



MIDWEST CITY
MEETING AGENDAS FOR
December 13, 2016



STAFF BRIEFING

City Hall, second floor, Midwest City Council Conference Room, 100 N. Midwest Boulevard
Enter through black S.W. door marked Council Chamber/Conference Room

December 13, 2016 – 6:00 PM

Special Assistance requests – tcoplen@midwestcityok.org or 739-1002. (Please provide no less than 24 hours' notice) Special assistance request during a meeting call 739-1388.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Hospital Authority for December 13, 2016.





CITY COUNCIL AGENDA



CITY OF MIDWEST CITY COUNCIL AGENDA

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

December 13, 2016 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation – Public Works Director, Vaughn Sullivan
 - Pledge of Allegiance - JROTC Cadet, Patrick Donahue
 - Community-related announcements
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so that the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Council members, or members of the audience wish to discuss an item, that item will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 22, 2016, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Street & Alley Fund, expenses/Street (09) \$21,564. Grants Fund, revenue/Intergovernmental (21) \$15,000; expenses/Transfers Out (21) \$15,000. Emergency Operations Fund, revenue/Transfers In (00) \$15,000. (Finance - C. Barron)
 3. Discussion and consideration of approving a medical disability retirement with the Oklahoma Municipal Retirement Fund (OMRF) for Robert Broyles effective December 14, 2016, (Human Resources - C. Wilson)
 4. Discussion and Consideration of entering into a twenty-five year contract with the U. S. Bureau of Reclamation (BOR) and the Central Oklahoma Master Conservancy District (COMCD) providing for Midwest City's participation in the Central Oklahoma Master Conservancy District which governs the City's use of water from Lake Thunderbird. (Municipal Prosecutor - M. Karns)
 5. Discussion and consideration of approving and entering into a Data Center Hardware Maintenance Agreement from 12/1/2016 to 06/30/17 with Ardent Support Technologies, LLC in the amount of \$7,729.00 for post warranty maintenance of the Storage Area Network and consent to the assignment of Ardent Support Technologies, LLC to Park Place Technologies, LLC. (Information Technology - R. Rushing)
 6. Discussion and consideration of approving a change order to the ImageNet Consulting contract for the Laserfiche HR implementation increasing the annual maintenance by \$600.00. (Human Resources - C. Wilson)

7. Discussion and consideration of awarding the bid for the Reed Center carpet project and entering into a contract with Bryan's Flooring to remove and dispose of the existing carpet and padding and installing new padding and carpet in the corridors and common space of the Reed Center for a total project cost in the amount of \$204,420. (City Manager - T. Lyon)
8. Discussion and Consideration of approving a resolution establishing: 100% of all fees and taxes for 9-1-1 emergency telephone service to be collected by ACOG for the period January 1, 2017 through June 30, 2017. (Emergency Management - M. Bower)
9. Discussion and consideration of awarding and entering into a contract with CXT Incorporated for the purchase and on-site installation of a new prefabricated flame retardant restroom to be erected near the tennis courts in Joe Barnes Regional Park with a base bid of \$49,130, with option two (2), auto motion controlled faucets in the amount of \$950.00 and option four (4), ADA exterior water fountain in the amount of \$3,410.00, for the total award amount of \$53,490.00. (Public Works - V. Sullivan)
10. Discussion and consideration of allowing the Midwest City Chamber of Commerce to use City-owned light poles at various locations within Midwest City for banners to publicize the 75th Anniversary of Midwest City and Tinker Air Force Base. (Community Development - B. Harless)
11. Discussion and consideration of awarding the bid and entering into a contract with Watchguard Video for one or more L.E. (Law Enforcement) body-worn cameras in the total amount of \$1,195.00 for each, which fully integrates with the current in-car camera system. (Police - B. Clabes)
12. Discussion and consideration of 1) declaring six (6) in-car cameras model DV-1 surplus, and authorizing disposal of ~~six~~ (6) by trade-in to WatchguardVideo, and 2) awarding the bid to and entering into a contract with Watchguard Video for one or more new model 4RE in-car camera systems for fiscal year 2016-2017 in the amount of \$4,995.00 per unit, less the trade-in amount. (Police - B. Clabes)
13. Discussion and consideration of accepting maintenance bonds from Mid-South Contracting L.L.C. in the amount of \$3,075.50. (Community Development - P. Menefee)
14. Discussion and consideration of accepting maintenance bonds from H&H Plumbing and Utilities, Inc. in the amounts of \$32,553.20 and \$25,431.60, respectively. (Community Development - P. Menefee)
15. Discussion and consideration of authorizing entering into a project agreement for Federal-aid Project Number STP-155D(866)SG, State Job Number 28523(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$475,000.00 to construct a Midwest City monument along I-40 at Hudiburg Drive, resurface the southern I-40 access road, and curb and gutter Short Street. (Community Development - P. Menefee)



- [16.](#) Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255B(405)CS, State Job Number 32589(07), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$67,265 to reconstruct and signalize the railroad crossing located on Westminster Road, between N.E. 10th Street and N.E. 23rd Street, with Midwest City contributing an additional \$428. (Community Development - P. Menefee)
- [17.](#) Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255B(406)CS, State Job Number 32589(08), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$273,828 to reconstruct and signalize the railroad crossing located on NE 10th Street between Sooner Road and Air Depot Boulevard, with Midwest City contributing an additional \$806. (Community Development - P. Menefee)
- [18.](#) Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255N(410)CS, State Job Number 32589(23), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$150,872 to reconstruct and signalize the railroad crossing located on Douglas Boulevard, between N.E. 10th Street and N.E. 23rd Street, with Midwest City contributing an additional \$428. (Community Development - P. Menefee)
- [19.](#) Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255B(411)CS, State Job Number 32589(24), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$106,352 to reconstruct and signalize the railroad crossing located on Midwest Boulevard, between N.E. 10th Street and N.E. 23rd Street, with Midwest City contributing an additional \$806. (Community Development - P. Menefee)
- [20.](#) Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255N(407)CS, State Job Number 32589(09), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$130,124 to reconstruct and signalize the railroad crossing located on Sooner Road between Reno Avenue and NE 10th Street, with Midwest City contributing an additional \$806. (Community Development - P. Menefee)
- [21.](#) Discussion and consideration of providing further funding to Federal-aid Project Number STP-155B(614)AG, State Job Number 24364(04), widening S.E. 15th Street from Lynn Fry Boulevard to Anderson Road, to the Oklahoma Department of Transportation in the amount of \$69,120.69. (Community Development - P. Menefee)



- [22.](#) Discussion and consideration of authorizing a resolution and entering into a right-of-way, public utility, and encroachment agreement for Federal-aid/State-aid Project Number J2-8854(004), State Job Number 28854(04)(05)(06), with the Oklahoma Department of Transportation to construct the new I-40 overpass at Sooner Road. (Community Development - P. Menefee)
- [23.](#) Discussion and consideration of approving the use of funds from in the Capital Improvement Account (157), “Projects to be Approved by the Council” in the amount of \$36,248.58 for franchise utility costs associated with the I-40 overpass at Sooner Road. (City Manager - G. Henson)
- [24.](#) Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Garver, LLC in the amount of \$89,300 for the preparation of engineered construction plans for the relocation of the City’s existing water lines located at Sooner Road and Interstate 40. (Community Development - P. Menefee)
- [25.](#) 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)
- [26.](#) Discussion and consideration of declaring brass spent shell casings for recycling as surplus and authorizing disposal by sealed bid. (Police - B. Clabes)

D. DISCUSSION ITEMS.

- [1.](#) Discussion and consideration of forming and appointing councilmembers to a Council committee to study and make recommendations on retiree health insurance. (City Manager - G. Henson)
- [2.](#) Discussion and consideration of forming and appointing councilmembers to a Council committee to review capital projects for needs of the City. (City Manager - G. Henson)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

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

G. ADJOURNMENT.





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

November 22, 2016 – 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. The following members were present: Mayor Matt Dukes; Councilmembers Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, *Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Mayor Dukes called the meeting to order at 6:01 p.m.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for November 22, 2016. Mayor Dukes, City Manager Guy Henson, and Public Works Assistant Director Paul Streets made community-related announcements.

*Councilmember Allen arrived at 6:11 p.m. Mayor Dukes recessed the meeting at 6:12 p.m.

The meeting resumed at 6:27 p.m. and the 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 6:44 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

November 22, 2016 – 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. The following members were present: Mayor Matt Dukes; Councilmembers Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none. Mayor Dukes called the meeting to order at 7:03 p.m.

Opening Business. The meeting opened with the invocation by Public Works Director Vaughn Sullivan, followed by the Pledge of Allegiance led by JROTC Cadet Avery Stout. Mayor Dukes and City Manager Guy Henson made community-related comments and announcements.

Consent Agenda. Motion was made by Dawkins, seconded by Reed, to approve the items on the Consent Agenda, as submitted.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 8, 2016, as submitted.
2. Discussion and consideration of passing and approving a Resolution #2016-25 to notify the public of publication of the most recent supplement, dated September 2016, to the Midwest City Code of ordinances and to ratify all other previous supplements and codifications.
3. Discussion and consideration of accepting the City Manager's Report for the month of October 2016.
4. Discussion and consideration of approving a change order to the ImageNet Consulting contract for Laserfiche Phase II implementation which substitutes RatchetX for Laserfiche Connector at the same price of \$10,449.98.
5. Discussion and consideration of approving and awarding the bid to Sergeant Jeff Harbin, who submitted the only bid, in the amount of \$1.00 for retired police canine, Breston, which was declared as surplus at the October 25, 2016 Council meeting.
6. Discussion and consideration of entering into an agreement with Safety & Security Services, Inc. in an amount not to exceed \$4,363 to provide unarmed security services each night for the Storyland Christmas event located in the Charles J. Johnson Central Park in Town Center Plaza from November 30 through December 29, 2016 from 10:00 p.m. until 6:00 a.m.
7. Discussion and consideration of approving a Mutual Cooperation Agreement for Specific Assistance between the City of Midwest City and the Board of County Commissioners of Oklahoma County for base repair assistance on Westminster Road between N. E. 10th and Reno in an amount not to exceed \$4,483.31.

8. Discussion and consideration of approving and entering into a Sponsorship and Marketing Consulting Agreement with STAAR Solutions in the amount of \$3,000 plus sponsorship sales commissions to effectively assist the City of Midwest City in achieving its goals and initiatives for the 2017 MIOFest.

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

Discussion Items.

1. **(PC-1885) Public hearing with discussion and consideration of approval of the Sooner Rose Final Plat for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, located on the northeast corner of South Sooner Road and SE 15th Street, City of Midwest City, Oklahoma County, Oklahoma.** Motion was made by McClure, seconded by Reed, to approve the final plat, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **(PC-1886) Public hearing with discussion and consideration of an ordinance to redistrict from R6, Single Family Detached Residential to A-1, Agricultural, for the property described as a part of the NW/4 of Section 33 T-12-N, R-2-W, located at the southeast corner of NE 10th St. and N. Sooner Rd.** Glenn Goldschager, 1409 Evergreen Circle; and Daryl Moomey, 9261 Joan Dr., and Tom Dupuis, 833 Ethan Ln, Yukon, spoke to the Council. Motion was made by McClure, seconded by Dawkins, to approve Ordinance #3284. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
3. **(PC -1887) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Mining and Processing: Minerals and Raw Materials in the A-1 Agriculture, district for the property described as a part of the NW/4 of Section 33 T-12-N, R-2-W, located at the southeast corner of NE 10th St. and N. Sooner Rd.** Motion was made by Reed, seconded by McClure, to approve Resolution #2016-26. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **(PC - 1888) Public hearing with discussion and consideration of approval of Phase I of The Soldier Creek Industrial Park (SCIP) Preliminary Plat for the property described as a part of the North half of Section 27, T-12-N, R-2-W, located in the 7500 block of NE 23 Street.** Motion was made by Dawkins, seconded by Reed, to approve the preliminary plat, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. **(PC-1889) Discussion and consideration of an ordinance correcting two (2) scrivener's errors on the official Zoning Map of the City of Midwest City which was approved on October 26, 2010; and providing for repealer and severability.** Motion was made by Dawkins, seconded by Reed, to approve Ordinance #3285. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

Executive Session.

- 1. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Don Therkelson v. City of Midwest City, Case No. WC2014-03006-K, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.** Motion was made by Dawkins, seconded by Allen, to go into executive session. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried. The councilmembers went into executive session at 7:35 p.m.

Mayor Dukes reconvened the meeting in open session at 7:47 p.m.

Motion was made by Dawkins, seconded by Allen, to authorize the city manager to take action as appropriate based on the discussion in executive session. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 7:48 p.m.

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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

Memorandum

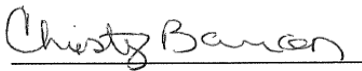
TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: December 13, 2016

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Street & Alley Fund, expenses/Street (09) \$21,564. Grants Fund, revenue/Intergovernmental (21) \$15,000; expenses/Transfers Out (21) \$15,000. Emergency Operations Fund, revenue/Transfers In (00) \$15,000.

The first supplement is needed to increase budget for costs of Sooner Road/15th Street Improvements Project in excess of original budget. The second and third supplements are needed to budget receipt of 2017 SLA Performance Grant from Oklahoma Dept. of Emergency Management into Grants Fund and transfer of proceeds from Grants Fund to Emergency Operations Fund.



Christy Barron
Finance Director

SUPPLEMENTS
December 13, 2016

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			21,564	
		0	0	21,564	0
Explanation: Increase budget for costs of Sooner/15th Street Improvements Project in excess of original budget. Funding to come from fund balance.					

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Intergovernmental	15,000			
21	Transfers Out			15,000	
		15,000	0	15,000	0
Explanation: To budget 2017 SLA Performance Grant from Oklahoma Dept. of Emergency Management and transfer out of grant proceeds to Emergency Operations Fund.					

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	15,000			
		15,000	0	0	0
Explanation: Budget transfer in of 2017 SLA Performance Grant from Grants Fund.					



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

Memorandum

Date: December 13, 2016
To: Honorable Mayor and Council
From: Catherine Wilson, Human Resources Director
RE: Discussion and consideration of approving a medical disability retirement with the Oklahoma Municipal Retirement Fund (OMRF) for Robert Broyles effective December 14, 2016

Mr. Broyles has been employed by the City since October 16, 1985 as a Laborer and was promoted through time to Crew Leader II in the Water Department. Due to a work related injury, Mr. Broyles is applying for a medical disability retirement through OMRF to be effective December 14, 2016. All appropriate forms will be submitted to OMRF upon approval of this item.

The City wishes to recognize Mr. Broyles for his service to the City and it's Citizens, and recommends approval.

Catherine Wilson, Human Resources Director



Municipal Prosecutor
100 N. Midwest Blvd.
Midwest City, Ok 73110
Office: 405.739.1284
Fax: 405.869.8680

TO: Guy Henson, City Manager

FROM: Mary Ann Karns, Municipal Prosecutor

DATE: December 13, 2016

SUBJECT: Discussion and Consideration of entering into a twenty-five year contract with the U. S. Bureau of Reclamation (BOR) and the Central Oklahoma Master Conservancy District (COMCD) providing for Midwest City's participation in the Central Oklahoma Master Conservancy District which governs the City's use of water from Lake Thunderbird.

During the time I was Acting City Attorney, I met with Katherine Walker, assistant city attorney for Norman, and Mike Wofford, general counsel for COMCD about concerns we had with the Contract for Water Use. It expires this year, and is up for a 25 year renewal.

Two of our concerns were allayed when we reviewed the investment policy and the reserve policy with Mr. Wofford. Another concern was the blanket indemnification language in the contract which has been added since the last agreement (the language appears on page 8 in bold print. As you know, cities cannot, by law, indemnify other parties. Mr. Wofford submitted our proposal to add "to the extent allowed by law" to the language, and it has been approved by BOR.

I recommend approval and signature by the Council and the Authority, as the contract lists both of those entities.

Mary Ann Karns
Municipal Prosecutor

RENEWAL OF CONTRACT
FOR CITY OF MIDWEST CITY WATER SUPPLY
between the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
and the
CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES
AUTHORITY

Effective January 1, 2017

RENEWAL OF CONTRACT FOR MIDWEST CITY OF MIDWEST CITY WATER SUPPLY
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

and

CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES AUTHORITY

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
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RENEWAL OF CONTRACT FOR CITY OF MIDWEST CITY WATER
SUPPLY

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
and
CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES
AUTHORITY

This Contract is between the Central Oklahoma Master Conservancy District (“District”) and the City of Midwest City and Midwest City Municipal Services Authority (“Midwest City”) and is made to be effective the 1st day of January, 2017.

THE MIDWEST CITY PROJECT
AND MIDWEST CITY WATER SUPPLY CONTRACTS

The Norman Project (Project), consisting of the Norman Dam, Lake Thunderbird, and the property, easements, and water delivery systems appurtenant thereto is a project of the United States acting through the Department of Interior, Bureau of Reclamation. Title to the property of the Project is held by the United States. In 1961 the United States entered into a contract (No. 14-06-500-590) (Federal Contract) for payment of the reimbursable costs of construction, and operation, maintenance, and replacement of the Project. Water was first delivered to the District in 1966. The District’s repayment obligation for the construction costs was repaid in full to the United States on October 1, 2016. The Federal Contract, as amended, remains in effect.

Under subcontracts with Midwest City, Del City, and Norman, the District supplies water from the Project to the three cities. One of the stipulations in the Federal Contract is for the District to execute subcontracts with participating municipalities to provide them with a water supply. The United States is required to approve these subcontracts as to form and substance. In particular, in 1961 Midwest City entered into a subcontract (Ref. AFS102561) with the District for a Water Supply from the Project (1961 Midwest City contract). Pursuant to the 1961 Midwest City contract, the District supplies a quantity of water to Midwest City and Midwest City receives delivery of and pays the District for the water.

The original 1961 Midwest City contract expired on December 31, 1991, being twenty-five years after the first day of the calendar year following the first

diversion of water from the Project to Midwest City. The Federal Contract provides that Midwest City, and each of the other cities that take and use the water supplied by the District and pay the District therefore, may renew the 1961 Midwest City contract with the District for a water supply from the Norman Project for terms of 25 years each. Midwest City, Del City, and Norman each renewed their respective water supply contracts with the District, extending the contracts to expire on December 31, 2016.

By execution of this subcontract, the District and Midwest City are exercising their rights to renew the subcontract for Midwest City to receive a water supply for a period of 25 years from January 1, 2017 to December 31, 2041.

PARTIES

1. The Parties to this Contract are the District and the City of Midwest City and the Midwest City Municipal Services Authority. The City and Authority being jointly and severally bound to the terms of this Contract are referred to jointly and severally herein as Midwest City.

DEFINITIONS

2. Where used in this Contract, stated terms have the following meanings:

a. Federal Contract – The contract between the United States and the District No. 14-06-500-590 provides for payment of the reimbursable costs of construction and operation, maintenance, and replacement of the Project.

b. Project – The Norman Project including all its features as designed, constructed, operated, maintained, and replaced.

c. Municipal Water – That portion of the Project water supply allocated to municipal, domestic, and industrial use.

d. Municipal Water User – All municipalities of the State of Oklahoma which by contracts have contracted with the District to purchase water.

e. Midwest City – The City of Midwest City and the Midwest City Municipal Services Authority, jointly and severally.

f. 1961 Midwest City contract – The 1961 contract, as amended and supplemented (Ref. AFS102561) with the District for a water supply from the Project.

g. OM&R – Operation, maintenance, and replacement of Project facilities, including those expenses incurred in connection with the water control, OM&R of the Project Works, including appropriate changes for associated indirect costs and administration as determined by the Contracting Officer, and shall include such additional costs as hereinafter provided. Such expenses shall include those required to remedy conditions brought about by ordinary use of the Project Works or to restore or replace components of the existing Project water facilities and shall not include expenses to increase or enlarge such works beyond the purposes of which they were originally authorized and constructed. These costs do not include the cost to reimburse the United States for the construction costs of the Project which as of October 1, 2016 have been fully repaid by the District.

h. Reserve Fund – A separate fund budgeted, allocated, and maintained by the District, over and above the projected costs for OM&R, to reasonably ensure uninterrupted OM&R, or in the event of loss to promptly restore OM&R, during each budget year, as determined from time to time by the District Board of Directors, which may also invest any amounts contained in the Reserve Fund at the discretion of the Board.

i. District – The Central Oklahoma Master Conservancy District, a district duly created under the laws of the State of Oklahoma, through its Board of Directors.

j. United States – Shall mean the United States of America, including its representative for construction of the Project, the Department of the Interior, and the Bureau of Reclamation.

RENEWAL OF 1961 CONTRACT FOR A WATER SUPPLY TO MIDWEST CITY

3. This Contract is a renewal of the 1961 Midwest City contract for a water supply from the Project.

TERM OF CONTRACT—RENEWALS

4. a. The benefits and obligations of this Contract shall be effective for a term of twenty-five (25) years from and after the first day of January 2017 and during each period of renewal as hereinafter set forth.

b. Midwest City shall have the right to renew this Contract for an additional twenty-five (25) year terms upon notice to the District of Midwest City's decision to renew the same, given in writing not less than one hundred twenty (120) days prior to the expiration of the then current Contract term.

AGREEMENT TO SELL AND SUPPLY WATER

5. For and in consideration of the allocation to Midwest City of a proportionate share of the Municipal Water available from the Project, and of the payments required to be made by Midwest City under this Contract from sources of revenue and in the manner set forth herein, and as a condition precedent of the right of Midwest City to purchase any water under this Contract, the District agrees to make available to Midwest City and to sell and deliver to Midwest City, in accordance with the provisions of this Contract, the quantity of water specified herein.

QUANTITY OF WATER, MEASUREMENT, DELIVERY, PRICE AND PAYMENT

6. a. QUANTITY.

(1) Midwest City's Municipal Water Allocation. The quantity of water to be sold by the District to Midwest City shall be 40.4 percent of water available for Municipal Water use from Lake Thunderbird in any one year, which is Midwest City's pro rata share of the Project water supply that shall be available for its use, sale and disposal.

(2) Apportionment of Water. The water available for Municipal Use and the price Midwest City pays for water shall reflect apportionment among all the purposes for which the Project is authorized, being for the principal purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial use, and for controlling floods, and, as incidents to the foregoing, for the additional purposes of regulating the flow of the Little River, providing for the conservation and development of fish and wildlife, and of enhancing recreational opportunities.

(3) No Carryover of Unused Water. If Midwest City does not use the total amount of water to which it is entitled in any particular year, it shall not retain any carryover rights into succeeding years.

b. MEASUREMENT.

(1) Metering of Water. Water shall be metered at the point of delivery in accordance with the following provisions. The District has furnished and installed, and is responsible for the OM&R of a master meter which properly measures the quantity of water delivered at the delivery point. Midwest City may, at its option and expense, install, and OM&R at the delivery points a check meter or meters of standard type. Midwest City shall have access to all such metering equipment at all reasonable times, but the reading, calibration, and adjustment of the District's master meter or meters shall be done only by employees or agents of the District. The District shall keep a true record of all meter readings as transcribed from the reports of the District's employees or agents with respect thereto. Upon the written request of Midwest City, the District will give Midwest City such information as Midwest City may request from the District's records or permit Midwest City to have access to the same in the office of the District during business hours.

(2) Calibration of Metering Equipment and Correction of Errors. The District shall calibrate its metering equipment as often as the District considers necessary and at such times as Midwest City may show reasonable evidence of error. If upon any test the percentage of any inaccuracy thereof is found to be in excess of two (2) percent, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if not, then for a period extending back one-half of the time elapsed since the last date of calibration, but in no event further back than a period of six months. In the event Midwest City has provided no check meter with reference thereto and if for any reason any master meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be agreed upon by the parties hereto, by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculations, or by estimating the quantity of delivery by the deliveries made during preceding periods under similar conditions when the meter was registering accurately.

(3) Unit of Measurement. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard liquid measure.

c. DELIVERY.

(1) Point of Delivery. Delivery of water to Midwest City shall be made by the District at point on pipelines constructed as Project facilities for delivering Municipal Water. The point of delivery shall be those in use at the date of this Contract renewal. Midwest City may request that all or any part of Midwest City's share of the Municipal Water supply be delivered by the District at additional points. Upon approval of such request for additional points of delivery by the District, the cost of new connections as determined by the District shall be advanced by Midwest City to the District.

(2) Easements. The District is hereby granted the right to use any easements, rights-of-way, or property held by Midwest City for the purpose of making connections to the point or points of delivery and the placing of necessary equipment to carry out the District's obligation to deliver water to Midwest City.

(3) Pumping Capacity. The design pumping capacity of the Project pipeline at the points of delivery to Midwest City shall be the design capacity in place as of the effective date of this Contract renewal.

(4) Right to Control and Use Water--Indemnities. Rights to control and use all waters of the Project shall remain in the District to the point or points of delivery, and upon passing through the District's meter installed at the point or points of delivery, shall pass to Midwest City. *Each party hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation, delivery, and disposal of said water while the right to control it remains in such party to the extent allowed by law.*

(5) Service Conditions. It is expressly recognized by Midwest City that the District may be compelled to make necessary alterations, repairs and installations of new or additional equipment from time to time during the life of this Contract, and any suspension of delivery to Midwest City due to such operations shall not be cause for claim or damage on the part of Midwest City. It is further provided, however, that all reasonable effort is to be made by the District to provide Midwest City with water in accordance with this Contract. In the event the Project dam and distribution system, or either of them, or any other facility instrumental in the delivery of water to Midwest City be destroyed or damaged as the result of any cause whether by force majeure or otherwise, so as to make deliveries of water requirements as herein specified impossible, the District shall,

to the extent of available resources, immediately proceed to restore said improvements and facilities. Midwest City assumes the responsibility for maintenance of its distribution system from the point of connection with the Project system and agrees that its system shall be constructed and maintained to result in a minimum of waste. Should the District determine that any part of the Midwest City system is causing unreasonable waste, the District shall notify Midwest City to that effect and upon failure of Midwest City to remedy the situation, at the District's option the District may discontinue or limit deliveries until the condition has been corrected.

(6) District not Liable for Water Shortages; Project Water Supply to be Shared during Shortages.

(a) On account of drought or other causes beyond the reasonable control of the District, there may occur at times during any year a shortage in the quantity of water available for delivery to Midwest City by the District pursuant to this Contract. In no event shall any liability accrue against the District or the United States or any of their officers or employees for any damage, direct or indirect, arising out of any such shortages.

(b) Nothing in this Contract shall be construed as restricting the right of the District to enter firm contracts for delivery of the entire water supply of the Project. Provided, however, that all such contracts shall recognize the right of Municipal Water Users to share in the available water supply in the ratio of their Contract rights during periods of scarcity when rationing is in the opinion of the District required.

d. PRICE.

(1) Estimation of Price and Charges; Proportional Amount; Power Costs.

(a) The purchase price of the water to be sold to Midwest City by the District shall be determined as follows: At a meeting in each fiscal year, but in no event later than December 1, the Board of Directors of the District shall determine the total amount estimated to be required for OM&R of the Project as in proportion to the Municipal Water supply from the Project, together with the amounts necessary for accumulating the necessary Reserve Fund for the next ensuing fiscal year. The District shall make available to Midwest City a detailed budget for review at least two (2) weeks prior to the meeting so that Midwest City may have a representative present at the meeting prepared to discuss the budget. The budget shall show separately: (a) The itemized amounts estimated to be required for

OM&R, excluding power costs; and (b) the Reserve Fund; and (c) any amounts projected for payment by Midwest City, or to be credited to Midwest City, under separate contract(s) between Midwest City and the District.

(b) After approval of the budget, the Board of Directors of the District shall thereupon charge to Midwest City, and Midwest City shall be obligated to pay the District as hereinafter provided, an amount equal to 40.40 percent of each for the amounts separately budgeted, adjusted by any projected amounts for payment by or for credit to Midwest City under any separate contract(s) between Midwest City and the District.

(c) In addition to the above, the price shall include the actual costs of power incurred by the District for pumping water to the Midwest City delivery point, and Midwest City will pay the District for those power costs as provided below.

(2) Supplemental Budget. Whenever collections from all sources are insufficient to defray District OM&R, the District may utilize amounts from the Reserve Fund to cover the difference. If additional payments are still required in order to defray District OM&R, the District may prepare a supplemental budget and submit it to Midwest City at least thirty (30) days in advance of the date upon which the additional funds will be required, and Midwest City shall pay its percentage share of said amount on or before the date specified. In the submission to Midwest City, the District shall set forth the justification for the increase in full detail.

e. PAYMENT.

(1) Schedule of Payments. Midwest City shall make payment of Midwest City's foregoing obligations to the District on such dates and in such installments as shall be designated by the Board of Directors of the District in order that the District will be provided with funds when needed by the District, all as set forth in a prior written notice to be given by the District to Midwest City. Unless otherwise agreed upon between the District and Midwest City, the District will deliver an invoice to Midwest City thirty (30) days in advance of each quarter based on the budgeted amounts, except for the cost of power for water delivery. Midwest City will pay the invoiced amount to the District no later than the last day prior to the beginning of the quarter to which the invoice applies.

(2) Payments for Power for Water Delivery. Unless otherwise agreed upon between the District and Midwest City, the District will deliver an invoice to

Midwest City for the actual cost of power for delivery of water to the Midwest City delivery point after the end of each quarter during which the power costs were incurred by the District. Midwest City will pay the invoiced amount to the District no later than thirty (30) days after receipt of the power invoice for each quarter.

(3) Benefits Conditioned upon Payments. Should Midwest City fail or refuse, for any reason whatsoever, to make any of the payments to the District in the amounts and at the times provided in this Contract, the District shall have the right, forthwith and without notice, to discontinue delivery of any water to Midwest City until all payments due from Midwest City to the District, together with any penalty for delinquent payments as set forth in this Contract, shall have been fully paid, and the District is authorized to sell water directly to those using Midwest City's allocated supply, or to any other water user acceptable to the District, and apply net revenues therefrom to the credit of Midwest City's account. However, the provisions of this subparagraph (2) shall not be deemed to provide the exclusive remedy of the District for nonpayment by Midwest City.

(4) Payments through Levy and Assessments by District; No Limitation on Authority of District. To the extent authorized by the constitution and laws of the State of Oklahoma, and in the amounts agreed upon between the District and Midwest City, the District may make direct assessments upon the properties within the city limits of the City of Midwest City to cover collection of all or any designated portion of Midwest City's obligation under the terms of this Contract, and Midwest City shall be credited with the amount of such collections, less the expenses of collection, upon its obligations under this Contract. Nothing herein shall limit the right of the District upon the direction of its Board of Directors to finance any part of the cost of additional facilities through levy and assessment upon the properties within the District.

(5) Limitation of Financial Liability of Midwest City; No Limitation on Taxing Authority of District. Midwest City shall not be obligated for the debt of any other Municipal Water User in the event of such Municipal Water User's failure to make its payments. This limitation shall not be construed as prohibiting the District from making reasonable rate increases to cover increased costs and nothing herein shall be construed as restricting the District from exercising its taxing powers to the extent necessary to meet its obligations.

(6) Payments during Water Shortages. Rationing of water by the District shall not affect the continuing obligation of Midwest City to make the prescribed annual payments.

SURPLUS MUNICIPAL WATER

7. All Project water available for Municipal Use in each calendar year in excess of the quantity scheduled for use by the Municipal Water Users in said calendar year within their respective maximum allocations is hereby defined as surplus water. If surplus water is available, the District may dispose of such current surplus on whatever terms it can arrange. Net revenues from the sale of surplus water shall be credited on the next payment or payments due from each Municipal Water User in the same proportion that such Municipal Water User's share of the surplus water bears to the total surplus water sold.

ASSIGNMENT OF WATER ALLOCATION BY MIDWEST CITY

8. Midwest City may sell or assign any portion of its allocation of the right to receive Project water only with the approval of the District. Under any assignment, it must be established to the District's satisfaction that the water allocation may be transferred under Oklahoma law and the laws of the United States for diversion as proposed. The alternate user must enter a contract or contracts satisfactory to the District and to the United States preserving all rights of the District and Municipal Water Users hereunder.

REGULATORY CONDITIONS

9. This Contract shall be subject to all valid rules, regulations, and laws applicable thereto, including those for nondiscrimination in employment.

ACCESS TO BOOKS AND RECORDS

10. Each party shall have the right during office hours to inspect and to make copies of the other party's books and official records relating to matters covered by this Contract.

CONTRACT SUBJECT TO UNITED STATES AND DISTRICT AGREEMENT

11. This Contract shall be subject to the terms, conditions, and provisions of the Federal Contract, to the extent such terms remain applicable after the repayment obligations for the financing and construction of the Norman Project were completed on October 1, 2016. This Contract cannot be amended or supplemented without the advance written approval of a duly authorized

representative of the United States. The District may assign all or any part of its rights or authority under this Contract to the United States.

EQUAL EMPLOYMENT OPPORTUNITY

12. During the performance of this Contract, the City agrees as follows:

a. The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

c. The City will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the City's commitments under section 202 of Executive Order 11246 of September 24, 1965 (EO11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The City will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The City will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the City's books, records, and accounts

by the Contracting Agency and the Secretary of Labor for Purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the City's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the City may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The City will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The City will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however*, that in the event the City becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the City may request that the United States enter into such litigation to protect the interest of the United States.

DETERMINATIONS

13. Where the terms of this Contract provide for action to be based upon the opinion or determination of either party to this Contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations.

NOTICES

14. Any notice authorized or required by this Contract shall be made by mail, postage prepaid and return receipt requested, to the General Manager, Central Oklahoma Master Conservancy District, Midwest City, Oklahoma on behalf of the District, and to both the Mayor of the City of Midwest City and the Chair of the Board of Trustees of the Midwest City Municipal Services Authority, on behalf of Midwest City. The designation of the person to be notified, or the address of such person, may be changed at any time by identical notice from the party making the change. *Provided*: Notice is effective upon actual receipt by the designated recipient on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in multiple, each of which shall constitute one and the same contract, all as of January 1, 2017.

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

President Date: _____

Attest: _____ Date: _____
Secretary

CITY OF MIDWEST CITY

Mayor Date: _____

Attest: _____ Date: _____
City Clerk

MIDWEST CITY MUNICIPAL SERVICES AUTHORITY

Chair of the Board of Trustees Date: _____

Attest: _____ Date: _____
Secretary

APPROVED:

By: Regional Director Date: _____
United States, Dept. of Interior, Bureau of Reclamation



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

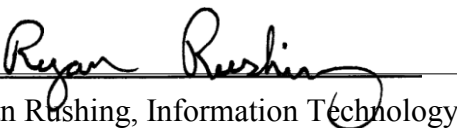
FROM: Ryan Rushing, Information Technology Director

DATE: December 13, 2016

SUBJECT: Discussion and consideration of approving and entering into a Data Center Hardware Maintenance Agreement from 12/1/2016 to 06/30/17 with Ardent Support Technologies, LLC in the amount of \$7,729.00 for post warranty maintenance of the Storage Area Network and consent to the assignment of Ardent Support Technologies, LLC to Park Place Technologies, LLC.

This agreement will provide for post warranty troubleshooting and hardware replacement support for the Storage Area Network (SAN) as well as provide consent to the assignment of Ardent Support Technologies, LLC to Park Place Technologies, LLC. The SAN was originally purchased in March 2012 with a 3 year hardware and labor warranty. At the end of the warranty period a quote was received from the manufacturer in the amount of \$29,777.20 for extended support. This was deemed as exorbitant and IT staff began requesting quotes from third party maintenance vendors. Ardent Support Technologies returned the lowest and best quote.

Staff recommends approval.



Ryan Rushing, Information Technology Director



Prepared For

Prepared By

Account Name City of Midwest City
 Address 100 N. Midwest Boulevard
 Midwest City, OK 73110
 USA

Ardent Support Technologies
 12 Crosby Rd.
 Dover, New Hampshire 03820
 United States

Created Date 11/28/2016
 Quote # 6712

Account Owner Scott Keiran
 Email scottk@ardentsupport.com
 Phone (603) 842-5100

Product	Quantity	Item Description	Service Level	Sales Price	Total Price
Support	1.00	EMC VNX5300 DPE (APM00121200397) 5x 15S DAE 90x 3TB and 4TB Drives	24x7x4 Hr.	\$3,570.00	\$3,570.00
Support	1.00	EMC VNX5300 DPE (APM00121201075) 4x 15S DAE 72x 600GB and 3TB Drives ***Synchronous mirror image is currently fractured	24x7x4 Hr.	\$2,899.00	\$2,899.00
Support	4.00	Brocade 300 - Switch	24x7x4 Hr.	\$315.00	\$1,260.00

*Quote reflects pro-rated pricing for support period of 12/1/2016 - 6/30/2017

Support includes auto-notification, phone support, parts, on-site labor and configuration assistance. Does not include updates.

Total \$7,729.00

ARDENT SUPPORT TECHNOLOGIES, LLC, a New Hampshire limited liability company ("ARDENT SUPPORT TECHNOLOGIES" support provided to the undersigned customer (the "CUSTOMER") is governed by these ARDENT SUPPORT TECHNOLOGIES Terms and Conditions of Service.

1. DEFINITIONS

"Support" means hardware maintenance and repair; training; and other standard support services provided by ARDENT SUPPORT TECHNOLOGIES. "Custom support" means any agreed non-standard: support, including consulting and custom project services.

2. PRICES

Support prices, except for custom and prepaid support, may be changed by ARDENT SUPPORT TECHNOLOGIES upon 60 days' written notice. Customer can cancel contract should such price increase occur. Either party may cancel the contract at any time with written 30 days notice.

3. PAYMENT

Quarterly payments are due 30 days from ARDENT SUPPORT TECHNOLOGIES' invoice date and the term must end on June 30, 2017. Invoices for contractual support services and maintenance will be issued in advance of the support period. ARDENT SUPPORT TECHNOLOGIES may change credit or payment terms at any time when, in ARDENT SUPPORT TECHNOLOGIES' opinion, the CUSTOMER's financial condition, previous payment record, or the nature of CUSTOMER's relationship with ARDENT SUPPORT TECHNOLOGIES so warrants.

b) ARDENT SUPPORT TECHNOLOGIES may discontinue support if CUSTOMER fails to pay any sum due, or fails to perform under this or any other ARDENT SUPPORT TECHNOLOGIES' agreement if, after 10 days written notice, the failure has not been cured.

4. SUPPORT

a) CUSTOMER may order current support offering from ARDENT SUPPORT TECHNOLOGIES. Some Support (and related Products) may not be available in all geographic locations. Orders for Support are subject to the terms of the quotation in effect on the date of order.

b) To be eligible for support, products must be at current specified revision levels, and in good operating condition.

c) ARDENT SUPPORT TECHNOLOGIES may at no additional charge, modify Products to improve operation, supportability and reliability or to meet legal requirements.

d) Relocation of Products is CUSTOMER's responsibility. Relocation may result in additional support charges and modified service response times. Support of products moved to another area is subject to availability.

e) ARDENT SUPPORT TECHNOLOGIES will provide support for products not supplied by ARDENT SUPPORT TECHNOLOGIES when approved by ARDENT in writing.

f) Support does not cover any damage or failure caused by:

1) Site conditions that do not conform to site specifications. Site specifications refer to guidelines set by OEM for temperature and environmental conditions.

2) Neglect, improper use, fire or water damage, electrical disturbances, transportation by CUSTOMER, work or modifications by people other than ARDENT SUPPORT TECHNOLOGIES employees or subcontractors or other causes beyond ARDENT SUPPORT TECHNOLOGIES' control.

g) CUSTOMER is responsible for maintaining a procedure external to the products to reconstruct lost or altered CUSTOMER files, data or programs. CUSTOMER will have a representative present when ARDENT SUPPORT TECHNOLOGIES provides support services at CUSTOMER's site. CUSTOMER will notify ARDENT SUPPORT TECHNOLOGIES if products are being used in an environment that poses a potential health hazard to ARDENT SUPPORT TECHNOLOGIES employees or subcontractors; ARDENT SUPPORT TECHNOLOGIES may require CUSTOMER to maintain such products under ARDENT SUPPORT TECHNOLOGIES' supervision.

h) CUSTOMER is solely responsible for providing ARDENT SUPPORT TECHNOLOGIES with access to, and ensuring ARDENT SUPPORT TECHNOLOGIES' right and authority to access, any third party software and/or hardware used by CUSTOMER, for the purpose of performance of the support services provided hereunder. CUSTOMER shall indemnify, defend, and hold ARDENT SUPPORT TECHNOLOGIES harmless, with respect to any such access provided to ARDENT SUPPORT TECHNOLOGIES, and any claims, liabilities, losses or expenses asserted against, or incurred by ARDENT SUPPORT TECHNOLOGIES, relating to or arising from such access. Customer understands and agrees that ARDENT SUPPORT TECHNOLOGIES does not maintain independent authority to access any of CUSTOMER's third party software and hardware systems.

i) 7x24x4hr response support is defined as follows: Ardent will have an engineer on site with replacement parts in no more than 4 hours from the time CUSTOMER places a call with our support center 24 hours a day 7 days a week.

5. LIMITED WARRANTY; LIABILITY

a) ARDENT SUPPORT TECHNOLOGIES warrants that it will perform the support services provided hereunder in a professional and workmanlike manner. EXCEPT FOR THE WARRANTIES SET FORTH IN THE PRECEDING SENTENCE, ARDENT SUPPORT TECHNOLOGIES MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ARDENT SUPPORT TECHNOLOGIES HEREBY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ARDENT SUPPORT TECHNOLOGIES DISCLAIMS ANY WARRANTY THAT THE SERVICES DELIVERABLES ARDENT SUPPORT TECHNOLOGIES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES OR DELIVERABLES WILL BE PROVIDED OR OPERATE UNINTERRUPTED OR ERROR-FREE.

b) IN NO EVENT SHALL ARDENT SUPPORT TECHNOLOGIES' LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER CAUSED BY FAILURE TO DELIVER, NONPERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE FEES PAYABLE TO ARDENT SUPPORT TECHNOLOGIES UNDER THIS AGREEMENT, AND ARDENT SUPPORT TECHNOLOGIES SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT PROVIDED HEREUNDER OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, OR FOR ANY CLAIM MADE BY A THIRD PARTY REGARDLESS OF WHETHER ARDENT SUPPORT TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

6. GENERAL

a) Transactions may be conducted through Electronic Data Interchange ("EDI") or other electronic methods as agreed.

b) Without limiting the generality of Section 5 above, ARDENT SUPPORT TECHNOLOGIES will not be liable for performance delays or for non-performance due to causes beyond its reasonable control.

c) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed or has its assets assigned, the other party may cancel any unfulfilled obligations, provided that the other party has provided the affected party with a written cure notice and the affected party does not cure the breach resulting from the events described in this section within 30 days of receipt of the cure notice.

d) Either party may assign any of its rights and obligations under this agreement to the surviving corporation with or into which party may merge or consolidate or an entity to which either party transfers all, or substantially all of its business and assets when approved by CUSTOMER in writing

e) Disputes arising in connection with these ARDENT SUPPORT TECHNOLOGIES' Terms and Conditions of Sale and Service will be governed by the laws of the State of Oklahoma. The parties hereto consent to the exclusive jurisdiction of the federal and state courts of the State of Oklahoma for any legal action, suit or proceeding arising out of or in connection with this Agreement, and agree that any such action, suit, or proceeding may be brought only in such courts.

f) Provisions herein, which by their nature extend beyond the termination of support, will remain in effect until fulfilled.

g) These ARDENT SUPPORT TECHNOLOGIES Terms and Conditions of Service and any Exhibits constitute the agreement between ARDENT SUPPORT TECHNOLOGIES and CUSTOMER and supersede any previous conditions, representations or agreements between the parties, whether oral or written regarding transactions hereunder. CUSTOMER's additional or different terms and conditions will not apply. CUSTOMER's purchase of support will constitute CUSTOMER's acceptance of these ARDENT SUPPORT TECHNOLOGIES Terms and Conditions of Sale and Service, which may not be changed except by an amendment signed by an authorized member of each party.

ARDENT SUPPORT TECHNOLOGIES, LLC

CUSTOMER

By: _____

By: _____

Date: ____/____/____

Date: ____/____/____



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: December 13, 2016

SUBJECT: Discussion and consideration of approving a change order to the ImageNet Consulting contract for the Laserfiche HR implementation increasing the annual maintenance by \$600.00

As you may recall, there is an open project with ImageNet for the Laserfiche HR implementation. Due to unforeseen additional capabilities discovered in the implementation process, the Human Resources department is requesting the LincDoc eSignature software which will allow for the capture of electronic signatures on many of the forms that are currently under development. The LincDoc eSignature software module cost is \$3,000.00, but ImageNet is offering it to us for free due to a year end promotion. However, there will be an increase of \$600.00 to our annual maintenance agreement. No additional money is need at this time for professional services due to the point at which the additional capabilities were discovered in the Human Resources implementation.

Staff recommends approval.

Catherine Wilson, Human Resources Director
Attachments

Project Change Request

Change Request Number:

Date: 12/1/2016

Party requesting change: ImageNet City of Midwest City

Reason for the proposed change:

Given the need for Electronic Signatures to be collected on various public and internal LincDoc eForms by various departments at City of Midwest City, the need to add the Electronic Signature Module to the current LincDoc eForm configuration has been identified.

Requirements for change:

Once the Electronic Signature Module licensing is provisioned, the software will need to be installed and configured to work within the desired individual eForms related to the current HR Project. Since use case(s) for this Electronic Signature Module have been identified for the current, existing HR Project we will use this module to deliver the desired outcome for the HR project goals. Not included in the pricing below are the professional services related to configuring the Electronic Signature Module with any eForms outside the scope of the current HR project at the City of Midwest City.

Impact of the proposed change on project:

This project will have to be scheduled with the other current and pending projects at City of Midwest City and prioritized accordingly. LincDoc's Electronic Signature Module will be added to the current LincDoc Server configuration currently installed City of Midwest City, and configured as needed. The MSRP of the Electronic Signature Module is \$3,000 for the software and \$600 for the 1st years support, or \$3,600. With ImageNet's current 2017 years' end promotion, we are waiving the software purchase price and are only asking City of Midwest City to pay the 1st years' support of \$600. Years two and beyond, the total annual support for the licensing schema currently installed at the City of Midwest City will increase by \$600.

Pricing:

\$600.00

This Project Change Request is (circle):

Approved

Rejected

Signatures:

ImageNet Consulting Representative: _____ Date: _____

Customer Representative: _____ Date: _____



THE CITY OF
MIDWEST CITY

To: Honorable Mayor and Council

From: Tim Lyon, Assistant City Manager

Date: December 13, 2016

Subject: Discussion and consideration of awarding the bid for the Reed Center carpet project and entering into a contract with Bryan's Flooring to remove and dispose of the existing carpet and padding and installing new padding and carpet in the corridors and common space of the Reed Center for a total project cost in the amount of \$204,420.

On Tuesday, November 22, 2016 at 10:00 a.m. the City of Midwest City opened bids for a remodeling project at the Reed Center. The scope of the project includes removing and disposing of the existing carpet, and installing new and carpet in the corridors and common space of the Reed Conference Center. This area will have new carpet installed per the Marriott Brand Standard.

It should be noted that Caddell and Company amended their original bid after all bids were opened and therefore will be counted as a No Bid.

Staff recommends awarding the bid to Bryan's Flooring as the lowest and best bidder, in the amount of \$204,420. This project is budgeted in the FY 16-17 Furniture Fixtures and Expenses Budget for the hotel and conference center.

Attached is the bid tabulation for the project.

If you have any questions, please give me a call at 739-1201.

Tim L. Lyon

Tim L. Lyon, Assistant City Manager

Attachments

Bid Tabulation
REED CENTER CARPET PROJECT

Opened: Tuesday, November 22, 2016

Amount:

Bryan's Flooring Attn: Adam Bryan 601 West I-240 Service Road Oklahoma City, OK 73139 405-634-4136 405-634-6589	\$204,420.00
--	--------------

Continental Flooring Attn: Christopher Coleman 9319 N. 94 th Way, Ste. 100 Scottsdale, AZ 85258 800-825-1221 Toll Free 480-949-8509 Phone 480-945-2603 Fax	\$205,758.48
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Design & Build Group Attn: Josh Travis PO Box 674 Oklahoma City, OK 73101 405-601-2700	\$253,400.00
--	--------------

Caddell & Co., LLC Attn: Sean Caddell 3517 Wellsite Dr., Ste 103 Norman, OK 73069	\$180,549.00
Amended – (No Bid)	\$200,311.90



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and City Council

From: Mike Bower, Midwest City Emergency Manager

Date: December 13, 2016

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

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

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

Mike Bower
Emergency Manager

MIDWEST CITY, OKLAHOMA RESOLUTION 2016 - ____
ASSIGNMENT OF 9-1-1 FEES TO 9-1-1 ACOG

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

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

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

NOW THEREFORE, the City of Midwest City Oklahoma, pursuant to its police powers and authority as a local governmental unit and as the authorized recipient of any and all 9-1-1 fees and taxes under Oklahoma law, does hereby, for good and valuable consideration, grant and convey unto the 9-1-1 ACOG all of its right, title, interest, estate and every claim and demand, both at law and in equity, in and to all of the following property: 100% of all fees and taxes for the provisioning of 9-1-1 emergency telephone service, to which it may be entitled from any telephone service provider, or the Oklahoma Tax Commission of the State of Oklahoma, as authorized under the statutory authority of Title 63, Oklahoma statutes, or any other legal authority; together with all the singular rights thereunto belonging, for the duration and balance of the entire fiscal year ending June 30, 2017.

IN WITNESS WHEREOF, this Assignment of 9-1-1 fees to 9-1-1 ACOG is executed on behalf of the City of Midwest City, Oklahoma, pursuant to a duly adopted Resolution of its City Council, this ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

CITY ATTORNEY



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

Memorandum

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Public Works Director

DATE: December 13, 2016

SUBJECT: Discussion and consideration of awarding and entering into a contract with CXT Incorporated for the purchase and on-site installation of a new prefabricated flame retardant restroom to be erected near the tennis courts in Joe Barnes Regional Park with a base bid of \$49,130, with option two (2), auto motion controlled faucets in the amount of \$950.00 and option four (4), ADA exterior water fountain in the amount of \$3,410.00, for the total award amount of \$53,490.00.

On Tuesday, November 22, 2016, at 2:00 p.m., bids were opened for the purchase and on-site installation of a prefabricated flame retardant restroom to be erected near the tennis courts in Joe B. Barnes Regional Park; a bid was submitted by CXT Incorporated meeting specifications with a base bid of \$49,130, with option two (2), auto motion controlled faucets in the amount of \$950.00 and option four (4), ADA exterior water fountain in the amount of \$3,410.00, for the total award amount of \$53,490.00.

Funds are available through Capital Outlay Fund.

Staff recommends approval.

Vaughn K. Sullivan
Community Services Director

Attachment: Bid Tabulation Sheet

CONSTRUCTION AND ON-SITE INSTALLATION OF ONE (1) OR MORE

PREFABRICATED FLAME RETARDANT RESTROOM

BID TAB

CXT Denali	Base Bid Without Options	\$49,130.00	The Public Restroom Com	Base Bid Without Options	NO BID
Attn: Wendy Kapraun	1. Ventilation Solar Powered	N/A	Attn: Pat Mcbride	1. Ventilation Solar Powered	
P.O. Box 265	2. Faucets: Energy Conserving	\$950.00	9390 Gateway Drive	2. Faucets: Energy Conserving	
Waverly, WV 26184-265	3. Interior Lights: Energy conserv	INCLUDED	Suite 102	3. Interior Lights: Energy conserving	
Tele: 800-837-8918 Ex 315	4. One (1) exterior ADA complian	\$3,410.00	Reno, NV 89521	4. One (1) exterior ADA compliant	
wkapraun@lbfoster.com			Tele: 888-888-2060		
Kurt Mee			pat@publicrestroomcompany.com		
Tele: 303-552-1843					
kmee@lbfoster.com					
Gary Burger is Kurt's Boss					
Construct Connect	Base Bid Without Options	NO BID			
Attn: Cathy Locsin	1. Ventilation Solar Powered				
30 Technology Parkway South	2. Faucets: Energy Conserving				
Suite 100	3. Interior Lights: Energy conserving				
Norcross, GA 30092	4. One (1) exterior ADA compliant				
Tele: 323-602-5079 ex 73318					
cathy.locsin@constructconnet.com					
Artison Craftman and Design	Base Bid Without Options	NO BID			
Attn: Jim Lawrence	1. Ventilation Solar Powered				
3901 Frontier Cir	2. Faucets: Energy Conserving				
Norman, OK 73026	3. Interior Lights: Energy conserving				
Tele: 405-520-1652	4. One (1) exterior ADA compliant				
oneway@coxinet.net					



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: December 13, 2016

Subject: Discussion and consideration of allowing the Midwest City Chamber of Commerce to use City-owned light poles at various locations within Midwest City for banners to publicize the 75th Anniversary of Midwest City and Tinker Air Force Base.

The Midwest City Chamber of Commerce requests permission to use City-owned light poles situated on rights-of-way for banners to publicize the City's 75th Anniversary. There would be 50 banners up to 30" X 38-40" in size. The banners would go up depending on when sponsorships are received and will remain up throughout 2017. Staff would recommend that all banners be removed from utility poles no later than January 15, 2018.

Per Municipal Code Article VII, Sign Regulations; Section 9-384, Permits and Inspections; (h)(8), "The following signs and activities do not require a sign permit but shall comply with all other provisions of this Code: Public use or public service signs including traffic control and street name signs, community service information signs, public transit service signs, public utility information signs, safety signs, danger signs and all other signs erected by a public officer in the performance of a public duty." The banners will be installed and maintained by the City's Street Department, if approved.

Approval is at the discretion of the Council.

Billy Harless
Community Development Director



P.O. Box 10980
Midwest City, Oklahoma 73140
T:405.733.3801 F:405.733.5633
midwestcityok.com
facebook.com/
midwestcitychamberofcommerce
twitter.com/MWCCChamber



November 17, 2016

The Honorable Matt Dukes
and Members of the City Council
City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

Dear Mayor Dukes and Council Members:

Midwest City and Tinker Air Force Base are celebrating their 75th Anniversaries in 2017. Many joint commemorations are being planned by a committee made up of members of the community and local leadership. One unique way the committee hopes to showcase our anniversary year is in the form of a banner campaign throughout the City.

Banners will feature the official 75th Anniversary logo along with the name of a sponsoring organization or individual. The committee is currently working with the City of Midwest City Community Development Department regarding the banner specifications, locations, and installation. We welcome input from the Council for the appropriate placement of the banners.

The Committee is requesting special authorization to display the 75th Anniversary banners and humbly request assistance from the City of Midwest City's Streets Department to install and maintain the banners on City-owned light poles situated on rights-of-way throughout our City for 2017.

Your favorable consideration of this request is greatly appreciated. Please accept our gratitude for assisting the 75th Anniversary Committee in sharing these monumental celebrations of our City and Tinker Air Force Base.

Respectfully,

Bonnie Cheatwood
Executive Director

2016 Board of Directors

Cliff Aldridge, Bob Bondaruk, Damon Brown, Joe Crosthwait,
Paula Enix, Ryan Epley, Natalie Griffin-Malicoate, Erick Heald,
Jim Jordan, Johnny Jump, John Lyttle, Jake Matherly,
Norm Mejstrik, Bill Redenius, John Turner, Stacy Willard,
Frank Williams, Oscar Womack

Executive Committee

Wade Moore | President
Randy Smith | Past President
Danita Hayes | Vice President of Organization Development
Mike Kloiber | Vice President of Public Image
Pam Teply | Vice President of Business Development
Dr. Jeanie Webb | Vice President of Community Development
James Finch | Treasurer



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: December 13, 2016

SUBJECT: Discussion and consideration of awarding the bid and entering into a contract with Watchguard Video for one or more L.E. (Law Enforcement) body-worn cameras in the total amount of \$1,195.00 for each, which fully integrates with the current in-car camera system.

On Tuesday, November 29, 2016 at 2:00 p.m. the City of Midwest City opened bids for one or more L.E. body-worn camera systems. The only bid was submitted by Watchguard Video. The bid meets all specifications for a total \$1,195.00 for each camera.

Staff recommends approval.

Brandon Clabes
Chief of Police

Bid Tab 11/29/16 Purchase of One or More Law			
Enforcement Body Worn Camera(s)			
Description:	Quantity	Unit Price	Volume Pricing
Watch Guard			
Body Worn Camera/w Cradle	1	\$895.00/Vista Extended	Not Applicable
		\$1,195.00 Vista WiFi	
Multi Bay Cradle	1	\$1,495.00	
Mount	1	included in body worn camera	Not Applicable
Extende Warranty	1	\$380.00 3yr No Fault-For Vista Extend	Not Applicable
		\$450.00 3yr No Fault -for VistaWiFi	
Options:			
Smartphone Application	1	\$75.00 Included w/EL4 maintance	Not Applicable
Integration w/Current WatchGuard 4RE	1	\$195.00(Smart PoE Switch	Not Applicable
Vehicle Charger	1	\$200.00	Not Applicable

Due: Tuesday, November 29th, 2016 at 2:00 pm

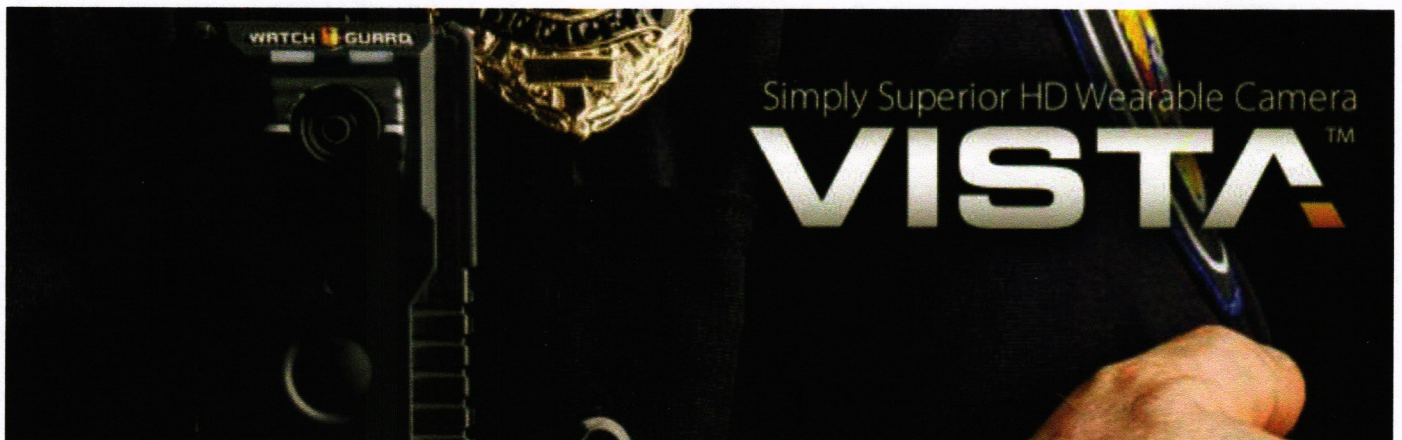


Proposal for the Purchase of One or More Law Enforcement Body Worn Camera(s)

Midwest City, Oklahoma



Submitted by
WatchGuard Video



WatchGuard Video
415 Century Parkway, Allen, TX 75013
1.800.605.MPEG (6734)
www.watchguardvideo.com

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28th of November, 2016

City of Midwest City
City Clerk's Office – Municipal Bldg
100 N. Midwest Blvd.
Midwest City, OK 73110

Reference: Purchase of One or More Law Enforcement Body Worn Camera(s)

We are pleased to present the VISTA HD Wearable Camera. VISTA sets new standards in ruggedness, overall performance, and ease of use.

Unlike nearly every competing system, VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and is able to record up to 9 hours of continuous HD video.

No other system on the market can offer these features or functionality.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Kyrié Endres".

Kyrié Endres
Proposal Manager



Contact Information:

Bid Point of Contact

Kyrie Endres, Proposal Manager

(214) 785-2608 - Direct

bids@watchguardvideo.com - Email

Company

WatchGuard Video

415 Century Parkway

Allen, TX 75013

(800) 605-6734 – Toll Free

(972) 423-9777 – Main

(972) 423-9778 – Fax

Invitation for Sealed Bids

PURCHASE OF ONE OR MORE LAW ENFORCEMENT BODY WORN CAMERA(S)

CITY OF MIDWEST CITY

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

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

Published in: *Midwest City Beacon*

Date Advertised: *November 11, 2016*

Bids must be in the Office of the City Clerk by no later than **2:00 P.M. on November 29, 2016.**
IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

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

Description	Quantity	Unit Price	Volume Pricing Not Applicable
Body Worn Camera/W Cradle	One (1)	\$895/VISTA Extended	-\$1,195/VISTA WiFi
Multi Bay Cradle	One (1)	\$1,495	
Mount	One (1)	included with Body Worn Camera	
Extended Warranty	One (1)	\$380 - 3 Yr No Fault	- for VISTA Extended
		\$450 - 3 Yr No Fault	- for VISTA WiFi
Option:			
Smartphone Application	One (1)	\$75 - Included with EL4 Maintenance	
Integration with Current WatchGuard 4RE	One (1)	\$195 (Smart PoE Switch)	
Vehicle Charger	One (1)	\$200	
Optional mounting system	One (1)		

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

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

DELIVERY WILL BE MADE IN 30 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 28th DAY OF November, 2016

FIRM Enforcement Video, LLC dba WatchGuard Video BY *Kyrie Emmons*

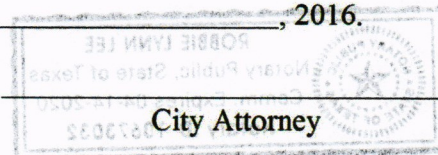
ADDRESS 415 Century Pkwy, Allen, TX 75013 TITLE Proposal Manager

Accepted by the City Council this 28th day of November, 2016.

Mayor

City Clerk

Approved as to form this _____ day of _____, 2016.



NON COLLUSION AFFIDAVIT

STATE OF Texas)

SS.

COUNTY OF Collin)

The undersigned Kyrie Endres, Proposal Manager, of lawful age, being first
(architect, contractor, supplier or engineer – printed name)
duly sworn, on oath says that s/he is the agent authorized by the bidder to submit the attached bid.
Affiant further states that the work, services, or materials will be completed or supplied in
accordance with the plans, specifications, orders or requests furnished the affiant for the project
described as:

PURCHASE OF ONE OR MORE LAW ENFORCEMENT BODY WORN CAMERA(S)

Affiant further states that s/he has made no payment of money or any other thing of value directly
or indirectly to any elected official, officer or employee of the City of Midwest City or any of its
affiliated entities to obtain or procure the contract or purchase order.

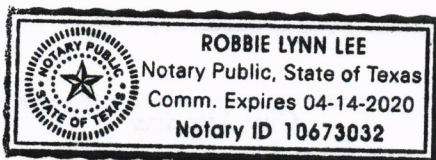
Kyrie Endres
Signature of Affiant

Subscribed and sworn to before me this 28th day of November, 2016

Robbie Lynn Lee
Notary Public

My Commission Expires:

04-14-2020
My Commission Number: 10673032



Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the City of Midwest City. After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

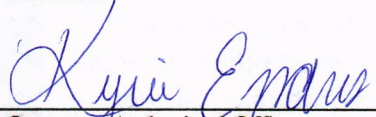
Contractor will retain and make available for inspection by the City, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the City. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the City, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on November 28, 2016.

WatchGuard Video

Contractor

By: _____


Owner or Authorized Officer

LAW ENFORCEMENT BODY WORN CAMERA(S)

MINIMUM SPECIFICATIONS:

BODY WORN CAMERA DEVICE

Simple one (1) touch recording

VISTA includes an easy one-touch operation. Simply press the button on the front of the camera to begin recording. Press the button again to end a recording. Once a recording is complete, the user has the option (can be administratively configured to be required) to select an event category, which can be used for video searches and retention.



One (1) touch stopping of recording

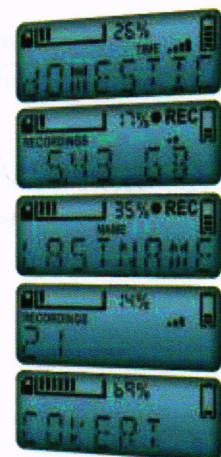
VISTA complies with this specification. See above.

Covert Mode or ability to turn off all light emitting sources

VISTA can be switched into a covert mode to ensure the camera doesn't give away an officer's position. Covert mode disables the power and record LEDs, and silences any audible indicators.

Backlit LCD display

VISTA was designed to be simple to use and intuitive while providing clear information as to camera status and operating condition. Most other cameras use a single blinking LED light to communicate the status of storage, battery life, and recording state. The information available from this is minimal and often confusing. VISTA incorporates an LCD screen on the top of the camera to show exactly how much memory is still available, the exact battery life, how many recordings have been captured, and of course the recording state. The screen is also used to easily categorize recordings once they are stopped.



32 GB storage

VISTA complies with this specification. VISTA’s 32GB of internal storage can hold up to 25 hours of standard definition video, or 12 hours of high definition video.

Video resolution 640X480, 720P

The VISTA wearable camera features high quality video and sound capabilities. The camera has six selectable video recording resolutions, including:

- 720p (1280x720) – High, Medium and Low
- 480p (864x480) – High, Medium and Low

VISTA Video Quality and File Sizes			
Setting	Resolution (pixels)	Sample Rate (megabits/second)	Average File Size Per Hour (gigabytes)
HQ-High	1280x720	5	2.32
HQ-Medium	1280x720	4	1.89
HQ-Low	1280x720	3	1.46
SQ-High	864x480	2	1.09
SQ-Medium	864x480	1.5	0.88
SQ-Low	864x480	1	0.66

WatchGuard chose 720p not because it’s the highest possible setting, but because we believe that it is the *right* setting. 720p strikes a great balance between quality and file size. To move to 1080p would be to significantly increase the file size of every video that is recorded as well as impact battery life by requiring more from the camera’s processor.

120 degree field of view

VISTA has a 130° Horizontal field of view, and a 71° vertical field of view. The camera lens is capable of being rotated 28 degrees vertically. These angles allow the camera to have a picture covering 8.5 feet wide by 3 feet high, from 24 inches away. An example of the resulting image is below.



AUDIO

Automatic Gain Control (AGC) to continuously adjust audio quality

VISTA complies with this specification.

Background noise reduction

VISTA is the first police body camera to use high fidelity microphone technology, which produces true CD audio quality. The silicon based audio sensor eliminates distortion from loud sounds while still picking up soft spoken speech. The sophisticated acoustic foam chamber also blocks most wind noise.

Frequency response 100 Hz to 10 kHz @ - 50db

VISTA complies with this specification.

CRADLE

USB Cradle for downloading captured video

VISTA can be charged in either the USB base connected to a workstation or directly to power. The 8-Bay Ethernet Transfer Station will also charge cameras while transferring video. VISTA WiFi will include an in-car charging cradle that can also be used for charging while in the field.

Charge camera when in cradle

VISTA complies with this specification. Please see above.

Single or Multiple

VISTA complies with this specification with either the USB Dock or the 8-Bay Transfer Station.

BATTERY

6 hours of continuous recording

The approximate battery life of a single charge allows for continuous recording of:

- Standard Capacity
 - 6 Hours of recording at 720p resolution
 - 6.7 hours of recording at 480 p resolution
- Extended Capacity
 - 9 Hours of recording at 720p resolution
 - 10 Hours of recording at 480p resolution

12 hours standby

VISTA includes intelligent standby timers to help further the actual battery life. VISTA has the ability to be configured to enter standby mode after a determined time has elapsed based on two independent options: No Movement – determined by internal accelerometers; or No Button Presses. VISTA includes a Lithium Polymer battery has a stand-by battery life of:

- Standard Capacity – 12.5 hours

- **Extended Capacity – 19 hours**

3 hours recharge time

VISTA can be completely charged in approximately 4 hours.

RUGGEDNESS

MIL-STD 810F

VISTA is designed to meet IP54 waterproof and drop test standards, and is MIL-STD-810F certified.

IP54

VISTA complies with this specification. See above.

30° F to+ 185° F

VISTA exceeds this specification. It has an operating temperature of 40°F to +185°F.

I/O INTERFACES

USB Cradle

VISTA complies with this specification.

Optional Ethernet Cradle

The VISTA 8-Bay Ethernet Transfer Station has an Ethernet connection.

Multi bay Cradle

VISTA's Transfer Station complies with this specification with 8 bays.

WiFi Capable

VISTA WiFi complies with this specification.

WARRANTY

Minimum 1 year

WatchGuard Products come with a one year Warranty.

VIDEO STORAGE/EVIDENCE MANAGEMENT

On- Site video storage

EL4 is a locally hosted solution that provides advanced file management, a graphical search engine, the ability to share important evidence, and a feature-rich media player, which is all accessible from a convenient Web Client.

Microsoft Server 2014 compatible

Evidence Library complies with this specification.

Microsoft SQL compatible

Evidence Library 4 (EL4) is a powerful application that utilizes sophisticated Microsoft SQL Server databases.



LIMITED WEARABLE CAMERA HARDWARE WARRANTY

WatchGuard Video, in recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. Where defects in material or workmanship may occur, the following warranty terms and conditions apply:

WARRANTOR – This warranty is granted by WatchGuard Video, 415 Century Parkway, Allen, TX 75013, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard Video.

PARTS AND COMPONENTS COVERED – All parts and components, including consumable items such as batteries, and repair labor of the warranted unit manufactured and/or installed by WatchGuard Video are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Limited Warranty excludes camera mounts and normal wear-and-tear items such as frayed or broken cords and scratched or broken displays. WatchGuard reserves the right to charge for damages resulting from abuse, improper use, or extraordinary environmental damage (such as submersion in liquid) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the WatchGuard Video system was internally changed, modified, or repair attempted, the system warranty will become null and void.

LIMITED LIABILITY – WatchGuard Video's liability is limited to the repair or replacement of components found to be defective by WatchGuard Video. WatchGuard Video will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is diagnosed by WatchGuard Video's Customer Service phone support and proves to be defective in material or workmanship, WatchGuard Video shall replace the defective unit with an Advance Replacement unit. The Advance Replacement unit will ship via UPS ground and include a prepaid shipping label to return the defective unit, which must be received by WatchGuard Video within thirty



days. The Advance Replacement unit pursuant to this warranty shall be warranted for the remainder of the warranty period.

SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and WatchGuard Video will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact WatchGuard’s Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to WatchGuard Video. WatchGuard Video will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard Video’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

EXTENDED WARRANTY – A 3 Year Extended “No-Fault” Warranty may be purchased directly from WatchGuard Video. Any and all extended warranties must be purchased prior to the expiration of any previous warranty. Failure to purchase an extended warranty prior to the expiration of the warranty period will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. Should you have any further questions regarding the WatchGuard Video limited warranty, please direct them to:

WatchGuard Video

Attn: Customer Service Department

415 Century Parkway

Allen, Texas 75013

(800) 605-6734 Toll Free Main Phone

(972) 423-9777 Main

(972) 423-9778 Fax

www.watchguardvideo.com

support@watchguardvideo.com



VISTA NO-FAULT 3 YEAR EXTENDED HARDWARE WARRANTY

WatchGuard Video, in recognition of the high demands placed on all equipment worn, and used by Police Officers is offering the following No-Fault Warranty option. WatchGuard warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase in its standard Limited Warranty.

The No-Fault 3 Year Extended Warranty may be purchased directly from WatchGuard Video. Any and all No-Fault warranties must be purchased with the initial purchase of the VISTA unit, and the VISTA No-Fault warranty must also be purchased for all VISTA units. Failure to purchase the No-Fault warranty at the time of purchase will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. The following warranty terms and conditions apply with the purchase of the No-Fault VISTA Camera Warranty:

WARRANTOR – This warranty is granted by WatchGuard Video, 415 Century Parkway, Allen, TX 75013, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard Video.

PARTS AND COMPONENTS COVERED – The VISTA No-Fault warranty covers all parts and components of the VISTA Standard, and the VISTA Extended capacity Body Worn Cameras. This also includes the base, cables, and battery replacements during the life of the extended warranty. Repair labor of the warranted unit manufactured and/or installed by WatchGuard Video are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The No-Fault Warranty will not include systems with intentionally altered or removed serial numbers, or it is determined that the WatchGuard Video system was internally changed, modified, or repaired.

LIMITED LIABILITY – WatchGuard Video's liability is limited to the repair or replacement of components. WatchGuard Video will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective.



REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is damaged in any way, WatchGuard Video shall replace the unit with an Advance Replacement unit. The Advance Replacement unit will ship via UPS ground and include a prepaid shipping label to return the defective or damaged unit. WatchGuard requires that any and all parts and pieces of the damage unit be returned. By contacting WatchGuard to send in a unit in for repair or replacement under the No-Fault Warranty, the customer agrees to return the damaged unit within 30 days. Failure to return the unit will result in the customer being billed the full purchase price for the new advance shipped unit. The Advance Replacement unit pursuant to this warranty shall be warranted for the remainder of the warranty period.

SHIPPING –Throughout the duration of the warranty period, WatchGuard Video will provide an Advance Replacement unit with a prepaid shipping label to return any defective unit for end users in the continental United States provided serial numbers are submitted during the Customer Service diagnostic process. In such event, contact WatchGuard’s Customer Service Department for troubleshooting and to start the diagnostic process. Any expedited shipping costs are the responsibility of the end user. Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard Video’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation.

You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

Should you have any further questions regarding the WatchGuard Video No-Fault warranty, please direct them to:

WatchGuard Video

Attn: Customer Service Department
415 Century Parkway
Allen, Texas 75013
(800) 605-6734 Toll Free Main Phone
(866) 384-8567 Toll Free Queued Customer Service
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: December 13, 2016

SUBJECT: Discussion and consideration of 1) declaring six (6) in-car cameras model DV-1 surplus, and authorizing disposal of six (6) by trade-in to WatchguardVideo, and 2) awarding the bid to and entering into a contract with Watchguard Video for one or more new model 4RE in-car camera systems for fiscal year 2016-2017 in the amount of \$4,995.00 per unit, less the trade-in amount.

On Tuesday, November 29, 2016, at 2:00 p.m. the City of Midwest City opened bids for one or more model 4RE in-car camera systems. The only bid was submitted by Watchguard Video. The bid meets all specifications for a total \$4,995.00 for each, less the trade in value of \$795.00 for DV-1.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Bid 11/29/16 Purchase of One or More Server		
Based In-Car Camera System with		
Optional Integrated Body Worn Camera		
Description:	Unit Price	Volume Pricing
	One (1)	50 Body Worn & 30 in Car
Taser		
Complete In-Car camera system	Yr 1 \$2,715.99	Yr 1-\$8,479.70
	Yr 2-5 \$468.00/yr	Yr 2-5 \$14,040.00/yr
Option:	One (1)	
Integrated Body Worn System	Yr 1- \$1,018.70	Yr 1- \$50,935.00
	Yr 2-5 \$194.30/yr	Year 2-5 \$14,715.00/yr
Vendor Trade In		
Model WatchGuard DV-1C	\$50.00 per system	Trade-In Credit
Model WatchGuard DV-1B	\$50.00 per system	Trade-In Credit
Model WatchGuard 4RE	\$50.00 per system	Trade-In Credit
GateKeeper		
Complete In-Car camera system	1-10 \$3,119.41	11+ 2,864.86
Option:		
Integrated Body Worn Camera	No Bid	
Vendor Trade In		
Model WatchGuard DV-1C	No Bid	
Model WatchGuard DV-1B	No Bid	
Model WatchGuard 4RE	No Bid	
Digital-Alley		
Complete In-Car camera system	\$2,625.00	1-49 \$2,625.00
		50 or more \$2,495.00
Option:		
Integrated Body Worn Camera	\$795.00	1-24= \$810.00
		25-49= \$760.00
		50-99 = \$740.00
Vendor Trade In	One (1)	
Model WatchGuard DV-1C	\$50.00 per system	
Model WatchGuard DV-1B	\$50.00 per system	
Model WatchGuard 4RE	\$50.00 per system	
WatchGuard		
Complete In-Car camera system	\$4,995.00	
	with Pano Camera	
Option:		
Integrated Body Worn Camera	\$5,495.00	
Vendor Trade In		
Model WatchGuard DV-1C	\$795.00	
Model WatchGuard DV-1B	\$795.00	
Model WatchGuard 4RE	\$795.00	

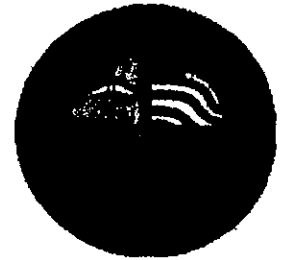


Due: Tuesday, November 29th, 2016 at 2 pm



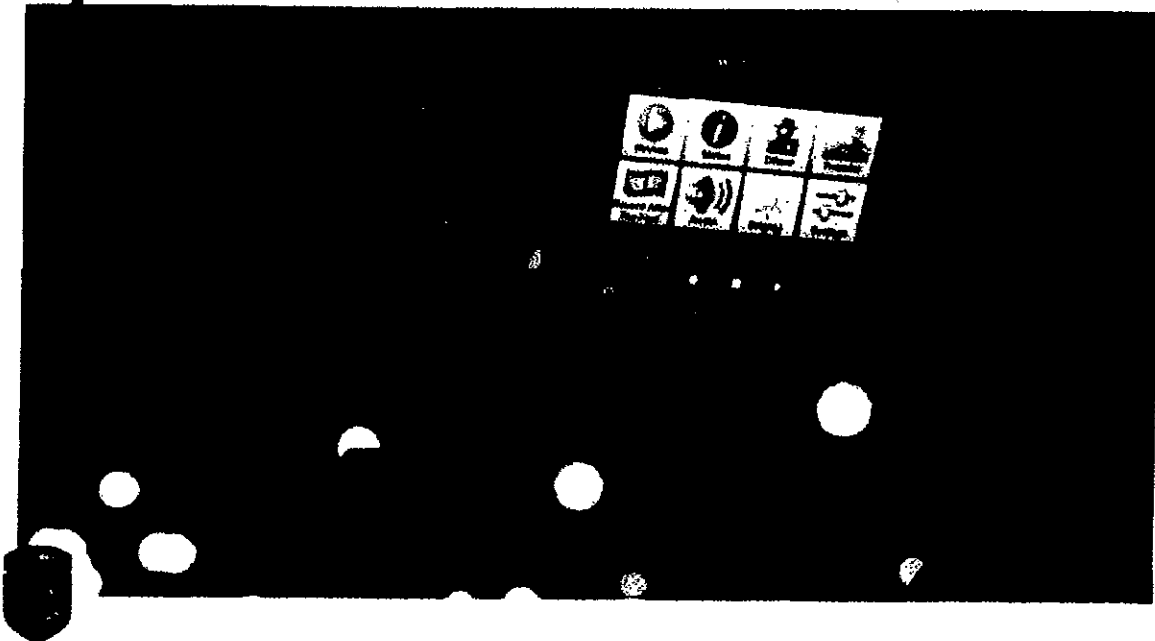
**Proposal for the Purchase of One or More Server Based In-Car
Camera Systems with an Optional Integrated Body Worn Camera**

Midwest City, Oklahoma



Submitted by
WatchGuard Video

4RE HIGH DEFINITION, WIRELESS TRANSFER, SERVER-BASED IN-CAR VIDEO FOR LAW ENFORCEMENT



WatchGuard Video
415 Century Parkway, Allen, TX 75013
1.800.605.MPEG (6734)
www.watchguardvideo.com

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28th of November, 2016

City of Midwest City
City Clerk's Office – Municipal Bldg
100 N. Midwest Blvd.
Midwest City, OK 73110

Reference: ITB for Purchase of One or More Server Based In-Car Camera Systems with an
Optional Integrated Body Worn Camera

WatchGuard Video is pleased to present the 4RE HD Wireless In-Car Video System and the Evidence Library Express Solution. 4RE HD makes high definition practical by eliminating the painful compromise between video quality and file storage needs. This means your agency will have high definition video (with 3.5X higher image resolution) for all of your court-bound video while simultaneously requiring less total storage than any other competing systems – or in other words you get HD video at SD cost.

4RE is not only unique for its high definition capability, but also for its dual drive architecture that enables a feature called "Record-After-the-Fact" which effectively gives your agency the power to go back in time to capture video that was not initially recorded.

WatchGuard Video has also recently introduced the High Fidelity Wireless Microphone. The Hi-Fi microphone provides near CD audio quality, one to two miles of range, and has a typical battery life of one week on a single charge. No other system on the market can offer these features or functionality.

Thank you for your consideration to this proposal.

Respectfully Submitted,

A handwritten signature in black ink that reads "Kyrie Endres". The signature is written in a cursive, flowing style.

Kyrie Endres

Proposal Manager

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



Contact Information:

RFP Point of Contact

Kyrie Endres, Proposal Manager
(214) 785-2608 - Direct
bids@watchguardvideo.com - Email

Company

WatchGuard Video
415 Century Parkway
Allen, TX 75013
(800) 605-6734 – Toll Free
(972) 423-9777 – Main
(972) 423-9778 – Fax

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

Invitation for Sealed Bids

**PURCHASE OF ONE OR MORE SERVER-BASED
POLICE IN-CAR CAMERA SYSTEMS WITH AN OPTIONAL INTEGRATED BODY
WORN CAMERA**

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

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

Published in: *Midwest City Beacon*

Date Advertised: *November 11, 2016*

Bids must be in the Office of the City Clerk by no later than **2:00 P.M. on November 29, 2016.**
IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

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

Description	Quantity	Unit Price	Not Applicable Volume Pricing
Complete In-Car camera system	One (1)	\$4,995.00 (with Pano Camera)	
Option: Integrated Body Worn Camera	One (1)	\$5,495.00	

Vendor Trade In or Purchase of current In-Car Camera System

Model WatchGuard DV-1C	One (1)	\$795.00
Model WatchGuard DV-1B	One (1)	\$795.00
Model WatchGuard 4RE	One (1)	\$795.00

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

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

DELIVERY WILL BE MADE IN 30 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 28th DAY OF November, 2016

FIRM Enforcement Video, LLC dba WatchGuard Video *Kyrie Enders*

ADDRESS 415 Century Pkwy, Allen, TX 75013 TITLE Proposal Manager

Accepted by the City Council this _____ day of _____, 2016.

Mayor
Matthew D. Dukes II

City Clerk
Sara Hancock

Approved as to form this _____ day of _____, 2016.

City Attorney
Philip W. Anderson

NON COLLUSION AFFIDAVIT

STATE OF Texas)

SS.

COUNTY OF Collin)

The undersigned Kyrie Endres, Proposal Manager, of lawful age, being first
(architect, contractor, supplier or engineer – printed name)
duly sworn, on oath says that s/he is the agent authorized by the bidder to submit the attached bid.
Affiant further states that the work, services, or materials will be completed or supplied in
accordance with the plans, specifications, orders or requests furnished the affiant for the project
described as:

PURCHASE OF ONE OR MORE SERVER BASED IN-CAR CAMERA SYSTEMS.

Affiant further states that s/he has made no payment of money or any other thing of value directly
or indirectly to any elected official, officer or employee of the City of Midwest City or any of its
affiliated entities to obtain or procure the contract or purchase order.

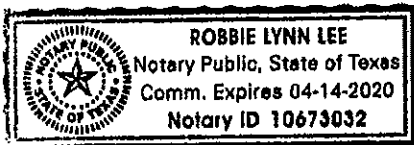
Kyrie Endres
Signature of Affiant

Subscribed and sworn to before me this 28th day of November, 20 16

Robbie Lynn Lee
Notary Public

My Commission Expires:

04-14-2020
My Commission Number: 10673032



Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the City of Midwest City. After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

Contractor will retain and make available for inspection by the City, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the City. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the City, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on November 28, 2016.

WatchGuard Video

Contractor

By: Kylie Ender

Owner or Authorized Officer

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SERVER BASED IN-CAR CAMERA SYSTEMS

Specifications

Any in-car system bid shall consist of a minimum of one forward facing miniature camera, one rear facing miniature camera, one DVR (digital video recorder), one wireless microphone, and one cabin microphone.

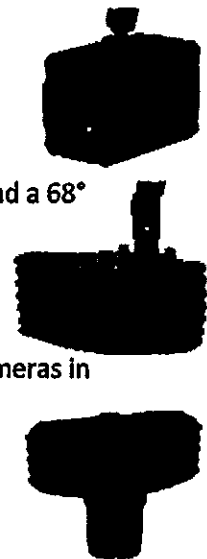
4RE consists of the following components:

➤ Touch Screen Graphical User Interface

- 4RE Remote Display Control Panel features a 4.3" LED backlit touch screen. The user interface that is throughout the in-car experience is intuitive and easy to navigate, when needed.
- Nearly all of the functions that an Officer will interact with on a daily basis are hardware keys laid out along the Control Panel. Preferences such as brightness and volume are also at the push of a button. Preferences are remembered each time the Officer starts their 4RE system.

➤ High Definition Front Camera (Multiple Options Available)

- The HD Mini Zoom Camera with Ultra-Wide Dynamic Range and a 57° field of view supporting 12x optical zoom.
- The HD Zero Sightline (ZSL) Camera with Ultra-Wide Dynamic Range and a 68° field of view in a compact low profile housing allowing it to be positioned behind the rear view mirror out of the officer's line of sight.
- The Panoramic X2 Camera with two HD Ultra-Wide Dynamic Range cameras in one housing. This camera features a 68° field of view primary forward camera and an ultra-wide angle panoramic strip camera.



➤ **Back Seat Camera**

- The 4RE system will include a compact, full color back seat camera with infrared illumination for back seat recording in zero light conditions.



➤ **DVR with Dual Drive Architecture**

- 4RE uses an advanced dual drive architecture that provides redundancy and the ability to recover video that was not previously recorded. The first drive is an integrated drive. This drive may be a 64GB solid state drive or a 200GB automotive grade hard drive. 4RE buffers video and audio (when audio is active) to this drive any time the system is powered up.
- 4RE also includes a removable 16GB USB flash drive that is secured behind a locking door. All recorded events are copied to this USB drive, giving the Department a redundant means with which to transfer video. If the USB drive were ever used to transfer video, 4RE is still maintaining that video on its integrated hard drive. If that USB drive became damaged or lost 4RE is still protecting its copy in the car. The DVR will protect that video on the integrated hard drive until it receives secure confirmation from the server that the event has been uploaded.



➤ **High Fidelity Wireless Microphone System**

- The WatchGuard High Fidelity (Hi-Fi) Wireless Microphone is has superior quality and design. Rubber over-molded construction protects it from harsh environmental conditions and accidental dropping. In addition to the Hi-Fi microphones rugged design, it has superior performance and quality. The Hi-Fi microphone is designed around high powered industrial radio modem technology instead of the cordless telephone technology used by nearly every other wireless microphone in the in-car video industry.
- Other features include:



- Near CD Quality High Fidelity Sound
- Audio Range - 200 – 12K Hz (vs. 200 – 4K Hz)
- Line of Sight Range – 1 to 2 Miles (vs. 1,200 ft.)
- Superior Building Penetration Performance
- Battery Life (Lithium Polymer iPod Battery)
- Typical Talk Time – 24 Hrs. (vs. 12 Hrs.)
- Typical Standby time – 30 Days (vs. 12 Hrs.)
- Charge Time – 2.5 Hours
- LCD Status Display
- Robust Duty Belt Clip and Rotatable Alligator Clip

➤ Cabin Microphone

- Each system includes an internal cabin microphone that records on a separate sound audio channel from the wireless microphone system when activated. This microphone is amplified in order to clearly pick-up even the faintest of conversations. Additionally, this microphone is wired and extendable so that it may be installed in an optimal location for any type of vehicle.

➤ Wireless Radio, Antenna, Power over Ethernet Injector

A. Forward facing camera shall be full color. This camera must be visor mounted. Any bidder proposing anything other than a visor-mounted forward facing camera must describe in detail the proposed alternate location and mounting of the camera. Camera shall have minimum 2 lux rating for night time recording in low light conditions. Full control of camera shall be available through the touch screen graphical user interface.

The camera must also have:

1. Auto-focus
2. Auto white balance
3. Auto shutter
4. Auto night view recording

4RE has three front camera options available:

- HD Mini Zoom
- Zero Sightline
- Panoramic

HD Mini Zoom Camera Specifications

The HD Mini Zoom camera has backlit controls for auto-zoom, zoom in, zoom out, auto-focus, focus far, focus near, back light compensation, and night view mode. All camera controls are also accessible using the system's touch screen control panel.

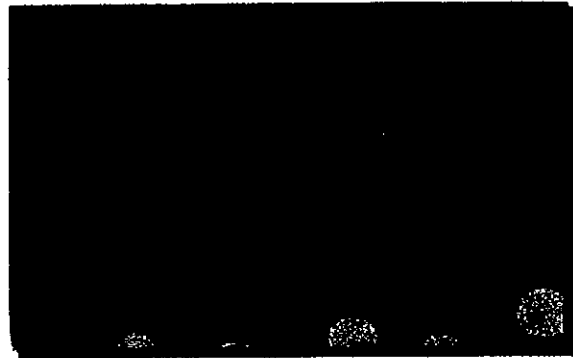
- Dual-Exposure, Ultra-WDR Technology
- 720p HD Resolution (1280x720)
- 16:9 Aspect Ratio
- 57 Degree Wide Field of View
- 12x Optical Zoom
- Large Format, Dual-Exposure CMOS Sensor
-
- F1.6 Optics, 0.82 LUX Full Color



ZSL (Zero Sightline) Camera Specifications

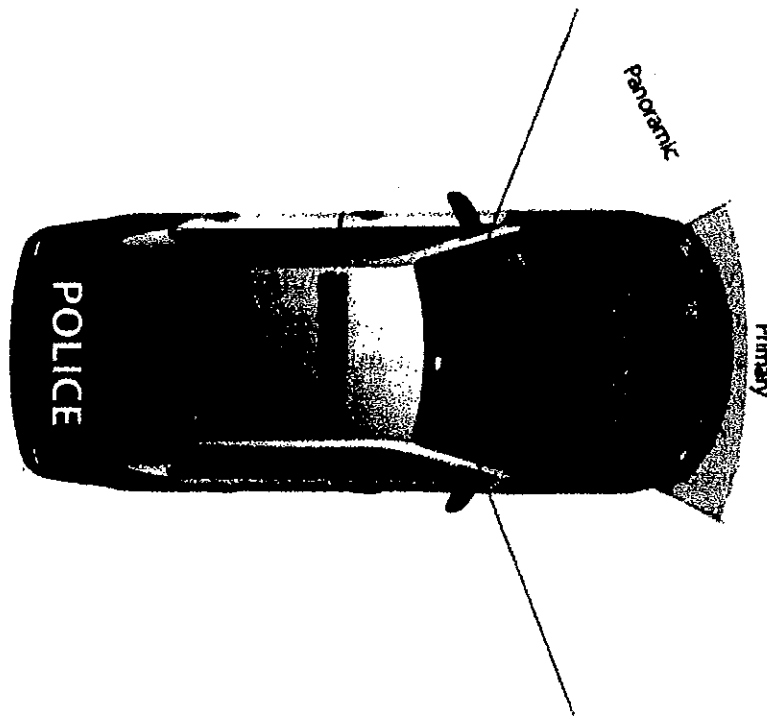
The ZSL camera has no interference with an officer's line of sight while driving. Smaller than a smartphone, this camera tucks neatly behind the rearview mirror. The ZSL camera uses Wide Dynamic Range to handle difficult lighting conditions dramatically better than standard camera technology. All camera controls are accessible using the system's touch screen control panel.

- Dual-Exposure, Ultra-WDR Technology
- 720p HD Resolution (1280x720)
- 16:9 Aspect Ratio
- 68 Degree Wide Field of View
- Large Format, Dual-Exposure CMOS Sensor
- F1.7 Optics, 0.85 LUX Full Color



Panoramic X2 Camera

WatchGuard's industry-first 4RE Panoramic X2 in-car video system dramatically expands video coverage with the addition of its exclusive "pillar-to-pillar" Panoramic X2 HD camera, more than doubling the field of vision. The system integrates two cameras: a fixed panoramic camera, capturing the widest single-camera view available on the market, and a primary camera, providing the maximum details of a normal coverage area with a turret lens that may be aimed as needed.



B. Rear facing camera shall be independent of forward facing camera. Camera shall have minimum 1 lux rating for night time recording in low light conditions. Camera shall provide infra-red backlit recording during low light conditions. It shall also have a minimum of 90° viewing angle.

The 4RE system will include a compact, full color back seat camera with infrared illumination for back seat recording in zero light conditions.



C. Digital video recorder shall operate independently from mobile computer, but have the capability to be integrated with mobile computer for control of digital video recorder. It shall be of a rugged design to operate in varying temperatures. Operational range shall be a minimum of- 25° F to+ 185° F.

4RE's DVR complies with all of these specifications. 4RE has an optional Mobile Data Computer Interface that is available.

1. DVR shall record triggered event to internal hard drive (automotive grade) or solid state hard drive and removable media. Each triggered event shall have a unique digital signature to provide video authentication.

4RE complies with this specification.

2. DVR shall have failsafe internal hard drive (automotive grade) or solid state hard drive that is separate from external media storage device. Internal failsafe drive must continuously record in order to capture events that may not have been a triggered event.

4RE uses an advanced dual drive architecture that provides redundancy and the ability to recover video that was not previously recorded. The first drive is an integrated drive. This drive may be a 64GB solid state drive or a 200GB automotive grade hard drive. 4RE buffers video and audio (when audio is active) to this drive any time the system is powered up.

3. DVR shall wirelessly transmit recorded events via 802.11n (capable 5 Ghz) to server based storage solution. As a failsafe, the recorded events must be able to be transferred to server by use of removable media.

Video can be uploaded wirelessly over an 802.11n connection, manually with a USB flash drive, or wired through an Ethernet connection.

4. DVR shall have an integrated GPS to provide latitude and longitude coordinates, speed, and eight point compass for heading/ orientation (W, NW, N, NE, E, SE, S, SW). It may use magnetic compass degrees for heading/ orientation.

4RE complies with this specification.

5. DVR shall have an integrated crash detection to activate the DVR in the event of a vehicle crash.

The system has multiple record triggers including: emergency lights, siren, auxillary input, wireless microphone, vehicle speed, and crash detection sensor.

6. DVR shall automatically record when the system boots up if any triggering event is present, even before the officer logs onto the system.

4RE complies with this specification.

7. DVR shall compress video using H.264 format.

4RE and VISTA are the first law enforcement camera systems to use the most advanced video compression technology available, H.264 High Profile (HP). H.264 HP technology creates files that are up to 40% smaller than video captured at equivalent qualities using simpler forms of H.264. At equivalent video qualities, older MPEG-4 systems create files that are more than 100% larger than H.264 HP. H.264 HP Technology leverages a highly intelligent video compression algorithm to render video at much higher quality using the same data rate. It can also render video at the same quality using a much lower data rate.

STORAGE FOR 10 HOURS OF VIDEO
(10% Tagged as Evidentiary)

MPEG-4 SYSTEMS

10 Hours Standard Resolution (D1) @ 2.0 GB/Hr. = 20GB

OTHER H.264 SYSTEMS

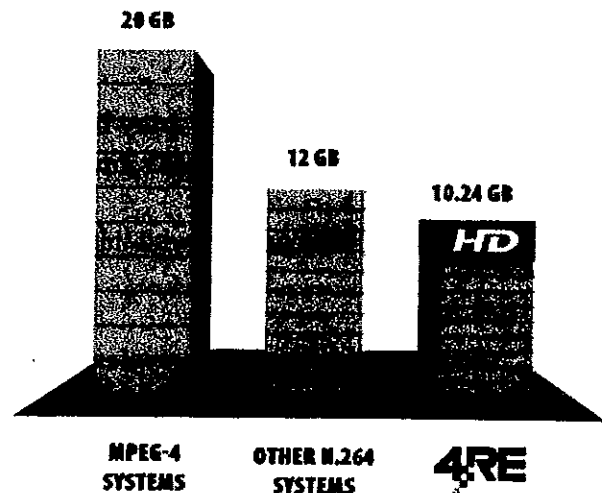
10 Hours Standard Resolution (D1) @ 1.2 GB/Hr. = 12GB

WATCHGUARD 4RE HD

9 Hours Standard Resolution (864 x 480) at 0.8GB/Hr. = 7.92GB

1 Hour High Definition (1280 x 720p) @ 2.32 GB/Hr. = 2.32 GB

TOTAL = 10.24 GB



8. DVR system shall allow user to covertly record. System shall have the ability for the user to easily activate covert recording which turns off all indication that the

system is on and recording while simultaneously turning on all connected microphones and cameras.

4RE complies with this specification. A function that involves the Officer holding the ON button for three seconds. To the untrained eye, it will look as if the system has been turned off. In reality both cameras, inside and out are automatically activated and both microphones are automatically activated while the entire system has gone black.

D. Remote display must be the primary means to control and operate the DVR. Remote screen must be touch capable and must be backlit LCD and dimmable (LED backlit preferred). The screen shall have the ability to display an easy to use on screen touch keypad to enter meta-data on recorded events.



4RE complies with this specification.

- 1. Provide easy to navigate GUI (graphical user interface).**

4RE Remote Display Control Panel features a 4.3" LED backlit touch screen. The user interface that is throughout the in-car experience is intuitive and easy to navigate, when needed.

- 2. Be able to display both forward facing and rear facing cameras simultaneously.**

4RE complies with this specification.



E. Microphones for the system shall at minimum support two wireless microphones and a wired cabin microphone.

- 1. Wireless microphone shall have a rechargeable lithium-ion or lithium-polymer battery that is user replaceable.**

4RE complies with this specification.

- 2. Wireless microphone shall be interchangeable between like DVR systems.**

4RE complies with this specification.

F. Any in-car camera system bid must be compatible with current back office software.

4RE and Evidence Library comply with this specification.

OPTIONAL INTEGRATED BODY WORN CAMERA

Below are minimum specifications. Bidders may meet or exceed specifications.
BODY WORN CAMERA DEVICE

Simple one (1) touch recording

VISTA includes an easy one-touch operation. Simply press the button on the front of the camera to begin recording. Press the button again to end a recording. Once a recording is complete, the user has the option (can be administratively configured to be required) to select an event category, which can be used for video searches and retention.



One (1) touch stopping of recording

VISTA complies with this specification. See above.

Covert Mode or ability to turn off all light emitting sources

VISTA can be switched into a covert mode to ensure the camera doesn't give away an officer's position. Covert mode disables the power and record LEDs, and silences any audible indicators.

Backlit LCD display

VISTA was designed to be simple to use and intuitive while providing clear information as to camera status and operating condition. Most other cameras use a single blinking LED light to communicate the status of storage, battery life, and recording state. The information available from this is minimal and often confusing. VISTA incorporates an LCD screen on the top of the camera to show exactly how much memory is still available, the exact battery life,



how many recordings have been captured, and of course the recording state. The screen is also used to easily categorize recordings once they are stopped.

32 GB storage

VISTA complies with this specification. VISTA's 32GB of internal storage can hold up to 25 hours of standard definition video, or 12 hours of high definition video.

Video resolution 640X480, 720P

The VISTA wearable camera features high quality video and sound capabilities. The camera has six selectable video recording resolutions, including:

- 720p (1280x720) – High, Medium and Low
- 480p (864x480) – High, Medium and Low

Resolution	Resolution (pixels)	Frames per second	Approx. File Size (per hour)
1080p	1920x1080	5	1.37
1080p	1280x720	4	1.20
720p	1280x720	3	1.46
720p	864x480	3	2.05
480p	864x480	1.5	0.68
480p	640x480	1	0.66

WatchGuard chose 720p not because it's the highest possible setting, but because we believe that it is the *right* setting. 720p strikes a great balance between quality and file size. To move to 1080p would be to significantly increase the file size of every video that is recorded as well as impact battery life by requiring more from the camera's processor.

120 degree field of view

VISTA has a 130° Horizontal field of view, and a 71° vertical field of view. The camera lens is capable of being rotated 28 degrees vertically. These angles allow the camera to have a picture covering 8.5 feet wide by 3 feet high, from 24 inches away. An example of the resulting image is below.



AUDIO

Automatic Gain Control (AGC) to continuously adjust audio quality

VISTA complies with this specification.

Background noise reduction

VISTA is the first police body camera to use high fidelity microphone technology, which produces true CD audio quality. The silicon based audio sensor eliminates distortion from loud sounds while still picking up soft spoken speech. The sophisticated acoustic foam chamber also blocks most wind noise.

Frequency response 100 Hz to 10 kHz @ - 50db

VISTA complies with this specification.

CRADLE

USB Cradle for downloading captured video

VISTA can be charged in either the USB base connected to a workstation or directly to power. The 8-Bay Ethernet Transfer Station will also charge cameras while transferring video. VISTA WiFi will include an in-car charging cradle that can also be used for charging while in the field.

Charge camera when in cradle

VISTA complies with this specification. Please see above.

Single or Multiple

VISTA complies with this specification with either the USB Dock or the 8-Bay Transfer Station.

BATTERY

6 hours of continuous recording

The approximate battery life of a single charge allows for continuous recording of:

- **Standard Capacity**
 - 6 Hours of recording at 720p resolution
 - 6.7 hours of recording at 480 p resolution
- **Extended Capacity**
 - 9 Hours of recording at 720p resolution
 - 10 Hours of recording at 480p resolution

12 hours standby

VISTA includes intelligent standby timers to help further the actual battery life. VISTA has the ability to be configured to enter standby mode after a determined time has elapsed based on two independent options: No Movement – determined by internal accelerometers; or No Button Presses. VISTA includes a Lithium Polymer battery has a stand-by battery life of:

- **Standard Capacity – 12.5 hours**
- **Extended Capacity – 19 hours**

3 hours recharge time

VISTA can be completely charged in approximately 4 hours.

RUGGEDNESS

MIL-STD 810F

VISTA is designed to meet IP54 waterproof and drop test standards, and is MIL-STD-810F certified.

IP54

VISTA complies with this specification. See above.

30° F to + 185° F

VISTA exceeds this specification. It has an operating temperature of 40°F to +185°F.

I/O INTERFACES

USB Cradle

VISTA complies with this specification.

Optional Ethernet Cradle

The VISTA 8-Bay Ethernet Transfer Station has an Ethernet connection.

Multi bay Cradle

VISTA's Transfer Station complies with this specification with 8 bays.

WiFi Capable

VISTA WIFI complies with this specification.

WARRANTY

Minimum 1 year

WatchGuard Products come with a one year Warranty.

VIDEO STORAGE/VIDEO STORAGE/EVIDENCE MANAGEMENT

On- Site video storage

EL4 is a locally hosted solution that provides advanced file management, a graphical search engine, the ability to share important evidence, and a feature-rich media player, which is all accessible from a convenient Web Client.

Microsoft Server 2014 compatible

Evidence Library complies with this specification.

Microsoft SQL compatible

Evidence Library 4 (EL4) is a powerful application that utilizes sophisticated Microsoft SQL Server databases.



LIMITED IN-CAR HARDWARE WARRANTY

WatchGuard Video, in recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. Where defects in material or workmanship may occur, the following warranty terms and conditions apply:

WARRANTOR – This warranty is granted by WatchGuard Video, 415 Century Parkway, Allen, TX 75013, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard Video.

PARTS AND COMPONENTS COVERED – All parts and components and repair labor of the warranted unit manufactured and/or installed by WatchGuard Video are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Limited Warranty excludes normal wear-and-tear items such as frayed or broken cords, broken connectors, and scratched or broken displays. WatchGuard reserves the right to charge for damages resulting from abuse, improper installation, or extraordinary environmental damage (including damages caused by spilled liquids) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the WatchGuard Video system was internally changed, modified, or repair attempted, the system warranty will become null and void.

LIMITED LIABILITY – WatchGuard Video’s liability is limited to the repair or replacement of components found to be defective by WatchGuard Video. WatchGuard Video will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective. WatchGuard Video will not be responsible for any removal or re-installation cost of the unit or for damages caused by improper installation.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is determined by WatchGuard Video to be defective in material or workmanship, WatchGuard Video shall replace any defective components. Replacement of a defective component(s) pursuant to this warranty



shall be warranted for the remainder of the warranty period applicable to the system warranty period. WatchGuard Video will advance ship a replacement unit, or at the request of the customer, ask for the unit to be sent in for repair. In the case of an advanced shipment replacement, WatchGuard will supply a return label with the advance unit, and the customer must return the defect within thirty days.

SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and WatchGuard Video will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact WatchGuard’s Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to WatchGuard Video. WatchGuard Video will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard Video’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

EXTENDED WARRANTY – Extended Warranties may be purchased directly from WatchGuard Video. Any and all extended warranties must be purchased prior to the expiration of any previous warranty. Failure to purchase an extended warranty prior to the expiration of the warranty period will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. Should you have any further questions regarding the WatchGuard Video limited warranty, please direct them to:

WatchGuard Video
Attn: Customer Service Department
415 Century Parkway
Allen, Texas 75013
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com



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 : December 13th, 2016

SUBJECT : Discussion and consideration of accepting maintenance bonds from Mid-South Contracting L.L.C. in the amount of \$3,075.50.

The one year maintenance bonds from Mid-South Contracting L.L.C. is for the water line improvements, sewer connection, and paving repair installed in conjunction with the new Saint Phillip Neri Family Life Center at 1121 Felix Place.

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachments

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

PROJECT NAME: New Family Life Center - St. Philip Neri Catholic Church

PROJECT LOCATION: 1121 Felix Place, Midwest City, OK 73110

TYPE OF CONSTRUCTION: Sanitary Sewer / Water Line / Pavement Cut cc
FF

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 \$ ~~29,895.00~~ \$30,750.00 less the City of Midwest City, Engineering Division Inspection Fees. cc
FF

By [Signature]
OWNER

Date: 11-7-2016

STATE OF Oklahoma)
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 7 day of November, 2016, personally appeared Father Fuller, 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 his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 6-15-20



[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.

Mid-South Contracting, LLC
By Curt Chappell
CONTRACTOR

Date: 11/7/16

STATE OF Oklahoma)
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 7 day of November, 2016, personally appeared Curt Chappell, 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 his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 6-15-20



[Signature]
NOTARY PUBLIC

CITY OF MIDWEST CITY
 *** CUSTOMER RECEIPT ***

Batch ID: SLOANAM 8/18/15 03 Receipt no: 27240

Type	SvcCd	Description	Amount
E5		ENGINEERING FEES	
	Qty	1.00	\$615.10

ST PHILIP NERI

Trans number: 3331958

FEES / ENGINEERING 01000003771520

Tender detail

CK Ref#: 19876 \$615.10

Total tendered: \$615.10

Total payment: \$615.10

Trans date: 8/18/15 Time: 15:06:11

THANK YOU FOR YOUR PAYMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mullis Newby Hurst LP 5057 Keller Springs Rd, #400 Liberty Plaza II Addison TX 75001	CONTACT NAME: Cindy Figga	
	PHONE (A/C, No, Ext): (972) 201-0100 FAX (A/C, No): (972) 201-0123 E-MAIL ADDRESS: cfigga@mnhins.com	
INSURED Mid-South Contracting LLC 8524 S. Western Ave., Ste 113 Oklahoma City OK 73139	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Amerisure Mutual Insurance Co.	23396
	INSURER B: Amerisure Insurance Company	19488
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15/16 #4317 Standard REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP2088985	7/31/2015	7/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CA2088984	7/31/2015	7/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CU2088986	7/31/2015	7/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: St. Phillip Family Life Center-Water and Sanitary Sewer Location of Project Miswest City, OK

Certificate Holders include: City of Midwest City, Globe Construction and CEC (architect)

CERTIFICATE HOLDER

CANCELLATION

City of Midwest City 100 Midwest Blvd. Midwest city, OK 73110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sam Mullis/CINDY

COMMENTS/REMARKS

The General Liability, Automobile and Umbrella policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile and Umbrella policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

The General Liability, Automobile and Umbrella policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Mid-South Contracting, LLC, as Principal, and Washington International Insurance 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, Seventy-Five and 50/100 - - - (\$3,075.50), such sum being not less than ten percent (10%) of the total contract price to construct or install Waterline, Sanitary Sewer, & Paving Cut at St. Philip Family Life Center (the "Improvement"), for a period of 1 (One) 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 Globe Construction dated the 15th day of June, 20 15, 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 17th day of August, 20 15

Mid-South Contracting, LLC
Principal

By [Signature]

Washington International Insurance Company
Surety

By [Signature]
Andrea Rose Crawford, Attorney-in-Fact

ATTEST:
[Signature]
Secretary

ATTEST:
[Signature]
Secretary Sandy Roney

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

SAMMY JOE MULLIS, JR., JOHN WILLIAM NEWBY, JULIE STORM, CHERI LYNN IRBY, WILBERT RAYMOND WATSON,
CAROLYN J. GOODENOUGH, MICHAEL L. TULLIS, SANDRA LEE RONEY, DEBRA LEE MOON, ANDREA ROSE CRAWFORD,
MARY JO ZAKRZEWSKI, JAMES B JR ROGERS, TROY RUSSELL KEY, and DAVID MICHAEL LAYMAN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of July, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of July, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of August, 2015.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



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 : December 13th, 2016

SUBJECT : Discussion and consideration of accepting maintenance bonds from H&H Plumbing and Utilities, Inc. in the amounts of \$32,553.20 and \$25,431.60, respectively.

The one year maintenance bonds from H&H Plumbing and Utilities, Inc. are for the sanitary sewer and lift station improvements installed in conjunction with the Turtlewood, Section 5 Addition.

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachments

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and North American Specialty Insurance 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 Thirty Two Thousand Five Hundred Fifty Three & 20/100 dollars (\$ 32,553.20), such sum being not less than ten percent (10%) of the total contract price to construct or install Lift Station at Turtle Wood Addition 5th (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 Home Creations, dated the 28th day of October, 20 15, 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 28th day of October, 20 15.

H & H Plumbing & Utilities, Inc.
Principal

ATTEST:
[Signature]
Secretary

By [Signature]

North American Specialty Insurance Company
Surety

ATTEST:
[Signature]
Secretary Patti Jackson

By [Signature]
Deborah L. Raper, Attorney-in-Fact

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 _____,

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, SUSANNE CUSIMANO
TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, ROBBIE LOYD, and MARK D. NOWELL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of November, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

On this 18th day of November, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of October, 2015.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RICH & CARTMILL - OKC 1608 NW Expressway, Suite 100 OKLAHOMA CITY, OK 73118 Travis E Brown	CONTACT NAME: Vivian Dodson PHONE (A/C, No, Ext): 405-418-8622 E-MAIL ADDRESS: vdodson@rcins.com	FAX (A/C, No): 405-418-8641
	INSURER(S) AFFORDING COVERAGE	
INSURED H & H Plumbing & Utilities, Inc. 266 Industrial Blvd. Goldsby, OK 73093-9116	INSURER A: Valley Forge Ins Co.	NAIC # 20508
	INSURER B: Continental Insurance	NAIC # 35289
	INSURER C: Continental Casualty Co	NAIC # 20443
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			C 5099209605	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY			C 5099209586	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
C	UMBRELLA LIAB			C 5099209572	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 5099209569	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment Floater			C 5099209605	01/01/2015	01/01/2016	Rented	650,000
A	Installation			C 5099209605	01/01/2015	01/01/2016	Installed	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Turtle Wood Addition 5th, SE 29th & Westminster, Midwest City, OK
Project: Lift Station

CERTIFICATE HOLDER

CITY OF M

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Travis E. Brown

Lic. No.
OK 02653

H & H Plumbing & Utilities, Inc.

266 Industrial Blvd. Goldsby, OK 73093-9116
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

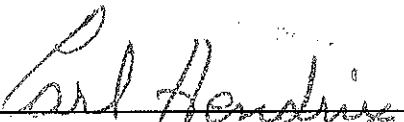
Contractor: Home Creations Ph.#: 692-2222 Project: Turtle Wood Addition 5th
Address: 2252 N Broadway Fax #: 793-6024 Address: SE 29th and Westminster
Moore, OK 73160 Email: _____ Midwest City, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Lift Station** installation as described on the plans and outlined below.

Lift Station

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	Furnish & Install Wetwell, Vent & Hatch Furnish & Install Valves, Flow Meter & Hatches Furnish & Install Pump Controls & Electrical Wiring All Connections To Exist. Power Source And Electrical Service to site Furnish & Install Portable Pump Connection, Pipe, Fittings, Valve, Etc.. Furnish & Install Midwest City Telemetry Furnish & Install generator complete controls, electrical wiring, all connections and necessary hook-ups to station Furnish & Install generator complete controls, electrical wiring, all connections and necessary hook-ups to station	LS	1	258,250.00	258,250.00
2	Furnish & Install 8' Chain Link w/ Security Top Fence W/ 16"	LF	169	80.00	13,520.00
3	Furnish & Install 6" Dr 18 C-900 Force Main Complete, Air I Valve & Vault, Restrained Joints, Fittings, Trenching / Backfilling / Bedding, Tracer Wire and Marker Post	LF	509	29.00	14,761.00
4	Furnish & Install 6" Thick Gravel Inside Fenced Area	SY	209	25.00	5,225.00
5	Furnish & Install 16' WDE x 6' thick gravel access drive, coi	SY	153	45.00	6,885.00
6	Erosion Control	LS	1	550.00	550.00
7	Concrete generator pad	LS	1	2,200.00	2,200.00
8	8' Sanitary sewer pipe SDR - 35	LF	33	15.00	495.00
9	4' Diameter manhole, complete, 0' - 6' Deep	EA	2	2,000.00	4,000.00
10	Extra depth manhole wall	VF	31	200.00	6,200.00
11	5 L.F. of 8' stubout & plug	EA	3	250.00	750.00
12	Trench excavation and backfill, 16' - 18' deep	LF	15	28.00	420.00
13	Trench excavation and backfill, 18' - 20' deep	LF	18	32.00	576.00
14	River sand bedding and backfill	CY	1	1,450.00	1,450.00
15	Type 'A' aggregate	TONS	1	5,625.00	5,625.00
16	Deflection Test	LS	1	250.00	250.00
17	Leakage Test	LS	1	250.00	250.00
18	Gravel access road	SY	165	25.00	4,125.00
					325,532.00
	Inspection fees				6,510.64
	Maintenance bonds				260.00
					332,302.64

Contract Amount \$ 332,302.64

Submitted By: 

Title: Vice President

Date: 10/28/2015

Accepted By: _____

Title: _____

Date: _____

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

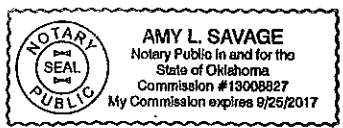
PROJECT NAME: Turtlewood 5th Addition
PROJECT LOCATION: SE 29TH & Westminister
TYPE OF CONSTRUCTION: Public Sanitary Sewer

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 \$304,979.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature] Date: 5-13-16
OWNER

STATE OF Oklahoma)
)ss.
COUNTY OF Cleveland)



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 13th day of May, 2016, personally appeared Jalal Farzaneh 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 his free and voluntary act and deed for the uses and purposes herein set forth.

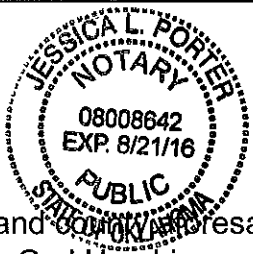
My Commission Expires: 9/25/17 Amy L. Savage
NOTARY PUBLIC

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] Date: May 11, 2016
CONTRACTOR

STATE OF Oklahoma)
)ss.
COUNTY OF McClain)



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 11th day of May, 2016, personally appeared Carl Hendrix 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 a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 8/21/2016 [Signature]
NOTARY PUBLIC

My Commission #08008642

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and North American Specialty Insurance 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 Twenty Five Thousand Four Hundred Thirty One & 60/100 dollars (\$ 25,431.60), such sum being not less than ten percent (10%) of the total contract price to construct or install Sewer Line to Turtle Wood Addition 5th (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 Home Creations, dated the 27th day of May, 20 15, 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 27th day of May, 20 15.

ATTEST:
[Signature]
Secretary

H & H Plumbing & Utilities, Inc.
Principal
By [Signature]

ATTEST:
[Signature]
Secretary Ratti Jackson

North American Specialty Insurance Company
Surety
By [Signature]
Deborah L. Raper, Attorney-in-Fact

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 _____,

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, SUSANNE CUSIMANO
TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, ROBBIE LOYD, and MARK D. NOWELL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of November, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 18th day of November, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of May, 2015.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

H&HPL-1

OP ID: CI

DATE (MM/DD/YYYY)

06/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RICH & CARTMILL - OKC 1608 NW Expressway, Suite 100 OKLAHOMA CITY, OK 73118 Travis E Brown	CONTACT NAME: Vivian Dodson
	PHONE (A/C, No, Ext): 405-418-8622 FAX (A/C, No): 405-418-8641
	E-MAIL ADDRESS: vdodson@rcins.com
	INSURER(S) AFFORDING COVERAGE
INSURED H & H Plumbing & Utilities, Inc. 266 Industrial Blvd. Goldsby, OK 73093-9116	INSURER A: Valley Forge Ins Co. NAIC # 20508
	INSURER B: Continental Insurance 35289
	INSURER C: Continental Casualty Co 20443
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			C 5099209605	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			C 5099209586	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			C 5099209572	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
							\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 5099209569	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			C 5099209605	01/01/2015	01/01/2016	Rented 650,000
A	Installation			C 5099209605	01/01/2015	01/01/2016	Installed 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Turtle Wood Addition 5th, SE 29th and Westminster, Midwest City, OK
RE: Sewer Line

CERTIFICATE HOLDER**CANCELLATION**

CITY OF M City of Midwest City 100 N Midwest City MWC, OK 73110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Travis E. Brown</i>

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Lic. No.
OK 02653

H & H Plumbing & Utilities, Inc.
266 Industrial Blvd. Goldsby, OK 73093-9116
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

Contractor: <u>Home Creations</u>	Ph.#: <u>692-2222</u>	Project: <u>Turtle Wood Addition 5th</u>
Address: <u>2252 N Broadway</u>	Fax #: <u>793-6024</u>	Address: <u>SE 29th and Westminster</u>
<u>Moore, OK 73160</u>	Email: _____	<u>Midwest City, OK</u>

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Site Utility** installation as described on the plans and outlined below.

Sewer Line

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	8" Sanitary Sewer Pipe SDR-35	LF	7418	8.00	59,344.00
2	4' Diameter Manhole, Complete, 0' - 6' Deep	EA	31	1,500.00	46,500.00
3	Extra Depth Manhole Wall	VF	115	150.00	17,250.00
4	Connect To Existing San. Sewer Manhole	EA	2	600.00	1,200.00
5	Remove 5 LF of 8" Stubout & Plug	EA	2	200.00	400.00
6	5 LF Of 8" Stubout & Plug	EA	3	100.00	300.00
7	Trench Excavation & Backfill, 6' - 8' Deep	LF	1935	10.00	19,350.00
8	Trench Excavation & Backfill, 8' - 10' Deep	LF	3220	12.00	38,640.00
9	Trench Excavation & Backfill, 10' - 12' Deep	LF	1722	14.00	24,108.00
10	Trench Excavation & Backfill, 12' - 14' Deep	LF	542	16.00	8,672.00
11	4"x8" WYE	EA	137	75.00	10,275.00
12	4"x 1/8 Degree Bend	EA	137	10.00	1,370.00
13	4" Riser Pipe	VF	1298	5.00	6,490.00
14	River Sand Bedding And Backfill	CY	744	18.00	13,392.00
15	Type A Aggregate	Tons	115	35.00	4,025.00
16	Deflection Test	LS	1	1,500.00	1,500.00
17	Leakage Test	LS	1	1,500.00	1,500.00
					254,316.00
Mobilization					-
Staking					By-Other
Inspection fees					5,086.32
Maintenance bonds (Water & Sanitary)					203.00
					259,605.32

Submitted By: <u>Carl Hendrix</u>	Title: <u>Vice President</u>	Date: <u>5/27/2015</u>
Accepted By: _____	Title: _____	Date: _____

Contract Amount **\$ 259,605.32**



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : December 13th, 2016

SUBJECT : Discussion and consideration of authorizing entering into a project agreement for Federal-aid Project Number STP-155D(866)SG, State Job Number 28523(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$475,000.00 to construct a Midwest City monument along I-40 at Hudiburg Drive, resurface the southern I-40 access road, and curb and gutter Short Street.

The federal funds are needed in connection with the construction a Midwest City monument along I-40 at Hudiburg Drive, resurface the southern I-40 access road, and curb and gutter Short Street. The preliminary estimate for the total project cost is \$475,000. This project will be funded by 100% federal funds and requires no matching funds from the city to complete the project.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

1. The City requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the City and **described as follows**:

Project Type	Div	County	JP No	Project No.	Work Type	Description	Federal Amt.	Total Amt.
ENHANCEMENT	04	OK	28523(04)	STP -155D (866) SG	ENHANCEMENT	I-40/SHORT ST. ENHANCEMENT: RESURFACE, SIDEWALK, CURB & GUTTER AND MONUMENT (OK150)	\$475,000	\$475,000

2. The City shall prepare, or cause to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The City agrees that the furnished plans at the time of bidding, are at a minimum, in compliance with the current Oklahoma Department of Transportation Standard Specifications for Highway Construction.
4.
 - A. The City shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT's FHWA's Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the City shall, at its sole expense, maintain the project after construction.
 - B. The City shall keep all permanent right-of-way shown on said plans free from any encroachment and take timely action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
 - C. The City shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:
 1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
 2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
 3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the City if the project is located on the State Highway System.
 - D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The

Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

5. The City agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the City for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the City affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the City's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.
6.
 - A. The City certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The City shall be exclusively responsible for integrated ADA compliance planning for all City streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the City shall be included in the City's comprehensive compliance plans.
 - B. The CITY agrees to comply with the **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.
7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. The City agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
- (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.
 - (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
 - (c) To prohibit parking on that portion of the project within the corporate limits of the City, except as may be indicated in the plans or hereafter approved by agreement with the Department. The City further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
 - (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
 - (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
 - (f) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
9. The City further agrees and warrants to the Department that, subsequent to the construction of said project, the City will:
- a. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the City to any other point other than that which is approved by the Department prior to such removal.
 - 2) In the event there is no mutually agreed location for the reinstallation, the City will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:

- a) In the event City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the City to notify the Department of any changes necessary to ensure safety to the traveling public.
- c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the City, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
- g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
- h. For any portion of the project encompassed under this agreement that is part of the State Highway System, the City shall maintain all that part of said project within the corporate limits of the City between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- i. On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:

(1) The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.

(2) Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.

(3) Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

10. The City further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- a. The City will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- b. Upon completion of the construction of said project, the City will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the City.
- d. The City agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the City to any point other than which is approved by the Department prior to such removal.
- f. In the event there is no mutually agreed location for reinstallation, the City will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - 1) In the event the City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share of the

original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.

- 2) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The City agrees, affirms and warrants to the Department that the City will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The City agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964."
13. The City agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
14. To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the *Oklahoma Governmental Tort Claims Act*, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.
15. Based on an estimated total construction cost of Four-Hundred-Seventy-Five-Thousand-Dollars (\$475,000.00), it is agreed the project referenced above will be financed as follows:
 - Federal STP funds shall be used to finance 100% of the federally participating construction costs of Four-Hundred-Seventy-Five-Thousand-Dollars (\$475,000.00).
 - City funds provided by the City shall be provided to finance the balance of the eligible participating project construction costs, estimated at Zero-Dollars (\$0.00). The CITY shall also provide 100% of any federally non-participating costs, estimated at Zero-Dollars (\$0.00). Total City funds are currently estimated at Zero-Dollars (\$0.00). The estimated

City funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and receipt of the Department's invoice, prior to advertising the project for bid.

16. a) It is understood by the City and the Department that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs and federally non-participating costs incurred during construction.
 - b) The DEPARTMENT, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E. Actual supervision and inspection costs shall be charged to the project and financed as described in PARAGRAPH 15 of this agreement.
 - c) The City will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the City will be deducted from the total cost and a refund will be made by the Department to the City or additional funding will be requested from the City. The City agrees to make arrangements for payment of any Department invoice within 45 days of receipt.
17. It is understood by the City that only those DEPARTMENT administered funding sources specified in Paragraph 15 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the CITY. No STATE funds are allocated to this project.
 18. Upon approval of this Agreement and the plans, specifications and estimates by the City, Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.
 19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the City, provided that upon consultation with and agreement by the City, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The City shall have inspectors on the project site as the City determines necessary to ensure construction of the project to the satisfaction of the City and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the City's approved plans and specifications.
 20. The City agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the City to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability,

whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the City for its adjudged failure.

21. Failure by the City to fulfill its responsibilities under this Agreement will disqualify the City from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the City and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the City and the Department of this project, the City does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The City does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The City does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
 - a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
 - d. The Secretary determines that such termination is in the best interest of the State.

REMAINDER OF PAGE INTENTIONALLY BLANK

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

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

The City of Midwest City,
an Oklahoma Municipal Corporation

Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to Form and Legality:

City Attorney

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Manager

Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel

Deputy Director



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
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COMPREHENSIVE PLANNING
Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: December 13th, 2016

Subject: Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255B(405)CS, State Job Number 32589(07), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$67,265 to reconstruct and signalize the railroad crossing located on Westminster Road, between N.E. 10th Street and N.E. 23rd Street, with Midwest City contributing an additional \$428.

The funds are needed in connection with the proposed reconstruction and signalization of the Westminster Road railroad crossing. The revised estimate for the total project cost is \$256,649. This project will be funded by 85% state funds and 5% federal funds. The remaining 10% of the cost is the local entity's responsibility. The City provides 10% of the signal's installation cost. Midwest City has already contributed \$25,237 to ODOT to cover construction costs as required with the 10% local match provision for the signal installation. AOK Rail Road has declined to participate in the 10% funding for the crossing's installation, therefore it's been removed from the project. The change to the project scope has increased the City's financial contribution by \$428.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

**SUPPLEMENTAL AND MODIFICATION AGREEMENT
TO THE ORIGINAL ENGINEERING CONTRACT
JOB NO. 32589(07)
CITY OF MIDWEST CITY**

This Supplemental Agreement entered into by and between the Department of Transportation, acting for and on behalf of the State of Oklahoma and hereinafter referred to as the Department, and the City of Midwest City, referred to as the City, said parties being the same who executed City of Midwest City Contract.

WITNESSETH:

WHEREAS, it is deemed necessary by the Department to modify original City of Midwest City Agreement.

The not to exceed compensation under Section 2 of the County Contract shall be adjusted through this Supplemental Agreement.

Total Supplemental Amount:	\$ -67,265.00
Previous Contract Amount:	\$ 323,914.00
Total Contract Amount:	\$ 256,649.00

WHEREAS, the City is directed to make the necessary changes noted above as part of City Contract and,

WHEREAS, under the terms of Section 2: Changes and Modifications, it was agreed that these revisions would be paid for by a Supplemental Agreement negotiated prior to performing the additional work.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto:

- A. A reduction in the amount of SIXTY-SEVEN THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS (**\$67,265.00**) shall be necessary for the revisions covered under this Supplemental Agreement.
- D. That Contract is hereby modified as above described, said Contract in all other respects be unchanged and in full force and effect.

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

The **CITY** on this _____ day of _____, 20____, and the **DEPARTMENT** on this _____ day of _____, 20_____.

CITY OF MIDWEST CITY, OKLAHOMA

Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

City Clerk
(Seal)

Date

City Attorney

Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED

**REVIEWED AND APPROVED AS
FORM AND LEGALITY**

Rail Programs Division

Date

ODOT General Counsel

Date

APPROVED

Director of Capital Programs

Date

Deputy Director

Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make Check PAYABLE, and MAIL TO:

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

To: Matt Dukes, Mayor

Location: Westminster Road

City of Midwest City

AARDOT No. 596925H

100 N Midwest Boulevard

Division Name: Rail Programs

Midwest City, OK 54371

Date: 9/7/16

Description - Explanation of Charge	Quantity	Price Each	Total
JP#: 32589(07), 10% city match for advanced warning signs, pavement markings and traffic control at Westminster Road.	1	\$428.00	\$428.00
Accounting Use Only	Invoice Total	\$428.00	



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: December 13th, 2016

Subject: Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255B(406)CS, State Job Number 32589(08), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$273,828 to reconstruct and signalize the railroad crossing located on NE 10th Street between Sooner Road and Air Depot Boulevard, with Midwest City contributing an additional \$806.

The funds are needed in connection with the proposed reconstruction and signalization of the 10th Street railroad crossing. The revised estimate for the total project cost is \$276,750. This project will be funded by 85% state funds and 5% federal funds. The remaining 10% of the cost is the local entity's responsibility. The City provides 10% of the signal's installation cost. Midwest City has already contributed \$26,869 to ODOT to cover construction costs as required with the 10% local match provision for the signal installation. AOK Rail Road has declined to participate in the 10% funding for the crossing's installation, therefore it's been removed from the project. The change to the project scope has increased the City's financial contribution by \$806.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

**SUPPLEMENTAL AND MODIFICATION AGREEMENT
TO THE ORIGINAL ENGINEERING CONTRACT
JOB NO. 32589(08)
CITY OF MIDWEST CITY**

This Supplemental Agreement entered into by and between the Department of Transportation, acting for and on behalf of the State of Oklahoma and hereinafter referred to as the Department, and the City of Midwest City, referred to as the City, said parties being the same who executed City of Midwest City Contract.

WITNESSETH:

WHEREAS, it is deemed necessary by the Department to modify original City of Midwest City Agreement.

The not to exceed compensation under Section 2 of the City Contract shall be adjusted through this Supplemental Agreement.

Total Supplemental Amount:	\$ -273,828.00
Previous Contract Amount:	\$ 550,578.00
Total Contract Amount:	\$ 276,750.00

WHEREAS, the City is directed to make the necessary changes noted above as part of City Contract and,

WHEREAS, under the terms of Section 2: Changes and Modifications, it was agreed that these revisions would be paid for by a Supplemental Agreement negotiated prior to performing the additional work.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto:

- A. A reduction in the amount of TWO HUNDRED SEVENTY-THREE THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS (**\$273,828.00**) shall be necessary for the revisions covered under this Supplemental Agreement.

- D. That Contract is hereby modified as above described, said Contract in all other respects be unchanged and in full force and effect.

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

The **CITY** on this _____ day of _____, 20____, and the **DEPARTMENT** on this _____ day of _____, 20____.

CITY OF MIDWEST CITY, OKLAHOMA

Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

City Clerk
(Seal)

Date

City Attorney

Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED

**REVIEWED AND APPROVED AS
FORM AND LEGALITY**

Rail Programs Division

Date

ODOT General Counsel

Date

APPROVED

Director of Capital Programs

Date

Deputy Director

Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make Check PAYABLE, and MAIL TO:

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

To: Matt Dukes, Mayor

Location: NE 10th Street

City of Midwest City

AARDOT No. 596933A

100 N Midwest Boulevard

Division Name: Rail Programs

Midwest City, OK 54371

Date: 9/7/16

Description - Explanation of Charge	Quantity	Price Each	Total
JP#: 32589(08), 10% city match for advanced warning signs, pavement markings and traffic control at NE 10th Street.	1	\$806.00	\$806.00
Accounting Use Only		Invoice Total	\$806.00



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
Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: December 13th, 2016

Subject: Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255N(410)CS, State Job Number 32589(23), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$150,872 to reconstruct and signalize the railroad crossing located on Douglas Boulevard, between N.E. 10th Street and N.E. 23rd Street, with Midwest City contributing an additional \$428.

The funds are needed in connection with the proposed reconstruction and signalization of the Douglas Boulevard railroad crossing. The revised estimate for the total project cost is \$314,543. This project will be funded by 85% state funds and 5% federal funds. The remaining 10% of the cost is the local entity's responsibility. The City provides 10% of the signal's installation cost. Midwest City has already contributed \$31,027 to ODOT to cover construction costs as required with the 10% local match provision for the signal installation. AOK Rail Road has declined to participate in the 10% funding for the crossing's installation, therefore it's been removed from the project. The change to the project scope has increased the City's financial contribution by \$428.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

**SUPPLEMENTAL AND MODIFICATION AGREEMENT
TO THE ORIGINAL ENGINEERING CONTRACT
JOB NO. 32589(23)
CITY OF MIDWEST CITY**

This Supplemental Agreement entered into by and between the Department of Transportation, acting for and on behalf of the State of Oklahoma and hereinafter referred to as the Department, and the City of Midwest City, referred to as the City, said parties being the same who executed City of Midwest City Contract.

WITNESSETH:

WHEREAS, it is deemed necessary by the Department to modify original City of Midwest City Agreement.

The not to exceed compensation under Section 2 of the City Contract shall be adjusted through this Supplemental Agreement.

Total Supplemental Amount:	\$ -150,872.00
Previous Contract Amount:	\$ 465,415.00
Total Contract Amount:	\$ 314,543.00

WHEREAS, the City is directed to make the necessary changes noted above as part of City Contract and,

WHEREAS, under the terms of Section 2: Changes and Modifications, it was agreed that these revisions would be paid for by a Supplemental Agreement negotiated prior to performing the additional work.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto:

- A. A reduction in the amount of ONE HUNDRED FIFTY THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS AND NO CENTS (**\$150,872.00**) shall be necessary for the revisions covered under this Supplemental Agreement.

- D. That Contract is hereby modified as above described, said Contract in all other respects be unchanged and in full force and effect.

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

The **CITY** on this _____ day of _____, 20____, and the **DEPARTMENT** on this _____ day of _____, 20____.

CITY OF MIDWEST CITY, OKLAHOMA

Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

City Clerk
(Seal)

Date

City Attorney

Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED

**REVIEWED AND APPROVED AS
FORM AND LEGALITY**

Rail Programs Division Date

ODOT General Counsel Date

APPROVED

Director of Capital Programs Date

Deputy Director Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make Check PAYABLE, and MAIL TO:

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

To: Matt Dukes, Mayor

Location: Douglas Boulevard

City of Midwest City

AARDOT No. 596929K

100 N. Midwest Boulevard

Division Name: Rail Programs

Midwest City, Oklahoma 73110

Date: 9/7/16

Description - Explanation of Charge	Quantity	Price Each	Total
JP#: 32589(23), 10% city match for advanced warning signs, pavement markings and traffic control at Douglas Boulevard	1	\$428.00	\$428.00
Accounting Use Only		Invoice Total	\$428.00



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
Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: December 13th, 2016

Subject: Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255B(411)CS, State Job Number 32589(24), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$106,352 to reconstruct and signalize the railroad crossing located on Midwest Boulevard, between N.E. 10th Street and N.E. 23rd Street, with Midwest City contributing an additional \$806.

The funds are needed in connection with the proposed reconstruction and signalization of the Midwest Boulevard railroad crossing. The revised estimate for the total project cost is \$317,288. This project will be funded by 85% state funds and 5% federal funds. The remaining 10% of the cost is the local entity's responsibility. The City provides 10% of the signal's installation cost. Midwest City has already contributed \$30,923 to ODOT to cover construction costs as required with the 10% local match provision for the signal installation. AOK Rail Road has declined to participate in the 10% funding for the crossing's installation, therefore it's been removed from the project. The change to the project scope has increased the City's financial contribution by \$806.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

**SUPPLEMENTAL AND MODIFICATION AGREEMENT
TO THE ORIGINAL ENGINEERING CONTRACT
JOB NO. 32589(24)
CITY OF MIDWEST CITY**

This Supplemental Agreement entered into by and between the Department of Transportation, acting for and on behalf of the State of Oklahoma and hereinafter referred to as the Department, and the City of Midwest City, referred to as the City, said parties being the same who executed City of Midwest City Contract.

WITNESSETH:

WHEREAS, it is deemed necessary by the Department to modify original City of Midwest City Agreement.

The not to exceed compensation under Section 2 of the City Contract shall be adjusted through this Supplemental Agreement.

Total Supplemental Amount:	\$ -106,352.00
Previous Contract Amount:	\$ 423,640.00
Total Contract Amount:	\$ 317,288.00

WHEREAS, the City is directed to make the necessary changes noted above as part of City Contract and,

WHEREAS, under the terms of Section 2: Changes and Modifications, it was agreed that these revisions would be paid for by a Supplemental Agreement negotiated prior to performing the additional work.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto:

- A. A reduction in the amount of ONE HUNDRED SIX THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (**\$106,352.00**) shall be necessary for the revisions covered under this Supplemental Agreement.

- D. That Contract is hereby modified as above described, said Contract in all other respects be unchanged and in full force and effect.

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

The **CITY** on this _____ day of _____, 20____, and the **DEPARTMENT** on this _____ day of _____, 20____.

CITY OF MIDWEST CITY, OKLAHOMA

Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

City Clerk
(Seal)

Date

City Attorney

Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED

**REVIEWED AND APPROVED AS
FORM AND LEGALITY**

Rail Programs Division

Date

ODOT General Counsel

Date

APPROVED

Director of Capital Programs

Date

Deputy Director

Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make Check PAYABLE, and MAIL TO:

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

To: Matt Dukes, Mayor

Location: Midwest Boulevard

City of Midwest City

AARDOT No. 596931L

100 N. Midwest Boulevard

Division Name: Rail Programs

Midwest City, Oklahoma 73110

Date: 9/7/16

Description - Explanation of Charge	Quantity	Price Each	Total
JP#: 32589(24), 10% city match for advanced warning signs, pavement markings and traffic control at Midwest Boulevard	1	\$806.00	\$806.00
Accounting Use Only		Invoice Total	\$806.00



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: December 13th, 2016

Subject: Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255N(407)CS, State Job Number 32589(09), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$130,124 to reconstruct and signalize the railroad crossing located on Sooner Road between Reno Avenue and NE 10th Street, with Midwest City contributing an additional \$806.

The funds are needed in connection with the proposed reconstruction and signalization of the Sooner Road railroad crossing. The revised estimate for the total project cost is \$289,928. This project will be funded by 85% state funds and 5% federal funds. The remaining 10% of the cost is the local entity's responsibility. The City provides 10% of the signal's installation cost. Midwest City has already contributed \$28,187 to ODOT to cover construction costs as required with the 10% local match provision for the signal installation. AOK Rail Road has declined to participate in the 10% funding for the crossing's installation, therefore it's been removed from the project. The change to the project scope has increased the City's financial contribution by \$806.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

**SUPPLEMENTAL AND MODIFICATION AGREEMENT
TO THE ORIGINAL ENGINEERING CONTRACT
JOB NO. 32589(09)
CITY OF MIDWEST CITY**

This Supplemental Agreement entered into by and between the Department of Transportation, acting for and on behalf of the State of Oklahoma and hereinafter referred to as the Department, and the City of Midwest City, referred to as the City, said parties being the same who executed City of Midwest City Contract.

WITNESSETH:

WHEREAS, it is deemed necessary by the Department to modify original City of Midwest City Agreement.

The not to exceed compensation under Section 2 of the City Contract shall be adjusted through this Supplemental Agreement.

Total Supplemental Amount:	\$ -130,124.00
Previous Contract Amount:	\$ 420,052.00
Total Contract Amount:	\$ 289,928.00

WHEREAS, the City is directed to make the necessary changes noted above as part of City Contract and,

WHEREAS, under the terms of Section 2: Changes and Modifications, it was agreed that these revisions would be paid for by a Supplemental Agreement negotiated prior to performing the additional work.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto:

- A. A reduction in the amount of ONE HUNDRED THIRTY THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS AND NO CENTS (**\$130,124.00**) shall be necessary for the revisions covered under this Supplemental Agreement.

- D. That Contract is hereby modified as above described, said Contract in all other respects be unchanged and in full force and effect.

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

The **CITY** on this ____ day of _____, 20____, and the **DEPARTMENT** on this ____ day of _____, 20____.

CITY OF MIDWEST CITY, OKLAHOMA

Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

City Clerk
(Seal)

Date

City Attorney

Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED

**REVIEWED AND APPROVED AS
FORM AND LEGALITY**

Rail Programs Division

Date

ODOT General Counsel

Date

APPROVED

Director of Capital Programs

Date

Deputy Director

Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make Check PAYABLE, and MAIL TO:

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

To: Matt Dukes, Mayor

Location: Sooner Road

City of Midwest City

AARDOT No. 596934G

100 N Midwest Boulevard

Division Name: Rail Programs

Midwest City, OK 54371

Date: 9/7/16

Description - Explanation of Charge	Quantity	Price Each	Total
JP#: 32589(09), 10% city match for advanced warning signs, pavement markings and traffic control at Sooner Road.	1	\$806.00	\$806.00
Accounting Use Only		Invoice Total	\$806.00



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : December 13th, 2016

SUBJECT : Discussion and consideration of providing further funding to Federal-aid Project Number STP-155B(614)AG, State Job Number 24364(04), widening S.E. 15th Street from Lynn Fry Boulevard to Anderson Road, to the Oklahoma Department of Transportation in the amount of \$69,120.69.

The funds are needed in connection with the proposed widening of S.E. 15th Street from Lynn Fry Boulevard to Anderson Road. The proposed project includes sidewalk extensions and drainage improvements as well. The preliminary estimate for the total project cost was \$9,100,000, necessitating the city to contribute \$1,868,000 to ODOT to cover construction costs as required with the 20% local match provision. With the lowest and best bid coming in at \$9,371,161.66, the city is required to provide an additional \$69,120.69 to meet its funding obligations for the project.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make check PAYABLE, and MAIL TO:

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

To: The City of Midwest City

Department Invoice No 24364(04).2
August 9, 2016

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Let Month	Federal Amt.	Total Amt.
CITY STREET	04	OKLAHOMA	24364(04)	STP -155B (614) AG	GRADE, DRAIN & SURFACE	WIDENING OF SE 15TH ST. BETWEEN LYNN FRY BLVD. AND ANDERSON RD. IN MIDWESTCITY	2017	10/2016	\$7,434,040.97	\$9,371,161.66

Description – Explanation of Charge	Quantity	Price Each	Total
Due Date: <u>Upon Receipt</u>			
Total Estimated Cost including Inspection Cost:			\$ 9,371,161.66
Less Federal Share			(\$ 7,434,040.97)
Less Sponsor Initial Deposit			(\$1,868,00.00)
Local Share Due			<u>\$ 69,120.69</u>
Accounting Use Only		Invoice Total	\$ 69,120.69

Distribution:

City
Remit with Payment
Division Project File
Comptroller Division



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : December 13th, 2016

SUBJECT : Discussion and consideration of authorizing a resolution and entering into a right-of-way, public utility, and encroachment agreement for Federal-aid/State-aid Project Number J2-8854(004), State Job Number 28854(04)(05)(06), with the Oklahoma Department of Transportation to construct the new I-40 overpass at Sooner Road.

The resolution and the right-of-way, public utility, and encroachment agreements for Federal-aid/State-aid Project Number J2-8854(004), State Job Number 28854(04)(05)(06) with the Oklahoma Department of Transportation are for the construction of the new I-40 overpass at Sooner Road. ODOT enters into an initial agreement with the local municipality on Interstate projects to ensure cooperation from the local entity. As per state statute, the agreement obligates the local municipality to provide funding assistance for franchise utility relocations associated with the project. Initial estimates place this amount at \$36,248.58.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

**RIGHT-OF-WAY, PUBLIC UTILITY
AND ENCROACHMENT AGREEMENT**

This Agreement, entered into by and between the City of Midwest City, Oklahoma County, Oklahoma, hereinafter the City, and the Department of Transportation of the State of Oklahoma, hereinafter the Department,

WITNESSETH

WHEREAS, the Department proposes to construct certain highway improvements on an Interstate Route in the City of Midwest City, Oklahoma, as follows:

That the Department proposes construction of bridge and approaches on I-40: E.B. AND W.B. BRIDGES OVER SOONER ROAD 3.1 MILES EAST OF I-35 according to the plans for Federal/ State Aid Project No. J2-8854(004), State Job No. 28854(04) Construction, (05) R/W, (06) Utilities.

WHEREAS, it is necessary that certain utilities and/or utility facilities will require adjustment(s) to accommodate the construction and future maintenance of the above described interstate highway improvement project, and

WHEREAS, Federal funds have been made available by the Federal Highway Administration, through the Department, and will participate in and pay an amount not to exceed 80% of the actual, reasonable, and necessary utility adjustment costs, and

WHEREAS, legislative authorization and the rules, regulations, policies and procedures of the Department provide the basis of cooperation between the parties regarding the financial responsibility and cost sharing of all the actual and reasonable necessary utility adjustment costs not borne by the Federal Highway Administration (estimated to be a minimum of 20% of the total utility adjustment costs).

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway improvement project and acknowledges receipt of and adopts the construction plans for said project as the official bridge and approaches plans of the City for all streets, boulevards or arterial highways included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the city and Further, City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way & Utilities Division, Department of Transportation, State of Oklahoma.

2. To reimburse and promptly pay to the Department when the actual amounts become known, the balance of the total costs expended for the necessary utility adjustments not paid with Federal funds on and for all utility adjustments, less and except present City owned utilities and utility facilities. The City's financial obligation shall be no less than 20% of these total costs.
3. To the extent permitted by the **Oklahoma Governmental Tort Claims Act**, Title 51 Oklahoma Statutes, 2011§ 151 *et seq.* and by the Oklahoma Constitution Article 10, § 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall protect and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, any provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the **Oklahoma Governmental Tort Claims Act**, 51 O.S. 2011 § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and may be asserted by the City. No liability shall attach to the Department except as expressly provided herein. Said indemnification shall include all causes of action arising from contract, tort, negligence, condemnation or inverse condemnation.
4. Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's General Permit OKR10, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations, when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.
5. If any existing, future or proposed local statute, ordinance, court order, rule policy, or other directive, including but not limited to, those that relate to right-of-way acquisition, encroachment removal, acquisition or relocation of outdoor advertising signs or structures or storm water drainage facilities, that are more restrictive than state or federal regulations, including all applicable Federal and State laws regarding the erecting, maintaining, and relocation of outdoor advertising signs or any other locally proposed change, including, but not limited to, plats or re-plats, that results in

any increased costs for right-of-way acquisitions, removal of encroachments, or the relocation, erecting, or maintaining of outdoor advertising signs or structures or storm water drainage facilities, City shall be solely responsible for all such related costs as the same are determined at the sole discretion of the Department, when such increased costs, including but not limited to relocation, acquisition, or litigation costs, are associated with any existing, future or proposed local statute, ordinance, court order, rule, policy, or other directive or change.

The Department agrees:

1. To construct said project in accordance with said plans and specifications; provided the right to make such changes in the plans and specifications as are necessary for the proper construction and maintenance of said project is reserved by the Department.
2. To pay the balance of the total costs expended for the necessary adjustments of City owned utilities and utility facilities not paid with Federal funds. The State's financial obligation shall be no less than 20% of these total costs.
3. The Department understands and acknowledges that the City is a municipal corporation and a charter city created and existing under the Constitution and Laws of the State of Oklahoma. The Department further acknowledges and understands that the obligations, duties and liabilities under this Agreement, including but not necessarily limited to all covenants to pay reimbursement or make payment from City funds, to provide City funds to acquire properties, to provide City funds to maintain and operate facilities, improvements, or rights of way, to annually provide City funds for maintenance, personnel and/or equipment, and/or to provide City funds for inspection are subject to annual appropriation of the City Council of the City and the availability of funds for such purpose.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the _____ day of _____, 20____, and the Department on the _____ day of _____, 20_____.

CITY OF MIDWEST CITY

(SEAL)

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM AND
LEGALITY

CITY ATTORNEY

APPROVED AS TO FORM AND
LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

CHIEF, LEGAL DIVISION (ODOT)

DIRECTOR

RESOLUTION

WHEREAS, it appearing reasonable and necessary for the CITY OF MIDWEST CITY, OKLAHOMA, to execute an Agreement in connection with the construction of a public project known as Project No. J2-8854(004) , State Job No. 28854 (04) Construction, (05) R/W, (06) Utilities, in accordance with the terms and tenor of 69 O.S. 2011, §§ 1205, 1206, 1401 and 1403.

NOW, THEREFORE, BE IT RESOLVED by the CITY OF MIDWEST CITY, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

CITY CLERK

MAYOR



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

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: December 13, 2016

SUBJECT: Discussion and consideration of approving the use of funds from the Capital Improvement Account (157), "Projects to be Approved by the Council" in the amount of \$36,248.58 for franchise utility costs associated with the I-40 overpass at Sooner Road.

This item is in conjunction with Community Development's agenda item above - ODOT Project Number J2-8854(004), the construction of the new I-40 overpass at Sooner Road.

J. Guy Henson, City Manager



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : December 13th, 2016

SUBJECT : Discussion and consideration of authorizing a resolution and entering into a right-of-way, public utility, and encroachment agreement for Federal-aid/State-aid Project Number J2-8854(004), State Job Number 28854(04)(05)(06), with the Oklahoma Department of Transportation to construct the new I-40 overpass at Sooner Road.

The resolution and the right-of-way, public utility, and encroachment agreements for Federal-aid/State-aid Project Number J2-8854(004), State Job Number 28854(04)(05)(06) with the Oklahoma Department of Transportation are for the construction of the new I-40 overpass at Sooner Road. ODOT enters into an initial agreement with the local municipality on Interstate projects to ensure cooperation from the local entity. As per state statute, the agreement obligates the local municipality to provide funding assistance for franchise utility relocations associated with the project. Initial estimates place this amount at \$36,248.58.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: December 13th, 2016

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Garver, LLC in the amount of \$89,300 for the preparation of engineered construction plans for the relocation of the City's existing waterlines located at Sooner Road and Interstate 40.

The accompanying proposed agreement is for engineering services to design engineered construction plans and provide onsite inspection for the relocation of the City's existing waterlines located at Sooner Road and Interstate 40. The work is necessary for the upcoming State Project, J/P 28854(06), ODOT's project reconstructing the I-40 overpass at Sooner Road. The existing water mains will be in conflict with the proposed longer bridge span and the reconstructed on/off ramps serving the intersection. The water lines will be relocated to the east to avoid the project.

Note that the fees for this design are 100% reimbursable to the City from ODOT. When the design is complete, ODOT refunds the City the cost of the plans. Funding for this contract will be taken out of the Capital Improvement (157) Account "Projects Approved by Council," and will be replenished when ODOT reimburses the City.

Staff recommends entering into the agreement.

Patrick Menefee, P.E.
City Engineer



AGREEMENT FOR PROFESSIONAL SERVICES
City of Midwest City
Midwest City, Oklahoma
Garver Project No. 16078590

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Midwest City of Midwest City, Oklahoma** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

Relocation of existing waterline at Sooner Road and Interstate 40, J/P 28854(06).

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts for this contract.



WORK DESCRIPTION	FEE AMOUNT
Preliminary Design	\$13,300.00
Final Design	\$15,500.00
Bidding Services	\$6,200.00
Construction Phase Services	\$14,400.00
Construction Observation	\$39,900.00
TOTAL FEE	\$89,300.00

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total cost not to exceed amount paid to GARVER under this agreement is \$89,300.00. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 30, 2018. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 30, 2018.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.



SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work.
5. Paying all plan review and advertising costs in connection with the project.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
8. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
9. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.



GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:



Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 Design without Construction Phase Services

In the event that GARVER's Scope of Services are amended not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.



5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed the amount of GARVER's collectable insurance proceeds as referenced in paragraphs 5.4 above. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.9 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and GARVER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



SECTION 6 - CONTROL OF SERVICES

This is an Oklahoma Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Oklahoma.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.



SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 8.1.1 Appendix A – Scope of Services
 - 8.1.2 Appendix B – Garver Fee Summary and Rate Schedule

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

City of Midwest City

GARVER, LLC

By: _____
Signature

By: 

Signature

Name: _____
Printed Name

Name: Michael Graves
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: November 14, 2016

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes design, bidding, and construction support services for the relocation of the Midwest City Waterline near Sooner Road and Interstate 40. The construction will consist primarily of relocating approximately 770 linear feet of new Ductile Iron waterline parallel to and across Interstate 40 near Sooner Road.

2.2 Surveys

Garver will utilize the Oklahoma Department of Transportation (ODOT) plan sheets for developing design drawings. Garver's coordinate system will be tied to the provided survey coordinate system. Garver will also utilize the Owner GIS system to supplement the ODOT plan sheets.

2.3 Geotechnical Services

Geotechnical Services are not anticipated for this project, and therefore, not included with this scope of services.

2.4 Coordination

Garver will furnish plans to the client for review and comments at each stage of development. Garver will also furnish both preliminary and final plans to the following agencies: ODOT and Oklahoma Department of Environmental Quality (ODEQ) for their review and comment. Permit fees will be paid by the Owner.

2.5 Environmental Services

Environmental Services are not anticipated for this project, and therefore, not included with this scope of services.

2.6 Property Acquisition Documents

Property acquisition documents are not anticipated for this project, and therefore, not included with this scope of services.

2.7 Preliminary Design

The preliminary design phase submittal will include construction plans and an opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will also make field preliminary review meeting with Owner, make any needed plan changes as a result of the meeting and/or special easement acquisition considerations. Garver will not begin final design until the preliminary design is approved by the Owner in writing.

2.8 Final Design

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and estimated quantities, special provisions, and opinion of probable construction cost. Garver meet with the owner Owner, make any needed plan changes and prepare the construction documents as required to advertise for bids.

2.9 Bidding Services

During the bidding phase of the project, Garver will:

1. Prepare and provide owner with Advertisement for Bids to newspaper(s). Owner will publish and pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders through Garver's online plan room.
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in a pre-bid meeting if necessary.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.

2.10 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Attend preconstruction meeting.
2. Attend two (2) construction coordination meetings with the Owner/Contractor.
3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review up to two (2) Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Maintain a set of working drawings and prepare and furnish record drawings.
7. Provide full-time construction observation services for the 60-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per day, 5 days per week, during the 60-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
8. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
9. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.

The proposed fee for Construction Phase Services is based on a 60-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.11 Project Deliverables

The following will be submitted to the Client, or others as indicated, by Garver:

1. Two (2) half-size (11"x17") copies of the final (100%) plans and specifications with opinion of probable construction cost to Client.
2. Two (2) half-size (11"x17") copies of the final (100%) plans and specifications with permit applications, engineering report, and documentation to ODEQ.
3. Two (2) copies of approved shop drawings/submittals from the Contractor.
4. One (1) hard copy set of Record Drawings to the owner.
5. Electronic files as requested.

2.12 Additional Services considered Extra Work

The following items are anticipated to be required for this project, but are intended to be provided by others:

1. Utility potholing/exploration services (Provided by the Contractor)
2. Material testing services (Provided by the Contractor)

The following items are not anticipated to be required for this project, and are therefore not included under this task order, but will be considered as extra work if needed:

1. Survey
2. Geotechnical Investigations
3. Abstractor's Services
4. Preparation of easement descriptions or land acquisition assistance
5. Environmental Services
6. Design of utility relocations other than waterline
7. Operational audit/optimization

8. Water sampling and testing
9. ODEQ Construction Standard Variance Negotiations
10. Financial assistance
11. Warranty assistance services
12. Redesign for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.
13. Submittals or deliverables in addition to those listed herein.

Extra Work will be as directed by the Client in writing for an additional fee as agreed upon by the Client and Garver.

2.13 Schedule

Discounting unforeseen conditions and circumstances beyond Garver's control, and the time associated with Client and Client review, Garver shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Preliminary plans	30 days from the effective date of the notice to proceed
Final Plan and specifications ready for permitting	30 days from the receipt of preliminary plan comments
Bid documents ready for advertisement	30 days from the receipt of the ODEQ permit
Bid evaluation and recommendation	30 days from the receipt of bids



APPENDIX B

**I-40 and Sooner Road Waterline Relocation, J/P 28854(06)
Garver Hourly Rate Schedule**

Classification	Rates
Engineers / Architects	
E-1.....	\$ 103.00
E-2.....	\$ 119.00
E-3.....	\$ 144.00
E-4.....	\$ 168.00
E-5.....	\$ 205.00
E-6.....	\$ 256.00
E-7.....	\$ 337.00
Planners / Environmental Specialist	
P-1.....	\$ 124.00
P-2.....	\$ 155.00
P-3.....	\$ 193.00
P-4.....	\$ 219.00
P-5.....	\$ 253.00
P-6.....	\$ 289.00
Designers	
D-1.....	\$ 96.00
D-2.....	\$ 113.00
D-3.....	\$ 134.00
D-4.....	\$ 155.00
Technicians	
T-1.....	\$ 75.00
T-2.....	\$ 95.00
T-3.....	\$ 116.00
Surveyors	
S-1.....	\$ 46.00
S-2.....	\$ 61.00
S-3.....	\$ 82.00
S-4.....	\$ 117.00
S-5.....	\$ 155.00
S-6.....	\$ 176.00
2-Man Crew (Survey).....	\$ 188.00
3-Man Crew (Survey).....	\$ 233.00
2-Man Crew (GPS Survey).....	\$ 208.00
3-Man Crew (GPS Survey).....	\$ 254.00
Construction Observation	
C-1.....	\$ 91.00
C-2.....	\$ 116.00
C-3.....	\$ 142.00
C-4.....	\$ 175.00
Management/Administration	
M-1.....	\$ 337.00
X-1.....	\$ 60.00
X-2.....	\$ 81.00
X-3.....	\$ 112.00
X-4.....	\$ 142.00
X-5.....	\$ 174.00
X-6.....	\$ 219.00

APPENDIX B

**Fee Summary
City of Midwest City**

I-40 and Sooner Road Waterline Relocation, J/P 28854(06)

WORK TASK DESCRIPTION	E-6	E-3	E-1	T-2	X-1	C-2
	\$256.00	\$144.00	\$103.00	\$95.00	\$60.00	\$116.00
	hr	hr	hr	hr	hr	hr
1. Preliminary Design (60% Complete)						
Project Administration	4				4	
Project Management		4				
Quality Control Plan		2				
Hydraulic Analysis		4	9			
Prepare Base Plan and Profile Sheets		2	4	6		
Preliminary Design - Horizontal Alignment		2	4	4		
Preliminary Design - Vertical Alignment		2	4	4		
Preliminary Design - Layout Appurtenances		2	4	4		
Preliminary Design - Misc. Details		2	4	4		
Preliminary Design - Quantities		2	4	2		
QA/QC	4	4				
Preliminary Plan Review Meeting with Owner		4	4			
Subtotal -Preliminary Design (60% Complete)	8	30	37	24	4	0
2. Final Design (100% Complete)						
Project Administration	4				4	
Project Management		4				
Final Design - Horizontal Alignment		2	4	6		
Final Design - Vertical Alignment		2	3	6		
Final Design - Layout Appurtenances		2	3	4		
Final Design - Misc. Details		4	4	8		
Final Design - Quantities		4	4	8		
Stormwater Pollution Prevention Plan (SWPPP)		2	4			
Prepare Specifications		6	10		2	
ODEQ Permit		2	2			
ODOT Coordination		4	4			
QA/QC	4	4				
Final Design Review Meeting with Owner		4	4			
Subtotal -Final Design (100% Complete)	8	40	42	32	6	0
3. Bidding Services						
Project Administration	1				1	
Bid Prep		4				
Dispense Plans to prospective bidders		2			3	
Attending Pre-Bid		6		4		
Answering Q&A		6				
Responding with Addenda		8				
Bid Opening		4				
Bid Tabulation	1	4				
Subtotal -Bidding Services	2	34	0	4	4	0

APPENDIX B

**Fee Summary
City of Midwest City**

I-40 and Sooner Road Waterline Relocation, J/P 28854(06)

WORK TASK DESCRIPTION	E-6	E-3	E-1	T-2	X-1	C-2
	\$256.00	\$144.00	\$103.00	\$95.00	\$60.00	\$116.00
	hr	hr	hr	hr	hr	hr
4. Construction Phase Services						
Project Administration	4				4	
Preconstruction Meeting		6				
Coordination with City		6				
Coordination with Contractor		6				
Coordination with Construction Materials Co.		4				
Progress Meetings with the Contractor (2)		12				
Monthly Pay Requests (2)	2	4				
Response to RFIs		6				
Shop Drawings/Material Submittals		4		6		
Change Orders		4		6		
Record Drawings		4		6		
Final Project Inspection and Punchlist	2	6		6		
Close Out Documents		6				
Subtotal -Construction Phase Services	8	68	0	24	4	0
5. Construction Observation						
Full-Time Construction Observation, Estimated at 5 days a week for 8 weeks						320
Subtotal -Construction Observation	0	0	0	0	0	320

Hours	26	172	79	84	18	320
Salary Costs	\$6,656	\$24,768	\$8,137	\$7,980	\$1,080	\$37,120

SUBTOTAL - SALARIES: \$85,741

DIRECT NON-LABOR EXPENSES

Miscellaneous Expenses	\$1,764
Travel Costs	\$407
Construction Observation Expenses	\$1,388
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$3,559

TOTAL FEE: \$89,300



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: December 13, 2016

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			
<i>INVENT #</i>	<i>MIS#</i>	<i>MANUFACTOR</i>	<i>SERIAL NUMBERS</i>
	642	Dell Optiplex 380	87SNQL1
MISCELLANEOUS			
Quantity	MIS #	Hardware Type	Serial Number
9		Sony Camers	
1		Cisco Supervisor 3 engine	
1		Cisco 4006 power supply	
1		Cisco Catalyst 3500 XL	
1		Cisco SG200-26p	
2		Box of Misc	
4		Keyboards	
1		Dell power Supply	
1		HP Bussiness inkjet 2230	MY295F14BF
1		HP Deskjet 712c	MY955152HX
1		HP deskjet 1220c	SG07K130XR
1		cannon Scanner	
1		box of ink cartiges	
4		APC UPS	
1		Rackmount Server	



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: December 13, 2016

SUBJECT: Discussion and consideration of declaring brass spent shell casings for recycling as surplus and authorizing disposal by sealed bid.

The Midwest City Police Department requests the Council declare brass spent shell casings for recycling as surplus and authorize disposal by sealed bid.

Staff recommends approval.

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

Brandon Clabes
Chief of Police



DISCUSSION ITEMS





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

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: December 13, 2016

SUBJECT: Discussion and consideration of forming and appointing councilmembers to a Council committee to study and make recommendations on retiree health insurance.

In order to best evaluate and study alternatives associated with retiree health insurance, staff is suggesting the formation of a Council committee consisting of three councilmembers. We would expect the work to take several meetings and be completed in February 2017.

Action is at the Council's discretion.

J. Guy Henson, City Manager



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

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: December 13, 2016

SUBJECT: Discussion and consideration of forming and appointing councilmembers to a Council committee to review capital projects for needs of the City.

Staff is suggesting the Council appoint three councilmembers to study, in depth, the capital needs of the City and make recommendations to the Full Council.

Action is at the Council's discretion.

J. Guy Henson, City Manager



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405.739.1207
ghensen@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: December 13, 2016

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

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

J. Guy Henson, AICP
City Manager

MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

December 13, 2016 - 7:01 PM

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City 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 a proposed item with the trustees, that item will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 22, 2016, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of entering into a contract with Cox Communications for four telephone service lines, three at John Conrad Regional Golf Course for approximately \$54.00 a month plus fees and one at Hidden Creek Golf Course for approximately \$18.00 a month plus fees. (Public Works - R. Paul Streets)
3. Discussion and Consideration of entering into a twenty-five year contract with the U. S. Bureau of Reclamation (BOR) and the Central Oklahoma Master Conservancy District (COMCD) providing for Midwest City's participation in the Central Oklahoma Master Conservancy District which governs the Municipal Authority's use of water from Lake Thunderbird. (Municipal Prosecutor - M. Karns)
4. Discussion and consideration of declaring 300 damaged ninety-five gallon upright poly-carts surplus, and authorizing their disposal by means of recycling. (Public Works - R. Paul Streets)
5. Discussion and consideration of 1) declaring 3 Treadmills, 2 Ellipticals, 1 Recumbent Bike, 10 Amana HVAC units (parts only) and 8 patio chairs as surplus and, 2) authorizing its disposal by sealed bid or auction. (City Manager - T. Lyon)

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**

November 22, 2016 – 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. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:44 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for November 22, 2016. 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 6:49 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

November 22, 2016 - 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. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 7:48 p.m.

Consent Agenda. Motion was made by Dawkins, seconded by Byrne, to approve the items on the consent agenda, as submitted.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 8, 2016, as submitted.
2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2016.
3. Discussion and consideration of entering into a contract with Cox Communications for two fire alarm telephone lines totaling \$65.00 a month plus fees and surcharges.
4. Discussion and consideration of declaring one thousand (1,000) cubic yards of compost from the Wastewater Department surplus property and authorizing its disposal by sale at a cost of \$20.00 per cubic yard loaded, or delivered within 25 miles at a cost of \$100.00 plus the cost of the compost.

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

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

Adjournment. Chairman Dukes adjourned the meeting at 7:48 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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: December 13, 2016

Subject: Discussion and consideration of entering into a contract with Cox Communications for four telephone service lines, three at John Conrad Regional Golf Course for approximately \$54.00 a month plus fees and one at Hidden Creek Golf Course for approximately \$18.00 a month plus fees.

Please see the attached memo from Information Technology recommending that we enter into a contract with Cox Communications in order to establish service for four dedicated phone lines that are required for communications at John Conrad Regional Golf Course and Hidden Creek Golf Course.

Funds for this contract are available in the Golf Course Account.

Staff recommends approval.

R. Paul Streets
Assistant Public Works Director



Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1373
Fax 405.869.8602

MEMORANDUM

TO: Paul Streets, Assistant Public Works Director

FROM: Allen Stephenson, Assistant Information Technology Director

DATE: November 21, 2016

SUBJECT: Telecom Review and Recommendation for John Conrad Golf Course and the Hidden Creek Golf Course

We have worked with our consultant and we agree that both golf courses should contract with Cox Communications for the 3 telephone lines at John Conrad and the 1 phone line at Hidden Creek as requested by Larry Denney. The estimated cost for the three lines at John Conrad will be \$54.00 per month plus fees and surcharges as well as an installation/setup fee. The estimated cost for the single line at Hidden Creek will be \$18.00 per month plus fees and surcharges as well as an installation/setup fee. There will be no additional buildout or installation costs for this project from Cox Communications.

In order to proceed, please submit an agenda item with this letter to the council for approval. When approved, we will submit the proper paperwork to Cox Communications and will be given an estimated time to install. As always, if there is anything else I can help you with, please telephone me at 739-1373.

Respectfully,

Allen Stephenson

Assistant Information Technology Director



Cox Account Rep:	Laura Matthews - 52758	Cox System Address:	
Phone Number:	4052862953		6301 Waterford Boulevard, Suite 200
Fax Number:	877.873.7870		Oklahoma City, OK 73118

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of MWC - Municipal Golf Course	Full Name:	Jennifer Thomas
Street Address:	3210 BELAIRE DR	Billing Contact:	405-732-9998
City/State/Zip:	Midwest City, Oklahoma 73110	Fax:	
Billing Address:		Contact Number:	479.799.7487
City/State/Zip:		Email Address:	
Cox Account #:	131-0000000-00		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Essential	0	1	\$18.00	12	\$18.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes	0	1	\$0.00	M-M	\$0.00	
VoiceManager Installation Fee	0	1	\$25.00			\$25.00
Totals:					\$18.00	\$25.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are purchasing Dedicated Service Facilities.	Merge Bill
<input type="checkbox"/> For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	No

Special Conditions

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By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. To review Cox's Internet Service Disclosures, please visit www.cox.com/internetdisclosures.

Customer Authorized Signature	CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, non-recurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms,

Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Cox Account Rep:	Laura Matthews - 52758	Cox System Address:	
Phone Number:	4052862953		6301 Waterford Boulevard, Suite 200
Fax Number:	877.873.7870		Oklahoma City, OK 73118

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of MWC - Municipal Golf Course	Full Name:	Jennifer Thomas
Street Address:	3210 BELAIRE DR	Billing Contact:	405-732-9998
City/State/Zip:	Midwest City, Oklahoma 73110	Fax:	
Billing Address:		Contact Number:	479.799.7487
City/State/Zip:		Email Address:	
Cox Account #:	131-0000000-00		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Essential	0	1	\$18.00	12	\$18.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes	0	1	\$0.00	M-M	\$0.00	
VoiceManager Installation Fee	0	1	\$25.00			\$25.00
Totals:					\$18.00	\$25.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are purchasing Dedicated Service Facilities.	Merge Bill
<input type="checkbox"/> For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	No

Special Conditions

Promotion Details
 - Thank you for your business! As a valued Cox Business Customer, we would like to offer additional services to help your business grow. Cox Media consultants provide media solutions to help reach your audience more effectively and efficiently with advanced cable and digital advertising products. Call toll free 1-855-MEDIAMX (1-855-633-4269) or mediamx@coxmedia.com today for more information.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. To review Cox's Internet Service Disclosures, please visit www.cox.com/internetdisclosures.

Customer Authorized Signature	CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, non-recurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms,

Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

Midwest City Municipal 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
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
M. Sean Reed
Christine Allen
Jeff Moore

MEMORANDUM

TO: Guy Henson, General Manager/Administrator

FROM: Mary Ann Karns, Municipal Prosecutor

DATE: December 13, 2016

SUBJECT: Discussion and Consideration of entering into a twenty-five year contract with the U. S. Bureau of Reclamation (BOR) and the Central Oklahoma Master Conservancy District (COMCD) providing for Midwest City's participation in the Central Oklahoma Master Conservancy District which governs the Municipal Authority's use of water from Lake Thunderbird.

During the time I was Acting City Attorney, I met with Katherine Walker, assistant city attorney for Norman, and Mike Wofford, general counsel for COMCD about concerns we had with the Contract for Water Use. It expires this year, and is up for a 25 year renewal.

Two of our concerns were allayed when we reviewed the investment policy and the reserve policy with Mr. Wofford. Another concern was the blanket indemnification language in the contract which has been added since the last agreement (the language appears on page 8 in bold print. As you know, cities cannot, by law, indemnify other parties. Mr. Wofford submitted our proposal to add "to the extent allowed by law" to the language, and it has been approved by BOR.

I recommend approval and signature by the Council and the Authority, as the contract lists both of those entities.

Mary Ann Karns
Municipal Prosecutor

RENEWAL OF CONTRACT
FOR CITY OF MIDWEST CITY WATER SUPPLY
between the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
and the
CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES
AUTHORITY

Effective January 1, 2017

RENEWAL OF CONTRACT FOR MIDWEST CITY OF MIDWEST CITY WATER SUPPLY
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

and

CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES AUTHORITY

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RENEWAL OF CONTRACT FOR CITY OF MIDWEST CITY WATER
SUPPLY

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
and
CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL SERVICES
AUTHORITY

This Contract is between the Central Oklahoma Master Conservancy District (“District”) and the City of Midwest City and Midwest City Municipal Services Authority (“Midwest City”) and is made to be effective the 1st day of January, 2017.

THE MIDWEST CITY PROJECT
AND MIDWEST CITY WATER SUPPLY CONTRACTS

The Norman Project (Project), consisting of the Norman Dam, Lake Thunderbird, and the property, easements, and water delivery systems appurtenant thereto is a project of the United States acting through the Department of Interior, Bureau of Reclamation. Title to the property of the Project is held by the United States. In 1961 the United States entered into a contract (No. 14-06-500-590) (Federal Contract) for payment of the reimbursable costs of construction, and operation, maintenance, and replacement of the Project. Water was first delivered to the District in 1966. The District’s repayment obligation for the construction costs was repaid in full to the United States on October 1, 2016. The Federal Contract, as amended, remains in effect.

Under subcontracts with Midwest City, Del City, and Norman, the District supplies water from the Project to the three cities. One of the stipulations in the Federal Contract is for the District to execute subcontracts with participating municipalities to provide them with a water supply. The United States is required to approve these subcontracts as to form and substance. In particular, in 1961 Midwest City entered into a subcontract (Ref. AFS102561) with the District for a Water Supply from the Project (1961 Midwest City contract). Pursuant to the 1961 Midwest City contract, the District supplies a quantity of water to Midwest City and Midwest City receives delivery of and pays the District for the water.

The original 1961 Midwest City contract expired on December 31, 1991, being twenty-five years after the first day of the calendar year following the first

diversion of water from the Project to Midwest City. The Federal Contract provides that Midwest City, and each of the other cities that take and use the water supplied by the District and pay the District therefore, may renew the 1961 Midwest City contract with the District for a water supply from the Norman Project for terms of 25 years each. Midwest City, Del City, and Norman each renewed their respective water supply contracts with the District, extending the contracts to expire on December 31, 2016.

By execution of this subcontract, the District and Midwest City are exercising their rights to renew the subcontract for Midwest City to receive a water supply for a period of 25 years from January 1, 2017 to December 31, 2041.

PARTIES

1. The Parties to this Contract are the District and the City of Midwest City and the Midwest City Municipal Services Authority. The City and Authority being jointly and severally bound to the terms of this Contract are referred to jointly and severally herein as Midwest City.

DEFINITIONS

2. Where used in this Contract, stated terms have the following meanings:

a. Federal Contract – The contract between the United States and the District No. 14-06-500-590 provides for payment of the reimbursable costs of construction and operation, maintenance, and replacement of the Project.

b. Project – The Norman Project including all its features as designed, constructed, operated, maintained, and replaced.

c. Municipal Water – That portion of the Project water supply allocated to municipal, domestic, and industrial use.

d. Municipal Water User – All municipalities of the State of Oklahoma which by contracts have contracted with the District to purchase water.

e. Midwest City – The City of Midwest City and the Midwest City Municipal Services Authority, jointly and severally.

f. 1961 Midwest City contract – The 1961 contract, as amended and supplemented (Ref. AFS102561) with the District for a water supply from the Project.

g. OM&R – Operation, maintenance, and replacement of Project facilities, including those expenses incurred in connection with the water control, OM&R of the Project Works, including appropriate changes for associated indirect costs and administration as determined by the Contracting Officer, and shall include such additional costs as hereinafter provided. Such expenses shall include those required to remedy conditions brought about by ordinary use of the Project Works or to restore or replace components of the existing Project water facilities and shall not include expenses to increase or enlarge such works beyond the purposes of which they were originally authorized and constructed. These costs do not include the cost to reimburse the United States for the construction costs of the Project which as of October 1, 2016 have been fully repaid by the District.

h. Reserve Fund – A separate fund budgeted, allocated, and maintained by the District, over and above the projected costs for OM&R, to reasonably ensure uninterrupted OM&R, or in the event of loss to promptly restore OM&R, during each budget year, as determined from time to time by the District Board of Directors, which may also invest any amounts contained in the Reserve Fund at the discretion of the Board.

i. District – The Central Oklahoma Master Conservancy District, a district duly created under the laws of the State of Oklahoma, through its Board of Directors.

j. United States – Shall mean the United States of America, including its representative for construction of the Project, the Department of the Interior, and the Bureau of Reclamation.

RENEWAL OF 1961 CONTRACT FOR A WATER SUPPLY TO MIDWEST CITY

3. This Contract is a renewal of the 1961 Midwest City contract for a water supply from the Project.

TERM OF CONTRACT—RENEWALS

4. a. The benefits and obligations of this Contract shall be effective for a term of twenty-five (25) years from and after the first day of January 2017 and during each period of renewal as hereinafter set forth.

b. Midwest City shall have the right to renew this Contract for an additional twenty-five (25) year terms upon notice to the District of Midwest City's decision to renew the same, given in writing not less than one hundred twenty (120) days prior to the expiration of the then current Contract term.

AGREEMENT TO SELL AND SUPPLY WATER

5. For and in consideration of the allocation to Midwest City of a proportionate share of the Municipal Water available from the Project, and of the payments required to be made by Midwest City under this Contract from sources of revenue and in the manner set forth herein, and as a condition precedent of the right of Midwest City to purchase any water under this Contract, the District agrees to make available to Midwest City and to sell and deliver to Midwest City, in accordance with the provisions of this Contract, the quantity of water specified herein.

QUANTITY OF WATER, MEASUREMENT, DELIVERY, PRICE AND PAYMENT

6. a. QUANTITY.

(1) Midwest City's Municipal Water Allocation. The quantity of water to be sold by the District to Midwest City shall be 40.4 percent of water available for Municipal Water use from Lake Thunderbird in any one year, which is Midwest City's pro rata share of the Project water supply that shall be available for its use, sale and disposal.

(2) Apportionment of Water. The water available for Municipal Use and the price Midwest City pays for water shall reflect apportionment among all the purposes for which the Project is authorized, being for the principal purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial use, and for controlling floods, and, as incidents to the foregoing, for the additional purposes of regulating the flow of the Little River, providing for the conservation and development of fish and wildlife, and of enhancing recreational opportunities.

(3) No Carryover of Unused Water. If Midwest City does not use the total amount of water to which it is entitled in any particular year, it shall not retain any carryover rights into succeeding years.

b. MEASUREMENT.

(1) Metering of Water. Water shall be metered at the point of delivery in accordance with the following provisions. The District has furnished and installed, and is responsible for the OM&R of a master meter which properly measures the quantity of water delivered at the delivery point. Midwest City may, at its option and expense, install, and OM&R at the delivery points a check meter or meters of standard type. Midwest City shall have access to all such metering equipment at all reasonable times, but the reading, calibration, and adjustment of the District's master meter or meters shall be done only by employees or agents of the District. The District shall keep a true record of all meter readings as transcribed from the reports of the District's employees or agents with respect thereto. Upon the written request of Midwest City, the District will give Midwest City such information as Midwest City may request from the District's records or permit Midwest City to have access to the same in the office of the District during business hours.

(2) Calibration of Metering Equipment and Correction of Errors. The District shall calibrate its metering equipment as often as the District considers necessary and at such times as Midwest City may show reasonable evidence of error. If upon any test the percentage of any inaccuracy thereof is found to be in excess of two (2) percent, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if not, then for a period extending back one-half of the time elapsed since the last date of calibration, but in no event further back than a period of six months. In the event Midwest City has provided no check meter with reference thereto and if for any reason any master meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be agreed upon by the parties hereto, by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculations, or by estimating the quantity of delivery by the deliveries made during preceding periods under similar conditions when the meter was registering accurately.

(3) Unit of Measurement. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard liquid measure.

c. DELIVERY.

(1) Point of Delivery. Delivery of water to Midwest City shall be made by the District at point on pipelines constructed as Project facilities for delivering Municipal Water. The point of delivery shall be those in use at the date of this Contract renewal. Midwest City may request that all or any part of Midwest City's share of the Municipal Water supply be delivered by the District at additional points. Upon approval of such request for additional points of delivery by the District, the cost of new connections as determined by the District shall be advanced by Midwest City to the District.

(2) Easements. The District is hereby granted the right to use any easements, rights-of-way, or property held by Midwest City for the purpose of making connections to the point or points of delivery and the placing of necessary equipment to carry out the District's obligation to deliver water to Midwest City.

(3) Pumping Capacity. The design pumping capacity of the Project pipeline at the points of delivery to Midwest City shall be the design capacity in place as of the effective date of this Contract renewal.

(4) Right to Control and Use Water--Indemnities. Rights to control and use all waters of the Project shall remain in the District to the point or points of delivery, and upon passing through the District's meter installed at the point or points of delivery, shall pass to Midwest City. *Each party hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation, delivery, and disposal of said water while the right to control it remains in such party to the extent allowed by law.*

(5) Service Conditions. It is expressly recognized by Midwest City that the District may be compelled to make necessary alterations, repairs and installations of new or additional equipment from time to time during the life of this Contract, and any suspension of delivery to Midwest City due to such operations shall not be cause for claim or damage on the part of Midwest City. It is further provided, however, that all reasonable effort is to be made by the District to provide Midwest City with water in accordance with this Contract. In the event the Project dam and distribution system, or either of them, or any other facility instrumental in the delivery of water to Midwest City be destroyed or damaged as the result of any cause whether by force majeure or otherwise, so as to make deliveries of water requirements as herein specified impossible, the District shall,

to the extent of available resources, immediately proceed to restore said improvements and facilities. Midwest City assumes the responsibility for maintenance of its distribution system from the point of connection with the Project system and agrees that its system shall be constructed and maintained to result in a minimum of waste. Should the District determine that any part of the Midwest City system is causing unreasonable waste, the District shall notify Midwest City to that effect and upon failure of Midwest City to remedy the situation, at the District's option the District may discontinue or limit deliveries until the condition has been corrected.

(6) District not Liable for Water Shortages; Project Water Supply to be Shared during Shortages.

(a) On account of drought or other causes beyond the reasonable control of the District, there may occur at times during any year a shortage in the quantity of water available for delivery to Midwest City by the District pursuant to this Contract. In no event shall any liability accrue against the District or the United States or any of their officers or employees for any damage, direct or indirect, arising out of any such shortages.

(b) Nothing in this Contract shall be construed as restricting the right of the District to enter firm contracts for delivery of the entire water supply of the Project. Provided, however, that all such contracts shall recognize the right of Municipal Water Users to share in the available water supply in the ratio of their Contract rights during periods of scarcity when rationing is in the opinion of the District required.

d. PRICE.

(1) Estimation of Price and Charges; Proportional Amount; Power Costs.

(a) The purchase price of the water to be sold to Midwest City by the District shall be determined as follows: At a meeting in each fiscal year, but in no event later than December 1, the Board of Directors of the District shall determine the total amount estimated to be required for OM&R of the Project as in proportion to the Municipal Water supply from the Project, together with the amounts necessary for accumulating the necessary Reserve Fund for the next ensuing fiscal year. The District shall make available to Midwest City a detailed budget for review at least two (2) weeks prior to the meeting so that Midwest City may have a representative present at the meeting prepared to discuss the budget. The budget shall show separately: (a) The itemized amounts estimated to be required for

OM&R, excluding power costs; and (b) the Reserve Fund; and (c) any amounts projected for payment by Midwest City, or to be credited to Midwest City, under separate contract(s) between Midwest City and the District.

(b) After approval of the budget, the Board of Directors of the District shall thereupon charge to Midwest City, and Midwest City shall be obligated to pay the District as hereinafter provided, an amount equal to 40.40 percent of each for the amounts separately budgeted, adjusted by any projected amounts for payment by or for credit to Midwest City under any separate contract(s) between Midwest City and the District.

(c) In addition to the above, the price shall include the actual costs of power incurred by the District for pumping water to the Midwest City delivery point, and Midwest City will pay the District for those power costs as provided below.

(2) Supplemental Budget. Whenever collections from all sources are insufficient to defray District OM&R, the District may utilize amounts from the Reserve Fund to cover the difference. If additional payments are still required in order to defray District OM&R, the District may prepare a supplemental budget and submit it to Midwest City at least thirty (30) days in advance of the date upon which the additional funds will be required, and Midwest City shall pay its percentage share of said amount on or before the date specified. In the submission to Midwest City, the District shall set forth the justification for the increase in full detail.

e. PAYMENT.

(1) Schedule of Payments. Midwest City shall make payment of Midwest City's foregoing obligations to the District on such dates and in such installments as shall be designated by the Board of Directors of the District in order that the District will be provided with funds when needed by the District, all as set forth in a prior written notice to be given by the District to Midwest City. Unless otherwise agreed upon between the District and Midwest City, the District will deliver an invoice to Midwest City thirty (30) days in advance of each quarter based on the budgeted amounts, except for the cost of power for water delivery. Midwest City will pay the invoiced amount to the District no later than the last day prior to the beginning of the quarter to which the invoice applies.

(2) Payments for Power for Water Delivery. Unless otherwise agreed upon between the District and Midwest City, the District will deliver an invoice to

Midwest City for the actual cost of power for delivery of water to the Midwest City delivery point after the end of each quarter during which the power costs were incurred by the District. Midwest City will pay the invoiced amount to the District no later than thirty (30) days after receipt of the power invoice for each quarter.

(3) Benefits Conditioned upon Payments. Should Midwest City fail or refuse, for any reason whatsoever, to make any of the payments to the District in the amounts and at the times provided in this Contract, the District shall have the right, forthwith and without notice, to discontinue delivery of any water to Midwest City until all payments due from Midwest City to the District, together with any penalty for delinquent payments as set forth in this Contract, shall have been fully paid, and the District is authorized to sell water directly to those using Midwest City's allocated supply, or to any other water user acceptable to the District, and apply net revenues therefrom to the credit of Midwest City's account. However, the provisions of this subparagraph (2) shall not be deemed to provide the exclusive remedy of the District for nonpayment by Midwest City.

(4) Payments through Levy and Assessments by District; No Limitation on Authority of District. To the extent authorized by the constitution and laws of the State of Oklahoma, and in the amounts agreed upon between the District and Midwest City, the District may make direct assessments upon the properties within the city limits of the City of Midwest City to cover collection of all or any designated portion of Midwest City's obligation under the terms of this Contract, and Midwest City shall be credited with the amount of such collections, less the expenses of collection, upon its obligations under this Contract. Nothing herein shall limit the right of the District upon the direction of its Board of Directors to finance any part of the cost of additional facilities through levy and assessment upon the properties within the District.

(5) Limitation of Financial Liability of Midwest City; No Limitation on Taxing Authority of District. Midwest City shall not be obligated for the debt of any other Municipal Water User in the event of such Municipal Water User's failure to make its payments. This limitation shall not be construed as prohibiting the District from making reasonable rate increases to cover increased costs and nothing herein shall be construed as restricting the District from exercising its taxing powers to the extent necessary to meet its obligations.

(6) Payments during Water Shortages. Rationing of water by the District shall not affect the continuing obligation of Midwest City to make the prescribed annual payments.

SURPLUS MUNICIPAL WATER

7. All Project water available for Municipal Use in each calendar year in excess of the quantity scheduled for use by the Municipal Water Users in said calendar year within their respective maximum allocations is hereby defined as surplus water. If surplus water is available, the District may dispose of such current surplus on whatever terms it can arrange. Net revenues from the sale of surplus water shall be credited on the next payment or payments due from each Municipal Water User in the same proportion that such Municipal Water User's share of the surplus water bears to the total surplus water sold.

ASSIGNMENT OF WATER ALLOCATION BY MIDWEST CITY

8. Midwest City may sell or assign any portion of its allocation of the right to receive Project water only with the approval of the District. Under any assignment, it must be established to the District's satisfaction that the water allocation may be transferred under Oklahoma law and the laws of the United States for diversion as proposed. The alternate user must enter a contract or contracts satisfactory to the District and to the United States preserving all rights of the District and Municipal Water Users hereunder.

REGULATORY CONDITIONS

9. This Contract shall be subject to all valid rules, regulations, and laws applicable thereto, including those for nondiscrimination in employment.

ACCESS TO BOOKS AND RECORDS

10. Each party shall have the right during office hours to inspect and to make copies of the other party's books and official records relating to matters covered by this Contract.

CONTRACT SUBJECT TO UNITED STATES AND DISTRICT AGREEMENT

11. This Contract shall be subject to the terms, conditions, and provisions of the Federal Contract, to the extent such terms remain applicable after the repayment obligations for the financing and construction of the Norman Project were completed on October 1, 2016. This Contract cannot be amended or supplemented without the advance written approval of a duly authorized

representative of the United States. The District may assign all or any part of its rights or authority under this Contract to the United States.

EQUAL EMPLOYMENT OPPORTUNITY

12. During the performance of this Contract, the City agrees as follows:

a. The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

c. The City will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the City's commitments under section 202 of Executive Order 11246 of September 24, 1965 (EO11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The City will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The City will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the City's books, records, and accounts

by the Contracting Agency and the Secretary of Labor for Purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the City's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the City may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The City will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The City will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however*, that in the event the City becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the City may request that the United States enter into such litigation to protect the interest of the United States.

DETERMINATIONS

13. Where the terms of this Contract provide for action to be based upon the opinion or determination of either party to this Contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations.

NOTICES

14. Any notice authorized or required by this Contract shall be made by mail, postage prepaid and return receipt requested, to the General Manager, Central Oklahoma Master Conservancy District, Midwest City, Oklahoma on behalf of the District, and to both the Mayor of the City of Midwest City and the Chair of the Board of Trustees of the Midwest City Municipal Services Authority, on behalf of Midwest City. The designation of the person to be notified, or the address of such person, may be changed at any time by identical notice from the party making the change. *Provided*: Notice is effective upon actual receipt by the designated recipient on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in multiple, each of which shall constitute one and the same contract, all as of January 1, 2017.

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

President Date: _____

Attest: _____ Date: _____
Secretary

CITY OF MIDWEST CITY

Mayor Date: _____

Attest: _____ Date: _____
City Clerk

MIDWEST CITY MUNICIPAL SERVICES AUTHORITY

Chair of the Board of Trustees Date: _____

Attest: _____ Date: _____
Secretary

APPROVED:

By: Regional Director Date: _____
United States, Dept. of Interior, Bureau of Reclamation



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: December 13, 2016

SUBJECT: Discussion and consideration of declaring 300 damaged ninety-five gallon upright poly-carts surplus, and authorizing their disposal by means of recycling.

The Sanitation Department periodically replaces damaged ninety-five gallon upright poly-carts used for trash. If the cart is no longer covered by warranty with the manufacturer, they must be disposed of. Currently we have 300 damaged carts that we need to dispose of by sending them to a recycler. As such, it is my recommendation that we declare these carts surplus and authorize their disposal by means of recycling.

Staff recommends approval,

R. Paul Streets

Assistant Public Works Director



Assistant City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1201
tlyon@midwestcityok.org
www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: December 13, 2016

SUBJECT: Discussion and consideration of 1) declaring 3 Treadmills, 2 Ellipticals, 1 Recumbent Bike, 10 Amana HVAC units (parts only) and 8 patio chairs as surplus and, 2) authorizing its disposal by sealed bid or auction.

The identified items are property that the Sheraton Reed Center no longer needs or uses. They have already been removed from service. Staff recommends that these items be declared surplus and be disposed of by sealed bid or public auction.

Auction services are provided to the Authority by:

1. www.ebay.com
2. www.govdeals.com
3. www.publicsurplus.com

Tim L. Lyon

Tim Lyon, Assistant City Manager



NEW BUSINESS/
PUBLIC DISCUSSION



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

December 13, 2016 - 7:02 PM

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 22, 2016, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of renewing the agreement with Capitol Decisions, Inc. in the total amount of \$70,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from January 1, 2017 through June 30, 2017. (City Manager - G. Henson)
3. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session. (City Manager - G. Henson)

E. ADJOURNMENT.





DISCUSSION ITEMS



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**

November 22, 2016 – 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. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:12 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for November 22, 2016. Jim Garrels, President, Fiduciary Capital Advisors discussed the third quarter Performance Review with the Trustees.

Chairman Dukes recessed the meeting at 6:27 p.m.

At 6:49 p.m., Chairman Dukes reconvened the meeting. There were no further questions about the agenda.

Chairman Dukes closed the meeting at 6:50 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**

November 22, 2016 - 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. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and *Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 7:48 p.m.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 8, 2016, as submitted.** Motion was made by Dawkins, seconded by Reed, to approve the minutes, as submitted. Voting aye: McClure, Dawkins, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending September 30, 2016 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** Motion was made by Dawkins, seconded by Allen, to accept the report, as submitted. Voting aye: McClure, Dawkins, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

New Business/Public Discussion.

There was no new business or public discussion.

Executive Sessions.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O. S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session.**

Motion was made by Dawkins, seconded by Reed, to go into executive session. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried. The councilmembers went into executive session at 7:50 p.m.

*Moore left the meeting at 7:50 p.m.

Mayor Dukes reconvened the meeting in open session at 8:29 p.m. No action was taken.

*Moore returned to the meeting at 8:29 p.m.

Adjournment. There being no further business, the Mayor adjourned the meeting at 8:29 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
E-mail: ghenson@midwestcityok.org

J. Guy Henson

*General
Manager/
Administrator*

Trustees

Matt Dukes
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: December 13, 2016

SUBJECT: Discussion and consideration of renewing the agreement with Capitol Decisions, Inc. in the total amount of \$70,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from January 1, 2017 through June 30, 2017

The following six-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of January 1, 2017 through June 30, 2017. Form and content has not changed from the prior agreement.

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

J. Guy Henson
General Manager/Administrator

CONSULTANT AGREEMENT

This agreement is executed this 13th day of December, 2016, by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.
2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services exclusively as an independent contractor to, and not as agent or employee of the Authority.
3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.
4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.
5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovac. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.
7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement. It is understood that Capitol Decisions, Inc. may have to register

under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

8. J. Guy Henson, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
9. (a) For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$50,000.00 payable in six monthly installments of \$8,333.33 each, which shall be due prior to the first of each month for the term of this Agreement.

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

(c) The Authority shall reimburse the Consultant for all long distance travel or other extraordinary expenses above normal operating costs. These expenses will be approved in advance by the Authority.
10. The term of this Agreement shall commence on January 1, 2017 and shall continue in effect until June 30, 2017 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional six month period under the same terms and conditions by agreement of both parties. And furthermore, this Agreement shall be automatically extended unless notice of termination is provided by either party.
11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.
12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

"CONSULTANT"
Capitol Decisions, Inc.
101 Constitution Avenue, N.W., Suite 675 East
Washington, D.C. 20001

(Seal)
ATTEST:

By:

Brian H. Robinson

Stewart Van Scoyoc
Stewart Van Scoyoc, President

"AUTHORITY"
Midwest City Memorial Hospital Authority,
a public trust
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

(Seal)
ATTEST:

By:

Secretary

Matthew D. Dukes II, Chairman

Approved as to form and legality this _____ day of _____, 2016.

City Attorney

Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.
- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.
- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.
- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.
- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.
- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
- Consultant will maintain a weekly dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.
- Consultant will provide quarterly written reports and personal briefings during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



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
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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: December 13, 2016

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





EXECUTIVE SESSION





Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 - Fax (405) 739-1208
E-mail: GHenson@MidwestCityOK.org

J. Guy Henson
*General
Manager/
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MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: December 13, 2016

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session.

Appropriate information will be provided in executive session.

J. GUY HENSON
General Manager/Administrator