



MIDWEST CITY
MEETING AGENDAS FOR
December 12, 2017

Happy
Holidays!

STAFF BRIEFING

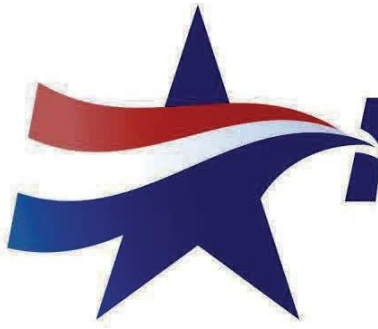
Midwest City Council Conference Room, 100 N. Midwest Boulevard, second floor

December 12, 2017 – 6:00 PM

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.

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 Hospital Authority for December 12, 2017.



MIDWEST CITY

Where the Spirit Flies High

CITY COUNCIL AGENDA

MIDWEST CITY, OK



ANNIVERSARY

EST 1942



MIDWEST CITY COUNCIL AGENDA

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

December 12, 2017 - 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Vaughn Sullivan, Public Works Director
- Pledge of Allegiance by MWC High School Jr. ROTC Cadet Janessa Harris
- Community related announcements and comments
- Recognition of the following 5th Grade Students, who were finalist in the 75th Anniversary 5th Grade Writing Contest:
 - Terrell Orange from Telstar Elementary
 - Blake McFadden from Soldier Creek Elementary
 - Jordan Teague from Schwartz Elementary

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council members, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council members, 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 November 28, 2017, both as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Fire Fund, revenue/Miscellaneous (00) \$1,523; expenses/Fire (64) \$1,523. (Finance - C. Barron)
3. Discussion and consideration of entering into an Onsite Service Agreement with Catapult Health for fiscal year 2017-18 in the amount of \$160.00 per participant to provide work-site health evaluations, including a blood test performed by a Piccolo Analyzer from Abaxis, as part of the launch of the Midwest City Wellness Plan. (Human Resources - C. Wilson)

D. DISCUSSION ITEMS.

1. Discussion and consideration of 1) recognizing the Midwest City High School and Carl Albert High School winning flag designs, and 2) considering changing the official Midwest City Flag. (City Manager - G. Henson)
2. Discussion and consideration of a presentation by Brent Hawkinson, the Association of Central Oklahoma Governments (ACOG) Division Director, regarding an update on the 9-1-1 Program overview and fund balance. (City Manager - G. Henson)
3. 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 January 1, 2018 through June 30, 2018. (This item is continued from the November 28, 2017 Council meeting.) (Emergency Management - M. Bower)

4. 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 in the amount of \$322,154.75. (Continued from November 14th, 2017 Council meeting.) (Community Development - P. Menefee)
5. Discussion and consideration of accepting a Year End report presented by Gallagher on the City of Midwest City Employees' Health Benefits Plan. (Human Resources - C. Wilson)
6. Discussion and consideration of entering into a contract with MTZ Construction, Inc. in the amount of \$25,647.50 for the Air Depot Boulevard Rail Road Construction Project. (Continued from November 14, 2017 Council meeting.) (Community Development - P. Menefee)
7. Discussion and consideration of approving an ordinance amending the Midwest City Municipal Code, Chapter 28 – Miscellaneous, by amending Article VI, Weapons, Section 28 – 105 Hours Sales Firearms; Section 28 – 107 Discharge of Bows and Arrows; and Section 28 – 108 Pointing and Discharging Firearms, Etc.; providing for a Repealer and Severability. (This item was on Further Information at the November 28, 2017 City Council meeting.) (Economic Development - R. Coleman)
8. Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article I, In General, by amending Section 30-2(a), Acts prohibited in city parks; establishing an effective date; and providing for repealer and severability. (This item was on Further Information at the November 28, 2017 City Council meeting.) (Public Works - V. Sullivan)
9. Discussion and consideration of approval of a resolution (1) approving the Trust Indenture creating the Midwest City Economic Development Authority (“Authority”); (2) approving and accepting beneficial interest for the City of Midwest City in the Authority; and (3) appointing Trustees of the Authority.
10. Discussion and consideration of extending the existing agreement on file with the City of Choctaw, to provide emergency animal control services for the remainder of fiscal year 2017-18 through June 30, 2018 and approve the Town of Forest Park from December 31, 2017 through June 30, 2018. (Police Dept. - B. Clabes)
11. Discussion and consideration of extending the existing agreements on file with the Cities of Choctaw, Harrah, Nicoma Park and the Town of Jones to provide animal care services for the remainder of fiscal year 2017-18 through June 30, 2018 and approve the Town of Forest Park from December 31, 2017 through June 30, 2018. (Police Dept. - B. Clabes)
12. Discussion and consideration of appointing a new member to the Midwest City Tree Board for a three-year term ending on November 10, 2020. (Continued from the November 28, 2017 Council meeting.) (Public Works - V. Sullivan)
13. Discussion and consideration of appointing a new member to the Midwest City Park and Recreation Board for a three-year term ending on November 10, 2020. (Public Works - V. Sullivan)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session. (City Manager - G. Henson)

G. ADJOURNMENT.

Happy Holidays!



CONSENT AGENDA



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

November 28, 2017 – 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 Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for November 28, 2017.

Council and Staff made community-related announcements and discussed individual agenda items.

Mayor Dukes adjourned the meeting at 6:51 PM.

ATTEST:

MATTHEW D. DUKES, II, 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

November 28, 2017 – 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 7:02 p.m. with the following members present: Councilmembers Susan Eads, Pat Byrne, Rick Dawkins, *Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Opening Business. Public Works Director, Vaughn Sullivan opened with the invocation; followed by the Pledge of Allegiance led by ROTC Cadets Amy Wylde and Skylin White; Staff, Public Relations Specialist, Kay Hunt, and Council made community-related announcements.

Consent Agenda. Eads made a motion to approve the Consent Agenda, except for items 1 and 10, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 14, 2017, as submitted.** Dawkins made a motion to approve the minutes with corrections as discussed, seconded by Moore. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. Discussion and consideration of accepting the City Manager's Report for the month of October 2017.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Dedicated Tax 2012 Fund, expenses/Economic (87) \$109,218. Grants Fund, revenue/ Intergovernmental (62) \$44,630; expenses/Police (62) \$44,630. Downtown Redevelopment Fund, expenses/29th Street (92) \$100,000.
4. Discussion and consideration of approving updated Pledge Agreement for Deposited Public Funds with Bank of Oklahoma.
5. Discussion and Consideration of approving amended custodial bank agreement with Raymond James & Associates.
6. Discussion and consideration of entering into an updated Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council along with Oklahoma County, the City of Oklahoma City, and the City of Edmond for a fee of \$75,000 per fiscal year quarter, of which Midwest City will pay 3.6%.
7. Discussion and consideration of approving Resolution 2017-51 authorizing participation in the Oklahoma Municipal Assurance Group Recognition Program.
8. Discussion and Consideration of adopting Resolution 2017-52 authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Conversion Grants Fund.

9. Discussion and consideration of 1) approving and entering into an agreement for FFY 2018 with the Oklahoma Highway Safety Office to establish the terms and conditions of receiving a Metro Area Traffic Task Force grant (Primary Program Area: Impaired Driving) in the amount of \$44,630.00; and 2) authorizing the mayor and/or city manager to approve and execute the necessary and appropriate documents to effect the grant.
- 10. 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, 2017 through June 30, 2018.** After discussion with Council, staff, and ACOG Acting Director, John Sharp, Reed made a motion to table this item until the December 12, 2017 meeting and requested information regarding estimates on the cost value of equipment and budgeting issues with and without partnering with ACOG be presented, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
11. Discussion and consideration of awarding a bid to EMC Services LLC in the amount of \$193,218 for the construction of (8) bus stop shelters along EMBARK Route 15 in Midwest City. (Continued from the November 14, 2017 City Council)
12. Discussion and consideration of accepting the bid of Allan Bolan for the sale of a small parcel of real estate generally located at the corner of Texas Avenue and Belleview Drive and shown as a public street on the plat of Pointon City Second Addition Blocks 6, 7, 8, 9 & 10, located within the corporate boundaries of Midwest City, in the NE/4 of Section 6, T 11N R1W, Oklahoma County Oklahoma, being more fully described on Exhibit A attached hereto.
13. Discussion and consideration of approving and adopting Resolution 2017-53 selecting H. W. Lochner as the engineer responsible for the annual city bridge inspections for compliance with National Bridge Inspection Standards.

Discussion Items.

* Councilmember Reed left the meeting at 7:37 PM and returned at 7:39 PM.

1. **Discussion and consideration of a presentation by John Sharp of Association of Central Oklahoma Governments (ACOG) regarding an update on the Regional Transit Authority Task Force.** The Council spoke with Mr. Sharp following his presentation, but no action was taken.
2. **(PC – 1929) Discussion and consideration of approval of the revised Preliminary Plat of the Turtlewood Addition described as a part of the SE/4 of Section 7, T-11-N, R-1-W.** Bo Peeler, 2302 S. Webster; John Earl, 2305 S. Webster; Chris Anderson of SMC Consulting Engineers, 815 W. Main, OKC; and Charles Thompson, 10400 NE 4th addressed the Council. After much discussion, Allen made a motion to table the item until the January 23, 2018 meeting, seconded by Moore. Voting aye: Dawkins, Reed, Allen, and Moore. Nay: Eads, Byrne, and Mayor Dukes. Absent: none. Motion carried.
3. **(PC – 1928) Public hearing with discussion and consideration of approval of the Sooner Rose Addition Phase III Preliminary 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, City of Midwest City, Oklahoma County, Oklahoma.** Dawkins made a motion to approve the Plat, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

4. **Discussion and consideration of appointing two new members to the Midwest City Tree Board for three-year terms ending on November 10, 2020. (Continued from the November 10, 2017 Council meeting)** Dawkins made a motion to strike, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 8:52 p.m.

MATTHEW D. DUKES, II, Mayor

ATTEST:

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: December 12, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Fire Fund, revenue/Miscellaneous (00) \$1,523; expenses/Fire (64) \$1,523.

The supplement is needed to budget tinting of windows at Fire Station #3 using surplus property proceeds.

Christy Barron
Finance Director

SUPPLEMENTS

December 12, 2017

| Fund FIRE (040) | | BUDGET AMENDMENT FORM Fiscal Year 2017-2018 | | | |
|--------------------|------------------------|--|-----------------|------------------------------|-----------------|
| <u>Dept Number</u> | <u>Department Name</u> | <u>Estimated Revenue</u> | | <u>Budget Appropriations</u> | |
| | | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 00 | Miscellaneous | 1,523 | | | |
| 64 | Fire | | | 1,523 | |
| | | <u>1,523</u> | <u>0</u> | <u>1,523</u> | <u>0</u> |

Explanation:
To budget tinting of windows at Fire Station #3. Funding to come from surplus property proceeds.



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: December 12, 2017

Re: Discussion and consideration of entering into an Onsite Service Agreement with Catapult Health for fiscal year 2017-18 in the amount of \$160.00 per participant to provide work-site health evaluations, including a blood test performed by a Piccolo Analyzer from Abaxis, as part of the launch of the Midwest City Wellness Plan.

Attached is an agreement with Catapult Health detailing the services they will provide to the City, the Health Screening is part of the Midwest City Wellness Program and is mandatory for participants to be eligible for the program incentive. We will be scheduling the evaluations from February 13-15, 2018.

This event has been an annual event since 2013 through the Health Screenings the workforce is able to receive their own health information which is compared to prior years charting any significant changes that might need a physician's attention. The event also allows the wellness program to gather base information on the health of our workforce through aggregate reports of the results of the evaluations. These reports give high level comparisons from year to year; this information is valuable in targeting the wellness initiatives, so that we can provide education and assistance to our employees if needed.

Staff recommends approval.

Catherine Wilson, MPA
Human Resources Director



**ONSITE SERVICES AGREEMENT
AMENDMENT & SCHEDULING ADDENDUM**

Catapult and Customer agree to amend their Onsite Services Agreement (“Agreement”) by revising the Participation paragraph on page two of the Agreement to read as follows: “Customer understands and acknowledges that Catapult’s minimum participation requirement when delivering Checkups is twenty-five (25) Participants per Event Shift per day per location with a total of fifty (50) Participants per year across all locations. When Customer requests and Catapult schedules Event Shifts with Participant capacities greater than twenty-five (25), higher minimum requirements will apply as documented in each Scheduling Addendum signed by Catapult and Customer. For each unused appointment below the minimum requirement, Customer agrees to pay Catapult \$160.”

In addition, the Checkup fee on page two of the Agreement is hereby revised to \$160.

Number of employees eligible to participate in these Onsite Events: 400

Estimated Total Number of Participants: 100

Onsite Event Date(s): 2/13/2018 to 2/15/2018

| <u>Location</u> | <u>Dates</u> | <u>Services</u> | <u>Estimated Participation</u> | <u>Minimum Participation Per Event Shift Per Day</u> |
|----------------------|---------------------------------------|-----------------|--------------------------------|--|
| City of Midwest City | February 13, 2018 – February 14, 2018 | Checkup | 50 | 25 per event per day |
| City of Midwest City | February 15, 2018 | Checkups | 50 | 50 per event per day |

This Amendment and Scheduling Addendum is executed as of the date signed by Customer and is subject to and governed by the Agreement between Catapult Health and Customer.

CATAPULT HEALTH, LLC

By: _____

Date: _____

Name: David Michel

Title: President & CEO

Address: 8144 Walnut Hill Lane, Suite 1100

City, State, Zip: Dallas, TX 75231

CUSTOMER: City of Midwest City

By: _____

Date: _____

Name: Matt D. Dukes II

Title: Mayor

Address: 100 N Midwest City Blvd

City, State, Zip: Midwest City, OK 73110



THE CITY OF MIDWEST CITY ONSITE SERVICES AGREEMENT

This ONSITE SERVICES AGREEMENT (the “Agreement”), dated as of the Effective Date appearing below, is made and entered into by and between Catapult Health, LLC (“Catapult”) and The City of Midwest City as plan administrator acting on behalf of its group health plan (“Customer”) and sets forth the terms and conditions under which Catapult will provide the initial and periodic on-site preventive health and related services (the “Services”) to Customer’s employees, adult dependents and others designated by Customer, as applicable (collectively, “Participants”). This Agreement includes, and is subject to, the General Terms and Conditions, Business Associate Agreement, Exhibits and Scheduling Addendum, attached hereto.

Description of Services

The Services shall include:

- **A customized online scheduling tool for making checkup appointments**
- **A worksite preventive health checkup for Participants (“Checkup”) including the following:**
 - Finger stick blood tests with prompt results delivered during the Checkup
 - Height, weight, abdominal circumference and blood pressure measurements
 - A tailored personal health report that provides a summary of findings with specific recommendations for lowering risk factors and improving one’s health
 - All gathered data is loaded real-time into Catapult’s proprietary application. The personal health report generated is securely stored in the Catapult’s patient portal where it can be accessed and printed by the Participant following his/her Checkup
 - The data is also imported into Catapult’s secure electronic medical record where it resides and can be retrieved by Catapult for subsequent Checkups
 - Health report results reviewed with a Nurse Practitioner (via video/audio conference) who addresses the risk factors that have been identified
 - After discussing the personal health report with each Participant, the Nurse Practitioner recommends a personal action plan for each Participant
- **Data feeds to HIPAA compliant partners as directed by Customer are included**
- **In furtherance of its preventive health services, Catapult shall provide data analyses in the form or format deemed appropriate by Catapult, containing aggregated, de-identified information for purposes of population-based activities relating to improving Participant health and/or reducing healthcare costs.**

At least 60 days prior to each onsite visit, Customer will sign a Scheduling Addendum to this Agreement setting forth the locations, dates and Services to be delivered at such onsite visit (the "Onsite Event"). Each Onsite Event will consist of one or more six-hour shifts (each an "Event Shift"). A new Scheduling Addendum shall be executed prior to each Onsite Event.

Fees: Checkup Fee = \$160 per Participant Checkup. Customer shall also be responsible for any fees (together with the Checkup Fees, the "Fees") as specified in the General Terms and Conditions, incorporated by reference into this Agreement.

Eligibility: Customer will provide Catapult with an up-to-date eligibility file containing employees and/or adult dependents eligible for Services at least 45 business days prior to the first scheduled Event Shift. A final updated eligibility file will be provided to Catapult 10 days prior to the first Event Shift and thereafter as requested by Catapult during the term of this Agreement. Catapult Fees apply to Participants in the eligibility file and others approved by Customer (new hires, recent additions to benefit plan, etc.).

Participation: Beginning at least 30 days prior to the first Event Shift, Customer shall provide weekly education and awareness messages to eligible Participants regarding the Onsite Event(s). Customer understands and acknowledges that Catapult's minimum participation requirements when delivering Checkups are 25 Participants per Event Shift per day per location and 50 Participants per year (across all locations). When Customer requests and Catapult schedules Event Shifts with Participant capacities greater than this minimum requirement, higher minimum requirements will apply as documented in each Scheduling Addendum signed by Catapult and Customer. For each unused appointment or Checkup shortfall below the minimum requirement, Customer agrees to pay Catapult the Checkup Fee.

Payment Terms: If healthcare claims are not being filed through the health plan, a deposit of 50% of the anticipated total Fees for the Onsite Event (the "Deposit") is due 30 days prior to the initial day of each Onsite Event. The balance less the Deposit is due upon receipt of Catapult's invoice following each Onsite Event.

Term: One year beginning on the Effective Date and automatically renewing for additional successive one-year terms subject to termination and non-renewal as provided herein.

Number of eligible employees: 450

Estimated annual participation: 100

Preferred months to deliver Checkups: March

This Agreement is executed as of November 17, 2017 (the "Effective Date").

CATAPULT HEALTH, LLC

THE CITY OF MIDWEST CITY

By: _____

By: _____

Name: David Michel

Name: Matthew D. Dukes, II

Title: President & CEO

Title: Mayor

Address: 8144 Walnut Hill Lane, Suite 1100

Address: 100 North Midwest Blvd.

City, State, Zip: Dallas, TX 75231

City, State, Zip: Midwest, OK 73072

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2017.

PHILIP W. ANDERSON, City Attorney



GENERAL TERMS AND CONDITIONS

This Agreement is subject to the following General Terms and Conditions.

ARTICLE 1: Catapult's Responsibilities

- a) *Scheduling*. The parties shall mutually agree upon the schedule for any Onsite Event(s), as set forth in the applicable Scheduling Addendum(s).
- b) *Catapult Staff*. Catapult will provide trained healthcare professionals and appropriate administrative support personnel at each Onsite Event. Such personnel shall at all times conduct themselves in a professional manner, consistent with accepted standards of practice and applicable law or regulation.
- c) *Staffing Levels*. Catapult will determine the appropriate number and mix of staff that provides for the delivery of the Services for the estimated total number of Participants.
- d) *Equipment and Supplies*. Catapult will provide all necessary supplies and equipment to perform the Services. Catapult shall be responsible for the proper use, operation, and removal of all such medical supplies and equipment.
- e) *Marketing Material*. Catapult will provide Customer with electronic materials for Customer's use in promoting Catapult Checkups to eligible Participants. Catapult will also assist Customer in promoting the Onsite Event(s) to eligible Participants after receiving a spreadsheet containing email addresses and first names of Participants.
- f) *Participant Consent*. Catapult will obtain consent from each Participant.
- g) *Removal of Biomedical Waste*. Catapult will promptly dispose of all medical waste generated from the Services. Catapult warrants that all such disposal shall be in accordance with all federal, state, and local laws and regulations.
- h) *Records; Ownership of Data*. Except as otherwise provided by law, Catapult will retain all Participant consents and records covered by this Agreement, including, but not limited to, data regarding the extent and cost of health Checkups provided. Catapult shall retain ownership of data collected by Catapult and data analyses generated by Catapult in connection with the Services.

ARTICLE 2: Customer's Responsibilities

- a) *Notification of Onsite Event*. Beginning at least 30 days prior to the first Event Shift, Customer shall use best efforts to provide weekly education and awareness messages to eligible Participants regarding the Onsite Event(s). Customer shall also provide Catapult with a spreadsheet containing the first names and email addresses for all eligible Participants so that Catapult can communicate with them about scheduling a Checkup appointment using Catapult's online scheduler.
- b) *Customer Location Requirements*. Customer will provide timely access to adequate facilities at each worksite location for Catapult to perform the Services in light of the estimated total number of Participants (the "Facilities"). The Facilities will include reasonable necessities (e.g. chairs, tables, access to a high speed guest WIFI network, and access to electricity) required to support the provision of the Services. In addition, the Facilities shall include enough closed-door rooms (with functional land line telephones) in close proximity to the Facilities to enable the Nurse Practitioner video/audio conference consultations with each Participant, without being overheard by other Participants or employees of Customer or other third parties.
- c) *Participant Privacy*. Customer understands and agrees that Catapult will not share any Participant health information with Customer unless permissible by law and consistent with the Business Associate Agreement.

- d) Compliance with Applicable Wellness Regulations. Customer agrees to comply with applicable laws and regulations governing the design and administration of wellness programs (including applicable notice requirements) for its employees and dependants; including, but not limited to, the requirements of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act and the Genetic Information Nondiscrimination Act.

ARTICLE 3: Additional Terms Regarding Payment

- a) Late Payments. Any payment not received within 30 days after the invoice date will accrue interest at a rate equal to the lesser of 1.5% per month or the highest rate permitted by applicable law.
- b) Cancellations. Event Shifts cancelled in writing with more than 30 calendar days advance notice to Catapult will not result in a cancellation fee. Event Shifts cancelled with less than 30 calendar days advance written notice will result in a cancellation fee of \$1,000 per cancelled Event Shift, unless such cancellation was due to a Force Majeure Event (hereinafter defined).
- c) Event Shift Reductions: Event Shifts reduced (to a smaller capacity) by Customer with less than 30 calendar days advance written notice to Catapult will result in an Event Shift reduction fee of \$500 per occurrence.
- d) Disputed Amounts. If Customer disputes the accuracy of any portion of an invoice, Customer will notify Catapult of such dispute promptly following its discovery. No dispute will relieve Customer from paying the undisputed portion of the invoice. The parties will work together in good faith to resolve the dispute.

ARTICLE 4: Indemnification and Limitation of Liability

- a) Indemnification by Catapult. Catapult agrees to indemnify, hold harmless, and defend Customer, its officers, directors, employees, agents, successors, and assigns from and against any and all damages, costs, and expenses, including reasonable legal fees and expenses (collectively, "Damages"), incurred in connection with a third party claim or assertion arising from or related to (i) any claim by a Participant due to Catapult's gross negligence or willful misconduct in the performance of the Services; or (ii) any breach of Catapult's responsibilities under this Agreement.
- b) Indemnification by Customer. Customer agrees to indemnify, hold harmless, and defend Catapult, its officers, directors, employees, agents, successors, and assigns from and against any and all Damages incurred in connection with a third party claim or assertion arising from or related to (i) any claim by a Participant other than due to Catapult's gross negligence or willful misconduct in the performance of the Services; or (ii) any breach of Customer's responsibilities under this Agreement. In accordance to Oklahoma Sate law.
- c) Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM OR RELATING TO OBLIGATIONS OF INDEMNIFICATION, OR DAMAGES ARISING FROM THE GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT OF A PARTY HEREUNDER, IN NO EVENT SHALL: (i) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) CATAPULT'S LIABILITY HEREUNDER EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO CATAPULT PURSUANT TO THIS AGREEMENT.
- d) Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CATAPULT DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF ANY INFORMATION OR SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY MATTER.

ARTICLE 5: Term and Termination

- a) Term and Termination. This Agreement shall continue until terminated or not renewed. This Agreement shall automatically renew for successive one-year terms unless a party shall have given the other party written notice of

non-renewal at least 60 days prior to the anniversary of the initial Onsite Event Date. A new Scheduling Addendum shall be executed prior to each Onsite Event.

- b) *Elective Termination.* Notwithstanding the foregoing, either party may terminate this Agreement at any time upon 60 days prior written notice to the other party; provided, however, that a termination initiated by Customer shall not relieve it from paying any fees incurred or to be incurred for an Onsite Event scheduled before Catapult has received notice of termination.

ARTICLE 6: Confidentiality

- a) Each party shall comply with such party's respective obligations with respect to the privacy and security of Protected Health Information (as defined at 45 CFR 160.103) under applicable law, including without limitation the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and shall comply with the terms of the Business Associate Agreement between the parties, included as Exhibit A and incorporated herein by reference. The parties also agree that they will preserve the confidentiality of data or information relating to the other party's business, which is (i) confidential and clearly so designated, or which by nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or confidential; and (ii) submitted to such party by the other party in order to perform Services under this Agreement. Neither party will have an obligation to maintain the confidentiality of any data or information (except to the extent such data or information constitutes Protected Health Information), which (i) was in a party's lawful possession prior to the submission thereof by the other party; (ii) is later lawfully made available to a party by a third party having no obligation of secrecy to the other party; (iii) is independently developed by a third party; (iv) is or later becomes available to the public through no fault of either party; or (v) is subject to disclosure pursuant to a valid court order or subpoena or similar legal process. Violations may be enjoined through injunctive proceedings in addition to any other rights available at law or equity.

ARTICLE 7: Non-Covered Services, Status of Parties, Independent Medical Judgment

- a) *Non-covered Services.* The parties acknowledge and agree that this Agreement does not cover any medical services beyond the Services. This Agreement expressly does not cover any of the following:
 - i) medical testing other than tests described in the Description of Services on Page 1 of this Agreement;
 - ii) treatment of Participants for any diseases or conditions;
 - iii) emergency care or emergency transport; or
 - iv) prescriptions for medications or pharmaceuticals.
- b) *Status of Parties; Independent Medical Judgment.* Customer acknowledges and agrees that Catapult healthcare providers are obligated to use their own independent medical judgment in the evaluation and treatment of any Participant. No provision of this Agreement shall be construed to affect the free exercise of independent medical judgment by Catapult healthcare providers, and that any provision to the contrary shall be superseded by this paragraph.

ARTICLE 8: General Provisions

- a) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.
- b) *Entire Agreement.* This Agreement and any attached exhibits, addenda, or appendices, shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement. There are no understandings or agreements relating to the subject matter of this Agreement that are not fully expressed herein, and no change or waiver is valid unless it is in writing and executed by the party against whom it is sought to be enforced. This Agreement may be amended or modified only by a written instrument that is signed by all parties.
- c) *Force Majeure.* In the event either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause (including but not limited to inclement weather) beyond the reasonable control of the party invoking this provision (each, a "Force Majeure Event"), the affected party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such

occurrence. In the event that a party's performance is prevented or delayed for more than 30 days, then the other party may terminate this Agreement by delivery of written notice to the non-performing party.

- d) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of this Agreement will be enforced, with substitution as necessary to give reasonable overall effect to the terms of this Agreement.
- e) Injunctive Relief. The parties understand and agree that, due to the highly competitive nature of the healthcare industry, the breach of any covenants set out in this Agreement may cause irreparable injury to Catapult or Customer for which no adequate remedy at law will be available. Therefore, either Catapult or Customer, as the case may be, will be entitled, in addition to such other remedies as it may have hereunder, to seek a temporary restraining order and preliminary injunctive relief for any breach or threatened breach of this Agreement.
- f) Business Relationship. The parties agree that Catapult is an independent contractor of Customer. This Agreement will not create any agency, employment, joint venture, partnership, representation, or an attorney-client or fiduciary relationship between the parties. No party has the authority to nor will a party attempt to, create any obligation on behalf of another party as a result of this Agreement.
- g) Compliance with State and Federal Laws. As allowed under Oklahoma State law, the parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local and federal laws and regulations, including, but not limited to, the federal and state privacy and security laws, the applicable provisions of the Patient Protection and Affordable Care Act (Public Law 111-148) and the Health Care and Education Reconciliation Act (Public Law 111-152), and the Texas Occupations Code illegal remuneration law; provided however, Customer shall be responsible for its and its Participants compliance with the Employee Retirement Income Security Act of 1974, applicable requirements of the Internal Revenue Service and the Patient Protection and Affordable Care Act of 2010. Notwithstanding any unanticipated effect of any of the provisions herein, the parties agree not to intentionally conduct themselves under the terms of this Agreement in a manner that would constitute a violation of any federal, state or local law, as each such law is amended.
- h) No Government Payor Reimbursement. It is the intent of Catapult and Customer that Customer and Catapult will not be participating in a federal or state healthcare program or seeking reimbursement from any federal or state healthcare program for the services provided to Participants.
- i) Managed Care Contracting. As applicable, the parties agree to participate in and comply with the provisions of any participating provider, managed care and other third party payor contracts entered into by the parties.
- j) Authority. Each individual executing above on behalf of an entity hereby represents and warrants to the other party that such individual is duly authorized to execute, and to deliver, this Agreement on behalf of that entity and that such execution and delivery makes this Agreement a valid and binding obligation of the entity for all purposes.
- k) Notices. All notices to a party pursuant to this Agreement shall be sent by certified mail, return receipt requested, to the officer executing this Agreement at the address set forth on the signature page hereto.
- l) Successors and Assigns. No party may assign its rights or delegate its duties or obligations hereunder without the prior written consent of the other applicable party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Notwithstanding the preceding, it is understood and agreed that this Agreement automatically assigns to the purchaser of all or substantially all of a party's assets or equity securities or to any successor by way of any merger, consolidation or other corporate reorganization of the party, without requiring consent from the other party.



EXHIBIT A TO ONSITE SERVICES AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“BAA”) amends and is made part of the Onsite Services Agreement (the “Onsite Services Agreement”) by and between Customer and Catapult (“Business Associate”).

Customer and Business Associate agree that the parties incorporate this BAA into the Onsite Services Agreement in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and their implementing regulations set forth at 45 C.F.R. Parts 160 and Part 164 (the “HIPAA Rules”). To the extent Business Associate is acting as a Business Associate of Customer pursuant to the Onsite Services Agreement, the provisions of this BAA shall apply, and Business Associate shall be subject to the penalty provisions of HIPAA as specified in 45 CFR Part 160.

1. Definitions. Capitalized terms not otherwise defined in this BAA shall have the meaning set forth in the HIPAA Rules. References to “PHI” mean Protected Health Information maintained, created, received or transmitted by Business Associate from Customer or on Customer’s behalf.

2. Uses or Disclosures. Business Associate will neither use nor disclose PHI except as permitted or required by this BAA or as Required By Law. To the extent Business Associate is to carry out an obligation of Customer under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of 45 CFR Part 164, Subpart E that apply to Customer in the performance of such obligation. Business Associate is permitted to use and disclose PHI:

(a) to perform any and all obligations of Business Associate as described in the Onsite Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Customer directly;

(b) otherwise permitted by law, provided that such use or disclosure would not violate the HIPAA Rules, if done by Customer directly and provided that Customer gives its prior written consent;

(c) to perform Data Aggregation services relating to the health care operations of Customer;

(d) to report violations of the law to federal or state authorities consistent with 45 C.F.R. § 164.502(j)(1);

(e) as necessary for Business Associate’s proper management and administration and to carry out Business Associate’s legal responsibilities (collectively “Business Associate’s Operations”), provided that Business Associate may only disclose PHI for Business Associate’s Operations if the disclosure is Required By Law or Business Associate obtains reasonable assurance, evidenced by a written contract, from the recipient that the recipient will: (1) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the recipient or as Required By Law; and (2) notify Business Associate of any instance of which the recipient becomes aware in which the confidentiality of such PHI was breached;

(f) to create de-identified information in accordance with 45 C.F.R. § 164.514(b), provided that such de-identified information may be used and disclosed only consistent with applicable law;

(g) to create a limited data set as defined at 45 CFR §164.514(e)(2), provided that Business Associate will only use and disclose such limited data set for purposes of research, public health or health care operations and will comply with the data use agreement requirements of 45 CFR §164.514(e)(4), including that Business Associate will not identify the information or contact the individuals.

In the event Customer notifies Business Associate of an Individual’s restriction request granted pursuant to 45 CFR §164.522 that would restrict a use or disclosure otherwise permitted by this Section, Business Associate shall comply with the terms of the restriction request.

3. **Safeguards.** Business Associate will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this BAA. Business Associate will also comply with the provisions of 45 CFR Part 164, Subpart C with respect to electronic PHI to prevent any use or disclosure of such information other than as provided by this BAA.
4. **Subcontractors.** In accordance with 45 CFR §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate will ensure that all of its Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree by written contract to comply with the same restrictions and conditions that apply to Business Associate with respect to such PHI, including but not limited to the obligation to comply with 45 CFR Part 164, Subpart C.
5. **Minimum Necessary.** Business Associate represents that the PHI requested, used or disclosed by Business Associate shall be the minimum amount necessary to carry out the purposes of the Onsite Services Agreement. Business Associate will limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
6. **Obligations of Customer.** Customer shall notify Business Associate of (i) any limitations in its notice of privacy practices, (ii) any changes in, or revocation of, permission by an individual to use or disclose PHI, and (iii) any confidential communication request or restriction on the use or disclosure of PHI that Customer has agreed to or with which Customer is required to comply, to the extent any of the foregoing affect Business Associate's use or disclosure of PHI. Customer shall obtain all consents, permissions or authorizations, if any, required for Customer to disclose PHI to Business Associate and for Business Associate to use and disclose PHI as permitted herein and only disclose to Business Associate the minimum Protected Health Information necessary to allow Business Associate to perform its obligations under the Onsite Services Agreement.
7. **Access and Amendment.** In accordance with 45 CFR § 164.524, Business Associate shall permit Customer or, at Customer's request, an individual (or the individual's designee) to inspect and obtain copies of any PHI about the individual that is in Business Associate's custody or control and that is maintained by Business Associate in a Designated Record Set. If the requested PHI is maintained electronically, Business Associate shall provide a copy of the PHI in the electronic form and format requested by the individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Customer and the individual. Business Associate will, upon receipt of notice from Customer, promptly amend or permit Customer access to amend PHI held in a Designated Record Set by Business Associate so that Customer may meet its amendment obligations under 45 CFR § 164.526.
8. **Accounting.** Except for disclosures excluded from the accounting obligation by the HIPAA Rules and regulations issued pursuant to HITECH, Business Associate will record for each disclosure that Business Associate makes of PHI the information necessary for Customer to make an accounting of disclosures pursuant to the HIPAA Rules. In the event the U.S. Department of Health and Human Services ("HHS") finalizes regulations requiring Covered Entities to provide access reports, Business Associate shall also record such information with respect to electronic PHI held by Business Associate as would be required under the regulations for Covered Entities beginning on the effective date of such regulations. Business Associate will make information required to be recorded pursuant to this Section available to Customer promptly upon Customer's request for the period requested, but for no longer than required by the HIPAA Rules (except Business Associate need not have any information for disclosures occurring before the effective date of this BAA).
9. **Inspection of Books and Records.** Business Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI, available upon request to Customer or HHS to determine compliance with the HIPAA Rules.
10. **Reporting.** To the extent Business Associate becomes aware or discovers any use or disclosure of PHI not permitted by this BAA, any Security Incident involving electronic PHI or any Breach of Unsecured Protected Health Information involving PHI, Business Associate shall promptly report such use, disclosure, Security Incident or Breach to Customer. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it of a Security Incident, Breach or a non-permitted use or disclosure of PHI that is caused by Business Associate. Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by Business Associate to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Customer shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above,

so long as no such incident results in unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made in compliance with 45 CFR § 164.410.

11. Term and Termination. This BAA shall be effective as of the effective date of the Onsite Services Agreement and shall remain in effect until termination of the Onsite Services Agreement. Either party may terminate this BAA and the Onsite Services Agreement effective immediately if it determines that the other party has breached a material provision of this BAA and failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party determines that cure is not possible, such party may terminate this BAA and the Onsite Services Agreement effective immediately upon written notice to other party.

Upon termination of this BAA for any reason, Business Associate will, if feasible, return to Customer or destroy all PHI maintained by Business Associate in any form or medium, including all copies of such PHI. Further, Business Associate shall recover any PHI in the possession of its Subcontractors and return to Customer or securely destroy all such PHI. In the event that Business Associate determines that returning or destroying any PHI is infeasible, Business Associate may maintain such PHI but shall continue to abide by the terms and conditions of this BAA with respect to such PHI and shall limit its further use or disclosure of such PHI to those purposes that make return or destruction of the PHI infeasible. Upon termination of this BAA for any reason, all of Business Associate’s obligations under this BAA shall survive termination and remain in effect (a) until Business Associate has completed the return or destruction of PHI as required by this Section and (b) to the extent Business Associate retains any PHI pursuant to this Section.

12. General Provisions. In the event that any final regulation or amendment to final regulations is promulgated by HHS or other government regulatory authority with respect to PHI, the parties shall negotiate in good faith to amend this BAA to remain in compliance with such regulations. Any ambiguity in this BAA shall be resolved to permit Customer and Business Associate to comply with the HIPAA Rules. Nothing in this BAA shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended. The terms and conditions of this BAA override and control any conflicting term or condition of the Onsite Services Agreement and replace and supersede any prior business associate agreements in place between the parties. All non-conflicting terms and conditions of the Onsite Services Agreement remain in full force and effect.

13. Successors and Assigns. No party may assign its rights or delegate its duties or obligations hereunder without the prior written consent of the other applicable party hereto. Nothing in this BAA, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this BAA, except as expressly provided in this BAA. Notwithstanding the preceding, it is understood and agreed that this BAA automatically assigns to the purchaser of all or substantially all of a party’s assets or equity securities or to any successor by way of any merger, consolidation or other corporate reorganization of the party, without requiring consent from the other party.

This BAA is executed as of November 17, 2017 (the “Effective Date”).

By: _____
Name: David Michel
Title: President & CEO
Address: 8144 Walnut Hill Lane, Suite 1100
City, State, Zip: Dallas, TX 75231

By: _____
Name: Matthew D. Dukes, II
Title: Mayor
Address: 100 North Midwest Blvd.
City, State, Zip: Midwest, OK 73072

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2017.

PHILIP W. ANDERSON, City Attorney



DISCUSSION ITEMS





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

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: December 12, 2017

SUBJECT: Discussion and consideration of 1) recognizing the Midwest City High School and Carl Albert High School winning flag designs, and 2) considering changing the official Midwest City Flag.

At the August 22, 2017 City Council meeting, Mayor Dukes proposed a change to the official Midwest City Flag via a contest delegated through the Midwest City High School and Carl Albert High School Art Programs for the students enrolled in the Art Programs.

The deadline has come and the 75th Anniversary Committee narrowed each school's top three down to the winning flag design from each school. As stated on the last agenda the prizes include: a 75th Anniversary coin and certificates for 1st, 2nd, and 3rd places and the first place winners have their designs presented tonight.

The top three artists from each school have been invited to attend the Council meeting for the mayor to recognize them.

The Council reserves the right to make any and all changes to the official flag of Midwest City.

Action is at the Council's discretion.

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: December 12, 2017

SUBJECT: Discussion and consideration of a presentation by Brent Hawkinson, the Association of Central Oklahoma Governments (ACOG) Division Director, regarding an update on the 9-1-1 Program overview and fund balance.

Mayor Dukes has asked Mr. Hawkinson to come and give the Midwest City Council an update on the 9-1-1 Program overview and fund balance.

No action is necessary.

J. GUY HENSON
City Manager



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and City Council

From: Mike Bower, Midwest City Emergency Manager

Date: December 12, 2017

Subject: Discussion and Consideration of approving a resolution establishing: 100% of all fees and taxes for 9-1-1 emergency telephone service to be collected by ACOG for the period July 1, 2017 through June 30, 2018.

The resolution allows ACOG to collect 100% of all fees and taxes for 9-1-1 emergency telephone services to be collected by ACOG for the period July 1, 2017 through June 30, 2018.

Staff is continuing to acquire additional information from ACOG concerning total operational cost for Midwest City 911. I have also made a request from ACOG to determine the fees collected on behalf of Midwest City from landlines, cellular phones, voice over internet provider and any other collections allowed by statute.

In addition, staff is evaluating potential costs in order to operate our own Public Safety Answering Point (PSAP) versus our current program with ACOG.

As additional information is acquired, it will be sent out under separate cover.

A handwritten signature in black ink that reads "Mike Bower". The signature is written in a cursive, slightly slanted style. Below the signature is a horizontal line.

Mike Bower
Emergency Manager



Emergency Management
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1386

DATE: November 9, 2017

Oklahoma 9-1-1 Management Authority:

Mr. Chairman:

The attached map accurately reflects the population and the call-taking boundaries of the City of Midwest City, Oklahoma, for the 9-1-1 public safety answering point for this jurisdiction. I represent the governing authority for the 9-1-1 public safety answering point, and am authorized to certify this information to you.

Name of the 9-1-1 agency that answers calls:

City of Midwest City PSAP

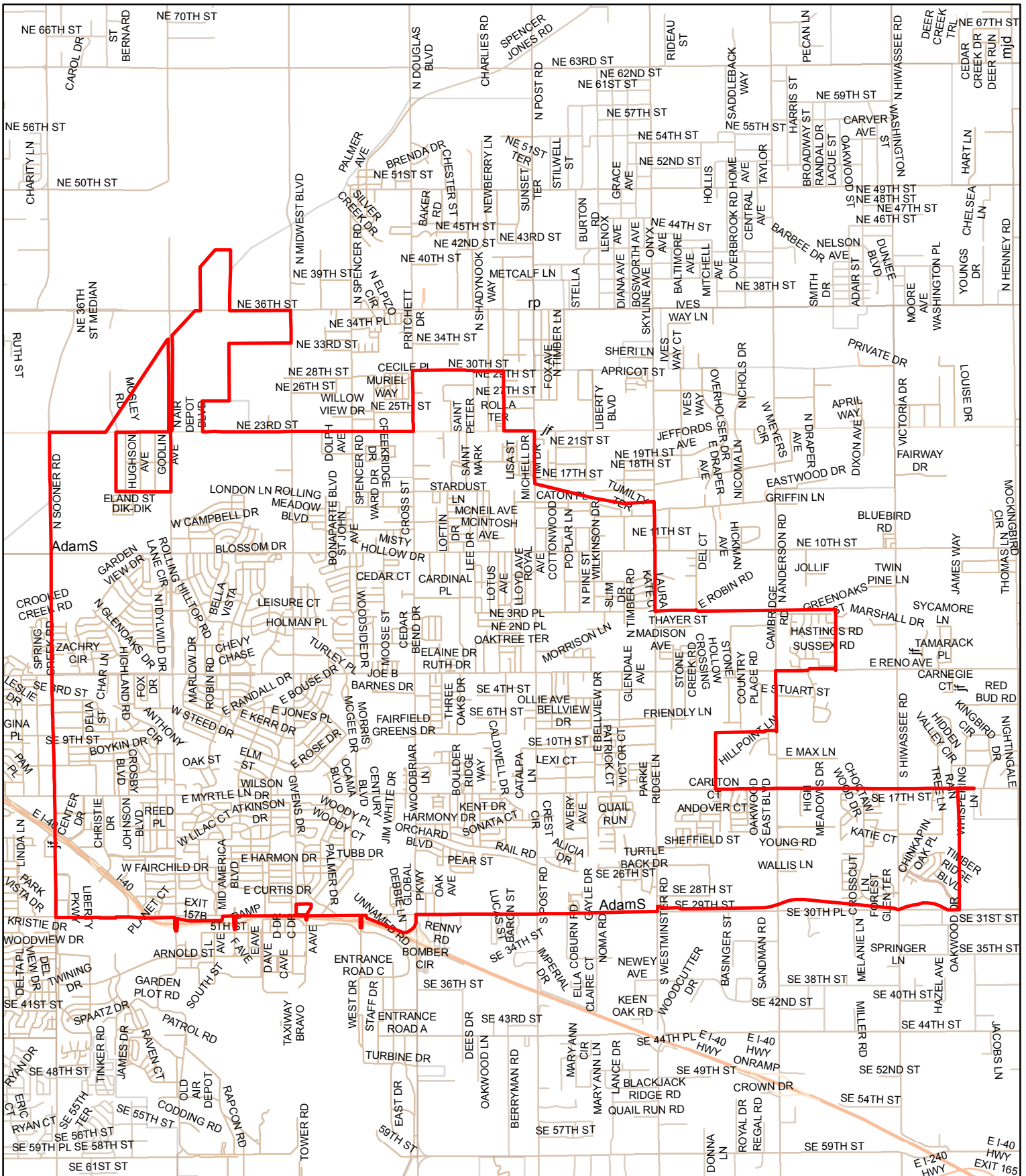
Contact person: Mike Bower
Email: mbower@midwestcityok.org

Further, as a voluntary member of the 9-1-1 Association of Central Oklahoma Governments for the Central Oklahoma region I hereby represent and direct that all 9-1-1 fees under Oklahoma law due to this jurisdiction shall be paid to: 9-1-1 ACOG, 4205 North Lincoln, Oklahoma City, Oklahoma, 73105, Attn: John G. Johnson, Executive Director.

Sincerely, Mike Bower

Emergency Operations Director
Title

ACOG COMMUNITY MIDWEST CITY



2010 Population 54368
2017 C/A Population 59355

ACOG_911-0164_MIDWESTCITY

0 1 1/2 3 Miles



This map/data was created and assembled by ACOG for your informational, planning reference and guidance only. None of these materials should be utilized by you or other parties without the benefit of advice and instruction from appropriate professional services. These materials are not verified by a Registered Professional Land Surveyor for the State of Oklahoma and are not intended to be used as such. ACOG makes no warranty, express or implied, related to the accuracy or content of these materials and map/data.



4205 N Lincoln Blvd
 Oklahoma City, OK 73105
 Phone: (405) 234-2264
 FAX: (405) 234-2200

ASSIGNMENT OF 9-1-1 FEES TO 9-1-1 ACOG

WHEREAS the **City of Midwest City**, Oklahoma, is and has been a voluntary Member of the 9-1-1 Association of Central Oklahoma Governments (hereinafter 9-1-1 ACOG), created pursuant to the Interlocal Cooperation Act, Title 74 O.S., section 1001 *et seq.* for the purpose of creating an association of entities to more efficiently and effectively use their powers by cooperating and provisioning emergency communication procedures, services and facilities for residents of the cities, towns and counties located in the ACOG Central Oklahoma area.

WHEREAS each of the Members of 9-1-1 ACOG understand and acknowledge that the primary function of 9-1-1 ACOG is to administer the planning, design, procurement, installation and operation on behalf of the Members of the procedures, equipment and facilities of every sort pertaining to the operation of the 9-1-1 emergency telephone system in Central Oklahoma. Further, that the function of 9-1-1 ACOG is to receive, administer and monitor the receipt and dispersal of such portions of the taxes and fees levied for 9-1-1 purposes for support and maintenance of the system as is required and determined by the Members.

WHEREAS it is necessary for the financing of the operations and functioning of 9- 1-1 ACOG that all of the fees and taxes, which are to be received by the local government authority, shall be assigned and directed to 9-1-1 ACOG to be utilized to support the respective portion of each Member’s obligations for contractual, administrative, equipment and service of the regional 9-1-1 system. All of said fees and taxes include those as authorized by Title 63 O. S. section 2811 and following; and the newly enacted 9-1-1 Act as authorized by Title 63 O.S. sections 2861 and following, which include 1) a seventy-five cents monthly fee on each wireless telephone connection; 2) a seventy-five cents monthly fee on each service that is enabled by Voice over Internet Protocol (VoIP) or Internet Protocol (IP); and seventy-five cents on each prepaid wireless retail transaction occurring in this state.

NOW THEREFORE, the **City of Midwest City**, Oklahoma, pursuant to its police powers and authority as a local governmental unit and as the authorized recipient of any and all 9-1-1 fees and taxes under Oklahoma law, does hereby, for good and valuable consideration, grant and convey unto the 9-1-1 ACOG all of its right, title, interest, estate and every claim and demand, both at law and in equity, in and to all of the following property: 100% of all fees and taxes for the provisioning of 9-1-1 emergency telephone service, to which it may be entitled from any telephone service provider, or the Oklahoma Tax Commission of the State of Oklahoma, as authorized under the statutory authority of Title 63, Oklahoma statutes, or any other legal authority; together with all the singular rights thereunto belonging, for the duration and balance of the entire fiscal year ending June 30, 2018.

IN WITNESS WHEREOF, this Assignment of 9-1-1 fees to 9-1-1 ACOG is executed on behalf of the **City of Midwest City**, Oklahoma, pursuant to a duly adopted Resolution of its City council, approved this ____ day of November, 2017.

ATTEST:

Mathew D. Dukes II, MAYOR

Sarah Hancock, CITY CLERK

APPROVED as to form and legality this ____ day of November, 2017:

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
Kelly Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

TO : Honorable Mayor and Council

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

DATE : December 12th, 2017

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 in the amount of \$322,154.75. (Continued from the November 14th, 2017 meeting.)

As summarized during the November 14th meeting, the former Eagle Industries industrial site, located at the corner of S.E. 29th Street and Westminster Road, has been in the news recently concerning illegal chemical disposal issues and the groundwater contamination it's caused for the area's water wells. DEQ has been collecting water samples throughout the area trying to define the spread of the contaminants and has had an elevated result at one of the area's wells within the city limits.

As stated, the local citizens in the area that do not have access to city water are lobbying the city to fund and install a water line extension from Westminster Road to S.E. 28th Street along Roefan Road and Hand Road, closing this gap in the city's water infrastructure system (see exhibit). The attached petition is a request from the residents along this corridor.

Water line was installed in the area along S.E. 28th from Westminster Road in 2012-13 as part of the city's efforts to continue to expand the water system east throughout the city. S.E. 28th Street was chosen for the extension project because it was a City owned, public right of way corridor that didn't require the acquisition of multiple utility easements. It is also the closest road to the City's southern city limit line. (S.E. 29th Street south of this area is in Oklahoma City).

At that time, the residents along Roefan and Hand were petitioned during the design phase of the project to gauge their interest in tying to city water, if it was extended and available. Only five of the forty-five petitioned residents said they would tie to city water if it was extended. Three returned the inquiry letter stating they would not. The lack of interest from the residents led to the project not being pursued.

The following is the costs associated with connecting a property to City water:

| Service Size/Type | Meter Cost | Tie On Fee | Plumbing Permit | |
|-------------------|------------|------------|-----------------|-----------|
| 5/8" Short | \$606.45 | \$75.00 | \$39.50 | \$720.95 |
| 5/8" Long | \$842.05 | \$75.00 | \$39.50 | \$956.55 |
| 1" Short | \$694.97 | \$75.00 | \$39.50 | \$809.47 |
| 1" Long | \$936.07 | \$75.00 | \$39.50 | \$1050.57 |

A long service is for a resident on the other side of the road, away from a water line, which requires boring the service connection under the pavement. The meter costs have increased approximately \$300.00 since the original petition was sent out in 2012.

A similar request was made to the City regarding the residential area north of Sooner Rose development. In 2002, the City petitioned residents concerning extending water throughout the Sooner Metro water district. At the time, water was provided to the area residents by a private system that became unreliable and unmaintainable. The residents were asked to provide a \$75.00 deposit to create a city water account, which was met with little positive response. The project did proceed and the residents were required to pay an additional \$75.00 along with their meter and connection fees. Also, when public water and sewer extensions were constructed to the Forest Glen Addition part of the City, an impact fee was added to all new service connections, \$350 for a sewer tie on, \$100 for a water tie on.

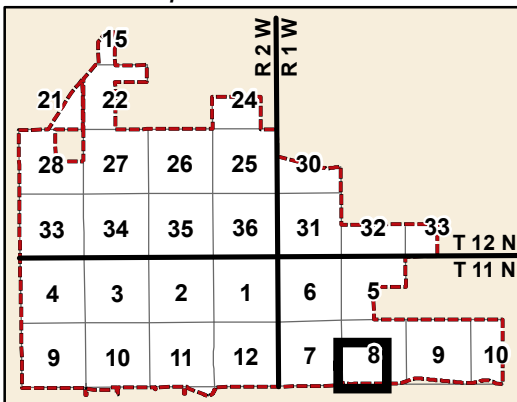
This water extension project would create the opportunity for the land owners in the area to sub-divide their properties and sell lots for development. Having city water available for lot development increases the land value significantly. There is the potential for the creation of numerous new lots. As each potential lot sold, the significant increase in these property values would be at the expense of the citizens financing the water extension project. Therefore, to help reimburse the estimated cost of the water project, a \$7000 per lot assessment fee would be recommended per service connection.

The \$322,154.75 estimate includes the cost of a survey for the design of the project and the installation costs of the water line extension. If approved, money to fund this project is not available in the current Walker water fund and would be needed to be funded through other budgetary means. If the Council wishes to pursue the project, at this time staff would recommend authorizing a survey at an estimated cost of \$10,000 with design by City staff. Funding for construction would have to be considered in the 2018-2019 budget.

Patrick Menefee, P.E.
City Engineer



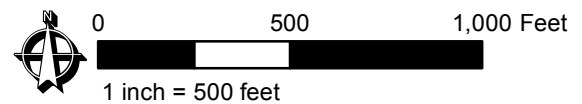
Locator Map



Water Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- ▭ MWC City Limits

PROPOSED WATER LINE LOCATION (SW/4, Sec. 8, T11N, R1W)



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.

**Engineer's Estimate -
Waterline Extension, Roefan & Hand**

| Description | Unit | Qty | Unit Price | Est. Price |
|--------------------------------|-------------|------------|-------------------|----------------------|
| Clearing and Grubbing | LS | 1 | \$ 5,000.00 | \$ 5,000.00 |
| Erosion Control | LS | 1 | \$ 2,000.00 | \$ 2,000.00 |
| Solid Slab Sodding | SY | 2958 | \$ 3.00 | \$ 8,875.00 |
| Agg Base | CY | 118.5 | \$ 50.00 | \$ 5,925.93 |
| 6" Drive | SY | 1067 | \$ 55.00 | \$ 58,666.67 |
| 8" Water Line | LF | 3550 | \$ 30.00 | \$ 106,500.00 |
| Hydrant and Assembly | Ea | 7 | \$ 3,000.00 | \$ 21,000.00 |
| 8" Solid Sleeve | Ea | 1 | \$ 450.00 | \$ 450.00 |
| 8" 45 Bends | Ea | 6 | \$ 500.00 | \$ 3,000.00 |
| Pressure and Disinfection Test | Ea | 1 | \$ 2,000.00 | \$ 2,000.00 |
| 8" X 8" X 8" T | Ea | 1 | \$ 600.00 | \$ 600.00 |
| 8" X 8" X 6" T | Ea | 7 | \$ 550.00 | \$ 3,850.00 |
| 8" Gate Valve and Box | Ea | 7 | \$ 1,700.00 | \$ 11,900.00 |
| 6" Gate Valve and Box | Ea | 7 | \$ 1,200.00 | \$ 8,400.00 |
| 8" Tapping valve and box | Ea | 2 | \$ 2,000.00 | \$ 4,000.00 |
| Bore w/14" Steel Casing | LF | 80 | \$ 150.00 | \$ 12,000.00 |
| Short Service | Ea | 15 | \$ 550.00 | \$ 8,250.00 |
| Long Service | Ea | 16 | \$ 1,300.00 | \$ 20,800.00 |
| Mobilization | LS | 1 | \$ 28,604.98 | \$ 28,604.98 |
| Staking Level II | LS | 1 | \$ 2,832.18 | \$ 2,832.18 |
| Design Survey | LS | 1 | \$ 7,500.00 | \$ 7,500.00 |
| | | | Total | \$ 322,154.75 |

PETITION

We the undersigned, on this 22nd day of October, 2017, hereby request that the City of Midwest City provide access to municipal water to both Roefan road and Hand road.

Jim Mitchell Douglas H. Foss
~~Jim Mitchell~~ Douglas H. Foss

LISA DAVENPORT Lisa Davenport Charlene Smith

Mike Davenport Scott Smith
M.A.D. Scott Smith

Hazel Melton Gary Burley

Robert Melton Shirley Burley

Ken Macias Allan Burley

Kathy Austin Dwight Lilly

Barry Austin Robert Pealy

PETITION

We the undersigned, on this 22nd day of October, 2017, hereby request that the City of Midwest City provide access to municipal water to both Roefan road and Hand road.

Robin E. Budniewski

Brian Budniewski

[Signature]

Chastity Costlow

[Signature]

Kate Burley

Oeresa Scott

[Signature]

Jane Duff

[Signature]

[Signature]

Raunie Peterson

[Signature]

Lindsay Wiggy

Lacey Lindaveras

[Signature]

PETITION

We the undersigned, on this 22nd day of October, 2017, hereby request that the City of Midwest City provide access to municipal water to both Roefan road and Hand road.

Mary K. Nowlin Trust
2450 Hand Road

Boyd M. Mize trustee

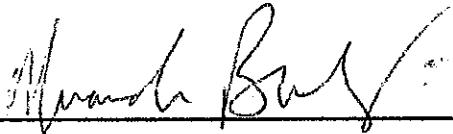
Mary K. Nowlin Trust
2500 Hand Road

Boyd M. Mize trustee

copy

PETITION

We the undersigned, on this 22nd day of October, 2017, hereby request that the City of Midwest City provide access to municipal water to both Roefan road and Hand road.

| | |
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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: December 12, 2017

RE: Discussion and consideration of accepting a Year End report presented by Gallagher on the City of Midwest City Employees' Health Benefits Plan.

This item is placed on the agenda to present the Council an overview of how the Health Benefits Plan ran for the fiscal year 2016/2017. Attached to this memo is information on the financial condition of the City Employees' Health Benefits Plan.

This is a staff update

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a horizontal line extending from the end of the signature.

Catherine Wilson, Human Resources Director



City of Midwest City

Stewardship Report – 7/1/16-6/30/17

Kristy Ventimiglia, MHR, SPHR – Senior Vice-President
December 12, 2017

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Gallagher

Insurance | Risk Management | Consulting

Total Year Claims (Plan Year 7/1/16 – 6/30/17)

- **Total Plan Cost:**
 - Budgeted Cost - \$6,061,384
 - Actual Cost - \$6,063,511
 - Variance from Actual – (-\$2,127)
 - Observations:
 - Blue Preferred – Plans running at a deficit
 - Pre-65: (-\$8,445)
 - Post-65 Retirees: (-\$57,273)
 - Blue Options – Plan running at a deficit
 - Pre-65: (-\$246,243)

High Cost Claimants

- High Cost Claimants are 21.6% of gross claims
- 11 High Cost Claimants over \$75,000
- High Cost Claimants – 4 over \$100,000
 - 60-64 Spouse, Female, Blue Preferred Plan, Total Paid Claims \$160,515 –(stop loss reimbursement)
 - 1-18 Dependent child, Male, Blue Preferred Plan, Total Paid Claims: \$127,032
 - 1-18 Dependent child, Female, Blue Preferred Plan, Total Paid Claims: \$125,703
 - 50-59 Spouse, Male, Blue Preferred Plan, Total Paid Claims: \$103,690

Medical Plan Changes (2016-17)



Insurance | Risk Management | Consulting

- Change provider network to a combined Blue Preferred/Blue Options from Blue Choice/Blue Options.
 - Achieved 85/15% network saturation.
- CRX: increase participation (review participation for 2016 to 2017)
 - June 1, 2016 to June 30, 2016 – 8 participants
 - October 1, 2016 to December 31, 2016 – 34 participants
 - July 1, 2017 to September 30, 2017 – 47 participants
- Pharmacy review meeting with John Watson, PharmD

Delta Dental



Insurance | Risk Management | Consulting

- **Plan Costs (7/1/2016 to 6/30/2017)**
 - Claims paid: \$393,953
 - Total Fixed Cost: \$32,093
 - Total Plan Cost: \$426,046
 - Budget Plan Cost: \$467,261
 - Surplus: \$41,214

Medical Benefit Changes Effective 7/1/2017



Insurance | Risk Management | Consulting

- Renewed with BCBSOK; eliminated the Blue Options Plan and moved all membership to Blue Preferred.
- Autism expanded benefit under Mental Health Parity
- Transgender Services approved by committee
- Modified Retiree eligibility language within BCBS contract and plan document
- Pharmacy Network: moved to the Advantage Network which excludes CVS and CVS Target pharmacies (August 1, 2017)

Pharmacy Changes Effective January 1, 2018



Insurance | Risk Management | Consulting

- Drug List: moved to Performance Formulary
 - Recommended by John Watson, Pharm D



Observations

- All high cost claimants over \$100,000 are dependents
 - Consider spousal surcharge
- Pharmacy spend causes City of Midwest City to appear as a 1,000 life group
- Mental Health Benefits for Police and Fire continue to be discussed within the City of MWC
 - Currently Plan has parity (deductible and coinsurance for in and out patient)

Thank You!

Kristy Ventimiglia, MHR, SPHR
Senior Vice-President
405.471.5034 – Direct
Kristy_Ventimiglia@aig.com
615 E. Britton Road
Oklahoma City, OK 73114

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Gallagher

Insurance | Risk Management | Consulting

Disclaimer

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.



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
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: December 12th, 2017

Subject: Discussion and consideration of awarding the bid to and entering into a contract with MTZ Construction, Inc. in the amount of \$25,647.50 for the Air Depot Boulevard Rail Road Construction Project. (Continued from the November 14th, 2017 meeting.)

Note that this item was continued at the November 14th, 2017 meeting. After speaking with both the Corporation Commission and ODOT, there are no notification or publication requirements for performing maintenance to the crossing. It appears the project has also met all the necessary obligations to make it eligible for reimbursement if future grant funding becomes available. Staff continues to investigate options as to potential reimbursement for maintenance within the railroad corridor. Staff is also talking with ODOT and investigating the option of stepping in and leasing the portion of corridor within Midwest City. This will enable Midwest City to maintain and use the corridor directly under ODOT guidelines. Staff does not anticipate having a definitive answer to either of these questions until ODOT has had ample time to review request.

Staff received a \$25,647.50 "estimate" for the above referenced project from MTZ Construction. Although this project was approved by the Capital Improvement Committee, public works crews provided some maintenance on the crossing a few months ago and have made the crossing more drivable. If it were the pleasure of the Council to defer this item, the additional time would enable staff the ability to go through the full bidding process. This may also provide time for ODOT to answer questions concerning subleasing the corridor and also re-imburement for maintenance

Action is at the discretion of the Council.



Patrick Menefee, P.E.
City Engineer

Attachments

3545 SW 37TH ST
 OKLAHOMA CITY, OK
 73119

Phone: (405) 202-6417
 Fax: (405) 686-0716
 E-mail: mtzconstruction2012@hotmail.com



Quotation

To:
Air Depot Crosswalk Detail

Date:
10/4/2017

City of Midwest City, OK
 100 N Midwest Blvd. 73110

| Item # | Description | Units | Quantity | Unit Price | Total |
|--------------|---------------------------------------|-------|----------|-------------|---------------------|
| | Removal of RR Pads and Ties | LS | 1 | \$ 7,000.00 | \$ 7,000.00 |
| | Excavation to 1.25' Below Top of rail | LS | 1 | \$ 7,500.00 | \$ 7,500.00 |
| | Concrete | CY | 14 | \$ 250.00 | \$ 3,500.00 |
| | Asphalt | TON | 8.5 | \$ 135.00 | \$ 1,147.50 |
| | Traffic Control | LS | 1 | \$ 4,000.00 | \$ 4,000.00 |
| | Mobilization | LS | 1 | \$ 2,500.00 | \$ 2,500.00 |
| Total | | | | | \$ 25,647.50 |

Quotation valid for 30 days.

Quotation prepared by: Conrado Martinez

This is a quotation on the goods named, subject to the conditions noted below:

Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return:

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Director of Economic Development

DATE: December 12, 2017

SUBJECT: Discussion and consideration of approving an ordinance amending the Midwest City Municipal Code, Chapter 28 – Miscellaneous, by amending Article VI, Weapons, Section 28 – 105 Hours Sales Firearms; Section 28 – 107 Discharge of Bows and Arrows; and Section 28 – 108 Pointing and Discharging Firearms, Etc.; providing for a Repealer and Severability.

There are two different parties interested in opening combat simulation businesses in our community: One party wants to occupy an abandoned industrial property and will use Air Soft equipment in a setting that is mostly indoors but also involves an outdoor Air Soft firing range; the other party proposes an indoor battlefield in a former department store suite using “Simunitions.” Once opened, these businesses may bring additional commerce to the city by attracting visitors in addition to offering limited retail sales.


The Zoning Ordinance most accurately identifies the proposed uses as Participant Recreation (See § 4.4.42 - 4.4.44): however, the equipment involved in both scenarios is in direct violation of Article VI, Chapter 28 of the Municipal Code, which forbids the discharge of *any* firearm. The Code also forbids pointing a weapon at another person.

If approved, the attached ordinance will open the door for the described businesses in addition to archery ranges and firing ranges, subject to review and approval by the Community Development Department (“CDD”). As part of the current review process, applicants are be required to submit plans and specifications describing the use of land and structures, operating hours and conditions and other information as required by the CDD. The CDD Director makes a determination as to whether the proposed use is in conformance with the Comprehensive Plan and is appropriate as outlined in §4.1 – 4.1.2 of the Zoning Ordinance. Building permits and inspections may also be necessary before a certificate of occupancy is issued.

The attached ordinance will also clean up parts of the code that appear to be obsolete: § 28-105 forbids firearm sales between the hours of 5:00 PM and 8:00 AM; and § 28-107 forbids archery ranges except for training exercises.

The City Attorney, Community Development, and Police Department have all reviewed this item and recommended its approval. Please contact my office (405) 739-1218 with any question.

Staff recommends approval.



Robert B. Coleman, Director of Economic Development

Attachment: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES -- MISCELLANEOUS, BY AMENDING ARTICLE VI, WEAPONS, SECTIONS 28-105 - HOURS SALES OF FIREARMS, 28-107 - DISCHARGE OF BOWS AND ARROWS AND 28-108 – POINTING AND DISCHARGING FIREARMS, ETC; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 28, Offenses - Miscellaneous, Article VI, Weapons, Sections 28-105, 28-107 and 28-108 are hereby amended to read as follows:

- A. Section 28-105. - Hours sales of firearms prohibited is amended as follows:
It shall be unlawful for any person to purchase, receive or accept in any manner, or to barter, sell or give away any pistol or revolver between the hours of **10:00** ~~5:00~~ p.m. and 8:00 a.m.
- B. Section 28-107. - Discharge of bows and arrows prohibited; exception.
It shall be unlawful for any person in the city to shoot or discharge any bow and arrow or erect a target or construct an archery range in the corporate limits of the city except where ~~classes have been organized and are under the direction of and supervised by qualified personnel. In no event will bows and arrows be shot or discharged or archery ranges constructed in any public park or residential area in the city, except as provided in subsection 30-2(e) with the approval of the city council.~~ **a certificate of occupancy has been issued by the Community Development Department for such purpose.**
- C. Section 28-108. - Pointing or discharging firearms, etc; **exceptions.**
- (a) Any device, other than an instrument of archery, designed, manufactured, either commercially or non-commercially to propel a projectile either by explosion, spring, air or any other method, shall be known as a firearm.
- (b) It shall be unlawful for any person to shoot or discharge any firearm within the corporate limits of this city, except where legal authority has been granted.
(1) Exception: Firing ranges and entertainment venues where a certificate of occupancy has been issued for such purpose by the Community Development Department.
- (c) It shall be unlawful for any person without legal authority to point, aim, or gesture toward any other person, any firearm or instrument of archery.
(1) Exception: Weapons specifically equipped to discharge non-metallic projectiles at a muzzle velocity of less than 400 feet per second may be used at entertainment venues where a certificate of occupancy for such purpose has been issued by the Community Development Department.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of November, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of November, 2017.

PHILIP A. 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 Council

From: Vaughn K. Sullivan, Public Works Director

Date: December 12, 2017

Subject: Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article I, In General, by amending Section 30-2(a), Acts prohibited in city parks; establishing an effective date; and providing for repealer and severability.

Staff is recommending an addition to the acts prohibited in city parks. This prohibition is being added to provide patrol officers the ability to write citations to those who drive vehicles, operate unauthorized equipment and ride horses on trails and grassy areas of the parks. The operation of motorized vehicles, various types of motorized equipment and the riding of horses off of the designated roadways has caused damage to lawns, landscapes and unimproved trails in the past. These types of activities also have the potential to put walkers, bicyclists and all other park patrons in harm's way.

These additional prohibitions have been reviewed by, and have the full support of, the Midwest City Police Department.

The Park Board unanimously recommended approval at their November 15, 2017 meeting.

Staff recommends approval.

Vaughn K. Sullivan, Public Works Director

Attachments: Redlined copy of the ordinance
Clean copy of the ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 30, PARKS AND RECREATION, OF THE MIDWEST CITY CODE, ARTICLE I, IN GENERAL, BY AMENDING SECTION 30-2 (A), ACTS PROHIBITED IN CITY PARKS; PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 2. That Chapter 30, Parks and Recreation, of the Midwest City Code, Article I, In General, Section 30-2 (A), Acts prohibited in city parks; penalty, be amended to read as follows:

Sec. 30-2. - Acts prohibited in city parks.

- (a) It shall be unlawful and an offense for any person or persons to commit any of the following acts in the public parks of the city:
- (1) Hitting golf balls.
 - (2) Moving or displacing rock, soil or gravel or digging holes.
 - (3) Damaging, destroying, displacing or removing trees, shrubs, picnic tables or picnic seats, signs, fences or any other public property including fire places, water lines or other public utilities.
 - (4) Dumping, depositing or leaving any bottles, broken glass, paper, boxes, cans, rubbish, waste, garbage, refuse or other trash except in proper receptacles.
 - (5) Taking part in activities involving throwing or otherwise propelling objects such as stones, arrows, javelins or model airplanes and other dangerous games except on the fields, courts or other areas provided therefore.
 - (6) Possessing any glass containers in any city park, recreation facility or pavilion.
 - (7) Operating unauthorized motorized vehicles off designated park roadways or on park trails. Such vehicles include, but are not limited to, automobiles, trucks, ATVs, motorcycles, scooters or golf carts.
 - (8) Participating in equestrian activity off of designated park roadways or on park trails.
- (b) No private enterprise, corporate enterprise or other business of any nature including, but not limited to, garage sales, bake sales, displays or solicitations of any kind may use any public park property for the purpose of conducting any business or enterprise except that any nonprofit or charitable organization, as defined by the statutes and laws of the State of Oklahoma and the United States, may conduct sales or other money generating activities for a charitable purpose upon application to and approval of the city manager or his designated representative. Nothing in this section shall prevent the City from permitting city-operated or city-sponsored programs and events, or organizations or individuals that lease city park property to operate, or cause to be operated, concessions or services as allowed under the terms and requirements as set out in the lease.
- (c) Nothing in this section shall prevent the city from leasing undeveloped, dedicated parkland to individuals or organizations under terms and conditions set out in a lease. Undeveloped parkland is defined as dedicated parkland which has not been improved for the use of or as a public park. All such leases shall terminate automatically upon the development of the subject park or upon notice by the city to the lessee that the subject park is to be developed.
- (d) Any person who violates or fails to comply with any provision or requirement of this section shall be deemed guilty of an offense.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after January 11, 2018.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of December , 2017.

THE CITY OF MIDWEST CITY, OKLAHOMA

Mathew Dukes., Mayor

ATTEST: _____

Sara Hancock, City Clerk

APPROVED as to form and legality this _____ day of December, 2017.

Philip Anderson, City Attorney



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: December 12, 2017

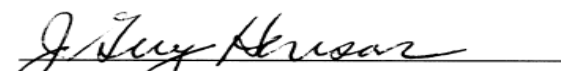
Subject: Discussion and consideration of approval of a resolution (1) approving the Trust Indenture creating the Midwest City Economic Development Authority (“Authority”); (2) approving and accepting beneficial interest for the City of Midwest City in the Authority; and (3) appointing Trustees of the Authority.

The attached resolution approves the Trust Indenture which creates the new Midwest City Economic Development Authority, approves and accepts beneficial interest for the City in the Authority, and appoints the Trustees of the Authority, who are the Mayor and Council members with the Mayor serving as Chair. It is contemplated that this Authority will handle financing of the Town Center Project, although it has broad powers to carry out other economic and community development projects and financings.

Also attached is the Trust Indenture of the Midwest City Economic Development Authority, which the resolution approves. A trust indenture has been called the constitution of a public trust, much like the charter is to a City, and sets forth its powers and the rules under which it will conduct business, including compliance with the Open Meeting Act.

After its creation, the Trustees of the Midwest City Economic Development Authority will determine at a meeting to be scheduled in the future the projects it wishes to advance and finance, including the Town Center Project financing, along with the terms of the financing.

An affirmative vote of five Councilmembers is required to approve this resolution.


J. GUY HENSON
City Manager

RESOLUTION NO. _____

A RESOLUTION (1) APPROVING THE TRUST INDENTURE CREATING THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY (“AUTHORITY”); (2) APPROVING AND ACCEPTING BENEFICIAL INTEREST FOR THE CITY OF MIDWEST CITY IN THE AUTHORITY; AND (3) APPOINTING TRUSTEES OF THE AUTHORITY.

WHEREAS, the City of Midwest City (“City”) desires to expand the City’s tax base, create and preserve employment opportunities and to foster, promote and enhance economic and community development within the City; and

WHEREAS, in furtherance thereof, the Midwest City Economic Development Authority (“Authority”) has been created by means of a Trust Indenture dated December 12, 2017 (“Trust Indenture”); and

WHEREAS, the Mayor and City Council of the City desire to approve the Trust Indenture, approve and accept beneficial interest for the City in the Authority, and appoint Trustees of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, that the Mayor and City Council of the City of Midwest City hereby approve the Trust Indenture of the Authority, approve and accept beneficial interest for the City in the Authority, and appoint the following persons as the original Trustees of the Authority:

Matt Dukes
Susan Eads
Pat Byrne
Rick Dawkins

Sean Reed
Christine Allen
Jeff Moore

ADOPTED AND APPROVED by the Mayor and City Council and signed by the Mayor of the City of Midwest City this _____ day of _____, 2017.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

APPROVED as to form and legality this day of December, _____2017.

Phil Anderson, City Attorney

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

TRUST INDENTURE

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of December 12, 2017, by J. Guy Henson, as Trustor acting solely in his official capacity as the duly appointed City Manager of the City of Midwest City (the “Trustor”), and the trustees, and their respective successors and assigns, Matt Dukes, the Mayor of the City of Midwest City, Oklahoma, Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen and Jeff Moore, being respectively the Councilmembers of the Council of the City of Midwest City, Oklahoma, and their successors and assigns, to be collectively known as the Trustees of the Midwest City Economic Development Authority (the “Trust”), and herein referred to as “Trustees.”

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property, real, personal or mixed, as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees thereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits and increases thereof unto said Trustees, and said Trustees’ successors and assigns, but nevertheless in trust, for the use and benefit of the City of Midwest City, Oklahoma (herein “City”, “Midwest City,” or “Beneficiary”), and upon the following trusts, terms and conditions herein stated.

**ARTICLE I
CREATION OF TRUST**

The undersigned Trustor creates and establishes this Trust for the use and benefit of the City to finance, operate, develop, construct, maintain, manage, market, and administer projects for investments and reinvestments, within or near Midwest City, in all lawful forms of economic and community development and redevelopment, and for any public functions and purposes with any public or private entity, as hereinafter set forth, including, but in no way limited to, functions or purposes allowed under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, inclusive, as amended and supplemented from time to time, the Oklahoma Trust Act, Title 60, Oklahoma Statutes 2011, Sections 175.1, *et seq.*, as amended and supplemented from time to time, and other applicable statutes of the State of Oklahoma, including, but not limited to, the provisions of the Local Development Act, codified at Title 62, Oklahoma Statutes 2011, Sections 850 to 869, inclusive, as amended and supplemented from time to time, and the Local Development Act’s enabling authority codified in Article 10, Section 6C, of the Oklahoma Constitution, the Municipal and County Economic and Community Development Bonds Act, (“Economic Development Act”) codified at Title 62, Oklahoma Statutes 2011, Sections 800 to 804, inclusive, as amended and supplemented from time to time, and the provisions of Article 10, Section 35, of the Oklahoma Constitution, and other economic or community development and redevelopment laws of the State of Oklahoma now in existence or hereinafter enacted. The specific citation to the Local Development Act or the Economic Development Act is in no way intended to limit the powers of the

Trust to engage in any activity permitted under the Oklahoma Trust Act or the laws of the State of Oklahoma in regard to public trusts. It is intended that this Trust be allowed and permitted to engage in any purpose or function permitted for a public trust under the laws of the State of Oklahoma, not just the purposes and functions noted and stated herein.

**ARTICLE II
NAME AND DEFINITIONS**

The name of this Trust shall be the “Midwest City Economic Development Authority,” hereinafter referred to as “Trust.” The Trustees shall conduct all business and execute all instruments, and otherwise perform their duties and functions in the execution of this Trust.

**ARTICLE III
PURPOSES OF TRUST**

With no intention to limit the broad powers of the Trust, the general purposes of this Trust are to facilitate, enable, operate, manage, market, administer, and finance all forms of economic or community development projects, within or near the City of Midwest City, without restriction as to whether the economic or community development projects benefits private or public entities, and further to do all things provided for or contemplated by Article I hereof. In accomplishing the broad powers of the Trust, the Trust may engage in any lawful activity authorized by the Oklahoma Public Trust Act, The Local Development Act, the Economic Development Act, and other applicable statutes of the State of Oklahoma, with or without the participation of other agencies or private entities, in the financing or development of all forms of economic and community development projects within or near the City of Midwest City. The Trustees, without limitation, may accomplish said purposes in any lawful manner by the expenditure and depletion of Trust revenues and the Trust Estate.

In furtherance of the aforesaid Trust purposes, the Trust may take any or all actions deemed necessary or appropriate by the Trustees, including but not limited to any one or more of the following:

(1) Funding and/or accomplishing the development or redevelopment of areas within the corporate limits of the City that are unproductive, undeveloped, underdeveloped, blighted, or exhibiting a state of economic stagnation or decline;

(2) Funding and/or accomplishing the demolition, clearance, assembly, preparation, rehabilitation, repair, refurbishing, erection, construction, and/or purchase of real or personal property, and/or public works or improvements, including but not limited to the acquisition and funding of furniture, fixtures, buildings, parking, parking lots, highways, streets, roads, bridges, utility infrastructure, traffic control systems and devices, telecommunications systems, parks, water distribution and supply systems, water detention and/or retention systems, curbing, sidewalks, common utility or service facilities, signage, landscaping, easements, or right of ways;

(3) Funding and/or accomplishing specific public investments in the funding of all kinds of economic or community development or redevelopment projects, financing costs, or expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred, including costs and expenditures associated with and/or incidental to planning, approval, and implementation of any economic or community development or redevelopment project, including, but not limited to interest paid to holders of evidences of indebtedness or other obligations issued to pay for economic or

community development or redevelopment costs, and premium(s) paid over the principal amount of the obligations because of the redemptions of the obligations before maturity, and including the funding for any interest on costs incurred, before, during and after construction of any project or aspect of any project, whether or not such costs are capitalized;

(4) Funding and/or accomplishing the organization of economic and community development or redevelopment projects, including, but not limited to the funding and performance of environmental impact studies or other impact studies, publicizing the consideration of the economic and community development or redevelopment projects, organizing and funding the costs incidental to the creation of tax increment districts, tax incentive districts, project areas, apportionment areas, enterprise zones or areas, reinvestment areas, and/or historic preservation areas;

(5) Funding and/or accomplishing projects in conservation, preservation and rehabilitation of reinvestment areas, historic preservation areas, or enterprise areas that are unproductive, undeveloped, underdeveloped or blighted;

(6) Funding and/or accomplishing improvements to a public utilities, streets, roads, alleys, or other public infrastructure;

(7) Funding and/or accomplishing the acquisition of any and all capital costs associated with economic and community development or redevelopment projects, including, but not limited to:

(a) the actual costs of the acquisition and construction of public works, public improvements, private improvements that are part of economic incentives authorized under the law, new public or private buildings, structures, and fixtures,

(b) the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing public or private buildings, structures, and fixtures;

(c) the actual costs of the acquisition of land and equipment for public works, public improvement and public buildings, and for private improvements or buildings that are part of economic incentives authorized by law;

(d) the actual costs of clearing and grading of such land and any environmental remediation related to any such projects;

(e) the costs associated with any relocation associated with the economic or community development or redevelopment project or plan, to the extent that the City or other governmental entity determines that relocation costs shall be paid, or are required to be paid by federal or state law;

(8) Funding the costs and/or the accomplishing the procurement or acquisition of professional services, including, but not limited to costs and procurement of architectural, planning, engineering, legal and financial advice and services;

(9) Funding the direct administrative costs, including reasonable charges for the time spent by employees of the City, the Trust, or other involved public entity in connection with the implementation of an economic or community development or redevelopment project plan, or the reasonable charges for

time spent by employees of private entities under contract with the City or the Trust for project plan or implementation;

(10) Funding all or a portion of the City's (or any other taxing entity within the corporate limits of the City of Midwest City) capital costs resulting from the development or redevelopment project necessarily incurred or to be incurred in furtherance of the objective of any lawful economic or community development or redevelopment plan or project, to the extent the governing body of the taxing entity, by written agreement, accepts and approves such costs;

(11) Funding the costs associated with determining or redetermining the base assessed value of any tax increment or tax incentive district;

(12) Coordinating the expenditure of revenues on or for economic or community development or redevelopment projects with the City or any other governmental entity that maybe involved;

(13) Leasing to or from the City and/or any involved governmental entity, and/or subleasing to or from the City and/or any involved governmental entity, any lands, sites, buildings, facilities and/or other properties (real, personal and/or mixed);

(14) Holding, maintaining and administering any fee, leasehold or other rights in and to physical properties (real, personal or mixed) granted, donated, conveyed, or demised to the Trust and/or the Beneficiary and complying with the terms and conditions of any such grant, donation, conveyance, or lease;

(15) Entering into all manner of contracts and agreements, and take any and all actions necessary to accomplish any of the purposes or actions set forth herein;

(16) Funding any or all items, articles, costs or expenses incidental or related in any way to the aforesaid purposes or actions, including without limitation the funding of incidental or related administrative costs of the City and the Trust; and, the aforesaid incidental or related items, articles, costs and/or expenses may also include, without limitation, any or all incidental or related administrative costs, architectural costs, engineering costs, consulting costs, financial advisory costs, demolition costs, legal costs, costs of tort claims, judgments, and/or principal and interest on bonds, notes or other obligations issued by the Trustees for the purpose of economic or community development or redevelopment;

(17) Issuing bonds, notes or other obligations deemed necessary or appropriate by the Trustees for the funding or accomplishment of any one or more of the aforesaid purposes or actions and providing funding for all costs associated with issuing bonds, notes, or other obligations, including fees for bond guarantees, letters of credit and bond insurance;

(18) Acquiring by lease, purchase, production, reduction to possession or otherwise, and planning, establishing, developing, constructing, enlarging, improving, extending, maintaining, remodeling, renovating, repairing, equipping, operating, furnishing, providing, supplying, regulating, holding, storing and/or administering any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits, and any other thing of value, designated or needful for utilization in accomplishing, furnishing and/or providing or supplying the aforementioned purposes or actions and/or any services, lands, sites, buildings and/or facilities, or necessary or appropriate for the accomplishment

or funding of any one or more of the aforesaid purposes or actions; entering into leases, contracts, lease-purchase contracts and/or any other agreements deemed necessary or appropriate by the Trustees in the funding and/or accomplishment of any one or more of the foregoing purposes or actions and complying with the terms and conditions of any such leases, lease-purchase contracts or other agreements made in connection therewith and/or related in any way to acquiring, administering, planning, establishing, developing, constructing, enlarging, improving, extending, maintaining, remodeling, renovating, repairing, equipping, operating, furnishing, providing, supplying, regulating, holding, storing and/or disposing of any of the aforesaid properties; and relinquishing, disposing of, renting or otherwise making provisions for properties owned or controlled by the Trust but no longer needful for Trust purposes;

(19) Funding the cost of financing, acquiring, constructing, purchasing, leasing, equipping, maintaining, remodeling, renovating, repairing, improving, extending, enlarging, holding, storing, operating and/or administering any or all of the aforesaid services, utilities, buildings, facilities and all properties (real, personal or mixed) needful for the execution and the fulfillment of the Trust purposes as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith, and in so doing incur indebtedness, either unsecured or secured (to the extent permitted by law) by all or any part of the Trust Estate and its revenues;

(20) To further, or to provide funds for the furtherance of any authorized or proper function of the City of Midwest City by assisting or supporting any Tax Increment Financing District, Economic Development District, Project, or Plan, the Midwest City Urban Renewal Authority, or any other public trust or trusts created under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176, et seq., as amended, the Beneficiary of which is the City of Midwest City, or in the performance of the carrying out and effecting any of the aforesaid purposes, or any one or more of the purposes for which such other trust, or trusts has or have been created; to enter into an agreement or agreements with any such other trust, trusts, or entities, to comply with the terms and conditions of such agreement or agreements, and to secure by all or any part of the revenues of the Trust the performance by the Trust of its obligations under any such agreement or agreements; and to provide funds for rendering assistance or support to any such other trust, trusts, or entities, and for the carrying out by the Trustees the obligations of the Trust under any such agreement or agreements, and for all charges, costs and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the revenues of the Trust;

(21) To further, or to provide funds for the furtherance of, any authorized or proper function or purpose of the Trust or its beneficiary, the City of Midwest City, including any Tax Increment Financing District, Economic or Community Development District, Project, or Plan, the Midwest City Urban Renewal Authority, or any other public trust or trusts created under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176, et seq., as amended, the Beneficiary of which is the City of Midwest City, by financing, assisting or supporting any economic or community development purpose or project, including the issuance and sale of bonds, loans, notes or other financing options, as authorized and permitted under, but in no way limited to, the Municipal and County Economic and Community Development Bonds Act, codified at Title 62, Oklahoma Statutes 2011, Section 801 to 804, inclusive, as amended or supplemented from time to time, including the performance of the carrying out and effecting any of the aforesaid purposes, or any one or more of the purposes for which such other trust, or trusts has or have been created; to enter into an agreement or agreements with any such other trust, trusts, or entities, to comply with the terms and conditions of such agreement or agreements, and to secure by all or any part of the revenues of the Trust the performance by the Trust of its obligations under any such

agreement or agreements; and to provide funds for rendering assistance or support to any such other trust, trusts, or entities, and for the carrying out by the Trustees the obligations of the Trust under any such agreement or agreements, and for all charges, costs and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the revenues of the Trust;

(22) To further, or to provide economic or community development incentives for the furtherance of any authorized or proper purpose, procedure, or function, and to carry out any duty or power authorized under the Local Development Act, codified at Title 62, Oklahoma Statutes 2011, Sections 850 to 869, inclusive, as amended or supplemented from time to time, and/or the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, codified at Title 62, Oklahoma Statutes 2011, Sections 840 to 847, as amended or supplemented from time to time, in any lawful manner, including but not limited to the issuance of loans, bonds, or notes, and by assisting or supporting the creation, expansion, development, and financing of any Tax Increment Financing District, Economic Development District, Project, or Plan, the Midwest City Urban Renewal Authority, or any other public trust or trusts created under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176, et seq., as amended, the Beneficiary of which is the City of Midwest City, or in the performance of the carrying out and effecting any of the aforesaid purposes, or any one or more of the purposes for which such other trust, or trusts has or have been created; to enter into an agreement or agreements with any such other trust, trusts, or entities, to comply with the terms and conditions of such agreement or agreements, and to secure by all or any part of the revenues of the Trust the performance by the Trust of its obligations under any such agreement or agreements; and to provide funds for rendering assistance or support to any such other trust, trusts, or entities, and for the carrying out by the Trustees the obligations of the Trust under any such agreement or agreements, and for all charges, costs and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the revenues of the Trust;

(23) Developing, redeveloping, expanding, improving, financing, refinancing and advancing the Town Center Project in the City; and

(24) Expending all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any of the aforesaid items, articles, costs and/or expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and distributing the residue and remainder of such funds, if any, to the Beneficiary or to such other person as may be required or authorized by law.

ARTICLE IV DURATION OF TRUST

Unless sooner terminated as hereinafter provided, the Trust shall have a duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled.

ARTICLE V THE TRUST ESTATE

The Trust Estate shall consist of:

(1) The money and/or other properties (real, personal or mixed, of whatever nature and wherever situated) presently in the hands of the Trustees or hereafter acquired or constructed by the Trustees and dedicated by the Trustor and/or others to be used for the purposes of the Trust;

(2) Any and all fee, leasehold and/or other rights granted, donated, conveyed, or demised to the Trustees by the Beneficiary and/or by others as authorized and empowered by law; and

(3) Any and all money, properties (real, personal or mixed), rights, chooses-in- action, contracts, leases, privileges, immunities, licenses, franchises, benefits and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture or in the execution thereof.

The instruments executed for each issuance of Trust bonds and other indebtedness shall set out the specific property of the Trust Estate pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI THE TRUSTEES AND SUPPORT PERSONNEL

(1) The Trustees of this Trust shall be citizens and residents of the Beneficiary and the State of Oklahoma, who are the persons presently constituting the Mayor and members of the governing body of the Beneficiary, and who have executed this instrument, and the persons who shall be their successors as Mayor and members of said governing body of said Beneficiary, and each such successor in office shall without any further act, deed or conveyance, automatically become Trustees of this Trust and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. In the event that the present Mayor or any present member of the governing body of the Beneficiary shall fail to execute this Trust Indenture prior to acceptance of the beneficial interest by the City, they or their successors in office may become trustees by the execution and filing with the City Clerk of a written acceptance of the office of Trustee and such person shall thereupon be vested with all the estate, properties, rights, powers, duties and obligations of a Trustee as if having originally executed this instrument.

(2) The person who shall be the Mayor of the Beneficiary shall automatically become the Chair of the Trustees and shall preside at all meetings and perform other duties designated by the Trustees. The Vice-Mayor of the Beneficiary shall serve as Chair during the absence or disability of the Mayor. In the event of the absence or disability of both the Mayor and Vice-Mayor or the failure of both the Mayor and Vice-Mayor to become a Trustee, the Trustees shall elect from their body an acting Chair. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture.

(3) At their first meeting, and any time thereafter, the Trustees may adopt bylaws and/or rules of procedure to govern the conduct of meetings of the Trust. Any such bylaws or rules of procedure may be amended from time-to-time as deemed necessary or appropriate by the Trustees.

(4) The person who shall be the City Clerk of the Beneficiary shall act as Secretary of the Trustees. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their transactions, all such minutes, books and records to be on file in the office of the Trust; provided, all records of financial transactions shall be kept and maintained by the Finance Director of the Beneficiary, who shall be deemed an Assistant Secretary to the Trust for purposes of keeping and maintaining said financial records. All meetings of the Trustees shall be open to the public to the extent provided by the Oklahoma Open Meeting Act, as amended. The bonds, records and minutes of the Trustees shall be considered as public records and available for inspection at all times

by any interested party to the extent provided by the Oklahoma Open Records Act, as amended.

(5) The General Manager of the Trust shall be the City Manager of the City of Midwest City, or his or her designee. The General Manager, or designee, shall administer the business of the Trust Estate as directed from time-to-time by the Trustees. The General Manager's designee should be a person with sufficient experience or expertise in municipal finance matters to administer and perform the purposes of this Trust.

(6) The Trustees may employ or engage, as employees, independent contractors or otherwise, such persons or firms providing clerical, professional, legal and/or technical assistance, including but not limited to financial advisors, as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation. Such employed or engaged person may be a person who is an officer or employee of the Beneficiary, in which event such officer or employee shall not receive compensation from the Trust Estate. The said General Manager shall administer the business of the Trust Estate as directed from time-to-time by the Trustees.

(7) The City Attorney of the Beneficiary shall conduct all actions and proceedings wherein the Trust shall be party plaintiff or defendant, or otherwise a party in interest. He or she shall be legal advisor to the Trustees, the General Manager, the Secretary, and the Assistant Secretary in relation to their duties, and shall perform such other duties not inconsistent herewith as may be required of him or her. The Trust shall also be authorized to employ special legal counsel as deemed necessary or appropriate by the Trustees to supplement the legal services provided by the City Attorney, and the expense of any such special legal counsel may be paid from Trust revenues as deemed necessary or appropriate by the Trustees.

(8) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees, or Receiver, shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees, or Receiver, shall be appointed and operate the Trust Estate and provide for compensation to be paid and the appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(9) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiary hereof, nor personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trust payable solely from the Trust Estate to the extent authorized by law.

(10) The Trustees, the State of Oklahoma, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate to the extent authorized by law or to so much thereof as may be necessary to discharge such liability or obligation.

(11) Notwithstanding any other provision of this Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

**ARTICLE VII
POWERS AND DUTIES OF THE TRUSTEES**

Subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(1) To enter into and execute, purchase, lease, or otherwise acquire property (real, personal or mixed), contracts, leases, rights, privileges, benefits, choses-in-action, or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness, or otherwise.

(2) To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all of the property in the Trust, real, personal or mixed; to borrow money, or renew loans for the Trust, to refund outstanding bonded indebtedness and to execute therefor evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, and lease land and other property to and from the Beneficiary or others and to construct, improve, repair, extend, remodel, and equip utilities or buildings and facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United States of America or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things provided for in Article III of this Trust Indenture, and procure funds necessary for such purposes by the sale of bonds or other evidences of indebtedness and secure the payment of such bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance of such real and personal property, utilities, buildings and facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

(3) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; and to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(4) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, political subdivision, government or sovereignty; and, without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds,

debentures, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deeds of trust or otherwise, upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do.

(5) To collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes as set out herein.

(6) To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom, and/or for accomplishing or furthering the Trust purposes.

The whole title, legal and equitable, to the Trust property (real, personal and mixed) is and shall be vested in the Trustees, as such title in the Trustees is necessary for their due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the Trust properties for the use and benefit of the Beneficiary.

The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary, or proper, and pay for the same as they see fit.

The Trustees may employ such agents, servants, employees and/or contractors as they deem necessary and proper, and shall prescribe their duties and fix their compensation at such amounts, as is customary and normal in the operation of the Trust business; and select depositories for the funds and securities of this Trust.

The Trustees may compromise any debts or claims of or against the Trust, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise, and may pay any debts or claims against the Trust upon any evidence that seems to the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect the interests of the Trust, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion and to the extent authorized or required by law, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of Trust assets, together with court costs and attorney fees. All such expenditures shall be treated as expenses of executing this Trust.

No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental moneys arising therefrom.

ARTICLE VIII BENEFICIARY OF TRUST

(1) The sole and only Beneficiary of this Trust shall be the City of Midwest City, Oklahoma, a municipal corporation, under and pursuant to Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, both inclusive, as amended, and other statutes of the State of Oklahoma as presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof, or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on

behalf of, or binding upon the Trustees or upon the Trust Estate, nor right to control or direct the actions of the Trustees pertaining to the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate.

**ARTICLE IX
TERMINATION OF TRUST**

This Trust shall terminate when the purposes set out in Article III of this instrument shall have been fully executed, as determined by both the Trustees and the governing body of the Beneficiary; and, upon satisfaction of the requirements of Title 60, Oklahoma Statutes 2011, Section 180, as it currently exists or may hereafter be amended or superseded; provided, this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to settle the affairs of this Trust, and after payment of all debts and obligations out of the Trust estate to the extent thereof, shall distribute the residue of the money and Trust property to the Beneficiary hereunder or to such other person or persons as may be required by law. Upon final distribution, the powers, duties and Trust of the Trustees hereunder shall cease.

**ARTICLE X
ACCEPTANCE OF TRUST**

The Trustees accept the Trust herein created and provided for, accept the office of Trustee, and agree to carry out the provisions on their part to be performed.

IN WITNESS WHEREOF, the Trustor and the Trustees approve and agree to all contained herein, and as evidence thereof have hereunto and hereinafter set their hands effective on the day and year indicated on the first page of this Trust Indenture.

TRUSTOR EXECUTION AND ACKNOWLEDGEMENT

Execution:

J. Guy Henson, City Manager, City of Midwest City Trustor

Acknowledgement:

STATE OF OKLAHOMA)
)ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this ____ day of December, 2017, personally appeared J. Guy Henson in his official capacity as City Manager of the City of Midwest City, Oklahoma, to me known to be the identical person who executed the within and foregoing instrument as Trustor and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____ My Commission Number: _____

TRUSTEE EXECUTION AND ACKNOWLEDGEMENT

Execution:

Matt Dukes, Trustee

Acknowledgement

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of December, 2017, personally appeared Matt Dukes, to me known to be the identical persons who executed the within and foregoing instrument as Trustee and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee of the Midwest City Economic Development Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____ My Commission Number: _____

TRUSTEE EXECUTION AND ACKNOWLEDGEMENT

Execution:

_____)
Susan Eads, Trustee

Acknowledgement:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this ___ day of December, 2017, personally appeared Susan Eads, to me known to be the identical persons who executed the within and foregoing instrument as Trustee and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee of the Midwest City Economic Development Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission expires: _____ My Commission Number: _____

TRUSTEE EXECUTION AND ACKNOWLEDGEMENT

Execution:

_____)
Pat Byrne, Trustee

Acknowledgement:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this ___ day of December, 2017, personally appeared Pat Byrne, to me known to be the identical persons who executed the within and foregoing instrument as Trustee and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee of the Midwest City Economic Development Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission expires: _____ My Commission Number: _____

TRUSTEE EXECUTION AND ACKNOWLEDGEMENT

Execution:

Rick Dawkins, Trustee

Acknowledgement:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of December, 2017, personally appeared Rick Dawkins, to me known to be the identical persons who executed the within and foregoing instrument as Trustee and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee of the Midwest City Economic Development Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission expires: _____ My Commission Number: _____

TRUSTEE EXECUTION AND ACKNOWLEDGEMENT

Execution:

Sean Reed, Trustee

Acknowledgement:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of December, 2017, personally appeared Sean Reed, to me known to be the identical persons who executed the within and foregoing instrument as Trustee and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee of the Midwest City Economic Development Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission expires: _____ My Commission Number: _____



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: December 12, 2017

SUBJECT: Discussion and consideration of extending the existing agreement on file with the City of Choctaw, to provide emergency animal control services for the remainder of fiscal year 2017-18 through June 30, 2018 and approve the Town of Forest Park from December 31, 2017 through June 30, 2018.

The agreement with the City of Choctaw for fiscal year 2017-18 was approved at the May 9, 2017 Council meeting and notice was given on July 26, 2017 to amend this agreement to end the agreement on December 31, 2017. The Town of Forest Park agreement was submitted for the August 8, 2017, but was pulled from that agenda. The Town of Forest Park agreement is included with the City of Choctaw's previously approved agreement. The Regional Animal Welfare Discussion Group of Eastern Oklahoma County group members have held several meetings concerning future ideas for changes to the current animal welfare system.

The City of Midwest City has made a decision to amend this Agreement to provide emergency animal control services for the City of Choctaw for the remainder of the fiscal year 2017-18 through June 30, 2018 and for the Town of Forest Park from December 31, 2017 through June 30, 2018.

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

Brandon Clabes
Chief of Police

Attachment: Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement, effective on the ____ day of _____, 20____, 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, 2018. 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 remaining fiscal year

(December 31, 2017 through June 30, 2018). 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 Council of the City of Choctaw, Oklahoma, have approved and executed this Agreement on the ____ day of _____, 20__.

CITY OF CHOCTAW

Mayor

ATTEST:

City Clerk

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

City Attorney

Approved by the Council of Midwest City, Oklahoma this ____ day of _____, 20__.

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

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement, effective on the ____ day of _____, 20____, by and between the **Town of Forest Park**, hereinafter referred to as “Forest Park” and the City of Midwest City, a municipal corporation, hereinafter referred to as “Midwest City”.

WITNESSETH:

WHEREAS, Forest Park 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 Forest Park; 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 Forest Park.

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 Forest Park, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Forest Park shall provide a Forest Park police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Forest Park.
3. Forest Park 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. Forest Park 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 Forest Park 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 Forest Park. The City of Forest Park 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 Forest Park through the following 30th day of June, 2018. 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 remaining fiscal year (December 31, 2017 through June 30, 2018). This Agreement may be renewed from year to year.

5. Forest Park shall hold Midwest City harmless from any liability whatsoever arising from Midwest City's provision of Animal Control services to Forest Park. Nothing in this paragraph shall be deemed a waiver by Forest Park 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 Council of the Town of Forest Park, Oklahoma, have approved and executed this Agreement on the ____ day of _____, 20__.

TOWN OF FOREST PARK

Mayor

ATTEST:

City Clerk

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

City Attorney

Approved by the Council of Midwest City, Oklahoma this ____ day of _____, 20__.

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



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: December 12, 2017

SUBJECT: Discussion and consideration of extending the existing agreements on file with the Cities of Choctaw, Harrah, Nicoma Park and the Town of Jones to provide animal care services for the remainder of fiscal year 2017-18 through June 30, 2018 and approve the Town of Forest Park from December 31, 2017 through June 30, 2018.

These agreements for fiscal year 2017-18 were approved at various Council meetings from May 2017 – July 2017 and notice was given on July 26, 2017 to amend these agreements to end the agreements on December 31, 2017. The Town of Forest Park agreement was submitted for the August 8, 2017, but was pulled from that agenda. This item is included with the other agreements previously approved. The Regional Animal Welfare Discussion Group of Eastern Oklahoma County group members' have held several meetings concerning future ideas for changes to the current animal welfare system.

The City of Midwest City has made a decision to amend these Agreements to provide animal care services for the Cities of Choctaw, Harrah, Nicoma Park and the Town of Jones for the remainder of the fiscal year 2017-18 through June 30, 2018 and the Town of Forest Park from December 31, 2017 through June 30, 2018.

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

Brandon Clabes
Chief of Police

Attachments: 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 Sunday through Saturday 8:00 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 8:00 a.m. to 6:00 p.m., Sunday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
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. Midwest City agrees that it will not release any dog or cat entrusted to it until the party receiving the dog or cat shall have complied with all the Oklahoma state statutes relating to vaccination. A vaccination receipt or a DVM's written or verbal acknowledgment is deemed compliance with the requirement for rabies vaccination.
- 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. Municipality agrees that any fees incurred beyond the normal scope of Midwest City Animal Welfare policies and/or City of Midwest City ordinances are to be collected by Municipality from the person reclaiming the animal. 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 plus payment of charges as set forth in paragraph 6:

- a. One hundred and five dollars (\$105.00) per animal for dogs and cats. This fee includes up to seven (7) days of boarding as outlined in paragraph 6. There shall be an additional ten dollar (\$10.00) disposal fee for any animal that is not adopted or redeemed.
- b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollars (\$20.00) per sick/injured animal for euthanasia. There shall be an additional ten dollar (\$10.00) fee for any animal that Municipality wants Midwest City to dispose of after being euthanized.
- d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulated animals (D/A).
- e. Fifteen dollars (\$15.00) for incineration, or disposal of dead unguated animals (D/A).

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 remaining fiscal year (December 31, 2017 – June 30, 2018). 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.

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 the governing body of _____, Oklahoma, on this _____ day of _____, 20____.

CITY OF CHOCTAW

Mayor

ATTEST:

City Clerk

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

City Attorney

**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 Harrah**, 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 Sunday through Saturday 8:00 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 8:00 a.m. to 6:00 p.m., Sunday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
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. Midwest City agrees that it will not release any dog or cat entrusted to it until the party receiving the dog or cat shall have complied with all the Oklahoma state statutes relating to vaccination. A vaccination receipt or a DVM's written or verbal acknowledgment is deemed compliance with the requirement for rabies vaccination.
- 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. Municipality agrees that any fees incurred beyond the normal scope of Midwest City Animal Welfare policies and/or City of Midwest City ordinances are to be collected by Municipality from the person reclaiming the animal. 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 plus payment of charges as set forth in paragraph 6:

- a. One hundred and five dollars (\$105.00) per animal for dogs and cats. This fee includes up to seven (7) days of boarding as outlined in paragraph 6. There shall be an additional ten dollar (\$10.00) disposal fee for any animal that is not adopted or redeemed.
- b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollars (\$20.00) per sick/injured animal for euthanasia. There shall be an additional ten dollar (\$10.00) fee for any animal that Municipality wants Midwest City to dispose of after being euthanized.
- d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulated animals (D/A).
- e. Fifteen dollars (\$15.00) for incineration, or disposal of dead ungulated animals (D/A).

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 remaining fiscal year (December 31, 2017 – June 30, 2018). 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.

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 the governing body of _____, Oklahoma, on this _____ day of _____, 20____.

CITY OF HARRAH

Mayor

ATTEST:

City Clerk

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

City Attorney

**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.

"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 Sunday through Saturday 8:00 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 8:00 a.m. to 6:00 p.m., Sunday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
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. Midwest City agrees that it will not release any dog or cat entrusted to it until the party receiving the dog or cat shall have complied with all the Oklahoma state statutes relating to vaccination. A vaccination receipt or a DVM's written or verbal acknowledgment is deemed compliance with the requirement for rabies vaccination.
- 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. Municipality agrees that any fees incurred beyond the normal scope of Midwest City Animal Welfare policies and/or City of Midwest City ordinances are to be collected by Municipality from the person reclaiming the animal. 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 plus payment of charges as set forth in paragraph 6:

- a. One hundred and five dollars (\$105.00) per animal for dogs and cats. This fee includes up to seven (7) days of boarding as outlined in paragraph 6. There shall be an additional ten dollar (\$10.00) disposal fee for any animal that is not adopted or redeemed.
- b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollars (\$20.00) per sick/injured animal for euthanasia. There shall be an additional ten dollar (\$10.00) fee for any animal that Municipality wants Midwest City to dispose of after being euthanized.
- d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulated animals (D/A).
- e. Fifteen dollars (\$15.00) for incineration, or disposal of dead ungulated animals (D/A).

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.*

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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 remaining fiscal year (December 31, 2017 through June 30, 2018). 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.

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 the governing body of _____, Oklahoma, on this _____ day of _____, 20____.

TOWN OF JONES

Mayor

ATTEST:

City Clerk

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

City Attorney

**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 Nicoma Park**, 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:

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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 Sunday through Saturday 8:00 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 8:00 a.m. to 6:00 p.m., Sunday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
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. Midwest City agrees that it will not release any dog or cat entrusted to it until the party receiving the dog or cat shall have complied with all the Oklahoma state statutes relating to vaccination. A vaccination receipt or a DVM's written or verbal acknowledgment is deemed compliance with the requirement for rabies vaccination.
- 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. Municipality agrees that any fees incurred beyond the normal scope of Midwest City Animal Welfare policies and/or City of Midwest City ordinances are to be collected by Municipality from the person reclaiming the animal. 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 plus payment of charges as set forth in paragraph 6:

- a. One hundred and five dollars (\$105.00) per animal for dogs and cats. This fee includes up to seven (7) days of boarding as outlined in paragraph 6. There shall be an additional ten dollar (\$10.00) disposal fee for any animal that is not adopted or redeemed.
- b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollars (\$20.00) per sick/injured animal for euthanasia. There shall be an additional ten dollar (\$10.00) fee for any animal that Municipality wants Midwest City to dispose of after being euthanized.
- d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulated animals (D/A).
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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

Approved by the governing body of _____, Oklahoma, on this _____ day of _____, 20____.

CITY OF NICOMA PARK

Mayor

ATTEST:

City Clerk

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

City Attorney

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

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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 the governing body of _____, Oklahoma, on this _____ day of _____, 20____.

TOWN OF FOREST PARK

Mayor

ATTEST:

City Clerk

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

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 Council

From: Vaughn K. Sullivan, Public Works Director

Date: December 12, 2017

Subject: Discussion and consideration of appointing a new member to the Midwest City Tree Board for three-year terms ending on November 10, 2020.

As you may recall from the last meeting, Ms. Lou Atkinson and Mr. Bob Davis, for different personal reasons, need to step down from the Tree Board. One position remains open.

Ms. Lou Atkinson was a ward 3 appointment and Mr. Davis was a Ward 2 appointment. The current Tree Board members include: Margie Humdy from Ward 1; Suzi Byrne from Ward 2; and Grace Sullivan, Sherri Anderson, and Sherry Beaird from Ward 6.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Public Works Director



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

From: Vaughn K. Sullivan, Public Works Director

Date: December 12, 2017

Subject: Discussion and consideration of appointing a new member to the Midwest City Park and Recreation Board for a three-year term ending on November 10, 2020.

On September 26, 2017, Mr. Frank Young's term on the Park and Recreation Board expired. Mr. Young does not wish to serve another term.

Mr. Young was a ward 1 appointment. The current Park and Recreation Board members include: Taiseka Adams, Aaron Budd, and David Clampitt from Ward 2; Jeremy Griffin from Ward 3; Casey Hurt from Ward 4; and John Manning from Ward 6.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM

TO: Honorable Mayor and Council

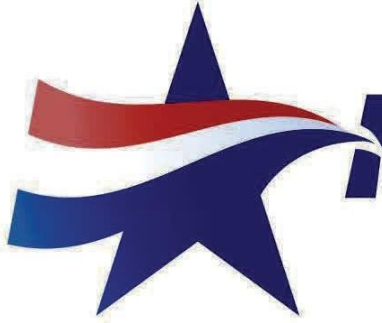
FROM: J. Guy Henson, City Manager

DATE: December 12, 2017

SUBJECT: Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session.

This item has been placed on the agenda to provide the Council with an opportunity to conduct an evaluation of my performance as City Manager over the past year. Action is at the Council's discretion.

J. Guy Henson, AICP
City Manager



MIDWEST CITY

Where the Spirit Flies High

MUNICIPAL AUTHORITY
AGENDA

MIDWEST CITY, OK



ANNIVERSARY

EST 1942



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

December 12, 2017 - 7:01 PM

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.

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 28, 2017, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of approving and entering into a Sponsorship and Marketing Consulting Agreement with STAAR Solutions in the amount of \$3,000 plus sponsorship sales commissions to effectively assist the City of Midwest City in achieving its goals and initiatives for the 2018 Made in Oklahoma Fest. (Parks and Recreation - F. Gilles)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.





DISCUSSION ITEMS



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

November 28, 2017 – 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.

Chairman Matt Dukes called the meeting to order at 6:51 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for November 28, 2017.

The Trustees had no questions or comments for the Staff.

Chairman Dukes adjourned the meeting at 6:52 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Midwest City Municipal Authority Minutes

November 28, 2017 – 7:01 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 8:52 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: None.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 14, 2017, both as submitted.** Dawkins made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2017.** Eads made a motion to accept the report, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

New Business/Public Discussion.

There was no new business or public discussion.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 8:53 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
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8730 S.E. 15th Street,
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O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Chairman and Trustees
Midwest City Municipal Authority

From: Vaughn K. Sullivan, Public Works Director

Date: December 12, 2017

Subject: Discussion and consideration of approving and entering into a Sponsorship and Marketing Consulting Agreement with STAAR Solutions in the amount of \$3,000 plus sponsorship sales commissions to effectively assist the City of Midwest City in achieving its goals and initiatives for the 2018 Made in Oklahoma Fest.

STAAR Solutions brings certified IEG experience in sponsorship consulting, valuation, measurement and strategy. STAAR will assist the Parks and Recreation Department in successfully planning and integrating new events and offerings into the festival with final authority remaining with the Parks and Recreation Department. STAAR will work alongside the Parks and Recreation staff to recreate a comprehensive sponsorship campaign that includes sales sheets, sales prospectus, contract agreement forms, promotional items and related support collaterals during the course of planning and executing the festival. STAAR will help to create successful sponsor levels that include sought after benefits to encourage sales. STAAR will jointly sell sponsorships and potentially exhibit booths along with the Parks and Recreation staff. STAAR will work to coordinate the sales, contracting, and sponsorship deliverables oversight process.

Staff recommends approval.

Vaughn K. Sullivan
Public Works Director

Attachment: Agreement with attachments



November 30, 2017

This letter will set forth the terms and conditions of the sponsorship and marketing support arrangement between you, acting through the City of Midwest City Parks and Recreation Department and STAAR Solutions ("STAAR") whereby Chris Moler dba STAAR Solutions L.L.C. agrees to act as a third party management consultant and sponsorship sales representative on behalf of The Made in Oklahoma Fest scheduled for June 16, 2018.

The following is a list of anticipated support services and accompanying payments:

- 1) **Support for re-creation of a comprehensive sponsorship campaign.** STAAR will support the City of Midwest City in reviewing and making necessary revisions to include all rebranding information in the 2018 sponsorship campaign. The campaign will consist of a set of sales sheets, sales prospectus and contract agreement forms, promotional items and related support collaterals during the course of planning and executing the festival event. STAAR Solutions will receive a stipend payment of \$3,000 for the above services mentioned to support staff management and support costs over the next year.
- 2) **Coordination of Sale of Sponsorships.** STAAR Solutions will take the lead on the sale of all sponsorships and support the sale of exhibit booths in coordination with the City of Midwest City. It is understood that some exhibitors are renewals by the City of Midwest City and that STAAR Solutions will not contact these individual companies unless requested to do so.
- 3) **Commission for Sale of Cash Sponsorships.** The City of Midwest City will pay STAAR Solutions the following commission structure:
 - a. Twenty percent (20%) commission of all cash sponsorships sold by STAAR.
 - b. Fifteen percent (15%) commission for each agreed and contracted Value In Kind (barter-trade) sponsorship.
 - c. Ten percent (10%) commission for each agreed and contracted media and marketing related sponsorship sold through the City of Midwest City in support of the Festival.
 - d. Twenty percent (20%) commission of exposition (trade show vendor) which includes trade booths that are not part of an actual sponsorship but are in trade for a support service. STAAR will take a more active role in the management of tradeshow vendors to support the City of Midwest City.
 - e. Such commission will be paid within 20 business days upon receipt by the City of Midwest City of the full sponsorship payment or, if sponsorship payments are made in installments, the payment will be made within 20 business days as a percentage of the installment amount received.
 - f. VIK individual sponsorship commission will not exceed \$4,000 for any single sponsorship. VIK sponsorships may be for budget relieving items such as printing, food services, generators, sound and light equipment, staging, tenting, audio/visual contractor, complimentary products or other negotiated barter or trade services. VIK values and limits are set by the sponsor, not by the City of Midwest City or STAAR.

- g.** Media sponsorship individual commissions will not exceed a payment of \$3,000 for each media sponsorship agreement regardless of the level of value over \$30,000. Media values and limits are set by the sponsor, not by the City of Midwest City or STAAR.

- 4) Sponsorship Account Protection.** STAAR Solutions will reserve the right to maintain account protection for the 2019 Made in Oklahoma Fest for all contacts initiated and sold by STAAR within the 2018 Made in Oklahoma Fest if retained by the City of Midwest City to support the 2017 event. This also includes account protection, as per previous agreements, for the sale of sponsorships and vendor booths sold in 2017 and prior years.

- 5) Sponsorship Contacts.** There may be times when a City of Midwest City representative may work directly with STAAR to secure an entree and/or meeting, and possibly attend the meeting to assist with the closing of the actual sponsorship agreement. This is to execute the initial sale and to support the existing relationship. STAAR will work directly with the City of Midwest City representative to approve a series of leads and divide the leads up within the City of Midwest City team members. STAAR will still take primary responsibility for contracting and execution of the sponsorship that it is responsible for and as a result will receive full commission payment. It will be understood that once a sponsor contact or exhibitor has been assigned to a particular account representative that no other party will make contact with the potential sponsor unless jointly working with a member or key leader from the City of Midwest City. Internal controls will be managed by the City of Midwest City representative. **The City of Midwest City has the option if they sell a particular sponsorship and provide the majority of all the execution for the sponsorship deliverables and services to pay either a reduced (50%) and/or no commission depending upon the sponsor and the current relationship. This would be mutually agreed upon in advance between the City of Midwest City designated representative and STAAR.**

- 6) Term.** This agreement shall remain in force until and up to 60 days past the festival date to allow time to close all business and **to create a final summary of execution for all sponsors.** However either party may terminate with or without cause, by giving fifteen (15) days written notice to the other in writing. In the event of termination as contemplated herein by the City of Midwest City, the City of Midwest City would remain liable to STAAR for all activities as contracted and herein provided prior to the date of termination. Should the City of Midwest City terminate this agreement after delivery of the drafted sponsorship campaign, then the City of Midwest City would pay a one-time stipend fee of \$3,000.00 cash for services rendered to create the campaign and campaign materials.

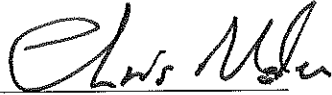
- 7) Prior Approval.** STAAR must receive approval by the City of Midwest City prior to approaching potential sponsors that are mutually agreed upon. All materials used by STAAR in connection with this Agreement must also be approved by the City of Midwest City representative. Similarly, STAAR will not enter into any sponsorship agreements, like in-kind donations and any other obligations on behalf of the City of Midwest City without prior approval. All sponsorships will be recognized by a signed and consummated contractual agreement between the City of Midwest City and the sponsor unless otherwise agreed upon in advance by the City of Midwest City.

- 8) Collection of Sponsorship Pledges.** The City of Midwest City and STAAR will work together in connection with the collection of sponsorship pledges, sponsorship services and/or vendor fees, but the City of Midwest City will have the ultimate responsibility for collection.

Chris B. Moler
November 30, 2017
Page 4

Agreed to and accepted this 15th day of December, 2017.

STAAR SOLUTIONS



Chris Moler, President

Passed and approved by the City on the _____ day of December, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

Matthew D. Dukes II, Mayor

Attested:

Sara Hancock, City Clerk

APPROVED as to form and legality this _____ day of December, 2017.

Phil Anderson, City Attorney

Chris B. Moler
November 30, 2017
Page 3

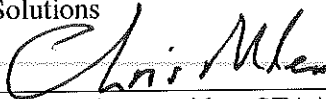
- 9) **Independent Contractor.** STAAR shall be deemed an independent contractor in connection with the performance of this Agreement.
- 10) **Agreement Location.** In the event of arbitration, settlement, dispute, original record or other need for legal action, this agreement shall be deemed an Oklahoma agreement in the State of Oklahoma in Oklahoma County.

If the foregoing terms are acceptable, please indicate in the space provided below.

Very truly yours,

STAAR Solutions

By: _____

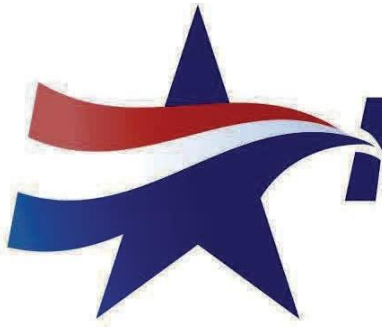


Chris Moler, President STAAR Solutions
2708 N.W. 120th Street, Oklahoma City, OK 73120
(405) 749-1953 chris@staarsolutions.com



NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY

Where the Spirit Flies High

MEMORIAL HOSPITAL
AUTHORITY AGENDA

MIDWEST CITY, OK



ANNIVERSARY

EST 1942



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

December 12, 2017 - 7:02 PM

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.

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 28, 2017 as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of renewing the agreement with Capitol Decisions, Inc. in the total amount of \$70,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from January 1, 2018 through June 30, 2018. (City Manager – G. Henson)
3. 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)
4. Discussion and consideration of approving the Fourth Amendment to the Sooner Rose Phase II – Theatre Development Financing Assistance Agreement with MWC Warren Theatre, Inc. (Economic Development - R. Coleman)
5. Discussion and consideration of authorizing an application to amend the Planned Unit Development (“PUD”) in effect on Midwest City Memorial Hospital Authority property located at approximately 5901 SE 15th Street (Part of the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma); and authorizing Bill Warren, MWC Warren Theatre, to file the PUD amendment application for the described property; and to take all actions necessary or appropriate to amend the PUD of the described property. (Economic Development - R. Coleman)
6. Discussion and consideration of entering into an agreement with SCS Engineers for an amount not to exceed \$24,681 to perform a Phase II Environmental Site Assessment (“ESA”) for 8826 – 8828 SE 29th Street. (Economic Development - R. Coleman)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(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.

E. ADJOURNMENT.



DISCUSSION ITEMS



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

November 28, 2017 – 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 6:52 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for November 28, 2017. Staff discussed individual agenda items with the Trustees.

Chairman Dukes adjourned the meeting at 6:55 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Midwest City Memorial Hospital Authority Minutes

November 28, 2017 – 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 8:53 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 14, 2017 as submitted.** Reed made a motion to accept the minutes, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. 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.

New Business/Public Discussion.

There was no new business or public discussion.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 8:54 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359
E-mail: ghenson@midwestcityok.org

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matthew D. Dukes II
Susan Eads
Pat Byrne
Rick Dawkins
M. Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Joyce Jackson
Charles McDade
Dara McGlamery
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: December 12, 2017

SUBJECT: Discussion and consideration of renewing the agreement with Capitol Decisions, Inc. in the total amount of \$70,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from January 1, 2018 through June 30, 2018 (City Manager – G. Henson)

The following six-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of January 1, 2018 through June 30, 2018. Form and content has not changed from the prior agreement. A six-month report is also included.

Action on this item is at the discretion of the Authority.

J. Guy Henson
General Manager/Administrator

CONSULTANT AGREEMENT

This agreement is executed this 12th day of December, 2017, 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. Reskovic. 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 due prior to the first of each month for the term of this Agreement.

(b) The Authority will pay \$20,000, to be payable in two quarterly installments of \$10,000 each for the term of this Agreement to cover normal operating costs (principally for long distance telephone and other communications, postage, reproduction and other expenses) that shall be incurred during the term of this Agreement.

(c) The Authority shall reimburse the Consultant for all long distance travel or other extraordinary expenses above normal operating costs. These expenses will be approved in advance by the Authority.
10. The term of this Agreement shall commence on January 1, 2018 and shall continue in effect until June 30, 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.
101 Constitution Avenue, N.W., Suite 675 East
Washington, D.C. 20001

(Seal)
ATTEST:

By:

Brian H. Robinson

Stewart Van Scoyoc
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 _____, 2017.

City Attorney

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.



Capitol Decisions, Inc. Activity Report on behalf of the Midwest City Memorial Hospital Authority December, 2017

Capitol Decisions, Inc. (CDI) continues work on behalf of Midwest City in several important areas: funding for the Section 219 Water System Booster Pump Station and Storage Reconstruction Project FY 18 Corps of Engineers Civil Works Plan, the rehabilitation of Interstate 40 East in Eastern Oklahoma County, the Assistance for Firefighter's (AFG) FEMA grant application, and the revitalization of Heritage Park Mall.

Our firm was successful in obtaining a \$2 million authorization in the 2007 Water Resources Development Act for water related infrastructure for the City. Since that time, we continue to engage Senator Jim Inhofe, Chairman of the Senate Environment and Public Works Committee, to write to the Chief of Engineers, U.S. Army Corps of Engineers, on four occasions to have pump station funding included in the Corps' Fiscal Year 2018 Work Plan. While we were unsuccessful in the last Corps submittal, we continue to have the support of the Tulsa District Corps of Engineers. The project will be eventually sent to Headquarters in Washington, D.C. for final review, but was not included. Senator Inhofe has written a letter in support of its inclusion in the FY 18 Corps Plan.

It is important to note that Senator Inhofe continues his discussion with the Chief of the Corps of Engineers in support of this project, which will now be eligible for consideration for the FY18 Corps Work Plan. For the FY19 appropriations process, Senator Inhofe has written to the Senate Appropriations Committee requesting funding for Corps of Engineers environmental infrastructure monies as well as make eligible "new starts" for consideration. The Senate Committee on Appropriations has provided \$60 million for environmental infrastructure projects, money for which the Midwest City project would be eligible.

The rehabilitation of I-40 is critical to the further economic wellbeing of Eastern Oklahoma County. As you know, the Oklahoma Department of Transportation (ODOT), submitted the I-40 project under the FASTLANE grant program to the U.S. Department of Transportation late last year. With the advent of a new Administration, there is need to review the program and the substance of the submittals. We still anticipate the first tranche of grant awards to be announced soon. While we are disappointed that this project is unable to get the proper funding from ODOT, we anticipate that funding will be available when the Trump Administration announces a national infrastructure bill in the spring.

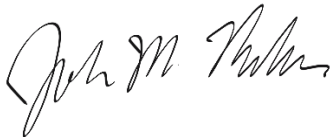
The City has also applied for FY16 funds for an Assistance for Firefighters (AFG) FEMA grant to assist the Midwest City Fire Department. The Midwest City Fire Department seeks \$431,931 in federal funds for personal protective equipment as well as an additional \$50,000 to replace the current self-contained breathing apparatus (SCBA) air compressor.

In support of this request, we solicited Congressman Tom Cole as well as Senators Inhofe and Lankford's offices to send letters in support of the application in the latest cycle. The FY17 omnibus appropriations bill contained full funding for the AFG grant program, and a new application cycle could begin as early as late August, should the MWC Fire Department not be awarded FY16 funds. We worked with the delegation to see if unobligated funds could be awarded to this project, but there were no unobligated funds for distribution. We worked with Senator Lankford's office to set up a call between Midwest City Fire Department officials and FEMA to review their last application, and provide insight into avenues of success to be awarded the AFG grant in the FY 18 application process.

Our firm also coordinated with the congressional delegation to begin a dialogue with General Services Administration officials and the City to assess GSA federal leasing requirements, and the possibility of utilizing space at Heritage Park Mall. These discussions are ongoing.

We appreciate the continued confidence you place in us, and look forward to working with you. It has been a productive first six months, but much remains to be accomplished.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J.R. Reskovic". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

J.R. Reskovic
Principal, Capitol Decisions, Inc.



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: December 12, 2017

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

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: Robert Coleman / Director of Economic Development

Date: December 12, 2017

Subject: Discussion and consideration of approving the Fourth Amendment to the Sooner Rose Phase II – Theatre Development Financing Assistance Agreement with MWC Warren Theatre, Inc.

As you may recall, at the October 24th Hospital Authority meeting we requested a third amendment to the agreement to provide additional time to close out environmental issues concerning underground fuel tanks discovered at 5923 SE 15th Street. We are nearing completion but may run past the January 5, 2018 deadline described in the third amendment.

MWC Warren Theatre is also considering changes to the drainage system described in its PUD district. Some changes to the PUD mandate additional Public Notice and could delay issuance of the building permit.

Therefore, we are requesting a fourth amendment to extend the closing date to on or before February 16, 2018.

Staff recommends approval.

Please contact my office at (405) 739-1218 with any question.

ROBERT COLEMAN
Director of Economic Development

Attachments: Sooner Rose Warren Theatre Addition
Proposed 4th Amendment to Development Finance Assistance Agreement

STATE OF OKLAHOMA

SOONER ROSE PHASE II – THEATRE
FOURTH AMENDMENT TO DEVELOPMENT
FINANCING ASSISTANCE AGREEMENT

COUNTY OF OKLAHOMA

THIS SOONER ROSE PHASE II – THEATRE FOURTH AMENDMENT TO DEVELOPMENT FINANCING ASSISTANCE AGREEMENT (this “Fourth Amendment”) is entered into as of the 12th day of December, 2017 (the “Effective Date”), by and between the Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”), and MWC Warren Theatre, Inc., a Kansas corporation (“Warren”).

RECITALS

WHEREAS, the Authority, the City of Midwest City and Warren entered into that certain Sooner Rose II – Theatre Development Financing Assistance Agreement, dated April 24, 2017 (the “Original Theatre DFAA”), as amended by the Sooner Rose Phase II - Theatre First Amendment to Development Financing Assistance Agreement, dated July 25, 2017 and the Second Amendment to the Development Financing Assistance Agreement dated September 26, 2017 and the Third Amendment to the Development Financing Assistance Agreement dated October 24, 2017 (collectively, the “Theatre DFAA”), all associated with the redevelopment and gentrification of an approximate 16.6-acre parcel of property located in the northwest quadrant of the intersection of Southeast 15th Street and Buena Vista Avenue, defined as the “Theatre Property” in the Original Theatre DFAA; and

WHEREAS, the Authority and Warren desire to amend the Theatre DFAA as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are hereby incorporated by reference.
2. **Definitions.** Capitalized terms used in this Fourth Amendment shall have the same meaning as provided in the Theatre DFAA unless otherwise expressly provided in this Fourth Amendment.
3. **Closing Date.** The “Closing Date” as provided in Section 5.4 of the Original Theatre DFAA shall be amended to be on or before February 16, 2018.
4. **No Further Amendments.** Except as otherwise provided herein, the Theatre DFAA shall remain in full force and effect.

[REAMINDER 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 on the Effective Date.

Attorney for the Authority

Approved and agreed to by Warren on the Effective Date.

MWC WARREN THEATRE, INC., a Kansas corporation

William J. Warren, President

FINAL PLAT
SOONER ROSE WARREN ADDITION
 AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA
 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 4,
 TOWNSHIP 11 NORTH, RANGE 2 WEST, I.M.
 OKLAHOMA COUNTY, OKLAHOMA

PLAT DESCRIPTION:

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.

Said described tract of land contains an area of 724,111 square feet or 16.6233 acres, more or less.

COUNTY TREASURER'S CERTIFICATE

I, _____, hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 2017 and all prior years on the land shown on the annexed plat of SOONER ROSE WARREN ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed on this _____ day of _____, 2017.

 COUNTY TREASURER

LICENSED LAND SURVEYOR

I, Randall A. Mansfield, hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and the Final Plat of SOONER ROSE WARREN ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma, consisting of Two (2) sheets, represents a survey made under my supervision on the _____ day of _____, 2017, and monuments shown thereon actually exist and their positions are correctly shown, and this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, and said Final Plat complies with the requirements of Title 11 Section 41-10B of the Oklahoma State Statutes.

Dodson Thompson Mansfield, PLLC
 20 N.E. 38th Street
 Oklahoma City, OK 73105
 PHONE: 405-601-7402

 Randall A. Mansfield, Licensed Land Surveyor No. 1613
 Oklahoma Certificate of Authorization No. 6391 Expires June 30, 2018

**STATE OF OKLAHOMA
 COUNTY OF OKLAHOMA** s.s.

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2017, personally appeared Randall A. Mansfield, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: _____

 NOTARY PUBLIC

BONDED ABTRACTOR'S CERTIFICATE

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of SOONER ROSE WARREN ADDITION, a subdivision of a part of the Southwest Quarter of Section 4, T-11-N, R-2-W, of the I.M. to the City of Midwest City, Oklahoma County, Oklahoma appears to be vested in Midwest City Memorial Hospital Authority, an Oklahoma public trust, on this _____ day of _____, 2017, and is unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this _____ day of _____, 2017.

 _____, PRESIDENT

CERTIFICATE OF CITY OF MIDWEST CITY DEVELOPMENT COMMITTEE

I, _____, Chairman of the City of Midwest City, Development Committee, certify that the bonded or installed improvements comply with the approved standards and specifications on this _____ day of _____, 2017.

 DEVELOPMENT COMMITTEE CHAIRMAN

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Midwest City, Oklahoma, the dedications shown on the annexed plat of SOONER ROSE WARREN ADDITION, to the City of Midwest City, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Midwest City, Oklahoma on this this _____ day of _____, 2017.

ATTEST:

 CITY CLERK

 MAYOR

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatuered installments have been paid in full and there is no special assessment procedure now pending against the land on the annexed plat of SOONER ROSE WARREN ADDITION to the City of Midwest City, Oklahoma.

Signed by the City Clerk on this this _____ day of _____, 2017.

 CITY CLERK

**OWNER'S CERTIFICATE AND DEDICATION
 KNOW ALL MEN BY THESE PRESENTS:**

That MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust, hereby certifies that it is the owner of and the only person, corporation, firm or entity having any ownership rights, title or interest in the land shown on the annexed plat of SOONER ROSE WARREN ADDITION, a subdivision of a part of the Southwest Quarter of Section 4, T-11-N, R-2-W, of the Indian Meridian to Midwest City, Oklahoma County, Oklahoma, and has caused the said premises to be surveyed and platted into lots, blocks, streets and easements, as shown on said annexed plat, and is hereby adopted as the plat of land under the name of SOONER ROSE WARREN ADDITION, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and has caused the same to be released from all rights easement and encumbrances except as shown in the bonded abstractor's certificate. In Witness Whereof the undersigned have caused this instrument to be executed.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust

By: _____
 Mayor

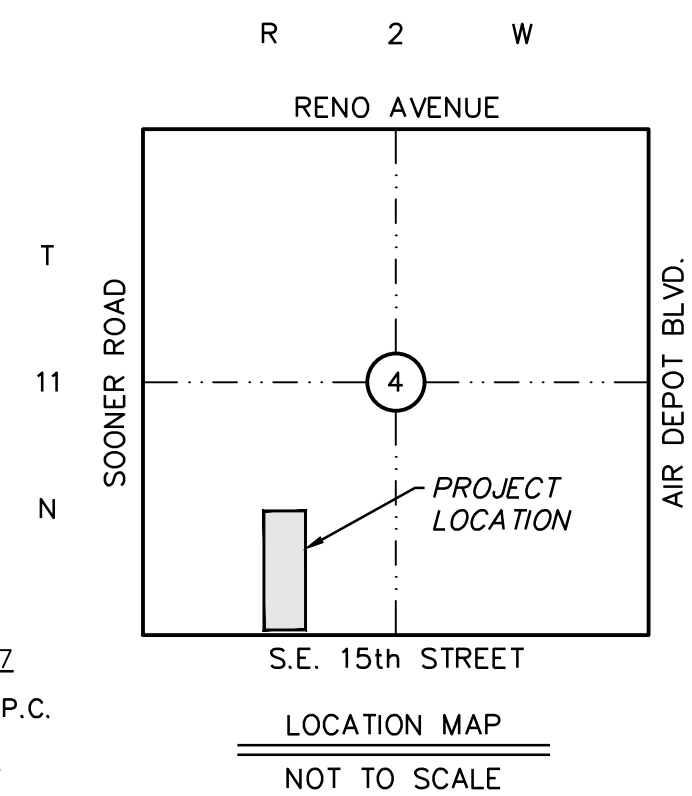
**STATE OF OKLAHOMA
 COUNTY OF OKLAHOMA** s.s.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2017, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: _____

 NOTARY PUBLIC



Date: September 14, 2017
 SMC CONSULTING ENGINEERS, P.C.
 815 W. Main Street
 Oklahoma City, OK 73106
 PH: (405)232-7715
 Oklahoma CA#464 Exp. 6-30-2019

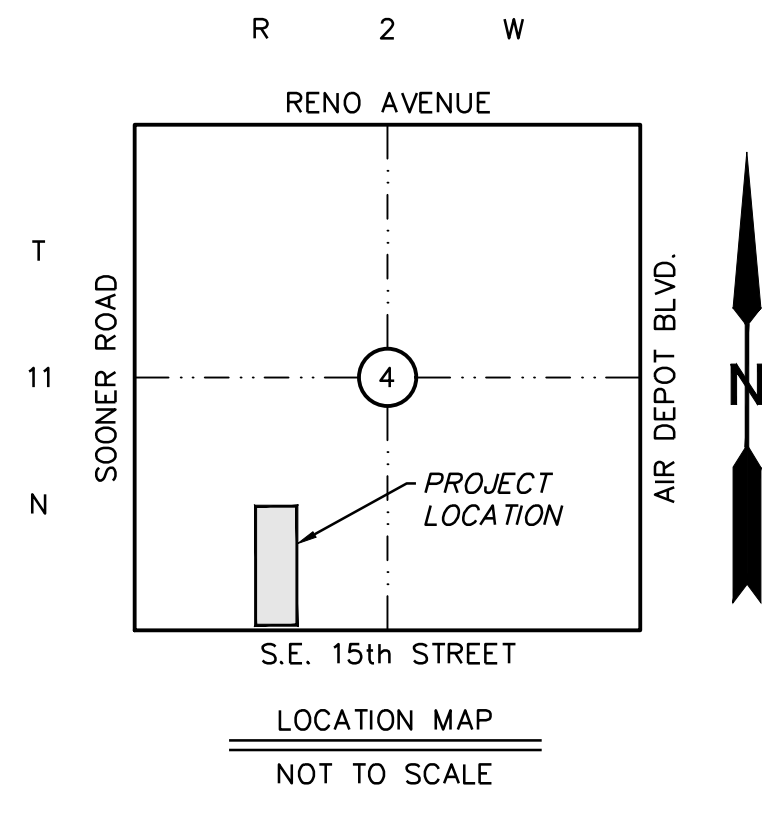
The basis of bearings for this plat is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

| |
|---------------------------------|
| OWNERS NOTARY SEAL |
| COUNTY TREASURER'S SEAL |
| PROFFESIONAL SURVEYOR'S SEAL |
| SURVEYOR'S NOTARY'S SEAL |
| ABSTRACTOR'S SEAL |
| CITY CLERK'S SEAL |

FINAL PLAT

SOONER ROSE WARREN ADDITION

AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA
BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 11 NORTH, RANGE 2 WEST, I.M.
OKLAHOMA COUNTY, OKLAHOMA



PLAT DESCRIPTION:

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;

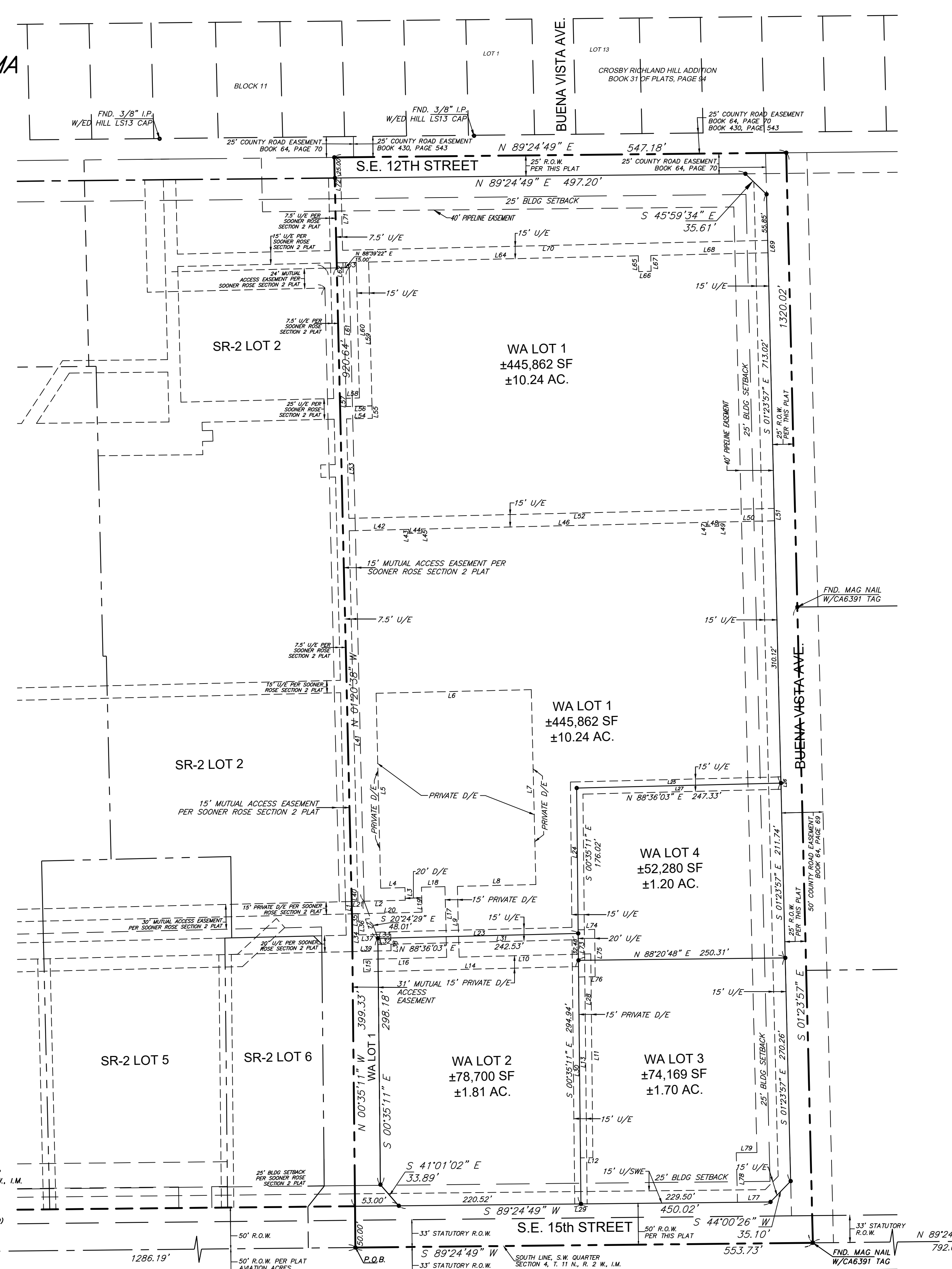
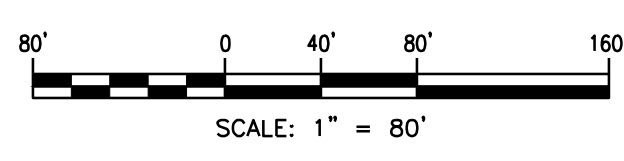
THENCE South 89°24'49" West, along said South line, a distance of 553.73 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 724,111 square feet or 16.6233 acres, more or less.

The basis of bearings for this plat 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.

| DRAINAGE EASEMENT | | | UTILITY EASEMENT | | | UTILITY EASEMENT | | |
|-------------------|---------------|--------|------------------|---------------|--------|------------------|---------------|--------|
| Line # | Direction | Length | Line # | Direction | Length | Line # | Direction | Length |
| L1 | N 01°20'38" W | 15.00 | L21 | N 88°35'15" E | 15.00 | L48 | S 88°39'22" W | 15.00 |
| L2 | N 88°39'22" E | 64.86 | L22 | S 20°24'29" E | 40.08 | L49 | N 01°20'38" W | 4.95 |
| L3 | N 01°23'57" W | 15.29 | L23 | N 88°36'03" E | 237.72 | L50 | N 88°39'22" E | 67.69 |
| L4 | S 88°39'22" W | 29.38 | L24 | N 00°35'11" W | 176.02 | L51 | N 01°23'57" W | 15.00 |
| L5 | N 01°20'38" W | 235.99 | L25 | N 88°36'03" E | 254.73 | L52 | S 88°39'22" W | 515.05 |
| L6 | N 88°39'22" E | 187.91 | L26 | S 01°23'57" E | 15.00 | L53 | N 01°20'38" W | 120.44 |
| L7 | S 01°23'57" E | 235.99 | L27 | S 88°36'03" E | 239.94 | L54 | N 88°39'22" E | 31.17 |
| L8 | S 88°39'22" W | 95.05 | L28 | S 00°35'11" E | 496.05 | L55 | N 01°20'38" W | 15.00 |
| L9 | S 01°23'57" E | 85.64 | L29 | S 89°24'49" W | 15.00 | L56 | S 88°39'22" W | 31.17 |
| L10 | N 88°35'27" E | 159.47 | L30 | N 00°35'11" W | 319.82 | L57 | N 01°20'38" W | 10.00 |
| L11 | S 00°35'11" E | 246.82 | L31 | S 88°36'03" E | 235.03 | L58 | N 88°39'22" E | 16.17 |
| L12 | S 89°24'49" W | 15.00 | L32 | N 00°35'11" W | 7.50 | L59 | N 01°20'38" W | 174.19 |
| L13 | N 00°35'11" W | 231.60 | L33 | N 20°24'29" W | 7.93 | L60 | N 01°20'38" W | 164.19 |
| L14 | S 88°35'27" W | 280.14 | L34 | N 00°40'42" W | 45.68 | L61 | N 01°20'38" W | 164.19 |
| L15 | N 00°35'11" W | 15.00 | L35 | N 88°39'22" E | 7.50 | L62 | S 88°40'02" W | 7.50 |
| L16 | N 88°35'27" E | 100.67 | L36 | S 01°20'38" E | 25.67 | L63 | S 88°40'02" W | 16.17 |
| L17 | N 01°23'57" W | 85.66 | L37 | N 88°39'22" E | 38.82 | L64 | N 88°40'02" E | 326.59 |
| L18 | S 88°39'13" W | 28.47 | L38 | S 01°20'38" E | 20.00 | L65 | S 01°20'38" E | 19.12 |
| L19 | S 01°23'57" E | 30.29 | L39 | S 88°39'22" W | 46.85 | L66 | N 88°39'24" E | 15.00 |
| L20 | S 88°39'22" W | 84.88 | L40 | N 88°39'22" E | 7.50 | L67 | N 01°20'38" W | 19.12 |
| | | | L41 | N 01°20'38" W | 448.74 | L68 | N 88°40'02" E | 141.99 |
| | | | L42 | N 88°39'22" E | 72.37 | L69 | N 01°23'57" W | 15.00 |
| | | | L43 | S 01°20'38" E | 4.95 | L70 | S 88°40'02" W | 514.74 |
| | | | L44 | N 88°39'22" E | 15.00 | L71 | N 01°20'38" W | 87.56 |
| | | | L45 | N 01°20'38" W | 4.95 | L72 | S 89°24'49" W | 7.50 |
| | | | L46 | N 88°39'22" E | 345.00 | L44 | N 88°39'22" E | 15.00 |
| | | | L47 | S 01°20'38" E | 4.95 | L73 | N 00°35'11" W | 57.19 |
| | | | | | | L74 | N 88°36'03" E | 20.00 |
| | | | | | | L75 | N 88°39'22" E | 57.19 |
| | | | | | | L76 | S 88°36'03" W | 20.00 |
| | | | | | | L77 | S 89°24'49" W | 7.50 |
| | | | | | | L78 | N 00°35'11" W | 57.19 |
| | | | | | | L79 | N 89°24'49" E | 25.00 |

Date: September 14, 2017
SMC CONSULTING ENGINEERS, P.C.
815 W. Main Street
Oklahoma City, OK 73106
PH: (405)232-7715
Oklahoma CA#464 Exp. 6-30-2019



GENERAL NOTE:
EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.

MONUMENT NOTE:
⊙ = SET 1/2" IRON PIN WITH CA6391 CAP OF SET MAG NAIL WITH CA6391 TAG AT ALL PROPERTY CORNERS UNLESS OTHERWISE STATED.

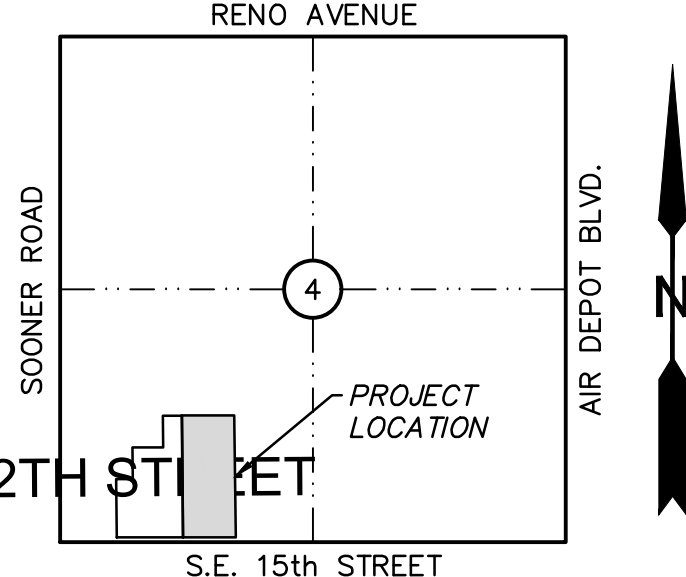
LEGEND

| | |
|----------|---|
| LONA | LIMITS OF NO ACCESS |
| U/E | PUBLIC UTILITY EASEMENT |
| P/D/E | PRIVATE DRAINAGE EASEMENT |
| U/SWE | PUBLIC UTILITY EASEMENT & SIDEWALK EASEMENT |
| P.O.C. | POINT OF COMMENCEMENT |
| P.O.B. | POINT OF BEGINNING |
| ~ 5735 ~ | STREET ADDRESS |

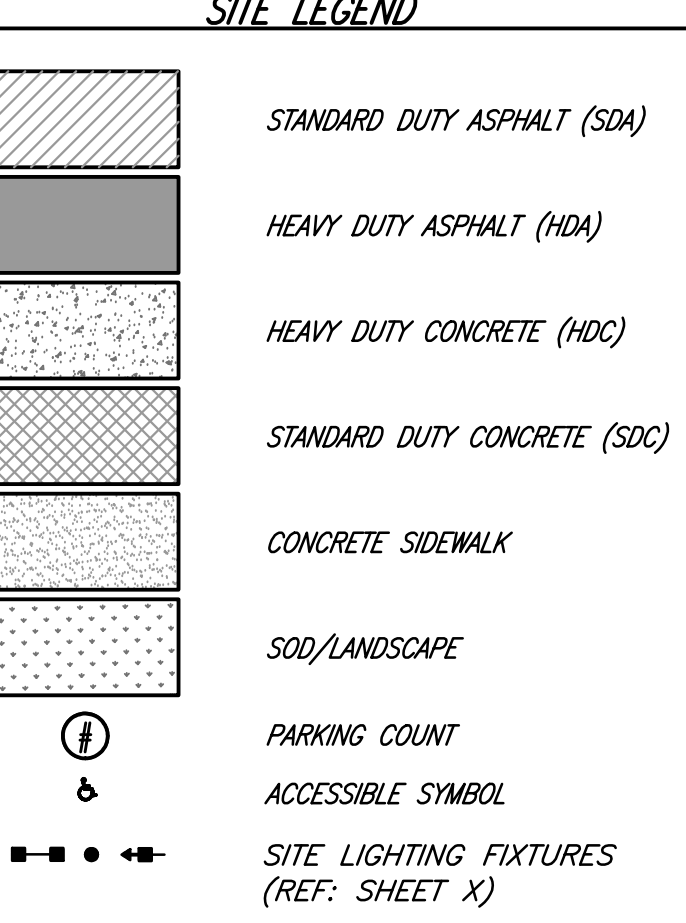
S.E. CORNER, S.W. QUARTER SECTION 4, T. 11 N., R. 2 W., I.M. FND. CRUSHED PIPE PER OCM FILED BY EDWARD R. SEATON, PLS 1353 DATED 12-13-12

| BUILDING | AREA | PARKING |
|-------------------|-----------|--|
| WA LOT 1 THEATRE | 55,340 SF | 444 SP = 8.02 SP PER 1,000 SF |
| ACCESSIBLE SPACES | | 11 SPACES REQUIRED 12 SPACES PROVIDED |
| COMPACT SPACES | | 0 SPACES REQUIRED 0 SPACES PROVIDED |
| TOTAL: | 55,340 SF | 444 SP = 8.02 SP PER 1,000 SF |

| PARCEL | ACREAGE |
|-----------------|-------------------|
| WA LOT 1: | APPROX. 1.02 AC. |
| WA LOT 2: | APPROX. 1.81 AC. |
| WA LOT 3: | APPROX. 1.70 AC. |
| WA LOT 4: | APPROX. 1.20 AC. |
| TOTAL NET AREA: | APPROX. 14.95 AC. |

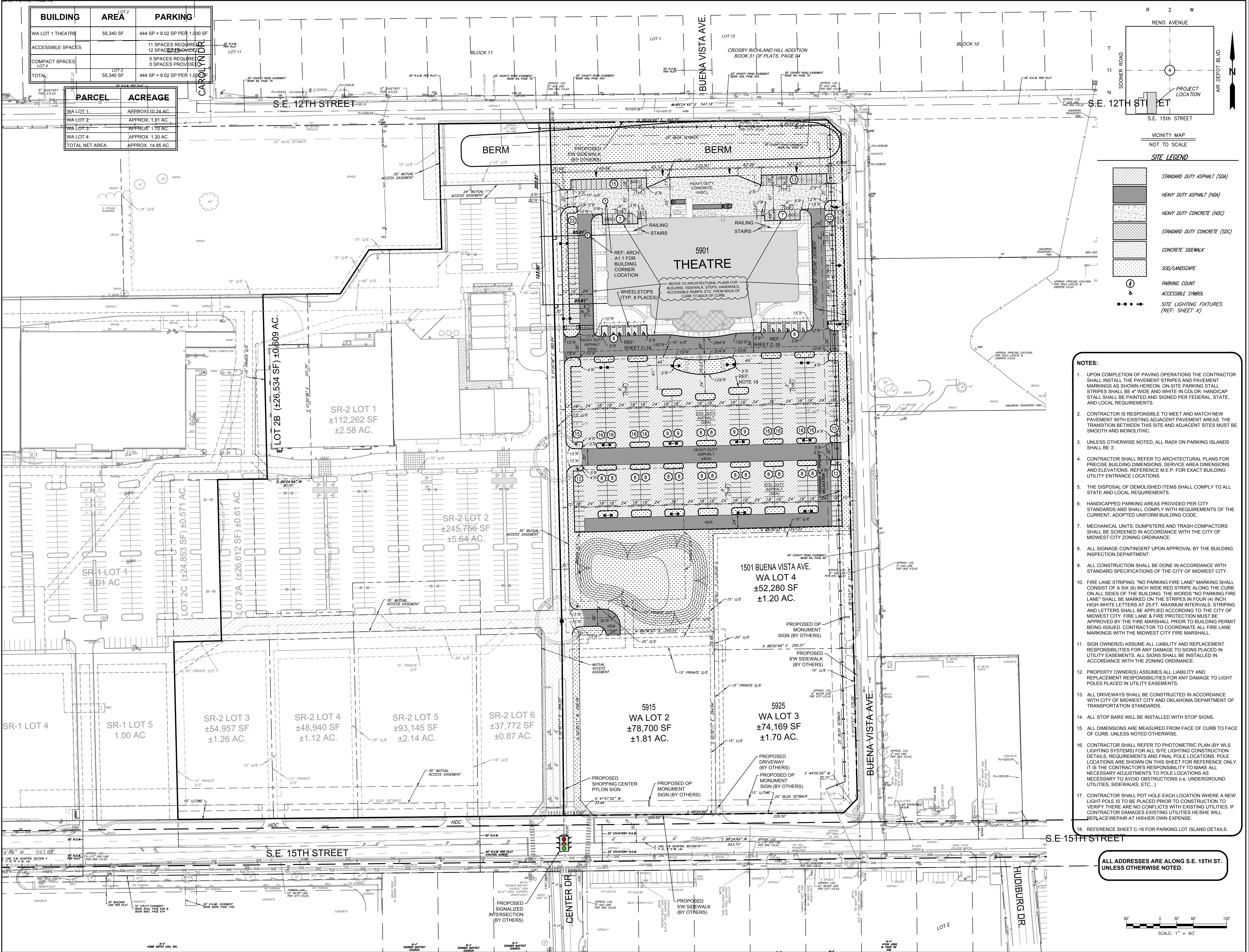
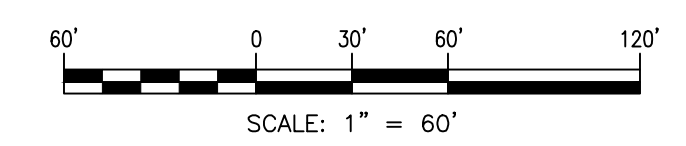


VICINITY MAP
NOT TO SCALE



- NOTES:**
- UPON COMPLETION OF PAVING OPERATIONS THE CONTRACTOR SHALL INSTALL THE PAVEMENT STRIPES AND PAVEMENT MARKINGS AS SHOWN HEREON. ON-SITE PARKING STALL STRIPES SHALL BE 4" WIDE AND WHITE IN COLOR. HANDICAP STALL SHALL BE PAINTED AND SIGNED PER FEDERAL, STATE, AND LOCAL REQUIREMENTS.
 - CONTRACTOR IS RESPONSIBLE TO MEET AND MATCH NEW PAVEMENT WITH EXISTING ADJACENT PAVEMENT AREAS. THE TRANSITION BETWEEN THIS SITE AND ADJACENT SITES MUST BE SMOOTH AND MONOLITHIC.
 - UNLESS OTHERWISE NOTED, ALL RADII ON PARKING ISLANDS SHALL BE 3'.
 - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS, SERVICE AREA DIMENSIONS AND ELEVATIONS. REFERENCE M.E.P. FOR EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
 - THE DISPOSAL OF DEMOLISHED ITEMS SHALL COMPLY TO ALL STATE AND LOCAL REQUIREMENTS.
 - HANDICAPPED PARKING AREAS PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED UNIFORM BUILDING CODE.
 - MECHANICAL UNITS, DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE CITY OF MIDWEST CITY ZONING ORDINANCE.
 - ALL SIGNAGE CONTINGENT UPON APPROVAL BY THE BUILDING INSPECTION DEPARTMENT.
 - ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH STANDARD SPECIFICATIONS OF THE CITY OF MIDWEST CITY.
 - FIRE LANE STRIPING: "NO PARKING FIRE LANE" MARKING SHALL CONSIST OF A SIX (6) INCH WIDE RED STRIPE ALONG THE CURB ON ALL SIDES OF THE BUILDING. THE WORDS "NO PARKING FIRE LANE" SHALL BE MARKED ON THE STRIPES IN FOUR (4) INCH HIGH WHITE LETTERS AT 25-FT. MAXIMUM INTERVALS. STRIPING AND LETTERS SHALL BE APPLIED ACCORDING TO THE CITY OF MIDWEST CITY. FIRE LANE & FIRE PROTECTION MUST BE APPROVED BY THE FIRE MARSHAL PRIOR TO BUILDING PERMIT BEING ISSUED. CONTRACTOR TO COORDINATE ALL FIRE LANE MARKINGS WITH THE MIDWEST CITY FIRE MARSHAL.
 - SIGN OWNER(S) ASSUME ALL LIABILITY AND REPLACEMENT RESPONSIBILITIES FOR ANY DAMAGE TO SIGNS PLACED IN UTILITY EASEMENTS. ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - PROPERTY OWNER(S) ASSUMES ALL LIABILITY AND REPLACEMENT RESPONSIBILITIES FOR ANY DAMAGE TO LIGHT POLES PLACED IN UTILITY EASEMENTS.
 - ALL DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF MIDWEST CITY AND OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARDS.
 - ALL STOP BARS WILL BE INSTALLED WITH STOP SIGNS.
 - ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB TO FACE OF CURB, UNLESS NOTED OTHERWISE.
 - CONTRACTOR SHALL REFER TO PHOTOMETRIC PLAN (BY WLS LIGHTING SYSTEMS) FOR ALL SITE LIGHTING CONSTRUCTION DETAILS, REQUIREMENTS AND FINAL POLE LOCATIONS. POLE LOCATIONS ARE SHOWN ON THIS SHEET FOR REFERENCE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ALL NECESSARY ADJUSTMENTS TO POLE LOCATIONS AS NECESSARY TO AVOID OBSTRUCTIONS (i.e. UNDERGROUND UTILITIES, SIDEWALKS, ETC.).
 - CONTRACTOR SHALL NOT HOLE EACH LOCATION WHERE A NEW LIGHT POLE IS TO BE PLACED PRIOR TO CONSTRUCTION TO VERIFY THERE ARE NO CONFLICTS WITH EXISTING UTILITIES. IF CONTRACTOR DAMAGES EXISTING UTILITIES HE/SHE WILL REPLACE/REPAIR AT HIS/HER OWN EXPENSE.
 - REFERENCE SHEET C-16 FOR PARKING LOT ISLAND DETAILS.

ALL ADDRESSES ARE ALONG S.E. 15TH ST. UNLESS OTHERWISE NOTED.



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WARREN MIDWEST CITY THEATRE

BUENA VISTA AVE. & S.E. 15TH ST. MIDWEST CITY, OKLAHOMA

SMC Consulting Engineers, P.C.
 1000 N. WILSON AVENUE
 MIDWEST CITY, OKLAHOMA 73110
 PHONE: 405-232-7715 FAX: 405-232-7889
 WWW.SMCENGINEERS.COM

PROJECT NO. 6062.10
 DATE: 08/08/17
 SCALE: 1" = 60'
 DRAWN BY: TR
 ENGINEER: TRENCE L. HAYNES
 P.E. NUMBER: 16820

SITE PLAN

SHEET NO. C-9



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: December 12, 2017

Subject: Discussion and consideration of authorizing an application to amend the Planned Unit Development ("PUD") in effect on Midwest City Memorial Hospital Authority property located at approximately 5901 SE 15th Street (Part of the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma); and authorizing Bill Warren, MWC Warren Theatre, to file the PUD amendment application for the described property; and to take all actions necessary or appropriate to amend the PUD of the described property. (Economic Development - R. Coleman)

Warren Theatres ("Warren") desires to make changes to the storm water drainage system that will serve the theatre site. The original Planned Unit Development ("PUD") calls for subterranean detention, but Warren would like to opt for a traditional surface retention/detention system, which requires a formal amendment to the PUD.

The Midwest City Memorial Hospital Authority ("MCMHA") still owns the ± 16.6 acre theatre site located at the NW corner of Buena Vista AV and SE 15th Street. Mr Warren needs the Board's consent to move forward in filing and amendment to accommodate the proposed changes.

Staff recommends approval.



J. GUY HENSON
General Manager/Administrator

Attachments: Legal Description
Map illustrating proposed location of detention/retention pond.

"EXHIBIT A"

VLOEDMAN TO MWCMA
And
WARREN TRACT
PLANNED UNIT DEVELOPMENT

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;

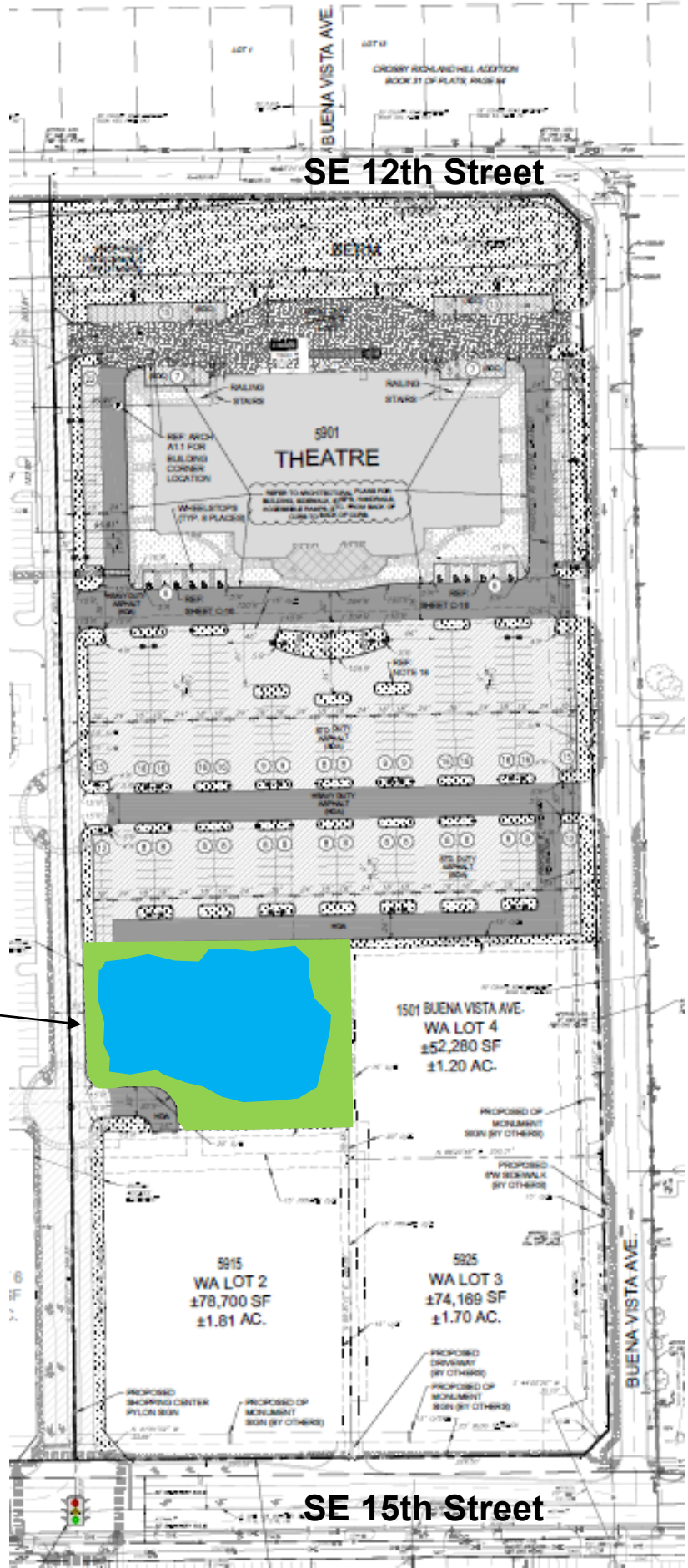
THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County 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.

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.



PROPOSED LOCATION OF SURFACE DETENTION POND

NOTE: Design of final product may differ from illustration.



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: December 12, 2017

Subject: Discussion and consideration of entering into an agreement with SCS Engineers for an amount not to exceed \$24,681 to perform a Phase II Environmental Site Assessment (“ESA”) for 8826 – 8828 SE 29th Street.

An article appeared in the Sunday, November 12, 2017, *Oklahoman* alleging that from 1957 until 1989 employees of Eagle Industries disposed of various hazardous chemicals by pouring them on the ground at 8826 – 8828 SE 29th Street. The Midwest City Memorial Hospital Authority (“Authority”) has owned this site since April 16, 2014, and did not know of such contamination as the Phase I ESA performed prior to purchasing did not identify this possibility.

Assistant Public Works Director Paul Streets, Fire Chief Bert Norton and Economic Development Director Robert Coleman met with representatives from the Oklahoma Department of Environmental Quality (“ODEQ”) the afternoon of Wednesday, November 15th to discuss the article. ODEQ representatives admitted they were aware of environmental problems occurring on the property “since the late 1990s.” However, ODEQ was apparently unaware of the additional chemical dumping and had no evidentiary proof of the allegations made in the *Oklahoman* article. ODEQ representatives suggested the Authority seek assistance via the Federal Brownfields program to determine if there was contamination. They said successfully completing the program could protect the Authority from future action by the U.S. Environmental Protection Agency, but admitted going through the process “could take years.” We were also told a Phase II ESA would help determine if further action was necessary prior to redeveloping the property.

City staff spoke to former Eagle Industries employee, Jerry Sultuska, on November 17th about the quotes attributed to him in the article. He confirmed it was commonplace to pour empty containers of chemicals just outside the doors of both buildings. He described a number of chemicals he remembered pouring on the ground and suggested we test soil the soil on the south sides of both buildings as well as the area between the east fence line and the former building site at 8828 SE 29th ST.

Staff solicited proposals from three reputable environmental engineering firms including Guernsey Engineering, Terracon Consultants and SCS Engineers. Mr. Coleman and Mr. Streets went to ODEQ headquarters on December 5th to meet with Environmental Programs Director Dr. Rita Kottke and Environmental Programs Specialist Rachel Francks to review the proposals. All of the companies were

viewed in a positive light and ODEQ advised they would meet and work with any of the three prior to commencing tests.

SCS Engineering provided an initial fee estimate of \$16,078, which includes at least four sample bores in addition to laboratory testing. It also includes a \$8603 contingency option for additional testing if contaminants are discovered. SCS has been very easy to work with and extremely communicative on the Sooner Rose project; therefore, we recommend approving the attached contract and issuing a notice to proceed.

Please contact my office at (405) 739-1218 with any question.



ROBERT COLEMAN
Director of Economic Development

Attachments: SCS Proposal and Agreement



SCS ENGINEERS

December 4, 2017
File No. 270520217

Mr. Robert Coleman
Midwest City Memorial Hospital Authority
100 North Midwest Blvd
Midwest City, Oklahoma 73110

Re: **Proposal to Provide Environmental Services**

Limited Phase II Environmental Site Assessment
8824-8828 SE 29th Street, Midwest City

Dear Mr. Coleman:

SCS Engineers (SCS) is pleased to provide this scope of work and cost estimate to the Midwest City Memorial Hospital Authority (MCMHA) to perform limited Phase II site assessment activities at the above-referenced site, per our telephone conversation on November 16 and subsequent email correspondence. This letter briefly summarizes background site information and describes our proposed scope of work and estimated fees.

BACKGROUND SITE INFORMATION

SCS understands the MCMHA is considering development of properties located northeast of Tinker Air Force Base, on the south side of SE 29th Street, in between Engle Road and South Douglas Boulevard. Previous Phase I Environmental Site Assessments (ESAs) have been performed, which identified controlled and historical recognized environmental conditions associated with historical use of the properties. The previous Phase I ESAs did not recommend additional site evaluation. However, the MCMHA has been made aware of undocumented reports of potential historical activities, consisting of repeated trichloroethene (TCE) discharge onto the ground surface that may have occurred at 8828 SE 29th Street. Therefore, the MCMHA is considering an evaluation of approximately 1.5 acres of the potential development area.

PROPOSED SCOPE OF WORK

To evaluate potential TCE contamination in the area of concern, SCS proposes to advance seven soil borings and collect soil and groundwater samples for volatile organic compounds (VOCs) laboratory analysis. Our proposed sampling activities, along with report development, are further described in the following tasks.

Task 1: Limited Phase II Site Assessment

To evaluate the potential presence of VOC-impacted soil and groundwater, limited site assessment activities will be performed. Up to seven borings will be advanced in and around the area of concern, as shown on the attached site map. The four borings located within the area of concern will be installed first. If impacts are observed in the soil of the first four borings, up to three additional borings located outside the area of concern will be advanced.

Based on review of well logs in the area of the site, groundwater may be encountered at a depth of approximately 30 to 40 feet below ground surface (bgs). Therefore, each boring is anticipated to be advanced to a total depth of 40 to 50 feet bgs for soil and groundwater sample collection. Based on previous driller's experience in this area, drilling must be performed with an auger drilling rig (versus a direct-push hydraulic drilling unit such as a Geoprobe®). Up to two soil samples and one groundwater sample will be collected from each boring. Soil and groundwater samples will be collected as described in the following paragraphs.

Site Preparation

SCS will clear utilities by contacting OKIE811 prior to the Limited Phase II field activities. SCS assumes that sufficient overhead clearance will allow the boring work to proceed without requiring shielding or other overhead utility provisions. SCS will prepare a site-specific Health and Safety Plan for use during the Limited Phase II field activities.

Site Safety

As stated above, SCS will develop a safety plan to be used by our personnel during field services. At this time, it is anticipated that a modified EPA Level D work uniform consisting of hard hats, safety glasses, rubber gloves, and steel toed boots will be required by all personnel in the work area. This level of protection may be upgraded while sampling activities are being conducted if petroleum or chemically saturated soils and/or liquids are encountered and there is increased risk for personal exposure. SCS personnel have completed EPA/OSHA 40-hour training and subsequent annual 8-hour refresher courses for work around hazardous materials per 29 CFR 1910.120.

Soil Sampling

Using a hollow stem auger drilling rig, borings will be advanced to the top of groundwater or an estimated total depth of approximately 40 feet bgs for collection of soil samples. An SCS environmental scientist will maintain boring logs to record field screening measurements, observations of soil type, soil colors, the presence of staining or odors, and the location and depth of samples collected.

Soil samples will be continuously collected from each boring location. A portion of the soil samples will be used to perform field screening for VOCs using a photoionization detector (PID). Up to two soil samples will be collected from each boring, one from the surficial interval (0 to 3 feet bgs) and one from a 2-foot interval based on the highest field screening measurements, groundwater interface, or bottom of boring, whichever is applicable. Soil samples designated for laboratory analysis will be transferred into laboratory-supplied containers

and placed in a cooler with ice to maintain the temperature near 4 degrees Celsius (°C) while being transported to the laboratory under standard chain-of-custody procedures.

Groundwater Sampling

Based on review of well logs in the subject site area, shallow groundwater may be encountered at a depth of approximately 30 to 40 feet bgs. The borings will be advanced to groundwater, refusal, or a maximum total depth of 50 feet bgs, whichever occurs first, for the collection of groundwater samples. If present, groundwater samples will be collected using a peristaltic pump and polyethylene tubing. The tubing collection system allows for rapid sample collection. If groundwater flow is sufficient, the tubing system can be utilized to "purge" the boring, allowing for the collection of a sample less laden with sediment.

Optionally, if groundwater is not readily available via the above method, SCS will install temporary PVC casings with a screen interval in the borings. The temporary casings will be allowed to sit overnight for the accumulation of groundwater, and then sampled as described above.

Upon retrieval to the surface, groundwater samples will be transferred into laboratory-supplied containers and placed in a cooler with ice to maintain the temperature near 4°C while being transported to the laboratory under standard chain-of-custody procedures.

Analytical Testing

Soil and groundwater samples will be collected from the proposed boring locations as described herein and submitted to Environmental Science Corporation, Inc. (ESC) in Mt. Juliet, Tennessee for VOCs analysis by EPA Method 8260. One trip blank will also be shipped with the samples and submitted for VOCs analysis. For purposes of this proposal, a standard turnaround time of 7 to 10 days will be requested.

Equipment Cleaning

Due to the potential for contamination at this site, sampling equipment will be cleaned prior to entering the site, between probe locations, and prior to departing the site. Cleaning activities will consist of an application of potable water and detergent (e.g. Alconox) with brushes, followed by a potable water rinse.

Waste Characterization/Disposal

SCS assumes the soil and groundwater investigative derived waste (IDW) will be non-hazardous. Sampling-derived wastes, including soil cuttings, decontamination fluids, and purge water, will be containerized, sampled for analysis, and disposed in an approved manner based on analytical results. Personal protective equipment will be disposed of as municipal solid waste.

Task 2: Data Compilation and Report Preparation

Following completion of field activities and receipt of analytical data, a Limited Phase II ESA Report will be prepared. The Limited Phase II ESA Report will include, but not be limited to, a

summary of field methodology, boring location plan, boring logs and field screening data, laboratory analytical data, an assessment of the quality of the data collected, summary tables, and copies of laboratory reports and field notes. Analytical results will be compared to applicable Oklahoma corrective action criteria. A draft electronic version of the report will be provided to the MCMHA within two weeks of receipt of the analytical data. Following one round of comments, SCS will provide a final electronic version of the report. Printed, bound copies of the final report can be provided if requested.

PROJECT FEE

SCS will complete the activities described herein for an estimated fee of **\$16,078**, as shown below (assuming only the initial four borings are advanced). A spreadsheet is attached to provide details of the estimated fee.

| <u>Description</u> | <u>Fee</u> |
|---|-----------------|
| Task 1 – Phase II Field Activities | \$14,258 |
| Task 2 – Data Compilation/Phase II Report | \$1,820 |
| Total | \$16,078 |

SCS will invoice this project on a time and materials basis in accordance with our standard fee schedule (attached), not to exceed the approved budget without prior authorization. Our cost estimate is based on the following assumptions:

- The MCMHA will provide access to the property for the completion of the proposed scope of work.
- Up to seven probe locations will be advanced to a maximum total depth of 50 feet bgs each.
- The first four soil borings will be completed in two days; field personnel hours are based on 1-hour roundtrip per day (per professional) for mobilization, de-mobilization, and travel, and 8 hours per day (per professional) for onsite work.
- Geologic conditions will allow samples to be collected utilizing the proposed auger drilling methodology. If more difficult than anticipated conditions are encountered, a more powerful drilling rig may be necessary. SCS will provide a revised quote if an alternate drilling rig is required.

ACCEPTANCE OF WORK

SCS appreciates the opportunity to submit this proposal to the Midwest City Memorial Hospital Authority to provide professional services associated with the performance of a Limited Phase II ESA for the property located at 8828 SE 29th Street in Midwest City, Oklahoma. All work will be performed in accordance with Terms and Conditions previ-

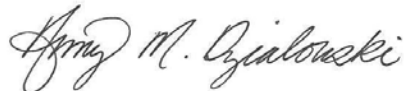
ously agreed upon between the MCMHA and SCS (attached). Please complete the signature block on the attached Terms and Conditions and return to provide your Notice-to-Proceed.

Please do not hesitate to contact us with questions or comments. Thank you for your consideration.

Sincerely,



Susan L. McCart, P.E., P.G.
Senior Project Manager
SCS ENGINEERS



Amy M. Dzialowski
Project Director
SCS ENGINEERS

Attachments:

- Proposed Boring Locations
- Cost Estimate Spreadsheet
- Terms and Conditions with Fee Schedule

Midwest City Memorial Hospital Property 8800 - 8900 SE 29th St (5/2014 Image)



**Limited Phase II ESA
8828 SE 29th Street
Midwest City, Oklahoma**

December 4, 2017

| | RATE | x | QUANTITY | UNIT | = | COST |
|---|-------------|---|----------|------------|---|---------------------|
| Task 1 - Phase II Site Assessment | | | | | | |
| Personnel | | | | | | |
| Senior Project Manager | \$ 155.00 | x | 2 | hours | = | \$ 310.00 |
| Project Professional | \$ 110.00 | x | 10 | hours | = | \$ 1,100.00 |
| Associate Professional (Field Environmental Scientist) | \$ 90.00 | x | 16 | hours | = | \$ 1,440.00 |
| Associate Professional - travel (two days) | \$ 90.00 | x | 2 | hours | = | \$ 180.00 |
| Personnel Subtotal: | | | | | | \$ 3,030.00 |
| Expenses | | | | | | |
| Support Truck | \$ 40.00 | x | 2 | days | = | \$ 80.00 |
| Mileage | \$ 0.70 | x | 100 | miles | = | \$ 70.00 |
| Photoionization Detector | \$ 100.00 | x | 2 | days | = | \$ 200.00 |
| Misc Field Supplies | \$ 230.00 | x | 1 | each | = | \$ 230.00 |
| Expenses Subtotal: | | | | | | \$ 580.00 |
| Reimbursables | | | | | | |
| Drilling Subcontractor (four, 50-foot borings, | \$ 8,900.00 | x | 1.1 | Cost + 10% | = | \$ 9,790.00 |
| Analytical Laboratory (8 soil samples, 4 groundwater samples, 1 trip blank; VOCs analysis, | \$ 780.00 | x | 1.1 | Cost + 10% | = | \$ 858.00 |
| Reimbursables Subtotal: | | | | | | \$ 10,648.00 |
| Task 1 Total: | | | | | | \$ 14,258.00 |
| <i>Contingency: Up to three additional borings; assume same mobilization</i> | | | | | | |
| Associate Professional (Field Environmental Scientist) | \$ 90.00 | x | 16 | hours | = | \$ 1,440.00 |
| Associate Professional - travel (two days) | \$ 90.00 | x | 2 | hours | = | \$ 180.00 |
| Support Truck | \$ 40.00 | x | 2 | days | = | \$ 80.00 |
| Mileage | \$ 0.70 | x | 100 | miles | = | \$ 70.00 |
| Photoionization Detector | \$ 100.00 | x | 2 | days | = | \$ 200.00 |
| Drilling Subcontractor (three, 50-foot borings) | \$ 5,490.00 | x | 1.1 | Cost + 10% | = | \$ 6,039.00 |
| Analytical Laboratory (6 soil samples, 3 groundwater samples) | \$ 540.00 | x | 1.1 | Cost + 10% | = | \$ 594.00 |
| Contingency Total: | | | | | | \$ 8,603.00 |
| Task 2 - Data Compilation and Phase II Report | | | | | | |
| Personnel | | | | | | |
| Senior Project Manager (QA/QC) | \$ 155.00 | x | 2 | hours | = | \$ 310.00 |
| Project Professional | \$ 110.00 | x | 12 | hours | = | \$ 1,320.00 |
| CADD/Graphics | \$ 65.00 | x | 2 | hours | = | \$ 130.00 |
| Administrative Assistant (Clerical) | \$ 60.00 | x | 1 | hour | = | \$ 60.00 |
| Personnel Subtotal: | | | | | | \$ 1,820.00 |
| Task 2 Total: | | | | | | \$ 1,820.00 |
| Limited Phase II ESA Total: | | | | | | \$ 16,078.00 |
| <i>Total with Contingency:</i> | | | | | | <i>\$ 24,681.00</i> |

**AGREEMENT BETWEEN SCS AND CLIENT
FOR PROFESSIONAL SERVICES**

This Agreement is made by and between the Midwest City Memorial Hospital Authority, (hereafter “Client”) and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereafter “SCS”).

WITNESSETH

That for the considerations set forth below, the parties agree as follows:

1. Scope of Services: SCS shall provide professional services (hereafter “Services”) for the project (hereafter “Project”) in accordance with the terms and conditions of this Agreement and our proposal dated December 1, 2017. All amendments to the Scope of Services proposal shall be made in writing, and signed by SCS and Client.

2. Payments: SCS will submit invoices to Client monthly and a final bill upon completion of services. Invoices will be provided via electronic delivery (email). Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts.

3. Professional Retainer: No professional retainage is expected or anticipated.

4. General Conditions:

a. Client agrees to pay all costs and expenses of SCS, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement.

b. This Agreement may be terminated by either party upon 15 days’ written notice to the other party. Upon termination, SCS shall invoice Client for all Services rendered to the date of termination. If Client does not make timely payments to SCS, SCS may suspend performance of its Services hereunder. When all amounts due are paid and adequate assurances of payment are given for all Services which have been rendered but not yet invoiced, as well as all future Services, SCS will continue its Services. Should no such assurances be given, SCS may terminate this Agreement without penalty.

c. Any work in addition to that described in Article 1 above performed at the request of the Client shall be compensated on a time-and-materials basis at the rates contained in SCS’ Standard Fee Schedule in effect at the time of performance of the additional services. Unless expressly stated therein, the scope of work does not include testimony or responding to subpoenas or other legal orders requiring production of records or testimony. In the event SCS receives a subpoena or other legal order for the production of project records or testimony, SCS will be compensated by Client at current Standard Fee Schedule rates.

d. SCS shall maintain in full force and effect Commercial General Liability insurance with coverage limits which are reasonable in light of the Services to be undertaken, and Workers' Compensation Insurance as required by law.

e. Any drawings, specifications, reports, data and notes developed pursuant to this Agreement are instruments of service, and as such the original documents, tracings, and field notes are and remain the property of SCS.

f. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

g. The parties agree that the total liability of SCS under this Agreement and for the Project shall be limited to Fifty Thousand Dollars (\$50,000) or the amount of SCS' total fees hereunder (whichever is greater), unless Client pays for the assumption of additional liability by SCS as a separate line item in Article 2 above.

h. Unless otherwise expressly stated in the Scope of Services, SCS shall have no responsibility for site health and safety, except with respect to the activities of SCS and its subcontractors. In no event shall SCS be responsible for the means, methods or manner of performance of any persons other than SCS and SCS' subcontractors.

i. Client agrees that SCS will not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of SCS or its subcontractors. The Client will either make others responsible for liabilities due to such conditions, or will indemnify, defend and save harmless SCS from such liabilities. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soil or other regulated substances pass to SCS, nor shall any provision of this Agreement be interpreted to permit or obligate SCS to assume the status of a "generator," "owner," "operator," "transporter," "arranger" or "treatment, storage or disposal facility" under state or federal law. The provisions of this Article 6j shall survive any termination of this Agreement.

j. SCS shall be entitled to rely on information provided by Client. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by Client, or differ from what could reasonably be anticipated given the nature of the Services.

k. SCS and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.

l. All deliverables and other data and documents produced by SCS hereunder are for Client's use only. At Client's request, SCS may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS and Client.

5. Parties to Agreement. For the purposes of this Agreement, the term "SCS Engineers" shall mean SCS Engineers P.C. for projects in North Carolina, and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. for all other projects.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

SCS ENGINEERS:

CLIENT: Midwest City Memorial Hospital Authority

BY: _____

BY: _____

PRINT NAME: Amy M. Dzialowski

PRINT NAME: Matthew D. Dukes II

TITLE: Project Director

TITLE: Chairman

DATE: _____

DATE: _____

ATTEST:

BY: _____

PRINT NAME: Sara Hancock

TITLE: Secretary

DATE: _____

APPROVED LEGAL AS TO FORM:

BY: _____

PRINT NAME: Philip A. Anderson

TITLE: General Counsel

DATE: _____

2017 STANDARD FEE SCHEDULE

| Labor Category | Rate |
|-----------------------------------|-------------|
| Senior Project Advisor | \$220 |
| Senior Project Director | \$195 |
| Project Director | \$175 |
| Project Advisor | \$165 |
| Senior Project Manager | \$155 |
| Project Manager | \$140 |
| Senior Project Professional | \$125 |
| Project Professional | \$110 |
| Staff Professional | \$100 |
| Associate Professional | \$90 |
| Designer | \$80 |
| CADD/Graphics | \$65 |
| Senior Technician | \$75 |
| Technician | \$60 |
| Project Administrator | \$80 |
| Administrative Assistant | \$60 |

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2017. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

Printing Services

| | |
|---|------------------------------|
| 24-inch by 36-inch plots | \$25.00 each |
| 36-inch by 48-inch plots | \$25.00 each |
| Additional Report Copies (varies depending on report) | \$25.00 - \$50.00 per report |

Support Vehicles

| | |
|--------------------------------------|--------------------------------------|
| Support Vehicle | \$0.70 per mile |
| SCS Support Truck | \$40.00 per day plus \$0.70 per mile |
| SCS Support Truck with Trailer | \$60.00 per day plus \$0.85 per mile |
| SCS Utility Truck | \$60.00 per day plus \$0.70 per mile |
| Rental Vehicle..... | Cost plus 15% |

Per Diem and Travel

| | |
|------------------------------|-----------------|
| Hotel, Airfare | Cost plus 15% |
| Full-Day Meal Allowance..... | \$46.00 per day |
| Half-Day Meal Allowance..... | \$23.00 per day |

Field Equipment and Supplies

| | |
|---|------------------|
| Track-mounted Geoprobe® | \$750.00 per day |
| All Terrain Vehicle (ATV/UTV) | \$75.00 per day |
| Field Sampling Trailer | \$350.00 per day |
| GPS Surveying System | \$225.00 per day |
| Total Station Survey Equipment | \$120.00 per day |
| Misc. Survey Tools/Equipment | \$10.00 per day |
| Nuclear Density Gauge | \$100.00 per day |
| Photoionization Detector (PID) | \$100.00 per day |
| Water Level Indicator (≤300 foot)..... | \$30.00 per day |
| Oil/Water Interface Probe | \$60.00 per day |
| pH/Temperature/Conductivity Meter (for water) | \$20.00 per day |
| Peristaltic Pump | \$40.00 per day |
| Hand Augers (10-foot)..... | \$15.00 per day |
| Measuring Tape/Wheel | \$5.00 per day |
| Hand-held GPS Unit | \$25.00 per day |
| Generator..... | \$75.00 per day |
| Air Compressor (5 gallon) | \$25.00 per day |
| Electro fusion Machine | \$120.00 per day |
| Flow-Thru Multi-Parameter Meter | \$150.00 per day |
| Turbidimeter | \$35 per day |
| Composite Sampler | \$75 per day |
| QED Pump Controller..... | \$100 per day |
| GEM 2000..... | \$150 per day |
| Flow Probe (15-foot)..... | \$15 per day |
| Digital Camera | \$10 per day |
| Expendable Equipment, Supplies & Rentals | Cost + 15% |

Note: The rates shown above are effective through December 31, 2017 and are subject to revision thereafter.



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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: Guy Henson, General Manager/Administrator

Date: December 12, 2017

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; 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 in executive session.

J. Guy Henson, City Manager