .**

1. Being honest and trustworthy
2. Responding to residents and businesses concerns
3. Acting in the best interests of the City and community
4. Listening to the community- open to ideas and feedback
5. Being accessible and visible in the community
6. Delivering upon commitments and promises
7. Advocacy for the Midwest City's community interests
8. Producing results
9. Being knowledgeable about issues
10. Making timely decisions
11. Speaking with one voice
12. Working as a City Team
13. Creating a great place to live and work
14. Being well informed on city issues and plans
15. Creating destination in the metro area – place to stop
16. Communicating with the public
17. Representing the City in a positive way

PRIORITY
5
5
5
4
4
4
4
3
2
2
2
2
1
0
0
0
0

***The Mayor and City Councilmembers were asked to individually select the "7" most important characteristics that describe their desired image in the community and with the outside world.

B

House Rules Our Code of Conduct and Civility

► Mayor and City Council Code of Conduct and Civility means . . .

1. Treat others with respect
2. Act in a friendly and courteous manner, avoid personal attacks or accusations
3. Represent the City in a positive manner
4. Listen before judging the person or their ideas
5. After the decision, support the Mayor and Council's decisions
6. Show up on time, do your homework before the meeting
7. Focus on what is best for the city, avoid personal agendas
8. Speak in a concise manner, avoid grandstanding
9. Make decisions, and move on to the next issue
10. Maintain your sense of humor
11. Leave meetings as friends
12. Focus on policies, avoid micromanaging daily activities
13. Follow the House Rules and Council Protocols

***The Mayor and City Councilmembers were asked to individually select the "13" most important characteristics that describe their image of what their code of conduct and civility means in the community and with the outside world.

► Mayor and City Council Code of Conduct and Civility means . . .

1. Treat others with respect
2. Act in a friendly and courteous manner, avoid personal attacks or accusations
3. Represent the City in a positive manner
4. Listen before judging the person or their ideas
5. After the decision, support the Mayor and Council's decisions
6. Show up on time, do your homework before the meeting
7. Focus on what is best for the city, avoid personal agendas
8. Speak in a concise manner, avoid grandstanding
9. Leave meetings as friends
10. Focus on policies, avoid micromanaging daily activities
11. Make decisions, and move on to the next issue
12. Follow the House Rules and Council Protocols
13. Maintain your sense of humor

PRIORITY	
Top*	High*
4	2
4	2
4	2
4	1
4	1
3	2
3	1
2	2
0	2
0	1
2	0
1	0
1	0

* Top = Most Important

* High = Second Level of Importance

SECTION 5

COUNCIL PROTOCOLS: DAILY OPERATING GUIDELINES

Mayor and City Council Protocol Operating Guidelines

Protocol 1	Simple Information
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1. Contact the department head or City Manager.
2. Share your request and expectations: method of follow up and time frame.

Protocol 2	Research on a Topic
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1. Contact the City Manager or Assistant City Managers.
2. Discuss your requests: the topic, information or analysis desired, format of information, need for overall Mayor and Council direction/concurrence, time frame, next steps.
3. On issues requiring significant staff time or a change in priority or direction, the request may be taken to the Mayor and City Council for discussion and/or direction.
4. Information generated from the request may be shared with the entire Mayor and City Council.

Protocol 3	Citizen Service Request
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- A. **First Contact with the City**
 1. Listen and take the phone number or email address.
 2. Refer the citizen to the department head or contact the department yourself.
 3. Refer the citizen to the website and let them know the 3-1-1 app will be available soon.
 4. Share your expectations: do you want to hear about City actions before they occur; do you want to hear about City actions after the actions are completed; or take care of the request and I do not need to hear back.
- B. **Upset about the City Response**
 1. Contact the City Manager or Assistant City Managers.
 2. Listen to the citizen without agreeing or confirming – data gathering.
 3. Share your expectations: follow up communication – method and format, time frame
 4. At the discretion of the City Manager, the information regarding this question may be shared with the entire Mayor and City Council.

Protocol 4	Council Agenda
-------------------	-----------------------

- A. **Placing an item on the Agenda**
 - 1. Bring the agenda topic to the City Manager two weeks before the regularly scheduled meeting.
 - 2. Discuss and test the idea with the City Manager.
- B. **Question on an Agenda Item**
 - 1. Contact the City Manager before noon on Monday before the Council meeting.
 - 2. Discuss your question(s).
 - 3. If the time makes it possible, the City Manager will distribute the information to the Mayor and City Council Members
- C. **Citizen Power Point Presentation at Council Meetings**
 - 1. The citizen should submit the power point by noon on Monday.
 - 2. City Manager will review the power point and determine the appropriateness and timing for the Council meeting.

Protocol 5	Urgent Information
-------------------	---------------------------

Criteria

- A. To be in newspaper or on television
- B. Major injury to a City employee
- C. Major or visible public safety event: fire, police call or incidence, utility break, etc.
 - 1. City Manager will send a text message to all.
 - 2. If you have a question, desire more information or have interest in future actions, contact the City Manager.

Protocol 6	Communications: Council and Staff
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- 1. In general, all information goes to all – Mayor and Council Members – at the same time.
- 2. At the discretion of the City Manager, the information may be shared with the appropriate Council Member.

Protocol 7	Employee Contact
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- A. **Employee Initiated**
 - 1. Ask the question: "Have you talked with your supervisor?"
 - 2. Contact the City Manager and share your conversations.
 - 3. Avoid any discussion of labor contracts or negotiations!
[this could be an unfair labor practice]
- B. **Council Initiated**
 - 1. Keep the interaction social.
 - 2. Recognize the person and their performance: say "thank you" or recognize job well done.
 - 3. AVOID any discussion of City policies, management or operational nature

Protocol 8	Email
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- 1. Any email – be prepared to read in the headlines or see it on television.
- 2. Avoid “reply all.”
- 3. Use the phone on major, sensitive or controversial issues/topics.
- 4. Make sure the information is in the City's system – makes it easier for open record requests.

Policy Discussion Guide

THINK ABOUT . . .

- **Is it Consistent with *OUR VISION*?**
- **Does it Contribute to Achieving *OUR GOAL*?**
- **Is it a *RESPONSIBILITY OF THE CITY*?**
- **Does it *ADD VALUE TO CITIZEN'S LIVES*?**
- **Is it *BEST FOR OUR CITY*?**

(AVOID STARTING WITH SOLUTIONS/ACTIONS)

FOCUS ON . . .

- 1. Problem(s)**
- 2. Issues/Concerns**
- 3. Outcomes**
- 4. Parameters/Guidelines for Policy Development**
- 5. Expectations**

Work Session – Typology

WORK SESSION TYPE I PRE-REPORT	WORK SESSION TYPE II DRAFT REPORTS	WORK SESSION TYPE III BRIEFING
Provide direction and guidance on major issues before staff analysis and report preparation	Refine proposed reports and recommendations prior to formal presentation and action	Brief Mayor and City Council on major issues, upcoming opportunities and operational matters
<p style="text-align: center;"><u>TOPICS:</u></p> <ol style="list-style-type: none"> 1. Define the Problems 2. Identify Issues 3. Establish Parameters and Guidelines 4. Focus on Possible Outcomes 5. Outline Process and Possible Next Steps 6. Decide Whether or Not Worth Pursuing 	<p style="text-align: center;"><u>TOPICS:</u></p> <ol style="list-style-type: none"> 1. Present Background Information 2. Review and Highlights of Analysis and Options 3. Review and Refine Recommendations 4. Finalize Desired Goals and Outcomes 5. Outline Next Steps 	<p style="text-align: center;"><u>TOPICS:</u></p> <ol style="list-style-type: none"> 1. Present Background 2. Discuss Topics 3. Explore City’s Role or Need for Action 4. Focus on Overall Policy Direction and Guidelines

SECTION 6

STRATEGIC PLANNING FOR MIDWEST CITY: GOVERNING WITH DIRECTION

Strategic Planning: Connecting the “Dots”

Strategic planning is not a strategic plan. Strategic planning is developing and institutionalizing a process that connects the "Dots" linking a long term vision and mission of the city with goals for five years and performance expectations to a one year "to do" list for Mayor and City Council, management and the city.

A simple way of conceptualizing this model is to think about taking your city to a trip to the future. One difference is that the city is going on a trip to the future, the question is – who will lead the journey? Will city leaders react to the situation/moment or lead with intention. Strategic planning is a tool for leading to the future. You begin with determining the destination, then selecting the best vehicle for the trip, then making a map to the designation, then fueling the vehicle and selecting the route. Let's begin the journey by defining the "Dots"

CREATING THE "DOTS"

STEP 1: DESTINATION

The destination is the Mayor and City Council's vision for the city's future. Vision is a set of value-based principles that describe the desired future for the city. It is a combination of realism of today, current and untapped assets, and dreams for the future. Each principle is defined by descriptive statements that paint a picture of tomorrow. A true vision is unique for that city, should evoke reactions and feelings, and inspire other community leaders. A city without a true vision is like taking a trip to nowhere.

STEP 2: VEHICLE

The vehicle for the trip to the destination is the city government's mission. The mission is defining the purposes of the city government – why the city should exist and its service responsibilities. Each city government has its own unique mission based upon the state legal framework, the needs of the community and the available resources. The right vehicle is needed if the trip is to be successful.

STEP 3: MAP

The map to the city's destination is a five-year plan. This plan begins by focusing the areas of importance, which become goals. Each goal consists of five-year outcome based objectives, criteria for measuring value to residents, understanding the short/long term challenges and opportunities to achieving the goal, and action ideas for 1-5 years. This plan is the guide to policy development, land use and development planning, master plans for infrastructure and facilities, budget: services and resource allocation, and decision-making. It guides the creation of the city's future.

STEP 4: FUEL

The fuel is the people – the city's managers and employees. The fuel is defined not in octane but in the performance expectations and standards for all city employees. The performance standards are based upon personal values and defined in observable behaviors and actions by managers and employees. Vehicles need the right fuel for a trip to be successful; cities need the right people if they are to be successful in carrying out the mission. The fuel makes the vehicle go, people turn direction and ideas into reality through actions.

STEP 5: ROUTE TO DESTINATION

A map has multiple routes to the destination; a city has many routes to the future. Leaders define the route for the city in the development of an action agenda for the year-an annual work program. The action agenda consists of a policy agenda of the top ten priorities for the Mayor and City Council, a management agenda of the top ten priorities for City management, a management in progress that need full implementation, and major projects that need to complete construction.

The selection of the route provides focus for resources and work activities.

CONNECTING THE "DOTS"

The next step is to take the trip to the future. The decisions and actions by city leaders, managers and employees create the city's future. The "Dots" need to be connected through an ongoing process in order to reach the destination – to realize the vision and to achieve the goals. Let's take the journey by connecting the "Dots".

STEP 6: ITINERARY

The itinerary outlines the daily activities using the map and following the designated route. The itinerary for the city is annual action outlines for each priority and project. The action outline contains: key issues for direction and action, activities, milestones, time frame for completion, key partners and responsible person. Leaders can use the action outlines to guide and monitor work activities and products. When taking a trip, there is always something unexpected. The action outlines need to be modified when anomalies occur. This allows the city to be flexible and resilient in its pursuit of the vision and goals.

STEP 7: TOUR GUIDE

During our trip, everyone has a copy of our Tour Guide. Everyone is expected to know and follow the guide. For the city, it begins with sharing and marketing the strategic plan with the community and with residents through a variety of methods – personal presentations, website, newsletters, etc. It is posting the strategic plan through the city as a daily reminder to all – in departments and in the Council Chambers. Repetition is good, people will remember and use the strategic plan to guide their actions.

STEP 8: TAKING THE TRIP

We take the trip following our map with the designated route and our itinerary. Taking the Trip for the city means using the strategic plan in daily operations, in policy development, and in decision-making.

It is developing and refining organizational processes to maximize capacity by using the strategic plan as a guide. It is managers and employees using it to improve daily work activities. City leaders receive regular performance reports on recent accomplishments, setbacks and obstacles, next steps and areas for adjustment or modification. Taking the trip is an ongoing process if the city is to be successful.

STEP 9: ACHIEVING A MILESTONE AND CELEBRATING

When we have achieved major milestones on our trip or successfully completed activities, we pause and take time to toast and celebrate our success. City leaders and managers need to make the time to recognize the contributions of others who have contributed to the success and to share with residents how the successes have added value to their lives – great convenience, enrichment of lives, protection of property values and neighborhoods. A celebration of the success is a memorable event focusing what we have achieved as a city and energizes us for the next step in our journey to the future.

STEP 10: PREPARING FOR DAY TWO

At the end of the day, we review the past day, look at our map and route, and prepare for the next day. For cities, an annual strategic planning workshop updates the strategic plan and develops a new action agenda for the next year. It is time to prepare a performance report for residents and the community, to discuss individual ideas about the next five years and specifically ideas for actions during the next year, to refine the goals, to have strategic discussions about critical issues and opportunities, and to prepare the action agenda for the next year. We continue to connect the "Dots".

CITIES WITH SUCCESSFUL STORIES

City leaders have connected the "Dots" creating their city's future through bold, courageous decisions and innovative actions. They have stories of success:

ANKENY, Iowa: development of "The District" with park and Police Headquarters, expanded fire service with new station and increased staffing, securing a new interstate interchange at 36th Street and I-35 with future development, upgrade Otter Creek Golf Course with community meeting rooms, developing infrastructure for new schools and new City Center with future City Hall/Library complex.

DUBUQUE, Iowa: has become "Smarter, Sustainable Dubuque" helping residents and businesses to make life choices and saving them money, transformed the Mississippi River front with hotel and convention center and trails, revitalization of Historic Millworks District and Washington Neighborhood attracting IBM into a restored building, developed an "Intercultural Competency Program" increasing the awareness of city employees and the private sector employees to serving an international workforce and diversifying population.

JUPITER, Florida: actively preserving and enhancing "Uniquely Jupiter" through Riverwalk and Jupiter Village developments, attraction of Scripps Clinic and biotech research companies like Max Plank.

NORMAL, Illinois: rebrand "Uptown" with a new Uptown Station consisting of a multimodal transportation center with future high speed rail and City Hall, Marriott Hotel and parking garage, Children's Museum, upgrade and expanded businesses and restaurants, enriched residents lives with a minor league ballpark and new park and trail development, emerging reputation as "EV Town, USA" with the use of electric vehicles see current Mitsubishi television commercial highlighting the Town.

SUGAR LAND, Texas: created Town Center with a New City Hall and Plaza, new Marriott Hotel, headquarters of new businesses and education institutions, variety of quality restaurants and entertainment venues, transforming the old Imperial Sugar Factory area into a minor league base park and mixed used development, developing the Brazos River with University of Houston campus and Time Gate, amphitheater and linear park.

VIRGINIA BEACH, Virginia: revitalize the beachfront with new hotel, boardwalk and community gathering places with events, new streetscapes and upgraded infrastructure, created Town Center with the Sandler Center for the Performing Arts, variety of restaurants, and successful urban living, becoming a "Year-round Resort" with a new, successful Convention Center and world class Virginia Aquarium with eco-tourism opportunities.

WEST SACRAMENTO, California: transformed West Capitol Avenue with City Hall, Library, Community Center and Community College, developed the Sacramento River front with Ralley Field – the premier AAA ballpark, and attracted new retail like IKEA.

WESTMINSTER, Colorado: created new urban developments at The Orchard and Shops at Walnut Creek, acquired the old Westminster Mall and transforming it into a TOD development with a future commuter rail station and mixed used development, secured water for the future.

IMPORTANCE OF STRATEGIC PLANNING

The importance in institutionalizing a strategic planning process for cities can be found in the following:

1. Clear direction and performance standards for managers and employees: they know where we are going and what is expected of them.
2. Financial institutions and bond rating agencies having confidence in the city leadership and decision-making: bond rating, willingness to loan money.
3. Economic expansion and businesses having confidence in the city's future and as a reliable economic partner: willingness to invest in the city.
4. Community organizations having confidence in the city's direction: opportunities to partner with the City: contributing to the community.
5. Citizens having confidence in their city leaders and government's ability to deliver on their promises, respond to changing needs, add value in their daily lives.

KEYS TO A SUCCESSFUL TRIP/JOURNEY

City leaders can take the city to the future by demonstrating the following:

- 1) **DISCIPLINE** to follow and use the strategic planning process in light of pressure to go a different direction;
- 2) **ADVOCACY** to be a cheerleader for the vision and goals, project optimism about the future, get residents excited about the city's future;
- 3) **RESPONSIBLE CHOICES** to make timely decision based upon the vision, goals, plan and the best available data;
- 4) **ACCOUNTABILITY** to take responsibility for actions and results.

City leaders who connect the " Dots" create a better future guided by their vision and goals while others will be guided by political pressure and the moment.

STRATEGIC FRAMEWORK

VISION 2030

“Desired Destination for Midwest City”

PLAN 2020

“Map to Midwest City’s Destination”

EXECUTION

“Route for Next Year”

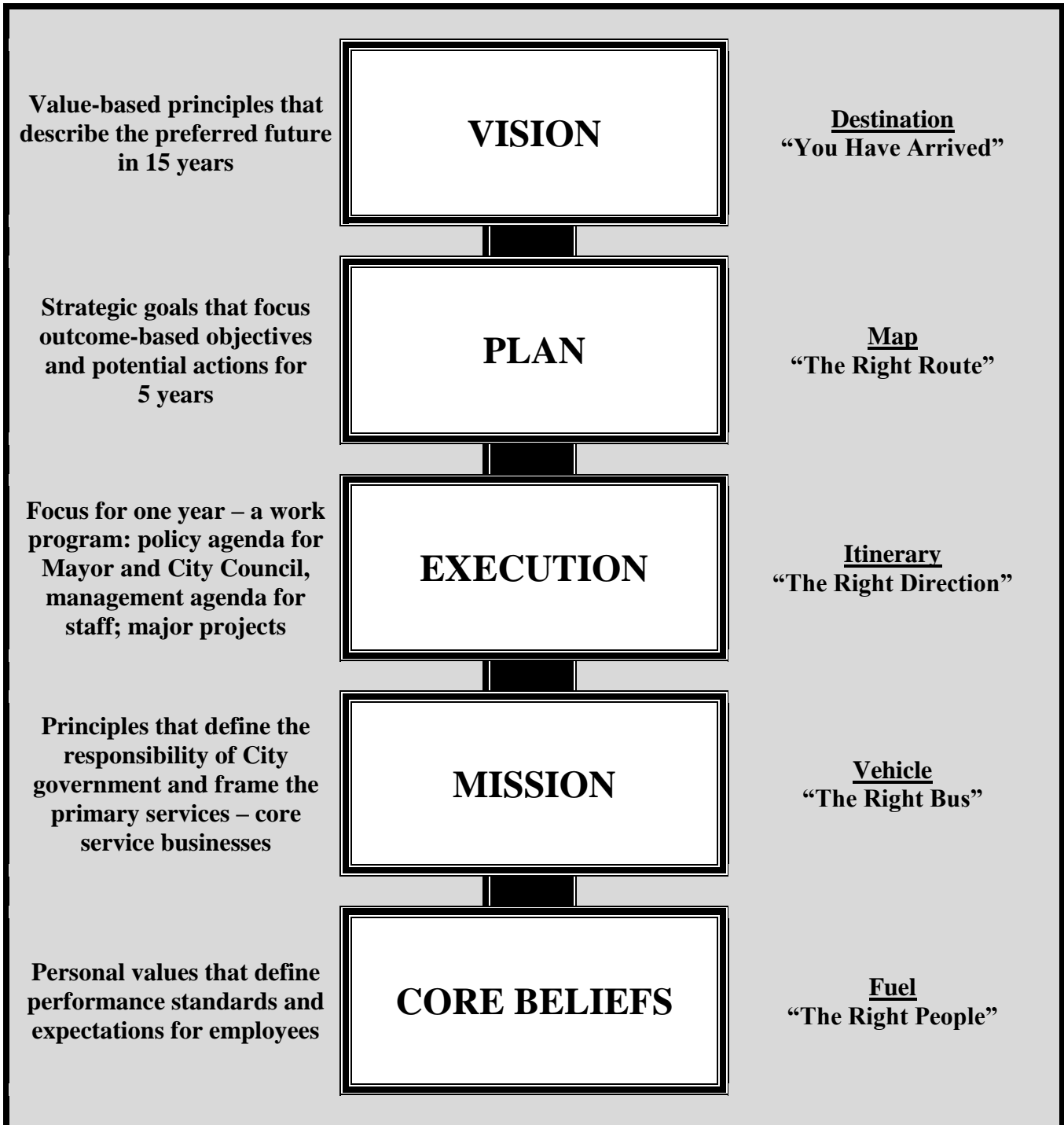
MISSION

“Responsibilities of Midwest City Government”

BELIEFS

“How Midwest City Government Should Operate”

STRATEGIC PLANNING MODEL



Seven Keys to Success

- **Vision and Plan “Tell a Story”**
- **Creating a Corporate Culture**
- **Aligning Practices, Processes and Operations**
- **The Right People**
- **Performance Responsibility and Accountability**
- **Rewarding Performance and Celebrating Successes**
- **Learning and Building Capacity for the Future**

Formulas for Strategic Planning

P	≠	F
Past		Future

<i>FOCUS ON THE FUTURE</i>		

W₁	+	W₂	=	0
Why		What If	Lead to	Nothing

<i>FOCUS ON WHAT → HOW</i>				

S	=	R	-	E
Satisfaction		Reality	Compared To	Expectation

<i>BUILD MOMENTUM THROUGH LITTLE SUCCESSES</i>				

MR	=	R	a₁	F₁
			a₂	F₂
		...		
Maximum Result		Ready	Aim	Fire
			<evaluate>	
			Aim	Fire

<i>HAVE AN END IN MIND – TAKE DECISIVE ACTION</i>				

Leaders Make Responsible Choices

Leaders create the future by making choices. The choices are guided by their vision – a description of their desired future and their goals, which are desired outcomes in five years.

Choices are made when they make decisions on policy direction, service priority and service level, and allocation of resources.

Responsible choices involves:

- Using the vision and goals
- Thinking about potential unintended consequence
- Having a candid discussion
- Making a judgment
- Taking responsibility

Paint a Picture, Tell a Story – Capture Your Residents

Every city struggles with how to get their message to their residents.

WORLD OF INSTANT

Today's reality is that we live in a world of instant – instant communications, instant results. A text message is sent; the sender wants an instant reply. If you do not respond immediately within minutes or seconds, you are seen as unresponsive. You are in a meeting, a workshop or just working on a task, you feel obligated to "double task" by writing a response on your cell phone or iPad. You have no time to think about the message, your response or to consider the context of the original message or the potential consequences of your reply. Everyone has hit the "send" key, and only at later time reread our communication – saying "oh no," I should not have sent it or I did not really mean to send that message. It is too late; the damage is done. With open records today, you need to be prepared to read it in the paper or see it on television. The message was not what was intended.

Many cities have ventured into the social media using Facebook and Twitter or the use of a blast list. We are inundated with constant communications receiving hundreds of "communications" each day. We look at who is the sender or what is the headline – the topic and then make a quick decision on which key to hit: delete or open. If the message does hit us instantly, the message may get lost in the world of delete. If it is opened, we have a second chance to make another quick decision – is this message worth reading making the judgment based upon the length or complexity of the messages. We delete or continue on but at any point hit delete.

The anti-government, the negative 5-20%, the CAVE people (Citizens Against Virtually Everything) are putting the message out in whatever means possible. Their messages concentrate on how "bad" local government is: wasteful spending, destroying personal rights, reducing property values, filling their own pockets through acts of corruption, controlling their daily lives, over taxing for the services received and the overall trust or lack of confidence in city leadership or management. The bottom-line is their messages contain miss or incomplete messages, personal accusations about city officials and in some cases lies. Their message is sensational and in some cases extreme, but does capture the attention of the residents and media. The media loves them giving them more time than the city. They focus on the negative message and see little value or a receptive audience with a positive message.

The instant word is out there on the streets. However, it is unfortunately not the true message that the city wants to get out to the community or the world. The consequences of these negative and misleading messages are: they can drive economic development opportunities away from the city, they can discourage residents from becoming engaged in governance, from running for Mayor or City Council, applying for an opening on a board or commission, or participating in a town hall meeting or talking at a public hearing. They do not want to be associated with the city. The dilemma for cities is how do we capture the residents and get a more accurate message to the "world."

Cities need to "PAINT A PICTURE" or "TELL A STORY" that will capture the attention of the residents.

PAINT A PICTURE

Let's begin by sharing a personal experience. In 2010, I was at the ICMA conference in San Jose. After the conference, we were to meet with friends and enjoy San Francisco before flying home. They picked us up at the airport and instantly asked: "What do you want to do?" After a moment of silence, they suggested the Art Museum, which had a traveling collection of French artists and they had tickets. Not having a better suggestion, we said that is fine. The most important thing for us was to catch up with friends and the activity did not matter. We entered the museum and went down a long hallway to this exhibit. After we gave the docent our tickets, we looked at painting after painting. For me, they were "ok" and getting through the exhibit as quickly as possible was my goal. We turned the corner and entered the area with Van Gogh. I saw the painting "Starry Nights," which I have seen on posters and book covers. I looked at it and got captured. The lights were bright and the painting was vivid. Five minutes later, I found myself still staring at the painting continuing to discover nuances. Two years later, we are still talking about the picture. Not everything in the city can be a "Starry Nights," but cities can paint a picture that people will remember and talk about.

PAINT A PICTURE is creating an image in an individual's mind that becomes a memory or is unique or distinctive. Several days after seeing the picture, it is remembered, shared with others and discussed.

An example is the Town of Normal and their picture is "EV Town, USA". During a goal setting and strategic planning workshop, the Mayor and City Council set as a priority to become EV (electric vehicle) city working with their major employer Mitsubishi. They bought vehicles, installed charging stations, and let residents and employees take a demo vehicle for use during the weekend. They painted a picture with a television ad for Mitsubishi showing the vehicle and showcasing Normal as EV Town USA. Residents are talking about EV and other cities are looking to Normal as a model because of this picture.

TELL A STORY

Again, let me begin by sharing a personal experience. On the death of Steve Jobs and having many Apple products, I was intrigued to learn more about him so I downloaded his biography on my Kindle. I started reading the book and found it fascinating. I am not sure that I gained any insights, but the story was compelling and have discussed the book with others. Steve Jobs may have been the Thomas Edison of our time, but not a model for leadership or management in the 21st century.

TELL A STORY is creating a story about the city – a story that is interesting and readable and a story that the average citizens can relate to their lives. Great prophets use stories to teach a lesson because people would remember them and tell others the story.

An example is the City of Dubuque and their story of "Smarter, Sustainable Dubuque." Six years ago in a goal setting and strategic planning workshop, the Mayor and City Council set as a priority to pursue becoming a sustainable city. Dubuque was successful in attaching a new employer who also shared this goal – IBM. Today the goal is a smarter, sustainable city. The city is telling the story in words and presentations how they are making this a reality. The story focuses not in the city or IBM, but on helping residents to make smart choice in their personal lives that save the money and conserves natural resources. This is a story that residents can relate to and use.

LESSONS FOR OTHER CITIES

Cities need to look for ways to paint a picture – a visual image or to tell a story-a tale of personal interest or relevance. In celebrating a city achievement, do not just cut the ribbon but take the extra steps. For example, a dedication of a Wastewater plant have a ceremonial commode and first flush and distribute a Sludge Bar – Hersey actually makes a sludge bar of chocolate. Residents will take home a memory and tell friends.

Lessons are:

1. Define message – make it personal: neighbors, friends, partners, not stakeholders, citizens.
2. Relate the message to residents' lives: daily experience; value in daily living; enrich their lives, personal interest.
3. Create a unique mental image that is striking and memorable.
4. Remember the message in two days: ask yourself, am I likely to remember this.
5. Make the message simple and short: keep their attention; make it easy to understand.
6. Send the message: physically paint a picture, concept or idea to tell a story.

Leaders get their message out by painting a picture or telling a story.

Midwest City Strategic Framework: 2015 – 2020 – 2030

MIDWEST CITY VISION 2030

Guiding Principles

Safest City in Oklahoma

Community for Families

Choice of Quality Housing

Great Place to Live and Have Fun/Enjoy Life

Easy Mobility and Connection to the Metro Area

Strong Retail Centers Serving Midwest City and the Surrounding Area

GOALS FOR 2020

Financially Sound City

Top Quality Customer Service

Revitalized Commercial/Retail Centers

Upgraded, More Livable Neighborhoods and Housing Stock

ACTION IDEAS FOR 2014 – 2015

1. School Boundaries: Direction
2. Housing Condition Assessment and Upgrade Plan
3. Annexation – East: Directions, Actions
4. Economic Development Director: Position
5. Management/Workforce Succession Planning and Process
6. Hospital: Direction
7. Mall Upgrade or _____: Plan and City Actions
8. Vacant Building Inventory and Plan: Development
9. Storm Water Management and Drainage: Direction and Funding
10. Sewer Plant: Direction
11. Retail Attraction/Retention/Growth Strategy
12. Health Benefits: Evaluation, Direction and Funding
13. Recreation Center/Cost Recovery: Direction
14. Capital Improvement Program: Development And Funding Mechanism
15. Strategic Plan: Development and Institutionalization
16. City Hall: Evaluation, Direction and Plan
17. Community Center: Evaluation, Direction and Plan
18. Public Communication Strategy: Upgrade and Action Plan
19. Automated Meter Reading Program: Completion
20. Crime Reduction Plan: Development and Actions

A

Mayor and City Council Success and Image

► **Mayor and City Council Success means . . .**

1. Making decisions based upon what is best for the community as a whole.
2. Proving Clear direction for the future.
3. Finding solutions to problems.
4. Making Timely decision based upon information and data.
5. Providing clear and consistent direction to the City Manager and City Staff.
6. Getting things done.
7. Acting in a financially responsible manner.
8. Use as plans to guide decisions.
9. Having open and candid communications among Mayor and Councilmember.
10. Having opportunities for informal interaction and team building.
11. Working together as a team.

***The Mayor and City Councilmembers were asked to individually select the "11" most important characteristics that describe their desired image of what success means in the community and with the outside world.

► **Mayor and City Council Image means . . .**

1. Being honest and trustworthy.
2. Responding to residents and businesses concerns.
3. Acting in the best interests of the City and community.
4. Listening to the community – open to ideas and feedback.
5. Being accessible and visible in the community.
6. Delivering upon commitments and promises.
7. Advocacy for the Midwest City's community interests.

***The Mayor and City Councilmembers were asked to individually select the "7" most important characteristics that describe their desired image in the community and with the outside world.

B

House Rules Our Code of Conduct and Civility

► Mayor and City Council Code of Conduct and Civility means . . .

1. Treat others with respect.
2. Act in a friendly and courteous manner, avoid personal attacks or accusations.
3. Represent the City in a positive manner.
4. Listen before judging the person or their ideas.
5. After the decision, support the Mayor and Council's decisions.
6. Show up on time, do your homework before the meeting.
7. Focus on what is best for the city, avoid personal agendas.
8. Speak in a concise manner, avoid grandstanding.

***The Mayor and City Councilmembers were asked to individually select the "8" most important characteristics that describe their image of what their code of conduct and civility means in the community and with the outside world.

Mayor and City Council Protocol Operating Guidelines

Protocol 1	Simple Information
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1. **Contact the department head or City Manager.**
2. Share your request and expectation: method of follow up and time frame.

Protocol 2	Research on a Topic
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1. **Contact the City Manager or Assistant City Managers.**
2. Discuss your requests: the topic, information or analysis desired, format of information, need for overall Mayor and Council direction/concurrence, time frame, next steps.
3. On issues requiring significant staff time or a change in priority or direction, the request may be taken to the Mayor and City Council for discussion and/or direction.
4. Information generated from the request may be shared with the entire Mayor and City Council.

Protocol 3	Citizen Service Request
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- A. **First Contact with the City**
 1. **Listen and take the phone number or email address.**
 2. Refer the citizen to the department head or contact the department yourself.
 3. Refer the citizen to the website and let them know the 3-1-1 app will be available soon.
 4. Share your expectations: do you want to hear about City actions before they occur; do you want to hear about City actions after the actions are completed; or take care of the request and I do not need to hear back.
- B. **Upset about the City Response**
 1. **Contact the City Manager or Assistant City Managers.**
 2. Listen to the citizen without agreeing or confirming – data gathering.
 3. Share your expectations: follow up communication – method and format, time frame.
 4. At the discretion of the City Manager, the information regarding this question may be shared with the entire Mayor and City Council.

Protocol 4	Council Agenda
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- A. **Placing an item on the Agenda**
 - 1. Bring the agenda topic to the City Manager **two weeks** before the regularly scheduled meeting.
 - 2. Discuss and test the idea with the City Manager.
- B. **Question on an Agenda Item**
 - 1. Contact the City Manager **before noon** on Monday before the Council meeting.
 - 2. Discuss your question(s).
 - 3. If the time makes it possible, the City Manager will distribute the information to the Mayor and City Council Members.
- C. **Citizen Power Point Presentation at Council Meetings**
 - 1. The citizen should submit the power point by **noon on Monday**.
 - 2. City Manager will review the power point and determine the appropriateness and timing for the Council meeting.

Protocol 5	Urgent Information
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Criteria

- A. To be in newspaper or on television.
- B. Major injury to a City employee.
- C. Major or visible public safety event: fire, police call or incidence, utility break, etc.
 - 1. City Manager will send a text message to all.
 - 2. If you have a question, desire more information or have interest in future actions, contact the City Manager.

Protocol 6	Communications: Council and Staff
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- 1. In general, all information goes to all – Mayor and Council Members – at the same time.
- 2. At the discretion of the City Manager, the information may be shared with the appropriate Council Member.

Protocol 7	Employee Contact
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- A. **Employee Initiated**
 - 1. **Ask the question:** "Have you talked with your supervisor?"
 - 2. Contact the City Manager and share your conversations.
 - 3. Avoid any discussion of labor contracts or negotiations!
[this could be an unfair labor practice]
- B. **Council Initiated**
 - 1. **Keep the interaction social.**
 - 2. Recognize the person and their performance: say "thank you" or recognize job well done.
 - 3. AVOID any discussion of City policies, management or operational nature.

Protocol 8	Email
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- 1. **Any email** – be prepared to read in the headlines or see it on television.
- 2. Avoid "reply all."
- 3. Use the phone on major, sensitive or controversial issues/topics.
- 4. Make sure the information is in the City's system – makes it easier for open record requests.

Problem Solving and Decision Making

► Characteristics

1. Desire to see tangible and real results.
2. Blend of experience with a quick evaluation of the problem and options for solution.
3. Willingness to make timely and difficult decisions.
4. Willingness to evaluate and adjust when necessary.
5. Experiential and visual learning over passive and presentation by others.
6. Desire to have thorough discussion – put your idea on the table, no surprises.
7. At times impatience with protracted implementation.
8. Frustrated by over analysis or abstract/conceptual planning.
9. Once the decision is made, moving on to the next issue or challenge.
10. Potential tension: amount of data gathering and planning; degree of risk.

► **Keys to Success**

1. Define the problem or issue as a whole Council in a Work Session/Workshop: define the problem, establish parameters for investigation and research, discuss expectations of methodology, etc. (see *WORKSHOP TYPOLOGY: Type 1*)
2. Identify and evaluate “REAL” options for Council consideration and discussion.
3. Go out into the community: on major issue of a physical nature, have the Work Session/Workshop on site; periodically tour the community stopping at selected location, then look, walk and talk.
4. Identify "best practices" or good examples, and evaluate possible application or adaption to Midwest City.
5. Provide to Mayor and City Council brief executive summaries and key policy questions for Mayor and City Council with detailed backup materials.
6. Have candid and open discussions, and at the end summarize/test the Mayor and City Council direction to staff.
7. Engage the community at the right/appropriate time with the purposes to inform and educate, to seek and listen to input, and test the reality in the community.
8. Make a timely decision using data and what is best for the Midwest City community, and explain the decision to the community: the issue, the process and the decision.
9. In six month, evaluate the decision implementation: outcomes, value to the community, achievement of desired outcomes, unintended consequences and learning point; if necessary make adjustments.
10. Provide regular updates to the Mayor and City Council – what has been done, the next steps, key issues needing discussion.
11. Make the time to celebrate – saying "thank you" to others who have contributed, recognizing with the community he success and the value to the Midwest City community.



MIDWEST CITY
MEETING AGENDAS FOR
June 26, 2018

STAFF BRIEFING

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

June 26, 2018 – 6:00 PM

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

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Memorial Hospital Authority meetings for June 26, 2018.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

June 26, 2018 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Public Works Director Vaughn Sullivan
 - Pledge of Allegiance by Councilmember Reed
 - Community-related announcements and comments
- 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 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. (City Clerk - S. Hancock)
 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. (Finance - C. Barron)
 3. Discussion and consideration of accepting the City Manager's Report for the month of May, 2018. (Finance - C. Barron)
 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. (Finance - C. Barron)
 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. (Human Resources - C. Wilson)
 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. (Human Resources - C. Wilson)

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. (Risk Management - L. Smithson)
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. (Risk Management - L. Smithson)
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 a premium rate of \$145,211 for fiscal year 2018-2019. (Risk Management - L. Smithson)
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. (City Manager - G. Henson)
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. (City Clerk - Hancock)
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. (Grants Management - T. Craft)
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. (Grants Management - T. Craft)
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. (Grants Management - T. Craft)
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. (Grants Management - T. Craft)

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. (Neighborhood Services - M. Stroh)
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. (Neighborhood Services - M. Stroh)
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." (Neighborhood Services - M. Stroh)
19. Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2018-2019. (Neighborhood Services - M. Stroh)
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; HydroCad 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,

per copy cost of \$0.00650 per black and white image and \$0.043 per color image; Quinn and 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. (Community Development - B. Harless)

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. (Community Development - B. Harless)
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. (Community Development - P. Menefee)
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. (Emergency Management - M. Bower)
24. Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support. (Fire - B. Norton)
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. (Police - B. Clabes)
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. (Police - B. Clabes)
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. (Police - B. Clabes)
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. (Police - B. Clabes)

- [29.](#) Discussion and consideration of renewing agreement with Midwest Veterinary Hospital in conjunction with the Adopt-A-Pet program for fiscal year 2018-19. (Police - B. Clabes)
- [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. (Police - B. Clabes)
- [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. (Police - B. Clabes)
- [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. (Parks and Recreation - F. Gilles)
- [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. (Parks and Recreation - F. Gilles)
- [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. (Parks and Recreation - F. Gilles)
- [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. (Information Technology - R. Rushing)
- [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. (Information Technology - R. Rushing)

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. (Information Technology - R. Rushing)

D. DISCUSSION ITEMS.

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. (Community Development - B. Harless)
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. (Community Development - B. Harless)
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. (Community Development - B. Harless)
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. (Community Development - B. Harless)
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. (Community Development - B. Harless)
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. (Community Development - B. Harless)
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. (Community Development - B. Harless)
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. (Community Development - B. Harless)

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. (Continued from June 12, 2018 Council meeting.) (Community Development - B. Harless)
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.) (Community Development - P. Menefee)
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. (City Manager - G. Henson)

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 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. (City Manager - G. Henson)
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. (City Manager - G. Henson)
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 (City Manager - T. Lyon).

G. FURTHER INFORMATION.

1. Minutes of the June 4, 2018 Board of Adjustment meeting. (Community Development - B. Harless)
2. Minutes of the June 5, 2018 Planning Commission meeting. (Community Development - B. Harless)

H. ADJOURNMENT.



CONSENT AGENDA



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

Special Midwest City Council Meeting Minutes

May 14, 2018 – 6:30 PM

This meeting was held in the Midwest City Council Chamber in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:35 PM with the following members present: Councilmembers: Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Acting City Clerk Guy Henson. Absent: Susan Eads.

Discussion Items.

1. **Discussion and consideration of a presentation and solicitation of input regarding a proposed General Obligation Bond.** Council, staff, and citizens discussed the proposed bond issues. No action was taken.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 7:58 PM.

ATTEST:

MATT DUKES, Mayor

J. GUY HENSON, Acting City Clerk

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

Special Midwest City Council Meeting Minutes

May 17, 2018 – 6:30 PM

This meeting was held in the Midwest City Council Chamber in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:37 PM with the following members present: Councilmembers: Susan Eads, Pat Byrne, Española Bowen, and Jeff Moore; and Acting City Clerk Guy Henson. Absent: Sean Reed and Christine Allen.

Discussion Items.

1. **Discussion and consideration of a presentation and solicitation of input regarding a proposed General Obligation Bond.** Council, staff, and citizens discussed the proposed bond issues. No action was taken.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 8:15 PM.

ATTEST:

MATT DUKES, Mayor

J. GUY HENSON, Acting City Clerk

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

Special Midwest City Meeting Minutes for the following:

City Council

Municipal Authority

Memorial Hospital Authority

Economic Development Commission

Economic Development Authority

Utilities Authority

May 24, 2018 – 5:30 PM

This meeting was held in the Midwest City Council conference room, 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 5:30 PM with the following members present: Councilmembers: *Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Acting City Clerk Guy Henson. Absent: Jeff Moore. * Councilmember Eads arrived at 6:10 PM.

Discussion Items.

1. **Discussion and consideration of various City and Authority budgets for the 2018-19 fiscal year.** Council and staff discussed individual budgets. Reed made a motion to approve the budget, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
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”).** After discussion, Allen made a motion to approve the agreement, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 7:30 PM.

ATTEST:

MATT DUKES, Mayor

J. GUY HENSON, Acting 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).

Midwest City Council Staff Briefing Minutes

June 12, 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 6:03 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, *Sean Reed and Christine Allen; and City Clerk Sara Hancock. Absent: Jeff Moore.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council for June 12, 2018. Council and Staff made community-related announcements and discussed individual agenda items.

*Councilmember Reed left at 6:44 PM and returned at 6:46 PM.

Mayor Dukes adjourned the meeting at 6:53 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).

Midwest City Council Minutes

June 12, 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 7:06 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and City Clerk Sara Hancock. Absent: Jeff Moore.

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

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

1. Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of May 22, 2018, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Park & Recreation Fund, expenses/Park & Rec (06) \$21,000. Reimbursed Projects Fund, expenses/Neighborhood Services (15) \$800. General Gov't Sales Tax Fund, revenue/Transfers In (09) \$26,831; expenses/Street (09) \$26,831.
3. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$18,000 with Crawford and Associates, P. C. for annual financial statement preparation for the fiscal year ended June 30, 2018.
4. **Discussion and consideration of the approval of a Medical Retirement Application made by Ms. Kathy Spivey through the Oklahoma Municipal Retirement Fund (OMRF).** No action taken.
5. Discussion and consideration of approving a resolution establishing 100% of all fees and taxes from 9-1-1 emergency telephone services to be collected by ACOG for the period July 1, 2018 through June 30, 2019.
6. Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Rose State College to provide dispatching services for the Rose State Security Office from July 1, 2018 through June 30, 2019 for \$27,250.00 per year.
7. Discussion and consideration of approving and entering into a contract for FY 18-19 Convention and Visitors Bureau (CVB) marketing and public relations services with Vann and Associates, in the base amount of \$850.00 per month.
8. Discussion and consideration of renewing a contract, with modifications, for FY 18-19 Portland Cement Concrete with Goddard Concrete.

9. Discussion and consideration of approving and entering into a contract for FY18-19 between the Parks and Recreation Department and Vann & Associates for marketing and public relations services in the amount of \$1500.00 per month.
10. Discussion and consideration of renewing contracts, for FY 18-19 for bermuda grass slab sod, traffic signal maintenance, pavement marking and uniforms.
11. Discussion and consideration of entering into a contract to distribute the Midwest City Visitors Guide in hotel lobbies state-wide for FY 2018/2019 with Certified Folder Display Services, Inc. in the amount of \$4,762.14.
12. Discussion and consideration of entering into a contract to distribute the Midwest City visitors guide by mail through the Oklahoma Tourism and Recreation Commission in the amount of \$1.30 per mailing.
13. Discussion and consideration of accepting grants of Permanent and Temporary Easement from North Star Properties and Investments L.L.C. and Uptownone L.L.C. across certain parcels of land located within the corporate boundaries of Midwest City within the Country Estates and Country Estates Second Additions in Section 10 Township 11 North Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma,
14. Discussion and consideration of approving and entering into a General Mutual Cooperation Agreement with the Board of County Commissioners of Oklahoma County authorizing Oklahoma County to assist with street improvements and tinhorn installation during FY 2017-18.
15. Discussion and consideration of approving and renewing the fire department copier lease and maintenance agreements for fiscal year 2018-19 with Oklahoma Copier Solutions at a rate of \$0.009 per black and white copy and \$0.0525 per color copy and a monthly lease rate of \$97.00 for one (1) Sharp MX-3050.
16. Discussion and consideration of renewing for fiscal year 2018-2019 the contract with GeoSafe in the amount of \$10,000 for software service and integration with CAD to the iPads in fire trucks and Emergency Reporting in the amount of \$11,432 for software service and integration with CAD for records management.
17. Discussion and consideration of the reappointment of Nancy Rice and Cindy Bullen to the Traffic and Safety Commission for additional two-year terms.

Discussion Items.

1. **Public hearing with discussion and consideration of adopting a resolution approving the City of Midwest City, Oklahoma budget for fiscal year 2018-2019 in the amount of \$90,341,880 and establishing budget amendment authority.** Craig Dawkins, 712 Hunters Run, spoke to the Council. Bowen made a motion to approve Resolution 2018-14, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

2. **Discussion and Consideration of Approving an Ordinance Extending the Corporate Limits of the City of Midwest City, Designating the Areas or Tracts Included in Such Extension, Establishing a Zoning District for such Extension, Determining the Majority Owner of Said Extension Has Given Written Consent to Said Extension; Repealing All Ordinances or Parts of Ordinance in Conflict Herewith, Providing That if Any Part or Parts Hereof are Held Invalid or Ineffective the Remaining Portions Shall Not be Affected; and Declaring an Emergency.** After staff and Council discussion, Eads made a motion to approve Ordinance 3338, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried. Eads made a motion to approve the emergency clause, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

3. **Discussion and consideration of taking action on a resolution authorizing the calling and holding of an election in the City of Midwest City, state of Oklahoma, for 1) the purpose of submitting to the registered, qualified electors of said City for the question of the issuance of the general obligation bonds of said City in the sum of fifteen million nine hundred sixty-five thousand and no/100s dollars (\$15,965,000.00), to be issued in series, to provide funds (either with or without state or federal aid) for the purpose of constructing, reconstructing, improving and repairing streets within said City, as authorized by section 27, article x of the constitution and statutes of the state of Oklahoma, and acts complementary, supplementary and enacted pursuant thereto; and for 2) the purpose of submitting to the registered, qualified electors of said City the question of the issuance of the general obligation bonds of said City in sum of five million five hundred sixty thousand and no/100s dollars (\$5,560,000.00), to be issued in series, to provide funds (either with or without state or federal aid) for the purpose of acquiring, constructing, reconstructing, extending, enlarging, improving and repairing the municipal water system within said City to be owned exclusively by said City, as authorized by section 27, article x of the constitution and statutes of the state of Oklahoma, and acts complementary, supplementary and enacted pursuant thereto; and for 3) the purpose of submitting to the registered, qualified electors of said City the question of the issuance of the general obligation bonds of said City in the sum of twenty-one million six hundred thirty-five thousand and no/100s dollars (\$21,635,000.00), to be issued in series, to provide funds (either with or without state or federal aid) for the purpose of purchasing, constructing, equipping, improving, extending, renovating, repairing and beautifying public parks and parklands, cultural and recreational facilities, all to be owned exclusively by said City, as authorized by section 27, article x of the constitution and statutes of the state of Oklahoma, and acts complementary, supplementary and enacted pursuant thereto; and for 4) the purpose of submitting to the registered, qualified electors of said City the question of the issuance of the general obligation bonds of said City in sum of ten million four hundred ninety thousand and no/100s dollars (\$10,490,000.00), to be issued in series, to provide funds (either with or without state or federal aid) for the purpose of acquiring, constructing, reconstructing, improving, remodeling and repairing public safety buildings and facilities and acquiring necessary lands therefor and purchasing and installing public safety equipment all to be owned exclusively by said City, as authorized by section 27, article x of the constitution and statutes of the state of Oklahoma, and acts**

complementary, supplementary and enacted pursuant thereto; and in connection with each of said bonds, the question of levying and collecting an annual tax, in addition to all other taxes, upon all the taxable property in said City for the payment of the interest and principal on said bonds. Greg Neito with The Baker Group spoke with the Council. After discussion, Allen made a motion to approve Resolution 3339 and the Election Proclamation, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

4. **Discussion and consideration of an update concerning residential complaints against the developer of Turtlewood regarding needed repairs to a retaining wall supporting their backyards in the area of the eastern detention pond.** Kathy Fetter of 2430 Turtlewood River Rd., spoke with Council. After discussion, no action was taken.

New Business/Public Discussion. There was no new business or public discussion.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 7:54 PM.

ATTEST:

MATT DUKES, Mayor

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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: June 26, 2018

Subject: 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.

The first supplement is needed to increase budget for construction of Air Depot bus stop pad. The second supplement is needed to increase budget to meet expenses in Parks Department to end of fiscal year. The third supplement is needed to increase budget to meet expenses in Emergency Response Center to end of fiscal year. The fourth supplement is needed to increase budget for transfer from and to Capital Improvement Revenue Bond Fund due to sales tax collections exceeding projection for fiscal year. The fifth through eighth supplements are needed to increase budget for transfers from Hotel Motel Tax Fund to Park & Rec Fund, CVB Fund and Welcome Center Fund due to hotel/motel tax collections potentially exceeding projection for fiscal year. The ninth supplement is needed to budget separation pay for Special Events Coordinator, expenses for Made in Oklahoma Festival contractor and expenses for reconstruction of Reed baseball fields. The tenth supplement is needed to budget for increased utility expenses on the clock tower. The eleventh supplement is needed to budget for sales tax collections exceeding projection for fiscal year.

Christy Barron
Finance Director

SUPPLEMENTS

June 26, 2018

Fund DEDICATED TAX 2012 (065)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
87	Economic Development			4,300	
		0	0	4,300	0
Explanation: Increase budget for construction of Air Depot bus stop pad. Funding to come from fund balance.					

Fund ACTIVITY (115)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
23	Parks			400	
		0	0	400	0
Explanation: Increase budget to meet expenses in Parks Department to end of fiscal year. Funding to come from fund balance.					

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
18	Emergency Response			2,750	
		0	0	2,750	0
Explanation: Increase budget to meet expenses in Emergency Response Center to end of fiscal year. Funding to come from fund balance.					

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	165,000			
00	Transfers Out			165,000	
		165,000	0	165,000	0
Explanation: Increase budget for transfer in from Capital Improvement Revenue Bond Fund and transfer out to Capital Improvement Revenue Bond Fund due to sales tax collections exceeding projection for fiscal year.					

SUPPLEMENTS

June 26, 2018

Fund HOTEL MOTEL TAX (225)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
87	Transfers Out			15,000	
		<u>0</u>	<u>0</u>	<u>15,000</u>	<u>0</u>

Explanation:
Increase budget for transfers out to Park & Recreation Fund, CVB Fund and Welcome Center Fund due to hotel/motel tax collections potentially exceeding projection for fiscal year. Funding to come from fund balance.

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	5,000			
		<u>5,000</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
Increase budget for transfers in from Hotel/Motel Tax Fund due to hotel/motel tax collections potentially exceeding projection for fiscal year.

Fund CVB (046)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	5,000			
		<u>5,000</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
Increase budget for transfers in from Hotel/Motel Tax Fund due to hotel/motel tax collections potentially exceeding projection for fiscal year.

Fund WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	5,000			
		<u>5,000</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
Increase budget for transfers in from Hotel/Motel Tax Fund due to hotel/motel tax collections potentially exceeding projection for fiscal year.

SUPPLEMENTS

June 26, 2018

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec			35,000	
		<u>0</u>	<u>0</u>	<u>35,000</u>	<u>0</u>

Explanation:
To budget separation pay for Special Events Coordinator, contractor for Made In Oklahoma Festival and expenses for reconstruction of Reed baseball fields. Funding to come from fund balance.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Government			500	
		<u>0</u>	<u>0</u>	<u>500</u>	<u>0</u>

Explanation:
To budget for increase in utility expenses for the clock tower. Funding to come from fund balance.

Fund SALES TAX CAPITAL IMPROV (340)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In			75,000	
		<u>0</u>	<u>0</u>	<u>75,000</u>	<u>0</u>

Explanation:
Increase budget for transfer to Capital Improvement Revenue Bond due to sales tax exceeding original fiscal year 2017-2018 projection. Funding to come from fund balance.



The City of MIDWEST CITY

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: June 26, 2018

Subject: Discussion and consideration of accepting the City Manager's Report for the month of May, 2018.

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

Downtown Redevelopment (194) decreased because of the \$687,300 reclassification from escrow to capital outlay.

Golf (197) had an operational gain of \$40,047 in May.

MWC Hospital Authority (425) activities for May:

Compounded Principal (9010) - unrealized gain on investment	\$1,764,789
Discretionary (9050) - unrealized gain on investment	\$317,116
- payment for Sooner Rose Phase II	<\$300,651>

This item is at Council's discretion.

Christy Barron
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending May, 2018
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance	Fund Balance Reserve
9	GENERAL GOVERNMENT SALES TAX	2,239,171	-	1,674,435	1,055,100	(490,364)	564,736	2,239,171	-
10	GENERAL	5,127,838	(130,065)	4,336,960	34,985,878	(34,325,065)	660,813	4,997,773	-
11	CAPITAL OUTLAY RESERVE	923,343	-	910,331	13,012	-	13,012	923,343	-
13	STREET AND ALLEY FUND	1,201,432	-	855,701	523,703	(177,971)	345,731	1,201,432	-
14	TECHNOLOGY FUND	259,609	-	409,613	295,320	(445,325)	(150,004)	259,609	24,684
15	STREET LIGHT FEE	1,053,924	-	522,584	531,341	-	531,341	1,053,924	-
16	REIMBURSED PROJECTS	908,711	(184,121)	547,839	429,567	(252,817)	176,751	724,590	-
17	29TH & DOUGLAS PROPERTY	5,500,000	-	5,434,937	69,166	(4,104)	65,063	5,500,000	-
20	MWC POLICE DEPARTMENT	2,112,599	-	1,246,407	12,490,546	(11,624,354)	866,192	2,112,599	644,347
21	POLICE CAPITALIZATION	408,431	-	890,210	232,941	(714,720)	(481,779)	408,431	-
25	JUVENILE FUND	54,717	-	10,774	107,462	(63,519)	43,943	54,717	5,332
30	POLICE STATE SEIZURES	65,922	-	60,510	11,757	(6,345)	5,412	65,922	-
31	SPECIAL POLICE PROJECTS	79,039	-	73,425	13,004	(7,390)	5,614	79,039	-
33	POLICE FEDERAL PROJECTS	66,517	-	69,900	977	(4,360)	(3,383)	66,517	-
34	POLICE LAB FEE FUND	22,350	-	17,610	12,305	(7,565)	4,740	22,350	-
35	EMPLOYEE ACTIVITY FUND	20,791	(372)	19,641	10,098	(9,320)	778	20,419	-
36	JAIL	125,450	-	130,475	96,884	(101,909)	(5,025)	125,450	-
37	POLICE IMPOUND FEE	209,964	-	197,845	65,867	(53,748)	12,119	209,964	-
40	MWC FIRE DEPARTMENT	1,452,255	(4)	967,831	9,985,184	(9,500,764)	484,420	1,452,251	517,796
41	FIRE CAPITALIZATION	605,353	-	574,356	346,122	(315,125)	30,996	605,353	-
45	MWC WELCOME CENTER	337,120	(155)	351,874	183,801	(198,710)	(14,908)	336,965	9,933
46	CONV / VISITORS BUREAU	166,801	-	166,636	303,035	(302,870)	165	166,801	17,622
50	DRAINAGE TAX FUND	14,578	-	61,453	1,465	(48,340)	(46,875)	14,578	-
60	CAPITAL DRAINAGE IMP	473,759	-	427,064	419,138	(372,443)	46,695	473,759	21,618
61	STORM WATER QUALITY	1,009,679	-	943,553	696,992	(630,866)	66,126	1,009,679	37,141
65	STREET TAX FUND	1,438,431	(2,200)	1,241,274	415,560	(220,603)	194,957	1,436,232	-
70	EMERGENCY OPER FUND	659,775	-	598,793	521,305	(460,323)	60,982	659,775	20,932
75	PUBLIC WORKS ADMIN	309,085	-	291,156	894,824	(876,895)	17,929	309,085	-
80	INTERSERVICE FUND	332,520	-	272,360	2,151,238	(2,091,077)	60,161	332,520	-
81	SURPLUS PROPERTY	341,458	(267,245)	65,589	44,705	(36,081)	8,624	74,212	(-)
115	ACTIVITY FUND	352,530	(309)	335,598	149,558	(132,935)	16,623	352,221	-
123	PARK & RECREATION	637,657	-	641,380	511,906	(515,629)	(3,723)	637,657	-
141	COMM. DEV. BLOCK GRANT	6,039	(10)	6,029	422,591	(422,591)	-	6,029	-
142	GRANTS/HOUSING ACTIVITIES	165,089	(3,500)	159,993	113,167	(111,570)	1,597	161,589	-
143	GRANT FUNDS	92,143	(32,143)	60,000	151,392	(151,392)	-	60,000	-

City of Midwest City
 Financial Summary by Fund
 for Period Ending May, 2018
 (Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance	Fund Balance Reserve
157	CAPITAL IMPROVEMENTS	2,468,927	-	2,286,008	531,558	(348,639)	182,919	2,468,927	-
172	CAP. WATER IMP-WALKER	740,388	-	435,881	428,805	(124,298)	304,507	740,388	-
178	CONST LOAN PAYMENT REV	2,595,824	-	2,047,301	668,092	(119,569)	548,523	2,595,824	-
184	SEWER BACKUP FUND	80,437	-	79,795	1,136	(495)	641	80,437	-
186	SEWER CONSTRUCTION	3,550,549	(175,000)	3,125,875	1,350,311	(1,100,637)	249,674	3,375,549	1,111,650
187	UTILITY SERVICES	538,728	(924)	526,935	1,059,784	(1,048,915)	10,869	537,805	50,769
188	CAP. SEWER IMP.-STROTH	355,165	-	120,773	379,111	(144,719)	234,392	355,165	-
189	UTILITIES CAPITAL OUTLAY	2,070,995	(72,202)	1,606,173	671,582	(278,962)	392,620	1,998,793	-
190	MWC SANITATION DEPARTMENT	2,478,269	-	2,196,682	5,672,177	(5,390,590)	281,587	2,478,269	214,079
191	MWC WATER DEPARTMENT	1,750,432	-	1,227,918	5,775,097	(5,252,583)	522,514	1,750,432	252,832
192	MWC SEWER DEPARTMENT	1,028,869	(135)	1,249,298	4,976,685	(5,197,249)	(220,564)	1,028,734	241,173
193	MWC UTILITIES AUTHORITY	914,836	-	907,294	12,892	(5,350)	7,542	914,836	-
194	DOWNTOWN REDEVELOPMENT	3,008,155	-	4,070,581	1,015,474	(2,077,901)	(1,062,427)	3,008,155	783,950
195	HOTEL/CONFERENCE CENTER	728,635	(617,820)	40,888	4,661,557	(4,591,630)	69,926	110,815	-
196	HOTEL 4% FF&E	817,408	-	885,809	186,462	(254,863)	(68,401)	817,408	-
197	JOHN CONRAD REGIONAL GOLF	79,273	(5,478)	115,510	931,112	(972,826)	(41,715)	73,795	56,561
201	URBAN RENEWAL AUTHORITY	56,967	-	63,260	877	(7,169)	(6,292)	56,967	-
202	RISK MANAGEMENT	4,182,576	(37)	3,625,418	1,904,603	(1,347,482)	557,121	4,182,539	1,804,000
220	ANIMALS BEST FRIEND	73,410	-	95,010	29,242	(50,842)	(21,600)	73,410	-
225	HOTEL MOTEL FUND	-	-	-	527,492	(527,492)	-	-	-
230	CUSTOMER DEPOSITS	1,454,898	(1,454,898)	-	20,249	(20,249)	-	-	-
235	MUNICIPAL COURT	56,112	(56,112)	-	950	(950)	-	-	-
240	L & H BENEFITS	2,238,725	(57,731)	1,784,337	6,755,947	(6,359,289)	396,657	2,180,994	-
250	CAPITAL IMP REV BOND	3,351,383	(52,923,123)	(53,371,923)	13,580,113	(9,779,931)	3,800,182	(49,571,740)	-
269	2002 G.O. STREET BOND	457,237	-	560,306	7,215	(110,284)	(103,069)	457,237	-
310	DISASTER RELIEF	1,329,337	(165,390)	1,231,487	132,000	(199,540)	(67,540)	1,163,947	-
340	REVENUE BOND SINKING FUND	-	-	-	5,112,824	(5,112,824)	-	-	-
350	G. O. DEBT SERVICES	120,903	-	182,275	318,248	(379,619)	(61,372)	120,903	-
352	SOONER ROSE TIF	5,374,090	(16,475,000)	-	40,934	(11,141,844)	(11,100,910)	(11,100,910)	-
353	ECONOMIC DEV AUTHORITY	50,188,111	(49,906,514)	-	281,598	-	281,598	281,598	-
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	90,841,020	(8,015,848)	75,604,656	8,990,159	(1,769,642)	7,220,516	82,825,173	-
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,971,522	(471,522)	2,500,000	58,411	(58,411)	-	2,500,000	(48,411)
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,058,844	(12,900)	8,016,068	4,044,212	(2,014,336)	2,029,876	10,045,944	-
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	5,952,922	(154,711)	4,781,110	3,217,642	(2,200,539)	1,017,103	5,798,213	-
	TOTAL	230,689,024	(131,185,465)	90,568,860	141,601,460	(132,666,758)	8,934,701	99,503,561	5,814,419



The City of MIDWEST CITY

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: June 26, 2018

Subject: 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.

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

Christy Barron
Finance Director

Attachment: Gano Coleman Contract

SOLE SOURCE AGREEMENT FOR INDEPENDENT AUDIT MANAGEMENT SERVICES

This Agreement for independent audit management services is made and entered as of the date hereinafter set out by and between The City of Midwest City, a municipal corporation (City), and Gano Coleman, CPA, PLLC, an Oklahoma professional limited liability company domiciled and with its principal place of business at 5801 Whitetail Run, Edmond, OK 73013, and hereinafter referred to as "Contractor".

WITNESSETH

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

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

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

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

1. Terms of agreement

This Agreement will become effective July 1, 2018 and will be in effect until June 30, 2019. The Agreement will be renewable for four (4) additional years, subject to annual appropriations, if agreed to by both parties.

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

2. Services

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

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

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

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

3. Scope of Work

3.1.0 Contractor shall:

- 3.1.1 Be approved by the OTC and appointed as an agent of the OTC for purposes of the audit.
- 3.1.2 Perform audit examinations for City based on Oklahoma Statutes, OTC interpretations, OTC policy and auditing standards, local laws and ordinances. The OTC and City shall approve said audit examinations performed on the City's behalf in writing on a case by case basis prior to any Contractor contact with taxpayer for any audit whether originated by City or another City that Contractor has contracted with. In addition, City shall approve said examinations in writing on case by case basis prior to any Contractor contact for other local taxes. Contractor shall proceed with an audit only upon written authorization from the City Finance Director or designee. Work on any audit may be suspended or terminated by the City upon issuance of a written STOP WORK order sent certified mail to Contractor.
- 3.1.3 Contractor shall expend no more than five (5) hours on the discovery phase prior to each audit, wherein Contractor shall determine whether there is a potential tax liability due to the City. Contractor shall not extend the discovery phase beyond five (5) hours if said determination indicates liability to the City of less than \$450.
- 3.1.4 Perform audits in a fair and impartial manner in compliance with Oklahoma Statutes, OTC interpretations, OTC policy, auditing standards stipulated by the OTC and/or City, and local laws and ordinances.

- 3.1.5 Provide City with quarterly progress reports (see Section 3.2.7) and the prepared City audit package (see Section 3.2.3).
 - 3.1.6 Utilize an audit program, which complies with Oklahoma Statutes, OTC regulation and OTC policy. Audit programs of other local taxes will comply with local laws and ordinances.
 - 3.1.7 Promptly document, revise, amend and verify its taxpayer audit package. Respond to reasonable OTC audit review requests on a timely basis.
- 3.2.0 Manner of Service Provision:
- 3.2.1 The scope of Contractor work is to:
 - a. Attest to the taxpayer's compliance with the various taxing statutes of the State of Oklahoma, the corresponding rules and regulations, and policies of OTC and local laws and ordinances.
 - b. Determine the tax adjustment amount if taxpayer is not in compliance.
 - c. Verify, detail and deduct from taxes assessed legally refundable overpayments made directly via tax return to OTC and/or City during the audit period, as allowed by OTC and/or City policy. The Administrator of OTC has final authority on the interpretation of sales and/or use tax audit adjustments. The Finance Director of City has final authority on interpretation of local tax audit adjustments.
 - 3.2.2 Exit conferences, as needed, will be performed in accordance with OTC and/or City policy.
 - 3.2.3 Prepared City audit package shall include:
 - a. Computerized exhibit(s) reflecting all adjustments by month as allowed by State Statute, OTC regulation and policy, local laws and ordinances. Additional documentation supporting audits or local laws and ordinances may be required as determined by Finance Director of City as long as documentation is not in violation of OTC policy.
 - b. An invoice for services rendered indicating the number of hours spent on the audit, the appropriate hourly rate and all reasonable expenses incurred.
 - 3.2.4 Contractor shall maintain any audit files or records relating to a City funded audit for not less than five (5) years from the date of final determination on the audit by the OTC. Contractor shall promptly provide

the exhibits, detailed audit schedules, comments, and relevant work papers to the City upon request. City acknowledges the requirements of Section 205 of Title 68 of the Oklahoma Statutes regarding the confidential character of sales and/or use tax records.

- 3.2.5 Contractor shall (as requested by OTC) provide full support of all audit assessments during the assessment process and/or litigation unless and until this Agreement is terminated by either party.
- 3.2.6 Contractor shall meet the requirements of any new or amended State statutes, rules, or regulations having an effect upon the conduct or results of the audits.
- 3.2.7 Contractor shall provide quarterly progress reports on the status of all open audits. An audit will not be considered closed by the City until the receipt of any assessment due and/or the OTC has made a final determination regarding the audit. This report shall include, but not be limited to, the following:
 - a. Estimated percentage completed and expenses incurred on audits in progress.
 - b. Audits submitted to and accepted by the OTC pending initial action, including dates submitted and accepted. Total amount assessed as submitted to the OTC.
 - c. Status of audits accepted by the OTC pending final resolution.
 - d. Other information as agreed upon by City and Contractor.
- 3.3.0 City shall be available for consultation with Contractor at a reasonable time and place to be mutually agreed upon for the purpose of discussing matters pertinent to the expeditious performance of work.
- 3.4.0 City agrees to make every reasonable effort to expedite all aspects of the audit request/approval process.
- 3.5.0 City agrees to provide Contractor with data, records, and information, which would facilitate identification of delinquent taxpayers.

4. Compensation

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

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

One taxing jurisdiction	\$90
Two or more taxing jurisdictions	\$70

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

Time will be recorded in six-minute intervals (0.1 hours). There shall be no contingency fees. Hourly rates shall be payable by the City to Contractor within 30 days of City's receipt of Contractor's invoice, regardless of recovery.

Invoices will be sent from Contractor to each City following the completion of each audit and the acceptance of the audit by the OTC and will include hours worked multiplied by the applicable rate, name of party providing services, date services were performed, description of services and field audit number. The prepared City audit package will be sent to City when the OTC audit review approves the audit report and in a continuous nature as work is completed.

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

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

5. Negotiated Settlements

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

6. Conflicts of Interest

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

7. Confidentiality of Tax Records and Findings of Contractor

Contractor acknowledges the requirements of Section 205 of Title 68 of the Oklahoma Statutes regarding the confidential character of tax records and agrees to abide by these

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

8. Access to Records

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

9. Authorization: Access to Tax Information

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

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

10. Inspection and Audit

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

11. Administration

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

12. Effect

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

13. Non-Discrimination

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

14. Indemnification

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

15. Insurance Requirements

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

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

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

- A. Deductibles: All deductibles must be approved by the City, and upon request, Contractor shall provide a bond guaranteeing Contractor's payment of all deductibles.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Contractor's self-insured retention.

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

- (1) Worker's Compensation and Employer's Liability Insurance. The Contractor asserts the Contractor is a single member Professional Limited Liability Company who has no employees, and as such is not subject to the provisions of the Administrative Worker's Compensation Act, pursuant to the definitions found under Title 85A, Chapter 1, Section 2, 18. b. (7).
- (2) Commercial General Liability. The contractor shall provide and maintain commercial general liability insurance of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 general annual aggregate, including damages because of bodily injury and property damage, contractual liability, products and completed operations liability and personal and advertising injury.
- (3) Professional Liability Insurance. The Contractor shall provide and maintain professional liability insurance evidencing Contractor's coverage in an amount not less than \$175,000.

- B. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent or her/his designee prior to execution of this contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s).
- C. Cancellation. There may be no termination or non-renewal of such insurance coverage by Contractor without obtaining other insurance meeting the requirements in Section 15, or reduction in coverage below the required minimums of such insurance coverage by Contractor.

The Contractor authorizes the City and its participating trusts to confirm all information so furnished as to the Contractor's compliance with its bonds and insurance requirements with the Contractor's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the Contractor shall repay and reimburse such damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this

contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

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

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

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

16. Laws

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

17. Venue of Actions

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

18. Notices

Notices to the City shall be in writing, personally served or sent by registered mail to the :
Finance Director
The City of Midwest City
100 N Midwest Boulevard
Midwest City, OK 73110

or to such other official address as the City may from time to time specify in writing. Notice to Contractor shall be in writing, personally served or sent by registered mail to Contractor's address:

Gano Coleman, CPA, PLLC
5801 Whitetail Run
Midwest City, OK 73013

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

19. Complete Agreement

This agreement and attached exhibits express the entire understanding and complete agreement of the City and Contractor concerning the subject matter hereof and all agreements of the City and Contractor with each other, and neither the City nor Contractor has made or shall be bound by any agreement or any representation of the other concerning the subject matter hereof which is not set forth in this agreement.

20. No Waiver or Modification

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

21. Assignment

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

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

THE CITY OF MIDWEST CITY

MAYOR

ATTEST (Seal)

City Clerk

GANO COLEMAN, CPA, PLLC

Gano Coleman
By: _____

Owner
Title: _____

REVIEWED for form and legality:

City Municipal Attorney



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

Memorandum

TO: Honorable Mayor and Council

FROM: Catherine Wilson, Human Resources Director

DATE: June 26, 2018

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of May 2018.

This is a staff update

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a long horizontal flourish extending to the right.

Catherine Wilson, Human Resources Director

FISCAL YEAR 2017-2018	**Jul -17**	Aug - 17	Sep - 17**	*Oct - 17*	Nov - 17	Dec - 17	*Jan - 18*	Feb - 18	Mar - 18**	Apr - 18	*May - 18*	Jun - 18
PLAN INCOME												
Budgeted (MTD)	583,812	583,812	875,718	583,812	583,812	583,812	583,812	583,812	875,718	583,812	583,812	583,812
Actual (MTD)	549,884	581809	762314	573509	575591	584948	639,389	575734	780330	582,690	593056	
Budgeted (YTD)	583,812	1,167,624	2,043,342	2,627,154	3,210,966	3,794,778	4,378,590	4,962,402	5,838,120	6,421,932	7,005,744	
Actual (YTD)	549,884	1,131,693	1,894,007	2,467,516	3,043,107	3,628,055	4,267,444	4,843,178	5,623,508	6,206,198	6,799,254	
PLAN CLAIMS/ADMIN COSTS	**Jul -17**	Aug - 17	Sep - 17	*Oct - 17*	Nov - 17	Dec - 17	*Jan - 18*	Feb - 18	Mar - 18	Apr - 18	*May - 18*	Jun - 18
Budgeted (MTD)	583,489	583,489	875,235	583,489	583,489	583,489	583,489	583,489	875,235	583,489	583,489	583,489
Actual (MTD)	570,148	531,432	564,791	564,182	535,313	709,157	594992	427,810	594,358	566,711	655,998	
Budgeted (YTD)	583,489	1,166,978	1,731,769	2,295,951	2,831,264	3,540,421	4,135,413	4,563,223	5,157,581	5,724,292	6,380,290	
Actual (YTD)	570,148	1,101,580	1,666,371	2,230,553	2,765,866	3,475,023	4,070,015	4,497,825	5,092,183	5,658,894	6,314,892	
EXCESS INCOME vs. EXPENDITURES	**Jul -17**	Aug - 17	Sep - 17	*Oct - 17*	Nov - 17	Dec - 17	*Jan - 18*	Feb - 18	Mar - 18	Apr - 18	*May - 18*	Jun - 18
Budgeted (MTD)	323	323	483	323	323	323	323	323	483	323	323	323
Actual (MTD)	-20,264	50,377	197,523	9,327	40,278	-124,209	44,397	147,924	185,972	15,979	-62,942	
Budgeted (YTD)	323	646	311,573	331,203	379,702	254,357	243,177	399,179	680,539	697,640	625,454	
Actual (YTD)	-20,264	30,113	227,636	236,963	277,241	153,032	197,429	345,353	531,325	547,304	484,362	
FISCAL YEAR 2016-2017	Jul -16	Aug - 16	Sep - 16**	Oct - 16	Nov - 16	Dec - 16	Jan - 17	Feb - 17	Mar - 17**	Apr - 17	May - 17	Jun - 17
PLAN INCOME												
Budgeted (MTD)	572,353	572,353	572,353	572,363	572,363	572,363	572,363	572,363	572,363	572,363	572,363	572,363
Actual (MTD)	531,527	538,079	727,097	538,294	539,198	539,768	552,582	539,534	725,689	540,627	542,944	659,736
Budgeted (YTD)	572,353	1,144,706	1,717,059	2,289,422	2,861,785	3,434,148	4,006,511	4,578,874	5,151,237	5,723,600	6,295,963	6,868,326
Actual (YTD)	531,527	1,069,606	1,796,703	2,334,997	2,874,195	3,413,963	3,966,545	4,506,079	5,231,768	5,772,395	6,315,339	6,975,075
PLAN CLAIMS/ADMIN COSTS	Jul -16	Aug - 16	Sep - 16	Oct - 16	Nov - 16	Dec - 16	Jan - 17	Feb - 17	Mar - 17	Apr - 17	May - 17	Jun - 17
Budgeted (MTD)	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896
Actual (MTD)	629,294	570,126	572,340	694,343	537,963	524,514	696,790	430,232	443,512	511,423	713,962	526,785
Budgeted (YTD)	559,896	1,119,792	1,679,688	2,239,584	2,799,480	3,359,376	3,919,272	4,479,168	5,039,064	5,598,960	6,158,856	6,718,752
Actual (YTD)	629,294	1,199,420	1,771,760	2,466,103	3,004,066	3,528,580	4,225,370	4,655,602	5,099,114	5,610,537	6,324,499	6,851,284
EXCESS INCOME vs. EXPENDITURES	Jul -16	Aug - 16	Sep - 16	Oct - 16	Nov - 16	Dec - 16	Jan - 17	Feb - 17	Mar - 17	Apr - 17	May - 17	Jun - 17
Budgeted (MTD)	12,457	12,457	12,457	12,467	12,467	12,467	12,467	12,467	12,467	12,467	12,467	12,467
Actual (MTD)	-97,767	-32,047	154,757	-156,049	1,235	15,254	-144,208	109,302	282,177	29,204	-171,018	132,951
Budgeted (YTD)	12,457	24,914	37,371	49,838	62,305	74,772	87,239	99,706	112,173	124,640	137,107	149,574
Actual (YTD)	-97,767	-129,814	24,943	-131,106	-129,871	-114,617	-258,825	-149,523	132,654	161,858	-9,160	123,791

May 11/FY 2018:\$2,177,027
 May 11/FY 2017 \$1,651,315
 May 11/FY 2016 \$1,585,650
 May 11/FY 2015 \$2,013,003

SEPT. AND MARCH HAVE 3 PAYROLLS

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



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

Memorandum

Date: June 26, 2018

To: Honorable Mayor and Council

From: Catherine Wilson, Human Resources Director

Re: 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.

Ms. Stacey Stephens has assisted the Police Department and other City employees or family members with issues specific to Post Traumatic Stress Syndrome (PTSD). Ms. Stephens specializes in Critical Incidents and has work with other Municipalities. By adding her to the program we are providing our employees with a choice of LPCs which is an additional benefit to all city employees.

Ms. Stephens has agreed to provide her services at the same rates as our current EAP Counselor these rate 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 current FY 2017/2018 we will be adding approximately \$4,140.00 to the L&H expenses.

The Employee Assistance Program is required by law of employers who perform random substance abuse testing as we do. The services provided continue to be well received and utilized by our employees and their family members.

Types of services the City, the employees and their family members have used have included fitness for duty exams, return to work counseling, following drug or alcohol offenses, traumatic disorder counseling, family counseling, and financial counseling.

Staff recommends approval.

A handwritten signature in black ink that reads "Catherine Wilson". The signature is written in a cursive style with a long, sweeping tail.

Catherine Wilson, MPA

HR Director

**CONTRACT TO PROVIDE EMPLOYEE ASSISTANCE
PROGRAM AND RELATED SERVICES**

This contract is made by and between the City of Midwest City, Oklahoma, hereafter referred to as CMC and Stacey A. Stephens, Licensed Professional Counselor (LPC), hereafter referred to as Stacey Stephens, LPC.

Stacey Stephens, LPC hereby agrees to provide services to CMC via an Employee Assistance Program, also referred to as an EAP, for the employees of CMC.

The provision of the services will follow the guideline as outlined below:

1. Stacey Stephens, LPC will provide an educational program to the employees of CMC concerning the merits of the EAP and the procedure for securing its services. A description of services will be provided to employees by Stacey Stephens, LPC and is attached hereto and labeled as Attachment A.
2. Stacey Stephens, LPC will provide assessment and referral services for employees that either volunteer to access the EAP or employees mandated to access the EAP services including not more than six (6) counseling sessions with an option to extend services for two additional sessions in situations where resolution is thought to be within the two session extension. For extended services Stacey Stephens, LPC may bill third party or utilize private pay for extended services.
3. Stacey Stephens, LPC will provide reports to CMC concerning the number of persons using the program and the range of referral reasons for services. A description of the reports, which will be provided to CMC under this contract attached hereto and labeled as Attachment B.
4. Stacey Stephens, LPC will provide guidance for complying with the Federal Drug Free Workplace Act and other state, local or federal requirements that may be issued during the term of the contract.
5. Stacey Stephens, LPC agrees to indemnify, defend and hold harmless CMC, its officers, employees and agents from and against all losses, costs, expenses, including attorney's fees, claims, suits and judgments, whatsoever, in connection with injury to, or death of, any persons, or loss of or damage to property resulting from any and all operations performed by Stacey Stephens, LPC, its officers, employees and agents under any of the terms of this contract.
6. At any time during the term of this contract that Stacey Stephens, LPC has personnel doing work and furnishing necessary labor or services arising from this contract, the CMC must be fully protected by Stacey Stephens, LPC have the following:
 - a. Worker's Compensation Insurance as required by law, and Stacey Stephens, LPC shall require any and all subcontractors to similarly provide Worker's Compensation Insurance for all of the latter's employees who are engaged in such work unless such employees are covered by the protection afforded by Stacey Stephens, LPC insurance.

- b. Liability insurance, applicable to performance of the contract in an amount not less than one hundred thousand (\$100,000.00) to any claimant for any claim for injury to any person, including death or property damage, and one million dollars (\$1,000,000.00), for any number of claims arising out of a single event or occurrence, which may arise in the course of Stacey Stephens, LPC performing work or services under this contract for CMC.
7. Should any of the required insurance policies be canceled, non-renewed, or materially modified before the expiration date, the issuing company will provide thirty (30) days written notice to CMC before the expiration, modification or cancellation date of said policy or policies.
8. The relationship of CMC and Stacey Stephens, LPC is that of an independent contractor. This contract does not establish, nor is it intended to establish, a principal-agent relationship.
9. This contract may be terminated by either CMC or Stacey Stephens, LPC should any party fail to perform any of the obligations described herein. Provided that, prior to terminating this contract, the party seeking to terminate the contract shall provide written notice of the default to the party in default and the party in default shall have thirty (30) days after the receipt of the notice of the default to cure the alleged default. If the default is cured prior to the expiration of the thirty (30) days after receipt of the notice of default, the contract shall not be terminated because of a failure to perform an obligation under this contract.
10. This contract may be terminated by either party, CMC or Stacey Stephens, LPC for any reason whatsoever by providing ninety (90) days written notice to the other party prior to the expected termination date.
11. All notices, communications and contacts required by this contract shall be written and shall be made by hand delivering or depositing in the United States mail, return receipt requested, to the following:

If to Stacey Stephens, LPC
Stacey Stephens, LPC
1605 N. Harrison
Shawnee, OK 74804

If to CMC
Catherine Wilson
Human Resources Director
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110


12. This contract shall not be assigned, transferred or modified without the written consent of both CMC and Stacey Stephens, LPC.
13. CMC agrees to provide Stacey Stephens, LPC with a bi-annual roster of full-time employees.

14. Stacey Stephens, LPC agrees to provide the services described for the amount of two dollars and twenty-five cents (\$2.25) per month full-time employee. Stacey Stephens, LPC also agrees to provide services to employees who have been mandated by CMC for one hundred six dollars and eighty-three cents (\$106.83) which is the initial assessment and sixty-two dollars and forty-four cents (\$62.44) for each additional session. Stacey Stephens, LPC will provide monthly invoices setting forth the services performed and charges for those services to CMC, and CMC shall pay submitted invoices within thirty (30) days of receipt of the invoice.
15. The term of this contract is for the FY 2018/2019 to be effective July 1, 2018 through June 30, 2019.
16. Any agreement to extend or renew this contract will require both parties to agree to stated terms and any modifications, and enter into a new, extended or modified contract.
17. This is a lawful and binding contract entered into subject to the laws of the State of Oklahoma.
18. Wherefore, in agreement to the mutual terms, conditions, covenants and obligations set forth above, the parties have set forth their hands below on the 26 day of June 2018.

CITY OF MIDWEST CITY, INC.

Stacey A. Stephens, LPC

Matthew D. Dukes II, Mayor
City of Midwest City, OK



Stacey A. Stephens, LPC
Licensed Professional Counselor

ATTEST:

APPROVED

as to form and legality _____ day of _____ 2018

City Clerk

Philip W. Anderson, City Attorney

ATTACHMENT "A"

In order to provide the quality Employee Assistance program services to the employees and family members of CMC, Stacey Stephens, LPC agrees to provide the following services:

1. Assessment/evaluation, referral to appropriate community service providers, and/or short-term counseling not to exceed six (6) sessions unless third party or private pay arrangement are made.
2. Services are applicable to the employee and members of their immediate household. Services will be made available to youth and families of the referred employee to ensure the most appropriate and comprehensive service plans which are utilized to establish employee and family well-being.
3. Stacey Stephens, LPC will provide follow-up no more than six months following the last session of the employee.
4. Stacey Stephens, LPC will provide management consultation to supervisors regarding problem employees on the phone or in person at Stacey Stephens, LPC office.
5. Stacey Stephens, LPC will maintain accurate records of EAP participants in accordance with all applicable state and federal statutes regarding confidentiality.
6. Twenty-four hour answering service is available in case of employee crisis.

ATTACHMENT "B"

REPORTING: Stacey Stephens, LPC shall report the following information on a quarterly basis to CMC:

1. The number of employees or family members seen with demographic data.
2. The type of referrals, issues or problems, if necessary.
3. The average number of sessions utilized.



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / 405.739.1268

MEMORANDUM

TO: Honorable Mayor and Council

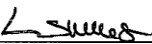
FROM: Lynn Smithson, Risk Manager

DATE: June 26, 2018

RE: 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.

Attached is a public entity excess liability insurance proposal with OneBeacon Government Risks for the City of Midwest City's general liability self-insurance plan for the 2018-2019 fiscal year. The self-insured retention for the City is \$250,000 per occurrence.

Staff recommends approval.



Lynn Smithson
Risk Manager



Liability Coverages

	2017-2018	2018-2019
General Liability		
General Aggregate	4,000,000	4,000,000
Products/Completed Operations Aggregate	4,000,000	4,000,000
Coverage A Bodily Injury and Property Damage		
Each Occurrence	2,000,000	2,000,000
Self-Insured Retention Each Occurrence	250,000	250,000
Coverage B Personal and Advertising Injury		
Each Occurrence	2,000,000	2,000,000
Self-Insured Retention Each Occurrence	250,000	250,000
Damage to Premises Rented to You Each Occurrence	2,000,000	2,000,000
Coverage C Health Care and Social Services		
Each Wrongful Act	Not Covered	Not Covered
Medical Expense	Not Covered	Not Covered
Sexual Abuse		
Each Occurrence	1,000,000	1,000,000
Premium	\$26,173	\$25,624
Terrorism Premium	\$785	\$769

Professional Liability		
Public Officials Errors & Omissions		
Each Wrongful Act	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Retro Date 07/01/2008		
Public Officials Employment Practices		
Each Offense	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Retro Date 07/01/2008		
Public Officials Benefits Administration		
Each Offense	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Retro Date 07/01/2008		
Law Enforcement Liability		
Each Wrongful Act	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Premium	\$60,390	\$67,961

Automobile Liability		
Liability	2,000,000	Not Taken
Self-Insured Retention	250,000	
Hired Excess Auto Liability	Covered	
Non-Owned Auto Liability	Covered	
Broad Form Endorsement		
All Owned Vehicles		
Premium	\$23,378	

Removing the Automobile Liability coverage resulted in the removal of the package discount with One Beacon. The overall rate increase for the remaining coverages is 8.1%

Premium Including Terrorism	110,726	94,354
Comparison of Premiums		
General Liability	26,958	\$26,393
Professional Liability	60,390	\$67,961
Difference	87,348	\$94,354



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / 405.739.1268

MEMORANDUM

TO: Honorable Mayor and Council

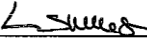
FROM: Lynn Smithson, Risk Manager

DATE: June 26, 2018

RE: 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.

Attached is an excess workers compensation proposal from Midwest Employers for the City's workers compensation self-insurance plan for the 2017-2018 fiscal year.

Staff recommends approval.



Lynn Smithson
Risk Manager

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

Renewal Comparision		
	<u>2017-2018</u>	<u>2018-2019</u>
Specific & EL Retention	\$450,000	\$450,000
Specific & EL Retention - 7710	\$500,000	\$500,000
Specific & EL Retention - 7720	\$500,000	\$500,000
Aggregate Limit	\$1,000,000	\$1,000,000
Estimated Aggregate Retention	\$1,727,070	\$1,974,835
Minimum Aggregate Retention	\$1,692,529	\$1,935,338
Estimated Policy Period Premium	\$194,247	\$199,966



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

To: Honorable Mayor and Council

From: Lynn Smithson, Risk Manager

Date: June 26, 2018

RE: 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.

Attached is the declaration page for the property policy for the City of Midwest City.

This fiscal year the City is insuring in excess of \$177 million in buildings and contents. This is a rate of \$.17 cents per hundred dollars of value for all scheduled property.

Also attached is the declaration page for the auto and equipment physical damage, and auto liability policy.

If you have any questions regarding the City's property, and auto insurance program, please feel free to contact me at 739-1237.

Staff recommends approval.

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

Lynn Smithson
Risk Manager



3650 S. Boulevard • Edmond, OK 73013 • omag.org
 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan
 Declarations Page

1. PLAN MEMBER CITY OF MIDWEST CITY AGREEMENT NUMBER
 and Mailing Address 100 N. MIDWEST BLVD. PRO 1400499 01
 MIDWEST CITY OK 73110

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
 From 07/01/2018 to 07/01/2019

3. The Plan Member is a(n) MUNICIPALITY

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

<u>COVERAGE</u>	<u>PREMIUM</u>
COMMERCIAL PROPERTY COVERAGE	
Buildings and Business Personal Property, per schedule	Limit: \$177,268,082 \$262,152
Mobile Equipment, per schedule	Limit: \$0 \$0
Leased/Rental Equipment	Limit: \$0 \$0
Miscellaneous Equipment, per schedule	Limit: \$0 \$0
Fine Arts, per schedule	Limit: \$148,300 \$890
Builders' Risk	Limit: \$0 \$0
EXCESS COVERAGE	
Business Income \$4,975,000 per occurrence \$4,975,000 per location	\$12,438
Accounts Receivable \$75,000 on premises \$85,000 off premises	\$213
Valuable Papers \$75,000 on premises \$90,000 off premises	\$225
Theft/Disappearance \$0 inside \$0 outside /Destruction	\$0
Earth Movement (Subject to \$100,000 Deductible) Excess Limit: \$10,000,000	\$4,609
EQUIPMENT BREAKDOWN COVERAGE	
Excluding Electrical Power Generating Equipment, per schedule	Included
Including Electrical Power Generating Equipment, per schedule	Excluded
TOTAL PREMIUM	\$280,527

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

Jonathan D. Woods

OMAG Representative

06/04/2018
 Date



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Liability Protection Plan
Declarations Page

1. PLAN MEMBER **CITY OF MIDWEST CITY** AGREEMENT NUMBER
and Mailing Address **100 N. MIDWEST BLVD.** **GLA 1400531 01**
MIDWEST CITY OK 73110

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From **07/01/2018** to **07/01/2019**

3. The Plan Member is a(n) **MUNICIPALITY**

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

<u>COVERAGE</u>	<u>PREMIUM</u>
GENERAL LIABILITY (PARTS I, IV, AND V)	
A. Bodily Injury	\$0 Coverages A,B,C,D,I,J,K,L
B. Property Damage	
C. Personal Injury	
D. Errors and Omissions	
E. Defense Reimbursement	
I. Pollution Damage	
J. Defense Reimbursement	
K. Cyber / Data Breach	
L. Uncovered Employment Defense	
<input type="checkbox"/> Prior Acts Coverage	
AUTOMOBILE LIABILITY (PART II)	
E. Bodily and Personal Injury	\$57,488
F. Property Damage	Coverages E,F
<input checked="" type="checkbox"/> Hired and Non-owned Automobile Coverage	\$159 Hired and Non-owned
AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)	
G. Automobile Physical Damage	\$73,334
1. Comprehensive	Coverages G
2. Specified Perils	
3. Collision	
<input checked="" type="checkbox"/> Hired Auto Physical Damage Limit: \$150,000	Included Hired Auto Physical Damage
H. Equipment Physical Damage - Per equipment schedule	\$9,478
<input checked="" type="checkbox"/> Mobile Equipment Leased/Rented Limit: \$360,000	Coverages H \$4,752 Mobile Leased/Rented
5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L	
Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:	
\$ 25,000 Each Property Damage Loss Per Occurrence, including Fire Legal	
\$ 125,000 Each Other Loss Per Occurrence	
\$ 1,000,000 Aggregate Per Occurrence	
Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:	
\$ 10,000 Medical Payments for Volunteers Per Loss	
\$ 1,000,000 Each Other Loss Per Occurrence	
Cyber Coverage: See Limits on Cyber / Data Breach Declaration Page	
Annual Aggregate	\$145,211
\$ 2,000,000 Coverages C,D	Total Premium
\$ 10,000 Coverage J	(This is not an invoice)

6. DEDUCTIBLES
Coverages A,B,E,F,L: No Deductible, except for sanitary sewer overflows and electrical disruptions, which are subject to the deductible of coverages C & D.

Coverages C,D: Per Occurrence
Coverages G,H: Per Schedule or Endorsement
Coverage I: \$1,000 Per Pollution Incident
Coverage J: \$5,000 SIR
Coverage K: Per Applicable Cyber / Data Breach Deductible

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

Jonathan D. Woods

OMAG Representative

06/01/2018
Date



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204
Fax: 405.739.1208
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Guy Henson, City Manager

DATE: June 26, 2018

SUBJECT: 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.

The attached agreement is a renewal of the terms of an agreement the City has had with Mid-Del Youth and Family Center, Inc. for a number of years. The funds are budgeted in the general government contractual account.

Staff recommends approval.

J. GUY HENSON
City Manager

**MIDWEST CITY AND MID-DEL YOUTH AND FAMILY CENTER AGREEMENT
FY 2018-2019**

This agreement dated on the _____ day of _____, 2018 is by and between the City of Midwest City Oklahoma, hereinafter called "City" and Mid-Del Youth and Family Center, Inc., hereinafter called "Mid-Del".

1. In consideration of this agreement, the City agrees to pay the sum of \$50,000, half of which will be submitted by invoice at the beginning of the fiscal year and the other half being submitted at the middle of the fiscal year. Midwest City shall provide a facility located at 2600 North Air Depot, Oklahoma City, Oklahoma for use by Mid-Del as an emergency youth shelter, as needed and under the terms and conditions specified in separate lease agreements between City and Mid-Del.
2. Mid-Del shall furnish to the City the services listed as follows:
 - (A) Emergency Youth Shelter
 - (B) Counseling
 - (C) Juvenile Diversionary Program
 - (D) Training/Consultation and community education
 - (E) Domestic Violence Advocacy/Counseling
3. Mid-Del shall also give priority to City for crisis intervention, information/referral services and Substance Abuse Education for the Municipal Court. If a fee is assessed for said services, then that fee shall only be payable by the said client receiving said services and Mid-Del agrees no claim shall be made to City for providing said service.
4. This agreement shall be effective from July 1, 2018 through June 30, 2019 and may be renewed for successive one-year periods upon 30 days written notice in advance of the termination date accepted by the other party.
5. This agreement may be terminated by either party during the primary term or any extension thereto by written notice mailed certified mail, return receipt requested, at least 90 days prior to the proposed termination date. Date of mailing shall be the date of notice.
6. This agreement constitutes the entire agreement between the parties relating to the services consideration. This agreement is not assignable by either party. This agreement shall only be amended by a written document properly executed by both parties.

Dated this _____ day of _____ 2018

Attest:

Executive Director

Mid-Del Youth and Family Center, Inc.


President of the Board

Approved by the City Council of Midwest City, Oklahoma, this _____ day of _____, 2018

Attest:

City Clerk

Mayor

City Manager

City Attorney



City Clerk
100 N. Midwest Blvd
Midwest City, OK 73110
office 405.739.1240

Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: June 26, 2018

SUBJECT: 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.

Staples, Inc. agreed to renew the present contract without modification for FY 18-19. Approximately \$47,000 has been encumbered in all departments for office supplies for FY 17-18. We have been extremely pleased with the sales and service.

Dataprose, LLC, has agreed to renew the present contract without modification for FY 18-19. Staff has been pleased with the service and the cost has been less than originally projected.

Pitney Bowes, agreed to renew the present contract without modification for FY 18-19. Staff has been pleased with the sales and service.

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

A handwritten signature in black ink that reads "Sara Hancock".

Sara Hancock, City Clerk

Attachment



City Clerk
100 N. Midwest Blvd
Midwest City, OK 73110
office 405.739.1240

May 31, 2018

Staples Advantage
Attn: Craig Ferguson
5100 N Brookline Ave. Suite 575
Oklahoma City, OK 73112

It is time to re-new the city of Midwest City's 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.

Sara Hancock

Sara Hancock
City Clerk

 X Yes, we agree to continue the present contract without modification.

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

Sign:  Title: Strategic Account Leader Date: May 31, 2018



City Clerk
100 N. Midwest Blvd
Midwest City, OK 73110
office 405.739.1240

May 31, 2018

Dataprose
Attn: COO
1122 W Bethel Rd
Coppell, TX 75019

Dataprose Production Agreement dated 8/12/14


It is time to re-new the city of Midwest City's contracts for FY 17/18 that will begin on July 1, 2018. As you will recall, we have the option to renew 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.

Sara Hancock
City Clerk

Yes, we agree to continue the present contract without modification.

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

Sign:  Title: COO Date: 6.1.18

City Clerk
100 N. Midwest Blvd
Midwest City, OK 73110
office 405.739.1240

May 31, 2018

Pitney Bowes, Inc
Attn: Kimberly Jackson
9705 N Broadway
Suite 150
Oklahoma City, OK 73114

PB Connect + Series Mail Machine lease agreement dated January 12, 2016

It is time to re-new the city of Midwest City's contracts for FY 18/19 that will begin on July 1, 2018. As you will recall, we have the option to renew 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.

Sara Hancock
City Clerk



Yes, we agree to continue the present contract without modification.

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

Sign: Kimberly Jackson Title: GMAM Date: 5/31/18

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

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Agreement Number

Your Business Information

CITY OF MIDWEST CITY

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
100 N MIDWEST BLVD	OKLAHOMA CITY	OK	73110-4319
Billing Address: Street	City	State	Zip+4
		21859714863	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
100 N MIDWEST BLVD	OKLAHOMA CITY	OK	73110-4319
Installation Address (if different from billing address): Street	City	State	Zip+4
		21859714863	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Customer PO #	Delivery CAN #	

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
	Mail Stream Solution - 1	
1	Connect+ 1000 Series	<input checked="" type="checkbox"/> Equipment Maintenance (Included with your payments for the initial term) <i>Provides service coverage including certain parts and labor</i>
1	Connect+ Series Meter w/PP (NTF)	<input type="checkbox"/> Software Maintenance (1st year included) <i>Provides revision updates and technical assistance</i>
1	130 LPM Feature	<input checked="" type="checkbox"/> Soft-Guard® Subscription (Included with your meter rental) <i>Provides postal and carrier updates</i>
1	5 lb Interfaced Weighing	
1	Connect+ Analytics (Max 100 Accounts)	
1	10 in. Display – Standard Apps Center	
1	Connect+ Mono Printer	
1	Connect+ Drop Stacker	<input checked="" type="checkbox"/> IntelliLink® Subscription/Meter Rental <i>Provides simplified billing and includes () resets per year</i>
1	pbSmartPostage Free	<input type="checkbox"/> Confirmation Services <i>Electronic access to postal confirmation services</i>
1	IntelliLink Subscription	<input checked="" type="checkbox"/> Purchase Power® <i>Receive an invoice for postage, consolidated billing and enhanced management reporting information.</i>
1	15lb Scale Platform/Stand	

Your Payment Plan

Number Of Months	Monthly Amount *	() Required advance check of \$() received
First 60	\$ 248.55	Tax Exempt# State Tax (if applicable)
(*Does not include any applicable taxes)		() Tax Exempt Certificate Attached
		() Tax Exempt Certificate Not Required

Your Signature Below

By signing below, you agree to be bound by this FMV Lease Option C Agreement (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

<i>Jay Dee Collins</i>	1-12-16	ITSW1008
Customer Signature	Date	State's/Entity's Participating Addendum #
Jay Dee Collins	Mayor	
Print Name	Title	Email Address

Sales Information

Kimberly Jackson	059	
Account Rep Name	District Office	PBGFS Acceptance
Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000		



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

TO: Honorable Mayor and Council

FROM: Terri L. Craft, Grants Manager

DATE: June 26, 2018

SUBJECT: 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.

On March 19, 2018, the Citizens' Advisory Committee on Housing and Community Development conducted a public hearing and recommended approval of the 2018 Action Plan. A summary of the proposed plan was published in the *Midwest City Beacon* on May 11, 2018. During the 30-day comment period, copies of the proposed plan were available for public review at Midwest City Hall, Midwest City Library, Midwest City Senior Center, Midwest City Neighborhood Services Office, Midwest City Neighborhoods in Action Office and the City of Midwest City website. The final document will be posted on the City of Midwest City website at www.midwestcityok.org.

The Consolidated Plan and annual action plans identify Midwest City's priority housing and non-housing community development needs and outline a strategy to address those needs within the CDBG program. An approved consolidated plan is a requirement for continued funding from the U.S. Department of Housing and Urban Development. The 2018 Action Plan reiterates goals and objectives, and contains descriptions of activities to be undertaken during fiscal year 2018-19 using CDBG funds, as recommended by the Citizens' Advisory Committee. It serves as Midwest City's application for 2018 Community Development Block Grant (CDBG) funding. A 2018 Action Plan budget summary is attached for your information.

Staff recommends approval of the attached proposed 2018 Action Plan and authorizations for certifications and contract documents.

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

Terri L. Craft
Grants Manager



Executive Summary

2018 Action Plan

Year Four of the Five Year Consolidated Plan and Strategy 2015-2019

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Midwest City has prepared the 2015-2019 Consolidated Plan (Con Plan) as a requirement to receive U.S. Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program funds. The Consolidated Plan outlines the needs, goals, and priorities for the City of Midwest City for a five year period through a needs assessment, strategic plan, and action plan, including the process of preparation, consultation, and administration. It is guided by the primary objectives of the Community Development Block Grant (CDBG) program: 1) providing decent housing; 2) a suitable living environment; and 3) expanded economic opportunities; principally benefiting persons of low to moderate income. An Annual Action Plan implements the strategies and provides a basis for allocating Community Development Block Grant (CDBG) resources. This document, the City of Midwest City's 2018 CDBG Action Plan, represents the goals and programming of funds for activities to be undertaken in year four of the five year Consolidated Plan covering the period of July 1, 2018 to June 30, 2019.

2. Summarize the objectives and outcomes identified in the Plan

Midwest City plans to use its CDBG funds for housing, community development and public service activities. Objectives and outcomes for 2015-2019 include:

1 - Decent, Affordable Housing:

- a. Provide low income (LI) homeowners with needed rehabilitation grants to address code deficiencies, accessibility and/or emergency repairs.
- b. Assist low to moderate (LMI) homeowners with financial assistance for home rehabilitation.
- c. Assist low to moderate (LMI) homebuyers with down payment financial assistance.
- d. Assist with transitional housing opportunities for homeless families.

e. Assist with increasing the supply of affordable infill housing within existing residential developments.

2 - Suitable Living Environments:

a. Invest in low and moderate income areas/clientele by improving or constructing infrastructure, public improvements, and public facilities.

b. Eliminate slum and blighted properties, city-wide, through acquisition, rehabilitation and/or demolition.

c. Provide public services to low and moderate income persons, through senior programs, at-risk youth programs, transportation assistance, crime prevention, homeless services, programs for the disabled, child care/after school programs, educational programs, utility assistance, job training, improving quality of life, etc.

d. Promote and insure fair housing and equal opportunity in all programs.

3 – Economic Opportunity:

a. Encouraging economic independence and promoting economic development activities within Midwest City, to include job creation, job training and internships, life skill enhancement, higher education and technical education opportunities, Ticket to Rose Program Outreach, Volunteer Income Tax Assistance Program, etc.

3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist, including aging housing and infrastructure, neighborhood and public improvements, and public services. The programs the city has used to address these needs have been well received by residents and neighborhood organizations. The City of Midwest City believes the programs proposed for the 2018 Action Plan year continue to be the most efficient and effective use of HUD Community Development Block Grant funds.

4. Summary of Citizen Participation Process and consultation process

Citizen participation in all stages of the consolidated planning process is essential in developing and maintaining a program that reflects the needs of the citizens. The City of Midwest City follows a detailed citizen participation plan in an effort to encourage communication, to provide for dissemination of information, and to develop and provide activities that reflect the needs of citizens and the city. The Citizens' Advisory Committee on Housing and Community Development acts as an advisory body to the Midwest City Council on matters concerning HUD housing and community development programs. The committee meets on call, generally 3 to 4 times a year, during the planning process and to review the

program performance. The citizen participation plan includes the advisory body, public hearings, outreach, public information methods, technical assistance, and the city's anti-displacement plan.

The City of Midwest City Grants Management Department staff coordinated the efforts in implementing the Consolidated Plan and associated Action Plans. Coordination with interested parties was accomplished through phone and in person meetings, surveys, email, consultations, existing communications, mail correspondence; neighborhood, committee and community meetings; and other meetings/activities throughout the year.

5. Summary of public comments

See Section AP-12 for a public comments received during the development of the 2018 Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MIDWEST CITY	Grants Management Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Terri L. Craft

Grants Manager

City of Midwest City

100 N. Midwest Blvd.

Midwest City, OK 73110

405-739-1217

tcraft@midwestcityok.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Midwest City Grants Management Department staff coordinated the efforts of the city, residents, civic and business leaders, housing providers, private and public agencies, health, mental/health, other service providers, institutions potentially discharging into homelessness, and at risk support providers in the development of the 2015-2019 Consolidated Plan. This coordination is accomplished through phone and in person meetings, surveys, email, consultations, existing communications, mail correspondence; neighborhood, committee and community meetings; and other events/activities throughout the year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Midwest City is in the jurisdiction of the Oklahoma Balance of State Continuum of Care, which includes the Oklahoma City metropolitan area entitlement cities of Midwest City, Edmond, Shawnee and a large part of rural Oklahoma (approximately 1/3 of the state). Since Midwest City is a part of this larger area Continuum of Care, the homeless population count and numbers are not available for the Midwest City community alone. North West Domestic Crisis Services in Woodward, Oklahoma is the lead entity for the Oklahoma Balance of State Continuum of Care. Midwest City works to identify and address the needs of homeless persons and persons at risk of homelessness through local resources, referrals to 211 and other service providers in the metropolitan area.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Midwest City does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Throughout the consolidated plan and action planning process, Midwest City has endeavored to foster collaboration, problem solving, and to develop partnerships between government and private groups to achieve intended purposes. Consultation included public and private agencies that provide assisted housing, health services and social services, including providers to children, elderly, people with disabilities and their families and homeless providers. Agencies consulted and/or have provided feedback include:

- Alliance Midwest Hospital
- Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc.
- Central Oklahoma Transportation and Parking Authority
- Oklahoma Department of Commerce
- Oklahoma Housing Finance Agency
- Catholic Charities
- Mid Del Youth & Family
- Autumn House
- Latchkey Child Care Services
- Mid Del Food Pantry
- Mission Mid Del
- Mid Del Group Homes
- Oklahoma County Social Services
- Oklahoma City Public Schools
- Boys and Girls Clubs of Oklahoma County
- Urban League of Greater Oklahoma City
- Association of Central Oklahoma Governments
- Oklahoma County District One
- Midwest City Chamber of Commerce
- Various City Neighborhood Associations
- Various City of Midwest City Departments – Community Development, Economic Development, Neighborhood Services, Community Services (Parks and Recreation, Senior Center, Community Center), Police Department, City Management, City Attorney
- Various City committees – ADA Transition Committee, Park Board, Original Mile Revitalization Committee, Planning Commission etc.
- Midwest City citizen public comments, through social media, web site comment, online surveys, email, mail, telephone or in person.

The Midwest City Citizens' Advisory Committee on Housing and Community Development specifically conducts needs meetings, public hearings, and reviews plans and funding prior to making CDBG recommendations to the Midwest City Council.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Oklahoma Department of Commerce	The City of Midwest City will support the Balance of State Continuum of Care goals and objectives through activities funded locally and by other sources.
Midwest City Comprehensive Plan	City of Midwest City	Goals are consistent with Comprehensive Plan.
Comprehensive Economic Development Strategy (CEDS)	Association of Central Oklahoma Governments (ACOG)	Goals are consistent.
Revitalization Plan for the Original Mile	City of Midwest City	Goals are consistent.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Midwest City implements Housing and Community Development programs with funding provided by the US Department of Housing and Urban Development, as well as from other federal agencies, state and local agencies. These funds include the Community Development Block Grant (CDBG) and the Home Investment Partnership Program (HOME). Every five years, the city prepares a Consolidated Plan that examines the community's needs and establishes performance goals and outcomes. The Con Plan is submitted in accordance with instructions prescribed by HUD.

The Con Plan includes a Citizens Participation Plan, which provides information on how the community may participate in the process. Copies of the Citizens Participation Plan are available at the Grants Management Department, 100 N. Midwest Blvd., Midwest City, OK 73110. The City of Midwest City develops Annual Action Plans for each year of the Con Plan (five years). The annual Action Plan details the specific programs and funding allocations to be made for the upcoming year. The programs contained within the annual Action Plan are in direct response to the needs and goals of the Con Plan. For the program year commencing on 7/1/18, the annual Action Plan has been developed in association with the 2015-2019 Con Plan.

Citizen Participation Outreach

Table 4 – Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	The Citizen Advisory Committee on Housing and Community Development on September 11, 2017 reviewed prior year progress and CAPER.	No Comments Received.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing, Flyers, Email, Letters	Non-targeted/broad community and direct outreach to organizations and persons associated with low income community.	The Citizen Advisory Committee on Housing and Community Development annual public needs meeting scheduled for November 13, 2017 comments were heard and documented. 6 members of the community were in attendance and provided comments. City staff responded to all comments.	Comments provided were the need for additional code enforcement, program outreach, funding priorities, youth services, need for expansion of the senior activity program at Autumn House, and continued funding for before and after school day care after school scholarships.	N/A All comments were accepted and made of record at the March 19, 2018 CAC meeting	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/broad community	The Citizens Advisory Committee on Housing and Community Development held a public hearing on March 19, 2018 to discuss the 2018 Action Plan and recommendation to city council.	Public comments received from David L. Colquitt, Worshipful Master of the RT Jackson Military Lodge #48 regarding facility needs. Referred him to City's Economic Dev Director and City Council. Lynn Hicks with Literacy Link expressed thanks for funding support.		
4	Public Notice, Web Site	Non-targeted/broad community	Draft Action Plan available for review and comment prior to City Council Action to approve on June 26, 2018.			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Internet Outreach	Non-targeted/broad community	The City of Midwest City maintains a website where public comments regarding unmet needs in the community are encouraged and collected year round.			https://midwestcityok.org/449/Grants-Management

DRAFT

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Admin and Planning Economic Development Housing Public Improvements Public Services Slum/Blight	401,492		30,406	431,898	400,000	Midwest City plans to receive CDBG funds at or below its current grant amount during the remaining one year of the con plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

Midwest City will make every attempt to secure funding to continue its successful Homebuyer Assistance Program available to low and moderate income homebuyers. HOME funds competitively available through the Oklahoma Housing Finance Agency (OHFA) have been the primary funding source for Homebuyer Assistance. The City of Midwest City maintains a large HOME Program banked match balance which will satisfy program match requirements during this consolidated plan cycle. Local funds support Midwest City's Housing Rehabilitation Program and Transitional Housing Programs. Matching funds needed for other grant programs are typically addressed with local funds. The Section 108 Loan Program is currently being evaluated by staff for possible economic development opportunities.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Midwest City currently has (9) vacant lots in the city's Original Mile Revitalization Area, (4) of which were originally acquired with Neighborhood Stabilization Program funds through the Oklahoma Department of Commerce (ODOC) The original land banking activity has been completed and has satisfied national objectives. It is the city's intent to construct affordable owner occupied infill housing by partnering with a housing provider. Midwest City also supports (2) head start facilities, a Neighborhoods In Action Center, Neighborhood Services Center, Community Center and (4) transitional housing properties.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of safe, decent affordable housing	2018	2019	Affordable Housing Housing Rehab HOME HBA Admin		Affordable Housing	CDBG: \$154,127	Homeowner Housing Rehabilitated: 25 Households HBA: 20 Households Housing Unit
2	Facilities, infrastructure, improvement needs	2018	2019	Homeless Non-Housing Community Development		Public Facilities / Infrastructure / Improvements	CDBG: \$130,000	Other: 2 Other
3	Provide public assistance and services	2018	2019	Homeless Non-Homeless Special Needs Non-Housing Community Development		Public Services	CDBG: \$46,700	Public service activities other than Low/moderate Income Housing Benefit: 520 Persons Assisted
4	Reduce Slum and Blighted Buildings	2018	2019	Non-Housing Community Development		Slum / Blight Activities	CDBG: \$10,000	Buildings Demolished: 1
5	Planning and Administration	2018	2019	Administration		Administration	CDBG: \$64,435	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation of safe, decent affordable housing
	Goal Description	
2	Goal Name	Facilities, infrastructure, improvement needs
	Goal Description	
3	Goal Name	Provide public assistance and services
	Goal Description	
4	Goal Name	Reduce Slum and Blighted Buildings
	Goal Description	
5	Goal Name	Planning and Administration
	Goal Description	

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

N/A

AP-35 Projects – 91.220(d)

The following projects are proposed for the city's 2018 CDBG Program.

Projects

#	Project Name
1	Primary Systems Home Repair
2	Housing Rehab Administration
3	Housing Services - HOME
4	Senior Services
5	At Risk Youth Services
6	Before/After School Care Scholarships
7	Senior Medical Transportation Services
8	Share A Fare Program
9	Slum/Blight Improvement Program
10	Original Mile Improvements
11	Administration

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of funds is closely aligned with the housing and community development needs identified in the needs assessment, housing market analysis and contributed by staff, committee members and citizens who participated in the fourth year Action Plan. The primary and largest obstacle to addressing underserved needs is lack of funds.

Projects

AP-38 Projects Summary

Project Summary Information

1	Project Name	Primary Systems Home Repair
	Target Area	
	Goals Supported	Preservation of safe, decent affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$50,000
	Description	Assistance available to low income homeowners in need of primary systems repair, emergency improvements or accessibility modifications to their homes.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Estimated 12 low income homeowners will benefit.
	Location Description	City-wide
	Planned Activities	
2	Project Name	Housing Rehab Administration
	Target Area	
	Goals Supported	Preservation of safe, decent affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$99,127

	Description	Payroll and administrative expenses for the Housing Rehabilitation Specialist
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	(3) low to moderate income households will benefit from the Housing Rehabilitation Loan Program in addition to the (12) estimated Primary Systems Home Repair Program beneficiaries mentioned in Activity No. 1
	Location Description	
	Planned Activities	
3	Project Name	Housing Services HOME Program
	Target Area	
	Goals Supported	Preservation of safe, decent affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$5,000
	Description	Property Maintenance Code Inspections –HOME Home Buyer Assistance Program
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	(20) low to moderate income households (first time homebuyers) will benefit from the Homebuyer Assistance Program.
	Location Description	
	Planned Activities	
4	Project Name	Senior Services

	Target Area	
	Goals Supported	Preservation of safe, decent affordable housing Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$14,000
	Description	Daily senior public services and activities to include: coordinator, supplies, food, activity and transportation expenses.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	175 low income seniors and disabled citizens
	Location Description	Autumn House , low income congregate living facility located at 500 Adair Blvd. Midwest City, OK
	Planned Activities	Social services and activities that will meet the needs of the senior and disabled residents.
5	Project Name	At Risk Youth Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,500
	Description	Public services provided to at risk youth in community to include counseling, case management, classes, programs, etc.
	Target Date	6/30/2018

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 At risk low income youth and their families will benefit from the services provided.
	Location Description	Services will take place primarily at Mid-Del Youth and Family Services located at 316 S. Midwest Blvd. Midwest City, OK 73110. Additional services may be provided at local schools.
	Planned Activities	Activities provided include counseling, classes, outreach, and case management.
6	Project Name	Before/After School Care Scholarships
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$14,000
	Description	Scholarships provided to low and moderate income families for children to attend before/after school programs.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	This funding will provide approximately 15 low to moderate income families with partial scholarships for before/after school child care.
	Location Description	The program takes place at several local elementary schools throughout Midwest City.
	Planned Activities	Before/After school child care scholarships.
7	Project Name	Senior Transportation Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services

	Funding	CDBG: \$5,000
	Description	Senior transportation services provided to seniors for medical appointments.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 80 senior/disabled Midwest City residents in need of assistance for transportation to medical appointments.
	Location Description	City-Wide
	Planned Activities	Senior/Disabled transportation
8	Project Name	Share A Fare Program
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$2,200
	Description	Taxi coupons provided to seniors/disabled for 40% discounted taxi fare.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 120 senior/disabled Midwest City residents
	Location Description	City-Wide
	Planned Activities	Providing discount taxi coupons to senior/disabled residents
9	Project Name	Slum/Blight Improvement Program
	Target Area	

	Goals Supported	Reduce Slum and Blighted Buildings
	Needs Addressed	Slum / Blight Activities
	Funding	CDBG: \$10,000
	Description	Acquisition, rehabilitation and/or demolition of blighted properties on a spot basis.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	1 dilapidated structure
	Location Description	City-Wide
	Planned Activities	Address dilapidated structures with demolition or remediation in order to stop the spread of blight through the community
10	Project Name	Original Mile Public Improvements
	Target Area	
	Goals Supported	Facilities, infrastructure, improvement needs
	Needs Addressed	Public Facilities / Infrastructure / Improvements
	Funding	CDBG: \$130,000
	Description	Public improvements In the Original Square Mile Revitalization Area.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	2 public improvements that will benefit the 4198 residents of the Original Mile Revitalization Area.
	Location Description	CT 1076.04 and CT 1076.05
	Planned Activities	Street & sidewalk improvements/median irrigation

11	Project Name	Administration
	Target Area	
	Goals Supported	Planning and Administration
	Needs Addressed	Administration
	Funding	CDBG: \$64,435
	Description	CDBG program administration expenses, including payroll, office supplies, publications, wages, equipment, travel, training, fair housing.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

Table 9 – Project Summary

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All of Midwest City's housing programs are available citywide, which include low-income and minority concentrated areas. Public improvements or public facilities will benefit identified low and moderate income areas or low/mod clientele.

Geographic Distribution

Target Area	Percentage of Funds

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Midwest City does not allocate CDBG investment geographically or in targeted areas, other than census defined low and moderate income areas.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	35
Special-Needs	0
Total	35

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units/HBA	20
Total	35

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable housing goals may be met by Midwest City's housing rehabilitation programs - Housing Rehabilitation Loan Program, Primary Systems Home Repair Program and the HOME funded Homebuyer Assistance Program. (4) Homeless households are also supported by Midwest City's Transitional Housing Program and are not reflected in the above numbers.

AP-60 Public Housing – 91.220(h)

Introduction

Midwest City does not have a public housing authority.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

DRAFT

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Midwest City has only documented a handful of chronically homeless over the years, seeing our most pressing need to be assisting those at risk of homelessness in the community. A recent increase in panhandlers and transients, primarily adjacent to commercial areas, has prompted the Midwest City Police Department to enact a Homeless Outreach Team. Being in such close proximity to Oklahoma City shelters and services, any immediate needs are satisfied through them. The 211 referral service refers to Oklahoma City providers, however, referrals often return to our community by way of transitional or permanent housing opportunities.

Addressing the emergency shelter and transitional housing needs of homeless persons

Midwest City owns and operates (4) single family structures used as transitional housing for homeless families, receiving referrals from a Oklahoma City based homeless provider to provide case management and wrap-around services to families residing in the city's properties. There is also another transitional housing facility in Midwest City for women and their families operated by Catholic Charities, with a capacity of 20. Midwest City is also home to a 10-bed emergency youth facility operated by Mid-Del Youth & Family.

The city contracts with Oklahoma County to support an Emergency Utility Assistance Program and Homeless Alliance Real Change Vouchers are provided to the local hospital and Midwest City Police Department Jail to accommodate at-risk discharges. Daily and weekly bus passes are also distributed through the local hospital, the MWCPD Jail Diversion Program and the Neighborhoods In Action/Community Action Agency staff. Many local churches and organizations provide other needed services, such as meals, food, and clothing to the at-risk community.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Midwest City is not a direct recipient of the Emergency Solutions Grant (ESG) which could assist with housing the homeless and providing services to prevent homelessness, re-house or otherwise

permanently house the homeless. It is the intent of the city to improve its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to improve the city's assessment of need and plan appropriately for needed resources and service referrals. The Midwest City Police Department has recently organized a Homeless Outreach Team to address an increase of homeless persons in Midwest City over the past few years. It is anticipated that additional data will be obtained and evaluated through the Outreach Team's efforts.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Midwest City is not a direct recipient of the Emergency Solutions Grant (ESG) to assist with housing the homeless and providing services to prevent homelessness, re-house or otherwise permanently house the homeless. It is the intent of the city to improve its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to improve the city's assessment of need and plan appropriately for needed resources and service referrals. The Midwest City Police Department has recently organized a Homeless Outreach Team to address an increase of homeless persons in Midwest City over the past few years. It is anticipated that additional data will be obtained and evaluated through the Outreach Team's efforts.

Discussion

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

N/A

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Midwest City has not identified any public policies that serve as barriers to affordable housing or increase the cost of housing. The city will endeavor to remove or lessen the effects of any to-be-identified public policies that serve as barriers to affordable housing. The City of Midwest City recognizes the need for fair housing services and contracts annually with the Metropolitan Fair Housing Council to provide educational presentations, public information services, counseling, and testing. Midwest City promotes and supports equal opportunity in all housing programs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

No Actions planned.

AP-85 Other Actions – 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

The City of Midwest City will continue to identify community partners to assist with and address the needs of the underserved in the community. By working with these partners the city hopes to develop public services offered by organizations within our community to specially address resident's needs.

Actions planned to foster and maintain affordable housing

Midwest City will continue to offer housing rehabilitation and homebuyer assistance programs as long as funding resources are available. Midwest City will continue to seek out other funding sources and programs to complement existing activities and address need in the community.

Actions planned to reduce lead-based paint hazards

Lead hazard reduction and abatement will continue to be an important component of the city's rehabilitation programs. Staff will pursue educational opportunities for lead based paint training, educating contractors of the requirements and needed training, and working to identify additional funds sources to address this issue.

Actions planned to reduce the number of poverty-level families

Midwest City, in addition to providing programs and services that assist poverty level families, will make every attempt to refer families seeking assistance to the appropriate service agency.

Actions planned to develop institutional structure

There are no plans to develop additional institutional structure.

Actions planned to enhance coordination between public and private housing and social service agencies

Midwest City will attempt to coordinate and provide information to private housing and social service agencies regarding rental assistance available through the Oklahoma Housing Finance Agency (OHFA).

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	

Other CDBG Requirements

1. The amount of urgent need activities

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

6/26/2018
Date

Mayor, City of Midwest City
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

06/26/2018

Date

Mayor, City of Midwest City
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
---	---	--

* 3. Date Received: _____	4. Applicant Identifier: _____
-------------------------------------	--

5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____
--	---

State Use Only:

6. Date Received by State: _____	7. State Application Identifier: _____
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: CITY OF MIDWEST CITY	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 73-6027530	* c. Organizational DUNS: 0773266010000

d. Address:

* Street1:	100 N. MIDWEST BLVD.
Street2:	_____
* City:	MIDWEST CITY
County/Parish:	OKLAHOMA
* State:	OK: Oklahoma
Province:	_____
* Country:	USA: UNITED STATES
* Zip / Postal Code:	73110-4319

e. Organizational Unit:

Department Name: GRANTS MANAGEMENT DEPARTMENT	Division Name: _____
---	--------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.	* First Name: TERRI
Middle Name:	_____
* Last Name: CRAFT	_____
Suffix:	_____

Title: GRANTS MANAGER

Organizational Affiliation: _____

* Telephone Number: 405-739-1217	Fax Number: 405-869-8636
---	---------------------------------

* Email: tcraft@midwestcityok.org
--

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

CDBG ENTITLEMENT GRANT

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="401,492.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="401,492.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE MAYOR, CITY OF MIDWEST CITY
APPLICANT ORGANIZATION CITY OF MIDWEST CITY	DATE SUBMITTED 06/26/2018

PROPOSED
2018 CDBG ACTION PLAN BUDGET SUMMARY

2018 CDBG Allocation	\$ 401,492.00	(2017 - \$357,232)
Prior Year Funds	<u>\$ 30,406.59</u>	
TOTAL:	\$ 431,898.59	

Primary Systems Home Repair Program	\$ 50,000.00
Slum/Blight Improvement Program	\$ 10,000.00
Senior Social Services Program (Autumn House Social Svcs)	\$ 14,000.00
Before/After School Scholarships (Latchkey Child Services)	\$ 14,000.00
At-Risk Youth and Family Program (Mid-Del Youth & Family)	\$ 11,500.00
Share-A-Fare Program – COTPA	\$ 2,200.00
Senior Transp. Services – COTPA	\$ 5,000.00
Original Mile Public Improvements	\$130,000.00
Housing Rehab Admin/Payroll/Benefits/Fleet	\$ 99,127.00
Housing Services HOME Program	\$ 5,000.00
Fair Housing, Gen Admin/Payroll/Benefits	\$ 64,435.00
Contingency	<u>\$ 26,636.59</u>
TOTAL CDBG Budget:	\$431,898.59



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 26, 2018

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

The Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. operates a Head Start Program at a city-owned building located on the campus of Steed Elementary School, serving 60 children. The attached agreement provides a one-year term beginning on July 1, 2018.

Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft".

Terri L. Craft
Grants Manager

LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 26th day of June, 2018, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

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

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

The term of this agreement shall begin on the 1st day of July, 2018 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for an additional one-year term beginning on July 1st of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

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

Contact Information:

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

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

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

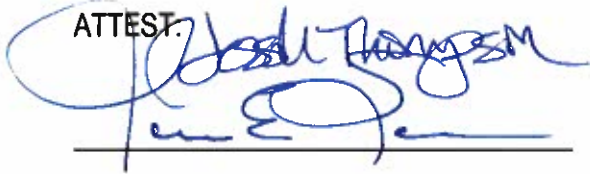
IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

COMMUNITY ACTION AGENCY OF
OKLAHOMA CITY AND OKLAHOMA/
CANADIAN COUNTIES, INC.
319 S.W. 25th Street
Oklahoma City, OK 73109

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


By, James Sconzo, Executive Director

By: Matthew D. Dukes II, Mayor

ATTEST: 

ATTEST:

City Clerk

Approved as to form this 26th day of June, 2018.

City Attorney



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 26, 2018

RE: Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Dana Brown Cooper Head Start facility located at 9300 N.E. 10th Street.

The Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. is operating a Head Start Program at the city-owned Dana Brown Cooper Head Start facility, serving 180 children. The attached agreement provides for a one-year term beginning on July 1, 2018.

Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft".

Terri L. Craft
Grants Manager

LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 26th day of June, 2018, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

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

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

The term of this agreement shall begin on the 1st day of July, 2018 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for an additional one-year term beginning on July 1st of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

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

Contact Information:

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

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

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

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

COMMUNITY ACTION AGENCY OF
OKLAHOMA CITY AND OKLAHOMA/
CANADIAN COUNTIES, INC.
319 S.W. 25th Street
Oklahoma City, OK 73109

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



By: James Sconzo, Executive Director

By: Matthew D. Dukes II, Mayor

ATTEST:

ATTEST:



City Clerk

Approved as to form this 26th day of June, 2018.

City Attorney



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 26, 2018

RE: 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.

The attached contract reflects a decrease of \$28,195 over the contract executed in FY17-18. The amount reflects an EMBARK staff error made last fiscal year and credited to Midwest City's current contract supporting Route 15.

Bus service is provided every hour and 20 minutes from approximately 6:00 A.M. to 7:00 P.M. Monday through Friday along the 10-mile route through Midwest City. Ridership numbers for 2016-17 were 64,010 or approximately 5334 a month. Updated numbers will be provided by EMBARK in July, after the current fiscal year has ended.

In addition, EMBARK Plus para-transit service is initiated by reservation within $\frac{3}{4}$ of a mile from Route 15, for persons with disabilities. EMBARK Plus provided 8,956 para-transit trips to residents during the 2016-17 year, averaging 746 a month. Route 19 also provides limited service to Midwest City with transfer points along N.E. 10th Street to and from Route 15. A map is attached identifying both routes in Midwest City. Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft". The signature is written in black ink on a white background.

Terri L. Craft
Grants Manager



AGREEMENT FOR TRANSIT SERVICE

BETWEEN

**Central Oklahoma Transportation and Parking Authority
(EMBARC)**

AND

City of Midwest City

July 1, 2017 – June 30, 2019

AGREEMENT FOR TRANSIT SERVICE

This Agreement made and entered into this ____ day of _____, 2018, by and between the Central Oklahoma Transportation and Parking Authority, hereinafter referred to as COTPA, and the City of Midwest City.

WITNESSETH:

WHEREAS, there exists a need for public mass transportation services between the City of Midwest City and the City of Oklahoma City; and

WHEREAS, there exists a need for public mass transportation services within the City of Midwest City; and

WHEREAS, COTPA has been designated the public mass transportation provider for the Oklahoma City metropolitan area and operates under the name EMBARK; and

WHEREAS, the City of Midwest City desires to establish public mass transportation within the City of Midwest City; and

WHEREAS, the City of Midwest City and COTPA are desirous of entering into an Agreement for the provision and funding of said service.

NOW, THEREFORE, in consideration of this mutual agreement and conditions herein described, the parties hereto agree as follows:

1. **DESCRIPTION OF SERVICE**

COTPA shall provide the following:

- a. The level of transit service within Midwest City and between Oklahoma City and Midwest City as shown on the attached schedule (Attachment A) and consistent with the transit policies of the COTPA Board of Trustees;
- b. Regular Zone One paratransit service in accordance with provisions of the COTPA 504/ADA Implementation Plan approved by the COTPA Board of Trustees, with Zone One defined as being the area within three-fourths of a mile of the route;
- c. Telephone information service about transit services relative to Route 15 and other COTPA services;
- d. Bus stop signs and poles at all designated stops, which comply with City of Midwest City ordinances;
- e. Publicly owned bus benches and shelters, in the number and locations enabled by existing COTPA, Midwest City and/or other budgets, which also comply with City of Midwest City ordinances for which maintenance agreements have been approved;

- f. Written notice, 30 days in advance, of all changes in service to a. through e. above;
- g. Service shall not be provided on certain national holidays.

2. **COST OF SERVICE**

The City of Midwest City agrees to pay the following:

For Route 15 bus service, the cost for the agreement period will be \$162,863 annually, to be paid \$13,571.92 per month for twelve months in FY19.

3. **METHOD OF PAYMENT**

COTPA shall provide an invoice to the City of Midwest City on a monthly basis. Upon receipt and acceptance of this invoice, the City of Midwest City shall process said claim in the usual and customary manner and shall forward to COTPA a check in the amount stated on the invoice submitted by COTPA. Such payment shall not be necessarily delayed and shall be forwarded to COTPA not later than forty-five (45) days after receipt of said invoice.

4. **TERM OF AGREEMENT**

The term of this Agreement shall be considered to commence on the 1st day of July 2018, and shall continue until the 30th day of June 2019.

5. **EXPIRATION OR TERMINATION**

- a. The City of Midwest City may terminate this Agreement by giving COTPA at least thirty (30) days written notice of their intention to terminate.
- b. COTPA may terminate this Agreement by giving the City of Midwest City at least thirty (30) days written notice of their intention to terminate.

6. **EXCUSABLE DEFAULT**

COTPA shall not be held in default of this Agreement if it is prevented from performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of diesel fuel or other emergencies including the existing road conditions making performance impossible, illegal or unsafe.

7. **INTEGRATION**

It is understood and agreed that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto and neither party is or shall be bound by any statement or representation not in conformity herewith. This Agreement may not be modified except in writing signed by both parties hereto.

8. **LAW CONTROLLING**

It is the understanding of the parties that this Agreement shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to mass transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this Agreement, binding on parties hereto as if such law were set out fully herein.

9. **INSURANCE**

COTPA will provide the City of Midwest City, upon request, a certificate of insurance indicating that COTPA has in force a policy of liability insurance for the operation of said buses. Said policy shall be of a face value of at least \$1,000,000 aggregate for all claims for a single occurrence, \$175,000 bodily injury for a single claimant and \$25,000 property damage per claim. It is further understood and agreed by the parties hereto that failure to obtain and maintain such policy of insurance shall be considered a material breach of this Agreement.

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the Trustees of the Central Oklahoma Transportation and Parking Authority this ____ day of _____, 2018.

**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**

Seal:
ATTEST:

Secretary

CHAIRMAN

REVIEWED for form and legality.

Assistant Municipal Counselor

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the City of Midwest City this ____ day of _____, 2018.

THE CITY OF MIDWEST CITY

Mayor

Seal:
ATTEST:

City Clerk

Reviewed as to form and legality by the Municipal Counselor of the City of Midwest City.

City of Midwest City

ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted on behalf of the City of Midwest City as a part of this Agreement: The undersigned of lawful age, being first duly sworn on oath, says:

1. The undersigned is the duly authorized agent of the City of Midwest City submitting the Agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion between the City of Midwest City and Central Oklahoma Transportation and Parking Authority (COTPA) Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Agreement pursuant to the Agreement to which this statement is attached; and
2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Agreement; and
3. Neither the City of Midwest City nor anyone subject to the City of Midwest City's direction or control has been a party:
 - a. to any collusion in restraint of freedom of competition by agreement to enter into agreement at a fixed price or to refrain from bidding;
 - b. to any collusion with any COTPA Trust official, agent or employee as to quantity, quality or price in the prospective Agreement, or as to any other terms of such prospective Agreement; nor
 - c. in any discussion between the City of Midwest City and any COTPA Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of an Agreement.

This Agreement will not be considered unless this form has been fully completed and signed by the City of Midwest City's Authorized Agent and notarized, dated and completed by a Notary Public.

Signature of Midwest City's Authorized Agent

Name and Title

HORARIO DE RUTAS

015

Midwest City

By way of I-40, Air Depot, Douglas, Midwest Blvd, Reno

Serving:
 Transit Center
 I-40/Sooner
 Rose State
 MWC Library
 Regional Park
 Regional Hospital

Every 80 mins
Monday-Friday

EMBARK
embarkok.com

FARES Tarifas

To help maintain a timely schedule, please have fare ready before boarding.
 Para ayudar a mantener un horario a tiempo, por favor tenga lista la tarifa antes de subir.

	Regular Adult	Reduced Fare	Children 6 & Under
Local Fare Ruta local	\$1.75	\$0.75	Free
Express Fare Ruta expés	\$3.00	\$1.50	-
\$21 Value Card Tarjeta valué de \$21	\$21	-	-
All-Day Unlimited Todo día ilimitado	\$4	\$2	-
7-Day Unlimited 7-días ilimitado	\$14	\$7	-
30-Day Unlimited 30-días ilimitado	\$50	\$25	-

Reduced Fare: ages 60+, persons with disabilities, medicare cardholders and children ages 7-17.
Tarifa Reducida: mayores de 60 años, personas con discapacidades, miembros de medicare y niños con edades entre 7 y 17 años.

CONNECT WITH US

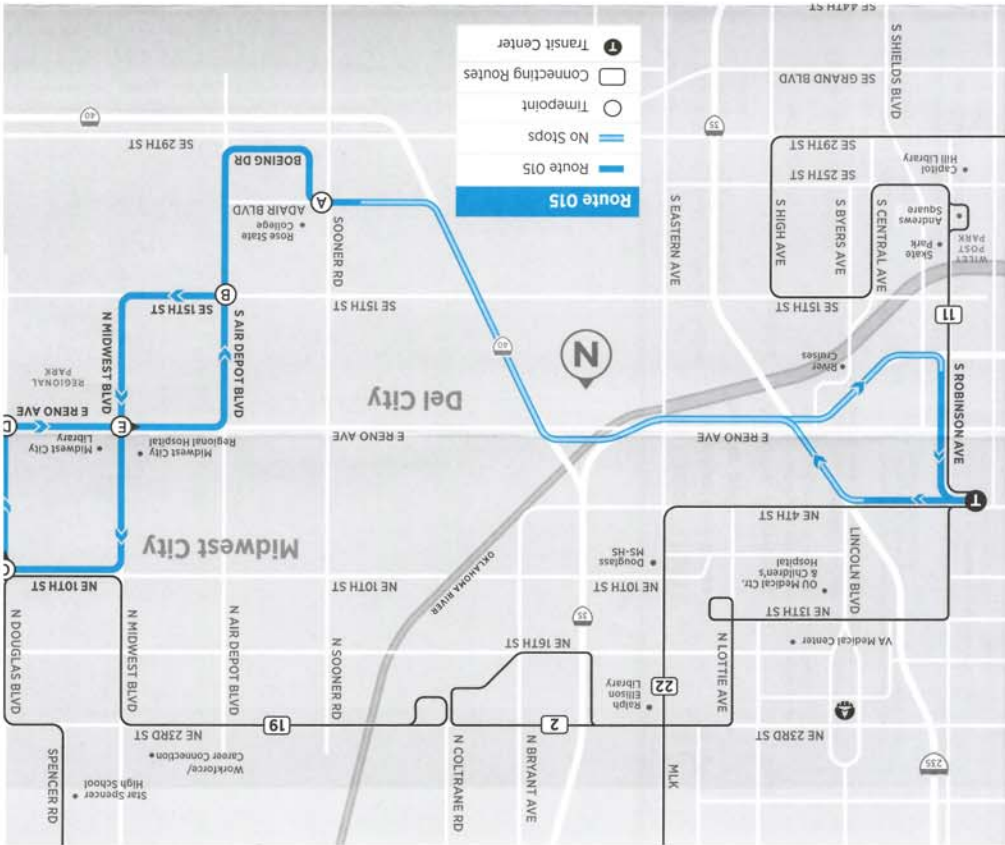
Everything you need to know about EMBARK can be found at embarkok.com or you can talk to us directly using any of the following options:

Todo lo que necesitas saber sobre el EMBARK puede encontrarse en embarkok.com, o puedes hablar directamente con nosotros a través de cualquiera de las siguientes opciones:

- 405-235-RIDE (7433) TDD 297-2602
- embarkok@okc.gov

Si desea obtener la información en otro idioma, llame al 235-7433.
 Nếu quý vò cần thông tin bằng ngôn ngữ khác, xin liên lạc 235-7433.
 如您需要其他语言版本的信息，请致电 235-7433。

Effective: 4/2014



Route 015				Monday - Friday / Lunes a Viernes			
Midwest City to Downtown				Downtown to Midwest City			
		N Douglas Blvd & Reno ID# 122			Transit Center - Bay H ID# 126		
		Reno & Midwest Blvd ID# 123			Rose State College ID# 127		
		Air Depot & SE 15 ID# 169			SE 15 & Air Depot ID# 128		
		Rose State College ID# 173			NE 10 & Douglas ID# 2919		
5:55	5:58	6:01	6:08	5:20	5:36	5:41	5:52
7:05	7:08	7:11	7:18	6:25	6:46	6:51	7:02
8:20	8:23	8:26	8:34	7:35	8:01	8:06	8:17
9:40	9:43	9:46	9:54	8:55	9:21	9:26	9:37
11:00	11:03	11:06	11:14	10:15	10:41	10:46	10:57
12:20	12:23	12:26	12:34	11:35	12:01	12:06	12:17
1:40	1:43	1:46	1:54	12:55	1:21	1:26	1:37
3:00	3:03	3:06	3:14	2:15	2:41	2:46	2:57
4:20	4:23	4:26	4:34	3:35	4:01	4:06	4:17
				4:55	5:21	5:26	5:37
				5:50	6:11	6:16	6:27
5:40	5:43	5:46	5:54	6:30	6:56	7:01	7:12
6:30	6:33	6:36	6:44	7:05			
7:15	7:18	7:21	7:29	7:50			

How to Read This Schedule

1. Days of operation, route number and direction of travel are located in the header of the timetable.
 2. Major stops, or time points and arrival times are listed in columns.
- Cómo leer este horario**
1. Los días de atención, el número de ruta y la dirección del viaje se encuentran en el encabezado del horario.
 2. Las paradas principales o los puntos horarios y las horas de llegada se indican en las columnas.

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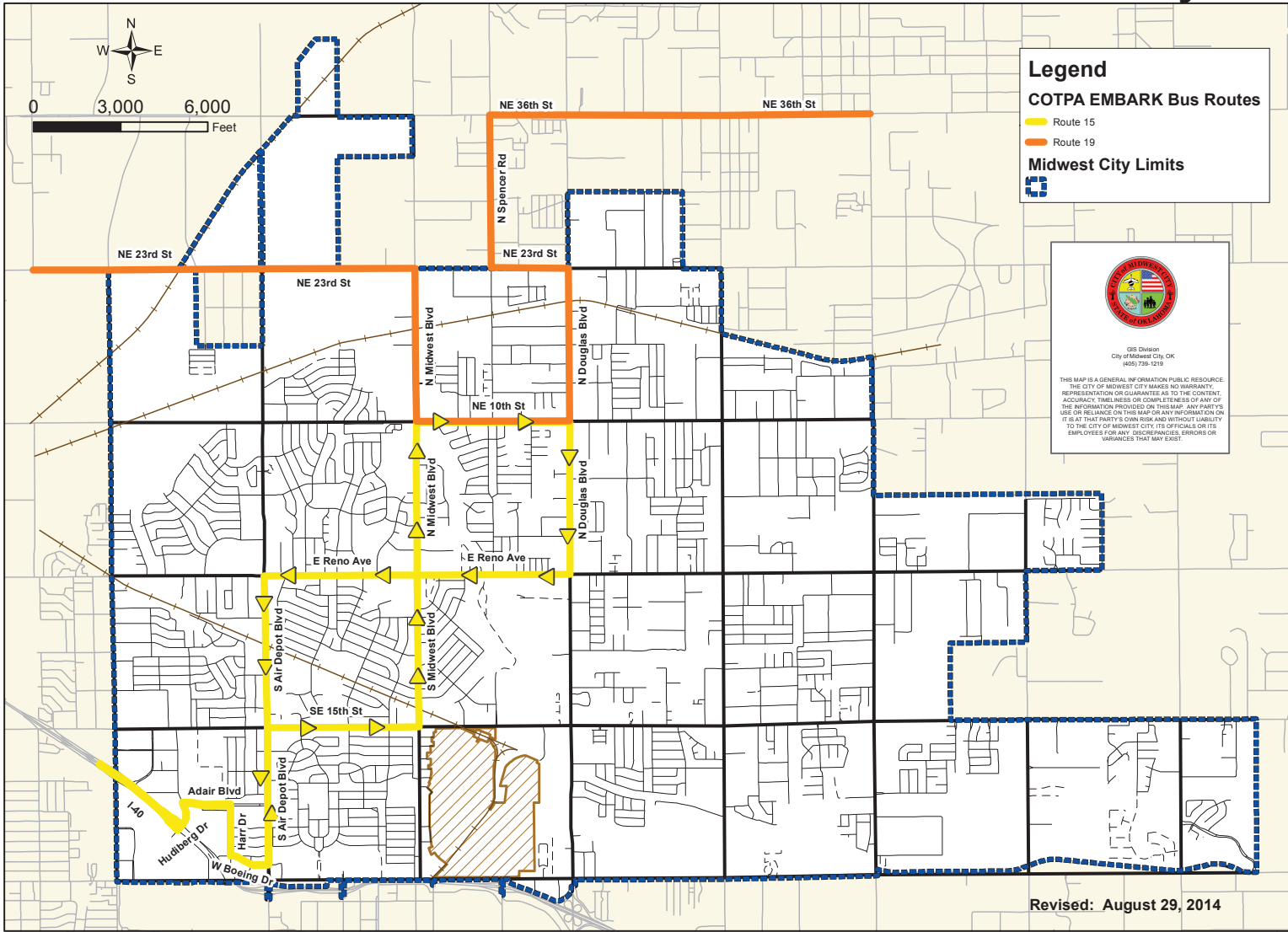
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COTPA EMBARK Bus Routes



Legend

COTPA EMBARK Bus Routes

- Route 15
- Route 19
- Midwest City Limits



SEE DIVISION
City of Midwest City, OK
(405) 739-1219

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

Revised: August 29, 2014



The City Of Midwest City
Neighborhood Services Department
Code Enforcement • Neighborhood Initiative • Neighborhoods in Action

MEMO

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Date: June 26, 2018

Subject: 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.

This is to continue the maintenance contract of the copier purchased for the Neighborhoods in Action office on March 28, 2017, without modifications for FY 2018-2019.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City Of Midwest City
Neighborhood Services Department
Code Enforcement • Neighborhood Initiative • Neighborhoods in Action

MEMO

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Date: June 26, 2018

Subject: 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.

This is to continue the maintenance contract of the copier purchased for the Neighborhood Services office on May 11, 2010, without modifications for FY 2018-2019.

This machine works as our network scanner, copier and printer. We have an average monthly bill of \$110.00.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of Midwest City

NEIGHBORHOODS IN ACTION

1124 N. DOUGLAS BLVD. * MIDWEST CITY, OKLAHOMA,
73130 * (405) 736-1973 * FAX * (405) 869-9289

TO: Honorable Mayor and Council

FROM: Tom Bridgett, Neighborhoods in Action Coordinator

Date: June, 26, 2018

Subject: Discussion and consideration of approving and entering into a Lease and Operating agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc hereafter called "CAA."

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

The term of this agreement shall begin on the 1st day of July, 2018 and shall continue for (12) months. CAA will pay \$950.00 each month. The City and CAA shall have the option to renew this agreement annually for five additional one-year terms beginning on July 1st of each year.

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

Staff recommends approval.

Tom Bridgett
Neighborhoods in Action Coordinator

Attachment (1)

LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 26th day of June, 2018, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

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

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

The term of this agreement shall begin on the 1st day of July, 2018 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for five additional one-year terms beginning on July 1st of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

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

Rent payments shall be made payable to:

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

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

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

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

COMMUNITY ACTION AGENCY OF
OKLAHOMA CITY AND OKLAHOMA/
CANADIAN COUNTIES, INC.
319 S.W. 25th Street
Oklahoma City, OK 73109

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

By: James Sconzo, Executive Director

By: Matthew D. Dukes, II, Mayor

ATTEST:

ATTEST:

Sarah Hancock
City Clerk

Approved as to form and legality, this 26th, day of June, 2018.

Philip W. Anderson
City Attorney



The City Of Midwest City
Neighborhood Services Department
Code Enforcement • Neighborhood Initiative • Neighborhoods in Action

MEMO

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Date: June 26, 2018

Subject: Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2018-2019.

Sierra has agreed to renew its abatement contract without modifications for FY 2018-2019. The last bid for these services was done for FY 2013-2014.

Neighborhood Services is very pleased with the quality of the work we receive from Sierra.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



Sierra Environmental Services, Inc.

2905 Harr Dr., Ste. 202
Midwest City, OK 73110

(405) 733-8832
Fax (405) 733-8832

Neighborhood Services
8726 SE 15th St
Midwest City, OK 73110
Attn: Mike Stroh

May 1, 2018

Re: Cutting and Mowing of Rank Weeds, Grass,
etc. and Clean-up of Trash and/or Debris
Contract

Please be advised that Sierra Environmental desires
to continue referenced contract with Midwest City
for an additional year at existing pricing.

Sincerely,

Dennis Larson
President



~ The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

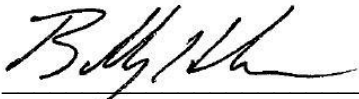
DATE : June 26, 2018

SUBJECT : 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; **HydroCad** 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, per copy cost of \$0.00650 per black and white image and \$0.043 per color image; **Quinn and 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.

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

Staff recommends approval.



Billy Harless, AICP
Community Development Director

BH:lkb



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

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : June 26, 2018

SUBJECT : 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.

ESRI has been a long-time provider of GIS software maintenance for the Community Development Department. By signing this contract, the cost will be locked in for three years. In addition, this contract will provide unlimited use of GIS data across the City for platforms like Cityworks AMS, Cityworks PLL, and unlimited ability to serve out data, services, and maps across city departments. The new SGELA will give the City unlimited versions of GIS desktop applications, eliminating the need for separate licenses in Public Safety and Public Works. Due to current participation of other departments across the City in GIS services, we are in violation of our current departmental ELA. With adoption of this agreement, we will be legally compliant with our use of services, data, and software when the implementation of Cityworks PLL is completed for Community Development, Public Works, and Neighborhood Services, as well as the continued use of Cityworks AMS in Public Works and future departments it's expanded into. The upgrade to the SGELA will give us complete flexibility in expanding the reaches of GIS within the City. The upgrade gives us access to many tools and extensions we currently do not have access to under the previous plan, a sizable increase to the amount of credits per year that are used for online analytical services like routing used in Tyler software, 4 ESRI User Conference registrations valued at \$2200 each, and many other benefits.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

BH:lkb



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: 909-793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 06/15/2018 To: 09/13/2018

Quotation # 20531313

Date: June 15, 2018

Customer # 259169 Contract #

City of Midwest City
 Community Development Dept
 100 N Midwest Blvd
 Midwest City, OK 73110-4319

ATTENTION: Greg Hakman
 PHONE: (405) 739-1219
 FAX: (405) 739-1399

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement (YEAR 1)	50,000.00	50,000.00
157511	250	Small Enterprise Agreement Public Safety Level 2 ArcGIS Online Named User in Continually Staffed Environment License (Year 1)	0.00	0.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement (YEAR 2)	50,000.00	50,000.00
157511	250	Small Enterprise Agreement Public Safety Level 2 ArcGIS Online Named User in Continually Staffed Environment License (Year 2)	0.00	0.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement (YEAR 3)	50,000.00	50,000.00
157511	250	Small Enterprise Agreement Public Safety Level 2 ArcGIS Online Named User in Continually Staffed Environment License (Year 3)	0.00	0.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$150,000.00

The purchase of this citywide Small Government Enterprise Licenses Agreement will supersede the current Small Government Departmental Enterprise Agreement.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Nicholas Popovich	Email: npopovich@esri.com	Phone: (713) 401-0658 x5804
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/legal/supplemental-terms-and-conditions apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		
<p>If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076</p>		



Quotation # 20531313

Date: June 15, 2018

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 259169 Contract #

City of Midwest City
Community Development Dept
100 N Midwest Blvd
Midwest City, OK 73110-4319

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 06/15/2018 To: 09/13/2018

ATTENTION: Greg Hakman
PHONE: (405) 739-1219
FAX: (405) 739-1399

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Nicholas Popovich

Email: npopovich@esri.com

Phone: (713) 401-0658 x5804

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legla/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

POPOVICHN

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Optional Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
250 Level 1 ArcGIS Online Named Users
250 Level 2 ArcGIS Online Named Users
37,500 ArcGIS Online Service Credits
250 Level 2 ArcGIS Enterprise Named Users
5 Insights for ArcGIS for use with ArcGIS Enterprise

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

*Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering

Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

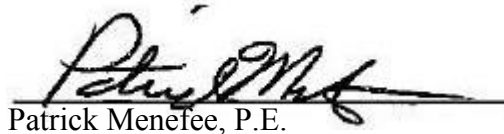
From: Patrick Menefee, P.E., City Engineer

Date: June 26th, 2018

Subject: 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.

Bids were received on May 29th, 2018 for the above referenced project. Staff recommends award of the bid to Phoenix Construction, which submitted the lowest and best base bid meeting specifications in the amount of \$100,900. The base bid provides for the remodeling of the first and second floor restrooms in City Hall. Attached are the bid tabulations for the bids received for the project. The funds for this project are funded through the ADA Transition Plan Implementation Fund.

Staff recommends awarding the bid to Phoenix Construction.



Patrick Menefee, P.E.
City Engineer

Attachment

**ADA Bathroom Project
Detailed Bid Tab, 5/29/18**

		Not Recommended for Award							
		Base Bid	Basement Bathrooms	Court Bathrooms	Council Chamber Platform Lift	Alternate SubTotal	Total		
Pheonix Const	\$ 100,900.00	\$ 41,750.00	\$ 41,770.00	\$ 18,540.00	\$ 102,060.00	\$ 202,960.00			



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and Council

From: Mike Bower, Emergency Manager

Date: June 12, 2018

Subject: 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.

The mass notification system is utilized to contact the public on emergency and non-emergency events. This system is utilized by several departments within the city and has the ability to contact citizens on a single street up to notifying the entire city. See attachment for specific contract information.

Staff recommends approval.

Mike Bower

Mike Bower
Emergency Manager

Attachment



Everbridge, Inc.
Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and _____ (“**Client**”), effective on the date of Client’s signature below (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties.**”

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

1.3 Affiliated Entities. Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an “**Affiliated Entity**”) may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to “**Client**” shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client

shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

3.2 Use of Solutions. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts.

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. “**Privacy Laws**” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance

with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16). Upon request, Everbridge shall provide Client with a copy of its current SSAE 16 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%).

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

5.3 Suspension. Everbridge may suspend Client's access to the Solutions or any portion thereof for (i) emergency

network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "Confidential Information" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the

circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY,

EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 By Client. Pursuant to Oklahoma Law, Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable

assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliated Entity or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

11.7 Marketing. Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

11.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by

its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

<p>EVERBRIDGE, INC.</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Address: 25 Corporate Drive Burlington, Massachusetts 01803</p> <p>For legal notice: Attention: Legal Department</p> <div data-bbox="503 667 755 808" data-label="Image"></div>	<p>CLIENT: _____</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Client's Address: _____ _____ _____</p> <p>Attn: _____</p> <p>Address for Legal Notice: _____ _____ _____</p> <p>Attn: _____</p>
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EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Branded Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. "**Incident Administrator**" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. "**Incident Operator**" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.
3. **Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws including, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), and the Gramm-Leach-Bliley and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.



Everbridge, Inc.
Master Services Agreement

This Master Services Agreement ("**Agreement**") is entered into by and between Everbridge, Inc. ("**Everbridge**"), and _____ ("**Client**"), effective on the date of Client's signature below ("**Effective Date**"). Everbridge and Client are each sometimes referred to as a "**Party**" and collectively, the "**Parties**."

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**") and the applicable Solution documentation (the "**Documentation**"). If applicable, Everbridge shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. "**Included Department**" means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. "**Contacts**" are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

1.3 Affiliated Entities. Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an "**Affiliated Entity**") may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to "Client" shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client

shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions ("**Client Data**"). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

3.2 Use of Solutions. Client is responsible for all activity occurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client's use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts.

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. "**Privacy Laws**" means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge's IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance

with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16). Upon request, Everbridge shall provide Client with a copy of its current SSAE 16 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("Initial Service Term"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("Renewal Term"), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "Grace Period") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "Monthly Holdover Fee"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%).

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

5.3 Suspension. Everbridge may suspend Client's access to the Solutions or any portion thereof for (i) emergency

network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "IP Rights"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the

circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY,

EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 By Client. Pursuant to Oklahoma Law, Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("Claim") arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable

assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliated Entity or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

11.7 Marketing. Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

11.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by

its digital or electronic signature, whether transmitted by fax and each Party agrees that it shall accept the signature of the other machine, in the form of an electronically scanned image (e.g., in Party transmitted in such a manner. .pdf form), by email, or by other means of e-signature technology,

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

<p>EVERBRIDGE, INC.</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Address: 25 Corporate Drive Burlington, Massachusetts 01803</p> <p>For legal notice: Attention: Legal Department</p> <div data-bbox="503 682 738 819" data-label="Image"></div>	<p>CLIENT: _____</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Client's Address: _____ _____ _____</p> <p>Attn: _____</p> <p>Address for Legal Notice: _____ _____ _____</p> <p>Attn: _____</p>
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EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Branded Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. "**Incident Administrator**" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. "**Incident Operator**" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.
3. **Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws including, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), and the Gramm-Leach-Bliley and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

MEMO

To: Honorable Mayor and City Council
From: Bert Norton, Fire Chief
Date: June 26, 2018
Subject: Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support.

Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support. County has given Midwest City a 2000 Ford Chassis that the Midwest City Fire Department has added a used brush fire skid unit to the bed and also a cache of VHF radio's to communicate with in a mutual aid capacity.

Staff recommends approval.



Bert Norton
Fire Chief

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE CITY OF MIDWEST CITY

July 1, 2018 through June 30, 2019

This FIRE EQUIPMENT AGREEMENT (the "Agreement") is entered into between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Board"), and **THE CITY OF MIDWEST CITY, a municipal corporation**.

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to provide firefighting service in the County and to expend certain Oklahoma County funds to rent, lease and purchase firefighting equipment; and

WHEREAS, while the county may provide fire protection services through a county fire department, a Board of County Commissioners need not duplicate fire protection services provided by other legal entities within the county, and

WHEREAS, a Board of County Commissioners has legal authority to contract with municipalities to provide fire protection services to persons and property not located within the corporate limits pursuant to 19 O.S. §351.1, and

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.1, the Board and the City of Midwest City are authorized to enter into an agreement providing for fire protection services for persons and property located within the unincorporated areas of Oklahoma County; and

WHEREAS, by means of this Agreement, the Board desires to provide certain firefighting equipment to the City of Midwest City in return for the City of Midwest City's Fire Department furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

- 1. Term.** This Agreement shall commence on July 1, 2018, and shall terminate on June 30, 2019. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice of such termination. On the termination of this Agreement, either by termination

of the fiscal year for which the agreement is written, or written 30-day notification, the City of Midwest City shall return the Equipment to the County.

2. Equipment. The Board shall provide the City of Midwest City with the following firefighting equipment (hereinafter called the "Equipment"):

Property Description	Serial Number	County ID Number
2000 Ford BP F-450	1FDXF47F9YED42197	SP 302-00012
Brush Guard	N/A	SP 302-00012
Signal Vista Siren w/Speakers		
Federal Signal Vista Light Bar		
Task Force Tip Nozzle	TFTB-317114	
Motorola HT-1250 HH	749TBU4235	SP602-00515
Motorola HT-1250 HH	749TBU4253	SP602-00517
Motorola HT-1250 HH	749TBU4239	SP602-00518
Motorola HT-1250 HH	749TBU4236	SP602-00520
Motorola HT-1250 HH	749TBU4264	SP602-00521
Motorola HT-1250 HH	749TBU4266	SP602-00522
Motorola HT-1250 HH	749TBU4218	SP602-00524
Motorola HT-1250 HH	749TBU4254	SP602-00525
Motorola HT-1250 HH	749TBU4229	SP602-00527
Motorola HT-1250 HH	749TBU4263	SP602-00529
Motorola HT-1250 HH	749TBSE228	SP602-00533
Motorola HT-1250 HH	749TBSE248	SP602-00534
Motorola HT-1250 HH	749TBSE236	SP602-00535
Kenwood TK-7360H-V Mobile Radio	B3202867	N/A
Kenwood TK-7360H-V Mobile Radio	B3202876	N/A
Kenwood TK-7360H-V Mobile Radio	B3202877	N/A
Kenwood TK-7360H-V Mobile Radio	B3202878	N/A
Kenwood TK-7360H-V Mobile Radio	B3202879	N/A
Kenwood TK-7360H-V Mobile Radio	B3202880	N/A
Kenwood TK-7360H-V Mobile Radio	B3202881	N/A
Kenwood TK-7180-K Mobile Radio	B4800064	SP602-00989
Kenwood TK-7180-K Mobile Radio	B4800065	SP602-00990
Kenwood TK-7180-K Mobile Radio	B4800066	SP602-00991
Kenwood TK-7180-K Mobile Radio	B4800067	SP602-00992
Kenwood TK-7180-K Mobile Radio	B4800068	SP602-00993
Kenwood TK-7180-K Mobile Radio	B4800069	SP602-00994
Kenwood TK-7180-K Mobile Radio	B4800070	SP602-00995
Kenwood TK-7180-K Mobile Radio	B4800071	SP602-00996
Kenwood TK-7180-K Mobile Radio	B4800072	SP602-00997
Kenwood TK-2180 HH MIII TFS	B4300171	SP602-00754

Kenwood TK-2180 HH MIII TFS	B4300172	SP602-00755
Kenwood TK-2180 HH MIII TFS	B4300173	SP602-00756
Kenwood TK-2180 HH MIII TFS	B4300174	SP602-00757
Kenwood TK-2180 HH MIII TFS	B4300175	SP602-00758
Kenwood TK-2180 HH MIII TFS	B4300176	SP602-00759
Kenwood TK-2180 HH MIII TFS	B4300177	SP602-00760
Kenwood TK-2180 HH MIII TFS	B4300178	SP602-00761
Kenwood TK-2180 HH MIII TFS	B4300179	SP602-00762
Kenwood TK-2180 HH MIII TFS	B4300180	SP602-00763
Kenwood TK-2180 HH MIII TFS	B4300181	SP602-00764
Kenwood TK-2180 HH MIII TFS	B4300182	SP602-00765
Kenwood TK-2180 HH MIII TFS	B4300183	SP602-00766
Kenwood TK-2180 HH MIII TFS	B4300184	SP602-00767
Kenwood TK-2180 HH MIII TFS	B4300185	SP602-00768
Kenwood TK-2180 HH MIII TFS	B4300186	SP602-00769

3. Purpose. The City of Midwest City shall use the Equipment for the purpose of providing firefighting and rescue services to persons and property located within the unincorporated areas of Oklahoma County, including the City of Midwest City, or, when provided by law or pursuant to an agreement under 63 O.S. § 695, Oklahoma Intrastate Mutual Aid Compact, to other cities, towns, or political subdivisions of the State of Oklahoma as necessary for mutual aid and assistance; and further, to respond to major natural or man-made disasters, including but not limited to bomb disposal and hazardous material handling, in such jurisdictions when so requested by the Oklahoma County Emergency Management Director or appropriate authority.

4. Maintenance and Repair. The City of Midwest City will be solely responsible for: **(a)** maintaining the Equipment in safe operating condition in accordance with the laws of the State of Oklahoma, including, but not limited to, periodic safety checks and maintenance reviews required by the Board to ensure that the Equipment meets or exceeds all safety provisions and requirements; **(b)** scheduling necessary maintenance; **(c)** providing housing for the Equipment inside a structure suitable to protect the Equipment from adverse weather and vandalism when the Equipment is not in use; and **(d)** notifying the Oklahoma County Emergency Management Director whenever repairs or preventive maintenance work is needed to keep the Equipment in optimum operating condition, and thereafter taking the Equipment for repairs or servicing to the Oklahoma County Highway District site designated by the Oklahoma County Emergency Management Director, or other appropriate maintenance or repair facility, as necessary.

5. Indemnification. The City of Midwest City assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any action or causes of action arising there from pursuant to this Agreement. The

City of Midwest City further agrees, as allowed by Oklahoma law, to indemnify and hold the Board and Oklahoma County, their employees, officers, and agents, harmless from any claims of any kind, including attorney fees and costs of defending same that arise from the use of the Equipment. The City of Midwest City agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might arise under the Governmental Tort Claims Act (Title 51 Oklahoma Statutes, Sections 151 *et seq.*) covering the obligations contained herein and including a provision that the Board, at the address set forth below, will be notified no less than ten (10) days prior to any cancellation of the policy, a copy of which insurance or renewal policy shall be submitted to:

Oklahoma County Emergency Management Director
320 Robert S. Kerr Avenue, Suite 101
Oklahoma City, Oklahoma 73102

6. Workers' Compensation Liability. The City of Midwest City shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

7. Use of Equipment. The City of Midwest City shall have the sole responsibility of ensuring that all drivers of the Equipment have a current valid State of Oklahoma driver's license and have had appropriate training in the use of the vehicle and the Equipment.

8. Notice of Accidents. Any Oklahoma County-owned Equipment involved in an accident, of any type, shall be reported, including a copy of any police or highway patrol report, to the Oklahoma County Emergency Management Director within ten (10) days of said accident.

9. Injuries. The City of Midwest City shall be solely liable for any operator, passenger, guests or any other persons injured by the Equipment. A written report of such injury shall be submitted to the Oklahoma County Emergency Management Director within ten (10) days from the date of the injury.

10. Destruction of Equipment. Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the Equipment is destroyed or damaged beyond repair. The City of Midwest City may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be submitted to the Oklahoma County Emergency Management Director, 320 Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the City of Midwest City.

11. Breach of Agreement. Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2018.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 15th day of June, 2018.



Assistant District Attorney

THE CITY OF MIDWEST CITY

APPROVED AND AGREED TO by the City of Midwest City this _____ day of _____, 2018.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, City Clerk

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

APPROVED AND AGREED TO by the Board this _____ day of
_____, 2018.

By: _____
Ray Vaughn, Chairman

By: _____
Brian Maughan, Member

By: _____
Willa Johnson, Member

ATTEST:

David B. Hooten, County Clerk



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: June 26th, 2018

SUBJECT: 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.

The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a school resource officer at Midwest City High School.

The District agrees to pay the City for the use of one officer a total sum of \$60,000.00 for the period of ten months from August to May, payable \$6,500.00 a month after each completed month of service. The City will pay any remaining balance of the officer's yearly salary, benefits and any appropriate collective bargaining agreement terms.

This agreement shall be in effect on July 1, 2018. This agreement can be terminated by either party upon thirty (30) days' notice to the other party.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

School Resource Officer **Mutual Cooperation Agreement**

This mutual cooperation agreement made and entered into this 1st day of **July, 2018**, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "City", and the Mid-Del School District of Oklahoma County, Oklahoma, hereinafter referred to as "District", WITNESSETH.

PURPOSE:

The purpose of establishing the terms under this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer in said school.

ADMINISTRATION:

This agreement shall be administered by the City Manager, Chief of Police of the City and the District Superintendent. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of the disputes. The City Manager and the Chief of Police of the City shall receive from the District periodic recommendations and suggestions as to the needs of the District. These recommendations shall be submitted by the District Superintendent.

CONSIDERATION:

The District agrees to pay the City for the use of one (1) School Resource Officer a total sum of \$65,000.00 (Sixty Five Thousand Dollars) for the period of ten (10) months, August to May, of the contract term. The District will pay the City \$6,500.00 (Six Thousand Five Hundred Dollars) a month after each completed month of service. The City will pay any remaining balance of the Officer's yearly salary, benefits and any appropriate collective bargaining agreement terms.

TERM OF AGREEMENT:

This agreement shall be in effect as the date the agreement is signed by the initiating parties and shall renew automatically unless otherwise modified. All parties signatory to this agreement may terminate participation upon thirty (30) days notice to all other signed parties to the agreement.

AGENCY REPRESENTATIVES:

The parties will develop and implement procedures for ongoing evaluations/meetings and will, at least annually review and if necessary, recommend any changes.

MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by consent of the initiating parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all the consenting parties.

QUALIFICATIONS:

The Officer shall be a duly certified police officer of the City and shall perform those tasks and duties delineated in the job description as approved by the administrators. City agrees and guarantees that the police officer will be, at all times, a certified Peace Officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council of Law Enforcement and Training, the City of Midwest City, Oklahoma and as may be required by law. City warrants to District that the police officer is fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by City for use by police officers, including, but not limited to any weapons or equipment designed to or capable of causing harm to persons or property.

Assignment of School Resource Officer:

1. City agrees to provide a police officer to serve as a School Resource Officer (SRO) at the following District school location:

Midwest City High School, 213 Elm Drive

2. The primary function of the School Resource Officer shall be to insure the safety of the students and faculty and provide campus security. Specifically, the School Resource Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

Duties of School Resource Officer:

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the Principal's office for assignments consistent with this Agreement
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the campus Administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law

enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.

- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and organizations associated with the campus and as a speaker on a variety of requested topics.
- H. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the Principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the Principal request SRO involvement.
- I. If the Principal believes that in a given situation or incident there is a law violation, the Principal may request SRO involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the campus SRO.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The SRO and the Principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO is first and foremost a Law Enforcement Officer. This fact must be constantly reinforced.
- N. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

- Drugs and the law—Adult and juvenile;
- Alcohol and the law—Adult and juvenile;
- Sexual assault prevention;
- Safety programs—Adult and juvenile;
- Bullying—In person and through cyberspace;
- Assistance in other crime prevention programs as assigned.

- O. The SRO will wear approved Department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the request of the school and/or Police Department. The Chief of Police and the Principal shall jointly set expectations and resolve any disputes in this area.
- P. The SRO will wear their Department authorized duty weapons in accordance with Department policy.
- Q. The School Resource Officer shall attend professional development training as required by the City, District and SRO training. This training will be scheduled outside the School Resource Officer's normal operating hours

Hours of Work:

- A. Unless otherwise directed by the Principal, City shall assign an SRO to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, each Principal shall be responsible for determining a consistent eight hour schedule per day for the SRO assigned to that Principal's campus. The SRO should attend outside activities associated with the school and shall coordinate these events with his immediate supervisor. The City will compensate the SRO for these events.

Access to Education Records:

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If confidential student records information is needed by an SRO, the information may be released only as allowed by law.

Employment of School Resource Officers:

- A. The SRO shall be an employee of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SRO shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of the Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO position to the Chief of

Police who shall assign such officers. If a Principal is dissatisfied with an SRO who has been assigned, that principal may request through the Security and Safety Coordinator of the district a new officer. The Security and Safety Coordinator of the district will forward the request to the Chief of Police for assignment of a different officer as the SRO for that school.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon thirty (30) days notice.

WITNESS OUR HANDS this day and year first above written.

By "City":

Matthew D. Dukes II, Mayor

Date

Attest:

Brandon Clabes, Chief of Police

Sara Hancock, City Clerk

Approved as to form and legality this _____ day of _____, 2018.

Philip W. Anderson, City Attorney

By "District"

Le Roy Porter
President of the Board of Education

6-11-18
Date

Attest:

W. B. I.
Clerk of the Board of Education



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: June 26, 2018

SUBJECT: 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 new 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. If an inmate is held less than 11 hours, the cities will be charged \$2.50 per hour.

The Midwest City Police Department requests the Council to renew the current agreement 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. This agreement will allow the Midwest City Police Department jail facility to hold adult prisoners for this town at a new 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. If the inmate is held less than 11 hours, the cities will be charged \$2.50 per hour. The terms of the agreement shall be from July 1, 2018 through June 30, 2019.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreements

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1st day of July 2018** by and between the **City of Choctaw**, Oklahoma a municipal corporation (hereinafter referred to as “Choctaw”), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as “Midwest City”).

Whereas, this Agreement is made recognizing the provisions of 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all rights as provided under the state and federal Constitutions; and

Whereas, Midwest City owns and operates a fully licensed and accredited jail facility located at 100 North Midwest Boulevard in Midwest City, Oklahoma (hereinafter referred to as the “Jail”); and

Whereas, the Oklahoma statutes and Midwest City charter authorize and allow Midwest City to contract to provide services pursuant to this Agreement;

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1st day of July, 2018 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2019**. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.
 - a. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

2. Definitions.

- A. A “Choctaw prisoner” shall be defined as any prisoner incarcerated in the Jail solely on Choctaw municipal convictions and/or any other person that is otherwise held solely at the request of Choctaw police.
- B. A “hold for municipal/state prisoner” shall be defined as a prisoner arrested by a Choctaw police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Choctaw prisoners when all state charges

have been declined or disposed of and the prisoner is being held only for Choctaw municipal charge(s) or Choctaw municipal conviction(s), or otherwise held at the request of Choctaw police.

3. Purpose.

- A. The purpose of this Agreement is to provide for the incarceration of Choctaw prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest City officials, and to otherwise coordinate booking and detention functions

4. Termination.

- A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.
- B. This Agreement may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

5. Compensation.

- A. Choctaw's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Choctaw agrees to pay Midwest City sixty dollars (\$60.00) per day or \$2.50 per hour, prorated to the closest hour interval, per Choctaw prisoner or hold for municipal/state prisoner per day the Choctaw prisoner or hold for municipal/state prisoner is held on behalf of Choctaw. A booking fee of thirty dollars (\$30.00) shall be assessed to each Choctaw prisoner upon entry into the jail. If the Choctaw prisoner is held longer than eleven (11) hours, the thirty dollar (\$30.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Choctaw prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Choctaw municipal ordinances or Oklahoma state statutes, or otherwise held for Choctaw police.
- B. Midwest City agrees to prepare and submit to Choctaw monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Choctaw agrees to use due

diligence to pay properly invoiced amounts within thirty (30) days of receipt.

6. Services.

- A. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:
- B. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Choctaw prisoners or hold for municipal/state prisoners.
- C. Midwest City shall permit Choctaw law enforcement officers and Choctaw's agents, in the pursuance of their official duties, as approved by the Choctaw chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Choctaw assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- D. Midwest City shall allow Choctaw access, at all times, to Choctaw prisoners or hold for municipal/state prisoners. Choctaw assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Choctaw until such time as they are returned to the Jail by Choctaw.
- E. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Choctaw prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Choctaw agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Choctaw prisoners or hold for municipal/state prisoners when so required by the Choctaw Police Department.

7. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Choctaw to Midwest City upon Choctaw's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Choctaw's financial responsibility for Choctaw prisoners and hold for municipal/state prisoners shall begin upon the

presentation of the necessary documentation to book a prisoner into the Jail.

- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Choctaw prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Choctaw for the posting of bonds for those persons charged with violations of Choctaw ordinances. All fines/bonds will be posted with the Choctaw municipal court clerk. Choctaw will be responsible for authorization of all own-recognizance bonds on Choctaw prisoners. Choctaw municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.
- D. Midwest City agrees to release Choctaw prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, Choctaw's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Choctaw prisoner or hold for municipal/state prisoner, whichever is earlier.

8. Medical Care.

- A. Choctaw will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Choctaw prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Choctaw ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Choctaw prisoners and hold for municipal/state prisoners with the same level of care and services

provided Midwest City prisoners. Choctaw agrees to provide transportation to and from medical facilities outside of the Jail for any Choctaw prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

9. Severable Liability.

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51, Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

10. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested. to Choctaw and to Midwest City at the following addresses:

If to Choctaw: City Clerk
City of Choctaw
2500 North Choctaw Road
P.O. Box 567
Choctaw, Oklahoma 73020-0567

With a copy to police chief: Chief of Police
City of Choctaw
13240 N.E. 23rd Street
P.O. Box 567
Choctaw, Oklahoma 73020-0567

If to Midwest City: City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

With a copy to police chief: Chief of Police
City of Midwest City

100 North Midwest Boulevard
Midwest City, Oklahoma 73110

11. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.

12. Non-Assignability. This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

13. Severable. The provisions of this Agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

14. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.

15. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

16. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Choctaw in a timely manner. This provision does not intend or create any liability and/or indicate that Choctaw has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Choctaw prisoners, hold for municipal/state prisoners and jail standards.

17. Security. Choctaw personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the Jail. Information belonging to Midwest City will be safeguarded by Choctaw to the same extent as Choctaw safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

18. Transportation of Choctaw Prisoners. Choctaw hereby assumes responsibility for the transportation of Choctaw prisoners to all municipal court appearances and shall hereby coordinate with the Choctaw municipal judges for the posting of bonds for those persons charged with violations of Choctaw ordinances. Choctaw hereby assumes responsibility for the transportation of hold for municipal/state prisoners to the Oklahoma County Jail or other appropriate institution.

19. Amendments. Any amendments to this Agreement must be in writing and approved by the parties.

20. Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

PASSED AND APPROVED by the mayor and council of the City of Choctaw, Oklahoma on this 1st day of May, 2018 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2018.

City of Choctaw

Randy Ross
Mayor



JR
City Clerk

Approved as to form and legality this 30th day of April, 2018.

David A. [Signature]
City Attorney

City of Midwest City

Attest:

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1st day of July 2018** by and between the **Town of Jones**, Oklahoma a municipal corporation (hereinafter referred to as “Jones”), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as “Midwest City”).

Whereas, this Agreement is made recognizing the provisions of 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all rights as provided under the state and federal Constitutions; and

Whereas, Midwest City owns and operates a fully licensed and accredited jail facility located at 100 North Midwest Boulevard in Midwest City, Oklahoma (hereinafter referred to as the “Jail”); and

Whereas, the Oklahoma statutes and Midwest City charter authorize and allow Midwest City to contract to provide services pursuant to this Agreement;

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1st day of July, 2018 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2019.** Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

2. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

3. Definitions.

- A. A “Jones prisoner” shall be defined as any prisoner incarcerated in the Jail solely on Jones municipal convictions and/or any other person that is otherwise held solely at the request of Jones police.
- B. A “hold for municipal/state prisoner” shall be defined as a prisoner arrested by a Jones police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Jones prisoners when all state charges have been declined or disposed of and the prisoner is being held only for

Jones municipal charge(s) or Jones municipal conviction(s), or otherwise held at the request of Jones police.

4. Purpose. The purpose of this Agreement is to provide for the incarceration of Jones prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest City officials, and to otherwise coordinate booking and detention functions

5. Termination.

A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.

B. This Agreement may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

6. Compensation.

A. Jones's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Jones agrees to pay Midwest City sixty dollars (\$60.00) per day or \$2.50 per hour, prorated to the closest hour interval, per Jones prisoner or hold for municipal/state prisoner per day the Jones prisoner or hold for municipal/state prisoner is held on behalf of Jones. A booking fee of thirty dollars (\$30.00) shall be assessed to each Jones prisoner upon entry into the jail. If the Jones prisoner is held longer than eleven (11) hours, the thirty dollar (\$30.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Jones prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Jones municipal ordinances or Oklahoma state statutes, or otherwise held for Jones police.

B. Midwest City agrees to prepare and submit to Jones monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Jones agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

7. Services. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as

may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

- A. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Jones prisoners or hold for municipal/state prisoners.
- B. Midwest City shall permit Jones law enforcement officers and Jones's agents, in the pursuance of their official duties, as approved by the Jones chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Jones assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- C. Midwest City shall allow Jones access, at all times, to Jones prisoners or hold for municipal/state prisoners. Jones assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Jones until such time as they are returned to the Jail by Jones.
- D. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Jones prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Jones agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Jones prisoners or hold for municipal/state prisoners when so required by the Jones Police Department.

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Jones to Midwest City upon Jones's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Jones's financial responsibility for Jones prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the Jail.
- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Jones prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Jones for the posting of bonds for those persons charged with violations of

Jones ordinances. All fines/bonds will be posted with the Jones municipal court clerk. Jones will be responsible for authorization of all own-recognizance bonds on Jones prisoners. Jones municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.

- D. Midwest City agrees to release Jones prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, Jones's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Jones prisoner or hold for municipal/state prisoner, whichever is earlier.

9. Medical Care.

- A. Jones will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Jones prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Jones ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Jones prisoners and hold for municipal/state prisoners with the same level of care and services provided Midwest City prisoners. Jones agrees to provide transportation to and from medical facilities outside of the Jail for any Jones prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

10. Severable Liability.

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51, Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

11. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested. to Jones and to Midwest City at the following addresses:

- If to Jones: Town Clerk
Town of Jones
P.O. Box 720
Jones, Oklahoma 73049
- With a copy to police chief: Chief of Police
Town of Jones
P.O. Box 720
Jones, Oklahoma 73049
- If to Midwest City: City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
- With a copy to police chief: Chief of Police
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

12. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.

13. Non-Assignability. This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

14. Severable. The provisions of this Agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

15. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.

16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

17. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Jones in a timely manner. This provision does not intend or create any liability and/or indicate that Jones has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Jones prisoners, hold for municipal/state prisoners and jail standards.

18. Security. Jones personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the Jail. Information belonging to Midwest City will be safeguarded by Jones to the same extent as Jones safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

19. Transportation of Jones Prisoners. Jones hereby assumes responsibility for the transportation of Jones prisoners to all municipal court appearances and shall hereby coordinate with the Jones municipal judges for the posting of bonds for those persons charged with violations of Jones ordinances. Jones hereby assumes responsibility for the transportation of hold for municipal/state prisoners to the Oklahoma County Jail or other appropriate institution.

20. Amendments. Any amendments to this Agreement must be in writing and approved by the parties.

21. Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

PASSED AND APPROVED by the mayor and council of the City of Jones, Oklahoma on the 1st day of May, 2018 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2018.

Town of Jones

Attest:

Roy Pofunt
Mayor

Jammy Wallas
City Clerk

Approved as to form and legality this 1st day of May, 2018.

Val Davis
City Attorney

City of Midwest City

Attest:

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1st day of July 2018** by and between the **City of Harrah**, Oklahoma a municipal corporation (hereinafter referred to as “Harrah”), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as “Midwest City”).

Whereas, this Agreement is made recognizing the provisions of 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all rights as provided under the state and federal Constitutions; and

Whereas, Midwest City owns and operates a fully licensed and accredited jail facility located at 100 North Midwest Boulevard in Midwest City, Oklahoma (hereinafter referred to as the “Jail”); and

Whereas, the Oklahoma statutes and Midwest City charter authorize and allow Midwest City to contract to provide services pursuant to this Agreement;

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1st day of July, 2018 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2019.** Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

2. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

3. Definitions.

- A. A “Harrah prisoner” shall be defined as any prisoner incarcerated in the Jail solely on Harrah municipal convictions and/or any other person that is otherwise held solely at the request of Harrah police.
- B. A “hold for municipal/state prisoner” shall be defined as a prisoner arrested by a Harrah police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Harrah prisoners when all state charges have been declined or disposed of and the prisoner is being held only for

Harrah municipal charge(s) or Harrah municipal conviction(s), or otherwise held at the request of Harrah police.

4. Purpose. The purpose of this Agreement is to provide for the incarceration of Harrah prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest City officials, and to otherwise coordinate booking and detention functions

5. Termination.

A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.

B. This Agreement may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

6. Compensation.

A. Harrah's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Harrah agrees to pay Midwest City sixty dollars (\$60.00) per day or \$2.50 per hour, prorated to the closest hour interval, per Harrah prisoner or hold for municipal/state prisoner per day the Harrah prisoner or hold for municipal/state prisoner is held on behalf of Harrah. A booking fee of thirty dollars (\$30.00) shall be assessed to each Harrah prisoner upon entry into the jail. If the Harrah prisoner is held longer than eleven (11) hours, the thirty dollar (\$30.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Harrah prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Harrah municipal ordinances or Oklahoma state statutes, or otherwise held for Harrah police.

B. Midwest City agrees to prepare and submit to Harrah monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Harrah agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

7. Services. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as

may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

- A. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Harrah prisoners or hold for municipal/state prisoners.
- B. Midwest City shall permit Harrah law enforcement officers and Harrah's agents, in the pursuance of their official duties, as approved by the Harrah chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Harrah assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- C. Midwest City shall allow Harrah access, at all times, to Harrah prisoners or hold for municipal/state prisoners. Harrah assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Harrah until such time as they are returned to the Jail by Harrah.
- D. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Harrah prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Harrah agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Harrah prisoners or hold for municipal/state prisoners when so required by the Harrah Police Department.

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Harrah to Midwest City upon Harrah's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Harrah's financial responsibility for Harrah prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the Jail.
- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Harrah prisoners and hold for municipal/state prisoners.

- C. Midwest City shall coordinate with municipal judges of Harrah for the posting of bonds for those persons charged with violations of Harrah ordinances. All fines/bonds will be posted with the Harrah municipal court clerk. Harrah will be responsible for authorization of all own-recognition bonds on Harrah prisoners. Harrah municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.
- D. Midwest City agrees to release Harrah prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, Harrah's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Harrah prisoner or hold for municipal/state prisoner, whichever is earlier.

9. Medical Care.

- A. Harrah will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Harrah prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Harrah ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Harrah prisoners and hold for municipal/state prisoners with the same level of care and services provided Midwest City prisoners. Harrah agrees to provide transportation to and from medical facilities outside of the Jail for any Harrah prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

10. Severable Liability.

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51, Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

11. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested. to Harrah and to Midwest City at the following addresses:

- | | |
|------------------------------|---|
| If to Harrah: | City Clerk
City of Harrah
19625 N.E. 23 rd Street
P.O. Box 636
Harrah, Oklahoma 73045 |
| With a copy to police chief: | Chief of Police
City of Harrah
19625 N.E. 23 rd Street
P.O. Box 636
Harrah, Oklahoma 73045 |
| If to Midwest City: | City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110 |
| With a copy to police chief: | Chief of Police
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110 |

12. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.

13. Non-Assignability. This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

14. Severable. The provisions of this Agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

15. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.

16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

17. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Harrah in a timely manner. This provision does not intend or create any liability and/or indicate that Harrah has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Harrah prisoners, hold for municipal/state prisoners and jail standards.

18. Security. Harrah personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the Jail. Information belonging to Midwest City will be safeguarded by Harrah to the same extent as Harrah safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

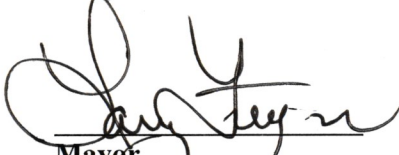
19. Transportation of Harrah Prisoners. Harrah hereby assumes responsibility for the transportation of Harrah prisoners to all municipal court appearances and shall hereby coordinate with the Harrah municipal judges for the posting of bonds for those persons charged with violations of Harrah ordinances. Harrah hereby assumes responsibility for the transportation of hold for municipal/state prisoners to the Oklahoma County Jail or other appropriate institution.

20. Amendments. Any amendments to this Agreement must be in writing and approved by the parties.

21. Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

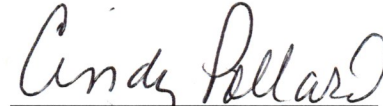
PASSED AND APPROVED by the mayor and council of the City of Harrah, Oklahoma on the 19th day of April, 2018 and by the mayor and council of the City of Midwest City, Oklahoma the day of , 2018.

City of Harrah



Mayor

Attest:



City Clerk

Approved as to form and legality this 19 day of April, 2018.



City Attorney

City of Midwest City

Attest:

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1st day of July 2018** by and between the **City of Nicoma Park**, Oklahoma a municipal corporation (hereinafter referred to as “Nicoma Park”), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as “Midwest City”).

Whereas, this Agreement is made recognizing the provisions of 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all rights as provided under the state and federal Constitutions; and

Whereas, Midwest City owns and operates a fully licensed and accredited jail facility located at 100 North Midwest Boulevard in Midwest City, Oklahoma (hereinafter referred to as the “Jail”); and

Whereas, the Oklahoma statutes and Midwest City charter authorize and allow Midwest City to contract to provide services pursuant to this Agreement;

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1st day of July, 2018 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2019**. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

2. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

3. Definitions.

- A. A “Nicoma Park prisoner” shall be defined as any prisoner incarcerated in the Jail solely on Nicoma Park municipal convictions and/or any other person that is otherwise held solely at the request of Nicoma Park police.
- B. A “hold for municipal/state prisoner” shall be defined as a prisoner arrested by a Nicoma Park police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Nicoma Park prisoners when all state

charges have been declined or disposed of and the prisoner is being held only for Nicoma Park municipal charge(s) or Nicoma Park municipal conviction(s), or otherwise held at the request of Nicoma Park police.

4. Purpose. The purpose of this Agreement is to provide for the incarceration of Nicoma Park prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest City officials, and to otherwise coordinate booking and detention functions

5. Termination.

- A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.
- B. This Agreement may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

6. Compensation.

- A. Nicoma Park's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Nicoma Park agrees to pay Midwest City sixty dollars (\$60.00) per day or \$2.50 per hour, prorated to the closest hour interval, per Nicoma Park prisoner or hold for municipal/state prisoner per day the Nicoma Park prisoner or hold for municipal/state prisoner is held on behalf of Nicoma Park. A booking fee of thirty dollars (\$30.00) shall be assessed to each Nicoma Park prisoner upon entry into the jail. If the Nicoma Park prisoner is held longer than eleven (11) hours, the thirty dollar (\$30.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Nicoma Park prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Nicoma Park municipal ordinances or Oklahoma state statutes, or otherwise held for Nicoma Park police.
- B. Midwest City agrees to prepare and submit to Nicoma Park monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Nicoma Park agrees to use due

diligence to pay properly invoiced amounts within thirty (30) days of receipt.

7. Services. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

- A. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Nicoma Park prisoners or hold for municipal/state prisoners.
- B. Midwest City shall permit Nicoma Park law enforcement officers and Nicoma Park's agents, in the pursuance of their official duties, as approved by the Nicoma Park chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Nicoma Park assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- C. Midwest City shall allow Nicoma Park access, at all times, to Nicoma Park prisoners or hold for municipal/state prisoners. Nicoma Park assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Nicoma Park until such time as they are returned to the Jail by Nicoma Park.
- D. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Nicoma Park prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Nicoma Park agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Nicoma Park prisoners or hold for municipal/state prisoners when so required by the Nicoma Park Police Department.

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Nicoma Park to Midwest City upon Nicoma Park's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Nicoma Park's financial responsibility for Nicoma Park prisoners and hold for municipal/state prisoners shall

begin upon the presentation of the necessary documentation to book a prisoner into the Jail.

- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Nicoma Park prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Nicoma Park for the posting of bonds for those persons charged with violations of Nicoma Park ordinances. All fines/bonds will be posted with the Nicoma Park municipal court clerk. Nicoma Park will be responsible for authorization of all own-recognizance bonds on Nicoma Park prisoners. Nicoma Park municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.
- D. Midwest City agrees to release Nicoma Park prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, Nicoma Park's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Nicoma Park prisoner or hold for municipal/state prisoner, whichever is earlier.

9. Medical Care.

- A. Nicoma Park will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Nicoma Park prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Nicoma Park ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Nicoma Park prisoners and hold for municipal/state prisoners with the same level of care and

services provided Midwest City prisoners. Nicoma Park agrees to provide transportation to and from medical facilities outside of the Jail for any Nicoma Park prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

10. Severable Liability.

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51, Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

11. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested. to Nicoma Park and to Midwest City at the following addresses:

If to Nicoma Park:	City Clerk City of Nicoma Park P.O. Box 250 Nicoma Park, Oklahoma 73066
With a copy to police chief:	Chief of Police City of Nicoma Park P.O. Box 250 Nicoma Park, Oklahoma 73066
If to Midwest City:	City Clerk City of Midwest City 100 North Midwest Boulevard Midwest City, Oklahoma 73110

With a copy to police chief:

Chief of Police
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

12. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.

13. Non-Assignability. This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

14. Severable. The provisions of this Agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

15. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.

16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

17. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Nicoma Park in a timely manner. This provision does not intend or create any liability and/or indicate that Nicoma Park has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Nicoma Park prisoners, hold for municipal/state prisoners and jail standards.

18. Security. Nicoma Park personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the Jail. Information belonging to Midwest City will be safeguarded by Nicoma Park to the same extent as Nicoma Park safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

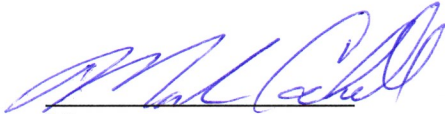
19. Transportation of Nicoma Park Prisoners. Nicoma Park hereby assumes responsibility for the transportation of Nicoma Park prisoners to all municipal court appearances and shall hereby coordinate with the Nicoma Park municipal judges for the posting of bonds for those persons charged with violations of Nicoma Park ordinances. Nicoma Park hereby assumes responsibility for the transportation of hold for municipal/state prisoners to the Oklahoma County Jail or other appropriate institution.

20. Amendments. Any amendments to this Agreement must be in writing and approved by the parties.

21. Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

PASSED AND APPROVED by the mayor and council of the City of Nicoma Park, Oklahoma on the 1st day of May, 2018 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2018.

City of Nicoma Park




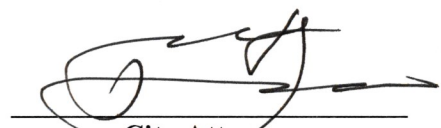
Mayor

Attest:



City Clerk

Approved as to form and legality this 1st day of May, 20____.

City Attorney

City of Midwest City

Attest:

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: June 26, 2018

SUBJECT: Discussion and consideration of renewing the agreements with the City of Choctaw, the City of Nicoma Park, and the City of Jones for animal care services at a new intake rate for fiscal year 2018-19.

With the renewal of this agreement, the City of Midwest City will continue to house and care for the animals that the City of Choctaw, the City of Nicoma Park and the City of Jones may bring to Midwest City's animal welfare facility for fiscal year 2018-19. A new intake rate has been established at \$240.00 per dog or cat being held up to seven days.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreements

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **City of Choctaw**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

"DVM" shall mean Doctor of Veterinary Medicine. "Animal" shall mean all non-hoofed animals. "Livestock" shall mean all domestic hoofed animals. "Dogs" shall mean all canine domestic animals. "Cats" shall mean all feline domestic animals. "Disposal Only" shall mean that animals are to be disposed of upon entry. "D/A" shall mean dead animals.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is mutually agreed between the parties to this Agreement as follows:

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
2. Midwest City agrees that it shall accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Midwest City by Municipality or those working under its direction. The hours of operation for acceptance are Monday through Saturday 9:00 a.m. through 6:00 p.m. Municipality must make arrangements internally to accept unwanted/owned animals or strays found by citizens within its city limits. Midwest City shall not accept unwanted/owned or stray animals directly from citizens of Municipality.
3. Midwest City agrees that all activities relating to veterinary medicine and veterinary care given to animals in its custody shall be performed by or at the direction of a licensed doctor of veterinary medicine, in compliance with the Veterinary Practice Act of State of Oklahoma.
4. Midwest City agrees that, for the purpose of this Agreement, it shall maintain office hours for reclamation and adoption of animals from 9:00 a.m. to 6:00 p.m., Monday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
5. Midwest City agrees that upon proof of sufficient ownership, it shall release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- a. A vaccination receipt or a DVM's written or verbal acknowledgment of a valid rabies vaccination must be provided to comply with the Oklahoma State statutes relating to vaccination. If the owner does not have sufficient proof of vaccination, it shall be the responsibility of the owner to have the animal properly vaccinated and provide sufficient proof to the Municipality. Municipality shall be responsible for following up with owners of reclaimed animals to ensure this is done by their ordinance and/or state statute.
 - b. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
 - c. Midwest City takes no responsibility for the collection of fees or issuance of citations on behalf of the Municipality.
6. Midwest City shall keep in its custody and properly care for dogs and cats licensed, tagged or with a known owner collected and delivered to Midwest City by Municipality for a period of seven (7) days unless sooner redeemed by the owner. Any dog or cat collected and delivered to Midwest City by Municipality whose owner is unknown (meaning a stray) shall be held for five (5) days unless sooner redeemed by its owner. D/A will be billed as required. Dogs and cats entered at the collected and delivered to Midwest City by Municipality for Disposal only will be humanely disposed of upon entry. Holidays shall not be counted for billing purposes. After the expiration of the required holding period, Midwest City shall dispose of animals as it deems fit and/or humane.
7. Midwest City agrees that it will provide proper food, water, shelter, care and other humane treatment for such animals while they are in its possession and until they are placed or otherwise disposed of by Midwest City.
8. Midwest City agrees that it will provide access to the public in seeking lost or stray animals during the hours scheduled in paragraph 4 above.
9. Midwest City and Municipality do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement brought to Midwest City by Municipality as follows, with payment made by Municipality to Midwest City:
 - a. Two hundred and forty dollars (\$240.00) per animal for live dogs and cats entered by municipality. This fee includes up to 7 days boarding as outlined in paragraph 6. Twenty dollars (\$20.00) per sick/injured animal Municipality requests euthanized by Midwest City.
 - b. Eight dollars (\$8.00) per additional day of boarding.

- c. Eighteen dollar (\$18.00) disposal fee for any dead/euthanized animal Municipality wishes Midwest City to dispose of. This includes animals Midwest City deems euthanized after no reclamation or adoption.
 - d. Midwest City staff reserves the right to determine if an animal is to be entered into the shelter as live or euthanized/dead on arrival. Municipality agrees that euthanasia of healthy animals is not at the discretion of the officer/representative delivering the animal and Midwest City can refuse service should this become an issue.
10. If the Animal Welfare supervisor deems, in his/her professional opinion, that the injury or illness of an owned or stray animal is of such a nature that the animal should be immediately euthanized for humane reasons, then Midwest City is authorized to euthanize the animal upon entry.
 11. Midwest City shall collect and retain all reclamation/adoption and disposal fees, and shall keep proper financial records to account for them.
 12. Municipality may have full information as to the methods, means and manner of the operation, maintenance and management of its animal shelter during the term of this Agreement, including inspection by appointment.
 13. In the event Midwest City is required to keep and maintain animals delivered by Municipality in excess of the periods set out in Paragraph 6 of this Agreement because of a requirement of health officials, law enforcement officials, Municipality or court order, Municipality agrees to pay Midwest City the sum of eight dollars (\$8.00) per day for any day the animal is kept and maintained in excess of the requirement set out in Paragraph 6.
 14. Midwest City shall have the right to refuse any animal due to health or overcrowding.
 15. Midwest City shall keep full and accurate records of all animals brought to Midwest City and a record of their final disposition. It shall individually identify, mark or tag to effect an individual record of each animal received. A current copy of the records shall be open to inspection by Municipality. Midwest City will make every reasonable effort to notify the known owner of the animal including, but not limited to, mailing written notice to the owner.
 16. On or before the tenth (10th) day of each month upon proper claim by Midwest City to Municipality, Municipality shall pay all fees to which Midwest City is entitled under the terms of this Agreement.
 17. Municipality will provide Midwest City with complete copies of Municipality's animal control ordinances, and keep and maintain them at all times.

18. Municipality, upon delivery of animals to the shelter, shall unload the animals, locate a representative of Midwest City and assist in the proper intake procedures of vaccination, de-fleaing, worming, etc. Municipality shall then enter the animals into the appropriate area of the shelter as specified by Midwest City. Municipality shall complete applicable entry forms prior to Midwest City's acceptance of any animals. Municipality shall have no responsibility in the handling of the animals after acceptance by Midwest City.
19. Municipality hereby agrees that any loss resulting from the performance of this Agreement shall be borne by it and, further, Municipality hereby agrees to indemnify and save forever harmless Midwest City and all of its officers and employees from any and all claims for damages of any kind or nature whatsoever which may hereafter be made against Midwest City or any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages caused by the negligent acts of Municipality, its agents or employees. Nothing in this paragraph shall be deemed a waiver by Municipality of any provision of the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 *et seq.*
20. It is hereby agreed that this Agreement shall not be assigned by Municipality, in whole or in part, without the written consent of Midwest City.
21. It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any litigation proceeding unless such waiver or modification has been signed by the party sought to be charged with such waiver or modification.
22. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice to the offending party.
23. The term of this Agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Municipality through the following 30th day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the following fiscal year (**July 1, 2018 through June 30, 2019**). This Agreement may be renewed from year to year.
24. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Matthew D. Dukes II, Mayor

Attest:

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Approved by the governing body of _____, Oklahoma, on this _____ day of _____, 20____.

City of Choctaw

Randy Ross
Randy Ross, Mayor



Tina Rodriguez
Tina Rodriguez, City Clerk

Approved as to form and legality this 6th day of June, 2018.

Ray Vincent
Ray Vincent, City Attorney

Approved by the governing body of Choctaw, Oklahoma, on this 7th day of June, 2018.

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement is made and entered into this _____ **day of** _____, **20**____, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **Town of Jones**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

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5. Midwest City agrees that it shall, upon payment by the animal's owner of all applicable Midwest City animal reclamation fees and costs, release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- a. A vaccination receipt or a DVM's written or verbal acknowledgment of a valid rabies vaccination must be provided to comply with the Oklahoma State statutes relating to vaccination. If the owner does not have sufficient proof of vaccination, it shall be the responsibility of the owner to have the animal properly vaccinated and provide sufficient proof to the Municipality. Municipality shall be responsible for following up with owners of reclaimed animals to ensure this is done by their ordinance and/or state statute.
 - b. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Midwest City

Matthew D. Dukes II, Mayor

Attest:

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Town of Jones

Ray Polunet

Mayor

Attest:

Jammy Wallace

City Clerk

Approved as to form and legality this *1st* day of *May*, 20 *18*.

Val Israel

City Attorney

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Midwest City

Matthew D. Dukes II, Mayor

Attest:

Sara Hancock, City Clerk

Approved as to form and legality this 1st day of May, 2018.

Philip W. Anderson, City Attorney

City of Nicoma Park

[Signature]
Mayor

Attest:

[Signature]
City Clerk

Approved as to form and legality this 1st day of May, 2018.



[Signature]
City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: June 26th, 2018

SUBJECT: Discussion and consideration of renewing an agreement with the City of Choctaw, City of Harrah and the City of Jones to provide emergency animal control services for fiscal year 2018-19.

With the renewal of this agreement, the City of Midwest City will provide emergency animal control services for the City of Choctaw for fiscal year 2018-19.

Staff recommends approval.

A handwritten signature in black ink that reads "Brandon Clabes". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Brandon Clabes
Chief of Police

Attachment: Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement, effective on the 1st day of July, 2018, by and between the **City of Choctaw**, hereinafter referred to as "Choctaw" and the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City".

WITNESSETH:

WHEREAS, Choctaw has a need for emergency animal control services by qualified personnel; and

WHEREAS, Midwest City is willing and able to provide the needed services to Choctaw; and

WHEREAS, Midwest City will provide a qualified officer and an appropriately equipped vehicle from its Animal Control division to provide the needed services to Choctaw.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties to this Agreement mutually agree to the following:

1. Only upon call by authorized officials of Choctaw, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Choctaw shall provide a Choctaw police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Choctaw.
3. Choctaw agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Choctaw also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Choctaw to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the City of Choctaw. The City of Choctaw shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Choctaw through the following 30th day of June, 2019. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination

date hereof. Said renewal shall be for the following fiscal year (**July 1, 2018 through June 30, 2019**). This Agreement may be renewed from year to year.

5. Choctaw shall hold Midwest City harmless from any liability whatsoever arising from Midwest City's provision of Animal Control services to Choctaw. Nothing in this paragraph shall be deemed a waiver by Choctaw or Midwest City under the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 et seq.
6. This agreement may be amended by mutual written agreement by both parties at any time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

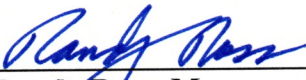
Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

City of Choctaw



Randy Ross, Mayor





Tina Rodriguez, City Clerk

Approved as to form and legality this 30th day of April, 20 18.



City Attorney

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement, effective on the 19th day of April, 2018, by and between the **City of Harrah**, hereinafter referred to as "Harrah" and the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City".

WITNESSETH:

WHEREAS, Harrah has a need for emergency animal control services by qualified personnel; and

WHEREAS, Midwest City is willing and able to provide the needed services to Harrah; and

WHEREAS, Midwest City will provide a qualified officer and an appropriately equipped vehicle from its Animal Control division to provide the needed services to Harrah.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties to this Agreement mutually agree to the following:

1. Only upon call by authorized officials of Harrah, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Harrah shall provide a Harrah police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Harrah.
3. Harrah agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Harrah also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Harrah to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the City of Harrah. The City of Harrah shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Harrah through the following 30th day of June, 2019. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination

date hereof. Said renewal shall be for the following fiscal year (**July 1, 2018 through June 30, 2019**). This Agreement may be renewed from year to year.

5. Harrah shall hold Midwest City harmless from any liability whatsoever arising from Midwest City's provision of Animal Control services to Harrah. Nothing in this paragraph shall be deemed a waiver by Harrah or Midwest City under the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 et seq.
6. This agreement may be amended by mutual written agreement by both parties at any time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Matthew D. Dukes II, Mayor

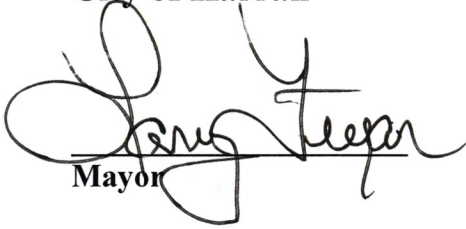
Attest:

Sara Hancock, City Clerk

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

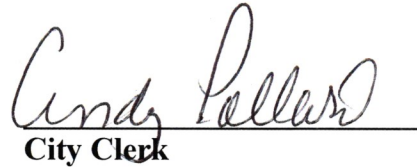
Philip W. Anderson, City Attorney

City of Harrah



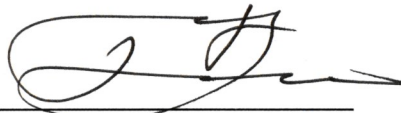
Mayor

Attest:



City Clerk

Approved as to form and legality this 19th day of April, 2015.



City Attorney

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement, effective on the ____ day of _____, 20____, by and between the **Town of Jones**, hereinafter referred to as "Jones" and the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City".

WITNESSETH:

WHEREAS, Jones has a need for emergency animal control services by qualified personnel; and

WHEREAS, Midwest City is willing and able to provide the needed services to Jones; and

WHEREAS, Midwest City will provide a qualified officer and an appropriately equipped vehicle from its Animal Control division to provide the needed services to Jones.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties to this Agreement mutually agree to the following:

1. Only upon call by authorized officials of Jones, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Jones shall provide a Jones police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Jones.
3. Jones agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Jones also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Jones to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the Town of Jones. The Town of Jones shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Jones through the following 30th day of June, 2019. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination

date hereof. Said renewal shall be for the following fiscal year (**July 1, 2018 through June 30, 2019**). This Agreement may be renewed from year to year.

5. Jones shall hold Midwest City harmless from any liability whatsoever arising from Midwest City's provision of Animal Control services to Jones. Nothing in this paragraph shall be deemed a waiver by Jones or Midwest City under the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 et seq.
6. This agreement may be amended by mutual written agreement by both parties at any time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Town of Jones

Ray Pafanel
Mayor

Attest: _____
Jimmy A. Waller
City Clerk

Approved as to form and legality this 1st day of May, 2018.

Val [Signature]
City Attorney



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: June 26th, 2018

SUBJECT: Discussion and consideration of renewing agreement with Midwest Veterinary Hospital in conjunction with the Adopt-A-Pet program for fiscal year 2018-19.

With the renewal of this agreement, a sample of which is attached, the listed animal hospitals will continue to perform veterinary services associated with the Adopt-A-Pet program for fiscal year 2018-19.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This agreement is effective the **1st day of July, 2018**, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "First Party," and **Midwest Veterinary Hospital**, a veterinary clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract is to promote the health, safety, and public welfare of the citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings respectively ascribed as follows:

Office Visit: A meeting between an Adopter and the veterinarian to discuss health advice or treatment for an animal.

Wellness Exam: A physical and/or visual exam of an animal by a veterinarian that could help determine the need for treatment or preventative health care. This exam does not include the use of any expendable supplies or services that would result in a cost to the veterinarian.

Adopter: A person who has adopted an animal from the Midwest City Animal Welfare Department.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. The Second Party agrees that it will provide to any dog or cat adopted from the First Party an office visit and wellness exam at no expense (\$0.00) to the First Party or an Adopter.
2. The Second Party agrees that any and all charges accrued during the visit will be billed directly to the Adopter and not billed to the First Party.
3. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of the Second Party as required by this agreement.
4. The terms of this agreement shall be from the **1st day of July, 2018, through the 30th day of June, 2019** and will renew yearly after that.

IN WITNESS WHEREOF, the parties have approved this agreement and caused it to be executed as of the day and year first above written.

City of Midwest City

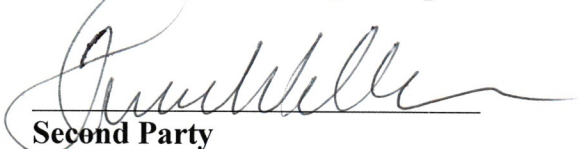
Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Midwest Veterinary Hospital



Second Party

Approved by Theresa Williams, Second Party, on this 12 day of

April, 2018.



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: June 26th, 2018

SUBJECT: Discussion and consideration of renewing an agreement with Midwest Veterinary Hospital and the Oklahoma Humane Place Spay/Neuter Clinic to perform veterinary services associated with the Adopt-A-Pet program for fiscal year 2018-19.

With this agreement, the Midwest Veterinary Hospital and the Oklahoma Humane Spay/Neuter clinic will perform veterinary services associated with the City's Adopt-A-Pet program for fiscal year 2018-19.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This agreement, made and entered into this ____ day of _____, 2018, by and between the City of Midwest City, a municipal corporation, hereinafter called the "First Party" and **Midwest Veterinary Hospital**, a Veterinary Clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract entered into this ____ day of _____, 2018, by and between the First Party and the Second Party is to promote the Health, Safety, and Public Welfare of the Citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. Second Party agrees that it will provide to any dog or cat adopted from First Party for the fee of \$15.00 per dog and \$10.00 per cat, "the first series of vaccinations, physical examination, and fecal examination." This service is to be performed within five (5) days of adoption date.
2. Second Party agrees to perform Sterilization of any dog or cat that is adopted from First Party for a fee of \$60.00 per dog and \$60.00 per cat. This service is to be performed on date assigned by Second Party.
3. Second Party agrees to provide First Party with an itemized statement of services on a monthly basis as required. First Party agrees to pay Second Party amount due and owing within sixty (60) days of receipt of statement.
4. Second Party agrees to administer rabies vaccine to any dog or cat redeemed from first party for the fee of \$15.00 per dog and \$15.00 per cat.
5. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of Second Party as required by this contract.
6. The terms of this contract shall be for the 1st day of July, 2018 through

the 30th day of June, 2019.

IN WITNESS WHEREOF, the parties have caused this contract to be executed as of the day and year first above written.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:

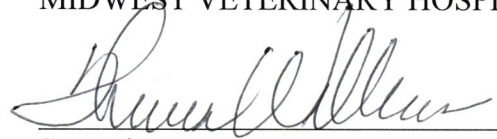
Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Approved by Theresa Williams, Second Party, on this 12 day of April, 2018.

MIDWEST VETERINARY HOSPITAL


Second Party

**CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This agreement, made and entered into this 20 day of April, 2018, by and between the City of Midwest City, a municipal corporation, hereinafter called the "First Party" and **OK Humane Place Spay/Neuter Clinic**, a Veterinary Clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract entered into this 20 day of April, 2018, and between the First Party and the Second Party is to promote the Health, Safety, and Public Welfare of the Citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. Second Party agrees that it will provide to any dog or cat adopted from First Party for the fee of \$5.00 per animal, a rabies vaccination, given at the time of sterilization.
2. Second Party agrees to perform Sterilization of any dog or cat a fee of \$40.00 per dog and \$25.00 per cat. This service is to be performed on date assigned by Second Party.
3. Second Party agrees to perform Exploratory Surgery for a fee of \$20.00 for any male dog found to be Cryptorchidic. Second Party also agrees to only charge a fee of \$10.00 for an e-collar if recommended.
4. Second Party agrees to provide First Party with an itemized statement of services on a monthly basis as required. First Party agrees to pay Second Party amount due and owing within sixty (60) days of receipt of statement.
5. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of Second Party as required by this contract.
6. The terms of this contract shall be for the **1st day of July, 2018, through the 30th day of June, 2019.**

IN WITNESS WHEREOF, the parties have approved this agreement and caused it to be executed as of the day and year first above written.

City of Midwest City

Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk


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

Philip W. Anderson, City Attorney

OK Humane Place Spay/Neuter Clinic



Second Party

Approved by  _____, Second Party, on this 20th day of

April _____, 20 18



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: June 26th, 2018

SUBJECT: 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.

With this agreement Pet-Vet Animal Clinic would perform veterinary services associated with the Adopt-A-Pet program for fiscal year 2018-19, free of charge for those who choose to adopt an animal from the Midwest City Animal Shelter. This includes an office visit and a wellness exam free of charge to both the City and the adopter; providing the adopter presents adoption paperwork from the Midwest City Animal Shelter bearing a date on or after the date of the agreement.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This agreement is effective the **1st day of July, 2018**, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "First Party," and **Pet-Vet Animal Clinic**, a veterinary clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract is to promote the health, safety, and public welfare of the citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings respectively ascribed as follows:

Office Visit: A meeting between an Adopter and the veterinarian to discuss health advice or treatment for an animal.

Wellness Exam: A physical and/or visual exam of an animal by a veterinarian that could help determine the need for treatment or preventative health care. This exam does not include the use of any expendable supplies or services that would result in a cost to the veterinarian.

Adopter: A person who has adopted an animal from the Midwest City Animal Welfare Department.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. The Second Party agrees that it will provide to any dog or cat adopted from the First Party an office visit and wellness exam at no expense (\$0.00) to the First Party or an Adopter.
2. The Second Party agrees that any and all charges accrued during the visit will be billed directly to the Adopter and not billed to the First Party.
3. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of the Second Party as required by this agreement.
4. The terms of this agreement shall be from the **1st day of July, 2018, through the 30th day of June, 2019** and will renew yearly after that.

IN WITNESS WHEREOF, the parties have approved this agreement and caused it to be executed as of the day and year first above written.

City of Midwest City

Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Pet-Vet Animal Clinic

Becky Keupen

Second Party

Approved by *Becky Keupen*, Second Party, on this 19 day of
April, 2018.



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

Memorandum

TO: Honorable Mayor and Council Members

FROM: Vaughn K Sullivan, Public Works Director

DATE: June 26, 2018

SUBJECT: 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.

Since July 2003 Mid-Del Group Home has provided cleaning of pavilions at various parks and provided cleaning assistance with other special projects and events. The City pays \$35.00 per pavilion for each weekend requested and \$35.00 per hour for special projects and events. In addition Mid-Del Group Home can provide litter crews of 8-10 people for the cost of \$100.00 per hour or smaller crews of 3-4 people for the cost of \$45.00 per hour to help with litter along roadside rights-of-way.

The agreement runs through June 30, 2019.

The City projected to pay Mid-Del Group Home \$10,000.00 for cleaning services in FY 18/19.

Staff recommends renewal of the agreement.

Vaughn K. Sullivan
Public Works Director

Attachments: Renewal form Agreement

AGREEMENT

The City of Midwest City desires to enter into an agreement with the Mid-Del Group Home for the period of July 1, 2018 through June 30, 2019. The purpose of this agreement is to provide cleaning of pavilions at various City parks and provide assistance with other special projects and events as specified below. Following is a list of tasks for each entity:

TERMS:

The total term of the contract shall be five (5) years maximum and shall commence with the signing of the contract and expire on June 30 of each year. The contract will be reviewed annually and approved by the City for continuance if such action is in the best interests of the City and Mid Del Group Homes. The contract may be renewed by the City and Mid Del Group Homes for additional one (1) year terms upon the same terms and conditions set forth in this scope of services, up to maximum of four (4) annual extensions. The renewal agreement is to be completed 60 days before the contract expires.

PAVILIONS:

City of Midwest City will be responsible for:

1. Providing trash can liners, toilet tissue, brooms, disinfectant, cleaning tools, and buckets.
2. Paying \$35.00 per pavilion for each weekend requested.
3. Paying \$35.00 per hour for any work requested by the city performed on any special project or events by Group Home residents.

Mid-Del Group Home will responsible for:

1. Sweeping, emptying trash at Kiwanis South (Kiwanis Park), Rotary Pavilion (Regional Park), Joe B. Barnes Pavilion (Regional Park), Garden Pavilion (Regional Park), Lions Pavilion and Lions Spray Pad (Lions Park) by 8:00 a.m.. on Saturdays and Sundays.
2. Providing manpower to wash down the same pavilions on Saturdays and Sundays by 8:00 a.m.
3. Providing manpower to wash down and stock restrooms at Regional Park (restrooms at Rotary, Joe B. Barnes and at the Garden pavilions), Kiwanis Park and Lions Park on Saturdays and Sundays by 8:00 a.m.
4. Providing proof of liability insurance (i.e., workers compensation) for personnel.
5. Contacting the Park and Recreation office on a weekly basis to get the schedule of pavilions needed to be cleaned.
6. Provide the city with an invoice monthly with date(s) and name(s) of pavilions cleaned.
7. Contact the city if unable to provide needed service for a weekend.

LITTER PICK-UP:

City of Midwest City will be responsible for:

1. Notifying Mid-Del Group Home locations and times for litter to be picked up.
2. Supply trash bags and trash dumpster to dispose of trash.

Mid-Del Group Home will be responsible for:

1. Picking up litter around parks as requested by the city.
2. Transportation to site.
3. Provide proof of liability insurance (i.e. workers compensation) for personnel.
4. Provide the City of Midwest City with a monthly invoice with dates and location of services.
5. Contact City of Midwest City if for any reason service cannot be provided.
6. Litter crew will consist of between 8-10 people.
7. Cost of service will be \$100.00 per hour.
8. For roadside/parking lot litter pick-up the crew will be 3-4 people and the rate for this service will be \$45.00 per hour.

BUS STOP SHELTERS:

City of Midwest City will be responsible for:

1. Monitoring work performed by Mid-Del Group Home personnel.
2. Providing map and locations of current bus stop shelters.
3. Supplying trash bags and trash dumpster to dispose of trash.

Mid-Del Group Home will be responsible for:

1. Transportation to bus stop shelter locations in Midwest City.
2. Sweeping, picking up litter at and around shelters, cleaning surfaces as needed, maintaining grassy area immediately around shelter and sidewalk to street, to include weed eating and edging around concrete surfaces.
3. Providing maintenance tools and materials such as brooms, weed eater, glass and surface cleaner, cleaning rags, etc. If needed, City will provide graffiti remover.
4. Reporting any damage, vandalism or concerns about shelters to City of Midwest City.
5. Adhering to standard safety practices, to include wearing safety vests and utilizing portable signage (optional).
6. Providing proof of liability insurance (i.e. workers compensation) for personnel.
7. Providing the City of Midwest City with a monthly invoice with dates and location of services.
8. Providing a maintenance crew consisting of 3 - 4 people.
9. Agreeing to maintenance cost of \$45.00 per shelter for service at least twice a month.
10. Contacting the City of Midwest City if for any reason service cannot be provided.

RENEWAL CLAUSE

1. This Agreement may be renewable annually at the option of both parties. However, this Agreement may otherwise be terminated by either party upon thirty (30) days written notice of intent to terminate.

CITY OF MIDWEST CITY

MID-DEL GROUP HOME

Matthew D. Dukes II, Mayor

BY:

DATE: _____

DATE: _____

ATTEST:

CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2018.

CITY ATTORNEY



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Vaughn K. Sullivan, Public Works Director

DATE: June 26, 2018

SUBJECT: Discussion and consideration of approving and entering into a Services Contract with the Midwest City Soccer Club for services in support of the soccer program at the Soccer Complex for FY 2018-19.

The City of Midwest City enters into an annual agreement with the Midwest City Soccer Club that specifies what services each party is responsible for on an annual basis.

Staff recommends approval of this contract.

Vaughn K. Sullivan
Public Works Director

Attachment: Services Contract

SERVICES CONTRACT
Parks & Recreation Division

This contract is made this ____ day of _____, 2018, by and between the Midwest City Soccer Club (hereinafter Sponsor) and the City of Midwest City (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner and Sponsor agree to the following terms of services rendered by each party for the operation of the soccer program (the program) in Midwest City. The terms of this contract shall begin July 1, 2018 and end June 30, 2019. This contract may be extended by the Owner on an annual basis under the same terms and conditions. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date (June 30).
2. It is expressly agreed that Owner shall be responsible for the following at the Soccer Complex in addition to other responsibilities set forth in this contract:
 - a. Water, sewer, sanitation;
 - b. Mowing and trimming of the area shown on the attached diagram as needed;
 - c. Meeting room space at Midwest City Community Center subject to availability.
3. It is expressly agreed Sponsor shall be responsible for the following at the Soccer Complex in addition to the other responsibilities set forth in this contract:
 - a. Administration of league;
 - b. Collection of entry fees for leagues and tournaments;
 - c. Scheduling of leagues and tournaments;
 - d. Rescheduling of leagues and tournaments;
 - e. Game cancellations;
 - f. Approval of rules;
 - g. Distribution/collection/updating of rosters and player cards;
 - h. Team sanctioning;
 - i. Purchase of awards/trophies for leagues and tournaments;
 - j. Setting rates (includes registration fees, gate admission and concession);

- k. Contracting with officials;
 - l. Fundraising;
 - m. Protests;
 - n. Coaches discipline;
 - o. Tournament administration;
 - p. Daily regular season and tournament field maintenance;
 - q. Standings;
 - r. Employees, equipment, supplies, etc. for the operation of the concession and gate collection;
 - s. Phones and electricity needed for operation of the program;
 - t. Facility upkeep which includes improvements at the existing and future buildings, existing and future additions to the Regional Park Soccer Complex, electrical and plumbing;
 - u. Equipment and manpower to mow, trim and maintain areas not listed under Owner's responsibilities;
 - v. Work with Mid-Del Schools to host games when possible;
 - w. Any other administrative duties which are required in the operation of the program;
 - x. Conduct coaches background checks;
4. Owner will furnish dumpster and will remove and dispose of all rubbish, refuse and garbage from the soccer complex resulting from Sponsor's activity, provided that all rubbish, refuse and garbage is deposited in dumpster provided. Sponsor shall be responsible for the refuse and garbage pickup and facility cleanup on the park grounds and agrees to restore all Soccer Complex grounds, buildings, facilities, restrooms and structures to the level of cleanliness and order which existed prior to Sponsor's usage. Trash will be picked up on a schedule determined by agreement of Owner and Sponsor.

5. It is expressly agreed that there will be an annual inspection of the Soccer Complex by Owner and Sponsor to assure proper ongoing maintenance of the Soccer Complex. Any repairs identified through this inspection will be accomplished by Owner or Sponsor, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by Sponsor's and Owner's representatives.
6. Owner shall furnish Sponsor with adequate sets of keys and locks to the gates of the Soccer Complex. Sponsor agrees to furnish Owner with a list of those people to whom Sponsor has furnished any key(s) and to inform Owner of any changes therein. Owner reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. Locks and keys that are lost during the term of this contract will be replaced at Sponsor's expense.
7. In the event of a natural disaster or an act of God, any damages to the Soccer Complex will be resolved through a joint effort by Sponsor and Owner based on the availability of funds.
8. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor pertaining to services at the Soccer Complex and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.
9. This contract shall become effective on the 1st day of July, 2018, and shall continue in force and effect until midnight on the 30th day of June, 2019.

Agreed to and witnessed on this ____ day of _____, 2018.

ATTEST:

BOB BRYAN, VICE-PRESIDENT
MIDWEST CITY SOCCER CLUB

MATT MERCER, PRESIDENT
MIDWEST CITY SOCCER CLUB

ATTEST:

SARA HANCOCK, CITY CLERK

MATTHEW D. DUKES. II MAYOR
CITY OF MIDWEST CITY

APPROVED as to form and legality this ____ day of _____, 2018.

PHILLIP W. ANDERSON
CITY ATTORNEY



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Vaughn Sullivan, Public Works Director

DATE: June 26, 2018

SUBJECT: 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.

The City of Midwest City enters into an annual agreement with the Oklahoma Spartans Youth Organization that specifies what services each party is responsible for on an annual basis at Tel-Star North Football Complex.

Action is at the discretion of the Council.

Staff recommends approval of this contract.

Vaughn K. Sullivan
Public Works Director

Attachment: Services Contract

SERVICES CONTRACT
Parks & Recreation Department

This contract is made this _____ day of _____, 2018, by and between the Oklahoma Spartans Youth Organization (hereinafter Sponsor) and the City of Midwest City (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner and Sponsor agree to the following terms of services rendered by each party for the operation of the youth football program in Midwest City (hereinafter Youth Football). The terms of this contract shall begin July 1, 2018 and end June 30, 2019. This contract may be extended by the City of Midwest City on an annual basis under the same terms and conditions. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date.

2. It is expressly agreed that Owner shall be responsible for the following at the Tel-Star North Football Complex (hereinafter Complex) for Youth Football in addition to other responsibilities set forth in this contract:
 - a. Water, sewer, sanitation;
 - b. Mowing and trimming of outside perimeter area;
 - c. Meeting room space at Community Center subject to availability; and
 - d. Parking lot lights.

3. It is expressly agreed that Sponsor shall be responsible for the following at the Tel-Star North Football Complex for Youth Football in addition to the other responsibilities set forth in this contract:
 - a. Administration of league (includes sign-ups and marketing);
 - b. Collection of team entry fees for leagues;
 - c. Scheduling of leagues and tournaments;
 - d. Rescheduling of leagues due to game cancellation;
 - e. Game cancellations;
 - f. Approval of rules;
 - g. Distribution, collection and updating of team rosters;
 - h. Purchase of awards/trophies for leagues and championship games;
 - i. Setting rates (includes team entry fees and gate admission);
 - j. Contracting with officials;
 - k. Fundraising;
 - l. Repair facility damage and repair and/or replace turf on an as needed basis by request of Owner;
 - m. Protests and Coaches' discipline;
 - n. Prepare field for league games and tournaments and perform field maintenance as needed;
 - o. Mowing and trimming of playing fields;
 - p. Standings;
 - q. Employees for gate collection, equipment, supplies, etc. for daily operation;
 - r. Any other administrative duties which are required in the operation of the Youth Football;
 - s. Provide liability insurance stating that City of Midwest City is an additional insured.
 - t. Facility upkeep which includes improvements at Tel-Star North Complex, existing and future buildings, existing and future additions to facilities, electrical (includes maintenance and replacing light bulbs), plumbing;
 - u. Payment of electric bill; and
 - v. Conduct coaches background checks.

4. Owner will furnish trash cans and will remove and dispose of all rubbish, refuse and garbage from the Complex resulting from Sponsor's activity, provided that all rubbish, refuse and garbage is deposited in the trash cans provided. Sponsor shall be responsible for the rubbish, refuse and garbage pickup and facility cleanup on the park grounds and agrees to restore all Complex grounds, buildings, facilities, restrooms and structures to the level of cleanliness and order which existed prior to Sponsor's usage. Trash will be picked up on a schedule determined by agreement of Owner and Sponsor.
5. It is expressly agreed that there will be an annual inspection of the Complex by Owner and Sponsor to assure proper ongoing maintenance of the Complex. Any repairs identified through this inspection will be accomplished by Owner and/or Sponsor, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by Sponsor's and Owner's representatives.
6. Owner shall furnish Sponsor with adequate sets of keys and locks to the gates of the Complex. Sponsor agrees to furnish Owner with a list of those people to whom Sponsor has furnished any key(s) and to inform Owner of any changes therein. Owner reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. Locks and keys that are lost during the term of this contract will be replaced at Sponsor's expense.
7. In the event of a natural disaster or an act of God, any damages to the Complex will be resolved through a joint effort by Sponsor and Owner based on the availability of funds.
8. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor pertaining to services at the Complex and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.
9. This contract shall become effective on the 1st day of July, 2018, and shall continue in force and effect until midnight on the 30th day of June, 2019.

Agreed to and witnessed on this _____ day of _____, 2018.

ATTEST:

STACIE WILLIAMS, Vice-President
Oklahoma Spartans Youth Organization

DION WILLIAMS, President
Oklahoma Spartans Youth Organization

ATTEST:

SARA HANCOCK, City Clerk
Midwest City, OK

MATTEHW D. DUKES. II, Mayor
Midwest City, OK

APPROVED as to form and legality this _____ day of _____, 2018.

PHILLIP W. ANDERSON, City Attorney



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: June 26, 2018

SUBJECT: 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.

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**



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

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.

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

Staff recommends approval.

Ryan Rushing
Information Technology Director

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: June 12, 2018

SUBJECT: 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.

The original lease for this location expired on August 17, 2014 after 30 years of restrictive terms at a rate of \$7,200.00 per year without increases. Since that time, New Cingular Wireless PCS, LLC. (AT&T) has continued to pay the month to month rate of \$600.00 per month. The City gained flexibility which allowed staff to negotiate a yearly term with automatic options to extend the lease for each of five (5) additional one year terms making the total length of the lease potentially 6 years at a rental rate of \$21,000.00 per year.

This communications facility is located on the clock tower at approximately 300 N. Mid-America Boulevard. There is a ground lease for an 11.44' x 20' equipment shelter, 10' x 4' generator and associated cables and conduits included with the lease. Approval of this item will increase the rental rate to \$21,000.00 per year paid in equal monthly payments for up to six (6) years.

Staff recommends approval.

Ryan Rushing
Information Technology Director

Market: AR/OK
Cell Site Number: OK1074
Cell Site Name: West Midwest City
Fixed Asset Number: 10006289

LETTER OF AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY
AND
NEW CINGULAR WIRELESS PCS, LLC

This Amended and Restated Lease Agreement ("Agreement"), dated as of the latter of the signature dates below, is made between the City of Midwest City, Oklahoma, hereinafter called CITY, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, hereinafter also referred to as Tenant.

WITNESSETH:

WHEREAS, CITY and Tenant are parties to a certain Lease Agreement, originally between CITY and Oklahoma City SMSA Limited Partnership, dated August 17, 1994 (the "Existing Lease"), concerning the leasing of the Property described below;

WHEREAS, Tenant is the successor in interest to Oklahoma City SMSA Limited Partnership;

WHEREAS, Tenant desires to continue leasing antenna space on the tower located at 300A West Mid America Boulevard, Midwest City, and ground space for Tenant's equipment building, generator and all appurtenances thereto, together with the right of way for ingress and egress, for the purpose of establishing a radio communications facility;

WHEREAS, the use of the Midwest City radio tower located at 300A West Mid America Boulevard, Midwest City, Oklahoma (the "Property"), and being further described in EXHIBIT "A", would be mutually beneficial to both parties; and

WHEREAS, the parties hereto desire to amend and restate the Existing Lease in its entirety with this Agreement.

NOW THEREFORE, BE IT RESOLVED that the CITY and Tenant agree to amend and restate the Existing Lease in its entirety as follows:

1. Tenant retains the right to maintain one (1) 11' X 20' modular equipment shelter and one (1) 10' X 4' generator on a portion of the Property described in EXHIBIT "A" (the "Ground Space"), and maintain its twelve (12) antennas, cables, repeaters, wires, generator, conduit and any other required accessories on the radio tower at 300A West Mid America Boulevard, Midwest City, Oklahoma as shown in EXHIBIT "B" (the "Antenna Space"), with the understanding Tenant will retain title to its equipment and

equipment shelter. The Ground Space and the Antenna Space are hereinafter collectively referred to as the Premises.

2. CITY will allow the use of its radio tower by Tenant for the above stated purposes.

3.a. In the event of harmful interference with the existing radio systems of the CITY or any current tenants of the City, which radio systems predate the installation or modification of Tenant's equipment and are operating within their respective frequencies and in accordance with all applicable laws and regulations, Tenant will be notified and agrees to use its best effort to promptly eliminate the interference. In the event Tenant is unable to eliminate the interference within twenty-four (24) hours, Tenant shall deactivate the equipment causing the interference at the CITY's location and will not reactivate said equipment until the interference is corrected.

b. The CITY shall cause all subsequent users of the tower structure to first coordinate with Tenant to ensure that their frequencies and antenna locations will be compatible with Tenant and to agree to a clause similar to Paragraph 3a herein, promising to immediately eliminate harmful interference if said users' equipment should interfere with that of Tenant.

4.a. The term of this lease will commenced effective on July 1, 2018, shall expire on June 30, 2019 ("Current Term"), and commencing on July 1, 2019, shall automatically renew, upon the same terms and conditions of the Lease, as amended herein, for up to Five (5) separate consecutive additional periods of One (1) year each (each such One (1) year additional period is hereinafter referred to as an "**Additional Extension Term**"), without further action by Tenant unless either party notifies the other party in writing of its intention not to renew the Lease at least one hundred twenty (120) days prior to the expiration of the Current Term or the then current Additional Extension Term. The Current Term and the Additional Extension Terms are collectively referred to as the Term ("**Term**").

b. In consideration for antenna and ground space, Tenant agrees to pay an annual rental amount of Twenty One Thousand Dollars and no/100 (\$21,000.00) payable in equal monthly installments to the City at its principal address located at 100 North Midwest Boulevard, Midwest City, OK 73110.

c. All charges payable under this agreement such as utilities and taxes shall be billed by CITY within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by CITY, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by CITY. The provisions of this subsection shall survive the termination or expiration of this agreement. Utilities for Tenant's building and equipment need to be separately metered.

5.a. The right of Tenant to occupy the tower site includes the right to maintain a modular equipment shelter installed on a slab foundation, generator and associated appurtenances within the Premises, as well as the right of ingress and egress for

construction, inspections, maintenance and repair of its equipment twenty-four hours per day, seven days a week, EXCEPT in CITY emergency situations. The City Communications Coordinator, Information Technology Director or Emergency Management Director will be contacted prior to entrance into the Premises and onto the Property.

b. Tenant agrees to maintain the existing fencing around the Premises. Any changes to the fencing material and design must be approved by the CITY, however the CITY shall not unreasonably withhold approval.

6. CITY shall not be liable in any way for damages to equipment owned by Tenant unless caused by intentional or negligent act or omission of the CITY, its agents, servants or employees and shall not be responsible or liable for any maintenance or repair of such equipment, nor shall it be responsible to inspect, examine or report any damage to or loss of such equipment. However, all due respect will be given to Tenant's equipment and CITY will in good faith make reasonable efforts not to damage that equipment.

7. CITY shall not be held liable for injury to any personnel working on Tenant equipment on CITY property, except to the extent caused by the intentional misconduct or negligent acts of the CITY. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. CITY will be responsible for the acts and omissions to act of its officers, employees and agents while acting within the scope of their employment, according to the Governmental Tort Claims Act, Title 51, Oklahoma Statutes Section 151 et seq., as amended.

8. Tenant shall pay all costs related to electrical service or any other utility used or consumed by Tenant on the Premises and the Property.

9. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, or by a nationally recognized overnight courier, postage prepaid, to the address as shown below (or to any other address that the party to be notified may have designed to the sender by like notice):

CITY: CITY OF MIDWEST CITY
ATTN: Information Technology Department
100 North Midwest Boulevard
Midwest City, OK 73110
405.869.8600 POC Ryan Rushing; or designee

Tenant: NEW CINGULAR WIRELESS PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: OK1074;
Cell Site Name: West Midwest City (OK)
Fixed Asset No.: 10006289
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: OK1074;
Cell Site Name: WEST MIDWEST CITY (OK)
Fixed Asset No.: 10006289
208 South Akard Street
Dallas, Texas, 75202

10. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 16 of this agreement after the applicable cure periods;

(b) by Tenant upon written notice to CITY, if Tenant is unable to maintain any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon sixty (60) days' prior written notice to CITY for any reason or no reason so long as Tenant pays CITY a termination fee equal to three (3) months' rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this agreement by Tenant under any termination provision contained in any other Section of this agreement.

11. CITY represents, warrants and agrees that CITY solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure.

12. CITY represents and warrants that (i) the Property, as of the date of this agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. CITY and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property and Premises. In the event Tenant becomes aware of any hazardous materials on the Property or Premises, or any environmental, health or safety condition or matter relating to the Property or Premises, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this agreement upon written notice to CITY.

13. Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. CITY will maintain and repair

the Property and access thereto, the tower structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Premises and the communication facility on the Property. CITY agrees to comply with all Laws relating to CITY's ownership and use of the Property and any improvements on the Property.

14. In the event CITY receives notification of any condemnation proceedings affecting the Property or the Premises, CITY will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, and/or Premises or a portion sufficient, in Tenant's sole determination, to render the Premises or Property unsuitable for Tenant, this agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its communication facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid rent on a prorata basis.

15. CITY will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the communication facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this agreement by providing written notice to CITY, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid rent on a prorata basis.

16. a. The following will be deemed a default by Tenant and a breach of this agreement: (i) non-payment of rent if such rent remains unpaid for more than thirty (30) days after written notice from CITY of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this agreement within forty-five (45) days after written notice from CITY specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if it's due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, CITY will have the right to terminate this agreement and to exercise any and all rights and remedies available to it under law and equity.

b. The following will be deemed a default by CITY and a breach of this agreement: (i) CITY's failure to provide access to the Premises as required by Section 5.a. of this agreement within twenty-four (24) hours after written notice of such failure; (ii) CITY's failure to cure an interference problem as required by Section 3 of this agreement within twenty-four (24) hours after written notice of such failure; or (iii) CITY's failure to perform any term, condition or breach of any warranty or covenant under this agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if CITY has commenced to cure the default within such period and provided such efforts are prosecuted to completion with

reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of CITY.

17. Tenant's communication facility shall be deemed personal property for purposes of this agreement, regardless of whether any portion is deemed real or personal property under applicable law; CITY consents to Tenant's right to remove all or any portion of the communication facility from time to time in Tenant's sole discretion and without CITY's consent.

18. a. CITY shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of CITY, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises and the Property as set forth in this Section 18. Tenant's responsibility for taxes under this Section 18 shall be limited to any proportionate increase in taxes that is attributable to the value of Tenant's leasehold improvements. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature; that is or may be imposed upon CITY.

b. In the event CITY receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises or Property, CITY shall provide Tenant with copies of each such notice immediately upon receipt. For any tax amount for which Tenant is responsible under this agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Tenant, with respect to the valuation of the Premises or Tenants' communications facilities on the Property. Upon request and where deemed appropriate by Tenant, CITY shall assign to Tenant all of CITY's right, title and interest in and to any protest right or refund claim for taxes for which Tenant is responsible under this Section 18. The expense of any proceedings described in this Section 18.b. shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid or borne by Tenant.

c. Any tax-related notices shall be sent to Tenant in the manner set forth in Section 9 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the effective date of this agreement, CITY shall provide the following address to the taxing authority for the authority's use to communicate with Tenant.

NEW CINGULAR WIRELESS PCS, LLC:
ATTN: Real Estate Administration – Taxes
Re: Cell Site # OK1074; Cell Site Name: WEST MIDWEST CITY (OK)
Fixed Asset Number: 10006289

575 Morosgo Drive NE
Atlanta, GA 30324

19.a. If CITY, at any time during the Term of this agreement, decides to sell, subdivide or otherwise transfer all or any part of the Premises to a purchaser other than Tenant, CITY shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, CITY or its successor shall send the following documents to Tenant:

- i. deed to Property or other applicable instrument of transfer
- ii. New IRS Form W-9
- iii. Full contact information for new owner including phone number(s)

It shall not be an event of default for failure to make payments if Tenant holds payments due under this agreement until Tenant receives all such documents.

b. Any sale of areas of the Property for the installation, operation or maintenance of other wireless communications facilities shall be subject to restrictions against interference with Tenant's permitted use.

20.a. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit "C". Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion.

b. Except for the indemnity obligations set forth in this agreement, and otherwise notwithstanding anything to the contrary in this agreement, Tenant and CITY each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

c. The terms and conditions contained in this agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns. This agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this agreement and the transactions it contemplates. This agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

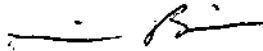
d. As a condition precedent to payment, CITY agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this agreement and at such other times as may be reasonably requested by Tenant, including, any change in CITY's name or address.

Approved this 20th day of JUNE, 2018

Tenant:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation, its Manager

By: 
Name: MICHAEL BRIDWELL
Title: Area Mgr - Const & Eng

CITY:
The City of Midwest City, Oklahoma

By: _____
Name: Matt Dukes
Title: Mayor

Approved as to form and legality this _____ day of _____, 2018.

City Attorney

EXHIBIT "A"

Legal description of the Property:

All of Lot Four (4), in Block Eighteen (18), in the Replat of Atkinson Heights, being a subdivision in the South Half (S1/2) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the I. M., in Oklahoma County, State of Oklahoma, as shown by the recorded plat in Book 24 of Plats, at Page 27 thereof.

(WARRANTY DEED RECORDED IN BOOK 637, PAGE 68, DEED RECORDS OF OKLAHOMA COUNTY, OKLAHOMA.)

Legal description of the Premises:

BEGINNING at a point S 89°30'37" E, 93.49 feet and S 00°29'23" W, 9.53 feet from the Northwest Corner of Lot 4, Block 18, ATKINSON HEIGHTS, Being a Subdivision in the South 1/2 of Section 10, T11N - R2W of the Indian Meridian, Oklahoma County, Oklahoma; Thence S 89°14'34" E a distance of 20.00 feet; Thence S 01°16'37" W a distance of 11.44 feet; Thence N 89°14'34" W a distance of 20.00 feet; Thence N 01°16'37" E a distance of 11.44 feet to the POINT OF BEGINNING. Said Tract contains 0.005 acres of land more or less. (AS SHOWN ON PREVIOUS SURVEY BY CIMARRON SURVEYING & MAPPING CO., LS# 189, DATED 6-28-94, FOR SOUTHWESTERN BELL MOBILE SYSTEMS, INC.)

(Generator Lease Site Description)

A tract of land lying in and being a part of Lot 4, Block 18, in the Replat of Atkinson Heights, being a subdivision in the South Half of Section 10, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, as shown by the plat in Book 24 of plats at Page 27, and being further described in Book 637, Page 68, Deed Records of Oklahoma County, Oklahoma; Said tract being more particularly described as follows:

Commencing at a 1/2" iron rod found for the Northwest corner of said Lot 4, Block 18; Thence N 89°11'25" E on the North line of said Lot 4, Block 18 a distance of 99.99 feet to a point on said North line; Thence S 00°48'35" E perpendicular to said North line a distance of 24.06 feet to a "Cut X" set for the Northwest corner, said corner also being the Point Of Beginning; Thence N 89°11'25" E a distance of 10.00 feet to a "Cut X" set for the Northeast corner; Thence S 00°48'25" E a distance of 4.00 feet to a 1/2" iron rod w/cap set for the Southeast corner; Thence S 89°11'25" W a distance of 10.00 feet to a 1/2" iron rod w/cap set for the Southwest corner; Thence N 00°48'35" W a distance of 4.00 feet to the Point of Beginning, containing 40.00 square feet or 0.001 acres, more or less.

ACCESS NOTE: AT&T Mobility has common access through the Parent Tract to Mid America Boulevard, a public Street.

EXHIBIT "B"

See attached drawings dated October 3, 2016 consisting of six (6) pages.

EXHIBIT "C"

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

Michael Fraunces, President
(858) 799-7850
Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130

Parcel #: R150144140

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: OK1074
Cell Site Name: WEST MIDWEST CITY (OK)
Fixed Asset Number: 10006289
State: OK
County: Oklahoma

**MEMORANDUM
OF
AMENDED AND RESTATED LEASE AGREEMENT**

This Memorandum of Amended and Restated Lease Agreement is entered into on this ____ day of _____, 201__, by and between The City of Midwest City, Oklahoma, having a mailing address at 100 North Midwest Boulevard, Midwest City, OK 73110 (hereinafter referred to as "**CITY**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Oklahoma City SMSA Limited Partnership, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. CITY and Tenant entered into a certain Amended and Restated Lease Agreement dated _____, 201__ (hereinafter, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Midwest City, County of Oklahoma, commonly known as 300A West Mid America Boulevard. All of the foregoing are set forth in the Agreement.
2. The Agreement amends and restates in its entirety a certain Lease Agreement, originally between CITY and Oklahoma City SMSA Limited Partnership, dated August 17, 1994.
3. The New Initial Term will be one (1) year ("**New Initial Term**") commencing on July, 2018, with five (5) successive one (1) year options to renew.
4. The portion of the land being leased to Lessee (the "**Premises**") is described in **Exhibit 1** annexed hereto.

5. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

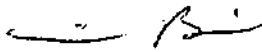
IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

CITY:
The City of Midwest City, Oklahoma

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By:  _____

Print Name: Matt Dukes _____

Print Name: MICHAEL BRIDWELL
Area Mgr - Const & Eng

Title: Mayor _____

Title: _____

Date: _____

Date: 6/20/18 _____

TENANT ACKNOWLEDGEMENT

STATE OF MO)
) SS.
COUNTY OF ST LOUIS)

I certify that I know or have satisfactory evidence that Michael Bidwell is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Area MGR CSE of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6-20-18

<p style="text-align: center;">Notary Seal</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"><p>A. CARSON Notary Public - Notary Seal STATE OF MISSOURI Commissioned for Saint Louis County My Commission Expires: October 13, 2019 Commission # 15698277</p></div>	<p style="text-align: center;"><u>A. Carson</u> _____ (Signature of Notary)</p> <p style="text-align: center;"><u>A. Carson</u> _____ (Legibly Print or Stamp Name of Notary)</p> <p>Notary Public in and for the State of <u>MO</u></p> <p>My appointment expires: <u>10-13-19</u></p>
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Exhibit 1 to Memorandum of Agreement

Legal Description

Street Address: 300A West Mid America Boulevard, Midwest City, OK 73110

Parcel #: R150144140

Legal description of the Property owned by CITY:

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ACCESS NOTE: AT&T Mobility has common access through the Parent Tract to Mid America Boulevard, a public Street.



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: June 26, 2018

SUBJECT: Discussion and consideration of approving and entering into an updated maintenance agreement with Superior, LLC for hosted Naviline services for the City in an amount not to exceed \$91,811.00 per year.

The Naviline application is the City's utility billing, finance, payroll, permitting, and licensing software package. The updated agreement includes our standard annual maintenance fee and new to this agreement is hosted Naviline services. Historically, the City has maintained the following five servers on-site, the IBM iSeries, Naviline application server, Cognos report writer system, Document Management System, and the eCommerce web server. This agreement takes advantage of Superior's cloud-based service and allows for all but one of the servers to be hosted in the Superior cloud. The hosted environment includes disaster recovery allowing for fail over to a separate data center several hundred miles away. The addition the cloud solution allows us to forgo the overdue purchase of a new IBM iSeries and cancel multiple software support agreements related to maintaining the iSeries.

Staff recommends approval.




Superion Solutions Agreement

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

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

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

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

Superion, LLC	Midwest City Municipal Authority
1000 Business Center Dr. Lake Mary, FL 32746	100 North Midwest Blvd. Midwest City, OK 73140
By: 	By:
Print Name: Tom Amburgey	Print Name: Matt Dukes
Print Title: General Manager	Print Title: Mayor
Date Signed: 6/20/2018	Date Signed:

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

2. **Term.**

- 2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. The Customer may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the initial or current contract term. Superion may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party two (2) months prior to the expiration of the renewal term or any successive term thereafter.

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

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

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Superior Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Superior Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Superior Solution updated to the particular time in question through Superior's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. "**Component System**" means any one of the Superior Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Superior Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. "**Custom Modification**" means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. "**Defect**" means a material deviation between the Baseline Superior Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control.
- 4.10. "**Documentation**" means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Superior Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Superior Solutions as intended by this Agreement.
- 4.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. "**Maintenance**" means optimization, error correction, modifications, and updates to Superior Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.
- 4.16. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health

information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU Data Protection Directive (Directive 95/46/EEC), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Superior Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. **"Superior Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Superior Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superior or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"Superior Systems"** means the information technology infrastructure used by or on behalf of Superior to deliver Superior Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Superior Solutions that are not proprietary to Superior.

5. License, Access & Services.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superior hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable license to the current version of the Superior Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution. Nothing in this agreement will affect Customer's current ownership of software licenses. Should there arise a need to revert back to a premises based system, Customer retains right and title to all of its previously licensed solutions.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. Superior shall deliver to Customer the initial copies of the Superior Solution(s) outlined in Exhibit 1 by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point, and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Superior Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. Documentation License. Superior hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Superior Solutions.
- 5.4. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.4.1. Superior has and will retain sole control over the operation, provision, maintenance, and management of the Superior Solutions; and
 - 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Superior Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Superior Solutions, and conclusions, decisions, or actions based on such use.

- 5.5. Limitations. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including, if required by Superior, remote access to the Equipment. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.6. Exceptions. Superior has no obligation to provide Support Services relating to any Defect with the Superior Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third party;
 - 5.6.2. any operation or use of, or other activity relating to, the Superior Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Superior Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.6.3. any negligence, abuse, misapplication, or misuse of the Superior Solution other than by Superior personnel, including any Customer use of the Superior Solution other than as specified in the Documentation or expressly authorized in writing by Superior;
 - 5.6.4. any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
 - 5.6.5. the operation of, or access to, Customer's or a third party's system, materials or network;
 - 5.6.6. any relocation of the Superior Solution other than by Superior personnel;
 - 5.6.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
 - 5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Superior Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Superior Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
- 5.8. Changes. Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Superior Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Superior Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.9. Subcontractors. Superior may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.10. Security Measures. The Superior Solution may contain technological measures designed to prevent unauthorized or illegal use of the Superior Solution. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Superior Solution; (b) Superior may deny any individual access to and/or use of the Superior Solution if Superior, in its reasonable discretion, believes that person's use of the Superior Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Superior Solutions.
6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Superior Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Superior Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Superior Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Superior Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Superior Solutions or access or use the Superior Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the Superior Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Superior Systems, or Superior's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Superior Solutions, including any copy thereof;
- 6.7. access or use the Superior Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Superior Solutions for purposes of competitive analysis of the Superior Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superior's detriment or commercial disadvantage or otherwise access or use the Superior Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Superior Solutions are accessed or used; (b) provide Superior Personnel with such access to Customer's premises and Customer Systems as is necessary for Superior to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superior may reasonably request to enable Superior to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Superior Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superior of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Superior Personnel are performing services at Customer's site, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing or in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Superior Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superior includes the Superior Solutions, all software provided with the Superior Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Superior Solutions and any software provided with the Superior Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
 - 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
 - 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
 - 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. Superior will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superior will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Superior Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

10.3. To the extent that Authorized Users are permitted to have access to the Superior Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superior in the Superior Solutions and Documentation, and disclaim any liability or responsibility of Superior with respect to such Authorized Users.

11. Personal Data. If Superior processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superior's obligations under this Agreement, then:

11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superior shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superior so that Superior may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superior processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superior to provide the Superior Solutions and perform its other obligations under this Agreement; and

11.3. Superior shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and

11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

12.1. Software Warranty. Superior warrants to Customer that for a period of twelve (12) months from the Execution Date, the Superior Solutions (as delivered to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.

12.2. Professional Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superior within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superior's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.

12.3. Support Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.

12.4. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SUPERION SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY,**

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERIOR EXPRESSLY DOES NOT WARRANT THAT A SUPERIOR SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SUPERIOR SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERIOR PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERIOR'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

13. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superior: **Superior**
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235 **email: info@superion.com**
Attention: Senior Counsel / Contracts Department

If to Customer: **City of Midwest City**
100 North Midwest Blvd.
Midwest City, OK 73110
Phone: 405-739-1373 **email: RRushing@midwestcityok.org**
Attention: Ryan Rushing

14. Force Majeure.

- 14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. Superior Indemnification. Superior shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Superior Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 15.1.1. Third-Party Materials or Customer Data;
 - 15.1.2. access to or use of the Superior Solutions in combination with any hardware, system, software, network, or other materials or service not provided by Superior or specified for Customer's use in the Documentation;
 - 15.1.3. modification of the Superior Solutions other than: by or on behalf of Superior or with Superior's written approval in accordance with Superior's written specification;
 - 15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superior; or

15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superior Indemnitee.

15.2. Customer Indemnification. As allowed by Oklahoma law, Customer shall indemnify, defend, and hold harmless Superior and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superior resulting from any Action by a third party (other than an Affiliate of Superior) that arise out of or result from, or are alleged to arise out of or result from:

15.2.1. Customer Data, including any Processing of Customer Data by or on behalf of Superior in accordance with this Agreement;

15.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

15.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

15.4. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPERION SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superior's Confidential Information relating to the Superior Solutions, and within thirty (30) days deliver to Superior, or at Superior's request destroy and erase Superior's Confidential Information from all systems Customer directly or indirectly controls; and

17.2. all amounts payable by Customer to Superior of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration.

17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

17.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superior shall within 60 days following such expiration or termination, deliver to Customer in Superior's standard format the then most recent version of Customer Data maintained by Superior, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Superior Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), Superior will provide reasonable assistance. Superior and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superior and Customer in effecting Deconversion, as well as the appropriate date for completion. Superior shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superior's then standard rates.

18. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by

operation of law, or otherwise, without Superior's prior written consent, which consent Superior may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

19. No Waiver. A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

20. Arbitration of Disputes. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

20.1. **Arbitration Procedure.** The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), and the relief requested, as well as any proposed changes to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures to be followed in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties further agree that judgment may be entered upon the award by of any court having jurisdiction.

21. Jurisdiction and Governing Law. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Oklahoma excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in Oklahoma, or a United States District Court for the Western District of Oklahoma, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

22. Severability. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

23. LIMITATIONS OF LIABILITY.

23.1. **LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.**

23.2. **EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.**

23.3. **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

24. Third-Party Materials. Customer is hereby advised that Superior provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superior is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superior is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superior to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.

25. Entire Agreement; Amendment and Modification. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Superior letterhead issued by authorized Superior representatives and signed by Customer shall constitute an amendment to this Agreement.

26. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

27. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

28. Cooperative Purchases. This Contract may be used by other government agencies. Superior has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superior and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

29. Incorporated Exhibits to this Agreement:

- 29.1. Exhibit 1 – Project Cost Summary
- 29.2. Exhibit 2 - Maintenance & Support Standards
- 29.3. Exhibit 3 – Travel Expense Guidelines
- 29.4. Exhibit 4 – Insurance Requirements
- 29.5. Exhibit 5 – Scope of Work

EXHIBIT 1
Project Cost Summary

	Applications and/or Services	Annual Access Fee
Existing NaviLine Products (Currently Licensed)	OnePoint Point-of-Sale (1)	1533.35
	OnePoint C2G eCheck Act. (1)	1505.30
	NaviLine Work Orders/Facility Management (1)	7638.70
	NaviLine Time & Attendance Interface-Generic (1)	675.00
	NaviLine Purchasing/Inventory (1)	6963.40
	NaviLine Payroll/Personnel (1)	9875.40
	NaviLine Land/Parcel Mgmt (1)	4445.35
	NaviLine GMBA w/Extended Reporting (1)	11640.90
	NaviLine Fixed Assets (1)	2771.25
	NaviLine Document Management Services (1)	1427.90
	NaviLine Customer Information System (1)	18977.13
	NaviLine Cash Receipts (1)	2700.95
	NaviLine Business Licenses (1)	2968.25
	NaviLine Building Permits (1)	5669.20
	NaviLine Accounts Receivable (1)	4206.20
	Modifications (32)	1000.00
	Cognos BI: Administrator (1)	2200.00
Click2Gov Core Module (1)	1308.30	
Click2Gov CIS Module (1)	4304.70	
		TOTAL \$91,811
Terminating NaviLine Products	Edge User Interface, Click2Gov Wireless BP	
Existing Third Party Products (Currently Licensed)	Cognos BI:Adminsitrator, Click2Gov Core Module, Oracle BEA WebLogic Express	Included in Annual Access Fee
Terminating Third Party Products	Edge	
Retrofit Modifications	32 Mods	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by Superior. Site to Site VPN, Setup, Implementation, HELP Card, Disaster Recovery Plan for Superior applications.	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; \$600 per additional refresh.	Included in Annual Access Fee
	Total Proposed System:	\$91,811

NOTES

	<u>Sample Annual Pricing</u>	<u>Annual Fees</u>
Year 1		\$ 91,811.00
Year 2		\$ 94,565.33
Year 3		\$ 97,402.29
Year 4		\$ 100,324.36
Year 5		\$ 103,334.09
	3% increase per year	

The Annual Access Fee for any additional applications purchased will be placed on the same term as the original contract.

Travel and related expenses of the trainers, installers, or project managers are in addition to the above costs and they are billed separately.

Customer will be contacted by the Superior Project Manager to begin the implementation process.

PAYMENT TERMS:

- a. The Annual Access Fee is due upon the Execution Date, and annually thereafter on the Anniversary of the Execution Date, to be paid in monthly installments of the annual amount.
- b. Additional Costs. Customer will reimburse Superior for actual travel expenses that Superior incurs in providing Customer with Support Services and Professional Services under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Exhibit 3 (“**Superior Travel Expense Guidelines**”) attached hereto and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.
- c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior valid proof of exemption.
- d. If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until all past due amounts have been paid.

EXHIBIT 2

Support Standards

1. Service Level Commitments

1.1. Overall System Availability.

1.1.1. **Target.** In each Service Period, the target for availability of the Superior Solutions is 99.9% (“Availability Target”). “**Service Period**” means 24 hours per day Monday through Sunday each calendar month that Customer receives the Superior Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. Superior will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and Superior will notify the Customer if the entire maintenance window will be required.

1.1.2. **Measurement.** Service availability is measured as the total time that the Superior Solutions are available during each Service Period for access by Customer (“**Service Availability**”). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at Superior’s hosted environment. Superior has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override Superior’s measurements for the purposes of calculating Service Availability. Additionally, the use must be:

1.1.2.1. mutually agreed upon by Superior and the Customer.

1.1.2.2. paid, installed and maintained by the Customer.

1.1.2.3. non-invasive and may not reside on Superior’s systems.

1.2. Calculation. Service Availability for a given month shall be calculated using the following calculation:

1.2.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

1.2.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

1.2.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

1.3. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

1.4. If not directly reported by Superior, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Superior’s failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Superior Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. Superior will provide reporting, showing performance and service levels.

2. Server Performance & Capacity.

2.1. Superior shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Superior Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

2.2. “In-network” is defined as any point between which the data packet enters the Superior environment and subsequently departs the Superior environment. Any point of communications outside of the Superior

protected network environment shall be deemed as “out-of-network.” Superion is not responsible for Internet connectivity and/or performance out-of-network.

3. System Maintenance.

- 3.1. Superion Solutions maintenance and upgrades. Superion will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superion. Maintenance and upgrades will be scheduled in advance with the Customer’s primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 3.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer’s standard business hours of operation and the Customer will be notified prior to the upgrade.
- 3.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. Superion will attempt to notify the Customer promptly, however if no contact can be made, Superion management may deem it necessary to move forward with the emergency maintenance.

4. Incident Response. Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Superion will make commercially reasonable efforts to respond to Superion Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Superion Solutions or results in loss, corruption or damage to Customer’s Data.	Superion will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Superion Solutions or materially restricts Customer’s day-to-day operations.	Superion will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Superion Solutions but a fault exists that restricts the Customer’s use of the Superion Solutions.	Superion will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Superion Solutions.	Superion will respond within 24 hours of the issue being reported.	95%

4.1. Measurement. Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

5. Disaster Recovery. Superion provides disaster recovery services for Superion Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer’s data center is inaccessible or rendered non-functional, Superion will provide the ability to connect to the appropriate data center using software provided by Superion. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer’s facilities.

6. Exceptions. Superion shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

- 6.1. defectiveness of the Customer’s environment, Customer’s systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Superion Solutions.
- 6.2. denial of reasonable access to Customer’s system or premises preventing Superion from addressing the issue.
- 6.3. material changes made to the usage of the Superion Solutions by Customer where Superion has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Superion Solutions.
- 6.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
- 6.5. a documented Defect.

- 7. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Superior provides a continuous resolution effort until the issue is resolved.
- 8. Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, Superior will prioritize these requests, and determine if extra time is needed to order equipment or software.
- 9. Non-Production Environments.** Superior will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 9.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
- 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4 as circumstances dictate. Service requests will otherwise be prioritized and scheduled similar to production service requests.

10. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	Superior Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superior's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Superior Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Superior Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 11. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a

VPN concentrator, including router, this will be provided by Superion. It will reside at Customer's location but is, and shall remain the property of Superion.

- 12. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 13. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Superion Solutions.
- 14. Development Work.** The Support Standards do not include development work either (i) on software not licensed from Superion or (ii) development work for enhancements or features that are outside the documented functionality of the Superion Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. Superion retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from Superion as a separate billable service.
- 15. Disagreement Procedure.** In case the parties are in disagreement as to whether Superion has fulfilled its support obligations, they shall use all reasonable efforts to amicably settle such dispute. If disagreement remains following a ten (10) day work period, the parties shall escalate the issue to the following representatives to resolve the dispute:

Superion: Director of Operations (first level); VP of Services (escalation – 1st level); General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute the parties have a duty to continue fulfilling all their other obligations under this Agreement.

16. Telephone Support & Support Portal

- 16.1. Hours.** Superion shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Superion in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Superion Solutions or an act or omission of Superion, then Customer shall pay for Superion's investigation and related services at Superion's standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases.** Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Superion Solutions shall be furnished by means of new Releases of the Superion Solutions and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number.** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a Superion support representative has been directly contacted by Customer either by phone, email, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer.

SUPERIOR TRAVEL EXPENSE GUIDELINES

Superior will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superior Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superior will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superior shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Superior will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superior employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superior shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superior auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superior staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4 - MINIMUM INSURANCE REQUIREMENTS

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Superior or around Superior's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 26, 2018

Subject: (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.

Executive Summary: This item is a request to subdivide a single parcel into six (6) individual parcels for single family development. The proposed lots all have frontage on E. Reno Ave. and well exceed the minimum lot size in the R-6, Single Family Residential zoning district. The applicant is proposing a sewer line extension to serve all of the lots. Municipal water services are currently available for all proposed lots. The Park Land Review committee recommended approval of submission of a fee in lieu of park land dedication at their meeting on June 14, 2018.. Staff recommends approval of the Oakes Crossing Preliminary Plat.



Dates of Hearing:

Planning Commission -
June 5, 2018

City Council – June 26,
2018

Council Ward: Ward 3,
Española Bowen

Owner/Applicant: Steve
and Cindy Merriman

Engineer: E. D. Hill

Proposed Use: Six (6)
single family residential
lots

Size:

The area of request has a frontage along E. Reno Avenue of approximately 657.22 ft. and a depth of approximately 329.82 ft, containing an area of approximately 4.98 acres.

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential
North, South and East – R-6, Single Family Detached Residential
West – R-6, Single Family Detached Residential and R-6, Single Family Detached Residential with a Special Use Permit for a church

Land Use:

Area of Request – site of one single family residence and accessory building
North, South and East – single family residences
West – one single family residence and a church

Municipal Code Citation:

2.7.1. R-6, Single –Family Detached Residential District

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA). Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

38-18.1. Purpose

The purpose of a Preliminary Plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of the Subdivision Ordinance.

History:

1. This area has been zoned single-family residential since the adoption of the 1985 zoning code and has never been platted.
2. The Planning Commission recommended approval of this item on June 5, 2018.

Engineer's Comments:

Water Supply and Distribution

A twelve (12) inch public water main is located on the north side of East Reno Avenue in the street right-of-way extending along the south side of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewer Collection and Disposal

Section 38-18 in the Subdivision Regulations requires all existing and proposed public sanitary sewer mains be reflected on the preliminary plat.

An eight (8) inch public sewer main is located approximately 330 feet north of the area of request.

The applicant proposes to construct a public sewer line extension through the site to provide service to the proposed lots in area of request.

Improvement plans for the sewer line extensions must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Connection to the public sanitary sewer system for domestic service is a building permit requirement per Municipal Code Chapter 43-109 for all lots.

Streets and Sidewalks

Section 38-18 in the Subdivision Regulations requires all existing and proposed public streets and sidewalks be reflected on the preliminary plat.

Access to the area of request is available from East Reno Avenue and is classified as a secondary arterial in the 2008 Comprehensive Plan. East Reno Avenue is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for secondary arterials and presently, East Reno Avenue has one hundred (100) feet of right-of-way adjacent to and parallel to the south side of the area of request

Right of way grants to the city are not required with this application.

The lack of sidewalks do not meet current code for residential development. Section 38-59 of the subdivision code allows for the waiver of sidewalk improvements in cases where the improvements would not match the current or future development standards of the area properties. A waiver would apply to this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is mainly from the southeast to the northwest via overland flow to a flume that discharges into a neighborhood pond. Currently, the area of request is mainly undeveloped with a single family residence. No increase to the water flowing off site will be allowed at any time during this development. Single lot detention facilities to service the area of request will be constructed to meet this requirement of zero increase to water runoff.

The designer feels the additional housing with their detention facilities will not have an adverse impact on the adjacent properties

Subdivision regulations state all primary and secondary drainage channels shall be provided and improved whether a part of a subdivision of land or for individual tracts in accordance with the requirement herein prior to the issuance of a building permit.

The area of request is not affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

No identified wetlands are located on or abutting the area of request as shown on the Choctaw quadrangle of the 1989 National Wetlands Inventory map as prepared by the United States Department of the Interior Fish and Wildlife Service.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed. All proposed side lot and rear lot utility easements, as well as previously dedicated utility and drainage easements are illustrated on the preliminary plat.

All easements and right of way dedications are to comply with Code Sections 38-41 and 38-44.

Fire Marshal's Comments:

The Fire Department has reviewed this preliminary plat. The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15.

Staff Comments:

The purpose of this preliminary plat is to split the existing 4.98 acre lot into six (6) individual lots for single family residential development. All of the proposed lots will have frontage along E. Reno Avenue. Proposed lot 1 is shown as 1.57 acres in size. The applicants plan to build their future home on this lot. Proposed lots 2-6 are shown on the preliminary plat to be approximately .68 acres, or 29,690 square feet, in size.

The dedication of parks and open space is required with this application as the density is greater than one unit per net acre, however, due to the location along a major arterial road and the configuration of the large lots, the applicants have requested a variance to this requirement. Due to the depth of the lots and each of the lots having frontage onto E. Reno Avenue, it would be difficult to have an area designated for park land that would be easily accessible to all property owners of the subdivision. This proposed subdivision is narrowly above the minimum requirement for dedication as the lot is 4.98 acres and six (6) dwelling units are proposed. An email dated May 21, 2018 is attached from the applicant requesting a waiver to this requirement.

In the Subdivision Regulations, Section 38-51.4. *Reservation of Future Park/Open Space or the Contribution of Money:*

(A) Contribution of Land or Money Determination

The determination as to whether the subdivider will contribute land or money will be made by the Park Land Review Committee after submission of the Sketch Plat and the Pre-Application Meeting (Section 38-35) and before the Preliminary Plat approval.

(B) Contribution Determination Appeal

June 26, 2018

1. The decision by the Park Land Review Committee may be appealed to the City Council.
2. In the case of any appeal, the matter shall be presented first to the Park and Recreation Board and then to the Planning Commission.
3. Upon review, the Park and Recreation Board and the Planning Commission shall make recommendations to the City Council.

The Park Land Review Committee met on June 14, 2018 and recommended approval of a fee in lieu of the required park land dedication. According to the subdivision regulations, the fee will be negotiated between staff and the applicant prior to application for the final plat.

The Midwest City Master Trails Plan does not identify planned trails through the area of request. A Tree Canopy Management Plan is not required as the area of request is less than five (5) acres.

There is one (1) existing residence within the area of request.

Since this preliminary plat meets the subdivision regulations, staff recommends approval of the preliminary plat of Oakes Crossing subject to these comments.

Action Required: Approve or reject the preliminary plat of Oakes Crossing located on the property as noted herein, subject to the staff comments and found in the June 26, 2018 agenda packet and made a part of PC- 1946 file.

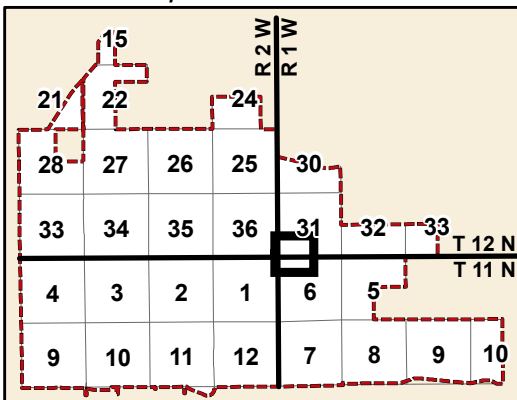


Billy Harless, AICP
Community Development Director

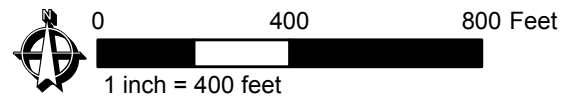
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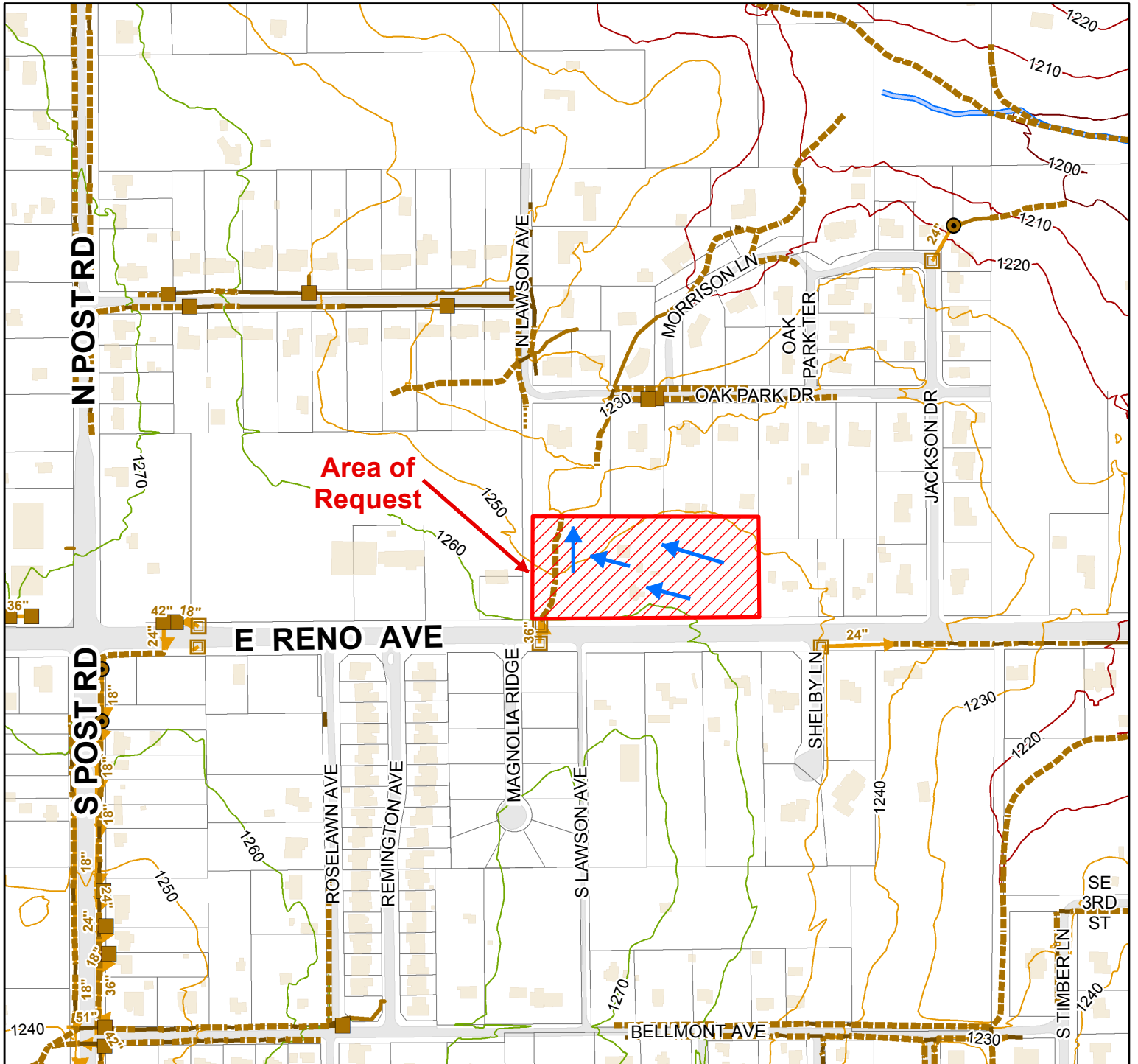
Locator Map



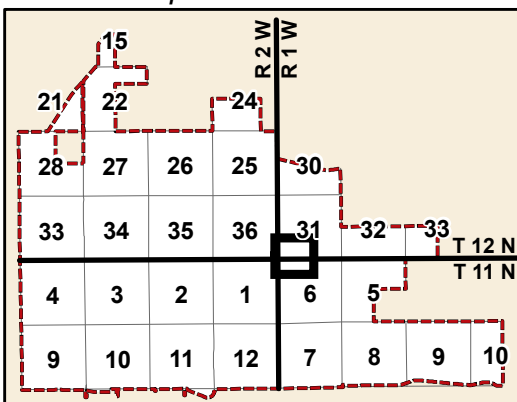
**2017 DOP (AERIAL) VIEW FOR
PC-1946
(SW/4, Sec. 31, T12N, R1W)**



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Locator Map

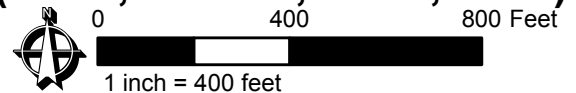


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

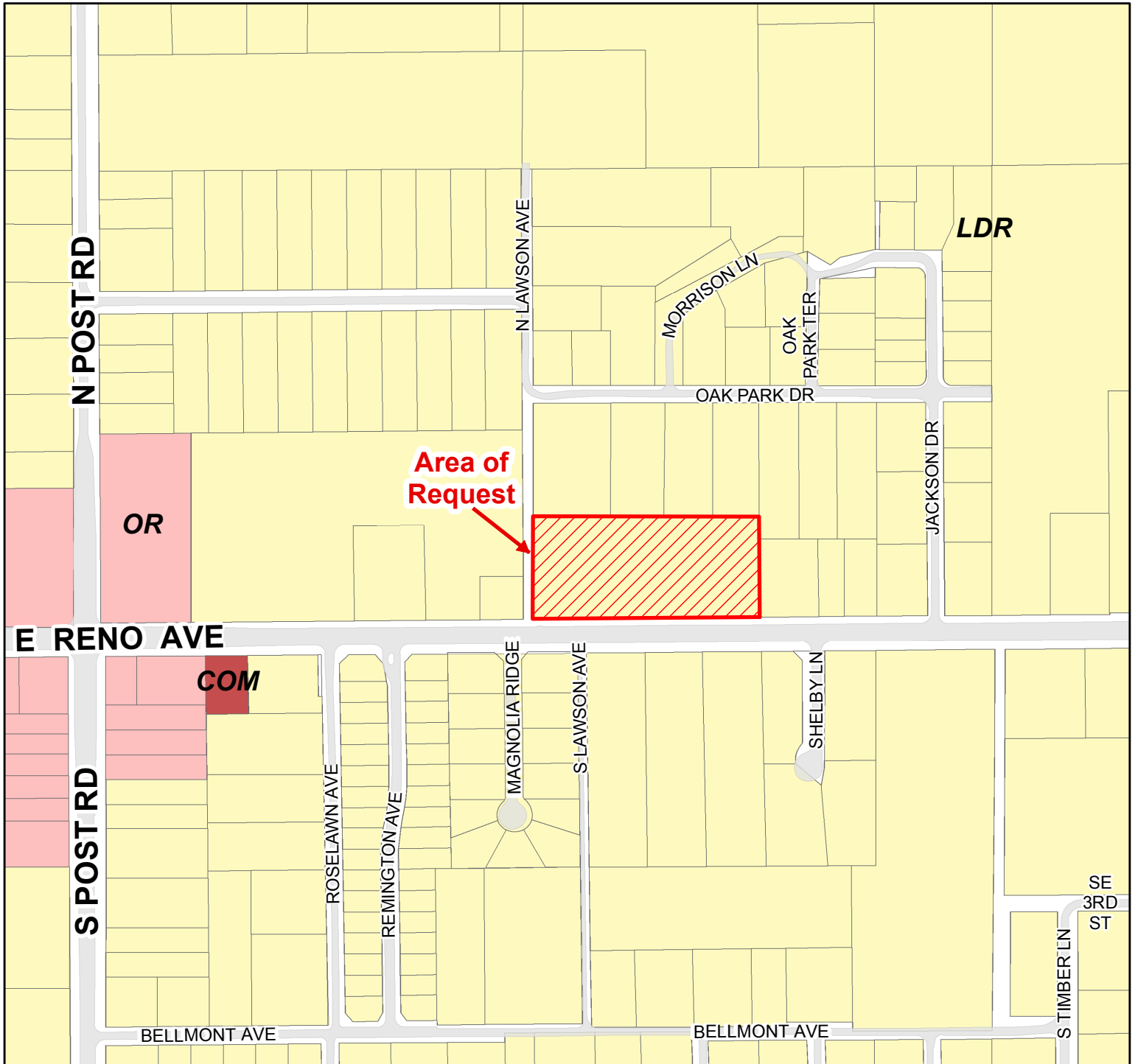
2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

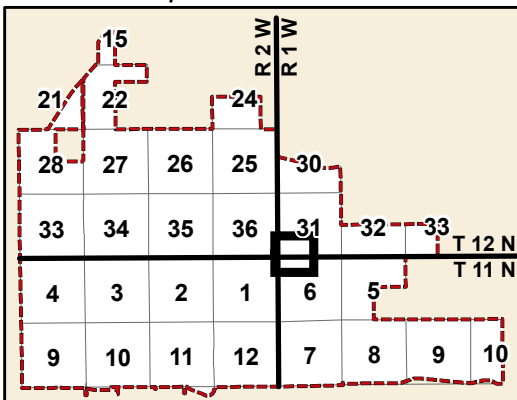
DRAINAGE LOCATION MAP FOR PC-1946 (SW/4, Sec. 31, T12N, R1W)













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Locator Map



Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-1946**

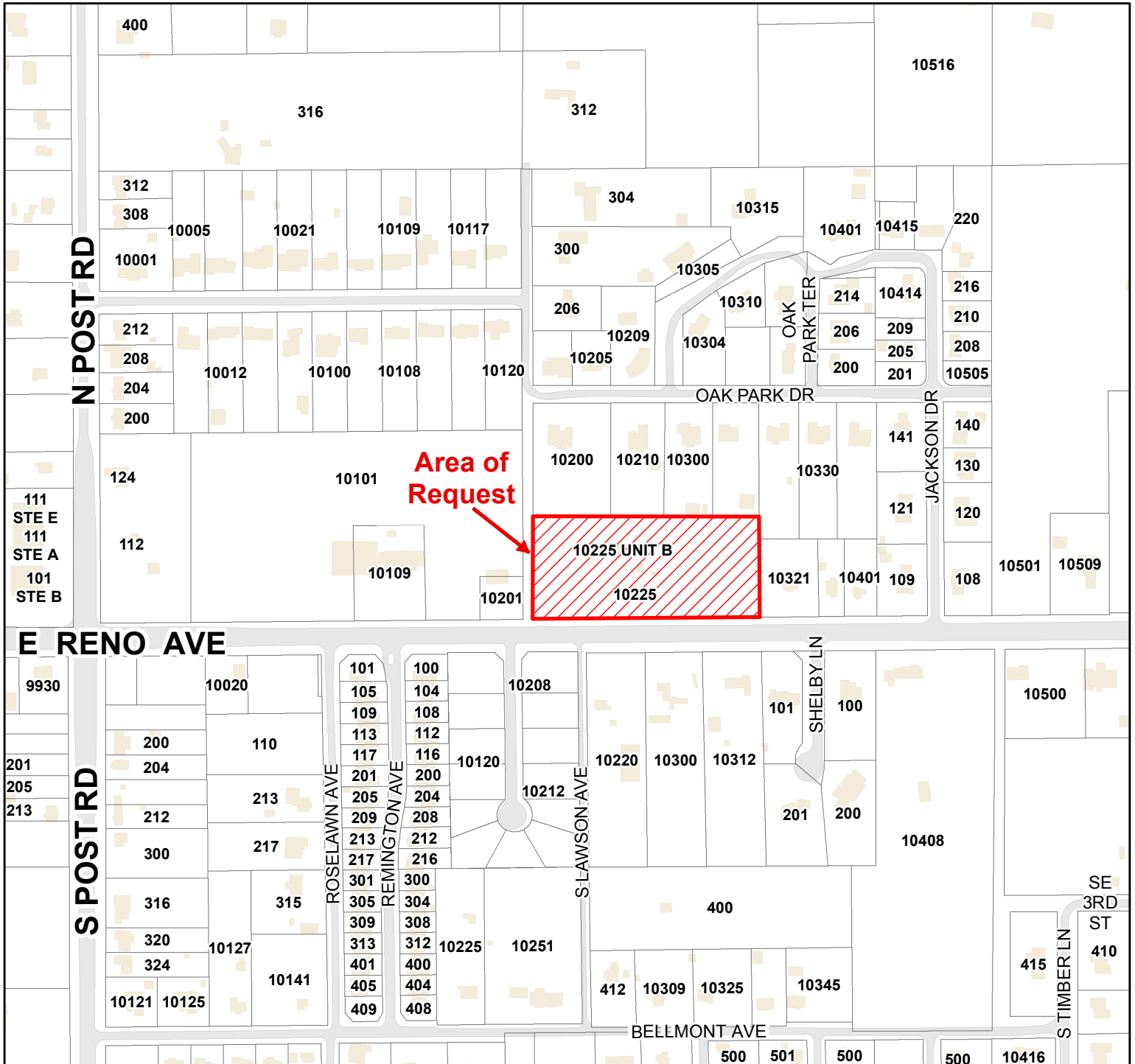
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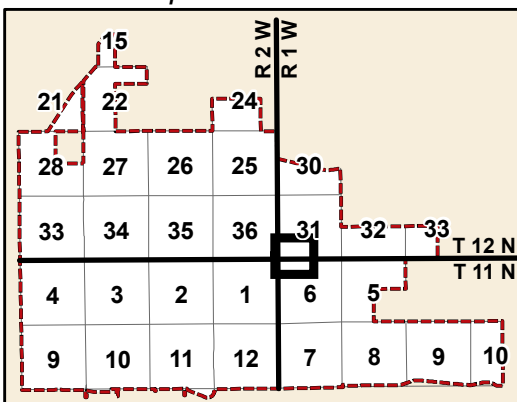
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


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Locator Map



General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

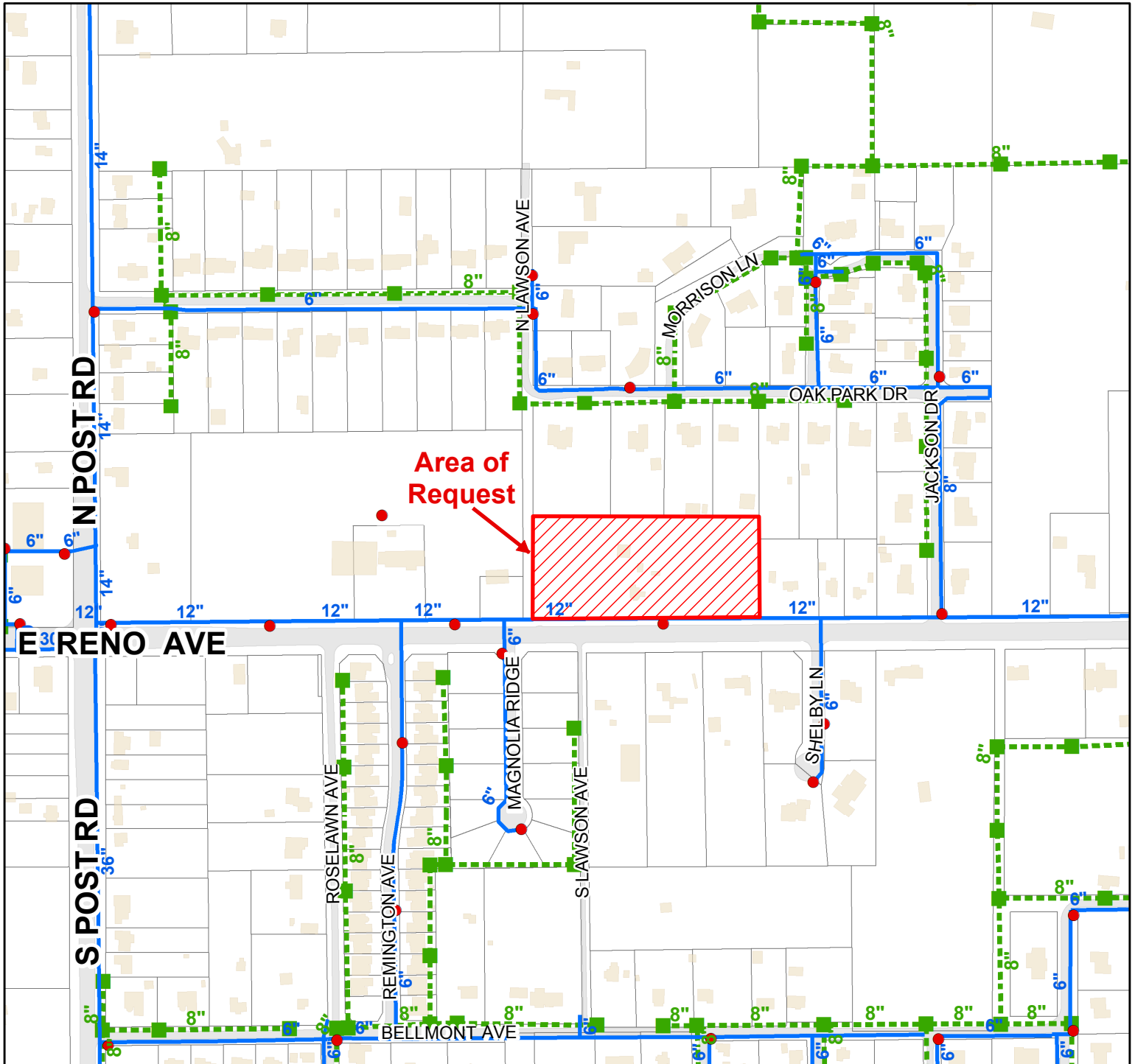
**GENERAL MAP FOR
PC-1946
(SW/4, Sec. 31, T12N, R1W)**



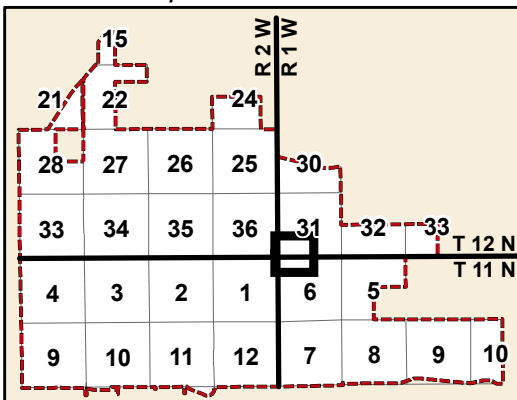
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Locator Map



Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

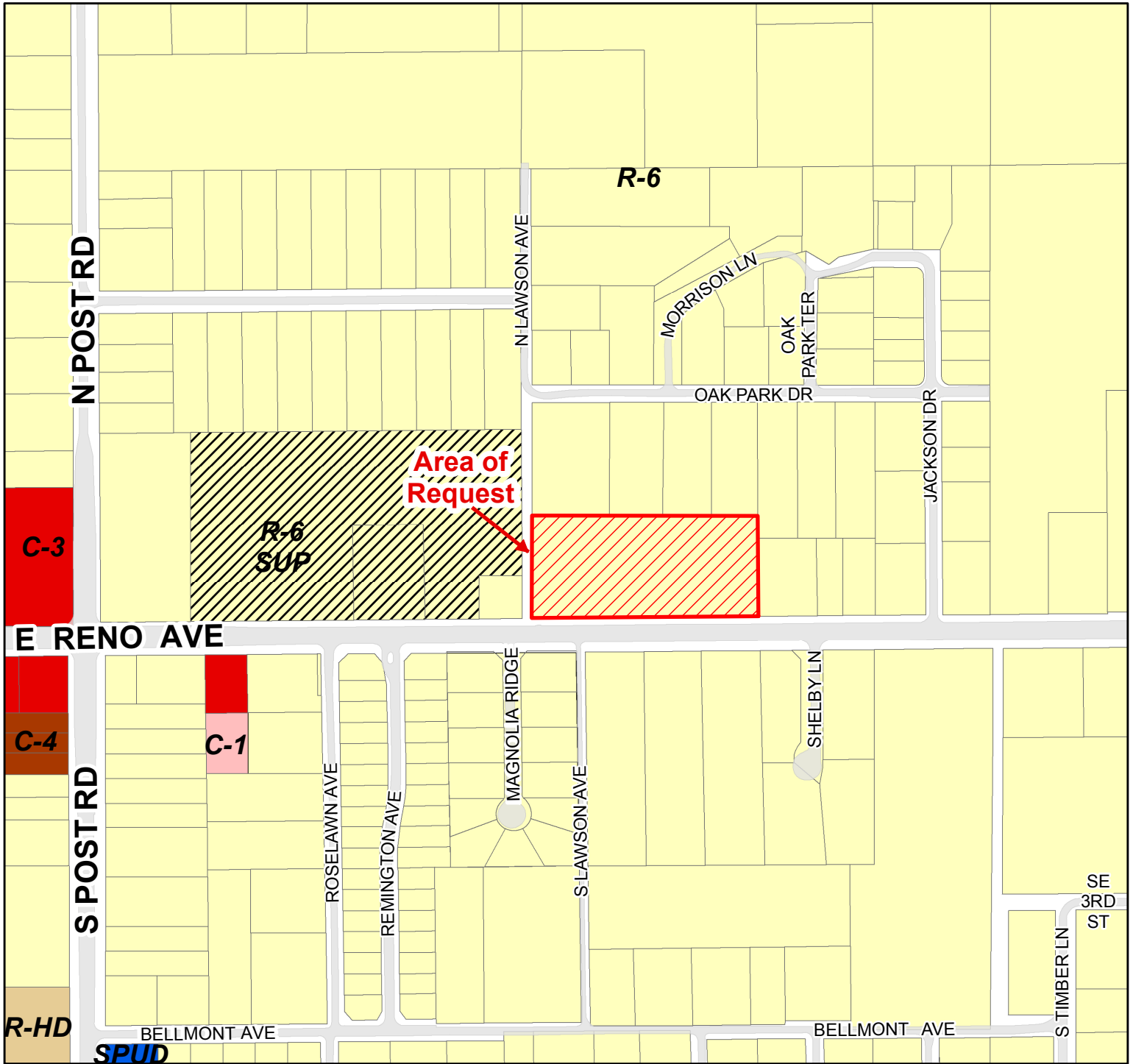
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1946
(SW/4, Sec. 31, T12N, R1W)**



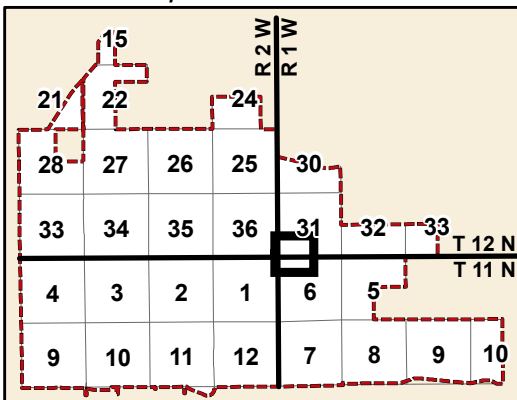
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1 inch = 400 feet

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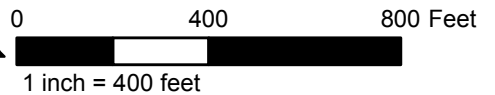
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1946
(SW/4, Sec. 31, T12N, R1W)**



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'OAKES CROSSING'

A Plat of the South half (S/2) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section 31, T.12N., R.1.W., I.M. Oklahoma County, Oklahoma



VICINITY MAP
(Not to Scale)

BONDED ABSTRACTOR'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that I am a duly bonded abstractor of land in Oklahoma County, Oklahoma, and that I have examined the foregoing plat and certify that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma, and that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for Oklahoma County, Oklahoma

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

I, the undersigned, being duly sworn, depose and say that I am a member of the City Council of the City of Oklahoma, Oklahoma County, Oklahoma, and that I have examined the foregoing plat and certify that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma, and that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma.

COUNTY TREASURER'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that I am the County Treasurer of Oklahoma County, Oklahoma, and that I have examined the foregoing plat and certify that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma, and that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma.

CERTIFICATE OF CITY CLERK

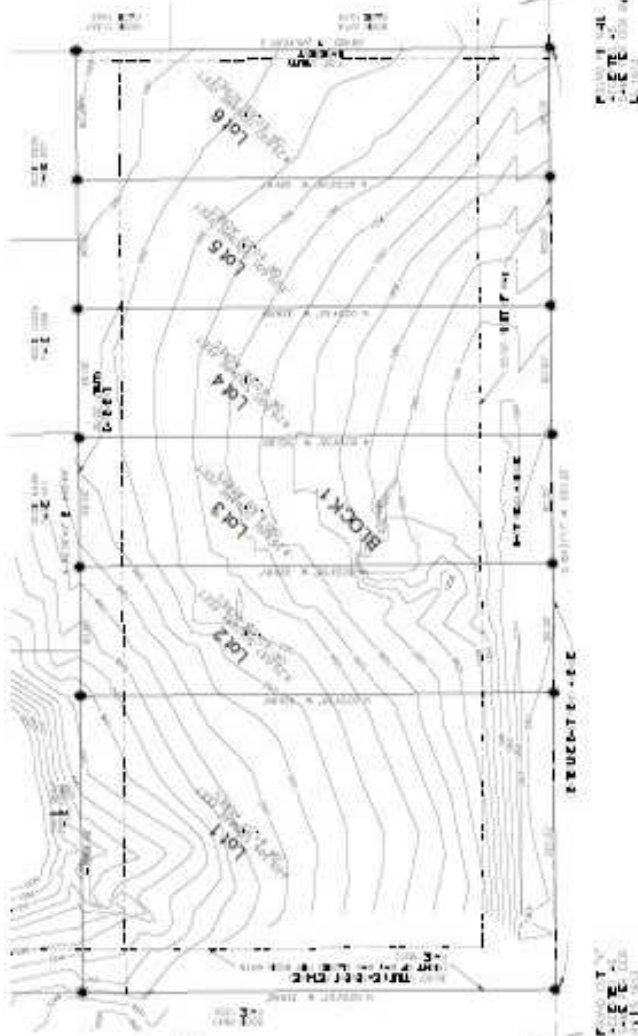
I, the undersigned, being duly sworn, depose and say that I am the City Clerk of the City of Oklahoma, Oklahoma County, Oklahoma, and that I have examined the foregoing plat and certify that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma, and that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma.

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

I, the undersigned, being duly sworn, depose and say that I am a member of the City Council of the City of Oklahoma, Oklahoma County, Oklahoma, and that I have examined the foregoing plat and certify that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma, and that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma.

CITY PLANNING COMMISSION APPROVAL

I, the undersigned, being duly sworn, depose and say that I am a member of the City Planning Commission of the City of Oklahoma, Oklahoma County, Oklahoma, and that I have examined the foregoing plat and certify that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma, and that the same is a true and correct copy of the original as the same appears in the records of the Oklahoma County Clerk's Office, Oklahoma County, Oklahoma.



PLAT OF THE SOUTH HALF (S/2) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, T.12N., R.1.W., I.M. OKLAHOMA COUNTY, OKLAHOMA

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

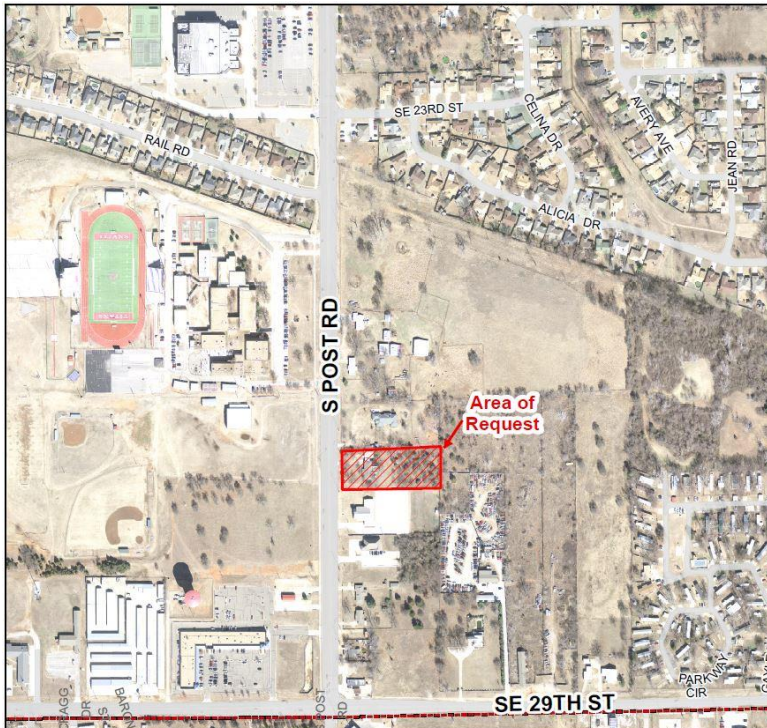
To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 26, 2018

Subject: (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.

Executive Summary: This SPUD is being requested to create a small office park with four proposed buildings for office use. The SPUD is to be governed by the O-2, General Office district as are many of the other SPUDs along S. Post in recent years. If the zoning is approved, the applicant plans to apply to replat the parcel to create two (2) individual parcels. As the site plan does show two (2) proposed buildings placed behind buildings, staff will require that the proposed shared drive be completely installed with the first building permit issued for this development to ensure access to all structures. All other requirements of the Zoning Ordinance including landscaping, parking, signage and the exterior construction materials will be met. Staff recommends approval.



Dates of Hearing:

Planning Commission –
June 5, 2018

City Council – June 26,
2018

Owner/Applicant: Jim
McWhirter

Proposed Use: Four (4)
office building

Size:

The area of request
contains 159' of frontage
on S. Post Rd. and a depth
of approximately 400'
containing an area of
approximately 66,200
square feet.

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110

Community Development Department (405) 739-1220 • FAX (405) 739-1399 • TDD (405) 739-1359

An Equal Opportunity Employer

Development Proposed by Comprehensive Plan:

Area of Request – OR, Office/Retail
North and South – OR, Office/Retail
East – LDR, Low Density Residential
West – OR, Office/Retail and COMM, Commercial

Zoning Districts:

Area of Request – R-6, Single Family Residential
North and East – R-6, Single Family Residential
South – R-6, Single Family Residential with a Special Use Permit for a church
West – R-6, Single Family Residential and O-2, General Office

Land Use:

Area of Request – one single family residence
North – one single family residence
South – church
East – vacant and salvage operation
West – vacant and accessory building for Carl Albert Middle School

Comprehensive Plan Citation:

Office/Retail Land Use

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

Municipal Code Citation:

2.26 SPUD, Simplified Planned Unit Development

2.26.1. General Description

The simplified planned unit development, herein referred to as SPUD, is a special Zoning district that provides an alternate approach to conventional land use controls to produce unique, creative, progressive or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed as one unit according to a master development plan map.

The SPUD is subject to special review procedures and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.26.2 Intent and Purpose

The intent and purpose of the simplified planned unit development provisions are to ensure:

(A) Innovative development

Encouraging innovative development and protect the health, safety and welfare of the community.

(B) Efficient use of land

Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems;

(C) Appropriate limitations and compatibility

Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

History:

1. This property have been zoned Single Family Detached Residential since the adoption of the 1985 zoning code.
2. The Planning Commission recommended approval of this item on June 5, 2018.

Staff Comments:

Engineer's report:

Water Supply and Distribution

An eighteen (18) inch public water main is located on the west side of South Post Road in the street right-of-way extending along the west side of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the east side of South Post Road in the street right-of-way extending along the west side of the area of request.

Public sanitary sewer line improvements are not required with this application.

Connection to the public sanitary sewer system for service is a building permit requirement per Municipal Code 43-109 for all new buildings.

Streets and Sidewalks

Access to the area of request is available from South Post Road. South Post Road is classified as a secondary arterial in the 2008 Comprehensive Plan. South Post Road is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a secondary arterial and presently, South Post Road has one hundred (100) feet of right-of-way adjacent to and parallel to the west side of the area of request.

Right of way grants to the city are not required with this application.

Street improvements are not required with this application.
Sidewalk improvements are not required with this application. Sidewalk improvements will be a requirement of any building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the east to the west. Currently, the area of request is undeveloped. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

A public, underground, concrete drainage pipe system is located on the east side of South Post Road in the street right-of-way extending across the west side of the area of request. Drainage from the site utilizes this system. Drainage and detention improvements are not required with this application. Drainage and detention improvements will be a requirement of any building permit.

All development on the proposed tracts must conform with the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application.

Fire Marshal's report:

The Fire Department has reviewed this rezoning request. The property is required to meet and maintain the requirements of the Midwest City Ordinances, Section 15.

Plan Review Comments:

As noted above, the applicant is proposing a multi-structure development containing office uses. There is currently one single family residence on the lot. If this zoning is approved, the applicant plans to remove the dwelling unit and replat the lot into two (2) individual lots. Each lot would contain approximately 79 feet of frontage along S. Post Rd.

This proposed SPUD is to be governed by the O-2, General Office district. This is consistent with many of the other SPUDs that have developed along S. Post Rd. in recent years. The reason for requesting the SPUD is that, once subdivided, the lots will not have the appropriate street frontage for office use. The Zoning Ordinance requires 100' of frontage along the street for a change in zoning from residential to office or commercial. As the proposed lots will only have approximately 79' of frontage, a variance is necessary. This variance has been granted for other offices along S. Post and E. Reno to allow parcels fronting onto arterial streets to go from residential to commercial and office zoning.

The site plan shows four (4) future buildings, the associated parking areas and one private drive from S. Post providing access to each structure. In the SPUD document, the applicant states that one private drive will be used to provide shared access to both of the proposed parcels and all four proposed structures. As mentioned previously, staff recommends that this private drive be

required to be installed with the first building permit for a structure within this development. This is to ensure that proper access is provided to all structures.

The applicant will meet the requirements for the number of required parking spaces, dimensions of the parking spaces and aisles, exterior construction, setbacks and landscaping as listed in the zoning ordinance. With regard to landscaping, the applicant is required to plant a minimum of six trees and twelve shrubs for each new building plus two trees and two shrubs for every ten parking spaces installed. The Zoning Ordinance also requires a 3' landscaped strip between the right-of-way and parking areas or aisles. This must be shown on site plans associated with building permits. All of the landscaping must be installed prior to issuance of a Certificate of Occupancy for any of the buildings. Regarding parking, for office uses one (1) parking space is required for every 250 square feet of GLA for buildings up to 12,000 square feet.

Regarding signage, the applicant has stated that proposed signage would be similar to the existing signs for other offices on Post Rd. If the lot is replatted into two (2) parcels, one (1) free standing sign would be allowed per parcel. If the lot is not replatted at a later date, only one (1) free standing sign would be allowed for the entire SPUD area of request. Staff would recommend that any free standing sign be limited to 10' in height and that wall signs comply with current code.

Site proof screening will be required along the north and east sides where this property abuts residentially zoned property. The screening must be installed prior to issuance of a Certificate of Occupancy of any use within the area of request.

As the proposed development is consistent with previously approved zoning amendments in the area and in harmony with the Zoning Ordinance and Comprehensive Plan, staff recommends approval of this requested SPUD.

Action Required:

Approve or reject the ordinance to redistrict to SPUD for the property as noted herein, subject to staff's comments as found in the June 26, 2018 agenda packet and made a part of PC-1951 file.

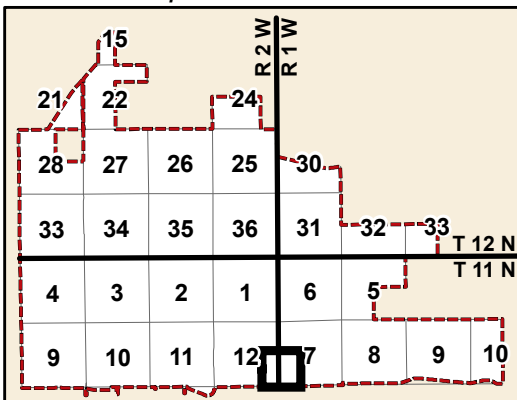


Billy Harless,
Community Development Director

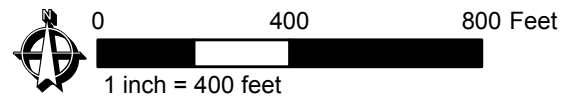
KG



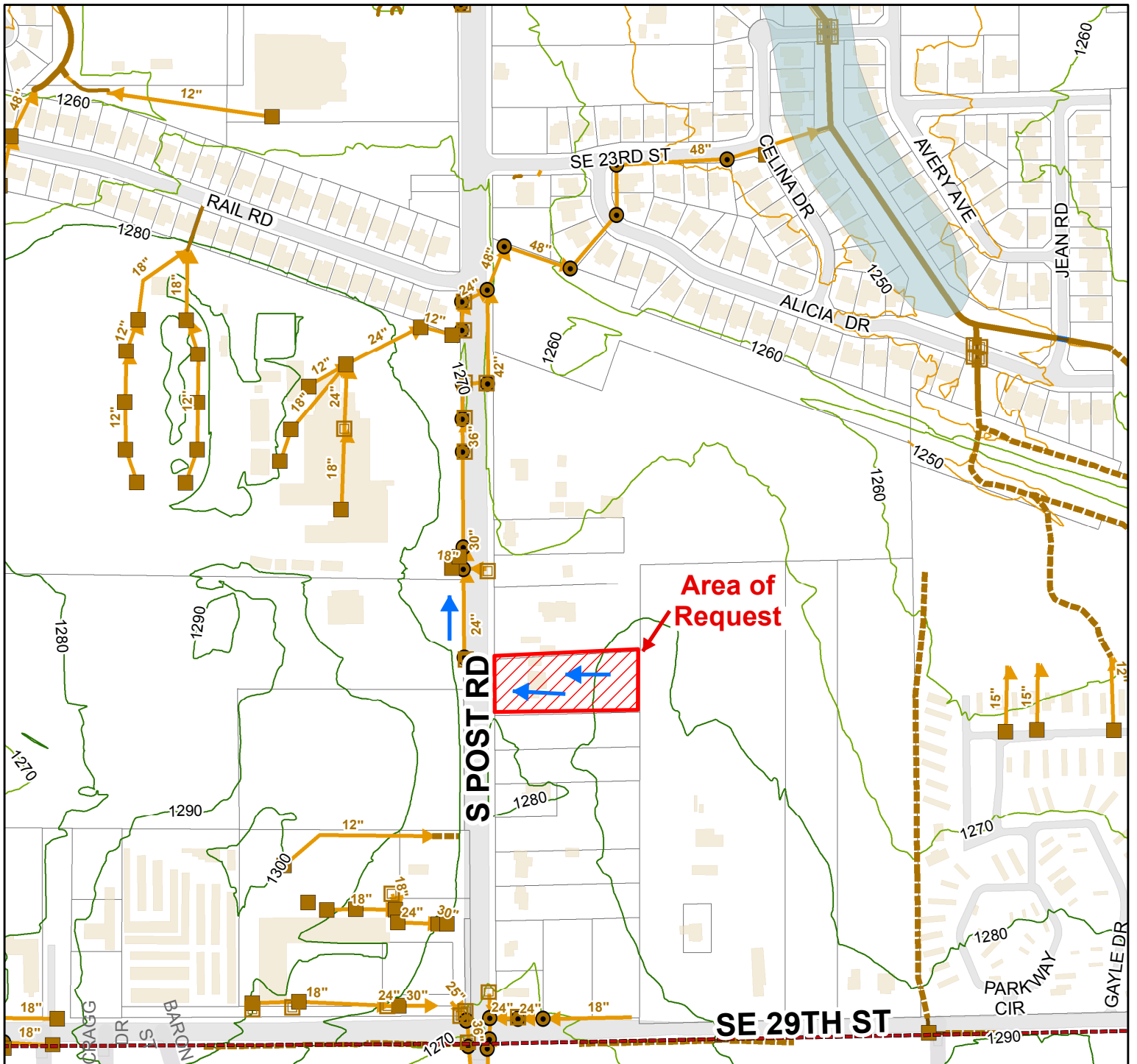
Locator Map



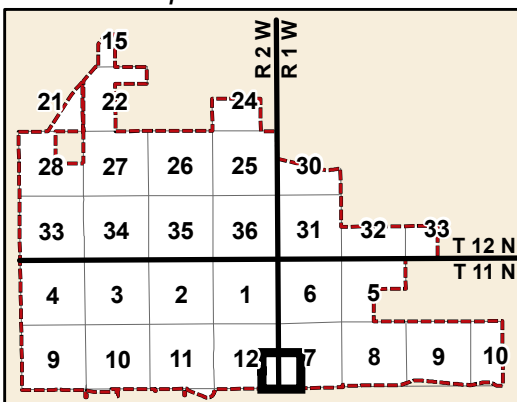
**2017 DOP (AERIAL) VIEW FOR
PC-1951
(SW/4, Sec. 7, T11N, R1W)**



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Locator Map



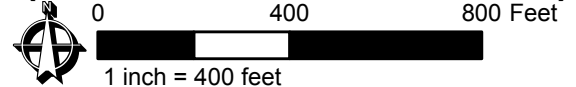
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

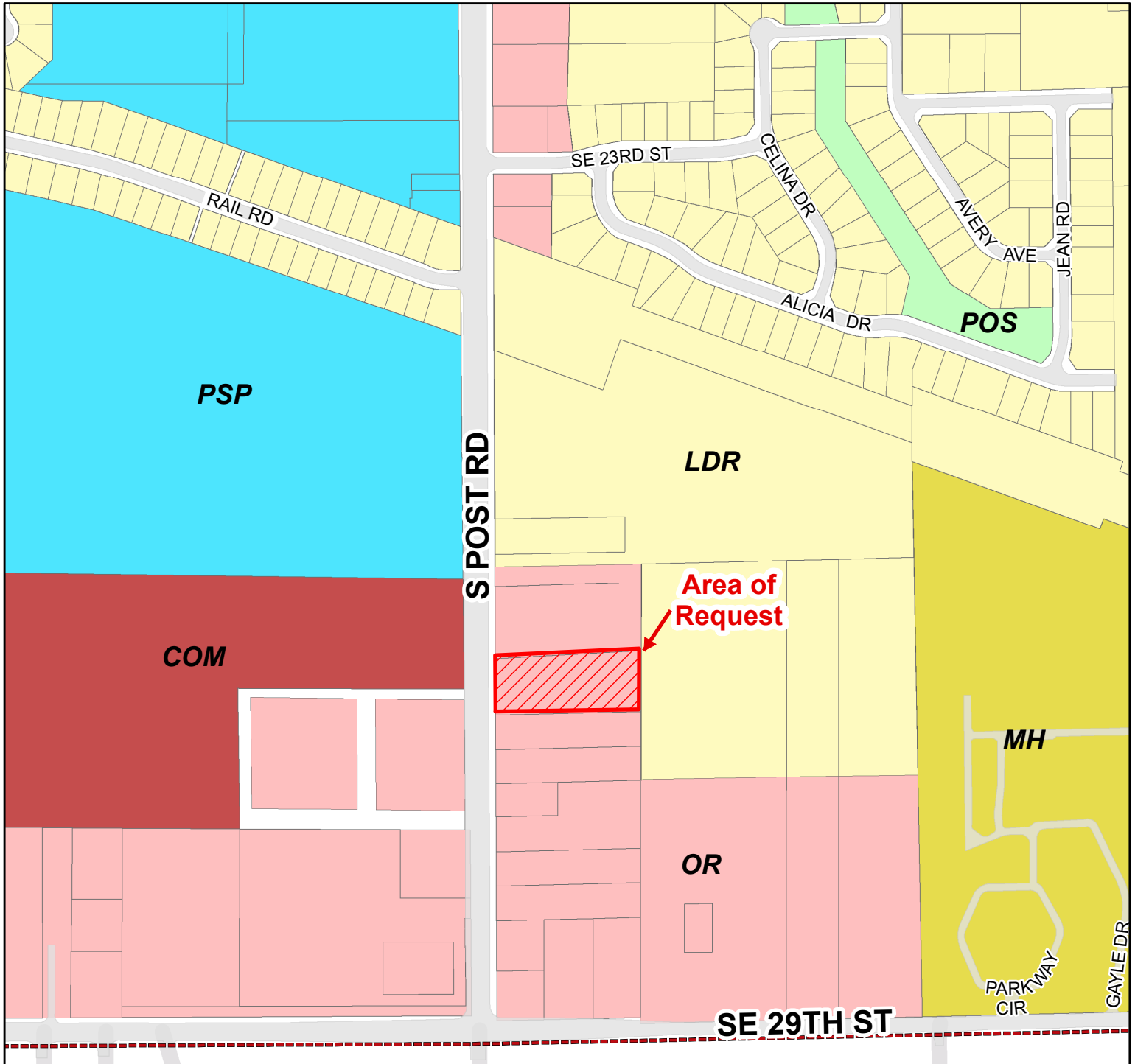
DRAINAGE LOCATION MAP FOR PC-1951

(SW/4, Sec. 7, T11N, R1W)

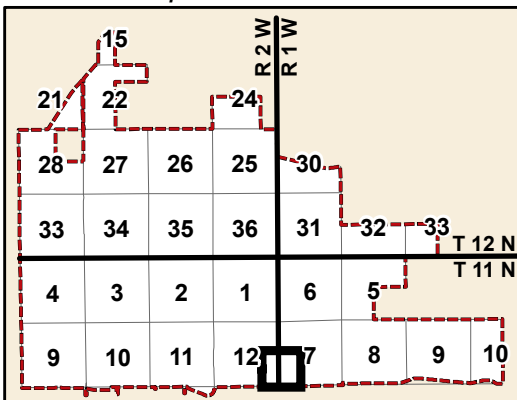


1 inch = 400 feet











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Locator Map

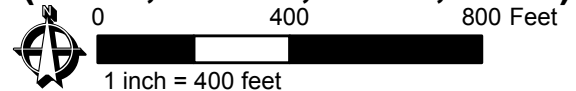


Future Land Use Legend

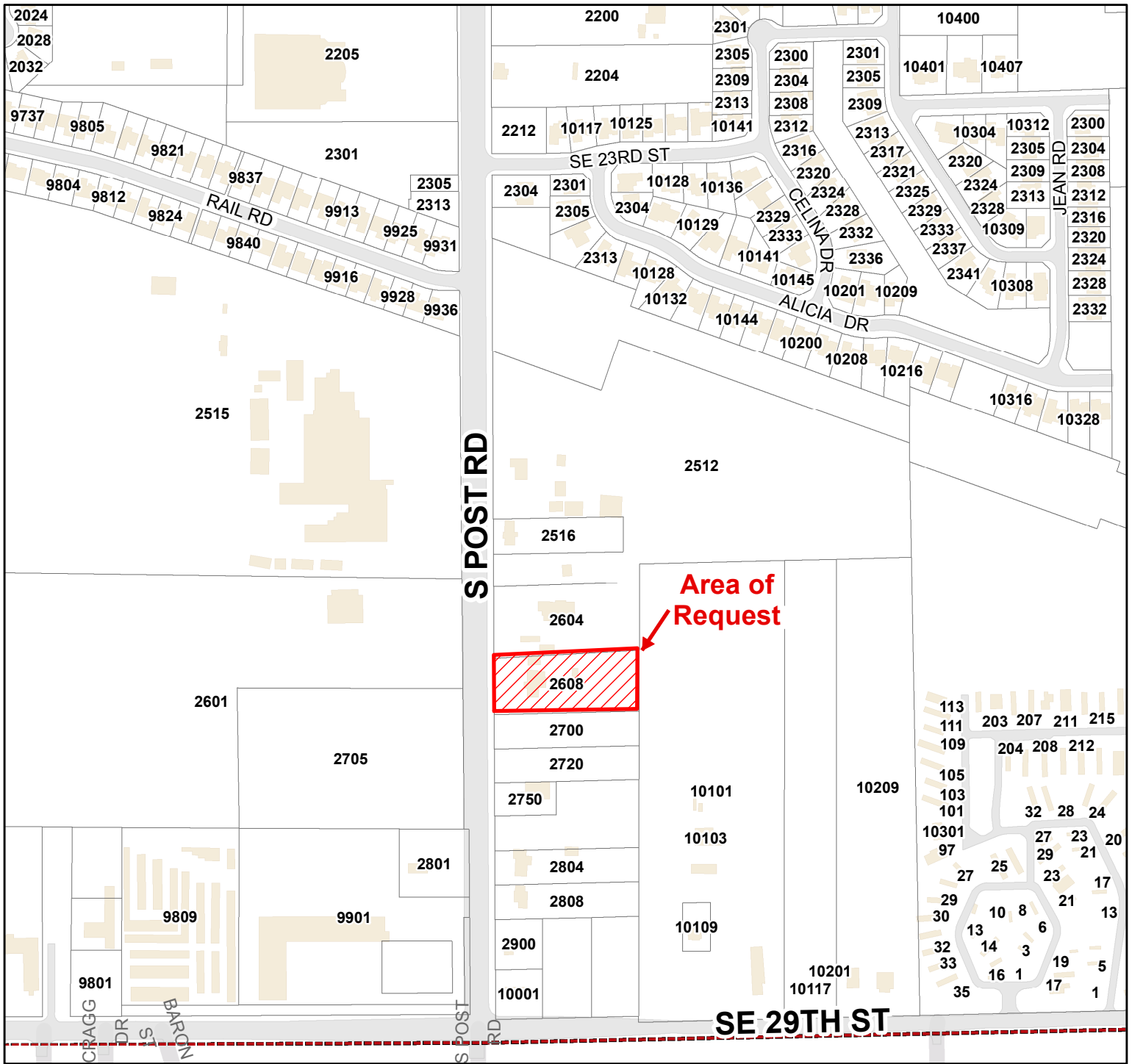
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE
MAP FOR
PC-1951**

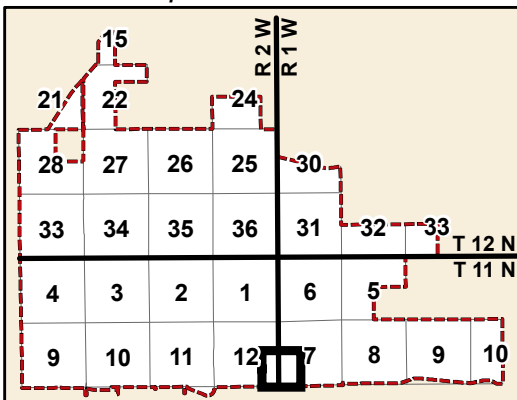
(SW/4, Sec. 7, T11N, R1W)








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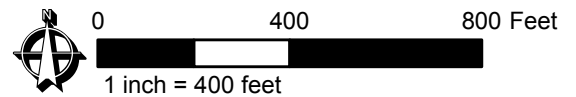
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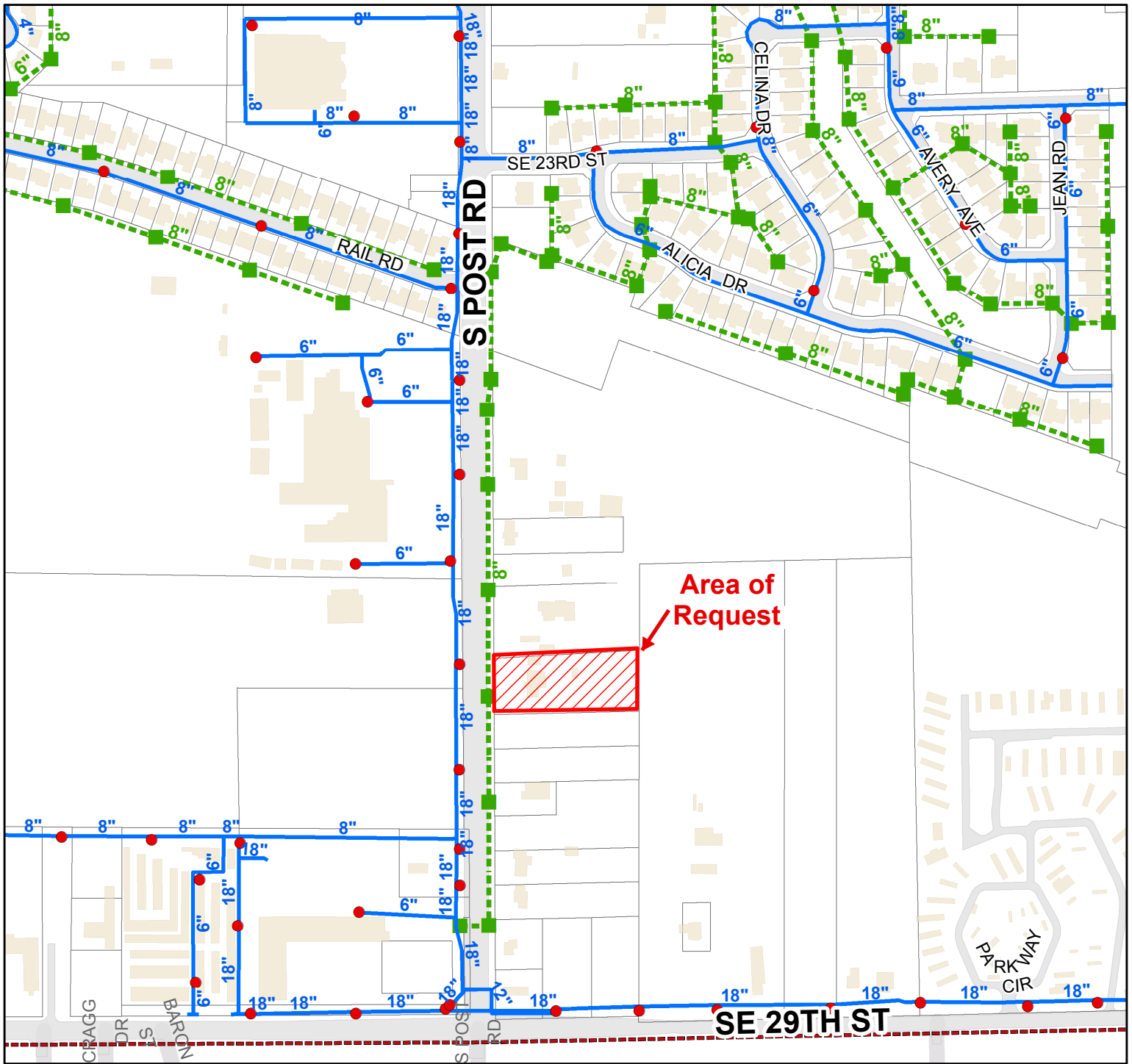
General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

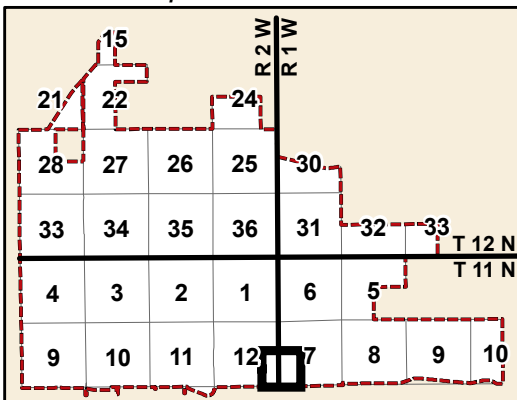
**GENERAL MAP FOR
PC-1951
(SW/4, Sec. 7, T11N, R1W)**



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Locator Map



Water/Sewer Legend

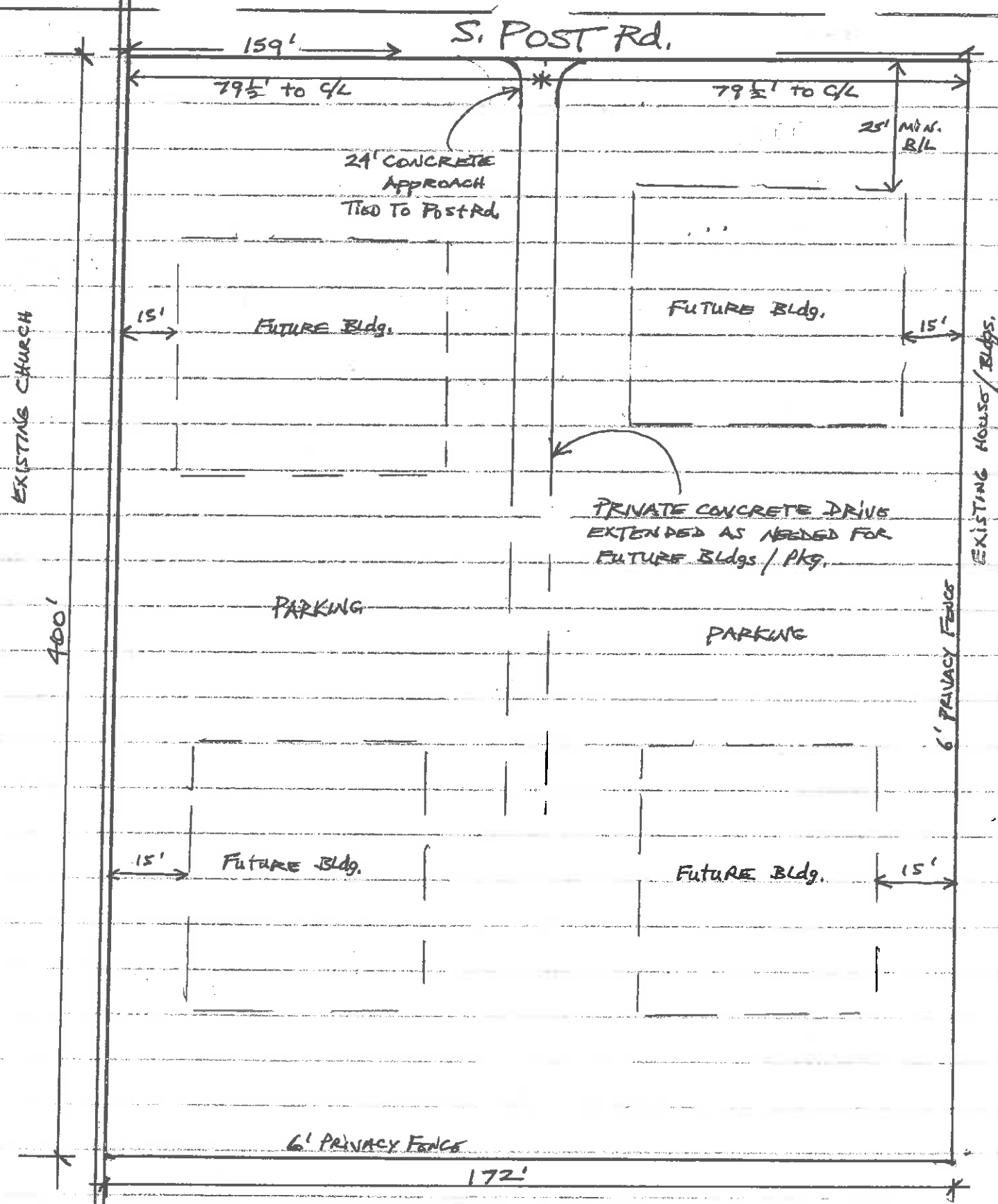
- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - OKC Cross Country
 - Sooner Utilities
 - Thunderbird
 - Unknown
- Sewer Manholes
- Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-1951
(SW/4, Sec. 7, T11N, R1W)**



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MASTER DEV. PLAN
2608 S. POST RD.



EXISTING CHURCH

400'

24' CONCRETE
APPROACH
TIED TO Post Rd.

FUTURE Bldg.

FUTURE Bldg.

PARKING

PARKING

FUTURE Bldg.

FUTURE Bldg.

6' PRIVACY FENCE

172'

PRIVATE CONCRETE DRIVE
EXTENDED AS NEEDED FOR
FUTURE BLDGS / PKG.

EXISTING HOUSE/BLDGS.

6' PRIVACY FENCE

JIM McWHITER
737-9039



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

REZONING APPLICATION

Property Information

Location/Address of Property:	2608 S. Post Rd.
Legal Description:	Traub's 2nd Addition 000 007

Applicant Information

Name:	JIM McWhorter	Company:	
Mailing Address:	3101 TINKER DIAGONAL OKC, OK 73115		
City:	OKC	State:	OK
		Zip:	73115
Phone:	405-640-8778	Fax:	405-702-9711
		Email:	GOWINS@COXNET.NET

Owner Information

Name:	LISA JO McWhorter + DANA KAY WARD	Company:	
Mailing Address:	3101 TINKER DIAGONAL		
City:	OKC	State:	OK
		Zip:	73115
Phone:	405-640-8778	Fax:	405-702-9711
		Email:	GOWINS@COXNET.NET

It is requested that the above noted property be rezoned

From: R-6

To: SPUD

And it is further requested that the Comprehensive Plan be amended

From: R-6

To: SPUD

The subject property has a frontage of 159 ft and a depth of 400 ft., and contains an area of 66,200 sq. ft.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Simplified Planned Unit Development

The following is to be used if the request is for a Simplified Planned Unit Development. If this request is not for a Simplified Planned Unit Development, do not complete the next 2 pages.

This document serves as the DESIGN STATEMENT and fulfills the requirement for the SPUD. The Special Development Regulations section of the form must be completed in its entirety. If the applicant proposes additional, more restrictive, design criteria than established in the Special Development Regulations, please elaborate under Other Development Regulations.

A. Special Development Regulations

- List of the owners and/or developers: LISA J. McWHIRTER +
DANA K. WARD
- Please list the adjoining land uses, both existing and proposed.
North: RESIDENTIAL - ACREAGE
South: CHURCH
East: BARNES WRECKER LAND
West: POST RD.
- Please list the use or uses that would be permitted on the site.
TWO APP. $\frac{3}{4}$ A COMMERCIAL BUILDING SITES
- This site will be developed in accordance with the Development Regulations of the SPUD zoning district.
- Please list all applicable special development regulations or modified regulations to the base zoning district: DIVIDE INTO TWO COMMERCIAL BUILDING SITES WITH CENTER APPROACH / ENTRY TO PRIVATE SHARED DRIVE TO EACH SITE.
- Please provide a statement of the existing and proposed streets, including right-of-way standards and street design concepts: POST RD IS ON WEST SIDE OF SITE. NO NEW STREET DESIGNS.
- Please describe the physical characteristics of the following:
Sight-proof screening proposed: AS THE EXISTING HOUSE THERE IS NO SIGHT PROOF SCREENING FROM THE CHURCH ON THE SOUTH. NO OTHER PLANS TO CHANGE THAT.
Landscaping proposed: TREES + SHRUBS / EXISTING AND/OR AS REQUIRED TO BE PROVIDED BY NEW BUILDING OWNERS



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

Signs proposed: similar to existing signage with new buildings on Post Rd.

Area of open space proposed: Fronts Facing Post Rd.

Proposed access points: Center of existing property with 24' wide concrete approach

Drainage information: Existing drainage from back (east) to front (west/post rd.)

8. Existing or proposed building size: 2000 - 3,500 sq. ft (each building)

Maximum building height: 35'

Number of existing or proposed buildings: 2 to 4

Building setbacks - Front: 25' from the right of way

Sides: 15' + parking

Rear: 15'

9. Please provide a description of the proposed sequence of development.

• Removal of houses (existing) + Grading

• List/sell of sites

• Install 24' wide concrete approach • new construction

B. Other Development Regulations

Please list any other amenities or controls included in the SPUD:

Divide the existing site into two app. 80' wide x 400' deep sites. Center 24' wide concrete approach from Post Rd with a shared drive from the approach to the respective sites.

C. Master Plan Map (attached)

Exhibit A: _____

This site will be developed in accordance with the Master Development Plan Map as submitted to the City of Midwest City for approval in conjunction with this request.

FOR OWNERS
J. McArthur, Developer/Builder/Broker 4-20-18
 Signature Date

1 **PC-1951**

2 **ORDINANCE NO. _____**

3
4 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
5 **DESCRIBED IN THIS ORDINANCE TO SPUD, SIMPLIFIED PLANNED UNIT DE-**
6 **VELOPMENT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**
7 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZON-**
8 **ING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
12 to SPUD, Simplified Planned Unit Development, subject to the conditions contained in the PC-
13 1951 file, and that the official Zoning District Map shall be amended to reflect the reclassifica-
14 tion of the property's zoning district as specified in this ordinance:

15 Lot 7 of the Traubs Second Addition, City of Midwest City, Oklahoma.

16 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are here-
17 by repealed.

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

21 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
22 on the _____ day of _____, 2018.

23 THE CITY OF MIDWEST CITY, OKLA-
24 HOMA

25 _____
26 MATTHEW D. DUKES II, Mayor

27 ATTEST:

28 _____
29 SARA HANCOCK, City Clerk

30 APPROVED as to form and legality this _____ day of _____, 2018.

31 _____
32 PHILIP W. ANDERSON, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

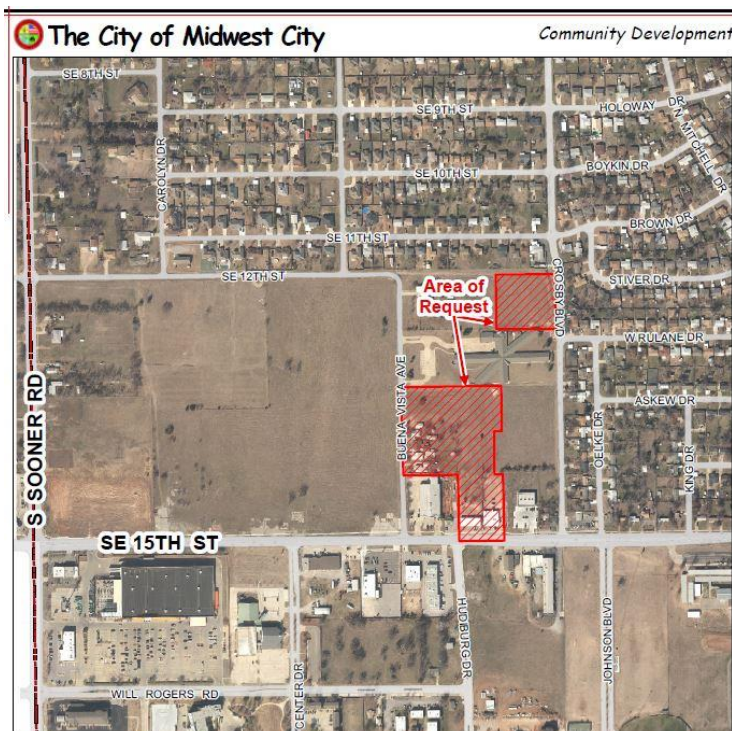
To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 26, 2018

Subject: (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.

Executive Summary: This item is a request for the final plat of the Sooner Rose III Addition. The preliminary plat for this development was approved in November of 2017 and was rezoned to a PUD in October of 2017. This final plat creates three (3) lots for commercial and entertainment purposes. The applicant has provided bonds to ensure that all required public improvements are installed according to City code. Staff recommends approval of this requested final plat.



Dates of Hearing:

Planning Commission – June 5, 2018

City Council – June 26, 2018

Council Ward: Ward 1,
Susan Eads

Owner/Applicant:
Bob Stearns, Sooner
Investment Group, Inc.

Proposed Use: re-
development of site for
commercial uses

Size:
The area of request contains
approximately 9.45 acres.

Zoning Districts:

Area of Request – PUD, Planned Unit Development

North – R6, Single Family Residential and R-HD, High Density Residential

South – R-HD, High Density Residential and C-3, Community Commercial

East - R6, Single Family Residential and SPUD, Simplified Planned Unit Development

West – PUD, Planned Unit Development and R-6, Single Family Residential

Municipal Code Citation:

38-19 *Final Plat*

38-18.1. *Purpose*

The purpose of a Final Plat is to ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

History:

1. This area has never been platted.
2. October 2017 (PC-1925) – This property was rezoned to a PUD.
3. The Preliminary Plat of Sooner Rose III was approved November 28, 2017 (PC-1928)
4. The Planning Commission recommended approval of this item June 5, 2018.

Staff Comments:

Engineering Comments:

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of the public improvements. The City of Midwest City will be installing the public improvements.

See attached emails regarding public improvements.

Easements and Right-of-Way

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. As required, these are reflected on the final plat.

Fire Marshal's Comments:

The Fire Department has reviewed this final plat. The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15.

Plan Comments:

The proposed Sooner Rose Warren Addition Final Plat proposes to create three (3) individual lots. The entire plat encompasses approximately 9.45 acres. Andy's Altitude is to be located on Lot 3. There is a fourth lot north of the area of request that is to be used for off-site detention.

Access will be via two (2) new curbcuts along SE 15th Street, two (2) new curbcuts along Buena Vista Avenue and one (1) new curbcut along Crosby Blvd.

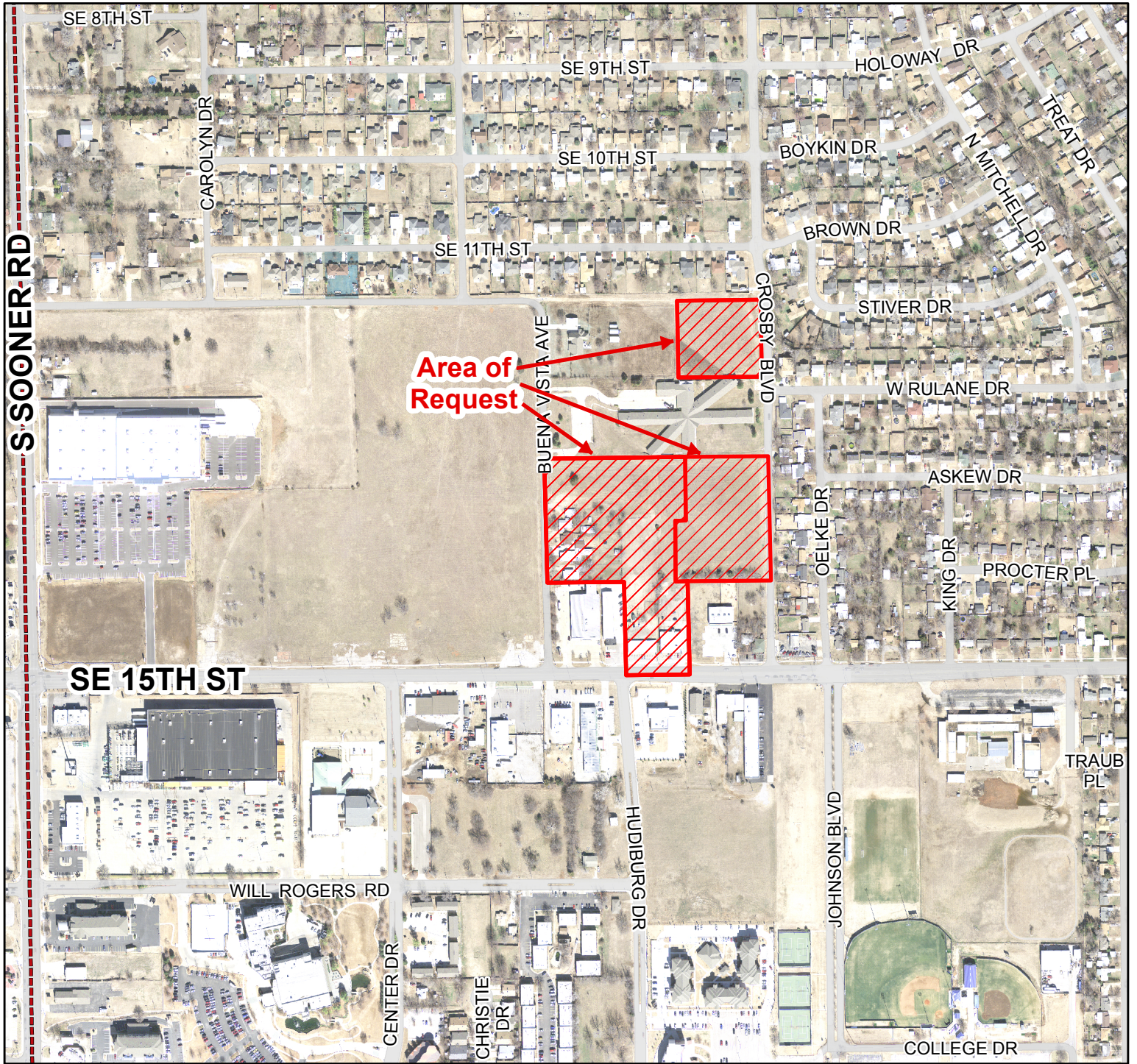
As the proposed Sooner Rose III Addition Final Plat conforms to the Midwest City Subdivision Regulations, staff recommends approval.

Action Required: Approve or reject the Sooner Rose III Addition Final Plat for the property as noted herein, subject to the staff comments and recommendations as found in the June 26, 2018, agenda packet, and as noted in PC-1952 file.

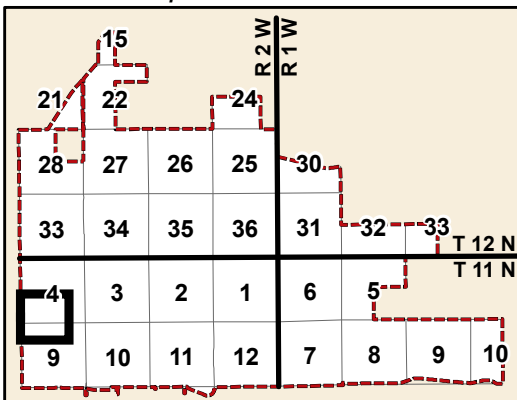
A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless, AICP
Community Development Director

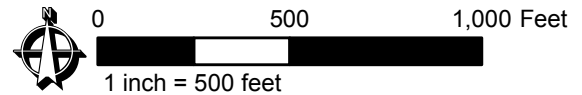
KG



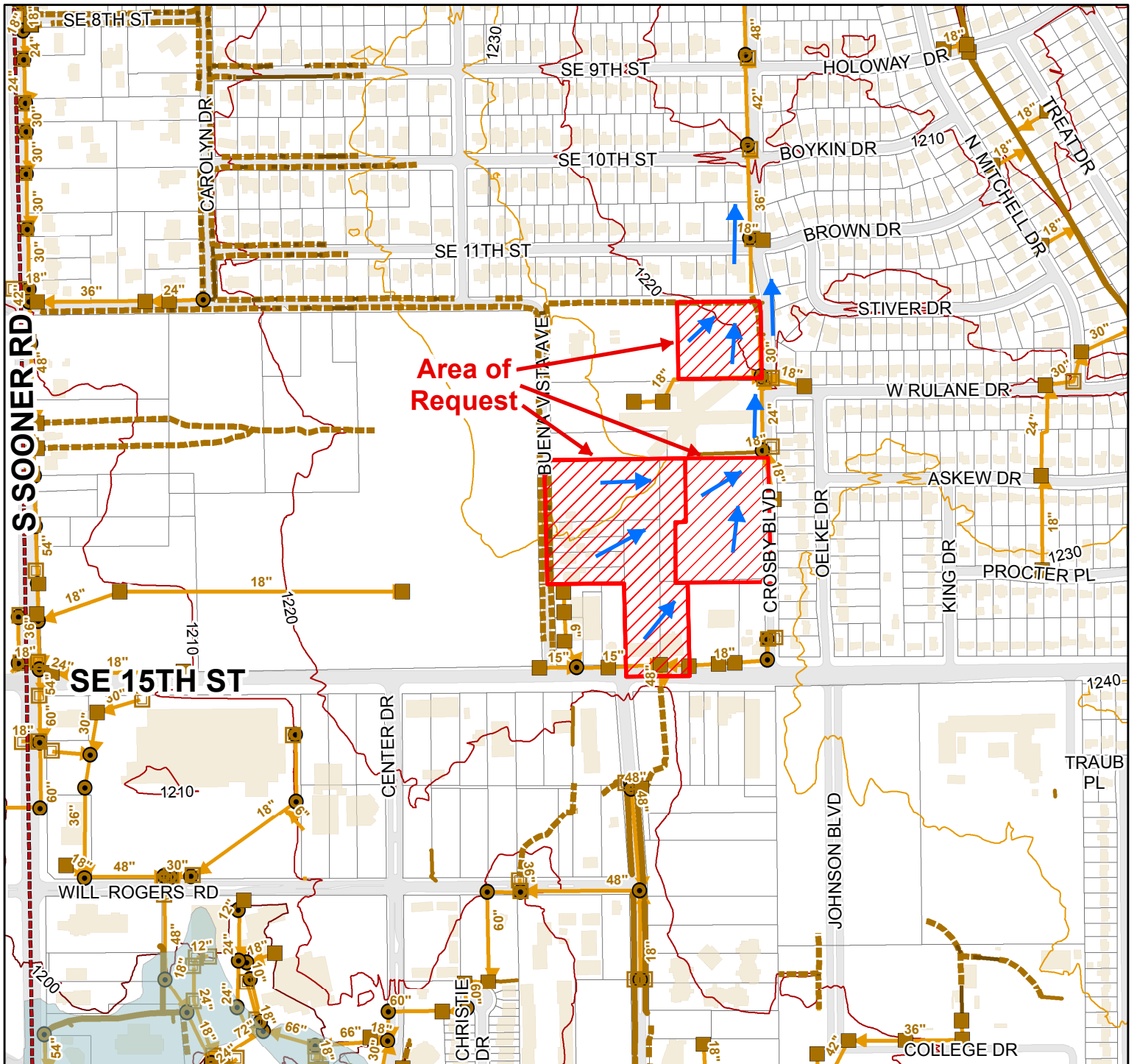
Locator Map



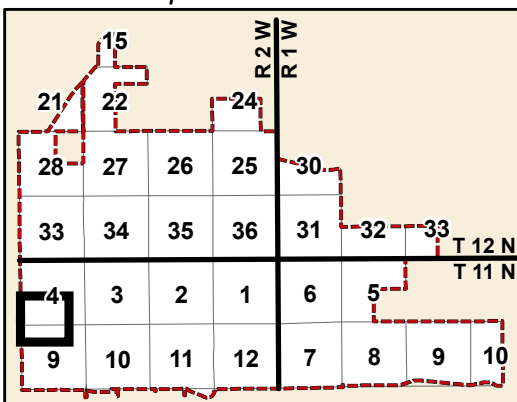
**2017 DOP (AERIAL) VIEW FOR
PC-1952
(SW/4, Sec. 4, T11N, R2W)**



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Locator Map



- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway

**DRAINAGE
LOCATION MAP FOR
PC-1952**

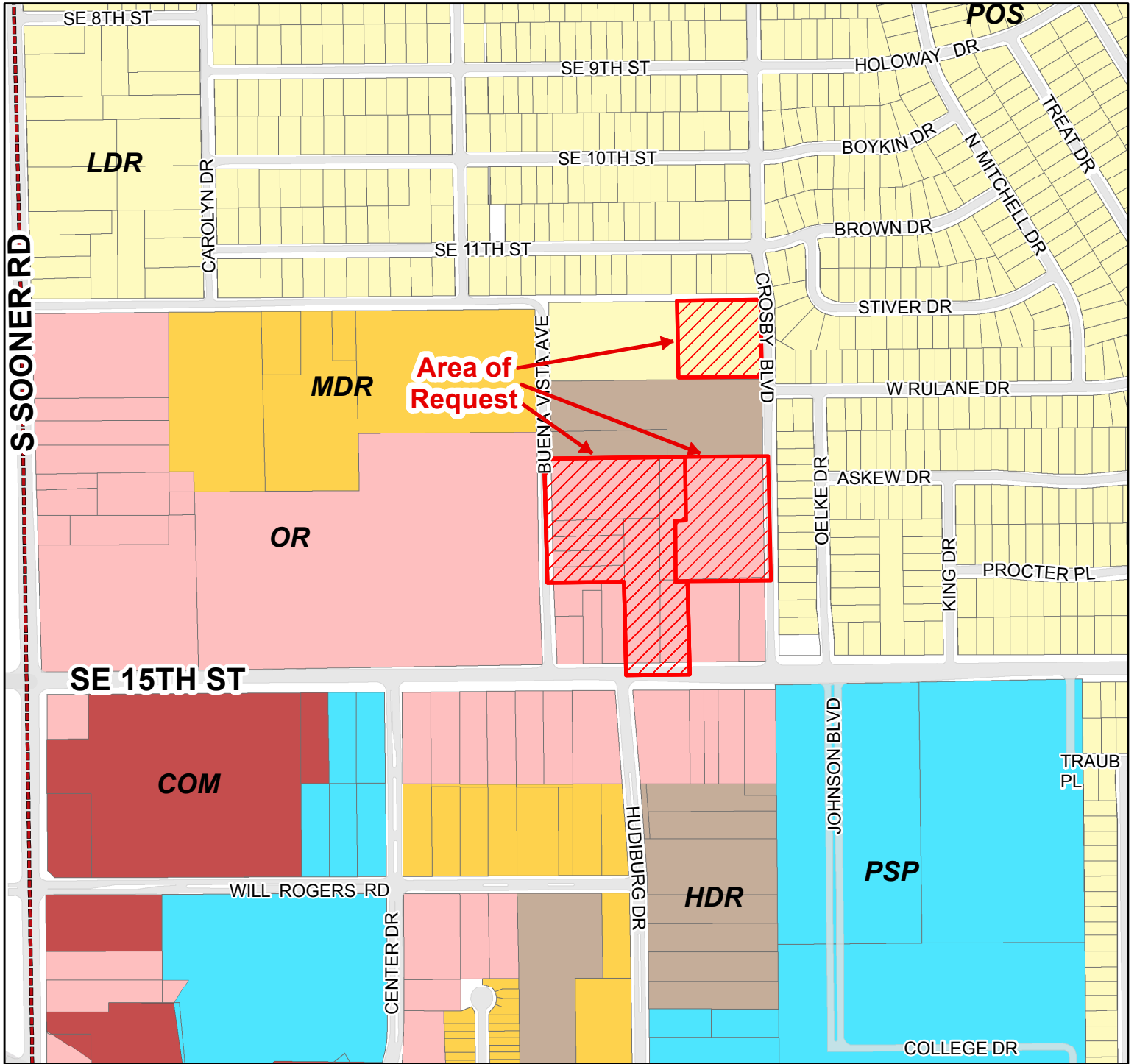
(SW/4, Sec. 4, T11N, R2W)



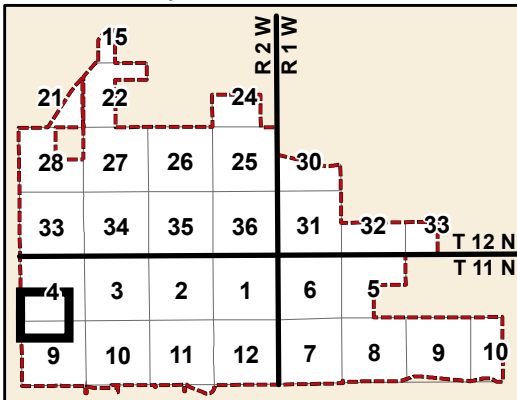
0 500 1,000 Feet

1 inch = 500 feet

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Locator Map

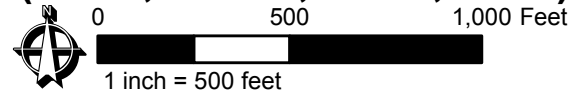


Future Land Use Legend

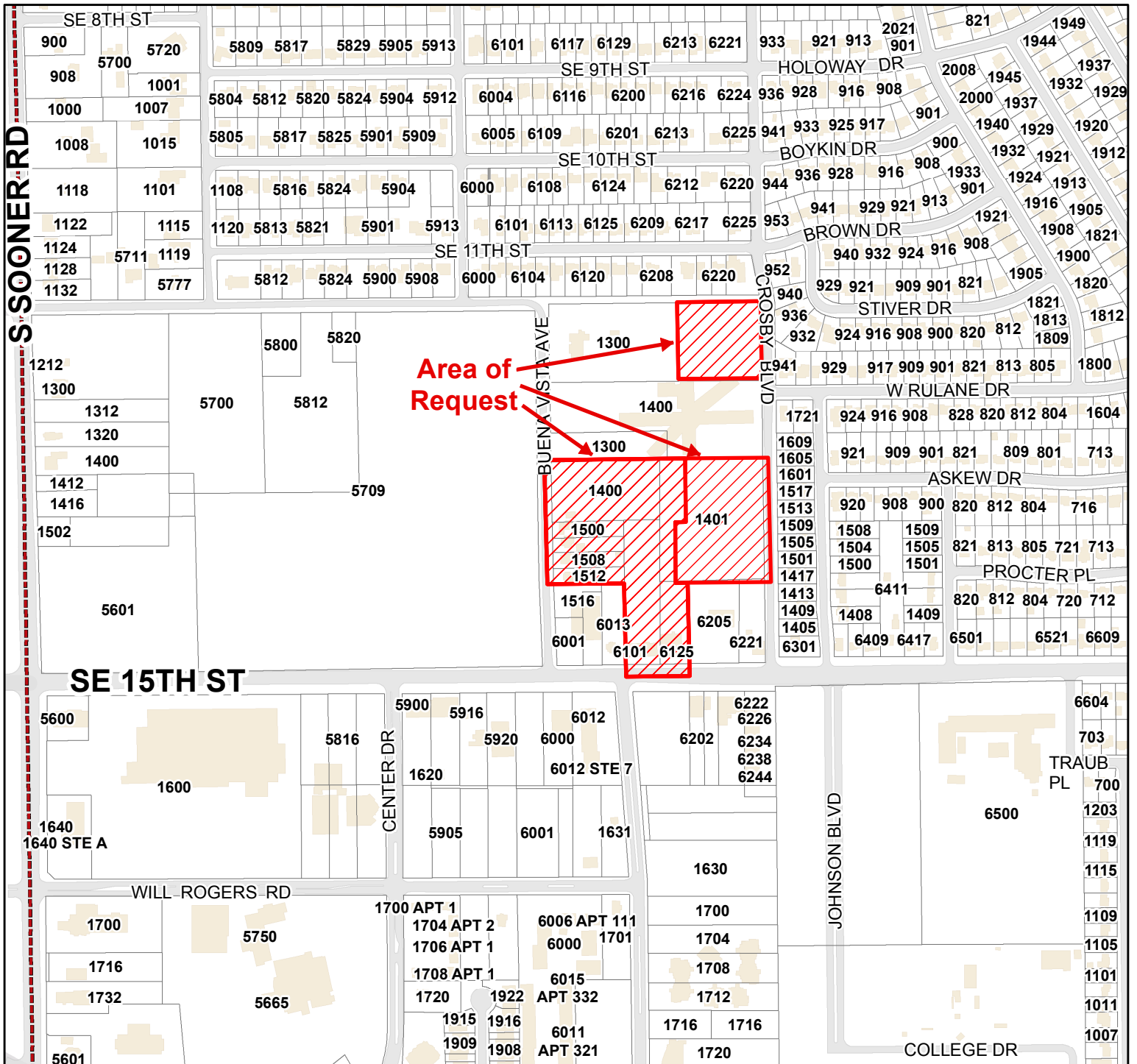
- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

**FUTURE LAND USE
MAP FOR
PC-1952**

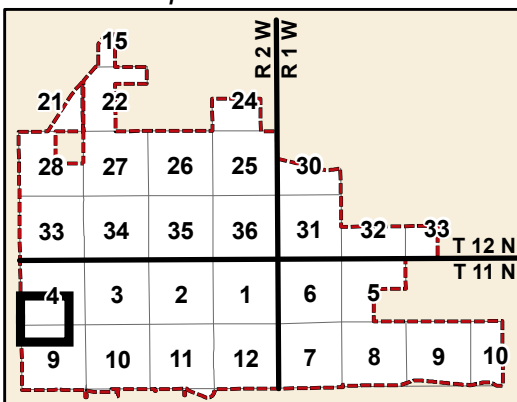
(SW/4, Sec. 4, T11N, R2W)








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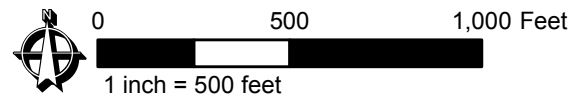
Locator Map



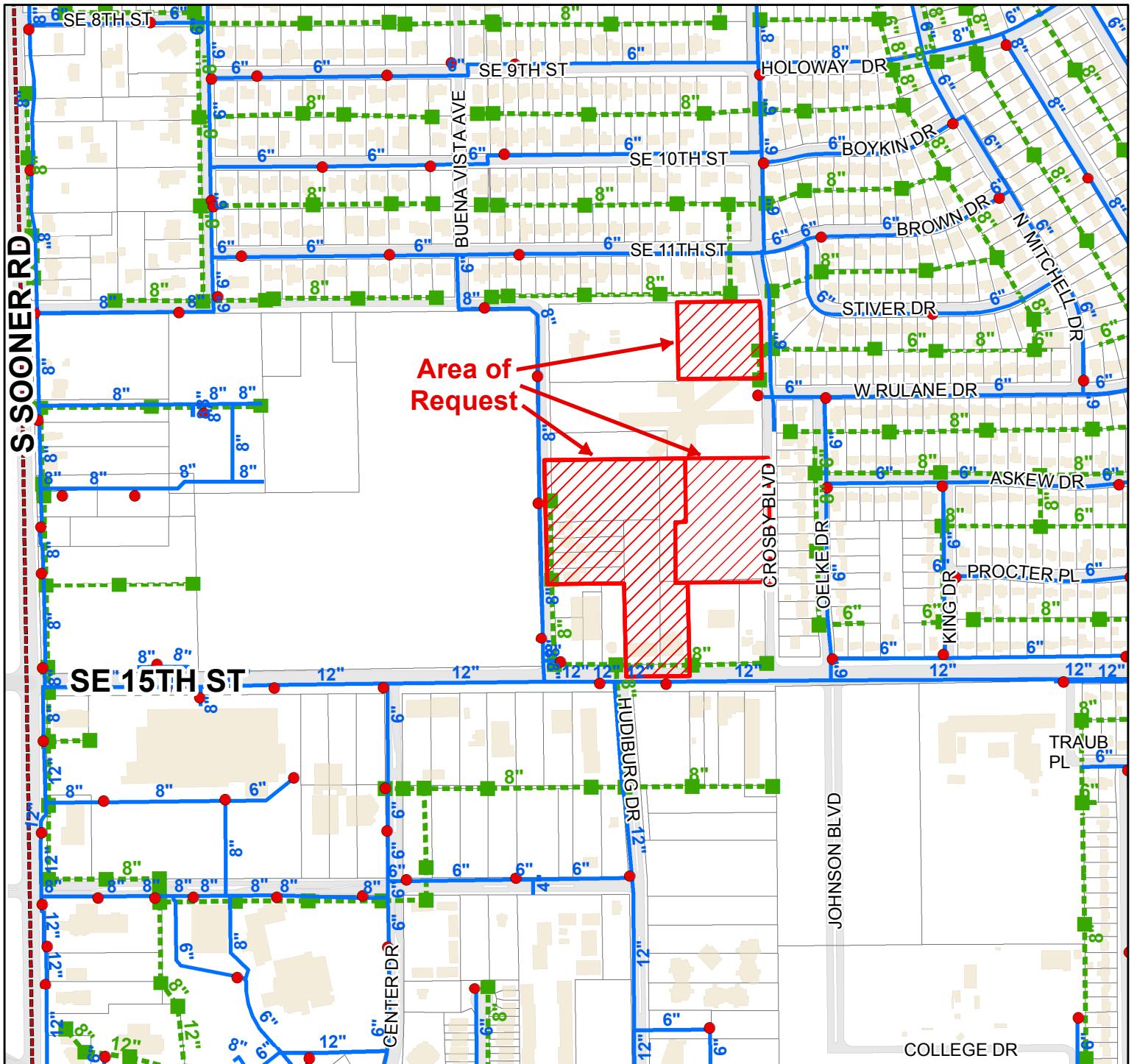
General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

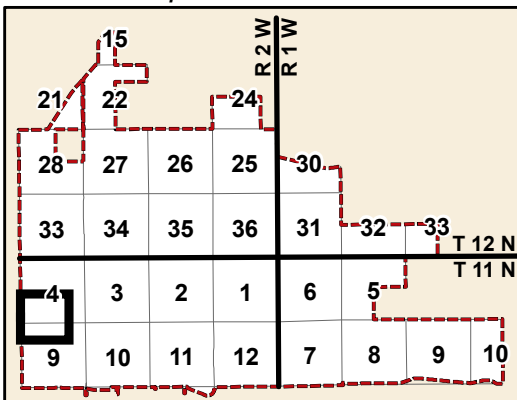
**GENERAL MAP FOR
PC-1952
(SW/4, Sec. 4, T11N, R2W)**



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Locator Map



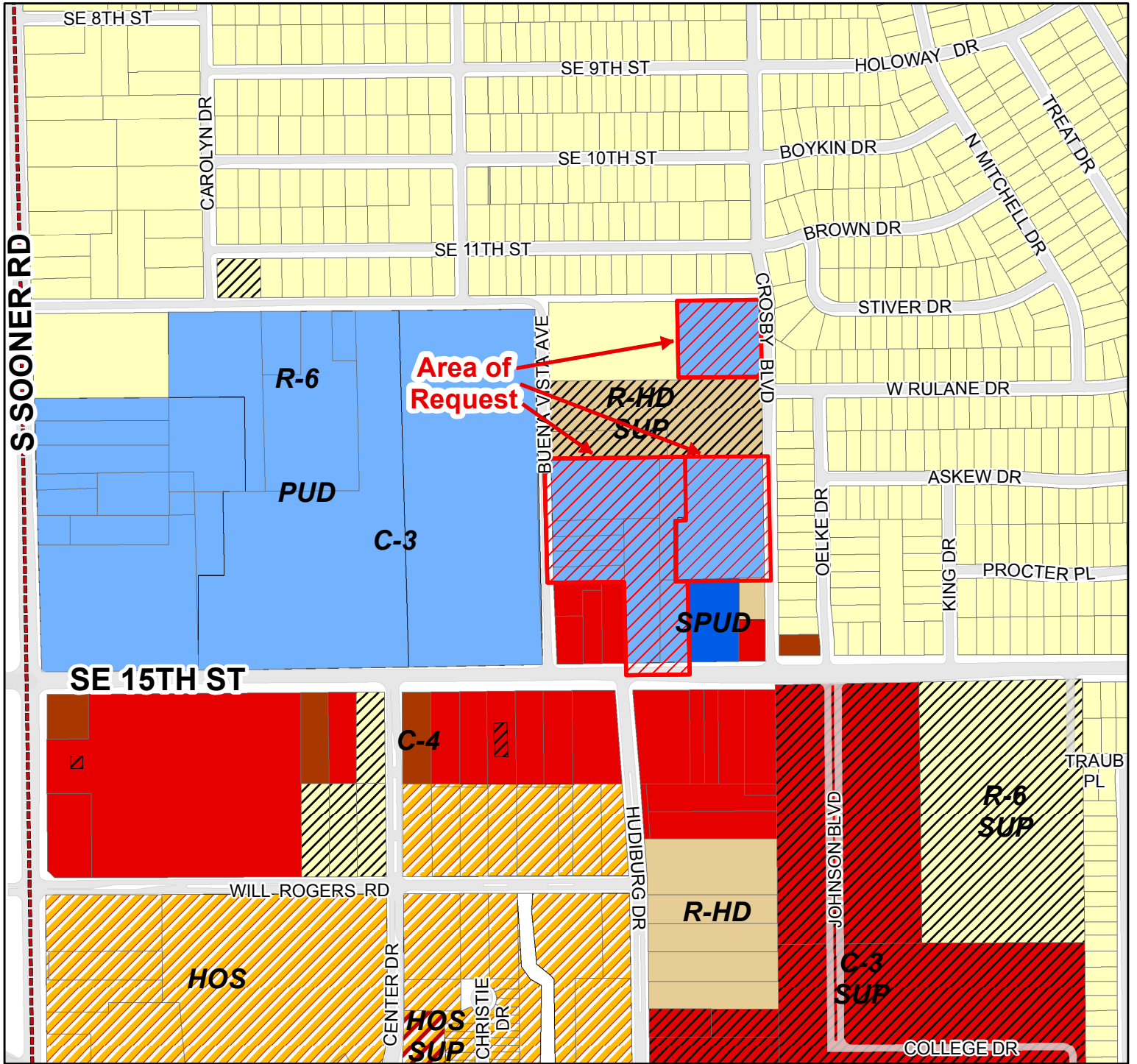
Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - OKC Cross Country
 - Sooner Utilities
 - Thunderbird
 - Unknown
- Sewer Manholes
- Sewer Lines

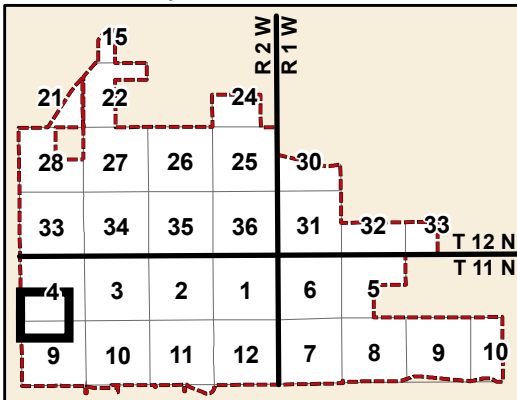
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1952
(SW/4, Sec. 4, T11N, R2W)**



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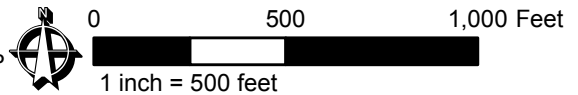
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1952
(SW/4, Sec. 4, T11N, R2W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: June 26, 2018

Subject: (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.

Dates of Hearing: Planning Commission – June 5, 2018
City Council – June 26, 2018

Council Ward: Ward 5 – Councilmember Christine C. Price Allen

Owner: Harbor House Foundation

Applicant: Chris Gray, Crafton Tull

This application was heard by the Planning Commission on June 5, 2018. At that meeting, the Planning Commission recommended denial of the request. The applicant submitted a letter to staff on June 13 requesting that this application be tabled to the July 24, 2018 City Council meeting.

Action Required: Approve or reject the request to table this item to the July 24, 2018 City Council meeting.

Billy Harless, AICP
Community Development Director

KG



June 13, 2018

Mr. William Harless
City of Midwest City
Community Development
100 N. Midwest Blvd.
Midwest City, OK 73110

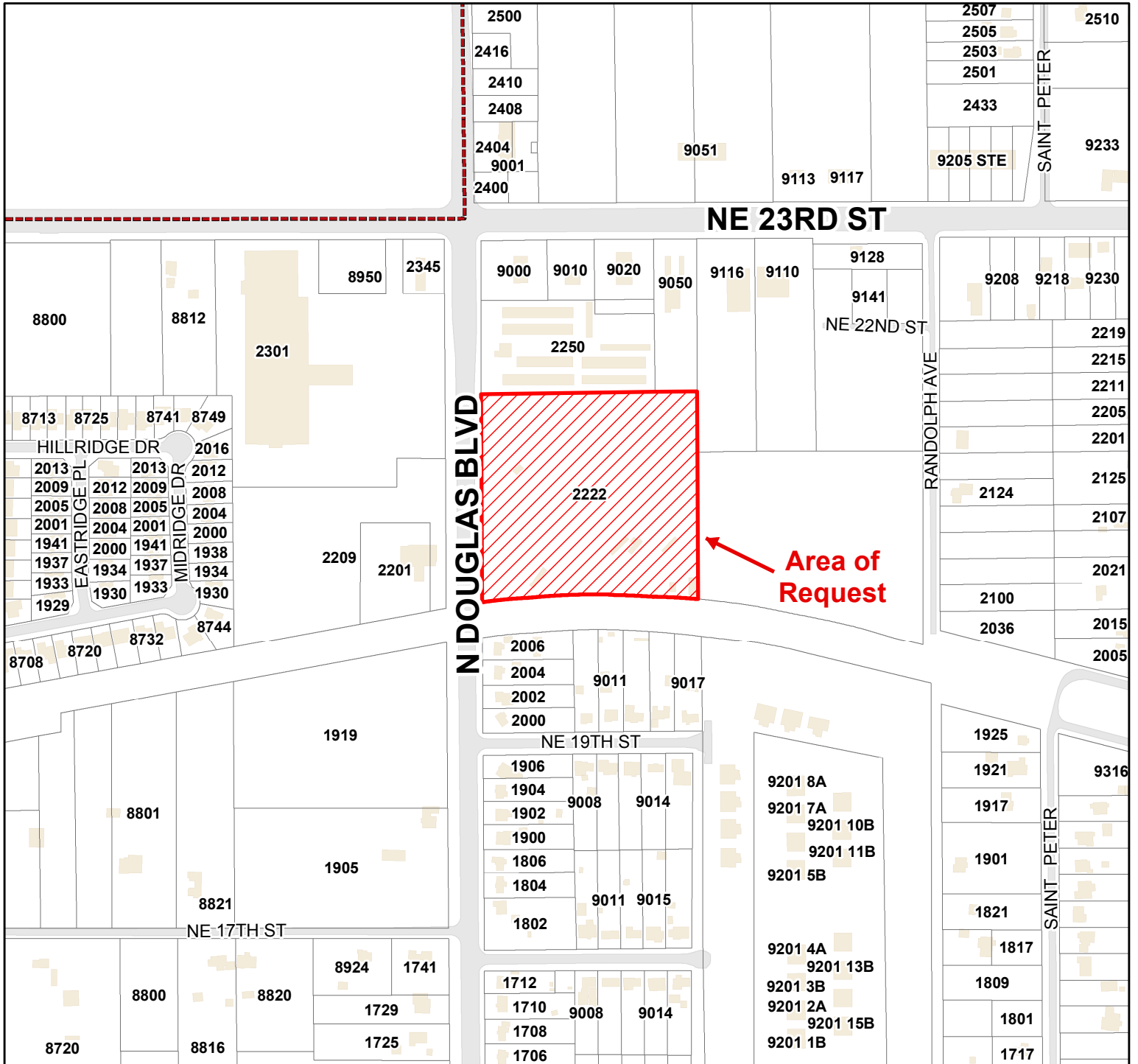
Mr. Harless,

On behalf of Harbor House Foundation, I am requesting to table **PC-1953** (Harbor House Foundation PUD application) until the Council Meeting on July 24, 2018.

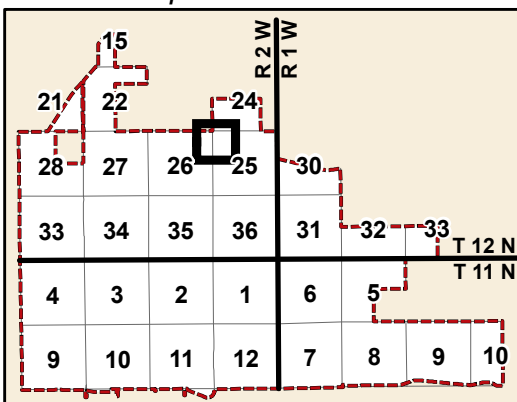
Kind regards,

A handwritten signature in black ink, appearing to read "Adam Jones", with a long horizontal flourish extending to the right.






Adam Jones
President



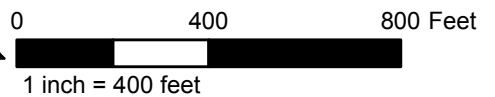
Locator Map



General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

**GENERAL MAP FOR
PC-1953
(NW/4, Sec. 25, T12N, R2W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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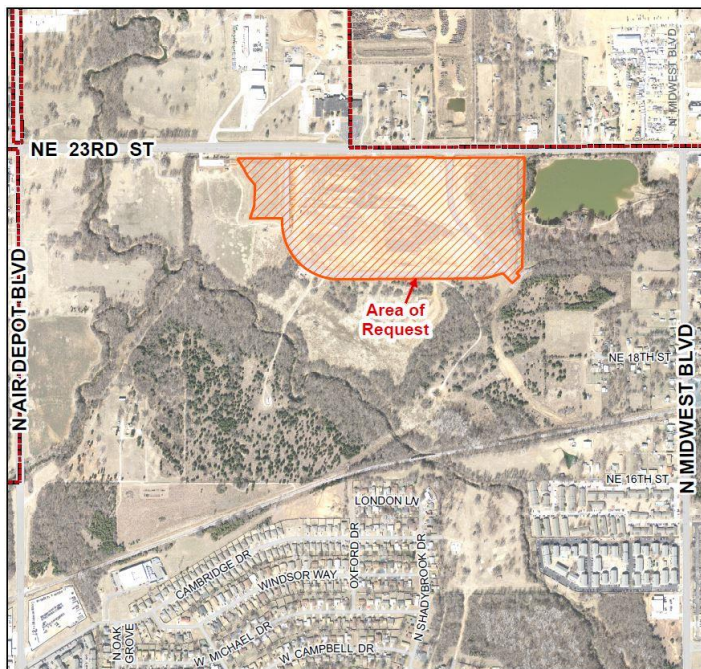
To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 26, 2018

Subject: (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.

Executive Summary: This final plat is being requested in order to begin allowing development within Soldier Creek Industrial Park. The preliminary plat for this area was approved in November of 2016. Since that time, the necessary infrastructure improvements have been installed and accepted. Approval of this final plat will allow staff to begin accepting building permit applications for lots within the arear. As this application meets the requirements of the Subdivision Regulations and is consistent with the approved preliminary plat, staff recommends approval.



and contains an area of approximately 47.81 acres.

Dates of Hearing: Planning
Commission- June 5, 2018
City Council – June 26, 2018

Owner/Applicant: Midwest
City Utilities Authority, J. Guy
Henson, General
Manager/Administrator

Proposed Use: Commercial and
industrial park

Size:
The area of request has a
frontage along NE 23rd Street
of approximately 2274.30 feet

Zoning Districts:

Area of Request – PUD, Planned Unit Development
North and East – A-1, Agriculture
South – PUD
West – I-1, Light Industrial

Municipal Code Citation:

38-19 *Final Plat*

38-18.1. *Purpose*

The purpose of a Final Plat is to ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

History:

1. This area was rezoned to a PUD governed by the I-2, Moderate Industrial and C-4, General Commercial Districts on May 22, 2012. (PC-1766)
2. The preliminary plat for SCIP was approved November 22, 2016.
3. The Planning Commission recommended approval of this item June 5, 2018.

Staff Comments:

Engineering Comments:

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of the public improvements or provide the City a letter of credit / surety bond covering the installation's costs.

The applicant has completed all of the public improvements related to this development.

As stated in the preliminary plat application for the area of request, the Crutch Creek watershed adjacent to the western boundary of the final plat is designated as a "waterway of the United States" by the EPA and US Army Corps of Engineers. FEMA code states "that any and all activity not take place in these streams if there is a way to avoid it." The drainage improvements located throughout the area of request discharge to this drainage basin. However, the Crutch Creek watershed will be left in its natural state.

Easements and Right-of-Way

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. As required, these are reflected on the final plat.

Fire Marshal's Comments:

The Fire Department has reviewed this final plat. The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15.

Plan Comments:

The proposed Soldier Creek Industrial Park (SCIP) Final Plat proposes to create six (6) individual lots. The entire plat encompasses approximately 47.81 acres.

Access to the property is via two (2) curb cuts along NE 23rd Street.

As the proposed Soldier Creek Industrial Park (SCIP) Final Plat conforms to the Midwest City Subdivision Regulations, staff recommends approval.

Action Required: Approve or reject the Soldier Creek Industrial Park Final Plat for the property as noted herein, subject to the staff comments and recommendations as found in the June 26, 2018, agenda packet, and as noted in PC-1954 file.



Billy Harless, AICP
Community Development Director

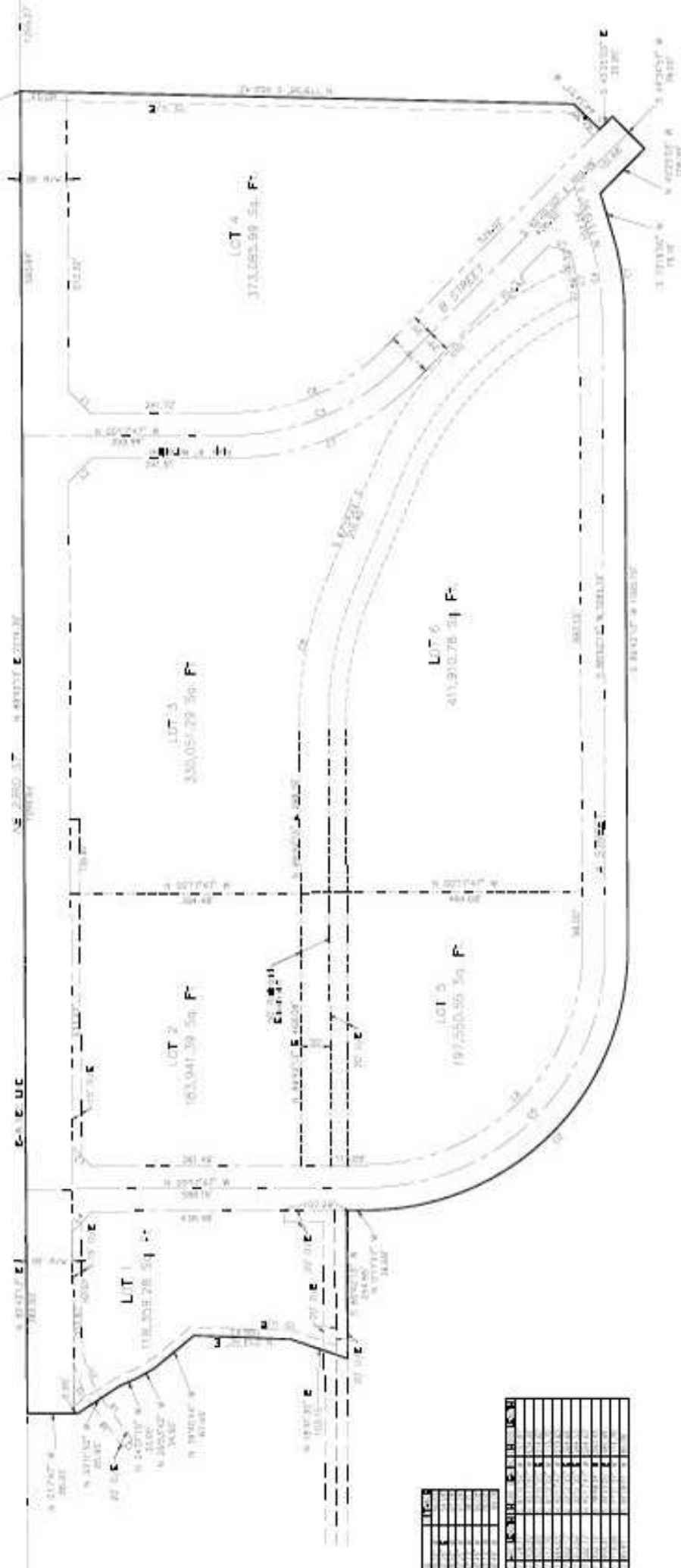
KG

FINAL PLAN

SOLDIER CREEK INDUSTRIAL PARK

A PART OF THE NORTH H-UF, SECTION 27, T12N, R2W, IM, AND CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

P.O.
E
T



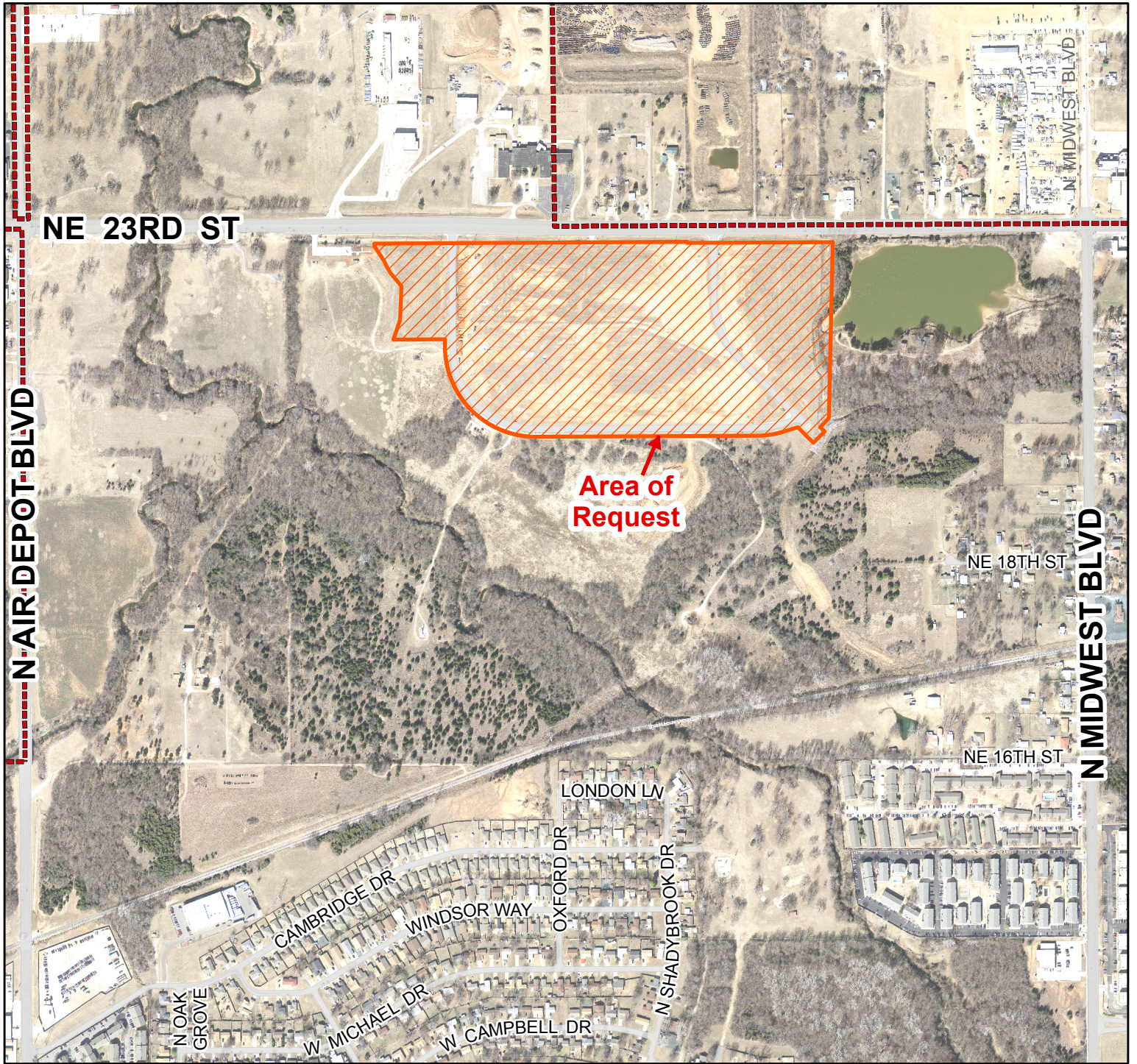
THE TITLE HEREIN IS SUBJECT TO ALL EASEMENTS, RIGHTS, AND INTERESTS OF RECORD AND TO ALL LIENS, TAXES, AND ENCUMBRANCES OF RECORD. THE TITLE HEREIN IS SUBJECT TO ALL EASEMENTS, RIGHTS, AND INTERESTS OF RECORD AND TO ALL LIENS, TAXES, AND ENCUMBRANCES OF RECORD.

BY APPOINTMENT OF THE BOARD OF PUBLIC WORKS

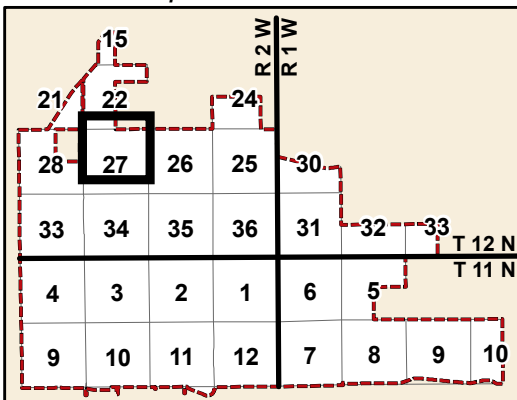
THE CITY ENGINEER HAS REVIEWED THIS PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE CITY ORDINANCES.

LOT	AREA	PERCENTAGE
LOT 1	178,203.28	10.00
LOT 2	163,041.39	9.50
LOT 3	330,051.29	19.00
LOT 4	373,093.59	21.00
LOT 5	197,550.55	11.00
LOT 6	411,910.78	23.50
TOTAL	1,753,850.88	100.00

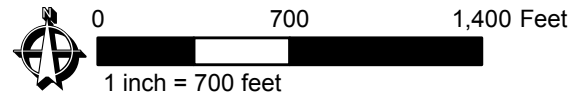
Golden Land Survey
 1800 NW 12th St., Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 842-1234
 Fax: (405) 842-1235
 E-mail: info@goldenland.com



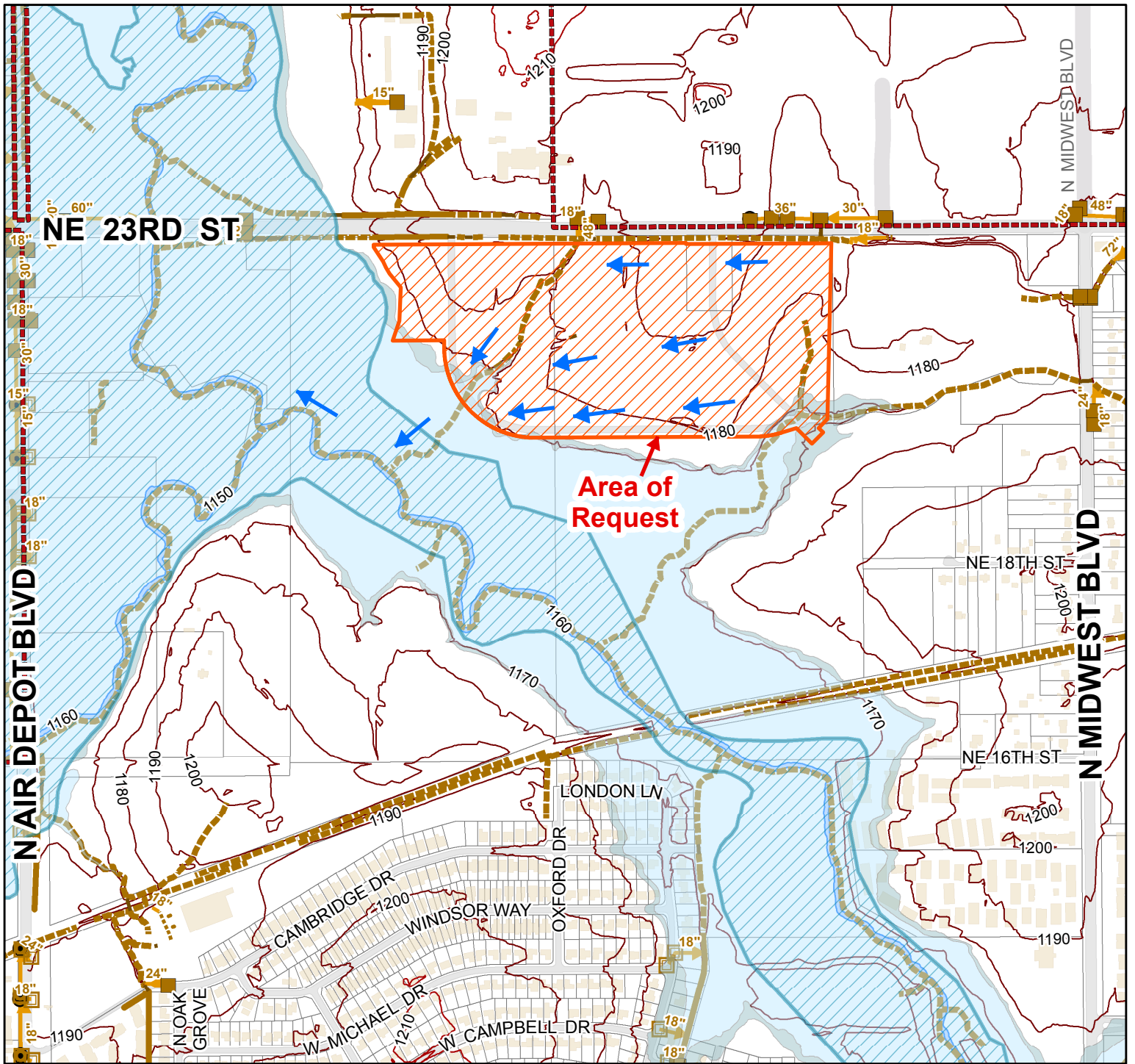
Locator Map



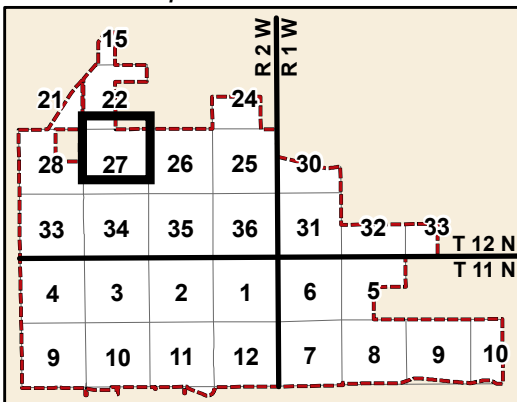
**2017 DOP (AERIAL) VIEW FOR
PC-1954
(N/2, Sec. 27, T12N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



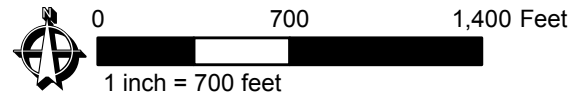
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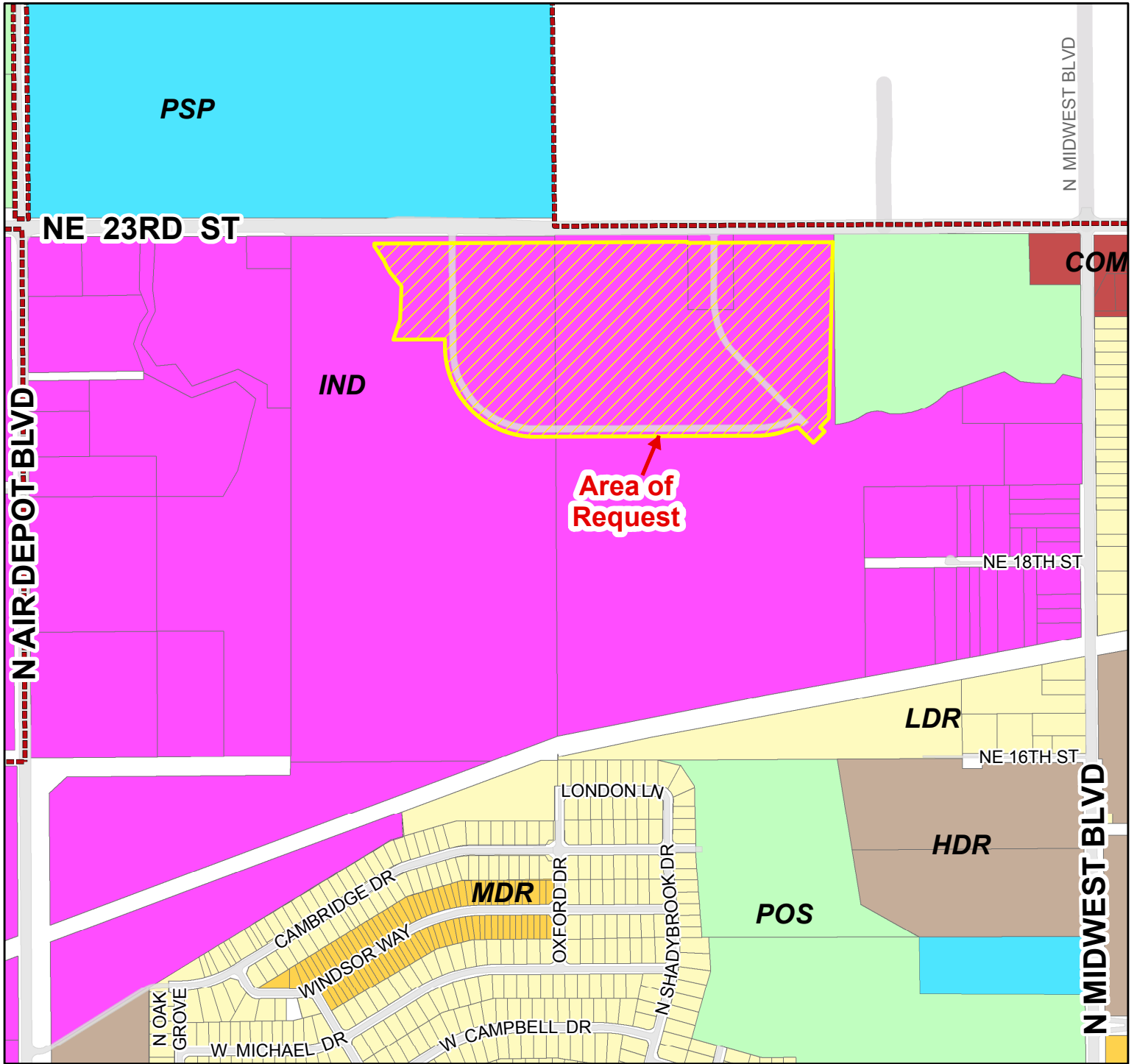
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

- 2009 FEMA Floodplains**
- 500-yr floodplain
 - 100-yr floodplain
 - 2009 FEMA Floodway

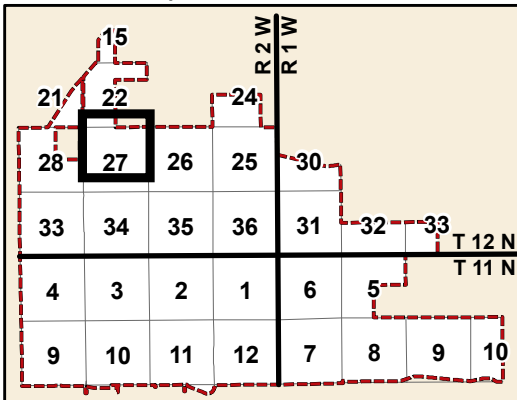
DRAINAGE LOCATION MAP FOR PC-1954 (N/2, Sec. 27, T12N, R2W)



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Locator Map



Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-1954**

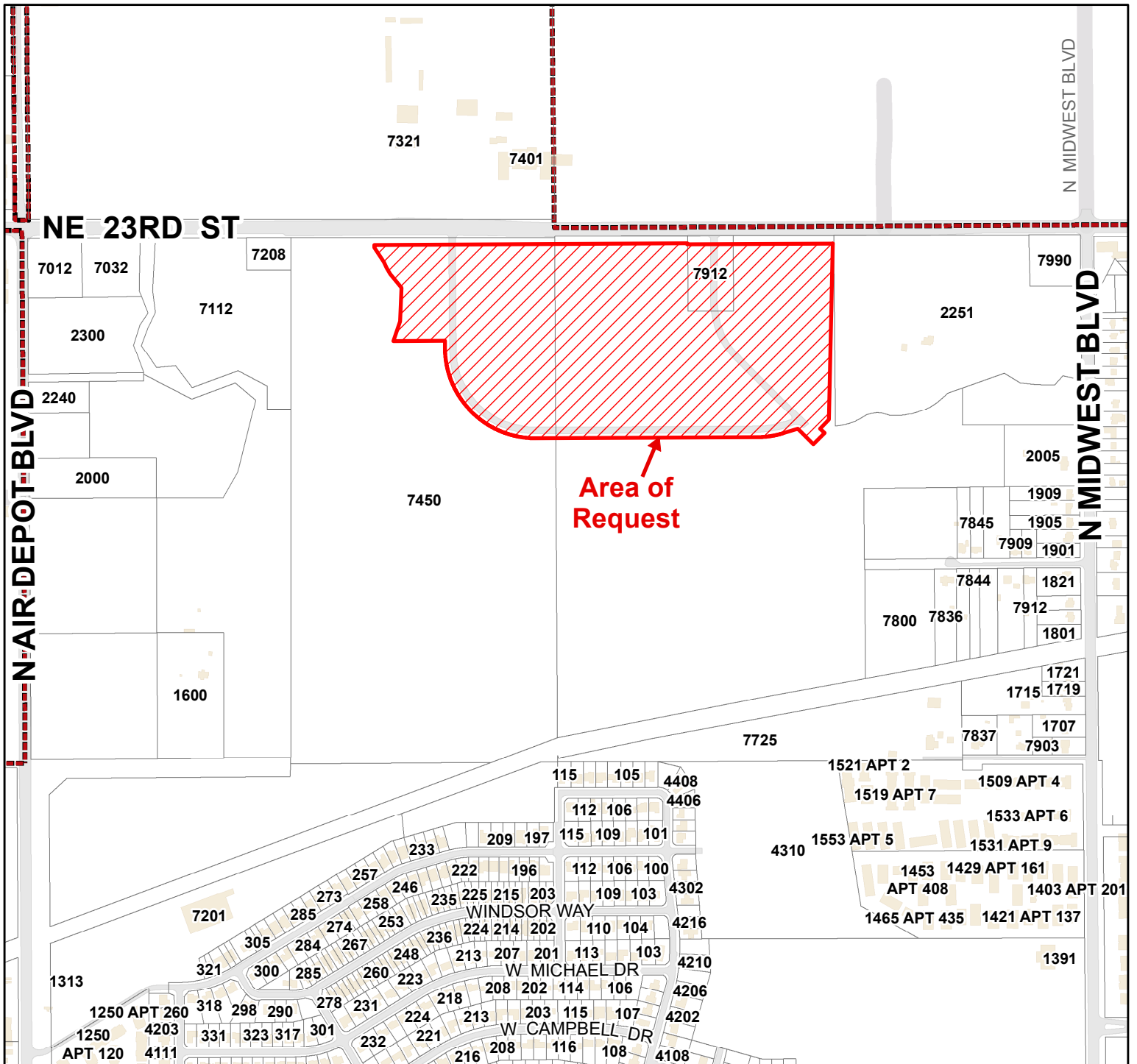
(N/2, Sec. 27, T12N, R2W)



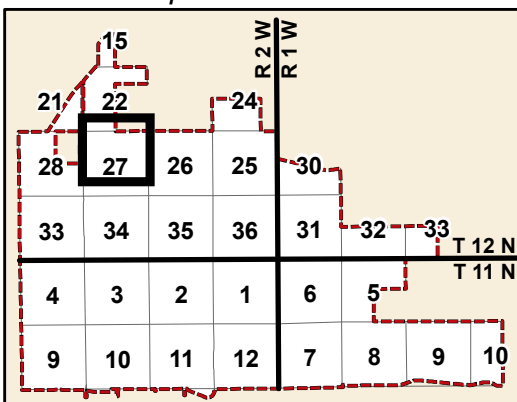
0 700 1,400 Feet

1 inch = 700 feet






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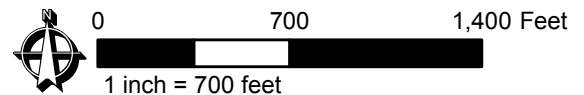
Locator Map



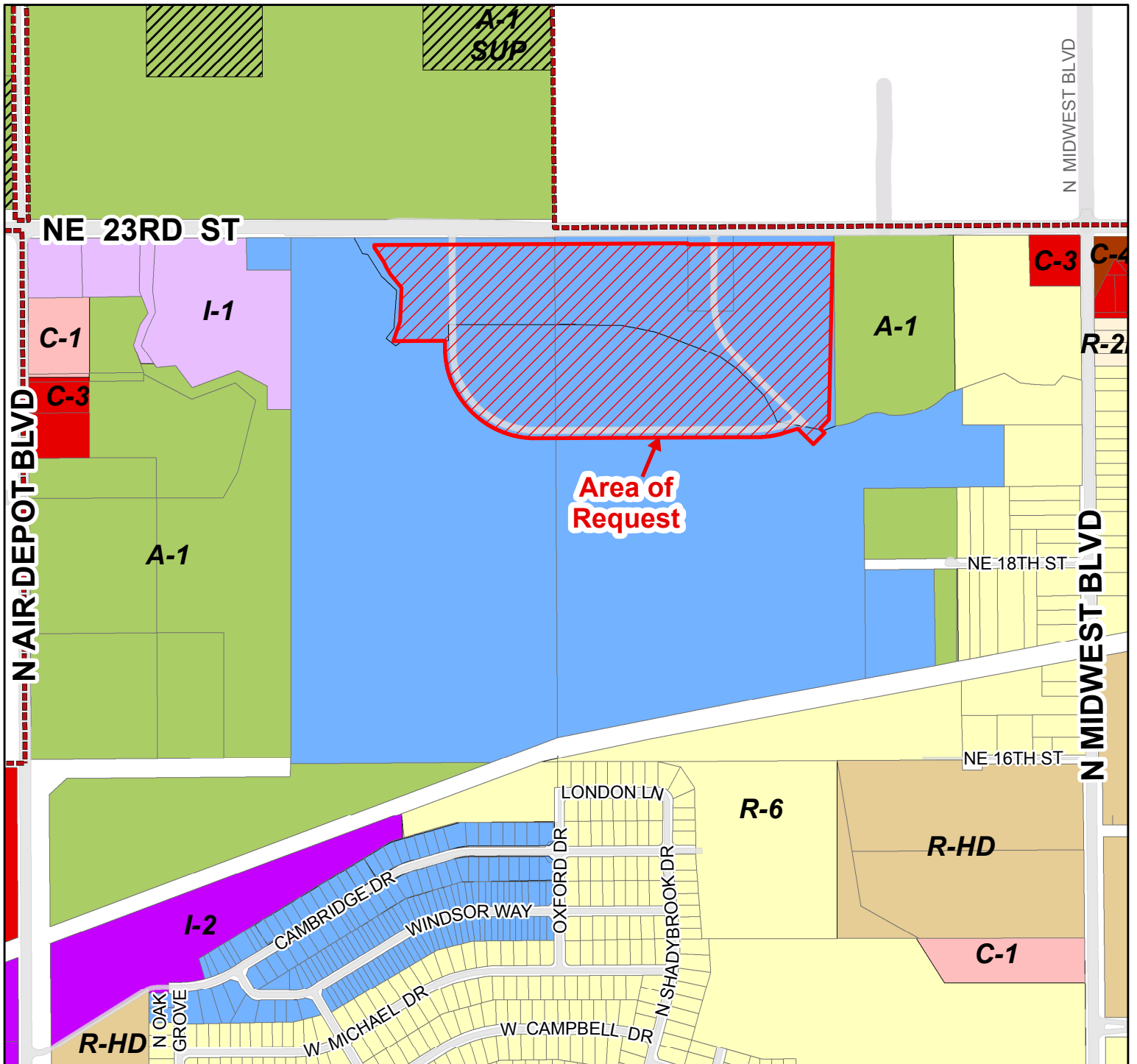
General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

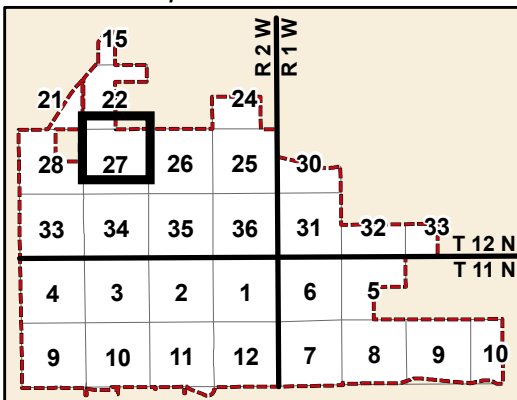
**GENERAL MAP FOR
PC-1954
(N/2, Sec. 27, T12N, R2W)**



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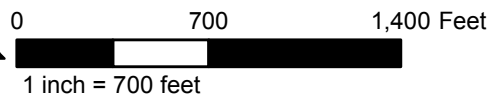
Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-1954 (N/2, Sec. 27, T12N, R2W)



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 26, 2018

Subject: (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.

Dates of Hearing: Planning Commission – June 5, 2018
City Council – June 26, 2018

Midwest City staff recently discovered that there are two separate streets named Forest Trail in Midwest City. One is located in the Forest Glen North Section 2 addition and the other is located in the Forest Glen North Section 3 addition. These streets, both named Forest Trail, do not connect and staff is concerned that having both streets named Forest Trail could cause confusion and may cause a delay in emergency service response times.

Staff contacted the developer of the Forest Glen Addition, Jeff Moore, and asked which street name he would like to change and what possible alternative name he would prefer. Mr. Moore responded to staff that he would prefer to change the name of Forest Trail in the Forest Glen North Section 3 addition to Forest Terrace. Staff did a street name search and this does not conflict with any other street names in Midwest City.

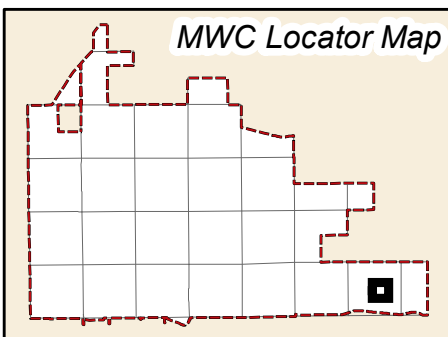
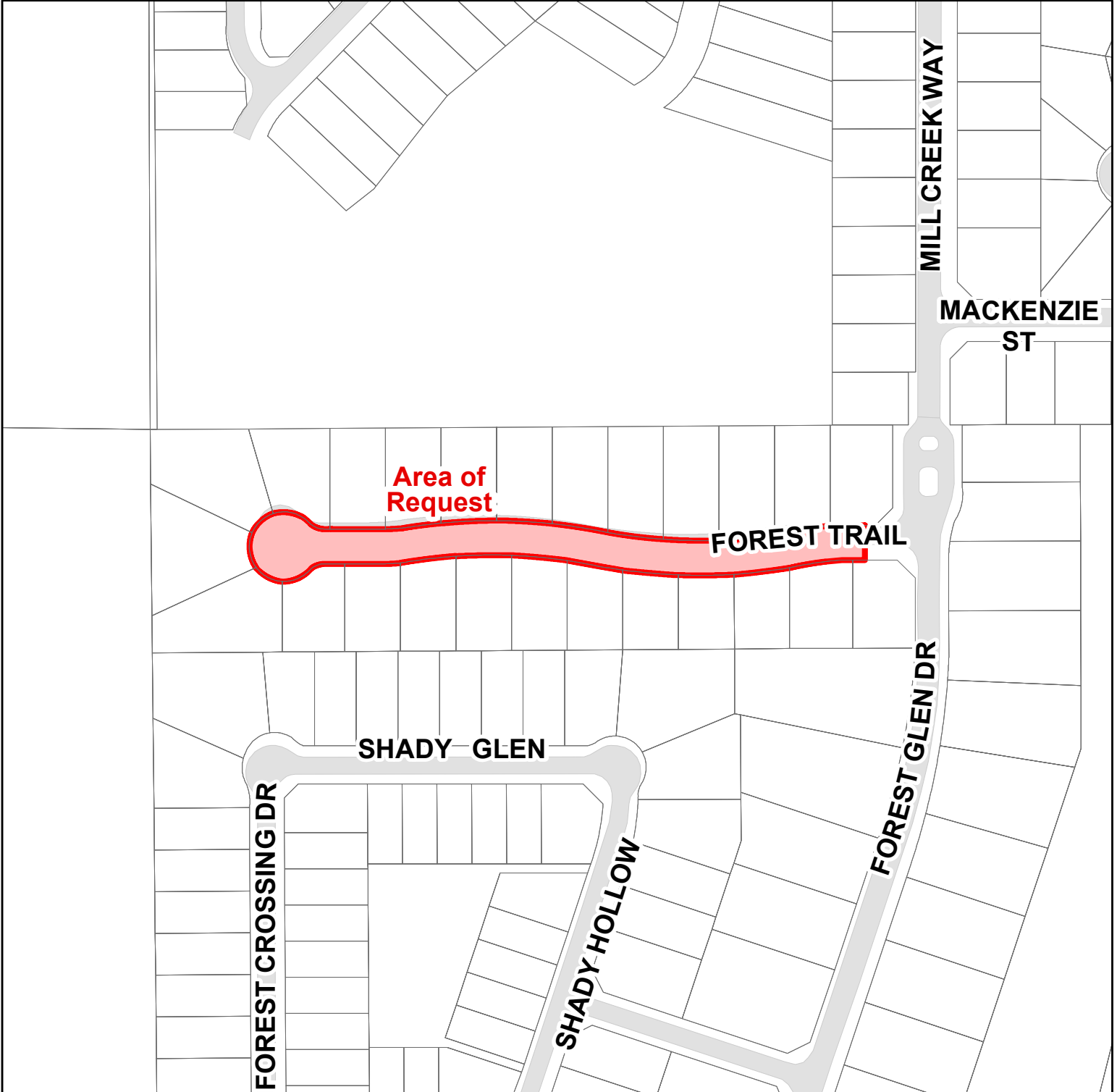
At this time, there is only one owner of property on Forest Trail in the Forest Glen North Section 3 addition other than Mr. Moore. Staff did send notice to this property owner regarding the street name change.

Staff recommends approval of the request to rename Forest Trail in the Forest Glen North Section 3 addition to Forest Terrace.

Action Required: Approve or reject the proposed street name change from Forest Trail in the Forest Glen North Section 3 addition to Forest Terrace.

Billy Harless, AICP
Community Development Director

(KG)



NOTIFICATION MAP FOR PC-1955

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: June 5, 2018

Subject: (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.

Executive Summary:

The motivation for this ordinance amendment stems from a City infill housing project. The proposal that was chosen has a lower roof pitch than what our City code allows and we would like to change the code in order to address this project and future projects in established neighborhoods where there are some lower roof pitches in existence. The design was selected by the Selection Committee and endorsed by the Original Mile Reinvestment Committee and the contract was approved by City Council. Prior to 2010, there was no minimum roof pitch in our Municipal Code. When the 2008 Comprehensive Plan was prepared, a recommendation was made by the consultants to set a 5:12 minimum roof pitch but there was no exception for infill housing in neighborhoods that already had lower pitched roofs within their boundaries.

Comprehensive Plan Citation: Element 5, Anti-Monotony Standards. 1.) Minimum Roof Pitch (Mandatory for all homes) a. A minimum 5:12 roof pitch should be required for each primary structure.

Municipal Code Citation: Under Section 5, Supplemental Regulations, 5.13.1 Infill Definition Infill / redevelopment housing is defined as new housing construction on existing lots that are less than one acre in size. Furthermore, at least eighty (80) percent of the land within a three hundred (300) foot radius of the infill/redevelopment site must be developed and water, sewer, streets, schools and fire protection must be provided / available.

5.16.3 Minimum Roof Pitch, the Code states: A minimum 5:12 roof pitch shall be required for each primary structure.

Staff Recommendation: Staff recommends approval. We want to allow whatever roof pitch was allowed at the time that the neighborhood was platted in order to allow infill homes to conform, balance or reinvigorate the existing housing stock surrounding them.

Staff also considered recommending omitting the roof pitch altogether and would be open to discussing the removal of roof pitch from the code.

Action Required:

Approve, modify or reject the ordinance.

A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless,
Community Development Director

KG/JS

ORDINANCE NO. _____

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.

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

ORDINANCE

5.13 Infill Housing Exception to Minimum House Size

SECTION 1. That the Supplemental Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.13 Infill Minimum House Size as follows:

5.13 Infill Housing Exceptions

5.13.1 Infill Definition

Infill/redevelopment housing is defined as new housing construction on existing lots that are less than one acre in size. Furthermore, at least eighty (80) percent of the land within a three hundred (300) foot radius of the infill/redevelopment site must be developed and water, sewer, streets, schools and fire protection must be provided/available.

5.13.2 Infill Minimum House Size

New homes shall have a minimum house size equal to the average house size of the five (5) closest single-family homes.

5.13.3 Infill Roof Pitch

If the subdivision was platted prior to 2010, there shall be no minimum roof pitch.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. EFFECTIVE DATE. The effective date of this ordinance shall be July 1, 2018.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2018.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2018.

PHILIP W. ANDERSON, City Attorney

ORDINANCE NO. _____

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.

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SECTION 4. EFFECTIVE DATE. The effective date of this ordinance shall be July 26, 2018.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2018.

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2018.

PHILIP W. ANDERSON, City Attorney



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
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 26, 2018

Subject: 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.

Dates of Hearing: City Council – June 26, 2018

Applicant: Derek Jackson

The applicant submitted a plat correction certificate to staff for review and approval by the City Council. The error in the filed final plat of St. Charles Place lies within the text of the Owner’s Certificate and Dedication block. The word “street” was left off of this section and the correction is necessary.

Municipal Code Citation

Section 38-23(A) District Court Remedy

Any recorded Subdivision Plat which has been erroneously described on any record in the chain of title to said Plats, or are otherwise defective on their face may be corrected pursuant to the provisions of Sections 41-112 through 41-115 of Title 11 of the Oklahoma Statutes.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

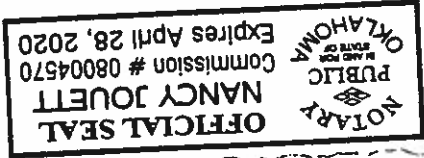
KG

MAYOR - MATT DUKES

CITY CLERK - SARA HANCOCK

ON THIS DAY OF 2018, THE CITY OF MIDWEST CITY HEREBY ACCEPTS AND ADOPTS THE AMENDED OWNERS CERTIFICATE AND DEDICATION TO THE FINAL PLAT OF ST. CHARLES PLACE AS REFLECTED ABOVE.

NOTARY PUBLIC



MY COMMISSION NUMBER: 08004570

MY COMMISSION EXPIRES: 4/28/2020

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 13th DAY OF June, 2018 PERSONALLY APPEARED KEITH WILSON, AS MANAGER OF ST. JAMES PLACE LLC, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SIGNED THE NAME OF THE MAKER TO THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THERE FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

KEITH WILSON, MANAGER

ST. JAMES PLACE LLC
1723 W. BRITTON ROAD
OKLAHOMA CITY, OK 73120

WITNESSED BY OUR HAND(S) THIS 13th DAY OF June, 2018.

THEY FURTHER CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN ON THE SAID FINAL PLAT, WHICH SAID FINAL PLAT REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN. THEY FURTHER CERTIFY THAT THEY ARE THE OWNER OF AND THE ONLY PERSON, FIRM, OR CORPORATION WHO HAS ANY RIGHT, TITLE, OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED FINAL PLAT AND THEY DO HEREBY DEDICATE ALL STREETS, UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON SAID FINAL PLAT TO THE USE OF THE PUBLIC, FOR PUBLIC ACCESS DRAINAGE AND UTILITIES FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNEES FOREVER AND HAS CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES.

Commenting at the Southeast corner of the SW/4 of Section 36, T12N-R2W I.M.; Thence N0°20'43"W along the East line of said SW/4 a distance of 260.00 feet to the Point of Beginning; Thence S89°38'52"W and parallel with the South line of said SW/4 a distance of 330.03 feet to a point on the East line of L.S. White Addition; Thence N0°21'08"W along the East line of said L.S. White Addition a distance of 1060.00 feet to a point on the North line of the SE/4 of said SW/4; Thence N89°38'52"E along the North line of the SE/4 of said SW/4 a distance of 330.16 feet to the Northeast corner of the SE/4 of said SW/4 and the West R/W line of Charles Ave as Platted in Kanaly's East Reno Ave. Addition; Thence S0°20'43"E along the East line of said SW/4 and the West R/W line of said Charles Ave. a distance of 1060.00 feet to the Point of Beginning. and containing 8.03 Acres More or Less.

THAT ST JAMES PLACE LLC HEREBY CERTIFIES THAT THEY ARE THE OWNER OF AND THE ONLY PERSON OR ENTITY HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE PLAT OF ST. CHARLES PLACE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AMENDED OWNERS CERTIFICATE AND DEDICATION FOR FINAL PLAT OF ST CHARLES PLACE

RETURN TO CITY CLERK
100 N. Midwest Boulevard
Midwest City, OK 73110

Project: St Charles Place

Jackson & Jackson Engineering

5350 S. Western Avenue, Suite 222
Oklahoma City, OK 73109
(405) 225-1978

May 7, 2018

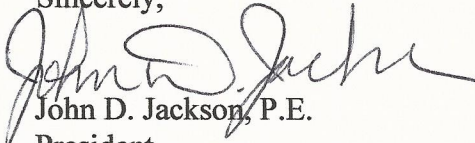
City of Midwest City
Attn: Kellie Giles, Planning Manager
100 N. Midwest Boulevard
Midwest City, OK 73110

Re: St. Charles Place Plat Correction

A plat correction is required for St. Charles Place due to the omission of the word 'street' from the Owner's Certificate and Dedication block on the submitted and filed plat.

If you have any questions please call me at 225-1978.

Sincerely,


John D. Jackson, P.E.
President



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: June 12, 2018

Subject: 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.

Background Information: Through the Original Mile Reinvestment Committee, we've created a pilot program to encourage new housing construction on City-owned vacant lots within the Original Mile. As this project has moved forward, and we've received feedback from our program participants, staff has researched infill programs around the country and has found that many communities waive development fees associated with infill construction. The attached ordinance change provides the City Manager the ability to waive development fees on city owned properties.

Infill/redevelopment housing is defined as new housing construction on existing lots that are less than one acre in size. Furthermore, at least 80% of the land within a 300 foot radius of the infill/redevelopment site must be developed and water, sewer, streets, schools, and fire protection must be provided / available.

Comp Plan: Our current 2008 Comprehensive Plan addresses infill in Chapter 6 Housing. It states that the City can assist in making infill development or redevelopment an increasingly attractive option for potential homebuilders *by waiving development-related fees*. It also states that the City should establish policies to *streamline the regulatory process for development* in identified areas of the City where vacant lots are available for infill development and that have ready access to infrastructure.

Recommended Action: Staff recommends approval.

Action Required: Discussion and action on approval of Ordinance change.

Billy Harless,
Community Development Director

ORDINANCE NO. _____

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.

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

ORDINANCE

SECTION 1. That Article III, Section 9, Building Code of the Midwest City Code, is hereby amended by amending Section 112.0 Permit Fees as follows:

ARTICLE III. - BUILDING CODE^[4]

112.0 Permit *fees*.

(a) No permit as required by this Code shall be issued until the *fee* prescribed in this Article shall have been paid to the development services department; nor shall an amendment to a permit be approved until the additional *fee*, if any, due to an increase in the estimated cost of a building or structure, shall have been paid.

(b) For a permit for construction, alteration, or installation of a building or structure, the *fee* shall be at the rate of:

(1) New residential; additions.

(A) New residence: Five cents (\$0.05) per square foot for new residence.

(B) Residential additions: Five cents (\$0.05) per square foot with a minimum *fee* of fifty dollars (\$50.00) for a residential addition.

(C) Capital improvement *fee*: The *fee* shall be thirteen cents (\$0.13) per square foot for the capital improvement *fee* for (A) and (B) above.

(D) Sidewalk *fee*: The *fee* shall be two cents (\$0.02) per square foot for sidewalk *fee* for (A) and (B) above.

(E) Infill Housing on City Owned Property: The City Manager or designee may waive development fees associated with building infill housing on City owned properties in order to support revitalization. (Development fees may include building permits, fence permits, drive permits and any other development related fees deemed applicable at the City Manager's discretion.)

(c) Accessory buildings, carports, retaining walls and fences: The *fee* for carports and fences shall be thirty dollars (\$30.00). The *fee* for retaining walls shall be thirty-five dollars (\$35.00). The *fee* for accessory buildings of two hundred and fifty (250) square feet or less in area shall be fifty dollars (\$50.00) and for accessory building greater than two hundred and fifty (250) square feet in area but less than ten thousand (10,000) square feet in area shall be five cents (\$0.05) per square foot plus the thirteen cents (\$0.13) per square foot for the capital improvements *fee* plus two cents (\$0.02) per square foot for the sidewalk *fee*. The *fee* for accessory buildings more than ten thousand (10,000) square feet in area shall be two cents (\$0.02) per square foot plus thirteen (\$0.13) per square foot for the capital improvement *fee* plus two cents (\$0.02) per square foot for the sidewalk *fee*.

(d) All permit *fees* associated with the replacement of accessory buildings set out in subsection (c) above are hereby waived if said original accessory building was destroyed or damaged beyond repair by an act of God. The following conditions are precedent to the granting of the waiver: the replacement accessory building is identical in size to the original accessory building being replaced; the replacement accessory building is to be located upon the lot where the original accessory building was located; and the original accessory building was permitted. In every case, an application for permit shall be required and the applicant is to comply with all other regulations relative to accessory buildings.

(e) Residential remodeling: A permit for remodeling is required when the remodeling involves repairs as defined in [section 9-1](#). The *fee* for a residential remodeling permit shall be three dollars (\$3.00) per one thousand dollars (\$1,000.00) of the estimated cost of the remodel based upon the fair market value of labor and materials, with a minimum *fee* of twenty-five dollars (\$25.00). In addition, a capital improvement *fee* shall be assessed at a rate of thirteen dollars (\$13.00) per ten thousand dollars (\$10,000.00) of the estimated cost plus a sidewalk *fee* shall be assessed at a rate of one dollar (\$1.00) per ten thousand dollars (\$10,000) of the estimated cost.

(f) Commercial remodeling: A permit for remodeling is required when the remodeling involves repairs as defined in [section 9-1](#). The *fee* for a commercial remodeling permit shall be four dollars (\$4.00) per one thousand dollars (\$1,000.00) of the estimated cost of the remodel; based upon the fair market value of labor and materials, with a minimum *fee* of fifty dollars (\$50.00). In addition, a capital improvements *fee* shall be assessed at a rate of thirteen dollars (\$13.00) per ten thousand dollars (\$10,000.00) of the estimated cost plus a sidewalk *fee* shall be assessed at a rate of one dollar (\$1.00) per ten thousand dollars (\$10,000) of the estimated cost.

(g) Conversion from residential to commercial uses: Upon approval of such conversion, a permit shall be required. The *fee* for conversion from residential to commercial uses permit shall be four dollars (\$4.00) per one thousand dollars (\$1,000.00) of the estimated cost of the remodel, based upon the fair market value of labor and materials, with a minimum *fee* of fifty dollars (\$50.00). In addition, a capital improvements *fee* shall be assessed at a rate of thirteen dollars (\$13.00) per ten thousand dollars (\$10,000.00) of the estimated cost plus a sidewalk *fee* shall be assessed at a rate of one dollar (\$1.00) per ten thousand dollars (\$10,000) of the estimated cost.

(h) New commercial: The *fee* for a new commercial building shall be four cents (\$0.04) per square foot for the first ten thousand (10,000) square feet of floor area and two cents (\$0.02) per

square foot for the area in excess of ten thousand (10,000) square feet of floor area. In addition, a capital improvements *fee* shall be assessed at a rate of thirteen cents (\$0.13) per square foot plus six cents (\$0.06) per square foot for the sidewalk *fee*.

(i) New warehouse and agricultural: The *fee* for new warehouse and agricultural buildings shall be three cents (\$0.03) per square foot for the first ten thousand (10,000) square feet of floor area and one cent (\$0.01) per square foot for the area in excess of ten thousand (10,000) square feet of floor area. In addition, a capital improvements *fee* shall be assessed at a rate of thirteen cents (\$0.13) per square foot plus six cents (\$0.06) per square foot for the sidewalk *fee*.

(j) Non-residential additions: The *fee* for a non-residential addition shall be the same *fee* as would be charged for new construction, except there is a minimum *fee* of fifty dollars (\$50.00). In addition, a capital improvements *fee* shall be assessed at a rate of thirteen cents (\$0.13) per square foot plus six cents (\$0.06) per square foot for the sidewalk *fee*.

(k) Parking area and driveways: The *fee* for a residential driveway shall be thirty-five dollars (\$35.00) whether a curb cut is made or not. The *fee* for a commercial parking area shall be five-tenths of one cent (\$0.005) per square foot of the commercial parking area.

(l) Reinspection *fee*: The reinspection *fee* shall be fifty dollars (\$50.00) for the first reinspection and one hundred dollars (\$100.00) for each reinspection thereafter.

(m) Plan review *fees*: At the time an application for permit (excluding single-family and two-family residential) is submitted to the building official, twenty-five (25) percent of the *fee* prescribed in this section shall be paid and shall not be refundable. This *fee* shall be known as a plan review *fee*. The plan review *fee* shall be subtracted from the *fee* prescribed in this section when the permit is issued by the building official.

(n) Refunds: In the case of a revocation of a permit or abandonment or discontinuance of a building project, there shall be no refunds.

(o) Miscellaneous inspections (no permit): Any site visit where no building permit has been issued, there will be a thirty-five dollar (\$35.00) *fee*. This *fee* will be assessed for each visit.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. EFFECTIVE DATE. The effective date of this ordinance shall be July 12, 2018.
~~July-26, 2018.~~

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

on the ____ day of _____, 2018.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2018.

PHILIP W. ANDERSON, City Attorney

ORDINANCE NO. _____

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.

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

ORDINANCE

SECTION 1. That Article III, Section 9, Building Code of the Midwest City Code, is hereby amended by amending Section 112.0 Permit Fees as follows:

ARTICLE III. - BUILDING CODE^[4]

112.0 Permit *fees*.

(a) No permit as required by this Code shall be issued until the *fee* prescribed in this Article shall have been paid to the development services department; nor shall an amendment to a permit be approved until the additional *fee*, if any, due to an increase in the estimated cost of a building or structure, shall have been paid.

(b) For a permit for construction, alteration, or installation of a building or structure, the *fee* shall be at the rate of:

(1) New residential; additions.

(A) New residence: Five cents (\$0.05) per square foot for new residence.

(B) Residential additions: Five cents (\$0.05) per square foot with a minimum *fee* of fifty dollars (\$50.00) for a residential addition.

(C) Capital improvement *fee*: The *fee* shall be thirteen cents (\$0.13) per square foot for the capital improvement *fee* for (A) and (B) above.

(D) Sidewalk *fee*: The *fee* shall be two cents (\$0.02) per square foot for sidewalk *fee* for (A) and (B) above.

(E) Infill Housing on City Owned Property: The City Manager or designee may waive development fees associated with building infill housing on City owned properties in order to support revitalization. (Development fees may include building permits, fence permits, drive permits and any other development related fees deemed applicable at the City Manager's discretion.)

(c) Accessory buildings, carports, retaining walls and fences: The *fee* for carports and fences shall be thirty dollars (\$30.00). The *fee* for retaining walls shall be thirty-five dollars (\$35.00). The *fee* for accessory buildings of two hundred and fifty (250) square feet or less in area shall be fifty dollars (\$50.00) and for accessory building greater than two hundred and fifty (250) square feet in area but less than ten thousand (10,000) square feet in area shall be five cents (\$0.05) per square foot plus the thirteen cents (\$0.13) per square foot for the capital improvements *fee* plus two cents (\$0.02) per square foot for the sidewalk *fee*. The *fee* for accessory buildings more than ten thousand (10,000) square feet in area shall be two cents (\$0.02) per square foot plus thirteen (\$0.13) per square foot for the capital improvement *fee* plus two cents (\$0.02) per square foot for the sidewalk *fee*.

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SECTION 4. EFFECTIVE DATE. The effective date of this ordinance shall be July 12, 2018.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2018.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2018.

PHILIP W. ANDERSON, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : June 19th, 2018

SUBJECT : 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.)

To summarize:

After being tasked at the January 23rd, 2018 council meeting with gathering further information from the residents along Roefan Road and Hand Road, staff contacted the residents through the mail and held two public meetings on February 20th, 2018 and March 6th, 2018.

The letter and the meetings were held to gauge interest in the project and see if there was support in the idea of placing a deposit on connecting to City water when available. Twenty of the thirty one existing addresses along the corridor did attend a public meeting or contacted staff with their thoughts on the City's proposal.

The residents were polled at the meetings on if they would deposit \$75.00 in a water service account for their address in the present and pay the water meter and service tie on fees to connect when available in the future. This offer came with the condition that after a deadline date, there will be an additional \$7000 assessment fee to connect to City water for these addresses. Avoiding the assessment fee required participating with the current offer. Nineteen of the twenty attending residents polled stated they would put down the deposit.

At the March 27th, 2018 council meeting, staff was tasked to implement the deposit program to see if a majority of the residents would make a deposit by the June 19th, 2018 council meeting. Currently, the residents have reached a majority threshold with 22 of 31 committing money to the project.

Patrick Menefee, P.E.
City Engineer



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204
Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: June 26, 2019

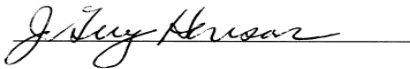
RE: Discussion and consideration of approving a two (2) percent cost of living increase effective July 1, 2018 for all employees not covered by a collective bargaining agreement.

Staff is recommending a cost of living increase for all full time employees not covered by a collective bargaining agreement. As we are still in negotiations with the IAFF and the FOP, nothing has been finalized with that group of employees. The cost per fund for the cost of living increase is as follows:

FUND/DEPARTMENT	DEPARTMENT NAME	2% COLA
009	Gen Gov Sales Tax	8,307
010-02	City Clerk	1,563
010-03	HR	6,261
010-04	City Attorney	798
010-05	Comm Dev	30,698
010-06	Park & Rec	8,058
010-08	Finance	10,923
010-09	Streets	25,722
010-10	Animal Welfare	5,846
010-12	Municipal Court	8,544
010-15	Neighborhood Serv	16,138
010-16	IT	9,030
010-18	Emergency Response Center	17,350
010-19	Swimming Pool	586
010-20	Communications	1,459
014-14	Technology	2,563
20-6220	Police Civilian	32,992
25	Juvenile	1,437
40-6420	Fire Civilian	6,807
45	Welcome Center	2,558
46	CVB	3,408
60	Capital Drainage	4,749
61	Stormwater Quality	7,352

70	Emergency Operations	6,683
75	PWA	15,013
80	Fleet	14,133
81	Surplus Property	482
123	Parks & Rec	1,360
141	CDBG	5,160
187	Utility Services	13,539
190	Sanitation	21,042
191	Water	37,688
192	Sewer	50,557
197	Golf	8,742
202	Risk Mgmt	3,059
240	L&H	824
310	Diaster Relief & NH Serv Cleanup	2,747
353	Economic Dev Authority	1,464
425	Hospital Authority	2,317
		<u>389,651</u>

Action is at the Council's discretion.



J. GUY HENSON, City Manager



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSIONS





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405.739.1204
Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: J. Guy Henson, City Manager

DATE: June 26, 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.

Appropriate information will be available.

J. GUY HENSON, AICP
City Manager



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204
Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: June 26, 2018

SUBJECT: 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.

Appropriate information will be dispersed during the meeting. Action is at the Council's discretion.

J. GUY HENSON, AICP
City Manager



Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: June 26, 2018

RE: 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.

Appropriate information will be provided during executive session.

Tim L. Lyon

Tim Lyon
Assistant City Manager



FURTHER INFORMATION



**MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT MEETING
May 1, 2018 -- 6:00 P.M.**

This meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on May 1, 2018, with the following members present:

Present: Jess Huskey
 Cy Valanejad
 Frank Young
 Charles McDade

Staff present: Kellie Gilles, Planning Manager
 Lora Gwartney, Associate Current Planner

The meeting was called to order by Huskey at 6:00 P.M.

A. MINUTES:

Valanejad noted that he did not vote on item B1 as he was the applicant.

A motion was made by McDade, seconded by Young, to approve the minutes of the meeting of May 1, 2018 as presented. Voting aye: Young, Valanejad, McDade and Huskey. Nay: none. Motion carried.

B. NEW MATTERS:

- 1. (BA-399) Discussion and consideration of an application for a variance to the terms, standards and criteria for the masonry requirement for nonresidential uses within residential districts as outlined in Section 5.12(B)(3) of the Zoning Ordinance, for the property located at 1000 S. Midwest Blvd.**

Huskey noted that the owner of the property has submitted a letter requesting to withdraw the application.

A motion was made by Young, seconded by McDade, to take no action on this item. Voting aye: Young, Valanejad, McDade and Huskey. Voting nay: none. Motion carried.

C. BOARD DISCUSSION: None

D. PUBLIC DISCUSSION: None

Page 2
June 5, 2018
Board of Adjustment Minutes

There being no further business, a motion was made by McDade, seconded by Young, to adjourn the meeting. Voting aye: Young, Valanejad, McDade and Huskey. Nay: none. Motion carried.

The meeting adjourned at 6:02 P.M.

JESS HUSKEY, Chairman

KG

Notice of regular Midwest City Planning Commission meetings in 2018 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2017 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

June 5, 2018 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on June 5, 2018 at 7:00 p.m., with the following members present:

Commissioners present: Russell Smith – Vice-Chairman
Dean Hinton
Jess Huskey
Jim Smith
Jim Campbell

Commissioner absent: Stan Greil
Dee Collins

Staff present: Kellie Gilles, Planning Manager
Billy Harless, Community Development Director
Patrick Menefee, City Engineer
Lora Gwartney, Associate Current Planner

The meeting was called to order by Vice-Chairman Smith at 7:00 p.m.

A. MINUTES:

1. Motion was made by Huskey, seconded by Campbell, to approve the minutes of the May 1, 2018 Planning Commission meeting as presented. Voting aye: J. Smith, Campbell, R. Smith, Hinton and Huskey. Nay: none. Motion carried.

B. NEW MATTERS:

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.**

Staff presented a brief overview of this item. The applicants, Steve and Cindy Merriman of 19721 SE 27th, Newalla, were present. There was general discussion about this item. A motion was made by Huskey, seconded by Campbell, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Campbell, R. Smith, Hinton and Huskey. Nay: none. Motion carried.

- 2 (PC-1951) Public hearing with discussion and consideration of a 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.**

Staff presented a brief overview of this item. The applicant, Jim McWhirter of 3201 Wakefield Ln., was present. There was general discussion about this item. A motion was made by Campbell, seconded by Hinton, to recommend approval of this item subject to all staff comments. Voting aye: J. Smith, Campbell, R. Smith, Hinton and Huskey. Nay: 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.**

Staff presented a brief overview of this item. The applicant, Terry Haynes of 815 W. Main, was present. There was general discussion about this item. A motion was made by Huskey, seconded by Campbell, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Campbell, R. Smith, Hinton and Huskey. Nay: 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.**

Staff members presented a brief description of this item. Community Development Director Harless noted that a new version of the site plan was submitted the day before agendas went out so staff was unable to complete a thorough review. The applicant, Chris Gray of Crafton Tull, gave a presentation regarding this request. The owner, Adam Jones, spoke about the project and mission. R. Smith asked if services would be provided to the residents and Mr. Jones stated that they would. Mr. Gray noted that security cameras would be installed. Scott Storteboom was also present with the applicant and owner and explained that the manager for the development would be actively managing the development. R. Smith asked if each unit would have a security system. Mr. Storteboom stated that each unit would not have an individual security system. R.

Smith asked what the distance would be between units. The applicant stated that there would be 7' between units. R. Smith asked what the criteria was to become a resident. The applicant stated that income restrictions from just below \$15,000/year to just below \$50,000/per year would be the criteria and that the residents must be employed while living in the development. Director Harless explained that there was a concern about the 24' wide drive aisle as even with no on-street parking, people would likely still park there and could hinder fire equipment if necessary. The applicant stated that they would be willing to increase the width to 26'. R. Smith asked what the density per unit would be. The applicant stated that for 1 bedroom units, 2-3 could be allowed and for the 2 bedroom units, 2-4 residents could be allowed. Eric Young was also present with the applicant. Mr. Young explained that the applicant was requesting to use fiber cement siding and that each unit would be sprinkled. David Knowles was also present with the applicant and explained that landscaping would be used for crime prevention through environmental design. It was also explained that residents would be given flowers each Spring to plant on their own. R. Smith asked how many storage units were proposed. It was stated that 64 units were proposed and that they were only to be used by residents. R. Smith advised the applicant to meet with Councilmembers as allowed prior to the June 26 Council meeting to discuss concerns. A motion was made by Hinton, seconded by Huskey, to recommend denial of this item. Voting aye: J. Smith, Campbell, R. Smith, Hinton and Huskey. Nay: 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.

Staff presented a brief overview of this item. Robert Coleman, Economic Development Director for the City of Midwest City, was present. There was general discussion about this item. A motion was made by Huskey, seconded by Campbell, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Campbell, R. Smith, Hinton and Huskey. Nay: 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 Terr.

Staff presented a brief overview of this item. There was general discussion about this item. A motion was made by Hinton, seconded by J. Smith, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Campbell, R. Smith, Hinton and Huskey. Nay: 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.

Staff presented a brief overview of this item. There was general discussion about this item. A motion was made by Campbell, seconded by Huskey, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Campbell, R. Smith, Hinton and Huskey. Nay: none. Motion carried.

C. COMMISSION DISCUSSION: There was general discussion.

D. PUBLIC DISCUSSION: None

E. FURTHER INFORMATION: Staff explained that they were considering a change to the masonry requirement for residential structures and would likely be bringing a proposed ordinance to the Commission in July 2018.

There being no further matters before the Commission, motion to adjourn was made by Huskey seconded by Campbell. Voting aye: J. Smith, Campbell, R. Smith, Hinton and Huskey. Nay: none. Motion carried.

The meeting adjourned at 8:36 p.m.

Russell Smith, Vice-Chairman
(KG)



MUNICIPAL 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.



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



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



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

June 26, 2018 - 7:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of June 12, 2018, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Capital Improvement Revenue Bond Fund, revenue/Transfers In (00) \$165,000; expenses/Transfers Out (00) \$165,000. (Finance - C. Barron)
 3. Discussion and consideration of approving and entering into a professional services agreement with Cord Hospitality to provide asset management and advisory services relating to the management of the Sheraton Midwest City Hotel and Reed Conference Center. (City Manager - T. Lyon)
 4. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2018 (City Manager - T. Lyon).
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. ADJOURNMENT.



CONSENT AGENDA



A notice for staff briefings of the Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Staff Briefing Minutes

June 12, 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 6:53 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for June 12, 2018. The Trustees and staff discussed individual agenda items.

Chairman Dukes adjourned the meeting at 6:57 PM.

ATTEST:

MATT DUKES, Chairman

SARA HANCOCK, Secretary

A notice for the regular Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Minutes

June 12, 2018 – 7:01 PM

This meeting was held in the Midwest City Council Chamber in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:54 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

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

1. Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of May 22, 2018, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Utility Services Fund, expenses/Transfers Out (50) \$113,616. Utilities Capital Outlay Fund, revenue/Transfers In (50) \$113,616. Utilities Capital Outlay Fund, revenue/Transfers In (50) \$21,600.
3. Discussion and consideration of approving and entering into an agreement in the amount of \$6,000 with Production Essentials, LLC to provide a sound system and sound system services associated with entertainment in Regional Park as part of the 2018 Tribute To Liberty 4th of July celebration.
4. Discussion and consideration of renewing contracts, for FY 18-19 for granular activated carbon, sodium chlorite solution, refurbished front load refuse containers, commercial sanitation service of roll offs and compactors and upright wheeled refuse containers.
5. Discussion and consideration of renewing a contract, with modifications, for FY 18-19 liquid chlorine, water treatment coagulation polymer, biosolids drying/thickening polymer and four, six & eight yard new front load refuse containers.
6. Discussion and consideration of awarding the FY 18-19 bid for Sewer Line Chemical Root Control to Duke's Root Control, Inc., only one bid submission meeting the specifications.

DISCUSSION ITEMS.

1. **Public hearing with discussion and consideration of adopting a resolution of the Midwest City Municipal Authority approving its budget for Fiscal Year 2018-2019 in the amount of \$45,720,153.** Allen made a motion to approve Resolution MA2018-02, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

2. **Discussion and consideration of awarding the bid and entering into a contract for landfill disposal services with Waste Management of Oklahoma, Inc.** Crystal Bennett and Vay Hochenedel from Republic Services, Inc., and staff spoke with the Council. After discussion, Allen made a motion to approve the contract, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes closed the meeting at 8:09 PM.

ATTEST:

MATT DUKES, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, Finance Director

DATE: June 26, 2018

Subject: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Capital Improvement Revenue Bond Fund, revenue/Transfers In (00) \$165,000; expenses/Transfers Out (00) \$165,000.

The supplement is needed to budget transfer from and to General Fund due to sales tax collections exceeding projection for fiscal year.

Christy Barron
Finance Director

SUPPLEMENTS

June 26, 2018

Fund CAPITAL IMPROVEMENT REVENUE BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	165,000			
00	Transfers Out			165,000	
		165,000	0	165,000	0

Explanation:
 Increase budget for transfer in from General Fund and transfer out to General Fund due to sales tax collections exceeding projection for fiscal year.



THE CITY OF
MIDWEST CITY

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: May 22, 2018

SUBJECT: Discussion and consideration of approving and entering into a professional services agreement with Cord Hospitality to provide asset management and advisory services relating to the management of the Sheraton Midwest City Hotel and Reed Conference Center.

Attached is an agreement with Cord Hospitality to provide asset management and advisory services relating to the management of the Sheraton Midwest City Hotel and Reed Conference Center. Cord Hospitality will soundly advise Municipal Authority management by extrapolating and evaluating data and needed information related to the hotel and conference center's operation and the competitive set for the Oklahoma City market and the regional market.

The cost of this asset management fee is based on a fixed price of \$175 per hour plus reasonable travel expenses.

Staff recommends approval.

If you have any questions, please give me a call at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager



PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is entered into as of the effective date (the "Effective Date"), by and between Cord Hospitality ("Contractor"), located at P.O. Box 80373, Keller, TX 76244 and Midwest City Municipal Authority ("Client"), Attn: Tim Lyon, Assistant City Manager with an email of: tlyon@midwestcityok.org.

1. **PROJECT.** Client hereby retains Contractor and Contractor hereby accepts engagement from Client to provide services for Hotel and Conference Center Asset Management.
2. **COMPENSATION.** Client shall pay Contractor an hourly fee, plus reimbursable expenses, including, but not limited to, travel, lodging and data retrieval. Contractor shall invoice Client on a monthly basis, along with reimbursable expenses incurred to date. All invoices shall be due upon receipt and paid within thirty (30) days. Any local, state or federal taxes applicable to any of the services provided by Contractor shall be added to the amount due. All services undertaken by Contractor and authorized by Client shall be compensated at the following rates:

\$175.00 per hour for principal

3. **PROFESSIONAL STANDARDS.** Contractor shall be responsible, to the high level of competency presently maintained by other practicing professionals in the same type of work in Client's community, for the professional and technical soundness, accuracy, and adequacy of the work furnished under this Agreement.
4. **TERMINATION.** Either Client or Contractor may terminate this Agreement immediately with written notice to the other party. In such event, Client shall forthwith pay Contractor in full for all work previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
5. **ACCESS TO RECORDS AND WORK PRODUCT.** Contractor agrees that Client shall, until expiration of one (1) year after final payment by Client to Contractor, have access to and the right to examine and photocopy directly pertinent documents, papers and records of Contractor involving transactions relating to this Agreement. Upon forty-eight (48) hours notice, Contractor shall give Client access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Contractor at all times shall retain co-ownership of all final work product resulting from this Agreement and may utilize it for any purposes including, without limitation, marketing. Contractor shall retain sole ownership of source files, digital files, drafts and working documents for all work product. Contractor and Client shall co-own final work products. If Contractor displays contractor's logo or copyright designation on any draft or final work product provided to Client, Client shall continue to utilize and display on the work product that logo or copyright designation if the work product is reproduced, used, disseminated or displayed publicly or disseminated to any third party unless other arrangements have been made by mutual agreement. Contractor reserves the right to enforce its copyright through all legal means including common law, statutory and equitable remedies.
6. **INSURANCE.** Contractor and Client shall agree to any insurance required under Client's Administrative Directive, which shall not be unreasonably withheld.
7. **ASSIGNMENT.** Client understands that it may not assign this Agreement or its rights hereunder, or delegate any or all of its duties under this Agreement without written authorization from Contractor. Except for the use of subcontractors to perform services, Contractor understands that it may not assign this Agreement or its rights hereunder, without written authorization from Client.
8. **SEVERABILITY.** In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, and the enforceability of the remaining provisions contained herein shall not be impaired thereby.

9. BINDING EFFECT. The parties to this Agreement further agree that the promises, covenants, and conditions herein shall be binding upon the parties to this Agreement, their heirs, assigns, successors, administrators, and representatives forever.

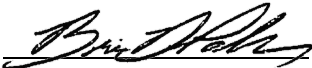
10. INDEMNIFICATION AND HOLD HARMLESS. To the extent allowable by law, Each party agrees to indemnify and hold the other party, its heirs, assigns, successors, administrators, and representatives harmless of and from any and all claims, actions, liabilities, losses, damages, suits or causes of action brought by any third party, person or entity as a result of any incident, event or occurrence giving rise to such claims, to the extent such claims, actions, liabilities, losses, damages, suits or causes of action are caused by any negligent act, error or omission of the indemnifying party or any person or organization for whom indemnifying party is legally liable.

11. LEGAL AND ENGINEERING. Client may perform tasks or secure additional services, as necessary for implementation of the Services as described herein. Contractor is not providing direct legal services nor engineering services in anyway; accordingly, legal or engineering review of the Contractor's work may be necessary.

12. GOVERNING LAW. It is understood and agreed by the parties that this Agreement shall be governed by and enforced in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, this Agreement was executed by the parties as of the Effective Date.

CORD HOSPITALITY

By: 
(Authorized signature)
Brian DePalma
Its: Principal

Client:

By: _____
Name: _____
Title: _____
Date: _____

Attest:

CITY CLERK, Sara Hancock

APPROVED as to form and legality this _____ day of _____, 2018.

CITY ATTORNEY, Philip W. Anderson



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: June 26, 2018

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2018.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2017-2018	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
Budgeted (MTD)	345,872	508,778	430,804	639,312	424,595	308,205	303,680	379,330	547,825	516,519	495,730	
Actual (MTD)	324,600	469,661	409,957	620,373	440,973	298,992	237,909	395,947	529,803	530,409	402,933	
Budgeted (YTD)	372,126	854,650	1,285,454	1,924,766	2,349,361	2,657,566	2,961,246	3,340,576	3,888,401	4,404,920	4,900,650	
Actual (YTD)	324,600	794,261	1,204,218	1,824,592	2,265,564	2,564,556	2,802,465	3,198,412	3,728,215	4,258,624	4,661,557	
Expenses												
Budgeted (MTD)	345,872	474,833	419,305	526,754	414,341	383,878	389,188	392,180	494,172	482,514	455,507	
Actual (MTD)	398,222	466,528	391,915	410,925	430,597	434,233	326,576	366,587	482,215	465,386	418,445	
Budgeted (YTD)	345,126	846,959	1,266,264	1,793,018	2,207,359	2,591,237	2,980,425	3,372,605	3,866,777	4,349,291	4,804,798	
Actual (YTD)	398,222	864,750	1,256,665	1,667,591	2,098,188	2,532,421	2,858,997	3,225,584	3,707,800	4,173,185	4,591,630	
Revenue vs. Expenses												
Budgeted (MTD)	(26,254)	33,945	11,499	112,558	10,254	(75,373)	(85,508)	(12,850)	53,653	34,005	40,223	
Actual (MTD)	(73,622)	3,133	18,042	209,448	10,375	(135,242)	(88,666)	29,360	47,587	65,023	(15,512)	
Budgeted (YTD)	(26,254)	7,691	19,190	131,748	142,002	66,329	(19,179)	(32,029)	21,624	55,629	95,852	
Actual (YTD)	(73,622)	(70,489)	(52,447)	157,001	167,376	32,134	(56,532)	(27,172)	20,415	85,439	69,926	

Key Indicators												
Hotel Room Revenue	221,752	230,732	200,140	288,298	226,644	113,437	115,526	176,088	252,280	272,253	244,794	
Food and Banquet Revenue	92,293	208,368	176,594	273,393	152,717	159,911	119,416	189,070	238,866	220,427	135,229	

Fiscal Year 2016-2017	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
Budgeted (MTD)	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,621
Actual (MTD)	430,970	420,241	481,316	571,284	465,481	270,078	289,607	438,034	529,524	489,852	461,692	463,169
Budgeted (YTD)	456,340	912,680	1,369,020	1,825,360	2,281,700	2,738,040	3,194,380	3,650,720	4,107,060	4,563,400	5,019,740	5,476,361
Actual (YTD)	430,970	851,211	1,332,527	1,903,811	2,369,292	2,639,370	2,928,977	3,367,011	3,896,535	4,386,387	4,848,080	5,311,249
Expenses												
Budgeted (MTD)	452,385	454,833	452,880	458,476	453,217	449,274	448,194	452,407	475,392	458,533	452,933	449,312
Actual (MTD)	422,001	445,980	446,293	514,505	467,175	374,710	372,928	411,386	449,017	447,813	465,261	470,813
Budgeted (YTD)	452,385	907,218	1,360,098	1,818,574	2,271,791	2,721,065	3,169,259	3,621,666	4,097,058	4,555,591	4,992,539	5,441,851
Actual (YTD)	422,001	867,982	1,314,275	1,828,780	2,295,955	2,670,665	3,043,593	3,454,978	3,903,996	4,351,809	4,817,070	5,287,882
Revenue vs. Expenses												
Budgeted (MTD)	3,955	1,507	3,460	(2,136)	3,123	7,066	8,146	3,933	(19,052)	(2,193)	3,407	7,309
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648	80,507	42,038	(3,568)	(7,644)
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054	10,002	7,809	27,201	34,510
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)	(7,460)	34,578	31,010	23,366



NEW BUSINESS/
PUBLIC DISCUSSION





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.



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MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

June 26, 2018 - 7:02 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of June 12, 2018, as submitted. (City Clerk - S. Hancock)
 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 (City Manager – G. Henson)
 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.) (Economic Development - R. Coleman)
 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. (Economic Development - R. Coleman)
 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 29th Street. (Economic Development - R. Coleman)
- C. DISCUSSION ITEM.
1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)
- D. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

E. 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. (City Manager - G. Henson)

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).

Midwest City Memorial Hospital Authority Staff Briefing Minutes

June 12, 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 6:57 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for June 12, 2018. Staff briefed the Trustees on the agenda items. The Trustees had no questions or comments.

Chairman Dukes adjourned the meeting at 6:58 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).

Midwest City Memorial Hospital Authority Minutes

June 12, 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 8:09 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

DISCUSSION ITEMS.

1. **Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of May 22, 2018, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.
2. **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.
3. **Public hearing with discussion and consideration of adopting a resolution of the Midwest City Memorial Hospital Authority approving its budget for Fiscal Year 2018-2019 in the amount of \$1,940,142 for the Discretionary, \$1,779,950 for the Compounded Principal, \$60,588 for the Hospital Expansion-Loan Reserve and \$3,091,029 for the In Lieu of-ROR-Miscellaneous divisions.** Bowen made a motion to approve Resolution HA2018-02, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. 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(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.** At 8:12 PM, Eads made a motion to go into executive session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

At 8:36 PM, Allen made a motion to exit executive session and return to open session, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

Reed made a motion to authorize the City Manager/Administrator to take action as appropriate based upon the discussion in executive session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

Executive Session continued.

- 2. 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. This executive session was not needed.**

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:38 PM.

ATTEST:

MATT DUKES, Chairman

SARA HANCOCK, Secretary



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: J. Guy Henson, General Manager/Administrator

Date: June 26, 2018

Subject: 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 (City Manager – G. Henson)

The following six-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of July 1, 2018 through December 31, 2018.

Action on this item is at the discretion of the Authority.

J. Guy Henson
General Manager/Administrator

CONSULTANT AGREEMENT

This agreement is executed this 26th day of June, 2018, by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.
2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services, exclusively as an independent contractor to, and not as agent or employee of the Authority.
3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.
4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.
5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovac. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.
7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement. It is understood that Capitol Decisions, Inc. may have to register

under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

8. J. Guy Henson, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
9. (a) For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$50,000.00 payable in six monthly installments of \$8,333.33 each, which shall be invoiced by Consultant and due each month for the term of this Agreement.

(b) The Authority agrees to pay up to \$10,000.00, to the consultant for reasonable costs and expenses incurred by consultant in furtherance of its efforts on behalf of the Authority. An invoice detailing expenses incurred shall be submitted at the end of the term of this agreement. Expenses include but are not limited to telephone, computer and telecommunication expenses, document reproduction, travel in the DC Metropolitan area, long distance travel and client meals directly attributable to those efforts.
10. The term of this Agreement shall commence on July 1, 2018 and shall continue in effect until December 31, 2018 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional six month period under the same terms and conditions by agreement of both parties.
11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.
12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

"CONSULTANT"
Capitol Decisions, Inc.
800 Maine Avenue, SW, Suite 800
Washington, DC 20024

(Seal)
ATTEST:

By:

Stewart Van Scoyoc, President

"AUTHORITY"
**Midwest City Memorial Hospital Authority,
a public trust**
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

(Seal)
ATTEST:

By:

Secretary

Matthew D. Dukes II, Chairman

Approved as to form and legality this _____ day of _____, 2018.

Counsel for the Authority

Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.
- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.
- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.
- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.
- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.
- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
- Consultant will maintain a weekly dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.
- Consultant will provide quarterly written reports and personal briefings during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Robert Coleman, Director of Economic Development

Date: June 26, 2018

Subject: 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.)

On or about February 20, 2018, a crew from Silver Star Construction Co. arrived to clean up a former equipment staging area located on what will become the SE corner of the future site of the Warren Theatre at SE 15th Street and Buena Vista AV. The crew foreman noticed a pile of dirt sitting on the site and thought it would be suitable for backfill elsewhere. He ordered that it be loaded and transported to another location on the south side of Norman, OK where it was then used for backfill along a street curb.

The foreman was unaware that SCS Engineering was actively engaged in environmental work related to the underground petroleum storage tank removal at the former Amos Lock & Key, 5923 SE 15th ST. Part of SCS' responsibilities included the testing and oversight of a pile of contaminated soil that had been stored onsite under a tarp- the same material Silver Star dumped in Norman.

SCS immediately realized the mistake and alerted all parties were involved including the Oklahoma Corporation Commission ("OCC"). SCS worked with the OCC and Silver Star to formulate a work plan that included soil at the Norman location. The OCC approved the plan, which ultimately led to Silver Star's successful disposal of the contaminated material at a licensed landfill.

City staff and representative of MWC Warren Theatre were deeply concerned about the possibility of future liability for the mistake. Chris Challis, with the assistance of SCS Engineers, authored the attached agreement that indemnifies both the MWC Warren Theatre and the Authority from future legal recourse.

Staff recommends approval.

Robert Coleman, Director of Economic Development

J. Guy Henson, General Manager/Administrator

Trustees: Matthew D. Dukes II, Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore

Attachments: Proposed Agreement
SCS Engineers Soil Disposal Report



STATE OF OKLAHOMA

INDEMNITY AGREEMENT

COUNTY OF OKLAHOMA

THIS INDEMNITY AGREEMENT (this “Agreement”) is entered into the ___ day of June, 2018 (the “Effective Date”) by and between Silver Star, Inc., an Oklahoma corporation (“Indemnitor”), the Midwest City Memorial Hospital Authority, a public trust (the “Authority”), and MWC Warren Theatres, LLC, a Kansas limited liability company (“Warren”). The Authority and Warren shall be collectively referred to herein as “Indemnitees”.

STATEMENT OF PURPOSE

Warren is the owner of that certain property located at the northwest quadrant of SE 15th Street and Buena Vista Avenue in Midwest City, Oklahoma, more particularly described on Exhibit A, attached hereto and incorporated by this reference (the “Property”). The Authority is the prior owner of the Property and conveyed fee simple title to the Property to Warren pursuant to that certain Sooner Rose Phase II – Theatre Development Financing Assistance Agreement, dated April 24, 2017. The Property has been impacted by a historical petroleum release from underground storage tank (the “USTs”) located on the Property prior to Warren’s and the Authority’s ownership of the Property (the “Historical UST Release”).

The Historical UST Release has been reported to the Oklahoma Corporation Commission (“OCC”), and the Authority is assessing and remediating the Historical UST Release pursuant to OCC requirements. Associated with this assessment and remediation effort, the Authority retained Indemnitor to excavate impacted soils, which soils were stockpiled on the Property. On or about February 15, 2018, Indemnitor removed the stockpiled soils (the “Impacted Soils”) from the Property without the Authority’s consent and disposed on them at that certain property located near the intersection of Enid Street and Classen Boulevard in Norman, OK (the “Unauthorized Disposal”), all as more particularly described in the Waste Disposal Report, Attachment 8, prepared by SCS Engineers, dated May 29, 2018, a copy of which is attached hereto and incorporated by reference as Exhibit B (the “Waste Disposal Report”). SCS Engineers prepared the Waste Disposal Report on behalf of Indemnitor and submitted the Waste Disposal Report to OCC on May 29, 2018.

As more particularly described in the Waste Disposal Report, Indemnitor removed the Impacted Soils from the offsite disposal site pursuant to two excavations on March 9, 2018 and April 5, 2018, which Impacted Soils were disposed at a licensed disposal facility, which activities were approved by OCC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Statement of Purpose.** The forgoing Statement of Purpose is true and correct and is hereby incorporated by this reference.
2. **Indemnification.** Indemnitor shall indemnify, protect, defend (with counsel reasonably approved by Indemnitees) and hold Indemnitees, their respective directors, officers, shareholders, members, managers, employees, agents, and successors-in-interest to the Property, harmless from any claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, cost of injunctive relief ordered by a court or governmental agency

having jurisdiction, fines, costs, including any charges imposed by any governmental agencies, claims for further investigation, remediation or other response activities, liabilities (including sums paid in settlements of claims), interest or losses including, but not limited to, reasonable attorneys' fees and expenses (including any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), and reasonable consultant and expert fees that arise directly or indirectly from or in connection with Indemnitor's Unauthorized Disposal, and the presence, suspected presence, release or suspected release of any environmental contamination at, on, about, under or within any property impacted, or alleged to have been impacted, by the Unauthorized Disposal.

3. **Communications.** Indemnitor shall promptly provide copies of all documents, reports, filings, and other communications with any governmental agency or third party associated with the Unauthorized Disposal, and presence, suspected presence, release or suspected release of any environmental contamination at, on, about, under or within any property impacted, or alleged to have been impacted, by the Unauthorized Disposal. Indemnitor shall keep Indemnitees reasonably informed of any communications with any government agency or third party, and Indemnitees' representatives shall be entitled to attend all meetings with any governmental agency or third party relating thereto.
4. **Notice.** All notices and other written communications associated with or required by this Agreement shall be sent by: (i) overnight courier delivery (such as Federal Express) which provides a receipt of delivery; (ii) by registered or certified US Mail, return receipt requested; or (iii) via hand delivery. Notice shall be deemed effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties hereto are as follows:

If to the Authority:

Midwest City Memorial Hospital Authority
c/o Robert Coleman, Director of Economic
Development
100 N. Midwest City Blvd.
Midwest City, Oklahoma 73110

With copy to:

Midwest City Memorial Hospital Authority
c/o General Counsel
100 N. Midwest City Blvd.
Midwest City, Oklahoma 73110

If to Warren:

MWC Warren Theatre, Inc.
c/o William J. Warren
PO Box 782560
Wichita, Kansas 67278

With copy to:

Ron H. Harnden
Triplett Woolf Garretson, LLC 2959 N. Rock
Road, Suite 300 Wichita, Kansas 67226

If to Indemnitor:

Silver Star, Inc.
2401 S. Broadway
Moore, OK 73160

5. **Miscellaneous.** This Agreement may be modified, amended, or terminated only by written instrument signed by the parties hereto. Each of the parties respectively represent and warrant that they have the full right, power and authority to execute, deliver and perform all of their obligations under this Agreement and all other documents required or permitted to be executed, delivered and performed hereunder and have taken all necessary action to enter into, and have duly executed and delivered each such document. The invalidity of any one of the provisions of this Agreement or any portion

hereof shall not affect the remaining portions thereof or any part hereof and this Agreement shall be construed as if such provision had not been inserted herein. This Agreement shall be governed by the laws of the State of Oklahoma. Any action brought relating to this Agreement shall be brought in a court of competent jurisdiction in Oklahoma County, Oklahoma. The covenants contained herein shall be enforceable by suit for specific performance and injunctive relief in addition to any other remedy provided at law or equity. The waiver of any breach of this Agreement shall not be construed as a waiver of any subsequent breach. This Agreement may be executed in any number of counterparts, which shall collectively constitute one instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means (including a .pdf copy sent by email) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. The captions used throughout this Agreement are for reference purposes only and do not otherwise have any force or effect. Time is of the essence in the performance of the parties' respective obligations under this Agreement. This Agreement contains the entire understanding of the parties hereto upon the subject matter hereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Approved and agreed to by the Authority on the Effective Date.

ATTEST:

**MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY**, a public trust

Secretary

Chairman

Approved as to form and legality this ____
day of _____, 2018

General Counsel

Approved and agreed to by Warren on the Effective Date.

MWC WARREN THEATRE, INC., a Kansas
corporation

By: _____

William J. Warren, President

Approved and agreed to by Silver Star, Inc. on the Effective Date.

SILVER STAR, INC., an Oklahoma corporation

By: _____

Name: _____

Title: _____

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

Approved and agreed to by the Authority on the Effective Date.

ATTEST:

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

Secretary

Chairman

Approved as to form and legality this ____
day of _____, 2018

General Counsel

Approved and agreed to by Warren on the Effective Date.

MWC WARREN THEATRE, INC., a Kansas
corporation

By: _____

William J. Warren, President

Approved and agreed to by Silver Star, Inc. on the Effective Date.

SILVER STAR, INC., an Oklahoma corporation

By:  _____

Name: Steve Show

Title: President

Exhibit A
Property 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 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.

Said tract of land containing 724,111 square feet or 16.6233 acres more or less.

The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

GWS 1-18-17

Now known as:

All of SOONER ROSE WARREN ADDITION to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Exhibit B
Waste Disposal Report

Attachment 8

Norman Soil Disposal Documentation

NORMAN SOIL DISPOSAL DOCUMENTATION

Upon arrival to the former Amos Safe & Lock Service site (OCC Case 064-4150) for drilling activities on February 15, 2018, SCS observed that the previously stockpiled petroleum-impacted soil from the utility excavations (approximately 108 to 144 tons) was no longer present on site. It was subsequently determined that Silver Star Construction (Silver Star) had inadvertently, and without knowledge or authorization from Midwest City Memorial Hospital Authority or SCS Engineers, transported the impacted soil for use as fill material on a property located west of the intersection of Enid Street and Claussen Blvd in Norman, Oklahoma (location shown on map in **Attachment 8-1**). During a conference call on February 23, 2018 between Silver Star, the Oklahoma Corporation Commission (OCC) Petroleum Storage Tank Division (PSTD), representatives for the Midwest City Memorial Hospital Authority, and SCS Engineers, it was determined that the material could not remain at the Norman property and required disposal as special waste at a permitted Subtitle D landfill. The following paragraphs and attachments document the disposal activities and confirmation soil sampling performed at the Norman property.

Estimated Waste Quantity

Silver Star reported six loads of material were inadvertently transported from the Former Amos Safe & Lock site to the intersection of Enid Street and Classen Blvd on February 14, 2018. Each load was placed in a truck with a maximum capacity of 15 cubic yards. Using an average load of 12 cubic yards and a typical conversion of 1.5 to 2 tons per yard (Silver Star's estimate), the volume of material hauled from Midwest City to Norman was approximately 108 to 144 tons (6x12x1.5 and 6x12x2). Previous Silver Star estimates of the volume of impacted soil to be removed were approximately 400 tons, based on rough measurements of the stockpile(s) while on the former Amos Safe & Lock Service site. Silver Star stated the previous measurements were inaccurate (rough) and over-estimated.

Waste Disposal and Sampling Activities

Silver Star removed petroleum impacted material from the Norman property on March 9 and April 5, 2018. A total of 303.5 tons of impacted material was disposed at the Southeast Landfill in Oklahoma City under waste approval code 4061183527, as special waste using industry-required manifesting procedures. The following paragraphs provide additional details of the waste disposal activities.

Following receipt of the waste approval code from the Southeast Landfill, Silver Star removed and disposed of 152.5 tons of material on March 9, 2018. SCS collected ten composite soil samples of the remaining soil at the Norman property on March 12, 2018; this work was completed under a contract agreement between SCS and Silver Star. Sample locations are shown on the attached site map (**Attachment 8-1**).

The samples were submitted to Environmental Testing, Inc. (ETI) in Oklahoma City for benzene, toluene, ethylbenzene, total xylenes (BTEX), methyl-tertiary butyl ether (MtBE), gasoline range total petroleum hydrocarbons (TPH-GRO), and diesel range total petroleum hydrocarbons (TPH-DRO) analysis. The analytical report is provided in **Attachment 8-2**. TPH-DRO is the

only parameter detected above laboratory reporting limits; TPH-DRO was detected in eight of the ten samples, ranging from 46.7 to 393 milligrams per kilogram (mg/kg), as summarized on **Table 8-1** below.

Table 8-1 Norman Soil Sample Analytical Results		
Sample ID	Date Collected	TPH-DRO (mg/kg)
NSP-1	03/12/18	<40.0
NSP-2	03/12/18	53.8
NSP-3	03/12/18	73.4
NSP-4	03/12/18	244
NSP-5	03/12/18	<40.0
NSP-6	03/12/18	46.7
NSP-7	03/12/18	393
NSP-8	03/12/18	53.5
NSP-9	03/12/18	52.0
NSP-10	03/12/18	90.1
NSP-7-1	04/05/18	43.3
NSP-7-2	04/05/18	57.2
OCC Action Level		50/500

Note: The default TPH-DRO OCC action level is 50 mg/kg; however, if BTEX concentrations are below action levels, the OCC PSTD, at their discretion, can consider an increased action level of 500 mg/kg for TPH-DRO.

As noted under Table 8-1 above, the OCC PSTD Action Level for TPH is 50 mg/kg; however, OCC rules allow for a TPH concentration of 500 mg/kg in the absence of benzene, toluene, ethylbenzene, and total xylenes (BTEX) concentrations above action levels. Based on the analytical results of the soil samples collected on March 12, 2018, Silver Star elected to remove additional soil from the Norman property near the curb along Claussen Blvd, where the majority of the impacted material had been placed.

Following additional excavation activities on April 5, SCS collected two composite soil samples of the remaining soil at the Norman site. The samples were submitted to ETI laboratory in Oklahoma City for TPH-DRO analysis. The analytical report is provided in **Attachment 8-2** and summarized below. As shown, TPH-DRO was detected at 43.3 and 57.2 mg/kg.

Work Acceptance

On April 20, 2018, under contract with Silver Star, SCS provided the documentation described herein to the OCC via email for their comment. On April 24, 2018, OCC emailed their

concurrence that sufficient/proper waste disposal was performed. A copy of the email correspondence is provided in **Attachment 8-3**.

General Comments

This summarizes the waste handling activities for the material inadvertently transported by Silver Star from the former Amos Safe & Lock Service site to the intersection of Enid Street and Classen Blvd in Norman, Oklahoma. Conclusions drawn from the information presented in this summary should recognize the limitations of the various data sources. Please note that SCS does not warrant the work of regulatory agencies or other third parties supplying information used in assimilation of this summary. This summary is prepared in accordance with generally accepted environmental engineering practices, within the constraints of the client’s directives. It is intended for the exclusive use of the client for specific application to the specified project. No guarantees, express or implied, are intended or made.

* * * * *

Attachment 8-1

Norman Soil Disposal Documentation
Site Map with Sample Locations

C:\Users\4076dwd\appdata\local\temp\AcPublish_1888\Silver Star Stockpile.dwg Apr 09, 2018 - 10:07am Layout Name: Fig x By: 4076dwd



LEGEND:

- COMPOSITE SAMPLE LOCATION
- STOCKPILED SOIL AREA

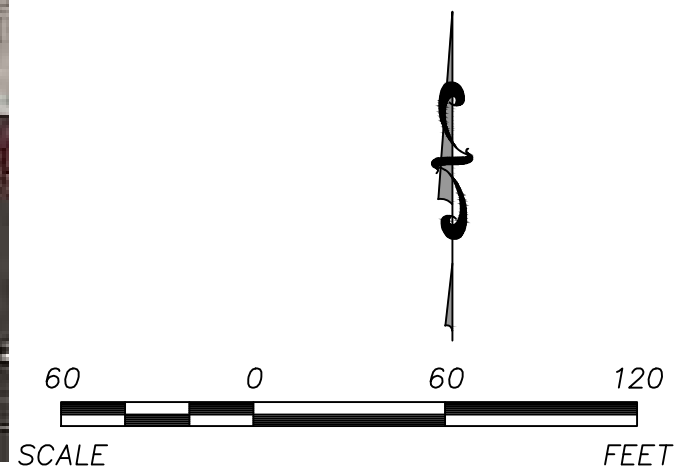
46.7 - TPH-DRO concentration

Results reported in milligrams per kilogram (mg/kg)

ND - not detected above laboratory reporting limits

Composite samples NSP-1 through NSP-10 collected on March 12, 2018

Composite samples NSP-7-1 and NSP-7-2 collected on April 5, 2018



	REV	DATE	CHK	BY
	1	3/14/18	SLM	AD
SHEET TITLE		PROJECT TITLE		
5923 SE 15th Street Impacted Stockpile				
CLIENT				
Silver Star South Claussen and Enid Street NORMAN, OKLAHOMA				
CADD FILE:				
SILVER STAR STOCKPILE.DWG				
DATE:				
3/14/18				
DRAWING NO.				
1 of 1				

Attachment 8-2

Norman Soil Disposal Documentation
Laboratory Analytical Reports

Laboratory Analytical Report



4619 N. Santa Fe
Oklahoma City, OK 73118
405.488.2400 Phone
405.488.2404 Fax
www.etilab.com

19 March 2018

Mr. Dale Daniel

SCS Engineers

1817 Commons Circle Suite 1
Yukon, OK 73099

WO: E8C0265

RE: S. Classen and Enid, Norman, OK

Enclosed are the results of analyses for samples received by the laboratory on 3/13/2018. If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Russell Britten

President

Original (P)



SCS Engineers
 1817 Commons Circle Suite 1
 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

NSP-1

E8C0265-01 (Solid) - Sampled: 03/12/18 16:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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Environmental Testing, Inc.

Volatile Organic Compounds by EPA Method 8021

T-01

MTBE	<0.00474	0.00474	mg/Kg	0.948	EGC0406	DES	03/16/18 14:02	EPA 8021B/5035M	
Benzene	<0.00474	0.00474	mg/Kg	0.948	EGC0406	DES	03/16/18 14:02	EPA 8021B/5035M	
Toluene	<0.00474	0.00474	mg/Kg	0.948	EGC0406	DES	03/16/18 14:02	EPA 8021B/5035M	
Ethylbenzene	<0.00474	0.00474	mg/Kg	0.948	EGC0406	DES	03/16/18 14:02	EPA 8021B/5035M	
Xylenes (total)	<0.0142	0.0142	mg/Kg	0.948	EGC0406	DES	03/16/18 14:02	EPA 8021B/5035M	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		59 %		30.8-167	EGC0406	DES	03/16/18 14:02	EPA 8021B/5035M	
Surrogate: 4-Bromofluorobenzene		52 %		20.1-185	EGC0406	DES	03/16/18 14:02	EPA 8021B/5035M	

Gasoline Range Hydrocarbons by OK 8020/8015M

T-01

Gasoline Range Organics (C6-C10)	<0.190	0.190	mg/Kg	0.948	EGC0406	DES	03/16/18 14:02	OK DEQ GRO 5035	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		62 %		43.2-168	EGC0406	DES	03/16/18 14:02	OK DEQ GRO 5035	
Surrogate: 4-Bromofluorobenzene		59 %		37.3-172	EGC0406	DES	03/16/18 14:02	OK DEQ GRO 5035	

Diesel Range Hydrocarbons by OK 8000/8100M

T-01

Diesel Range Organics (C10-C28)	<40.0	40.0	mg/Kg	1	EGC0384	DES	03/15/18 17:07	OK DEQ DRO	
Surrogate: Nonacosane		74 %		70-130	EGC0384	DES	03/15/18 17:07	OK DEQ DRO	
Soxhlet Extraction	Completed		N/A		EGC0384	FJM	03/14/18 17:00	OK DEQ DRO	

Environmental Testing, Inc.

Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document and meet all laboratory accreditation requirements unless noted otherwise. This analytical report must be reproduced in its entirety.



SCS Engineers
 1817 Commons Circle Suite 1
 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

NSP-2

E8C0265-02 (Solid) - Sampled: 03/12/18 16:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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Environmental Testing, Inc.

Volatile Organic Compounds by EPA Method 8021

T-01

MTBE	<0.00524	0.00524	mg/Kg	1.05	EGC0406	DES	03/15/18 18:43	EPA 8021B/5035M	
Benzene	<0.00524	0.00524	mg/Kg	1.05	EGC0406	DES	03/15/18 18:43	EPA 8021B/5035M	
Toluene	<0.00524	0.00524	mg/Kg	1.05	EGC0406	DES	03/15/18 18:43	EPA 8021B/5035M	
Ethylbenzene	<0.00524	0.00524	mg/Kg	1.05	EGC0406	DES	03/15/18 18:43	EPA 8021B/5035M	
Xylenes (total)	<0.0157	0.0157	mg/Kg	1.05	EGC0406	DES	03/15/18 18:43	EPA 8021B/5035M	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		57 %		30.8-167	EGC0406	DES	03/15/18 18:43	EPA 8021B/5035M	
Surrogate: <i>4</i> -Bromofluorobenzene		49 %		20.1-185	EGC0406	DES	03/15/18 18:43	EPA 8021B/5035M	

Gasoline Range Hydrocarbons by OK 8020/8015M

T-01

Gasoline Range Organics (C6-C10)	<0.210	0.210	mg/Kg	1.05	EGC0406	DES	03/15/18 18:43	OK DEQ GRO 5035	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		60 %		43.2-168	EGC0406	DES	03/15/18 18:43	OK DEQ GRO 5035	
Surrogate: <i>4</i> -Bromofluorobenzene		43 %		37.3-172	EGC0406	DES	03/15/18 18:43	OK DEQ GRO 5035	

Diesel Range Hydrocarbons by OK 8000/8100M

T-01

Diesel Range Organics (C10-C28)	53.8	40.0	mg/Kg	1	EGC0384	DES	03/15/18 17:26	OK DEQ DRO	
Surrogate: <i>Nonacosane</i>		98 %		70-130	EGC0384	DES	03/15/18 17:26	OK DEQ DRO	
Soxhlet Extraction	Completed		N/A		EGC0384	FJM	03/14/18 17:00	OK DEQ DRO	

Environmental Testing, Inc.

Russell Britten, President

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 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

NSP-3

E8C0265-03 (Solid) - Sampled: 03/12/18 16:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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Environmental Testing, Inc.

Volatile Organic Compounds by EPA Method 8021

T-01

MTBE	<0.00613	0.00613	mg/Kg	1.23	EGC0406	DES	03/15/18 19:09	EPA 8021B/5035M	
Benzene	<0.00613	0.00613	mg/Kg	1.23	EGC0406	DES	03/15/18 19:09	EPA 8021B/5035M	
Toluene	<0.00613	0.00613	mg/Kg	1.23	EGC0406	DES	03/15/18 19:09	EPA 8021B/5035M	
Ethylbenzene	<0.00613	0.00613	mg/Kg	1.23	EGC0406	DES	03/15/18 19:09	EPA 8021B/5035M	
Xylenes (total)	<0.0184	0.0184	mg/Kg	1.23	EGC0406	DES	03/15/18 19:09	EPA 8021B/5035M	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		62 %		30.8-167	EGC0406	DES	03/15/18 19:09	EPA 8021B/5035M	
Surrogate: <i>4</i> -Bromofluorobenzene		52 %		20.1-185	EGC0406	DES	03/15/18 19:09	EPA 8021B/5035M	

Gasoline Range Hydrocarbons by OK 8020/8015M

T-01

Gasoline Range Organics (C6-C10)	<0.245	0.245	mg/Kg	1.23	EGC0406	DES	03/15/18 19:09	OK DEQ GRO 5035	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		71 %		43.2-168	EGC0406	DES	03/15/18 19:09	OK DEQ GRO 5035	
Surrogate: <i>4</i> -Bromofluorobenzene		52 %		37.3-172	EGC0406	DES	03/15/18 19:09	OK DEQ GRO 5035	

Diesel Range Hydrocarbons by OK 8000/8100M

T-01

Diesel Range Organics (C10-C28)	73.4	40.0	mg/Kg	1	EGC0384	DES	03/15/18 17:46	OK DEQ DRO	
Surrogate: <i>Nonacosane</i>		89 %		70-130	EGC0384	DES	03/15/18 17:46	OK DEQ DRO	
Soxhlet Extraction	Completed		N/A		EGC0384	FJM	03/14/18 17:00	OK DEQ DRO	

Environmental Testing, Inc.

Russell Britten, President

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SCS Engineers
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 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

NSP-4

E8C0265-04 (Solid) - Sampled: 03/12/18 16:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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Environmental Testing, Inc.

Volatile Organic Compounds by EPA Method 8021

T-01

MTBE	<0.00636	0.00636	mg/Kg	1.27	EGC0406	DES	03/16/18 14:28	EPA 8021B/5035M	
Benzene	<0.00636	0.00636	mg/Kg	1.27	EGC0406	DES	03/16/18 14:28	EPA 8021B/5035M	
Toluene	<0.00636	0.00636	mg/Kg	1.27	EGC0406	DES	03/16/18 14:28	EPA 8021B/5035M	
Ethylbenzene	<0.00636	0.00636	mg/Kg	1.27	EGC0406	DES	03/16/18 14:28	EPA 8021B/5035M	
Xylenes (total)	<0.0191	0.0191	mg/Kg	1.27	EGC0406	DES	03/16/18 14:28	EPA 8021B/5035M	
Surrogate: <i>a,a,a-Trifluorotoluene</i>		32 %		30.8-167	EGC0406	DES	03/16/18 14:28	EPA 8021B/5035M	
Surrogate: <i>4-Bromofluorobenzene</i>		33 %		20.1-185	EGC0406	DES	03/16/18 14:28	EPA 8021B/5035M	

Gasoline Range Hydrocarbons by OK 8020/8015M

T-01

Gasoline Range Organics (C6-C10)	<0.254	0.254	mg/Kg	1.27	EGC0406	DES	03/16/18 14:28	OK DEQ GRO 5035	
Surrogate: <i>a,a,a-Trifluorotoluene</i>		34 %		43.2-168	EGC0406	DES	03/16/18 14:28	OK DEQ GRO 5035	S-01
Surrogate: <i>4-Bromofluorobenzene</i>		29 %		37.3-172	EGC0406	DES	03/16/18 14:28	OK DEQ GRO 5035	S-01

Diesel Range Hydrocarbons by OK 8000/8100M

T-01

Diesel Range Organics (C10-C28)	244	40.0	mg/Kg	1	EGC0384	DES	03/15/18 16:47	OK DEQ DRO	
Surrogate: <i>Nonacosane</i>		88 %		70-130	EGC0384	DES	03/15/18 16:47	OK DEQ DRO	
Soxhlet Extraction	Completed		N/A		EGC0384	FJM	03/14/18 17:00	OK DEQ DRO	

Environmental Testing, Inc.

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Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

NSP-5

E8C0265-05 (Solid) - Sampled: 03/12/18 16:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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Environmental Testing, Inc.

Volatile Organic Compounds by EPA Method 8021

T-01

MTBE	<0.00479	0.00479	mg/Kg	0.959	EGC0406	DES	03/16/18 15:15	EPA 8021B/5035M	
Benzene	<0.00479	0.00479	mg/Kg	0.959	EGC0406	DES	03/16/18 15:15	EPA 8021B/5035M	
Toluene	<0.00479	0.00479	mg/Kg	0.959	EGC0406	DES	03/16/18 15:15	EPA 8021B/5035M	
Ethylbenzene	<0.00479	0.00479	mg/Kg	0.959	EGC0406	DES	03/16/18 15:15	EPA 8021B/5035M	
Xylenes (total)	<0.0144	0.0144	mg/Kg	0.959	EGC0406	DES	03/16/18 15:15	EPA 8021B/5035M	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		85 %		30.8-167	EGC0406	DES	03/16/18 15:15	EPA 8021B/5035M	
Surrogate: 4-Bromofluorobenzene		74 %		20.1-185	EGC0406	DES	03/16/18 15:15	EPA 8021B/5035M	

Gasoline Range Hydrocarbons by OK 8020/8015M

T-01

Gasoline Range Organics (C6-C10)	<0.192	0.192	mg/Kg	0.959	EGC0406	DES	03/16/18 15:15	OK DEQ GRO 5035	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		89 %		43.2-168	EGC0406	DES	03/16/18 15:15	OK DEQ GRO 5035	
Surrogate: 4-Bromofluorobenzene		66 %		37.3-172	EGC0406	DES	03/16/18 15:15	OK DEQ GRO 5035	

Diesel Range Hydrocarbons by OK 8000/8100M

T-01

Diesel Range Organics (C10-C28)	<40.0	40.0	mg/Kg	1	EGC0384	DES	03/15/18 18:06	OK DEQ DRO	
Surrogate: Nonacosane		92 %		70-130	EGC0384	DES	03/15/18 18:06	OK DEQ DRO	
Soxhlet Extraction	Completed		N/A		EGC0384	FJM	03/14/18 17:00	OK DEQ DRO	

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Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

NSP-6

E8C0265-06 (Solid) - Sampled: 03/12/18 16:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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Environmental Testing, Inc.

Volatile Organic Compounds by EPA Method 8021

T-01

MTBE	<0.00348	0.00348	mg/Kg	0.697	EGC0406	DES	03/16/18 15:41	EPA 8021B/5035M	
Benzene	<0.00348	0.00348	mg/Kg	0.697	EGC0406	DES	03/16/18 15:41	EPA 8021B/5035M	
Toluene	<0.00348	0.00348	mg/Kg	0.697	EGC0406	DES	03/16/18 15:41	EPA 8021B/5035M	
Ethylbenzene	<0.00348	0.00348	mg/Kg	0.697	EGC0406	DES	03/16/18 15:41	EPA 8021B/5035M	
Xylenes (total)	<0.0105	0.0105	mg/Kg	0.697	EGC0406	DES	03/16/18 15:41	EPA 8021B/5035M	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		29 %		30.8-167	EGC0406	DES	03/16/18 15:41	EPA 8021B/5035M	S-01
Surrogate: 4-Bromofluorobenzene		24 %		20.1-185	EGC0406	DES	03/16/18 15:41	EPA 8021B/5035M	

Gasoline Range Hydrocarbons by OK 8020/8015M

T-01

Gasoline Range Organics (C6-C10)	<0.139	0.139	mg/Kg	0.697	EGC0406	DES	03/16/18 15:41	OK DEQ GRO 5035	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		29 %		43.2-168	EGC0406	DES	03/16/18 15:41	OK DEQ GRO 5035	S-01
Surrogate: 4-Bromofluorobenzene		20 %		37.3-172	EGC0406	DES	03/16/18 15:41	OK DEQ GRO 5035	S-01

Diesel Range Hydrocarbons by OK 8000/8100M

T-01

Diesel Range Organics (C10-C28)	46.7	40.0	mg/Kg	1	EGC0384	DES	03/15/18 18:25	OK DEQ DRO	
Surrogate: Nonacosane		85 %		70-130	EGC0384	DES	03/15/18 18:25	OK DEQ DRO	
Soxhlet Extraction	Completed		N/A		EGC0384	FJM	03/14/18 17:00	OK DEQ DRO	

Environmental Testing, Inc.

Russell Britten, President

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 1817 Commons Circle Suite 1
 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

NSP-7

E8C0265-07 (Solid) - Sampled: 03/12/18 16:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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Environmental Testing, Inc.

Volatile Organic Compounds by EPA Method 8021

T-01

MTBE	<0.00306	0.00306	mg/Kg	0.612	EGC0406	DES	03/15/18 21:41	EPA 8021B/5035M	
Benzene	<0.00306	0.00306	mg/Kg	0.612	EGC0406	DES	03/15/18 21:41	EPA 8021B/5035M	
Toluene	<0.00306	0.00306	mg/Kg	0.612	EGC0406	DES	03/15/18 21:41	EPA 8021B/5035M	
Ethylbenzene	<0.00306	0.00306	mg/Kg	0.612	EGC0406	DES	03/15/18 21:41	EPA 8021B/5035M	
Xylenes (total)	<0.00918	0.00918	mg/Kg	0.612	EGC0406	DES	03/15/18 21:41	EPA 8021B/5035M	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		35 %		30.8-167	EGC0406	DES	03/15/18 21:41	EPA 8021B/5035M	
Surrogate: <i>4</i> -Bromofluorobenzene		29 %		20.1-185	EGC0406	DES	03/15/18 21:41	EPA 8021B/5035M	

Gasoline Range Hydrocarbons by OK 8020/8015M

T-01

Gasoline Range Organics (C6-C10)	<0.122	0.122	mg/Kg	0.612	EGC0406	DES	03/15/18 21:41	OK DEQ GRO 5035	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		41 %		43.2-168	EGC0406	DES	03/15/18 21:41	OK DEQ GRO 5035	S-01
Surrogate: <i>4</i> -Bromofluorobenzene		35 %		37.3-172	EGC0406	DES	03/15/18 21:41	OK DEQ GRO 5035	S-01

Diesel Range Hydrocarbons by OK 8000/8100M

T-01

Diesel Range Organics (C10-C28)	393	40.0	mg/Kg	1	EGC0384	DES	03/15/18 18:45	OK DEQ DRO	
Surrogate: <i>Nonacosane</i>		94 %		70-130	EGC0384	DES	03/15/18 18:45	OK DEQ DRO	
Soxhlet Extraction	Completed		N/A		EGC0384	FJM	03/14/18 17:00	OK DEQ DRO	

Environmental Testing, Inc.

Russell Britten, President

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SCS Engineers
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 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

NSP-8

E8C0265-08 (Solid) - Sampled: 03/12/18 16:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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Environmental Testing, Inc.

Volatile Organic Compounds by EPA Method 8021

T-01

MTBE	<0.00361	0.00361	mg/Kg	0.723	EGC0406	DES	03/16/18 16:33	EPA 8021B/5035M	
Benzene	<0.00361	0.00361	mg/Kg	0.723	EGC0406	DES	03/16/18 16:33	EPA 8021B/5035M	
Toluene	<0.00361	0.00361	mg/Kg	0.723	EGC0406	DES	03/16/18 16:33	EPA 8021B/5035M	
Ethylbenzene	<0.00361	0.00361	mg/Kg	0.723	EGC0406	DES	03/16/18 16:33	EPA 8021B/5035M	
Xylenes (total)	<0.0108	0.0108	mg/Kg	0.723	EGC0406	DES	03/16/18 16:33	EPA 8021B/5035M	
Surrogate: a,a,a-Trifluorotoluene		25 %		30.8-167	EGC0406	DES	03/16/18 16:33	EPA 8021B/5035M	S-01
Surrogate: 4-Bromofluorobenzene		22 %		20.1-185	EGC0406	DES	03/16/18 16:33	EPA 8021B/5035M	

Gasoline Range Hydrocarbons by OK 8020/8015M

T-01

Gasoline Range Organics (C6-C10)	<0.145	0.145	mg/Kg	0.723	EGC0406	DES	03/16/18 16:33	OK DEQ GRO 5035	
Surrogate: a,a,a-Trifluorotoluene		29 %		43.2-168	EGC0406	DES	03/16/18 16:33	OK DEQ GRO 5035	S-01
Surrogate: 4-Bromofluorobenzene		20 %		37.3-172	EGC0406	DES	03/16/18 16:33	OK DEQ GRO 5035	S-01

Diesel Range Hydrocarbons by OK 8000/8100M

T-01

Diesel Range Organics (C10-C28)	53.5	40.0	mg/Kg	1	EGC0384	DES	03/15/18 19:05	OK DEQ DRO	
Surrogate: Nonacosane		88 %		70-130	EGC0384	DES	03/15/18 19:05	OK DEQ DRO	
Soxhlet Extraction	Completed		N/A		EGC0384	FJM	03/14/18 17:00	OK DEQ DRO	

Environmental Testing, Inc.

Russell Britten, President

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Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

NSP-9

E8C0265-09 (Solid) - Sampled: 03/12/18 16:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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Environmental Testing, Inc.

Volatile Organic Compounds by EPA Method 8021

T-01

MTBE	<0.00275	0.00275	mg/Kg	0.55	EGC0406	DES	03/16/18 16:59	EPA 8021B/5035M	
Benzene	<0.00275	0.00275	mg/Kg	0.55	EGC0406	DES	03/16/18 16:59	EPA 8021B/5035M	
Toluene	<0.00275	0.00275	mg/Kg	0.55	EGC0406	DES	03/16/18 16:59	EPA 8021B/5035M	
Ethylbenzene	<0.00275	0.00275	mg/Kg	0.55	EGC0406	DES	03/16/18 16:59	EPA 8021B/5035M	
Xylenes (total)	<0.00825	0.00825	mg/Kg	0.55	EGC0406	DES	03/16/18 16:59	EPA 8021B/5035M	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		18 %		30.8-167	EGC0406	DES	03/16/18 16:59	EPA 8021B/5035M	S-01
Surrogate: 4-Bromofluorobenzene		14 %		20.1-185	EGC0406	DES	03/16/18 16:59	EPA 8021B/5035M	S-01

Gasoline Range Hydrocarbons by OK 8020/8015M

T-01

Gasoline Range Organics (C6-C10)	<0.110	0.110	mg/Kg	0.55	EGC0406	DES	03/16/18 16:59	OK DEQ GRO 5035	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		19 %		43.2-168	EGC0406	DES	03/16/18 16:59	OK DEQ GRO 5035	S-01
Surrogate: 4-Bromofluorobenzene		12 %		37.3-172	EGC0406	DES	03/16/18 16:59	OK DEQ GRO 5035	S-01

Diesel Range Hydrocarbons by OK 8000/8100M

T-01

Diesel Range Organics (C10-C28)	52.0	40.0	mg/Kg	1	EGC0384	DES	03/15/18 19:25	OK DEQ DRO	
Surrogate: Nonacosane		88 %		70-130	EGC0384	DES	03/15/18 19:25	OK DEQ DRO	
Soxhlet Extraction	Completed		N/A		EGC0384	FJM	03/14/18 17:00	OK DEQ DRO	

Environmental Testing, Inc.

Russell Britten, President

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 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

NSP-10

E8C0265-10 (Solid) - Sampled: 03/12/18 16:00

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
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Environmental Testing, Inc.

Volatile Organic Compounds by EPA Method 8021

T-01

MTBE	<0.00207	0.00207	mg/Kg	0.413	EGC0406	DES	03/16/18 17:24	EPA 8021B/5035M	
Benzene	<0.00207	0.00207	mg/Kg	0.413	EGC0406	DES	03/16/18 17:24	EPA 8021B/5035M	
Toluene	<0.00207	0.00207	mg/Kg	0.413	EGC0406	DES	03/16/18 17:24	EPA 8021B/5035M	
Ethylbenzene	<0.00207	0.00207	mg/Kg	0.413	EGC0406	DES	03/16/18 17:24	EPA 8021B/5035M	
Xylenes (total)	<0.00620	0.00620	mg/Kg	0.413	EGC0406	DES	03/16/18 17:24	EPA 8021B/5035M	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		25 %		30.8-167	EGC0406	DES	03/16/18 17:24	EPA 8021B/5035M	S-01
Surrogate: 4-Bromofluorobenzene		18 %		20.1-185	EGC0406	DES	03/16/18 17:24	EPA 8021B/5035M	S-01

Gasoline Range Hydrocarbons by OK 8020/8015M

T-01

Gasoline Range Organics (C6-C10)	<0.0826	0.0826	mg/Kg	0.413	EGC0406	DES	03/16/18 17:24	OK DEQ GRO 5035	
Surrogate: <i>a,a,a</i> -Trifluorotoluene		28 %		43.2-168	EGC0406	DES	03/16/18 17:24	OK DEQ GRO 5035	S-01
Surrogate: 4-Bromofluorobenzene		15 %		37.3-172	EGC0406	DES	03/16/18 17:24	OK DEQ GRO 5035	S-01

Diesel Range Hydrocarbons by OK 8000/8100M

T-01

Diesel Range Organics (C10-C28)	90.1	40.0	mg/Kg	1	EGC0384	DES	03/15/18 19:44	OK DEQ DRO	
Surrogate: Nonacosane		139 %		70-130	EGC0384	DES	03/15/18 19:44	OK DEQ DRO	S-02
Soxhlet Extraction	Completed		N/A		EGC0384	FJM	03/14/18 17:00	OK DEQ DRO	

Environmental Testing, Inc.

Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document and meet all laboratory accreditation requirements unless noted otherwise. This analytical report must be reproduced in its entirety.



SCS Engineers
 1817 Commons Circle Suite 1
 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

QUALITY CONTROL

Volatile Organic Compounds by EPA Method 8021 Environmental Testing, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifiers
---------	--------	-----------------	-------	-------------	---------------	------	-------------	-----	-----------	------------

Batch EGC0406 - EPA 5030 Soil GC

Blank (EGC0406-BLK1)

Prepared & Analyzed: 03/15/18

MTBE	<0.00500	0.00500	mg/Kg							
Benzene	<0.00500	0.00500	mg/Kg							
Toluene	<0.00500	0.00500	mg/Kg							
Ethylbenzene	<0.00500	0.00500	mg/Kg							
Xylenes (total)	<0.0150	0.0150	mg/Kg							
Surrogate: a,a,a-Trifluorotoluene	0.0267		mg/Kg	0.0300		89	30.8-167			
Surrogate: 4-Bromofluorobenzene	0.0274		mg/Kg	0.0300		91	20.1-185			

LCS (EGC0406-BS1)

Prepared & Analyzed: 03/15/18

MTBE	0.0742	0.00500	mg/Kg	0.0800		93	76.4-116			
Benzene	0.0834	0.00500	mg/Kg	0.0800		104	83.7-110			
Toluene	0.0848	0.00500	mg/Kg	0.0800		106	82.8-113			
Ethylbenzene	0.0843	0.00500	mg/Kg	0.0800		105	77.4-115			
Xylenes (total)	0.255	0.0150	mg/Kg	0.240		106	80.1-114			
Surrogate: a,a,a-Trifluorotoluene	0.0269		mg/Kg	0.0300		90	30.8-167			
Surrogate: 4-Bromofluorobenzene	0.0301		mg/Kg	0.0300		100	20.1-185			

Matrix Spike (EGC0406-MS1)

Source: E8C0264-01

Prepared & Analyzed: 03/15/18

MTBE	4.34	0.301	mg/Kg	4.82	ND	90	64.2-122			
Benzene	5.11	0.301	mg/Kg	4.82	ND	106	53.4-126			
Toluene	5.17	0.301	mg/Kg	4.82	0.0361	106	42.8-134			
Ethylbenzene	5.13	0.301	mg/Kg	4.82	0.0283	106	42.6-130			
Xylenes (total)	15.5	0.904	mg/Kg	14.5	0.189	106	38.2-135			
Surrogate: a,a,a-Trifluorotoluene	1.33		mg/Kg	1.81		74	30.8-167			
Surrogate: 4-Bromofluorobenzene	1.39		mg/Kg	1.81		77	20.1-185			

Matrix Spike Dup (EGC0406-MSD1)

Source: E8C0264-01

Prepared & Analyzed: 03/15/18

MTBE	4.17	0.301	mg/Kg	4.82	ND	86	64.2-122	4	20	
Benzene	4.85	0.301	mg/Kg	4.82	ND	101	53.4-126	5	20	
Toluene	4.90	0.301	mg/Kg	4.82	0.0361	101	42.8-134	5	20	
Ethylbenzene	4.88	0.301	mg/Kg	4.82	0.0283	101	42.6-130	5	20	
Xylenes (total)	14.8	0.904	mg/Kg	14.5	0.189	101	38.2-135	4	20	
Surrogate: a,a,a-Trifluorotoluene	1.49		mg/Kg	1.81		83	30.8-167			
Surrogate: 4-Bromofluorobenzene	1.56		mg/Kg	1.81		86	20.1-185			

Environmental Testing, Inc.

Russell Britten, President

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SCS Engineers
 1817 Commons Circle Suite 1
 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

QUALITY CONTROL

Gasoline Range Hydrocarbons by OK 8020/8015M Environmental Testing, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifiers
---------	--------	-----------------	-------	-------------	---------------	------	-------------	-----	-----------	------------

Batch EGC0406 - EPA 5030 Soil GC

Blank (EGC0406-BLK1)

Prepared & Analyzed: 03/15/18

Gasoline Range Organics (C6-C10)	<0.200	0.200	mg/Kg							
Surrogate: a,a,a-Trifluorotoluene	0.0263		mg/Kg	0.0300		88	43.2-168			
Surrogate: 4-Bromofluorobenzene	0.0244		mg/Kg	0.0300		81	37.3-172			

LCS (EGC0406-BS1)

Prepared & Analyzed: 03/15/18

Gasoline Range Organics (C6-C10)	0.794	0.200	mg/Kg	0.800		99	80.7-108			
Surrogate: a,a,a-Trifluorotoluene	0.0253		mg/Kg	0.0300		84	43.2-168			
Surrogate: 4-Bromofluorobenzene	0.0261		mg/Kg	0.0300		87	37.3-172			

Matrix Spike (EGC0406-MS1)

Source: E8C0264-01

Prepared & Analyzed: 03/15/18

Gasoline Range Organics (C6-C10)	72.8	12.0	mg/Kg	48.2	23.7	102	17.6-156			
Surrogate: a,a,a-Trifluorotoluene	1.30		mg/Kg	1.81		72	43.2-168			
Surrogate: 4-Bromofluorobenzene	1.33		mg/Kg	1.81		74	37.3-172			

Matrix Spike Dup (EGC0406-MSD1)

Source: E8C0264-01

Prepared & Analyzed: 03/15/18

Gasoline Range Organics (C6-C10)	70.7	12.0	mg/Kg	48.2	23.7	97	17.6-156	3	20	
Surrogate: a,a,a-Trifluorotoluene	1.43		mg/Kg	1.81		79	43.2-168			
Surrogate: 4-Bromofluorobenzene	1.48		mg/Kg	1.81		82	37.3-172			

Environmental Testing, Inc.

Russell Britten, President

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SCS Engineers
 1817 Commons Circle Suite 1
 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 03/19/18 13:28

QUALITY CONTROL

Diesel Range Hydrocarbons by OK 8000/8100M Environmental Testing, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifiers
---------	--------	-----------------	-------	-------------	---------------	------	-------------	-----	-----------	------------

Batch EGC0384 - EPA 3540C

Blank (EGC0384-BLK1)

Prepared: 03/14/18 Analyzed: 03/15/18

Diesel Range Organics (C10-C28)	<40.0	40.0	mg/Kg							
Soxhlet Extraction	Completed		N/A							
Surrogate: Nonacosane	4.67		mg/Kg	5.10		91	70-130			

LCS (EGC0384-BS1)

Prepared: 03/14/18 Analyzed: 03/15/18

Diesel Range Organics (C10-C28)	183	40.0	mg/Kg	200		92	80-120			
Soxhlet Extraction	Completed		N/A							
Surrogate: Nonacosane	4.35		mg/Kg	5.10		85	70-130			

Matrix Spike (EGC0384-MS1)

Source: E8C0265-04

Prepared: 03/14/18 Analyzed: 03/15/18

Diesel Range Organics (C10-C28)	174	40.0	mg/Kg	200	244	NR	70-130			M-01
Soxhlet Extraction	Completed		N/A							
Surrogate: Nonacosane	4.22		mg/Kg	5.10		83	70-130			

Matrix Spike Dup (EGC0384-MSD1)

Source: E8C0265-04

Prepared: 03/14/18 Analyzed: 03/15/18

Diesel Range Organics (C10-C28)	173	40.0	mg/Kg	200	244	NR	70-130	0.5	20	M-01
Soxhlet Extraction	Completed		N/A							
Surrogate: Nonacosane	4.38		mg/Kg	5.10		86	70-130			

Environmental Testing, Inc.

Russell Britten, President

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SCS Engineers 1817 Commons Circle Suite 1 Yukon OK, 73099	Project: S. Classen and Enid, Norman, OK Project Number: [none] Project Manager: Mr. Dale Daniel	Reported: 03/19/18 13:28
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Non-Certified Analyses included in this Report

Analyte

Certifications

Code	Description	Number	Expires
KDHE	Kansas Accredited	E-10401	01/31/2019
NELAP	NELAP Accredited (LDEQ)	10002	06/30/2018
ODEQ	Oklahoma Accredited	2017-128	08/31/2018
TCEQ	Texas Accredited	T104704498-17-7	03/31/2018

Environmental Testing, Inc.



Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document and meet all laboratory accreditation requirements unless noted otherwise. This analytical report must be reproduced in its entirety.



SCS Engineers
1817 Commons Circle Suite 1
Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
Project Number: [none]
Project Manager: Mr. Dale Daniel

Reported:
03/19/18 13:28

Qualifiers and Definitions

COM	Completed
M-01	The matrix spike recovery was lower than expected due to sample matrix interference.
S-01	The surrogate recovery was lower than method or laboratory control limits due to matrix interferences.
S-02	The surrogate recovery was higher than method or laboratory control limits due to matrix interferences.
T-01	The sample was received outside of the regulatory temperature for this analysis.
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference
x	Non-Certified analyte
NA	Not Applicable

Environmental Testing, Inc.

Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document and meet all laboratory accreditation requirements unless noted otherwise. This analytical report must be reproduced in its entirety.

ENVIRONMENTAL TESTING, INC.

4619 NORTH SANTA FE AVE.
 OKLAHOMA CITY, OK 73118
 (405) 488-2400
 FAX: (405) 488-2404



CHAIN OF CUSTODY RECORD

COMPANY: SCS Engineers

ADDRESS: 1817 Commons Circle
Xokm OK 73099

PHONE #: _____
 EMAIL: daniel@scsengineers.com

P.O. #: _____
 CLIENT CONTACT: Dale Daniel /MANAGER:

PROJECT #: _____
 SITE LOCATION: S. Classen and Enid, Norman OK

SAMPLE TYPE

1. WATER
2. SOIL
3. SLUDGE
4. OIL
5. OTHER

CONTAINER TYPE

- P-PLASTIC
- G-GLASS
- V-VOA
- O-OTHER
- T-TEFLON

ANALYSIS

LAB COMMENTS

ETI SAMPLE #	CLIENT SAMPLE IDENTIFICATION	SAMPLE TYPE	CONTAINER		SAMPLING DATE	SAMPLING TIME	PRESERVATIVES	ANALYSIS	LAB COMMENTS
			TYPE	SIZE					
1	NSP-1	2			4	3-12	1600		
2	NSP-2								
3	NSP-3								
4	NSP-4								
5	NSP-5								
6	NSP-6								
7	NSP-7								
8	NSP-8								
9	NSP-9								
10	NSP-10								

RECEIVED ON ICE: Y N @ 49°C
 EQUIPMENT #: 21000 310

REQUESTED TURNAROUND TIME: REGULAR (5 DAYS)

RUSH REQUIRED: (ADDITIONAL FEES MAY APPLY)
 3 DAYS 2 DAYS 1 DAY

SAMPLER:

FIELD PH:

TEMP:

TIME:

COND:

CALIB:

4 7 10

RELINQUISHED BY: _____

DATE: 3-13-10

RECEIVED BY: _____

DATE: 3-13-10

COMMENTS:

RELINQUISHED BY: _____

DATE: 10:50

RECEIVED BY: _____

DATE: 10:50

RELINQUISHED BY: _____

DATE: _____

RECEIVED BY: _____

DATE: _____

LOG IN REVIEW: _____

PAGE: _____ OF _____
 SAMPLE SERIES # 48102105
 SHADED AREAS FOR LABORATORY USE ONLY
 Page 17 of 18

E8C0265

Environmental Testing, Inc.

Client: SCS Engineers	Project Manager: Russell Britten
Project: S. Classen and Enid, Norman, OK	Project Number: [none]

Report To: SCS Engineers Mr. Dale Daniel 1817 Commons Circle Suite 1 Yukon, OK 73099 Phone: (405) 265-3960 Fax:	Invoice To: SCS Engineers Ms. Kathryn Smith 1817 Commons Circle Suite 1 Yukon, OK 73099 Phone: (405) 265-3960 Fax:
--	---

Date Due: 03/20/18 17:00 (5 day TAT)	Date Received: 03/13/18 16:50
Received By: Erin Langer	Date Logged In: 03/14/18 08:11
Logged In By: Andra Hoot	

Samples Received at: 16.9°C				
Custody seals	No	Received on ice	Yes	Sufficient sample Yes
Containers intact	Yes	Sample or temp blank frozen	No	
COC/Labels agree	Yes	Headspace in VOA vials	No	
Preservation confirmed	No	Correct containers	Yes	

Notes:

Preservation Confirmation

Container ID	Container Type	pH	Date/Time	Lot #
--------------	----------------	----	-----------	-------

Preservation Confirmed By _____ Date _____

Reviewed By _____ Date _____

Laboratory Analytical Report



ENVIRONMENTAL
TESTING, INC.

4619 N. Santa Fe
Oklahoma City, OK 73118
405.488.2400 Phone
405.488.2404 Fax
www.etilab.com

06 April 2018

Mr. Dale Daniel

SCS Engineers

1817 Commons Circle Suite 1
Yukon, OK 73099

WO: E8D0117

RE: S. Classen and Enid, Norman, OK

Enclosed are the results of analyses for samples received by the laboratory on 4/5/2018. If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Keith Hopcus For Russell Britten
President

Original (P)



SCS Engineers
 1817 Commons Circle Suite 1
 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 04/06/18 16:34

NSP7-1

E8D0117-01 (Solid) - Sampled: 04/05/18 14:30

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
---------	--------	-----------------	-------	----------	-------	---------	----------	--------	------------

Environmental Testing, Inc.

Diesel Range Hydrocarbons by OK 8000/8100M

Diesel Range Organics (C10-C28)	43.3	40.0	mg/Kg	1	EGD0106	DMB	04/06/18 14:23	OK DEQ DRO
<i>Surrogate: Nonacosane</i>		77 %		70-130	EGD0106	DMB	04/06/18 14:23	OK DEQ DRO
Soxhlet Extraction	Completed		N/A		EGD0106	FJM	04/05/18 15:45	OK DEQ DRO

Environmental Testing, Inc.

Keith Hopcus For Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document and meet all laboratory accreditation requirements unless noted otherwise. This analytical report must be reproduced in its entirety.



4619 N. Santa Fe
 Oklahoma City, OK 73118
 405.488.2400 Phone
 405.488.2404 Fax
 www.etilab.com

SCS Engineers
 1817 Commons Circle Suite 1
 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 04/06/18 16:34

NSP7-2

E8D0117-02 (Solid) - Sampled: 04/05/18 14:30

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyst	Analyzed	Method	Qualifiers
---------	--------	-----------------	-------	----------	-------	---------	----------	--------	------------

Environmental Testing, Inc.

Diesel Range Hydrocarbons by OK 8000/8100M

Diesel Range Organics (C10-C28)	57.2	40.0	mg/Kg	1	EGD0106	DMB	04/06/18 14:42	OK DEQ DRO
Surrogate: Nonacosane		75 %		70-130	EGD0106	DMB	04/06/18 14:42	OK DEQ DRO
Soxhlet Extraction	Completed		N/A		EGD0106	FJM	04/05/18 15:45	OK DEQ DRO

Environmental Testing, Inc.

Keith Hopcus For Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document and meet all laboratory accreditation requirements unless noted otherwise. This analytical report must be reproduced in its entirety.

E8D0117
 Original
 ETL_OKC_RPT_MRL_rev3.0.rpt



SCS Engineers
 1817 Commons Circle Suite 1
 Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
 Project Number: [none]
 Project Manager: Mr. Dale Daniel

Reported:
 04/06/18 16:34

QUALITY CONTROL

Diesel Range Hydrocarbons by OK 8000/8100M Environmental Testing, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifiers
---------	--------	-----------------	-------	-------------	---------------	------	-------------	-----	-----------	------------

Batch EGD0106 - EPA 3540C

Blank (EGD0106-BLK1)

Prepared: 04/05/18 Analyzed: 04/06/18

Diesel Range Organics (C10-C28)	<40.0	40.0	mg/Kg							
Soxhlet Extraction	Completed		N/A							
Surrogate: Nonacosane	3.89		mg/Kg	5.10		76	70-130			

Blank (EGD0106-BLK2)

Prepared & Analyzed: 04/05/18

Soxhlet Extraction	Completed		N/A							
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LCS (EGD0106-BS1)

Prepared: 04/05/18 Analyzed: 04/06/18

Diesel Range Organics (C10-C28)	173	40.0	mg/Kg	200		86	80-120			
Soxhlet Extraction	Completed		N/A							
Surrogate: Nonacosane	4.00		mg/Kg	5.10		78	70-130			

Matrix Spike (EGD0106-MS1)

Source: E8D0007-02

Prepared: 04/05/18 Analyzed: 04/06/18

Diesel Range Organics (C10-C28)	160	40.0	mg/Kg	200	24.4	68	70-130			M-01
Soxhlet Extraction	Completed		N/A							
Surrogate: Nonacosane	3.96		mg/Kg	5.10		78	70-130			

Matrix Spike Dup (EGD0106-MSD1)

Source: E8D0007-02

Prepared: 04/05/18 Analyzed: 04/06/18

Diesel Range Organics (C10-C28)	164	40.0	mg/Kg	200	24.4	70	70-130	2	20	
Soxhlet Extraction	Completed		N/A							
Surrogate: Nonacosane	4.32		mg/Kg	5.10		85	70-130			

Environmental Testing, Inc.

Keith Hopcus For Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document and meet all laboratory accreditation requirements unless noted otherwise. This analytical report must be reproduced in its entirety.



SCS Engineers 1817 Commons Circle Suite 1 Yukon OK, 73099	Project: S. Classen and Enid, Norman, OK Project Number: [none] Project Manager: Mr. Dale Daniel	Reported: 04/06/18 16:34
---	--	-----------------------------

Non-Certified Analyses included in this Report

Analyte

Certifications

Code	Description	Number	Expires
KDHE	Kansas Accredited	E-10401	01/31/2019
NELAP	NELAP Accredited (LDEQ)	10002	06/30/2018
ODEQ	Oklahoma Accredited	2017-128	08/31/2018
TCEQ	Texas Accredited	T104704498-18-8	03/31/2019

Environmental Testing, Inc.

Keith Hopcus For Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document and meet all laboratory accreditation requirements unless noted otherwise. This analytical report must be reproduced in its entirety.



SCS Engineers
1817 Commons Circle Suite 1
Yukon OK, 73099

Project: S. Classen and Enid, Norman, OK
Project Number: [none]
Project Manager: Mr. Dale Daniel

Reported:
04/06/18 16:34

Qualifiers and Definitions

COM	Completed
M-01	The matrix spike recovery was lower than expected due to sample matrix interference.
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference
x	Non-Certified analyte
NA	Not Applicable

Environmental Testing, Inc.

Keith Hopcus For Russell Britten, President

The results in this report apply to the samples analyzed in accordance with the chain of custody document and meet all laboratory accreditation requirements unless noted otherwise. This analytical report must be reproduced in its entirety.

E8D0117

Environmental Testing, Inc.

Client: SCS Engineers	Project Manager: Russell Britten
Project: S. Classen and Enid, Norman, OK	Project Number: [none]

Report To: SCS Engineers Mr. Dale Daniel 1817 Commons Circle Suite 1 Yukon, OK 73099 Phone: (405) 265-3960 Fax:	Invoice To: SCS Engineers Ms. Kathryn Smith 1817 Commons Circle Suite 1 Yukon, OK 73099 Phone: (405) 265-3960 Fax:
--	---

Date Due: 04/06/18 17:00 (1 day TAT)	Date Received: 04/05/18 15:30
Received By: Erin Langer	Date Logged In: 04/05/18 15:27
Logged In By: Andra Hoot	

Samples Received at: 10.2°C				
Custody seals	No	Received on ice	Yes	Sufficient sample Yes
Containers intact	Yes	Sample or temp blank frozen	No	
COC/Labels agree	Yes	Headspace in VOA vials	No	
Preservation confirmed	No	Correct containers	Yes	

Notes:

Preservation Confirmation

Container ID	Container Type	pH	Date/Time	Lot #
--------------	----------------	----	-----------	-------

Preservation Confirmed By _____ Date _____

Reviewed By _____ Date _____

Attachment 8-3

Norman Soil Disposal Documentation
OCC Email Correspondence

From: Margarita Mendivelso
To: [McCart, Susan](#); [Salim Douglah](#)
Cc: [Dzialowski, Amy](#); [Daniel, Dale](#); [Dreiling, Doug](#); [Craig W Parker](#); [Michael D. Cooper](#); [Robert Coleman](#); [Chris Challis](#)
Subject: RE: Stockpiled Soil Disposal - Buena Vista and SE 15th Street
Date: Tuesday, April 24, 2018 3:52:39 PM
Attachments: [E8C0265_1 ETI OKC RPT MRL 03 19 18 1328.pdf](#)
[E8D0117_1 ETI OKC RPT MRL 04 06 18 1634.pdf](#)
[Confirmation Sample Locations.pdf](#)

Good afternoon,

After reviewing the analytical data for the stockpile disposal, the OCC concurs with SCS that sufficient and proper waste disposal has been performed.

Thank you all for working on getting this resolved.

Margarita

From: McCart, Susan [mailto:SMcCart@scsengineers.com]
Sent: Friday, April 20, 2018 1:30 PM
To: Salim Douglah; Margarita Mendivelso
Cc: Dzialowski, Amy; Daniel, Dale; Dreiling, Doug; Craig W Parker; Michael D. Cooper; Robert Coleman; Chris Challis
Subject: RE: Stockpiled Soil Disposal - Buena Vista and SE 15th Street
Importance: High

Good afternoon,

SCS is providing this email and attachments to the OCC for comment regarding the proper disposal of petroleum impacted soils originating from the Former Amos Safe & Lock site in Midwest City, Oklahoma (Case 064-4150).

Per Silver Star, their personnel noted six loads of material were inadvertently transported from the Former Amos Safe & Lock site to the intersection of Enid Street and Classen Blvd on February 14, 2018. Each load was placed in a truck with a maximum capacity of 15 cubic yards. Using an average load of 12 cubic yards and a typical conversion of 1.5 to 2 tons per yard (Silver Star's estimate), the volume of material hauled from Midwest City to Norman was approximately 108 to 144 tons (6x12x1.5 and 6x12x2). Previous Silver Star estimates of the volume of impacted soil to be removed were approximately 400 tons, based on rough measurements of the stockpile(s). Silver Star has stated the previous measurements were inaccurate (rough) and over-estimated.

Per the agreement indicated in the below email, Silver Star removed petroleum impacted material from the intersection of Enid Street and Classen Blvd in Norman on March 9 and April 5. A total of 303.5 tons of impacted material was disposed at the Southeast Landfill in Oklahoma City under a landfill approval as special waste.

Following the initial removal of 152.5 tons of material, SCS collected ten composite soil samples of the remaining soil at the Norman site on March 12. The samples were submitted to Environmental Testing, Inc. (ETI) in Oklahoma City for BTEX, MtBE, TPH-GRO, and TPH-DRO analysis. The analytical report is attached. TPH-DRO is the only parameter detected above laboratory reporting limits; TPH-DRO was detected in 8 of the 10 samples, ranging from 46.7 to 393 mg/kg, as summarized below. Sample locations are shown on the attached site map.

Following additional excavation activities on April 5, SCS collected two composite soil samples of the remaining soil at the Norman site. The samples were submitted to ETI laboratory in Oklahoma City for TPH-DRO analysis. The analytical report is attached and summarized below. As shown, TPH-DRO was detected at 43.3 and 57.2 mg/kg.

<u>Sample ID</u>	<u>TPH-DRO (mg/kg)</u>
NSP-1	ND
NSP-2	53.8
NSP-3	73.4
NSP-4	244
NSP-5	ND
NSP-6	46.7
NSP-7	393
NSP-8	53.5
NSP-9	52.0
NSP-10	90.1
NSP-7-1	43.3
NSP-7-2	57.2

Silver Star requests OCC concurrence that sufficient/proper waste disposal has been performed for the materials inadvertently transported from the Former Amos Safe & Lock site to the intersection of Enid Street and Classen Blvd in Norman.

Thank you,
Susie

Susan L. McCart, P.E., P.G.
Senior Project Manager

SCS ENGINEERS

7311 West 130th Street, Suite 100
Overland Park, Kansas 66213

Office: (913) 681-0030, ext 2323
Direct Dial: (913) 749-0710
Fax: (913) 681-0012
Mobile: (913) 634-0156
smccart@scsengineers.com
www.scsengineers.com

From: Salim Douglah <S.Douglah@occcemail.com>
Sent: Monday, February 26, 2018 11:10 AM
To: McCart, Susan <SMcCart@scsengineers.com>; Margarita Mendivelso <M.Mendivelso@occcemail.com>; Craig W Parker <craig@silverstarconst.com>; Michael D. Cooper <mike@silverstarconst.com>
Cc: CChallis@collettre.com; Robert Coleman <rcoleman@MidwestCityOK.org>; Dzialowski, Amy <ADzialowski@scsengineers.com>; Dreiling, Doug <DDreiling@scsengineers.com>; Daniel, Dale <DDaniel@scsengineers.com>
Subject: RE: Stockpiled Soil Disposal - Buena Vista and SE 15th Street

All,

This email serves to outline the path forward agreed to by all parties during the February 23, 2018 conference call to address the disposition of the diesel impacted soil that was inadvertently transported from the site of its generation at the former Amos Safe & Lock (5923 SE 15th Street, Midwest City) to a street construction site in Norman at the intersection of Enid Street & Classen Blvd.

As a matter of brief background, this soil stockpile was generated during utility line work at the former Amos & Lock site, which is the site of Oklahoma Corporation Commission (OCC) active petroleum release case 064-4150 (facility #5507845). As part of ongoing corrective actions for this release case, two (2) composite samples were collected from this stockpile and analyzed for gasoline and diesel chemical constituents (BTEX, TPH-GRO & TPH-DRO). One of the stockpile samples (SP-1) revealed elevated levels of TPH-DRO (6,700 ppm), which is well above OCC action levels for this chemical of concern. As a result, the OCC directed that the stockpile of soil be transported to a permitted landfill for proper disposal. In the interim, while waiting for the transportation and disposal of this soil stockpile at a permitted landfill, a representative of Silver Star who was unaware that the soils were impacted, inadvertently transported the stockpile to a street construction site of theirs in Norman. Upon becoming aware of this, all parties convened in a conference call and agreed to the following:

- Given the high levels of total petroleum hydrocarbon-diesel range organics (TPH-DRO) impact to the original stockpile, the OCC is still requiring that these soils be disposed of at a permitted landfill;
- Silver Star has agreed to load and transport, at their cost, all of the impacted soils that are now at the Norman street construction site to Southeast Landfill at 7001 S. Bryant Avenue in Oklahoma City for proper disposal;
- The costs for disposal (landfill fees) and preparation/submittal of associated Disposal report

to the OCC by SCS Engineer will be reimbursed by the Indemnity Fund;

- Upon removal of the impacted soils used in the new street construction site in Norman, samples from the remaining surrounding soils will be collected and analyzed for BTEX, TPH-GRO and TPH-DRO to ensure that no residual impacted soils were left on site. The costs for this sampling will be covered by Silver Star; and
- Once the Disposal report has been submitted to the OCC documenting proper disposal of all of the impacted soils, an approval letter will be issued after all documentation (landfill weight tickets, waste disposal manifests, etc..) has been reviewed and approved. Copies of disposal documentation and the OCC Disposal report approval letter will be made available to all interested parties as needed.

I would like to extend my thanks to everyone for convening on the conference call last Friday and working together to resolve this expeditiously. Please don't hesitate to contact me should anyone have any additional questions.

Regards,

Salim Douglah, Technical Manager
Petroleum Storage Tank Division
Oklahoma Corporation Commission
Tel. (405) 522-1444

From: McCart, Susan [<mailto:SMcCart@scsengineers.com>]

Sent: Friday, February 23, 2018 9:50 AM

To: Margarita Mendivelso; Craig W Parker; Michael D. Cooper

Cc: CChallis@collettre.com; Robert Coleman; Dzialowski, Amy; Dreiling, Doug; Salim Douglah

Subject: RE: Stockpiled Soil Disposal - Buena Vista and SE 15th Street

Here are the conference call-in numbers, for 1:00 pm today, Central Time.

877-336-1831

Access Code: 3548610

Thank you,

Susie

Susan L. McCart, P.E., P.G.
Senior Project Manager

SCS ENGINEERS

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Fax: (913) 681-0012
Mobile: (913) 634-0156
smccart@scsengineers.com
www.scsengineers.com

From: Margarita Mendivelso [<mailto:M.Mendivelso@occmemail.com>]
Sent: Friday, February 23, 2018 9:22 AM
To: Craig W Parker <craig@silverstarconst.com>; McCart, Susan <SMcCart@scsengineers.com>; Michael D. Cooper <mike@silverstarconst.com>
Cc: CChallis@collettre.com; Robert Coleman <rcoleman@MidwestCityOK.org>; Dzialowski, Amy <ADzialowski@scsengineers.com>; Dreiling, Doug <DDreiling@scsengineers.com>; Salim Douglah <S.Douglah@occmemail.com>
Subject: RE: Stockpiled Soil Disposal - Buena Vista and SE 15th Street

Good morning all,

We are available for a conference call today at 1 pm.
Thanks,

Margarita

From: Craig W Parker [<mailto:craig@silverstarconst.com>]
Sent: Thursday, February 22, 2018 4:41 PM
To: McCart, Susan; Michael D. Cooper
Cc: CChallis@collettre.com; Robert Coleman; Margarita Mendivelso; Dzialowski, Amy; Dreiling, Doug
Subject: RE: Stockpiled Soil Disposal - Buena Vista and SE 15th Street

I have 2 meetings already committed tomorrow afternoon.
I have from 1:00 to 1:45 open and from 4:30 to 5:00 open

*Craig Parker, Exec. Vice President
Silver Star Construction Co., Inc
2401 S. Broadway
Moore, OK 73160*

*Office 405-793-1725
Fax 405-793-9989*

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From: McCart, Susan [<mailto:SMcCart@scsengineers.com>]
Sent: Thursday, February 22, 2018 4:12 PM
To: Michael D. Cooper <mike@SILVERSTARCONST.COM>; Craig W Parker <craig@SILVERSTARCONST.COM>

Cc: CChallis@collettre.com; Robert Coleman <rcoleman@MidwestCityOK.org>; Margarita Mendivelso <M.Mendivelso@occeemail.com>; Dzialowski, Amy <ADzialowski@scsengineers.com>; Dreiling, Doug <DDreiling@scsengineers.com>
Subject: RE: Stockpiled Soil Disposal - Buena Vista and SE 15th Street

Hello,

I am sending this as an update. I left a message with OCC to ask when is a good time for a conference call. I have now suggested tomorrow afternoon (Friday, February 23). Please let me know your availability if you would like to participate in this call.

Thanks,
Susie

Susan L. McCart, P.E., P.G.
Senior Project Manager

SCS ENGINEERS

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smccart@scsengineers.com
www.scsengineers.com

From: Michael D. Cooper [<mailto:mike@SILVERSTARCONST.COM>]
Sent: Wednesday, February 21, 2018 9:47 AM
To: McCart, Susan <SMcCart@scsengineers.com>; Craig W Parker <craig@SILVERSTARCONST.COM>
Cc: CChallis@collettre.com; Robert Coleman <rcoleman@MidwestCityOK.org>; Margarita Mendivelso <M.Mendivelso@occeemail.com>; Dzialowski, Amy <ADzialowski@scsengineers.com>
Subject: RE: Stockpiled Soil Disposal - Buena Vista and SE 15th Street

Yes I can

Michael D. Cooper
Silver Star

From: McCart, Susan [<mailto:SMcCart@scsengineers.com>]
Sent: Wednesday, February 21, 2018 9:34 AM
To: Michael D. Cooper <mike@SILVERSTARCONST.COM>; Craig W Parker <craig@SILVERSTARCONST.COM>

Cc: CChallis@collettre.com; Robert Coleman <rcoleman@MidwestCityOK.org>; Margarita Mendivelso <M.Mendivelso@occcemail.com>; Dzialowski, Amy <ADzialowski@scsengineers.com>
Subject: RE: Stockpiled Soil Disposal - Buena Vista and SE 15th Street

Thank you Mike,

If OCC is available this afternoon, is there a time that you would be available for a conference call?

Susan L. McCart, P.E., P.G.
Senior Project Manager

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Mobile: (913) 634-0156
smccart@scsengineers.com
www.scsengineers.com

From: Michael D. Cooper [<mailto:mike@SILVERSTARCONST.COM>]
Sent: Wednesday, February 21, 2018 7:37 AM
To: McCart, Susan <SMcCart@scsengineers.com>; Craig W Parker <craig@SILVERSTARCONST.COM>
Cc: CChallis@collettre.com; Robert Coleman <rcoleman@MidwestCityOK.org>; Margarita Mendivelso <M.Mendivelso@occcemail.com>; Dzialowski, Amy <ADzialowski@scsengineers.com>
Subject: RE: Stockpiled Soil Disposal - Buena Vista and SE 15th Street

Susan see our reply below to your questions. (see site location google map above)

Michael D. Cooper
Silver Star

From: McCart, Susan [<mailto:SMcCart@scsengineers.com>]
Sent: Tuesday, February 20, 2018 3:01 PM
To: Craig W Parker <craig@SILVERSTARCONST.COM>; Michael D. Cooper <mike@SILVERSTARCONST.COM>
Cc: CChallis@collettre.com; Robert Coleman <rcoleman@MidwestCityOK.org>; Margarita Mendivelso <M.Mendivelso@occcemail.com>; Dzialowski, Amy <ADzialowski@scsengineers.com>
Subject: Stockpiled Soil Disposal - Buena Vista and SE 15th Street
Importance: High

Craig and Mike,

Based on SCS and OCC field observations on 2/15/18 and subsequent information exchanges with your folks, we spoke with OCC this morning regarding the apparent removal of stockpiled soil at the Buena Vista Site (5923 SE 15th Street, Midwest City). OCC confirmed they have jurisdiction over the fate of the material, and will provide instruction and direction as to the necessary steps moving forward. Before OCC can provide further direction, they need the following information from you:

- Where is the material located? **At the new street construction at the Intersection Enid Street and Classen Blvd on the east side of Classen Blvd., Norman, Ok**
- Has the material been spread? Has the material been buried or covered with additional material? **Some material has been spread behind the curb.**
- Is the material in a stockpile? **Remaining material remains in a stockpile for future use.**
- What is the area (acreage, square feet or cubic feet, etc) covered by the impacted soil, how deep, what are the surroundings, etc. **Area of placement behind curb about a 1' deep.**

OCC is willing to have a conference call with the involved/affected parties, but would prefer to have this information either before or during the call.

SCS, on behalf of the City/Midwest City Hospital Authority, is available to facilitate the information exchange as the material handling documentation must be included in our reporting for our ongoing project work, and we will assist as our contract allows or as OCC directs. As such, we are available to host the initial conference call with OCC to discuss what may be required.

If you can have the detailed information gathered by tomorrow, we are available for a call in the afternoon, between 1:00 and 4:00 pm. Please let us know your availability, and we will send out the conference call numbers. Otherwise, please propose an alternate time.

Thank you,
Susie

Susan L. McCart, P.E., P.G.
Senior Project Manager

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Director of Economic Development

DATE: June 28, 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.

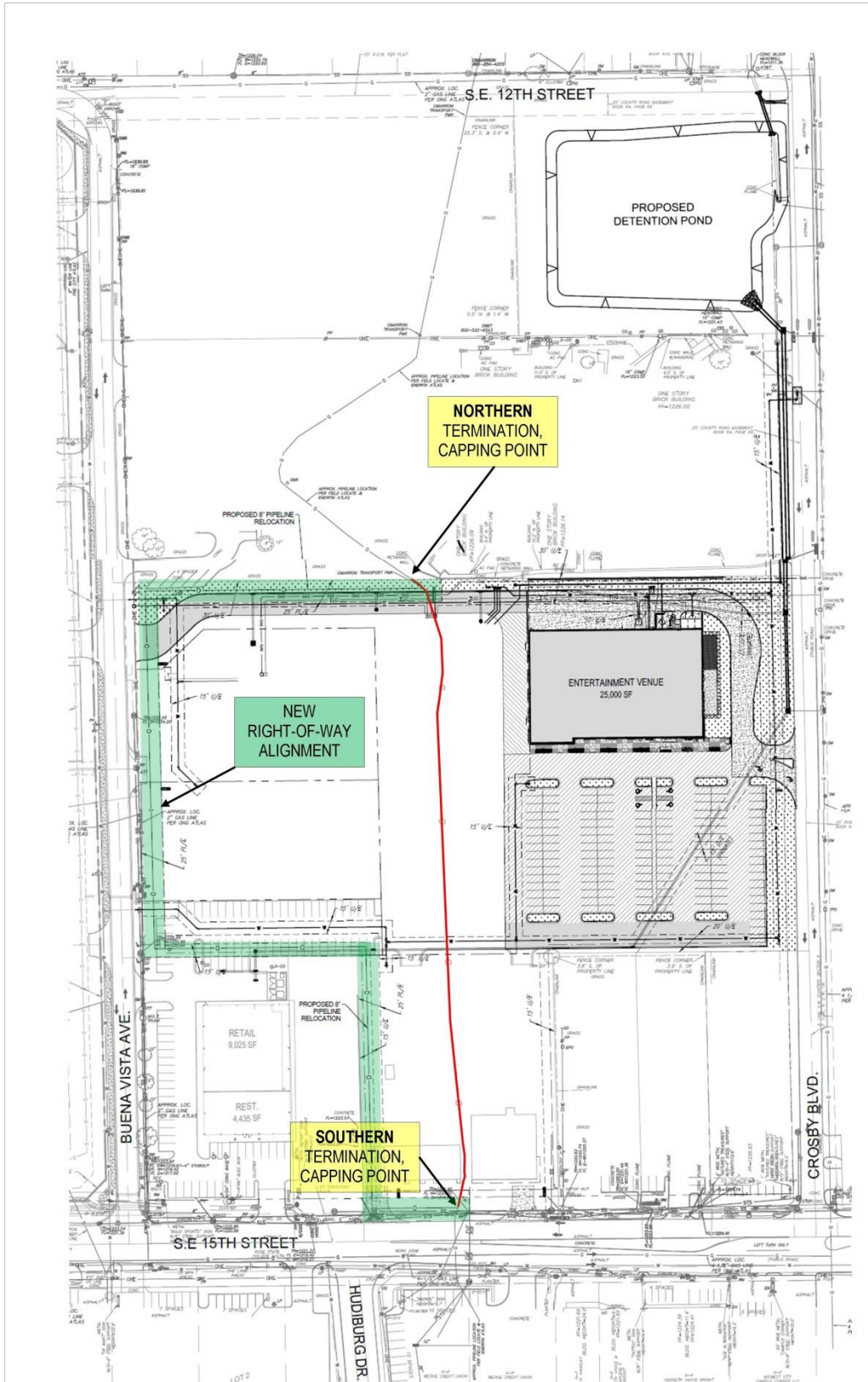
The Authority on May 10, 2018, approved entering into an Development Finance Assistance Agreement, which provided it will pay up to \$100,000 toward resolving this issue (SR Phase III DFAA§ 8).

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 SR2 DEV LLC, an Oklahoma limited liability company ("SR2") 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, SR2 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, all in the official records of Oklahoma County, Oklahoma (“SR2\MWC Property”); and

WHEREAS, SR2 & MWC have requested that Enerfin reroute a portion of the pipeline traversing the SR2\MWC Property, as depicted in Exhibit “B” attached hereto and made a part hereof; and

WHEREAS, concurrent with this Agreement, SR2 and Enerfin will enter into a new Grant of Right of Way Easement granting an easement for the relocated pipeline around the perimeter of the Property, 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, SR2, 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.
2. ALL RELOCATION COSTS BORNE BY SR2 AND MWC. SR2 and MWC agree 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, SR2 and/or MWC shall pay Enerfin in advance the total sum of \$81,308.01 to cover the total costs to perform the work described in Item 1 (the “Fee”).

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 SR2 nor MWC nor any of its successors, assigns, agents, tenants, representatives, employees, and/or contractors shall build any structures, construct man-made surfaces or place bodies of water upon, excavate or locate any utilities within, change the grade of, or 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, SR2 and MWC, and their respective successors, assigns, tenants, contractors, agents, representatives and employees.
7. COUNTERPARTS. This Agreement may be executed by SR2, 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, SR2 DEV LLC has executed this Agreement this _____ day of _____, 2018.

SR2 DEV LLC
an Oklahoma limited liability company
by its Manager,
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., the Manager of SR2 DEV LLC, an Oklahoma limited liability company, on behalf of such Oklahoma limited liability company.

(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: _____

IN WITNESS WHEREOF, Enerfin Gathering LLC has executed this Agreement this _____ day of _____, 2018.

ENERFIN GATHERING LLC

By _____

Name: D.C. Cremer

Title: Manager

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2018, by D.C. Cremer, Manager of Enerfin Gathering LLC, on behalf of such limited liability company.

(Signature of Notary)

(Print Name)

Notary Public

In and for the State of _____

My Commission Expires: _____

EXHIBIT "B" (continued) PROPOSED ROUTE OF PIPELINE RELOCATION

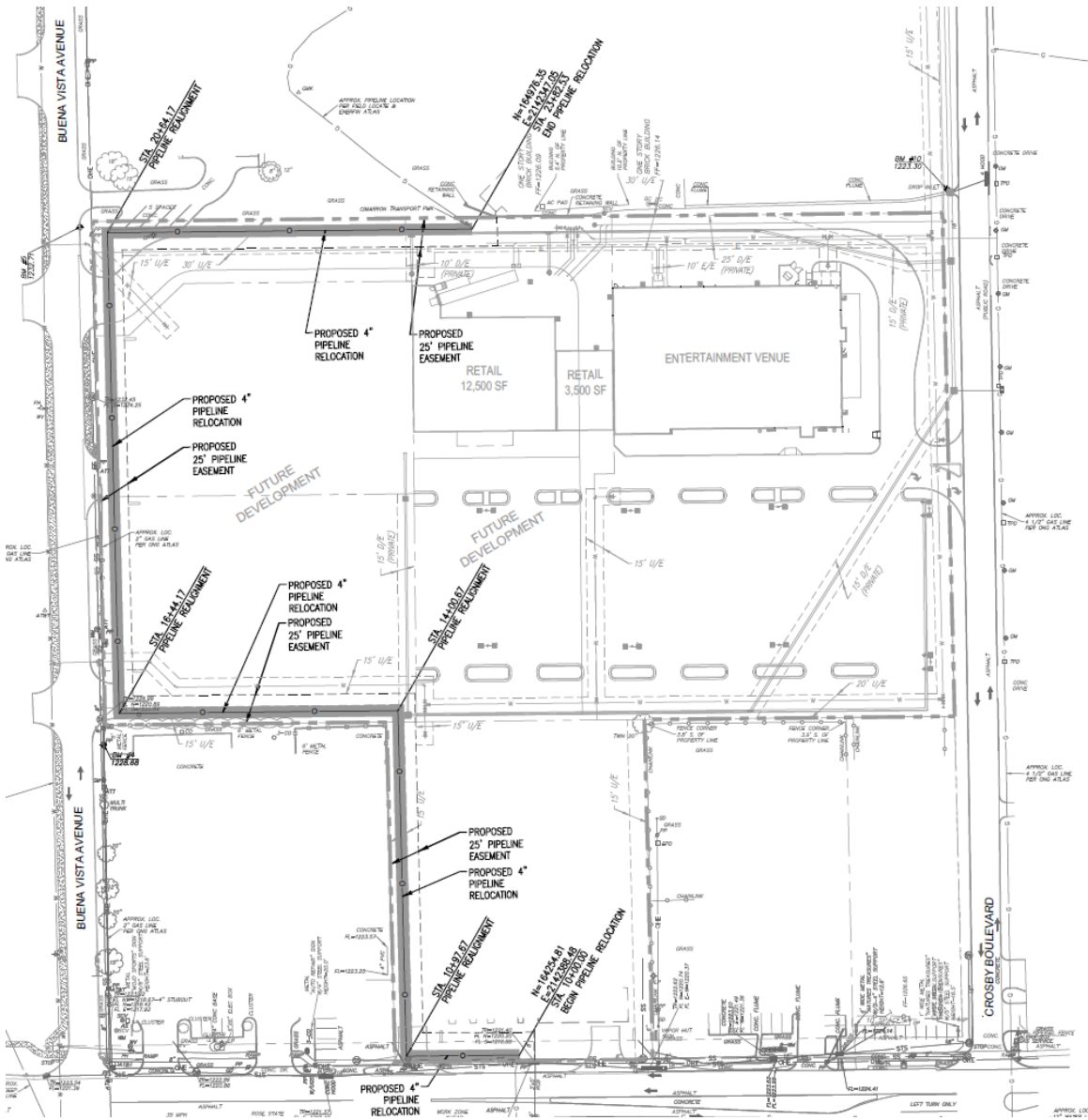


EXHIBIT "B" (continued)
PROPOSED ROUTE OF PIPELINE RELOCATION
(Legal Description of the Replacement Easement)

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

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

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.



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Robert Coleman / Director of Economic Development

Date: June 26, 2018

Subject: Discussion and consideration of possible action regarding the Memorandum of Understanding with the Oklahoma Department of Environmental Quality Brownfields Program for 8826 – 8828 SE 29th Street.

The Midwest City Memorial Hospital Authority (“Authority”) contracted for the execution of a Phase I Environmental Site Assessment (“ESA”) well in advance of the purchase for the former Tubbs (2014) and Newey (2016) properties on SE 29th ST. Both investigations revealed a 1997 Oklahoma Department of Environmental Quality (“ODEQ”) case describing the detection and disposal of radioactive soil found at this location, but there was no mention of any other environmental problems.

A November 12, 2017, report published in *Oklahoma* suggested the property may have also been subjected to chemical contamination due to improper handling/disposal of volatile organic compounds (“VOCs”) by former Eagle Industries employees. The Authority on December 12, 2017, entered into a contract with SCS Engineers, Yukon, OK, for a Phase II ESA at 8826 – 8828 SE 29th Street to determine if there was any basis for this belief. In the meantime, on January 9, 2018, the Authority entered into an ODEQ Memorandum of Agreement to enter into the Brownfields Program. Entering into the Brownfields Program offered the Authority a reprieve from EPA enforcement action while SCS gathered data to help decide our best options.

SCS wrapped up its testing last month and **did not** find the presence of VOCs in concentrations high enough to exceed laboratory minimum detection limits. However, the concentrations of trichloroethene in groundwater were detected above Tap Water screening levels in three of the four test wells. Concentrations of cis-1,2-dichloroethane found in two of the wells also exceeded Tap Water screening levels. Based on these findings, ODEQ felt 8826 – 8828 SE 29th ST would be eligible for a Brownfields Certificate of Completion that would allow redevelopment.

Our options are found in the attachments. Staff recommends Option #2.

Please contact my office at (405) 739-1218 with any question.

Robert Coleman, Director of Economic Development

Attachments: Original Executed Memorandum of Agreement
Three possible options outlined by the ODEQ and SCS
Example of a Brownfield Certificate

Options for the 8826 - 8828 29th St. Parcels

<p style="text-align: center;"><u>Option 1</u> Withdraw from the Brownfield Program</p> <p>The Brownfields Program is entirely voluntary and if the city believes that they have enough information to feel comfortable with the risk they are taking on and that a sign off from a regulatory agency is not necessary to the redevelopment of the property then leaving the program is an option.</p>	<p style="text-align: center;"><u>Option 2</u> Seek a Certificate of No Action for the 2 parcels that have been investigated</p> <p>The 2 parcels that were the former location of Eagle Industries have been investigated and the data that was collected is sufficient to proceed with the Brownfields Program on these two parcels.</p>	<p style="text-align: center;"><u>Option 3</u> Bring in the additional ~13 acres of the developable area and seek a Brownfield Proposal on the full property</p> <p>Add the remaining parcels of the redevelopment area into the Brownfields Program, do additional limited investigation and seek a Certificate on the whole site.</p>
<p>Timeline</p> <p>Send DEQ project manager a letter stating intent to withdraw from the program 7-14 days, no delay to development</p>	<p>Timeline</p> <p>A Brownfield Proposal must be produced and approved by DEQ unknown timeline, time really dependent upon the City and consultant, DEQ will turn around comments as quickly as possible</p> <p>Public Comment Period 20 working days ~30 days</p> <p>After public comment period closes 30-90 days for production of the Certificate of No Action Necessary</p> <p>Certificate filed on the Deed at the County Records Office</p> <p>**development does not necessarily have to be put on hold for any of this to occur, with the cooperation of the new owner and coordination with DEQ</p>	<p>Timeline</p> <p>Additional sampling performed on the remainder of the development area, which will include a development of a work plan with possible revisions based on DEQ comments. -5 business days for first draft of work plan.</p> <p>After DEQ approval, field work performed within 5 business days.</p> <p>Analytical results within 10 business days of delivery to the lab.</p> <p>A Brownfield Proposal must be produced and approved by DEQ. First draft of document within 15 business days of receipt of analytical.</p> <p>DEQ will turn around comments as quickly as possible.</p> <p>Total additional assessment time and final documentation ~60-90 days</p> <p>Public Comment Period 20 working days ~30 days</p> <p>After public comment period closes 30-90 days for production of the Certificate of No Action Necessary</p>

		<p>Timeline (continued)</p> <p>Certificate filed on the Deed at the County Records Office</p> <p>**development does not necessarily have to be put on hold for any of this to occur, with the cooperation of the new owner and coordination with DEQ</p>
<p>Costs</p> <p>No anticipated costs associated</p>	<p>Costs</p> <p>Producing the Brownfields Proposal -\$3,500 Notice in the local paper- \$100 Filing Deed in County Records- \$300 (?)</p>	<p>Costs</p> <p>Work Plan- \$1,000 (can tier off of previous work plan)</p> <p>Additional sampling-\$12,500 (3 composite samples per acre, approximately 36 total), analyzed for VOC's, Metals, GRO, DRO, PAH's</p> <p>Producing the Brownfields Proposal- \$3,500 - \$4,500 (assumes limited environmental concerns)</p> <p>Notice in the local paper- \$100</p> <p>Filing Deed in County Records- \$300</p>
<p>Benefits</p> <p>There would be no immediate additional financial obligations on the property</p>	<p>Benefits</p> <p>On the two parcels of concern with some corporate relationship to the local superfund site there will be sign off from the regulatory agency that the issues on site are not a risk to human health and the environment</p> <p>The Certificate of No Action Necessary is appealing to lending institutions because it clarifies their potential liability on a property</p> <p>The Certificate will include deed restrictions on the property to address the known issues on the property.</p>	<p>Benefits</p> <p>Liability will be defined for the whole of the development area with possible exclusion of the drum burial area</p> <p>The Certificate of No Action Necessary is appealing to lending institutions because it clarifies their potential liability on a property</p> <p>The Certificate will include deed restrictions to address the known issues in the development area</p>

<p>Drawbacks</p> <p>There would be no liability protection for the property.</p> <p>Depending on what Phase I investigations turn up lending institutions may not be comfortable lending on a property with lingering environmental issues</p> <p>After a certain amount of time the investigation that was performed will no longer reflect current conditions on the property and additional new investigation will be required to complete the Brownfields Program.</p> <p>Acceptable contamination levels do change and if they change before the Brownfield Certificate is issued exceedances under new standards can become an additional hurdle to closing the site</p>	<p>Drawbacks</p> <p>This does not provide any liability protection on the rest of the development area, only on 8826-8828.</p> <p>Depending on what Phase I investigations turn up lending institutions may not be comfortable lending on a property neighboring a site with known environmental issues especially near Tinker Air Force Base</p>	<p>Drawbacks</p> <p>This could take more time than the other options</p> <p>There is always the risk of finding additional contamination that must be addressed</p>
<p>Additional Suggestions</p> <p>Should the Authority choose this option it is strongly recommended that a deed notice is placed on the property discouraging groundwater use and clearly delineating the drum burial area</p>	<p>Additional Suggestions</p> <p>Should the Authority choose this option it is strongly recommended that the drum burial area be delineated and a notice attached to the deed</p>	

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

LAND PROTECTION DIVISION
BROWNFIELDS PROGRAM

IN THE MATTER OF:)

Midwest City Memorial Hospital Authority)

8826 SE 29th Street)
and)
8828 SE 29th Street,)
Midwest City, Oklahoma)

Respondent.)

Case No. 18-002

OKLAHOMA
DEPT. OF ENVIRONMENTAL QUALITY

JAN 22 2018

FILED BY: Dray
HEARING CLERK

MEMORANDUM OF AGREEMENT FOR
SITE CHARACTERIZATION AND RISK-BASED REMEDIATION

The parties to this case, the Oklahoma Department of Environmental Quality ("DEQ"), and the Midwest City Memorial Hospital Authority ("Respondent") (DEQ and Respondent may be collectively referred to herein as "Parties" and singularly as "Party"), agree to this Memorandum of Agreement for Site Characterization and Risk-Based Remediation ("MOA") to resolve certain environmental regulatory issues. At the time of the execution of this MOA, Respondent is entering into the DEQ's Brownfields Program.

PARTIES

1. Respondent is The Midwest City Memorial Hospital Authority, a municipal trust.
2. DEQ is the state environmental agency authorized to administer the Oklahoma Brownfields Voluntary Redevelopment Act contained in Article XV of the Oklahoma Environmental Quality Code, 27A Oklahoma Statutes ("O.S.") § 2-1-101 et seq.

FINDINGS OF FACT

3. Respondent is the current owner of the real property that is the subject of this MOA described below.

4. The real property that is the subject of this MOA (“Properties”) are two tracts of land located in Midwest City, Oklahoma, having a street address of 8826 Southeast 29th Street and 8828 Southeast 29th Street, Midwest City, Oklahoma. A map and legal description for the Properties is attached as Exhibit A.
5. Respondent informs the DEQ that historical activities, which may be the source of, or may have contributed to potential contamination on the Properties, appear to be the following: Eagle Industries (“Eagle”) operated at the Properties from approximately 1957 until approximately 1989. Considerable groundwater contamination has been documented at another Eagle location at 10901 SE 29th Street in Midwest City. A man claiming to be a former Eagle Industries employee recently came forth alleging the same improper disposal practices occurring at 10901 SE 29th Street were also standard procedure at the Properties. A Phase I Environmental Site Assessment (“ESA”) of the Properties revealed a 1997 DEQ document that described the detection and disposal of radioactive soil found at the Properties, but there was no mention of any additional environmental problems. The conventional building Eagle once leased at 8828 SE 29th Street was razed in August 2014 leaving only a neighboring Quonset hut intact on the adjoining property. It is believed a mechanic's shop operated briefly at 8826 SE 29th Street, but little activity has occurred at either of the Properties since Eagle departed in approximately 1989.
6. There are no known environmental permits, registrations, authorizations, orders, enforcement actions or National Priorities List (NPL) activities applicable to the Respondents and/or the Properties.
7. As of the Effective Date of this MOA there are no known conditions, past or present, not in compliance with environmental laws or regulations.
8. Respondent first notified DEQ of the environmental conditions that are the subject of this MOA on November 15, 2017, three days after a newspaper article described an interview with an individual who claimed to be a former Eagle Industries employee. Thereafter Respondent met with DEQ staff to discuss whether the investigation and remediation, if any, might be addressed through the DEQ Brownfields Programs. Prior to the execution of this MOA, DEQ provided assistance to Respondent by

informing Respondent of the technical requirements and procedures for participating in the Brownfield Program.

9. The harm that may result from the conditions at the Properties is a release, or potential release, of contaminants to the environment.
10. The Parties agree that it is beneficial to resolve these matters promptly and by agreement and, as to this matter, waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

CONCLUSIONS OF LAW

11. The DEQ has regulatory jurisdiction and authority in this matter, and Respondent is subject to the jurisdiction and authority of the DEQ under Oklahoma law, including but not limited to the Oklahoma Environmental Quality Act, 27A O.S. §1-1-101, et seq. and the Oklahoma Environmental Quality Code, specifically 27A O.S. §§2-6-105, 2-7-123, 2-10-301(H), and The Oklahoma Brownfields Voluntary Redevelopment Act, 27A O.S. § 2-15-101, et seq. and applicable rules.
12. The Parties are authorized by 75 O.S. §309(E) and 27A O.S. §2-3-506(B) to resolve this matter by agreement.
13. If Respondent remediates the Properties to appropriate risk based levels, Respondent acknowledges that the DEQ shall include a Notice of Remediation (27A O.S. §2-7-123(C)) in the Brownfields Certificates for each of the Properties, which the Respondent must file in the land records of Oklahoma County.
14. Respondent does not admit any Conclusions of Law.

AGREEMENT

Based on the Findings of Fact and Conclusions of Law, Respondent and the DEQ agree as follows:

15. Respondent shall submit to DEQ a Work Plan for Site Characterization that addresses all items in 27A O.S. § 2-15-105(B)(1), including all environmental characterization and assessment work, remediation work, reports, and data relating to the Properties.

If data gaps are found, Respondent will propose site characterization work to fill those gaps.

16. With the assistance of DEQ, Respondent shall submit a Brownfields Proposal for risk-based remediation or for a no action necessary determination, based on the potential risks to human health and safety and to the environment posed by any pollution at the Properties, considering the proposed future use, migration of pollutants, potential risks and the economic and technical feasibility and reliability of the proposal in accordance with 27A O.S. §2-15-105, OAC 252:221-3-3, and guidance documents provided by DEQ at its website. Upon approval of the Proposal, the Respondent will make the Brownfields Proposal available for public review and comment in accordance with OAC 252:221-3-5.
17. If Respondent's Brownfields Proposal is for a no action necessary determination in accordance with 27A O.S. § 2-15-106(D) and OAC 252:221, including public participation on the Proposal, and Respondent demonstrates to DEQ that the level of contamination at the Properties, if any, does not pose an unreasonable risk to human health and safety or to the environment for the prescribed future use, DEQ will issue a Certificate of No Action.
18. If remedial action is required in the Brownfields Proposal, Respondent shall submit a Remedial Action Work Plan ("RA Work Plan") for DEQ to review and approve, including a schedule for completing the required tasks and deliverables. DEQ shall review, comment on the RA Work Plan, including amendments, and will approve the RA Work Plan when it is found to be technically acceptable.
19. If either party determines that an environmental problem is present that should be addressed prior to the finalization of the RA Work Plan, Respondent may propose an Interim Remedial Measure (IRM) for DEQ approval. OAC 252:221-3-8 (d).
20. Respondent shall conduct the remediation in accordance with the RA Work Plan, which is incorporated by reference and enforceable as part of this MOA. Any violation of the approved RA Work Plan shall be a violation of this MOA.
21. Any remedial action that does not result in a risk designation of "unrestricted use" shall include a plan for long term management of the Properties, including a plan for financing the long-term management and maintenance of the Properties.

22. Respondent shall provide quarterly progress reports to DEQ in regard to actions and activities taken pursuant to this MOA. The progress reports shall be submitted on or before the tenth day of each January, April, July and October following the Effective Date of this MOA. Respondent's obligation to submit progress reports continues until DEQ gives Respondent written notice to discontinue. At a minimum, these progress reports shall: (1) describe the actions which have been taken to comply with this MOA during the prior quarter; (2) describe all work planned for the next quarter with schedules relating such work to the overall project schedule; and (3) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.
23. Within thirty (30) days after Respondent concludes that the remedial action has been fully performed, Respondent shall so notify DEQ and shall schedule and conduct a pre-certification inspection to be attended by Respondent and DEQ. The pre-certification inspection shall be followed by a written report submitted within thirty (30) days of the inspection by Respondent's Project Manager, certifying that the remedial action has been completed in full satisfaction of the requirements of this MOA. If, after completion of the pre-certification inspection and receipt and review of the written report, DEQ determines that the remedial action or any portion thereof has not been completed in accordance with this MOA, DEQ shall notify Respondent in writing of the activities that must be undertaken to complete the remedial action and shall set forth in the notice a schedule for performance of such activities. Respondent shall perform all activities described in the notice in accordance with the specifications and schedules established therein. Once DEQ concludes that the remedial action has been fully performed in accordance with this MOA, Brownfields Certificates of Completion will be issued to Respondent for each of the Properties.

MODIFICATION

24. The Parties recognize that modification of the RA Work Plan may be required at some point in the future, e.g., to provide for additional or different work. In such event, the following procedures shall be followed:

25. The party that determines that additional work or other modification of the RA Work Plan is necessary shall provide written or electronic notice of such determination to the other party.
- a) The other party shall respond to such notice in writing or electronically as soon as possible or such other time as may be agreed to by the parties.
 - b) If the Parties agree on the modifications to the RA Work Plan, the agreement shall be in writing or electronically and the modification to the Work amended accordingly. If the Parties do not agree on the proposed modifications or additional work, they may continue negotiations to reach resolution of the issue.

SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

26. Respondent shall use a laboratory accredited by DEQ, or other TNI accrediting agency, for sample analysis (except asbestos) and for each analytic method used for sample analysis. For asbestos, Respondent shall use a NVLAP accredited laboratory. All data, including but not limited to results of sampling, tests, modeling or other data, including raw data, generated by the Respondent or on Respondent's behalf for implementing this MOA shall be submitted to DEQ within sixty (60) days after they are received by Respondent. Respondent may qualify the submittal of the data prior to its validation by an appropriate QA/QC process; however, all data must be submitted to DEQ. DEQ will make available to Respondent the results of sampling, tests, or data generated by DEQ.
27. Any data which shows contamination has migrated off the Properties or poses a public health threat shall be submitted to DEQ within fourteen (14) days of receipt and appropriate validation through a QA/QC process.
28. At DEQ's request, Respondent shall allow DEQ to observe and/or conduct joint sampling at the Properties. Respondent shall also allow split or duplicate samples to be taken by DEQ and its authorized representatives of any samples collected by Respondent in implementing this MOA. Respondent shall notify DEQ at least ten (10) working days in advance of collecting any sample.

29. Respondent agrees that DEQ may enter and freely move about the Properties at reasonable times and with reasonable advance notice for the purposes of inspecting records and operating logs related to the Properties; reviewing the progress of Respondent in carrying out the terms of this MOA; conducting tests as DEQ deems necessary; using a camera, sound recording, or other documentary type equipment; and verifying the data submitted to DEQ by Respondent. Respondent shall allow DEQ to inspect and copy all non-privilege, non-protected records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this MOA. Nothing in this MOA shall be interpreted as limiting DEQ's inspection authority under state law or regulations promulgated thereunder. All Parties with access to the Properties under this MOA shall comply with all applicable health and safety plans.

GENERAL PROVISIONS

30. Upon approval by DEQ, any final reports, plans, specifications, schedules, and attachments required under this MOA are incorporated into it and enforceable under it. Failure of Respondent to respond within a reasonable time to any errors, deficiencies, or other regulatory requirements identified by DEQ is a violation of this MOA.
31. No informal advice, guidance, suggestions or comments by employees of DEQ regarding reports, plans, specifications, schedules, and other writings relieve or modify Respondent's obligation to obtain written approval by DEQ when required by this MOA.
32. Nothing in this MOA relieves Respondent of its obligation to comply with all applicable federal, state and local statutes, rules, and ordinances.
33. DEQ retains jurisdiction of this matter for the purposes of interpreting, implementing, and enforcing the terms and conditions of this MOA and for the purpose of resolving disputes.
34. Upon successful completion of all requirements of this MOA, Respondent shall have resolved its liability to DEQ for the performance of the site characterization and remediation, which is the subject of this MOA. DEQ agrees not to prosecute this

matter against Respondent so long as it remains in compliance with the terms of this MOA. This MOA shall not be construed as a waiver by DEQ of the right to redress future violations and obtain penalties or injunctive relief for matters other than those covered by this MOA. DEQ expressly reserves the right to institute proceedings seeking to compel Respondent and others affiliated with the Properties to perform characterization and/or remedial action work at the Properties.

35. Respondent and DEQ agree that the provisions of this MOA should be considered severable, and should a court of competent jurisdiction find any provisions to be inconsistent with state or federal law and therefore unenforceable, the remaining provisions will remain in full force and effect.
36. The provisions of this MOA apply to and are binding upon Respondent and Respondent's officers, directors, employees, agents, successors and assigns. No change in the ownership or legal status of Respondent will alter the Respondent's responsibilities under this MOA. No change in administration will affect any Party's responsibilities under this MOA.
37. The fact that Respondent and DEQ have entered into this MOA, and the Findings of Fact and Conclusions of Law, shall not be used for any purpose in this or any other proceeding except the enforcement by the Parties to this MOA. As to others who are not Parties to this MOA, nothing contained in this MOA is an admission by Respondent of the Findings of Fact or Conclusions of Law, and entry into this MOA is not an admission by Respondent of liability for conditions at or near the Properties or a waiver of any right, cause of action or defense otherwise available to Respondent. Unless otherwise specifically provided herein, Respondent expressly reserves all rights, causes of action, and defenses available to Respondent.
38. Nothing in this MOA shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, subsidiary or corporation not a signatory to this MOA for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, pollutants, or contaminants found at, taken to, or taken from the Properties.

39. Respondent and DEQ agree that the venue of any action in district court for the purposes of interpretation, implementation and enforcement of this MOA will be Oklahoma County, Oklahoma.
40. The requirements of this MOA will be considered satisfied and this MOA terminated once Respondent has received written notice from DEQ that Respondent has demonstrated that all the terms of the MOA have been completed to the satisfaction of DEQ.
41. The Parties may amend this MOA by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are signed by DEQ.
42. Unless otherwise specified, any report, notice or other communication required under this MOA must be in writing and must be sent by mail or by electronic submission or both to:

For DEQ Legal Issues:
Gary Henry
405-702-7185
gary.henry@deq.ok.gov

For DEQ Technical Issues:
Rachel Francks
405-702-5103
rachel.francks@deq.ok.gov

Oklahoma Department of Environmental Quality
P.O. Box 1677, Oklahoma City, OK 73101-1677
707 N. Robinson, Oklahoma City, OK 73102

For Respondent Legal Issues:
Philip A. Anderson, General Counsel
Midwest City Memorial Hospital Authority
100 N Midwest Boulevard
Midwest City, OK 73110
panderson@MidwestCityOK.org

For Respondent Technical Issues:
Robert Coleman
Midwest City Memorial Hospital Authority
100 N Midwest Boulevard
Midwest City, OK 73110
rcoleman@MidwestCityOK.org

For Respondent Technical Issues:
Amy M. Dzialowski
SCS Engineers
1817 Commons Circle, Suite 1
Yukon, OK 73099
adzialowski@SCSEngineers.com

The designated persons may be changed by letter to the signatories and incorporated herein by reference without amending this MOA.

- 43. The individuals signing this MOA certify that they are authorized to sign it and to legally bind the parties they represent. This MOA may be executed in counterparts.
- 44. This MOA becomes effective on the date of the signature below of the Executive Director of DEQ, which date shall be the "Effective Date" as used herein.

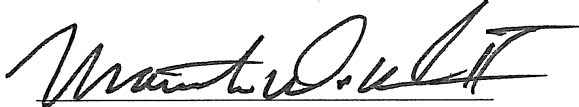
**FOR THE OKLAHOMA DEPARTMENT
OF ENVIRONMENTAL QUALITY**



DATE: 1-22-18

Scott A. Thompson
Executive Director

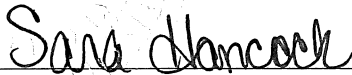
**FOR THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY**



DATE: 1-10-18

Matthew D. Dukes II
Chairman

ATTEST:




DATE: 1-10-18

Sara Hancock
Secretary

APPROVED AS TO FORM AND LEGALITY

THIS 10 DAY OF January, 2018



Philip W. Anderson, General Counsel

EXHIBIT A

MAP and PROPERTY LEGAL DESCRIPTION

8826 SE 29th Street, Midwest City, OK; Lot 2 Gilkison Addition, Oklahoma County

8828 SE 29th Street, Midwest City, OK; Lot 1 Gilkison Addition, Oklahoma County

Owner: MIDWEST CITY MEMORIAL HOSPITAL

Account Number: R151401015

Physical Address: 8826 SE 29TH ST MIDWEST CITY

Owner Name1: MIDWEST CITY MEMORIAL HOSPITAL

Owner Name2: AUTHORITY A PUBLIC TRUST

Mailing Address1: PO BOX 10570

Mailing Address2:

City: MIDWEST CITY

State: OK

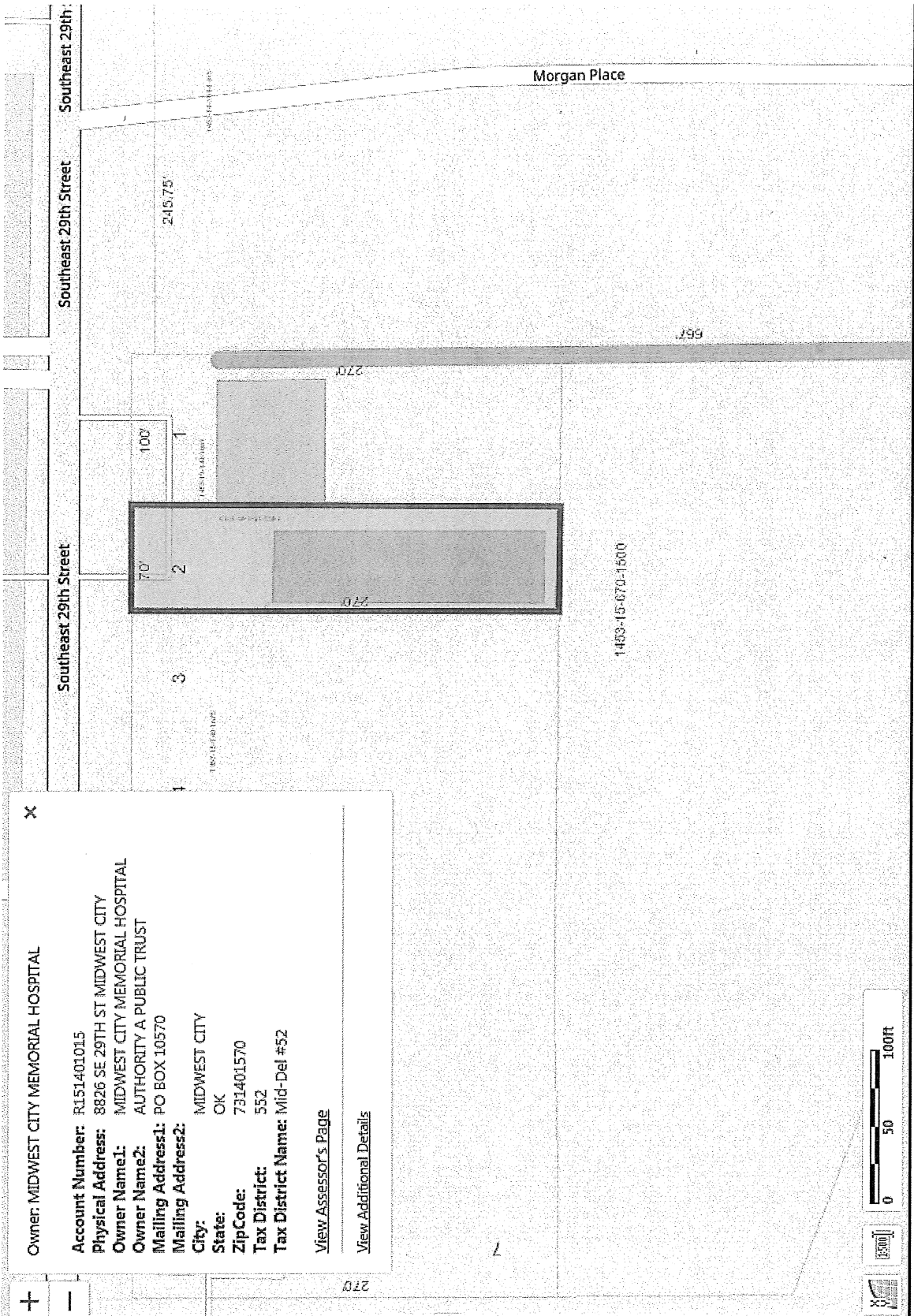
Zip Code: 731401570

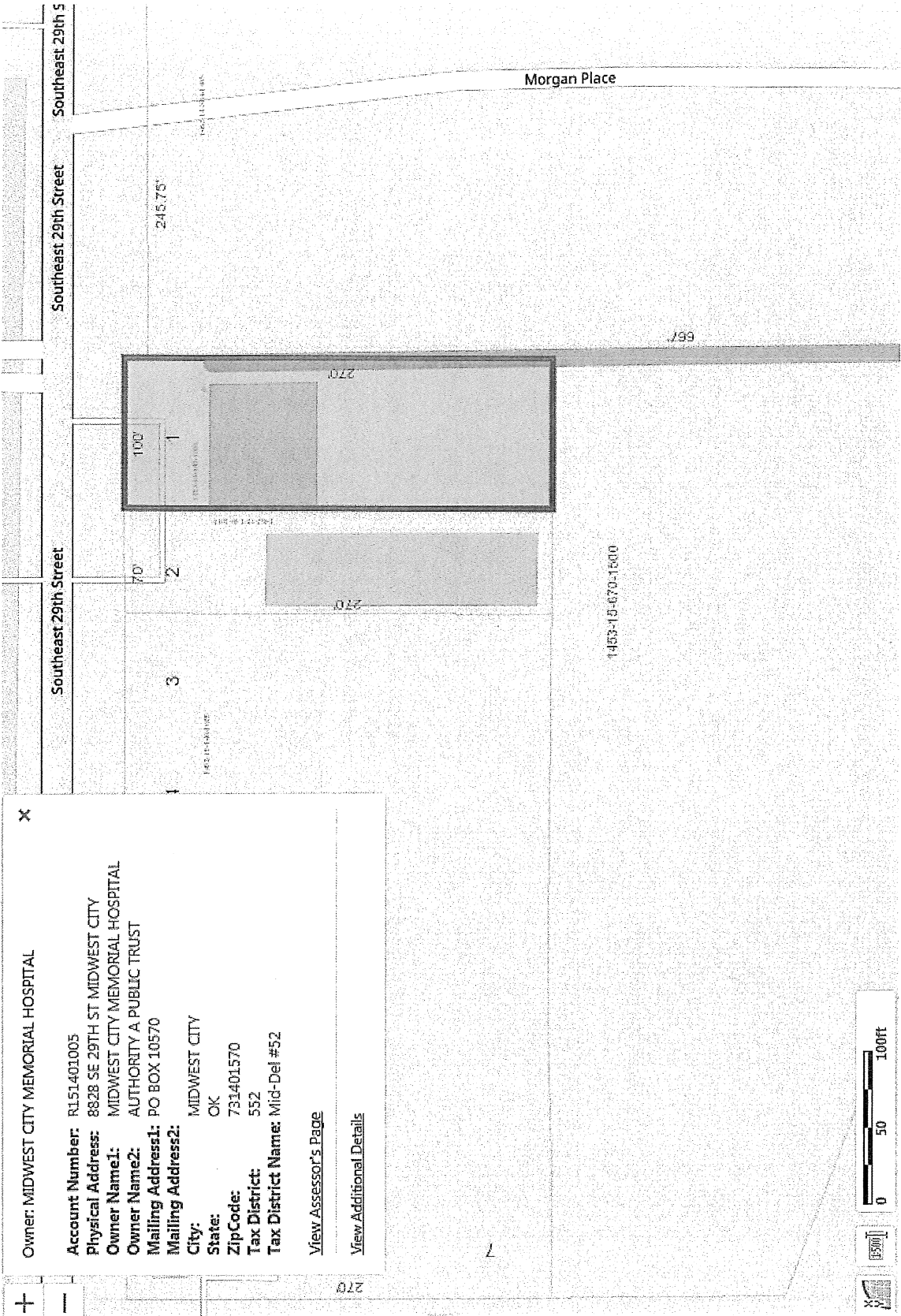
Tax District: 552

Tax District Name: Mid-Del #52

[View Assessor's Page](#)

[View Additional Details](#)





Owner: MIDWEST CITY MEMORIAL HOSPITAL
Account Number: R151401005
Physical Address: 8828 SE 29TH ST MIDWEST CITY
Owner Name1: MIDWEST CITY MEMORIAL HOSPITAL
Owner Name2: AUTHORITY A PUBLIC TRUST
Mailing Address1: PO BOX 10570
Mailing Address2:
City: MIDWEST CITY
State: OK
Zip Code: 731401570
Tax District: 552
Tax District Name: Mid-Del #52
[View Assessor's Page](#)
[View Additional Details](#)



1/18
2017

**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
BROWNFIELDS VOLUNTARY REDEVELOPMENT
CERTIFICATE OF COMPLETION**

AWARDED TO

Koch Pipeline Company, L.P.

I-2017-000701 Book 1069 pg 162
1/18/2017 1:36 PM pgs 162 - 166
Fees \$21.00 Doc \$0.00

Jennifer Mortazavi
Creek County Clerk
State of Oklahoma



PARTIES. The Koch Pipeline Company, L.P. (hereinafter "Participant") submitted a Brownfields Proposal for a Certificate of Completion (hereinafter "Proposal") to the Oklahoma Department of Environmental Quality ("DEQ") on August 8, 2014, for the Sapulpa Tank Farm, site (CERCLIS ID # OKN000606620) (hereinafter, the "Site"). The Participant's predecessors in title operated an oil pipeline pumping station and an oil refinery tank storage area at the Site. On July 22, 2008, DEQ and the Participant entered into a Consent Order for Site Characterization (Case No. 08-209) and on August 25, 2014, the parties entered into an updated Consent Order (Case No. 13-280).

The Participant desired to formally resolve its potential liability associated with the Site through the DEQ Brownfields Program. The Proposal and Final Report demonstrate that remediation activities at the Site have satisfied DEQ's risk-based requirements and that the Site is now suitable for commercial/industrial use.

LEGAL DESCRIPTION. The Site is located at the northwest corner of the intersection of Old Sapulpa Road (Frankhoma Road) and I-44, Sapulpa, Oklahoma, more particularly described as:

A tract of land in the NE ¼ of Section 26 and the NW ¼ of Section 25, Township 18 North, Range 11 East, Creek County, Oklahoma. Being more particularly described as: Beginning at a 1" I.P. on the West right of way line of the St. Louis and San Francisco Railroad, said I.P. being S 01° 15' E 30.0 feet and S 88° 07' W 25.4 feet from the NE corner of said Section 26;

Thence continuing S 88° 07' W parallel to the North line of said Section 26 a distance of 635.2 feet to a ½" I.P.; Thence S 01° 53' E a distance of 922.0 feet to a ½" I.P.;

Thence W 88° 07' E a distance of 208.6 feet to a ½" I.P.;

Thence Northeasterly on a curve to the left, having a radius of 3619.8 feet, a distance of 515'± to a ½" I.P. on Section line 28, 25, Said point being a distance of 634.0 feet N 01° 15' W of the SE corner of the NE, NE of said Section 26.

Thence S 82° 15' E a distance of 97.6 feet to a ½" I.P. on the West right of way line of said St. Louis and San Francisco Railroad;

Thence N 11° 26' W along said West right of way a distance of 688.5 feet to point of beginning, said tract of land containing 13.09 acres more or less.

PREFERRED REMEDIAL ALTERNATIVE. The implemented Preferred Remedial Alternative for managing contamination at the Site included excavation and disposal of contaminated soils at a permitted landfill and the establishment of institutional controls.

The Brownfield site characterization, remedy selection, construction and monitoring were conducted under DEQ oversight.

CLEAN-UP GOALS AND RISK EVALUATION. The clean-up goals and the evaluation of the risk to human health and the environment for the Brownfield actions were based on DEQ published methods. The remedy has been implemented to DEQ's satisfaction. Documents containing specific information about the clean-up will be available through DEQ or its successor agency.

PUBLIC NOTICE. On September 25, 2014, the Participant published a Public Legal Notice of the Proposal for a Certificate of Completion in compliance with the Brownfields Voluntary Redevelopment Act, 27A O.S. § 2-15-101 et seq., and the rules of DEQ, Oklahoma Administrative Code ("OAC") Title 252, Chapter 221. A notarized and dated Publisher's Affidavit from the Sapulpa Legal News, is on file as part of the Proposal. The Legal Notice notified the public of the opportunity to review and comment on the Proposal and provided an opportunity to request a public forum to discuss the Proposal. No comments were received.

LAND USE RESTRICTIONS. The future use of the site is restricted to commercial/industrial use. The Site has been characterized and the Remedy has been implemented to be protective of human health and the environment as long as the Site is only used for commercial/industrial purposes and the Land Use Restrictions are followed. This Certificate imposes the following Land Use Restrictions on the Site:

1. This site may be used for industrial/commercial use only. No residential, daily care facilities, preK-12 schools, or edible agriculture uses of the Site.
2. No drilling of water wells, or production of groundwater on or from, the Site, except for the purpose of monitoring.

The Land Use Restrictions shall apply to the Site and to persons who own and/or use the Site until such time as DEQ files a subsequent Notice of Remediation that changes or removes one or more of them. Activities that cause or could cause damage to the Remedy or recontamination of soil or groundwater are prohibited.

CHANGING LAND USE RESTRICTIONS. Changes to Land Use Restrictions must be approved by DEQ or its successor agency. The person requesting the change in land use must demonstrate to DEQ's satisfaction that contamination at the Site has reached levels appropriate for the proposed new land uses and that further remediation is not necessary or that additional institutional or engineering controls are adequate to achieve levels protective of human health and the environment for the proposed uses.

1-2017-000701 Book 1069 pg 163
1/18/2017 1:36 PM pgs 162 - 166
Fees \$21.00 Doc \$0.00

Jennifer Mortazavi
Creek County Clerk
State of Oklahoma



DEQ may require oversight costs, work plans, sampling, reports, and public participation as part of its review of the new information to support the requested change in Land Use Restrictions. The person requesting the change will be required to follow agency procedures effective at the time of the request.

DEQ at its discretion may determine, based on the new information submitted, that contaminants are present at the Site at levels that will not pose a risk to human health or the environment if the new land use restrictions being requested are allowed. Upon making this determination, DEQ will file a recordable notice of remediation pursuant to state law in the land records in the office of the county clerk where the Site is located designating the new land use restrictions.

The land use may not be changed until after DEQ has filed a recordable notice of remediation pursuant to 27A O.S. § 2-7-123 and/or other applicable law in the land records in the office of the county clerk where the site is located, designating the new land use.

RUN WITH THE LAND. The covenants, restrictions, prohibitions, rights, and releases described in this Certificate shall be a burden on and shall run in perpetuity with the Site and no change of ownership of the Site will change the Land Use Restrictions. Any subsequent purchaser or owner of the Site, or any part of the Site, for itself and its heirs, personal representatives, successors, transferees, and/or assigns becomes bound by, accepts, and agrees to all of the covenants, restrictions, prohibitions, and rights imposed by and granted in this Certificate.

DETERMINATION. The Participant has successfully completed DEQ-approved risk-based remediation and has satisfied the requirements of the Brownfield Program and the Consent Orders. Environmental conditions on the Site are stable and suitable for industrial/commercial reuse.

TERMS, CONDITIONS, AND RELEASE OF LIABILITY. In accordance with the Oklahoma Brownfields Voluntary Redevelopment Act, 27A O.S. §§2-15-101 et seq.:

1. DEQ shall not pursue administrative penalties or civil actions against the Participant, lenders, lessees, and successors and assigns associated with actions taken to remediate pollution which is the subject of the Certificate of Completion.
2. The Participant and all lenders, lessees, and successors and assigns shall not be subject to administrative or civil liability with regard to the remedial actions taken by the Participant for pollution as required by the Consent Order(s) if the remedial action was not performed in a reckless or negligent manner.
3. No person responsible for pollution who has not participated in the voluntary remediation process shall be released from any liability.

1-2017-000701 Book 1069 pg 164
1/18/2017 1:36 PM pgs 162 - 166
Fees \$21.00 Doc \$0.00
Jennifer Mortazavi
Creek County Clerk
State of Oklahoma



4. The Certificate of Completion shall remain effective as long as the Site is in substantial compliance with the Consent Order(s), Certificate of Completion, and any institutional controls placed on the Site.

5. DEQ shall not assess against the Participant administrative penalties or pursue civil actions associated with the pollution which is the subject of the Consent Order(s) if the Participant is in compliance with the Consent Order(s) during remediation and the Participant is in compliance with any post-certification conditions or requirements specified in the Certificate of Completion.

6. After issuance of the Certificate of Completion, DEQ shall not assess administrative penalties or pursue civil actions regarding the pollution which is the subject of the Consent Order(s) against any lender, lessee, or successor or assign if the lender, lessee, or successor or assign is in compliance with any post-certification conditions or requirements as specified in the Certificate of Completion.

7. Failure of the Participant and any lenders, lessees, or successors or assigns to materially comply with the Consent Order(s) or Certificate of Completion entered into pursuant to the Oklahoma Brownfields Voluntary Redevelopment Act shall render the Consent Order(s) and/or the Certificate of Completion voidable.

8. Submission of any false or materially misleading information by the Participant knowing such information to be false or misleading shall render the Consent Order(s) and/or the Certificate of Completion voidable.

9. A participant to whom a Certificate of Completion has been issued pursuant to the Oklahoma Brownfields Voluntary Redevelopment Act and such participant's lenders, lessees, or successors or assigns or any other person, this state or a local political subdivision thereof or any other legal entity acquiring, in good faith, the property which was subject to the Oklahoma Brownfields Voluntary Redevelopment Act shall not be subject to civil liability regarding the pollution which was the subject of the consent order or certificate if the participant is in compliance with any post-certification conditions or requirements specified in the consent order or certificate.

10. Except as otherwise provided in 27A O.S. § 2-15-108(C), nothing in the Oklahoma Brownfields Voluntary Redevelopment Act shall be construed to limit or negate any other rights of any person from pursuing or receiving legal or equitable relief from the participant or any other person or legal entity causing or contributing to the pollution.

11. In those cases where a participant conducts a voluntary remediation in conjunction with a party responsible for the pollution, the responsible party shall also be released from liability to the same extent as the participant.

12. The release of liability from administrative penalties and any civil actions authorized by the Oklahoma Brownfields Voluntary Redevelopment Act shall not apply to:

1:2017-000701 Book 1069 pg 165
1/18/2017 1:36 PM pgs 162 - 166
Fees \$21.00 Doc \$0.00

Jennifer Mortazavi
Creek County Clerk
State of Oklahoma



- a. any pollution and consequences thereof that the Participant causes or has caused outside the scope of the Consent Order(s) or this Certificate,
- b. any pollution caused or resulting from any subsequent redevelopment of the Site,
- c. existing pollution not addressed prior to issuance of this Certificate, or
- d. any person responsible for pollution who has not participated in the voluntary remediation of the Site.

FOR THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY



Scott A. Thompson
Executive Director

1-4-17

Date

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
 COUNTY OF OKLAHOMA) SS:

Before me, Scott A. Thompson, in and for said county and state, on this 4th day of January, 2017, personally appeared Scott A. Thompson, Executive Director, Oklahoma Department of Environmental Quality, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing Certificate of Completion and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such governmental agency, for the uses and purposes therein set forth.



 Notary Public



I-2017-000701 Book 1069 pg 166
 1/18/2017 1:36 PM pgs 162 - 166
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Jennifer Mortazavi
 Creek County Clerk
 State of Oklahoma





DISCUSSION ITEM





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

MEMORANDUM

To: Honorable Chairman and Trustees

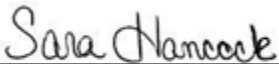
From: Sara Hancock, Secretary

Date: June 26, 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.

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

Action is at the discretion of the Authority.


Sara Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204
Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, City Manager

DATE: June 26, 2018

SUBJECT: 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.

Appropriate information will be dispersed during the meeting. Action is at the Trustee's discretion.

J. GUY HENSON, AICP
City Manager