



MIDWEST CITY
MEETING AGENDAS FOR
November 08, 2016

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.

STAFF BRIEFING

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

November 08, 2016 – 6:00 PM

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 November 08, 2016.



CITY COUNCIL AGENDA



CITY OF MIDWEST CITY COUNCIL AGENDA

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

November 08, 2016 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation - Community Services Director Vaughn Sullivan
 - Pledge of Allegiance - JROTC cadet Courtney Weir
 - 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, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 25, 2016, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Street & Alley Fund, revenue/Transfers In (09) \$50,000; expenses/Street (09) \$50,000. Grants Fund, revenue/Intergovernmental (62) \$44,000; expenses/Police (62) \$44,000. (Finance - C. Barron)
 3. Discussion and consideration of approving and adopting a resolution directing the apportionment and disbursement of increment generated from Tax Increment District Number One, City of Midwest City. (Finance - C. Barron)
 4. Discussion and consideration of accepting a State and Local Assistance Performance Grant from and entering into an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds with the State of Oklahoma Department of Emergency Management (OEM) in the amount of \$15,000 effective October 1, 2016 to encourage the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by Tribal, State and Political Subdivisions. (Emergency Management - M. Bower)
 5. Discussion and consideration of granting award to FarrWest Environmental Supply in the amount of \$24,999 for a Smiths Detection Portable Ramen Identifier model ACE-ID. (Fire - Bert Norton)
 6. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$7,800 for fiscal year 2016/2017 with Jay D. Collins to establish the terms and condition under which he shall serve as the Volunteer Income Tax Assistance Center Coordinator. (Neighborhood Services - M. Stroh)

7. Discussion and consideration of declaring nine (9) chairs, one (1) box of chair parts, (3) three ink packages, two (2) tables, one (1) plastic tub, one (1) typewriter, and eight (8) miscellaneous shelving items as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)
8. Discussion and consideration of 1) declaring the various obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (City Manager - T. Lyon)

D. DISCUSSION ITEMS.

1. Discussion and consideration of approving and passing an ordinance amending the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, by amending Article VII, Sign Regulations, Section 9-391(i), Temporary Signs. (Neighborhood Services - M. Stroh)
2. Discussion and consideration of appointing a new member to the ADA Transition Plan Committee to fill the vacancy created when April Hawkins moved out of town. (Continued from 10/25/16 Council meeting.) (Community Development - B. Harless)
3. Discussion and consideration of 1) appointing a replacement on the Board of Adjustment to fill the vacancy which will be created when Eric Sisemore finishes his current term, and 2) reappointing Dr. Charles McDade for an additional 3-year term on the Board of Adjustment. (Community Development - B. Harless)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. 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

October 25, 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., Rick Dawkins, Pat Byrne, and Jeff Moore; and City Clerk Sara Hancock. Absent: Christine Allen and Sean Reed.

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 October 25, 2016. Mayor Dukes, City Manager Guy Henson, and Public Works Director Vaughn Sullivan made community-related announcements. Staff briefed the councilmembers on various items on the agenda, and the councilmembers sought clarification and discussed individual agenda items with staff.

The mayor closed the meeting at 6:30 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

October 25, 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, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Sean Reed. Mayor Dukes called the meeting to order at 7:00 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 Malcolm Jones and Tracy Hines. Mayor Dukes and City Manager Guy Henson made community-related comments and announcements. Councilmember McClure thanked the Mayor and Vaughn for the Purple Hearts Parking Spots located at City Hall, the Library and the Senior Citizen Center.

Consent Agenda. Motion was made by McClure, seconded by Dawkins, 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 October 11, 2016, as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of September 2016.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: General Gov't Sales Tax Fund, revenue/ Miscellaneous (09) \$4,870; expenses/Street (09) \$4,870. Grants/Housing Activities Fund, revenue/Miscellaneous (37) \$12,058; expenses/Housing (37) \$12,058. Risk Fund, expenses/Risk Insurance (29) \$1,804,000. Grants Fund, revenue/Intergovernmental (57) \$140,000; expenses/Transfers Out (57) \$140,000. Capital Improvements Fund, revenue/Transfers In (00) \$140,000; expenses/Capital Improvements (57) \$140,000.
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration of adopting resolutions approving the City Manager, Assistant City Manager and Treasurer/Finance Director as authorized signatories on all City bank accounts and brokerage accounts.
6. Discussion and consideration of appointing Christy Barron as the City's treasurer for an indefinite term effective October 25, 2016.

7. Discussion and consideration of accepting a grant of drainage easement from Post Rd 40, L.L.C. across certain property located within the corporate boundaries of Midwest City in the Northeast Quarter (NE/4) of Section Thirty-One (31), Township Twelve (12) North, Range One (1) West, of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma.
8. Discussion and consideration of 1) approving and entering into an agreement for FY 2017 with the Oklahoma Highway Safety Office to establish the terms and conditions of receiving a Metro Area Traffic Task Force grant (Primary Program Area: Impaired Driving) in the amount of \$44,000.00; and 2) authorizing the mayor and/or city manager to approve and execute the necessary and appropriate documents to effect the grant.
9. Discussion and consideration of declaring Breston, a 9-year old police canine, surplus and authorizing his disposal by sealed bid.
10. 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.

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

Discussion Items.

1. **(PC-1882) Public hearing with discussion and consideration of a request to amend the existing SPUD, Simplified Planned Unit Development, to allow additional uses for the property described as a part of lot 20, block 1 of the Country Estates Second Addition, located at 1701 S Midwest Blvd.** Tom Kilburn, 1701 S. Midwest Blvd., spoke with the Council. Motion was made by McClure, seconded by Moore, to amend the SPUD, as submitted. Voting aye: McClure, Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
2. **(PC-1883) Public hearing with discussion and consideration of approval of an ordinance redistricting from R-6, Single Family Detached Residential to a Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential District, for the property described as a part of the SW/4 of Section 36, T-12-N, R-2-W, located along Charles Ave., north of E. Reno Ave.** Derek Jackson, 5350 S. Western Ave, Suite 222, OKC, OK, spoke with the Council and agreed to the changes. Motion was made by McClure, seconded by Allen, to approve the PUD, with staff comments, with the addition of the uniformed fences with metal posts along Charles Street. Voting aye: McClure, Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
3. **(PC-1884) Public hearing with discussion and consideration of approval of the Preliminary Plat of St. Charles Place for the property described as a part of the SW/4 of Section 36, T-12- N, R-2-W, located along Charles Ave., north of E. Reno Ave.** Derek Jackson, 5350 S. Western Ave, Suite 222, OKC, OK, spoke with the Council. Motion was made by McClure, seconded by Dawkins, to approve the preliminary plat. Voting aye: McClure, Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.

4. **Discussion and consideration of appointing a new member to the ADA Transition Plan Committee to fill the vacancy created when April Hawkins moved out of town.**
(Continued from 10/11/16 meeting.) Motion was made by Dawkins, seconded by McClure, to continue this item to the November 8, 2016 City Council meeting. Voting aye: McClure, Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.

New Business/Public Discussion. Bob Toney, 116 W. Ridgewood Dr., addressed the Council.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 7:17 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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

Memorandum

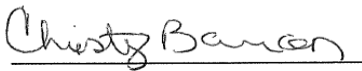
TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: November 8, 2016

Subject: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Street & Alley Fund, revenue/Transfers In (09) \$50,000; expenses/Street (09) \$50,000. Grants Fund, revenue/Intergovernmental (62) \$44,000; expenses/Police (62) \$44,000.

The first supplement is needed to increase budget for transfer into Street & Alley Fund from Water Fund for expenses related to water line break repairs. The second supplement is needed to budget Metro Area Task Force Grant from Oklahoma Highway Safety Office to be used for payroll expenses related to traffic enforcement in Midwest City.



Christy Barron
Finance Director

SUPPLEMENTS

November 8, 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	Transfers In	50,000			
09	Street			50,000	
		<u>50,000</u>	<u>0</u>	<u>50,000</u>	<u>0</u>

Explanation:
Increase budget for water line break repairs to meet expenses anticipated to year end. Funding to come from transfer in from Water Fund.

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>
62	Intergovernmental	44,000			
62	Police			44,000	
		<u>44,000</u>	<u>0</u>	<u>44,000</u>	<u>0</u>

Explanation:
Budget Metro Area Task Force Grant from Oklahoma Highway Safety Office to be used to pay payroll expenses related to traffic enforcement in Midwest City.



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

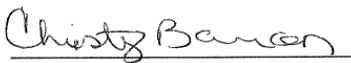
FROM: Christy Barron, Finance Director

DATE: November 08, 2016

Subject: Discussion and consideration of approving and adopting a resolution directing the apportionment and disbursement of increment generated from Tax Increment District Number One, City of Midwest City.

As is the case every year, adoption of this resolution will provide formal authorization to the Oklahoma County Treasurer to apportion and distribute the tax increment from the Tax Increment District Number One as directed by the City Finance Director/Treasurer and City Manager.

You will recall that the Council established Part A and Part B increments in the TIF. Part A increments are to be paid to the affected local taxing entities (e.g. the school district, the library, Rose State College, etc.) and Part B increments are to be paid to the City to be applied toward payment of the debt associated with the TIF. Since this is the final year of the TIF, the directive includes authorization to apportion Part B increments in excess of the payoff amount plus interest to the normal ad valorem recipients.



Christy Barron
Finance Director

Attachments: Proposed Resolution

**MIDWEST CITY, OKLAHOMA
RESOLUTION 2016-_____**

**A RESOLUTION OF THE CITY OF MIDWEST CITY DIRECTING THE
APPORTIONMENT AND DISBURSEMENT OF INCREMENT GENERATED FROM
TAX INCREMENT DISTRICT NUMBER ONE, CITY OF MIDWEST CITY**

WHEREAS, on August 27, 2002, the City of Midwest City (“City”) adopted Ordinance No. 2852, approving the Midwest City downtown Redevelopment Project Plan and establishing Increment District Number One, City of Midwest City, and amended it by Ordinance No. 2936 on October 12, 2004, and by Ordinance No. 2945 on January 18, 2005 (as amended, “Project Plan”); and

WHEREAS, The Midwest City Memorial Hospital Authority has previously been designated to perform and carry out certain responsibilities with respect to the Project Plan and Tax Increment District Number One; and

WHEREAS, Pursuant to the Project Plan, ad valorem tax increments resulting from values within the district greater than Base Assessed Value and less than \$1,458,062 are “Part A” increments which are to be distributed to the affected local taxing entities and ad valorem tax increments of \$1,458,062 and greater are “Part B” increments which are to be distributed to the City as soon as practicable after the County Treasurer’s receipt of a copy of this resolution containing the City’s direction of apportionment, and

WHEREAS, “Part B” increments generated by the project may be used to pay project costs; and

WHEREAS, It is determined appropriate, desirable and in the public interest, in accordance with the provisions of the Project Plan, to direct apportionment of the increment generated from Tax Increment District Number One, City of Midwest City, and to direct those funds be disbursed to the Midwest City Memorial Hospital Authority at the directive of the City Finance Director/Treasurer and City Manager;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA that apportionment of “Part B” increments from the Tax Increment District Number One, City of Midwest City and disbursement of those funds to the Midwest City Memorial Hospital Authority is hereby directed in accordance with Article 10, § 6C of the Oklahoma constitution, the Local Development Act, 62 O.S. § 850, *et seq.*, the Midwest City Downtown Redevelopment Project Plan and Midwest City Ordinance 2852 at the directive of the Finance Director/Treasurer and City Manager.

IT IS FURTHER RESOLVED that “Part B” increments generated in excess of the payoff amount plus interest will be directed to the normal ad valorem recipients.

PASSED AND APPROVED by the Mayor and Council of Midwest City, Oklahoma this 8th day of November, 2016.

CITY OF MIDWEST CITY, OKLAHOMA

Mayor

ATTEST:

City Clerk

APPROVED as to form and legality this 8th day of November, 2016.

Acting City Attorney



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Mike Bower, Emergency Management Manager

DATE: November 8, 2016

SUBJECT: Discussion and consideration of accepting a State and Local Assistance Performance Grant from and entering into an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds with The State of Oklahoma Department of Emergency Management (OEM) in the amount of \$15,000 effective October 1, 2016 to encourage the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by Tribal, State and Political Subdivisions.

This sub-grant will provide the basis for dealing effectively with disasters and emergencies. Payments to the local jurisdiction will be made on a quarterly basis according to the schedule provided in this performance grant.

This award is designed to assist our community in meeting the cost of our emergency management program. Future grant eligibility is contingent upon completion of the scope of work contained in the attached performance grant agreement.

Staff recommends approval.



MIKE BOWER
Emergency Management Manager

Attachment: Proposed Performance Grant Agreement

FY 2017 Emergency Management Program Grant

Contractual Agreement

This agreement is entered into by and between the State of Oklahoma Department of Emergency Management, and **The City of Midwest City**, Oklahoma, hereinafter referred to as the Political Subdivision. The Oklahoma Department of Emergency Management shall pay the Political Division local jurisdiction for required works performed under the EMPG application and this contractual agreement the sum of **15,000.00** dollars, **subject to the following terms and conditions:**

Article 1. Scope of Work

Advancing the Whole Community approach reinforces the concept that it is the community's responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community's overall well-being. Achieving this collective capability calls for innovative approaches across the community. The efforts of the Oklahoma Department of Emergency Management is to assist local jurisdiction's Emergency Management with the capabilities to prevent, protect against, respond to and recover from natural disasters, threats of terrorism, and attacks both foreign and domestic. This includes enhancing local jurisdiction's Emergency Management existing practices, programs, institutions and organizations.

1. Quarterly ALL Hazard, Whole Community Planning Group Meetings

An All-Hazard, Whole Community Planning group will be formed consisting of all Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives and business partners as well as any other persons the

Planning Group deems necessary to promote the “whole community” concept of planning to meet quarterly.

Measurement Methods:

- a. A meeting invitation letter for each meeting to include a mailing list (can be an email copy).
- b. An agenda for each quarterly meeting
- c. Minutes of each quarterly meeting.
- d. Sign-in sheets for each quarterly meeting (dated).

2. Emergency Operations Plan

The Jurisdiction must have an Emergency Operations Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Jurisdiction’s Emergency Operations Plan. The Emergency Operations Plan will be updated according to CPG 101-v.2

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. Sign-in Sheet from Quarterly Planning Meetings.
- c. An Emergency Operations Plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction’s highest elected official (form provided).

3. A Hazard Mitigation Plan Approved by the State and Updated as Required

The Jurisdiction must have a State approved Hazard Mitigation Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will update the Hazard Mitigation plan according to the evaluation matrix provided by Oklahoma Department of Emergency Management.

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. A Hazard Mitigation plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction's highest elected official (form provided).

4. A Current List of Training and Exercises

The current Training and Exercise plans will be a topic of discussion of the All Hazard, Whole Community Planning Group.

Measurement Methods:

- a. Quarterly, submit a list of Annex or ESF training activities to the Oklahoma Department of Emergency Management.
- b. Quarterly, submit a list of Annex or ESF exercise activities to the Oklahoma Department of Emergency Management.

5. Four (4) Exercises of Any Type

The Jurisdiction must conduct four (4) exercises of any type. The types of exercises are Seminars, Workshops, Tabletop, Games, Drills, Functional, and Full-Scale. (You can only count one WebEOC drill as part of the four.) All exercises need to test all or part of the Emergency Operations Plan. You may also count one Federally Declared Disaster as an exercise.

Measurement Methods:

- a. A copy of the After Action Report-Improvement Plan (AAR-IP) for each exercise must be submitted to the Oklahoma Department of Emergency Management.

6. One (1) Full Scale Exercise

The Jurisdiction must participate in one Full-Scale Exercise. The Statewide Earth Wind and Fire exercise will count as an Emergency Operations Center full scale exercise.

Measurement Methods:

- a. The AAR-IP for the jurisdiction's part of the exercise must be generated by the jurisdiction and a copy of the AAR-IP must be submitted to Oklahoma Department of Emergency Management.

7. Attendance of the Strategic Regional Planning Workshop

The Oklahoma Department of Emergency Management Regional Coordinator, in conjunction with local Emergency Managers, will host a Professional Development Workshop. The Emergency Management Director shall attend their Area's Workshop, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

8. Attendance of the Annual Oklahoma Emergency Management Conference

The Emergency Management Director shall attend the Annual Oklahoma Emergency Management Conference, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

9. Attendance of Four (4) Oklahoma Department of Emergency Management Strategic Regional Planning Meetings

The Emergency Management Director shall attend the Oklahoma Department of Emergency Management Regional Coordinator's Quarterly Quadrant meetings.

Measurement Methods:

- a. A copy of the sign-in sheet.

10. Current List of Ongoing Whole Community Preparedness Projects

A current list of Emergency Response Agencies’/Organizations’ efforts in Whole Community Preparedness projects.

Measurement Methods:

- a. Submit a list of whole community preparedness activities to the Oklahoma Department of Emergency Management.

Article 2. EMPG Sub-Grant Required Cost Match

The EMPG Sub-Grant funds that are used towards the Political Subdivision’s EMPG Program shall not exceed 50 percent of the total Political Subdivision’s Emergency Management budget.

The Political Subdivision must cost match (cash or in-kind) the Federal contribution according to the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Public Law 93-288), as amended, 42 U.S.C. 5121-5207, specifically, Title VI, sections 611(j) and 613. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. Documentation of the cost match and actual expenditures of the Political Subdivision’s EMPG Sub-Grant funds shall be supplied to the Oklahoma Department of Emergency Management.

Article 3. Funding Guidelines

EMPG Sub-Grant funds can only be used for the purposes set forth in this contract. **All EMPG Sub-Grant fund expenditures must be accounted for and follow this funding guidance.**

Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Additionally, EMPG Sub-Grant funds may not be used to sue the Federal government or any other government entity.

Authorized Expenditures:

1. Operations

FY 2017 EMPG Sub-Grant funds may be used for all hazards local Emergency

Management operations activities that may include, but are not limited to:

- a. Staffing including salary and personnel costs
- b. Compensatory time off
- c. Overtime
- d. Day-to-day activities in support of Emergency Management
- e. Associated fringe benefits

2. Planning

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management planning activities that may include, but are not limited to:

- a. Community based planning to advance the Whole Community, Security and Emergency Management concept.
- b. Maintaining a current Hazard Mitigation plan inclusive of a Hazard Identification and Risk Assessment (HIRA).
- c. Maintaining current Emergency Operations procedures that conform to the guidelines outlined in CPG 101 v.2.
- d. Developing and/or enhancing comprehensive Emergency Management plans.

3. Training

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management related training activities **for the purposes of enhancing local Emergency**

Management's personnel capabilities. Training related expenses may include, but are not limited to:

- a. Training development, delivery and/or evaluation

- b. Overtime
- c. Travel
- d. Hiring of full or part-time staff, contractors or consultants
- e. Certification or recertification of Instructors

4. Exercise

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management related exercise activities **for the purposes of testing and improving local jurisdiction's Emergency Management Operations plans**. Qualifiable exercises are those conducted within the Political Subdivision's jurisdictional boundaries. Exercise related expenses may include, but are not limited to:

- a. Exercise conduct, design, development and evaluation
- b. Hiring full or part-time staff, contractors or consultants
- c. Travel
- d. Supplies

5. Equipment

In accordance with 44 CFR 13.32 allowable equipment categories for the FY 2017 EMPG program are listed on the web based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Equipment expenses may come from the following AEL categories:

- a. Information Technology (Category 4)
- b. Cyber-Security Enhancement Equipment (Category 5)

- c. Detection Equipment (Category 7)
- d. Power Equipment (Category 10)
- e. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- f. Physical Security Enhancement Equipment (Category 14)
- g. Other Authorized Equipment (Category 21)

Unauthorized Expenditures:

- a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g. construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
- b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g. electronic messaging signs).
- c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
- d. Expenditures for weapons and ammunition.
- e. Costs to support the hiring of sworn safety officers (sworn law enforcement officers).
- f. Activities unrelated to the completion and implementation of the EMPG.
- g. Other items not in accordance with the aforementioned authorized expenses.

Article 4. Sub-Grant Administration Requirements

- 1. Any tasking the Oklahoma Department of Emergency Management receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Political Subdivision shall also be considered as part of the required tasking elements under the EMPG Sub-Grant.

2. If the Political Subdivision receives 500,000 or more in Federal funds in Federal FY 2017, they are responsible for compliance with the provisions of the Single Audit Act amendments of 1996. The Political Subdivision shall submit a copy of their audit letter signed by the auditor for Federal FY 2017 to the Oklahoma Department of Emergency Management.
3. **The FY 2017 EMPG Sub-Grant is a performance based grant.** In an effort to ensure EMPG requirements compliance, each Political Subdivision's performance shall be monitored. The Political Subdivision jurisdiction's Emergency Management will be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of the Oklahoma Department of Emergency Management. The field visits shall be conducted at a mutually, agreed date, time and location during each quarter.
4. Each quarter the EMPG Political Subdivision will submit a minimum of one (1) progress report to the jurisdiction's assigned Oklahoma Department of Emergency Management Regional Coordinator. Submitted documentation shall be maintained by the Political Subdivision and the Department of Emergency Management for a minimum of three (3) years.

*** Please Note**

1st Quarter: October 1, 2016 – December 31, 2016

2nd Quarter: January 1, 2017 – March 31, 2017

3rd Quarter: April 1, 2017 – June 30, 2017

4th Quarter: July 1, 2017 – September 30, 2017

Article 5. Payment Terms

All payments will be contingent upon the Political Subdivision jurisdiction's payment requests and the Oklahoma Department of Emergency Regional Coordinator's review of required tasks.

Should the Political Subdivision found to be in keeping with the EMPG Sub-Grant performance requirements, the following shall occur:

1. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made by the Oklahoma Department of Emergency Management for the First Quarter, after January 15, 2017 following receipt of the fully executed agreement and receipt of the quarterly payment request letter from the jurisdiction along with documentation of the first quarter's tasks. The Oklahoma Department of Emergency Management Regional Coordinator will approve each payment.
2. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the Second Quarter after April 15, 2017 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
3. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the Third Quarter after July 15, 2017 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
4. Final payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the fourth quarter after October 15, 2017, upon receipt of the quarterly request letter and terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.

Article 6. Amendments

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement award for such alteration or deviation, it shall be noted.

Article 7. Waiver of Scope of Work Line Items

During the performance period of the Sub-Grant, only one (1) waiver relieving the jurisdiction from having to complete a basic scope of work line item (Article 1 Scope of Work 1-10) may be approved. In no case will a Sub-Grant recipient be permitted to request a waiver for the same scope of work line item in two consecutive years (Reference Article 8).

Article 8. Award Reduction

If the Political Subdivision fails to complete or adhere to the performance based Sub-Grant requirements, the award amount is subject to a reduction.

Article 9. Suspension of Sub-Grant/Debarment from Future Awards

If the Political Subdivision fails to complete the agreed scope of work they may be barred from participation in the sub-grant program for the following Federal Fiscal Year.

Article 10. Termination

This agreement may be cancelled by either party by providing 15 days' notice in writing to the other party.

Article 11. Audit Clause

In accepting this agreement, the Political Subdivision agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Political Subdivision relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management, the State of Oklahoma and the State Auditor and Inspector.

Article 12. Non-Collusion

In accepting this agreement, the Political Subdivision acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

Article 13. National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environment Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

Recipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. The Screening Form is available at:

(www.fema.gov/doc/government/grant/bulletins/infor329_final_screening_memo.doc). For these

types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Oklahoma Department of Emergency Management. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article 14. Trafficking in Persons

A. Provisions applicable to a recipient.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in sever forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect;
or
 - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term;
or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide

Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the State awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act 2000 (TVPA), as amended (22 U.S.C. 7104(g), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. “Employee” means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provisions, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity” means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. “Severe forms of trafficking in person,” “commercial sex act,” and “coercion” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Article 15. General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Political Subdivision warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Political Subdivision or its employees or agents.
4. The Political Subdivision agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma, and are not authorized to obligate the State of Oklahoma, its employees or agents.
5. The Oklahoma Department of Emergency Management shall provide to the Political Subdivision technical assistance in fulfilling this contractual agreement to the extent resources are available.
6. The Standard Assurances for Federal Funds submitted by the Political Subdivision, as part of their application package, are hereby referenced and incorporated into this agreement.

FY 2017 Emergency Management Program Grant Required Documentation

As proof of compliance with Federal regulations, the following documents must be submitted to the Oklahoma Department of Emergency Management.

Please read and/or complete the following provided documents:

1. FEMA Form 20-16, Summary Sheet for Assurances and Certifications
2. FEMA Form 20-16A, Assurances Non-Construction Programs
3. FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
4. Disclosure of Lobbying Activities

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FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

**FOR
FY** **2017**

CA FOR (Name of Applicant)

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the application for Federal assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16C, Certifications Regarding Lobbying;
Debarment, Suspension, and Other Responsibility
Matters; and Drug-Free Workplace Requirements
- Part III SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurance and certifications.

Mike Bower
Typed Name of Authorized
Representative

Emergency Manager
Title

Signature of Authorized Representative

Date

PLEASE NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

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FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Furthermore, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using your positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-d-3 and 290-ee-3), as relating to nondiscrimination on the basis of drug abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (1) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P/L/ 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance of the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals and other non-profit organizations.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached. (This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgement rendered against the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

100 North Midwest Boulevard Midwest City 73110

Check here if there are workplaces on file that are not identified here. Section 17.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime Congressional District, if known: <u>4</u>
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: <p align="center">\$</p>	
10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI)</i>	10b. Individuals Performing Services <i>(last name, first name, MI, and address if different from No. 10a)</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only:		

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FY 2017 Emergency Management Program Grant Signature Page

Approved by the Oklahoma Department of Emergency Management

this 12th day of October, 2016:

Name 

Director, Oklahoma Department of Emergency Management

I certify the The City of Midwest City is budgeting \$15,000.00 (The aforementioned amount must be equal to or exceed the grant dollar amount you are receiving) to match this EMPG Sub-Grant of 15,000.00 dollars. The Political Subdivision matching dollars cannot be federal dollars, dollars from another grant or budgeted dollars used to match any other grant.

Approved by the Governing body of the The City of Midwest City, Oklahoma

this _____ day of _____, 2017:

Name _____
Chief Elected Official

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: November 8, 2016

Subject: Discussion and consideration of granting award to FarrWest Environmental Supply in the amount of \$24,999 for a Smiths Detection Portable Ramen Identifier model ACE-ID.

Staff recommends approval and award going to FarrWest Environmental Supply in the amount of \$24,999 for a Smith Detection Portable Ramen Identifier model ACE-ID. Two bid packets were submitted after advertising in the Midwest City Beacon. FarrWest was the lowest and best bid. This device will be assigned to our CBRNE Unit (Hazmat Trailer). The funding of this device is from the 2015 Hospital Authority Grant.

Staff recommends approval.



Bert Norton
Fire Chief

Attachment: Bid Packet



NOTICE TO BIDDERS

Notice is given that the City of Midwest City will receive sealed bids in the Office of the City Clerk, Midwest City Municipal Center, 100 N. Midwest Boulevard, Midwest City, Oklahoma, until 2:00 p.m., on the 18th day of October, 2016, for:

(1) Portable RAMEN Identifier

Any bids received after 2:00 p.m. on the above date will be returned unopened. Bids shall be made in accordance with the bid documents, which are on file and available for public examination at the Office of the City Clerk in the Midwest City Municipal Center. Complete sets of bid documents may be obtained from the City of Midwest City, Fire Department, 8201 E. Reno, Midwest City, Oklahoma.

Bids filed with the City Clerk shall be opened publicly and read aloud in the City Council Chambers at the time stated above or later. All bids shall be considered by the Mayor and City Council Members prior to the contract being awarded. The City shall consider award of the project at or after 7:00 pm on October 25, 2016, to the lowest and best bidder meeting specifications. The City may lay the same over to a subsequent meeting for comparison and computation.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.


The bidder shall use the City bid documents only and all forms must be signed and notarized/attested. The bidder shall file the bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the project proposed. The bid shall be filed with the City Clerk in the City Clerk's office. All bids shall be typewritten or in ink.

The specifications are complete as written. No oral representations made by any agent or employee of the City or its affiliate agencies shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.

Any protest of the award of this proposed contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the City Council within three (3) business days after the award of the contract by the governing body. The governing body reserves the right to review all bids and make the award to the lowest and best bidder. All other provisions of the specifications shall also apply.

Additional information may be obtained from the City of Midwest City, Fire Department, David Richardson, 8201 E. Reno, Midwest City, Oklahoma, 73110 (405) 739-1342.

The City Council of the City of Midwest City reserves the right to reject any or all bids.



Sara Hancock, City Clerk



**THE CITY OF Midwest City
Fire Department**

SPECIFICATIONS

One (1) New Portable RAMEN Identifier

These specifications are written for one (1) new portable RAMEN identifier for the City of Midwest City. The unit must be complete with manufacturer's standard equipment with the accessories identified below. The unit shall include the warranty service certificate. State and federal taxes shall not be included in the price. Warranty shall equal or exceed industry standards. The unit shall be equipped to meet all federal safety standards.

Bidder's Proposal: Make: Progeny ResQ 1064nm handheld Raman Model: _____

Please state warranty in detail:

Rigaku warrants each instrument to be free from defects in material and workmanship for a period of 24-months. We will service, replace, or adjust any defective part or parts, free of charge and when examination reveals that the fault has not occurred due to misuse, abnormal conditions of operation, user modification, or attempted user or 3rd party repair. Warranty does not include batteries or accessories, original manufacturer warranty is extended to purchaser.

MINIMUM REQUIREMENTS:

Specifications:

New Portable RAMEN Identifier	<u>Comply</u>
Made in USA	<u>Comply</u>
Must be able to detect white or black powders	<u>Comply</u>
Must include 1 year extended warranty and reachback	<u>Comply</u>
Factory provided assembly, operational and safety training	<u>Comply</u>
Delivery 8201 E. Reno, Midwest City, OK	<u>Comply</u>

**Indicate compliance with each item by writing comply in each blank.
Please write any variations from the specification below each line item.**

TOTAL FOR ONE COMPLETE UNIT AS SPECIFIED \$ 43,820.00

COMPANY: Rigaku Analytical Devices, Inc **ADDRESS:** 30 Upton Drive, Suite 2, Wilmington, MA 01887

CONTACT: Alicia Kimsey **TELEPHONE:** Company: 781-328-1024
Alicia's Cell: 408-705-6560

For any questions concerning this bid please contact David Richardson, Administration Major, at 405-739-1342.

Invitation for Sealed Bids

CITY OF MIDWEST CITY

100 N. MIDWEST BLVD.
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In
The Beacon

Dates Advertised
October 7, 2016
October 14, 2016

Bids must be in the Office of the City Clerk By:
Tuesday, October 18, 2016 no later than 2:00 p.m.

IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

Description	Quantity	Unit Price	Total Net Price
New Portable RAMEN Identifier	(1) One	<u>\$43,820.00</u>	<u>\$43,820.00</u>

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 and conditions attached to this sheet as "Agreement By Bidder."

DELIVERY WILL BE MADE IN 20 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 14th DAY OF October, 2016, 2015.

FIRM Rigaku Analytical Devices, Inc BY Alicia Kimsey

ADDRESS 30 Upton Drive, Suite 2, TITLE Business Development Specialist
Wilmington, MA 01887

Accepted by the CITY OF MIDWEST CITY this _____ day of _____, 20 _____.

Matthew Dukes, II, MAYOR

Sara Hancock, City Clerk

Approved as to form this _____ day of _____, 20 _____.

Mary Ann Karns, Acting City Attorney

AGREEMENT BY BIDDER

THESE TERMS APPLY TO AND BECOME PART OF THE TERMS AND CONDITIONS OF BID. ANY EXCEPTION MUST BE IN WRITING.

1. Bids must be submitted on the attached form only. Each bid must be placed in a separate envelope. Each envelope must be completely and properly identified and sealed, showing the date of bid opening and the subject advertised.
2. All prices shall be quoted F.O.B. Midwest City, Oklahoma, and delivery to City of Midwest City location shall be without additional charges unless otherwise stated in specifications.
3. The bidder shall attach the manufacturer's name of the equipment or materials to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties must be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications in respect to the successful bidder shall be considered as part of his contract with the City of Midwest City.
4. Any exceptions to these items or conditions or deviations from written specifications shall be shown in writing and attached to the bid form.
5. In the event cash discounts are offered by the bidder, the discount date should begin with the date of invoice or the date of receipt of all material covered by the purchase order.
6. The bidder's attention is directed to the fact that the purchase of certain items of equipment or material by the City of Midwest City is exempt from Federal Excise Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax. The City of Midwest City will execute exemption certificates upon presentation by the bidder at the time of purchase.
7. Information to bidders and specifications are on file in the office of the City Clerk and copies may be obtained from the Municipal Building, Midwest City, Oklahoma.
8. Bids must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Bidder must keep Purchase Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the City of Midwest City to purchase bid items elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
9. Bidder agrees to defend and save the City of Midwest City harmless from and against all demands, claims, suits, costs expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidder's direction.
10. The specifications are complete as written. No oral representation made by any agent or employee of the City, or its affiliate agencies, shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.
11. Any protest of the award of this proposed contract by a bidder on the contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the City within three (3) business days after the award of the contract by the governing body. All other provisions of these specifications shall also apply.
12. Each bidder when affixing his signature to the "Invitation for Sealed Bids" states that he has not, directly or indirectly, entered into any agreement, express or implied, with any other bidder or bidders, having for its object the controlling of the price, or amount of such bids, the limiting of the bids of bidders or the paying to any one any money for promotion expenses. the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or the profits thereof.

No bidder shall divulge the information in his sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid, until after the sealed bids are opened.

A violation of any one of the foregoing provisions on the part of a bidder shall be sufficient reason for the rejection of his bid or making void any contract made by him with the City based upon such bid.

NONCOLLUSION AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID

The City of Midwest City
Midwest City, Oklahoma

I, Alicia Kimsey _____
Owner, Partner, Officer of Firm

Rigaku Analytical Devices, Inc Wilmington, MA
Company Name, City and State

being first duly sworn upon oath, state: I, the Company, its officers or employees, have not been party to any agreement or collusion among bidders, prospective bidders, architects or any other persons, or any other companies, in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise on this project for:

(1) New Portable RAMEN Identifier

for the City of Midwest City.

Bids will be opened on October 18th, at 2:00 pm.

Rigaku Analytical Devices
Firm Name

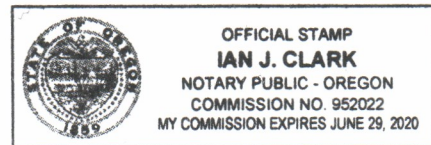
Alicia Kimsey, Business Development Specialist
Signature and Title

Subscribed and sworn to before me this 14th day of October, 2016.

[Signature]
Notary Public

My Commission Expires:

29 June 2020





NOTICE TO BIDDERS

Notice is given that the City of Midwest City will receive sealed bids in the Office of the City Clerk, Midwest City Municipal Center, 100 N. Midwest Boulevard, Midwest City, Oklahoma, until 2:00 p.m., on the 18th day of October, 2016, for:

(1) Portable RAMEN Identifier

Any bids received after 2:00 p.m. on the above date will be returned unopened. Bids shall be made in accordance with the bid documents, which are on file and available for public examination at the Office of the City Clerk in the Midwest City Municipal Center. Complete sets of bid documents may be obtained from the City of Midwest City, Fire Department, 8201 E. Reno, Midwest City, Oklahoma.

Bids filed with the City Clerk shall be opened publicly and read aloud in the City Council Chambers at the time stated above or later. All bids shall be considered by the Mayor and City Council Members prior to the contract being awarded. The City shall consider award of the project at or after 7:00 pm on October 25, 2016, to the lowest and best bidder meeting specifications. The City may lay the same over to a subsequent meeting for comparison and computation.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

The bidder shall use the City bid documents only and all forms must be signed and notarized/attested. The bidder shall file the bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the project proposed. The bid shall be filed with the City Clerk in the City Clerk's office. All bids shall be typewritten or in ink.

The specifications are complete as written. No oral representations made by any agent or employee of the City or its affiliate agencies shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.

Any protest of the award of this proposed contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the City Council within three (3) business days after the award of the contract by the governing body. The governing body reserves the right to review all bids and make the award to the lowest and best bidder. All other provisions of the specifications shall also apply.

Additional information may be obtained from the City of Midwest City, Fire Department, David Richardson, 8201 E. Reno, Midwest City, Oklahoma, 73110 (405) 739-1342.

The City Council of the City of Midwest City reserves the right to reject any or all bids.

Sara Hancock, City Clerk

Invitation for Sealed Bids

CITY OF MIDWEST CITY

100 N. MIDWEST BLVD.
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published in
The Midwest City Beacon

Dates Advertised
October 7 & 14, 2016

Bids must be in the Office of the City Clerk By:
Tuesday, October 18, 2016 no later than 2:00 p.m.

IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

Description	Quantity	Unit Price	Total Net Price
Portable RAMEN Identifier	(1) One	<u>\$24,990.00</u>	<u>\$24,990.00</u>

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 and conditions attached to this sheet as "Agreement By Bidder."

DELIVERY WILL BE MADE IN 20 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 13 DAY OF October, 2016

FIRM FarrWest Environmental Supply, Inc. BY Travis Brown

ADDRESS 108 Commercial Pl. Schertz, TX 78154 TITLE General Manager

Accepted by the CITY OF MIDWEST CITY this _____ day of _____, 20 _____.

Matthew Dukes, II, MAYOR

Sara Hancock, City Clerk

Approved as to form this _____ day of _____, 20 _____.

Mary Ann Karns, Acting City Attorney



**THE CITY OF Midwest City
Fire Department**

SPECIFICATIONS

One (1) New Portable RAMEN Identifier

These specifications are written for one (1) new portable RAMEN identifier for the City of Midwest City. The unit must be complete with manufacturer's standard equipment with the accessories identified below. The unit shall include the warranty service certificate. State and federal taxes shall not be included in the price. Warranty shall equal or exceed industry standards. The unit shall be equipped to meet all federal safety standards.

Bidder's Proposal: Make: Smiths Detection Model: ACE-ID

Please state warranty in detail:

Warranty is all-inclusive of parts, labor and shipping starting 2 years from date of delivery.

This also includes any and all updates to the units library and software.

MINIMUM REQUIREMENTS:

Specifications:

New Portable RAMEN Identifier	<u>COMPLY</u>
Made in USA	<u>COMPLY</u>
Must be able to detect white or black powders	<u>COMPLY</u>
Must include 1 year extended warranty and reachback	<u>COMPLY</u>
Factory provided assembly, operational and safety training	<u>COMPLY</u>
Delivery 8201 E. Reno, Midwest City, OK	<u>COMPLY</u>

**Indicate compliance with each item by writing comply in each blank.
Please write any variations from the specification below each line item.**

TOTAL FOR ONE COMPLETE UNIT AS SPECIFIED \$ 24,990.00

COMPANY: FarrWest Environmental Supply, Inc. **ADDRESS:** 108 Commercial Pl. Schertz, TX 78154

CONTACT: Travis Brown- General Manager **TELEPHONE:** 210-566-1857

For any questions concerning this bid please contact David Richardson, Administration Major, at 405-739-1342.

**NONCOLLUSION AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID**

The City of Midwest City
Midwest City, Oklahoma

I, Travis Brown
Owner, Partner, Officer of Firm

FarWest Environmental Supply, Inc.
Company Name, City and State


being first duly sworn upon oath, state: I, the Company, its officers or employees, have not been party to any agreement or collusion among bidders, prospective bidders, architects or any other persons, or any other companies, in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise on this project for:

(1) Portable RAMEN Identifier

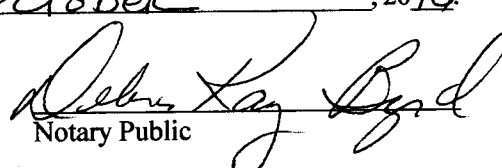
for the City of Midwest City.

Bids will be opened on October 18th, at 2:00 pm.

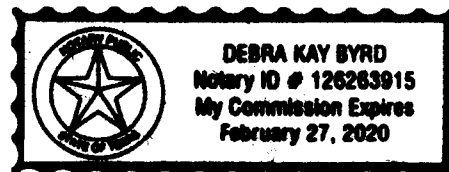
FarWest Environmental Supply, Inc.
Firm Name

 - General Manager
Signature and Title

Subscribed and sworn to before me this 13 day of October, 2016.


Notary Public

My Commission Expires:
Feb. 27, 2020



AGREEMENT BY BIDDER

THESE TERMS APPLY TO AND BECOME PART OF THE TERMS AND CONDITIONS OF BID. ANY EXCEPTION MUST BE IN WRITING.

1. Bids must be submitted on the attached form only. Each bid must be placed in a separate envelope. Each envelope must be completely and properly identified and sealed, showing the date of bid opening and the subject advertised.
2. The City of Midwest City reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
3. No bidder may withdraw his bid within a period of thirty (30) days after the date and hour set for the opening of bids. A bidder may withdraw his bid at any time prior to the time fixed for the opening of bids.
4. All bids must be accompanied by bidder's bond or cashier's check in the amount shown on the Invitation for Sealed Bids form when required by the City. This amount may be retained by the City of Midwest City as liquidated damages in the event the successful bidder (or bidders) fails to comply with the terms of this bid. The City Clerk will return the deposits to the unsuccessful bidders after the contract has been awarded.
5. All prices shall be quoted F.O.B. Midwest City, Oklahoma, and delivery to City of Midwest City location shall be without additional charges unless otherwise stated in specifications.
6. The bidder shall attach the manufacturer's name of the equipment or materials to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties must be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications in respect to the successful bidder shall be considered as part of his contract with the City of Midwest City.
7. The bidder shall show in the bid both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
8. Any exceptions to these items or conditions or deviations from written specifications shall be shown in writing and attached to the bid form.
9. In the event cash discounts are offered by the bidder, the discount date should begin with the date of invoice or the date of receipt of all material covered by the purchase order.
10. The bidder's attention is directed to the fact that the purchase of certain items of equipment or material by the City of Midwest City is exempt from Federal Excise Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax. The City of Midwest City will execute exemption certificates upon presentation by the bidder at the time of purchase.
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13. Bidder agrees to defend and save the City of Midwest City harmless from and against all demands, claims, suits, costs expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidder's direction.
14. Bidder may bid on one or all items but bids may not be tied together unless specifically stated in specifications.
15. The specifications are complete as written. No oral representation made by any agent or employee of the City, or its affiliate agencies, shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.
16. Any protest of the award of this proposed contract by a bidder on the contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the City within three (3) business days after the award of the contract by the governing body. All other provisions of these specifications shall also apply.
17. Each bidder when affixing his signature to the "Invitation for Sealed Bids" states that he has not, directly or indirectly, entered into any agreement, express or implied, with any other bidder or bidders, having for its object the controlling of the price, or amount of such bids, the limiting of the bids of bidders or the paying to any one any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or the profits thereof.

No bidder shall divulge the information in his sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid, until after the sealed bids are opened.

A violation of any one of the foregoing provisions on the part of a bidder shall be sufficient reason for the rejection of his bid or making void any contract made by him with the City based upon such bid.



NOTICE TO BIDDERS

Notice is given that the City of Midwest City will receive sealed bids in the Office of the City Clerk, Midwest City Municipal Center, 100 N. Midwest Boulevard, Midwest City, Oklahoma, until 2:00 p.m., on the 18th day of October, 2016, for:

(1) Portable RAMEN Identifier

Any bids received after 2:00 p.m. on the above date will be returned unopened. Bids shall be made in accordance with the bid documents, which are on file and available for public examination at the Office of the City Clerk in the Midwest City Municipal Center. Complete sets of bid documents may be obtained from the City of Midwest City, Fire Department, 8201 E. Reno, Midwest City, Oklahoma.

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Any protest of the award of this proposed contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the City Council within three (3) business days after the award of the contract by the governing body. The governing body reserves the right to review all bids and make the award to the lowest and best bidder. All other provisions of the specifications shall also apply.

Additional information may be obtained from the City of Midwest City, Fire Department, David Richardson, 8201 E. Reno, Midwest City, Oklahoma, 73110 (405) 739-1342.

The City Council of the City of Midwest City reserves the right to reject any or all bids.

Sara Hancock, City Clerk

Invitation for Sealed Bids

CITY OF MIDWEST CITY

100 N. MIDWEST BLVD.
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In
The Midwest City Beacon

Dates Advertised
October 7 & 14, 2016

Bids must be in the Office of the City Clerk By:
Tuesday, October 18, 2016 no later than 2:00 p.m.

IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

Description	Quantity	Unit Price	Total Net Price
Portable RAMEN Identifier	(1) One	\$24,990.00	\$24,990.00

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 and conditions attached to this sheet as "Agreement By Bidder."

DELIVERY WILL BE MADE IN 20 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 13 DAY OF October, 2016

FIRM FarrWest Environmental Supply, Inc. BY Travis Brown

ADDRESS 108 Commercial Pl. Schertz, TX 78154 TITLE General Manager

Accepted by the CITY OF MIDWEST CITY this _____ day of _____, 20 _____.

Matthew Dukes, II, MAYOR

Sara Hancock, City Clerk

Approved as to form this _____ day of _____, 20 _____.

Mary Ann Karns, Acting City Attorney



**THE CITY OF Midwest City
Fire Department**

SPECIFICATIONS

One (1) New Portable RAMEN Identifier

These specifications are written for one (1) new portable RAMEN identifier for the City of Midwest City. The unit must be complete with manufacturer's standard equipment with the accessories identified below. The unit shall include the warranty service certificate. State and federal taxes shall not be included in the price. Warranty shall equal or exceed industry standards. The unit shall be equipped to meet all federal safety standards.

Bidder's Proposal: Make: Smiths Detection Model: ACE-ID

Please state warranty in detail:

Warranty is all-inclusive of parts, labor and shipping starting 2 years from date of delivery.
This also includes any and all updates to the units library and software.

MINIMUM REQUIREMENTS:

Specifications:

New Portable RAMEN Identifier	<u>COMPLY</u>
Made in USA	<u>COMPLY</u>
Must be able to detect white or black powders	<u>COMPLY</u>
Must include 1 year extended warranty and reachback	<u>COMPLY</u>
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Delivery 8201 E. Reno, Midwest City, OK	<u>COMPLY</u>

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Please write any variations from the specification below each line item.**

TOTAL FOR ONE COMPLETE UNIT AS SPECIFIED \$ 24,990.00

COMPANY: FarrWest Environmental Supply, Inc. **ADDRESS:** 108 Commercial Pl. Schertz, TX 78154

CONTACT: Travis Brown- General Manager **TELEPHONE:** 210-566-1857

For any questions concerning this bid please contact David Richardson, Administration Major, at 405-739-1342.

NONCOLLUSION AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID

The City of Midwest City
Midwest City, Oklahoma

I, Travis Brown
Owner, Partner, Officer of Firm

FarrWest Environmental Supply, Inc.
Company Name, City and State


being first duly sworn upon oath, state: I, the Company, its officers or employees, have not been party to any agreement or collusion among bidders, prospective bidders, architects or any other persons, or any other companies, in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise on this project for:

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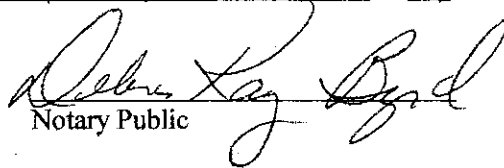
for the City of Midwest City.

Bids will be opened on October 18th, at 2:00 pm.

FarrWest Environmental Supply, Inc.
Firm Name

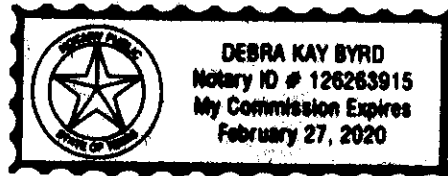
 - General Manager
Signature and Title

Subscribed and sworn to before me this 13 day of October, 2014.


Notary Public

My Commission Expires:

Feb. 27, 2020



AGREEMENT BY BIDDER

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No bidder shall divulge the information in his sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid, until after the sealed bids are opened.

A violation of any one of the foregoing provisions on the part of a bidder shall be sufficient reason for the rejection of his bid or making void any contract made by him with the City based upon such bid.

Bid Tab Results 10-18-16 One (1) Portable RAMEN Identifier		
Description:	Unit Price	Total Price
Rigaku Analytical Devices, Inc	\$43,820.00	\$43,820.00
Make: Progeny ResQ 1064nm handheld Raman		
FarrWest Environmental Supply, Inc.	\$24,990.00	\$24,990.00
Make:Smiths Detection		
Model: ACE-ID		



The City of Midwest City

NEIGHBORHOODS IN ACTION

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

TO: Honorable Mayor and Council

FROM: Tom Bridgett, Neighborhoods in Action Coordinator

Date: November 8, 2016

Subject: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$7,800 for fiscal year 2016/2017 with Jay D. Collins to establish the terms and condition under which he shall serve as the Volunteer Income Tax Assistance Center Coordinator.

Jay D. Collins, VITA Center Coordinator, would like to partner with the City of Midwest City for the City to provide the facility for the Volunteer Income Tax Assistance Program to provide oversight of tax preparation to community residents each Tuesday and Thursday between the hours 1:00 p.m. and 7:00 p.m. at the City of Midwest City Community Center.

This contract, a copy which is attached for your review, provides for a comprehensive scope of services associated with tax preparation to community residents.

Staff recommends approval.

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

Tom Bridgett
Neighborhoods in Action Coordinator

Attachment (1)

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is made and entered into the 8th day of November 2016, by and between the City of Midwest City (the City) and Jay Dee Collins, who agree to the following:

1. For the duration of this agreement, Mr. Collins shall serve as the City’s VITA (Volunteer Income Tax Assistance) Center Coordinator, with the primary responsibility for coordination and training of volunteers, oversight of tax preparation, reviewing and revising returns, e-filing all prepared returns, trouble shooting, contacting tax payers as necessary, compiling and submitting all required reports as well as day to day operations of the VITA center. Mr. Collins shall provide the City proof of site coordinator training completion and IRS certification to the highest level available. During the term of this agreement, Mr. Collins agrees to represent the City in all such matters. The City agrees to pay Mr. Collins the sum of \$19.00 per hour as consideration for said representation.
2. Jay Dee Collins, for the duration of this agreement, shall be and is considered an independent contractor and, as such, no benefit of city employment, such as medical insurance, vacation leave, sick leave, mileage, retirement benefits or any other benefits provided to its employees by the city, will be extended to Mr. Collins.
3. The term of this agreement shall extend from November 8th, 2016 through April 30, 2017.
4. Projected hours of work shall be as follows:

November 8, 2016 through April 30, 2017:	16-24 hours/week
--	------------------

During the term of this contract, Mr. Collins total wages are not to exceed \$7,800.00.

City of Midwest City

Volunteer Income Tax Assistance

Matthew D. Dukes II, Mayor
City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110
Phone: (405) 739-1204

Jay Dee Collins
721 S. Margene Road
Midwest City, OK. 73130
Phone: (405) 831-3153

Date

Date



Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: November 8, 2016

SUBJECT: Discussion and consideration of declaring nine (9) chairs, one (1) box of chair parts, (3) three ink packages, two (2) tables, one (1) plastic tub, one (1) typewriter, and eight (8) miscellaneous shelving items as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

This agenda item will declare the items listed as surplus. There are no other operational applications available within the City.

- (9) office chairs
- (1) box of office chair parts
- (3) ink value packages, black & color
- (2) tables
- (1) plastic tub
- (1) IBM Wheelwriter 6 Electric Typewriter
- (8) Miscellaneous shelving item

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk



Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: November 08, 2016

SUBJECT: Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal through sealed bid or public auction.

The Midwest City Fleet Services Department requests that you declare the listed items of City property surplus and authorize their disposal by sealed bid or auction.

The items are obsolete and are no longer serviceable.

Staff recommends approval.

Tim L. Lyon

Assistant City Manager

Dept	Description	Qty	Serial # (if applicable)	Condition	Fixed asset information
Fleet	Pair of exhaust for a 1978-80 GM/Chevy Suburban, Blazer, Jimmy	1	Part #14000263 & #14004560	new old stock	
Fleet	Gates Hydraulics Yellow Fittings Rack	1		fair	
Fleet	Dana Weatherhead Hose Assy System Rack, Yellow	1		fair	
Fleet	Dana Perfect Circle Rack, White	1		fair	
Fleet	Dana Weatherhead Yellow Rack with Hoses	1		fair	
Fleet	Office guest-style chairs	2		fair	
Fleet	HEG carwash pump	1		poor	
Police	Pallets of brackets, rear car seats, lights, adapters, and misc at Fleet	5		poor	
Police	060039 - 2004 Chevrolet Impala	1	2G1WF55K849308568	poor	
Police	060067 - 2008 Chevy Impala	1	2G1WS583481339028	poor	
Police	060056 - 2008 Chevy Impala	1	2G1WS553189171130	poor	
Police	061002 - Old bomb trailer marked 061003	1		poor	
Police	060239 - 2005 Jeep Cherokee, wrecked	1	1J8HR58205C589268	poor	
Welcome Ctr	RCA Telephone System	1		fair	
Nbrhd Svcs	150104 - 2001 Chevy Malibu	1	1G1ND52J716159957	poor	
Fleet	Metal Desk	1		fair	
Fleet	450101 - 2002 Buick LeSabre	1	1G4HR54K52U172095	fair	



DISCUSSION ITEMS





Memorandum

To: Honorable Mayor and Council

From: Mike S. Stroh, Neighborhood Services Director

Date: November 8, 2016

Subject: Discussion and consideration of approving and passing an ordinance amending the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, by amending Article VII, Sign Regulations, Section 9-391(i), Temporary Signs.

Staff is recommending amending the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, by amending Article VII, Sign Regulations, Section 9-391(i), Temporary Signs. These amendments are needed to clarify the tracking, permitting, and enforcement of grand opening signs.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

Enc. Copy of the ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS, BY AMENDING ARTICLE VII, SIGNS; SECTION 9-391(h), TEMPORARY; PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That Chapter 9, Buildings and Building Regulations, Article VII, Signs, of the Midwest City Code is hereby amended by amending Section-319 (i), Temporary Signs, to read as follows: .

(i)

A permit for the erection for a maximum of thirty (30) days of one (1) grand opening sign for a new business may be issued upon the submissions~~submitting~~ to the city of an application for a certificate of occupancy for a new business. A change of ownership or an existing business does not qualify for a grand opening sign. There shall be no fee for a temporary grand opening sign. A temporary sign permit must be obtained in accordance with subparagraph (g) of this section. ~~for any grand opening sign to remain erected in excess of ten (10) days. All grand opening signs shall meet the requirements of this Code.~~

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2016.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2016.

MARY ANN KARNES,
Acting City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, 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 : November 8, 2016

SUBJECT : Discussion and consideration of appointing a new member to the ADA Transition Plan Committee to fill the vacancy created when April Hawkins moved out of town. (Continue from 10/25/16 Council meeting.)

April Hawkins recently moved out of town, creating a vacancy on the ADA Transition Plan Committee.

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

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

Current members are as follows:

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

Action is at the discretion of Mayor and Council.

Billy Harless
Community Development Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : November 8, 2016

SUBJECT : Discussion and consideration of 1) appointing a replacement on the Board of Adjustment to fill the vacancy which will be created when Eric Sisemore finishes his current term, and 2) reappointing Dr. Charles McDade for an additional 3-year term on the Board of Adjustment.

The Board of Adjustment terms of Dr. Charles McDade and Eric Sisemore will end December 14, 2016. Dr. McDade wishes to be reappointed for an additional three-year term. Mr. Sisemore does not wish to be reappointed.

In accordance with Sec. 6.2.2. of the Municipal Code, the board of adjustment shall be composed of five (5) members, citizens of the City of Midwest City, each appointed by the mayor with the approval of the city council for a term of three (3) years. Two members of the board may be appointed from the planning commission.

The Board of Adjustment meets on call.

Current members are as follows:

Charles McDade (Ward 6) - Term ends 12-14-16

Eric Sisemore (Ward 2) - Term ends 12-14-16

Tammy Cook (Ward 4) - Term ends 5-14-17

Cy Valanejad (Ward 2) - Term expires 11-23-18

Jess Huskey (Ward 4) - Term ends 5-14-19

Action is at the discretion of Mayor and Council.

Billy Harless, AICP
Community Development Director

BH:lkb



NEW BUSINESS/
PUBLIC DISCUSSION





MUNICIPAL AUTHORITY

AGENDA



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

November 08, 2016 - 7:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that the Municipal Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 25, 2016, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustment to the following fund for FY 2016-2017, increase: Water Fund, expenses/Transfers Out (42) \$50,000. (Finance - C. Barron)
 3. 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. (Parks and Recreation - F. Gilles)
 4. Discussion and consideration of designating an approximately 3000 square foot area of Joe B. Barnes Regional Park just southwest of the Veterans Memorial as a site for a C-47 aircraft static display. (Public Works - V. Sullivan)
 5. Discussion and consideration of declaring city vehicles 43-02-12, a 1996 Chevrolet S-10 pickup, VIN 1GCCS14X6TK211734, 43-02-24m a 1992 Ford F250 pickup, VIN 1FTEF25H0NPA35148, 43-028-04, a 1986 CAse W20C, #9161800, and a wooden ladder surplus and 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**

October 25, 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, and Jeff Moore; and Secretary Sara Hancock. Absent: Christine Allen and Sean Reed.

Chairman Dukes called the meeting to order at 6:30 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for October 25, 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 6:32 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**

October 25, 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, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Sean Reed.

Chairman Dukes called the meeting to order at 7:17 p.m.

Consent Agenda. Motion was made by Dawkins, seconded by Allen, 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 October 11, 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 September 30, 2016. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
3. Discussion and consideration of awarding a bid and entering into a contract with Brenntag Southwest Inc., to purchase Water Treatment Coagulation Polymer at a minimum of 30,360 pounds at \$0.475 per pound or less than 15,180 pounds at \$0.482 per pound for Fiscal Year 2016/2017.

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

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

Adjournment. Chairman Dukes adjourned the meeting at 7:18 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, Finance Director

DATE: November 8, 2016

Subject: Discussion and consideration of supplemental budget adjustment to the following fund for FY 2016-2017, increase: Water Fund, expenses/Transfers Out (42) \$50,000.

The supplement is needed to increase budget for transfer out to Street & Alley Fund to meet estimated costs for water line break repairs to end of fiscal year.

Christy Barron
Finance Director

SUPPLEMENTS

November 8, 2016

Fund WATER (191)		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>
42	Transfers Out			50,000	
		<u>0</u>	<u>0</u>	<u>50,000</u>	<u>0</u>

Explanation:
 Increase budget for transfer out to Street and Alley Fund to meet estimated costs for water line break repairs to fiscal year end. Funding to come from fund balance.



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 Chairman and Trustees
Midwest City Municipal Authority

From: Vaughn K. Sullivan, Public Works Director

Date: November 8, 2016

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

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

Staff recommends approval.

Vaughn K. Sullivan
Public Works Director

Attachment: Agreement with attachments



October 26, 2016

This letter will set forth the terms and conditions of the sponsorship and marketing support arrangement between you, acting through the City of Midwest City Parks and Recreation Department, and STAAR Solutions (“STAAR”) whereby Chris Moler dba STAAR Solutions. L.L.C. agrees to act as a third party management consultant and sponsorship sales representative on behalf of “MIOFest” (formerly known as the Made in Oklahoma Wine, Beer and Food Festival) scheduled for June 18, 2017.

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

- 1) **Support for re-creation of a comprehensive sponsorship campaign.** STAAR will support the City of Midwest City in reviewing and making necessary revisions to include all rebranding information in the 2017 sponsorship campaign. The campaign will consist of a set of sales sheets, sales prospectus and contract agreement forms, promotional items and related support collaterals during the course of planning and executing the festival event. STAAR Solutions will receive a stipend payment of \$3,000 for the above services mentioned to support staff management and support costs over the next year.
- 2) **Coordination of Sale of Sponsorships.** STAAR Solutions will take the lead on the sale of all sponsorships and support the sale of exhibit booths in coordination with the City of Midwest City. It is understood that some exhibitors are renewals by the City of Midwest City and that STAAR Solutions will not contact these individual companies unless requested to do so.
- 3) **Commission for Sale of Cash Sponsorships.** The City of Midwest City will pay STAAR Solutions the following commission structure:
 - a. Twenty percent (20%) commission of all cash sponsorships sold by STAAR.
 - b. Fifteen percent (15%) commission for each agreed and contracted Value In Kind (barter-trade) sponsorship.
 - c. Ten percent (10%) commission for each agreed and contracted media and marketing related sponsorship sold through the City of Midwest City in support of the Festival.
 - d. Twenty percent (20%) commission of exposition (trade show vendor sponsorship) which includes trade booths that are not part of an actual sponsorship but are in trade for a support service. STAAR will take a more active role in the management of tradeshow vendors to support the City of Midwest City.
 - e. Such commission will be paid within 20 business days upon receipt by the City of Midwest City of the full sponsorship payment or, if sponsorship payments are made in installments, the payment will be made within 20 business days as a percentage of the installment amount received.
 - f. VIK individual sponsorship commission will not exceed \$4,000 for any single sponsorship. VIK sponsorships may be for budget relieving items such as printing, food services, generators, sound and light equipment, staging, tenting, audio/visual contractor, complimentary products or other negotiated barter or trade services. VIK values and limits are set by the sponsor, and not by the City of Midwest City or STAAR.

- g. Media sponsorship individual commissions will not exceed a payment of \$3,000 for each media sponsorship agreement regardless of the level of value over \$30,000. Media values and limits are set by the sponsor, and not by the City of Midwest City or STAAR.
- 4) **Sponsorship Account Protection.** STAAR Solutions will reserve the right to maintain account protection for the 2018 MIOFest for all contacts initiated and sold by STAAR within the 2017 MIOFest if retained by the City of Midwest City to support the 2017 event. This also includes account protection as per previous agreement for the sale of sponsorships and vendor booths sold in 2016.
- 5) **Sponsorship Contacts.** There may be times when a City of Midwest City representative may work directly with STAAR to secure an entree and/or meeting, and possibly attend the meeting and even assist with the closing of the actual sponsorship agreement. This is to execute the initial sale and to support the existing relationship. STAAR will work directly with the City of Midwest City representative to approve a series of leads and divide the leads up within the City of Midwest City team members. STAAR will still take primary responsibility for contracting and execution of the sponsorship that it is responsible for and as a result will receive full commission payment. It will be understood that once a sponsor contact or exhibitor has been assigned to a particular account representative that no other party will make contact with the potential sponsor unless jointly working with a member or key leader from the City of Midwest City. Internal controls will be managed by the City of Midwest City representative. **The City of Midwest City has the option if they sell a particular sponsorship and provide the majority of all the execution for the sponsorship deliverables and services to pay either a reduced (50%) and/or no commission depending upon the sponsor and the current relationship. This would be mutually agreed upon in advance between the City of Midwest City designated representative and STAAR.**
- 6) **Term.** This agreement shall remain in force until and up to 60 days past the festival date to allow time to close all business and **to create a final summary of execution for all sponsors.** However either party may terminate with or without cause, by giving fifteen (15) days written notice to the other in writing. In the event of termination as contemplated herein by the City of Midwest City, the City of Midwest City would remain liable to STAAR for all activities as contracted and herein provided prior to the date of termination. Should the City of Midwest City terminate this agreement after delivery of the drafted sponsorship campaign, then the City of Midwest City would pay a onetime stipend fee of \$3,000.00 cash for services rendered to create the campaign and campaign materials.
- 7) **Prior Approval.** STAAR must receive approval by the City of Midwest City prior to approaching potential sponsors that are mutually agreed upon. All materials used by STAAR in connection with this Agreement must also be approved by the City of Midwest City representative. Similarly, STAAR will not enter into any sponsorship agreements, like in-kind donations and any other obligations on behalf of the City of Midwest City without prior approval. All sponsorships will be recognized by a signed and consummated contractual agreement between the City of Midwest City and the sponsor unless otherwise agreed upon in advance by the City of Midwest City.
- 8) **Collection of Sponsorship Pledges.** The City of Midwest City and STAAR will work together in connection with the collection of sponsorship pledges, sponsorship services and/or vendor fees, but the City of Midwest City will have the ultimate responsibility for collection.

Chris B. Moler
October 26, 2016
Page 3

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

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

Very truly yours,

STAAR Solutions

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

Chris B. Moler
October 26, 2016
Page 4

Agreed to and accepted this _____ day of November, 2016.

STAAR SOLUTIONS

Chris Moler, President

Passed and approved by the City on the _____ day of November, 2016.

CITY OF MIDWEST CITY, OKLAHOMA

Matthew D. Dukes II, Mayor

Attested:

Sara Hancock, City Clerk

APPROVED as to form and legality this _____ day of November, 2016.

Mary Ann Karns, Acting 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

To: Honorable Chairman and Trustees, Midwest City Municipal Authority

From: Vaughn K. Sullivan, Public Works Director

Date: November 8, 2016

Subject: Discussion and consideration of designating an approximately 3000 square foot area of Joe B. Barnes Regional Park just southwest of the Veterans Memorial as a site for a C-47 aircraft static display.

You may recall that approximately two years ago the Council approved a site in Bicentennial Park for the static display of a C-47 aircraft owned by Metro Tech. The records obtained by Representative Gary Banz are what make this aircraft most interesting for display in Midwest City. This aircraft is one of the few still in existence produced at the Douglas plant, now known as Tinker AFB. The same records document that the aircraft flew a D-Day mission on June 6, 1944.

Since the original Bicentennial location was selected staff recently discovered that ODOT needs the area in Bicentennial Park originally approved by the Council for the location of the aircraft for future I-40 access improvements. As a result of this discovery we have selected a new site in Joe B. Barnes Regional Park just southwest of the Veterans Memorial at the corner of Joe B. Barnes Dr. and S. Douglas Blvd (see attached map).

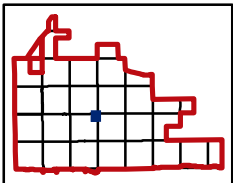
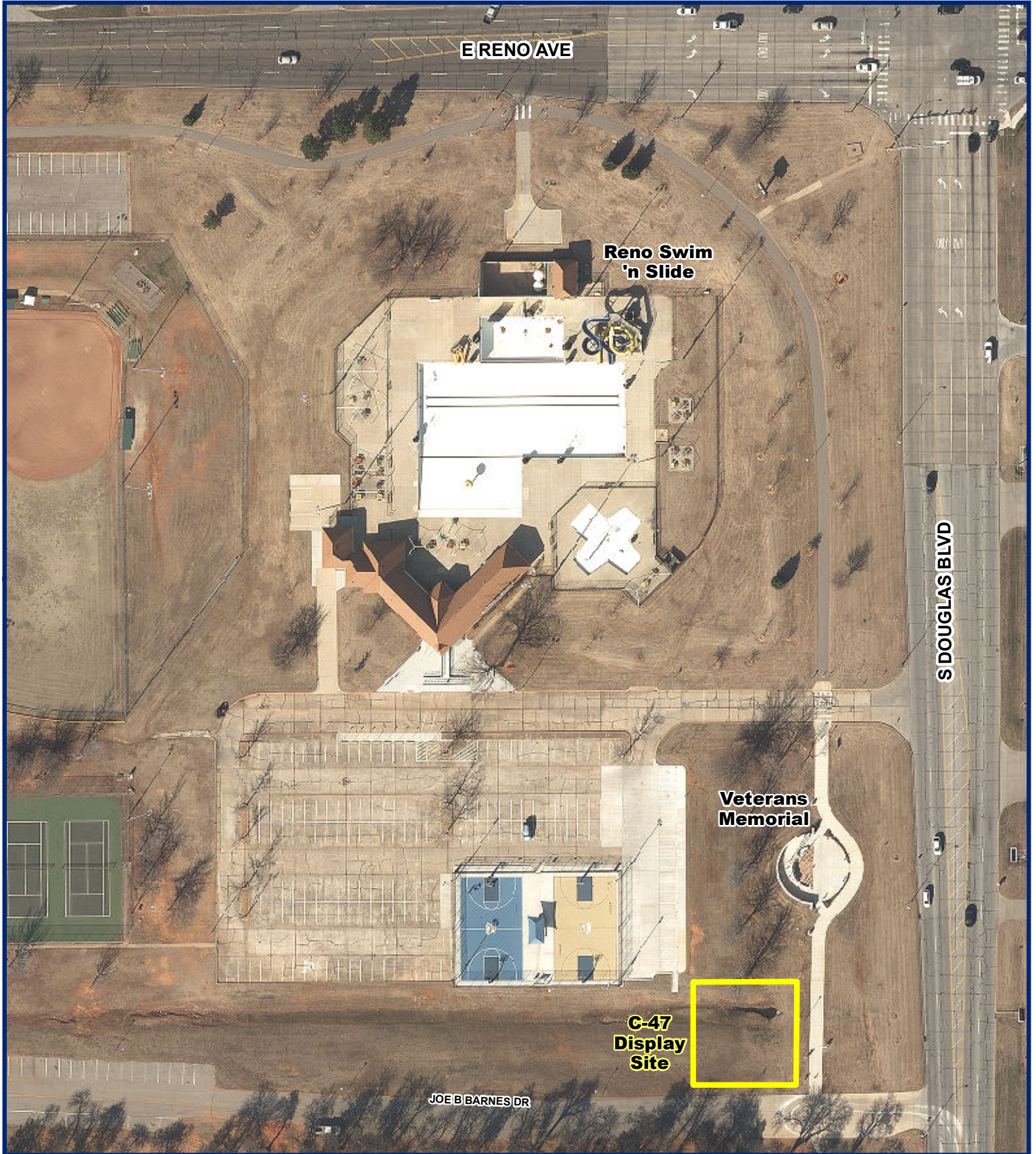
In addition to these new site developments, progress has been made toward establishing Midwest City, Ok. as the final resting place for this unique aircraft. The Metro Tech Board has voted to relinquish ownership to the Oklahoma Historical Society and their board has agreed to accept ownership of the aircraft. The Friends of the Oklahoma History Center, a 501 c 3, has agreed to accept responsibility for arranging shipping to a storage facility for restoration, evaluation of the cost of restoration, raising the money for restoration and display, restoring the exterior of the plane to its original World War II condition, then arranging delivery of the aircraft to its final display location.

At the October 19, 2016 Parks Board meeting, the Board unanimously approved the site selected. Staff believes the C-47 display would complement the Veterans Memorial and be a wonderful added attraction to that area. Consequently, staff recommends approval.

Vaughn Sullivan
Public Works Director

Attachment: C-47 photos, Static Display Site map

C-47 Display Site at Joe B. Barnes Regional Park



Disclaimer

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.









Assistant City Manager - Administration

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager of Administration

DATE: November 08, 2016

SUBJECT: Discussion and consideration of declaring city vehicles 43-02-12, a 1996 Chevrolet S-10 pickup, VIN 1GCCS14X6TK211734, 43-02-24, cda 1992 Ford F250 pickup, VIN 1FTEF25H0NPA35148, 43-028-04, a 1986 Case W20C, #9161800, and a wooden ladder surplus and authorizing its disposal by sealed bid or auction.

The items are obsolete and are no longer serviceable.

Staff recommends approval.

Tim L. Lyon

Assistant City Manager

Dept	Description	Qty	Serial # (if applicable)	Condition	Fixed asset information
Wastewater	Wooden Ladder	1		poor	
Wastewater	430212 - 1996 Chevrolet S-10	1	1GCCS14X6TK211734	poor	
Wastewater	430224 - 1992 Ford F250 pickup	1	1FTEF25H0NPA35148	poor	
Wastewater	430804 - 1986 Case W20C	1	9161800	poor	



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

November 08, 2016 - 7:02 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that the Hospital Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 25, 2016, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of adopting resolutions approving the City Manager, Assistant City Manager and Treasurer/Finance Director as authorized signatories on all Hospital Authority bank accounts and brokerage accounts. (Finance - C. Barron)
- C. DISCUSSION ITEM.
1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (City Clerk - S. Hancock)
- D. NEW BUSINESS/PUBLIC DISCUSSION.
- E. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session. (City Manager - G. Henson)
- F. ADJOURNMENT.



CONSENT AGENDA



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

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

October 25, 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, *Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Sean Reed.

Chairman Dukes called the meeting to order at 6:32 p.m.

*Councilmember Allen arrived at 6:33 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for October 25, 2016. Linda Fleming, Attorney at Law with Carlton Fields, briefed, via the phone, the trustees on the settlement agreements with Health Management Associates, Inc.; and Mack Morgan, Attorney at Law with Crowe & Dunlevy was present to answer any questions regarding the settlement agreements. Staff briefed the trustees on various other items on the agenda, and the trustees sought clarification and discussed individual agenda items with staff.

Chairman Dukes closed the meeting at 6:45 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**

October 25, 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, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Sean Reed.

Chairman Dukes called the meeting to order at 7:19 p.m.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 11, 2016, as submitted.** Motion was made by Dawkins, seconded by Allen, to approve the minutes, as submitted. Voting aye: McClure, Dawkins, Byrne, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was necessary.
3. **Discussion and consideration of 1) approving and entering into several agreements with Health Management Associates, Inc., Midwest Regional Medical Center, LLC and CHS/Community Health Systems, Inc., including a Settlement Agreement and Second Amendment to Lease, which will result in an Agreed Upon Dismissal with Prejudice of the suit filed by the Authority in the District Court of Oklahoma County, State of Oklahoma, upon the payment to the Authority of \$5,300,000 from Health Management Associates, Inc., Midwest Regional Medical Center, LLC and CHS/Community Health Systems, Inc.; and 2) authorizing the Chairman and/or General Manager/ Administrator To approve and execute the necessary and appropriate documents to effect the Settlement and dismissal of the suit and any counterclaims.** Motion was made by McClure, seconded by Dawkins, to enter into the agreements and authorize action, as submitted. Voting aye: McClure, Dawkins, Byrne, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried. Upon execution of the motion, the Mayor read the following public statement: "AllianceHealth Midwest and the Midwest City Memorial Hospital Authority have agreed to settle their claims and dismiss the pending lawsuit. The settlement and amended lease agreement clear the way for everyone to move forward, ensuring patients in Midwest City and surrounding communities in Eastern Oklahoma County have access to quality, acute care services close to home."

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. The Executive session was not needed.**

Adjournment. There being no further business, the Mayor adjourned the meeting at 7:22 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) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson
*General Manager/
Administrator*

Trustees
Matt Dukes
Daniel McClure Jr.
Rick Dawkins
Pat Byrne
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 Rice

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Christy Barron, Finance Director / Treasurer

DATE: November 8, 2016

SUBJECT: Discussion and consideration of adopting resolutions approving the City Manager, Assistant City Manager and Treasurer/Finance Director as authorized signatories on all Hospital Authority bank accounts and brokerage accounts.

Updated resolutions are needed to add the new Finance Director/Treasurer to Hospital Authority bank accounts and brokerage accounts.

Christy Barron

Christy Barron
Finance Director / Treasurer

Attachment: Proposed Resolutions

HA RESOLUTION 2016-_____

A RESOLUTION OF THE CITY OF MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY DESIGNATING THE CITY MANAGER, ASSISTANT CITY MANAGER AND THE TREASURER/FINANCE DIRECTOR AS SIGNATORIES ON ALL CURRENT AND FUTURE BANK ACCOUNTS, AND REQUIRING A MINIMUM OF TWO AUTHORIZED SIGNATORIES TO ESTABLISH OR CLOSE ANY HOSPITAL AUTHORITY BANK ACCOUNT

WHEREAS, The City Manager, Assistant City Manager and the Treasurer/Finance Director are the appropriate positions to have access to the Hospital Authority funds; and

WHEREAS, The Hospital Authority has continuing and on-going financial obligations which it must meet and satisfy; and

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

SECTION 1. The City Manager, Assistant City Manager and the Treasurer/Finance Director shall be, until changed by resolution, the duly authorized signatories on any and all of the Hospital Authority’s existing bank accounts.

SECTION 2. The City Manager, Assistant City Manager and the Treasurer/Finance Director will also be duly authorized signatories on any accounts which may be established or closed on the Hospital Authority’s behalf in the future with the restriction that a minimum of two authorized signatories are required to establish or close any Hospital Authority bank account.

SECTION 3. The City Manager, Assistant City Manager and the Treasurer/Finance Director are also authorized to sign checks and transact other banking business for all Hospital Authority accounts.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Memorial Hospital Authority this 8th day of November, 2016.

MIDWEST CITY MEMORIAL
HOSPITAL AUTHORITY

Chairman

ATTEST:

Secretary

APPROVED as to form and legality this 8th day of November, 2016.

Acting City Attorney

HA RESOLUTION 2016-_____

A RESOLUTION OF THE CITY OF MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY DESIGNATING THE CITY MANAGER, ASSISTANT CITY MANAGER AND THE TREASURER/FINANCE DIRECTOR AS SIGNATORIES ON ALL CURRENT AND FUTURE BROKERAGE ACCOUNTS, AND REQUIRING A MINIMUM OF TWO AUTHORIZED SIGNATORIES TO ESTABLISH OR CLOSE ANY HOSPITAL AUTHORITY BROKERAGE ACCOUNT

WHEREAS, The City Manager, Assistant City Manager and the Treasurer/Finance Director are the appropriate positions to have access to the Hospital Authority investments; and

WHEREAS, The Hospital Authority has continuing and on-going investment needs which it must address to maximize investment earnings; and

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

SECTION 1. The City Manager, Assistant City Manager and the Treasurer/Finance Director shall be, until changed by resolution, the duly authorized signatories on any and all of the Hospital Authority existing brokerage accounts.

SECTION 2. The City Manager, Assistant City Manager and the Treasurer/Finance Director will also be duly authorized signatories on any brokerage accounts which may be established or closed on the Hospital Authority's behalf in the future with the restriction that a minimum of two authorized signatories are required to establish or close any Hospital Authority brokerage account.

SECTION 3. The City Manager, Assistant City Manager and the Treasurer/Finance Director will also be authorized and empowered to transfer, endorse, sell, assign, set over and deliver any and all shares of stock, options, bonds, debentures, notes, evidences of indebtedness or other securities standing in the name of or owned by the Hospital Authority.

SECTION 4. The City Manager, Assistant City Manager and the Treasurer/Finance Director will also be fully authorized and empowered to purchase stocks, bonds, debentures, notes, evidences of indebtedness and other securities, and to make, execute, and deliver, any and all written instruments necessary or proper to effectuate the authority hereby conferred.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Memorial Hospital Authority this 8th day of November, 2016.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY

Chairman

ATTEST:

Secretary

APPROVED as to form and legality this 8th day of November, 2016.

Acting City Attorney



DISCUSSION ITEM





Midwest City Memorial Hospital Authority

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J. Guy Henson
*General Manager/
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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: November 08, 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
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J. Guy Henson
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Manager/
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Trustees

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Board of Grantors

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MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: November 08, 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