



MIDWEST CITY

Where the Spirit Flies High

MIDWEST CITY
MEETING AGENDAS FOR
July 25, 2017

STAFF BRIEFING

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

July 25, 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, Hospital Authority."cpf "Wkkgu"Cwj qtk4 "
for July 25, 2017.



CITY COUNCIL AGENDA

MIDWEST CITY, OK



MIDWEST CITY COUNCIL AGENDA

Midwest City Council Conference room, second floor of City Hall, 100 N. Midwest Boulevard

July 25, 2017 – 7:00 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.

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Public Works Director Vaughn Sullivan
- Pledge of Allegiance by Councilmember Sean Reed
- Community related announcements and comments
- Proclamation for Fleet Retiree Michael Walker

C. CONSENT AGENDA. These items are placed on the Consent Agenda so that members of the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with 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 July 11, 2017 staff briefing and regular meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of June, 2017. (Finance - C. Barron)
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Grants Fund, revenue/Intergovernmental (06) \$17,878; expenses/Park & Rec (06) \$17,878; revenue/Intergovernmental (21) \$7,500; expenses/Emergency Operations (21) \$13,500; revenue/Intergovernmental (57) \$28,000; expenses/Capital Improvements (57) \$28,000; revenue/Intergovernmental (62) \$59,043; revenue/Transfers In (62) \$3,214; expenses/Police (62) \$62,257; revenue/ Intergovernmental (88) \$23,187; expenses/Disaster Relief (88) \$23,187. Dedicated Tax 2012 Fund, revenue/Transfers In (00) \$17,878. Emergency Operations Fund, revenue/Transfers In (070) \$7,500. Capital Improvements Fund, revenue/Transfers In (00) \$28,000. Police Impound Fees Fund, expenses/Transfers Out (62) \$3,214. Disaster Relief Fund, revenue/Transfers In (88) \$23,187. Reimbursed Projects Fund, revenue/Intergovernmental (05) \$24,000; expenses/Community Development (05) \$128,273; revenue/Intergovernmental (14) \$16,001; expenses/ Neighborhood Services (15) \$64,870; expenses/Housing (37) \$35,000; revenue/Inter-governmental (39) \$14,000; expenses/Economic (87) \$1,671. (Finance - C. Barron)
4. Discussion and consideration of passing and approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; and amending the budgets for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budgets as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017. (Finance - C. Barron)

5. Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform an audit of Midwest City's 2016-2017 financial statements in an amount not to exceed \$59,380, and, only if required, \$3,000 for each major Federal program; and discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,500 for compilation of the 2017 SA&I Form 2643. (Finance - C. Barron)
6. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - C. Wilson)
7. Discussion and consideration of renewing for the Fiscal Year 2017/2018 contracts with DB Compensation Software in the amount of \$2,000.04 to maintain the City's non-represented employees' compensation plan and job descriptions. There is no cost increase over last year. (Human Resources - C. Wilson)
8. Discussion and consideration of 1) approval of the proposed 2017 Action Plan, a part of the 2015-2019 Consolidated Plan and Strategy, for the use of 2017 Community Development Block Grant (CDBG) funds, 2) authorization of the Mayor to submit the approved and/or modified certifications to the U.S. Department of Housing and Urban Development, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program. (Grants Management - T. Craft)
9. Discussion and consideration of approving and entering into a contract for FY 2017-18 in the amount of \$191,058 with Central Oklahoma Transportation and Parking Authority (COTPA) EMBARK for the provision of Route 15 bus service in Midwest City. (Grants Management - T. Craft)
10. Discussion and consideration of approving and entering into a Memorandum of Understanding for 2017-18 in the amount of \$75,000 with the Boys and Girls Club of Oklahoma County, Inc. for the operation of a club site at Telstar Elementary School, located at 9521 N.E. 16th Street in Midwest City. (Grants Management - T. Craft)
11. Discussion and consideration of approving and entering into a contract for August 2017 - June 2018 between the Parks and Recreation Department and Vann & Associates for marketing and public relations services in the amount of \$1500.00 per month. (Parks and Recreation - F. Gilles)
12. Discussion and consideration of approving a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County. (Community Development - P. Menefee)
13. Discussion and consideration of accepting a proposal from R L Shears Company for professional landscape architectural services for the Mid-America Park Master Plan at a cost of \$16,000.00. (Community Development - B. Harless)
14. Discussion and consideration of accepting maintenance bonds from J's Plumbing in the amount of \$3450.00. (Community Development - P. Menefee)

- [15.](#) Discussion and consideration of authorizing Staff to seek an amendment to PlanOKC for City-owned property in the Northwest Quarter of Section 13, Township 11 North, Range 02 West (a/k/a 9200 – 9400 SE 29th Street). (Economic Development - R. Coleman)
- [16.](#) Discussion and consideration of approving the First Amendment to the Sooner Rose Phase II Development Financing Assistance Agreement with Warren Theatre, Inc. (Economic Development - R. Coleman)
- [17.](#) Discussion and consideration of accepting the filing of the Midwest City Urban Renewal Authority's FY 2016 - 2017 Annual Report. (Economic Development - R. Coleman)
- [18.](#) Discussion and consideration of the reappointment of Clint Reininger and John Reininger to the ADA Transition Plan Committee for additional three-year terms. (Community Development - B. Harless)
- [19.](#) Discussion and consideration of reappointing Jim Campbell, Jim Smith, and Dean Hinton to the Planning Commission for additional three-year terms. (Community Development - B. Harless)
- [20.](#) Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Information Technology - R. Rushing)

D. DISCUSSION ITEMS.

- [1.](#) (PC-1909) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the SW/4 of Section 4, T-11-N, R-2-W, located at 1400 Buena Vista Avenue. (Community Development - B. Harless)
- [2.](#) (PC-1908) Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code; by amending Section 5.9, Application for Establishment of Private or Quasi-Private Facility, Section 5.9.1, Group Residential and Group Care Facilities; and providing for repealer and severability and establishing an effective date. (Community Development - B. Harless)
- [3.](#) Discussion and consideration of terminating the current Animal Welfare agreements for the City of Choctaw, City of Nicoma Park. cpf "the Town of Jones."(Police - B. Clabes)

Discussion and consideration of the approval of the Collective Bargaining Agreement with the
- [4.](#) Fraternal Order of Police (FOP) Lodge #127 as negotiated for the Fiscal Year 2017/2018. (Human Resources - C. Wilson)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

- [1.](#) Minutes of the July 5, 2017 Board of Adjustment meeting. (Community Development - B. Harless)
- [2.](#) Minutes of the July 5, 2017 Planning Commission meeting. (Community Development - B. Harless)

H. ADJOURNMENT.



CONSENT AGENDA



Notice of regular staff briefings for the Midwest City Council was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of this meeting.

MINUTES OF THE REGULAR STAFF BRIEFING FOR MIDWEST CITY COUNCIL

July 11, 2017 – 6:00 p.m.

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.

Mayor Matt Dukes called the meeting to order at 6: 01 p.m. with the following members present: Councilmembers *Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed and Christine Allen, Jeff Moore and City Clerk Sara Hancock. Absent: None.

*Councilmember Susan Eads arrived at 6:08 pm.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for July 11, 2017.

Staff briefed the councilmembers on various items on the agenda, and the councilmembers sought clarification and discussed individual agenda items with staff.

Mayor Dukes closed the meeting at 6:26 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

Notice of regular Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING

July 11, 2017 – 7:00 p.m.

This regular 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 7:00 p.m. with the following members present: Councilmembers ***Susan Eads, Pat Byrne, Rick Dawkins, *Sean Reed, Christine Allen, Jeff Moore and City Clerk Sara Hancock. Absent: None.

Opening Business. The meeting opened with the invocation by Assistant City Manager, Tim Lyon, followed by the Pledge of Allegiance led by Councilmember Dawkins. The City Manager and Council made community related announcements and comments.

*****Mayor announced he would proceed to items D8-D12. After much discussion from citizens and council, no action was taken on these items. Mayor then returned to Consent Agenda*****

Consent Agenda. Motion was made by Eads, seconded by Byrne, to approve the items on the Consent Agenda, as submitted, except for item seven.

1. Discussion and consideration of approving the minutes of the special City Council meeting of June 23, 2017, as submitted.
2. Discussion and consideration of approving the minutes of the June 27, 2017 staff briefing and regular meeting, as submitted.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 17-18, increase: Police Impound Fees Fund, expenses/Police.
4. Discussion and consideration of approving Resolution No. 2017-28 establishing the Nine-One-One Emergency Telephone Fee Rate at three percent for calendar year 2018.
5. Discussion and consideration of approving and renewing the fire department copier lease and maintenance agreements for fiscal year 2017-18 with Oklahoma Copier Solutions at a rate of \$0.009 per black and white copy and \$0.0525 per color copy and a monthly lease rate of \$97.00 for one (1) Sharp MX-3050.
6. Discussion and consideration of renewing for fiscal year 2017-2018 the contract with GeoSafe in the amount of \$10,000 for software service and integration with CAD to the iPads in fire trucks and Emergency Reporting in the amount of \$10,232 for software service and integration with CAD for records management.
7. **Discussion and consideration of renewing the agreement with the City of Harrah for animal care services for fiscal year 2017-18.** After much discussion, motion was made by Eads, seconded by Reed to renew Harrah's contract through 12-31-17; to bring back

to council the current Animal Welfare contracts for the City of Choctaw, City of Nicoma Park and Town of Jones for consideration of termination; and to form an Animal Shelter Committee. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: None. Motion carried.

8. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2017-18 with the City of Harrah, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$58.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.
9. Discussion and consideration of declaring a fire department administration car, unit number 07-01-07, surplus and authorizing its disposal by public auction or sealed bid.
10. Discussion and consideration of declaring one (1) Pitney Bowes letter folder, (1) planter and (13) chairs as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: None. Motion carried.

*Reed left meeting at 8:13 pm

Discussion Items.

1. **Discussion and consideration of: 1) an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-31, International Building Code; and 2) an ordinance amending Chapter 9, Building and Building Regulations, of the Midwest City Code, Article III, Section 9-35, International Residential Building Code providing for repealer and severability.** Eads made a motion to approve ordinances 3309 and 3310, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
2. **Discussion and consideration of: 1) an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article V, Section 9-201, International Mechanical Code and International Fuel Gas Code; and 2) an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article VI, Section 9-301, International Plumbing Code providing for repealer and severability.** Dawkins made a motion to approve ordinances 3311 and 3312, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.

3. **Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-41, and Chapter 9, Buildings and Building Regulations, of the Midwest City Code, by taking Section 9-41 out of reserve and titling it "Roofing Registration Code" and providing for repealer and severability.** Eads made a motion to approve Ordinance 3313, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.

*Reed returned to meeting at 8:15 pm.

4. **Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-31, International Building Code and Chapter 9, Building and Building Regulations, of the Midwest City Code, Article III, Section 9-39, by taking Section 9-39 out of reserve and titling it Existing Structures Code providing for repealer and severability.** Allen made a motion to approve Ordinance 3314, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: None. Motion carried.

**Mayor left the meeting at 8:22 pm and returned at 8:24 pm.

5. **Discussion and consideration of passing and approving Ordinance 3308 amending chapter 40, Taxation, Article II, Sales Tax of the Midwest City Code, by taking Section 40-45 out of reserve and entitling it "Limited-Purpose Tax: Sales subject to tax seventy-five hundredths (0.75) of one percent" which shall provide for the levy of an additional earmarked seventy-five hundredths (0.75) of one percent excise tax to be expended only for the purposes and in the manner specified in the ordinance; establishing an effective date; providing for repealer, severability and codification; and declaring an emergency.** Council members, City Manager and staff had much discussion. Charles Thompson, 10400 NE 4th St.; Craig Dawkins, 7201 Hunters Run; Fred Hawk, 1302 S. Caldwell; Bobbie Holland, 202 E. Rickenbacker; and Steve Siebenaller, 9604 Kent Drive, addressed the Council. Eads made a motion to approve Ordinance 3308, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: None. Motion carried.
6. **Discussion and consideration of passing and approving Resolution 2017-27 of the City of Midwest City, Oklahoma, authorizing the calling and holding of a special election in the City of Midwest City, County of Oklahoma, State of Oklahoma, on Tuesday, October 10, 2017 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma, the question for their approval or rejection of approving Ordinance No. 3308 relating to the levy of an additional excise tax.** Eads made a motion to approve Resolution 2017-27, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: None. Motion carried.
7. **Discussion and consideration of issuing a proclamation calling for a special election in the City of Midwest City, County of Oklahoma, State of Oklahoma, on Tuesday,**

October 10, 2017 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. 3308 relating to the levy of an additional excise tax. Allen made a motion to issue proclamation, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: None. Motion carried.

- 8. Discussion and consideration of approval of capital projects for consideration in a general obligation bond issue.** Katie Hawk, 701 S. Timber Lane; Molly Haskett; 635 N. Timber Road; Jana Beller, 909 Lotus Ave; Farah Payton Snider and Chade Nash (Friends of the Shelter Foundation) addressed the Council. No Action Taken

- 9. Discussion and consideration of approving a resolution authorizing the calling and holding of an election in the City of Midwest City, State of Oklahoma, for the purpose of submitting to the registered, qualified electors of said City the question of the issuance of the General Obligation Bonds of said City in the sum of sixteen million two hundred five thousand and no/100S dollars (\$16,205,000.00), to be issued in series, to provide funds (Either with or without State or Federal aid) for the purpose of purchasing, constructing, equipping, improving, extending, renovating, repairing and beautifying public parks and parklands, cultural and recreational facilities, all to be owned exclusively by said City, as authorized by Section 27, Article X of the Constitution and Statues of the State of Oklahoma, and acts complementary supplementary and enacted pursuant thereto; and for the purpose of submitting to the registered, qualified electors of said City the question of the issuance of General Obligation Bonds of said City in the sum of four million six hundred thousand sixty-two thousand and no/100S dollars (\$4,662,000.00), to be issued in series, to provide funds (Either with or without State or Federal aid) for the purpose of acquiring, constructing, reconstructing, improving, remodeling, and repairing public safety buildings and facilities and acquiring necessary lands therefor and purchasing and installing public safety equipment all to be owned exclusively by said City, as authorized by Section 27, Article X of the Constitution and Statutes of the State of Oklahoma, and acts complementary supplementary and enacted pursuant thereto; and for the purpose of submitting to the registered, qualified electors of said City the question of the issuance of the General Obligation Bonds of said City in the sum of fifteen million five hundred thousand and no/100S dollars (\$15,500,000.00), to be issued in series, to provide funds (Either with or without State or Federal aid) for the purpose of constructing, reconstructing, improving and repairing streets within said City, as authorized by Section 27, Article X of the Constitution and Statues of the State of Oklahoma, and acts complementary supplementary and enacted pursuant thereto; and for the purpose of submitting to the registered, qualified electors of said City the question of the issuance of the General Obligation Bonds of said City in the sum of five million four hundred thousand and no/100S dollars (\$5,400,000.00), to be issued in series, to provide funds (Either with or without State or Federal aid) for the purpose of acquiring, constructing, reconstructing, extending, enlarging, improving and repairing the Municipal Water System within said City to be owned exclusively by said City, as authorized by Section 27, Article X of the Constitution and Statues of**

the State of Oklahoma, and acts complementary supplementary and enacted pursuant thereto; and in connection with each of said Bonds, the question of levying and collecting an annual tax, in addition to all other taxes, upon all the taxable property in said City for the payment of the interest and principal on said Bonds.
No Action Taken

10. **Discussion and consideration of issuing a proclamation calling for a special election in the City of Midwest City County of Oklahoma, State of Oklahoma, on Tuesday 10th day of October, 2017, for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma, the question for their approval or rejection of Proposition 1 to issue \$16,205,000 in bonds for the purpose of purchasing, constructing, equipping, improving, extending, renovating, repairing and beautifying public parks and parklands, cultural and recreation facilities, all to be owned exclusively by the City of Midwest City; Proposition 2 to issue \$4,662,000 in bonds for the purpose of acquiring, constructing, reconstructing, improvising, remodeling, and repairing public safety buildings and facilities and acquiring necessary lands therefore and purchasing and installing public safety equipment all to be owned exclusively by the City of Midwest City; Proposition 3 to issue \$15,500,000 in bonds for the purpose of constructing, reconstructing, improving and repairing streets within the city; and Proposition 4 to issue \$5,400,000 in bonds for the purpose of acquiring, constructing, reconstructing, extending, enlarging, improving and repairing the municipal water system within the city and to be owned exclusively by the City of Midwest City.** No Action Taken
11. **Discussion and consideration of approval of Employment of the Baker Group as Financial Advisors to the City regarding the General Obligation Bonds, Series 2017.** No Action Taken
12. **Discussion and consideration of approval of retaining Hilborne & Weidman as Bond Counsel regarding the General Obligation Bonds, Series 2017.** No Action Taken

New Business/Public Discussion. Bob Toney, 116 W. Ridgewood Dr. addressed the Council. Council Member Reed spoke about the new My-MWC App.

***Council Member Eads left meeting at 9:17 pm.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 9:19 p.m.

ATTEST:

SARA HANCOCK, City Clerk

MATTHEW D. DUKES, II, Mayor



***THE CITY OF
MIDWEST CITY***
Finance Department

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Christy Barron, Finance Director
DATE: July 25, 2017
SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of June, 2017.

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

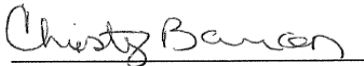
Cap. Sewer Imp.-Stroth (188) decreased due to the budgeted transfer of \$140,000 to **MWC Utilities Authority (193)** to fund the Soldier Creek Industrial Park project.

Downtown Redevelopment (194) decreased and **L & H Benefits (240)** increased because of the budgeted transfer of \$125,000.

MWC Hospital Authority (425) activities for June:

Compounded Principal (9010) - unrealized gain on investment	\$260,900
Discretionary (9050) - unrealized gain on investment	\$30,851

This item is at Council's discretion.



Christy Barron
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending June, 2017
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-16 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,674,435	-	1,930,025	508,517	(764,107)	(255,590)	1,674,435
10	GENERAL	4,469,379	(147,862)	4,671,897	36,462,388	(36,812,769)	(350,381)	4,321,516
11	CAPITAL OUTLAY RESERVE	910,331	-	893,700	16,631	-	16,631	910,331
13	STREET AND ALLEY FUND	855,701	-	1,775,423	858,228	(1,777,950)	(919,723)	855,701
14	TECHNOLOGY FUND	409,613	-	478,156	375,339	(443,882)	(68,543)	409,613
15	STREET LIGHT FEE	522,584	-	-	522,584	-	522,584	522,584
16	REIMBURSED PROJECTS	731,960	(184,121)	624,306	340,737	(417,204)	(76,467)	547,839
17	29TH & DOUGLAS PROPERTY	5,500,000	(65,063)	5,318,941	124,350	(8,354)	115,996	5,434,937
20	MWC POLICE DEPARTMENT	1,246,407	-	1,544,048	12,241,706	(12,539,347)	(297,641)	1,246,407
21	POLICE CAPITALIZATION	890,210	-	949,578	359,116	(418,485)	(59,368)	890,210
25	JUVENILE FUND	10,774	-	73,081	116,088	(178,396)	(62,308)	10,774
30	POLICE STATE SEIZURES	60,510	-	42,161	24,314	(5,966)	18,349	60,510
31	SPECIAL POLICE PROJECTS	73,425	-	48,259	33,678	(8,513)	25,165	73,425
33	POLICE FEDERAL PROJECTS	69,900	-	86,596	888	(17,585)	(16,697)	69,900
34	POLICE LAB FEE FUND	17,610	-	16,457	11,373	(10,220)	1,153	17,610
35	EMPLOYEE ACTIVITY FUND	19,645	(4)	17,714	10,939	(9,012)	1,927	19,641
36	JAIL	130,475	-	148,697	89,966	(108,188)	(18,223)	130,475
37	POLICE IMPOUND FEE	197,845	-	163,034	70,176	(35,365)	34,811	197,845
40	MWC FIRE DEPARTMENT	967,835	(4)	1,181,744	9,948,733	(10,162,646)	(213,913)	967,831
41	FIRE CAPITALIZATION	574,356	-	528,049	384,469	(338,162)	46,307	574,356
45	MWC WELCOME CENTER	352,068	(195)	348,868	202,303	(199,298)	3,005	351,874
46	CONV / VISITORS BUREAU	166,636	-	192,433	333,629	(359,426)	(25,796)	166,636
50	DRAINAGE TAX FUND	61,453	-	180,165	3,147	(121,859)	(118,712)	61,453
60	CAPITAL DRAINAGE IMP	427,064	-	417,629	460,286	(450,851)	9,435	427,064
61	STORM WATER QUALITY	943,553	-	918,411	758,061	(732,918)	25,142	943,553
65	STREET TAX FUND	1,241,274	-	1,231,886	442,434	(433,046)	9,388	1,241,274
70	EMERGENCY OPER FUND	598,793	-	658,058	397,843	(457,108)	(59,265)	598,793
75	PUBLIC WORKS ADMIN	291,156	-	283,928	977,158	(969,930)	7,227	291,156
80	INTERSERVICE FUND	272,360	-	183,485	2,260,325	(2,171,450)	88,875	272,360
81	SURPLUS PROPERTY	350,241	(284,653)	68,994	50,175	(53,580)	(3,405)	65,589
115	ACTIVITY FUND	335,898	-	269,707	195,085	(128,894)	66,191	335,898
123	PARK & RECREATION	642,080	(700)	552,750	577,942	(489,312)	88,630	641,380
141	COMM. DEV. BLOCK GRANT	6,034	-	15,156	478,563	(487,686)	(9,122)	6,034
142	GRANTS/HOUSING ACTIVITIES	161,239	(2,889)	188,674	142,821	(173,146)	(30,325)	158,350
143	GRANT FUNDS	224,958	(164,958)	60,000	598,488	(598,488)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending June, 2017
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-16 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,286,008	-	2,961,479	552,627	(1,228,098)	(675,471)	2,286,008
172	CAP. WATER IMP-WALKER	435,881	-	467,204	456,115	(487,439)	(31,323)	435,881
178	CONST LOAN PAYMENT REV	2,047,301	-	1,944,719	729,824	(627,242)	102,582	2,047,301
184	SEWER BACKUP FUND	79,795	-	81,039	1,481	(2,725)	(1,244)	79,795
186	SEWER CONSTRUCTION	3,300,875	(175,000)	3,101,034	1,464,915	(1,440,073)	24,841	3,125,875
187	UTILITY SERVICES	527,859	(924)	440,330	1,192,206	(1,105,600)	86,606	526,935
188	CAP. SEWER IMP.-STROTH	120,773	-	42,973	398,305	(320,505)	77,800	120,773
189	UTILITIES CAPITAL OUTLAY	1,732,752	(126,579)	1,575,337	825,534	(794,698)	30,836	1,606,173
190	MWC SANITATION DEPARTMENT	2,196,682	-	2,070,994	5,907,364	(5,781,676)	125,689	2,196,682
191	MWC WATER DEPARTMENT	1,227,918	-	559,333	6,254,517	(5,585,932)	668,585	1,227,918
192	MWC SEWER DEPARTMENT	1,249,305	(7)	1,130,962	5,336,760	(5,218,424)	118,336	1,249,298
193	MWC UTILITIES AUTHORITY	919,537	(12,244)	950,944	217,966	(261,616)	(43,650)	907,294
194	DOWNTOWN REDEVELOPMENT	4,076,075	(6,995)	3,749,062	1,476,384	(1,156,366)	320,018	4,069,079
195	HOTEL/CONFERENCE CENTER	828,736	(787,847)	(722,478)	6,051,249	(5,287,882)	763,366	40,888
196	HOTEL 4% FF&E	885,809	-	1,070,438	222,434	(407,062)	(184,628)	885,809
197	JOHN CONRAD REGIONAL GOLF	122,090	(6,580)	159,995	1,083,429	(1,127,915)	(44,486)	115,510
201	URBAN RENEWAL AUTHORITY	63,260	-	62,623	1,162	(525)	637	63,260
202	RISK MANAGEMENT	3,625,454	(37)	3,253,684	2,129,684	(1,757,950)	371,734	3,625,418
220	ANIMALS BEST FRIEND	95,010	-	74,490	24,770	(4,250)	20,520	95,010
225	HOTEL MOTEL FUND	-	-	-	575,895	(575,895)	-	-
230	CUSTOMER DEPOSITS	1,432,240	(1,432,240)	-	25,883	(25,883)	-	-
235	MUNICIPAL COURT	88,823	(88,823)	-	1,784	(1,784)	-	-
240	L & H BENEFITS	1,804,708	(20,371)	1,661,156	6,974,465	(6,851,283)	123,181	1,784,337
250	CAPITAL IMP REV BOND	3,876,201	(57,248,123)	(57,570,731)	14,590,129	(10,391,321)	4,198,808	(53,371,923)
269	2002 G.O. STREET BOND	560,306	-	3,064,713	18,674	(2,523,081)	(2,504,406)	560,306
310	DISASTER RELIEF	1,397,009	(185,649)	1,283,551	260,461	(332,652)	(72,191)	1,211,360
340	REVENUE BOND SINKING FUND	-	-	-	5,427,779	(5,427,779)	-	-
350	G. O. DEBT SERVICES	182,275	-	1,363,245	355,986	(1,536,956)	(1,180,970)	182,275
351	TAX INCREMENT FINANCING	1,502	-	(62,340)	64,946	(1,104)	63,842	1,502
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	83,613,413	(8,905,690)	65,393,519	11,146,067	(1,831,863)	9,314,204	74,707,723
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,913,111	(413,111)	2,500,000	56,429	(56,429)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,175,738	(22,184)	11,121,023	2,889,400	(3,856,869)	(967,469)	10,153,555
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	1,496,015	(154,711)	3,700,541	3,260,921	(5,620,156)	(2,359,235)	1,341,306
	TOTAL	158,770,262	(70,437,564)	81,490,853	150,354,022	(143,512,174)	6,841,847	88,332,700



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: July 25, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Grants Fund, revenue/Intergovernmental (06) \$17,878; expenses/Park & Rec (06) \$17,878; revenue/Intergovernmental (21) \$7,500; expenses/Emergency Operations (21) \$13,500; revenue/Intergovernmental (57) \$28,000; expenses/Capital Improvements (57) \$28,000; revenue/Intergovernmental (62) \$59,043; revenue/Transfers In (62) \$3,214; expenses/Police (62) \$62,257; revenue/Intergovernmental (88) \$23,187; expenses/Disaster Relief (88) \$23,187. Dedicated Tax 2012 Fund, revenue/Transfers In (00) \$17,878. Emergency Operations Fund, revenue/Transfers In (070) \$7,500. Capital Improvements Fund, revenue/Transfers In (00) \$28,000. Police Impound Fees Fund, expenses/Transfers Out (62) \$3,214. Disaster Relief Fund, revenue/Transfers In (88) \$23,187. Reimbursed Projects Fund, revenue/Intergovernmental (05) \$24,000; expenses/Community Development (05) \$128,273; revenue/Intergovernmental (14) \$16,001; expenses/Neighborhood Services (15) \$64,870; expenses/Housing (37) \$35,000; revenue/Intergovernmental (39) \$14,000; expenses/Economic (87) \$1,671.

The first supplement is needed to roll forward remaining budget in Grants Fund from fiscal year 2016-2017 to current fiscal year. The second through sixth supplements are needed to roll forward transfers in/out associated with roll forward of remaining budget in Grants Fund. The seventh supplement is needed to roll forward remaining budget in Reimbursed Projects Fund from fiscal year 2016-2017 to current fiscal year.

Christy Barron
Finance Director

SUPPLEMENTS

July 25, 2017

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
06	Intergovernmental	17,878			
06	Park & Rec			17,878	
21	Intergovernmental	7,500			
21	Emergency Operations			13,500	
57	Intergovernmental	28,000			
57	Capital Improvements			28,000	
62	Intergovernmental	59,043			
62	Transfers In	3,214			
62	Police			62,257	
88	Intergovernmental	23,187			
88	Disaster Relief			23,187	
		138,822	0	144,822	0

Explanation:
To roll forward remaining budget in Grants Fund from fiscal year 2016-2017 to current fiscal year. Funding to come from grant revenues, transfer in and fund balance.

Fund DEDICATED TAX 2012 (065)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Transfers In	17,878			
		17,878	0	0	0

Explanation:
To roll forward budgeted transfer in from Grants Fund from fiscal year 2016-2017 to current fiscal year.

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Transfers In	7,500			
		7,500	0	0	0

Explanation:
To roll forward budgeted transfer in from Grants Fund from fiscal year 2016-2017 to current fiscal year.

SUPPLEMENTS

July 25, 2017

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Transfers In	28,000			
		28,000	0	0	0
Explanation:					
To roll forward budgeted transfer in from Grants Fund from fiscal year 2016-2017 to current fiscal year.					

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Transfers Out			3,214	
		0	0	3,214	0
Explanation:					
To roll forward remaining budget for transfer out to Grants Fund to pay for social security expenses related to 2016 Safe Oklahoma Grant. Funding to come from fund balance.					

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
88	Transfers In	23,187			
		23,187	0	0	0
Explanation:					
To roll forward budgeted transfer in from Grants Fund from fiscal year 2016-2017 to current fiscal year.					

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
05	Intergovernmental	24,000			
05	Community Development			128,273	
14	Intergovernmental	16,001			
15	Neighborhood Services			64,870	
37	Housing			35,000	
39	Intergovernmental	14,000			
87	Economic			1,671	
		54,001	0	229,814	0
Explanation:					
To roll forward remaining budgets in Reimbursed Projects Fund from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.					



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: July 25, 2017

SUBJECT: Discussion and consideration of passing and approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; and amending the budgets for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budgets as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments cancelled at the close of day June 30, 2017.

The Finance Department by policy has determined it to be in the best interest of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2017, rather than waiting until September 30, 2017. This process which is allowed by statute will provide for these amounts to be available for supplemental appropriation into fiscal year 2017-2018. It is the Finance Department's recommendation to lapse the encumbrances for fiscal year 2016-2017. The lapsed encumbrances are then to be renewed effective July 1, 2017 and funded through available fund balance of the fiscal year 2016-2017.

Christy Barron
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. 2017-_____

A RESOLUTION APPROVING FOR THE CITY OF MIDWEST CITY, OKLAHOMA TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2017 TO BE MADE AVAILABLE FOR FISCAL YEAR 2017-2018; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2017-2018 TO INCLUDE THE RE-LEASED APPROPRIATIONS FROM THE FISCAL YEAR 2016-2017 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2017, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2017.

WHEREAS, the City of Midwest City (the City) has adopted the provisions of the Oklahoma Municipal Budget Act (the Act), 11 O.S., Sections 17-201 through 17-216; and

WHEREAS, the City is also subject to the provisions of Oklahoma State Statutes, 62 O.S., Sections 310.4 and 310.5, providing for treatment of unencumbered appropriations remaining at the close of each fiscal year; and

WHEREAS, 62 O.S., Section 310.4 provides that all unencumbered balances of appropriations remaining at the close of day June 30 each year may remain as a credit for that fiscal year up to the close of September 30, next, provided that no new indebtedness may be incurred after June 30 chargeable to such remaining appropriation of the immediately preceding fiscal year; and

WHEREAS, it is the City's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2017 as payable from FY 2016-2017 appropriations, renew those same commitments effective July 1, 2017, and provide supplemental appropriations necessary for those renewed commitments to be charged against appropriations for the FY 2017-2018 fiscal year; and

WHEREAS, the City Council of the City of Midwest City has determined it in the best interests of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2017, rather than waiting until September 30, 2017, for these amounts to be available for supplemental appropriation into the current fiscal year;

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

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2017, formerly lawfully charged against and payable from FY 2016-2017 appropriations, are hereby cancelled and renewed effective July 1, 2017, to be charged against and payable from additional FY 2017-2018 fiscal year appropriations to be provided through supplemental appropriation on July 1, 2017.

SECTION 2. Any remaining unexpended appropriations within each fund at the close of day June 30, 2017, are considered lapsed, no longer a credit for that fiscal year, and are released. Those released appropriations from FY 2016-2017 shall be and are hereby deemed supplemental appropriations for the 2017-2018 fiscal year effective July 1, 2017. The FY 2017-2018 budgets are hereby amended to reflect the inclusion of those supplemental appropriations.

General Fund (010):	
Departments-Divisions:	
City Manager (010-0110)	\$ 1,040
Community Development (010-0510)	\$ 48,611
Park & Recreation (010-0610)	\$ 2,803
Finance (010-0810)	\$ 3,076
Street (010-0910)	\$ 41,980
Animal Welfare (010-1010)	\$ 3,093
Municipal Court (010-1210)	\$ 520
General Government (010-1410)	\$ 19,280

Neighborhood Services (010-1510/30/40)	\$ 2,134
Information Technology (010-1610)	\$ 12,305
Emergency Management (010-1810)	\$ 2,324
Swimming Pools (010-1910)	\$ 2,401
Police Fund (020-6210):	\$ 21,475
Fire Fund (040-64/10-12):	\$ 7,105

Special Revenue:

Street and Alley (013-0910)	\$ 77,299
Technology (014-1415)	\$ 60,498
Reimbursed Projects (016):	
Community Development (016-0510)	\$ 15,483
Park & Recreation (016-0610)	\$ 33,404
Police (016-6210)	\$ 200
Fire (016-6410)	\$ 24,258
Recreation (016-7817)	\$ 1,200
Police State Seizures (030-6200)	\$ 297
Police Lab Fee (034-6200)	\$ 2,112
Employee Activity (035-3800)	\$ 37
Police Jail (036-6230)	\$ 4,976
Police Impound Fees (037-6210)	\$ 15,782
Welcome Center (045-7410)	\$ 12,639
Convention & Visitors Bureau (046-0710)	\$ 11,409
Emergency Operations (070-2100)	\$ 28,577
Activity (115):	
Recreation (115-7810/17)	\$ 3,331
Parks and Recreation (123):	
Park & Recreation (123-0610)	\$ 55,515
Parks (123-2310)	\$ 6,500
Community Dev Block Grant (141-3926/99)	\$ 4,144
Grants/Housing Activities (142-3720/20)	\$ 620
Grants (143):	
Emergency Operations (143-2100)	\$ 8,000
Downtown Redevelopment (194-9210/50)	\$ 113,406
Animals Best Friend (220-1000)	\$ 48,000
Disaster Relief (310)	
Neighborhood Services (310-1510)	\$ 2,016

Capital Project:

General Government Sales Tax (009):	
City Manager (009-0110)	\$ 1,258
Personnel (009-0310)	\$ 60,670
Community Development (009-0510)	\$ 14,338
Park & Recreation (009-0610)	\$ 889
Finance (009-0810)	\$ 5,995
Street (009-0910)	\$ 2,410
Municipal Court (009-1210)	\$ 1,000
General Government (009-1410)	\$ 36,401
Neighborhood Services (009-1510/30)	\$ 17,007
Information Technology (009-1610)	\$ 14,918
Swimming Pool (009-1910)	\$ 1,280
Senior Center (009-5500)	\$ 1,199
Police Capitalization (021-6210)	\$ 242,630
Fire Capitalization (041-6410)	\$ 29,187
Street Tax (065):	
Park & Rec (065-0610)	\$ 4,153
Parks (065-2310)	\$ 34,316
Streets (065-6600)	\$ 100,780
Capital Improvement (157-5700)	\$ 79,435

Inetrnal Service:

Public Works Administration (075-3010)	\$	11,495
Fleet Maintenance (080-2510)	\$	90,350
Surplus Property (081-2610)	\$	1,988
Risk Management (202-2910/54)	\$	5,925
L&H Benefits (240-0310)	\$	548

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma, this 25th day of July, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, MAYOR

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 25th day of July, 2017.

PHIL ANDERSON, City Attorney



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: July 25, 2017

SUBJECT: Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform an audit of Midwest City's 2016-2017 financial statements in an amount not to exceed \$59,380, and, only if required, \$3,000 for each major Federal program; and discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,500 for compilation of the 2017 SA&I Form 2643.

The Finance Department has been in communication with Mike Gibson of RSM US, LLP concerning the audit engagement for Fiscal Year (FY) 2016-2017. The financial statements audit fee is \$59,380 and each major Federal program audit fee is \$3,000. At this time, we anticipate having either one or two major Federal programs which require an audit for FY 2016-2017; however, this could change once the numbers for FY 2016-2017 are finalized.

It is recommended that the attached engagement letters be approved for audit services and compilation of the 2017 annual SA&I Form 2643 required by 11 O.S. §17-105.

Christy Barron
Finance Director

Attachments: Audit Engagement Letter
SA&I Form 2643 Compilation Engagement Letter
Required Communications Letter



June 30, 2017

City Council
Mr. J. Guy Henson, City Manager
Mr. Tim Lyons, Assistant City Manager
City of Midwest City
Midwest City, Oklahoma

RSM US LLP

531 Couch Drive
Oklahoma City, Oklahoma

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

www.rsmus.com

Attention: City Council

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Midwest City (the City), governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ending June 30, 2017 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

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

We will also perform the audit of the City as of June 30, 2017, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

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

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

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

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

Our audit will include all of the City's accounts and funds in effect as of and during the year ended June 30, 2017.

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

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

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

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

You will provide us with a preliminary schedule of expenditures of federal awards, covering Federal expenditures for the period from July 1, 2016 through June 30, 2017, by July 31, 2017.

We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 17, 2017.

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

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

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

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s);
- f. For report distribution; and
- g. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit;
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
 - (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

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

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and

- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

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

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

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

Our association with an official statement is a matter for which separate arrangements will be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering.

Because RSM US LLP will rely on the City of Midwest City and its management to discharge the foregoing responsibilities, the City of Midwest City holds harmless and releases RSM US LLP, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City of Midwest City's management which has

caused, in any respect, RSM US LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

City of Midwest City's Records and Assistance

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

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

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

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Other Relevant Information

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

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

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus directly billed expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters

e. The assumption that unexpected circumstances will not be encountered during the engagement

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Our fee for the services described in this letter will be as follows:

- Audit of financial statements \$ 59,380

- Single Audit Act requirements, **only if required:**
\$3,000 per major Federal program

Our fees for the services described in this letter will not exceed the amount listed above, unless any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. Other factors that could cause an adjustment to the professional fees would be the addition of new Federal programs that are "Type A" programs as defined by the Single Audit Act, new funds not previously communicated to us, changes in laws and regulations, accounting principles, auditing standards, and other matters that increase the amount of work required to complete the audit. All other provisions of this letter will survive any fee adjustment.

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

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

Reporting

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

In addition to our report on the City's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2017.

- Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program.
- A schedule of findings and questioned costs.

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

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

RSM US LLP



Mike Gibson, Partner

Confirmed on behalf of the City Council:

Mayor

Management's acknowledgment of the agreement:

City Manager

Assistant City Manager



June 30, 2017

Mr. Matt Dukes, Mayor
Mr. J. Guy Henson, City Manager
Mr. Tim Lyons, Assistant City Manager
City of Midwest City
Midwest City, Oklahoma

RSM US LLP

531 Couch Drive
Oklahoma City, Oklahoma

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

www.rsmus.com

Attention: Mayor Dukes

The Objective and Scope of the Engagement

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services:

We will compile, from information you provide, the 2017 Annual Survey of City and Town Finances (SA&I Form 2643), and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services (SSARSs) issued by the American Institute of Certified Public Accountants (AICPA).

The objective of a compilation is to assist you in presenting financial information in the prescribed form. We will utilize information that is your representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial information in the prescribed form in order for the Annual Survey (SA&I Form 2643) to be in conformity with the basis of accounting prescribed by Oklahoma State Auditor and Inspector pursuant to Section 17-105.1 of Title 11 of the Oklahoma Statutes.

Our Responsibilities

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, we will not express an opinion or provide any assurance regarding the financial information included in the Annual Survey (SA&I Form 2643).

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

Your Responsibilities:

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial information in accordance with the requirements of the Oklahoma State Statutes. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with **SSARS** :

- a. The preparation and fair presentation of the financial information in Annual Survey (SA&I Form 2643) in accordance with the basis of accounting prescribed by Oklahoma State Auditor and Inspector pursuant to Section 17-105.1 of Title 11 of the Oklahoma Statutes.
- b. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial information in the prescribed form.
- c. The prevention and detection of fraud.
- d. To ensure that the City identifies and complies with the laws and regulations applicable to its activities.
- e. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement; and
- f. To provide us with:
 1. Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial information such as records, documentation and other matters;
 2. Additional information that we may request from you for the purpose of the compilation engagement; and
 3. Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge and experience to oversee our preparation of the financial information. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Fees and Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by your personnel in the preparation of schedule and analyses of accounts has been discussed and coordinated with you. The timely and accurate completion of this work is an essential condition to our completion of the engagement and issuance of our compilation report.

Our fees for these services are based on the time required by individuals assigned to the engagement, plus direct expenses. Our fees for the services described in this letter will be \$2,500.

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

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

The City of Midwest City and RSM US LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the report issued by RSM US LLP or the date of this arrangement letter if no report has been issued. The City of Midwest City waives any claim for punitive damages. RSM US LLP's liability for all claims, damages, and costs of the City of Midwest City arising from this engagement is limited to the amount of fees paid by the City of Midwest City to RSM US LLP for the services rendered under this arrangement letter.

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

Mayor Dukes
City of Midwest City
June 30, 2017
Page 4

We will be pleased to discuss this letter with you at any time. If the foregoing is in accordance with your understanding, please sign this letter in the space provided and return it to us.

RSM US LLP

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

Mike Gibson, Partner

Acknowledged:

City of Midwest City, Oklahoma

Confirmed on behalf of the City Council:

Mayor

Management's acknowledgment of the agreement:

City Manager

Assistant City Manager



June 30, 2017

City Council
City of Midwest City
Midwest City, Oklahoma

RSM US LLP

531 Couch Drive
Oklahoma City, Oklahoma

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

www.rsmus.com

Attention: Finance Committee

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of City of Midwest City's financial statements and compliance as of and for the year ended June 30, 2017.

Communication

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

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

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

Independence

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

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

The Audit Planning Process

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

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

The Concept of Materiality in Planning and Executing the Audit

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

Our Approach to Internal Control and Compliance Relevant to the Audit

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

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

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

Timing of the Audit

We will perform planning and interim procedures in August 2017, including tests of major Federal programs. Year-end audit procedures will primarily be performed in October and November 2017. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to meeting this schedule and completing our audit on a timely basis.

Closing

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

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

RSM US LLP



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: July 25, 2017

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of May and June 2017.

This is a staff update

Catherine Wilson, Human Resources Director

REPORT OF THE EMPLOYEES' HEALTH BENEFIT PLAN FOR FISCAL YEAR 2016-2017												
FISCAL YEAR 2016-2017	<u>Jul -16</u>	<u>Aug - 16</u>	<u>Sep - 16**</u>	<u>Oct - 16</u>	<u>Nov - 16</u>	<u>Dec - 16</u>	<u>Jan - 17</u>	<u>Feb - 17</u>	<u>Mar - 17**</u>	<u>Apr - 17</u>	<u>May - 17</u>	<u>Jun - 17</u>
PLAN INCOME												
Budgeted (MTD)	572,353	572,353	572,353	572,363	572,363	572,363	572,363	572,363	572,363	572,363	572,363	572,363
Actual (MTD)	531,527	538,079	727,097	538,294	539,198	539,768	552,582	539,534	725,689	540,627	542,944	659,736
Budgeted (YTD)	572,353	1,144,706	1,717,059	2,289,422	2,861,785	3,434,148	4,006,511	4,578,874	5,151,237	5,723,600	6,295,963	6,868,326
Actual (YTD)	531,527	1,069,606	1,796,703	2,334,997	2,874,195	3,413,963	3,966,545	4,506,079	5,231,768	5,772,395	6,315,339	6,975,075
PLAN CLAIMS/ADMIN COSTS	<u>Jul -16</u>	<u>Aug - 16</u>	<u>Sep - 16</u>	<u>Oct - 16</u>	<u>Nov - 16</u>	<u>Dec - 16</u>	<u>Jan - 17</u>	<u>Feb - 17</u>	<u>Mar - 17</u>	<u>Apr - 17</u>	<u>May - 17</u>	<u>Jun - 17</u>
Budgeted (MTD)	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896
Actual (MTD)	629,294	570,126	572,340	694,343	537,963	524,514	696,790	430,232	443,512	511,423	713,962	526,785
Budgeted (YTD)	559,896	1,119,792	1,679,688	2,239,584	2,799,480	3,359,376	3,919,272	4,479,168	5,039,064	5,598,960	6,158,856	6,718,752
Actual (YTD)	629,294	1,199,420	1,771,760	2,466,103	3,004,066	3,528,580	4,225,370	4,655,602	5,099,114	5,610,537	6,324,499	6,851,284
EXCESS INCOME vs. EXPENDITURES	<u>Jul -16</u>	<u>Aug - 16</u>	<u>Sep - 16</u>	<u>Oct - 16</u>	<u>Nov - 16</u>	<u>Dec - 16</u>	<u>Jan - 17</u>	<u>Feb - 17</u>	<u>Mar - 17</u>	<u>Apr - 17</u>	<u>May - 17</u>	<u>Jun - 17</u>
Budgeted (MTD)	12,457	12,457	12,457	12,467	12,467	12,467	12,467	12,467	12,467	12,467	12,467	12,467
Actual (MTD)	-97,767	-32,047	154,757	-156,049	1,235	15,254	-144,208	109,302	282,177	29,204	-171,018	132,951
Budgeted (YTD)	12,457	24,914	37,371	49,838	62,305	74,772	87,239	99,706	112,173	124,640	137,107	149,574
Actual (YTD)	-97,767	-129,814	24,943	-131,106	-129,871	-114,617	-258,825	-149,523	132,654	161,858	-9,160	123,791
FISCAL YEAR 2015-2016	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May -16</u>	<u>Jun - 16</u>
PLAN INCOME												
Budgeted (MTD)	530,920	530,920	530,920	663,615	530,920	530,920	530,920	530,920	530,920	663,615	530,920	530,920
Actual (MTD)	537,739	532,037	534,342	718,473	539,926	534,845	549,498	529,364	556,672	729,630	631,135	556,148
Budgeted (YTD)	530,920	1,061,840	1,592,760	2,256,375	2,787,295	3,318,215	3,849,135	4,380,055	4,910,975	5,574,590	6,105,510	6,636,430
Actual (YTD)	537,739	1,069,776	1,604,118	2,322,591	2,862,517	3,397,362	3,946,860	4,476,224	5,032,896	5,762,526	6,393,661	6,949,809
PLAN CLAIMS/ADMIN COSTS	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
Budgeted (MTD)	560,232	700,290	560,232	560,232	700,290	560,232	560,232	700,290	560,232	560,232	700,290	560,232
Actual (MTD)	475,229	793,029	497,060	581,637	804,651	647,170	583,231	613,736	471,664	592,649	694,747	480,354
Budgeted (YTD)	560,232	1,260,522	1,820,754	2,380,986	3,081,276	3,641,508	4,201,740	4,902,030	5,462,262	6,022,494	6,722,784	7,283,016
Actual (YTD)	475,229	1,268,258	1,765,318	2,346,955	3,151,606	3,798,776	4,382,007	4,995,743	5,467,407	6,060,056	6,754,803	7,235,157
EXCESS INCOME vs. EXPENDITURES	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
Budgeted (MTD)	-29,312	-169,370	-29,312	103,383	-169,370	-29,312	-29,312	-169,370	-29,312	103,383	-169,370	-29,312
Actual (MTD)	62,510	-260,992	37,282	136,836	-264,725	-112,325	-33,733	-84,372	85,008	136,981	-63,612	75,794
Budgeted (YTD)	-29,312	-198,682	-227,994	-124,611	-293,981	-323,293	-352,605	-521,975	-551,287	-447,904	-617,274	-646,586
Actual (YTD)	62,510	-198,482	-161,200	-24,364	-289,089	-401,414	-435,147	-519,519	-434,511	-297,530	-361,142	-285,348

Current Fund Balance: \$1,781,458

June 2015 \$1,943,651

June 2014 \$1,200,749

June 2013 \$1,040,012

June 2012 \$1,652,428

****NOTE: Sept. 2016 and Mar. 2017 are months in which there are Three Payrolls of Revenue into the Plan**



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Catherine Wilson, Human Resources Director

DATE: July 25, 2017

SUBJECT: Discussion and consideration of renewing for the Fiscal Year 2017/2018 contracts with DB Compensation Software in the amount of \$2,000.04 to maintain the City's non-represented employees' compensation plan and job descriptions. There is no cost increase over last year.

Since all contracts expire at the end of each fiscal year, it is necessary to renew these contracts. This agreement provides data base maintenance and software support for the non-represented employees compensation plans and job descriptions.

Staff recommends approval of these items.

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

Catherine Wilson, Human Resources Director

DBCompensation™ SOFTWARE License and Support Agreement

This DBCompensation™ SOFTWARE License and Support Agreement, hereinafter referred to as AGREEMENT, is made and entered into as of the dates set forth below by and between DB Squared, LLC, an Arkansas Limited Liability Company, hereinafter referred to as DB SQUARED, and

City of Midwest City, OK

hereinafter referred to as LICENSEE.

WITNESSETH:

WHEREAS, LICENSEE is desirous of licensing DBCompensation™ SOFTWARE from DB SQUARED and receiving support for the DBCompensation™ SOFTWARE and DB SQUARED is desirous of providing said licenses and support services to LICENSEE, pursuant to the terms and conditions more particularly described herein;

NOW THEREFORE, for and in consideration of the premises, the terms and conditions herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, DB SQUARED and LICENSEE hereby agree as follows:

- 1. Rates, Amounts and Taxes Applicable to this AGREEMENT.** The rates and amounts listed in this section constitute an offer by DB Squared that shall be null and void if not accepted by LICENSEE by the OFFER EXPIRATION DATE. Rates and amounts shown here do not include applicable federal, state or local taxes or any other type of tax which might be applicable to this agreement. Applicable taxes will be added at the time of invoicing.

The EFFECTIVE DATE of this AGREEMENT shall be	July 1, 2017
The EMPLOYEE COUNT RANGE on which this AGREEMENT is based is	450 - 525
The DBCompensation™ SOFTWARE One-Time Licensing The DBCompensation™ SOFTWARE Tech Support Fee for 7/2017 - 6/2018 This annual fee covers software upgrades released during agreement term.	Paid \$166.67 per month
The TERM OF THE AGREEMENT shall be	12 months
The optional annual renewal fee after the term 24 months will be:	\$2,000 per year
Training provided to LICENSEE at no additional cost shall be and be provided via Internet connection.	N/A
All applicable taxes shall be	N/A
The optional MARKET UPDATE FEE shall be and due upon completion of the market update	\$4,500
Optional JOHANSON GROUP CONSULTING FEE shall be and due upon invoice of services provided	\$150 per hour

2. Definitions

- 2.1 **"DBCompensation™ SOFTWARE"** means the object code version of the JOB EVALUATION AND SALARY ADMINISTRATION MODULE (Copyright © 2005 by DB Squared, LLC. All rights reserved), any UPDATES and UPGRADES thereto, and any related user guides, instructions, and reference materials provided to LICENSEE.
- 2.2 **"UPDATE"** means any subsequent minor modification of, or patch to, the DBCompensation™ SOFTWARE.
- 2.3 **"UPGRADE"** means any major new release of the DBCompensation™ SOFTWARE. The term UPGRADE does not include other MODULES.
- 2.4 **"MODULE"** means any software which constitutes a separate product offering by DB SQUARED.
- 2.5 **"DBCompensation™ METHODOLOGY"** means a methodology developed for the purpose of prescribing the process and structure for fairly and equitably determining job classification salary ranges and employee pay rates. The DBCompensation™ METHODOLOGY is proprietary to Johanson Consulting, Inc., d.b.a., Johanson Group, an affiliate of DB SQUARED.
- 2.6 **"LICENSEE"** means the legal entity which is a party to this AGREEMENT. It does include subsidiaries of LICENSEE or other third parties. For the purposes of this AGREEMENT, the term "third party" means anyone other than LICENSEE.
- 2.7 **"EMPLOYEE COUNT RANGE"** means the number of employees on which this AGREEMENT is based. Fees for this AGREEMENT are based on the number of full-time employees within the employee count range.

3. Licenses

- 3.1 **DBCompensation™ SOFTWARE License.** DB SQUARED hereby grants LICENSEE a nonexclusive, nontransferable license to operate (but not to sublicense) DBCompensation™ SOFTWARE on the internet hosted platform. Under this license, the DBCompensation™ SOFTWARE may be used with up to the number of employees specified in the EMPLOYEE COUNT in section 1 plus twenty percent.
- 3.2 **DBCompensation™ SOFTWARE License Termination.** DB SQUARED may terminate this DBCompensation™ SOFTWARE License if LICENSEE breaches this AGREEMENT. Upon termination of the license, LICENSEE will not have access to the DBCompensation™ Internet Hosted SOFTWARE. If this AGREEMENT is terminated for any reason prior to the end of the INITIAL TERM, the license will automatically terminate. Except as provided herein, if this AGREEMENT is terminated after the end of the INITIAL TERM, and LICENSEE does not opt for self-renewing annual AGREEMENT provision, then the license and access to the Internet Hosted SOFTWARE shall terminate.
- 3.3 **Limitations on License.** LICENSEE may not: (a) modify, translate or create derivatives of the DBCompensation™ SOFTWARE and METHODOLOGY; (b) operate the DBCompensation™ SOFTWARE in connection with any methodology other than the DBCompensation™ METHODOLOGY for which it was designed; or (c) permit any access to, or use of, the DBCompensation™ SOFTWARE by any third party. If LICENSEE violates provision (a) above, LICENSEE hereby quitclaims and assigns all intellectual property rights arising therefrom to DB SQUARED, and shall take all necessary steps to perfect DB SQUARED'S title therein. No rights are granted except as expressly set forth in this AGREEMENT, and no right or forbearance may be construed under any theory of implication, estoppel or otherwise.
- 3.4 **Ownership of DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY.** The DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY are owned by DB SQUARED and/or its affiliates. This AGREEMENT does not confer any ownership of the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY to LICENSEE.

4. Support and Training

- 4.1 **Generally.** DB SQUARED will provide the following support for the DBCompensation™ SOFTWARE licensed hereunder, in accordance with DB SQUARED'S standard software support policies, as may be amended by DB SQUARED from time to time in its sole discretion: (a) DBCompensation™ SOFTWARE UPDATES AND UPGRADES; (b) telephone and/or e-mail consultation on use of the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY; and (c) assistance in error isolation and correction.
- 4.2 **LICENSEE Support Obligations.** LICENSEE agrees to test and verify any suspected error or defect in the DBCompensation™ SOFTWARE and to report such errors or defects to DB SQUARED in a timely manner. Upon request, LICENSEE agrees to provide DB SQUARED with reasonable assistance in reproducing such errors or defects.
- 4.3 **Limitations.** DB SQUARED'S support is limited to the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY.
- 4.4 **Training.** DB SQUARED will provide training on the use of the DBCompensation™ SOFTWARE AND DBCompensation™ METHODOLOGY to LICENSEE as specified in section 1 of this AGREEMENT.
- 4.5 **Market Updates.** If LICENSEE has elected in section 1 to receive optional market updates, then 1) DB SQUARED agrees to provide optional market updates to LICENSEE on an as needed basis during the term of this AGREEMENT, and 2) LICENSEE agrees to provide salary data to DB SQUARED when the optional market update has been request during the term of this AGREEMENT. LICENSEE understands that said salary data will be included in a study which will be made available to clients of DB SQUARED and/or its affiliates and that LICENSEE is not entitled to remuneration for the use of said salary data. DB SQUARED agrees that it will make said salary data available only in a consolidated form using market averages and that it will not publish the details of any specific LICENSEE'S salary data. Salary data to be provided to DB SQUARED by LICENSEE shall include the following: job titles used by LICENSEE, salaries associated with employees having said job titles and points associated with said job titles. Salary data will not include employee names.
- 4.6 **UPDATES and UPGRADES.** LICENSEE shall be entitled to UPDATES and UPGRADES to the DBCompensation™ SOFTWARE only as long as 1) this AGREEMENT remains in force, 2) the LICENSEE has not been notified that they are in breach of this AGREEMENT, and 3) all fees which are due to DB SQUARED from LICENSEE have been paid.

5. Fees and Timing of Payments

- 5.1 **DBCompensation™ SOFTWARE License Fee.** The Software License Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is a one-time fee which is due and payable at the signing of this AGREEMENT. This fee is non-refundable.
- 5.2 **DBCompensation™ SOFTWARE Support Fee.** The Software Support Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is an annual fee, and it will be paid on the anniversary dates of this agreement.
- 5.3 **MARKET UPDATE FEE.** The MARKET UPDATE FEE is based on a flat dollar amount as specified in section 1 and is due and payable upon completion of the update. If no MARKET UPDATE FEE is charged to LICENSEE, then no market update service will be provided to LICENSEE under this AGREEMENT.

6. Term and Termination of AGREEMENT

- 6.1 **Term.** This AGREEMENT will take effect upon the date specified above and will remain in effect for a minimum amount of time referred to as the INITIAL TERM of the AGREEMENT, as specified in section 1 of this AGREEMENT. This AGREEMENT will self-renew on an annual basis after the INITIAL TERM unless terminated by LICENSEE or DB SQUARED.
- 6.2. **Termination.** Either LICENSEE or DB SQUARED may terminate this AGREEMENT upon completion of the INITIAL TERM by a thirty (30) day written notice to the other party. DB SQUARED may terminate this AGREEMENT at any time if LICENSEE breaches this AGREEMENT and fails to cure such breach within thirty (30) calendar days following notice of such breach.
- 6.3 **Survival of Obligations.** The following provisions will survive termination of this Agreement for any reason: (a) Sections 3.3, 4.3, 7.1, 7.2, 8.2, 8.3, 8.4 and 9 (all paragraphs); and (b) any provision that expressly indicates it will survive.

7. Confidentiality and Proprietary Notices

- 7.1 **Nondisclosure and Nonuse.** The DBCompensation™ SOFTWARE, the DBCompensation™ METHODOLOGY, and the details of the use, operation and performance thereof, are confidential to DB SQUARED and its affiliates. To the extent the analyses and outputs produced by the DBCompensation™ Software are or become subject to laws and regulations pertaining to privacy, consumer information, or otherwise, they may constitute confidential information of LICENSEE's salary administration program. LICENSEE may allow its employees and contractors ("personnel") access to confidential information provided that: (a) such access is limited to a "need to know" basis; (b) all such personnel are bound under confidentiality and non-use restrictions substantially similar to those contained herein; and (c) upon termination of any personnel, such personnel no longer retain access to any confidential information. LICENSEE may not use or disclose to any third party any confidential information associated with the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY except as permitted by this AGREEMENT or as authorized by the prior written consent of DB SQUARED.
- 7.2 **Proprietary Marks.** LICENSEE agrees not to alter, change, or remove from the DBCompensation™ SOFTWARE any proprietary mark of DB SQUARED or its affiliates, including, patent, copyright, trade secret, trademark, or other intellectual property right notices.

8. Warranty; Indemnification

- 8.1 **Warranties.** DB SQUARED warrants, during the term of this AGREEMENT, that: (a) the internet hosted account on which the DBCompensation™ SOFTWARE is delivered, is free from defects; and (b) the DBCompensation™ SOFTWARE licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation accompanying the DBCompensation™ SOFTWARE. LICENSEE'S sole remedy for breach of the warranties shall be, at DB SQUARED'S sole discretion: (i) addressing internet hosted account accessibility; or (ii) modification of either the program code of the DBCompensation™ SOFTWARE or the associated documentation to bring them into compliance with each other.
- 8.2 **DISCLAIMER.** EXCEPT FOR THE PROVISIONS OF PARAGRAPH 8.1, NO REPRESENTATIONS OR WARRANTIES ARE MADE, OR MAY BE IMPLIED, WITH RESPECT TO THE SOFTWARE AND/OR ANY SERVICES PROVIDED HEREUNDER. DB SQUARED SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DB SQUARED, ITS DEVELOPERS AND AFFILIATES WILL NOT BE HELD LIABLE FOR ANY LIABILITY OR OUTCOME FROM LICENSEE'S USE OF THE DBCOMPENSATION™ SOFTWARE AS A MANAGEMENT SALARY ADMINISTRATION TOOL.

8.3. **HOLD HARMLESS.** LICENSEE SHALL HOLD DB SQUARED, ITS DEVELOPERS, AND AFFILIATES HARMLESS FROM ANY LOSS OR CLAIM RESULTING DIRECTLY FROM AND ATTRIBUTABLE TO LICENSEE'S USE OR POSSESSION OF THE DBCOMPENSATION SOFTWARE AND SHALL REIMBURSE DB SQUARED FOR THE LOSS CAUSED SOLELY BY LICENSEE'S USE OR POSSESSION OF THE DBCOMPENSATION SOFTWARE.

8.4 **LIMITATION ON LIABILITY.** EXCEPT FOR BREACHES OF SECTION 3.3, or 7.1, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OR DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. General Terms

9.1 **Assignment.** Licensee may not assign any right or delegate any obligation under this AGREEMENT, or transfer this AGREEMENT, without prior written consent of DB SQUARED, and any such attempt shall be void.

9.2 **Waiver.** The failure of a party to enforce its rights with respect to a breach hereunder shall not constitute a waiver with respect to any other occurrence of breach. Except as otherwise specified, the rights and remedies of a party under this AGREEMENT are in addition to any other rights or remedies available at law or in equity

9.3 **Governing Law.** This AGREEMENT will be governed by the laws of the State of Oklahoma, U.S.A., without regard to choice of law/conflict of law principles. Each party submits to the jurisdiction of the federal and state courts in Oklahoma County, Oklahoma, and agrees that any action brought in connection with this AGREEMENT shall be exclusively brought in such courts.

9.4 **Severability.** In the event that any provision of this AGREEMENT is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this AGREEMENT shall remain in full force and effect.

9.5 **Modifications.** Any modification of this AGREEMENT must be in writing and executed by an authorized representative of both parties.

9.6 **Construction.** The headers of this AGREEMENT are for convenience only. The verb "to include" (and all variations thereof) shall not be construed as a term of limitation, unless expressly indicated by the context in which it is used.

9.7 **Compliance with Applicable Laws.** LICENSEE shall at all times comply with all applicable laws and regulations in using the DBCompensation™ SOFTWARE, and shall defend and hold harmless DB SQUARED against any liability directly or indirectly resulting from LICENSEE's failure to comply with the foregoing.

9.8 **Notices.** LICENSEE shall send all communications to DB SQUARED as follows: 1) technical communications to Technical Director of Software; and 2) business and legal communications to General Counsel; at DB Squared, LLC, 2928 McKee Circle, Suite 119, Fayetteville, AR 72703, phone: 479-587-0151, fax: 479-521-5453.

9.9 **Complete Agreement.** This AGREEMENT represents the complete agreement between DB SQUARED and LICENSEE.

APPROVAL

AGENT ACKNOWLEDGES AND AGREES THAT: 1) AGENT IS AUTHORIZED TO ENTER INTO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE LICENSEE AND 2) BY EXECUTING THIS AGREEMENT, LICENSEE IS LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed by their respective authorized representatives.

DB Squared, LLC.

City of Midwest City

By: 

By: _____

Name: Bruce Johanson

Name: _____

Title: Principal

Title: _____

Date: 6-5-2017

Date: _____

Witness: 

ATTEST:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY, Philip W. Anderson



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

TO: Honorable Mayor and Council

FROM: Terri L. Craft, Grants Manager

DATE: July 25, 2017

SUBJECT: Discussion and consideration of 1) approval of the proposed 2017 Action Plan, a part of the 2015–2019 Consolidated Plan and Strategy, for the use of 2017 Community Development Block Grant (CDBG) funds, 2) authorization of the Mayor to submit the approved and/or modified certifications to the U.S. Department of Housing and Urban Development, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program.

On April 17, 2017, the Citizens' Advisory Committee on Housing and Community Development conducted a public hearing and recommended approval of the 2017 Action Plan. A summary of the proposed plan was published in the *Midwest City Beacon* on July 7, 2017. During the 14-day comment period, copies of the proposed plan were available for public review at Midwest City Hall, Midwest City Library, Midwest City Senior Center, Midwest City Neighborhood Services Office, Midwest City Neighborhoods in Action Office and the City of Midwest City website. The final document will be posted on the City of Midwest City website at www.midwestcityok.org.

The Consolidated Plan and annual action plans identify Midwest City's priority housing and non-housing community development needs and outline a strategy to address those needs within the CDBG program. An approved consolidated plan is a requirement for continued funding from the U.S. Department of Housing and Urban Development. The 2017 Action Plan reiterates goals and objectives, and contains descriptions of activities to be undertaken during fiscal year 2017-18 using CDBG funds, as recommended by the Citizens' Advisory Committee. It serves as Midwest City's application for 2017 Community Development Block Grant (CDBG) funding. A 2017 Action Plan budget summary is attached for your information.

Staff recommends approval of the attached proposed 2017 Action Plan and authorizations for certifications and contract documents.

Terri L. Craft
Grants Manager

PROPOSED 2017 CDBG / ACTION PLAN BUDGET SUMMARY

2017 CDBG Allocation	\$ 357,232.00	(2016 - \$370,552)
Prior Year Funds	<u>\$ 93,999.34</u>	
TOTAL:	\$ 451,231.34	

Primary Systems Home Repair Program	\$100,000.00
Slum/Blight Improvement Program	\$ 35,000.00
Senior Social Services Program (Autumn House Social Svcs)	\$ 14,000.00
Before/After School Scholarships (Latchkey Child Services)	\$ 14,000.00
At-Risk Youth and Family Program (Mid-Del Youth & Family)	\$ 11,500.00
Adult Literacy Materials (Literacy Link)	\$ 1,500.00
Share-A-Fare Program – COTPA	\$ 2,200.00
Senior MedRide Program – COTPA	\$ 5,000.00
Original Mile Public Improvements	\$ 75,000.00
Housing Rehab Admin Payroll/Benefits	\$ 96,637.00
Fair Housing, Gen Admin Payroll/Benefits	\$ 66,562.00
Contingency	<u>\$ 29,832.34</u>
Total CDBG Budget:	\$451,231.34



Executive Summary

2017 Action Plan

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

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

1. Introduction

The City of Midwest City has prepared the 2015-2019 Consolidated Plan (Con Plan) as a requirement to receive U.S. Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program funds. The Consolidated Plan outlines the needs, goals, and priorities for the City of Midwest City for a five year period through a needs assessment, strategic plan, and action plan, including the process of preparation, consultation, and administration. It is guided by the primary objectives of the Community Development Block Grant (CDBG) program: 1) providing decent housing; 2) a suitable living environment; and 3) expanded economic opportunities; principally benefiting persons of low to moderate income. An Annual Action Plan implements the strategies and provides a basis for allocating Community Development Block Grant (CDBG) resources. This document, the City of Midwest City's 2016 CDBG Action Plan, represents the goals and programming of funds for activities to be undertaken in year three of the five year Consolidated Plan covering the period of July 1, 2017 to June 30, 2018.

2. Summarize the objectives and outcomes identified in the Plan

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

1 - Decent, Affordable Housing:

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

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

2 - Suitable Living Environments:

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

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

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

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

3 – Economic Opportunity:

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

3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist, including aging housing and infrastructure, neighborhood and public improvements, and public services. The programs the city has used to address these needs have been well received by residents and neighborhood organizations. The City of Midwest City believes the programs proposed for the 2017 Action Plan year continue to be the most efficient and effective use of HUD Community Development Block Grant funds.

4. Summary of Citizen Participation Process and consultation process

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

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

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

5. Summary of public comments

See Section AP-12 for a public comments received during the development of the 2017 Action Plan.

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

All comments were accepted.

7. Summary

DRAFT

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

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

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

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

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Terri L. Craft

Grants Manager

City of Midwest City

100 N. Midwest Blvd.

Midwest City, OK 73110

405-739-1217

tcraft@midwestcityok.org

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

1. Introduction

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

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

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

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

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

The City of Midwest City does not receive ESG funds.

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

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

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

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

Table 2 – Agencies, groups, organizations who participated

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

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

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

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

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

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

The Con Plan includes a Citizens Participation Plan, which provides information on how the community may participate in the process. Copies of the Citizens Participation Plan are available at the Grants Management Department, 100 N. Midwest Blvd., Midwest City, OK 73110. The City of Midwest City develops Annual Action Plans for each year of the Con Plan (five years). The annual Action Plan details the specific programs and funding allocations to be made for the upcoming year. The programs contained within the annual Action Plan are in direct response to the needs and goals of the Con Plan. For the program year commencing on 7/1/17, the annual Action Plan has been developed in association with the 2015-2019 Con Plan.

Citizen Participation Outreach

Table 4 – Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	The Citizen Advisory Committee on Housing and Community Development on September 19, 2016 reviewed prior year progress and CAPER.	No Comments Received.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing, Flyers, Email, Letters	Non-targeted/broad community and direct outreach to organizations and persons associated with low income community.	The Citizen Advisory Committee on Housing and Community Development annual public needs meeting scheduled for November 28, 2016 did not have a quorum however, comments were heard and documented. 4 members of the community were in attendance and provided comments. City staff responded to all comments.	Comments provided were the need for additional funding for literacy materials, need for expansion of the senior activity program at Autumn House, suggestion for PSHR Program to include tree trimming, and continued funding for before and after school day care. after school scholarships .	N/A All comments were accepted and made of record at the April 17, 2017 CAC meeting	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/broad community	The Citizens Advisory Committee on Housing and Community Development held a public hearing on April 17, 2017 to discuss the 2017 Action Plan and recommendation to city council.	No public comments received.		
4	Public Notice, Web Site	Non-targeted/broad community	Draft Action Plan available for review and comment prior to City Council Action to approve on July 25, 2017.			

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

DRAFT

Expected Resources

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

Introduction

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Admin and Planning Economic Development Housing Public Improvements Public Services Slum/Blight	357,232		93,999	451,231	714,464	Midwest City plans to receive CDBG funds at or below its current grant amount during the remaining two years of the con plan.

Table 5 - Expected Resources – Priority Table

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

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

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

Midwest City currently has (6) vacant lots in the city's Original Mile Revitalization Area, (4) of which were originally acquired with Neighborhood Stabilization Program funds through the Oklahoma Department of Commerce (ODOC) The original landbanking activity has been completed and has satisfied national objectives. It is the city's intent to construct affordable owner occupied infill housing by partnering with a housing provider. Midwest City also supports (2) head start facilities, a Neighborhoods In Action Center, Neighborhood Services Center, Community Center and (4) transitional housing properties.

Annual Goals and Objectives

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

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of safe, decent affordable housing	2016	2019	Affordable Housing Housing Rehab Admin		Affordable Housing	CDBG: \$196,637	Homeowner Housing Rehabilitated: 27 Household Housing Unit
2	Facilities, infrastructure, improvement needs	2016	2019	Homeless Non-Housing Community Development		Public Facilities / Infrastructure / Improvements	CDBG: \$75,000	Other: 1 Other
3	Provide public assistance and services	2016	2019	Homeless Non-Homeless Special Needs Non-Housing Community Development		Public Services	CDBG: \$48,200	Public service activities other than Low/moderate Income Housing Benefit: 520 Persons Assisted
4	Reduce Slum and Blighted Buildings	2016	2019	Non-Housing Community Development		Slum / Blight Activities	CDBG: \$35,000	Buildings Demolished: 4
5	Planning and Administration	2016	2019	Administration		Administration	CDBG: \$66,562	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

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

Table 7 – Goal Descriptions

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

N/A

AP-35 Projects – 91.220(d)

The following projects are proposed for the city's 2016 CDBG Program.

Projects

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

Table 8 – Project Information

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

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

Projects

AP-38 Projects Summary

Project Summary Information

1	Project Name	Primary Systems Home Repair
	Target Area	
	Goals Supported	Preservation of safe, decent affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$100,000
	Description	Assistance available to low income homeowners in need of primary systems repair, emergency improvements or accessibility modifications to their homes.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Estimated 25 low income homeowners will benefit.
	Location Description	City-wide
	Planned Activities	
2	Project Name	Housing Rehab Administration
	Target Area	
	Goals Supported	Preservation of safe, decent affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$96,637

	Description	Payroll and administrative expenses for the Housing Rehabilitation Specialist
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	(2) low to moderate income households will benefit from the Housing Rehabilitation Loan Program in addition to the (25) estimated Primary Systems Home Repair Program beneficiaries mentioned in Activity No. 1
	Location Description	
	Planned Activities	
3	Project Name	Senior Services
	Target Area	
	Goals Supported	Preservation of safe, decent affordable housing Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$14,000
	Description	Daily senior public services and activities to include: coordinator, supplies, food, activity and transportation expenses.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	75 low income seniors and disabled citizens
	Location Description	Autumn House , Low income congregate living facility located at 500 Adair Blvd. Midwest City, OK
	Planned Activities	Social services and activities that will meet the needs of the senior and disabled residents.
4	Project Name	At Risk Youth Services

	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,500
	Description	Public services provided to at risk youth in community to include counseling, case management, classes, programs, etc.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 At risk low income youth and their families will benefit from the services provided.
	Location Description	Services will take place primarily at Mid-Del Youth and Family Services located at 316 S. Midwest Blvd. Midwest City, OK 73110. Additional services may be provided at local schools.
	Planned Activities	Activities provided include counseling, classes, outreach, and case management.
5	Project Name	Before/After School Care Scholarships
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$14,000
	Description	Scholarships provided to low and moderate income families for children to attend before/after school programs.
	Target Date	6/30/2018

	Estimate the number and type of families that will benefit from the proposed activities	This funding will provide approximately 15 low to moderate income families with partial scholarships for before/after school child care.
	Location Description	The program takes place at several local elementary schools throughout Midwest City.
	Planned Activities	Before/After school child care scholarships.
6	Project Name	Senior Medical Transportation Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$5,000
	Description	Senior transportation services provided to seniors for medical appointments.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 80 low income seniors and disabled residents in need of assistance transportation to medical appointments.
	Location Description	City-Wide
	Planned Activities	Senior/Disabled transportation
7	Project Name	Share A Fare Program
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$2,200

	Description	Taxi coupons provided to seniors/disabled for 40% discounted taxi fare.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 120 senior/disabled Midwest City residents
	Location Description	City-Wide
	Planned Activities	Providing discount taxi coupons to senior/disabled residents
8	Project Name	Slum/Blight Improvement Program
	Target Area	
	Goals Supported	Reduce Slum and Blighted Buildings
	Needs Addressed	Slum / Blight Activities
	Funding	CDBG: \$35,000
	Description	Acquisition, rehabilitation and/or demolition of blighted properties on a spot basis.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	4 dilapidated structures
	Location Description	City-Wide
	Planned Activities	Address dilapidated structures with demolition or remediation in order to stop the spread of blight through the community
9	Project Name	Original Mile Public Improvements
	Target Area	
	Goals Supported	Facilities, infrastructure, improvement needs

	Needs Addressed	Public Facilities / Infrastructure / Improvements
	Funding	CDBG: \$75,000
	Description	Public improvements In the Original Square Mile Revitalization Area.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	1 public improvement that will benefit the 4198 residents of the Original Mile Revitalization Area.
	Location Description	CT 1076.04 and CT 1076.05
	Planned Activities	Street improvements/public improvements
10	Project Name	Administration
	Target Area	
	Goals Supported	Planning and Administration
	Needs Addressed	Administration
	Funding	CDBG: \$66,562
	Description	CDBG program administration expenses, including payroll, office supplies, publications, wages, equipment, travel, training, fair housing.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

Table 9 – Project Summary

DRAFT

AP-50 Geographic Distribution – 91.220(f)

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

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

Geographic Distribution

Target Area	Percentage of Funds

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Midwest City does not allocate CDBG investment geographically or in targeted areas.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	27
Special-Needs	0
Total	27

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

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	27
Acquisition of Existing Units	0
Total	27

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

Discussion

Affordable housing goals may be met by Midwest City's housing rehabilitation programs - Housing Rehabilitation Loan Program and Primary Systems Home Repair Program. The HOME funded Homebuyer Assistance Program also meets affordable housing goals, however, is not reflected in the above numbers.

AP-60 Public Housing – 91.220(h)

Introduction

Midwest City does not have a public housing authority.

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

Not applicable.

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

Not applicable.

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

Not applicable.

DRAFT

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

Introduction

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

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

Midwest City has only documented a handful of chronically homeless over the years, seeing our most pressing need to be assisting those at risk of homelessness in the community. Being in such close proximity to Oklahoma City shelters and services, any immediate needs are satisfied through them. The 211 referral service refers to Oklahoma City providers, however, referrals often return to our community by way of transitional or permanent housing opportunities.

Addressing the emergency shelter and transitional housing needs of homeless persons

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

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

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

The City of Midwest City is not a direct recipient of the Emergency Solutions Grant (ESG) which could assist with housing the homeless and providing services to prevent homelessness, re-house or otherwise permanently house the homeless. It is the intent of the city to improve its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to

improve the city's assessment of need and plan appropriately for needed resources and service referrals.

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

The City of Midwest City is not a direct recipient of the Emergency Solutions Grant (ESG) to assist with housing the homeless and providing services to prevent homelessness, re-house or otherwise permanently house the homeless. It is the intent of the city to improve its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to improve the city's assessment of need and plan appropriately for needed resources and service referrals.

Discussion

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

N/A

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

Introduction

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

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

No Actions planned.

AP-85 Other Actions – 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

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

Actions planned to foster and maintain affordable housing

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

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

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

Actions planned to develop institutional structure

There are no plans to develop additional institutional structure.

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

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

Program Specific Requirements

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

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

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

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

Other CDBG Requirements

1. The amount of urgent need activities



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
- This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

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

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

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

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

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

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

07/25/2017

Signature/Authorized Official

Date

Matthew D. Dukes II

Name

Mayor

Title

100 N Midwest Blvd

Address

Midwest City, OK 73110

City/State/Zip

(405)739-1204

Telephone Number

- | |
|--|
| <input type="checkbox"/> This certification does not apply. |
| <input checked="" type="checkbox"/> This certification is applicable. |

Specific CDBG Certifications

The Entitlement Community certifies that:

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

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

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

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2___, 2___, 2___, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

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

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

Error! Not a valid link.

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

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

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

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

07/25/2017

Signature/Authorized Official

Date

Matthew D. Dukes II

Name

Mayor

Title

100 N Midwest Blvd

Address

Midwest City, OK 73110

City/State/Zip

(405)739-1204

Telephone Number

- This certification does not apply.**
 This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
 This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature/Authorized Official Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.**
 This certification is applicable.

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.**
 This certification is applicable.

ESG Certifications

I, _____, Chief Executive Officer of **Error! Not a valid link.**, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review

responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. **HUD’s standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.**

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.**
- This certification is applicable.**

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

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

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
City of Midwest City	100 N Midwest Bl	Midwest City	Oklahoma	OK	73110

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any

controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

- 1. Analysis of Impediments to Fair Housing
- 2. Citizen Participation Plan
- 3. Anti-displacement and Relocation Plan

	07/25/2017
Signature/Authorized Official	Date
Matthew D. Dukes II	
Name	
Mayor	
Title	
100 N Midwest Blvd	
Address	
Midwest City, OK 73110	
City/State/Zip	
(405)739-1204	
Telephone Number	



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

TO: Honorable Mayor and City Council
FROM: Terri L. Craft, Grants Manager
DATE: July 25, 2017
RE: Discussion and consideration of approving and entering into a contract for FY 2017-18 in the amount of \$191,058 with Central Oklahoma Transportation and Parking Authority (COTPA) EMBARK for the provision of Route 15 bus service in Midwest City.

The attached contract reflects an increase of \$9,684 over the contract executed in FY16-17 and represents the third year of a 3-year increase in Midwest City's cost share to support Route 15.

Bus service is provided every hour and 20 minutes from approximately 6:00 A.M. to 7:00 P.M. Monday through Friday along the 10-mile route through Midwest City. Ridership numbers are as follows:

2011-12	67,340	5612/month
2012-13	70,567	5881/month
2013-14	70,835	5903/month
2014-15	72,432	6036/month
2015-16	70,328	5861/month
2016-17	64,010	5334/month

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

Terri L. Craft
Grants Manager



AGREEMENT FOR TRANSIT SERVICE

BETWEEN

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

AND

City of Midwest City

July 1, 2017 – June 30, 2018

AGREEMENT FOR TRANSIT SERVICE

This Agreement made and entered into this ____ day of _____, 2017, by and between the Central Oklahoma Transportation and Parking Authority, hereinafter referred to as COTPA, and the City of Midwest City.

WITNESSETH:

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

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

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

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

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

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

1. DESCRIPTION OF SERVICE

COTPA shall provide the following:

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

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

2. **COST OF SERVICE**

The City of Midwest City agrees to pay the following:

For Route 15 bus service, the cost for the agreement period will be \$191,058 annually, to be paid \$15,921.50 per month for twelve months in FY18.

3. **METHOD OF PAYMENT**

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

4. **TERM OF AGREEMENT**

The term of this Agreement shall be considered to commence on the 1st day of July 2017, and shall continue until the 30th day of June 2018.

5. **EXPIRATION OR TERMINATION**

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

6. **EXCUSABLE DEFAULT**

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

7. **INTEGRATION**

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

8. **LAW CONTROLLING**

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

9. **INSURANCE**

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

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the Trustees of the Central Oklahoma Transportation and Parking Authority this ____ day of _____, 2017.

**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**

Seal:
ATTEST:

Secretary

CHAIRMAN

REVIEWED for form and legality.

Assistant Municipal Counselor

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the City of Midwest City this ____ day of _____, 2017.

THE CITY OF MIDWEST CITY

Mayor

Seal:
ATTEST:

City Clerk

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

City of Midwest City

ANTI-COLLUSION AFFIDAVIT

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

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

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

Signature of Midwest City's Authorized Agent

Name and Title

HORARIO DE RUTAS

015

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

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

Every 80 mins
Monday-Friday

EMBARK
embarkok.com

FARES Tarifas

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

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

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

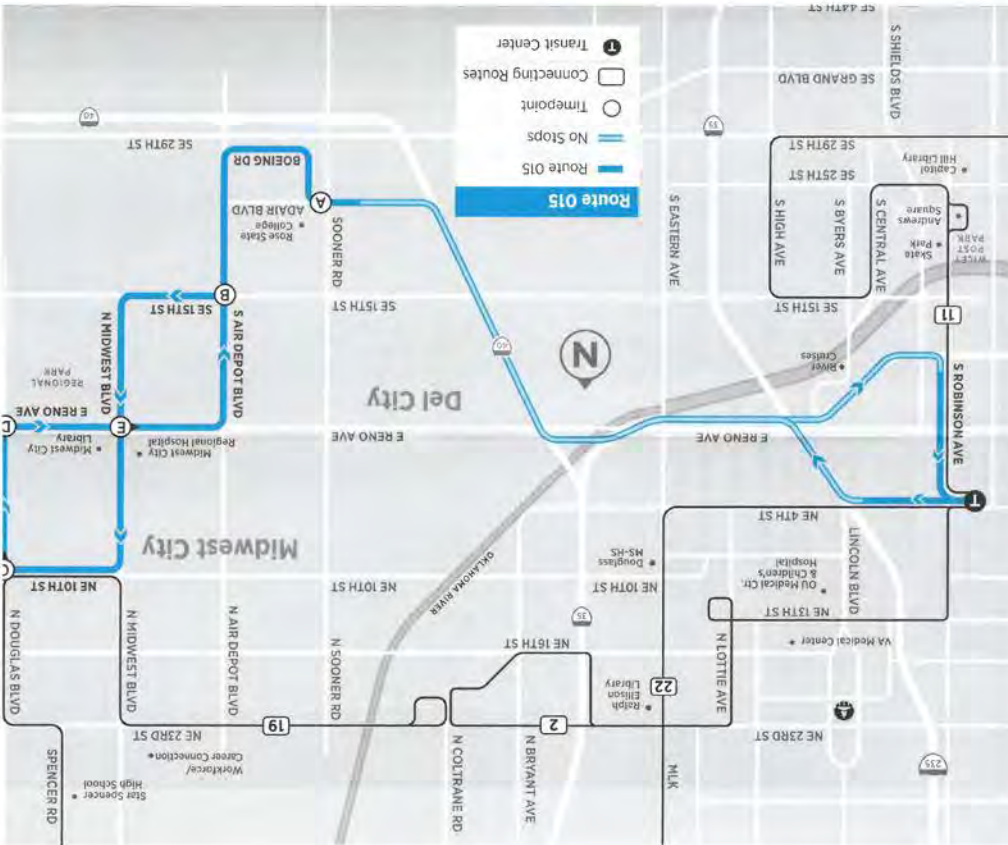
CONNECT WITH US












Everything you need to know about EMBARK can be found at embarkok.com or you can talk to us directly using any of the following options:
Todo lo que necesitas saber sobre el EMBARK puede encontrarse en embarkok.com, o puedes hablar directamente con nosotros a través de cualquiera de las siguientes opciones:

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

Si desea obtener la información en otro idioma, llame al 235-7433.
Neau quyú vò cabin thòng tin bằng ngòan ngòu khaoc, xin liên laic 235-7433.
如果您需要其他語言版本的信息，請致電：235-7433。

Effective: 4/2014



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

How to Read This Schedule

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

MYRIC
Get dep text or c

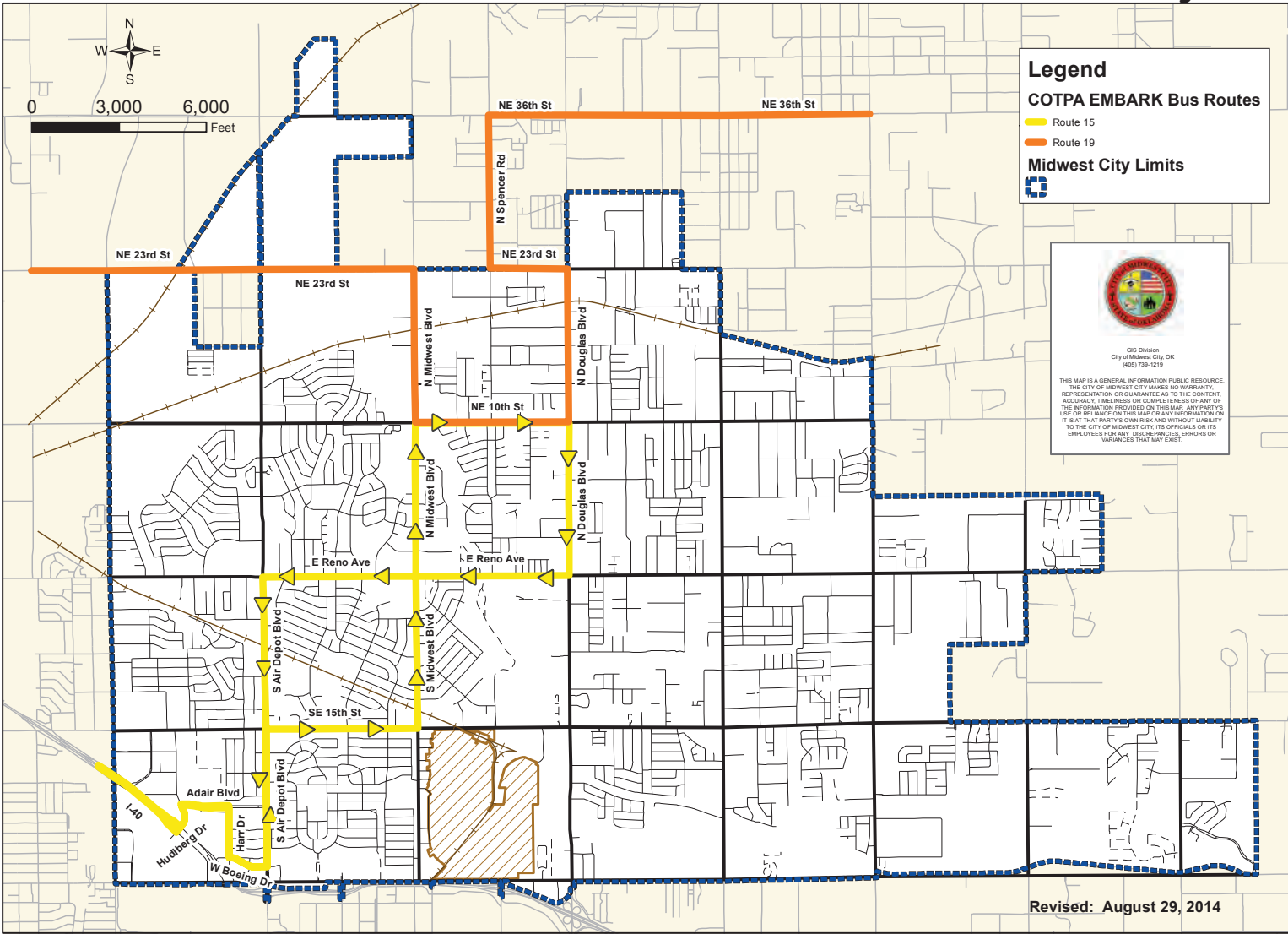
Anytime
Conozca las f línea. En cual

Text
Text

015
Envíe de ru parac

Log
Inclúe identi


COTPA EMBARK Bus Routes



Legend

COTPA EMBARK Bus Routes

- Route 15
- Route 19
- Midwest City Limits



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

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

Revised: August 29, 2014



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: July 25, 2017

RE: Discussion and consideration of approving and entering into a Memorandum of Understanding for 2017-18 in the amount of \$75,000 with the Boys and Girls Clubs of Oklahoma County Inc. for the operation of a club site at Telstar Elementary School, located at 9521 N.E. 16th Street in Midwest City.

The attached agreement between Midwest City and the Boys and Girls Clubs of Oklahoma County Inc. provides for a third year of support for a club site at Telstar Elementary School, for the 2017-18 year. The program will operate after school until 6:00 p.m. and implement a summer program.

The program will serve a minimum of 150 Midwest City youth with healthy snacks, homework/tutoring, computer time, art, life skills and structured physical activities. The cost to participating youth is a \$10 annual membership fee. Also attached is an Impact Matrix outlining accomplishments to be measured during the agreement period and a year-end status report covering the 2016-17 program at Telstar.

Staff recommends approval.

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

Terri L. Craft
Grants Manager

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

This Memorandum of Understanding (MOU) is made this 25th day of July, 2017 by and between the City of Midwest City (the City") and the Boys and Girls Clubs of Oklahoma County, Inc., (BGCOKC), collectively referred to as "the parties."

The purpose of this MOU is to express and acknowledge the mutual understanding of the parties hereto and the City's decision to provide local funding totaling not more the seventy-five thousand dollars (\$75,000) to continue the investment in the community's youth through the provision of after school and summer program services by the Boys & Girls Club site at Telstar Elementary School, located at 9521 N.E. 16th Street, Midwest City, Oklahoma. This MOU shall be effective from August 1, 2017 through July 31, 2018 and may be renewed for successive one-year periods upon concurrence of both parties and availability of funding. The parties agree to the following terms and conditions as partners:

BOYS & GIRLS CLUBS OF OKLAHOMA COUNTY AGREES TO:

- Identify, solicit, recruit and train adequate staff for the Telstar Boys & Girls Club Site, subjecting all employees to background check and drug testing
- Provide and manage programmatic activities including but not limited to development of policies, procedures and services consistent with the Boys & Girls Clubs of America (BGCA) approved programs
- Execute a MOU with the Oklahoma City Public School District to detail coordination and partnership in the operation and associated programming of the Telstar Boys & Girls Club site for the 2017-18 school year
- Provide capacity to support enrollment of at least (150) Midwest City youth
- Provide a safe, healthy and enriching environment for youth to grow and develop
- Implement strategies to positively impact student achievement personally and academically
- Provide evidence of general liability insurance coverage
- Keep city staff informed of club programming, accomplishments and special events
- Prepare a year-end report on club impact results as outlined in the attached matrix

CITY OF MIDWEST CITY AGREES TO:

- Upon submittal of a copy of the approved MOU with the Oklahoma City Public School District and submittal of BGCOKC invoice, pay \$37,500 after execution of this MOU; and the remaining \$37,500 paid upon invoice submittal no earlier than January 1, 2018
- Assist in seeking compatible programs and resources to enhance the Boys and Girls Club Program in Midwest City
- Assist in publicity efforts, community outreach, and volunteer recruitment

In witness whereof, the parties hereto have caused this MOU to be executed this 25th day of July, 2017.

BOYS & GIRLS CLUBS OF OKLAHOMA COUNTY, INC.

CITY OF MIDWEST CITY

BY: Jane Sutter
Jane Sutter, President & CEO

BY: _____
Matthew D. Dukes, II, Mayor

ATTEST:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY, Philip W. Anderson

Boys & Girls Club
Telstar Elementary

Impact Matrix Report

	Impact Guide	K-5th	Impact Measurement
1	Club Membership		Telstar BGC will have 150 active registered members by August 31, 2017
2	Average Daily Attendance		Approximately 120 students will attend every day after school
3	Academic Success Indicators		At least 142 Club members will achieve grade progression 120 members will receive at least 75 hours of homework help, including tracking of skills
4	Good Character & Citizenship Indicators		24 members will participate in Money Matters curriculum (designed for upper grades) 100 members will participate in conflict resolution or character building curriculum (Smart Moves, Smart Girls, Passport to Manhood). 12 members will participate as Student Government (BGCA Torch Club) 10 members will attend at least one MWC City Council meeting. Torch Club will launch a year-long project designed to strengthen the school and neighborhood.
5	Healthy Lifestyles Indicators		120 members will participate in at least 75 hours of physical fitness activities including basketball, volleyball and soccer 20 members will participate in healthy eating or food preparation classes with a member of their family. All members will participate in self-esteem building

Telstar | Judith Lawler, Unit Director

2016-17 TELSTAR BOYS & GIRLS CLUB REPORT
July 25, 2017

1	Club Membership	Telstar BGC will have 150 registered members by August 31, 2016— The Telstar Boys & Girls Club currently has 236 Registered Members (This includes a few kids who have graduated from Telstar but come back once a week to read with the younger kids.)
2	Average Daily Attendance	Approximately 120 students will attend every day after school ADA during the school year was 115, but on occasion surpassed 150. The Average Daily Attendance during the summer was 120.
3	Academic Success Indicators	95% Club members will achieve grade progression 100% of Club members passed to the next grade! Six other students in the school were retained. 80% members will receive at least 75 hours of homework help, including tracking of skills 100% receive homework help every day, with specific skills tracked (101 students attended often enough to receive at least 75 hours of homework help)
4	Good Character & Citizenship Indicators	16% members will participate in Money Matters curriculum (designed for upper grades) 21 4th and 5th graders completed the Financial literacy curriculum 66% members will participate in conflict resolution or character building curriculum (Smart Moves, Smart Girls, Passport to Manhood). 154 members completed a Conflict Resolution curriculum; 100% of Club members participated in Character Development activities (including the above mentioned curricula) every Monday. Mondays are Character Day at the Club. 10% of membership will participate as Student Government Members (BGCA Torch Club) 21 Club members participate in Torch Club (student government) 10% of members will attend at least one MWC City Council meeting. 7 Torch Club members participated in the MWC Jan. 10, 2017 briefing with the Mayor and the pre-Council meeting, and 5 others also attended the actual Council meeting. Torch Club members also made Christmas Cards for residents of the senior citizens housing down the street.
5	Healthy Lifestyles Indicators	80% members will participate in at least 75 hours of physical fitness activities including basketball, volleyball and soccer 105 members participated in at least 75 hours of physical fitness activities including “Workout Wednesdays” with Zumba, kickball, soccer, obstacle courses, basketball, volleyball, and fitness exercises 15% of members will participate in healthy eating or food preparation classes with a member of their family. In addition to daily healthy snacks provided by the Food Bank, 23 members participated in a food preparation for an end of year celebration that all club members and some parents participated in.

		70% of members will participate in self-esteem building 154 members were part of programs designed to increase self-esteem, especially emphasized on Character Mondays, but is a component of all Club interactions throughout the week.
6	Reduction in School Mobility Rate	There will be a reduction in number of students who leave Telstar during the school year (compared with 2014-15 school year). Principal Ms. Winston said she cannot calculate that number, and recommended that we delete it from the list of measurements.

Additional GOOD NEWS!

Unlike last year, the Oklahoma City Public School District allowed us to have Boys & Girls Clubs activities at Telstar Mondays through Thursdays through June! The summer program ran from 8:00a – 6:00p, and included lunch and snacks, academic programming, field trips and other enrichment activities. Since we were unable to be at the school on Fridays, Unit Director Judith Lawler arranged for Club members to meet at DC Grill in Del City. In addition to providing space, owner Cheryl Jackson provided meals and snacks on Fridays. One field trip was conducted each day, so that all Club members got to participate in at least one field trip each week. Destinations included the Oklahoma Science Museum, Oklahoma City Zoo, roller skating, Victor Olidipo basketball camp (offered free for Club kids), and movies. Thank you to Midwest City for use of City vans to provide transportation on field trips! Divine Wisdom Church provided an additional driver and bus for field trips as well.

Club kids participated in a one-day DigiGirlz Camp and a two week Microsoft Camp this summer. During the Microsoft Camp, they created their own business from bottom up, including branding and how it would make a profit.

We are also working with the Oklahoma City Public School District and city staff to move forward on a grant for a KaBoom! playground at the school. KaBoom! grants require a great deal of community participation, so you will be hearing more about that in the near future. (If the grant is approved, there will be a community-wide “build day” November 8.)

We also would like the Council to know that the Boys & Girls Clubs of Oklahoma County is in the early stages of implementing a Comprehensive Campaign to raise funds to help sustain our programs at the school sites among other programmatic improvements. We have already invested a significant amount of funding to accompany the City’s contribution to help the Telstar Club survive, and remain committed to this successful program. (City funding covers about 40% of the program cost.) **Thank you** for your loyal support!



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: July 25, 2017

Subject: Discussion and consideration of approving and entering into a contract for August 2017 - June 2018 between the Parks and Recreation Department and Vann & Associates for marketing and public relations services in the amount of \$1500.00 per month.

Vann and Associates has been providing marketing and public relations services for several years to the Parks and Recreation Department as well as the CVB. The scope of services outlined in this agreement includes social media marketing development and management for Facebook and Twitter, as well as production and distribution of a monthly e-newsletter. The services include content development, writing and graphic design for said services. Using one professional firm for all public relations provides brand continuity and consistent positive image production across all the Parks and Recreation Department's communication mediums.

In addition, the contract provides a not to exceed hourly production rate of \$175.00 for services over and above as outlined in the agreement.

The Special Events and Marketing Manager has been very pleased with the quality of work provided by Vann and Associates. Staff recommends approval.

Vaughn K. Sullivan
Public Works Director

Attachment: Vann and Associates Contract



AGREEMENT | CITY OF MWC PARKS & RECREATION

Services Provided

Social Media Marketing development:

Vann & Associates will provide on-going social media marketing development including the creation of contests, content, engagement with other social media users as well as positioning for outreach opportunities. Our services include development on two social media channels, Facebook and Twitter.

Social Media Management:

Once the content and strategy has been developed, Vann & Associates will then manage both the city of Midwest City Parks and Recreation Department's Facebook and Twitter accounts utilizing both written content and graphics to engage current and new engagements.

E-newsletter Development & Distribution:

Vann & Associates will work with city staff to develop timely messaging to distribute via an e-newsletter once a month. This messaging will include showcasing the city events, Parks and Recreation Department offerings and other pre-approved messaging.

Services provided include content development, writing and graphic design.

Compensation for Services

For the services described above, Vann & Associates will charge a fee of \$1,500 per month for a term of eleven months. This does not include third-party services such as Constant Contact.

Additional Third-Party Costs

The prices within this proposal do not include associated costs such as printing, photography, advertising buys, stock photography, e-newsletter services, travel expenses or other hard costs potentially associated with the creation of collateral material or other services. Although the agency has tried to foresee any potential costs, there may be occasions in which additional funds will be necessary to complete a task. In such cases, the client will be notified prior to the expenditure of such costs. If the client does not want to expend additional costs, the client acknowledges the potential impact such decisions may have on the outcome of a service or project.

Limit On Agency Service Fees

Any additional services over and above as outlined in this agreement may be billed at an hourly rate not to exceed \$175.00 per hour.

Communication/Reporting

Vann & Associates will appropriate updates concerning the progress of our work. We will schedule a regular meeting either in person or via conference call to discuss the overall direction, progress and concerns either the client or agency may have.

Agency Responsibilities

The agency will be responsible for performing all of the duties outlined within this proposal. An agreement reflecting the services and the benchmarks of performance will be signed prior to the beginning of services.

Client Responsibilities

The public relations process is a partnership between the agency representative and the client. We work with you to develop campaigns, brands and recommendations to move your organization forward. As a client, we ask you provide the agency with information, materials and access to key staff and information so we may determine the best recommended direction for your campaign. Our agreement is based upon benchmarks set by both the client and the agency. Often, those goals can only be achieved if we work together.

Agency of Record

Vann & Associates Strategic Communications Solutions, LLC (dba Vann & Associates Public Relations + Marketing) shall be the agency of record for the city of Midwest City Parks and Recreation Department and Made in Oklahoma Festival. This entitles Vann & Associates to exclusivity to any opportunity or service within the scope of this agreement. Additional agencies, firms, and/or individuals solicited to perform any scope similar to these services must be approved in writing by Vann & Associates prior to entering into a relationship. Vann & Associates reserves the right to refuse any agency, firm and/or individual for any reason.

Past Due Payments

Monthly payments are due by the first day of each month. If they are not received by the fifth day of each month, there will be a 10 percent fee compounding until payment of the original amount and all late fees are received.

Defining a Billable Hour

A "billable hour" as defined by this agreement is any 60 minute interval, per representative during the standard business hours of 8:30 a.m. to 5:30 p.m. Monday through Friday. Additional agency staff or additional time is billed against such hour at intervals of 15 minute blocks. The number of staff assigned to a project or service is at the sole discretion of Vann & Associates, however, we will maintain a budget conscious perspective when adding additional staff. Times devoted outside of standard business hours, defined as 8:30 a.m. to 5:30 p.m., Monday through Friday, shall be billed at time and a half increments of 15 minute intervals.

Length of this agreement

This is a eleven-month agreement beginning August 1, 2017 and ending on June 30, 2018.



Cancellation Policy

After the first 60 days, either party may cancel this agreement by providing written notice 30 days prior to the desired date of cancellation. Any outstanding monthly fees shall be paid up to the point of separation. Any projects or services shall be paid in full prior to separation. The agency will return any proprietary items such as photographs, documents, etc. to the client prior to separation.

Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Consented and Agreed to:

TONY VANN
PRESIDENT

June 22, 2017

DATE SIGNED

THE HONORABLE MATT DUKES
MAYOR, CITY OF MIDWEST CITY

DATE SIGNED

ATTEST:

CITY CLERK, Sara Hancock
APPROVED as to form and legality this ____ day of _____, 2017.

CITY ATTORNEY, Phillip W. Anderson



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 City Council

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

DATE : July 25th, 2017

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

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

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachment

GENERAL MUTUAL COOPERATION AGREEMENT

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

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective July 1, 2017, between the **CITY OF MIDWEST CITY**, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

8. This Agreement shall commence on July 1, 2017 and continue through June 30, 2018.

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

MUNICIPALITY

APPROVED by the Municipality this _____ day of _____,

2017.

ATTEST:

City Clerk By _____
Mayor

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

2017.

City Attorney

COUNTY

APPROVED by the County this

22

day of

June

, 2017

2017.



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

By _____

Chairman

Edna Mangus

By _____

Member

Willie A. [Signature]

By _____

Member

Raymond R. [Signature]

ATTEST:

D. B. Hart

County Clerk

APPROVED as to form and legality this

22

day of

June

, 2017.

Assistant District Attorney

[Signature]



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

From: Billy Harless
Community Development Director

Date: July 25th, 2017

Subject: Discussion and consideration of accepting a proposal from R L Shears Company for professional landscape architectural services for the Mid-America Park Master Plan at a cost of \$16,000.00.

The accompanying proposal is for the preliminary and final design. The funds for this design will be appropriated out of the Hospital Authority (425) Fund.

Staff recommends entering into the agreement.

Billy Harless, AICP
Community Development Director

Attachments

July 5, 2017

Mr. Brandon Bundy, PE
City of Midwest City
Assistant City Engineer
Midwest City, Oklahoma 73110

Dear Mr. Bundy,

I am pleased to offer the following Proposal for Professional Landscape Architectural Services for the Mid-America Park Master Plan.

SCOPE OF PROJECT:

Develop a park master plan and schematic drawings including a conceptual site plan and color illustrative sketches illustrating before and after conditions of the park features. Park amenities will include parking, walking trails, splash pad, playground, picnic pavilion and open lawn areas. The final deliverables will include 24"x36" rendered master plan with color sketches, cost estimates, and an 11x17 tri-fold marketing brochure. The marketing brochure will feature the proposed park amenities and an action plan for implementation of the park improvements.

SCOPE OF BASIC SERVICES:

Phase 1 – Preliminary Design

- Conduct a site inventory and analysis with City Staff.
- Prepare site inventory and analysis drawings.
- Prepare design development plans illustrating the functional relationship of the park improvements.
- Prepare draft 11x17 tri-fold brochure.
- Preliminary cost estimates and prioritized list of park improvements and phasing.
- Attend review meeting with City Staff.
- Facilitate 2 Public Meetings

Phase 2 – Final Design

- Prepare final design drawings, sketches, brochure, and cost estimates.
- Attend Park Board Meeting

COMPENSATION:

- The fees for the services described above are based on a fixed fee as shown below:

Phase 1 – Preliminary Design:	\$9,000.00
Phase 2 – Final Design:	\$6,500.00

Reimbursable Expenses: _____ \$500.00
Total Fee: \$16,000.00

Additional Services:

Additional services are those services not included under Basic Services, but otherwise listed or requested in writing. Compensation for additional services will be negotiated on an as needed basis.

Ownership of Documents:

All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the Owner.

Your signature below indicates acceptance of the foregoing provisions and a draft contract will follow for your review.

Accepted By: _____

Date: _____

Sincerely,



Robert Shears ASLA, CLARB
President, R.L. Shears Company, P.C.



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 City Council

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

DATE : July 25th, 2017

SUBJECT : Discussion and consideration of accepting maintenance bonds from J's Plumbing
in the amount of \$3450.00.

The one year maintenance bonds from J's Plumbing is for the sewer line improvements installed in conjunction with the new U Storage facility located near N.E. 23rd Street and Douglas Boulevard.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

BOND No. 63019664

KNOW ALL BY THESE PRESENTS that we, J's Plumbing as Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Three Thousand Four Hundred Fifty and no/100 dollars (\$ 3,450.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Plumbing For Rental Units (the "Improvement"), for a period of One (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and CITY OF MIDWEST CITY dated the 29th day of December 2016, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 14th day of February, 20 17.

J's Plumbing
Principal

ATTEST:

Secretary

By [Signature]



WESTERN SURETY COMPANY
Surety

ATTEST:

Secretary

By [Signature]

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

City Attorney

Accepted by the city council of the City of Midwest City this _____ day of _____, 20____.

City Clerk

Mayor

OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: U Storage OK

PROJECT LOCATION: 2209 N. Douglas

TYPE OF CONSTRUCTION: Water main extension for hydrants
Sewer main Re-Route

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 34,000 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER

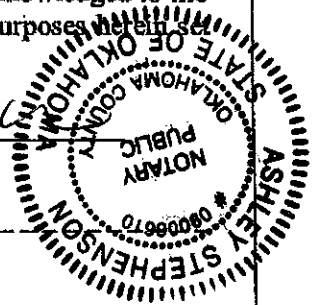
Date: 5/17/17

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 17th day of May, 2017, personally appeared John L Gravitt, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as he free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 8/7/17

[Signature]
NOTARY PUBLIC



CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By [Signature]
CONTRACTOR

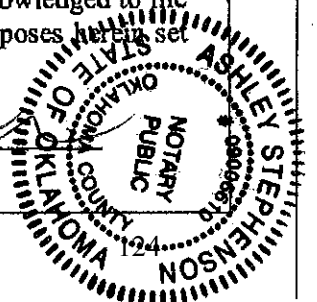
Date: 5-17-17

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 17 day of May, 2017, personally appeared L. JACOB Whiteley, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as he free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 8/7/17

[Signature]
NOTARY PUBLIC



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63019664

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint CHRISTOPHER WADE MULLINGS

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: J's Plumbing

Obligee: City of Midwest City

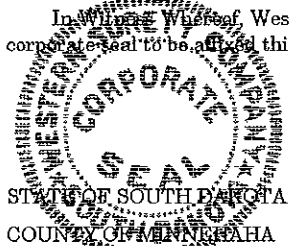
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of February 14, 2018, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 14th day of February, 2017.

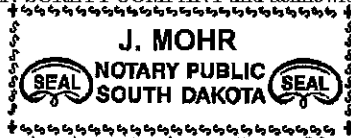


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 14th day of February, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of February, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Robert Coleman, Director of Economic Development
DATE: July 25, 2017
RE: Discussion and consideration of authorizing Staff to seek an amendment to PlanOKC for City-owned property in the Northwest Quarter of Section 13, Township 11 North, Range 02 West (a/k/a 9200 – 9400 SE 29th Street)

The Midwest City Memorial Hospital Authority in August 2001 acquired the former Eastland Hills Mobile Home Park, 9200 SE 29th Street, from the Reid family. It simultaneously closed on the former Leisure Time RV Sales/Service, 9300 SE 29th Street, which was also purchased from the Reids.

In January 2002, these properties were sold to the City of Midwest City. Shortly thereafter, Leisure Time RV closed and moved to the intersection of S Anderson RD and Interstate 40. Eastland Hills MHP continued to function until it was ultimately closed (circa. 2014).

The former Leisure Time site lies partially in the City of Oklahoma City’s (“OKC”) Light Industrial (I-1) and Community Commercial (C-3) zoning districts while the former Eastland Hills site is in partially in the C-3 district and partially in the Manufactured (Mobile) Home Park (R-MH-2) district, and all of the property lies in the OKC Airport Environs 1 (AE-1) airport protection zone. We are currently in discussion with private parties interested in redeveloping these properties, which will likely require a zoning amendment.

OKC’s comprehensive plan, PlanOKC, serves as its basis for future zoning amendments. We are uncertain the proposed future uses for the property will conform to the plan. We are going to meet with OKC Planning Department officials to discuss and possibly move forward with a formal request to amend PlanOKC as necessary.

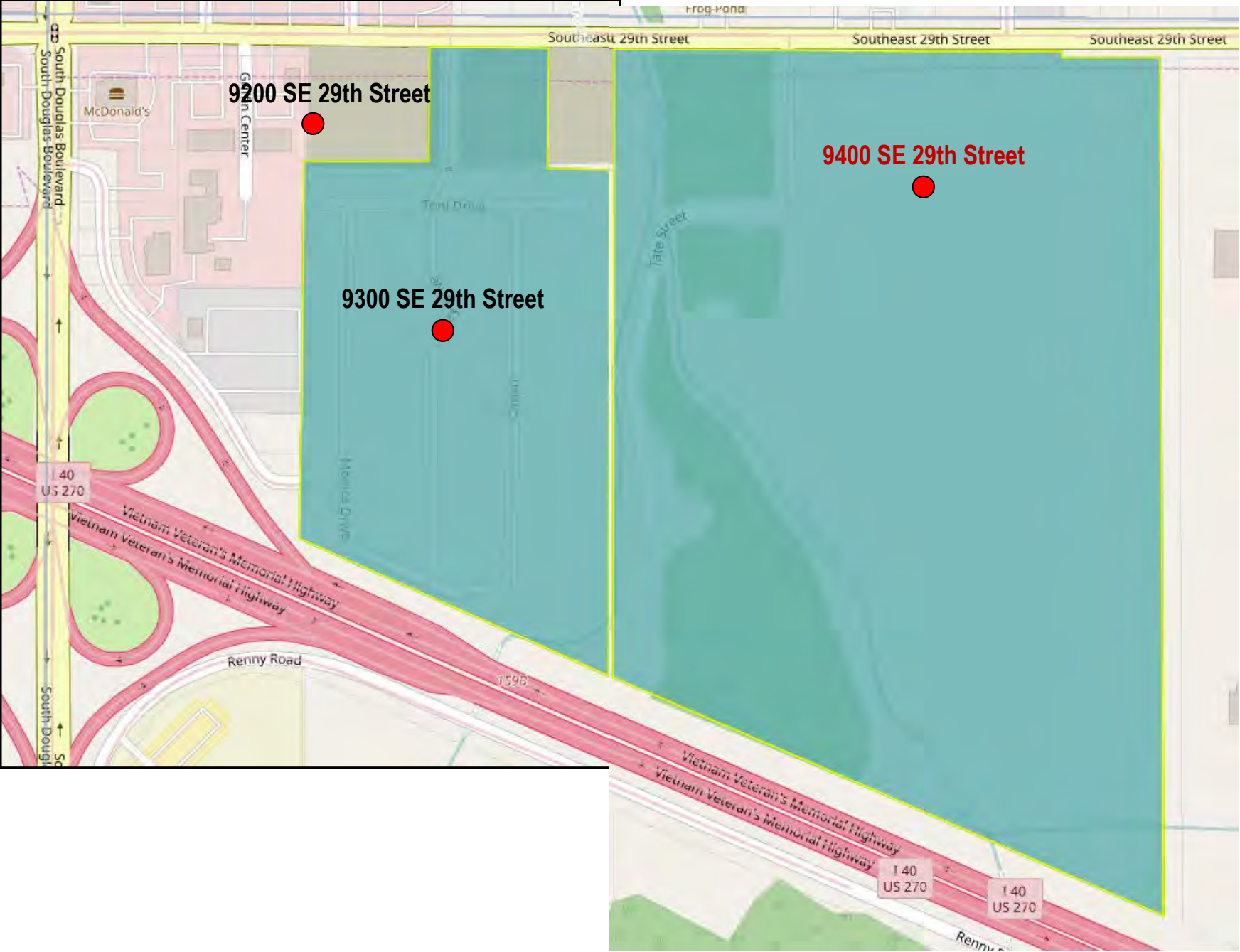
There is no cost to request an amendment.

Staff recommends approval.

Robert Coleman, Director of Economic Development

Attachments: Property Map
Current OKC Zoning Map
Current PlanOKC Land Use Map

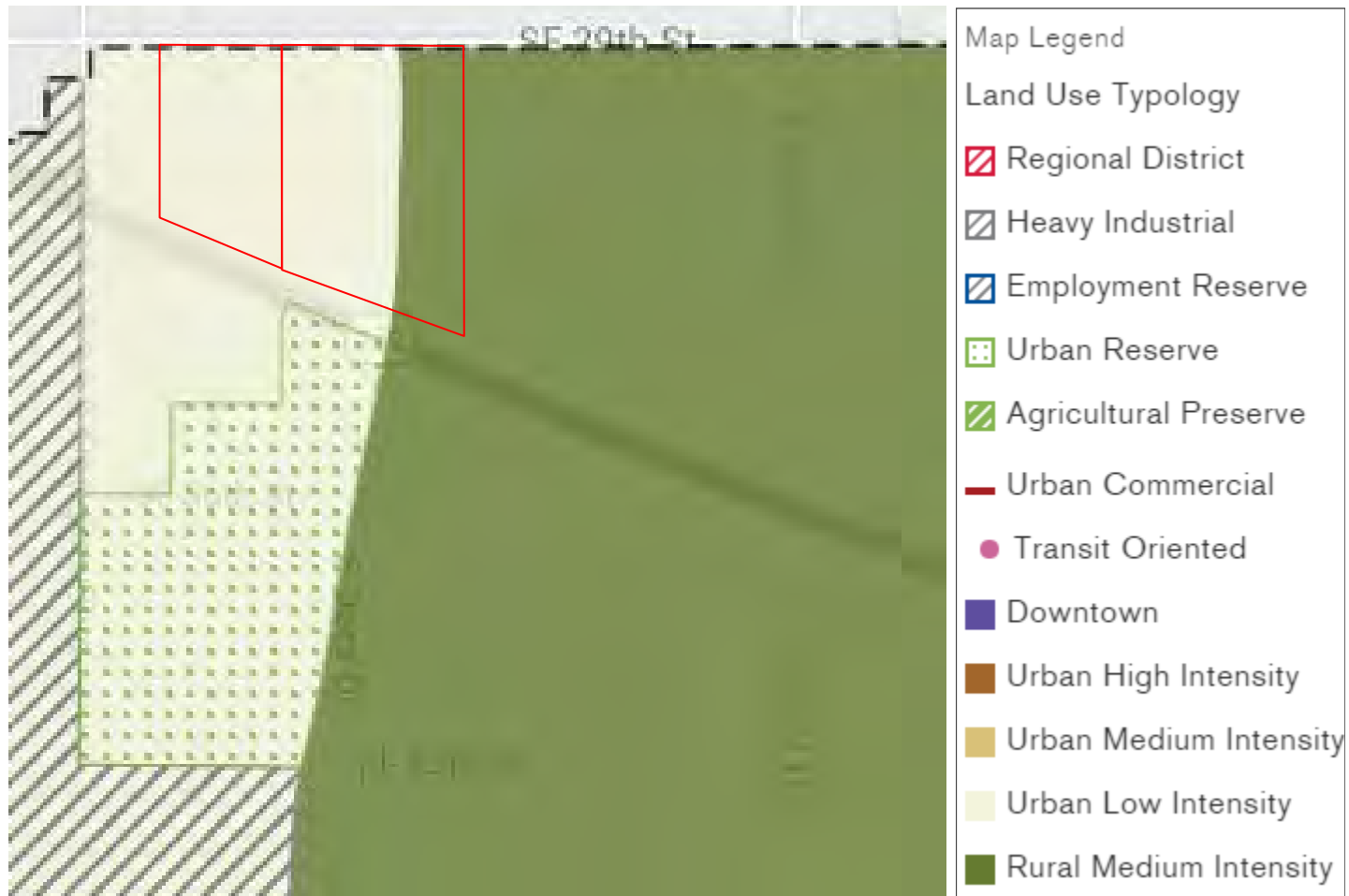
Properties Owned by the City of Midwest City and MCMHA



City of OKC Current Zoning Map



City of OKC Long Range Plan



Urban: Low Intensity (UL)

Urban – Low Intensity applies to the least intensively developed areas of the city that still receive urban water, sewer, police, park and fire services. Development in this area should provide horizontal integration of land uses, connectivity within and between individual developments, and design that facilitates pedestrian and bicycle transportation. Density Range Typical Density Range [...]

Rural: Medium Intensity (RM)

Rural – Medium is similar to the Rural-Low Typology Area except that it allows higher housing densities. These areas are usually near a fire station. Rural-Medium areas are often located adjacent to Urban-Low and Urban Reserve typologies, which are areas intended to urbanize in the future. While there is no expectation for urban services, RM [...]



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Robert Coleman, Director of Economic Development

DATE: July 25, 2017

RE: Discussion and consideration of approving the First Amendment to the Sooner Rose Phase II Development Financing Assistance Agreement with Warren Theatre, Inc.

At a special meeting held April 20, 2017, the City of Midwest City and Midwest City Hospital Authority (“Authority”) entered into a development finance assistance agreement with Warren Theatres (“Warren”) to allow for the further development of the Sooner Rose Shopping Center on SE 15th Street.

Sooner Investment Group (SIG) is preparing to start major site work immediately after closing on the property, which will likely occur in early August. Warren will not close on its portion of the land until October. In the meantime, SIG is proposing to begin dirt work and install driveway and the stormsewer on behalf of Warren on the property it will eventually own. The cost of this work is estimated at \$278,070.22.

Approval of the attached 1st Amendment will authorize SIG to begin improvements to future Warren property, which will be paid directly by the Authority. The \$278,070.22 paid to SIG will be deducted from the \$5 million development financing contribution originally promised to Warren.

Staff recommends approval.

Robert Coleman
Director of Economic Development
Attachment

STATE OF OKLAHOMA

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

COUNTY OF OKLAHOMA

THIS SOONER ROSE PHASE II – THEATRE FIRST AMENDMENT TO DEVELOPMENT FINANCING ASSISTANCE AGREEMENT (this "Amendment") is entered into as of the ___ day of July, 2017 (the "Effective Date"), by and between the Midwest City Memorial Hospital Authority, an Oklahoma public trust (the "Authority"), the City of Midwest City, Oklahoma, a municipal corporation of the State of Oklahoma (the "City"), and MWC Warren Theatre, Inc., a Kansas corporation ("Warren").

RECITALS

WHEREAS, the Authority, City and Warren entered into that certain Sooner Rose II – Theatre Development Financing Assistance Agreement, dated April 24, 2017 (the "Theatre DFAA"), associated with the redevelopment and gentrification of an approximate 16.6-acre parcel of property located immediately adjacent to the Sooner Rose Shopping Center located at the northwest quadrant of the intersection of Southeast 15th Street and Buena Vista Avenue, defined as the "Theatre Property" in the Theatre DFAA;

WHEREAS, pursuant to the Theatre DFAA, Warren intends to acquire the Theatre Property from the Authority to develop the Project, as defined in the Theatre DFAA; and

WHEREAS, the Authority and Sooner Investment Group, Inc. ("Sooner") previously entered into a Sooner Rose II – Retail Development Financing Assistance Agreement, dated April 24, 2017, associated with the redevelopment and gentrification of the property immediately adjacent to the west of the Theatre Property and defined in the Theatre DFAA as the Sooner Rose II Property (the "Retail DFAA");

WHEREAS, contemporaneous with this Amendment, the Authority and Sooner are entering into a Sooner Rose II – Retail First Amendment to Development Financing Assistance Agreement (the "First Amendment to Retail DFAA") relating to, *inter alia*, Sooner's construction of the Stormwater Pipe and Driveway Improvements (defined below) (the Retail DFAA and First Amendment to Retail DFAA shall be collectively referred to herein as the "Retail Agreement"); and

WHEREAS, pursuant to the Retail Agreement, contemporaneous with Sooner's construction of the Phase II Retail Development (as defined in the Retail Agreement), Sooner and the Authority have agreed that Sooner shall design, permit, construct and install certain improvements as more particularly described in Section 3, below, that shall serve and benefit the Property, and that the Authority shall pay for all costs associated with such improvements;

WHEREAS, Warren, City and the Authority 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 Amendment shall have the same meaning as provided in the Theatre DFAA unless otherwise expressly provided in this Amendment.
3. **Infrastructure Improvements.** Pursuant to the Retail Agreement, the Authority and Sooner have agreed that Sooner, contemporaneous with the development of the Phase II – Retail Development, shall design, permit, construct and install the following improvements benefitting the Property (defined herein as the “Infrastructure Improvements”), and more particularly described as follows:
 - a. The underground stormwater piping connecting the underground stormwater management system on the Property to the underground stormwater management system located on the Sooner Rose Shopping Center located immediately adjacent to the west of the Sooner Rose II Property, which connection shall cross the Sooner Rose II Property, all as identified on Exhibit A, attached hereto and incorporated by this reference, as the “Warren Storm Pipe Crossing SR2” (the “Stormwater Pipe”). Sooner shall construct the Stormwater Pipe pursuant to the specifications set forth in the Sitework Development Plans for Sooner Rose Addition Phase II, prepared by SMC Consulting Engineers, P.C., and approved for construction by the City of Midwest City, Oklahoma.
 - b. The “Center Drive Improvements” located on the Property as more particularly identified on Exhibit B, attached hereto and incorporated by this reference (the “Driveway Improvements”). Sooner shall construct the Driveway Improvements pursuant to the specifications set forth in the Sitework Development Plans for Sooner Rose Addition Phase II, prepared by SMC Consulting Engineers, P.C., and approved for construction by the City of Midwest City, Oklahoma.
4. **Authority’s Obligations.** In addition to the Authority’s obligations set forth in Section 4 of the Theatre DFAA, the Authority shall pay for all costs associated with Sooner’s construction of the Property Improvements pursuant to the terms set forth in the Retail Agreement. The actual costs paid by the Authority associated with the Property Improvements shall be referred to herein as the “Infrastructure Contribution.” The Authority shall provide Warren proof of payment of the Infrastructure Contribution concurrently with payment of same to Sooner.
5. **Construction Contribution.** The Authority’s obligation to pay the Construction Contribution, as defined in Section 7 of the Theatre DFAA, shall be reduced in an amount equal to the amount of the Infrastructure Contribution actually paid by the Authority to Sooner pursuant to the terms of the Retail Agreement.
6. **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 Amendment as of the Effective Date.

Approved and agreed to by the Authority on the Effective Date.

ATTEST:

**MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY**, a public trust

_____, Secretary

_____, Chairman

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

_____, General Counsel

Approved and agreed to by Warren on the Effective Date.

MWC WARREN THEATRE, INC., a Kansas corporation

By: _____
William J. Warren, President

Approved and agreed to by the City on the Effective Date.

ATTEST:

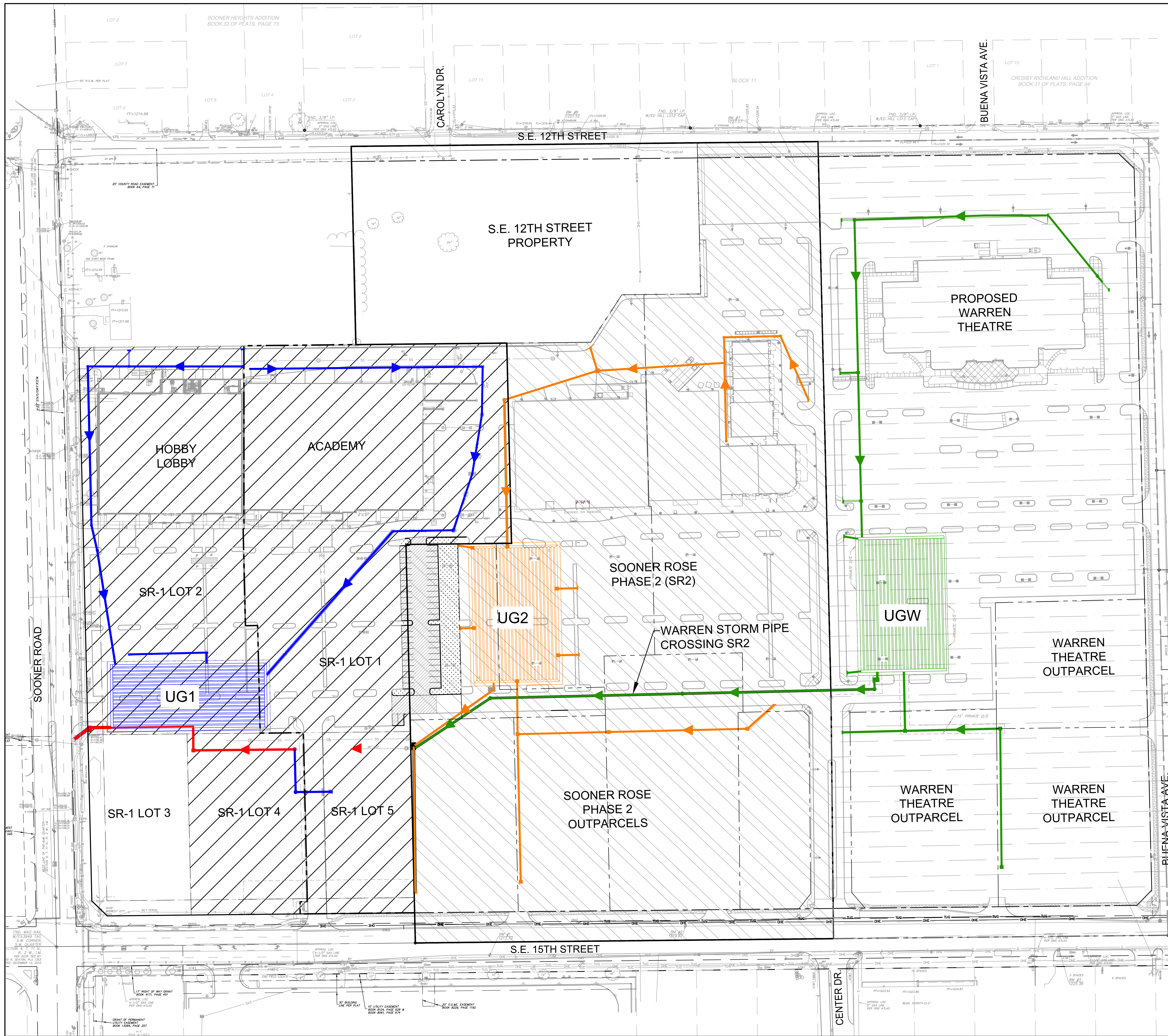
CITY OF MIDWEST CITY, OKLAHOMA, a municipal corporation of the State of Oklahoma

_____, City Clerk

_____, Mayor

Approved as to form and legality this ___ day of _____, 2017.

_____, City Attorney



LEGEND

- SOONER ROSE PHASE 1 (SR1) AREA
- SOONER ROSE PHASE 2 (SR2) AREA
- WARREN THEATER (WARREN) AREA
- COMBINED FLOW FROM SR1, SR2 & WARREN TO CITY STORM DRAINAGE SYSTEM
- COMBINED FLOW FROM SR2 & WARREN TO SR1 STORM DRAINAGE SYSTEM
- STORM WATER FLOW FROM SR1 AREA
- STORM WATER FLOW FROM SR2 AREA
- STORM WATER FLOW FROM WARREN AREA
- UNDERGROUND DETENTION AREAS

© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED. THESE DOCUMENTS MAY NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.

SOONER INVESTMENT
 Commercial and Investment Real Estate
 230 West 1st Street, Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 242-2900 Fax: (405) 242-2906

EXHIBIT A

NOT VALID FOR CONSTRUCTION
PRELIMINARY
 NOT FOR CONSTRUCTION

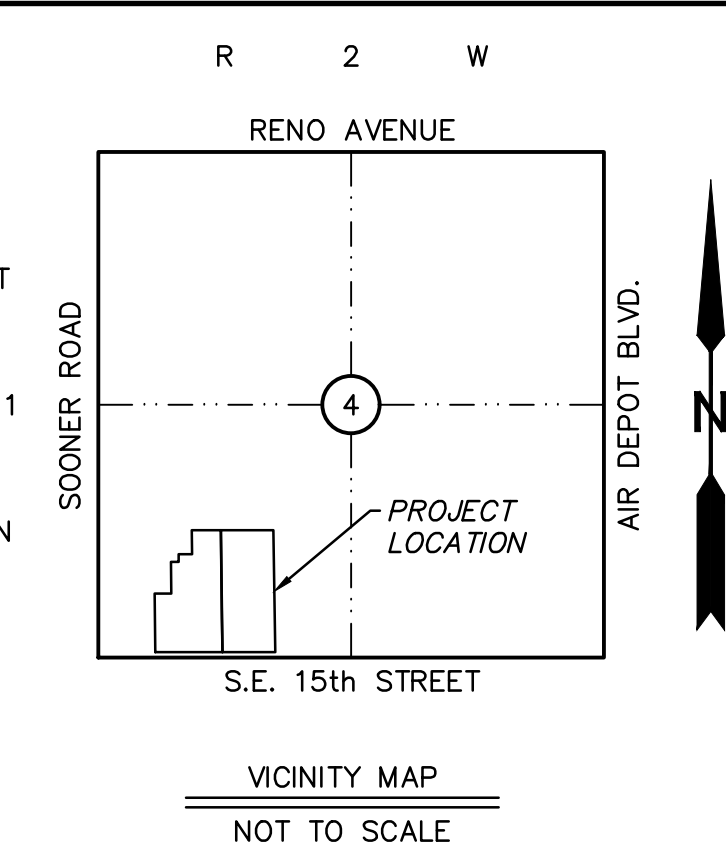
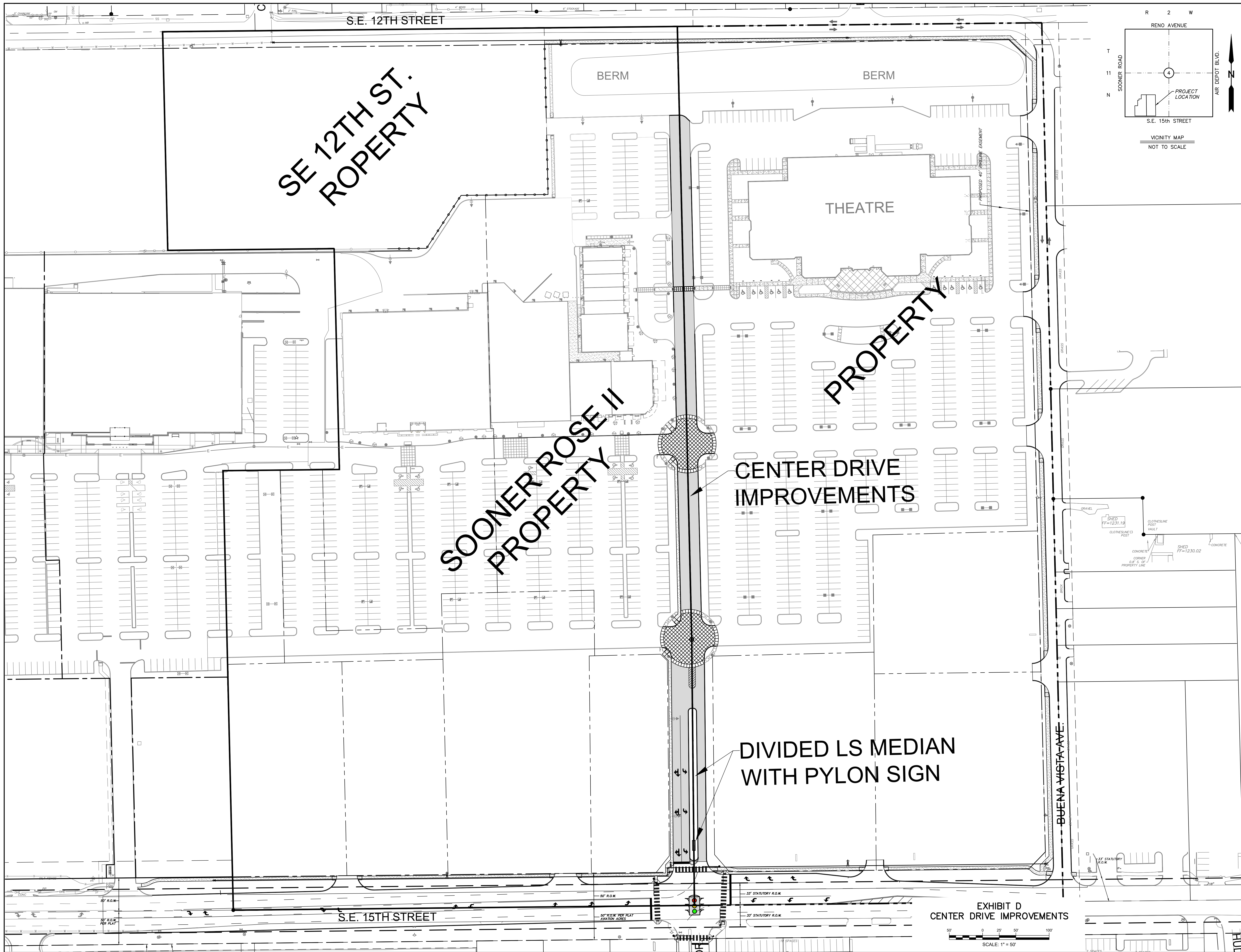
SOONER ROSE STORM WATER SYSTEMS
 SOONER ROAD & S.E. 15TH STREET
 MIDWEST CITY, OKLAHOMA

SMC Consulting Engineers, P.C.
 SMC Consulting Engineers, P.C.
 1000 North Lincoln Street, Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 242-2900 Fax: (405) 242-2906
 Website: www.smccoe.com

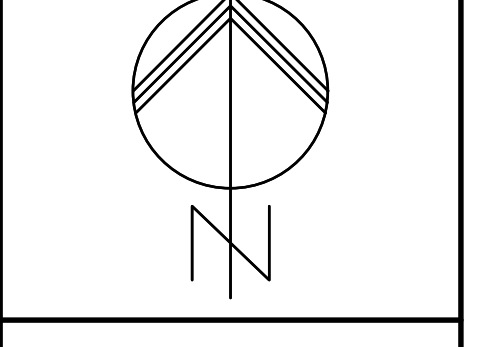
PROJECT NO.: 6062.00
 DATE: 05/17/17
 SCALE: N.T.S.
 DRAWN BY: TJH
 ENGINEER: TRENCE L. HAYNES
 P.E. NUMBER: 16820

SOONER ROSE STORM WATER SYSTEMS

SHEET NO.



© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED. THESE DOCUMENTS MAY NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.



SOONER INVESTMENT
Commercial and Investment Real Estate
2301 West 144th Street, Suite 100, Oklahoma City, OK 73112
(405) 942-0458 Fax (405) 942-2368

EXHIBIT B

NOT VALID FOR CONSTRUCTION
**PRELIMINARY
NOT FOR
CONSTRUCTION**
UNLESS SHOWN IN THIS BLOCK

SOONER ROSE PHASE II - RETAIL
SOONER ROAD & 15TH STREET
MIDWEST CITY, OKLAHOMA

SMC
SMC Consulting Engineers, P.C.
1405 West 144th Street, Suite 100, Oklahoma City, OK 73112
Tel: 405-232-7715 Fax: 405-232-7889
www.smccoe.com
OKLAHOMA REGISTERED PROFESSIONAL ENGINEERS
No. 18820

PROJECT NO.: 6982.00
DATE: 07/12/17
SCALE: 1" = 50'
DRAWN BY: TLH
ENGINEER: TRENKLE L. HAYNES
P.E. NUMBER: 18820

**EXHIBIT D
CENTER DRIVE
IMPROVEMENTS**

SHEET NO.
1

1. ANY INFORMATION CONTAINED HEREIN IS THE PROPERTY OF SMC CONSULTING ENGINEERS, P.C. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Robert Coleman, Director of Economic Development

DATE: July 25, 2017

RE: Discussion and consideration of accepting the filing of the Midwest City Urban Renewal Authority's FY 2016 - 2017 Annual Report.

On July 19, 2017, Midwest City Urban Renewal Authority special meeting the commissioners reviewed and approved the fiscal year 2016-17 report and directed that it be filed with you as required by Title 11, Section 38-107 of the Oklahoma Statutes. That report was filed in the City Clerk's Office the same day, and is on tonight's agenda for Council to accept its filing as a matter of record. A copy of the report is attached for your review.

Staff recommends approval.

A handwritten signature in black ink that reads "R. Coleman".

Robert Coleman
Director of Economic Development

Attachment

2016 – 2017 ANNUAL REPORT OF THE
MIDWEST CITY URBAN RENEWAL AUTHORITY

During the fiscal year 2016 – 2017, the Midwest City Urban Renewal Authority (“Authority”) did not resolve the pending litigation pertaining to its property, commonly referred to as Outparcel 10. This outparcel is located on South Air Depot Boulevard immediately south of Boeing Drive and immediately north of the Circle K convenience store at 7001 SE 29th Street. The Authority owns the property; however, the value of the property and the damages owed the previous owner due to the condemnation of the property have not yet been definitely determined.

In the meantime, the Authority has earned over \$1100 in interest during the past year. In addition, it will begin receiving lease payments resulting from STC IV’s development of the Raising Cane’s Chicken Fingers, 2800 S Air Depot Boulevard in January 2018. The Raising Cane’s lease agreement requires it to pay STC IV \$90,000 in annual rent along with a 50% split of the net proceeds between STC IV and the Authority after all expenses are satisfied.

Raising Cane’s occupies the westernmost 245 feet of the property leaving ±31,438 ft.² still available for development. We have continually promoted the remaining space to a number of restauranteurs and retailers but the “*for lease only*” stipulation has proven to be a difficult hurdle to overcome.

Attached to this report please find financial statements setting forth the Authority’s assets, liabilities, and fund balance as of June 30, 2017.



Steve Parrott, Chairman
Midwest City Urban Renewal Authority

MIDWEST CITY URBAN RENEWAL AUTHORITY
FINANCIAL INFORMATION

BALANCE SHEET

As of and for the Year Ended June 30, 2017

Assets

Cash \$ 63,259.62

Liabilities

-

Fund Balance

\$ 63,259.62

**MIDWEST CITY URBAN RENEWAL AUTHORITY
FINANCIAL INFORMATION**

Governmental Funds Statement of Changes in Fund Balances

As of and for the Year Ended June 30, 2017

Revenue:

Investment Interest	\$ 1,161.78
Total Revenues	<u>1,161.78</u>

Expenditures:

Professional services	<u>(525.00)</u>
Total Expenditures	<u>(525.00)</u>

Revenue over (under) expenditures 636.78

Net change in fund balance 636.78

Fund balance - beginning of year 62,622.84

Fund balance - ending of year \$ 63,259.62

201 URBAN RENEWAL AUTHORITY

		DEBITS	CREDITS

ASSETS			
101.00-00	CASH / GROSS REVENUE ACCOUNT	63,259.62	
	TOTAL ASSETS		63,259.62
LIABILITIES			
	TOTAL LIABILITIES		=====
			.00
FUND EQUITY			
	FUND BALANCE		63,259.62
	TOTAL FUND EQUITY		=====
			63,259.62
	TOTAL LIABILITIES AND FUND EQUITY		63,259.62

City of Midwest City

FUND 201 URBAN RENEWAL AUTHORITY		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	ESTIMATE	BALANCE	
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
341	** GENERAL GOVERNMENT	0	.00		0	.00	0	.00	
340	*** CHARGES FOR SERVICES	0	.00		0	.00	0	.00	
360	INTEREST REVENUE								
361	INTEREST								
41 10	INVESTMENT INTEREST	122	102.46	84	1,376	1,161.78	1,376	214.22	
361	** INTEREST	122	102.46	84	1,376	1,161.78	1,376	214.22	
360	*** INTEREST REVENUE	122	102.46		1,376	1,161.78	1,376	214.22	
390	TRANSERS IN								
391	OPERATING								
391	** OPERATING	0	.00		0	.00	0	.00	
390	*** TRANSERS IN	0	.00		0	.00	0	.00	
FUND TOTAL URBAN RENEWAL AUTHORITY		122	102.46		1,376	1,161.78	1,376	214.22	
GRAND TOTAL		122	102.46		1,376	1,161.78	1,376	214.22	

FUND 201 URBAN RENEWAL AUTHORITY			DEPT/DIV 9310 URBAN RENEWAL/URBAN RENEWAL									
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****						
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46		ECONOMIC DEVELOPMENT										
466		URA										
	30	OTHER SERVICES AND CHARGE										
	30	44 ADMN/PROFESSIONAL SVCS	18624	.00	0	55000	525.00	1	.00	55000	54475.00	1
	30	51 OTHER GOVT EXPENSE	68	.00	0	750	.00	0	.00	750	750.00	0
	30	** OTHER SERVICES AND CHARGE	18692	.00	0	55750	525.00	1	.00	55750	55225.00	1
466	**	** URA	18692	.00	0	55750	525.00	1	.00	55750	55225.00	1
46	**	** ECONOMIC DEVELOPMENT	18692	.00	0	55750	525.00	1	.00	55750	55225.00	1
DIV	9310	TOTAL *****										
		URBAN RENEWAL	18692	.00	0	55750	525.00	1	.00	55750	55225.00	1
DEPT	93	TOTAL *****										
		URBAN RENEWAL	18692	.00	0	55750	525.00	1	.00	55750	55225.00	1
FUND	201	TOTAL *****										
		URBAN RENEWAL AUTHORITY	18692	.00	0	55750	525.00	1	.00	55750	55225.00	1
GRAND		TOTAL *****										
			18692	.00	0	55750	525.00	1	.00	55750	55225.00	1



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

TO : Honorable Mayor and Council

FROM : Billy Harless, Community Development Director

DATE : July 25, 2017

SUBJECT : Discussion and consideration of the reappointment of Clint Reininger and John Reininger to the ADA Transition Plan Committee for additional three-year terms.

The terms of John Reininger and Clint Reininger will expire on August 10, 2017. Both wish to be considered for reappointment.

The ADA Transition Plan Committee was created by the Council on August 11, 2015. In accordance with the ADA Committee bylaws, the committee shall be composed of seven (7) members who either reside or work in Midwest City, and will include one Planning Commissioner and one City Councilmember. Committee members shall be appointed by the Mayor with the approval of Council. The terms of each member shall be three (3) years or until a successor takes office. Vacancies shall be filled for the unexpired term in the same manner as provided herein for appointment. Provided, in the first instance, two (2) members shall be appointed for one (1) year; two (2) members for two (2) years; and three (3) members for three (3) years.

The ADA Transition Plan Committee meets every six (6) months, in the months of November and May, or such other times as designated by the committee, or at such times as the City Council may request.

Current members are as follows:

- Max Wilson (term expires August 10, 2019)
- Rick Lewis (term expires August 10, 2019)
- Clint Reininger (term expires August 10, 2017)
- John Reininger (term expires August 10, 2017)
- Earl Foster (term expires August 10, 2018)
- Dean Hinton (Planning Comm) (term expires August 10, 2018)
- Christine Allen-Price (City Council) (term expires August 10, 2018)

Action is at the discretion of Mayor and Council.

Billy Harless
Community Development Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: July 25, 2017

Subject: Discussion and consideration of reappointing Jim Campbell, Jim Smith, and Dean Hinton to the Planning Commission for additional three-year terms.

The terms of Jim Campbell, Jim Smith, and Dean Hinton will expire on August 9, 2017. All wish to be considered for reappointment.

In accordance with Sec. 6-1 of the Zoning Code, the Planning Commission shall be composed of seven (7) members, all of whom shall be residents of Midwest City, nominated by the mayor and confirmed by the city council. At least one member shall be appointed for each ward. The members of the planning commission shall be nominated and appointed solely with reference to their fitness and without reference to party affiliation, and shall serve without compensation as hereinafter provided.

The Planning Commission meets the first Tuesday of each month at 7 p.m. Members of the Commission serve 3-year terms and are as follows:

Dee Collins – Mayor appointment (expires 3-24-19)
Jim Smith – Ward 1 (expires 8-9-17)
Jess Huskey – Ward 2 (expires 3-24-19)
Dean Hinton – Ward 3 (expires 8-9-17)
Russell Smith – Ward 4 (expires 1-10-18)
Stan Greil – Ward 5 (expires 3-24-19)
Jim Campbell – Ward 6 (expires 8-9-17)

Action is at the discretion of the Council.

Billy Harless, AICP
Community Development Director



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: July 25, 2017

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

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

Staff recommends approval

Ryan Rushing, Information Technology Director

CPU			
INVENT #	MIS#	MANUFACTOR	SERIAL NUMBERS
	692	Dell Optiplex 380	B354BP1
	693	Dell Optiplex 380	B34W9P1
	726	Dell Optiplex 380	HRQ1JQ1
	740	Dell Optiplex 390	6V22KS1
MONITORS			
INVENT #	MIS #	MANUFACTURE	SERIAL NUMBERS
	321	Dell	CN-OKU331-64180-83S-3FQM
	189	Dell	CN-OCC299-64180-64S-15JA
	319	Dell	CN-OKU331-64180-844-1DFM
	N/A	Dell	CN-OT776R-72872-05P-1GSL
	N/A	Dell	CN-OKU331-64180-834-6SOL
	410	Dell	CN-OT776R-72872-994-1KKL
MISCELLANEOUS			
Quantity	MIS #	Hardware Type	Serial Number
1		Box of Miscellaneous cable	
1		Finance HP 4050	USCC176559
1		Finance HP 4050	USCC092683
1		Finance HP 4050	USQF026300
1		Comm Dev HP 451	CNBH408086
1		Cisco SF 300	DNI151202AP
1		Cannon F190202	498D-F189102



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Planning Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: July 25, 2017

Subject: (PC – 1909) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the SW/4 of section 4 T-11-N, R-2-W, located at 1400 Buena Vista Avenue.

Dates of Hearing: Planning Commission – July 5, 2017
City Council – July 25, 2017

Owner: Midwest City Holdings, LLC – Scott Pilgrim, Manager

Applicant: David Box

Proposed Use: Nursing and Rehabilitation Center

Size:

The area of request has a frontage along Buena Vista Avenue of approximately 281 ft and a depth of approximately 747 ft, containing an area of approximately 46,464 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – HDR, High Density Residential
North and East – LDR, Low Density Residential
South and West – OR, Office Retail

Zoning Districts:

Area of Request – R-HD, High Density Residential and R-6, Single Family Detached Residential
North, South and East– R-6, Single Family Detached Residential
West - PUD

Land Use:

Area of Request – Vacant group care facility
North, South and East– Single family residences
West – Vacant (future Warren Theatre)

Comprehensive Plan Citation:

High Density Residential (HDR) Land Use

Traditional apartment-type units in attached complexes characterize high density residential land use. There are currently several high density residential areas within Midwest City. It should be noted that medium density uses should also be permitted in any area designated for high density use.

Municipal Code Citation:

2.9.1. R-HD, High Density Residential District

This residential district is intended to provide for a density of more than twenty (20) dwelling units per gross acre. The principal use of land is for a wide variety of dwelling types.

Related recreational, religious, and educational uses normally located to service residential areas are also permitted to provide the basic elements of convenient, balanced and attractive living areas.

7.6 Special Use Permit

7.6.1 General Description and Authorization

The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

A. Consideration for compatibility

With consideration given to setting, physical features, compatibility with surrounding land uses, traffic and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

B. Review and approval

The Planning Commission shall review each case on its own merit, apply the criteria established herein and recommended either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

C. Use identified by individual zoning district

If a special use permit is granted it shall be for all the uses permitted in the specified districted plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval

A. Special use permit criteria

The Planning Commission and City Council shall use the following criteria to evaluate a special use permit:

- (1) Whether the proposed use shall be in harmony with the policies of the Comprehensive Plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.

- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
 - (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.
- B. Specific conditions
The City Council may impose specific conditions regarding location, design, operation and screening to assure safety, to prevent a nuisance and to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

History:

1. This area was zoned R-4, with the adoption of the 1985 Zoning Ordinance and Map and R-HD with the adoption of the 2010 Zoning Ordinance and Map.
2. July 5, 2017 – The Planning Commission recommended approval of this request.

Staff Comments:

Engineering Comments:

Note: This application is for an ownership change to an existing facility on a property that meets current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

An eight (8) inch public water main is located on the west side of Buena Vista Avenue in the street right-of-way adjacent to the west side of the area of request. A six (6) inch public water main is located on the east side of Crosby Boulevard in the street right-of-way adjacent to the east side of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the west side of Crosby Boulevard in the street right-of-way adjacent to the west side of the area of request.

Public sanitary sewer line improvements are not required with this application.

Connection to the public sanitary sewer system for service is a building permit requirement per Municipal Code 43-109 for all new buildings.

Streets and Sidewalks

Access to the area of request is available from Buena Vista Avenue and Crosby Boulevard. Buena Vista Avenue is classified as a local street in the 2008 Comprehensive Plan. Buena Vista Avenue is a two (2) lane, curbed along the area of request, asphalt concrete roadway.

Current code requires a total street right-of-way width of fifty (50) feet for a local street adjacent to the area of request and presently, Buena Vista Avenue has fifty (50) feet of right-of-way adjacent to and parallel to the west side of the area of request. Crosby Boulevard is classified as a collector street in the 2008 Comprehensive Plan. Crosby Boulevard is a two (2) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of sixty (60) feet for a collector street adjacent to the area of request and presently, Crosby Boulevard has sixty (60) feet of right-of-way adjacent to and parallel to the east side of the area of request.

Right of way grants to the city are not required with this application.

Street improvements are not required with this application.

There is no sidewalk along the frontage of the area of request. Sidewalk improvements are not required with this application, they will be required as part of any building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the southwest to the northeast to an underground drainage system. Currently, the area of request is developed with a care facility. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

No identified wetlands are located on or abutting the area of request as shown on the Choctaw quadrangle of the 1989 National Wetlands Inventory map as prepared by the United States Department of the Interior Fish and Wildlife Service.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application.

Fire Marshal's Comments:

The fire department has reviewed this requested Special Use Permit. Any future construction or remodeling will be subject to the codes listed under Chapter 15 of the Midwest City Code of Ordinances.

Plan Comments:

The area of request contains an existing 44,464 square foot building that has been used as a nursing home (group care facility) in the past. The building has been vacant since sometime in 2014 and was recently purchased by the current owner with intentions of re-opening it as a nursing home and rehabilitation center.

In 2015, the City Council approved an update to an ordinance that required group care facilities to obtain a Special Use Permit when a change of ownership occurred. This is the reason for this application for a Special Use Permit.

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

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance. Below are staff's opinions as to how this application meets or does not meet the required criteria:

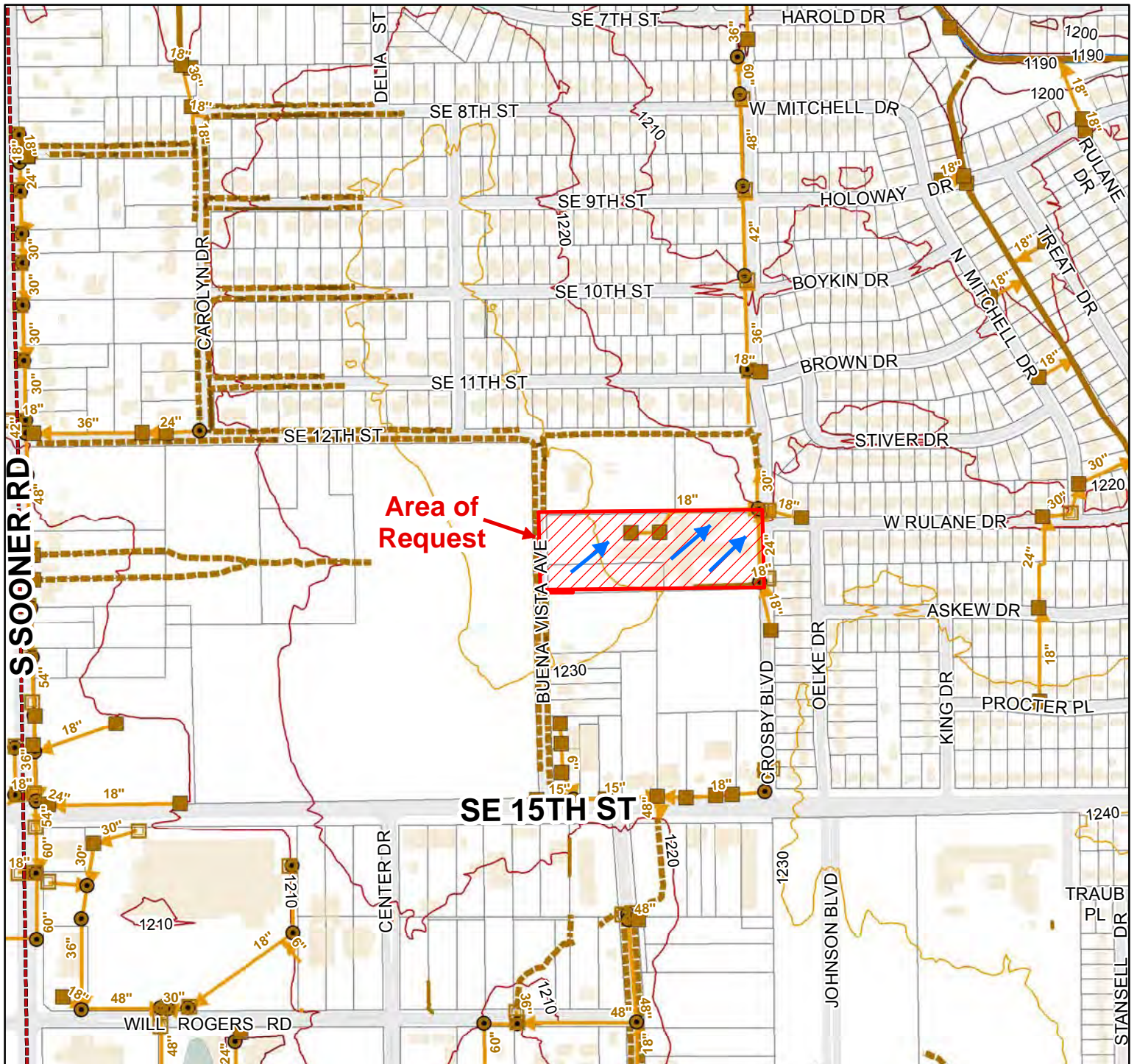
1. The proposed use has been and will continue to be an acceptable use in the High Density Residential land use category. Staff believes this request to be in harmony with the general purpose of the Comprehensive Plan.
2. The proposed use is in harmony with the general purposes of the R-HD zoning regulations which allows a higher density than the R-6, single family zoning district.
3. The proposed use is not likely to adversely affect the neighboring properties. The building is existing and has been used as a nursing home in the past with few, if any, issues. At the time of this writing, no neighbors within 300 feet of the area of request have voiced or submitted a written protest to re-opening this building as a nursing home and rehabilitation center.
4. The proposed use would not generate additional pedestrian or vehicular traffic.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

Based on the information above, staff recommends approval of this Special Use Permit to allow the use of a group care facility at 1400 Buena Vista Avenue.

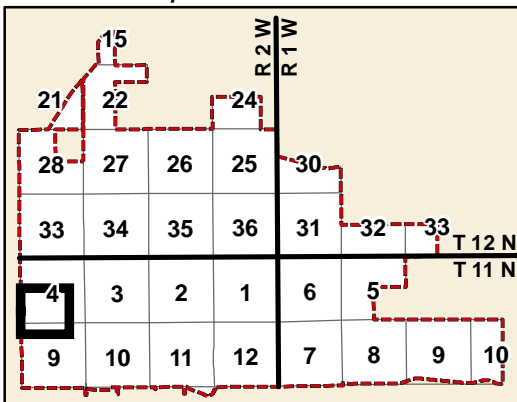
Action Required: Approve or reject a resolution for a Special Use Permit to allow the use of Group Care Facility for the property noted in this report and subject to staff's comments as found in the July 25, 2017, agenda packet, and as noted in PC – 1909 file.



Billy Harless, AICP
Community Development Director
KG



Locator Map



- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-1909 (SW/4, Sec. 4, T11N, R2W)

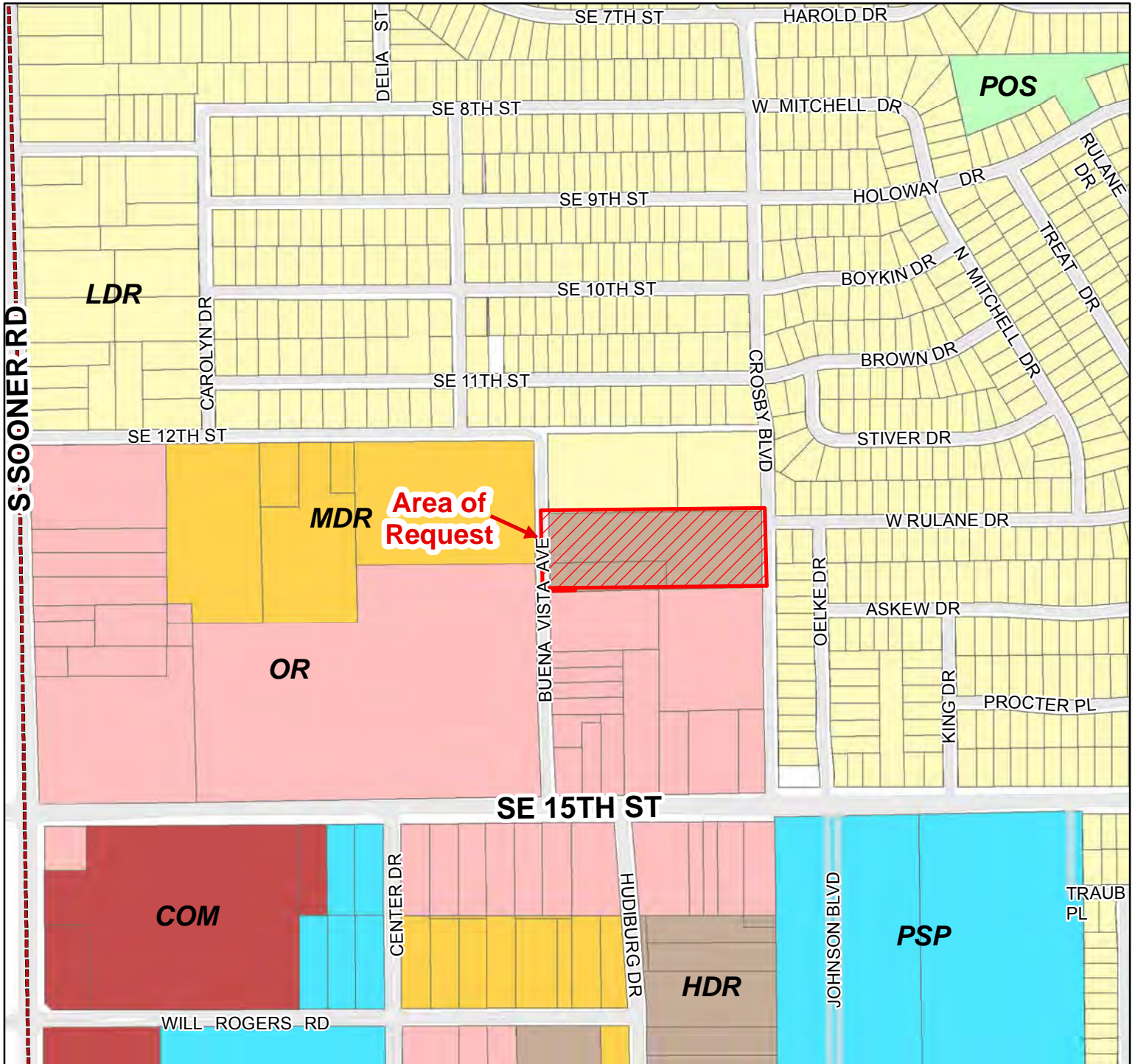


0 500 1,000 Feet

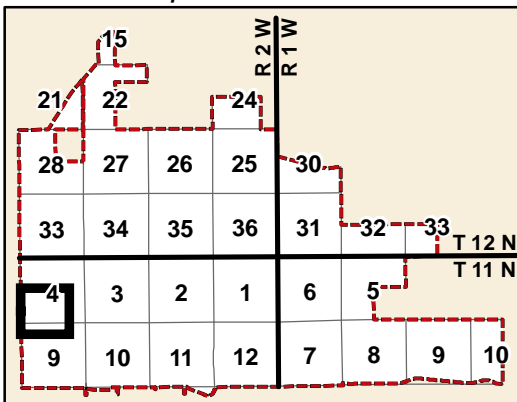


1 inch = 500 feet











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



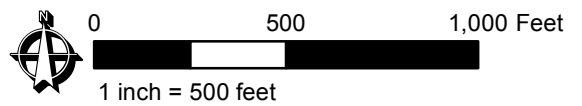
Locator Map



Future Land Use Legend

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

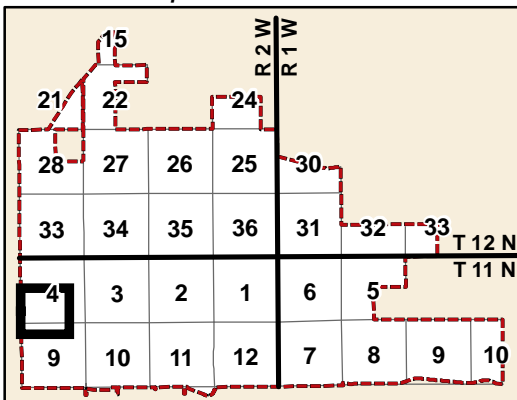
**FUTURE LAND USE
MAP FOR
PC-1909
(SW/4, Sec. 4, T11N, R2W)**








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



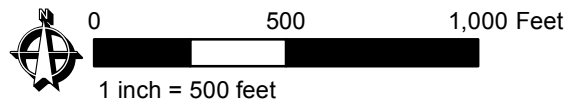
Locator Map



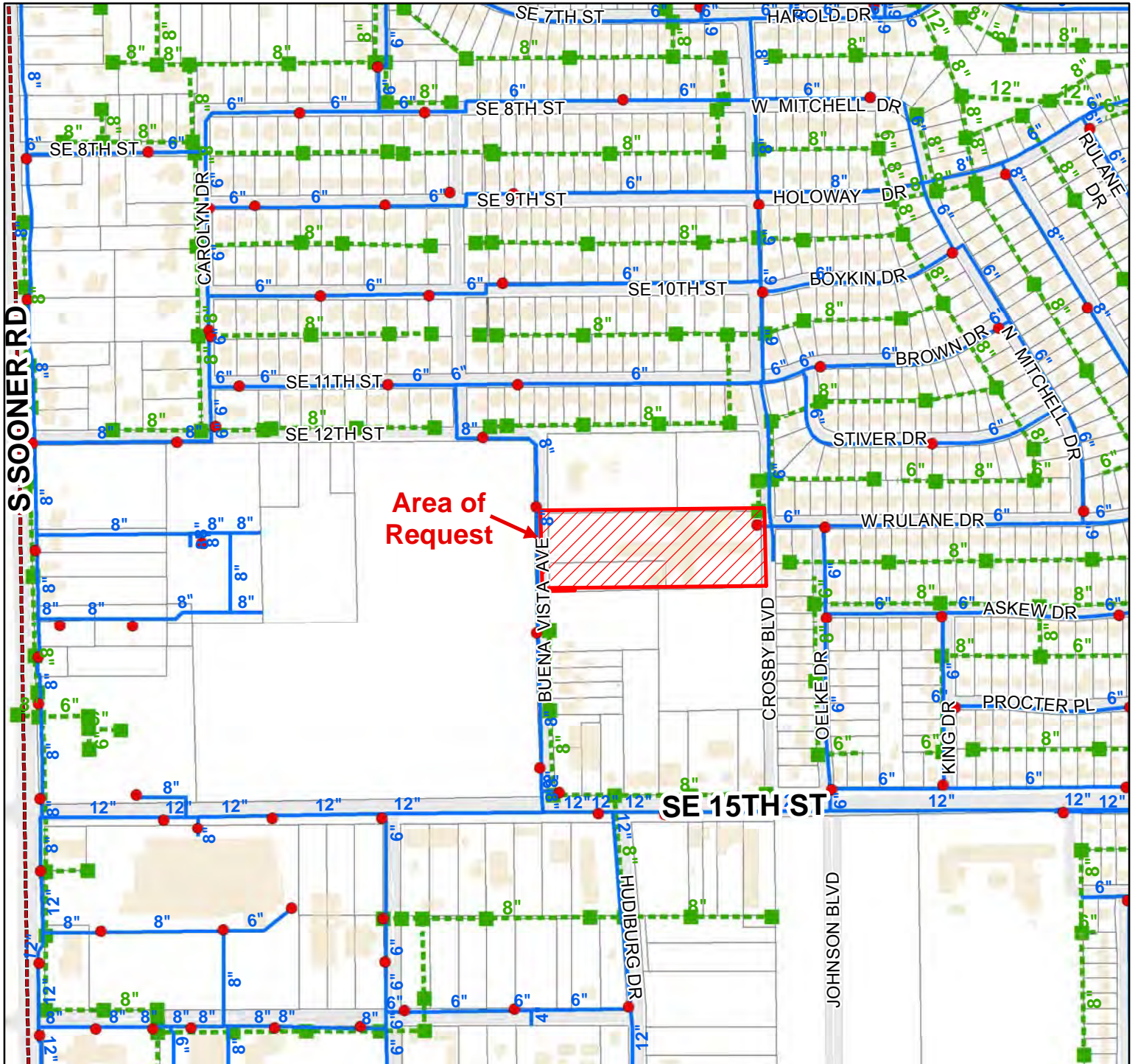
General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

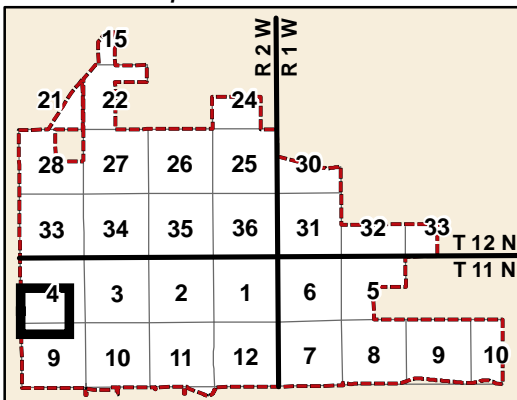
GENERAL MAP FOR PC-1909 (SW/4, Sec. 4, T11N, R2W)



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



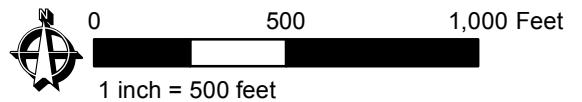
Locator Map



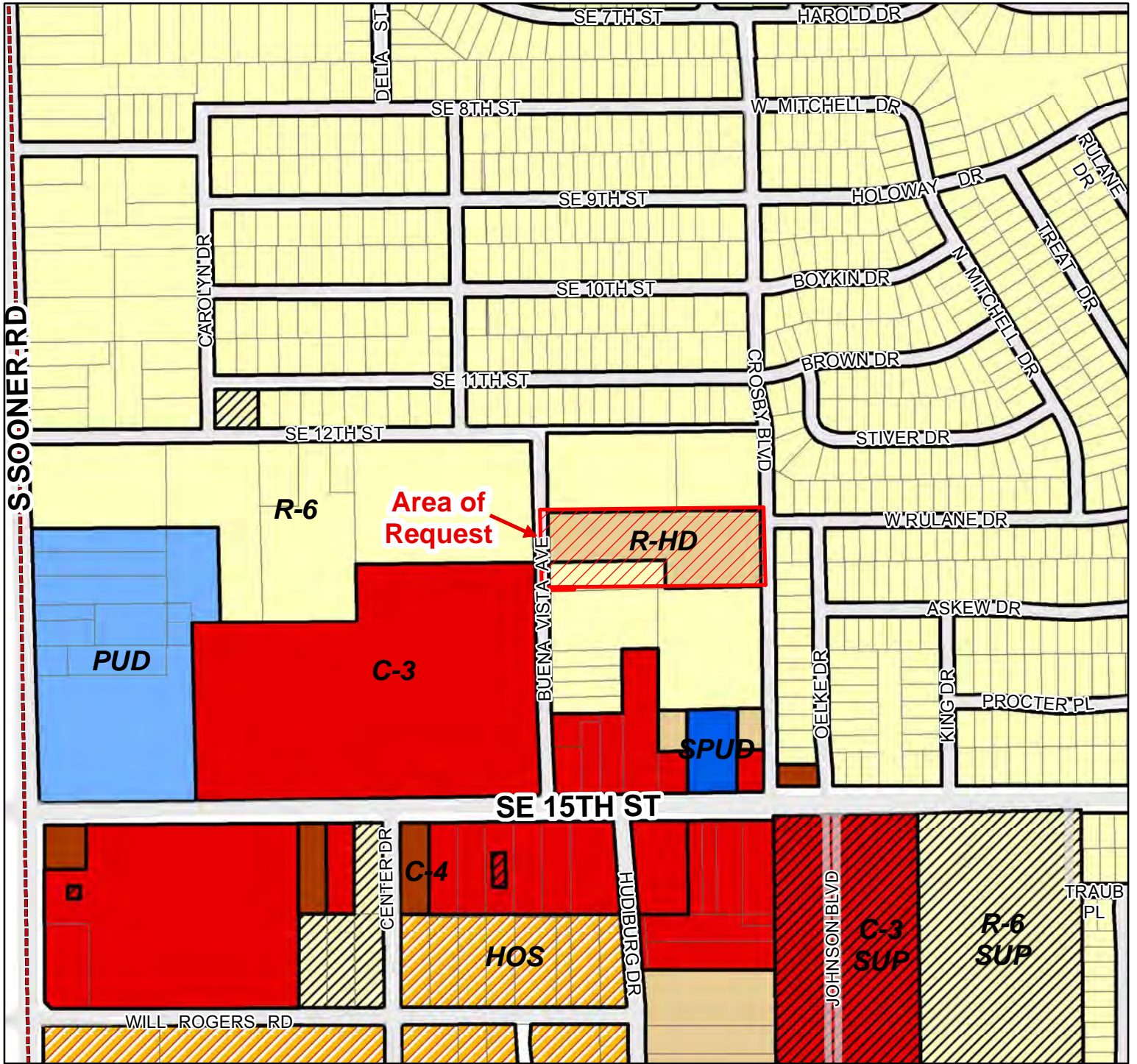
Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

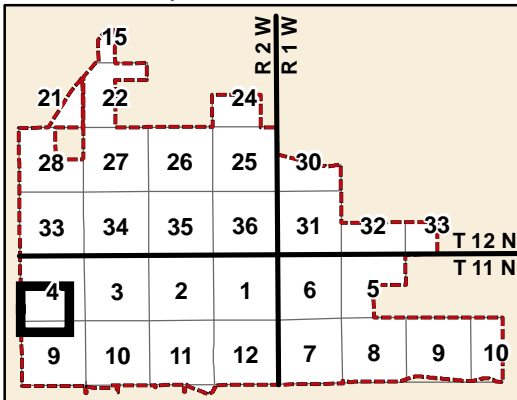
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1909
(SW/4, Sec. 4, T11N, R2W)**



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



Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1909
(SW/4, Sec. 4, T11N, R2W)**



0 500 1,000 Feet



1 inch = 500 feet

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.

2 **RESOLUTION NO. _____**

3
4 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE USE OF**
5 **GROUP CARE FACILITY IN THE R-HD, HIGH DENSITY RESIDENTIAL DISTRICT**
6 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
7 **REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT;**
8 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

9 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
10 property with a classification of **R-HD, High Density Residential**:

11 A part of the SE/4 of the SW/4 of Section 4, T-11-N, R-2-W of the Indian Meridian, OK
12 County, Oklahoma, more particularly described as follows:

13 Beginning at a point 770 feet on a bearing of North 01°25’11” West of the SE/C of the
14 SW/4 of said Section 4;
15 Thence South 89°25’05” West and parallel with the South line of said Section 4, a dis-
16 tance of 792 feet;
17 Thence North 01°25’11” West and parallel with the East line of said Section 4, a distance
18 of 275 feet;
19 Thence North 89°25’05” East and parallel with the South line of said Section 4, a dis-
20 tance of 792 feet;
21 Thence South 01°25’11” East along the East line of the SW/4 of said Section 4, a dis-
22 tance of 275 feet to the point of beginning;

23 And,

24 Easement estate as created by the certain Declaration of Easement dated November 14,
25 1998 by and between James Nelson Kelley and Gaye D. Kelley, husband and wife and
26 Faye N. Kelley, a single person “grantors” and Kay L. Stone and Quapaw Investments,
27 L.L.C., an Oklahoma limited liability company “grantees”, filed for record November 16,
28 1998, in Book 7452, Page 931, over and across the following described property;

29 A part of the SE/4 or the SW/4 of Section 4, T-11-N, R-2-W of the Indian Meridian, OK
30 County, Oklahoma more particularly described as follows:

31 Commencing at the SE/C of the SE/4 of Section 4;
32 Thence North 01°25’11” West along the East line of said SW/4, a distance of 770 feet;
33 Thence South 89°25’05” West and parallel with the South line of said Section 4, a dis-
34 tance of 677 feet to the Point of Beginning;
35 Thence continuing South 89°25’05” West and parallel with the South line of said Section
36 4, a distance of 90 feet to a point on the East right-of-way line of Buena Vista Avenue;
Thence South 01°25’11” East, along said right-of-way line and parallel with the East line
of said Section 4 a distance of 10 feet;
Thence North 89°25’05” East and parallel with the South line of said Section 4 a distance
of 90 feet;
Thence North 01°25’11” West a distance of 10 feet to the Point of Beginning.

WHEREAS, it is the desire of the Midwest City Council to grant a Special Use
Permit for said property.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-
WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

That the above described property located in Midwest City, Oklahoma be and is
hereby granted a Special Use Permit to allow the use of **Group Care Facility**.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

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

THE CITY OF MIDWEST CITY, OKLA-
HOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Julie Shannon
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: June 27, 2016

Subject: (PC-1908) **DISCUSSION AND CONSIDERATION OF AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 5.9, APPLICATION FOR ESTABLISHMENT OF PRIVATE OR QUASI-PRIVATE FACILITY, SECTION 5.9.1, GROUP RESIDENTIAL AND GROUP CARE FACILITIES; AND PROVIDING FOR REPEALER AND SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

Dates of Hearing: Planning Commission – June 6, 2017
City Council – June 27, 2017

The current ordinance requires group residential and group care facilities to apply for a Special Use Permit each time there is a change of ownership. This ordinance was updated in June of 2015 and it was not the intent of the ordinance to require a new Special Use Permit each time a nursing home/assisted living center (group care facility) changed ownership as this occurs fairly frequently. This amendment will still require a Special Use Permit for all new group residential or group care facilities and existing facilities when operations have ceased for a period of more than twelve (12) consecutive months.

The Planning Commission recommended approval of this item.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

KG

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 5.9, APPLICATION FOR ESTABLISHMENT OF PRIVATE OR QUASI-PRIVATE FACILITY, SECTION 5.9.1, GROUP RESIDENTIAL AND GROUP CARE FACILITIES; AND PROVIDING FOR REPEALER AND SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.9, Application for Establishment of Private or Quasi-Private Facility, as follows:

5.9.1. Group Residential and Group Care Facilities.

“Prior to the establishment of a new private or quasi-public facility as defined by 4.2.8. Group Residential or 4.3.14. Group Care Facility or when operations have ceased at existing private or quasi-public or group care facilities for more than twelve (12) consecutive months, in any residential district an application shall be filed with the City.

A. Application requirements. Such application shall include:

1. Legal description of the property and the street address or approximate location of the facility;
2. Names and addresses of all those persons or organizations intending to sponsor or operate such facility;
3. The maximum number of staff and residents at the facility;
4. The location of any other group care facility operated by the applicant; and
5. Copy of approved license by the State Department of Health, if applicable.

B. Notice requirements. Notice and hearing requirements shall conform to the procedure in Section 2.2 of this Zoning Code and, upon submission of the proper permit application, shall be conducted as follows. The City shall send written notice to all real property owners within three hundred (300) feet of the exterior boundary of the property on which the facility is to be located. The notice shall contain:

1. Legal description of the property and the street address or approximate location of the facility;
2. The date and time when the matter will be presented to the Planning Commission and City Council for hearing.

C. The City Council determination shall take into consideration the recommendations of the Planning Commission. The City Council shall consider the Special Use Permit based upon the following criteria:

1. The recommendation of the Planning Commission and matters presented before the Planning Commission at the hearing on the application;
2. Whether the facility is physically suitable for the residential area;
3. Whether the facility will meet the zoning ordinances of the area;
4. Whether the establishment of such facility in the residential area would be within good zoning practices.

D. Separation requirement. Except as allowed in 2.9 R-MD, Medium Density Residential District and 2.10 R-HD, High Density Residential District, no private or quasi-public facility shall be located nearer than one thousand two hundred (1,200) feet to another facility or similar community residential facilities serving persons in drug, alcohol, juvenile, child, parole, and other programs of treatment, care, supervision or rehabilitation in a community setting.

E. Notification fee. Refer to the adopted Zoning Ordinance Fee Schedule for fees.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. EFFECTIVE DATE. The effective date of this ordinance shall be, August 31, 2017 for any and all newly constructed and/or existing Group Residential or Group Care Facilities, with requirement of permit application and approval extending to existing Group Care Facilities or Group Residential facilities that have been out of operation for a period of twelve (12) or more consecutive months who have not obtained Special Use Permits to obtain such at the end of any existing leases or rental agreements, upon sale or transfer of title or by July 31, 2017, which ever may occur first.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 5.9, APPLICATION FOR ESTABLISHMENT OF PRIVATE OR QUASI-PRIVATE FACILITY, SECTION 5.9.1, GROUP RESIDENTIAL AND GROUP CARE FACILITIES; AND PROVIDING FOR REPEALER AND SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.9, Application for Establishment of Private or Quasi-Private Facility, as follows:

5.9.1. Group Residential and Group Care Facilities.

“Prior to the establishment of a new private or quasi-public facility as defined by 4.2.8. Group Residential or 4.3.14. Group Care Facility or when operations have ceased at existing private or quasi-public or group care facilities for more than twelve (12) consecutive months, in any residential district an application shall be filed with the City.

(A) Application requirements. Such application shall include:

- (1) Legal description of the property and the street address or approximate location of the facility;
- (2) Names and addresses of all those persons or organizations intending to sponsor or operate such facility;
- (3) The maximum number of staff and residents at the facility;
- (4) The location of any other group care facility operated by the applicant; and
- (5) Copy of approved license by the State Department of Health, if applicable.

(B) Notice requirements. Notice and hearing requirements shall conform to the procedure in Section 2.2 of this Zoning Code and, upon submission of the proper permit application, shall be conducted as follows. The City shall send written notice to all real property owners within three hundred (300) feet of the exterior boundary of the property on which the facility is to be located. The notice shall contain:

- (1) Legal description of the property and the street address or approximate location of the facility;
- (2) The date and time when the matter will be presented to the Planning Commission and City Council for hearing.

(C) The City Council determination shall take into consideration the recommendations of the Planning Commission. The City Council shall consider the Special Use Permit based upon the following criteria:

- (1) The recommendation of the Planning Commission and matters presented before the Planning Commission at the hearing on the

application;

- (2) Whether the facility is physically suitable for the residential area;
- (3) Whether the facility will meet the zoning ordinances of the area;
- (4) Whether the establishment of such facility in the residential area would be within good zoning practices.

(D) Separation requirement. Except as allowed in 2.9 R-MD, Medium Density Residential District and 2.10 R-HD, High Density Residential District, no private or quasi-public facility shall be located nearer than one thousand two hundred (1,200) feet to another facility or similar community residential facilities serving persons in drug, alcohol, juvenile, child, parole, and other programs of treatment, care, supervision or rehabilitation in a community setting.

(E) Notification fee. Refer to the adopted Zoning Ordinance Fee Schedule for fees.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. EFFECTIVE DATE. The effective date of this ordinance shall be ~~September 1, 2015~~, August 1, 2017 for any and all newly constructed and/or existing Group Residential or Group Care Facilities, with requirement of permit application and approval extending to existing Group Care Facilities or Group Residential facilities that have been out of operation for a period of twelve (12) or more consecutive months ~~owners~~ who have not obtained Special Use Permits to obtain such at the end of any existing leases or rental agreements, upon sale or transfer of title or by ~~August 31, 2016~~ July 31, 2017, which ever may occur first.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 25, 2017

SUBJECT: Discussion and consideration of terminating the current Animal Welfare agreements for the City of Choctaw, City of Nicoma Park. cpf "the Town of Jones.

City Manager Guy Henson has asked that this information to be placed on a City Council meeting agenda for the City Council's review of this information.

Brandon Clabes
Chief of Police

Attachment: previously signed & approved agreements on file

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

This Agreement is made and entered into this 1st day of July, 2017, 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 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 fiscal year (July 1 through June 30). 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
Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock
Sara Hancock, City Clerk

Approved as to form and legality this 10th day of May, 2017.

Philip W. Anderson
Philip W. Anderson, City Attorney

Approved by the governing body of Choctaw, Oklahoma, on this 18th day of April, 2017.



CITY OF CHOCTAW

Pandy Ross
Mayor

[Signature]
City Clerk

Approved as to form and legality this 18 day of April, 2017.

Royal Albert
City Attorney

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

This Agreement, effective on the 1st day of July, 2017, 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. 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 year (July 1 through June 30). 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 18th day of April, 2017.

CITY OF CHOCTAW



Mayor



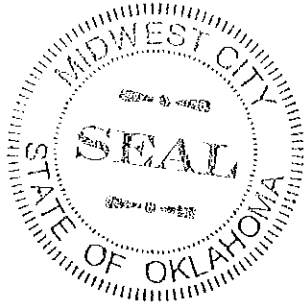
City Clerk

Approved as to form and legality this 18 day of April, 2017.



City Attorney

Approved by the Council of Midwest City, Oklahoma this ~~15~~ 9 day of May, 2017.



CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

Approved as to form and legality this 10th day of May, 2017.

Philip W. Anderson, City Attorney

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

This Agreement is made and entered into this 24th day of May, 2017, 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:

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 fiscal year (July 1 through June 30). 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
Matthew D. Dukes II, Mayor

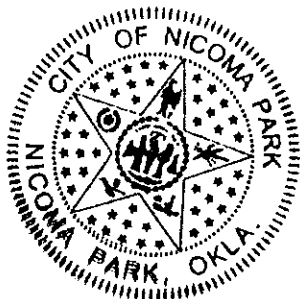
ATTEST:

Sara Hancock
Sara Hancock, City Clerk

Approved as to form and legality this 24th day of May, 2017.

Philip W. Anderson
Philip W. Anderson, City Attorney

Approved by the governing body of Nicoma Park, Oklahoma, on this 2nd day of May, 2017.



CITY OF NICOMA PARK

Mayor
Mayor

ATTEST:

Deborah Ann Matus
City Clerk

Approved as to form and legality this 2 day of May, 2017.

City Attorney
City Attorney

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

This Agreement is made and entered into this 13 day of June, 2017, 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.*

20. It is hereby agreed that this Agreement shall not be assigned by Municipality, in whole or in part, without the written consent of Midwest City.

21. It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any litigation proceeding unless such waiver or modification has been signed by the party sought to be charged with such waiver or modification.

22. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice to the offending party.

23. The term of this Agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Municipality through the following 30th day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the following fiscal year (July 1 through June 30). 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.

Memorandum

TO: Honorable Mayor and Council
FROM: Catherine Wilson, Human Resources Director
DATE: July 25, 2017

RE: Discussion and consideration of the approval of the Collective Bargaining Agreement with the Fraternal Order of Police (FOP) Lodge #127 as negotiated for the Fiscal Year 2017/2018.

Mayor and Council:

On July 20, 2017 the FOP Lodge 127 held a regular meeting and ratified a proposed Collective Bargaining Agreement for the FY 2017/2018. This agreement was tentatively reached between the Lead Negotiator for the City Catherine Wilson, HR Director and FOP President Archie Huston on Wednesday July 12, 2017; changes in the proposed agreement are as follows:

- A .5% COLA increase to the FOP Pay Scale – this increase to the FOP Pay Scale is approximately \$37,630 annually;
- Shifting the \$1,400.00 uniform allowance to the FOP Pay Scale – the City currently pays all payroll taxes on the uniform allowance. This represents approximately \$29,172 annually;
- An increase to each step of the FOP Pay Scale of \$275.00 – this increase is approximately \$31,309.00 annually;
- Article 27 – Group Health Benefits – inserted the employee premium amounts as approved previously by Council for all Health Plan Participants; please see the attached PFD of the CBA;
- Article 33 – Changes were made to the Health Physical - please see the attached PDF file of the CBA.

Approximate budgetary impact of \$98,111. Date changes and a couple of minor grammar issues were also addressed in the changes to the Collective Bargaining agreement.

Staff recommends approving the FY 2017/2018 CBA as negotiated.



Catherine Wilson, Human Resources Director



Collective Bargaining
Agreement for Fiscal
Year 201~~6~~7/201~~7~~8

The Fraternal Order
of Police Lodge #127

City of Midwest City

TABLE OF CONTENTS

ARTICLE 1	- PURPOSE AND INTENT	-2-
ARTICLE 2	- RECOGNITION	-2-
ARTICLE 3	- DURATION OF AGREEMENT	-2-
ARTICLE 4	- MUTUAL RESPONSIBILITY	-3-
ARTICLE 5	- MANAGEMENT RIGHTS AND RESPONSIBILITIES	-3-
ARTICLE 6	- PREVAILING RIGHTS	-5-
ARTICLE 7	- BARGAINING AGENT SECURITY	-5-
ARTICLE 8	- STRIKES	-8-
ARTICLE 9	- SENIORITY	-8-
ARTICLE 10	- GRIEVANCE PROCEDURE	-10-
ARTICLE 11	- POLICE OFFICER BILL OF RIGHTS	-15-
ARTICLE 12	- HOLIDAY PAY	-24-
ARTICLE 13	- VACATION LEAVE	-24-
ARTICLE 14	- SICK LEAVE	-25-
ARTICLE 15	- INJURY LEAVE	-26-
ARTICLE 16	- CHILD BIRTH LEAVE	-27-
ARTICLE 17	- EMERGENCY LEAVE	-27-
ARTICLE 18	- MILITARY LEAVE	-28-
ARTICLE 19	- HOURS OF WORK	-29-
ARTICLE 20	- WAGES	-34-
ARTICLE 21	- SPECIAL ASSIGNMENT PAY/HAZARDOUS DUTY PAY	-34-
ARTICLE 22	- ACTING OUT OF HIGHER CLASSIFICATION	-37-
ARTICLE 23	- TRAVEL EXPENSES	-37-
ARTICLE 24	- PENSION CONTRIBUTION	-37-
ARTICLE 25	- LONGEVITY	-38-
ARTICLE 26	- RESIDENCY	-39-
ARTICLE 27	- GROUP HEALTH BENEFITS	-39-
ARTICLE 28	- SAFETY&HEALTH BOARD&LABOR MANAGEMENT REVIEW	-41-
ARTICLE 29	- PROMOTION POLICY AND PROCEDURES	-42-
ARTICLE 30	- EDUCATION INCENTIVE PAY	-49-
ARTICLE 31	- BULLETIN BOARD	-50-
ARTICLE 32	- DRUG FREE WORKPLACE ACT	-50-
ARTICLE 33	- HEALTH PHYSICAL	-51-
ARTICLE 34	- UNIFORM PROCUREMENT	-52-
ARTICLE 35	- PUBLICATION OF COLLECTIVE BARGAINING AGREEMENT	-53-
ARTICLE 36	- LIEUTENANT / SERGEANT ASSIGNMENT	-53-
ARTICLE 37	- SUBSTANCE ABUSE PROGRAM	-54-
ARTICLE 38	- SAVINGS CLAUSE	-54-
ARTICLE 39	- POLICE OFFICER RETIREMENT	-54-
CONCLUSION	-55-
ADDENDUM "A"	-56-

ARTICLE 1

PURPOSE AND INTENT

SECTION 1. This Agreement, entered into by the City of Midwest City, hereinafter referred to as Employer, and the Fraternal Order of Police, Lodge #127, as Collective Bargaining Agent, hereinafter referred to as FOP, pursuant to Title 11, Oklahoma Statutes, Section 51-101, et seq., as amended, is made for the following purposes:

- A. To establish wages, hours, benefits, grievance procedures and other conditions of employment of represented officers of the Midwest City Police Department;
- B. To provide for quality law enforcement and police services on an uninterrupted basis for the benefit of the citizens of Midwest City;
- C. To assist in promoting the harmonious relations between the Employer, the FOP and the represented officers, and to assist in the amicable adjustment of labor-management disputes

ARTICLE 2

RECOGNITION

SECTION 1. The Employer recognizes Lodge #127 of the Fraternal Order of Police as the exclusive bargaining agent for all full-time, permanent commissioned police officers of the Midwest City Police Department, except the Chief of Police, his Administrative Assistant and those employees on entry-level probation.

SECTION 2. For purposes of conducting performance evaluations and qualifications to be a Midwest City police officer, employees hired after July 1, 1989 will serve an entry-level probation period of eighteen (18) months. Provided however, this article does not conflict with any provision pursuant to Oklahoma Statutes, Title 11, Section 51-101, et seq., as amended.

ARTICLE 3

DURATION OF AGREEMENT

SECTION 1. The duration of this Agreement shall be from July 1, 2016~~7~~ to June 30, 2017~~8~~. In the event an agreement has not been reached by June 30, 2017~~8~~, this Agreement may remain in full force and

effect by mutual agreement of the Employer and the FOP until such time as a new agreement is attained.

SECTION 2. Whenever wages, rates of pay or any other matters requiring appropriation of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the FOP to serve written notice of request for collective bargaining not later than February 15 of each year.

—
ARTICLE 4

MUTUAL RESPONSIBILITY

SECTION.1 No employee shall be favored or subject to discrimination by the Employer or by the FOP because of race, creed, size, color, sex, religion, age, national origin, disability (as defined by the Americans with Disabilities Act, the Oklahoma State Police Pension Act and any other applicable law) or relationship to any person or persons, political affiliations or FOP activities.

SECTION 2. The Employer and the FOP agree not to interfere with the right of an employee to become or not become a member of the FOP, and further agree that there will be no discrimination against nor coercion of any employee because of FOP membership or non-membership.

SECTION 3. The Employer and the FOP agree to comply with the objectives set forth in the Employer's Affirmative Action Program to insure equal employment opportunity for all.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. The FOP recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in accordance with its responsibilities. The powers and authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement, are retained by the Employer and remain exclusively the rights of the Employer.

SECTION 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution and laws of the state of Oklahoma and the responsibilities and duties contained in the Charter of the City of Midwest City and ordinance's and regulations promulgated there under. These rights shall include, but shall not be limited to, the rights:

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

- A. To determine and enforce Police Department policy, rules, regulations and orders, including the right to manage the affairs of the Police Department, so long as the same are not punitive in nature and so long as they do not affect mandatory subjects of bargaining which are required to be negotiated;
- B. To assign working hours, including overtime;
- C. To direct the members of the Police Department, including the right to promote, transfer discipline, suspend, demote or terminate for the good of the service, any member of the Police Department, subject to other provisions of this Agreement, including the procedure found in Article 10. The FOP recognizes the standard "Just Cause"/ "for the good of the service" when its use is fair, proper, and reasonable under the circumstances.
- D. To determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department; however, such actions by the Employer shall not be punitive in nature. If any new rank is established, it will be filled as otherwise provided in this Agreement. In the event a new classification is established, the selection for that classification will be a competitive process designed by management to meet the needs of management;
- E. To establish or determine new job classifications and ranks based upon duties assigned, provided, however, such new job classifications shall not reduce the pay of any current officer;
- F. To determine the location, means, methods and personnel by which operations are to be conducted;
- G. To determine the safety, health and property protection measures for the Police Department. In making such determinations, due regard will be given to the safety of the officers of the Midwest City Police Department;
- H. To be sole judge of the qualifications of applicants and training of employees;
- I. To set the standards for services to be Offered to the public;

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

- J. To introduce new, improved or different methods and techniques of operation of the Police Department or change existing methods and techniques;
- K. To determine reasonable means and methods of effective communication of any and all rules, regulations and orders to members of the Police Department, provided, however, new rules and regulations shall be reduced, to writing and be made available;
- L. To determine the amount of supervision necessary;
- M. To control the departmental budget, subject to the mandates of this contract;
- N. To take whatever actions may be reasonably necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 6

PREVAILING RIGHTS

SECTION 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the, operation and administration of the Midwest City Police Department currently in effect upon the effective date of this Agreement, shall be deemed a part of said Agreement, unless and except as modified or changed by the terms of this Agreement. Such prevailing rights shall include, but not be limited to, the present "86" policy (rides to and from work).

ARTICLE 7

BARGAINING AGENT SECURITY

SECTION 1. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions, terms or obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

SECTION 2.

- A. The FOP president's duty assignment shall be in accordance with Article 19. The FOP President may be assigned to a day-shift position during his/her term of office, by mutual agreement of the FOP President and the Chief of Police. The president shall

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

report directly to the Chief of Police or his designee regarding FOP business.

- B. It is understood that the FOP president's first duty is that of a Midwest City Police Officer and that interference with those duties should be minimized. The president or his designee may conduct FOP business for short periods of time during his/her normal duty shift so long as it does not interfere with police business. In the event that a designee is conducting FOP business, he/she shall obtain prior approval from his/her immediate supervisor.

In the event of absence of the president of the FOP for any period scheduled in excess of five (5) working days, the rights of the president under this article shall be extended to the first vice-president of the FOP, should the need arise. In the event of a change in the presidency of the FOP, the newly elected president shall receive no loss of pay.

- C. It shall, be the responsibility and right of the president of the FOP, or his designee, to communicate directly with any City Official or other employee, after proper notification of the Chief of Police, if deemed necessary to avoid potential grievances or other potential personnel problems.

SECTION 3.

- A. Scheduled Leave. Lodge #127 shall be granted a bank of 270 hours, effective July 1, for the purpose of conducting SCHEDULED Lodge business.

SCHEDULED meetings shall include, but are not limited to: preparation for or attending labor conferences, court action, arbitrations or PERB hearings. The FOP president shall ensure all hours used under this section are documented on a monthly report to the Chief of Police by the Administrative assistant and/or secretary.

In the event the bank of 270 hours of SCHEDULED union leave cited above is exhausted, the FOP president may have additional hours of union leave granted to him/her for scheduled arbitration, court or PERB hearings on an actual hour for hour basis while said hearings are conducted. Additional union leave hours may be granted at the discretion of the City Manager.

Executive Board officers and elected delegates shall be given primary consideration for granting of leave for attendance at local, state or national meetings.

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

B. **Unscheduled Leave.** The FOP president shall be allowed up to five (5) hours per week to conduct unscheduled union business.

SECTION 4. The Employer shall permit five (5) members of the FOP bargaining team time off without loss of pay for the purpose of contract negotiation preparations, table negotiations with the Employer and debriefing following negotiation sessions. Said member shall have one (1) hour to return to work following the conclusion of the negotiating session. If the negotiation sessions are on a bargaining team member's normal off duty hours they shall receive straight time in the form of Compensatory time or Pay for the time that they are in preparations, table, and debriefing negotiations with the Employer. Negotiation sessions will be scheduled during a majority of the committee member's on duty time when possible.

SECTION 5. Upon written authorization from the employee, Employer agrees to deduct regular monthly FOP dues from the earned wages of FOP members.

The deductions shall be made in accordance with the City pay plan in an amount certified in writing to be correct by the treasurer and/or the secretary of the FOP. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

All FOP members desiring dues deduction shall sign an authorization form provided by the FOP and approved by the Employer. The employee may withdraw any such authorization by providing written notice to the Employer and the FOP at least thirty (30) days prior to the effective date of withdrawal. Unless revoked in writing by the employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewed with the adoption of each new contract.

In the event the FOP should endorse an illegal job action as defined in Article 8 or if a court should determine the FOP had endorsed such an action, and then the Employer shall terminate the automatic dues deduction.

The Employer will provide the FOP treasurer with the monthly report showing the employee's name and the amount of deduction. The FOP will refund all deductions refundable at the time of termination or resignation.

The FOP shall pay the Employer a monthly service fee of 1% of the amount remitted to the FOP. Said amount shall be remitted within fifteen (15) calendar days after the deductions are made. In case an error or improper deduction is made by the Employer, a proper

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

adjustment of same shall be made by the FOP with the employee affected.

The FOP shall indemnify the Employer against any and all claims, suits or other forms of liability that shall arise against the Employer on account of FOP error or negligence in furnishing information to the Employer upon which said dues deductions are based.

ARTICLE 8

STRIKES

SECTION 1. Employees shall have no right to engage in any work stoppage, slowdown or strike. "Strike" shall be defined in accordance with the state law as the concerted failure to report for duty and willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In applying the provisions of this article, all of the terms used herein shall be given the meaning commonly understood or as defined by statute. The FOP shall not be in breach of this Agreement here the acts or actions hereinbefore enumerated are not caused or authorized directly by the FOP.

SECTION 2. Upon notification confirmed in writing by the Employer to the FOP that certain of its members are engaging in a strike, the FOP shall immediately order such members in writing to return to work at once and shall provide the Employer with a copy of such an order, and a responsible official of the FOP shall publicly order its members to work. Such characterization of the "strike" by the Employer shall not establish the existence of a strike. Such notification by the FOP shall not constitute an admission by it that a strike is in progress or has taken place or that any particular member is or has engaged in a strike. The notification shall be made solely on the representations of the Employer.

ARTICLE 9

SENIORITY

SECTION 1. Seniority shall commence from the date which the employee is employed in the Midwest City Police Department; however, until the initial employment probation is completed, the employee shall not attain seniority status. At the conclusion of his initial employment probation, his initial probationary period shall count on his seniority to be accumulated in the future.

SECTION 2. Initial probationary period for the officers of the Midwest City Police Department shall be eighteen (18) months from the date of their employment.

SECTION 3. Seniority shall be determined as between two or more employees by highest rank. When two or more employees have the same rank, seniority shall be determined by the length of service within the rank. As between two or more employees of the same rank who have the same length of service in said rank, seniority shall be determined by the earliest date of employment with the Midwest City Police Department, as a police officer.

As between two or more employees of the same rank with the same length of service in the same rank, and who were initially employed by the Midwest City Police Department on the same date, their seniority shall be determined by the date of their employment application with said City.

The rank structure in order of seniority is:

1. Major
2. Captain
3. Lieutenant
4. Sergeant
5. Police Officer

The rank structure above Police Officer is by promotion through the promotion system as specified in Article 30 with the first level of supervision beginning with the rank of Lieutenant.

In the event an officer is demoted, said officer shall be restored to the same seniority status held just prior to being promoted to the classification from which said officer was demoted.

SECTION 4. Seniority shall determine the priority of each employee in the following:

- A. Time when annual vacation is granted;
- B. Time when compensatory time is granted;
- C. Time when PTO Leave is granted.

Paid time off, compensatory time, and vacation leave may be scheduled ninety (90) days prior to the day or the dates requested.

Pre-approved leave (paid time off, compensatory time, and vacation leave) shall not be affected by seniority.

- D. Leave which has been requested at least thirty (30) days prior to the day requested off once approved shall be cancelled only by the Chief of Police.

SECTION 5. If, in the opinion of the Chief of Police, all other factors are equal, then seniority shall determine the priority of each employee in the following:

- A. Shift and duty assignments;
- B. Transfer;
- C. Assignment of days off;
- D. Layoffs and recalls, provided, however, the Employer may elect, based on the merit of employees of the same rank, to retain a less senior employee. If said election is made, the senior employee shall be notified in writing within ten (10) calendar days of the reasons therefore, have access to the grievance procedures set out in Article 10 of this Agreement and shall be recalled to duty / employment prior to hiring of new employees. It shall be a violation of this contract for the Employer to change the classification of an employee for the purpose of avoiding following the strict rule of seniority in determining layoffs and recalls.

Management may depart from the use of seniority due to "needs of the service." Upon request of the affected officer, a supervisor making assignment different from an officer's established seniority position, shall state in writing his reasons for departing there from. A copy of the supervisor's reasons shall be forwarded to the officer, lodge, president and the Chief of Police within seven (7) calendar days of the questioned assignment.

SECTION 6. A sixty (60) day notice shall be given to any employee who will be affected by a reduction in force prior to any reduction in force going into effect.

ARTICLE 10

GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

SECTION 1. The purpose of this procedure is to promote communication, encourage a thorough review of employee issues and to provide a just and equitable method, for the prompt resolution of the disputes without discrimination, coercion, or reprisal against any employee who submits a Grievance or Disciplinary Appeal.

The FOP, or any employee, may initiate a Grievance or Disciplinary Appeal within fifteen (15) calendar days of the act or action giving rise to the Grievance or Disciplinary Appeal including, but not limited to, ~~7~~ written reprimands, and above, a recommendation of disciplinary action based on the allegation of misdeed or misconduct by the employee, or within fifteen (15) calendar days of the date knowledge is gained of said act or actions giving rise to the Grievance or Disciplinary Appeal. This shall not include oral

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

counseling given to the employee, nor shall it include criminal investigations as outlined by Article, 11, Section 4.

It shall be the right of the employee to request a member of the/bargaining unit to be present and aid him in any discussion with supervision in which the employee feels disciplinary action may result (re: Weingarten). The employee retains the right of FOP representation throughout the Grievance or Disciplinary Appeal process.

Written Counseling Forms: All written counseling forms shall be afforded to the employee upon request, of any written matter requiring said employee's signature or initials. Entries made by supervisors that may affect an employee's performance evaluation shall be discussed with the affected employee and the officer's initials required at the earliest opportunity. If an event or matter has not been documented within fourteen days (14) of its occurrence or discovery, and the effected employee given notice, it shall not be documented. However, if at the conclusion of an investigation under article 11, it is determined the most suitable disciplinary action is a written counseling form that discretion will be afforded to the supervisor without regard to the 14 day time limit.

SECTION 2. A Grievance shall be defined as any controversy or dispute between the Employer and FOP or any employee concerning the interpretation, enforcement or application of any provision of this Agreement, or concerning any of the terms or conditions of employment.

A Disciplinary Appeal shall be defined as the appeal of any disciplinary action the employee is subjected to. (Excluding counseling forms)

In all portions of the Grievance or Disciplinary Appeal procedure where the Employer is required to give notice to the Lodge or the Lodge president, the Employer shall also give notice to the employee's representative if someone other than the Lodge president.

SECTION 3. The Employee or the FOP shall initiate a Grievance or Disciplinary Appeal. A Grievance or Disciplinary Appeal shall be initiated by the Employee or the FOP. A grievance shall be deemed initiated when the employee or the FOP takes the appropriate step or those steps set out below and brings the matter to the attention of the appropriate supervisor in accordance with the following procedure.

In responding to a Grievance or Disciplinary Appeal the Supervisor/Chief of Police must notify the affected employee or his FOP representative. If the employee or his FOP representative is not available, the president or the vice-president of the FOP shall receive personal notice by telephone or in person of the availability of the written response to the Grievance or Disciplinary Appeal.

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

Step 1. The employee or the FOP shall first fill out the accepted Grievance or Disciplinary Appeal Form, if an employee or the FOP is filing the Grievance, it shall be presented to the employee's supervisor that initiated the action being grieved. If the employee or the FOP is filing a Disciplinary Appeal it shall be presented to the Chief of Police. The Chief of Police or his designee will handle all Disciplinary Appeals. The employee or the FOP shall discuss a Grievance with the supervisor receiving the Grievance in an attempt to reach a satisfactory solution. The supervisor who was presented the Grievance should review their handling and recommendations of the situation with their immediate supervisor prior to making recommendations to the employee. The supervisor's decision shall be made in writing and given to the employee and a FOP representative and the FOP president within ten (10) calendar days of receiving the Grievance. The majority of Grievances should be resolved at this step.

Step 2. If the provisions of Step 1 do not settle the Grievance filed by an employee, it shall be submitted in writing within ten (10) calendar days, from the receipt of the supervisor's response in Step 1 to the FOP Grievance Committee, which shall be defined as the Executive Board of the FOP. If the provisions of Step 1 do not settle the grievance filed by the FOP, it shall be submitted in writing within ten (10) calendar days, from the receipt of the supervisor's response in Step 1 to the Chief of Police. If the grievance committee meets during a member's normal off duty hours they shall receive straight time in the form of Compensatory time or pay for the time they are in the meeting.

Within ten (10) calendar days, the FOP Grievance Committee shall determine, in its discretion and judgment, whether or not a Grievance exists as defined above.

Step 3. If the FOP Grievance Committee finds a Grievance does exist, and the said Grievance warrants further processing, the Committee will submit in writing within ten (10) calendar days, this Grievance to the next level of supervision within the chain of command. If the Grievance Committee does not find that a Grievance exists then the Grievance process will stop. This Grievance process may continue through the chain of command to the Chief of Police if the Grievance is not resolved. The same ten (10) calendar day requirement shall be in affect throughout each step of the Grievance process.

The employee and FOP representatives shall be granted reasonable duty time to prepare their Grievance or Disciplinary Appeal to the succeeding levels, in so far as this does not adversely impact the operation of the Department.

Step 4.

- A. The Chief of Police may respond to the Grievance or Disciplinary Appeal immediately or may first refer the matter to the Labor Management Review Board for fact finding and recommendation. The Labor Management Review Board shall follow the guidelines set up in Article 11 Section 5, with exception of Compositions.
- B. The Chief of Police shall respond to the employee and the FOP president, in writing, within ten (10) calendar days from the date he received the Grievance or Disciplinary Appeal.

Step 5. If the Grievance or Disciplinary Appeal is still unresolved after receipt of the answer from the Chief of Police, the Grievance or Disciplinary Appeal may be submitted to the City Manager within ten (10) calendar days from the date the Chief of Police's response is received by the employee. The City Manager shall review the Grievance or Disciplinary Appeal and issue his response to the Chief of Police, the FOP president and the employee within ten (10) calendar days.

At no time during this procedure will an employee be threatened with increased punishment or disciplinary action.

SECTION 4. If the Grievance or Disciplinary Appeal is unresolved after receipt of the answer from the City Manager, the FOP may request that the matter be submitted to impartial arbitration. This request shall be made in writing to the City Manager's answer to the Grievance or Disciplinary Appeal and the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Such request for arbitration shall be submitted to the City Manager's office within sixty (60) calendar days of receipt of the City Manager's response to the Grievance or Disciplinary Appeal.

- A. Within five (5) calendar days from the receipt of such panel, a representative of the FOP and the City shall meet and alternately strike names until one (1) arbitrator remains, whom shall be selected as the impartial arbitrator.
- B. The party requesting arbitration shall strike the first name. The arbitrator so selected shall call a hearing to be held within ten (10) calendar days after the date of his selection and shall give at least seven (7) calendar days notice, in writing, to the FOP and the City of the time and place of such hearing.
- C. The hearing shall be concluded within twenty (20) calendar days from the time of commencement. Within ten calendar

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

(10) days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing the findings and recommendations with respect to the issues presented. A copy of said opinion shall be mailed or otherwise delivered to the FOP and the City.

- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provision of this Agreement, or any supplements thereto or amendments thereof. This shall not preclude individual wage grievances.
- E. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relevant or pertinent to the issues presented to the arbitrator for determination.
- F. With respect to the interpretation, enforcement or application of the provisions' of this Agreement which do not relate to the statutory and Charter authority of the City Council and the City Manager, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- G. The cost of the arbitrator shall be shared equally between the FOP and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

All time limits set forth in this article may be extended by mutual consent between the employee and the Chief of Police but, if not so extended, they must be strictly observed. If either party fails to pursue any Grievance or Disciplinary Appeal within the time limits provided and the Grievance is at the level of Lieutenant, or FOP Grievance committee the Grievance shall immediately go to the level of the Chief of Police. If the Grievance or Disciplinary Appeal is at the level of Captain, Major, Assistant Chief, Chief of Police, or City Manager and a party fails to pursue any Grievance or Disciplinary Appeal within the time limits provided, in case of the employee, he shall have no right to continue the Grievance or Disciplinary Appeal;

in the case of management, it will be deemed a response in favor of the employee's remedy.

It is specifically and expressly understood that filing a Grievance or Disciplinary Appeal under this article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights of both parties, the FOP or the Employer, to litigate or otherwise contest the last answer rendered under the procedures set forth in this article in any court or other appeal forum.

SECTION 5. The FOP president or his authorized representative may report an impending Grievance or Disciplinary Appeal to the Chief of Police in an effort to forestall its occurrence.

ARTICLE 11

POLICE OFFICER BILL OF RIGHTS

SECTION 1. POLICE OFFICER BILL OF RIGHTS

- A. The FOP acknowledges that the governmental administrators and Chief of Police of Midwest City have the right to establish reasonable rules and regulations for processing complaints against police officers and for disciplining police officers for cause.
- B. When existing rules and regulations or policy are changed, or new rules, regulations or policy are established, they shall be posted prominently on all department bulletin boards and furnished to each commander, who will be responsible for dissemination of written copies of the changes to each officer under his supervision. Memos which permanently alter or change Policy and Procedure, General Orders, or Regulations, shall be incorporated into those documents on a quarterly basis.
- C. The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against police officers that he receives from any person.
- D. In order to properly delineate and protect the rights and responsibilities of members of the Midwest City Police Department with regard to disciplinary matters, the following provisions are hereby made a part of the rules and regulations of the Department.
- E. Whenever an officer is under investigation and is subject to interrogation by members of the department for any reason that could lead to disciplinary action, demotion or dismissal, such

investigation will be conducted in a professional manner as follows:

SECTION 2. COMPLAINTS

The procedures established herein shall be used when a complaint is registered against any employee of the Midwest City Police Department by anyone who makes allegations which, if true, would constitute an infraction of some policy, procedure, rule, regulation or law governing the personnel of the Midwest City Police Department.

Critical complaints shall be defined as any offense that, if proven, could result in a violation of local, state or federal laws or, if verified, would result in a demotion, any loss of pay or termination of employment.

All other complaints shall be defined as Non-Critical.

A. Receipt of Complaints

1. Any employee of the Midwest City Police Department receiving a complaint regarding employee actions shall immediately refer the complainant to a supervisory officer who shall immediately reduce the complaint to writing. The supervisory personnel then shall obtain the basic information if known (date, time, complainants name, address and telephone number, nature of complaint, name(s) of witnesses), and then immediately forward the complaint to the Chief's Office.
2. All complaints shall be made in writing, with sufficient specificity so as to fully inform the officer of the nature and circumstances of the alleged violation, in order that he/she may be able to properly defend himself or herself.
3. Written complaint forms shall be available at all commanders' offices.
4. When a complaint is received at the Chief's office, it may be assigned to the Internal Affairs or sent to the respective employee's commander, at the discretion of the Chief of Police or his Designee.
5. If the complainant declines cooperation in any manner, or refuses to sign a formal complaint if asked, the supervisor's inquiry will be brief, if not ceased immediately, unless the allegation is one of a criminal nature or one defined as a critical complaint.

6. Any investigation critical or non-critical shall be started and completed within thirty (30) days or sooner if possible from the act or its discovery, or ten (10) calendar days after the completion of criminal complaint/investigations (whichever is greater). This shall include written notification of proposed disciplinary action, which results from the investigation. Any form of disciplinary action which results in any loss of pay, demotion or termination, shall be reviewed and approved by the Chief of Police. Any and all discipline recommended shall be started at the conclusion of the grievance process as outlined in Article 10 if applicable. An extension may be granted, for critical complaints only, by the City Manager upon receipt of written justification, provided to all appropriate parties not to exceed an additional ten (10) working days.

B. Notice to Officer:

The accused officer shall be furnished a copy of the affidavit that contains the alleged wrongdoing and the full name of the complainant, before the accused officer is interviewed or disciplined. This notice requirement shall not prohibit the conducting of an independent investigation by the Chief, or his designee, prior to notice provided, however, this independent investigation shall cease immediately upon the determination of the substance. After notice, the accused officer may elect to postpone any interview for a mutually agreeable reasonable time.

C. Investigation of Complaints:

1. An investigation shall begin immediately upon receipt of a complaint at any supervisory level, as assigned by the Chief's office.
2. Investigation of telephone and anonymous complaints shall be made only at the direction of the Chief of Police, and then only if the allegation is of a criminal nature or if the allegation is a critical complaint by definition.
3. Any written or recorded statement made by the complainant to an investigating officer shall be made available to the complainant, affected officer

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

or FOP upon request by the complainant, affected officer or FOP.

4. The employee under investigation cannot discuss the subject matter of the inquiry with anyone other than the employee's labor representative and attorney during the investigation. The complainant must not be contacted under any circumstance during the investigation.
5. The officer in charge of the investigation will, if warranted in his judgment, ask the complainant to take a polygraph test administered by a qualified operator. The investigator will also inform the complainant that he may be asked to appear at a board of inquiry for the purpose of giving testimony regarding his complaint.

D. Withdrawal of Complaint:

If a complainant expresses the desire to withdraw his/her complaint and has no desire to pursue the complaint further, he/she will be requested to sign a "Complaint Waiver Form" so that the case can be closed. Internal Affairs will take complaint waivers they receive to the Chief's office; supervisors will forward complaint waivers they receive through the chain of command.

SECTION 3. RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION:

- A. Whenever a law enforcement officer is under investigation and is being interviewed by members of his agency, for any reason which could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:
1. The interview shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.
 2. The interview shall take place either at the office of the commander of the investigating officer, or at the office of the Internal Affairs Unit or Police Unit in which the incident allegedly occurred, as designated by the investigating officer.
 3. The officer under investigation shall be informed of the rank, name and command of the officer in charge of the

investigation, the interviewing officer and all persons present during the interview. All questions directed to the officer being interviewed shall be asked by and through one interviewer at any one time.

4. Interviewing sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
5. The law enforcement officer being interviewed shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
6. During internal affairs and critical complaint investigations, the interview of the law enforcement officer who is the subject of Complaint, including all recess periods, shall be recorded and there shall be no unrecorded questions or statements.

B. No officer shall be discharged, disciplined, demoted or denied promotion, transfer or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment by reason of his exercise of his rights.

SECTION 4. CRIMINAL INVESTIGATION:

If an officer is arrested, or likely to be arrested, or is a suspect in any criminal investigation, he/she shall be afforded the same constitutional rights as are accorded a civilian including, but not limited to, the right to remain silent, the right to counsel, and shall be notified of these rights before any questioning commences. Nothing in this provision shall prevent the suspension with pay, or reassignment, of such officer pending internal disposition of such charge.

CIVIL SUITS:

Police officers named as defendants in any civil lawsuit for actions taken while performing in an official capacity as a police officer for the City of Midwest City Police Department have the same rights accorded any litigant in a civil suit. The Employer recognizes its responsibility pursuant to Title 51' Oklahoma Statutes, Section 151 et seq., as amended, to indemnify employees from certain claims arising out of the performance of their duties and from the costs and expense incurred in defending said claims. The Employer states its intention to adhere to said statutory requirement.

SECTION 5. INTERNAL BOARD OF INQUIRY AND RECOMMENDATION:

A. The purpose of this Section is to establish an Internal Board of Inquiry and Recommendation designed to inquire into or investigate all allegations of misconduct by officers presented to it.

B. THE INTERNAL BOARD OF INQUIRY AND RECOMMENDATION:

1. The Chief of Police shall have available to him an Internal Board of Inquiry and Recommendation that will inquire into or review all allegations of misconduct presented to it by the Chief of Police. The Chief of Police shall confer with the Human Resources Director as to appropriateness of utilization of such Board on matters that could involve demotion, suspension without pay or termination and will mutually agree as to whether or not to utilize such Board.
2. Following such inquiry, it shall then make recommendations on its determination to the Chief of Police.
3. The Board, as indicated, is comprised of two areas of responsibility, one of inquiry and one of recommendation; thus, the inquiry may be extended to matters of policies and procedure for which a need may be indicated by the initial incident inquiry.
4. Composition:
 - (a) The Board of Inquiry will be chaired by an officer appointed by the Chief of Police, with the hearing being conducted informally.
 - (b) The Board of Inquiry will be comprised of five (5) officers. These officers will be selected by a random drawing process. The officer before the Board will accomplish the drawing in one of the following manners according to his grade.

Examples:

- 1) If an incident involving a Patrol Officer/Sergeant is being reviewed, the make-up of the Board will be four (4) Lieutenants, and one (1) Captain.

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

2) If an incident involving a Lieutenant is being reviewed, three (3) Lieutenants, one (1) Captain and one (1) Major.

3) The officer before the Board may challenge and have removed from the Board one member and replace that member with one of equal grade of his choosing.

(c) In no event will there be a member of the Board of lower rank than the subject officer.

(d) Any action involving a Captain or above will be handled personally by the Chief of Police.

(e) Persons who were directly involved in the incident or in the investigation of that incident being brought to the Board will not be selected to serve on the Board.

(f) The selection process will be completed prior to the FOP selecting a member of the Police Department to witness the proceedings.

5. Procedure:

(a) Internal Affairs will present the case to the Board.

(b) The subject Officer is privileged to participate in the hearing or remain silent; however, he/she may be compelled to, answer questions from the Board.

(c) The officer before the Board is permitted, in fact urged, to be represented and aided by another officer of the department. The officer may choose anyone he/she wishes to represent the officer, up to and including Major.

(d) By mutual consent, the proceedings may be recorded, and either party may request a copy of the tape at their own expense.

(e) Rules of evidence shall not apply to the proceedings.

(f) The Board may accept investigative reports as full and fair statements of facts unless the officer presents contrary evidence.

(g) The scope of the inquiry shall address specifically, directly and narrowly the allegation before the Board.

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

- (h) The proceeding of the Board shall be maintained in confidence until the close of the inquiry and results given the Chief of Police to the subject officer.
- (i) No evidence, presented by the Internal Affairs office shall be reproduced or any way copied by any member of the Board.
- (j) The only other persons permitted at the hearings include an aide to the Chief of Police, the City Manager or his designee, a member of the Police Department selected by the legal bargaining agent and one member of the Oklahoma Bar Association. These persons may only act as observers and will not participate in any way in the hearing.
- (k) The Chairman of the Board, will to a large measure determine its success; his position, therefore, will be one of impartiality and objectivity so that he will not influence the Board except in the maintenance of decorum, dignity and control of conduct.
 - (l) On completion of the inquiry, the Chairman and all others except the five (5) members of the Board will be excused.

6. The Board of Inquiry becomes an independent Board of Recommendation at this point:

- (a) The five-officer Board will then be chaired by the senior officer of the highest rank.
- (b) Each member shall participate fully in the deliberations.
- (c) At the conclusion of its deliberation, if the Board has found a basis for the complaint on a preponderance of evidence, it will call the Chief of Police, the immediate supervisor of the subject officer and the subject officer and his/her representative (if the employee so chooses). If the Board has found no basis for the complaint, it shall move immediately to Step f. below.
- (d) It will then ask for a general statement from the immediate supervisor on the work record and reputation of the subject officer and a specific

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

recommendation of disciplinary action if he wishes to make one. The HR department should then give the Board the personnel record file of the subject officer for review. Red Books, supervisor diaries or their electronic equivalents for the current performance evaluation period shall be reviewed.

- (e) At this time, the Chief of Police, the immediate supervisor and the subject officer will again leave the Board so that it may determine its recommendation.
- (f) A recommendation will be made by the directly to the Chief of Police by memorandum.
- (g) While the Chief may accept, modify or reject the recommendation, it should be the basis for his final decision. In the event the Chief of Police does not follow the recommendation of the Board, he shall state his specific reasons therefore in writing to the subject employee.
- (h) With the concurrence of the Chief of Police, the Board may be expected to continue its deliberations and inquiry into matters of policy and procedure which may be presented in an additional memorandum to the Chief of Police for his consideration.

SECTION 7.

COMMUNICATIONS

1. Communications, or requests made in writing directed through the chain of command, shall receive a response in writing.
2. Acknowledgment to a written communication or request shall be made within fifteen (15) calendar days of it being placed into the chain of command.

ARTICLE 12

HOLIDAY PAY

SECTION 1

All employees covered by this Agreement shall be entitled to one hundred hours off per contract year for which they shall receive pay at their regular rate and which are available to all employees July 1 of each year,

SECTION 2. A maximum of seventy hours (70) of holiday pay not utilized by the employee during the contract year prior to the last day of the last pay period ending in June shall be paid for by the Employer at a rate of straight time for hours not used. This payment shall be in addition to the employee's regular pay, with payment being made with the first payroll check in July.

SECTION 3. Holiday pay may be utilized in no less than one quarter ¼ (.25) hour increments.

SECTION 4. Upon termination of employment, for any reason, the employee shall receive pay at his/her regular hourly rate of pay. The employee shall be paid for his /her unused holiday pay at a rate of 3.85 hours per pay periods from July 1st. Any time over twenty pay periods of service shall result in full payment of unused holiday pay. If the employee has used more holiday pay than earned by the probation, his/her final check will be adjusted by his/her current rate of pay.

SECTION 5. All employees with accumulated holidays as of July 1, 1980 shall retain said holidays until they are used or compensated for at separation from City employment.

ARTICLE 13

VACATION LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to vacation leave at the following rates:

<u>Length of Service</u>	<u>Leave Accrued</u>
12 - 59 months	4.2 hours per pay period
60 - 119 months	5.1 hours per pay period
120-179 months	6.0 hours per pay period
180-239 months	7.0 hours per pay period
240 or more months	7.85 hours per pay period

SECTION 2. Vacation leave may be accumulated up to a maximum of two hundred sixteen (216) hours. At the end of the calendar year, all approved accumulated leave in excess of 216 hours shall be paid at the rate of straight pay, with payment being made on the second payday in January.

SECTION 3. No more than a total of twelve (12) days vacation and personal leave shall be taken in succession without the prior approval of the Chief of Police. Vacation leave may be utilized in no less than one quarter ¼ (.25) hour increments.

SECTION 4. Upon termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all accrued vacation leave hours.

ARTICLE 14

SICK LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to accrue twelve (12) days sick leave per year. Employees shall accrue 4.6 hours sick leave per pay period.

SECTION 2. Sick leave may be accumulated up to a maximum of eleven hundred hours (1100). Pay for accumulated hours over the maximum amounts shall be computed at the rate of one hour's pay for every two (2) hours accumulated. Pay shall be figured at the end of the calendar year and payment shall be made on the second payday in January

SECTION 3. Permanent employees are the only employees eligible to take sick leave with pay. Sick leave shall be granted for the following reasons: personal illness or physical incapacity, enforced quarantine of the employee in accordance with community health regulations, medical and dental appointments (not to exceed four (4) hours each) and an illness of a member of the employee's household that requires the employee's personal care or attention.

SECTION 4. Sick leave with pay in excess of three (3) consecutive work days shall be granted only after presentation of a written statement by a licensed physician certifying that the employee's condition prevents him/her from performing the duties of his/her position. A statement for sickness may be required for less than three (3) days at the discretion of the Chief of Police.

SECTION 5. Upon termination of employment with less than ten (10) years continuous municipal employment, no payment shall be made to the terminating employee for unused sick leave. Upon termination of employment after ten (10) years of continuous municipal employment for any reason, the terminating employee shall receive payment for all accrued sick leave. All hours of accrued sick leave shall be paid at fifty percent (50%) of the employee's regular hourly rate of pay. One hundred (100) percent of the sick leave balance shall be paid to the employee's named beneficiary in the event an employee is killed in the line of duty, defined as follows: A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as a member of the Police Department.

SECTION 6. Sick Leave Saving Incentive.

- A. Employees who use three (3) shifts or fewer per calendar year shall receive incentive pay in the following manner: For the purpose of calculation, shifts shall be used in hours according to employees work schedule.

Eight (8) hour employees:

0 Hours sick leave used \$900
1-8 hours sick leave used \$500
9-16 hours sick leave used \$300

Ten (10) hour employees:

0 Hours sick leave used \$900
1-10 hours sick leave used \$500
11-20 hours sick leave used \$300

Pay for sick leave savings will be figured at the end of the calendar year at the pay rate of straight hourly pay and shall be paid on the second payday in January. An employee who receives an off duty injury may be granted light duty status. Although he is assigned to light duty work status, the first one (1) through four (4), days of that assignment shall be counted as sick leave in computing his/her sick leave incentive pay. The employee shall not be required to use his/her sick leave for this deduction to occur during his/her light duty work assignment (injured off duty). This shall not change the manner in which on duty injuries are handled.

ARTICLE 15

INJURY LEAVE

SECTION 1. An officer injured on the job shall continue to receive his/her regular rate of pay during absence from work not to exceed six (6) calendar months from the date of injury; provided, however, after the first ninety (90) days, a physician's statement verifying the officer's inability to perform assigned duties shall be required at thirty (30) day intervals to carry said officer on paid injury leave. The officer shall not make any type of pay back concerning his/her regular pay received while absent from work.

SECTION 2. If, during the six months of injury leave, it is determined by the Police Pension and Retirement Board, based on medical evidence, that the injured officer should be medically retired, and he/she is so retired, then the injury leave shall cease.

SECTION 3. Employees on injury leave shall be in compliance with provisions or restrictions of their doctor or physician in all aspects of their outside employment or personal activities.

Any violation of this section shall be dealt with pursuant to Title 85 and Title 11, Oklahoma Statutes, et seq., as amended, Oklahoma Police Officers Pension and Retirement Systems, additions and amendments.

ARTICLE 16

CHILD BIRTH LEAVE

SECTION 1. The Family Medical Leave Act shall be followed by the employees and the Employer.

SECTION 2. An employee on child birth leave shall notify the Chief of Police thirty (30) days in advance of the date he/she intends to return to work.

SECTION 3. Approved childbirth leave shall not constitute a break in service. The employee shall not lose seniority or accrued benefits while on birthing leave, but accrual of additional benefits shall not be permitted during that period. Time spent on birthing leave without pay shall not be used in computing longevity or time-in-step for merit increases. At the expiration of birthing leave, the employee shall be returned to the next available position of the same class and grade.

SECTION 4. The Employer shall comply with the Pregnancy Discrimination Act and shall not treat leave due to pregnancy any differently than other types of medical leave.

ARTICLE 17

EMERGENCY LEAVE

SECTION 1. Emergency leave with pay shall be granted for the following reasons. A serious sickness, reviewed on a case-by- case basis by the Chief of Police; an unscheduled hospitalization of a member of the employees immediate family that requires an employee's personal care or attention; an emergency relating to a member of the employee's immediate family which requires for immediate action; or the death of a member of the employee's immediate family (parents, grandparents, grandchildren, sons, daughters, brothers, sisters, spouses, father-in-law, mother-in-law, dependent members of the employee's immediate family and, in case of where the employee was raised by persons other than natural parents, those persons who acted in the capacity of the natural parents).

SECTION 2. In the event an employee is notified of the impending death of those listed as immediate family in Section I above, emergency leave may be granted, subject to the limitations noted herein.

SECTION 3. The maximum number of working days allowed per year is seven (7).

SECTION 4. Additional emergency leave may be granted at the discretion of the City Manager.

SECTION 5. When there is a death in the family of the employee of a person other than those stipulated as immediate family in Section 1 above, an ~~employee~~ may be granted one shift of emergency leave with pay. Definition of family in this section shall be all relatives once removed from the employee's immediate family.

ARTICLE 18

MILITARY LEAVE

SECTION 1. Military leave for active duty other than for National Guard or Reserve Training shall be governed by the following provisions:

- A. Eligibility. Any represented officer who leaves the Employer's service for military duty shall be placed on military leave without pay.
- B. A represented officer going on military leave may use, freeze, or be paid in full all of his/her accrued Vacation Leave, Personal Time Off, Compensatory Time at the employees discretion. If frozen, all leave will be restored to the represented officer upon return from active military leave.
- C. A represented officer's sick leave shall be frozen or paid as appropriate under Article 14 of the CBA while he/she is on military leave. When the represented officer returns to the employer's service, he/she shall have his/her sick leave restored.

The employer and all represented officers will comply with all federal and state laws as they pertain to military service and use of military leave.

SECTION 2. Military leave for National Guard or Reserve training

shall be governed by the following provisions:

- A. All represented officers who are members of a reserve component of the Armed Forces or the National Guard shall be entitled to military leave for the purpose of annual camp and regular drills without the loss of base pay during the first thirty (30) calendar days of such leave of absence during any federal fiscal year (October 1-September 30). However, the represented officer will not be entitled to any pay other than base pay, such as car allowance, while on military leave.
- B. In the event that the military training for which military leave is requested is optional and the represented officer volunteered for such school, training or duty, all such military leave will be without pay; however, the represented officer may be permitted to schedule vacation for such purpose at the discretion of the Chief of Police.
- C. The represented officer shall present the Chief of Police a copy of his/her orders to report for annual active duty training a minimum of ten (10) working days prior to departure on leave (or as soon as known). The represented officer shall also provide the Chief of Police with notice of his/her drill schedule within ten (10) working days of receipt of the schedule.
- D. A represented officer who is a member of the reserve component of any branch of the Armed Forces or the National Guard who is ordered to active duty as a result of a state or national emergency is entitled to leave of absence without loss of pay during the first thirty (30) calendar days of such leave unless his/her being ordered to active duty is because of (a) his/her own request or (b) a failure to fulfill the contractual obligation to the Armed Service.

ARTICLE 19

HOURS OF WORK

SECTION 1. The standard work period shall be 28 days in length comprised of eight (8) or ten (10) hour shifts. In the event an employee's shift schedule is changed, the existing mathematical ratio of duty days on shall be adjusted in regard to shifts off within 30 days of undertaking the new duty schedule.

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

The standard work period for eight-hour employees shall be 28 days in length composed of eight (8) hour shifts with five (5) consecutive days on duty and two (2) consecutive days off duty. The existing two (2) rotating shifts system in effect on the date of this Agreement shall be maintained.

The standard work period for investigations employees shall be 28 days in length composed of ten (10) hour shifts with four (4) consecutive days on duty and three (3) consecutive days off duty. The days off shall be limited to Friday, Saturday, Sunday or Saturday, Sunday, Monday.

The FOP recognizes the necessity for flexibility as to the actual hours of work of the two Investigation Bureau shifts of operation. It is agreed that the two shifts shall begin no earlier than 0700 hours and end no later than 2200 hours. An exception to these hours of work may be necessary to address specific crime problems as identified by Police Department Management. These changes in the hours of work shall not exceed fourteen calendar days at a time.

The FOP recognizes the necessity for flexibility as to the actual hours of work of the Traffic Enforcement shifts, comprised of the four Motorcycle Officers. A Ten (10) hour shift system shall be maintained for the Traffic Enforcement shifts, eight (8) consecutive days on duty followed by six (6) consecutive days off duty.

Field Operations Bureau shall maintain the ten (10) hour shift system comprised of three (3) shifts, with eight (8) consecutive days on duty, followed by six (6) consecutive days off duty. The hours of each shift shall be posted during the shift bid cycle.

A "Shift - Bidding" program will go into effect at the time of this Agreement for the Field Operations Bureau. With the following categories and ranks being separated into categories

1. Field Training Officers
2. Sergeants and Patrol Officers
3. SWAT team members

If an officer is listed in more than one of the special categories of Field Training Officers, Motor Officers or SWAT team members, his/her choice shall be subject to the following priority of categories.

Priority I: Field Training Officers
Priority II: SWAT Team Members

EXAMPLE:

An officer is a Field Training Officer and a SWAT team member and he/she bids Shift I in both categories. Three other field officers are senior to this officer, but he/she is the most senior officer on the

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

SWAT team. The officer would not be awarded his/her first choice because the category of Field Training Officers is a higher priority category.

Each officer within a category will submit a bid in writing, indicating his/her three (3) choices of shifts he/she wishes to be assigned to for the bidding cycle; the first choice being the shift most desired and the third choice being the least desired.

The cycle will be for one (1) year and the shifts assigned will be determined by seniority in the category the officer is in. Depending on the officer's seniority and the shifts requested by the officer, the officer will be assigned to his/her first choice unless that shift is already filled with officers with more seniority. At that time, the officer will be assigned to his/her second choice unless it is also filled with officers with more seniority. The third choice of the officer will then be assigned, unless it is also filled with officers with more seniority.

The District assignments and days off assigned to them for the coming Shift Bidding year shall be posted no later than the first day of November each year.

The written bid will be turned in to the Field Operations Commander between November 1 and November 30 of each year and the shift cycle will commence on January 1 of each year. The only shift transfers other than outlined in the bidding process will occur upon promotion (Seniority Article shall apply), agreements between two (2) officers of the same category to trade shifts, vacancies upon shifts that are posted and bids will be taken by seniority, and temporary shift shortages, or short term special projects requiring additional manpower. Any officer not submitting a bid within the dates outlined above, without special permission, will be assigned to the shift with vacancies after all other officers are assigned. Any other transfers (reassignments) will be from disciplinary action and subject to Article 10 of this Agreement.

The Chief of Police may, under Article 5 Management Rights, assign officers to other shifts or special assignments for a period not to exceed four (4) months appointment. At the conclusion of such time the affected officer shall return to his/her normal shift assignment as bid under the provisions stated above. By mutual agreement of the affected officer and the Chief of Police, the time period may be extended to, but not exceed, eighteen (18) months appointment.

An assignment to the Investigations Division as an Investigator shall be for a minimum of twenty four (24) months with no maximum time assigned. By mutual agreement of the affected officer and the Chief

of Police, the minimum time period may be changed to less than twenty four (24) months.

The "shift bidding" process will not affect the assignment of probationary police officers to such shift(s) as the Chief deems appropriate for training purposes. Upon successful completion of their entry-level probation period, such officers shall be required to bid on shift assignments on the basis of seniority in the manner stated above.

SECTION 2. Employees required to perform duties in association with their position outside their normal shift shall, at their option, be paid or receive compensatory time.

- A. If payment is received, the employee shall receive pay at one and one-half his/her total hourly rate for each hour worked outside his/her normal shift. The total hourly rate of pay shall include the regular rate of pay and shift differential plus Longevity pay if the shift differential or longevity pay is received on a regular basis.
- B. If compensatory time is received, the employee shall be credited with one and one-half hours compensatory time for each hour worked outside his/her normal shift.
- C. Employees required by the Employer to receive training outside their regular work period shall be paid their regular rate of pay. The Chief of Police or his designee may adjust an officer's regular work period within the officer's work cycle to accommodate the receiving of training. Represented officers required to attend training during their regular work cycle shall be provided with ten (10) hours off duty with pay immediately prior to each day of class or training.

Employees who are instructing outside of their regular work period shall be allowed to choose between being paid at a rate of one and one half hours for each hour worked, or receiving compensatory time at a rate of one and one half hour for every hour worked.

SECTION 3. Employees who are called back to duty during their normal off duty hours shall receive a minimum of three (3) hours compensatory time or three (3) hours pay, at their option. However, officers who are called back less than three hours prior to the beginning of their regularly scheduled shift shall receive the actual time prior to his reporting for his/her shift. This time prior to the beginning of the officers' regular shift shall be paid at the rate of

one and one half hour for every hour. This section does not apply to any litigant who names the city as a defendant or any one subpoenaed by the plaintiff.

- A. "Court Time Compensation" Employees who are called back to duty during their normal off duty hours, to attend Department of Public Safety Hearings, which shall include Phone Hearings, Municipal, District and Federal Court, shall receive a minimum of three (3) hours compensatory time or pay, at time and one-half for all court appearances in which they are subpoenaed and appear. However, officers who are called back less than three hours prior to the beginning of their regularly scheduled shift shall receive the actual time prior to his reporting for his/her shift. This time prior to the beginning of the officer's regular shift shall be paid at the rate of one and one half hour for every hour.

Employees whose call back is canceled prior to them reporting for work will only receive one (1) hour compensatory time or pay.

SECTION 4. Compensatory time shall be taken at such time so as not to impede the operation of the department as determined by the chief of Police. Overtime shall be approved in accordance with departmental policy. Employees shall be allowed to accumulate eighty (80) hours of compensatory time. Over eighty (80) hours will result in automatic cash payment for overtime worked.

- A. **SIU Employees.** Employees assigned to Special Investigations Unit (SIU) and School Resource Officers (SRO), and Community Action Officers (CAO) shall be allowed to accumulate four hundred (400) hours of compensatory time while assigned to SIU or School Resource duties. Compensatory hours above four hundred (400) hours will result in automatic cash payment for overtime hours worked. Employees who transition from any of these assignments shall have their accumulated compensatory time placed into their compensatory bank. Employees transferring from any of these assignments shall have half of the accumulated compensatory bank transferred as use or lose time within one (1) year from date of transfer.

The Employer shall not be required to pay the employee for any compensatory time over eighty (80) hours which was transferred from any of these assignments (see Section 4

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

this article). The employee shall keep the remaining time until the employee uses it or terminates. Any new compensatory time earned once transferred from any of these assignments shall be handled according to Section 4 of this article. The employee shall not be forced to use compensatory time by the Employer.

- B. Employees assigned to Criminal Investigations shall be allowed to accumulate eighty (80) hours of compensatory time while assigned to the division. Compensatory hours above eighty (80) hours will result in automatic cash payment for overtime hours worked. Employees who transition from their respective division shall have their accumulated compensatory time placed into their compensatory bank.

The Employer shall not be required to pay the employee for any compensatory time over eighty (80) hours which was transferred (see Section 4 of this article.) The employee shall keep the time until the employee uses it or terminates. Any new compensatory time earned once transferred shall be handled according to Section 4 of this article. The employee shall not be forced to use compensatory time by the Employer.

SECTION 5. Upon termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all accrued compensatory hours.

SECTION 6. The Employer agrees that officers shall not be required to perform duties normally performed by other municipal departments except in an emergency situation or where danger to life, health or property exists. The determination of these situations shall be made by the City Manager and/or anyone properly acting in his capacity.

ARTICLE 20

WAGES

SECTION 1. All police officers that are promoted into the Sergeant rank will be placed in the Sergeant step showing the smallest increase in pay.

SECTION 2. Employees covered under the bargaining agreement shall receive a .5% COLA additionally \$1400.00 will be shifted from Article 34 Uniform Allowance to the pay scale by adding \$1400.00 to each step of each rank the City has also agreed to add another \$275.00 to each step of each rank increasing the base salary in each step of all ranks by \$1675.00 for fiscal year 20157/20168 which will be effective July 01, 20167 as reflected in Addendum A.

ARTICLE 21

SPECIAL ASSIGNMENT/HAZARDOUS DUTY/
MOTORCYCLE OFFICER/FIELD TRAINING OFFICER/
K-9 (CANINE) HANDLER

SECTION 1. Special Assignment is defined as any of the following positions: Detective, Special Investigations, Community Action Officer, School Resource Officer, and Explorer Post Advisor, SWAT, Motor Officers. Officers assigned duty that is managed outside of this department (e.g. FBI, Violent Crimes Task Force).

1. Officers assigned as Detective shall have reached the rank of Sergeant prior to being assigned.
2. Hazardous Duty Assignment is defined as any of the following positions: Special Weapons and Tactics Team Officers and officers assigned to the "Bomb Squad."

Selection process for above Special Assignments and Hazardous Assignments to be designed by management to meet the needs of management.

At the time of posting of the opening in a Special or Hazardous Assignment, the minimum duration of assignment shall also be posted and the successful applicant shall be guaranteed the posted duration of assignment unless the employee voluntarily withdraws from the assignment or the employee is removed for the unwillingness or inability to perform duties assigned after appropriate counseling, training and developmental measures have been exhausted.

It is understood and agreed that this article does not preclude management from specially assigning an employee of a higher rank than Sergeant position; however, in the event management elects to specially assign an employee of higher rank than Sergeant, that employee shall not lose any seniority status, benefits or monies for the duration of the assignment and shall be returned to the position formerly held prior to the special assignment.

A. Officers who are assigned as Field Training Officers (FTO) shall receive additional pay in the amount of forty dollars (\$40.00) per shift in which an FTO has a Police Officer, or a Probationary Police Officer assigned to him/her for more than one-half (1/2) of the regularly scheduled shift.

1. Field Training Officers shall be selected from the rank of Sergeant.

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

2. Only certified Field Training Officers (FTO) selected in a process designed by management to meet the needs of management shall conduct Field Training Officer duties. Assignment of probationary officers shall be done on a rotating basis with the intent being that each FTO shall receive an equal number of training assignments.

C. Effective October 24, 2007 employees assigned the task of being a K-9 (Canine) Handler, who cares for, houses and is responsible for handling a Midwest City Police Canine (to include bomb dog, patrol dog and drug dog) shall receive 30 minutes (time off), during each shift worked, for their off-duty care and handling of the dog(s) assigned to them. This time off shall occur the first or the last 30 minutes of the shift, as determined by management. In the event the handler is not allowed the time off they will receive 30 minutes of compensatory time figured at straight time.

1. K-9 (Canine) Handlers shall receive compensation in the form of 60 minutes compensatory time for the off-duty care and handling of the dog(s) assigned to them which occurs on days that the handler does not work a shift. The rate of compensation shall be figured at straight time.

2. K-9 Handlers shall receive compensation in the form of compensatory time for veterinary appointments for their assigned dog(s) which occur outside of the handler's normal shift. The rate of compensation shall be figured at straight time for every hour spent going to and from the veterinarian's office and the time spent at the office. Handlers shall be required to notify the K-9 Supervisor as soon as possible after an emergency visit, and prior to routine veterinarian appointments.

3. K-9 (Canine) Handlers shall be allowed to accumulate compensatory time earned by the off duty care of their assigned dog (s). This bank shall be separate from the compensatory time bank found in Article 19, Section 2 through Section 4.

4. A total of eighty (80) hours of compensatory time earned by the off duty care of their assigned dog(s) shall be carried over into a new contract year. Time in excess of the eighty (80) hour bank shall be paid to the handler at the end of the contract year. At a rate of one hours pay for one hour of compensatory time.

Upon Termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all compensatory time earned by the off duty care of the assigned dog(s).

5. K-9 (Canine) Handlers required to perform duties in association with their position outside their normal shift, other than care for the dog(s), shall be compensated in accordance with Article 19.

ARTICLE 22

ACTING OUT OF HIGHER CLASSIFICATION

Section 1. Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds for thirty-one (31) consecutive days, in conformance with departmental policies and retroactive to and including the first day, shall be paid at the rate for that position or rank while so acting. No payment shall be made if service is voluntarily broken for more than two (2) days (shifts) during the 31-day period. Sick leave, emergency leave or previously scheduled holiday pay (leave) shall not constitute broken service.

SECTION 2. The Employer agrees that employees who act out of higher classification shall be compensated at the rate of pay they would receive were they permanently promoted to the higher classification.

ARTICLE 23

TRAVEL EXPENSES

SECTION 1. When an employee is required to furnish his/her own transportation to conduct City business, the employee shall be reimbursed the same rate as city policy for each mile as determined by the most direct route.

SECTION 2. Employees shall be reimbursed for all parking fees at actual cost.

ARTICLE 24

PENSION CONTRIBUTION

SECTION 1. The City of Midwest City and all eligible commissioned officers shall continue to participate in the State Police Pension and

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

Retirement System pursuant to Title 11, Oklahoma Statutes, Section 50-101, et seq., as amended.

SECTION 2. The employee shall contribute to the pension fund an amount equal to eight percent (8%) of his/her regular pay plus pay (8%) of his/her longevity pay.

SECTION 3. The Employer shall contribute to the pension fund an amount equal to thirteen percent (13%) of the employee's regular pay plus thirteen percent (13%) of the employee's longevity pay.

ARTICLE 25

LONGEVITY

SECTION 1. All employees covered by this CBA shall be eligible for Longevity benefits according to the following schedule:

	Years of Service	Annual Longevity pay	Payday Longevity pay	Hourly Longevity pay
\$100.00	6	\$ 600.00	\$23.08	\$0.29
\$100.00	7	\$ 700.00	\$26.92	\$0.34
\$100.00	8	\$ 800.00	\$30.77	\$0.38
\$100.00	9	\$ 900.00	\$34.62	\$0.43
\$100.00	10	\$1,000.00	\$38.46	\$0.48
\$100.00	11	\$1,100.00	\$42.31	\$0.53
\$100.00	12	\$1,200.00	\$46.15	\$0.58
\$100.00	13	\$1,300.00	\$50.00	\$0.63
\$100.00	14	\$1,400.00	\$53.85	\$0.67
\$100.00	15	\$1,500.00	\$57.69	\$0.72
\$100.00	16	\$1,600.00	\$61.54	\$0.77
\$100.00	17	\$1,700.00	\$65.38	\$0.82
\$100.00	18	\$1,800.00	\$69.23	\$0.87
\$100.00	19	\$1,900.00	\$73.08	\$0.91
\$100.00	20	\$2,000.00	\$76.92	\$0.96
\$100.00	21	\$2,100.00	\$78.77	\$1.01
\$100.00	22	\$2,200.00	\$84.62	\$1.06
\$100.00	23	\$2,300.00	\$88.46	\$1.11
\$100.00	24	\$2,400.00	\$92.31	\$1.15
\$100.00	25	\$2,500.00	\$96.15	\$1.20
\$100.00	26	\$2,600.00	\$100.00	\$1.25
\$100.00	27	\$2,700.00	\$103.84	\$1.30
\$100.00	28	\$2,800.00	\$107.69	\$1.35
\$100.00	29	\$2,900.00	\$111.54	\$1.39
\$100.00	30	\$3,000.00	\$115.38	\$1.44

SECTION 2. This payment will be in addition to an employee's base pay.

SECTION 3. Whenever an employee is eligible for the next level of longevity, the higher level pay will begin and will be in conjunction with the date of hire with the City of Midwest City.

SECTION 4. Longevity does not go into effect until the beginning of the sixth year of service as an officer and the maximum that can be received is at ~~Twenty-seven~~ Thirty years of service as an officer. Longevity is calculated by taking \$100.00 a year times the years of service and will be figured hourly and paid per pay period.

ARTICLE 26

RESIDENCY REQUIREMENTS

SECTION 1. Pursuant to Title 11, Oklahoma Statutes, Section 22-127, et seq., as amended, and the City of Midwest City Municipal Ordinances, police officers are not required to reside within the city limits of Midwest City.

SECTION 2. Since members of the bargaining unit are not required by Title 11, Oklahoma Statutes, section 22-127, et seq., as amended, and the City of Midwest City Municipal Ordinances, members of the bargaining unit shall maintain a current active cell phone and/or land line number for recall purposes. All such employees will be required to insure the Chief's secretary / administrative assistant has updated numbers. These numbers will be kept in confidence and with established policy.

ARTICLE 27

GROUP HEALTH BENEFITS

SECTION 1. The Employer agrees to provide health, dental, vision and hearing benefits coverage for employees.

SECTION 2. ~~The employees covered by this Agreement and enrolled in the Health Plan **Blue Options Network** shall pay \$ 59.14 premium per pay period for the employee's health benefit and \$ 216.72 for their dependent spouse, or \$ 181.47 for their dependent child(ren), or \$ 251.11 for all dependents within the employees family for health benefits.~~ The employees covered by this Agreement and enrolled in the Health Plan **Preferred Network** shall pay \$ 34.66 premium per pay period for the employee's health benefit and \$ 155.64 for their dependent spouse, or \$ 135.58 for their dependent child(ren), or \$ 174.84 for all dependents within the employees family for health benefits. Employee and dependent dental, vision and hearing

benefits will be provided at no cost to the employee.

SECTION 3. If, during the term of this Agreement, the City Council approves an alternative health care program as an option to the City's health benefits plan, the City agrees to contribute to the optional program chosen by the employee an amount, equal to the City's contribution being paid by the City to the City's internally operated health benefits plan.

SECTION 4. The FOP president may appoint one member of the FOP as the FOP's representative to the Health Benefits Committee established by the City Manager. The local FOP president shall select said appointee for the entire period of this Agreement. Said appointee shall be a full voting member of the Health Benefits Committee.

SECTION 5. The Employer shall have the right to modify, alter or amend the Health Benefits Plan Document in whole or in part, provided, however, that no amendment shall diminish or eliminate any claim for any benefit to which a participant was entitled, prior to such amendment.

SECTION 6. The City shall provide life insurance for members of the Police Department with a basic benefit of thirty thousands dollars (\$30,000) and a double indemnity benefit for accidental death in the amount of sixty thousand dollars (\$60,000).

SECTION 7. During the Contract year in the event that the Internal Revenue Service (IRS) issues any regulations or additional guidance that affects the Employee Health and Benefit Plan overall costs and/or premiums, the parties agree to reopen negotiations on Article 27 for the sole purpose of modification to the premium that is referenced in section two (2) and section three (3) of the article.

In the event of an increase to the Employee Health Plan and/or employee's premium and/or the dependent premium during the 2013-2014 contract years, the city agrees to pay half of the cost with employee paying the remaining half.

ARTICLE 28

SAFETY AND HEALTH BOARD AND LABOR MANAGEMENT REVIEW

SECTION 1. There shall be established a Safety and Health Board.

- A. Said Board shall have the responsibility of recommending safety and health needs to the Employer.

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

- B. The membership of the Board shall be comprised of two members appointed by the FOP president and two members appointed by the Chief of Police. Said Board shall elect a chairperson from within their Board.
- C. Said Board shall meet quarterly or at such times as deemed necessary by the Chief of Police or the FOP.
- D. After each meeting of the Board, a written report shall be made and copies of it submitted to the Chief of Police, the City Manager and the FOP president.
- E. The Chief of Police shall acknowledge receipt of the report from, said Board within ten (10) days and inform the Board in writing of any administrative action taken regarding the Board's recommendations.

SECTION 2. There shall be established a Labor Management Review Board.

- A. Said Board shall be charged with reviewing accidents, shootings, grievances and other matters referred to it by the Chief of Police.
- B. The membership of the Board shall be comprised of three members appointed by the Chief of Police or designee and three members appointed by the president of the FOP or designee. Members so appointed shall serve for a period of one year. The chairperson of the Board shall be the Human Resources Director or designee.
- C. Said Board shall be convened upon order of the Chief of Police. Said Board shall conduct its business within the time span allotted by the convening order of the Chief of Police.

SECTION 3. General Provisions

- A. Members of the Safety and Health Board and the Labor Management Review Board shall be granted time off without loss of pay to attend their Board meetings and to conduct investigations deemed necessary by the Chief of Police.
- B. The FOP president and the Chief of Police shall each appoint alternate members in the event that their regularly appointed members are unable to serve.
- C. In reviewing matters other than grievances referred by the Chief of Police, the Labor Management Review Board shall

serve as a fact finding body; one fact of the situation being a determination of the appropriateness of the action taken by an individuals involved.

- D. In reviewing a grievance, the Labor/Management Review Board shall review the appropriateness of the action which is the subject of the grievance and make recommendations to the Chief.

ARTICLE 29

PROMOTION POLICY AND PROCEDURES

SECTION 1. All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 2. It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations that shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 3. Testing will be administered by the Chief of Police in accordance with the Equal Employment Opportunity Commission guidelines and the Midwest City Affirmative Action Plan. All written tests questions administered in accordance with this Agreement shall be validated prior to competition.

SECTION 4. Sergeant

A. Eligibility.

1. Applicants shall be required to have been employed for a period of four (4) continuous years of service as a police officer with this department. Applicants will be allowed to test during the 30 days prior to his/her reaching their fourth (4) anniversary date. Upon successful completion of the competency testing, the applicant shall be promoted to Sergeant once they reach their fourth (4) anniversary date. Applicants must not be on disciplinary probation or disciplinary suspension on the date of examination. Applicants must not have been reduced in grade for cause within the last twelve (12) months prior to the date of examination.
2. Advancement to the rank of Sergeant shall be made following the applicant successfully scoring seventy-five

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

percent (75%) or better on a written test of "police officer" job skills, knowledge and abilities.

3. Applicants who do not successfully score seventy-five percent (75%) or better on the written test must wait a minimum of 90 days before they are eligible to re-test for the rank of Sergeant.
4. It shall be the responsibility of a police officer who has met the eligibility requirements cited in subsection 1 or 3 of this section to notify the Chief of Police, in writing, of his/her intention to take the written test.

SECTION 5. Lieutenant

A. Eligibility

Applicants shall be required to have held the rank of Sergeant for a period of one (1) continuous year. Applicants must not have been on disciplinary probation or disciplinary suspension or have been reduced in rank for just cause within the last twelve (12) months prior to the date of competition.

B. Written Examination

A written examination will be prepared by the Chief of Police or his designee. The Human Resource Director, Chief of Police or assessment facilitator and the FOP Representative shall meet prior to testing and review all test questions and answers. If any of the three representatives fail to agree upon a test question, it shall not be used. Only clear, direct questions requiring concise answers will be used. Neither trick nor ambiguous questions will be a part of the written test. The test should consist of at least one hundred (100) objective (multiple / true or false) job knowledge questions. Test questions must be obtained from materials available to all applicants, with a list of these materials posted in conspicuous places throughout the Police Department thirty (30) days prior to the date of examination.

Pass/fail on the written examination will be seventy five percent (75%) of the highest score possible on the written examination. The top eight (8) candidates scoring seventy five percent (75%) or more of the highest score possible on the written test will qualify to compete in the assessment

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

process. In the event of a tie for the eighth position, all officers tied for that position will be permitted to compete in the, assessment process. The written test shall be weighted by the Chief of Police prior to testing and be included in the candidates' final score.

Grading of written examinations will consist of: The Human Resources Director will appoint a representative who shall grade the written examinations with the assistance of the designated Fraternal Order of Police observer and Chief of Police designee. Immediately following the grading and prior to the posting of the scores, all candidates will review the test together with the Human Resource Director or representative by use of an overhead projector or power point presentation. At that time, if the validity of any question is raised, the Human Resource Director Representative, the Labor Representative and the Assessment Facilitator for Management will determine whether or not the question will be counted. All grievances concerning the written test shall be filed prior to the meeting being adjourned. Any grievance will be filed with the City Manager. If a grievance is not filed, the written test scores will stand.

C. Assessment Board

The Chief of Police shall establish a board consisting of four (4) members of the rank of Lieutenant or above. All assessors will be from police Departments comparable in size to the Midwest City Police Department or larger departments. One (1) of the assessors shall be from the Midwest City Police Department, struck from a list of the eligible personnel, with the first to strike a name being determined by a coin toss.

The competitive assessment shall be designed by management to address the particular needs identified by management. The eligibility of each assessor to serve on the board shall be determined by the Human Resources Director.

D. Personnel File Review Process

Each of the top eight (8) Candidates scoring seventy five (75%) or higher on the written examination shall who appear before the assessors at which time his/her personnel or 201 file covering the past three years shall be presented by the Human Resources Director or designee for the review of the assessment panel.

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

The candidate will be present during their review process and will be given the opportunity to clarify or correct any material/information presented to the Board.

The 201 review will be considered by the assessors in determining the final assessment ranking.

This shall be the final exercise of the assessment process.

E. Selection.

The selection of Lieutenant shall be made by the Chief of Police as outlined in Section 8.

F. Shift III officers who are among the top 12 candidates, and are on the regular work cycle will be allowed to take personal leave off duty with pay immediately prior to each day of the assessment. This does not include the written test.

SECTION 6. Captain

The position of Captain shall be filled by appointment by the Chief of Police from the rank of Lieutenant from the Midwest City Police Department, with the process designed by the Chief to meet the needs of the department.

SECTION 7. Major

The position of Major shall be filled by appointment by the Chief of Police from the rank of Captain from the Midwest City Police Department, with the process designed by the Chief to meet the needs of the department.

SECTION 8. Selection

The assessors will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top Sergeant candidate, as determined by the assessors, shall be the individual promoted to the vacant position.

SECTION 9. Applicant Rights and Responsibilities

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

- A. If the applicant believes the procedures outlined herein have been violated, the individual may present a grievance on this issue to the Chief of Police.

Such appeal must be made within three (3) working days following completion of the assessment process.

- B. A member of the Fraternal Order of Police shall be named by the FOP to act as an observer during the promotion process, except that the observer will not be present during the preparation of the assessment process and during the personal interview portion of the assessment board. He shall be afforded the opportunity to verify the process immediately prior to the review of applicants. The observer shall carry out the following duties:

1. Review the eligibility list to insure all individuals meet the requirements according to the current contract.
2. Shall be present during the administering and grading of the written test and monitor the same.
3. Shall be present during the assessment process and monitor the same, excluding individual interviews.
4. Report any and all irregularities, immediately, to the Fraternal Order of Police president, Human Resources Director and Chief of Police.
5. Observe the same rules of confidentiality that apply to members of the Promotion Review Board.

- C. The Human Resources Director or designee shall be present at each step in the assessment process as an observer.
- D. Each applicant is entitled to review his/her individual final results, including the written test results, with the Human Resources Director.
- E. Written examinations and Promotion Review Boards shall not exceed eight (8) hours in a given day.
- F. Applicants shall be notified of the selection following the expiration of the grievance period outlined in Section 9(A) of this article.

SECTION 10. Special Circumstances

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

During the application of this promotion system, special circumstances may arise. The following shall be used as guidelines for pertinent situations:

- A. In the event of a change in job title only, a similar change of title shall be made in the promotional procedures.
- B. Should a totally new position in the rank structure become available, then this position will be filled as nearly as possible in accordance with the procedures set out in this system. This new position will then be written into this system following the basic procedures contained herein.
- C. At no time will only one person be eligible for a position if three or more people would be eligible except for time-in-grade. A staff decision will be made as to how many or who will be eligible. At all times, the general provisions will be adhered to as closely as possible.
- D. When new positions in the rank structure are created, then time-in-grade requirements will be waived until the position has been filled for the requisite time for advancement to the next higher position, when an adequate number of applicants are not eligible within the department.
- E. If, during the promotional process, there is a dispute about any of these sections or provisions in this promotion procedure, then all such disputes will be settled by a staff decision.

SECTION 11. Integrity of Promotional Process

- A. All aspects of this promotional process, with particular attention to questions and answers of the written examinations, and assessment procedures, shall be maintained in the strictest confidence and this information provided on "need to know" basis only.
- B. Any employee, regardless of rank or status, who is determined to violate this section shall be subject to disciplinary action as provided by the Police Department disciplinary policies.

SECTION 12. Promotional Eligibility List

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

- A. Upon the completion of the promotional process for the ranks of Sergeant, the department will establish and maintain a final ranking eligibility list, in descending order, of those candidates who successfully complete the assessment process, but were not the top performer. This list will be maintained for a period of twelve (12) months from the date of the completion of the assessment process.
- B. In the event that another opening in the rank of Sergeant comes open during that twelve (12) month period, the Employer agrees to promote the top person on the promotional eligibility list for that particular rank. Any person who is on the eligibility list (list maintained for twelve months) who has been placed on disciplinary probation or disciplinary suspension or has been reduced in rank for just cause during his/her eligibility period shall not be promoted. If, for any reason, the top person on the promotional eligibility list declines the offer of a promotion, the next on the list shall be offered the promotion. If the top person on the promotional eligibility list declines a promotion, he/she shall remain the top person for the remainder of the term of the eligibility list.
- C. If more than one opening becomes available in that rank during that twelve (12) month period, then those positions would be filled from the descending order from the promotional eligibility list for that particular rank.
- D. On the tenth day following a vacancy, a notice will be posted announcing the vacancy and listing the study materials. The date of this posting shall determine the eligibility of any applicant for the vacancy and promotional eligibility list. Any vacancy occurring during the term of the current promotional eligibility list will be filled from that list.

ARTICLE 30

EDUCATION INCENTIVE PAY

SECTION 1. The Employer recognizes the benefits of improved employee performance and organizational effectiveness through continuing education. To assist the employee in achieving this improved performance the Employer agrees to allow the members of the bargaining unit to participate in the City's Tuition Reimbursement Program effective July 1, 2000. If the employee decides to participate in the tuition Reimbursement Program he/she will not be able to receive the College Incentive pay as outlined below. If the

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

employee currently holds a degree and wishes to participate in the Tuition Reimbursement Program, he/she will not be eligible to receive the College Incentive pay at the next degree when completed.

SECTION 2. The Human Resources Director (or designee) and the president of FOP Lodge #127 (or designee) shall develop and post a list of Associate level degrees, Bachelor level degrees and Masters level degrees offered by or recognized by the Higher Education System of the State of Oklahoma that this committee has determined to be directly job related or of benefit to both the employee and the City. In the event a degree program is disputed by members of this committee, the City Manager shall decide the applicability of the degree program.

SECTION 3. Payment for attaining such a recognized degree or CLEET Certification shall be as follows:

Intermediate CLEET Cert.	\$28.25 per pay period
Advance CLEET Cert.	\$38.25 per pay period
Associate Degree	\$48.25 per pay period
Bachelors Degree	\$58.25 per pay period
Masters Degree	\$68.25 per pay period

If an Officer holds multiple degree(s) and/or CLEET certifications, the Officer shall receive the incentive for the highest held degree or CLEET certification, payment shall be included in the employee's base pay and paid per regular pay period.

SECTION 4. The employee shall furnish a certified college transcript to the Personnel Department to be included in the employee's 201 file that indicates the award of said degree.

SECTION 5. All members of the bargaining unit employed prior to July 7, 1988 with college degrees accepted by the Higher Education System of the State of Oklahoma shall be compensated for such degree, regardless of program, by the terms of this article. All employees hired after July 1, 2002, submitting degrees for incentive pay must be approved as a "police related" degree determined by the Police Chief and FOP President.

SECTION 6. Payment shall be made solely on the highest degree attained.

ARTICLE 31

BULLETIN BOARD

SECTION 1. The City agrees to provide space for a reasonable number of bulletin boards for the posting of FOP informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community.

Acceptable use of the bulletin board would include:

- A. Recreational and social affairs of the FOP.
- B. FOP meetings
- C. FOP elections
- D. Reports of FOP committees
- E. Rules or policies of the FOP
- F. Other notices as approved for posting by the Human Resources Director.

SECTION 2. The Employer reserves the right to remove any material from such bulletin boards which, in its opinion, does not conform to the purpose of this article.

SECTION 3. Only designated bulletin boards shall be used for posting any material on City property.

SECTION 4. The FOP president shall be the responsible party for posting all information on the bulletin board and material to be posted should be dated and materials shall be removed in a timely manner by the FOP president.

ARTICLE 32

DRUG FREE WORKPLACE ACT

The City will implement and conform to Public Law 100-690, The Drug Free Workplace Act of 1988. In accordance with the Act the City will:

- Publish and distribute to workers a policy prohibiting illegal drugs in the workplace;
- Provide each employee a copy of the above policy;
- Establish "drug free awareness programs" to inform employees about the dangers of drug use in performance of their jobs; the penalties for using them at work; and the availability of drug- counseling programs;
- Require employees to notify the Employer if they are convicted of any drug related crime;
- Punish convicted employees for drug violations or require their successful completion of a drug rehabilitation program.

ARTICLE 33

HEALTH PHYSICAL

SECTION 1. The Employer agrees to provide at no cost to the employee a voluntary ~~examination~~ physical examination at; ~~a minimum of every five (5) years. At least one physical each five (5) years shall consist of a comprehensive job-related physical evaluation provided by the City's current medical exam group.~~

Every 5 Yrs. For employees at age 21-39

Every 4 Yrs for employees at age 40-49

Every 3 Yrs. For employees at age 50+

- Medical History
- Physical Exam
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)
- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostate Exam and PSA (if over 40)
- Chest and spine X-ray ~~Aa~~ at Employees Discretion
- Lumbar-sacral spine X-ray at Employees Discretion
- Static and Isoinertial Testing (including flexibility examination)
- Hepatitis B and C Antibody Screening
- HIV Screening
- Pulmonary Function Exam
- Testicular exam for all male employees regardless of age
- Breast exam for all female employees regardless of age
- TDAP Immunization
- MMR Booster at the employees discretion
- Calcium Scoring Test for all employees over 40 Yrs. Of age

SECTION 2. Only the employee shall each receive a copy of the results of the medical evaluation.

SECTION 3. ~~All officers with even year employment anniversary dates will be allowed to begin their physical during 1989-90 contract term. All other officers with odd year employment dates will be allowed to begin their testing during 1990/91 contract term.~~ The test physical examination will be administered during the employee's anniversary month.

SECTION 4. The examination shall be done with pay at a straight-time rate.

ARTICLE 34

UNIFORM PROCUREMENT

SECTION 1. The City in-lieu of a fourteen hundred (\$1400.00) dollar uniform allowance, agrees to infuse the base salaries of the FY 2017/2018 Police pay scale with one thousand four hundred dollars (\$1400.00) per rank to each salary step; the City agrees to pay rollups associated with this agreement. ~~Employees covered by this Agreement serving in a predominantly uniformed capacity are to maintain the following:~~

~~Three (3) pairs of pants
Three (3) shirts
One (1) approved jacket~~

~~Employees covered by this agreement shall receive the sum of (\$700.00) seven hundred dollars in their first paycheck in September and first paycheck in March.~~

SECTION 2. The procurement of new uniforms will be the sole responsibility of the Officer. Officers will be responsible for upkeep of their equipment and uniforms as outlined in Police Department Policy. ~~Employees covered by this Agreement serving in a predominantly non uniformed capacity are to maintain the following:~~

~~One (1) pair of pants
One (1) shirt
One (1) approved jacket~~

~~At the time a non-uniformed employee, who has been in a non-uniform assignment for eighteen (18) months or longer, is re-assigned to a predominantly uniformed position, he/she will receive a one-time lump sum of two hundred dollars (\$200.00) in his/her base pay in his/her first paycheck following the reassignment. Items to be purchased with this additional lump sum are:~~

~~Two (2) pairs of pants
Two (2) shirts~~

~~Employees covered by this agreement shall receive the sum of (\$700.00) Seven hundred dollars in their first paycheck in September and first paycheck in March.~~

SECTION 3. Duty uniforms shall be of a type and color approved by management and readily available from local vendors.

SECTION 4. The Employer agrees to provide each employee any additional uniform item required with the exception of uniform items currently provided by each employee, i.e. leather/web gear, footwear and handguns. The Employer further agrees that, in the event it makes the administrative decision to substantially change the type or color of the required duty uniform, it will provide the initial issue of the new uniform to the employees covered by this Agreement.

SECTION 5. The Employer agrees to purchase (1) pair of Motorcycle pants per physical year for officers assigned as Motorcycle Officers, beginning with the ~~officers~~officer's assignment to the Motorcycle and each anniversary year thereafter. The employer further agrees to purchase (1) pair of approved Motorcycle boots for each Motorcycle Officer every two years (2) beginning with the officer's assignment to the Motorcycle and each anniversary year thereafter.

SECTION 6. The Employer shall repair or replace with like kind and quality timepieces, duty gear, Cell Phones, and garments damaged or destroyed in the line of duty up to a maximum of three hundred and twenty five dollars (\$325.00) per incident.

SECTION 7. The Employer agrees to replace prescription eyeglasses or contact lenses damaged or destroyed in the line of duty at full value, up to three hundred and twenty five dollars (\$325.00).

SECTION 8. An employee who accepts an assignment in the Investigations Division shall receive a one-time payment of \$350.00 upon being assigned. The payment shall be used to purchase required clothing items, allowing the employee to meet the dress code of that department. This section shall apply to any and all employees who are currently assigned and have not been compensated.

ARTICLE 35

PUBLICATION OF COLLECTIVE BARGAINING AGREEMENT

SECTION 1. The Employer agrees to provide the Union one hundred (100) printed copies of the new collective bargaining agreement this year at no cost to the Union.

ARTICLE 36

LIEUTENANT/SERGEANT ASSIGNMENT

SECTION 1. Lieutenants and Captains shift assignments and duty assignments shall be for a minimum of twenty-four (24) months.

During the minimum time of the assignment, by mutual agreement of the affected officer and the Chief of Police, the time period may be set aside and the affected officer moved.

ARTICLE 37

SUBSTANCE ABUSE PROGRAM

SECTION 1. The Fraternal Order of Police, Lodge 127 recognizes the City's right and responsibilities to administer the City's Abuse Policy in accordance with state and Federal guidelines.

ARTICLE 38

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 2. If any provision of this Agreement conflicts with a provision of the Merit System, or other personnel provisions of the City of Midwest City then, and in that event, the language of this contract shall have precedence and control.

ARTICLE 39

POLICE OFFICER RETIREMENT

Section 1: The City of Midwest City wishes to recognize and honor those officers who have honorably served twenty (20) years of continuous service to the citizens of Midwest City and the Midwest City Police Department by giving to the officer upon retirement their issued service weapon. This will occur when an officer retires in good standing, and pursuant to the requirements of the Oklahoma Police Pension and Retirement System.

Section 2: Employees covered by this agreement understand that this is a "Fringe Benefit," under the IRS Regulations, and therefore the fair market value of said service weapon is considered taxable.

(Space Left Intentionally)

CONCLUSION

It is understood by the parties to this Agreement that the foregoing is an amendment of its terms and conditions during the contract period and it cannot be altered in any manner, except in accordance with Article 7, Section 1.

IN WITNESS WHEREOF, the parties set their hand this on the 1425th day of Junely, 20167

CITY OF MIDWEST CITY

Matthew D. Dukes II Mayor

CITY CLERK

CORPORATE NEGOTIATOR
MIDWEST CITY FRATERNAL ORDER OF POLICE, LODGE #127

PRESIDENT

CORPORATE NEGOTIATOR
CITY OF MIDWEST CITY

HUMAN RESOURCES DIRECTOR

APPROVED AS TO FORM this the 1425th day of Julyne, 20167

CITY ATTORNEY

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

(Will Insert the Pay Scale on this Page)

ADDENDUM "A"
MIDWEST CITY POLICE PAY PLAN
EFFECTIVE JULY 01, 2017
COLA .5%

	A	B	C	D	E	F	G	H	I	J	K
Officer	1	2	3	4	5	6	7	8	9	10	11
Yearly	\$47,564.31	\$48,941.08	\$50,359.11	\$51,819.55	\$53,324.03	\$54,873.47					
Payday	\$1,829.40	\$1,882.35	\$1,936.89	\$1,993.06	\$2,050.92	\$2,110.52					
Hour	\$22.8675	\$23.5294	\$24.2111	\$24.9132	\$25.6366	\$26.3815					
Sgt.											
Yearly	\$55,495.34	\$57,056.14	\$58,634.32	\$60,257.71	\$61,927.45	\$63,644.47	\$65,410.63	\$66,963.80	\$69,095.46	\$71,016.91	\$72,993.06
Payday	\$2,134.44	\$2,194.47	\$2,255.17	\$2,317.60	\$2,381.82	\$2,447.86	\$2,515.79	\$2,575.53	\$2,657.52	\$2,731.42	\$2,807.43
Hour	\$26.6805	\$27.4308	\$28.1896	\$28.9701	\$29.7728	\$30.5983	\$31.4474	\$32.1941	\$33.2190	\$34.1427	\$35.0928
Lt.											
Yearly	\$76,558.99	\$78,618.35	\$80,734.26	\$82,908.35							
Payday	\$2,944.58	\$3,023.78	\$3,105.16	\$3,188.78							
Hour	\$36.8072	\$37.7973	\$38.8146	\$39.8598							
Capt.											
Yearly	\$86,157.67	\$88,481.03	\$90,868.12	\$93,321.04							
Payday	\$3,313.76	\$3,403.12	\$3,494.93	\$3,589.27							
Hour	\$41.4220	\$42.5390	\$43.6866	\$44.8659							
Maj.											
Yearly	\$93,989.96	\$96,297.79	\$98,663.33								
Payday	\$3,615.00	\$3,703.76	\$3,794.74								
Hour	\$45.1875	\$46.2970	\$47.4343								

NOTE: A COLA of one half (1/2) percent was applied across the pay scale.
The City agreed to infuse the Police Pay Scale per rank, per step with \$1,400.00 of the Uniform Allowance from Article 34.
Additionally \$275.00 was added to each step in each rank.



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION



Notice of regular Midwest City Board of Adjustment meetings was filed for the calendar year with the Midwest City Clerk prior to December 15, 2014 and a copy of the agenda for the meeting was posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT MEETING
March 7, 2017 -- 6:00 P.M.

This meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on March 7, 2017, with the following members present:

Present: Jess Huskey
 Charles McDade
 Frank Young

Absent: Cy Valanejad
 Charles McDade

Staff present: Kellie Gilles, Planning Manager
 Christine Allison, Associate Current Planner

The meeting was called to order by Huskey at 6:14 P.M.

A. MINUTES:

A motion was made by Young, seconded by McDade, to approve the minutes of the meeting of March 7, 2017 as presented. Voting aye: McDade, Young and Huskey. Nay: none. Absent: Valanejad and Cook. Motion carried.

B. NEW MATTERS:

1. **(BA-394) Discussion and consideration of an application for a variance to the terms standards and criteria of the Zoning Ordinance to allow a property owner to live in a travel trailer while a new single-family home is being built on the R-6 Single Family Residential lot as the Zoning Ordinance only allows travel trailers to be inhabited in the R-MH-2, Manufactured Home Park District, for the property located at 9105 Wonga Drive.**

The applicants, Lee and Samantha Wilson of 9105 Wonga, were present. General discussion on this matter was held among the board members and staff. Mrs. Wilson provided proposed plans for the new single-family home that she and her husband propose to build on the lot. The applicants stated that they will no longer be living in the travel trailer as of April 1, 2018.

The Board members addressed the following criteria for the variance as listed in Section 7.7.2 of the Zoning Ordinance:

1. The application of the ordinance to the particular piece of property would create an unnecessary hardship. Is there a motion to make a finding of such an unnecessary hardship? Young made a motion of such unnecessary hardship as it would be a hardship for the family to have to live elsewhere during construction of their new home. McDade seconded the motion. Voting aye: Young, McDade and Huskey. Voting nay: none.
2. Such conditions are peculiar to the particular piece of property. Is there a motion to make a finding of such peculiar condition? A motion was made by Young of a finding of such peculiar conditions. McDade seconded the motion. Voting aye: Young, McDade and Huskey. Voting nay: none.
3. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the ordinance or the comprehensive plan. Is there a motion to make such a finding? A motion was made by McDade, seconded by Young, to make such a finding of no substantial detriment. Voting aye: Young, McDade and Huskey. Voting nay: none.
4. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship. Is there a motion to make such a finding? A motion was made by Young, seconded by McDade. Voting aye: Young, McDade and Huskey. Voting nay: none.

A motion was made by Young, seconded by McDade, to allow the applicants to live in a travel trailer at 9105 Wonga while their new home is being built but no longer than April 1, 2018. Voting aye: Young, McDade and Huskey. Voting nay: none. Motion carried.

C. **BOARD DISCUSSION:** None

D. **PUBLIC DISCUSSION:** None

There being no further business, a motion was made by McDade, seconded by Young, to adjourn the meeting. Voting aye: Young, McDade and Huskey. Nay: none. Motion carried.

The meeting adjourned at 6:22 P.M.

JESS HUSKEY, Chairman

KG

Notice of regular Midwest City Planning Commission meetings in 2017 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2016 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

Jun 7, 2017 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on June 6, 2017 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil,
Russell Smith
Dee Collins
Jim Smith
Dean Hinton
Jess Huskey
Jim Campbell

Staff present: Billy Harless, Community Development Director
Patrick Menefee, City Engineer
Kellie Gilles, Current Planning Manager

The meeting was called to order by Commissioner Greil at 7:00 p.m.

Commissioner Greil Presented a plaque to Floyd Wicker's wife, Margenia Wicker thanking her for his years of service to Midwest City and on the Planning Commission.

A. MINUTES:

1. Motion was made by R. Smith, seconded by J. Smith, to approve the minutes of the June 6, 2017 Planning Commission meeting as presented. Voting aye: R. Smith, Collins, J. Smith, Hinton, Huskey, Campbell and Greil. Nay: none. Motion carried.

B. NEW MATTERS:

1. **(PC 1909) Public hearing with discussion and consideration of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the SW/4 of Section 4, T-11-N, R-2-W, located at 1400 Buena Vista Avenue.**

Staff presented a brief overview of this item. The applicant, David Box of 522 Colcord Dr. was present. There was general discussion about this item. J. Smith noted that the last time the facility was open, they housed felons for a period of time. Jeff Hill of 9536 S 193 E., Broken Arrow was

present. He stated that it was his understanding that one reason for the facility previously closing was because of the owners housing felons at the facility. Mr. Hill stated that felons will not be housed when the facility is re-opened. A motion was made by Huskey, seconded by Hinton, to recommend approval of this item subject to all staff comments. Voting aye: R. Smith, Collins, J. Smith, Hinton, Huskey, Campbell and Greil. Nay: None. Motion carried.

2 (PC-1910) Election of a Planning Commission Chairperson and Vice-Chairperson.

R. Smith made a motion to elect Greil as Chairman. Hinton made a motion to elect R. Smith as Vice-Chairman. Collins seconded both motions. Voting aye: R. Smith, Collins, J. Smith, Hinton, Huskey, Campbell and Greil. Nay: None. Motion carried.

3 (PC-1911) Election of a Planning Commissioner to the Park Land Review Committee.

R. Smith made a motion to elect Huskey to the Park Land Review Committee. Collins seconded the motion. Voting aye: R. Smith, Collins, J. Smith, Hinton, Huskey, Campbell and Greil. Nay: None. Motion carried.

4 (PC-1912) Election of a Planning Commissioner to the Trails Advisory Committee.

R. Smith mad a motion to elect Collins to the Trails Advisory Committee. Huskey seconded the motion. Voting aye: R. Smith, Collins, J. Smith, Hinton, Huskey, Campbell and Greil. Nay: None. Motion carried.

C. COMMISSION DISCUSSION: Chairman Greil welcomed Jim Campbell to the Planning Commission. R. Smith noted that the newest Commissioners should be considered for attending the APA Conference next year if funds are available.

D. PUBLIC DISCUSSION: None.

E. FURTHER INFORMATION: There were no items of further information for discussion.

There being no further matters before the Commission, motion to adjourn was made by R. Smith, seconded by Huskey. Voting aye: R. Smith, Collins, J. Smith, Hinton, Huskey, Campbell and Greil. Nay: None. Motion carried.

The meeting adjourned at 7:28 p.m.

Stan Greil, Chairman
(KG)



MUNICIPAL AUTHORITY
AGENDA



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

July 25, 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. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees of the Municipal Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the June 27, 2017 staff briefing and regular meeting, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 11, 2017 as submitted. (Secretary - S. Hancock)
3. Discussion and consideration of passing and approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; and amending the budget for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budgets as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017. (Finance - C. Barron)
4. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending June 30, 2017. (City Manager - T. Lyon)
5. Discussion and consideration of declaring a Quantitray Sealer 2X, model number 89-10894-04, serial number 10-350-06867 from the Stormwater Quality Department, surplus property and authorizing its disposal by trade-in on a new replacement from IDEXX Laboratories. (Public Works - R. P. Streets)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



CONSENT AGENDA



Notice of regular meetings for staff briefings for the Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MUNICIPAL AUTHORITY TRUSTEES**

June 29, 2017 – 6:00 p.m.

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 6:50 p.m. with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Christine Allen and Secretary Sara Hancock. Absent: Sean Reed and Jeff Moore.

Discussion

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for June 27, 2017. Staff briefed the trustees on various items on the agenda, and the trustees sought clarification and discussed individual agenda items with staff.

Chairman Dukes closed the meeting at 6:50 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of regular Midwest City Municipal Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR MIDWEST CITY
MUNICIPAL AUTHORITY MEETING**

June 27, 2017 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 8:33 p.m. with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Christine Allen, and Secretary Sara Hancock. Absent: Sean Reed and Jeff Moore.

Consent Agenda. Dawkins made a motion to approve the Consent Agenda, as submitted, seconded by Allen.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of June 13, 2017, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Utilities Capital Outlay Fund, expenses/General Government (14) \$5,000. (Finance - C. Barron)
3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2017. (City Manager - T. Lyon).
4. Discussion and consideration of renewing contracts, without modification, for FY 2017-18 for liquid chlorine, granular activated carbon, sodium chlorite solution, biosolids drying/thickening polymer, new and refurbished front load refuse containers Public Works Administration and Charles Johnson commercial cleaning service. (Public Works - R. Paul Streets)

Voting aye: Eads, Byrne, Dawkins, Allen, and Chairman Dukes. Nay: none. Absent: Reed and Moore. Motion carried.

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

Adjournment. Chairman Dukes adjourned the meeting at 8:34 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

Notice of regular meetings for staff briefings for the Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MUNICIPAL AUTHORITY**

July 11, 2017 – 6:00 p.m.

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 6:27 p.m. with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, 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 July 11, 2017. The Trustees had no questions or comments for the staff.

Chairman Dukes closed the meeting at 6:28 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of regular Midwest City Municipal Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR MIDWEST CITY
MUNICIPAL AUTHORITY MEETING**

July 11, 2017 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

No meeting was held due to lack of items.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, Finance Director

DATE: July 25, 2017

SUBJECT: Discussion and consideration of passing and approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; and amending the budget for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budgets as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017.

Staff recommends that the resolution be adopted with the amounts provided.

Christy Barron
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. MA2017-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MUNICIPAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2017 TO BE MADE AVAILABLE FOR FISCAL YEAR 2017-2018; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2017-2018 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2016-2017 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2017, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2017.

WHEREAS, it is the Municipal Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2017 as chargeable to the FY 2016-2017 budget, renew those same commitments effective July 1, 2017, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2017-2018 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Municipal Authority have determined it in the best interest of the Municipal Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2017, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2017, formerly charged against and payable from FY 2016-2017 budgets, are hereby cancelled and renewed effective July 1, 2017, to be charged against and payable from additional FY 2017-2018 fiscal year budget amounts to be provided through budget amendments effective July 1, 2017.

SECTION 2. Any remaining unexpended fund balance within the funds at the close of day June 30, 2017, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2016-2017 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2017-2018 fiscal year effective July 1, 2017. The FY 2017-2018 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2017 and chargeable to and payable from FY 2017-2018 budgets.

Sanitation (190-4110)	\$ 454,526
Utilities – Water (191-4210)	\$ 174,573
Utilities – Wastewater (192-4310)	\$ 77,636
FF&E Reserve (196-4010)	\$ 84,881
Golf (197-4710)	\$ 9,715
Golf (197-4810)	\$ 213
Capital Drainage (060-7210)	\$ 20
Storm Water Quality (061-6110)	\$ 42,082
Capital Water Improvement (172-4910)	\$ 37,805
Construction Loan Payment (178-4200)	\$ 104,180
Sewer Construction (186-4600)	\$ 72,988
Utility Services (187-5011)	\$ 1,556
Utilities Cap Outlay (189):	
Utility Services (189-5012)	\$ 397,593

PASSED AND APPROVED by the chairman and trustees of the Midwest City Municipal Authority this 25th day of July, 2017.

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 25th day of July, 2017.

PHIL ANDERSON, City Attorney



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: July 25, 2017

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending June 30, 2017.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2016-2017	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Revenue												
Budgeted (MTD)	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,621
Actual (MTD)	430,970	420,241	481,316	571,284	465,481	270,078	289,607	438,034	529,524	489,852	461,692	463,169
Budgeted (YTD)	456,340	912,680	1,369,020	1,825,360	2,281,700	2,738,040	3,194,380	3,650,720	4,107,060	4,563,400	5,019,740	5,476,361
Actual (YTD)	430,970	851,211	1,332,527	1,903,811	2,369,292	2,639,370	2,928,977	3,367,011	3,896,535	4,386,387	4,848,080	5,311,249
Expenses												
Budgeted (MTD)	452,385	454,833	452,880	458,476	453,217	449,274	448,194	452,407	475,392	458,533	452,933	449,312
Actual (MTD)	422,001	445,980	446,293	514,505	467,175	374,710	372,928	411,386	449,017	447,813	465,261	470,813
Budgeted (YTD)	452,385	907,218	1,360,098	1,818,574	2,271,791	2,721,065	3,169,259	3,621,666	4,097,058	4,555,591	4,992,539	5,441,851
Actual (YTD)	422,001	867,982	1,314,275	1,828,780	2,295,955	2,670,665	3,043,593	3,454,978	3,903,996	4,351,809	4,817,070	5,287,882
Revenue vs. Expenses												
Budgeted (MTD)	3,955	1,507	3,460	(2,136)	3,123	7,066	8,146	3,933	(19,052)	(2,193)	3,407	7,309
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648	80,507	42,038	(3,568)	(7,644)
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054	10,002	7,809	27,201	34,510
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)	(7,460)	34,578	31,010	23,366

Key Indicators												
Hotel Room Revenue	268,993	216,282	265,640	252,315	256,155	116,079	147,556	219,474	280,651	257,385	293,260	276,709
Food and Banquet Revenue	105,613	220,229	183,624	266,797	175,240	184,013	123,798	181,911	198,025	202,501	159,283	166,332

Fiscal Year 2015-2016	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Revenue												
Budgeted (MTD)	415,653	654,459	469,101	625,953	517,137	406,643	385,258	516,383	615,828	574,553	502,540	417,056
Actual (MTD)	368,618	555,622	398,995	602,341	466,410	278,641	327,078	477,464	523,016	593,390	405,609	366,136
Budgeted (YTD)	415,653	1,070,112	1,539,213	2,165,166	2,682,303	3,088,946	3,474,204	3,990,587	4,606,415	5,180,968	5,683,508	6,100,564
Actual (YTD)	368,618	924,240	1,323,235	1,925,576	2,391,986	2,670,627	2,997,705	2,475,169	3,998,185	4,591,575	4,997,183	5,363,319
Expenses												
Budgeted (MTD)	484,903	555,499	488,849	558,297	506,550	470,492	468,588	491,614	562,689	567,092	492,597	483,163
Actual (MTD)	467,394	527,910	464,834	527,746	483,374	467,189	413,287	483,039	499,838	564,893	428,981	443,108
Budgeted (YTD)	484,903	1,041,022	1,529,871	2,088,168	2,594,718	3,065,210	3,533,798	4,025,412	4,588,101	5,155,193	5,647,790	6,130,953
Actual (YTD)	467,394	995,304	1,460,138	1,987,884	2,471,258	2,938,447	3,351,734	3,834,773	4,334,611	4,899,504	5,328,485	5,771,593
Revenue vs. Expenses												
Budgeted (MTD)	(69,250)	97,960	(19,748)	67,656	10,587	(63,849)	(83,330)	24,769	53,139	7,461	9,943	(66,107)
Actual (MTD)	(98,776)	27,712	(65,839)	74,595	(16,964)	(188,548)	(86,209)	(5,575)	23,178	28,497	(23,373)	(76,972)
Budgeted (YTD)	(69,250)	29,090	9,342	76,998	87,585	23,736	(59,594)	(34,825)	18,314	25,775	35,718	(30,389)
Actual (YTD)	(98,776)	(71,064)	(136,903)	(62,308)	(79,272)	(267,820)	(354,029)	(359,604)	(336,426)	(307,929)	(331,302)	(408,274)



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

Memo

To: Honorable Chairman and Trustees
Midwest City Municipal Authority

From: **R. Paul Streets, Assistant Public Works Director**

Date: July 25th 2017

Subject: Discussion and consideration of declaring a Quantitray Sealer 2X, model number 89-10894-04, serial number 10-350-06867 from the Stormwater Quality Department, surplus property and authorizing its disposal by trade-in on a new replacement from IDEXX Laboratories.

The equipment listed below has been removed from service due to its age and has \$1,800.00 in value as a trade-in on a new Quantitray Sealer that will be purchased from IDEXX Laboratories. There are no other operational applications available within the City.

- (1) One (1) Quantitray Sealer 2X, Model # 89-10894-04, Serial # 10-350-06867

Staff recommends approval.

R. Paul Streets
Assistant Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL
AUTHORITY AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

July 25, 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. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees of the Memorial Hospital Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the July 11, 2017 staff briefing and regular meeting, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of passing and approving a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; and amending the budget for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budget as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017. (Finance - C. Barron)
3. Discussion and consideration of approving the First Amendment to the Sooner Rose Phase II Development Financing Assistance Agreement with Sooner Investment Group, Inc. (Economic Development - R. Coleman)
4. Discussion and consideration of approving the First Amendment to the Sooner Rose Phase II Development Financing Assistance Agreement with Warren Theatre Inc. (Economic Development - R. Coleman)
5. Discussion and consideration of approving the Storm Water Drainage and Utility Easement Agreement between Sooner Rose-A LLC, Sooner Rose LLC, SR-HL LLC, SR2 Dev LLC, Platinum Hospitality LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement. (City Attorney - P. Anderson)
6. Discussion and consideration of approving the Reciprocal Driveways and Pylon Sign Easement Agreement between SR2 DEV LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement. (City Attorney - P. Anderson)
7. Discussion and consideration of authorizing Staff to seek an amendment to PlanOKC for City-owned property in the Northwest Quarter of Section 13, Township 11 North, Range 02 West (a/k/a 9200 - 9400 SE 29th Street). (Economic Development - R. Coleman)

C. DISCUSSION ITEM.

1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. ADJOURNMENT.



CONSENT AGENDA



Notice of regular meetings for staff briefings for the Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

July 11, 2017 – 6:00 p.m.

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 6:26 p.m. with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, 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 July 11, 2017. The Trustees had no questions or comments for the staff.

Chairman Dukes closed the meeting at 6:27 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of regular Midwest City Memorial Hospital Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY MEETING**

July 11, 2017 - 7:02 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 9:20 p.m. with the following members present: *Trustees Susan Eads, Pat Byrne, Rick Dawkins, Christine Allen, Sean Reed and Jeff Moore; and Secretary Sara Hancock. Absent: None.

Consent Agenda. Dawkins made a motion to approve the consent agenda, as submitted, seconded by Reed.

1. Discussion and consideration of approving the minutes of the special June 23, 2017 meeting.
2. Discussion and consideration of approving the minutes of the June 27, 2017 staff briefing and regular meeting, as submitted.
3. Discussion and consideration of supplemental budget adjustments to the Hospital Authority Fund for FY 2017-2018, decrease: Hospital Authority Fund, expenses/Hospital Authority (90) \$422,677.

Voting aye: Byrne, Dawkins, Sean, Allen, Jeff and Chairman Dukes. Nay: none. Absent: Eads. Motion carried.

Discussion Items.

1. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)** No action taken.

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

*Eads arrived to meeting at 9:21 pm.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 9:21 p.m.

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
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Christy Barron, Finance Director

DATE: July 25, 2017

SUBJECT: Discussion and consideration of passing and approving a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; and amending the budget for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budget as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017.

Staff recommends that the resolution be adopted with the amount provided.

Christy Barron
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. HA 2017-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2017 TO BE MADE AVAILABLE FOR FISCAL YEAR 2017-2018; AND AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2016-2017 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2017, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2017.

WHEREAS, it is the Hospital Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2017 as chargeable to the FY 2016-2017 budget, renew those same commitments effective July 1, 2017, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2017-2018 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Memorial Hospital Authority have determined it in the best interest of the Hospital Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2017, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2017, formerly charged against and payable from FY 2016-2017 budget, are hereby cancelled and renewed effective July 1, 2017, to be charged against and payable from additional FY 2017-2018 fiscal year budget amounts to be provided through budget amendments effective July 1, 2017.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2017, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2016-2017 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2017-2018 fiscal year effective July 1, 2017. The FY 2017-2018 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2017 and chargeable to and payable from FY 2017-2018 budget.

Discretionary/Misc (425-9050)	\$ 581,259
In Lieu of Taxes/ROR/Misc (425-9060)	\$ 8,334

PASSED AND APPROVED by the trustees of the Midwest City Memorial Hospital Authority this 25th day of July, 2017.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 25th day of July, 2017.

PHIL ANDERSON, City Attorney



Midwest City Memorial Hospital Authority

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

J. Guy Henson
General Manager/
Administrator

MEMORANDUM

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

TO: Honorable Chairman and Trustees
FROM: Robert Coleman, Director of Economic Development
DATE: July 25, 2017
SUBJECT: Discussion and consideration of approving the First Amendment to the Sooner Rose Phase II Development Financing Assistance Agreement with Sooner Investment Group, Inc.

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

At a special meeting held April 20, 2017, the City of Midwest City and Midwest City Hospital Authority (“Authority”) entered into development finance assistance agreements with Sooner Investment Group, Inc. (“SIG”) and Warren Theatres (“Warren”) to allow for the further development of the Sooner Rose Shopping Center on SE 15th Street.

The approvals were based on a site plan that featured one “big box” retailer along with a number of small shops and restaurants to be located near the northern edge of the development. As part of the agreement, The Authority was to contribute a portion of its property located between 5700 – 5820 SE 12th Street.

SIG now has an opportunity to expand the center to accommodate a larger retail suite, but in doing so, will need an additional portion of the Authority property to expand the area to accommodate a truck turn around. The amount of property is necessary is estimated at 12, 632.4 sq. ft.² (.29 acres).

SIG is preparing to start major site work immediate after closing on the property, which will likely occur in early August. Warren will not close on its portion of the land until October. In the meantime, SIG is offering to begin dirt work and install driveway the stormsewer on behalf of Warren on the property it will eventually own. The cost of this work is estimated at \$278, 070.22.

Approval of the attached 1st Amendment will allow for the contribution of the additional .29 acres to SIG for the project. It will also authorize SIG to begin improvements to future Warren property, which will be paid directly by the Authority. The \$278,070.22 paid to SIG will be deducted from the \$5 million development financing contribution originally promised to Warren.

Staff recommends approval.

Robert Coleman, Director of Economic Development

Attachments

STATE OF OKLAHOMA

SOONER ROSE PHASE II – RETAIL
FIRST AMENDMENT TO DEVELOPMENT
FINANCING ASSISTANCE AGREEMENT

COUNTY OF OKLAHOMA

THIS SOONER ROSE PHASE II – RETAIL FIRST AMENDMENT TO DEVELOPMENT FINANCING ASSISTANCE AGREEMENT (this “Amendment”) is entered into as of the ___ day of July, 2017 (the “Effective Date”), by and between the Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”), and Sooner Investment Group, Inc., an Oklahoma corporation (“Sooner”).

RECITALS

WHEREAS, the Authority and Sooner entered into that certain Sooner Rose II – Retail Development Financing Assistance Agreement, dated April 24, 2017 (the “Retail DFAA”), associated with the redevelopment and gentrification of an approximate 14.5-acre parcel of property located immediately adjacent to the Sooner Rose Shopping Center located at the intersection of Southeast 15th Street and South Sooner Road, defined as the “Property” in the Retail DFAA; and

WHEREAS, the Authority and Sooner desire to amend the Retail 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 Amendment shall have the same meaning as provided in the Retail DFAA unless otherwise expressly provided in this Amendment.
3. **Phase II Retail Development Program and Hospital Authority Property.** Subsequent to entering into the Retail DFAA, the parties hereto have agreed to revise the Phase II Retail Development Program on the Property to accommodate an additional retail building on the Property than originally proposed. Therefore, without limiting Sooner’s right to make adjustments to the Phase II Retail Development as set forth in Section 2.3 of the Retail DFAA, the parties hereby agree:
 - a. Exhibit A-2 of the Retail DFAA, further defining the term “Hospital Authority Property,” shall be amended and restated in its entirety by Exhibit A, attached to this Amendment and incorporated by this reference; and
 - b. Exhibit B of the Retail DFAA, further defining the term “Phase II Retail Development,” shall be amended and restated in its entirety by Exhibit B, attached to this Amendment and incorporated by this reference, as to the development program to be constructed on the Property.
4. **Sooner’s Obligations.** In addition to Sooner’s obligations set forth in Section 3 of the Retail DFAA, Sooner shall undertake the following additional obligations as set forth in this Section. Following the Closing Date, Sooner shall undertake the obligations set forth in this Section at its sole cost and expense except as otherwise expressly noted herein.
 - a. Sooner shall design, permit, construct and install the underground stormwater piping connecting the underground stormwater management system on the Authority Property to the underground stormwater management system located on the Sooner Rose Shopping Center, which connection shall cross the Property, all as identified on Exhibit C,

attached hereto and incorporated by this reference, as the “Warren Storm Pipe Crossing SR2” (the “Stormwater Pipe”). Sooner shall construct the Stormwater Pipe pursuant to the specifications set forth in the Sitework Development Plans for Sooner Rose Addition Phase II, prepared by SMC Consulting Engineers, P.C., and approved for construction by the City of Midwest City, Oklahoma.

- b. Sooner shall construct that portion of the “Center Drive Improvements” located on the Authority Property and identified on Exhibit D, attached hereto and incorporated by this reference (the “Driveway Improvements”). Sooner shall construct the Driveway Improvements pursuant to the specifications set forth in the Sitework Development Plans for Sooner Rose Addition Phase II, prepared by SMC Consulting Engineers, P.C., and approved for construction by the City of Midwest City, Oklahoma. The Stormwater Pipe and Driveway Improvements shall be collectively referred to herein as the “Infrastructure Improvements.”
5. **Authority’s Obligations.** In addition to the Authority’s obligations set forth in Section 4 of the Retail DFAA, the Authority shall pay for all actual costs and expenses incurred by Sooner associated with the construction of the Infrastructure Improvements as set forth in this Section (the “Infrastructure Contribution”).
- a. The parties hereto estimate that the costs of the Infrastructure Improvements shall be as set forth below:

Stormwater Pipe Total Cost Estimate	\$127,449.17
Construction Cost	\$120,804.90
Construction Management Fee	\$3,020.12
Development Fee	\$3,624.15
Driveway Improvements Total Cost Estimate	\$150,621.05
Construction Cost	\$142,768.79
Construction Management Fee	\$3,569.20
Development Fee	\$4,283.06

- b. In the event the actual costs of the Infrastructure Improvements shall be less than the estimates provided above, the Authority’s obligation to pay for the Infrastructure Improvements shall be only the costs actually incurred by Sooner. In the event the actual costs of the Infrastructure Improvements exceed the estimates provided above, the Authority shall nevertheless be obligated to pay the actual costs incurred regardless of the estimates provided above.
 - c. Not more than twice per month, Sooner shall submit written invoices for costs associated with the Infrastructure Improvements to the Authority (each, an “Infrastructure Contribution Request”) identifying the activities associated with the Infrastructure Improvements and the costs incurred associated therewith. The Authority shall pay the Infrastructure Contribution to Sooner or directly to the payee as identified in the Infrastructure Contribution Request, in the amount set forth in the Infrastructure Contribution Request, within fourteen (14) days of receipt of the Infrastructure Contribution Request.
6. **Closing Date.** The Closing Date as set forth in Section 5.2 of the Retail DFAA shall be amended to occur not later than October 29, 2017.
7. **Assignment.** The parties hereto acknowledge Sooner’s right to assign its rights, title and interest in the Retail DFAA to another entity pursuant to the terms set forth in Section 6 of the Retail DFAA.

Therefore, the parties hereto acknowledge and agree that Sooner's rights and interest in this Amendment may be likewise assigned to another entity pursuant to the terms of Section 6 of the Retail DFAA.

8. **No Further Amendments.** Except as otherwise provided herein, the Retail 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 Sooner on the Effective Date.

SOONER INVESTMENT GROUP, INC., an
Oklahoma corporation

Robert Stearns, President

EXHIBIT A

RETAIL DFAA AMENDMENT

LEGAL DESCRIPTION

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

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 01°20'38" West, along the west line of said Southwest Quarter, a distance of 1,320.00 feet to 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 518.62 feet (518.50 feet record) to the POINT OF BEGINNING;

THENCE continuing North 89°24'49" East, along said centerline of Southeast 12th Street and parallel with the south line of said Southwest Quarter, a distance of 572.85 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 250.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 130.63 feet;

THENCE South 33°04'19" West a distance of 94.06 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 389.05 feet to the southeast corner of a tract of land described in WARRANTY DEED recorded in Book 10163, Page 1030, said point being 518.62 feet North 89°24'49" East of the west line of said Southwest Quarter;

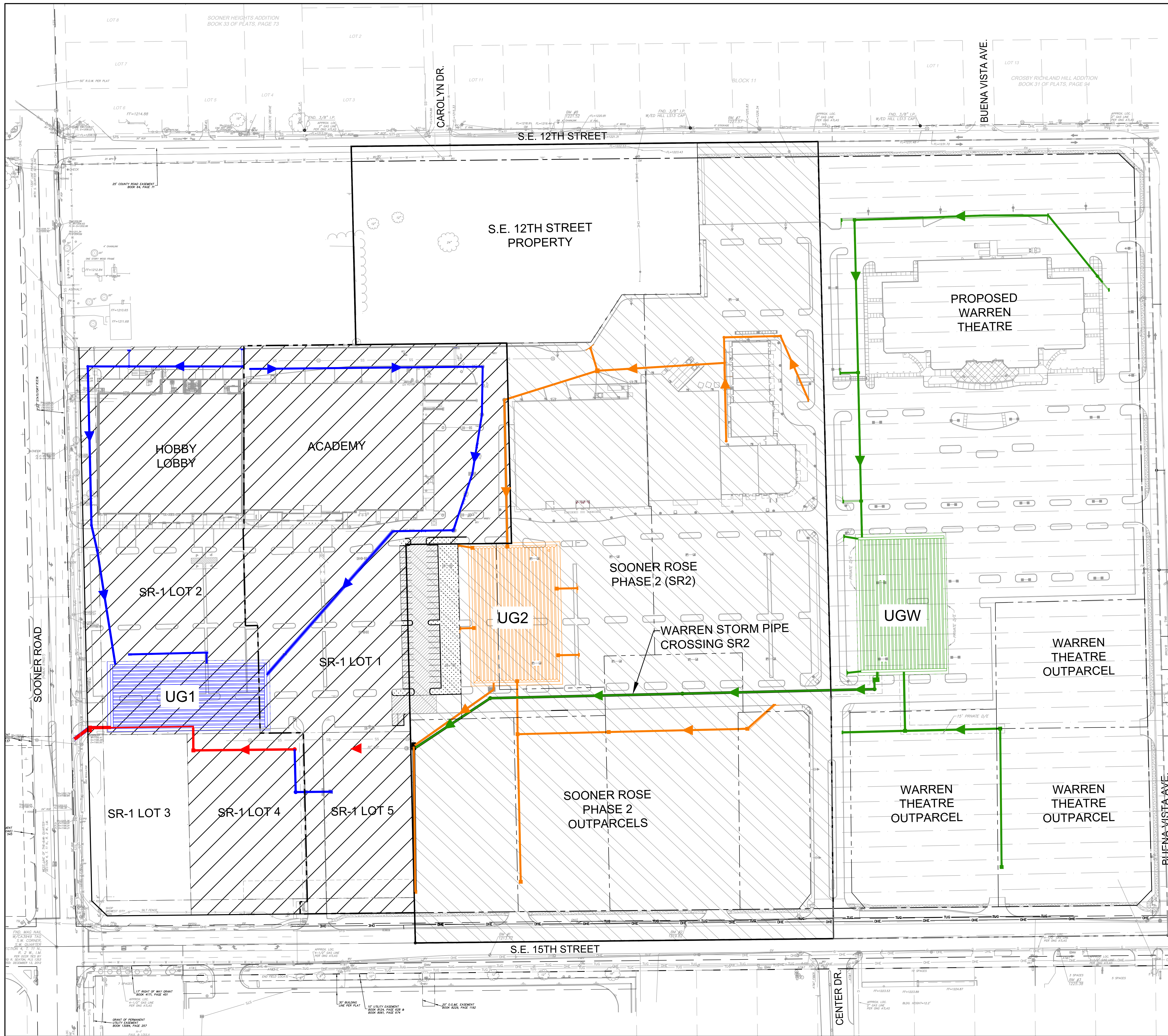
THENCE North 01°20'38" West, along the east line of said tract of land and said line extended, said line parallel with the west line of said Southwest Quarter, a distance of 328.30 feet to the POINT OF BEGINNING.

Said tract of land containing 175,740 square feet or 4.0344 acres more or less.

The foregoing description being all lands described in the WARRANTY DEED recorded in Book 8230, Page 900, and the remainder lands of WARRANTY DEED recorded in Book 7654, Page 1018, and WARRANTY DEED recorded in Book 7734, Page 1846.

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

Above Description prepared by Glen W. Smith dated June 20, 2017.



LEGEND

- SOONER ROSE PHASE 1 (SR1) AREA
- SOONER ROSE PHASE 2 (SR2) AREA
- WARREN THEATER (WARREN) AREA
- COMBINED FLOW FROM SR1, SR2 & WARREN TO CITY STORM DRAINAGE SYSTEM
- COMBINED FLOW FROM SR2 & WARREN TO SR1 STORM DRAINAGE SYSTEM
- STORM WATER FLOW FROM SR1 AREA
- STORM WATER FLOW FROM SR2 AREA
- STORM WATER FLOW FROM WARREN AREA
- UNDERGROUND DETENTION AREAS

© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED. THESE DOCUMENTS MAY NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.

SOONER INVESTMENT
 Commercial and Investment Real Estate
 230 West 1st Street, Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 944-0455 Fax: (405) 944-2986

EXHIBIT C

NOT VALID FOR CONSTRUCTION
PRELIMINARY
 NOT FOR CONSTRUCTION

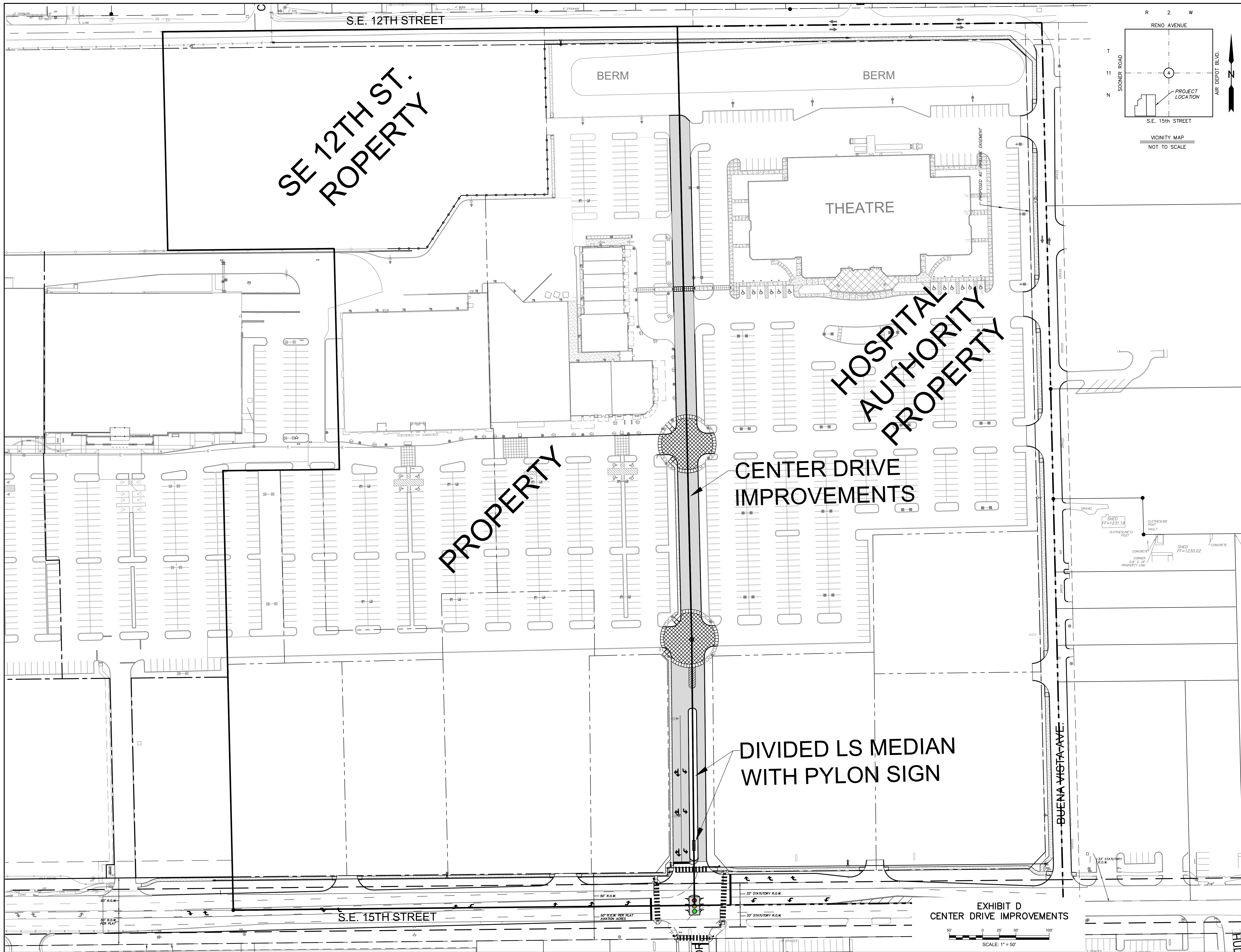
SOONER ROSE STORM WATER SYSTEMS
 SOONER ROAD & S.E. 15TH STREET
 MIDWEST CITY, OKLAHOMA

SMC Consulting Engineers, P.C.
 SMC Consulting Engineers, P.C.
 1000 North Lincoln Street, Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 232-7715 Fax: (405) 232-7899
 Website: www.smccoe.com

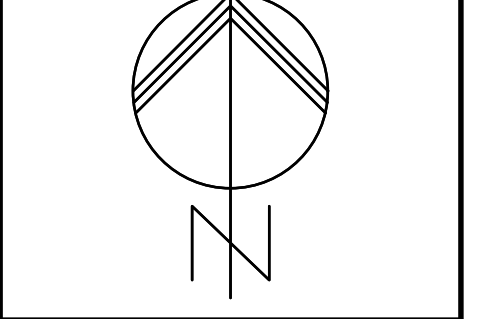
PROJECT NO: 6062.00
 DATE: 05/17/17
 SCALE: N.T.S.
 DRAWN BY: T.H.
 ENGINEER: TRENCE L. HAYNES
 P.E. NUMBER: 16820

SOONER ROSE STORM WATER SYSTEMS

SHEET NO.



© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED. THESE DOCUMENTS MAY NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.



SOONER INVESTMENT
 Commercial and Investment Real Estate
 2301 West 144th Street, Suite 100, Oklahoma City, OK 73112
 (405) 442-0456 Fax (405) 442-2368

EXHIBIT D

NOT VALID FOR CONSTRUCTION
**PRELIMINARY
 NOT FOR
 CONSTRUCTION**
 UNLESS SHOWN IN THIS BLOCK

SOONER ROSE PHASE II - RETAIL
SOONER ROAD & 15TH STREET
MIDWEST CITY, OKLAHOMA

SMC
 Consulting Engineers, P.C.
 1000 North Lincoln Street, Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 232-7715 Fax: (405) 232-7889
 Website: www.smccoe.com
 Oklahoma Certificate of Registration No. 044, Exp. 06/30/2017
 Ms. Robinson

PROJECT NO.: 6882.00
 DATE: 07/12/17
 SCALE: 1" = 50'
 DRAWN BY: TLH
 ENGINEER: THOMAS L. HAYNES
 P.E. NUMBER: 16820

**EXHIBIT D
 CENTER DRIVE
 IMPROVEMENTS**

SHEET NO.
1

1. ANY INFORMATION ON THIS SHEET IS UNLESS OTHERWISE NOTED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY APPROVALS.
 2. THESE DOCUMENTS ARE THE PROPERTY OF SMC CONSULTING ENGINEERS, P.C. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SMC CONSULTING ENGINEERS, P.C.



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207 - Fax (405) 739-1208
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
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Director of Economic Development

DATE: July 25, 2017

SUBJECT: Discussion and consideration of approving the First Amendment to the Sooner Rose Phase II Development Financing Assistance Agreement with Warren Theatre, Inc.

At a special meeting held April 20, 2017, the City of Midwest City and Midwest City Hospital Authority ("Authority") entered into a development finance assistance agreement with Warren Theatres ("Warren") to allow for the further development of the Sooner Rose Shopping Center on SE 15th Street.

Sooner Investment Group (SIG) is preparing to start major site work immediately after closing on the property, which will likely occur in early August. Warren will not close on its portion of the land until October. In the meantime, SIG is proposing to begin dirt work and install driveway and the stormsewer on behalf of Warren on the property it will eventually own. The cost of this work is estimated at \$278,070.22.

Approval of the attached 1st Amendment will authorize SIG to begin improvements to future Warren property, which will be paid directly by the Authority. The \$278,070.22 paid to SIG will be deducted from the \$5 million development financing contribution originally promised to Warren.

Staff recommends approval.

Robert Coleman, Director of Economic Development

Attachments

STATE OF OKLAHOMA

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

COUNTY OF OKLAHOMA

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

RECITALS

WHEREAS, the Authority, City and Warren entered into that certain Sooner Rose II – Theatre Development Financing Assistance Agreement, dated April 24, 2017 (the “Theatre DFAA”), associated with the redevelopment and gentrification of an approximate 16.6-acre parcel of property located immediately adjacent to the Sooner Rose Shopping Center located at the northwest quadrant of the intersection of Southeast 15th Street and Buena Vista Avenue, defined as the “Theatre Property” in the Theatre DFAA;

WHEREAS, pursuant to the Theatre DFAA, Warren intends to acquire the Theatre Property from the Authority to develop the Project, as defined in the Theatre DFAA; and

WHEREAS, the Authority and Sooner Investment Group, Inc. (“Sooner”) previously entered into a Sooner Rose II – Retail Development Financing Assistance Agreement, dated April 24, 2017, associated with the redevelopment and gentrification of the property immediately adjacent to the west of the Theatre Property and defined in the Theatre DFAA as the Sooner Rose II Property (the “Retail DFAA”);

WHEREAS, contemporaneous with this Amendment, the Authority and Sooner are entering into a Sooner Rose II – Retail First Amendment to Development Financing Assistance Agreement (the “First Amendment to Retail DFAA”) relating to, *inter alia*, Sooner’s construction of the Stormwater Pipe and Driveway Improvements (defined below) (the Retail DFAA and First Amendment to Retail DFAA shall be collectively referred to herein as the “Retail Agreement”); and

WHEREAS, pursuant to the Retail Agreement, contemporaneous with Sooner’s construction of the Phase II Retail Development (as defined in the Retail Agreement), Sooner and the Authority have agreed that Sooner shall design, permit, construct and install certain improvements as more particularly described in Section 3, below, that shall serve and benefit the Property, and that the Authority shall pay for all costs associated with such improvements;

WHEREAS, Warren, City and the Authority 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 Amendment shall have the same meaning as provided in the Theatre DFAA unless otherwise expressly provided in this Amendment.
3. **Infrastructure Improvements.** Pursuant to the Retail Agreement, the Authority and Sooner have agreed that Sooner, contemporaneous with the development of the Phase II – Retail Development, shall design, permit, construct and install the following improvements benefitting the Property (defined herein as the “Infrastructure Improvements”), and more particularly described as follows:
 - a. The underground stormwater piping connecting the underground stormwater management system on the Property to the underground stormwater management system located on the Sooner Rose Shopping Center located immediately adjacent to the west of the Sooner Rose II Property, which connection shall cross the Sooner Rose II Property, all as identified on Exhibit A, attached hereto and incorporated by this reference, as the “Warren Storm Pipe Crossing SR2” (the “Stormwater Pipe”). Sooner shall construct the Stormwater Pipe pursuant to the specifications set forth in the Sitework Development Plans for Sooner Rose Addition Phase II, prepared by SMC Consulting Engineers, P.C., and approved for construction by the City of Midwest City, Oklahoma.
 - b. The “Center Drive Improvements” located on the Property as more particularly identified on Exhibit B, attached hereto and incorporated by this reference (the “Driveway Improvements”). Sooner shall construct the Driveway Improvements pursuant to the specifications set forth in the Sitework Development Plans for Sooner Rose Addition Phase II, prepared by SMC Consulting Engineers, P.C., and approved for construction by the City of Midwest City, Oklahoma.
4. **Authority’s Obligations.** In addition to the Authority’s obligations set forth in Section 4 of the Theatre DFAA, the Authority shall pay for all costs associated with Sooner’s construction of the Property Improvements pursuant to the terms set forth in the Retail Agreement. The actual costs paid by the Authority associated with the Property Improvements shall be referred to herein as the “Infrastructure Contribution.” The Authority shall provide Warren proof of payment of the Infrastructure Contribution concurrently with payment of same to Sooner.
5. **Construction Contribution.** The Authority’s obligation to pay the Construction Contribution, as defined in Section 7 of the Theatre DFAA, shall be reduced in an amount equal to the amount of the Infrastructure Contribution actually paid by the Authority to Sooner pursuant to the terms of the Retail Agreement.
6. **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 Amendment as of the Effective Date.

Approved and agreed to by the Authority on the Effective Date.

ATTEST:

**MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY**, a public trust

_____, Secretary

_____, Chairman

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

_____, General Counsel

Approved and agreed to by Warren on the Effective Date.

MWC WARREN THEATRE, INC., a Kansas corporation

By: _____
William J. Warren, President

Approved and agreed to by the City on the Effective Date.

ATTEST:

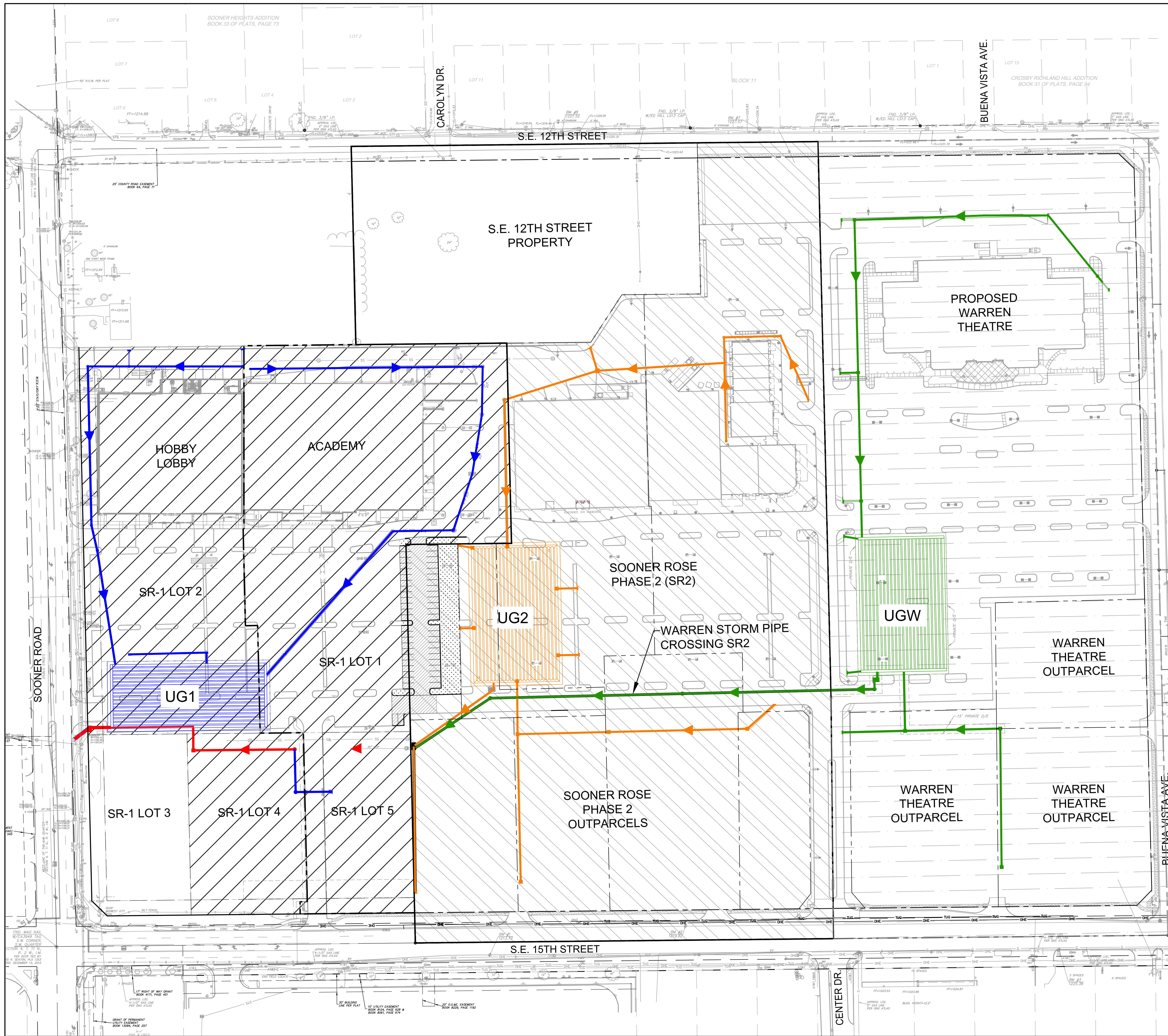
CITY OF MIDWEST CITY, OKLAHOMA, a municipal corporation of the State of Oklahoma

_____, City Clerk

_____, Mayor

Approved as to form and legality this ___ day of _____, 2017.

_____, City Attorney



LEGEND

- SOONER ROSE PHASE 1 (SR1) AREA
- SOONER ROSE PHASE 2 (SR2) AREA
- WARREN THEATER (WARREN) AREA
- COMBINED FLOW FROM SR1, SR2 & WARREN TO CITY STORM DRAINAGE SYSTEM
- COMBINED FLOW FROM SR2 & WARREN TO SR1 STORM DRAINAGE SYSTEM
- STORM WATER FLOW FROM SR1 AREA
- STORM WATER FLOW FROM SR2 AREA
- STORM WATER FLOW FROM WARREN AREA
- UG UNDERGROUND DETENTION AREAS

© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED. THESE DOCUMENTS MAY NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.

SOONER INVESTMENT
 Commercial and Investment Real Estate
 230 West 1st Street, Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 942-0455 Fax: (405) 942-2986

EXHIBIT A

NOT VALID FOR CONSTRUCTION
PRELIMINARY
 NOT FOR CONSTRUCTION

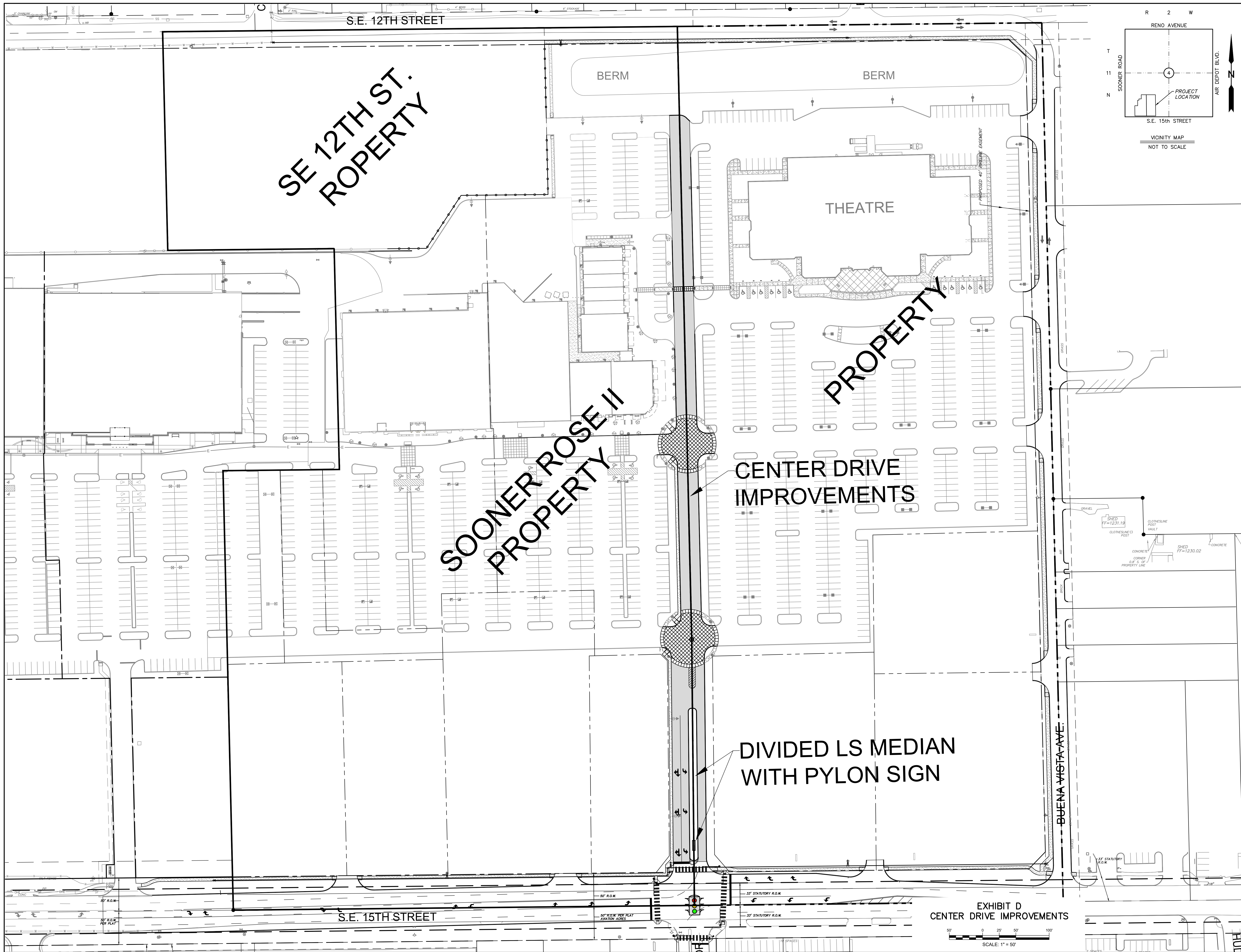
SOONER ROSE STORM WATER SYSTEMS
 SOONER ROAD & S.E. 15TH STREET
 MIDWEST CITY, OKLAHOMA

SMC Consulting Engineers, P.C.
 SMC Consulting Engineers, P.C.
 1000 North Lincoln Street, Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 232-7715 Fax: (405) 232-7899
 Website: www.smccoe.com

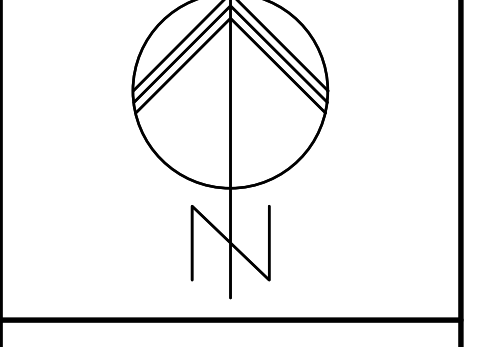
PROJECT NO.: 6062.00
 DATE: 05/17/17
 SCALE: N.T.S.
 DRAWN BY: T.H.
 ENGINEER: TRENCE L. HAYNES
 P.E. NUMBER: 16820

SOONER ROSE STORM WATER SYSTEMS

SHEET NO.



© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED. THESE DOCUMENTS MAY NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.



SOONER INVESTMENT
 Commercial and Investment Real Estate
 2301 West 144th Street, Suite 100, Oklahoma City, OK 73112
 (405) 942-0456 Fax (405) 942-2368

EXHIBIT B

SOONER ROSE PHASE II - RETAIL
SOONER ROAD & 15TH STREET
MIDWEST CITY, OKLAHOMA

NOT VALID FOR CONSTRUCTION
PRELIMINARY
NOT FOR CONSTRUCTION
 UNLESS SHOWN IN THIS BLOCK

SMC
 SMC Consulting Engineers, P.C.
 1000 North Lincoln Street, Suite 100, Oklahoma City, OK 73102
 Phone: (405) 232-7715 Fax: (405) 232-7889
 Oklahoma Certificate of Registration No. 044, Exp. 06/30/2017
 Ms. Robinson

PROJECT NO.: 6882.00
 DATE: 07/12/17
 SCALE: 1" = 50'
 DRAWN BY: TLH
 ENGINEER: TRENKLE L. HAYNES
 P.E. NUMBER: 16820

EXHIBIT D
CENTER DRIVE IMPROVEMENTS
 SHEET NO. 1

1. ANY INFORMATION CONTAINED HEREIN IS THE PROPERTY OF SMC CONSULTING ENGINEERS, P.C. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207 - Fax (405) 739-1208
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
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees


FROM: Philip W. Anderson, Counsel for the Authority

DATE: July 25, 2017

SUBJECT: Discussion and consideration of approving the Storm Water Drainage and Utility Easement Agreement between Sooner Rose-A LLC, Sooner Rose LLC, SR-HL LLC, SR2 Dev LLC, Platinum Hospitality LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement.

By way of this Agreement, the Parties dedicate, grant and convey, for the use and benefit of each Owner and each such Owner's Tract, an easement in, to, over, under and across the Parties' respective Tracts for the installation, operation, maintenance, repair, replacements, removal and relocation of underground storm drainage lines, sanitary sewer pipes, water lines ("Utility Lines") to serve the facilities located on the Parties' Tracts, in the locations as more particularly shown on the Site Plan and as more particularly described in Section 3.1 of the attached Agreement

Staff recommends approval.


Philip W. Anderson, Authority Counsel

Attachments

STORM WATER DRAINAGE and UTILITY EASEMENT AGREEMENT

THIS STORM WATER DRAINAGE and UTILITY EASEMENT AGREEMENT (this “Agreement”) is entered into as of this ____ day of _____ 2017, (the “Effective Date”) by and between Sooner Rose-A LLC., an Oklahoma limited liability company, (“SR-A”), Sooner Rose LLC, an Oklahoma limited liability company (“Rose”) and SR-HL LLC, an Oklahoma limited liability company, (“SR-HL”), SR2 DEV LLC, an Oklahoma limited liability company (“SR2”), Platinum Hospitality LLC, an Oklahoma limited liability company, (“Fuse”), and Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”). Collectively, SR-A, Rose, SR-HL, SR2, Fuse and Authority shall be referred to herein as the “Parties”.

I. RECITALS

1.1 SR-A is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “SR-A Tract”).

1.2 Rose is the owner of two tracts of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Rose Tracts”).

1.3 SR2 is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “SR2 Tract”).

1.4 Fuse is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Fuse Tract”).

1.5 Authority is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Authority Tract”).

1.6 SR-HL is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “SR-HL Tract”).

1.7 SR-A, Rose, SR-HL, SR2, Fuse and Authority Tracts are represented on the site plan of the development area, attached hereto as Exhibit B to this Agreement (the “Site Plan”).

1.8 The SR-A Tract is subject to that certain Lease Agreement between Academy Ltd., a Texas limited partnership, and Sooner Rose LLC, dated March 22, 2016 (the “Academy Lease”).

1.9 The SR-HL Tract is subject to that certain Lease Agreement between Sooner Rose, LLC and Hobby Lobby Stores, Inc., dated March 4, 2016, (the “HL Lease”).

1.10 The SR-HL Tract, and the SR-A Tract are fully developed with paving, buildings, utility lines and storm water drainage infrastructure, except for a portion of the SR-A Tract depicted as “Future Parking”, all as shown on the Site Plan.

1.11 The Rose Tracts are vacant land parcels, which tracts have utility lines and storm water drainage infrastructure installed, as shown on the Site Plan.

1.12 The Rose, SR-HL and SR-A Tracts are part of a platted development under documentation of the Final Plat of Sooner Rose Addition, an addition to the City of Midwest City, Oklahoma County, Oklahoma, filed of record in the land records of Oklahoma County, Oklahoma at Book PL75, Pages12-13 (the "SR1 Plat").

1.13 Sooner Investment Group, Inc. ("SIG"), the Authority, and the City have entered into a certain Development Finance Assistance Agreement, dated April 21, 2017, for the purpose of developing the SR2 Tract with mixed retail and restaurant uses, and outparcels uses, which will require installation of utility lines, and storm water drainage infrastructure proposed as shown on the Site Plan. SR2 is the successor-in-interest to Sooner Investment Group, Inc.'s rights and interests in the Development Finance Assistance Agreement. SIG has concurrently herewith assigned all rights and obligations of SIG pursuant to such agreement to SR2.

1.14 SR2 and Fuse have concurrently herewith entered into a commercial site development agreement which will require installation of utility lines, and storm water drainage infrastructure proposed as shown on the Site Plan.

1.15 The Parties wish to grant, declare and impose non-exclusive, reciprocal perpetual easements and rights to provide ingress and egress in, upon, over and across certain portions of the Parties' Tracts as more particularly described herein for the purposes of providing efficient drainage of storm water over, under, across and throughout the Parties' Tracts.

1.16 In consideration of the matters set forth above, the Parties have agreed to impose on the Parties' Tracts certain restrictions and obligations set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the easements, covenants, restrictions and encumbrances contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Parties hereby agrees as follows:

II. DEFINITIONS

2.1 "Agreed Rate" means the lesser of (i) the maximum rate allowed by law and (ii) four percent (4%) above the prime interest rate then published in the Wall Street Journal.

2.2 "Legal Requirements" means all laws, codes, ordinances and governmental regulations, as applicable at any time.

2.3 "Owner" means an owner of any portion of the Parties' Tracts, which owner holds record title to any portion of the Parties' Tracts. Any person or entity obtaining title to a tract subject to this Agreement shall also be deemed an Owner. Those having such interest merely as security for the performance of an obligation are not included as Owners.

III. GRANT OF EASEMENTS

3.1 Utility Line Easements. The Parties hereby dedicate, grant and convey, for the use and benefit of each Owner and each such Owner's Tract, an easement in, to, over, under and across the Parties' respective Tracts for the installation, operation, maintenance, repair, replacements, removal and relocation of underground storm drainage lines, sanitary sewer pipes, water lines ("Utility Lines") to serve the facilities located on the Parties' Tracts, in the locations as more particularly shown on the Site Plan and as more particularly described in this Section 3.1.

(a) Water Lines and Sanitary Sewer Lines. In the locations depicted on Exhibit B-1, and legally described in attached Exhibit C, and as specifically referenced hereinafter in such depiction, SR2 shall be responsible to install underground the following in easement areas to be dedicated to the public, at the sole cost and expense of SR2: (1) extend existing potable water supply from the SR-A Tract, through the SR2 Tract through depicted easement areas "WL1", "WL2" and "WL3", to provide the Authority Tract and SR2 Tract with direct tap on access thereto; and (2) sanitary sewer lines from Authority Tract, through the SR2 Tract as to depicted easement area "SS1" to provide the Authority Tract and the SR2 Tract with sanitary sewer drainage through the SR2 Tract into drainage structures already completed and publicly dedicated pursuant to SR1 Plat; and, from the Authority Tract, through the SR2 Tract and Fuse Tract of the Rose Tract through depicted easement area "SS2" and "SS3", to provide Authority Tract, SR2 Tract, and Fuse Tract, with sanitary sewer drainage from the Authority Tract through SR2 and Fuse Tract to connect to existing sanitary sewer drainage lines publicly dedicated by the SR1 Plat. In the SS3 location on the Fuse Tract, Fuse grants to SR2 and the Authority a permanent easement to construct and maintain sanitary sewage drain line. Reciprocally SR2 grants Fuse a permanent easement to construct and maintain sanitary sewer drain line depicted as SS2 lying west of the Fuse Tract. In the location on the Authority Tract as depicted on Exhibit B-1 as "UE1" and legally described in Exhibit C, Authority grants to SR2 the right to construct and install wiring and conduit for Utility Lines and/or conduit only, and for installing electrical services, cable television and data, telephone lines to provide such services to the SR2 Tract. Notwithstanding the foregoing, Authority shall have the assignable right of a construction easement to install paving structures only over such easement areas pertaining to said Utility Lines, and to construct said Utility Lines in the event that SR2 fails to complete such installations on or before one hundred eighty (180) days after the Effective Date. In addition, Authority grants to SR2 Tract a construction easement only for the purposes of extending stub outs for future use of Authority; as to the depicted on Exhibit B-1, (i) "UE2" and "UE3" for the water line; (ii) "UE2" and "UE4" for sanitary sewer line, and (iii) "UE2" and "UE4" for general wired utility services. In the event that Authority is ready to pave over any sections of UE1, UE2, UE3, or UE4 area, and if SR2 has not already installed the conduit necessary for use by SR2 development, Authority may only proceed with such paving installations after providing SR2 written notice ten (10) business days prior to the start thereof, and afford such period therein for SR2 to complete the laying of all needed conduit and service piping. Notwithstanding the identity of the performer of such Utility Work hereinbefore described, upon completion thereof, SR-A, SR2 and Authority, and Fuse as owners of Tracts respectively burdened by such afore described easements, as applicable to specific sections of such Utility Lines, shall execute all necessary documentation for the acceptance by the City of Midwest City, Oklahoma, of the dedication of each of the easement areas and line installations therein to the public. If such Utility Work is completed by party other than SR2, SR2 shall promptly reimburse the completing parties to the full extent of such costs each completing party.

(b) Private Storm Water Drainage Lines.

(1) SR-A grants to SR2 an easement in perpetuity, and exclusively, for the purposes of installing, maintaining and repairing as needed a storm water drainage line connecting through the SR-A Tract to the

underground detention facility located on the SR2 Tract which line crosses through the SR-A Tract in the location depicted as “SD-1” on Exhibit B , and which is legally described in Exhibit C Additionally, SR-A grants to SR2 an easement in perpetuity for the purpose of installing, maintaining and repairing as needed an underground storm water drainage line connecting the underground water detention facility on the SR2 Tract across the SR-A Tract in the location depicted as “SD-2” on Exhibit B, and which is legally described, respectively, in Exhibit C, which will provide storm water flow continuation through SR2 Tract to the junction box connecting to the private storm water drainage system already existing in the location as depicted on the SR1 Plat, the use of which shall be governed by the terms of Section 3.2 herein.

(2) SR-A, SR2 and Fuse hereby grant to Authority, and successors in interest, an easement in perpetuity, and exclusively, for the purposes of maintaining and repairing as needed a storm water drainage line connecting an underground detention facility on Authority Tract across underground through SR2 Tract, Fuse Tract and SR-A Tract to connect to the junction box on the SR2 Tract which connects to the private storm water drainage system already existing in the location as depicted on the SR1 Plat, the use of which shall be governed by the terms of Section 3.2 herein, and which line shall be installed in the location depicted (and respectively burdening Tracts) as “SD2” (SR-A) , “SD-3” (SR2), “SD4”(SR2) and “SD5”(Fuse) on Exhibit B-2 attached hereto, and which is legally described in Exhibit C attached hereto. Authority shall be responsible for all the costs and expense of operation and maintenance of this foregoing described storm drainage line, however. SR2 shall construct all such storm drainage line on behalf of Authority pursuant to a separate agreement.

(3) Fuse grants to SR2 a non- exclusive easement crossing the Fuse Tract to construct, and maintain a storm drain line providing storm water drain conduit from SR2 Tract east of Fuse Tract through Fuse Tract to detention area “UG2”, located as depicted “SD6” on Exhibit B-2. SR2 and Fuse shall jointly in common be entitled to use such line for storm drainage off the Fuse Tract. SR2 shall construct such line in accordance with the terms of a separate agreement.

(4) SR2 grants to Fuse a permanent easement to construct and maintain a storm water drainage line connecting to “SD6” to UG2, located as depicted “SD7” on Exhibit B-2, provided however, SR2 shall construct such line in accordance with the terms of a separate agreement.

(5) For the future benefit of future Owners within the SR2 Tract, SR2 shall also construct additional storm drain lines located north and east of SD1, south of SD3, south of SD7, and east of SD6, as part of the construction of all hereinbefore legally described storm drain lines that are required among the Parties to this Agreement, the locations of which through exact legal descriptions shall be formalized as part of the finalization of the plat of the SR2, Fuse and Authority Tracts, once all infrastructure improvements relevant to providing the ability to construct and use buildings suitable for occupancy are completed, and which shall be governed by the provisions of Section 3.2 herein.

3.2 Storm Water Detention System. Each of the Owners of a drain field of lower elevation than another Owner grants and conveys other Owners of drain fields of higher elevation an easement for the construction, operation, maintenance and repair of the underground storm water system underground detention facilities which are located on the Tracts as more particularly shown on the Site Plan, and the SR1 Plat to keep all storm water drainage directed through the underground detention facilities designed for such tracts. Such maintenance shall include, without limitation, repairing and replacing paving; keeping storm water detention and drainage channels thereon and therein clear of debris and other obstructions to normal storm water flow, subject to allocation of responsibilities as herein set forth. Each Owner of a tract

containing a detention facility shall be responsible for all the costs of maintaining and repairing and cleaning such facility on such Owner's Tract, except as may lawfully assigned by separate agreements by multiple tract Owners having a common detention facility. Any storm water drain line lying within the Tract of an Owner not benefitted by such line shall be maintained solely at the responsibility and cost of the Owner whose Tract is thereby benefitted.

3.3 Defaulting Owner; Self-Help. If the Owner of any Tract subject to this Agreement shall fail to meet its maintenance obligations (a "Defaulting Owner"), or to otherwise fail to maintain the storm water detention system on its Tract in good condition and in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of applicable governmental authorities, any other Owner shall have the right, but not the obligation, to enter the Defaulting Owner's Tract following thirty (30) days' prior written notice to the Defaulting Owner and perform such maintenance, the reasonable, out-of-pocket cost of which shall be reimbursed by the Defaulting Owner. Any such unpaid amounts, together with interest thereon at the Agreed Rate and the costs of collection (if any), shall be charged as a continuing lien against the Defaulting Owner's Tract. The lien provided in this Agreement shall be subordinated to the lien of any bona fide security interest or device (including but not limited to any mortgage, deed of trust or any sale and leaseback arrangement) obtained by the Defaulting Owner for the purposes of the acquisition or improvement of its portion of the Shopping Center (or a refinancing thereof); provided, however, that such subordination shall apply only to amounts which have become due and payable to the other Owner(s) prior to a sale or transfer of such land pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve any portion of the Shopping Center from the lien for any amounts thereafter becoming due. Any Owner of any Tract affected by this Agreement who exercises self-help rights granted herein to such Owner to enter upon the land of another Owner affected by this Agreement shall: (i) comply with all laws and regulations promulgated by all governmental entities governing the completion of any work to be performed by such Owner; (ii) maintain at its sole expense, during the period all incursive activities, insurance coverage in which the burdened land Owner is carried as an additional insured, which during the term of coverage consists of commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, per occurrence; (iii) complete all Utility Work using proper techniques and materials to be considered workmen-like and free of mechanics and materialmens liens; and (iv) assign any construction warranties to the burdened land Owner.

3.4 Liability Limitation. No Owner shall be liable to the other Owner or its tenants for any inconvenience, annoyance, disturbance, or loss of business to the other or its tenants arising out of and during the performance of any construction or repair work permitted hereunder (unless occasioned by the negligence of any Owner). All Owners shall make all reasonable efforts to keep any such inconvenience, annoyance, disturbance, or loss of business to the minimum reasonably required by the work in question, and shall conduct any work permitted hereunder during non-business hours whenever possible.

3.5 Eminent Domain. In the event the whole or any part of any Tract shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Tract so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Tract which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land and any improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce

the award allocable to the Tract taken. In the event of a partial Taking, the Owner of the portion of the Tract so taken shall restore the improvements located on the Common Areas of the Tract as nearly as possible to the condition existing prior to the Taking to the extent necessary to avoid interference with the remaining Common Areas of the Shopping Center without contribution from any other Owner, and repair or raze any affected buildings, and any portion of any condemnation award necessary therefor shall be held in trust and applied for such purpose.

IV. GENERAL PROVISIONS

4.1 No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of any Tract other than the easements, covenants and restrictions specifically set forth herein. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

4.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the party to whom notice is given; (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified; or (c) one (1) business day after being deposited with a nationally recognized overnight courier. Any party may change its address for notices by giving five (5) days' advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses are:

<p><u>If to Sooner-A:</u> Sooner Rose-A LLC. c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p>	
<p><u>If to Authority:</u> Midwest City Memorial Hospital Authority 100 North Midwest Blvd, Midwest City, Oklahoma, 73110</p>	<p>With copies to:</p>
<p><u>If to SR-HL</u> SR-HL LLC c/o Sooner Investment Realty, Inc.. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p><u>If to Rose</u> Sooner Rose LLC</p>	

<p>c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p><u>If to SR2</u> <u>SR2 DEV LLC</u> c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p>If to Fuse</p> <hr/> <p><u>If to Fuse</u> <u>Platinum Hospitality LLC</u> c/o <u>Bing Lu</u> 17721 Ptarmigan Lane, Edmond, OK73012 Fax _____ Tel 405.361.2589</p>	
---	--

4.3 Breach. In the event of a breach or threatened breach of this Agreement, only the Owners shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach (or to otherwise avail themselves of the other remedies contained in this Agreement). The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed. It is expressly agreed that no breach of this Agreement will entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Agreement. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement will not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, but such term, condition, covenant, or restriction will be binding on and effective against any of the Owners whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

4.5 Covenants Running with the Land. The easements hereby created do not constitute a conveyance of fee title, but establishes easements, rights, and obligations which constitute covenants running with the land and the title to the Tracts; whether such Tracts are owned by subsequent Owner or Owners, and whether such Tracts are owned by the same Owner or different Owners. If the Tracts are ever owned by the same person(s), the easements contained in this Agreement shall not merge into the fee simple title of the Owner(s).

4.6 Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

4.7 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes. Notwithstanding anything to the contrary in this Agreement, upon an Owner's sale of all of its property comprising a part of the Shopping Center, such Owner shall be released from all unaccrued liabilities and other obligations arising under this Agreement from and after the effective date of such sale. Subject to the other provisions hereto, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

4.8 Usage. The singular number includes the plural and the masculine gender includes the feminine and neuter.

4.9 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Shopping Center by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

4.10 Estoppel Certificates. Any Owner or ground lessee of any portion of a Tract (or any mortgagee holding a first lien security interest in any portion of a Tract) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other Owner requesting such Owner to execute a certificate certifying that, to the best of such Owner's knowledge, (i) the Owner or ground lessee requesting such certificate is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status of the obligations under this Agreement as may be reasonably requested. An Owner shall execute and return such certificate within fifteen (15) days following its receipt of a request therefore.

4.11 Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.12 Duration, Modification and Cancellation. The covenants, conditions, and restrictions of this Agreement shall run with and bind the Shopping Center for a period of forty-one (41) years, after which time they shall extend for successive periods of ten (10) years each unless terminated by the Owners. This Agreement (including exhibits) may be modified or terminated or cancelled only by written agreement signed by all the Owners. Any construction easement which has been created by this Agreement shall be released by the holder thereof, upon request of the Owner whose Tract has been thereupon burdened, once the necessity for such easement has ended, which requests shall not be unreasonably delayed or withheld.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature Page Follows)

“SR-HL”

SR-HL LLC, an Oklahoma limited liability company

By its Manager, SOONER ROSE LLC.,
an Oklahoma limited liability company

By: _____
Name: Bob Stearns
Title: Manager
Date: _____

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, as manager on behalf SR-HL LLC, on behalf of said company.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____
[NOTARIAL SEAL]

“SR-A”

SOONER ROSE-A LLC, an Oklahoma limited liability company

By its Manager, SOONER ROSE LLC,
an Oklahoma limited liability company

By: _____
Name: Bob Stearns
Title: Manager
Date: _____

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, as manager on behalf SOONER ROSE-A LLC, on behalf of said company.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____
[NOTARIAL SEAL]

“SR2”

SR2 DEV LLC, an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

§

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Bob Stearns, as Manager of SR2 DEV LLC, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

“ROSE”

SOONER ROSE LLC, an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

FUSE: Platinum Hospitality LLC, an Oklahoma limited liability companu

By: _____
Name: Bing Lu
Title: Manager
Date: _____

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bing Lu, as Manager of Platinum Hospitality LLC, an Oklahoma limited liability company, on behalf of said company.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____
[NOTARIAL SEAL]

“AUTHORITY”

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

By _____

O CVVJ GY 'F 0F WMGU'KK Chairman

ATTEST:

UCTC"J CPEQEM Secretary

"

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by O cvj gy 'F 0F wngu'KK as Chairman of Midwest City Memorial Hospital Authority, a public trust on behalf of said trust.

"

My Commission Expires: _____

EXHIBIT A

**LEGAL DESCRIPTION OF SR-HL TRACT
LEGAL DESCRIPTION OF ROSE TRACTS**

LEGAL DESCRIPTION OF SR-A TRACT

LEGAL DESCRIPTION OF SR2 TRACT (w/o Fuse)

LEGAL DESCRIPTION OF FUSE TRACT

LEGAL DESCRIPTION OF AUTHORITY TRACT.

EXHIBIT B

– OVERALL SITE PLAN SR-A, SR-HL, ROSE, SR2, FUSE, AUTHORITY (Existing development storm drainage and utilities on SR1 area; proposed center driveway and Outparcel Service Driveway, proposed sanitary sewer, proposed water lines, proposed Storm Water System and Detention)

EXHIBIT B-1 – Water and Sanitary Sewer depictions for SR2, Fuse and Authority

EXHIBIT B-2 – Storm Water System overall, DEPICTING each easement section of legally described SD1-, SD2, SD3 SD4, SD5, SD6, SD7

EXHIBIT C

– Legal descriptions of each respective section of WL1-SS1, WL2, WL3, SS2, SS3

- Legal description of each respective section of SD1, SD2, SD3. SD4, SD5, SD6, SD7

-Legal Description of UE1, UE2, UE3, UE4, construction easements only

EXHIBIT A

LEGAL DESCRIPTION OF SR-A TRACT

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, and containing within its bounds a part of Lot One (1), in Block One (1), of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk and being more particularly described as follows:

BEGINNING at the northwest corner of said Lot One (1), said point being on the northerly line of said plat of SOONER ROSE ADDITION;

THENCE North 89°24'49" East, along the north line of said Lot One (1), and parallel with the south line of said Southwest Quarter, a distance of 435.22 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 331.70 feet to a point on a southerly line of said Lot One (1);

THENCE North 89°24'49" East, along said southerly line, and parallel with the south line of said Southwest Quarter, a distance of 89.06 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 289.80 feet;

THENCE South 88°39'22" West a distance of 85.60 feet to a point on the east line of said Lot One (1);

THENCE South 01°20'38" East, along said easterly line of Lot One (1) and parallel with the west line of said Southwest Quarter, a distance of 19.07 feet to a southeasterly corner of said Lot One (1);

THENCE South 89°24'49" West, along a southerly line of said Lot One (1) and parallel with the south line of said Southwest Quarter, a distance of 145.21 feet to a corner of said Lot One (1);

THENCE South 01°20'38" East, along the most southerly east line of said Lot One (1), a distance of 300.00 feet to a point 50.00 feet north of the south line of said Southwest Quarter also being the most southerly southeast corner of said Lot One (1);

THENCE South 89°24'49" West, along the south line of said Lot One (1) and parallel with said south line of the Southwest Quarter, a distance of 44.27 feet;

THENCE North 00°35'11" West, along the west line of said Lot One (1), a distance of 20.00 feet;

THENCE North 88°39'22" East, along a line of said Lot One (1), a distance of 12.00 feet;

THENCE North 01°20'38" West, along the west line of said Lot One (1) and parallel with the west line of said Southwest Quarter, a distance of 279.84 feet to a corner of said Lot One (1);

THENCE South 89°24'49" West, along a southerly line of said Lot One (1) and parallel with the south line of said Southwest Quarter, a distance of 71.48 feet to a southwesterly corner of said Lot One (1);

THENCE North 01°20'38" West, along the west line of said Lot One (1), a distance of 178.29 feet;

THENCE South 88°39'22" West, along a line of said Lot One (1), a distance of 20.22 feet;

THENCE North 01°20'38" West, along the west line of said Lot One (1), a distance of 160.36 feet

THENCE North 90°00'00" East, along a line of said Lot One (1) a distance of 1.24 feet;

THENCE North 00°00'00" East along the west line of said Lot One (1), a distance of 303.31 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION OF ROSE TRACTS

Tracts 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, and containing within its bounds all of Lots Four (4) and Five (5), in Block One (1), of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk.

LEGAL DESCRIPTION OF SR2 TRACT

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, and including within its bounds a part of Lot One (1) in Block One (1) of SOONER ROSE ADDITION, an addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk. and 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 593.83 feet to a point of intersection with the projected east line of Lot Five (5), in Block One (1) of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk, said point being the POINT OF BEGINNING;

THENCE North 01°20'38" West, along said projected line and the actual east line of said Lot Five (5) and Lot One (1) in Block One (1) of SOONER ROSE ADDITION, passing at a distance of 350.00 feet the northeast corner of said Lot 5, and continuing for a total distance of 369.07 feet;

THENCE North 88°39'22" East, perpendicular to the east line of said Lots 5 and 1, a distance of 85.59 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 289.80 feet to a point on a southerly line of Lot 1, in Block 1, SOONER ROSE ADDITION;

THENCE North 89°24'49" East, along said southerly line of said Lot 1, a distance of 89.06 feet;

THENCE North 01°20'38" West a distance of 331.70 feet to a point on the north line of said Lot 1;

THENCE North 89°24'49" East, passing at a distance of 80.00 feet the northeast corner of said Lot 1, Block 1, SOONER ROSE ADDITION, and continuing for a total distance of 139.18 feet;

THENCE North 33°04'19" East a distance of 94.06 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 130.63 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 250.00 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 200.00 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet;

THENCE South 00°35'11" East, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 692.36 feet to the POINT OF BEGINNING.

LESS AND ACCEPT FUSE TRACT

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 917.31 feet to the POINT OF BEGINNING:

THENCE North 01°20'38" West a distance of 471.84 feet;

THENCE North 88°39'22" East a distance of 229.16 feet;

THENCE South 00°35'11" East a distance of 98.51 feet;

THENCE South 88°39'22" west a distance of 8.21 feet;

THENCE South 00°35'11" East a distance of 376.22 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along the South line of said Southwest Quarter, a distance of 214.69 feet to the POINT OF BEGINNING.

The basis of bearings for the above legal descriptions 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.

**LEGAL DESCRIPTION
OF AUTHORITY TRACT**

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.

**LEGAL DESCRIPTION
OF SR-HL TRACT**

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, and containing within its bounds all of Lot Two (2), in Block One (1), of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk.

**LEGAL DESCRIPTION
OF FUSE TRACT**

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 917.31 feet to the POINT OF BEGINNING:

THENCE North 01°20'38" West a distance of 471.84 feet;

THENCE North 88°39'22" East a distance of 229.16 feet;

THENCE South 00°35'11" East a distance of 98.51 feet;

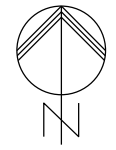
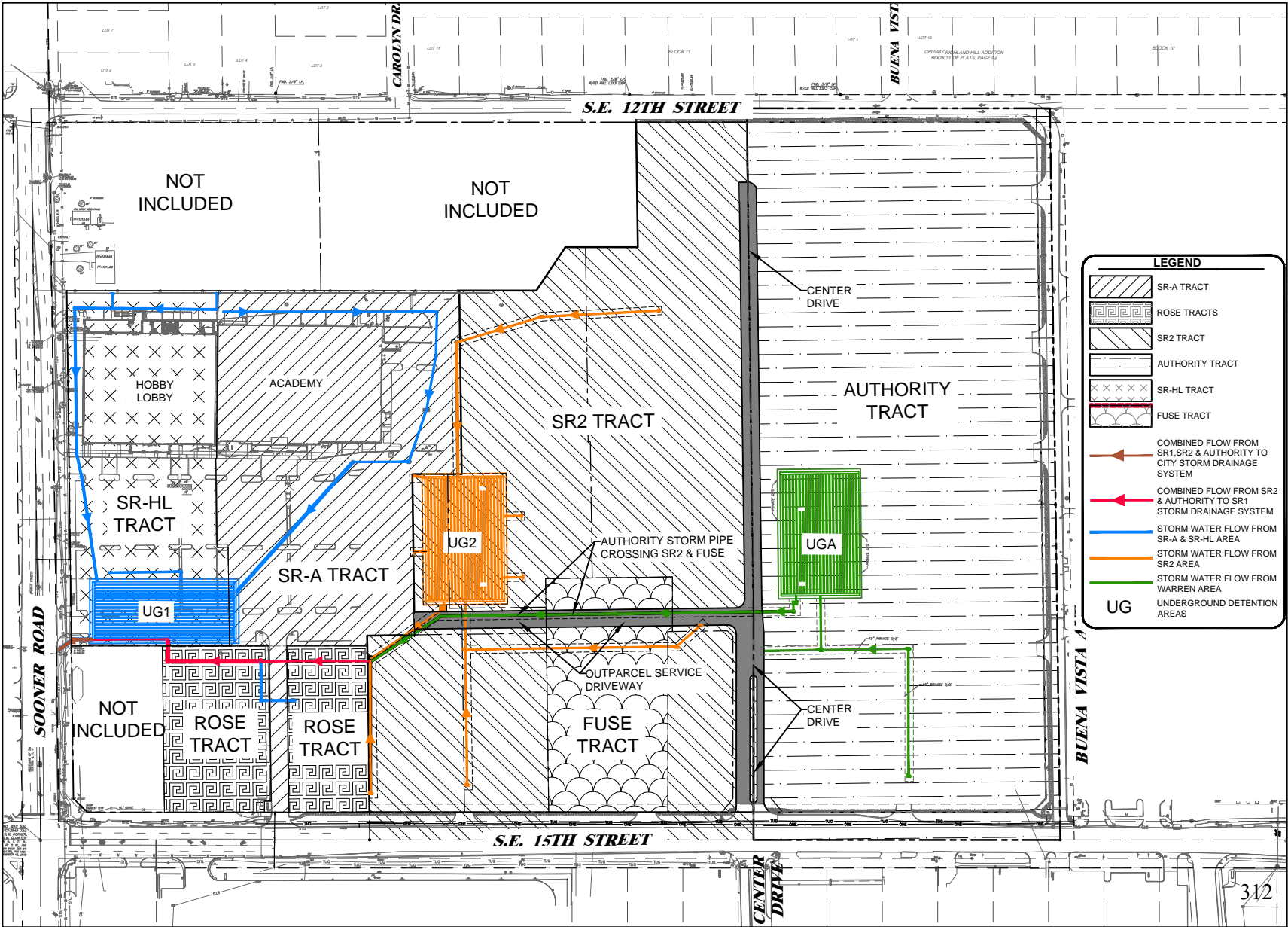
THENCE South 88°39'22" west a distance of 8.21 feet;

THENCE South 00°35'11" East a distance of 376.22 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along the South line of said Southwest Quarter, a distance of 214.69 feet to the POINT OF BEGINNING.

The basis of bearings for the above legal descriptions 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.













TLH 07.15.17



NOT TO SCALE

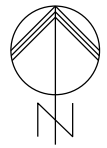
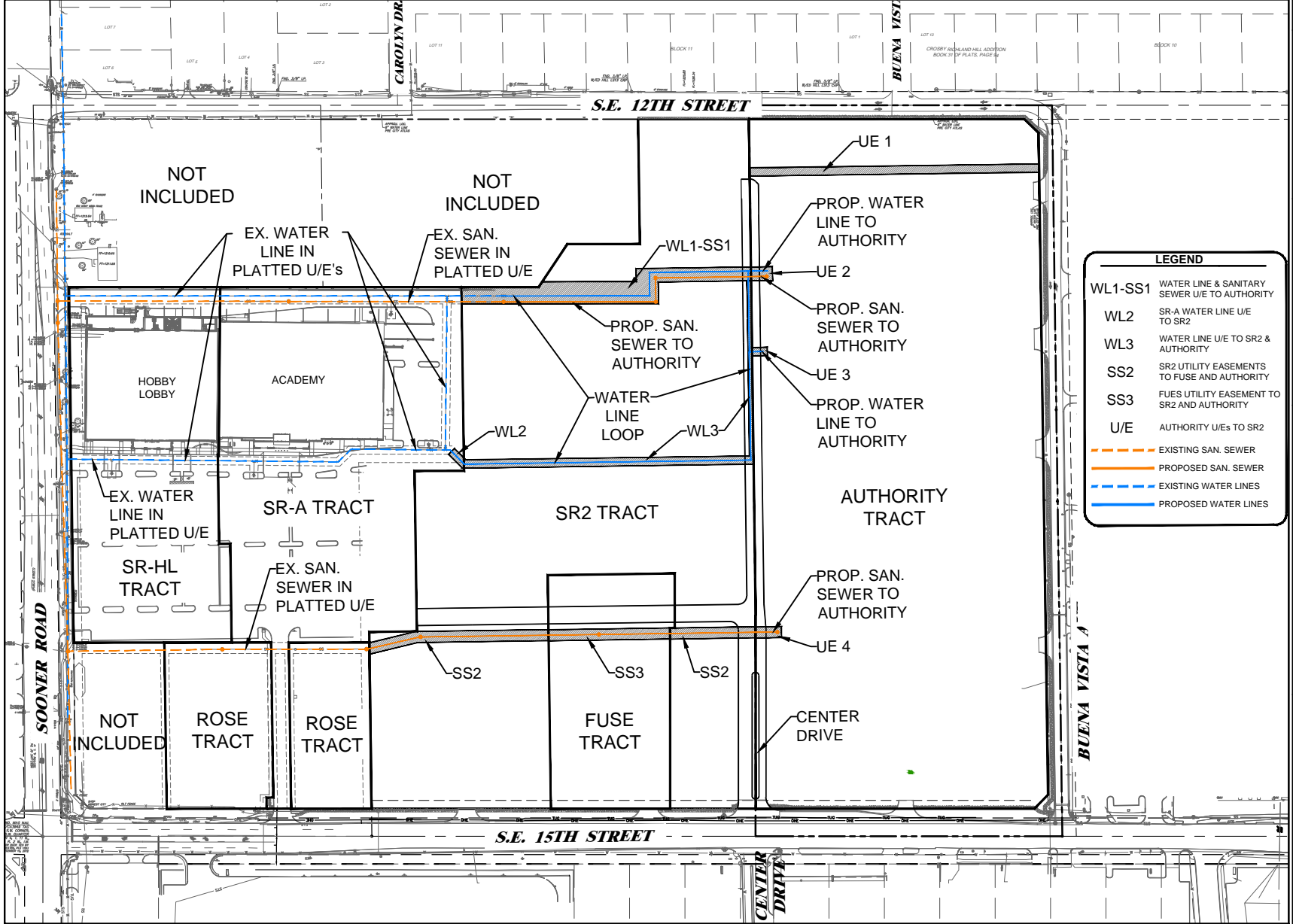
SITE PLAN
EXHIBIT B

LEGEND

-  SR-A TRACT
-  ROSE TRACTS
-  SR2 TRACT
-  AUTHORITY TRACT
-  SR-HL TRACT
-  FUSE TRACT
-  COMBINED FLOW FROM SR1, SR2 & AUTHORITY TO CITY STORM DRAINAGE SYSTEM
-  COMBINED FLOW FROM SR2 & AUTHORITY TO SR1 STORM DRAINAGE SYSTEM
-  STORM WATER FLOW FROM SR-A & SR-HL AREA
-  STORM WATER FLOW FROM SR2 AREA
-  STORM WATER FLOW FROM WARREN AREA
-  UNDERGROUND DETENTION AREAS

STORM WATER DRAINAGE & UTILITY EASEMENT AGREEMENT
SOONER ROSE PHASE 2
MIDWEST CITY, OK

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
Ph: 405-232-7715 Fax: 405-232-7859



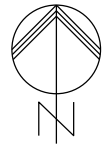
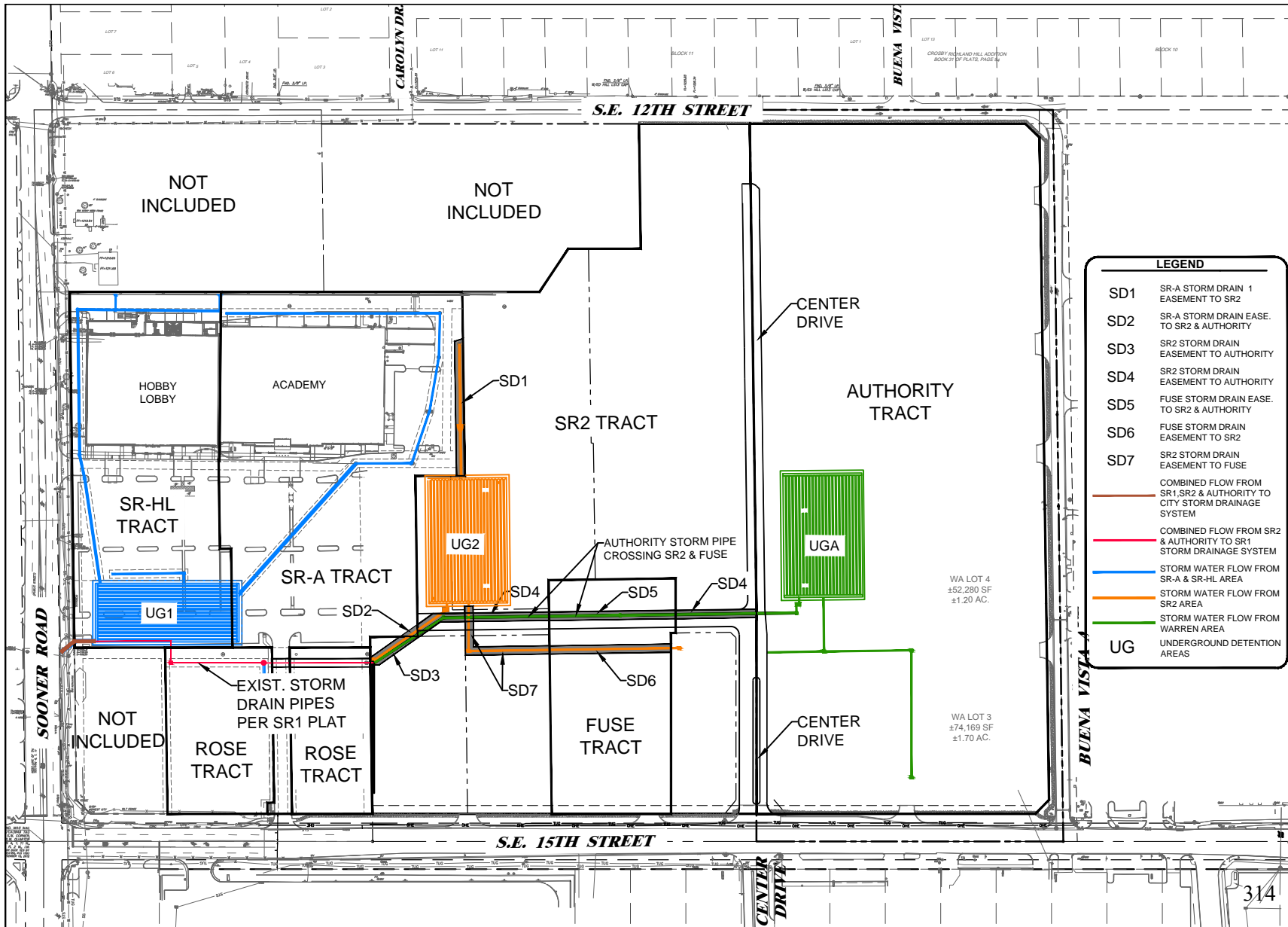
NOT TO SCALE

WATER & SAN. SEWER SYSTEMS EXHIBIT B-1

LEGEND	
WL1-SS1	WATER LINE & SANITARY SEWER U/E TO AUTHORITY
WL2	SR-A WATER LINE U/E TO SR2
WL3	WATER LINE U/E TO SR2 & AUTHORITY
SS2	SR2 UTILITY EASEMENTS TO FUSE AND AUTHORITY
SS3	FUSE UTILITY EASEMENT TO SR2 AND AUTHORITY
U/E	AUTHORITY U/Es TO SR2
	EXISTING SAN. SEWER
	PROPOSED SAN. SEWER
	EXISTING WATER LINES
	PROPOSED WATER LINES

STORM WATER DRAINAGE & UTILITY EASEMENT AGREEMENT SOONER ROSE PHASE 2 MIDWEST CITY, OK

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859



NOT TO SCALE

OVERALL STORM WATER SYSTEM EXHIBIT B-2

STORM WATER DRAINAGE & UTILITY EASEMENT AGREEMENT SOONER ROSE PHASE 2 MIDWEST CITY, OK

LEGEND	
SD1	SR-A STORM DRAIN 1 EASEMENT TO SR2
SD2	SR-A STORM DRAIN EASE. TO SR2 & AUTHORITY
SD3	SR2 STORM DRAIN EASEMENT TO AUTHORITY
SD4	SR2 STORM DRAIN EASEMENT TO AUTHORITY
SD5	FUSE STORM DRAIN EASE. TO SR2 & AUTHORITY
SD6	FUSE STORM DRAIN EASEMENT TO SR2
SD7	SR2 STORM DRAIN EASEMENT TO FUSE
	COMBINED FLOW FROM SR1, SR2 & AUTHORITY TO CITY STORM DRAINAGE SYSTEM
	COMBINED FLOW FROM SR2 & AUTHORITY TO SR1 STORM DRAINAGE SYSTEM
	STORM WATER FLOW FROM SR-A & SR-HL AREA
	STORM WATER FLOW FROM SR2 AREA
	STORM WATER FLOW FROM WARREN AREA
UG	UNDERGROUND DETENTION AREAS

SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 Ph: 405-232-7715 Fax: 405-232-7859



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207 - Fax (405) 739-1208
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
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Philip Anderson, Council for the Authority

DATE: July 25, 2017

SUBJECT: Discussion and consideration of approving the Reciprocal Driveways and Pylon Sign Easement Agreement between SR2 DEV LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement.

By way of this Agreement, the Parties grant, declare and impose non-exclusive, reciprocal perpetual easements and rights to facilitate the future development of the land within the Development Area and to specifically provide vehicular and pedestrian ingress and egress in, upon, over and across certain portions of the Parties' Tracts as more particularly described in the Agreement.

Once the Pylon Sign is completed, the Authority will have the right to maintain its standard sign panel in the top position on both sides of the Pylon Sign, the Owner of the SE 12th Street Tract will have a right to install and maintain its standard pylon sign panel on the Pylon Sign with panels in the bottom position on both sides of the Pylon Sign, with Owner of the SR2 Tract having the right to determine the party, or parties allowed to install and maintain pylon sign panels in the remaining positions on both sides of the Pylon Sign. Agreement also designates each Owner possessing such right to place a panel on the Pylon Sign as a "Signage-Rights Holder".

Staff recommends approval.

Philip W. Anderson, Authority Counsel

Attachments

**RECIPROCAL DRIVEWAYS AND PYLON SIGN
EASEMENT AGREEMENT**

THIS RECIPROCAL DRIVEWAY AND PYLON SIGN EASEMENT AGREEMENT (this “Agreement”) is entered into as of this ____ day of _____ 2017, by and between SR2 DEV LLC, an Oklahoma limited liability company (“SR2”), and Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”). Collectively, SR2, and Authority shall be referred to herein as the “Parties”.

I. RECITALS

1.1 SR2 is the owner of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “SR2 Tract”).

1.2 Authority is the owner of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Authority Tract”) and (the “SE 12th St. Tract”).

1.3 SR2 and Authority Tract shall be referred to collectively as the “Development Area”, which Development Area is depicted on Exhibit B attached to this Agreement (the “Site Plan”). The Site Plan encompasses and depicts additional information regarding specific proposed improvements to be constructed within the Development Area pursuant to this Agreement. To the extent that portions of the Development Area are dedicated as public rights-of-way associated with the subdivision process ongoing concurrent with the execution of this Agreement, any portions of the Development Area thereby dedicated as public rights-of-way shall thereafter no longer be subject to this Agreement without need for amendment of this Agreement.

1.4 The Parties wish to grant, declare and impose non-exclusive, reciprocal perpetual easements and rights to facilitate the future development of the land within the Development Area and to specifically provide vehicular and pedestrian ingress and egress in, upon, over and across certain portions of the Parties’ Tracts as more particularly described herein.

1.5 SR2 desires to grant to Authority, as owner of the Authority Tract and the SE 12th St. Tract, rights to certain sign panels to be installed on the pylon sign to be constructed on the SR2 Tract as more particularly described herein.

1.6 In consideration of the matters set forth above, the Parties have agreed to impose on the Development Area certain covenants, easements, restrictions and obligations set forth hereinafter.

NOW, THEREFORE, for and in consideration of the premises and the easements, covenants, restrictions and encumbrances contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Parties hereby agrees as follows:

II. DEFINITIONS

2.1 “Agreed Rate” means the lesser of (i) the maximum rate allowed by law and (ii) four

percent (4%) above the prime interest rate then published in the Wall Street Journal.

2.2 “Center Drive” means the Driveway (defined below) more particularly described in Section 3.1(c) and (d), including the improvements constructed thereon as described in Section 3.2(b).

2.3 “Driveways” means the driveways shown cross-hatched on the Site Plan and described in Section 3.1.

2.4 “Legal Requirements” means all laws, codes, ordinances and governmental regulations, as applicable at any time.

2.5 “Owner” means an owner of any portion of the property within the Development Area, including Parties, who holds record title to any portion of the Development Area. Any person or entity obtaining title to an Owner’s property subject to this Agreement shall also be deemed an Owner. Those having such interest merely as security for the performance of an obligation are not included as Owners.

2.6 “Pylon Sign” means the pylon sign, including foundation, footings, base, and vertical internal structure and affixed display panels thereto, for use for advertising the existence of businesses within the Development Area, to be constructed in the location shown on the Site Plan, and to be used only by the tenants and occupants of the Development Area in accordance with this Agreement.

2.6 “Tract” shall mean and refer to each parcel of land which is a part of the Development Area herein.

III. GRANT OF EASEMENTS

3.1 Declaration of Common Use Driveways. The following areas of the Development Area are declared to be permanent, nonexclusive easements for vehicular ingress and egress throughout the Development Area in common among the Parties, their successors, assigns, invitees, permittees, licensees, as follows to wit:

(a) The corridor section located on the SE 12th Street Tract shall be an easement grant from the Authority to SR2 for vehicular ingress and egress from the Authority Tract and the SR2 Tract to/from the SE 12th Street public right-of-way, identified as “DE1” on the Site Plan.

(b) The corridor section located on the SR2 Tract shall be an easement grant from SR2 to the Authority for vehicular ingress and egress between the Authority Tract and the SE 12th Street Tract, identified as “DE2” on the Site Plan.

(c) The corridor section located adjacent to the east boundary of the SR2 Tract shall be an easement grant from SR2 to the Authority to the benefit of the Authority and SE 12th Street Tracts along such boundary to SE 15th Street public right-of-way, identified as “DE3” on the Site Plan. Such corridor shall allow for only vehicular traffic proceeding south bound, and the east boundary thereof shall be considered the center line of what shall hereinafter be designated as “Center Drive”.

(d) The corridor section located adjacent to the west boundary of the Authority Tract shall be an easement grant from the Authority to SR2 to provide connectivity of both the SR2 and SE 12th

Street Tracts along such boundary to the SE 15th Street public right-of-way, identified as “DE4” on the Site Plan. Such corridor shall allow for only vehicular traffic proceeding north bound, and the west boundary thereof shall be considered the center line of what shall hereinafter be designated as “Center Drive”.

(e) The legal descriptions of driveway sections DE1, DE2, DE3, and DE4 are set forth in Exhibit D attached hereto.

3.2 Driveway Easement Area Covenants and Restrictions. The following covenants and restrictions shall apply to the Driveways.

(a) Driveway Construction and Continued Maintenance and Use. The Owner of a Tract burdened by a Driveway installation which benefits other Owners shall be responsible for all the costs associated with the respective initial construction of such Driveway, and thereafter, shall be responsible for the operation, maintenance and repair of the respective Driveway. Such Owner shall keep all such Driveways unobstructed (except as reasonably required for temporary closures needed to undertake any maintenance, repair and replacement). All paved surfaces installed or replaced in the Driveways shall be constructed pursuant to the specifications and requirements set forth in Exhibit E attached hereto (the “Construction Specifications”). All Driveways shall be maintained by the Owner of the Tract on which the respective Driveway is located in a manner consistent with first-class shopping centers in the Midwest City, Oklahoma market. Notwithstanding the foregoing assigned construction responsibilities, in the event that the Owner of the Authority Tract has not initiated construction of paving installation within DE4 on or before the 1st day of December, 2017 any Owner within the SR2 Tract may initiate and complete the construction and installation thereof to match any development requirements applicable for the simultaneous completion of similar installations of improvements within DE3, and such performing Owner may collect all costs incurred thereby from the Owner of the Authority Tract as otherwise provided in this agreement.

(b) Center Island (for Center Drive) Construction and Continued Maintenance and Use. Subject to the provisions herein for “Self-Help”, and all governmental regulations and requirements applicable thereto, the Owner of Lot 2 of the SR2 Tract shall be responsible for the construction of, and future periodic continued maintenance of the center island on Center Drive, which contains the Pylon Sign (the “Center Island”). All of the costs of filling, grading, curbing, landscaping, and irrigating landscaping of the Center Island shall be borne equally by the Owners of the Authority Tract, and the Owner of Lot 2 of the SR2 Tract. Initial construction of the improvements and landscaping installations, and irrigation of landscaping on Center Island shall adhere to the construction specifications set forth in the attached Exhibit “F”. All improvements and landscaping within the Center Island shall be maintained in debris free, and good condition (weather and seasonal factors considered). The Center Island shall be used only for landscaping, landscaping irrigation, and construction, operation, and maintenance of the Pylon Sign by the Signage Rights Holders (defined below). No forms of advertising of any kind shall be permitted to be displayed on the Center Island, except for as set forth in the panels of the Pylon Sign by Sign Rights Holders. The Owner which first constructs the driveway in the easement areas comprising Center Drive shall construct the entire Center Island curbing.

3.3 Maintenance of Pylon Sign; Pylon Sign Rights. The Owner of “Lot 2” of the SR2 Tract (as shown on the Site Plan) (“Lot 2”) shall construct, operate, and maintain the Pylon Sign at its sole cost and expense except as otherwise provided for herein, which Pylon Sign shall be constructed and located in accordance and adherence to the diagrams, elevations, materials and specifications set forth in Exhibit C attached hereto. The Pylon Sign shall be completed on schedule for completion as may be determined by

the Lot 2 Owner.

(a) Once the Pylon Sign is completed (i) The Authority Tract Owner shall have the right to install and maintain its standard pylon sign panel in the top position on both sides of the Pylon Sign as shown on Exhibit C; (ii) the Owner of the SE 12th St. Tract shall have the right to install and maintain its standard pylon sign panel on the Pylon Sign with panels in the bottom position on both sides of the Pylon Sign as shown on Exhibit C; and (iii) the Owner of the SR2 Tract shall have the right to determine the party, or parties allowed to install and maintain pylon sign panels in the remaining positions in its sole discretion on both sides of the Pylon Sign as shown on Exhibit C. Each such Owner possessing such right to place a panel on the Pylon Sign, is hereby designated a “Signage-Rights Holder”. The Owner of Lot 2 shall not, without the prior written approval of all Signage-Rights Holders, change the location or design of the Pylon Sign.

(b) All Signage-Rights Holders identified in Section 3.3(a) shall reimburse the Lot 2 Owner for its respective Pro-Rata Share of costs associated with construction, operation and maintenance of the Pylon Sign as set forth in this Section. For purposes of this Section 3.3(b), the term “Pro-Rata Share” shall mean the following:

(1) The Authority Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be twenty-three and fourth tenths percent (23.4%);

(2) The SE 12th St. Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be eleven and seven tenths percent (11.7%); and

(3) The SR 2 Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be sixty-four and nine tenths percent (64.9%).

(c) Upon completing construction of the Center Island, the Lot 2 Owner shall furnish the Authority and SE 12th St. Tract Owners with a written statement executed by a partner or officer of the Lot 2 Owner setting forth in reasonable detail the actual costs paid or incurred by the Lot 2 Owner during construction of the Center Island and showing the calculation of such Signage Rights Holder’s Pro-Rata Share thereof. Thereafter, the Authority and SE 12th St. Tract Owners shall pay to the Lot 2 Owner their respective Pro-Rata Shares of the Center Island construction costs within thirty (30) days of receipt of the written statement.

(d) Within ninety (90) days after the end of each calendar year, the Lot 2 Owner shall furnish the Authority and SE 12th St. Tract Owners with a written statement executed by a partner or officer of the Lot 2 Owner setting forth in reasonable detail the actual costs paid or incurred by the Lot 2 Owner during the preceding calendar year and showing the calculation of such Signage Rights Holder’s Pro-Rata Share thereof. Such statement to each Signage Rights Holder shall be accompanied by any refund of any overpayments of such Signage Rights Holder's share of such costs as may be reflected in said statement. Any deficiency in the total monthly payments for the year in relation to a Signage Rights Holder's share of actual costs associated with construction, operation and maintenance shall be paid by such Signage Rights Holder to the Lot 2 Owner within thirty (30) days after such Signage Rights Holder's receipt of the annual statement. The Lot 2 Owner shall establish and maintain, in accordance with sound accounting practices applied on a consistent basis, adequate books and records of the receipts and disbursements arising in connection with providing such construction, operation and maintenance services for the Pylon Sign. The

Lot 2 Owner shall maintain its books and records relating to the construction, operation and maintenance services for the Pylon Sign for any particular calendar year for a period of two (2) years from and after such calendar year. The Signage Rights Holders and their respective authorized agents and representatives shall have the right to inspect or audit such books and records at the Lot 2 Owner's office at any reasonable time during normal business hours and to make copies thereof. In the event there is an overpayment discrepancy in the costs associated with construction, operation and maintenance services for the Pylon Sign set forth in the Lot 2 Owner's annual statement delivered pursuant to the terms hereof, the Lot 2 Owner shall promptly reimburse the Signage Rights Holders for the amount of the overpayment.

3.4 Reciprocal Boundary Maintenance Easement. Each Owner shall have the right mutually and reciprocally with all other Owners of adjoining Tract(s) to maintain, clean, mow, and otherwise service improvements and landscaping, within five feet of either side of the common boundary of such Owner's Tract and the adjoining Tract. The aforementioned right of entry for service work shall not be considered to allow the using party to remove permanent landscaping or ornamental features that have been thereon installed.

3.5 Defaulting Owner; Self-Help. If the Owner of any portion of the Development Area shall fail to meet its primary initial construction and continued maintenance obligations as set forth in this Agreement, or to otherwise fail to maintain a Driveway or Pylon Sign (as applicable) on its Tract in good condition and in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of applicable governmental authorities (a "Defaulting Owner"), any other Owner shall have the right, but not the obligation, to enter the Defaulting Owner's Tract following thirty (30) days' prior written notice having been given to the Defaulting Owner, and perform such maintenance, the reasonable, out-of-pocket cost of which shall be reimbursed by the Defaulting Owner (a "Self-Help Owner").

(a) With regard to such matters involving "Self-Help", all such unpaid amounts shall be properly invoiced by mail to the Defaulting Owner by the Self-Help Owner, and in the event such invoicing is still due and owing after thirty (30) days after a Self-Help Owner has provided invoicing to a Defaulting Owner, such amounts due and owing shall accrue interest thereon after the due date, at the Agreed Rate. The invoiced costs, and costs of collection (if any) of incurred costs and accrued interest on incurred costs, shall be charged as a continuing lien against the Defaulting Owner's Tract, and may be collected by the Self-Help Owner in all manner as is allowed by law. The lien provided in this Agreement shall be subordinated to the lien of any bona fide security interest or device (including but not limited to any mortgage, deed of trust or any sale and leaseback arrangement) obtained by the Defaulting Owner for the purposes of the acquisition or improvement of its portion of the Development Area (or a refinancing thereof); provided, however, that such subordination shall apply only to amounts which have become due and payable to the other Owner(s) prior to a sale or transfer of such land pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve any portion of the Development Area from the lien for any amounts thereafter becoming due

(b) Any Self-Help Owner who exercises rights granted herein to such Owner to enter upon the land of a Defaulting Owner shall: (i) comply with all laws and regulations promulgated by all governmental entities governing the completion of any work to be performed by such Owner; (ii) maintain at its sole expense, during the period all incursive activities, insurance coverage in which the burdened land Owner is carried as an additional insured, which during the term of coverage consists of commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, per occurrence; (iii) complete all construction

activities using industry recognized proper techniques and materials to be considered workmen-like; and (iv) shall assign any construction warranties to the burdened land Owner.

3.6 Liability Limitation. No Owner shall be liable to the other Owner or its tenants for any inconvenience, annoyance, disturbance, or loss of business to the other or its tenants arising out of and during the performance of any construction or repair work permitted hereunder (unless occasioned by the negligence of any Owner). All Owners shall make all reasonable efforts to keep any such inconvenience, annoyance, disturbance, or loss of business to the minimum reasonably required by the work in question, and shall conduct any work in easement areas permitted hereunder during non-business hours of the businesses within the Development Area whenever possible.

3.7 Eminent Domain. In the event the whole or any part of any Tract shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Tract so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Tract which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land and any improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Tract taken. In the event of a partial Taking, the Owner of the portion of the Tract so taken shall restore the improvements located on the easement areas herein defined as nearly as possible to the condition existing prior to the Taking to the extent necessary to avoid interference with the remaining Development Area without contribution from any other Owner, and repair.

IV. GENERAL PROVISIONS

4.1 No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of any Tract other than the easements, covenants and restrictions specifically set forth herein. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

4.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the party to whom notice is given; (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified; or (c) one (1) business day after being deposited with a nationally recognized overnight courier. Any party may change its address for notices by giving five (5) days' advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses are:

<u>If to SR2:</u> SR2 DEV LLC c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u>	
<u>If to Authority:</u> Midwest City Memorial Hospital Authority 100 North Midwest Blvd, Midwest City, Oklahoma, 73110	With copies to:

4.3 Breach. In the event of a breach or threatened breach of this Agreement, only the Owners shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach (or to otherwise avail themselves of the other remedies contained in this Agreement). The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed. It is expressly agreed that no breach of this Agreement will entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Agreement. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement will not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, but such term, condition, covenant, or restriction will be binding on and effective against any of the Owners whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

4.5 Covenants Running with the Land. The easements hereby created do not constitute a conveyance of fee title, but establishes easements, rights, and obligations which constitute covenants running with the land and the title to the Tracts; whether such Tracts are owned by subsequent Owner or Owners, and whether such Tracts are owned by the same Owner or different Owners. If the Tracts are ever owned by the same person(s), the easements contained in this Agreement shall not merge into the fee simple title of the Owner(s).

4.6 Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

4.7 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes. Notwithstanding anything to the contrary in this Agreement, upon

an Owner's sale of all of its property comprising a part of the Development Area, such Owner shall be released from all un-accrued liabilities and other obligations arising under this Agreement from and after the effective date of such sale. Subject to the other provisions hereto, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

4.8 Usage. The singular number includes the plural and the masculine gender includes the feminine and neuter.

4.9 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Development Area by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

4.10 Estoppel Certificates. Any Owner or ground lessee of any portion of a Tract (or any mortgagee holding a first lien security interest in any portion of a Tract) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other Owner requesting such Owner to execute a certificate certifying that, to the best of such Owner's knowledge, (i) the Owner or ground lessee requesting such certificate is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status of the obligations under this Agreement as may be reasonably requested. An Owner shall execute and return such certificate within fifteen (15) days following its receipt of a request therefore.

4.11 Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.12 Duration, Modification and Cancellation. The covenants, conditions, and restrictions of this Agreement shall run with and bind the Development Area for a period of forty-one (41) years, after which time they shall extend for successive periods of ten (10) years each unless terminated by the Owners. This Agreement (including exhibits) may be modified or terminated or cancelled only by written Agreement signed by all the Owners.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature Page Follows)

“SR2”

SR2 DEV LLC, an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Manager of SR2 DEV LLC, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

“AUTHORITY”

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

By _____
Matthew D. Dukes II, Chairman

ATTEST:

Matthew D. Dukes II, Secretary

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Matthew D. Dukes II, as Chairman of Midwest City Memorial Hospital Authority, a public trust on behalf of said trust.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF SR2 TRACT

LEGAL DESCRIPTION OF AUTHORITY TRACT.

LEGAL DESCRIPTION OF SE 12TH STREET TRACT.

EXHIBIT B

**SITE PLAN OF DEVELOPMENT AREA-inclusive of driveways described in Exhibit D, Center Island shown in Exhibit F, Pylon Sign foot print from Exhibit C.
With “Proposed Platted Lots” overlay. NO BUILDINGS OR PARKING LOTS shown.**

EXHIBIT C

PYLON SIGN (site plan of traffic island- with diagram of easement areas; drawing of sign structure elevation front and side; construction specifications for foundations, footings, base and vertical structure and panels)

EXHIBIT C-1

LEGAL DESCRIPTIONS OF PYLON SIGN EASEMENT AREAS (2)

EXHIBIT D

LEGAL DESCRIPTIONS OF DE1, DE2, DE3, DE4

EXHIBIT E

Standard Specifications for Construction of Driveways

EXHIBIT F

Specifications for Center Island Improvements (other than Pylon Sign),

Landscaping and Irrigation for Landscaping

EXHIBIT A

**LEGAL DESCRIPTION
OF TRACT SR2 TRACT**

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, and including within its bounds a part of Lot One (1) in Block One (1) of SOONER ROSE ADDITION, an addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk and 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 593.83 feet to a point of intersection with the projected east line of Lot Five (5), in Block One (1) of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk, said point being the POINT OF BEGINNING;

THENCE North 01°20'38" West, along said projected line and the actual east line of said Lot Five (5) and Lot One (1) in Block One (1) of SOONER ROSE ADDITION, passing at a distance of 350.00 feet the northeast corner of said Lot 5, and continuing for a total distance of 369.07 feet;

THENCE North 88°39'22" East, perpendicular to the east line of said Lots 5 and 1, a distance of 85.59 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 289.80 feet to a point on a southerly line of Lot 1, in Block 1, SOONER ROSE ADDITION;

THENCE North 89°24'49" East, along said southerly line of said Lot 1, a distance of 89.06 feet;

THENCE North 01°20'38" West a distance of 331.70 feet to a point on the north line of said Lot 1;

THENCE North 89°24'49" East, passing at a distance of 80.00 feet the northeast corner of said Lot 1, Block 1, SOONER ROSE ADDITION, and continuing for a total distance of 139.18 feet;

THENCE North 33°04'19" East a distance of 94.06 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 130.63 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 250.00 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 200.00 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet;

THENCE South 00°35'11" East, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 692.36 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE FUSE PARCEL:

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 917.31 feet to the POINT OF BEGINNING:

THENCE North 01°20'38" West a distance of 471.84 feet;

THENCE North 88°39'22" East a distance of 229.16 feet;

THENCE South 00°35'11" East a distance of 98.51 feet;

THENCE South 88°39'22" west a distance of 8.21 feet;

THENCE South 00°35'11" East a distance of 376.22 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along the South line of said Southwest Quarter, a distance of 214.69 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.

TLH 07.15.17

EXHIBIT A

**LEGAL DESCRIPTION
OF AUTHORITY TRACT**

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

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,286.19 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet;

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

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the east line of the said Southwest Quarter;

THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 1,320.02 feet to a point on the south line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the southeast corner of said Southwest Quarter;

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

Said tract of land containing 724,111 square feet or 16.6233 acres more or less.

The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

GWS 1-18-17

EXHIBIT A

**LEGAL DESCRIPTION
OF S.E. 12TH STREET TRACT**

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 01°20'38" West, along the west line of said Southwest Quarter, a distance of 1,320.00 feet to 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 518.62 feet (518.50 feet record) to the POINT OF BEGINNING;

THENCE continuing North 89°24'49" East, along said centerline of Southeast 12th Street and parallel with the south line of said Southwest Quarter, a distance of 572.85 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 250.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 130.63 feet;

THENCE South 33°04'19" West a distance of 94.06 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 389.05 feet to the southeast corner of a tract of land described in WARRANTY DEED recorded in Book 10163, Page 1030, said point being 518.62 feet North 89°24'49" East of the west line of said Southwest Quarter;

THENCE North 01°20'38" West, along the east line of said tract of land and said line extended, said line parallel with the west line of said Southwest Quarter, a distance of 328.30 feet to the POINT OF BEGINNING.

Said tract of land containing 175,740 square feet or 4.0344 acres more or less.

The foregoing description being all lands described in the WARRANTY DEED recorded in Book 8230, Page 900, and the remainder lands of WARRANTY DEED recorded in Book 7654, Page 1018, and WARRANTY DEED recorded in Book 7734, Page 1846.

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

EXHIBIT C-1

SR2 PYLON SIGN EASEMENT AREA DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 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 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE North 38°19'45" East a distance of 31.87 feet;

THENCE North 00°35'11" West a distance of 32.78 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 36.98 feet;

THENCE South 00°35'11" East a distance of 57.58 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 57.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 2,378 square feet or 0.0546 acres, more or less.

MWCHA PYLON SIGN EASEMENT AREA DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 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 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 57.00 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West a distance of 57.58 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 31.02 feet;

THENCE South 00°35'11" East a distance of 31.78 feet;

THENCE South 41°01'02" East a distance of 33.89 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 53.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 2,070 square feet or 0.0475 acres, more or less.

EXHIBIT D

DE 1 VEHICULAR INGRESS & EGRESS EASEMENT DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 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 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet;

THENCE North 38°19'45" East a distance of 31.87 feet;

THENCE North 00°35'11" West a distance of 343.67 feet;

THENCE North 88°39'15" East a distance of 21.72 feet;

THENCE North 01°20'38" West a distance of 743.16 feet;

THENCE South 88°39'22" West a distance of 184.98 feet to the POINT OF BEGINNING;

THENCE continuing South 88°39'22" West a distance of 30.00 feet;

THENCE North 01°20'38" West a distance of 135.88 feet to a point on the south right of way line of S.E. 12th Street;

THENCE North 89°27'14" East, along said south right of way line, a distance of 30.01 feet;

THENCE South 01°20'38" East a distance of 135.49 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 4,071 square feet or 0.0935 acres, more or less.

DE 2 VEHICULAR INGRESS & EGRESS EASEMENT DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 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 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet;

THENCE North 38°19'45" East a distance of 31.87 feet;

THENCE North 00°35'11" West a distance of 343.67 feet;

THENCE North 88°39'15" East a distance of 21.72 feet;

THENCE North 01°20'38" West a distance of 743.16 feet to the POINT OF BEGINNING;

THENCE South 88°39'22" West a distance of 184.98 feet;

THENCE North 01°20'38" West a distance of 24.00 feet;

THENCE North 88°39'22" East a distance of 184.98 feet;

THENCE South 01°20'38" East a distance of 24.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 4,440 square feet or 0.1019 acres, more or less.

DE 3 VEHICULAR INGRESS & EGRESS EASEMENT DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 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 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE North 38°19'45" East a distance of 31.87 feet;

THENCE North 00°35'11" West a distance of 343.67 feet;

THENCE North 88°39'15" East a distance of 21.72 feet;

THENCE North 01°20'38" West a distance of 767.16 feet;

THENCE North 88°39'22" East a distance of 15.00 feet;

THENCE South 01°20'38" East a distance of 786.78 feet;

THENCE South 00°35'11" East a distance of 349.33 feet;

THENCE South 89°24'49" West a distance of 57.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 25,386 square feet or 0.5828 acres, more or less.

DE 4 VEHICULAR INGRESS & EGRESS EASEMENT DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 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 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 57.00 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West a distance of 349.33 feet;

THENCE North 01°20'38" West a distance of 786.78 feet;

THENCE North 88°39'22" East a distance of 15.00 feet;

THENCE South 01°20'38" East a distance of 767.16 feet;

THENCE South 20°24'29" East a distance of 48.01 feet;

THENCE South 00°35'11" East a distance of 298.18 feet;

THENCE South 41°01'02" East a distance of 33.89 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 53.00 feet to the POINT OF BEGINNING

Said described strip of land contains an area of 22,875 square feet or 0.5251 acres, more or less.

EXHIBIT E

**Standard Specifications for
Construction of Driveways**

**SECTION 02505
CONCRETE PAVING, WALKS, CURBS, & GUTTERS**

PART 1 – GENERAL

1.1 SCOPE OF WORK

- 1.1.1 Furnish all labor, materials, services, equipment and appliances required for Portland cement concrete paving work indicated on the drawings and specified herein.

1.2 WORK INCLUDED, BUT NOT INCLUSIVE

- 1.2.1 Concrete pedestrian traffic surfaces (walks, ramps, etc.)
1.2.2 Concrete vehicular traffic surfaces.
1.2.3 Concrete curbs and gutters.

1.3 REFERENCE PUBLICATIONS AND STANDARDS

- 1.3.1 Governing Authority:
Applicable standards and regulations of state and municipal agencies having governing authority over the work specified in this section shall take priority over items specified herein and shown on the drawings unless the requirements set forth herein require a superior quality work. All work to be constructed in what is or what will become public right-of-way must meet or exceed the City minimum standards for sidewalks and streets.
- 1.3.2 Material Standards:
American Society for Testing Materials (ASTM)
- 1.3.3 Concrete Standards as noted on Drawings:
Oklahoma Department of Transportation Standard Specifications for Highway Construction, latest edition. American Concrete Institute (ACI): ACI-617 "Standard Specifications for Concrete Pavement and Bases." ACI-395 "Manual of Standard Practice for Detailing Reinforced Concrete..."

1.4 SUBMITTALS

- 1.4.1 Testing Laboratory Reports:
Furnish three copies of the test reports to the Owner, indicating results of the cylinder test.

PART 2 – PRODUCTS

2.1 FORMWORK

- 2.1.1 Design, engineer, and construct forms, shores, bracing, and other temporary supports to support loads imposed during construction, in accordance with ACI 347. Design under the direct supervision of a licensed Professional Engineer experienced in design of this work.

- 2.1.1.1 Plywood: PS 1, sound, undamaged sheets with straight edges.
- 2.1.1.2 Lumber: Construction grade.
- 2.1.1.3 Steel: Minimum 16 gauge sheet, well matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
- 2.1.1.4 Carton Forms: Moisture resistant treated paper faces, biodegradable, structurally sufficient to support weight of wet concrete until initial set.

2.1.2 Accessories:

- 2.1.2.1 Form Ties: Removable or snap-off metal, of fixed or adjustable length as applicable, with cone ends.
- 2.1.2.2 Form Release Agent: Colorless mineral oil which will not stain concrete.
- 2.1.2.3 Waterstops: Select one of the following:
 - a. Volclay RX-101; by American Colloid Company; Arlington Heights, IL.; (708)392-4600.
 - b. Synko-Flex; by Synko-flex Products (Division of Henry Company); Houston, TX; (800)231-4551.

2.2 BASIC MATERIALS

- 2.2.1 Concrete:
As specified in CONCRETE under Project Notes.
- 2.2.2 Reinforcing Steel
 - 2.2.2.1 Bars
ASTM A615, grade 60 or as called out in notes on the drawings.
 - 2.2.2.2 Wire Fabric
ASTM A185, welded steel wire fabric as noted on the drawings.

2.3 MISCELLANEOUS MATERIALS

- 2.3.1 Air Entraining Agent:
ASTM C0260, Master Builders or equal.
- 2.3.2 Dispersing Admixture:
ASTM C-494, Master Builders or equal.
- 2.3.3 Curing Compound:
ASTM C-309, No. 40W by A. C. Horn Company or equal.
- 2.3.4 Joint Filler:
ASTM D1751, pre-molded fiber filler, unless shown otherwise on the drawings.
- 2.3.5 Joint Sealer:
ASTM D-1190, Code 2351.

2.4 CONCRETE MIX DESIGN

- 2.4.1 The retention of the testing firm will be determined between the owner and the contractor. Testing firm to determine actual design mix to be used, based on the following:

- 2.4.1.1 Sidewalks: 3500 psi at 28 days in accordance with ODOT Section 701 (AE).
- 2.4.1.2 All other concrete: 4000 psi at 28 days in accordance with ODOT Section 701 (AE).

PART 3 – EXECUTION

3.1 INSPECTION OF SUBGRADE

- 3.1.1 Inspect subgrades prepared as specified in EARTHWORK and report any deficiencies to the Owner before beginning work. Commencement of work shall indicate acceptance of subgrades by this Contractor.

3.2 CONSTRUCTION

- 3.2.1 Paving:
 - Deliver and place concrete as specified in project plans.
- 3.2.2 Curbs and Gutters:
 - 3.2.2.1 Configurations:
 - Construct to cross-sectional details shown on drawings and at indicated locations. Curbs may be fully formed or pulled and troweled to configurations shown on the drawings.
 - 3.2.2.2 Reinforcement:
 - Reinforce as indicated on the drawings with continuous reinforcing bars lapped 30 bar diameters and securely tied at all splices. Metal chairs shall be used to hold the reinforcing steel in the proper plane.
 - 3.2.2.3 Expansion Joints:
 - Construct expansion joints per detail with joint filler across lengths of curb at all tangent points and at not more than sixty foot intervals, unless otherwise noted differently in the paving joint layout. Construct expansion joints per detail with joint filler between curbs and concrete paving. All fixed objects, such as buildings, poles, pipes, catch basins, etc., within or abutting the concrete shall be separated from the concrete by isolation joints.
 - 3.2.2.4 Finishing:
 - Finish surfaces with dense uniform texture equal to burlap drag or using the fine broom finish.
 - 3.2.2.5 Joints:
 - Fill expansion joints with joint filler except for space 3/4" deep at surface. After concrete has set, clean the open joint above filler and fill with joint sealer in accordance with instructions of sealer manufacturer.

3.2.3 Vehicular Traffic Surfaces:

- 3.2.3.1 Configurations:
 - Construct to cross-sectional details shown on drawings and at indicated locations.
- 3.2.3.2 Reinforcement:
 - Reinforce with #5 minimum size reinforcing bars 24" on center both ways, unless otherwise indicated or noted differently on the drawings.

3.2.3.3 Expansion and Construction Joints:

At intentional points for stoppage of concrete placing, use expansion joints. At unintentional points of stoppage of concrete placing, use continuation of reinforcing through joints. Construct ½-inch wide expansion joints with joint filler at locations shown on the drawings or at not more than thirty foot intervals each way if not shown. Construct ½-inch wide expansion joints with joint filler between curbs and concrete paving. All fixed objects, such as buildings, poles, pipes, catch basins, etc., within or abutting the concrete shall be separated from the concrete by expansion joints.

3.2.3.4 Joint Filling and Sealing:

Fill expansion joints with joint filler except for space ¾" deep at surface. After concrete has set, clean the open joint above filler and fill with joint sealer in accordance with instructions of sealer manufacturer.

3.2.3.5 Finishing:

Vibrate, screed and float concrete to level and test the surface, which shall not vary over 1/4" in ten feet when tested with ten foot straight edge. Finish surface to gritty texture with burlap drag or straight continuous strokes with a stiff bristle push broom. Finish all edges smooth with 1/8" or 1/4" radius.

3.2.4 Walks:

3.2.4.1 Configurations:

Construct to cross-sectional details shown on drawings and at indicated locations.

3.2.4.2 Reinforcing:

Reinforce with 6 x 6 x W1.4, WWF, minimum reinforcing unless otherwise indicated or noted on the drawings.

3.2.4.3 Expansion Joints:

Construct expansion joints as detailed in locations shown on the drawings.

3.2.4.4 Finishing

3.2.4.4.1 General:

Finish surfaces not noted on the drawings to be finished otherwise to a "fine broom" or "burlap drag" gritty surface. Tool all joints and all edges to provide a smooth border to each section or division of the walk. Finish all vertical surfaces in a manner that leaves the exposed surfaces free of "honeycombing" and form marks. Any damaged surfaces shall be repaired and stone-rubbed to match adjacent finished surfaces.

3.3 CURING CONCRETE

- 3.3.1 Apply a white-pigmented type curing compound at a uniform rate of approximately 200 sq. ft./gallon, or as recommended by curing compound manufacturer as soon as the finishing operation has been completed and the concrete has lost its water sheen. The curing procedure must protect the concrete, including all exposed surfaces against loss of moisture and rapid temperature change for a period of not less than four days from the beginning of the curing operation and without damage to, or marking of the finished concrete surface. Traffic shall not be allowed on finished concrete for a minimum period of seven days.

3.4 TESTING

3.4.1 Independent Testing Laboratory:

The retention of the testing firm will be determined between the owner and the contractor. The testing firm will perform concrete cylinder testing. Test cylinders shall be taken and tested by the testing laboratory for each different class of concrete poured in any one day. Cylinders shall be taken in accordance with ASTM C31, and cured and tested in accordance with ASTM C39. One set of four cylinders is required for each 50 cubic yards of concrete or less, placed in any one day. Two cylinders shall be tested at 7 days, two cylinders shall be tested at 28 days.

3.4.2 Tests:

3.4.2.1 Slump Tests

Slump tests shall be taken by the Testing lab when cylinders are taken, and shall show maximum slump and minimum slump in accordance with ODOT specifications for required concrete mix design.

3.4.2.2 Air Entrainment

Unless otherwise required differently by ODOT specs for a specified concrete mix, air content by volume: 5% to 8% based on measurements made in concrete mixtures at point of discharge at job site at time slump tests are made. Air content by volume shall be determined in accord with ASTM C231.

3.4.2.3 A Satisfactory Test:

Defined as a test which shows that the quality of the materials of workmanship meets requirements of the specifications. Where test reveal that the quality of materials or workmanship does not meet the requirements of the specifications, additional tests shall be made as directed by the owner until the number of these tests shall constitute the evidence that the materials and workmanship meet the requirements of the specifications. Contractor shall pay for the failed test results.

3.4.2.4 Additional Tests:

The Engineer may order tests in addition to the number provided for in the schedule if, in his opinion, such additional tests are necessary.

3.4.2.5 Tolerances:

All test results shall not vary more than the tolerance specified in specification and the "Standard Specifications for Highway Construction" latest edition published by the Oklahoma Department of Transportation.

3.4.2.6 Test Schedule:

Contractor shall coordinate the construction activities with the Owner/testing lab to allow adequate notice for sample collection by the testing lab. Contractor shall make good faith efforts to minimize the time spent in collecting samples by the testing lab. The schedule of tests to be furnished by the testing lab as a minimum is specified as follows:

<u>SUBGRADE TEST SCHEDULE</u>		
<u>DESCRIPTION</u>	<u>METHOD OF TEST LATEST YEAR VERSION</u>	<u>QUANTITY OF ITEM REPRESENTED BY <u>ONE TEST</u></u>
(A) PREPARATION OF SOIL MECHANICAL ANALYSIS	AASHTO T-87	REFER TO SPECIFICATIONS, PLANS & SOILS REPORT
(B) MECHANICAL ANALYSIS OF SOILS	AASHTO T-88	
(C) LIQUID LIMIT OF SOIL	AASHTO T-89	
(D) PLASTIC LIMIT AND PLATIC INDEX	AASHTO T-90	
(E) SOIL CLASSIFICATOIN	AASHTO T145	
(F) FIELD DENSITY TEST	ASTM D2922	

3.5 CLEANING CONCRETE

3.5.1 Concrete sidewalks and related work shall be hosed down with water, scrubbed with fiber brushes, allowed to dry and be left broom clean and in condition acceptable to the Owner.

3.6 CLEAN-UP

3.6.1 Upon completion of work of this section remove related debris from premises.

END OF SECTION

SECTION 02511
"ASPHALTIC" CONCRETE PAVING

PART 1 – GENERAL

1.1 SCOPE OF WORK

- 1.1.1 Furnish labor, materials, services, equipment and appliances for asphalt paving work indicated on the drawings and specified herein. (Refer plans for allowable areas.)

1.2 WORK INCLUDED, BUT NOT INCLUSIVE

- 1.2.1 Paving base
- 1.2.2 Base course and surface course

1.3 REFERENCE STANDARDS

- 1.3.1 American Association of State Highway Officials (AASHO)
- 1.3.2 American Society for Testing Materials (ASTM)
- 1.3.3 Governing Authority:
Oklahoma Department of Transportation

1.4 SUBMITTALS

- 1.4.1 Submit three copies of design mix test reports to Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- 2.1.1 Sub-Base:
If required; as shown on the site plan drawings and specified in other sections of these specifications.
- 2.1.2 Base Course (Binder):
Unless otherwise shown on the drawings; Uniform mix of coarse aggregate and asphalt as determined by "design mix".
- 2.1.3 Surface Course:
Unless otherwise shown on the drawings; Uniform mix of coarse aggregate and fine aggregate (pea gravel will not be acceptable), mineral filler and asphalt as determined by "design mix".

2.2 DESIGN MIXES

- 2.2.1 The retention of the testing firm will be determined between the owner and the contractor. The testing firm will determine design mixes for base and surface courses; including asphalt bitumen content; ASTM D2172, latest edition, entitled, "Quantitative Extraction of Bitumen from Bituminous Paving Mixtures."

PART 3 – EXECUTION

3.1 GRADE CONTROL

- 3.1.1 Establish and maintain lines and grades shown on drawings by means of line and grade stakes.

3.2 TRANSPORTATION

- 3.2.1 Transport paving mixes from approved mixing plant to site in tight vehicles with metal bottoms previously cleaned of foreign materials. Vehicles shall be suitably insulated to avoid heat losses. Cover each load to prevent cooling and loss of ingredients.

3.3 PLACING

- 3.3.1 General:
Thickness shown on site plan drawings. Unless otherwise shown on the drawings, place asphaltic concrete in courses per plans. Apply base course to prepared sub-base (when applicable) which has been primed with asphalt MC-1, application temperature 50 to 120 degrees F, at a rate of 0.10 to 0.40 gal/sq yd. Apply surface course to base course to which has been applied a tack coat of asphalt RC-2, application temperature 100 to 175 degrees F, at rate of 0.08 to 0.10 gal/sq yd. Place each course under temperature conditions of 40 to 90 degrees F.
- 3.3.2 Means:
Dump and spread mixture on primed base with spreading and finishing machine, so that after compaction, surface will be smooth, of uniform density and meets requirements for typical cross-section shown. Other placing means may be proposed.
- 3.3.3 Time and Temperature:
Place and initially roll during daylight hours. Mixture placing temperature; between 225 and 325 degrees F.
- 3.3.4 Protection of Curbs and Gutters:
Prevent splattering of adjacent curbs, gutter, concrete paving and structures. Hand spreading may be employed where machine is impractical.
- 3.3.5 Finish Grades:
Approximately 6 inches below adjacent concrete sidewalks, and/or curbs, except as specifically shown otherwise on the drawings; true to grades shown

and straight within ¼-inch in 10 feet when checked with a straight edge. No "bird baths" will be allowed.

3.4 ROLLING

3.4.1 General:

After rolling with medium weight steel-wheeled roller, roll with pneumatic, three wheel, or tandem rollers longitudinally at sides and proceed toward center of pavement, overlapping on successive trips by at least half width of rear wheels. Alternate trips of roller shall be slightly different in length.

3.4.2 Compression and Roller Marks:

Roll until no further compression can be obtained and roller marks are eliminated. If required, roll diagonally in each direction with tandem roller with second diagonal rolling crossing line of first rolling.

3.4.3 Prevention of Mixture Adhesion to Roller:

Keep wheels moistened with water; excessive use of water will not be permitted. Do not permit rollers to stand on pavement which has not been fully compacted and which has not cooled to atmospheric temperature.

3.4.4 Displacement:

Keep movement of roller slow enough to avoid displacement of mixture. Correct any displacement at once by use of rakes and addition of fresh mixture.

3.4.5 Precautions:

Prevent dropping of oil, gasoline and grease on pavement.

3.4.6 Hand Operations:

Thoroughly compact edges of pavement along curbs, headers, aprons, manholes, valve boxes and similar places not accessible to roller with lightly oiled hand-operated vibrating rollers or mechanical tampers.

3.5 SPECIAL TESTING: The retention of the testing firm will be determined between the owner and the contractor.

3.5.1 Extraction and Gradation Test:

ASTM D2172 for each type. Number and location to be determined on the job by Owner or at least two extraction and two gradation tests shall be taken for each day pavement is placed.

3.5.2 Field-In-Place Density Test:

ASTM D1188 for each type. Number and location to be determined on the job by Owner.

3.5.3 Thickness Test:

Determine by test borings. Make one test for each 5,000 sq. ft. of paving surface. If average thickness is deficient by no more than ¼-inch, and no individual thickness is deficient by more than 5/8-inch, installation will be held to meet requirements. If average thickness is deficient by more than ¼-inch or if any individual thickness determination is deficient by more than 5/8-inch, pavement thickness will be held to not meet requirements. Deficient areas shall be defined, removed and replaced, or adjusted to design thickness by methods acceptable to Owner.

3.6 CLEAN-UP

3.6.1 Upon completion of work of this section, remove related debris from premises.

END OF SECTION

EXHIBIT F

**Specifications for Center Island Improvements
(other than Pylon Sign)**

Grading, Filling, Curbing, Landscaping and Irrigation for Landscaping

**SECTION 02505
CONCRETE PAVING, WALKS, CURBS, & GUTTERS**

PART 1 – GENERAL

1.1 SCOPE OF WORK

- 1.1.1 Furnish all labor, materials, services, equipment and appliances required for Portland cement concrete paving work indicated on the drawings and specified herein.

1.2 WORK INCLUDED, BUT NOT INCLUSIVE

- 1.2.1 Concrete pedestrian traffic surfaces (walks, ramps, etc.)
1.2.2 Concrete vehicular traffic surfaces.
1.2.3 Concrete curbs and gutters.

1.3 REFERENCE PUBLICATIONS AND STANDARDS

- 1.3.1 Governing Authority:
Applicable standards and regulations of state and municipal agencies having governing authority over the work specified in this section shall take priority over items specified herein and shown on the drawings unless the requirements set forth herein require a superior quality work. All work to be constructed in what is or what will become public right-of-way must meet or exceed the City minimum standards for sidewalks and streets.
- 1.3.2 Material Standards:
American Society for Testing Materials (ASTM)
- 1.3.3 Concrete Standards as noted on Drawings:
Oklahoma Department of Transportation Standard Specifications for Highway Construction, latest edition. American Concrete Institute (ACI): ACI-617 "Standard Specifications for Concrete Pavement and Bases." ACI-395 "Manual of Standard Practice for Detailing Reinforced Concrete..."

1.4 SUBMITTALS

- 1.4.1 Testing Laboratory Reports:
Furnish three copies of the test reports to the Owner, indicating results of the cylinder test.

PART 2 – PRODUCTS

2.1 FORMWORK

- 2.1.1 Design, engineer, and construct forms, shores, bracing, and other temporary supports to support loads imposed during construction, in accordance with ACI 347. Design under the direct supervision of a licensed Professional Engineer experienced in design of this work.

- 2.1.1.1 Plywood: PS 1, sound, undamaged sheets with straight edges.
- 2.1.1.2 Lumber: Construction grade.
- 2.1.1.3 Steel: Minimum 16 gauge sheet, well matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
- 2.1.1.4 Carton Forms: Moisture resistant treated paper faces, biodegradable, structurally sufficient to support weight of wet concrete until initial set.

2.1.2 Accessories:

- 2.1.2.1 Form Ties: Removable or snap-off metal, of fixed or adjustable length as applicable, with cone ends.
- 2.1.2.2 Form Release Agent: Colorless mineral oil which will not stain concrete.
- 2.1.2.3 Waterstops: Select one of the following:
 - a. Volclay RX-101; by American Colloid Company; Arlington Heights, IL.; (708)392-4600.
 - b. Synko-Flex; by Synko-flex Products (Division of Henry Company); Houston, TX; (800)231-4551.

2.2 BASIC MATERIALS

- 2.2.1 Concrete:
As specified in CONCRETE under Project Notes.
- 2.2.2 Reinforcing Steel
 - 2.2.2.1 Bars
ASTM A615, grade 60 or as called out in notes on the drawings.
 - 2.2.2.2 Wire Fabric
ASTM A185, welded steel wire fabric as noted on the drawings.

2.3 MISCELLANEOUS MATERIALS

- 2.3.1 Air Entraining Agent:
ASTM C0260, Master Builders or equal.
- 2.3.2 Dispersing Admixture:
ASTM C-494, Master Builders or equal.
- 2.3.3 Curing Compound:
ASTM C-309, No. 40W by A. C. Horn Company or equal.
- 2.3.4 Joint Filler:
ASTM D1751, pre-molded fiber filler, unless shown otherwise on the drawings.
- 2.3.5 Joint Sealer:
ASTM D-1190, Code 2351.

2.4 CONCRETE MIX DESIGN

- 2.4.1 The retention of the testing firm will be determined between the owner and the contractor. Testing firm to determine actual design mix to be used, based on the following:

- 2.4.1.1 Sidewalks: 3500 psi at 28 days in accordance with ODOT Section 701 (AE).
- 2.4.1.2 All other concrete: 4000 psi at 28 days in accordance with ODOT Section 701 (AE).

PART 3 – EXECUTION

3.1 INSPECTION OF SUBGRADE

- 3.1.1 Inspect subgrades prepared as specified in EARTHWORK and report any deficiencies to the Owner before beginning work. Commencement of work shall indicate acceptance of subgrades by this Contractor.

3.2 CONSTRUCTION

- 3.2.1 Paving:
 - Deliver and place concrete as specified in project plans.
- 3.2.2 Curbs and Gutters:
 - 3.2.2.1 Configurations:
 - Construct to cross-sectional details shown on drawings and at indicated locations. Curbs may be fully formed or pulled and troweled to configurations shown on the drawings.
 - 3.2.2.2 Reinforcement:
 - Reinforce as indicated on the drawings with continuous reinforcing bars lapped 30 bar diameters and securely tied at all splices. Metal chairs shall be used to hold the reinforcing steel in the proper plane.
 - 3.2.2.3 Expansion Joints:
 - Construct expansion joints per detail with joint filler across lengths of curb at all tangent points and at not more than sixty foot intervals, unless otherwise noted differently in the paving joint layout. Construct expansion joints per detail with joint filler between curbs and concrete paving. All fixed objects, such as buildings, poles, pipes, catch basins, etc., within or abutting the concrete shall be separated from the concrete by isolation joints.
 - 3.2.2.4 Finishing:
 - Finish surfaces with dense uniform texture equal to burlap drag or using the fine broom finish.
 - 3.2.2.5 Joints:
 - Fill expansion joints with joint filler except for space 3/4" deep at surface. After concrete has set, clean the open joint above filler and fill with joint sealer in accordance with instructions of sealer manufacturer.

3.2.3 Vehicular Traffic Surfaces:

- 3.2.3.1 Configurations:
 - Construct to cross-sectional details shown on drawings and at indicated locations.
- 3.2.3.2 Reinforcement:
 - Reinforce with #5 minimum size reinforcing bars 24" on center both ways, unless otherwise indicated or noted differently on the drawings.

3.2.3.3 Expansion and Construction Joints:

At intentional points for stoppage of concrete placing, use expansion joints. At unintentional points of stoppage of concrete placing, use continuation of reinforcing through joints. Construct ½-inch wide expansion joints with joint filler at locations shown on the drawings or at not more than thirty foot intervals each way if not shown. Construct ½-inch wide expansion joints with joint filler between curbs and concrete paving. All fixed objects, such as buildings, poles, pipes, catch basins, etc., within or abutting the concrete shall be separated from the concrete by expansion joints.

3.2.3.4 Joint Filling and Sealing:

Fill expansion joints with joint filler except for space ¾" deep at surface. After concrete has set, clean the open joint above filler and fill with joint sealer in accordance with instructions of sealer manufacturer.

3.2.3.5 Finishing:

Vibrate, screed and float concrete to level and test the surface, which shall not vary over 1/4" in ten feet when tested with ten foot straight edge. Finish surface to gritty texture with burlap drag or straight continuous strokes with a stiff bristle push broom. Finish all edges smooth with 1/8" or 1/4" radius.

3.2.4 Walks:

3.2.4.1 Configurations:

Construct to cross-sectional details shown on drawings and at indicated locations.

3.2.4.2 Reinforcing:

Reinforce with 6 x 6 x W1.4, WWF, minimum reinforcing unless otherwise indicated or noted on the drawings.

3.2.4.3 Expansion Joints:

Construct expansion joints as detailed in locations shown on the drawings.

3.2.4.4 Finishing

3.2.4.4.1 General:

Finish surfaces not noted on the drawings to be finished otherwise to a "fine broom" or "burlap drag" gritty surface. Tool all joints and all edges to provide a smooth border to each section or division of the walk. Finish all vertical surfaces in a manner that leaves the exposed surfaces free of "honeycombing" and form marks. Any damaged surfaces shall be repaired and stone-rubbed to match adjacent finished surfaces.

3.3 CURING CONCRETE

- 3.3.1 Apply a white-pigmented type curing compound at a uniform rate of approximately 200 sq. ft./gallon, or as recommended by curing compound manufacturer as soon as the finishing operation has been completed and the concrete has lost its water sheen. The curing procedure must protect the concrete, including all exposed surfaces against loss of moisture and rapid temperature change for a period of not less than four days from the beginning of the curing operation and without damage to, or marking of the finished concrete surface. Traffic shall not be allowed on finished concrete for a minimum period of seven days.

3.4 TESTING

3.4.1 Independent Testing Laboratory:

The retention of the testing firm will be determined between the owner and the contractor. The testing firm will perform concrete cylinder testing. Test cylinders shall be taken and tested by the testing laboratory for each different class of concrete poured in any one day. Cylinders shall be taken in accordance with ASTM C31, and cured and tested in accordance with ASTM C39. One set of four cylinders is required for each 50 cubic yards of concrete or less, placed in any one day. Two cylinders shall be tested at 7 days, two cylinders shall be tested at 28 days.

3.4.2 Tests:

3.4.2.1 Slump Tests

Slump tests shall be taken by the Testing lab when cylinders are taken, and shall show maximum slump and minimum slump in accordance with ODOT specifications for required concrete mix design.

3.4.2.2 Air Entrainment

Unless otherwise required differently by ODOT specs for a specified concrete mix, air content by volume: 5% to 8% based on measurements made in concrete mixtures at point of discharge at job site at time slump tests are made. Air content by volume shall be determined in accord with ASTM C231.

3.4.2.3 A Satisfactory Test:

Defined as a test which shows that the quality of the materials of workmanship meets requirements of the specifications. Where test reveal that the quality of materials or workmanship does not meet the requirements of the specifications, additional tests shall be made as directed by the owner until the number of these tests shall constitute the evidence that the materials and workmanship meet the requirements of the specifications. Contractor shall pay for the failed test results.

3.4.2.4 Additional Tests:

The Engineer may order tests in addition to the number provided for in the schedule if, in his opinion, such additional tests are necessary.

3.4.2.5 Tolerances:

All test results shall not vary more than the tolerance specified in specification and the "Standard Specifications for Highway Construction" latest edition published by the Oklahoma Department of Transportation.

3.4.2.6 Test Schedule:

Contractor shall coordinate the construction activities with the Owner/testing lab to allow adequate notice for sample collection by the testing lab. Contractor shall make good faith efforts to minimize the time spent in collecting samples by the testing lab. The schedule of tests to be furnished by the testing lab as a minimum is specified as follows:

<u>SUBGRADE TEST SCHEDULE</u>		
<u>DESCRIPTION</u>	<u>METHOD OF TEST LATEST YEAR VERSION</u>	<u>QUANTITY OF ITEM REPRESENTED BY <u>ONE TEST</u></u>
(A) PREPARATION OF SOIL MECHANICAL ANALYSIS	AASHTO T-87	REFER TO SPECIFICATIONS, PLANS & SOILS REPORT
(B) MECHANICAL ANALYSIS OF SOILS	AASHTO T-88	
(C) LIQUID LIMIT OF SOIL	AASHTO T-89	
(D) PLASTIC LIMIT AND PLATIC INDEX	AASHTO T-90	
(E) SOIL CLASSIFICATOIN	AASHTO T145	
(F) FIELD DENSITY TEST	ASTM D2922	

3.5 CLEANING CONCRETE

- 3.5.1 Concrete sidewalks and related work shall be hosed down with water, scrubbed with fiber brushes, allowed to dry and be left broom clean and in condition acceptable to the Owner.

3.6 CLEAN-UP

- 3.6.1 Upon completion of work of this section remove related debris from premises.

END OF SECTION

**SECTION 02810
IRRIGATION SYSTEM**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide irrigation system where shown on the drawings and as specified herein complete in place, tested and approved, including, but not necessarily limited to:
 - 1. Irrigation system.
 - 2. Automatic controller and remote control valves.
 - 3. Water meter and backflow preventer.

- B. Related Work:
 - Section 02938: Sod.
 - Section 02950: Exterior Plants.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.03 SUBMITTALS

- A. Comply with provisions of Section 01340.

- B. Product data: After the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - 3. Manufacturer's recommended installation procedures which, when approved by the Owner's Representative will become the basis for accepting or rejecting actual installation procedures used on the work.
 - 4. One (1) made up head, nozzle and swing joint to lateral of each type required on project. Label each component.
 - 5. Record drawings of complete system. Measurements on record drawings shall be surveyed or triangulated from permanent objects.

PART 2 – PRODUCTS

2.01 PIPE

- A. Main Line Piping:
 - 1. Two and one-half Inch (3") Diameter and Larger: Polyvinyl Chloride (PVC) 1120-1220 SDR 21.0, Class 200 rubber gasketed joint pipe, conforming to ASTM D1784 and

- ASTM D2241. Rubber gasket shall conform to ASTM D3139 and shall be provided by pipe manufacturer.
2. Three Inch (3") and Smaller: Polyvinyl Chloride (PVC) 1120-1220 Schedule 40, belled end solvent weld, and conforming to ASTM D 1784, cell class 12454 and ASTM 1785.
- B. Lateral Piping:
1. One-Half Inch (1/2"): Polyvinyl Chloride (PVC) 1120-1220, SDR 13.0, Class 315 belled end solvent weld, and conforming to ASTM D 1784 cell class 12454 and ASTM D 2241.
 2. Three Quarter Inch (3/4") to Three Inch (3") Diameter: Polyvinyl Chloride (PVC) 1120-1220, SDR 21.0, Class 200 belled end solvent weld, and conforming to ASTM D 1784 cell class 12454 and ASTM D 2241.
 3. Flex Pipe: Rain Bird 1/2" thick walled polyethylene tubing model SPX-FLEX100.
- C. Schedule 80 PVC machined nipples for shrub risers in planting bed area as shown on drawings.
- D. Sleeve Piping to Protect Pipe or Control Wires at Roads, Sidewalks or Below Grade Crossings: Polyvinyl Chloride (PVC) 1120-1220 Schedule 40, belled end solvent weld, and conforming to ASTM D 1784, cell class 12454 and ASTM 1785. Sleeve size not shown on project drawings shall be a sized a minimum of two (2) times the diameter of the crossing pipe. Minimum size of sleeves shall be 2 inches. All irrigation control wires shall be routed in a separate sleeve with a minimum diameter of 2 inches.

2.02 FITTINGS

- A. Main Line Fittings:
1. Main line fittings three inch (3") and smaller at all points of direction change such as 22.5, 45, tees or 90 degree turns shall be solvent weld with a minimum of Schedule 40 dimensions and shall meet the requirements of ASTM Specification D 2466-78. Schedule 40 fittings shall be Spears Manufacturing or approved equal.
 2. Installation of electric control and quick coupling valves on two and one-half inch (2-1/2 diameter and larger main line pipe shall be with the ductile iron saddles (with o'ring seals and full circumferential support and stainless steel straps. PVC Schedule 80 fittings and nipples shall be used on all fittings required between the mainline tap and the electric control valve as well as the threaded connection between the electric control valve and the lateral piping. Schedule 80 fittings shall be Spears Manufacturing or approved equal. Contractor shall use manufacturer's recommended sealing compounds and/or teflon tape according to manufacturer's recommended practice for the specific application
 3. Main line fittings two inch (2") and smaller at all points of direction change such as 22.5, 45, tees or 90 degree turns shall be solvent weld with a minimum of Schedule 40 dimensions and shall meet the requirements of ASTM Specification D 2466-78. Schedule 40 fittings shall be Spears Manufacturing or approved equal.
 4. Service tees attaching the control valves and quick coupling valves onto the main line two and one-half inch (2-1/2") and smaller shall be PVC Schedule 80 solvent welded or threaded fittings and shall meet ASTM D 2467 and ASTM D 2464

respectively. PVC Schedule 80 fittings and nipples shall be used on all fittings required between the main line tap and the electric control valve as well as the threaded connection between the electric control valve and the lateral piping. Schedule 80 fittings shall be Spears Manufacturing or approved equal. Contractor shall use manufacturer's recommended sealing compounds and/or teflon tape according to manufacturer's recommended practice for the specific application

- B. Lateral line Fittings: Solvent welded fittings shall be Schedule 40 dimensions and wall thickness and shall meet the requirements of ASTM Specification D 2466 and shall be used on all piping downstream of electric control valves except threaded connections between the control valve and the piping which shall be Schedule 80 as described in 2.02 A.2..
- C. All 1/2" inlet spray heads and 3/4" inlet rotary heads shall be connected to the irrigation piping utilizing 1/2" thick walled polyethylene tubing (Rain Bird Model SPX-FLEX100) and appropriate insert fittings (Rain Bird Models SBE-050, SBE-075, SBA-050, SBA-075). Sufficient lengths of flexible pipe shall be used to form a sweeping arc to insure that spray heads are supported properly and allow for vertical adjustment and movement during service.

2.03 SWING JOINT RISERS

- A. Swing Joints: All 1" inlet rotary heads shall be installed on prefabricated, manufactured swing joint assembly rated for 315 psi with prelubricated buttress threads and O'ring seals equal to Spears Manufacturing Co. Series 5806-01012 (SpigxMipt) or 5807-01012 (MiptxMipt). All 1" inlet quick coupling valves shall be installed on prefabricated, manufactured swing joint assembly rated for 315 psi with prelubricated buttress threads and O'ring seals equal to Spears Manufacturing Co. Series 5807-01012.

2.04 VALVES

- A. Main Line Isolation Gate Valves:
 - 1. Solvent Weld Pipe (three inch (3") and smaller) shall be bronze, threaded, screw-in bonnet with non-rising stem rated for a 125 psi WSP and 200 psi non-shock WOG. The valve shall be of domestic manufacture, shall meet Federal Specifications MSS SP-80 equal to Hammond Model IB645.
- B. Electric Control Valve Isolation Valves: 2" and smaller shall be of the ball type, plastic construction, tru-union threaded ends and have a maximum pressure rating of 235 psi at 73 degrees F. The valves shall be equal to Spears Model 3629-XX size the same as the control valve.
- C. Electric Control Valves:
 - 1. Valve shall be glass filled high strength nylon body and bonnet, electrical solenoid operated, normally closed, diaphragm globe valves. The valve shall have a 200 psi CWP rating and shall have a five year trade warranty. The valve shall be activated by a 24 V.A.C. solenoid. Flow control stem shall be non-rising. The valve cover shall be secured to the body with stainless steel threaded studs and nuts. Bleeding of

- water during manual operations shall be either internal or external. The valve shall be as manufactured by Rain Bird Sprinkler Mfg. Inc. Model 100-PEB 1", 150-PEB 1 1/2" or 200-PEB 2" as shown on the drawings.
2. Drip zone valves shall be as specified in 1. above with the addition of a self-cleaning stainless steel screen designed for use in dirty water applications. Valves shall be manufactured by Rain Bird Sprinkler Mfg. Inc. Model 100-PESB 1" or 150-PESB 1 1/2" as shown on the drawings or approved equal.
- D. Quick Coupling Valves and Keys: Valve equal to Rain Bird 44LRC with spring loaded locking rubber cover. Valve key shall be same manufacturer of valve equal to Rain Bird 55DK with bronze hose swivel adapters, Rain Bird SH-1. Quick coupling valve shall be prevented from rotation with Leemco Model LS-120 valve stabilizer.
- E. Automatic Drain Valves: Drain valves shall be model 22163 (1/2") or 22167 (3/4") as manufactured by King Innovation, Inc. At least four (4) drains per piping zone shall be installed at the points of lowest elevation to permit proper drainage in areas susceptible to freezing.
- F. Inline check valves to prevent low head drainage shall be the same size as the line they are installed in. They shall be PVC, 200 PSI pressure rating at 72 degrees F. and shall be spring adjustable from 5 lbs to 15 lbs of spring tension. Check valves shall be equal to FLO Model 1205-XX (XX denotes size of valve) or approved equal.
- G. Backflow Preventer and Enclosure:
1. Provide backflow preventer equal to Wilkins Model 975XLSE or Pressure Vacuum Breaker - Wilkins Model 720a as shown on drawings meeting the requirements of the local governing municipality for irrigation system use. The backflow preventer shall be installed using Type L copper pipe and shall incorporate two (2) unions for ease of installation and maintenance.
 2. The backflow preventer shall be protected from freeze damage by covering it with an insulated cover and using thermostatically controlled "heat tape". The insulated box shall be constructed of fiberglass, hinged to provide full access to the preventer. The enclosure shall be designed to accommodate the heat tape, for the recommended drain size and for the size of the backflow preventer to be installed. The box shall be "Hot Box", Model HB2.0 as manufactured by Northeast Florida Enterprises, Inc. or approved equal.
 3. The backflow preventer protective cover shall be installed on a concrete footing constructed of a minimum 3500 psi concrete and shall meet the requirements of the backflow preventer cover manufacturer's recommendation for size and mounting requirements including hardware. Contractor shall reference installation detail drawings for details of the base. The ground shall be hand excavated to provide a solid surface for the concrete foundation. The surface of the concrete base must be finished level to insure proper installation of the cover.

2.05 VALVE BOXES

- A. Valve boxes for isolation valves, quick coupling valves, low-volume (drip) air relief valves and in-line check valve locations shall be 10-inch round valve boxes with bolt down covers equal to Carson Industries, Inc. model 910-12 or NDS Pro Series model 212-BC with 8" I.D. corrugated polyethylene pipe, as manufactured by Advanced Drainage Systems, Inc. (ADS), cut to length as required for extensions.
- B. Valve boxes for automatic electric control valves (non drip zones) and master control valves shall have green body and lid with bolt down cover, minimum 14" x 19" rectangular with 6" rectangular extensions as required, as manufactured by Carson Industries, Inc. models 1419-13 (box) with 1419E-1 (6" extensions) or NDS Pro Series model 214-BC with model 214-6 6" extensions or approved equal.
- C. Valve boxes for automatic electric control valves (drip zones) shall be 13"x20" ("jumbo") valve boxes with green body and lid with bolt down covers equal to Carson Industries Inc. model 1220-12 with model 1220E-1 6" extensions or NDS Pro Series model 218-BC with model 218-6 6" extensions.
- D. Valve boxes for wire splices shall be 10-inch round valve boxes with bolt down covers equal to Carson Industries, Inc. model 910-12 or NDS model 212-BC with 8" I.D. corrugated polyethylene pipe, as manufactured by Advanced Drainage Systems, Inc. (ADS), cut to length as required for extensions. All splices shall be in separate valve boxes and not included with isolation valves.

2.06 SPRINKLER HEADS

- A. Turf Spray Heads: 4" Pop-up - Rain Bird 1804-SAM-PRS with internal check valve and pressure regulator incorporated into stem or approved equal. Nozzles for spray heads shall be manufactured with matched precipitation rates such that nozzles of different radii can be valved together on the same zone.
- B. Planter Spray Heads: 6" Pop-up - Rain Bird 1806-SAM-PRS with internal check valve and pressure regulator incorporated into stem or approved equal. Nozzles for spray heads shall be manufactured with matched precipitation rates such that nozzles of different radii can be valved together on the same zone.
- C. Shrub Spray Heads: Shrub Spray Heads: 12" Pop-up - Rain Bird 1812-SAM-PRS with internal check valve and pressure regulator incorporated into stem or approved equal. Nozzles for spray heads shall be manufactured with matched precipitation rates such that nozzles of different radii can be valved together on the same zone.
- D. Rotary Sprinkler Heads:
 - 1. Mid-Range Rotor Heads (3/4" Inlet): 4" Pop-up, top screwdriver adjust, rubber cover, water lubricated gear drive with radius reduction adjustment of at least 25

percent. Rotor shall have a 3/4" inlet and a pressure activated wiper seal. Sprinkler shall have enhanced water distribution nozzles with "Rain Curtain" technology to insure even water distribution throughout the spray pattern. Flow shut-off capability shall be provided in the flow path to permit servicing the sprinkler head with the system is under pressure. The rotor shall have an in-stem pressure regulator reducing the pressure to 45 psi for optimal nozzle performance. The sprinkler shall have at least a 5 year trade warranty. 4" pop-up rotors shall be Rain Bird model 5004-PL-PC (part circle) or 5004-PL-FC (full circle) or approved equal.

2. Long-Range Rotor Heads (1" Inlet): 4" Pop-up, top screwdriver adjust, rubber cover, water lubricated gear drive with radius reduction adjustment of at least 25 percent. Rotor shall incorporate nozzles with advanced water distribution assuring near-head water placement and uniformity ("Rain Curtain"). A check valve shall be provided to prevent low head drainage. Rotor shall have a 1" inlet, a pressure activated wiper seal and tapered stainless steel riser to protect internal assembly from debris and ensure positive pop-up and retraction. Rotor shall have at least a 5 year trade warranty. Rotor shall be Rain Bird model F4-PC-SS (part circle) or F4-FC-SS (full circle) or approved equal.
3. Long-Range Rotor Heads (1" Inlet) For Dust Control: 4" Pop-up, top screwdriver adjust, rubber cover, water lubricated gear drive with radius reduction adjustment of at least 25 percent. Rotor shall incorporate nozzles with advanced water distribution assuring near-head water placement and uniformity ("Rain Curtain"). Rotor shall be equipped with high speed of rotation option for dust control. A check valve shall be provided to prevent low head drainage. Rotor shall have a 1" inlet, a pressure activated wiper seal and tapered stainless steel riser to protect internal assembly from debris and ensure positive pop-up and retraction. Rotor shall have at least a 5 year trade warranty. Rotor shall be Rain Bird model F4-PC-SS (part circle) or approved equal.

2.07 LOW VOLUME (DRIP) IRRIGATION EQUIPMENT

- A. Irrigation in planting zones shall incorporate a pressure compensating sub-surface emitter tubing with emitters spaced on 12" or 18" centers with a flow rate of 0.6 gallons per hour (GPH) and shall be model XFS-06-12 or XFS-06-18 as manufactured by Rain Bird Corporation, Inc. or approved equal.
- B. Pressure regulating filters shall Rain Bird model PRB-QKCHK-200M Pressure-Regulating Quick Check Basket Filter for flows between 3 and 20 gpm.
- C. The Air/Vacuum Relief Valve shall be equal to Rain Bird model ARV-12 with adapter fittings. Valve shall be placed in 6" round valve box as shown on detail drawings.
- D. The fittings used to connect the dripline to PVC pipe, PVC fittings, valves and other dripline tubing shall be manufactured by the dripline manufacturer specifically for the installed tubing and for the pressure rating of the pressure regulator. Stakes to hold the dripline tubing in place shall be equal to Rain Bird model TDS-050 w/ bend or approved equal.

2.08 AUTOMATIC IRRIGATION CONTROLLER AND RAIN/FREEZE SENSOR

- A. Controller shall be electronic, compatible with electric control valves have multistation, mounted in a U.L. approved rainproof housing and have the following features:
1. Four independent program with multiple start times for each program. Program start times shall be stackable.
 2. Non-volatile program memory in case of power supply failure.
 3. Four cycle modes (odd days, even days, cyclical or custom) for each program.
 4. Water budgeting by program from 0 to 300 percent in 1 percent increments.
 5. Environmental sensor inputs and override switch with LED indicator light.
 6. Test program with variable times and manual and semi-automatic starts of individual stations and programs.
 7. Master valve/pump start circuit, programmable by station

The wall mount controller shall be as manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, California Model ESP-XXME or approved equal with size as required by irrigation design.

- B. Wireless Rain and Freeze Sensor. The rain sensor shall shut off the irrigation system when the measured rainfall equals or exceeds the shutoff setting of the sensor device. The freeze sensor shall be adjustable between 33 degrees F. and 41 degrees F. and shall shut off the irrigation system when the temperature reaches at or below the set point. The device shall be adjustable with positive stops from 1/8th inch to 1/2 inch. Sensor shall have quick shut-off capability to suspend irrigation during a rain event. The device shall be U.L. rated, maintenance free and shall absorb water and shall dry out at rates similar to turf. The device shall have a self-leveling bracket which can be mounted to flat surfaces or rain gutters. Sensor shall be installed within 700 feet line-of-sight between sensor and irrigation controller. The wireless device shall be manufactured by Rain Bird Mfg, Model WR2RFC or approved equal. Provide one (1) combination rain and freeze sensor per controller.

2.09 CONTROL CABLE AND SPLICING MATERIALS

- A. Wire types and installation procedures shall be checked to conform to local codes.
- B. All control wiring to be used for connecting the remote control valves to the controller shall be 14 gauge and all common wire shall be 14 gauge. The wire shall be Type UF, 600 Volt, single conductor solid copper wire with PVC insulation and shall bear UL approval for direct underground burial feeder cable. Insulation shall be 4/64" thick minimum covering ICC-100 compound for positive waterproofing protection.

- C. All electrical connections shall be waterproof so that there is no chance for leakage of water and corrosion build-up in the joint. The type of connection to be used shall be 3M DBY direct bury splice kits or King Silicone Filled Safety Connectors, King Model 6T Tan or approved equal.

2.10 OTHER MATERIALS

- A. Provide other materials, not specifically described, but required for a complete and proper installation, as selected by the Contract and subject to the approval of the Owner's Representative.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until satisfactory conditions are corrected.

3.02 FIELD MEASUREMENTS

- A. Make necessary measurements in the field to ensure precise fit of items in accordance with the approved design.

3.03 TRENCHING AND BACKFILLING

- A. Perform all excavations as required for installation of work included under this Section, including shoring of earth banks, if any hazard of cave-in exists, or if required by federal, state or local codes or ordinances, if necessary.
- B. Restore all surfaces, existing underground installations, etc., damaged or cut as a result of the excavations, to their original condition.
- C. Dig trenches wide enough to allow a minimum of six inches (6") between parallel pipe lines. Trenches shall be of sufficient depth to provide minimum cover from finish grade as follows:
 - 1. Twenty (20") inches of cover on all main line pressurized pipe. Fifteen (15") of cover on all lateral lines.
 - 2. All PVC pipe under paving shall be bedded with minimum of four inches (4") of sand backfill on all sides and have two feet (2') cover.
 - 3. Manual drain valves shall be located as shown on plans.
 - 4. All pipe in rock to be a minimum of six inches (6") from rock in any direction, then sand backfill as in 3.03 C.2.
- D. With Owner's Representative permission and only when necessary, saw cut existing paving.

3.04 INSTALLATION OF PIPING

- A. General: Lay out the piping system in accordance with arrangement shown on the drawings.
- B. Piping Depth: Install piping with at least twenty (20") inches of cover over the main irrigation line and fifteen (15") over the lateral piping.
- C. Conduits and Sleeves:
 - 1. Contractor is responsible for the placement and installation of all sleeves whether shown on the drawings or not. Install sleeves under paving and other improvements prior to construction. Install where required to accommodate piping at proper depth to prevent damage by other construction activities and to provide specified burial depth for irrigation pipe. Location of sleeves shall be recorded and marked on as-built drawings.
 - 2. Install sleeves for all pipes passing through or under walls, walks and paving as shown on drawings. Inside diameter of sleeving to be at least two times outside diameter of pipe and adequate to accommodate retrieval of wiring or piping for repair and shall extend one foot (1') beyond edge of paving or other construction. Minimum sleeve size shall be 2". A separate minimum 2" conduit shall be installed for 24 volt control wires.
 - 3. Furnish and install conduit where control wires pass under or through walls. Conduits shall be of adequate size to accommodate retrieval for repair of wiring and shall extend one foot (1') beyond edge of walls.
- D. Inspection of Materials: Carefully inspect pipe and fittings before installation, removing all dirt, scale and burrs and reaming as required. Install pipe with markings facing up for visual inspection.
- E. Plastic Pipe:
 - 1. Exercise care in handling, loading, unloading and storing plastic pipe and fittings:
 - a. Store under cover until ready to install.
 - b. Transport only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load.
 - 2. Damaged pipe may only be used by cutting out and discarding the dented or damaged section and for necessary short sections only.
 - 3. Solvent weld pipe and fitting connections shall be made according to ASTM D 2855-83 Standard Practice for making solvent-cemented joints with Poly (Vinyl Chloride) (PVC) pipe and fittings. Special care shall be taken to:
 - a. Cut pipe square, remove burrs and chamfer 2 inch pipe and larger.
 - b. Apply uniform coating on all parts with lighter coats on sockets.
 - c. Avoid pockets of cement left in joints.
 - d. Use small cans to maintain cement's original viscosity.
 - e. Make joints immediately and hold to prevent pipe from pushing out.
 - 4. In joining, use only the cement rated for the specific class and size of pipe being connected and make joints in accordance with the manufacturer's recommendations as approved by the Owner's Representative.

- a. Give solvent welds at least one (1) hour set-up time before moving or handling and 24 hours curing time before filling with water.
 - b. Cement: "Rain-R-Shine" as manufactured by Oatey.
 - c. Primer: "Purple Primer" as manufactured by Oatey.
 - d. Cold Weather Cement (temperatures below 40 degrees F): "Polarweld" as manufactured by Weldon.
- 5. Center load plastic pipe with a small amount of backfill to prevent arching and whipping under pressure.
 - 6. Plastic-to-steel connections:
 - a. Work the steel connections first.
 - b. Use a non-hardening pipe dope on threaded plastic-to-steel connections.
 - c. Use only a light wrench pressure.
 - 7. Threaded joints for plastic pipes:
 - a. Use Teflon tape on the threaded PVC fittings.
 - b. Use strap-type friction wrench only. Do not use metal jawed wrench.
- F. Galvanized Pipe:
- 1. Make cuts square with cuts thoroughly reamed and rough edges and burrs removed.
 - 2. Make threads sure, clean cut and well fitting.
 - 3. Use pipe dope on male fittings only.
 - 4. Make screwed joints tight with all necessary wrenches but without handle extensions.
- G. Pipe Installation:
- 1. Bed pipes in sand per paragraph 3.03 C.2. as accepted by Owner's Representative on all sides of piping (only if very rocky) with no rocks or clods over 1" diameter to provide a uniform bearing.
 - 2. Pipe shall be snaked from side to side of trench bottom to allow for expansion and contraction. One (1) additional foot per one hundred (100) feet of pipe is the minimum allowance for snaking.
 - 3. Do not lay PVC pipe when there is water in the trench.
- H. Concrete Thrust Blocks for main line pipe three inches (3") and larger:
- 1. Install minimum of two (2) cubic foot thrust blocks of 3,500 psi concrete where the irrigation main changes direction at ells and tees, where the main terminates and under gate valves.
 - 2. Size blocks for these mains and place in strict accordance with the pipe manufacturer's specifications. Size shall be adequate and so placed as to take all thrust created by the maximum internal water pressure.
 - 3. Do not pressure test for a period of 36-48 hours following the completion of pouring of blocks.

3.05 INSTALLATION OF EQUIPMENT

- A. Gate Valves:
- 1. Install valves as shown on plans with a minimum of twenty (24") inches apart. For

larger rubber gasketed pipe, anchor with thrust block. Install valve box flush with finish grade.

B. Sprinkler Heads:

1. All sprinklers shall be installed on flexible connections or swing joints as specified in Section 2.02 "Fittings" and shall be set plumb and level with the final turf grade.
2. Rotary heads to be installed as detailed on the plans. Part-circle rotary heads shall be six inches (4") from adjacent walks, curbs and paved areas.
3. Lawn spray heads to be installed as detailed on the plans. Part-circle heads shall be six (4") inches from adjacent walks, curbs and paved areas.
4. Copper shrub risers to be installed as detailed on the plans. Part-circle heads shall be six (6") inches from adjacent walks, curbs and paved areas.
5. All sprinklers shall be installed on flexible connections or swing joints as specified in Section 2.02 "Fittings" and shall be set plumb and level with the final turf grade.

C. Sub-surface Dripline Installation

1. Sub-surface in-line emitter drip tubing shall be installed in designated areas by hand excavation or trenching.
2. In-line emitter drip tubing is to be installed 4 inches from all planter edges, curbs and walls. Spacing of in-line emitter tube is to be either 12 inches center-to-center or 18 inches center to center in all irrigated areas as shown on the irrigation plan drawings and details.
3. In-line drip tubing shall be secured with stakes. Stakes shall be spaced to ensure that tubing does not shift location in presence of foot traffic, operations, gravity on slope installations, or environmental effects. Stake in-line drip tubing at minimum 3-foot intervals and at either side of tubing fittings, such as tee, elbow and crosses to prevent movement.

C. Quick Coupling Valves:

1. Install on a swing joint assembly as detailed on the drawings.

D. Automatic Controller:

1. The irrigation controller shall be mounted level and plumb at the specified location shown on the contract drawings according to manufacturer's recommendations. Electrical conduit PVC sweep ells shall be used for the entering and exiting of building footings/foundations or pedestal pads for the 24 volt wires. Electrical conduit shall be used for protection of 24 volt wires entering the controller.
2. Hard wire 120 volt controller power wires to electrical junction box provided by others. All electrical work to supply power to the controller shall be by contractor and shall be installed according to local electrical codes.
3. Connect valves per local code and manufacturer's latest printed instructions.
4. Connect remote control valves to controller in sequence specified on drawings or by Owner's Representative to correspond with station setting.
5. Connect telephone line to controller with electrical conduit.
6. Affix controller name (i.e. "Main Controller") on inside of controller cabinet door with minimum of one inch (1") high letters.

7. Install weather proof tag as to name of installer and dates of warranty.
- E. Control Wiring:
1. Install control wires with sprinkler mains and laterals in common trenches wherever possible. Lay to the side of pipe line. The side of the trench in which the wires are located shall be free of stones and other hard material which might injure the wire insulation. Backfill material placed against the wires shall be select material especially free from stones or other material with might injure the insulation. Provide ten feet (10') looped slack at valves and snake wires in trench to allow for contraction of wires. Tie wires in bundles of ten feet (10') intervals.
 2. Control wire splices at remote control valves to be crimped and sealed with specified splicing materials. Line splices will be allowed only on runs of more than five hundred feet (500'). Splices to be made in valve boxes only and with a minimum of 24 inches (24") of slack. All splices shall be made in a minimum 10" round valve box. All connections at the electric control valves and splice points shall be water-proofed with the system specified in Section 2.09. All electrical connections shall meet local codes.
 3. When wire runs do not follow pipe trenches, lay them in a straight line which will be carefully located on the "as-built" drawing. If a change of direction is required in these runs, make it as an angle between two straight runs, and not as a sweeping curve. Install a 10" round valve box, as described above, at the angle point and leave sufficient slack in all wires to allow them to be raised at least 24 inches above grade. Contractor shall accurately locate the 10" round box with measurements on the "as-built" drawing.
 4. Electrical Service: All electrical equipment and wiring shall comply with local and state codes and be installed by those skilled and licensed in the trade. Unless governing codes specify otherwise, low-voltage (24 VAC) control wire may be installed by the Contractor. All electrical connections shall conform to the National Electrical Code, latest addition.
- F. Backflow Preventer and Protective Enclosure:
1. Install where indicated on the drawings and in accordance with all pertinent codes, regulations, installation detail drawings and the manufacturer's recommendations as approved by the Owner's Representative.
 2. Install pre-fabricated enclosure over backflow preventer. Place on 6" minimum thick concrete pad sized to accommodate attachment per manufacturer's requirements. Provide electrical connection and install heater or heat cable.
- G. Set valve box covers level at finish grade. Rectangular valve boxes to be placed parallel to nearby curbs and walks or other improvements. Valves and valve boxes shall be installed where shown or directed, and shall be set plumb. Valve boxes shall be centered on the valves. Where feasible, valves shall be located outside the area of natural walkways or paths and shall be placed in groundcover areas where possible. Earth fill shall be carefully tamped around each valve box. Valve boxes should be supported or blocked such that any surface loads on the valve boxes will not be transmitted below to the pipe or valves. Washed gravel sumps shall be provided below all valve boxes to permit drainage of water away from valves. Minimum depth of gravel sump is 6 inches.

- H. Install at least four (4) automatic drain valves per zone at all low points sections of lateral piping (lines downstream from valves) to insure complete drainage of system when not in use.
- I. Combination rain and freeze sensors shall be installed according to manufacturer's recommendations and shall be installed at locations approved by Owner.

3.06 TESTING AND INSPECTING

- A. Do not allow or cause any of the work of this Section to be covered up or enclosed until it has been inspected, tested and approved by the Owner's Representative.
- B. Before backfilling the main line, and with control valves in place, but before lateral pipes are connected, completely flush and test the main line.
 - 1. Repair leaks.
 - 2. Flush out each section of lateral pipe before sprinkler heads are attached.
- C. Pressure Testing:
 - 1. Make necessary provisions for thoroughly bleeding the line of air and debris.
 - 2. Before testing, fill the line with water for a period of at least 24 hours.
 - 3. After valves have been installed, test live water lines for leaks at a pressure of 100 psi or more for a period of two hours, with couplings exposed and with pipe sections center loaded. Water test only, no air.
 - 4. Provide required testing equipment and personnel.
 - 5. Repair leaks and retest until acceptance by the Owner's Representative.
- D. Performance Test:
 - 1. Upon completion of the irrigation system installation including all pressure tests, Contractor shall conduct a performance test of the complete system to insure that all components are functioning properly. Performance test shall consist of operating the system through a complete irrigation cycle per day for two (2) consecutive days. Contractor shall be at the site to monitor the performance tests and make any adjustments and corrections as needed during the testing period.
 - 2. The Contractor shall balance and adjust the various components of the system so that overall operation of the system is most efficient. This includes but is not limited to adjustments to pressure regulators, part-circle sprinkler heads, spray head and rotary head radius adjustments and individual station adjustments on the controllers.
- E. Final Inspection:
 - 1. Clean, adjust and balance all systems. Verify that:
 - a. Remote control valves are properly balanced.
 - b. Heads are properly adjusted for radius and arc of coverage.
 - c. The installed system is workable, clean and efficient.

3.07 BACKFILL AND COMPACTING

- A. After system is operating and required tests and inspections have been made, backfill excavations and trenches with existing excavated material as accepted by Owner's Representative.
- B. Backfill for all trenches, regardless of the type of pipe covered, shall be compacted to minimum 95% density under pavements, 85% under planted areas.
- C. Compact trenches in areas to be planted by thoroughly flooding the backfill. Jetting process may be used in those areas.
- D. Dress all areas to finish grade.

3.08 RESODDING

- A. Sod around heads only. In fescue, seed and fertilize only.

3.09 INSTRUCTIONS

- A. Submit maintenance instructions on all items requiring manufacturer's standard detail submittal.
- B. Record drawings: Submit reproducible mylar plan of completed facilities as installed. It shall show any changes from the original layout, location of all heads and pipe sizing, valve location or sprinkler heads. It shall dimension the location of all valves from permanently fixed objects and indicate the path of control wiring to all remote valves.

3.10 CLEAN UP

- A. Keep all areas of work clean, neat and orderly at all times. Keep paved areas clean during installation. Clean up and remove all barricades and debris from the entire work area prior to final acceptance of the Owner's Representative.

3.11 WARRANTY

- A. Contractor shall guarantee 100% coverage of the areas to be irrigated.
- B. Contractor shall guarantee trenches from future settlement and shall be responsible for repair of any grading and sod damage in repairing a trench for one year.
- C. All materials, equipment and installation shall be fully guaranteed for a period of one year from the date of final acceptance. Adjustments for proper operation shall be accomplished by the Contractor at no cost throughout the guarantee period. The need for adjustments will be at the discretion of the Owner.

END OF SECTION

**SECTION 02938
SODDING**

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizing.
- D. Sod installation.
- E. Maintenance.

1.02 RELATED SECTIONS

- A. Section 02218. - Landscape Grading: Preparation of subsoil and placement of topsoil in preparation for the work of this Section.
- B. Section 02811 - Underground Sprinkler System.
- C. Section 02950 – Exterior Plants.

1.03 REFERENCES

- A. ASPA (American Sod Producers Association) - Guideline Specifications to Sodding.
- B. FS 0-F-241 - Fertilizers, Mixed, Commercial.

1.04 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.05 QUALITY ASSURANCE

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience.
- B. Installer: Company approved by the sod producer.
- C. Sod: Minimum age of 24 months, with root development that will support its own weight, without tearing, when suspended vertically by holding the upper two corners.

D. Submit sod certification for grass species and location of sod source.

1.06 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.07 TESTS

A. Provide analysis of topsoil fill.

1. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.

1.08 MAINTENANCE DATA

A. Submit maintenance data for continuing Owner.

B. Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

1.09 DELIVERY, STORAGE, AND HANDLING

A. Deliver sod on pallets. Protect exposed roots from dehydration.

B. Do not deliver more sod than can be laid within 24 hours.

1.10 COORDINATION

A. Coordinate the work of this Section with installation of underground sprinkler system piping and watering heads.

1.11 MAINTENANCE SERVICE

A. Maintain sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition, or until date of substantial completion, whichever is longer with a minimum of two cuttings.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Sod: ASPA Field grown grade; cultivated grass sod; type indicated below; with strong fibrous root system, free of stones, burned or bare spots; containing no weeds.

1. Sod species noted on plans.

- B. Sod to be grown in material qualifying as topsoil. Mostly impervious clay will not be accepted as topsoil.
- C. Topsoil: Fertile. agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.
- D. Fertilizer: FS 0-F-241C, Type 1, Grade A; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil as indicated in analysis to the following proportions: nitrogen 16 percent, phosphoric acid 16 percent, soluble potash 8 percent.
- E. Water: Clean, fresh, and free of substances or matter that could inhibit vigorous growth of grass.

2.03 ACCESSORIES

- A. Sod Staple as per sod producer recommendation.

2.04 HARVESTING SOD

- A. Machine cut sod and load on pallets in accordance with ASPA guidelines.
- B. Cut sod in area not exceeding one sq yd, with minimum 3/4 inch and maximum one-inch topsoil base.

PART 3 – EXECUTION

3.01 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this Section.
- B. Beginning of installation means acceptance of existing site conditions.

3.02 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials and undesirable plants and their roots. Do not bury foreign material beneath areas to be sodded. Remove contaminated subsoil.
- C. Scarify subsoil to a depth of 4 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.

3.03 PLACING TOPSOIL

- A. Spread topsoil to a minimum depth of 4 inches over area to be sodded.
- B. Place topsoil during dry weather and on dry unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material while spreading.
- D. Grade to eliminate rough, low, or soft areas, and to ensure positive drainage.
- E. Install edging at periphery of sodded areas in straight lines to consistent depth.

3.04 FERTILIZING

- A. Apply fertilizer per soil test recommendation.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 24 hours before laying sod.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.05 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod within 24 hours after harvesting to prevent deterioration.
- C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Lay smooth. Finish grade of sodding to be smooth and free of bumps and depressions. Align with adjoining grass areas. Place top elevation of sod 1/2 inch below adjoining edging or paving curbs.
- E. Lay sod perpendicular to slopes and direction of water flow.
- F. Secure sod on slopes with sod staples as necessary.
- G. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities. Roll sodded areas with roller not exceeding 300 lbs.

3.06 WARRENTY

- A. Sod to be in healthy condition and growing at the time of final acceptance. If sod is installed during the dormancy period, warranty to extend to one month into growing season.

3.07 MAINTENANCE

- A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- B. Neatly trim edges and hand clip where necessary.
- C. Immediately remove clippings after mowing and trimming.
- D. Water to prevent grass and soil from drying out.
- E. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- F. Immediately replace sod to areas that show deterioration or bare spots.
- G. Protect sodded areas with warning signs during maintenance period.
- H. Roll or top-dress lawn area to eliminate any bumps or depressions.
- I. Control weeds with appropriate herbicide per manufacture's recommendations.

END OF SECTION

**SECTION 02950
EXTERIOR PLANTS**

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Trees, plants, and ground cover.
- B. Topsoil bedding.
- C. Temporary support.
- D. Maintenance service.

1.02 RELATED SECTIONS

- A. Section 02811 - Underground Sprinkler System.
- B. Section 02938 - Sodding

1.03 REFERENCES

- A. American Standard for Nursery Stock ANSI Z60.1 –American Association of Nurserymen – latest edition.
- B. FS O-F-241 - Fertilizers, Mixed, Commercial.

1.04 OPERATION AND MAINTENANCE DATA

- A. The Contractor shall submit instructions for continuing Owner maintenance.
- B. Data shall include cutting and trimming methods; types, application frequency, and recommended coverage of fertilizer; and seasonal care considerations.

1.05 QUALITY ASSURANCE

- A. Nursery: Company specializing in growing and cultivating the plants specified in this section with minimum three years' experience. Plants shall be in accordance with the American Standard for Nursery Stock. Plants shall be symmetrical; well branched, typical for variety and species; sound; healthy; vigorous; free from disease, insect pests and their eggs; with normal root systems. Plants shall not be pruned prior to delivery. In no case shall trees be topped before delivery. Plants not meeting the above criteria will be rejected and will be replace at no additional cost to the Owner.
- B. Installer: Company specializing in installation of plant material with a minimum of three years' documented experience.

1.07 REGULATORY REQUIREMENTS

- A. The Contractor shall comply with regulatory requirements for fertilizer, pre-emergent and herbicide composition.
- B. The Contractor shall provide certificate of compliance from authority having jurisdiction indicating approval of fertilizer and herbicide mixture.
- C. Plant Materials: Certified by state department of agriculture free of disease or hazardous insects.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall be responsible for delivery, storage, protection, and handling of products used on site.
- B. Fertilizer shall be delivered in waterproof bags showing weight, chemical analysis, and name of manufacturer.
- C. Plant material shall be protected until planted. Plants not immediately planted shall be protected from freezing and drying out by heeling the root ball or container with mulch.
- D. The Contractor shall deliver plant life materials immediately prior to placement. Plants shall be kept moist according to nursery instructions.

1.09 ENVIRONMENTAL REQUIREMENTS

- A. Plant life shall not be installed when ambient temperatures drop below 40 degrees F (4.5degrees C) or above 90 degrees F (32 degrees C).
- B. Plants Do shall not be installed when wind velocity exceeds 30 mph (48 k/hr).

1.10 SEQUENCING AND SCHEDULING

- A. The Contractor shall coordinate the work of this section with installation, repair, or maintenance of underground irrigation system, utilities, piping, and watering heads.

1.11 WARRANTY

- A. The Contractor shall provide a warranty on work of this section for a minimum one year, including one continuous growing season. The warranty shall commence on date identified in the Certificate of Completion.
- B. The warranty shall include coverage of plants from death or unhealthy conditions.
- C. Replacements: Plants of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.

1.12 ESTABLISHMENT SERVICE

- A. The Contractor shall establish and maintain landscape improvements during construction period and for 90 calendar days after issue of Notice of Completion and University approval of all landscape punch list items.
- B. Establishment and maintenance shall include:
 - 1. Water, weed, cultivate, fertilize, mow, edge, spray, and prune as necessary to promote a healthy growing condition, keep project neat and attractive, during construction and throughout the establishment period.
 - 2. Apply herbicides for weed control, as needed or directed by Owner’s Representative, in accordance with manufacturer's instructions. Remedy damage resulting from the use of herbicides.
 - 3. Exterminate rodents and insects as required. Remedy damage from use of insecticides.
 - 4. Adjust irrigation system to sufficiently saturate root zone.
 - 5. Prune, including removal of dead or broken branches, and treat pruned areas or other wounds.
 - 6. Disease control.
 - 7. Repair or replace any damaged item caused by vehicles, vandals, bicycles, or foot traffic during the establishment period.
 - 8. Fertilize per manufacture's recommendation rates every 30 days, commencing on the 5th calendar day after installation has been completed and throughout the establishment period.
- C. Establishment period may be extended if all plant material is not in a healthy growing condition.

PART 2 - PRODUCTS

2.01 PLANT MATERIAL

- A. Plant Material: Species and size as identified in the plant list, nursery grown in climatic conditions similar to those in locality of the Work.

2.02 SOIL MATERIALS

- A. Imported Topsoil: Fertile, agricultural soil, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, impurities, plants, weeds and roots; clod and stones larger than 1-inch in greatest dimension. Topsoil shall have the same relative composition and structure, a friable sandy loam character. Minimum

Ph value of 5.4 and maximum 7.0. It shall not be infested with nematodes or other undesirable insects and plant disease organisms.

1. Gradation Limits. Sand, 50-80 percent, Clay 20 percent maximum, Silt 30 percent maximum. Sand , Clay and Silt gradation limits shall be as defined in ASTM D 422.
2. Permeability Rate. Not less than 0.5 inches per hour nor more than 2 inches per hour when tested in accordance with ASTM D 2434, Calif. Test 220, or approved methods.
3. Agricultural Suitability. The topsoil shall be suitable to sustain the growth of the plants specified.

2.03 SOIL AMENDMENT MATERIALS

- A. Fertilizer: FS O-F-241, Type 1, Grade A; with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil. 16-8-8 commercial analysis / 200 lbs. per 1000 sq. ft.
- B. Amendments: "Back to Earth" composted cottonseed hulls as manufactured by Back to Earth Resources, Inc. PO Box 291,1380 FM 211, New Home, Texas 79393, ph: 806.924.7600
- C. Peat Moss: Shredded, loose, sphagnum moss; free of lumps, roots, inorganic material or acidic materials; minimum of 85 percent organic material measured by oven dry weight; 4 to 5 pH range; moisture content of 30 percent.
- D. Pine Park: Finely ground.
- E. Lime: Ground limestone, dolomite type, minimum 95 percent carbonates.
- F. Sulfur: pelleted or granular
- G. Water: Clean, fresh, and free of substances or matter that could inhibit vigorous growth of plants.
- H. Steel Edging: Painted commercial steel edging, 3/16 inch (4.8 mm) thick by 4 inches (100 mm) high, with loops pressed from or welded to face to receive stakes at 36 inches (900mm) o.c., and steel stakes 15 inches (380 mm) long for each loop.1.
Manufacturers:
 1. Border Concepts, Inc.
 2. Ryerson, J. T. & Son, Inc.

2.04 MULCH MATERIALS

- A. Mulching Material: Shredded cedar or cypress.

2.05 ACCESSORIES

- A. Stakes: Green steel fence tee-post, 6' height
- B. Guying material: green ¾" wide Flat, woven polypropylene; 900 lb. Break strength, equal to ArborTie. by DeepRoot Partners L.P. 81 Langton Street, Suite 4, San Francisco, CA 94103 1800-458-7668

2.05 SOURCE QUALITY CONTROL

- A. The Contractor shall provide inspection and testing for verifying acceptability of plants.

2.06 TESTS

- A. Provide analysis of topsoil fill.
 - 1. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. The Contractor shall verify that prepared subsoils are ready to receive work of this section.
- B. Verify topsoil is ready to receive the work of this Section. All areas to be planted with shrub or ground cover masses to have minimum 12 inch depth of topsoil.
- C. The Contractor shall verify that required underground utilities are available, in proper location, and ready for use.
- D. The Contractor shall verify that the irrigation system is completed and operational, prior to installation of plant material.

3.02 PREPARATION

- A. Remove all weeds and grasses from planting beds. Bermuda grass, if present, to be exterminated by approved means or all soil removed to 6 inch depth and replaced with topsoil free of bermuda grass.
- B. Stake tree locations, place shrubs, vines, and ground covers and outline bed edges for approval for review and final orientation by Owner's Representative prior to installation.

- C. Prepare topsoil for shrub and ground cover beds, after removing any vegetation with approved procedure, by tilling 2 inch layer (165 CF per 1000 sq. ft.) of compost into the upper 6 inches of soil.

3.02 INSTALLATION

- A. Excavate for plant materials. Tree pits shall be three times the diameter of the root ball. Tree pit to be no deeper than to accommodate the rootball at specified depth. Circle to be centered on tree and true in form. Slope cut edge to 4" depth. Shrub pits shall be 12 inches greater in diameter than root ball.
- B. Set trees with top of root ball with 2 inches above surrounding grade, and other plant materials 1 inch above surrounding grade, after settlement.
- C. Remove containers from container-grown stock. Set plants in center of pits and backfill with topsoil in 6 inch layers. Pull away ropes, wires, etc. from the top 1/3 of the ball.
- D. Final 6 inch layer of backfill around trees to consist of 1:1 mixture of compost and topsoil.
- E. Thoroughly water soil when the hole is half full, and again when full.
- F. Apply 1/2 pound fertilizer evenly over cultivated area around each tree and 1 pound per 100 square feet to shrub and ground cover plantings.
- G. Evenly spread a 3 inch layer of mulch over tree pits and 2" of mulch in planting beds.
- H. Prune trees and shrubs after planting to improve form and to remove dead and broken branches.
- I. Circular area around trees to be mulched and free of vegetation. For trees 2 inch and greater in caliper, area to be 8 feet in diameter. For trees less than 2 inch caliper, area to be 6 feet in diameter. Circle to be centered on tree and true in form.
- J. After planting trees, form a 4' diameter ridge of topsoil around edge of excavation to retain water.

3.06 PLANT SUPPORT

- A. The Contractor shall brace plants vertically with guying material and stakes as detailed and to the following:

<u>Tree Caliper</u>	<u>Tree Support Method</u>
<1 1/2 inch	1 stake with one tie
1 ½-3 inch	2 stakes with two ties
>3 inches	3 stakes with three ties

3.07 STEEL EDGING

- A. All planting bed areas to be separated for lawn area with steel edging and locations shown on plan.
- B. Install edging vertical with top 1” above grade
- C. Secure edging with metal stakes provided by manufacturer.
- D. Curve to be smooth and unbroken, straight lines to be free off bends and irregularities as shown on plans.

3.08 FIELD QUALITY CONTROL

- A. Plants shall be rejected if a ball of earth surrounding roots has been disturbed or damaged prior to or during planting.
- B. Pruning shall be limited to the minimum necessary to remove injured twigs and branches or to compensate for loss of roots during transplanting, but not exceeding one-third of the branch structure.

3.09 ESTABLISHMENT

- A. The Contractor shall water to prevent soil from drying out and promote growth. Seeded areas shall be hand watered until turf is established. The Contractor shall adjust irrigation system to sufficiently to saturate root zone.
- B. Control Growth of Weeds. Herbicides shall be applied in accordance with manufacturer’s instructions. The Contractor shall remedy damage resulting from improper use of herbicides. The Contractor shall hand weed bi-weekly for duration of establishment period.
- C. The Contractor shall neatly trim shrubs, mow, and edge turf where necessary (minimum 1 time per week). Clippings shall be immediately removed after trimming. All green waste resulting from maintenance operations shall be hauled off University property and recycled in an appropriate manner.
- D. The Contractor shall immediately re-seed areas which show bare spots.

- E. Pesticides shall be applied in accordance with manufacturer's instructions. The Contractor shall remedy damage resulting from improper use of pesticides.
- F. The Contractor shall exterminate rodents, slugs, snails, and cutworms as required and shall remedy damage.
- G. The Contractor shall adjust irrigation system for optimum performance, preventing overspray onto walks, roadways, walls and structures as much as possible.
- H. Depressions caused by vehicles, bicycles, or foot traffic shall be filled and damage repaired.
- I. All paved areas shall be cleaned weekly and a neat and clean site maintained at all times.
- J. Plant material indicating weakness and probability of dying shall be replaced with new and healthy stock.
- K. The Contractor shall protect landscaped areas with warning tape and signs throughout the construction period and establishment period.

END OF SECTION



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207 - Fax (405) 739-1208
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
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Director of Economic Development

DATE: July 25, 2017

SUBJECT: Discussion and consideration of authorizing Staff to seek an amendment to PlanOKC for City-owned property in the Northwest Quarter of Section 13, Township 11 North, Range 02 West (a/k/a 9200 - 9400 SE 29th Street)

The Midwest City Memorial Hospital Authority in September 2007 acquired ±66.8 acres That lies partially in the City of Oklahoma City's ("OKC") Planned Unit Development-589 district and partially in the Manufactured (Mobile) Home Park (R-MH-2) district. We are interested in redeveloping this property, which will likely require a zoning amendment.

OKC's comprehensive plan, PlanOKC, serves as its basis for future zoning amendments. We are uncertain the proposed future uses for the property will conform to the plan. We are going to meet with OKC Planning Department officials to discuss and possibly move forward with a formal request to amend PlanOKC as necessary.

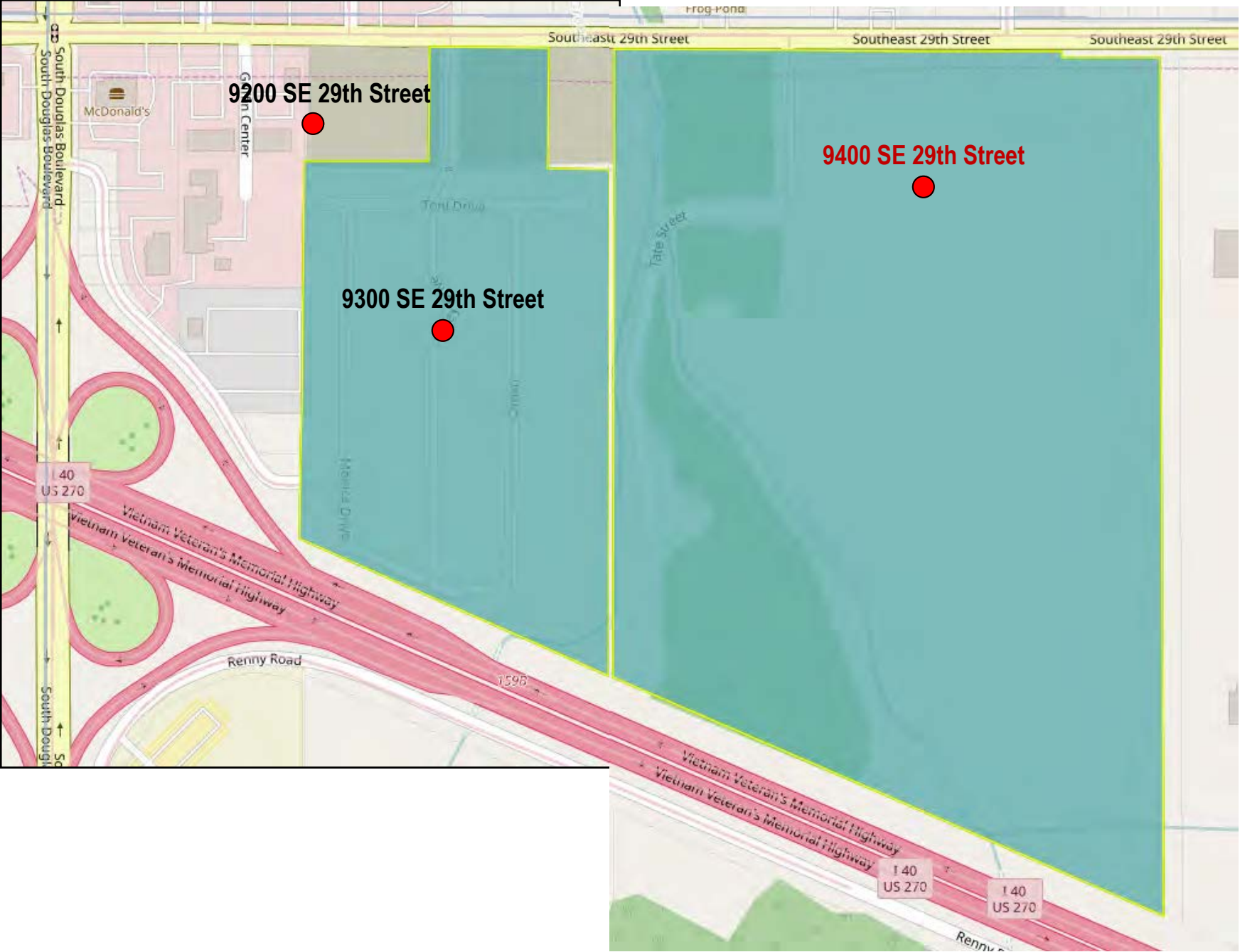
There is no cost to request an amendment.

Staff recommends approval.

Robert Coleman, Director of Economic Development

Attachments: Property Map
Current OKC Zoning Map
Current PlanOKC Land Use Map

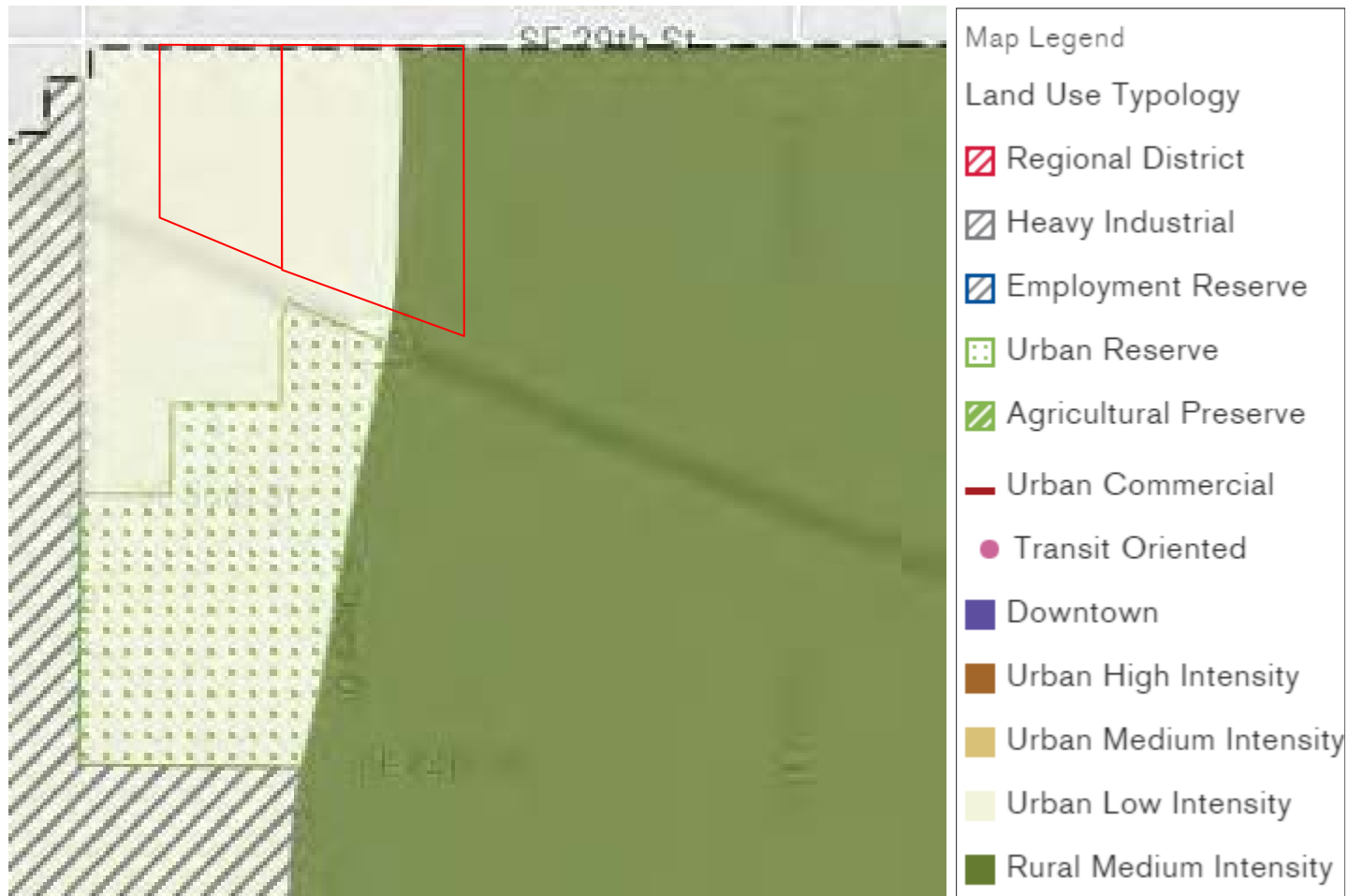
Properties Owned by the City of Midwest City and MCMHA



City of OKC Current Zoning Map



City of OKC Long Range Plan



Urban: Low Intensity (UL)

Urban – Low Intensity applies to the least intensively developed areas of the city that still receive urban water, sewer, police, park and fire services. Development in this area should provide horizontal integration of land uses, connectivity within and between individual developments, and design that facilitates pedestrian and bicycle transportation. Density Range Typical Density Range [...]

Rural: Medium Intensity (RM)

Rural – Medium is similar to the Rural-Low Typology Area except that it allows higher housing densities. These areas are usually near a fire station. Rural-Medium areas are often located adjacent to Urban-Low and Urban Reserve typologies, which are areas intended to urbanize in the future. While there is no expectation for urban services, RM [...]



DISCUSSION ITEM





Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matt Dukes
Susan Eads
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: July 25, 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



NEW BUSINESS/
PUBLIC DISCUSSION





UTILITIES AUTHORITY
AGENDA



MIDWEST CITY SPECIAL UTILITIES AUTHORITY MEETING AGENDA

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

July 25, 2017 - 7:03 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. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees of the Utilities Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience \ wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the special meetings of June 13, 2017, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of passing and approving a resolution for the Midwest City Utilities Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; amending the budget for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budget as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017. (Finance - C. Barron)

C. ADJOURNMENT.



CONSENT AGENDA



Notice of this special Midwest City Utilities Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting and copies of the agenda were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE SPECIAL MIDWEST CITY
UTILITIES AUTHORITY STAFF BRIEFING MEETING**

June 13, 2017 – 6:00 p.m.

This special 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 6:43 p.m. with the following Trustees present: 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 Utilities Authority agenda for June 13, 2017. Staff briefed the trustees on various items on the agenda, and the trustees sought clarification and discussed individual agenda items with staff. In light of the Flint, Michigan water problem story in the news, the City Manager requested that Public Works Assistant Director, Paul Streets, give a review of our good current water status.

Chairman Dukes closed the meeting at 6:51 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of this special Midwest City Utilities Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting and copies of the agenda were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE SPECIAL MIDWEST CITY
UTILITIES AUTHORITY MEETING**

June 13, 2017 – 7:03 p.m.

This special meeting was held in the Midwest City Council Chambers of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 8:16 p.m. with the following Trustees present: Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Consent Agenda.

Dawkins made a motion to approve the consent agenda, as submitted, seconded by Reed.

1. Discussion and consideration of approving the minutes of the special meetings of July 26, 2016, May 03, 2017, and May 22, 2017, as submitted.
2. Discussion and consideration of renewing for fiscal year 2017-18 the contracts with: Cedar Creek Consulting in the amount of \$2,650 for SCJP final plat; Cedar Creek Consulting in the amount of \$12,700 for SCIP water line extension.

Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

Discussion Item.

1. **Public hearing with discussion and consideration of adopting a resolution of the Midwest City Utilities Authority approving its budget for Fiscal Year 2017-2018 in the amount of \$25,200.** Dawkins made a motion to adopt Resolution 2017-01, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman 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 8:17 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Utilities Authority

FROM: Christy Barron, Finance Director

DATE: July 25, 2017

SUBJECT: Discussion and consideration of passing and approving a resolution for the Midwest City Utilities Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; amending the budget for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budget as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017.

Staff recommends that the resolution be adopted with the amounts provided.

Christy Barron
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. UA 2017-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY UTILITIES AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2017 TO BE MADE AVAILABLE FOR FISCAL YEAR 2017-2018; AND AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2016-2017 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2017, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2017.

WHEREAS, it is the Utilities Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2017 as chargeable to the FY 2016-2017 budget, renew those same commitments effective July 1, 2017, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2017-2018 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Utilities Authority have determined it in the best interest of the Utilities Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2017, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY UTILITIES AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2017, formerly charged against and payable from FY 2016-2017 budget, are hereby cancelled and renewed effective July 1, 2017, to be charged against and payable from additional FY 2017-2018 fiscal year budget amounts to be provided through budget amendments effective July 1, 2017.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2017, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2016-2017 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2017-2018 fiscal year effective July 1, 2017. The FY 2017-18 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2017 and chargeable to and payable from FY 2017-2018 budget.

Midwest City Utilities Authority Fund (193-8710) \$ 8,250

PASSED AND APPROVED by the trustees of the Midwest City Utilities Authority this 25th day of July, 2017.

MIDWEST CITY UTILITIES AUTHORITY, a
public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 25th day of July, 2017.

PHIL ANDERSON, City Attorney