



MIDWEST CITY
MEETING AGENDAS FOR
September 13, 2016

STAFF BRIEFING

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

September 13, 2016 – 6:00 PM

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

DISCUSSION.

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



CITY COUNCIL AGENDA



CITY OF MIDWEST CITY COUNCIL AGENDA

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

September 13, 2016 – 7:00 PM

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

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation - Community Services Director Vaughn Sullivan
- Pledge of Allegiance – Keishon Rose, Cadet Captain in JROTC at MWC High School
- Community-related announcements
- Acceptance of the Soldier Creek Industrial Park "Site Ready Light Industrial Park" Certificate from the Oklahoma Department of Commerce
- Plaque and Proclamation for Retiree, Bill Janacek, Environmental Services Director

C. CONSENT AGENDA. These items are placed on the Consent Agenda so that members of the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all Council members, or members of the audience wish to discuss a proposed item with the Council, that item will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of August 23, 2016, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: CDBG Fund, expenses/Grants Management (39) \$209,379. Reimbursed Projects Fund, revenue/Miscellaneous (15) \$600; expenses/Neighborhood Services (15) \$600. General Government Sales Tax Fund, revenue/Miscellaneous (09) \$385; expenses/Street (09) \$385. Reimbursed Projects Fund, revenue/Transfers In (14) \$269. (Finance - F. Chen)
3. Discussion and consideration of the approval of the Collective Bargaining Agreement with the International Association of Firefighters, Local 2066, AFL-CIO-CLC (IAFF Local 2066) as negotiated for the Fiscal Year 2016/2017. (Human Resources - C. Wilson)
4. Discussion and consideration of 1) approval of and entering into the Oklahoma Housing Finance Agency (OHFA) Home Investment Partnerships Program (HOME) grant contract to receive \$200,000 for down payment and closing cost assistance in Midwest City and agreeing to provide \$50,000 in banked matching funds; 2) authorization of the Mayor and City Manager to enter into the necessary contracts and certifications to implement all aspects of the grant. (Grants Management - T. Craft)

5. Discussion and consideration of approving and entering into a Memorandum of Understanding with the Oklahoma Office of Homeland Security for a Federal FY 2016 Homeland Security Grant Program grant for local funding for the Oklahoma Interoperable Communications Program in the amount of \$382,562.00 and assigning those grant funds to the State of Oklahoma to purchase and install interoperable communications equipment; purchase and install software upgrades for existing 800 MHz equipment; and fund planning and operational oversight costs for the statewide interoperable communications systems (700/800 MHz trunked and conventional), including but not limited to the salary and benefits of Oklahoma Office of Homeland Security and/or Oklahoma Department of Public Safety communication planners; and authorizing the mayor and/or city manager to enter into and execute any agreements and/or other documents on behalf of the City that are necessary or appropriate to effect the purposes and objectives of the grant. (Emergency Management - Bower)
6. Discussion and consideration of Change Order No. 1 to the contract with H&H Plumbing and Utilities, Inc., in the amount of \$33,772.00 for the Sooner Rose Development Sanitary Sewer Project. (Community Development - P. Menefee)
7. Discussion, consideration and possible action to accept a deed from Atkinson Trust consisting of two lots in Rolling Meadows Addition (Lot Eleven (11), Block Six (6); and Lot Twenty-Two (22), Block One (1); and a tract in the Southeast Quarter (SE/4) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma. (City Attorney - M. Karns)
8. Discussion and consideration of approving and entering into an annual service agreement with RK Black. The total yearly cost is \$518.40 or a monthly cost of \$43.20. (Parks and Recreation - F. Gilles)
9. Discussion and consideration of approving a contract with Vann & Associates as the graphic design firm to create the Midwest City 75th Anniversary logo. (City Manager - G. Henson)
10. Discussion and consideration of : 1) declaring Sharp toner MX-27NTYA, Sharp toner MX-27NTMA, Sharp toner MX-27NTCA, 6 office chairs, AT&T push-button phone, small rolling table, Ativa personal shredder, 3 floppy disk holders, computer stand, and 2 4-drawer file cabinets as surplus; and 2) authorizing their disposal by public auction or sealed bid. (Community Development-B. Harless)
11. Discussion and consideration of declaring one (1) four drawer vertical file cabinet, one (1) cash drawer, eight (8) Acco 11" x 8 1/2" Pressboard Hanging Data Binders, one (1) Plantronics M12 Corded Amplifier with Headset, and one (1) stackable tray as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)

12. Discussion and consideration of 1) declaring the 2009 Dodge Charger, unit number 06-01-11, VIN #2B3KA43D69H597113, surplus and authorizing its disposal by trade in to Eskridge Value; and 2) purchasing a 2009 Dodge Ram 1500 pick-up truck from Eskridge Value for \$14,988 + \$199 processing fee, less the trade-in in the amount of \$4,500 for a net cost of \$10,687. (Police - B. Clabes)
13. Discussion and consideration of 1) declaring the Lafayette Polygraph instrument, Model #LX300-SW, Serial #337346 as surplus and authorizing its disposal by trade in to Lafayette Instrument Company, Inc.; and 2) purchasing a Lafayette Computerized Polygraph instrument, Model #LX5000-S from Lafayette Instrument Company, Inc. for \$5,962.38 less the trade-in in the amount of \$2,155.00 for a net cost of \$3,807.38. (Police - B. Clabes)
14. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Information Technology - R. Rushing)
15. Discussion and consideration of 1) declaring one office chair, one L-shaped desk with matching credenza, two 2-drawer file cabinets, three 4-drawer file cabinets, a microwave, and a 2-door cabinet as surplus; and 2) authorizing their disposal by public auction or sealed bid. (City Manager - G. Henson)

D. DISCUSSION ITEM.

1. Discussion and consideration of appointing a Board of Adjustment member to fill the vacancy created when Joe Lenochoan moved out of state. (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

August 23, 2016 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Mayor Matt Dukes; Councilmembers *Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, **Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Mayor Dukes called the meeting to order at 6:00 p.m.

*Councilmember McClure arrived at 6:46 p.m. **Councilmember Allen left the meeting at 6:46 p.m. and returned at 6:52 p.m.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for August 23, 2016. City Manager Guy Henson and staff 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 6:56 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

August 23, 2016 – 7:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Mayor Matt Dukes; Councilmembers, Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Mayor Dukes called the meeting to order at 7:07 p.m.

Opening Business. The meeting opened with the invocation by Vaughn Sullivan, followed by the Pledge of Allegiance led by Councilmember McClure. City Manager Guy Henson made community-related comments and announcements. Mayor Dukes presented City retiree, Shane Campbell, a proclamation.

Consent Agenda. Glenn Goldschlager, 1409 Evergreen Drive, spoke to the Council about item nine. Motion was made by Dawkins, seconded by McClure, 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 August 9, 2016, and the special meeting of August 15, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: General Government Sales Tax Fund, expenses/City Manager (01) \$4,406; expenses/City Clerk (02) \$2,750; expenses/Personnel (03) \$42,000; expenses/Community Development (05) \$104,003; expenses/Park & Recreation (06) \$40,543; expenses/Street (09) \$1,849; expenses/General Government (14) \$221,474; expenses/Neighborhood Services (15) \$5,171; expenses/Information Technology (16) \$337,664; Drainage Improvements (72) \$17,500. Street & Alley Fund, expenses/Street (09) \$449,155. Technology Fund, expenses/General Government (14) \$40,000. Reimbursed Projects Fund, expenses/Park & Recreation (06) \$1,782; expenses/Grants Management (39) \$7,083; expenses/Police (62) \$43,975; expenses/Fire (64) \$95,678; expenses/Recreation (78) \$70,104. Police Capitalization Fund, expenses/Police (62) \$271,171. Juvenile Fund, expenses/Police (62) \$1,671. Police Federal Projects Fund, expenses/Police (62) \$5,365. Jail Fund, expenses/Police (62) \$4,000. Fire Capitalization Fund, expenses/Fire (64) \$364,121. Welcome Center Fund, expenses/Tourism (74) \$1,365. CVB Fund, expenses/Visitors Bureau (07) \$5,000. Street Tax Fund, expenses/Park & Rec (06) \$76,185; expenses/Parks (23) \$254,819; expenses/Streets (09) \$90,187; expenses/Economic (87) \$84,000. Emergency Operations Fund, expenses/Emergency Operations (21) \$48,000. Public Works Fund, expenses/Public Works (30) \$32,285. Fleet Fund, expenses/Fleet (25) \$55,170. Surplus Property Fund, expenses/Surplus (26) \$14,435. Park & Recreation Fund, expenses/Park & Rec (06) \$222,171. Grants Fund, expenses/Police (62) \$21,275. Capital Improvements Fund,

expenses/Capital Improvements (57) \$1,107,203. Downtown Redevelopment Fund, expenses /29th Street (92) \$2,459,212. Risk Fund, Bond Fund, expenses/Street Bond (69) \$2,652,442. Police Impound Fees Fund, expenses/Police (62) \$30,902; Park & Recreation Fund, revenue/Miscellaneous (00) \$3,956; expenses/Park & Rec (06) \$3,956. Police Fund, expenses/Transfers Out (62) \$5,000. Police Capitalization Fund, revenue/Transfers In (00) \$5,000; expenses/Police (62) \$5,000. Reimbursed Projects Fund, revenue/Miscellaneous (00) \$2,565; expenses/ Neighborhood Services (15) \$2,565.

3. Discussion and consideration of accepting the City Manager's Report for the month of July 2016.
4. Discussion and consideration of approving and entering into contracts for fiscal year 2016-17 with Gano Coleman, CPA, PLLC at the rate of \$90 per hour for sales tax audits for one taxing jurisdiction or \$70 per hour for sales tax audits for two or more taxing jurisdictions; and PRA Government Services, LLC at the rate of \$90 per hour for all sales tax audits, both of which are certified by the Oklahoma Tax Commission to perform sales tax audits, which will allow the City of Midwest City to participate in multi-jurisdictional sales tax audits.
5. Discussion and consideration of renewing for the Fiscal Year 2016/2017 contracts with DB Compensation Software in the amount of \$2,000.04 to maintain the City's non-represented employees' compensation plan and job descriptions. There is no cost increase over last year.
6. Discussion and consideration of entering into a service agreement with PlanSource Platform in the amount of \$0.50 per employee per month effective July 1, 2016, to provide service to keep the Health Plan compliant with reporting provisions of the Patient Protection and Affordable Care Act 2010 (ACA).
7. Discussion and consideration of entering into an agreement with Center for Economic Development Law for legal consulting services for the City of Midwest City for the Fiscal Year 2016-17.
8. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Garver, LLC in the amount of \$26,500 for the preparation of engineered construction plans for the interior coating of the elevated water storage tank (the Titan tower) located in the vicinity of S.E. 29th Street and Post Road.
9. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Jacobs Engineering Group Inc. in the amount of \$80,500 for the preparation of engineered construction plans for the Pedestrian Signal Project, Phase II – Various Locations Safety Project.
10. Discussion and consideration of awarding the bid to and entering into a contract with Holland Backhoe, Inc. in the amount of \$80,525.00 for the Blueridge Waterline Replacement Project.
11. Discussion and consideration of entering into a project agreement for Federal-aid Project Number STP-155B(614)AG, State Job Number 24364(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$7,232,000.00 to widen S.E. 15th Street from Lynn Fry Boulevard to Anderson Road.

12. Discussion and consideration of entering into a project agreement for Federal-aid Project Number STP-255B(337)AG, State Job Number 31476(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$2,240,000.00 to resurface S.E. 15th Street from Midwest Boulevard to Oelke Drive.
13. Discussion and consideration of amending the interlocal cooperation agreement and lease agreement between the Oklahoma Capital Improvements Authority, Oklahoma Tourism and Recreation Department and City of Midwest City, changing the Midwest City Travel Information Center current Sunday hours of 8:30 a.m. to 5:00 p.m. to 12:00 p.m. to 5:00 p.m.
14. Discussion and consideration of renewing the lawn maintenance contract with the Metropolitan Library System in the total amount of \$6,000.00 for FY 2016/2017.
15. Discussion and consideration of renewing an agreement with CoxCom, LLC. in the amount of \$137.94 per month, including surcharges, for the Cox cable modem that provides internet service for the City.
16. Discussion and consideration of passing and approving a resolution authorizing the purchase and installation of Avigilon Video Recording System and equipment under Oklahoma County's renewed CW15012 contract with Digi Security Systems, LLC.
17. 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.
18. Discussion and consideration of declaring City Vehicle #020202, 2003 S-10 Chevrolet, City Vehicle #020208, 1995 S-10 Chevrolet, five (5) Versaterm handheld computers, and two (2) charging bases, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

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

Discussion Items.

1. **(PC-1876) Public hearing with discussion and consideration of approval of the Preliminary Plat of Oakwood Landing for the property described as a tract of land located near the north west corner of NE 10th Street and Westminster Rd., lying in the NE/4 of Section 31, T-12-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Motion was made by Dawkins, seconded by McClure, to continue this item until the September 27, 2016 Council meeting at the request of the property owners. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

2. **(PC – 1877) Public hearing with discussion and consideration of approval of an ordinance to redistrict from R-6, Single Family Residential and PUD, Planned Unit Development governed by the C-3, Community Commercial district to PUD, Planned Unit Development, to be governed by the C-3, Community Commercial District and C-4, General Commercial, and a resolution to amend the Comprehensive Plan for a portion of the area of request from Low Density Residential to Office/Retail, for the properties described as a part of the NE/4 of Section 35, T-12-N, R-2-W, located at 801 and 825 N. Douglas Blvd.** Fred Quinn, 1390 S. Douglas, spoke with the Council. Motion was made by McClure, seconded by Reed, to approve Ordinance 3279 and Resolution 2016-18 as submitted with a total of three signs with one on each parcel of land. Voting aye: McClure, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: Dawkins. Absent: none. Motion carried.
3. **(PC – 1878) Public hearing with discussion and consideration of approval of the Parkworth Preliminary Plat for the property described as a tract of land lying on the west side of N. Douglas between NE 10th St. and Reno Ave., in the NE/4 of section 35, T-12-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma, addressed as 801 and 825 N. Douglas Blvd.** Motion was made by Dawkins, seconded by McClure, to approve the plat as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **(PC – 1879) Discussion and consideration of approval of the proposed Final Plat of Son's Meadow Addition, located at 815 S. Anderson, between E. Reno Ave. and SE 15th St., described as a part of the NE/4 of Section 5, T11N, R1W.** Motion was made by McClure, seconded by Reed, to approve the plat as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. **(PC – 1880) 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 C-3, Community Commercial District, for the property described as a part of the NW/4 of Section 15, T-11-N, R-2-W, located at 7200 SE 29th Street.** Motion was made by Dawkins, seconded by Allen, to approve Ordinance 3280, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
6. **Discussion and consideration of accepting a resolution opposing State Question 777 and State Question 779 and forwarding to the Governor's office for consideration.** Glenn Goldschlager, 1409 Evergreen Dr.; Charles Thompson, 10400 N.E. 4th; Edward Graham, 3605 Bella Vista; Shane Bernard, 9320 Pear St. spoke with the Council. Motion was made by Dawkins, seconded by Reed, to approve Resolution 2016-17 opposing State Question 777, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried. Motion was made by Reed, seconded by McClure, to approve Resolution 2016-16 opposing State Question 779, as submitted. Voting aye: McClure, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: Dawkins. Absent: none. Motion carried.

7. **Discussion and consideration of passing and approving a resolution casting one vote for one of the nominees running to fill the open position of District Six (6) Trustee on the board of trustees of the Oklahoma Municipal Retirement Fund (OMRF) for a five year term from October 28, 2016 through September 2021.** Motion was made by Reed, seconded by Dawkins, to approve Resolution 2016-20 and nominate Timothy Rooney as District Six Trustee on the Board of Trustees of the OMRF. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

New Business/Public Discussion.

Mike Stroh, Neighborhood Services Director, spoke with the Council thanking the employees and citizens for supporting the School Supply Drive and to recognize Bill Janacek on his retirement.

Adjournment.

There being no further business, the Mayor adjourned the meeting at 8:03 p.m.

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Frank Chen, Deputy Finance Director

DATE: September 13, 2016

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: CDBG Fund, expenses/Grants Management (39) \$209,379. Reimbursed Projects Fund, revenue/Miscellaneous (15) \$600; expenses/Neighborhood Services (15) \$600. General Government Sales Tax Fund, revenue/Miscellaneous (09) \$385; expenses/Street (09) \$385. Reimbursed Projects Fund, revenue/Transfers In (14) \$269.

The first supplement is needed to roll forward remaining CDBG Grant balance from fiscal year 2015-2016 to current fiscal year. The second supplement is needed to budget donation received for Support Our Schools Project to be used to purchase supplies for Midwest City schools. The third supplement is needed to budget Street Department surplus property proceeds to be used to partially fund outfitting of two new trucks. The fourth supplement is needed to budget transfer in from Grants/Housing Activities Fund for previous year expense that was not reimbursed by grant.

Frank Chen

Deputy Finance Director

SUPPLEMENTS
September 13, 2016

Fund CDBG (141)		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>
39	Grants Management			209,379	
		0	0	209,379	0
		0	0	209,379	0

Explanation:
To roll forward remaining CDBG Grant balance from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund REIMBURSED PROJECTS (016)		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>
15	Miscellaneous	600			
15	Neighborhood Services			600	
		600	0	600	0
		600	0	600	0

Explanation:
Budget donation received from Midwest City Lodge #532 for the Support Our Schools Project to be used to purchase supplies for Midwest City schools.

Fund GENERAL GOV'T SALES TAX (009)		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	Miscellaneous	385			
09	Street			385	
		385	0	385	0
		385	0	385	0

Explanation:
Budget Street Department surplus property proceeds to be used to partially fund outfitting of two new trucks.

Fund REIMBURSED PROJECTS (016)		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>
14	Transfer In	269			
		269	0	0	0
		269	0	0	0

Explanation:
Budget transfer in from Grants/Housing Activities Fund for previous year expense that was not reimbursed by Emergency Utility Assistance Grant.



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

MEMORANDUM:

Date: September 13, 2016

To: Honorable Mayor and Council

From: Catherine Wilson, Human Resources Director

Re: Discussion and consideration of the approval of the Collective Bargaining Agreement with the International Association of Firefighters, Local 2066, AFL-CIO-CLC (IAFF Local 2066) as negotiated for the Fiscal Year 2016/2017.

On August 15, 2016 IAFF Local 2066 and the City of Midwest City negotiating teams reached agreement on the terms of Collective Bargaining Agreement (CBA) for the Fiscal Year 2016/2017. The CBA was presented to the members of IAFF Local 2066 and was ratified during their August 23, 2016 meeting. Aside from date changes, this is a summary of the changes agreed to in the various article of the CBA:

- Article 3 Authority and Term-date changes for agreement duration.
- Article 14 Promotions Policy and Procedure: added language to Section 10 - Requiring a Sergeant (Apparatus Operator) to complete Blue Card Incident Command Certification program training within one year of obtaining the position. Section 11 - Deletion of language requiring notification to the Chief of intent to promote. Section 16 - Requiring a Training Chief to complete Blue Card Incident Command Instructor program training within one year of obtaining the position.
- Article 15 Grievance Procedure: Section 3 - Reduction of one (1) day in each step of the internal grievance process to expedite the timeline.
- Article 22 Longevity: Addition of three (3) years to the Longevity Chart, increasing the chart from 27 years to 30 years of service.
- Article 23 Uniforms and Maintenance Allowance: Section 6 – this is a new section to the article, allowing the members of IAFF Local 2066 to purchase their Structural Firefighting Helmet and Budge upon promotion or retirement.
- Article 24 Wages: IAFF Local 2066 accepted a 2.3 COLA to be applied to the FY 2016/2017 pay scale.
- Article 28 Health Benefits- Section 1 changing the dates and to reflect the Health Plan Networks and premiums.
- Article 40 Disciplinary Action Involving the Administrative Review Board: Section 1 – Language addition. Section 2 – This is a new section added to give guidance on how complaints will be handled. Section 3 – added language to give further clarification as



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

to how information will be shared and giving the employee the opportunity to meet with the ARB.

The attached PDF shows all the changes to the contract. The new language is in blue and is underlined, while any deletions are in red with a line striking the language.

Staff recommends approving the 2016/2017 CBA as negotiated.

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a stylized flourish at the end.

Catherine Wilson, Human Resources Director



Collective Bargaining
Agreement for Fiscal
Year 201~~5~~6/201~~6~~7
Between

The International
Association of Firefighters
Local #2066, AFL-CIO-CLC
and

The City of Midwest City

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ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of Midwest City, Oklahoma, a municipal corporation, hereinafter referred to as Employer, and International Association of Firefighters, AFL-CIO/CLC, Local 2066, hereinafter referred to as Union, to protect the public health, safety and welfare of the citizens of Midwest City, Oklahoma, from strikes, work stoppages or slow-downs by the Union. The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly, peaceful labor relations for the mutual interests of the City of Midwest City in its capacity as an employer and the firefighters as employees.

ARTICLE 2

RECOGNITION

SECTION 1. The City recognizes Local 2066 as the exclusive bargaining agent for all permanent paid firefighters of the Midwest City Fire Department, with the exception of the Fire Chief and one designated Administrative Assistant.

ARTICLE 3

AUTHORITY AND TERM

SECTION 1. Pursuant to Oklahoma state law, 11 O.S. § 51-101 et seq., the following Articles constitute an Agreement by and between the Employer and the Union.

SECTION 2. This Agreement shall be effective as of the, first day of July 20156, and shall remain in full force and effect until the last day of June 20167.

ARTICLE 4

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

SECTION 1. The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, age, size, sex, religion or status of Union membership.

SECTION 2. The Union and all its members agree to comply with the objectives set forth in the Employer's Affirmative Action Program to ensure equal employment opportunity for all.

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

The Local recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement is retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitations within the rights of the Employer.

Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Midwest City and the ordinances and regulations promulgated thereunder. These rights include, but are not limited to:

- A. The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;
- B. The right to assign working hours, including overtime;
- C. The right to establish modify or change work schedules, manning of shifts, assignments, etc;
- D. The right to direct the members of the Fire Department, including the right to hire, terminate, suspend, demote, promote, transfer or take any other disciplinary action against employees of the Fire Department for just cause;
- E. The determination of the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department, and the determination of job classification, ranks and positions based upon duties assigned;
- F. The determination of safety, health, and property protection measures for the Fire Department;
- G. The allocation and assignment of work to all members within the Fire Department;
- H. The sole judge of the qualifications of applicants and training of employees;

- I. The scheduling of operations and the determination of the number and duration of hours of assigned duty per working period;
- J. The establishment and enforcement of Fire Department rules, regulations and orders;
- K. The introduction of new, improved or different methods and techniques of operation of the Fire Department or changes in existing methods and techniques;
- L. The determination of the amount of supervision necessary;
- M. The control of the departmental budget;
- N. The right to take whatever actions may be necessary to carry out the mission of the City in situations of emergency;
- O. The right to relieve employees from duties because of lack of work, funds or other legitimate reasons;
- P. Organization of City governments;
- Q. Other matters as covered by the Merit System.

All rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the functions of the Employer.

The above rights, responsibilities and prerogatives are inherent in the City Council and City Manager by virtue of statutory and Charter provisions and are not subject to delegation in whole or in part.

ARTICLE 6

PREVAILING RIGHTS

SECTION 1. All rules, regulations, rights, privileges, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Midwest City Fire Department currently enjoyed by the Union which are not included in this Agreement shall remain in full force unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement of either parties during the term of the contract by mutual consent.

ARTICLE 7

PROHIBITION OF STRIKES

SECTION 1. During the term of this Agreement, the Union agrees to a prohibition of strikes, work stoppage and slow-down.

SECTION 2. For the purpose of this Agreement, "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holiday, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change of the conditions, compensation, rights, privileges or obligations of employment.

SECTION 3. Nothing contained in this Article shall be construed to limit, impair or affect the right of any employee to the expression of communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

SECTION 4. Upon notification confirmed in writing by Employer to Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, request such members to return to work at once and provide Employer with a copy of such request, and a responsible official of the Union shall publicly request them to return to work.

ARTICLE 8

UNION BUSINESS

SECTION 1. The Employer agrees that the Union shall have 240 hours leave available in order to conduct Union related business or activities; provided that the granting of such leave shall not impede the proper operation of the department as determined by the Fire Chief or his designee. The Union will be responsible for all other expenses incurred to attend the IAFF meeting. The Union president or secretary shall properly document all hours used and present a quarterly report to the Chief. Additional hours may be granted at the Fire Chief's discretion on a case by case basis.

SECTION 2. Members of the Union negotiating team, not to exceed five, shall be allowed time off without loss of pay for all negotiation meetings which shall be mutually set by the Employer and the Union.

SECTION 3. The president and secretary-treasurer of the Union shall be authorized time off with pay if and when the need arises to transact Union officially called meetings, not to exceed two per month, provided that the granting of such leave shall

not impede the operation of the Fire Department as determined by the Fire Chief or Shift Commander.

SECTION 4. The Union president or his designated representative may investigate grievances during working hours with the approval of the Fire Chief or Shift Commander.

SECTION 5. Upon written authorization from the employee, the Employer agrees to deduct regular monthly Union dues; PAC Fund contributions and Union sponsored insurance benefit programs from the earned wages of those permanent employees who are represented by the bargaining unit.

SECTION 6. The deduction shall be made in accordance with the City pay plan in an amount certified in writing to be correct by the treasurer of the Union. Changes in the amount of dues, PAC Fund contributions and Union sponsored insurance benefit programs will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

SECTION 7. All eligible members of the bargaining unit desiring dues deduction, PAC Fund contribution deduction and Union sponsored insurance benefit programs shall individually sign an authorization form, provided by the Union. Authorization may be withdrawn by the employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the employee the authorization shall remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

SECTION 8. The Employer will deduct only Union dues, PAC Fund contributions, and Union sponsored insurance benefit programs from the employee's paycheck and will not deduct initiation fees, special assessments, fines or other Union fees. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted. An illegal job action will result in the automatic termination of this privilege.

SECTION 9. The Employer will provide the Union treasurer with a monthly report showing the employee's name and the amount of deduction. All deductions refundable at the time of termination or resignation will be refunded by the Union.

SECTION 10. The total amount deducted shall be remitted to the treasurer of the Union minus fifteen dollars (\$15.00) per month which shall be the service fee paid to the Employer by the Union for this service. The service fee will include both Union deductions. A proper adjustment of same shall be made by the Union with the employee affected. A direct draft deposit will be made each pay day into designated bank accounts.

SECTION 11. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, suits or other forms of liability that shall arise against the City on account of Union associated payroll deductions.

SECTION 12. Each Union member will be allowed two (2) payroll deductions, for Union purposes, at any time. The Union must notify the City of all members who will utilize the payroll deduction for PAC Fund contributions by June 1 of the previous contract year. The Union will provide signed consent forms for each member electing to participate in the PAC Fund and a list of all members including their requested deduction amount.

ARTICLE 9

SENIORITY

SECTION 1. Seniority shall mean the status attained by length of continuous service in the department. Seniority shall commence from the date that the employee is employed in the Midwest City Fire Department; however, until the initial employment probation is completed, employees shall not attain seniority status. At the conclusion of his initial employment probation, his initial probationary period shall count on his seniority to be accumulated in the future.

SECTION 2. Seniority shall be determined by the earliest date of continuous employment with the Midwest City Fire Department. If both employees began employment on the same date, then their seniority shall be determined by the date of their employment application with said City.

SECTION 3. Seniority will be the factor to be considered by the Fire Chief in determining the priority of each employee to the following:

- A. Time when vacation is granted.
- B. Time when compensatory time off is granted.
- C. Time when holidays are granted.

SECTION 4. Seniority will be a factor to be considered by the Employer in determining the priority of each employee to the following:

- A. Shift and duty assignments;
- B. Transfers.

SECTION 5. In the case of a personnel reduction of firefighters of Midwest City Fire Department, said actions shall be determined solely on seniority. No new employees

will be hired or new positions created until the laid-off employees have been given the opportunity to return to work.

SECTION 6: Laid off employees shall also be recalled based on seniority. Recall notification rights shall be for one year and shall be made in writing if recall is to occur. Written notice shall be sent to the employee's on file address by certified mail. An employee shall respond as to their desire for recall within two weeks from the mailing date or forfeit all recall rights.

ARTICLE 10

BULLETIN BOARD AND E-MAIL COMMUNICATIONS

SECTION 1. The Employer agrees to provide space for a reasonable number of bulletin boards for the posting of IAFF informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community. The employer also agrees to provide the e-mail address local2066@midwestcityok.org to be used in the same regard as the bulletin boards.

Acceptable use of the bulletin board and e-mail would include:

- A. Recreational and social affairs of the IAFF;
- B. IAFF meetings;
- C. IAFF elections;
- D. Reports of IAFF committees;
- E. Rules or policies of the IAFF;
- F. Internal Fire Department E-mails (intra-departmental appropriate for distribution to employees).
- G. Other notices as approved for posting by the Human Resources Director.

SECTION 2. The Employer reserves the right to remove any material from such bulletin boards which, in its opinion, does not conform to the purpose of this Article.

SECTION 3. Only designated bulletin boards shall be used for posting any material on City property.

SECTION 4. The IAFF president shall be the responsible party for the e-mail address and for posting all information on the bulletin board and material to be posted should be dated and materials shall be removed in a timely manner by the IAFF president.

ARTICLE 11

SAFETY AND HEALTH

SECTION 1. The Union agrees to appoint one member from each shift and the Employer agrees to appoint one member from each shift to comprise the Joint Safety and Health Committee.(Committee for the purpose of this article). The Committee will have the responsibility of reviewing, investigating and reporting information on accidents and vehicle accidents in the Fire Department and recommending related or other safety and health needs to the Employer. The Fire Chief will appoint the Committee Chairman from within the Committee.

SECTION 2. All Fire Department related accidents and injuries (including vehicle accidents) will be reported to the Committee Chairman. The Chairman will call a meeting to be held monthly as needed, but at least quarterly, to investigate the accidents and injuries reported to the Chairman. The Committee will be provided with all information concerning the incident in question without breaching any confidentiality rights of the injured or involved.

SECTION 3. The Committee shall meet as deemed necessary by the Employer and the Union. After each meeting a written report shall be made and copies of the report submitted to the Fire Chief, the City's Safety Officer, the City Manager and the Union president.

SECTION 4. The majority of the Committee may cause an investigation of a reported health hazard or safety hazard. In the event that no majority decision could be reached by the Committee, then the Committee will select from the roster of the Fire Department personnel, excluding secretaries, the name of an individual to serve as a tie-breaker. The names on the roster will be placed in a container and the chairman of the committee shall draw a name from said container. The Committee will then present the issue to the person so selected for a majority decision.

SECTION 5. Committee members shall also be granted time off without loss of pay to conduct investigations of safety and health problems if deemed necessary by the Employer. Time off shall be approved by the Shift Commander provided that the granting of such leave shall not impede the operation of the Fire Department.

SECTION 6. Investigations and/or recommendations by the Committee are for the mutual objectives of the parties in protecting the safety and health of the employee(s), equipment, property, and the general public. It is understood that the Committee has no responsibility to recommend or implement any action against employees as a result of these investigations or reporting responsibilities. Such action shall remain the solely the responsibility of City management. The City Manager shall acknowledge receipt of the report from the Joint Safety and Health Committee within thirty (30) days and inform the Committee of any administrative action taken.

ARTICLE 12

RESIDENCY REQUIREMENTS

SECTION 1. The Employer agrees that the City of Midwest City, a municipal corporation, has a population, according to the latest federal census, in excess of fifty thousand (50,000) people.

SECTION 2. The Employer agrees to comply with 11 O.S. § 22-127 that the municipal governing body by ordinance may designate which appointed officers and employees shall reside within the municipality; but police officers, firefighters and other municipal employees need not be actual residents of the municipality where they are employed in municipalities of five thousand (5,000) population or more, according to the latest federal census.

ARTICLE 13

OFF- DUTY EMPLOYMENT and Emergency Contact

SECTION 1. Employees may engage in additional employment outside the official hours of duty. For staffing purposes during large scale emergencies, personnel are required to maintain a current number with the Fire Chief's Office at which said person can be personally contacted.

ARTICLE 14

PROMOTION POLICY AND PROCEDURE

SECTION 1. All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein. The goal of this procedure is to select the most qualified individual(s), for the available position(s), in an organized and orderly manner.

SECTION 2. The administration of this procedural guide will be coordinated by a promotion committee of three (3) members. The promotion committee will coordinate examination procedures and assure proper administrative controls. The promotion committee will consist of one (1) member appointed by the Union, the Human Resources Director or designee and the Fire Chief or designee. The Union appointee shall be of equal or above rank to the position being tested for, and will review the assessment center dimensions and weighting factors prior to the conducting of an assessment center. In the event that a committee member becomes temporarily or permanently unavailable, he/she will be replaced by a substitute member. The substitute member will be selected in the same manner as the member they are replacing.

SECTION 3. Fire service personnel from Midwest City Fire Department will develop and score the written and assessment centers. The Training Section, or an appropriate

designee from either inside or outside the department will be responsible for developing the written test and assessment center(s) as determined by the Fire Chief. The Training Section will also be responsible for administering the assessment center(s). The Promotions Committee will meet in the last quarter of the fiscal year to determine and publish the bibliography for all testing to be conducted in the next fiscal year. The bibliography will go into effect on July 1 and remain in effect during the next contract year.

SECTION 4. Examinations for all positions will be given as a position becomes vacant when possible. Notification of said examination to eligible employees will be conducted as follows:

1. A hard copy of the notification will be delivered to each fire station by the Training Section. The notification will include an eligibility list of all personnel who are qualified by this contract to participate in the promotion process.
2. The on duty Company Officer of each station will sign a form signifying that the notification was delivered. The on duty CO will then post the notification on the bulletin board in the appropriate place.
3. The sign up list will be kept at Head Quarters Fire Station and the sign up period will be 14 days not including weekends and holidays.
4. After 14 days, the Promotion Committee will meet to discuss any variances they deem necessary to continue the process unless otherwise specified within this agreement.

All applicants for promotions in each position that qualify as outlined by position and signed-up as required will be tested and placed on the promotion sequence list, beginning with the highest total score to the lowest total qualifying score. The Shift Commander, Training Chief, Training Major, Fire Marshal, and Fire Prevention Officer promotion list will be in force for the contract term (reference Article 3 Section 2). The Apparatus Operator promotion list will be in force for the contract term or until the three (3) highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. The Company Officer promotion list will be in force for the contract term or until the two highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. Department promotions will be made from the eligibility list in order of highest to lowest total scores by the Fire Chief. At no time will a member be allowed to skip a rank except where provided.

SECTION 5. Candidates that are on disciplinary suspension or probation at the time of examination will not be eligible for testing. Members who made the promotion list are not eligible for promotion if they are put on probation or suspension. If a candidate who was in the top three for Apparatus Operator or top two for Company Officer becomes ineligible for reasons previously addressed and three AO's or two CO's are promoted while he is ineligible, he will NOT be guaranteed a promotion when he returns to the list as stated in previous sections. After the designated period of disciplinary probation or suspension, the member will return to the promotion list in the same order he was listed.

SECTION 6. The examination will be comprised of two (2) distinct elements as further described. The final grade of the examination will be the total points scored on all elements plus one (1) point to be added to the final score for every year of continuous service on the Midwest City Fire Department for a maximum of 20 points. (All current employees will be considered continuous service. The continuous service requirement in this Article shall become effective July 1, 2002).

A. Written Test

1. The written test will consist of one hundred (100) points. Passing shall be considered seventy (70%) percent.
2. Only clear, direct questions requiring concise answers will be used. Neither trick questions nor ambiguous questions will be part of the written test.

B. Assessment Center

1. The Assessment Center will consist of elements that will total one hundred (100%) percent equal to written test.
2. The Fire Chief shall assemble a list of eligible assessors from within the Midwest City Fire Department. The list shall consist of those members of the Midwest City Fire Department of equal rank or above and have held the position for at least one year for the position being tested for. The list shall then be submitted to the Human Resources Director who will select from the list three (3) individuals and one (1) alternate to act as the assessor for the Practical Assessment Center. The assessment center(s) will then be scored by the three (3) the assessors will submit a score for each candidate during each assessment using an assessment form agreed upon by the promotion committee. At the conclusion of the assessment center, the assessors will submit their final scores in a Final Dimension Summary form agreed upon by the promotion committee, which shall be tabulated as follows:
 - a. The assessors' scores shall be within one (1) point of each other before any final scores are tabulated in the final dimension summary.
 - i. Example of the scoring: acceptable (1-2-2),(6-6-7), unacceptable (3-4-5), (5-5-7)
 - b. Assessor's scores are then averaged and calculated into a percentage and totaled.

SECTION 7. Employee receiving the highest score from totals of the written examination, assessment center(s), years of service, and review board (if applicable) will be totaled and the employee's name will be placed on the eligibility list. In the event of a tie, the person with the most seniority will be advanced first.

SECTION 8. Applicants will be given a control identification number at the beginning of the written examination. Applicants will be told to write this number down for use during the selection period.

All applicants may review the correct answers to the written test from the conclusion of the testing process for one and one half days following the examination. Any protest of the written test must be filed during this period with the Human Resources office. After the posting of the test results, all applicants will be allowed to review their written and/or practical factor examination where appropriate.

SECTION 9. Eligibility - Firefighter (Corporal)

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years performing the duties as firefighter. Applicants must be certified relief drivers by the Midwest City Fire Department training standards.

SECTION 10. Eligibility - Sergeant (Apparatus Operator)

Applicants shall be required to have held the position of Corporal with this Department for a minimum of two (2) years performing the duties as Corporal. Applicants must be certified Relief Drivers by the Midwest City Fire Department training standards. [Any applicant attaining the position of Sergeant \(Apparatus Operator\) must successfully complete the "Blue Card" Incident Command Certification Program within one year of attaining this position.](#)

SECTION 11. Eligibility – Lieutenant (Apparatus Operator)

Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicant must successfully complete Fire Officer I and a IFSAC Instructor I approved by the Fire Chief. Applicants must also attend a 1 week Midwest City Fire Dept. Lieutenants Academy (to be held once annually as needed) prior to entry into this rank. ~~For budgetary purposes, applicants must notify the Fire Chief in writing by March 1st of the previous fiscal year of their intent to enter into the Lieutenant rank July 1st of the following fiscal year.~~

SECTION 12. Eligibility – Captain (Company Officer) Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board Instructor I.

SECTION 13. Eligibility – Major (Company Officer)

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must successfully complete Fire

Officer II and Fire Causes Determination class approved by the Fire Chief. Applicants must also attend a one week Midwest City Fire Dept. Majors Academy (to be held once annually as needed) prior to entry into this rank. ~~For budgetary purposes, applicants must notify the Fire Chief in writing by March 1st of the previous fiscal year of their intent to enter into the Major rank July 1st of the following fiscal year.~~ Only Training and Ride-Out Majors will be allowed into Step 5 of the Major pay scale.

SECTION 14. Eligibility – Training Major

Applicants shall be required to have been employed with this department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board Instructor II.

SECTION 15. Eligibility - Shift Commander

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years.

SECTION 16. Eligibility - Training Chief

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board instructor II. Any applicant attaining the position of Training Chief must successfully complete the "Blue Card" Incident Command Certification Instructor Program within one year of attaining this position.

SECTION 17. Eligibility - Fire Prevention Officer

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years.

- A. Any applicant attaining the position of Fire Prevention Officer must successfully complete a fire inspection and investigation training within one year of attaining this position as approved by the Fire Chief.

SECTION 18. Eligibility - Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of seven (7) years. Any applicant attaining the position of Fire Marshal must successfully complete fire inspection and investigation training within one (1) year of attaining this position as approved by the Fire Chief.

SECTION 19. If fewer than two (2) applicants apply for any position where eligibility is set forth in this Agreement, the promotion committee will make variances as necessary. If a variance for time in rank is made, the successful applicant must maintain the promoted rank for four (4) years before being eligible for promotion to the next higher rank.

SECTION 20. Promotion Following Reduction in Rank

- A. Any person voluntarily taking a reduction in rank shall be eligible, without penalty, to test for that next rank for which he was eligible before reduction.
- B. Any person who is involuntarily reduced in rank shall be eligible after six (6) months to test for the next rank above the one to which he was demoted.

SECTION 21. Rank and Classification

When an employee is promoted to a higher rank, excluding those employees being reclassified from Firefighter to Senior Firefighter, he shall be advanced to Step "1" of the new rank. Promoted employees will assume a new anniversary date commensurate with the promotion. Firefighters who are reclassified to Senior Firefighter will be placed in Step "1" of the new rank and will retain their anniversary date.

SECTION 22. Promotion Review Board

- A. The Review Board applies only to promotions for the ranks of Shift Commander, Training Chief, Training Major, Fire Marshall and Fire Prevention Officer.
- B. After passing the written test, each candidate will appear before a promotion review board consisting of three (3) Assistant Chiefs (at least two being Shift Commanders) and the Fire Chief. The candidate will be evaluated for one and/or all the following factors: work habits, performance under stress, initiative, motivation, and leadership, ability to delegate to fellow workers, appearance and review of the personnel file.
- C. The review board will assess 0 - 20 points for these factors as follows:
 - 1. Fire Chief will award 0-10 points.
 - 2. Assistant Chiefs will award an averaged total of 0-10 points individual scores must be within a range of one (1) point from each other's score.

ARTICLE 15

GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. The Union or any employee or employees covered by this Agreement may initiate a grievance within ten (10) calendar days of the act or actions giving rise to the grievance, or within ten (10) calendar days from the date knowledge is gained of such act or actions, in accordance with the following procedure.

SECTION 2. The Union president or his designee may report an impending grievance to the Fire Chief in order to forestall its occurrence.

SECTION 3.

Step 1: Any employee with a grievance shall first discuss his grievance with his immediate supervisor. The Local president or designee may be present at said discussion if the employee so requests. The immediate supervisor shall give his response to the employee within ~~seven (7)~~ six (6) calendar days the Fire Chief will be notified of all grievances and potential grievances within twenty four (24) hours.

Step 2 If the grievance is not resolved in Step 1 above, the employee shall have the right to submit his grievance in writing within ~~seven (7)~~ six (6) calendar days citing the article of the contract violated, and the remedy requested to the Fire Chief. The Fire Chief shall submit his answer in writing within ~~seven (7)~~ six (6) calendar days.

Step 3 If the grievance is not resolved in Step 2, the grievance shall be submitted in writing within ~~seven (7)~~ six (6) calendar days to the Labor Relations Officer. The Labor Relations Officer shall meet with the Fire Chief, the aggrieved employee and a grievance committee of the Union within ten (10) calendar days from receipt of the grievance. The Labor Relations Officer will submit a written response to the employee and the Union within ~~seven (7)~~ six (6) calendar days of the meeting.

Step 4 If the grievance is unresolved after receipt of the answer from the Labor Relations Officer, the grievance may be submitted in writing to the City Manager within ~~seven (7)~~ six (6) calendar days. The City Manager shall review the grievance and give his response within ~~seven (7)~~ six (6) calendar days.

SECTION 4. If the grievance is unresolved after receipt of the answer from the City Manager, the Union may request that the matter be submitted to impartial arbitration.

SECTION 5. This request shall be made in writing to the City Manager within ten (10) calendar days from receipt of the City Manager's grievance answer. Within ten (10) calendar days from receipt of the request for arbitration, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

- A. Within five (5) calendar days from receipt of such panel, a representative of the Union and the City shall meet or discuss and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- B. The date of the Arbitration Hearing shall be set (for some future hearing date) within ten (10) calendar days from the date the arbitrator is notified of his selection.
- C. Within ten (10) days after the conclusion of the hearing which shall begin after completion of the briefing period, if any, of twenty (20) days, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the Employer.
- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of the Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provision of this Agreement or any supplements thereto or amendments thereof, nor shall any wage structures or structures of job classification be subject to arbitration. This shall not preclude individual wage grievances. The arbitrator shall only consider and make a decision with respect to the specific issues submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted.
- E. With respect to the interpretation, enforcement or application of the provisions of this Agreement, which do not relate to the statutory and Charter authority of the Employer, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement to the extent the arbitrator's decision is in accordance with the provisions of this section.
- F. The cost of the impartial arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it unless the parties mutually agree they each want a copy and will therefore share in the costs equally.

SECTION 6. All time limits set forth in this Article may be extended by mutual consent but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

SECTION 7. It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union or other representatives of the party to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal forum.

ARTICLE 16

VACATION LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to vacation leave at the following rates:

A. Employees working eight (8) hour shifts:

<u>Length of Service</u>	<u>Leave Accrual Rates</u>
12-59 Months	4.2 hrs per pay period
60-119 Months	5.1 hrs per pay period
120-179 Months	6.0 hrs per pay period
180-239 Months	7.0 hrs per pay period
240 Months or More	7.85 hrs per pay period

B. Employees working twenty-four (24) hour shifts:

<u>Length of Service</u>	<u>Leave Accrual Rates</u>
12-59 Months	6.05 hrs per pay period
60-119 Months	7.43 hrs per pay period
120-179 Months	8.82 hrs per pay period
180-239 Months	10.20 hrs per pay period
240 Months or more	11.59 hrs per pay period

SECTION 2. Vacation time taken off normal work will be charged at the rate of twenty-four (24) hours for each shift off for twenty-four (24) hour workers and eight (8) hours off for eight (8) hour workers. No more than one hundred forty-four (144) hours of vacation may be taken in succession by firefighters working twenty-four (24) hour shifts, and no more than ninety-six (96) hours in succession may be taken by eight (8) hour workers.

SECTION 3. When a holiday occurs during the vacation period, an additional day off will be allowed. However, additional days off will not be allowed for any other reason.

Vacation leave should be taken during the year when it is earned but it can be accumulated from one year to the next, not to exceed three hundred (300) working hours for twenty-four (24) hour workers and not to exceed two hundred sixteen (216) hours for eight (8) hour workers. At the end of the contract year, a maximum of twenty-four (24) hours of accumulated leave in excess of three hundred (300) hours for 24 hour workers and a maximum of twenty-four (24) hours of accumulated leave in excess of two hundred sixteen (216) hours for eight hour workers shall be paid at the straight rate of hourly pay through June, 2008.

SECTION 4. If an employee has unused vacation time and separates from the municipal service, he shall be paid for his accumulated vacation leave.

ARTICLE 17

INJURY LEAVE

SECTION 1. Any employee who is injured on the job shall be eligible for injury leave with pay to the extent of six (6) calendar months for each new separate injury, and such leave is not charged against the employee's sick leave or vacation leave;

SECTION 2. The employee's eligibility for injury leave with pay shall be dependent on compliance with Title 11 and Title 85 of the Oklahoma Statutes, Oklahoma Firefighters Pension and Retirement System, additions and amendments.

SECTION 3. Employees on injury leave shall be in compliance with provisions or restrictions of their doctor or physician in all aspects of their outside employment or personal activities.

Any violation of this section shall be dealt with according to the terms of Title 85, Oklahoma Statutes, and Title 11, Oklahoma Firefighters Pension and Retirement System, additions and amendments.

ARTICLE 18

SICK LEAVE

SECTION 1. Sick leave is accrued from the day of original appointment. Sick leave shall be granted for the following reasons:

- A. Personal illness or physical incapacity, resulting from causes beyond the employee's control.
- B. Medical, dental or optical appointments not to exceed four (4) hours each.

- C. Sickness or medical treatment of a member of the employee's household that requires the employee's personal care or attention.

SECTION 2. Employees working 24-hour shifts shall accrue sick leave at the rate of 5.54 hours per pay period. Employees working 24-hour shifts may accumulate up to a maximum of one thousand, three hundred and fourteen (1,314) hours and shall be paid for accumulated hours over 1,314.

SECTION 3. Employees working 8-hour shifts shall accrue sick leave at the rate of 3.70 hours per pay period. Employees working eight (8) hour shifts may accumulate up to a maximum of nine hundred, thirty-nine (939) hours and shall be paid for accumulated hours over 939.

SECTION 4. Employees who have accumulated hours over the maximum shall be paid at the rate of 1/2 days pay for each day accumulated over the maximum and shall be paid bi-weekly.

SECTION 5. Statement of Attending Physician. Sick leave with pay in excess of three (3) consecutive work days shall be granted only after presentation of a written statement by a licensed physician certifying that the employee's condition prevented him from performing the duties of his position. In cases where abuse of sick leave is suspected a statement for sickness from a health care provider may be required after one (1) shift at the discretion of the Fire Chief. When a statement of sickness is required the employee shall be notified the day of the occurrence.

SECTION 6. Upon termination of employment

- A. Upon termination of employment with less than ten (10) years of continuous employment, no payment shall be made to the terminating employee for unused sick leave.
- B. Upon termination from employment after ten (10) years of continuous employment for any reason, the terminating employee shall receive payment for accrued sick leave. The employee's sick leave bank balance shall be paid to the employee at fifty percent (50%) of the employee's regular hourly rate of pay.
- C. If an employee dies in the line of duty, the deceased employee's sick leave bank balance shall be paid to the deceased employee's named beneficiary at the deceased employee's regular hourly rate. A death in the line of duty shall be defined as follows:
 - i. A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as an active member of the City of Midwest City Fire Department.

SECTION 7. Employees who separate from the City with an on-the-job injury or after twenty (20) years of continuous service shall be paid for accumulated hours up to the maximum at the rate of one-half (1/2) days' pay for each shift.

SECTION 8. Sick Leave Saving Incentive: Employees who use two (2) shifts or fewer per contract year shall receive incentive pay in the following manner:

0 shifts sick leave used	\$900.00
1 shift sick leave used	\$500.00
2 shifts sick leave used	\$300.00

- a) Pay for sick leave incentive will be figured at the end of the contract year and shall be paid on the second payday in July.
- b) Employee shall receive pro-rated payment for portions of full shifts not utilized.

SECTION 9: Employees transferring from twenty four (24) hour shift to an eight (8) hour shift shall be paid for any accrued sick leave over the maximum allowed accrual of an eight (8) hour shift employee at the rate of one half (1/2) days' pay for each twenty four (24) hours.

ARTICLE 19

EMERGENCY LEAVE

SECTION 1. Emergency leave with pay shall be granted for the following reasons. A serious sickness, reviewed on a case-by-case basis by the Fire Chief; an unscheduled hospitalization of a member of the employee's or their spouse's immediate family that requires an employee's personal care or attention; an emergency relating to a member of the employee's or their spouse's immediate family which requires immediate action; or the death of a member of the employee's or the employee's spouse's immediate family (parents, grandparents, brothers, sisters, sons, daughters, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, dependent members of the employee's household and, in the case where the employee was raised by persons other than natural parents, those persons who acted in the capacity of natural parents).

SECTION 2. In the event an employee is notified of the impending death of those listed as immediate family, emergency leave shall be granted, subject to the limitations noted herein.

SECTION 3. Maximum number of days at a time allowed for 24 hour shift workers is two (2) shifts and the maximum number of working days allowed per calendar year is four (4). The maximum number of working days at a time allowed for 8 hour shift workers is three (3) and the maximum number of working days allowed per calendar year is seven (7).

SECTION 4. Additional emergency leave may be granted at the department head's discretion.

SECTION 5. When there is a death in the family of the employee of a person other than those stipulated as immediate family in Section One (1) above, an employee may be granted one shift of emergency leave with pay.

ARTICLE 20

VEHICLE LIABILITY INSURANCE

The Employer shall provide liability insurance protection for every employee responsible for the operation of fire apparatus and/or any other city owned vehicle. The cost of such protection will be paid for by the Employer, subject to limits established by the Employer and subject to the legality of Employer paying same, provided such employee can be insured, and at the same rate as other City employees.

ARTICLE 21

HOLIDAY LEAVE

SECTION 1. 24-Hour Shift Employees:

- A. All 24-hour shift employees covered by this Agreement are entitled to a total of 240 hours of Holiday Leave per year.
- B. If an employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 9.23 hours in each of 26 pay periods throughout the year.
- C. Twenty four (24) hour shift employees completing their probationary year shall have their Holiday Leave computed as accruing 9.23 hours in each of the twenty six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in 12 or 24-hour increments and/or up to forty eight (48) hours in one (1) hour increments.

All 24-hour shift employees are required to use a minimum of 144 hours of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. Employee's may elect to be paid for up to forty eight (48) hours in the first paycheck of December and/or up to 96 hours in the second pay check in June.

E The City and the Union agree that the work schedule on Veteran's Day and September 11th in remembrance of Patriot Day will be the same as a weekend work schedule. The morning work schedule will be utilized for applicable safety-training.

SECTION 2. 8-Hour Shift Employees:

- A. All 8-hour shift employees covered by this Agreement are entitled

to eighty (80) hours of Holiday Leave per year. The authorized Holiday Leave days are as follows:

- | | |
|------------------|----------------------------|
| New Years' Day | Thanksgiving Day |
| Memorial Day | The day after Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |

Two additional days of each employee's choosing

If an authorized Holiday Leave falls on an employee's regularly scheduled day off, the employee must select another day during that year as a substitute for the authorized Holiday Leave Day. If an authorized Holiday Leave falls on a Saturday or Sunday, the preceding Friday or the following Monday, respectively, shall be the authorized Personal Time off.

- B. If an employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 3.08 hours in each of 26 pay periods throughout the year.
- C. Employees working eight (8) hour shifts and completing their probationary year shall have their Holiday Leave computed as accruing 3.08 hours in each of the twenty six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in 4 or 8 hour increments and/or the employee may take up to eight 8 hours in one (1) hour increments .
- E. All 8-hour shift employees are required to use a minimum of 64 hours (those named in Section A or an approved alternate) of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. Employees may elect to be paid for up to eight (8) hours in the first paycheck in December and/or up to sixteen (16) hours in the second paycheck in June.

ARTICLE 22

LONGEVITY

Longevity pay is made in recognition of an employee's tenure and faithful service to the City. Longevity pay is computed as follows:

- A. Employees hired before June 30, 1983 shall receive \$12.64 per month for each completed year of continuous service to a maximum of 25 years (The longevity schedule for these employees

is the 2002-2003 titled schedule located prior to Addendum A, Pay Scale);

- B. Employees hired after June 30, 1983 shall be eligible to receive the following longevity benefits at the beginning of the 6th year (61st month) of service:

	Years of Service	Annual Longevity Pay	Per Payday Longevity Pay
\$100.00	6	\$ 600.00	\$ 23.08
\$100.00	7	\$ 700.00	\$ 26.92
\$100.00	8	\$ 800.00	\$ 30.77
\$100.00	9	\$ 900.00	\$ 34.62
\$100.00	10	\$1,000.00	\$ 38.46
\$100.00	11	\$1,100.00	\$ 42.31
\$100.00	12	\$1,200.00	\$ 46.15
\$100.00	13	\$1,300.00	\$ 50.00
\$100.00	14	\$1,400.00	\$ 53.85
\$100.00	15	\$1,500.00	\$ 57.69
\$100.00	16	\$1,600.00	\$ 61.54
\$100.00	17	\$1,700.00	\$ 65.38
\$100.00	18	\$1,800.00	\$ 69.23
\$100.00	19	\$1,900.00	\$ 73.08
\$100.00	20	\$2,000.00	\$ 76.92
\$100.00	21	\$2,100.00	\$ 80.77
\$100.00	22	\$2,200.00	\$ 84.61
\$100.00	23	\$2,300.00	\$ 88.46
\$100.00	24	\$2,400.00	\$ 92.31
\$100.00	25	\$2,500.00	\$ 96.15
\$100.00	26	\$2,600.00	\$ 100.00
\$100.00	27	\$2,700.00	\$ 103.85
<u>\$100.00</u>	<u>28</u>	<u>\$2,800.00</u>	<u>\$ 107.69</u>
<u>\$100.00</u>	<u>29</u>	<u>\$2,900.00</u>	<u>\$ 111.54</u>
<u>\$100.00</u>	<u>30</u>	<u>\$3,000.00</u>	<u>\$ 115.38</u>

This payment will be in addition to an employee's base pay and will be received on the same checks he receives for his normal pay.

ARTICLE 23

UNIFORM AND MAINTENANCE ALLOWANCE

SECTION 1. Employees shall provide a flashlight and batteries, suitable boots and/or shoes for all uniforms and maintenance of uniforms (not including any part of turn-out clothing or firefighting related gear) at their own expense.

SECTION 2. The Employer shall repair or replace with like kind and quality any timepiece damaged or destroyed in the line of duty to a maximum of two hundred dollars (\$200) per incident.

SECTION 3. The employer shall reimburse employees for damage or destruction of cell

phones up to three hundred and twenty five dollars (\$325.00).

SECTION 4. The Employer agrees to replace prescription eyeglasses or contact lenses damaged or destroyed in the line of duty at full value, up to four hundred dollars (\$400).

SECTION 5. Repair or replacement must be due to job required activities. Repair or replacement must not be due to employee neglect.

SECTION 6. In recognition and appreciation of their dedicated service to the Midwest City Fire Department, employees covered by this collective bargaining agreement will have the right to purchase his or her Structural Firefighting Helmet upon promotion or retirement. The employee will pay 10% of the original purchase price multiplied by the remaining years of life for the Helmet. A minimum of 10% of the original purchase price of the Helmet will be paid by the employee regardless of the remaining service life of the Helmet. NFPA Standard 1851 sets the service life of structural firefighting Helmets at ten (10) years from the date of manufacture.

The employee will have the right to purchase their badge and/or collar brass upon promotion or retirement for the “replacement price” of either or both items.

Employees who are terminated for disciplinary reasons will forfeit these rights.

ARTICLE 24

WAGES

SECTION 1. The pay plan contained in Addendum “A” attached to this Agreement shall be implemented effective July 1, 20156 and shall run the course of this contract. This pay scale adds ~~No~~2.3% COLA increase to the amounts established within the previous 20145/20156 pay scale as reflected in Addendum “A” of this collective bargaining agreement.

ARTICLE 25

INCENTIVE PAY

SECTION 1. The Employer agrees to pay \$57.69 per pay period registered EMTs assigned to the Operations and Training Section(s) provided, however, such payment shall be made only as long as the employee maintains the required certification or registration according to the State of Oklahoma Department of Health requirements. . The Employer further agrees to pay \$46.15 per pay period to registered EMTs who are assigned to the Prevention Section. Such payment shall be made only as long as the employee maintains the required certification or registration according to State of Oklahoma Department of Health requirements.

SECTION 2. The Employer agrees to pay \$34.62 per pay period to those employees who are assigned to the Prevention Section and who have completed inspection and

investigation training as approved by the Fire Chief. The Employer further agrees to pay \$23.08 per pay period to those employees who are assigned to the Operations Section of the Fire Department who have completed Inspection and Investigation training as approved by the Fire Chief. Such payment shall be made only as long as the employee completes eight (8) hours per year of continuing education in the field of inspections and/or investigations, which continuing education shall be at the Employer's expense.

SECTION 3. The City agrees to pay \$30.00 per pay period to those employees who possess an Associate Degree or \$40.00 per pay period to those employees who possess a Bachelor's Degree or \$50.00 per pay period to those employees who possess a Master's Degree. The degree must be acquired from an accredited college or university. Only the highest degree possessed will be paid for; provided, that those employees eligible to receive compensation under this section shall not include employees who have elected to participate in the City tuition reimbursement program.

SECTION 4. The City agrees to pay \$23.08 per pay period to certified EMS Instructors as long as they are performing those duties not to exceed one per shift. One of the EMS Instructors will be assigned as EMS coordinator by the Fire Chief. The City agrees to pay \$23.08 per pay period to one EMS Coordinator as long as he is performing those duties.

SECTION 5. The Employer agrees to pay \$46.15 per pay period to certified Hazardous Materials Technician Level Responders. Such payment shall be made as long as the employee completes 8 hours of continuing education each year as required and provided by the Midwest City Fire Department Training Section.

SECTION 6. The Employer agrees to pay \$23.08 per pay period to those employees who serve on each of the following committees: Safety, Training/EMS, Special Ops/SCBA, Apparatus, and Honor Guard. The Employer also agrees to pay \$23.08 per pay period to each Assistant Chief serving as Committee Director. This payment is not accumulative based on number of committees served.

SECTION 7. The employer agree to pay \$23.08 per pay period to those employees assigned to the Prevention Section that are CLEET Certified

SECTION 8. The employer agrees to pay \$46.15 per pay period for those employees assigned to the duties of acting Shift Commander (Ride-Out) with one per shift..

ARTICLE 26

MINOR MAINTENANCE

Minor maintenance is considered to be the normal upkeep of station equipment, apparatus and department vehicles as now performed by department personnel.

ARTICLE 27

DUES AND SUBSCRIPTIONS

- A. The Employer agrees to pay, based on individual employees' written authorization and direction, the Oklahoma State Firefighters Association (OSFFA) dues for members of the bargaining unit.
- B. The Employer agrees to pay the registration fees for all delegates to the annual OSFA convention. Employees serving as delegates for the annual OSFA convention shall be allowed training leave starting Wednesday morning at 7:00 a.m. and ending at the conclusion of the convention on Saturday. Employees are required to attend all meetings and activities associated with the convention.

ARTICLE 28

HEALTH BENEFITS

SECTION 1. Effective July 1, 20156, the Employer agrees to pay the employees covered by this Agreement enrolled in the Health Plan *Choice Options PPO Network* \$ ~~179.16~~189.92 for the employee, or ~~\$325.52~~350.01 for the employee and their dependent spouse, or ~~\$211.63~~229.38 for the employee and their dependent child(ren), or ~~\$440.67~~471.91 for the employee and all dependents in each of their 26 paychecks per year, which amount includes rollup, for employee and dependent health benefits.

The Employer agrees to pay the employees covered by this Agreement enrolled in the Health Plan *Preferred PPO Network* \$~~165.85~~174.90 for the employee, or ~~\$300.62~~321.23 for the employee and their dependent spouse, or ~~\$195.18~~210.11 for the employee and their dependent child(ren), or ~~\$407.25~~433.54 for the employee and all dependents in each of their 26 paychecks per year, which amount includes rollup, for employee and dependent health benefits.

SECTION 2. On January 1, 1999, all of the employees covered by this agreement will participate in the City Employees' Health Benefits Plan as new participants. The benefits and premiums will be non-negotiable. Premium payments will be made through the cafeteria plan.

SECTION 3. The Employer recognizes its responsibility under 51 O.S. section 151 et. seq. to indemnify employees from certain claims arising out of the performance of their duties and from the costs and expense incurred in defending said claims. The Employer states its intention to adhere to said statutory requirements.

SECTION 4. During the Contract year in the event that the Internal Revenue Service (IRS) issues any regulations or additional guidance that affects the Employee Health and Benefit Plan overall costs and/or premiums, the parties agree to reopen negotiations on Article 28 for the sole purpose of modification to the premium that is referenced in section one of the article.

In the event that there are increases to the costs of the Employee Health and Benefits Plan during the contract year, the City agrees to pay half the increase cost associated to the premiums by tier, with the employee paying the remaining half.

Additionally, the City agrees to the following provisions as concerns future employee and/or dependent insurance premium increases:

1. The City Manager will notify Local 2066, in writing, of any premium increase recommendations of the Insurance Committee that are being taken to the City Council for approval.
2. Said notification will specify the exact dollar amount of increase for the employee premium and/or for the dependent premium being recommended to the Council.
3. The written notice shall be delivered to Local 2066 prior to the date of the premium increase recommendation being presented to the City Council for approval.

Said written communication will not be intended to change in any manner any other relationship of the parties in regards to the health insurance programs or premiums, but will simply serve to give Local 2066 prior notice of the Health Insurance Committee's recommendations to the Council for approval.

ARTICLE 29

LIFE INSURANCE

SECTION 1. The Employer shall provide life insurance for members of the Fire Department with a basic benefit of thirty thousand dollars (\$30,000) and a double indemnity benefit for accidental death in the amount sixty thousand dollars (\$60,000).

SECTION 2. To have optional life insurance extended to members of the bargaining unit, the Union must have 100 percent (100%) of members elect to participate. The Employer shall pay fifty percent (50%) of any premium with the employee paying the remaining fifty percent (50%).

ARTICLE 30

HEALTH PHYSICAL

SECTION 1. The Employer agrees to pay the cost of a physical examination for employees at:

- Every 5 years – for employees age 18-39
- Every 4 years – for employees age 40-49
- Every 3 years – for employees age 50+

Physical shall coincide with the needs of the physical fitness program. The physical shall consist of the following:

- History and physical
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)
- X-Ray chest and spine at employees discretion
- Lumbar-sacral spine X-ray at Employees Discretion
- Pulmonary function exam
- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostrate Exam and PSA (if over 30)
- Static and Isoinertial Testing of Arm/Pull and Lifting tests
- A testicular exam for all male employees regardless of age
- Hepatitis C antibody screen
- Hepatitis B antibody screen
- Tdap immunization
- MMR Booster immunization at the employee's discretion
- Hepatitis A vaccination at the employee's discretion
- HIV Screen
- Calcium Scoring Test for all employees over 40

SECTION 2. If the Employer has reasonable cause to question a firefighter's physical fitness (health) to perform his assigned responsibilities, it may elect to require the individual to submit to a special physical examination at the Employer's expense or notify the individual employee of the necessity to review the results of the physical examination provided herein. If the employee refuses to release such results, the issue will be resolved through the grievance procedure, including arbitration, with the cost being borne equally by both parties.

ARTICLE 31

WORKING ON PERSONAL PROPERTY

Members of the bargaining unit shall be allowed, with the approval of the immediate supervisor, to work on personal items after regular working hours are over, provided there is no Fire Department business to be done. This type of activity may be performed under the following conditions:

- A. Work will not constitute a major overhaul of personal property.
- B. Work shall be limited to projects of a non-compensatory nature.

C. No City equipment or supplies will be used.

ARTICLE 32

HOURS OF WORK

SECTION 1. Fire Personnel assigned to 24-hour shifts shall work on a 2912 hours per year in a twenty- seven (27) day work period under the three-platoon system. The 27 day work period will contain 216 hours of work of which 204 will be considered FLSA "straight time." The 24-hour shift shall commence at 0700 hours.

SECTION 2. Personnel assigned to 8-hour shift shall work a forty (40) hour average week in a 28-day work period.

ARTICLE 33

OVERTIME AND CALLBACK

SECTION 1. Overtime and callback for emergencies will be paid at the rate of time and one-half in dollars or compensatory time in accordance with FLSA regulations. Voluntary overtime for constant manning will be paid at time and one-half in dollars.

SECTION 2. Required off-duty training or meetings will be paid at time and one-half in dollars or compensatory time in accordance with FLSA regulations.

SECTION 3. Departmental personnel assigned to "on call status" shall be compensated at the rate of one and one-half times his rate of pay for a minimum of 2 hours if called back. Compensation shall be paid in accordance with FLSA regulations.

SECTION 4. At the discretion of the City Manager, employees may receive payment for overtime service. Rates of overtime pay shall be either at straight time or time and one-half their regular rate of pay for hours in a pay period. Whether an employee receives straight pay or time and one-half pay (or time) will depend on whether he or she was on normal work status during the entire pay period as described below:

Overtime Determination

Normal Work Status: At the end of the pay period, OT1 (straight time pay or compensatory time) or OT2 (time and one-half pay or compensatory time) shall be authorized depending on whether the employee was on normal work status during the entire pay period. An employee shall be considered on normal work status for any of the following:

1. When on duty performing assigned tasks
2. Vacation time

3. Civil or military leave
4. Holidays
5. Training leave
6. Compensatory time
7. Sick leave (if used for a doctor's appointment and approved by supervisor at least 72 hours in advance)
8. Blood leave
9. Union Leave
10. Voting Leave
11. Injury Leave

If an employee performs work in excess of his regularly scheduled hours in his normal pay period and are covered by the above normal work status criteria, overtime shall be compensated at the rate of time and one-half. The 12 hours of FLSA overtime in each 27 day period will be compensated at 1 ½ times the employee's base rate of pay. Employees' base rate of pay will include wage augments such as longevity pay, incentive pay, degree pay etc. Because the annual salary is divided by 2912 hours to compute a 24 hour worker's hourly wage, the "straight time" for these 12 hours has already been paid. The employee will therefore be compensated with the ½ portion of the base rate X the hours of FLSA overtime for each pay period.

Non-Work Status: An employee is considered not to be on normal work status for the following:

1. Unauthorized leave
2. Sick Leave
3. Extended Sick Leave
4. Suspension without pay
5. Emergency Leave
6. Leave of Absence
7. Leave without pay

If an employee is placed in one of the above non-work status during his normal work period, any overtime work is to be performed at straight time pay

SECTION 5. Members of the Prevention Section assigned to standby status on weekends or holidays shall be entitled to standby pay in the amount of \$50.00 per day while so assigned. In the event a member is called to duty while on standby status, he shall be compensated in accordance with Section 1 above and not receive the \$50.00 standby pay for that day.

ARTICLE 34

COMPENSATION AT SEPARATION

An employee who resigns, retires or is dismissed, or dies in the line of duty is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, vacation, and sick time.

ARTICLE 35

DRUG FREE WORKPLACE ACT

The Employer will implement and conform to Public Law 100-690 The Drug Free Workplace Act of 1988. In accordance with the Act, the Employer will:

- A. Publish and distribute to workers a policy prohibiting illegal drugs in the workplace;
- B. Provide each employee a copy of the above policy;
- C. Establish "drug free awareness programs" to inform employees about the dangers of drug use in performance of their jobs; the penalties for using them at work; and the availability of drug-counseling programs;
- D. Require employees to notify the employer if they are convicted of any drug related crime;
- E. Punish convicted employees for drug violations or require their successful completion of a drug rehabilitation program.

ARTICLE 36

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to further collectively bargain, with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 37

SUBSTANCE ABUSE POLICY

The parties agree to the Substance Abuse Policy attached hereto as Exhibit "A" for Fiscal Year 2009-10.

ARTICLE 38

PENSION BENEFITS

Section 1. The employer agrees to pay 4% of each employee's pensionable salary to the Oklahoma State Firefighters Retirement System in addition to the required 13% as the payment of the Employer's Contribution. Therefore, the total amount paid by the City of Midwest City will be 17% of each employee's pensionable salary and the employee will be required to pick up the remaining 4% for a total of 21% Section 2.

Effective November 1, 2013 the City Agrees to pay an additional 1% of each employee's pensionable salary making the Employer's total contribution into the Oklahoma State Firefighters Retirement System 18%, each employee will be required to contribute an additional 1% making the employee's total contribution 5%. Together the total contribution into the Oklahoma State Firefighters Retirement System will be the required 23% of the employee's pensionable salary.

Section 2. Those employees on Plan B will receive a four-percent (4%) stipend each pay period in lieu of the forgoing benefit paid to other firefighters.

ARTICLE 39

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are severable.

SECTION 2. In the event of invalidation of any article or section both the Employer and the Union agree to meet for the purpose of arriving at a mutually satisfactory agreement for such article or section within thirty (30) days of said invalidation.

SECTION 3. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

SECTION 4. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provision of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

SECTION 5. It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

SECTION 6. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions or terms of obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

ARTICLE 40

Disciplinary Action Involving the Administrative Review Board

SECTION 1. Disciplinary action, [for just cause and](#) shall be solely for the good of the service, as a minimum the following procedure shall be followed as set forth by this article.

SECTION 2. [All complaints lodged against member\(s\) of the Fire Department will be investigated. The allegations will be reduced to writing and will be presented to the employee at the time of the investigation. If appropriate discipline is issued it will be done at the end of a completed investigation; the employee will receive copies of the disciplinary action at the time the disciplinary action is issued.](#)

SECTION 3. The employer will notify the employee, of any disciplinary action above the level of informal oral counseling. If an employee as a result of an investigation is going to be referred to the Administrative Review Board (ARB) with the recommendation for discipline to the level of suspension without pay, demotion, or termination of employment; ~~said~~the recommendation shall have written documentation supporting the recommendation of suspension without pay, demotion or termination of employment. The employee shall receive an identical copy of all documentation supporting the recommendation to the ARB. An identical copy of the recommendation and all supporting documentation will be given to the union representative, at the employee's request only. This information will be presented to both parties ~~no less than twenty four (24) hours~~ at the conclusion of the investigation -prior to the ARB meeting administered ~~discipline.~~ The employee will be given the opportunity to speak to the ARB if they so choose, the employee may have union representation present at their request.

(Intentionally left blank)

**ARTICLE 41
DURATION OF AGREEMENT**

THE AGREEMENT SHALL BECOME EFFECTIVE 12:01 A.M. July 1, 20156, and shall remain in full force and effect until midnight June 30, 20167.

IN WITNESS WHEREOF, the parties set their hands this 2413 day of ~~November~~September 20156.

ATTEST: _____ THE CITY OF MIDWEST CITY, OKLAHOMA

City Clerk

Mayor

ATTEST:

MIDWEST CITY INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL #2066

Secretary

President

CORPORATE NEGOTIATOR
CITY OF MIDWEST CITY

Human Resources Director

APPROVED AS TO FORM AND LEGALITY this 2413 day of ~~November~~September 20156.

City Attorney

MIDWEST CITY FIRE DEPARTMENT

EXHIBIT A

ARTICLE 23: SUBSTANCE ABUSE TESTING POLICY

PURPOSE: City government provides a variety of public services. The employees of the City are its most valuable resource since it is through their work that services are provided. When delivering services, the health and safety of the public and the employees are of paramount importance.

Drug and alcohol abuse is a serious problem which affects all segments of the community, including the workplace. Such abuse poses risks to members of the public and to City employees. Employees have the right to work in an alcohol and drug-free environment. Members of the public have the right to be free from the harmful effects of alcohol and drug abuse in the provision of public services. The policy of the City is to provide a safe work environment and to protect the public by ensuring a drug and alcohol-free workplace.

This policy also implements the 1995 Federal Highway Administration (FHWA) requirements for drug and alcohol testing for Commercial Drivers License holders; the Federal Transit Administration (FTA) rules for employees performing safety-sensitive work on CDL class vehicles; and the Oklahoma Workplace Drug and Alcohol Testing Act. **Any violation of this policy shall remove an applicant from consideration for employment and shall subject an employee to disciplinary action, up to and including termination.**

It is the City's policy to:

- A. Assure that all city employees are not impaired in their ability to perform assigned duties in a safe, healthy and productive manner.
- B. Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse.
- C. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances.
- D. Encourage employees to seek professional assistance any time personal problems, including alcohol or drug abuse or misuse, adversely affect their ability to perform their assigned work duties.

This policy is designed to:

- A. detect the use of prohibited drugs by urine testing.

- B. detect the misuse of alcohol by breath testing.
- C. deter the misuse of drugs and alcohol by providing education and training about the safety and health ramifications of substance abuse.

Revised: 5-1-00

This policy is intended to comply with all applicable federal and state regulations for prevention of prohibited drug and alcohol use. The U.S. Department of Transportation (DOT) has anecdote 49 CFR, Part 653 and Part 654, as amended, and 49 CFR, Part 40, as amended. The State of Oklahoma has anecdote Title 310, Chapter 638 and 40 O.S. Sections 551et Seq. which sets standards for drug and alcohol testing.

Scope. All City employees are subject to the provisions of this policy including employees who are required to have a current Commercial Drivers License (CDL) as a condition of employment. Employees performing safety-sensitive work on City vehicles (such as maintenance mechanics and their supervisors) are subject to the requirements of the Transit Administration Specific CDL provisions of this policy.

STATEMENTS OF POLICY:

Treatment and Rehabilitation. The City provides an Employee Assistance Program for employees needing treatment or rehabilitation as well as medical plan coverage for both inpatient and outpatient treatment. Accrued leave may be used for treatment and rehabilitation purposes.

Prohibitions. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. This policy prohibits the following:

- A. The unauthorized use, possession, manufacture, distribution or sale of an illegal drug, controlled substance or drug paraphernalia on City property or while on City business, or in City supplied vehicles, or during working hours.
- B. The unauthorized use, possession, manufacture, distribution or sale of alcohol on City premises, or while on City business, or in City supplied vehicles, or during working hours.
- C. Storing any illegal drug, drug paraphernalia or any controlled substance whose use is unauthorized, or any container of alcohol, in or on City property (including vehicles). Unopened containers of alcohol in a private vehicle parked on City property shall not be a violation of this policy.
- D. Reporting to work, or working, while under the influence of illegal drugs or

alcohol, whether on City premises or on City business, or in City supplied vehicles.

- E. Failing to notify the employee's supervisor, before beginning work, that the employee is taking medications or drugs which may interfere with the safe and effective performance of duties.
- F. Refusing to immediately submit to an alcohol or drug test when requested by a supervisor, in accordance with this policy.

Revised: 5-1-00

- G. Failing to provide, by the next work day following a request, a valid prescription for any drug or medication identified when the results of a drug test are positive. If the employee is taking prescription drugs, the prescription must be in the employee's name.
- H. Refusing to submit to an inspection as described in the Enforcement section of this policy when requested by a supervisor, in accordance with this policy.
- I. Failing to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled: (a) as a condition of continued employment; or (b) pursuant to a written agreement between the City and the employee.
- J. Violating any criminal drug or alcohol statute while working or conviction under any criminal drug statute.
- K. Failing to notify the City of any arrest or conviction under any criminal drug or alcohol statute by the next work day following the arrest or conviction.

Managerial Responsibility for Enforcement. Managers and supervisors shall be responsible for enforcement of this policy. The City will provide training to all managers authorized to act under this policy in evaluating and working with substance abuse issues in the workplace.

Enforcement. When there is a reasonable suspicion to believe that an employee's job performance may be impaired by drugs or alcohol, the supervisor may: (a) direct the employee to submit to a drug/alcohol test; or (b) search, with or without employee consent, all areas and property in which the City maintains control or joint control with the employee.

Pre-Employment Testing. All applicants for position with the City, except temporary employees, are required to pass a pre-employment drug and alcohol test prior to being hired. The test will be administered after a conditional offer of employment has been

made and prior to any tentative start date. In some cases additional testing for CDL holders may be delayed until they are ready to begin driving a CDL vehicle or performing a safety-sensitive function on the job.

A positive test will exclude an applicant from being hired.

All applicants, except Police Officers and Firefighters will be tested under the procedures contained in this policy which are consistent with the procedures for CDL holders. The pre-employment protocols for police officers and firefighters are on file in the office of the Human Resources Director. Police and Fire applicants will be required to meet the test standards set by the Oklahoma Police and Fire Pension Systems.

Revised: 5-1-00

Reasonable Suspicion. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonable person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech;
2. Irregular or unusual speech patterns;
3. Impaired judgment;
4. Alcohol odor on breath;
5. Uncoordinated walking or movement;
6. Unusual or irregular behavior such as inattentiveness, listlessness, hyperactivity, hostility or aggressiveness;
7. Possession of alcohol or drugs.

Impairment. The supervisor shall directly observe the employee's behavior and document in writing the facts constituting reasonable suspicion. When circumstances permit, a second person shall also observe the employee to verify that there is a reasonable basis to believe that drug or alcohol impairment may be present. If possible, the supervisor shall question the employee with regard to the situation. When a determination is made that an employee may be impaired because of drug or alcohol use, the employee shall be relieved of his/her duties; and the employee shall be required to submit to a drug or alcohol test, as appropriate; he/she shall not be allowed to return to work until the test results have been reviewed and confirmed by the Medical Review Officer (MRO). The employee will be compensated for any time lost during this waiting period if the test result is confirmed negative.

The supervisor shall immediately notify the department head, or in his/her absence, the department head's designee. In the event that this person is not available, the supervisor shall immediately contact the Human Resources Director for review. Upon review, the department head or designee, or in his/her absence, the Human Resources Director or designee, may authorize the supervisor to require a drug test. The Human

Resources Director may be reached 24 hours a day at 740-1777.

Drug and Alcohol Testing. A drug test under this policy is a urinalysis (for drugs) and an evidential breathalyzer test (for alcohol) administered under approved conditions and procedures conducted for the sole purpose of detecting drugs and alcohol. Other methods to detect the presence of alcohol may be added at a later date if approved by the FHWA and the Oklahoma Workplace Drug and Alcohol Testing Act, including, but not limited to, blood/alcohol and saliva tests.

- A. The City shall conduct post-job offer, pre-employment testing examinations designed to prevent the hiring of individuals who use illegal drugs or abuse prescription drugs. All applicants, whether for full or part-time positions, shall submit to such testing as a condition of employment. Any applicant who fails or refuses to submit to such testing, or who tests a confirmed positive, shall be denied employment.
- B. An employee may be required to submit to drug or alcohol testing under any of the following conditions:
 - 1. When a reasonable suspicion exists that the employee has violated this policy.
 - 2. When a reasonable suspicion exists that the employee or another person has sustained an injury or property of the City has been damaged as a direct result of the employee's substance abuse;
 - 3. On a random selection or a scheduled, periodic basis for:
 - a. Police Officers and Firefighters;
 - b. employees with drug interdiction responsibilities;
 - c. employees authorized to carry firearms;
 - d. employees engaged in activities which directly affect the safety of others and those who supervise any of the above-enumerated employees (this includes all employees who drive vehicles either city or personal on behalf of the City of Midwest City);
 - e. **ALL** CDL holders;
 - f. work in direct contact with juveniles; and
 - g. Jailers

Revised: 9-26-05

- 4. When an employee, while operating a city vehicle or while using his/her personal vehicle on City business, is involved in an accident, he/she is subject to drug and alcohol testing.

New: 1-1-02

Following authorization for reasonable suspicion or post accident drug testing, the supervisor or other authorized person will transport the employee to the designated laboratory. An employee shall be ordered to submit to a test or an applicant for employment shall be directed to test by the Human Resources Department.

In the case of an applicant for employment or follow up testing, the individual shall appear at the designated laboratory at the time scheduled by the Human Resources Department.

The individual (employee or applicant) will be interviewed by laboratory personnel prior to the sample collection to determine whether the subject is currently using drugs under medical supervision and/or taking over-the-counter medications which might reasonably impact the test.

The room where the sample is obtained must be private and secure. Documentation shall be maintained that the area has been searched and is free of any foreign substance. For all general employees, CDL holders and individuals tested under the reasonable suspicion standard, no observer shall be present when the sample is collected. Procedural actions shall be taken in all tests to ensure the sample is from the subject and was actually passed at the time noted on the record.

**Revised: 5-1-00
10-02**

Processing Urine Samples. Each step in the collection and processing of the urine specimen shall be documented to establish procedural integrity and the chain of custody. Unless specifically noted, all testing will be done using SAMHSA procedures and threshold levels.

Specimen samples shall be sealed and labeled. Samples shall be stored in a secure and refrigerated atmosphere. A large enough sample will be taken to allow for a second, follow-up test.

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. Any applicant or employee providing false information about a urine or breath specimen or who attempts to contaminate such sample shall be removed from consideration for hiring or shall be subject to discipline, up to and including termination.

Police Officers and Firefighters pre-employment testing will be done according to the drug/alcohol testing protocols that are on file in the office at the State Police or Fire Pension System. Confirmation testing will be conducted using Gas Chromatography-Mass Spectrometry. The urine sample shall be retained for 12 months by proper storage method to allow for further testing if necessary.

Drugs Tested. The laboratory shall test for the following drugs at levels that meet or exceed the limits hereafter set forth by the Oklahoma Workplace Drug and Alcohol Testing Act and Oklahoma State Health Department Regulations, Title 310, Chapter 638, as amended from time to time.

All specimens identified as positive on the initial test shall be confirmed using gas

chromatography/mass spectrometry or its equivalent as approved by the Commissioner of Health.

Samples will be collected and tested only by laboratories certified by the State Board of Health. The sample collection will be performed under reasonable and sanitary conditions in sufficient quantity for splitting into two specimens. This procedure allows for subsequent independent analysis in the event of a challenge of a confirmed positive test.

Individual privacy will be respected in the process of sample gathering. However, procedures will be followed to reasonably reduce the likelihood for substitutions or tampering.

The City has contracted with a reputable, qualified facility which insures confidentiality of testing, maintains records of the chain of custody, provides the individual an opportunity to confidentially provide information that may affect the test results and follows procedures that insure an individual an opportunity to obtain a confirmation test.

The City pays for all cost of testing including confirmation tests. If the individual requests a retest in order to challenge a confirmed test, that individual pays the costs for retesting. Only if the retest reverses the original confirmed test is the City required to reimburse the individual.

Results of Drug Testing. The laboratory will review the results of the test and determine if the sample contains any illegal drug, or legal drug or alcohol at levels that would cause impairment or reveal its use in an illegal manner. The lab director will also review the medical history made available by the individual when a confirmed positive test could have resulted from a legally prescribed medication.

For all CDL holders, mechanics and other City employees, the results shall be forwarded immediately to the City designated Medical Review Officer (MRO) for further review. The Human Resources Department will send a copy of the drug testing results to the employee's home address or hold the results for the employee to pick up, at his/her option.

Evaluation of Legal Drug Use. In the case of prescriptive drug use that may affect an employee's ability to perform his/her job safely, the laboratory director or, in the case of employees and all CDL testing, the City's designated Medical Review Officer, will require the individual to provide by the next scheduled work day a bonafide verification of a valid current prescription for the drug identified. The applicant shall be dropped from eligibility or the employee will be subject to disciplinary action when:

- (a) Verification of a valid prescription is not provided;
- (b) The prescription provided is not in the subject's name.

Alcohol Level at .02. When there is a confirmed presence of any illegal drug, or legal drug or alcohol (equal to or greater than .02) or, in the case of legal drugs, for which in the opinion of the Lab Director or City designated Medical Review Officer (MRO), no

reasonable explanation or proof is provided, the subject shall be deemed to have failed the test. When there is a confirmed presence of alcohol at the .02 level, the employee is deemed to be unable to work safely. The employee will be considered unable to work and will be sent home for the remainder of his/her work shift. The employee shall take leave without pay. The employee will not be permitted to take sick leave, vacation leave, compensatory time or any other earned leave. The employee will return to work after a minimum period of 24 hours or upon the conclusion of any administrative investigation (whichever period of time is greater).

Job Applicants. In the case of job applicants, the lab director or City MRO shall notify the applicant of a positive test result. An opportunity to have the original urine sample retested at the applicant's expense shall be afforded. The applicant must request a re-test within 72 hours. If there is a confirmed positive test, the applicant shall be removed from eligibility for hire.

Pre-employment test results for Firefighters or Police Officers will be forwarded directly to the applicable State Pension System. A copy will be sent to the Human Resources Director.

Revised: 5-1-00

Employees. The employee shall be advised of the positive test result by the City Medical Review Officer. The employee shall be afforded the opportunity to have the *original* urine sample retested. Retests must be requested within a period of 72 hours after notification of an initial positive test by the MRO.

A re-test will be done by the original lab (at the City's expense) unless the employee wishes to pay for a re-test at a different laboratory. The second test must be done under SAMHSA procedures or, for CDL holders, by a SAMHSA certified lab. If the subject declines a re-test or the re-test confirms the results of the initial test, the Human Resources Director shall be notified and a determination of appropriate action shall be made.

Discipline. As with any issue of employee misconduct, an appropriate investigation and assessment of circumstances will be made. Any disciplinary action will be carried out in accordance with City Human Resources Policies.

A referral for evaluation by a substance abuse professional is mandatory when there is a positive test.

Negative Test Results. Employees who have been tested for drugs and alcohol, where no substance abuse was found, shall receive notice of such findings from the City Human Resources Department. A copy of this notice will not be placed in their Human Resources file, unless requested by the employee. A record of the negative results shall be placed in a confidential folder in a separate, secured file maintained by the Human Resources Department.

In the case of job applicants, the hiring department shall be notified by the Human Resources Department that the applicant is clear for hire.

Confidentiality. Laboratory reports of positive test results shall not appear in an employee's general Human Resources folder. Information of this nature will be placed in a separate confidential medical folder that will be maintained by the Human Resources Department.

The positive reports or test results shall be disclosed to the department head only on a need-to-know basis. Disclosures without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the City and the employee; (3) the information is to be used in administering an employee benefit plan such as for drug or alcohol treatment; (4) the information is needed by Human Resources for the diagnosis or treatment of the patient (employee) who is unable to authorize disclosure.

Record Retention Requirements. The City shall maintain all records related to drug and alcohol testing for each CDL holder in a secure location with controlled access. All documents sent by the laboratory or the collection site shall be kept.

Revised: 5-1-00

The following records shall be maintained for a minimum of five years:

- a. Records of alcohol test results indicating an alcohol concentration of .02 or greater.
- b. Records of verified positive drug test results.
- c. Documentation of refusal to take required alcohol and/or drug tests.
- d. Evaluations and referrals.
- e. Copy of annual report.

Records related to alcohol and drug collection process and training shall be maintained for a minimum of two years.

Records of negative and canceled drug test results and alcohol test results with a concentration of less than 0.02 shall be maintained for a minimum of one year. No records containing driver information required by this policy will be released except as follows:

1. Upon written request of the employee;
2. Upon written authorization of the employee;
3. Records may be disclosed to a decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee, including, but not limited to, a worker's compensation,

unemployment compensation or other proceeding relating to a benefit sought by the employee.

Drug and Alcohol Testing for Commercial Drivers License (CDL) Holders. All employees of the City who are required to have a Commercial Drivers License (CDL) as part of their jobs are subject to drug and alcohol testing as required by the U. S. Department of Transportation through the Federal Highway Administration. The following procedures apply to CDL holders:

Pre-Employment Testing. All new employees who must have a CDL as a job requirement must pass a pre-employment drug and alcohol test prior to hire. The test will be administered after a conditional offer of employment has been made and prior to any tentative start date. This test will be conducted under the SAMHSA standards and protocols. See earlier sections of this policy for a list of drugs and confirmation levels. The test will involve an unobserved urine sample collection for drug testing and an evidential breathalyzer test administered by a Breath Alcohol Technician (BAT) for alcohol. The procedures and protocols are identical to those for all City employees covered above unless specifically noted. All urine drug testing will be conducted by a SAMHSA certified laboratory.

Revised: 5-1-00

Pre-Duty Use of Alcohol. Employees are prohibited from consuming alcohol for four (4) hours before going on duty.

This regulation from the FHWA applies to scheduled shifts and all on-call situations. If an employee cannot meet this requirement, it is his/her responsibility to tell the supervisor or person initiating the call-out that the employee cannot report to work.

Random Testing. During each calendar year, 50% of CDL holders will be tested on a random basis for the presence of drugs and alcohol. Approximately quarterly, although testing could occur anytime during the year, names of CDL holders will be drawn randomly to select individuals for drug and alcohol testing. These individuals will be scheduled for testing. All individuals will be required to go to a collection site for drug and alcohol testing. No advance warning will be given to employees regarding the date and time of the random test.

The collection, test results and the handling of any positive tests are the same as noted above for all employees.

Individuals who are scheduled to drive a CDL vehicle or perform a safety-sensitive function (such as a mechanic) on the day of the random test shall also take a breathalyzer test for alcohol.

Any accident involving a CDL holder must be immediately reported by the employee to his/her supervisor. The supervisor shall investigate the circumstances of the accident and determine if there is reasonable suspicion to require a drug and alcohol test. Testing is mandated in the following circumstances:

- A) An accident that has resulted in the loss of human life.
- B) An accident in which the driver receives a citation and there is an injury requiring medical attention away from the scene of the accident.
- C) An accident in which the driver receives a citation.
- D) Any accident that property damage exceeds \$500.

Revised: 9-26-05

Additional rules under the Federal Transit Act apply to City mechanics who have worked on a CDL vehicle involved in an accident and their immediate supervisor. An employee in a safety sensitive position, such as a mechanic, is subject to drug and alcohol testing when, in the opinion of a supervisor, employee performance caused or contributed to the accident. For example, a mechanic would be tested when he/she worked on a vehicle's brakes just prior to an accident and a brake problem contributed to the accident.

A post accident drug and alcohol test should be completed as soon as possible. Drug testing must occur no later than 32 hours after the accident. Alcohol testing must occur no later than 8 hours after the accident. If more than two hours elapse before an alcohol test is administered, the City is required to prepare and maintain on file an explanation of why a test was not properly administered for the FHWA.

Revised: 5-1-00

A CDL driver involved in an accident is prohibited from consuming alcohol for 8 hours after the accident or until he/she has taken a drug and alcohol test.

Note: A Police Officer investigating an accident has legal authority under certain circumstances to order a blood sample to be taken for drug and alcohol testing.

Return to Work Testing. When an employee has tested positive for drugs or alcohol during a random or post accident test, the same provisions apply as for all employees in the section above on *Discipline and/or Treatment/Rehabilitation*. In addition, the following specific rules apply:

1. Employees will be referred to the Employee Assistance Program or to other substance abuse counseling as part of their return to work requirements.
2. The employee must comply with any recommended rehabilitation.
3. The employee must have a negative retest before being permitted to return to work.
4. Unannounced follow-up tests will be conducted at least 6 times within the first 12 months after an employee returns to work.

5. Testing may be extended for a period of up to 60 months after return to work.

Written acknowledgment will be required from the employee stating that he/she will be subject to random and reasonable suspicion testing for a period not to exceed 60 months.

Failure to successfully complete a treatment process or to comply with the return to work standards shall be grounds for termination of employment.

Responsibilities of Employees

It is each employee's responsibility to determine from his/her healthcare provider whether or not any drug or substance the employee is taking would impair job performance.

It is also the responsibility of any employee who personally observes or has personal knowledge of another employee who is in a condition which impairs that employee's ability to perform his/her job duties or poses a hazard to the safety and welfare of him/herself, the public, other employees or equipment, to promptly report the incident to his/her immediate supervisor or any other supervisor in the employee's chain of command.

Revised: 5-1-00

Revised entire Article 9/01

CITY OF MIDWEST CITY

EMPLOYEE ASSISTANCE PROGRAM

The City of Midwest City is aware that many personal or health problems can and do interfere with an employee's ability to perform his/her job. These problems may include abuse of alcohol or drugs.

Employees whose job performance problems are not related to a lack of skill and who do not respond satisfactorily to the usual disciplinary procedures are often in need of the attention of professionals. With proper treatment, many troubled employees can be restored to a satisfactory level of job performance.

To assist these troubled employees, the City offers an Employee Assistance Program (EAP) as part of the Health Benefits Program. Assessment, counseling, referral and follow-up are provided for employees whose personal or health problems are interfering with their job performance. The cost of such services are the responsibility of the employee. Some costs may be covered by the health benefits program and details of coverage may be obtained from the Human Resources Department or the health benefits third party administrator. Also, the health benefits plan document provided to you gives details of coverage. The EAP can be accessed by an employee without a referral by a supervisor. In a self referral, the employee contacts an EAP counselor

directly.

The City's supervisors are responsible to confront an employee when they see changes in performance that suggest a substance abuse problem. The supervisor may suggest that the employee voluntarily seek help from the EAP or decide that the severity of the observed problem is such that an involuntary referral to the EAP is appropriate.

Informal referrals can take place at any time apart from or during the disciplinary process or if an employee confides in a supervisor that he/she is having problems of a substance abuse nature. In an informal referral, the supervisor will inform the employee of the benefits of the EAP and give the employee the needed information to contact a counselor. In an informal referral, the EAP counselor will not tell the supervisor whether the employee used the EAP and will not divulge any information to the supervisor about any visit with the employee.

Through a formal referral, the supervisor directs the employee to make use of the EAP. Failure to use the EAP may result in disciplinary action up to and including termination. In a formal referral, the supervisor or the Human Resources Director may contact an EAP counselor to discuss the employee's problem. The EAP counselor will ask the employee to sign a waiver allowing the counselor to call the supervisor or the Human Resources Director and tell him/her whether the employee saw the counselor and followed recommendations. No detailed information is revealed to the supervisor or the Human Resources Director.

Supervisors should not attempt to diagnose the nature of the employee's problem. However, they should be alert to changes in behavior that may signal a problem such as:

- ** absenteeism
- ** chronic lateness
- ** personality change
- ** decline in work quality
- ** unusual behavior

SUBORDINATION TO OTHER LAWS/REGULATIONS

All provisions of this policy are subordinate to all federal or state laws and regulations. Any changes in such rules or regulations shall be incorporated into this policy.

POLICY DISTRIBUTION

A substance abuse policy will be distributed to all current City employees and shall be included in the Human Resources Policies and Procedures Manual.

CONTACT PERSON:

Any questions about or assistance with any aspect of the Substance Abuse Policy should be directed to the Human Resources Director at 739-1235 during business hours or 740-1777 after hours, on weekends and holidays.

NEW: 8-1-96

Revised: 9/01

2002 - 2003 LONGEVITY SCHEDULE

Formula effective 12-1-92 is: .0005 x \$25,272 = \$12.64

<u>YEARS</u>	<u>DOLLARS PER MONTH</u>
6 x \$12.64 =	\$ 75.84
7 x \$12.64 =	88.48
8 x \$12.64 =	101.12
9 x \$12.64 =	113.76
10 x \$12.64 =	126.40
11 x \$12.64 =	139.04
12 x \$12.64 =	151.68
13 x \$12.64 =	164.32
14 x \$12.64 =	176.96
15 x \$12.64 =	189.60
16 x \$12.64 =	202.24
17 x \$12.64 =	214.88
18 x \$12.64 =	227.52
19 x \$12.64 =	240.16
20 x \$12.64 =	252.80
21 x \$12.64 =	265.44
22 x \$12.64 =	278.08
23 x \$12.64 =	290.72
24 x \$12.64 =	303.36
25 x \$12.64 =	316.00
26 x \$12.64 =	328.64
27 x \$12.64 =	341.28

ADDENDUM: A- 2015-2016 FIRE PAY SCALE EFFECTIVE JULY 1, 2015

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIREFIGHTER	13.4718	14.4351	15.3854	16.3430	16.6696
	1508.84	1616.73	1723.16	1830.41	1866.99
	39229.84	42034.93	44802.21	47590.70	48541.82
SR. FIREFIGHTER	17.6272	18.5812	19.5348	20.4888	21.5787
	1974.24	2081.09	2187.90	2294.75	2416.82
	51330.31	54108.35	56885.46	59663.50	62837.30
SERGEANT	22.1152	22.7349	23.3545	24.4318	
(APPARATUS OPER.)	2476.90	2546.30	2615.71	2736.36	
	64399.44	66203.91	68008.37	71145.27	
LIEUTENANT	24.9430	25.4652	25.9977	26.5419	
	2793.61	2852.10	2911.74	2972.69	
	72633.92	74154.55	75705.32	77289.91	
CAPTAIN	26.8164	27.3777	27.9507	28.5358	
(COMPANY OFFICER)	3003.44	3066.30	3130.48	3196.01	
	78089.44	79723.85	81392.39	83096.30	
MAJOR	29.1332	29.7430	30.3659	31.0016	
	3262.92	3331.22	3400.98	3472.18	
	84835.87	86611.74	88425.43	90276.63	
TRAINING MAJOR	29.1332	29.7430	30.3659	31.0016	31.6507
RIDE-OUT MAJOR	3262.92	3331.22	3400.98	3472.18	3544.88
	84835.87	86611.74	88425.43	90276.63	92166.89
SHIFT COMMANDER	31.6507	32.3135	32.9903		
(ASST. CHIEF)	3544.88	3619.11	3694.91		
	92166.89	94096.81	96067.64		
FIRE MARSHAL	42.7974	44.0821	44.6099		
	3423.79	3526.57	3568.79		
	89018.57	91690.82	92788.63		
FIRE PREVENTION OFFICER	34.1557	35.0367	35.8377	36.6386	38.2467
	2732.45	2802.94	2867.01	2931.08	3059.74
	71043.79	72876.32	74542.36	76208.18	79553.22

**ADDENDUM A: 2016-2017 FIRE PAY PLAN
EFFECTIVE 07/01/2016 Applied 2.3% COLA**

FIREFIGHTER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	13.78164	14.76708	15.73924	16.71885	17.05298
	1543.543	1653.913	1762.795	1872.511	1909.934
	40132.13	43001.73	45832.66	48685.29	49658.28
SR. FIREFIGHTER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	18.03259	19.00853	19.98414	20.96008	22.07505
	2019.650	2128.955	2238.224	2347.529	2472.406
	52510.91	55352.84	58193.83	61035.76	64282.56
SERGEANT (APPARATUS OPER.)	STEP 1	STEP 2	STEP 3	STEP 4	
	22.62384	23.25776	23.89168	24.99369	
	2533.870	2604.869	2675.868	2799.293	
	65880.63	67726.60	69572.56	72781.61	
LIEUTENANT	STEP 1	STEP 2	STEP 3	STEP 4	
	25.51666	26.05086	26.59565	27.15233	
	2857.865	2917.696	2978.713	3041.061	
	74304.50	75860.10	77446.54	79067.58	
CAPTAIN (COMPANY OFFICER)	STEP 1	STEP 2	STEP 3	STEP 4	
	27.43321	28.00738	28.59355	29.19214	
	3072.519	3136.827	3202.477	3269.52	
	79885.50	81557.50	83264.41	85007.51	
MAJOR	STEP 1	STEP 2	STEP 3	STEP 4	
	29.80326	30.42713	31.06429	31.71463	
	3337.965	3407.839	3479.201	3552.038	
	86787.10	88603.81	90459.21	92352.99	
RIDE-OUT MAJOR TRAINING MAJOR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	29.80326	30.42713	31.06429	31.71463	32.37868
	3337.965	3407.839	3479.201	3552.038	3626.413
	86787.10	88603.81	90459.21	92352.99	94286.73
SHIFT COMMANDER (ASST. CHIEF)	STEP 1	STEP 2	STEP 3		
	32.37868	33.05667	33.74904		
	3626.413	3702.348	3779.892		
	94286.73	96261.04	98277.20		
TRAINING CHIEF FIRE MARSHAL	STEP 1	STEP 2	STEP 3		
	45.33016	46.27934	47.24865		
	3626.413	3702.348	3779.892		
	94286.73	96261.04	98277.20		
FIRE PREVENTION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	34.94125	35.84254	36.66194	37.48123	39.12642
	2795.300	2867.403	2932.955	2998.499	3130.113
	72677.80	74552.48	76256.83	77960.97	81382.94



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: September 13, 2016

RE: Discussion and consideration of 1) approval of and entering into the Oklahoma Housing Finance Agency (OHFA) Home Investment Partnerships Program (HOME) grant contract to receive \$200,000 for down payment and closing cost assistance in Midwest City and agreeing to provide \$50,000 in banked matching funds; 2) authorization of the Mayor and City Manager to enter into the necessary contracts and certifications to implement all aspects of the grant.

The City of Midwest City applied for HOME funds from OHFA in order to provide down payment and closing cost assistance to first time homebuyers in Midwest City. The program will provide \$5,000 in down payment and closing cost assistance to 40 income eligible first time homebuyers in Midwest City. This program encourages homeownership in the community and requires applicants attend a homebuyer education course.

This program has been in operation since 1995 and has provided over 500 low and moderate income households with the opportunity to purchase their first home in Midwest City.

This program will be administered by Grants Management Department staff. The city will establish and maintain an account for the contract amount, will process invoices for payment, and will invoice OHFA for reimbursement. Please see attached contract. Staff recommends approval.

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

Terri L. Craft
Grants Manager

**HOME INVESTMENT PARTNERSHIPS
HOME PROGRAM
WRITTEN AGREEMENT
PART I**

This Written Agreement entered into by and between Oklahoma Housing Finance Agency, a state beneficiary public trust, as the State of Oklahoma’s designated Participating Jurisdiction (PJ) for the **HOME** Program (OHFA) and City of Midwest City, effective as of the ___th day of _____ 2016.

SUMMARY

OHFA Contract Number: 16-HOME-1551

TERM OF THIS WRITTEN AGREEMENT: Date executed Through August 31, 2019

TYPE OF ACTIVITY: Homebuyer Assistance

Homeownership X

AFFORDABILITY:

Minimum Period in Years: 5 years

Deed Restrictions: LURA: Other: Recapture Agreement

HOME Funding Amount: \$ 200,000

Submit Reimbursement Report To:
HOME Department
Oklahoma Housing Finance Agency
P. O. Box 26720
Oklahoma City, OK 73126

Issue Payment To:
City of Midwest City
100 N Midwest Blvd
Midwest City, OK 73110

**Written Agreement
Components:**

Part I- Summary and Signatures
Part II- Terms and Conditions
Part III-Special Conditions
Part IV - Budget

SIGNATURES FOR EXECUTION OF WRITTEN AGREEMENT

**HOME INVESTMENT PARTNERSHIPS
HOME PROGRAM
WRITTEN AGREEMENT
PART I**

OHFA and the City of Midwest City acknowledge and agree that the rights and obligations of each are subject to and governed by the federal HOME Program (24 CFR 92), The HOME Program Final Rule and other Federal Regulations as may be promulgated from time to time, OHFA HOME Program Rules and each of the terms and conditions set forth in Part I, Part II, III and Part IV to this Written Agreement, attached hereto and incorporated by this reference.

EXECUTED BY:
City of Midwest City.

EXECUTED BY:
Oklahoma Housing Finance Agency

Signature
Matthew D. Dukes II, Mayor

Signature
Dennis Shockley, Executive Director

Date _____
State of Oklahoma, County of Oklahoma.
This Written Agreement was acknowledged
before me on the _____ of _____, 2016
by Matthew D. Dukes II, Mayor

Date _____
State of Oklahoma, County of Oklahoma.
This Written Agreement was acknowledged
before me on the ____ of _____, 2016
by Dennis Shockley, Executive Director,
Oklahoma Housing Finance Agency

Typed Name, _____ Notarial Officer
My commission expires: _____

_____, Notarial Officer
My commission expires: _____

**HOME INVESTMENT PARTNERSHIPS PROGRAM
WRITTEN AGREEMENT
PART II – GENERAL TERMS AND CONDITIONS**

WITNESSETH:

WHEREAS, City of Midwest City, has submitted an Application for funding under the HOME Investment Partnerships Program (the “HOME Program”), which HOME Program is administered by Oklahoma Housing Finance Agency (“OHFA”) as the designated Participating Jurisdiction (PJ) on behalf of the State; and

WHEREAS, based upon the representations, statements and warranties contained in the Application and exhibits and amendments to either filed with, and accepted by, OHFA (hereinafter collectively the “Application”), OHFA has approved funding for the HOME Project; and

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained in this Written Agreement (Parts I, II, III and IV by reference), OHFA and CITY OF MIDWEST CITY hereby agree to the following terms and conditions as follows:

1. AVAILABILITY of HOME FUNDS

All payments to CITY OF MIDWEST CITY contemplated by this Written Agreement are to be made only from HOME Funds made available to OHFA by the U.S. Department of Housing and Urban Development (“HUD”) for use in the HOME Program (the “HOME Funds”). Notwithstanding any other provisions of this Written Agreement, payments to be made to CITY OF MIDWEST CITY pursuant to this Written Agreement are subject to the continued availability of such HOME Funds, as determined by federal and/or state action and/or law. In the event HOME Funds become unavailable to fund this Written Agreement, either in whole or in part, OHFA may, upon written notice to CITY OF MIDWEST CITY, terminate this Written Agreement, reduce the allocation contemplated by this Written Agreement and the payments to CITY OF MIDWEST CITY or take such other appropriate action necessitated by any change in the availability of HOME Funds. Said notice shall be delivered by the U.S. Postal Service certified mail return receipt requested or in person with proof of delivery. The effective date of such termination the reduction of the Written Agreement allocation or payments to CITY OF MIDWEST CITY shall be specified in the notice or shall be the actual effective date of the federal and/or state determination, whichever is later. OHFA shall be the final authority as to the availability of HOME Funds.

2. MODIFICATION OR AMENDMENTS TO WRITTEN AGREEMENT

2.1. Written agreement required. This Written Agreement may be extended, renewed or otherwise modified or amended only by the written agreement of the duly-authorized representatives of OHFA and CITY OF MIDWEST CITY, unless an amendment or modification

is required by federal or state law or regulation, in which case such amendment or modification may be unilaterally made by OHFA.

2.2. Prior approval of OHFA required. All proposed modifications or amendments to this Written Agreement, including the waiver of any provisions herein, must be submitted to OHFA, in writing, and approved by the Executive Director prior to CITY OF MIDWEST CITY's implementation of the proposed modification or amendment.

2.3. De-obligation of HOME Funds. OHFA may unilaterally modify this Written Agreement to de-obligate funds not obligated by CITY OF MIDWEST CITY as of the close of the Funding Period specified in Part I of this Written Agreement.

3. OKLAHOMA HOUSING FINANCE AGENCY

3.1. Funding of HOME Project. Subject to the terms and conditions set forth herein and to the availability of HOME Funds as described in Part II, paragraph 1 of this Written Agreement, OHFA will provide HOME Funds for use in the HOME Project described in the Application and approved by OHFA, up to the total allocation specified in Part I of this Written Agreement.

3.2. Monitoring. OHFA shall, throughout the term of this Written Agreement and any extension thereof, monitor and evaluate the financial feasibility and progress of the HOME Project and CITY OF MIDWEST CITY's continuing fiscal responsibility and CITY OF MIDWEST CITY's compliance with HOME Program requirements and the terms and conditions of this Written Agreement. Such monitoring and evaluation shall not in any manner, relieve or waive any obligations of CITY OF MIDWEST CITY under this Written Agreement or pursuant to applicable state and federal statutes, regulations and rules. Any representation to the contrary by CITY OF MIDWEST CITY to any third party is strictly prohibited and may be grounds for the termination of this Written Agreement by OHFA.

4. ACKNOWLEDGMENTS AND CERTIFICATIONS of CITY OF MIDWEST CITY.

4.1. General acknowledgments and certifications. CITY OF MIDWEST CITY acknowledges, represents, warrants and certifies without limitation to OHFA that:

- a. The Application was relied upon by OHFA in approving this Written Agreement and that the information, representations and statements contained in the Application were true and correct as of the date of the filing of the Application and as of the making of this Written Agreement, and agrees to inform OHFA, in writing, of any changes in any information filed with OHFA, including representations contained in the Application, within ten (10) days of the occurrence of same. CITY OF MIDWEST CITY acknowledges and agrees to be bound by the obligations, duties and representations contained in the Application, which Application is incorporated and made a part of this Written Agreement by reference;

- b. All requirements of OHFA's *Contractors Implementation Manual* currently utilized in the administration of the HOME Program, and as may be amended during the term of this Written Agreement, which Implementation Manual is incorporated and made a part of this Written Agreement by reference (hereinafter the "Implementation Manual"), shall be complied with by CITY OF MIDWEST CITY and CITY OF MIDWEST CITY's employees and agents and any sub-contractors. The CITY OF MIDWEST CITY is charged with the responsibility of monitoring and complying with any changes to the Implementation Manual through OHFA's website www.ohfa.org;
- c. No costs sought to be reimbursed with HOME funds or otherwise shall be incurred in connection with the HOME Project until CITY OF MIDWEST CITY has received written notice of the release of HOME Funds by OHFA;
- d. CITY OF MIDWEST CITY has full responsibility for the payment of all employee benefits or deductions required by law, including without limitation, Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax;
- e. CITY OF MIDWEST CITY is an independent Contractor, notwithstanding any other provisions of this Written Agreement, and shall be fully responsible for and shall have the sole and exclusive control of CITY OF MIDWEST CITY's employees, sub-contractors and agents in the means and methods required to fulfill the obligation of CITY OF MIDWEST CITY under this Written Agreement; and
- f. CITY OF MIDWEST CITY is solely responsible for insuring that the use of all HOME Funds received pursuant to this Written Agreement comply with all applicable federal, state, and local statutes, regulations and/or other legal authority, as may be modified or amended during the term of this Written Agreement, or any extension thereof, related to the expenditure or use of said HOME Funds.

4.2. Compliance with applicable laws. CITY OF MIDWEST CITY specifically certifies to the State of Oklahoma, OHFA and HUD that CITY OF MIDWEST CITY and CITY OF MIDWEST CITY's employees, agents and sub-contractors have read and are familiar with the 24 CFR Parts 91 and 92 HOME Investment Partnerships Program and the HOME Final Rule, as amended from time to time, and will comply with those requirements and will comply with all applicable terms of the following statutes, regulations and executive orders, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference. Any conflict between the Written Agreement and 24 CFR Parts 91 and 92 or the Final Rule shall be controlled by 24 CFR Parts 91 and 92 or the Final Rule, except in those cases where OHFA has adopted more restrictive requirements than those included in 24 CFR Parts 91 and 92. The following are for general reference and do not constitute or represent all of the HOME Program

or other federal regulations and are referenced in 24 CFR Part 92 Subpart H Other Federal Requirements:

4.2.1 Non-discrimination and Equal Opportunity

Equal opportunity: No person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Funds. In addition, HOME Funds must be made available in accordance with the following:

- a. Title VI of the Civil Rights Act of 1964 (42 USC §2000d, et seq.), which prohibits discrimination on the basis of race, color, or national origin under any program receiving federal funds. Implementing regulations are at 24 CFR, Part 1;
- b. Title VIII of the Civil Rights Act of 1968 (42 USC §3600-3620, 1988), popularly known as the Fair Housing Act;
- c. Executive Order 11063 (1962), as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307), which requires equal opportunity in housing. Implementing regulations are at 24 CFR, Part 107;
- d. Age Discrimination Act of 1975 (42 USC §6101-07), which prohibits discrimination on the basis of age. Implementing regulations are at 24 CFR, Part 8;
- e. Section 504 of the Rehabilitation Act of 1973 (29 USC §794), which prohibits discrimination against disabled individuals. Implementing regulations are at 24 CFR, Part 8;
- f. Executive Order 11246 (3 CFR 1964-65, Comp., p.339), which prohibits discrimination on the basis of race, color, religion, sex, or national origin and requires affirmative action in connection with federally assisted construction Written Agreements. Implementing regulations are at 41 CFR, Part 60;
- g. Section 3 of the Housing and Urban Development Act of 1968 (12 USC, Section 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that Written Agreements for work in connection with the project be awarded to businesses in or owned in, substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;

4.2.2 92.352 Environmental Review

- a. National Environmental Policy Act of 1969 (42 USC §4231, et seq.) and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;

4.2.3 Displacement, relocation and acquisition:

All requirements of 24 CFR, Part 92.353, Displacement, Relocation and Acquisition;

4.2.4 92.354 Labor

- a. Davis-Bacon Act (40 USC §276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction Written Agreements with 12 or more units assisted. Regulations are at 29 CFR, Part 5. The CITY OF MIDWEST CITY further certifies that it shall include in its bidders' packages the U. S. Department of Labor Wage Determination List and a statement that the CITY OF MIDWEST CITY and any sub-contractors must comply with these wage rates in performance of the work required;
- b. Copeland (Anti-Kickback) Act (18 USC §874, 40 USC §176c), which applies to all Written Agreements covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;
- c. Written Agreement Work Hours and Safety Standards Act (40 USC §327, et seq.), which requires overtime compensation. Regulations are at 29 CFR, Part 5;
- d. Fair Labor Standards Act of 1938 as amended (29 USC §20, et seq.) which establishes the basic minimum wage for all work and requires payment of over-time at the rate of at least time and a half.

4.2.5 92.355 Lead-Based Paint: Housing assisted with HOME funds constitutes HUD associated housing for the purpose of Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §4821, et seq.) and is, therefore, subject to 24 CFR, Part 35. CITY OF MIDWEST CITY is responsible for notification, testing and abatement activities;

4.2.6 Flood Insurance: All applicable requirements of 24 CFR, Part 92.352, 24 CFR, Part 58 and Section 202 of the Flood Disaster Protection Act of 1973, as amended (42 USC, §4106). [Under the Flood Disaster Protection Act of 1973, as amended, HOME Funds may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless: (i) the community in which the area is located is participating in the National Flood Insurance Program, or less than one year has passed since FEMA notification regarding such special flood hazards; and (ii) flood insurance protection is obtained as a condition of the approval of financial assistance.]

- 4.2.7 92.356 Conflict of interest: All applicable requirements of 24 CFR Part 92.356 Conflict of Interest.
- 4.2.8 92.357 Executive Order 12372: All requirements of 24 CFR, Part 92.357 regarding Executive Order 12372, Inter-governmental Review of Federal Programs. Regulations are at 24 CFR, Part 52;
- 4.2.9 92.358 Consultant activities: No person providing consultant services in an employer–employee type relationship shall receive more than a reasonable and customary rate of compensation for personal services paid with HOME funds.
- 4.3. Written Agreement Administration. CITY OF MIDWEST CITY specifically certifies to the State of Oklahoma, OHFA and HUD that CITY OF MIDWEST CITY shall comply with the following, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference:
- a. 24 CFR, Part 92.502 and the requirements of OHFA contained in the Implementation Manual concerning cash management of federal funds; and
 - b. unless directed otherwise in writing by OHFA, 24 CFR, Parts 84.21 and 92, as amended, and the requirements of OHFA contained in the Implementation Manual related to the application, acceptance and use of federal funds.

5. INSURANCE AND BONDING REQUIREMENTS

5.1. Insurance. CITY OF MIDWEST CITY shall maintain insurance covering CITY OF MIDWEST CITY and CITY OF MIDWEST CITY’s employees and the HOME Project of the type and in the amounts required by the Implementation Manual, including without limitation general liability insurance and Worker’s Compensation Insurance as required by applicable state and federal worker’s compensation statutes. Proof of insurance shall be maintained and made available to OHFA upon request.

5.2. Bonding. OHFA may, as provided in the Implementation Manual, require surety bonds for all officers, directors or employees of CITY OF MIDWEST CITY responsible for the financial transactions contemplated in this Written Agreement or related thereto. If OHFA requires surety bonds, CITY OF MIDWEST CITY must comply with the requirement. Proof of any required bonds shall be maintained and made available to OHFA upon request.

6. SUB-CONTRACTORS

6.1. CITY OF MIDWEST CITY responsibility. CITY OF MIDWEST CITY shall advise each sub-contractor, if any, of the sub-contractors obligations to adhere to the applicable terms, conditions and certifications of this Written Agreement, including without limitation the right of OHFA to audit. CITY OF MIDWEST CITY shall require all sub-contractors to meet the minimum insurance requirements as required by reference to State law and as set forth in the

Implementation Manual. CITY OF MIDWEST CITY shall be responsible to OHFA for all acts and omissions of CITY OF MIDWEST CITY's sub-contractors and of persons directly or indirectly employed by said sub-contractor.

6.2. Sub-contractor certifications. CITY OF MIDWEST CITY shall require that all sub-contractors execute a certification, as required by 24 CFR, Part 92.350, certifying that neither the sub-contractor nor any principal thereof is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any government program. CITY OF MIDWEST CITY also agrees, upon request of OHFA, to obtain from CITY OF MIDWEST CITY's sub-contractors any of the certifications described in paragraph 4 of this Written Agreement. Any certifications required under this paragraph 6.2 or obtained at the request of OHFA shall be maintained by the CITY OF MIDWEST CITY in accordance with paragraph 10.2 of this Written Agreement.

6.3. Indemnification of OHFA by sub-contractors. CITY OF MIDWEST CITY shall require that all sub-contractors to execute a *Hold Harmless and Indemnification Agreement* in the form prescribed by OHFA. The Hold Harmless and Indemnity Agreement shall be maintained by the CITY OF MIDWEST CITY in accordance with paragraph 10.2 of this Written Agreement.

6.4. Independent Contractors. Nothing herein shall be deemed to create a contractual relationship between any sub-contractor and OHFA, nor shall any sub-contractor incur or purport to incur any obligation on the behalf of OHFA.

7. HOLD HARMLESS CLAUSE

CITY OF MIDWEST CITY shall hold and save harmless HUD, the State of Oklahoma, OHFA and their respective agents, officers, and employees from all claims and actions, all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by CITY OF MIDWEST CITY. CITY OF MIDWEST CITY shall hold and save harmless HUD, the State of Oklahoma, OHFA and their respective agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any sub-contractor or any agent for CITY OF MIDWEST CITY, CITY OF MIDWEST CITY will specify that such sub-contractors or agents shall hold harmless HUD, the State of Oklahoma, OHFA, and their respective agents, officers, and employees for all the here in before described expenses, claims, actions, or amounts recovered.

8. POLITICAL ACTIVITY

8.1. Hatch Act. All employees of CITY OF MIDWEST CITY shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §1501s, et seq., 18 USC §595).

- 8.2. Prohibition on use of HOME Funds. No portion of the HOME Funds may be used for any political activity or to further the election or defeat of any candidate for public office, or for lobbying activities.

9. NO-CONFLICT COVENANT

CITY OF MIDWEST CITY certifies, warrants and covenants to HUD, the State of Oklahoma and OHFA that other than the compensation for services contemplated by this Written Agreement, no governing board member, director, officer, agent, consultant, employee or sub-contractor of CITY OF MIDWEST CITY has any interest, direct or indirect, in the HOME Project covered by this Written Agreement nor will any such person or entity receive any benefit from the HOME-assisted activities and projects under this Written Agreement and that none of the enumerated persons shall acquire any such interest during their tenure in office or employment by CITY OF MIDWEST CITY and for one year thereafter. CITY OF MIDWEST CITY further covenants that in the performance of this Written Agreement no person having any such interest will be employed by CITY OF MIDWEST CITY. CITY OF MIDWEST CITY warrants to OHFA that, in the event CITY OF MIDWEST CITY becomes aware that any governing board member, director, officer, agent, consultant or employee of CITY OF MIDWEST CITY has a prohibited interest in or is receiving any benefit from the HOME-assisted activities, HOME Funds and HOME Project(s) covered by this Written Agreement, CITY OF MIDWEST CITY shall immediately notify OHFA.

10. RECORDS, PUBLICATIONS AND OTHER MATERIALS

10.1. Maintenance of HOME Project Records. CITY OF MIDWEST CITY shall be responsible for the creation, compilation and maintenance of records and materials pertaining to the use and expenditure of the HOME Funds and the Home Project(s) funded or assisted by said HOME Funds pursuant to this Written Agreement, including, but not limited to, work plans, work orders, invoices, site drawings, interim statements and summaries, photographs, video tapes, correspondence, financial and accounting records and reports, property and personnel records, and any other records set forth in 24 CFR, Part 92.508, *Recordkeeping*, and other instruments and supporting documents, exhibits and records (hereinafter collectively the "HOME Project Records"). CITY OF MIDWEST CITY shall keep and maintain all HOME Project Records in an organized, systemized fashion at principal office of CITY OF MIDWEST CITY. All HOME Project Records maintained by CITY OF MIDWEST CITY shall be segregated from CITY OF MIDWEST CITY's other records at all times.

10.2. Retention of records. CITY OF MIDWEST CITY shall retain all HOME Project Records for at least as long as the minimum period(s) specified in 24 CFR, Part 92.508(c).

10.3. Ownership of HOME Project Records. All HOME Project Records are the property of OHFA and CITY OF MIDWEST CITY shall have no proprietary claim to same. OHFA shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports and materials prepared pursuant to this Written Agreement. No materials or records created, produced or maintained by CITY OF MIDWEST CITY pursuant to

this Written Agreement shall be made subject by CITY OF MIDWEST CITY to copyright in the United States or any other country.

10.4. Legend. Any publication or other material produced as a result of this Written Agreement shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by Oklahoma Housing Finance Agency on behalf of the State of Oklahoma.

10.5. Audits. All records and accounts of CITY OF MIDWEST CITY shall be made available on demand to the Oklahoma State Auditor and Inspector, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States and OHFA and their respective agents and designees for inspection and use in carrying out its responsibilities for administration of HOME Funds.

10.6. Reporting requirements. CITY OF MIDWEST CITY shall furnish OHFA with narrative reports and financial reports related to the HOME Project, HOME Funds and compliance with the terms and conditions of this Written Agreement, in the form and at such times as might be required by OHFA. CITY OF MIDWEST CITY shall provide OHFA with timely copies of reports from any audits that include HOME Funds received pursuant to this Written Agreement.

10.7. Closeout reports. CITY OF MIDWEST CITY shall submit closeout documents in accordance with the forms and requirements of the Implementation Manual. CITY OF MIDWEST CITY may closeout a Written Agreement when all HOME Funds have been drawn down, expended and accounted for in accordance with the terms of this Written Agreement.

11. COMPENSATION TO CITY OF MIDWEST CITY.

11.1. Amount of allocation. The total allocation of HOME Funds for use in the HOME Project is set forth in Part I of this Written Agreement.

11.2. Requests for reimbursements. Requests for reimbursements may not exceed the allocation amount. All requests for reimbursement shall be submitted to OHFA during the Funding Period specified in Part I of this Written Agreement. CITY OF MIDWEST CITY's final request for reimbursement must be submitted not later than sixty (60) days after the close of the Funding Period. Requests for reimbursement submitted more than sixty (60) days after the close of the Funding Period may be disallowed by OHFA.

11.3. Decrease in reimbursement request. In order to effect proper cash management, OHFA may, if OHFA determines that CITY OF MIDWEST CITY has HOME Funds on hand at

the time a reimbursement request is made, modify the basis for compensation to CITY OF MIDWEST CITY and decrease the amount of the reimbursement request. CITY OF MIDWEST CITY agrees that the determination to decrease a reimbursement request shall be at the sole discretion of OHFA.

11.4. Uses of HOME Funds. HOME Funds allocated pursuant to this Written Agreement shall be used only for expenses incurred during the Funding Period specified in Part I of this Written Agreement for the purposes and activities approved and agreed to by OHFA, except as provided in the Final Rule at 24 CFR Part 92.206(d)(1), and consistent with the terms and conditions of this Written Agreement. No HOME Funds may be used for expenses or obligations incurred after the Funding Period.

11.5. Audit expenses. Allowable audit expenses may be accrued for an audit to be performed after the end of the Funding Period.

12. PROPERTY PROCUREMENT

12.1. Property acquired. Procurement, management, and disposition of property acquired with HOME Funds shall be governed by CITY OF MIDWEST CITY's internal policies and applicable state laws.

12.2. Construction material. Materials acquired for construction purposes shall be deemed real property once they have become a part of the project.

13. AUDIT and DISALLOWED COSTS

CITY OF MIDWEST CITY shall comply with 24 CFR, Part 45 and OMB Circular A-133 which are incorporated and made a part hereof. In the event an audit by a CPA firm, OHFA compliance audit or other disclosure results in the determination that CITY OF MIDWEST CITY has expended HOME funds on disallowed or ineligible costs or other misuses of said funds, CITY OF MIDWEST CITY shall immediately reimburse OHFA in full for any and all such costs.

14. REPAYMENTS AND RECAPTURED FUNDS

Repayment of HOME Funds is required to be made in accordance with 24 CFR, Part 92.503, *Program Income, repayments, and recaptured funds* and 24 CFR Part 85. CITY OF MIDWEST CITY shall record the receipt and expenditure of repayment in accordance with the standards specified in 24 CFR, Part 92.503 and shall ensure that repayments are used for additional HOME activities consistent with the representations made in the Application or returned to OHFA immediately.

15. TERMINATION OR SUSPENSION

15.1. By agreement. This Written Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties.

15.2. For cause. This Written Agreement may be terminated or suspended by OHFA, in whole or in part, for cause, after notice and an opportunity for CITY OF MIDWEST CITY to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with OHFA's Administrative Rules. Grounds constituting cause include, but are not limited to:

- a. CITY OF MIDWEST CITY fails to comply with provisions of this Written Agreement or with any applicable laws, regulations, guidelines, or procedures, including OHFA policies and issuances, or is unduly dilatory in executing its commitments under this Written Agreement;
- b. Purposes for the HOME Funds have not been or will not be fulfilled or would be illegal to carry out;
- c. CITY OF MIDWEST CITY has submitted incorrect or incomplete documentation pertaining to this Written Agreement;
- d. CITY OF MIDWEST CITY is unduly dilatory in executing its commitments under this or a prior Written Agreement with OHFA, including, but not limited to, submission of any audits due, resolution of audit findings, and monitoring results.

15.3. Bankruptcy. If a Petition in Bankruptcy is filed by, or against CITY OF MIDWEST CITY or the HOME Project, OHFA may, at its option cancel and terminate this Written Agreement.

15.4 De-obligate Funding: OHFA may unilaterally modify this Written Agreement to de-obligate funds not properly drawn down, expended and accounted for by the CITY OF MIDWEST CITY as of the final date of the term of the contract, or such earlier date as determined by OHFA in the event of an uncured default by CITY OF MIDWEST CITY

15.5 Liability for breach. CITY OF MIDWEST CITY shall not be relieved of liability to OHFA for damages sustained by OHFA by virtue of any breach of this agreement by CITY OF MIDWEST CITY OHFA may withhold payments due under this agreement pending resolution of the damages.

16. MISCELLANEOUS PROVISIONS

16.1. Interpretation and Enforceability. In the event the terms or provisions of this Written Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of the terms and provisions of this Written Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Written Agreement and the administrative procedures available under OHFA's Administrative Rules and the Oklahoma Administrative Procedures Act, 75 Oklahoma Stat., Sections 251, et seq. In the event OHFA must initiate proceedings to enforce the terms and conditions of this Written Agreement or seek redress for damages caused by CITY OF

MIDWEST CITY's breach of this Written Agreement, OHFA shall be entitled to recover all costs, including without limitation, court costs and attorney's fees, incurred in such proceedings.

16.2. Non-Waiver of Defaults. Any failure by OHFA, at any time, to enforce or require the performance of any of the terms or conditions of this Written Agreement, or to exercise a right hereunder, or payment or reimbursement of CITY OF MIDWEST CITY, shall not, nor shall it be construed to constitute a waiver or limitation of any terms, conditions or rights of OHFA, the State of Oklahoma or HUD hereunder or at law.

16.3. Assignment. CITY OF MIDWEST CITY shall not assign this Written Agreement in whole or in part, without the prior written consent of OHFA, nor shall CITY OF MIDWEST CITY assign or pledge any moneys due to, or to become due to CITY OF MIDWEST CITY pursuant to this Written Agreement, without the prior written consent of OHFA.

16.4. Binding Effect. The terms and conditions of this Written Agreement shall extend and inure to the benefit of and be binding upon the respective successors, heirs, and assigns of the parties hereto. All indemnifications contained in this Written Agreement shall survive the completion of the Project, and the expiration or termination of this Written Agreement.

16.5. Entire Agreement. This Written Agreement, including Parts I, II, III and IV, attachments, documents and statutes, regulations and Executive Orders incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the matters set forth herein.

16.6. Construction. This Agreement shall be construed, enforced, and governed in accordance with the laws of the State of Oklahoma and applicable federal statutes and regulations.

16.7. General. The captions and headings used in this Written Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

16.8. Notice. All notices, requests and demands shall be to the following persons:

To OHFA: Oklahoma Housing Finance Agency
ATTENTION: Housing Development Team Leader
100 N. W. 63rd Street, Suite 200
Mail: P.O. Box 26720
Oklahoma City, Oklahoma 73126-0720

To CITY OF MIDWEST CITY: To the attention of the CITY OF MIDWEST CITY
at the address set forth in Part I of this Written Agreement.

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or deposited in the United States via certified mail, return receipt requested, properly addressed and with postage prepaid.

IN WITNESS WHEREof, the authorized representatives of CITY OF MIDWEST CITY and OHFA have executed this Written Agreement as witnessed by their signatures on Part I to this Written Agreement, *Summary and Signatures*.

Part III - SPECIAL CONDITIONS

City of Midwest City has read and reviewed all of the following Special Conditions and agrees and acknowledges that CITY OF MIDWEST CITY must comply with each:

1. HOME Project Allocation and Use of HOME funds

- A. CITY OF MIDWEST CITY will utilize HOME funds of \$200,000 awarded by this Contract for Homebuyer Assistance to qualified homebuyers in Midwest City.
- B. CITY OF MIDWEST CITY will be acting as a State Recipient administering a part of OHFA's down-payment assistance program.
- C. CITY OF MIDWEST CITY agrees to comply with HOME regulations and the HOME Final Rule and required provisions at 24 CFR Part 92.504 and the terms of this Written Agreement.
- D. This subsidy from OHFA to CITY OF MIDWEST CITY is in the form of a grant.
- E. The Match requirement for this contract is \$50,000, contributed by CITY OF MIDWEST CITY from its Banked Match for 50,000.

2. HOME Project Description

- A. CITY OF MIDWEST CITY will provide direct financial assistance to approximately of forty (40) HOME-eligible homebuyers through principal reduction, down payment, closing costs, and pre-pays.
- B. The amount of assistance shall not exceed \$5,000 per homebuyer. It is further limited to the amount of subsidy necessary to make the home affordable to the homebuyer household as set forth in the next section.
- C. Homebuyer will contribute a portion of downpayment/closing costs amounting to a minimum of \$500.00 or 1.5% of the sales contract price, whichever is greater.

3. Underwriting Standards

- A. The front end ratio cannot exceed 35%, and the back end ratio cannot exceed 50%. The front end ratio is defined as a household's monthly housing expenses divided by the household's monthly gross income. The back end ratio is defined as a household's total monthly debt divided by the household's total monthly gross income.
- B. The interest rate charged must be reasonable and customary.
- C. No adjustable rate mortgages are allowed.
- D. Costs such as loan processing fees, loan servicing fees, and/or underwriting fees must not exceed \$1,000 total. These costs may be paid out of HOME funds as soft costs, but they cannot be charged directly to the homebuyer(s).
- E. **CITY OF MIDWEST CITY must underwrite each proposed home sale to ensure the homebuyer(s) receive no more subsidy than is required to make the home affordable to the homebuyer(s).** "Affordable" for this purpose means at least twenty percent (20%), but not more than thirty five percent (35%) of the household's total monthly gross income will be used for monthly housing expenses. Therefore, the front end ratio should not be lower than twenty percent (20%).

- F. **OHFA must review each underwriting and approve each sales price prior to closing. The sales price of any home cannot exceed 95% of the Area Median Sales Price for the County in which the home is located, as established by HUD.**

4. Project Operational Requirements

- A. All units will be restricted to homebuyers at 80% or less of Area Median Income (AMI). CITY OF MIDWEST CITY will ensure that all homebuyers and/or households have incomes that do not exceed 80% of the AMI for Oklahoma County as published annually by HUD.
- B. CITY OF MIDWEST CITY will ensure a Second Mortgage is filed on each unit that receives HOME-assistance. The term of affordability is for five (5) years. **OHFA has the right to enforce all provisions of this contract throughout the period of affordability, five (5) years, regardless of the contract completion date.**
- C. The Recapture amount will be the amount of the subsidy. Recaptured funds will be based upon net proceeds.
- D. Each homebuyer shall successfully complete Homebuyer Education prior to closing. The classes must be organized by someone who is certified, or is eligible for certification, by Oklahoma Homebuyers Education Association or other such recognized organization that provides training/certification.
- E. CITY OF MIDWEST CITY will ensure homeowner eligibility according to HOME income guidelines and the Homebuyer Assistance guidelines in OHFA's HOME Application Packet.
- F. CITY OF MIDWEST CITY must enter into a Written Agreement with each eligible homebuyer that includes, at a minimum, the following: The housing must conform to the requirements of 24 CFR 92.254(a). The housing must be modest; its value must not exceed 95% of the median price of comparable housing. The home must be the principal place of residence of the homebuyer. Recapture provisions must be set forth in detail, and written in such a way that the homebuyer can understand them. The agreement should set forth the amount of HOME assistance provided, the form of such assistance, and the deadline for acquiring the housing unit with the HOME funds, if applicable. The agreement should be drafted in such a manner as to ensure compliance with all HOME Program requirements, and ensure that the homebuyer fully understands such requirements.

5. Period of Affordability

- A. CITY OF MIDWEST CITY will ensure the affordability requirements are met in accordance with 24 CFR Part 92, including the homebuyer maintaining the property as the principal place of residence.
- B. A Recapture Agreement must be prepared and filed. The Recapture Agreement will provide for recapture of the direct subsidy upon any sale of the property, and only from any net proceeds of the sale. It must be for the duration of the period of affordability. The period of affordability will be five (5) years. Homeowners shall be permitted to retain any and all proceeds above and beyond the required recapture amount, if any exist.

- C. OHFA has the right to enforce all provisions of this Written Agreement throughout the period of affordability, regardless of the Written Agreement completion date.

6. Environmental Review

- A. CITY OF MIDWEST CITY will ensure that all appropriate environmental reviews are satisfactorily completed pursuant to the guidelines set out in 24 CFR Part 58. **Under the HOME Environmental process, no funds, either HOME or non-HOME funds may be committed until the Release of Funds is received, except as noted in Section 8.B. below. Also, no contracts should be entered into during this timeframe, especially a contractor or homeowner. This Written Agreement is contingent upon successful completion of the environmental review process.**

7. Project Documentation

- A. Documentation for all Federal Requirements (Fair Housing, Minority Outreach, Environmental, Housing Complaints, Conflict of Interest, and etc.) must be maintained and available for review.
- B. Create and maintain a complete record of all items pertaining to the Project, documentation and information that would help expedite the compliance monitoring process. OHFA prefers that said information be organized, with tabs.

8. Disbursement of Funds

- A. **Requests for disbursement of funds cannot be submitted until such time as the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed to pay eligible expenditures.**
- B. Eligible costs incurred in accordance with 24 CFR Part 58 on or after July 13, 2016 until the date of execution of this Written Agreement may be reimbursed upon completion of Environmental Review Process. These costs shall be processed through the normal Disbursement procedures.

9. Notice of Personnel Changes

- A. CITY OF MIDWEST CITY will notify OHFA anytime there is a change in any staff position that would be involved in this project. CITY OF MIDWEST CITY capacity will be reevaluated at that time.

10. Schedule for Completing Tasks and Deadlines

- A. CITY OF MIDWEST CITY must fully complete the Project as set forth in the Application by no later than August 31, 2019. **In monitoring the performance of CITY OF MIDWEST CITY, OHFA will also refer to the more detailed schedule provided in the Application, which stated completion by February 2018, which is a part of this Written Agreement and incorporated by reference.**

11. Logs and Reports

- A. Establish and maintain a Use of Funds Log, which clearly identifies the amount of funds used in each project (HOME, other federal, private or a combination thereof).
- B. Establish and maintain a Match Tracking Log that will account for expenditures of Match contributions used in each project.
- C. Reimbursement Reports: Must be submitted by noon on Friday to be paid by the following Friday.
- D. Activity Completion Reports: Must be submitted within 120 days of final activity draw.
- E. Closeout Documentation: Submit no later than 60 days after the end of the Written Agreement period or completion of project.
- F. The Minority Business Enterprises report is due on or before October 10th of each year for period from Oct. 1 - Sept 30.
- G. The Annual Performance Report (APR) is due on or before May 15th of each year for the period of April 1-March 31. The APR must also be submitted with the closeout.
- H. Provide other progress/performance and financial reports as required or upon the request of OHFA.

12. Match Requirements

All HOME Project Funds expended under this contract require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

As set forth in the 2016 Action Plan for the HOME Program, OHFA requires that all applicants meet the full 25% Match requirement, regardless of any Match waivers or reductions by HUD. The Match you committed and identified in your application may be banked based upon submission of proper documentation **if the HOME funds are drawn during a Match waiver period.**

13. Other Requirements

Perform all other tasks and meet all other requirements as outlined in the Application, which is incorporated herein and made a part hereof.

If CITY OF MIDWEST CITY fails to comply with the terms of this Written Agreement, OHFA may require CITY OF MIDWEST CITY to repay all or a part of the HOME funds invested in the project.

CITY OF MIDWEST CITY has read and reviewed all of the Special Conditions and agrees and acknowledges that it must comply with each.

CITY OF MIDWEST CITY by Matthew D. Dukes II, Mayor **Date**

**PART IV
BUDGET**

<u>Cost Categories</u>	<u>Amount</u>
Down payment assistance 40 homes	<u>\$200,000.00</u>
Total	\$200,000.00
Banked Match	<u>\$50,000.00</u>
Total Match	\$50,000.00
Total	<u>\$250,000.00</u>

In monitoring the performance of City of Midwest City, OHFA will also refer to the more detailed budget provided in the Application, which is a part of this Written Agreement and incorporated by reference.

All HOME Project Funds expended under this Written Agreement require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

As set forth in the 2016 Action Plan for the HOME Program, OHFA requires that all applicants meet the full 25% Match requirement, regardless of any Match waivers or reductions by HUD. The Match you committed and identified in your application may be banked based upon submission of proper documentation **if the HOME funds are drawn during the Match waiver period.**



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mike Bower, Emergency Management Director

DATE: September 13, 2016

SUBJECT: Discussion and consideration of approving and entering into a Memorandum of Understanding with the Oklahoma Office of Homeland Security for a Federal FY 2016 Homeland Security Grant Program grant for local funding for the Oklahoma Interoperable Communications Program in the amount of \$382,562.00 and assigning those grant funds to the State of Oklahoma to purchase and install interoperable communications equipment; purchase and install software upgrades for existing 800 MHz equipment; and fund planning and operational oversight costs for the statewide interoperable communications systems (700/800 MHz trunked and conventional), including but not limited to the salary and benefits of Oklahoma Office of Homeland Security and/or Oklahoma Department of Public Safety communication planners; and authorizing the mayor and/or city manager to enter into and execute any agreements and/or other documents on behalf of the City that are necessary or appropriate to effect the purposes and objectives of the grant.

This communications program will enhance the capability of state and local units of government to prevent, deter, respond to and recover from disasters/emergencies including but not limited to incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber-attacks by providing connectivity and communications interoperability between state and local responders.

Staff recommends approval.

Mike Bower

Mike Bower
Emergency Management Manager

Attachment: Proposed MOU

**MEMORANDUM OF UNDERSTANDING
2016 HOMELAND SECURITY GRANT PROGRAM
INTEROPERABLE COMMUNICATIONS PROGRAM
DESIGNATION OF THE STATE AS THE AGENT FOR THE LOCAL
SHARE OF GRANT FUNDING**

Generally, DHS guidelines require 80% of Homeland Security funds to be awarded to local units of government. However, if requested by a local jurisdiction, the State may retain a portion of "Local" grant funds for equipment used by the State and/or for planning, exercises and training activities that are coordinated by the State for the benefit of local units of government.

I, as the duly authorized official of the City of Midwest City, Oklahoma (the "City") have read and understood the Federal FY 2016 Homeland Security Grant Program (the "2016 Grant") Guidance and Application Kit, which can be found at the following web address:

http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf

On behalf of the City, I hereby accept \$382,562.00 of 2016 Grant local funding and hereby assign this funding to the State of Oklahoma, specifically to the Oklahoma Office of Homeland Security (OKOHS) and the Oklahoma Department of Public Safety (DPS), for (1) planning costs to include updating the Statewide Communications Plan (SCIP). This includes updating implementation steps for the revised National Emergency Communications Plan (NECP); established by the National Council of Statewide Interoperability Coordinators (NCSWIC); (2) purchase and install interoperable communications equipment which includes the support of shared 700/800 MHz systems as well as the procurement of narrowband compliant equipment, UHF, VHF and the implementation of P25 software for existing radios; providing mobile and handheld radios to first responders, portable repeater's, and equipment resources needed to support interoperable communications; (3) provide funding towards training and exercises for interoperable communications; and (4) fund salaries of the Statewide Interoperability Coordinator (SWIC) and personnel to procure and deploy communications infrastructure and equipment, assist with training and exercises, and developing standard operating procedures, and program management. These expenditures will be for the benefit of the City and other state and local units of government throughout the State of Oklahoma. It is anticipated that a portion of the funding covered by this MOU will ultimately be supported by direct awards to individual local units of government (at such time as specific needs and costs are identified). This MOU will help to facilitate the efficient procurement and allocation of critical communications components.

Program Title: Oklahoma Interoperable Communications Program

Description: This program will enhance the capability of state and local units of government to prevent, deter, respond to and recover from disasters/emergencies including but not limited to incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber-attacks by providing connectivity and communications interoperability between state and local responders.

Local Authorizing Official/Point of Contact for the City:

Name: _____

Position: _____

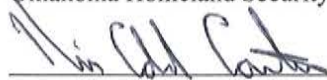
Signature: _____

Date: _____

Phone/Email: _____

State Administrative Agency (SAA) Official/Point of Contact:

Name: Kim Edd Carter
Oklahoma Homeland Security Director

Signature:  _____

Date: 8-22-16

Return to: Oklahoma Office of Homeland Security (OKOHS)
Post Office Box 11415
Oklahoma City, OK 73136
405.425.7296
405.425.7295 (Fax)



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : September 13th, 2016

SUBJECT : Discussion and consideration of Change Order No. 1 to the contract with H&H Plumbing and Utilities, Inc., in the amount of \$33,772.00 for the Sooner Rose Development Sanitary Sewer Project.

The subject change order is for additional work needed to complete the sanitary sewer extension constructed to serve the Sooner Rose development. As the sewer line's encasement pipe was being bored under S.E. 15th Street, it encountered the City's twelve inch water main, which was in conflict with the elevation level of the new pipe. To ensure the pipe's installation would not rupture the existing water main, S.E. 15th Street was excavated at the conflict point so a visual inspection could be done to protect the new and existing city infrastructure. This additional work and the additional materials necessary to complete the job are the reason for the subject change order.

Staff recommends approval of the change order.

Patrick Menefee, P.E.
City Engineer

PM:lkb

Attachment

CHANGE ORDER

Order No. 1

Date: September 13th, 2016

PROJECT : Sooner Rose Development Sanitary Sewer Project

OWNER : City of Midwest City

CONTRACTOR : H&H Plumbing and Utilities, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Grinding equipment needed for clearing the site.

Original CONTRACT PRICE: \$76,915.00

Change to CONTRACT PRICE: \$33,772.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$110,687.00

Change to CONTRACT TIME: None

Approvals Required:

Requested by: _____



Contractor

Recommended by: _____

Patrick Menefee

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

CITY ATTORNEY

Approved by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2016.

ATTEST:

MAYOR

CITY CLERK



Acting City Attorney
100 N. Midwest Blvd.
Midwest City, Ok 73110
makarns@midwestcityok.org
Office: 405.739.1284
Fax: 405.869.8680
www.midwestcityok.org

To: Honorable Mayor and City Council Members

From: Mary Ann Karns, Acting City Attorney

Date: September 13, 2016

Subject: Discussion, consideration and possible action to accept a deed from Atkinson Trust consisting of two lots in Rolling Meadows Addition (Lot Eleven (11), Block Six (6); and Lot Twenty-Two (22), Block One (1); and a tract in the Southeast Quarter (SE/4) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma.

Recently, the City Manager asked the Atkinson Trust if it would be willing to sell the City a tract of land abutting MidAmerica Park. The Trust countered by offering the land as a gift, with two additional small parcels.

The Trust obtained a title opinion and has prepared a deed. The opinion shows a clear title in the Trust, subject to mowing liens from the City. The deed is in good order. Atkinson Trust has paid the abstracting company, past assessments by the County, if any, and the liens the City had for mowing the property.

A map of the property and the deeds are attached. In order for the transfer to be effective, the deed must be accepted by the City.

Staff recommends approval.

Mary Ann Karns
Acting City Attorney

Attachments

QUIT CLAIM DEED

KNOW ALL BY THESE PRESENTS:

That Eugenia A. Davis, Christina Hopps, and Jack Wilson, Trustees of the Atkinson Trust, created by agreement dated March 16, 1981, and as amended thereafter ("Grantor"), in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, do hereby quitclaim, grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation ("Grantee") the following described property situate in Oklahoma County, State of Oklahoma, to-wit:

See Exhibit A attached

together with all and singular the hereditaments and appurtenances thereunto belonging,

less and except all oil, gas and minerals therein,

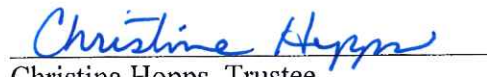
and Subject to Easements and encumbrances of record,

TO HAVE AND TO HOLD the above described premises unto Grantee, its successors and assigns forever,


Effective as of this 1st day of February, 2016.



Eugenia A. Davis, Trustee
Atkinson Trust



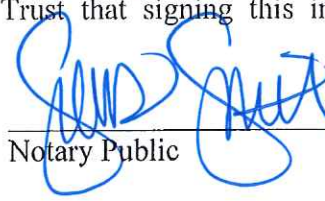
Christina Hopps, Trustee
Atkinson Trust



Jack Wilson, Trustee
Atkinson Trust

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

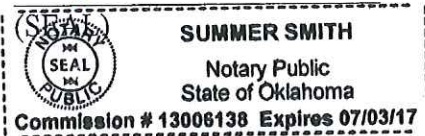
This instrument was acknowledged before me on this 1st day of February, 2016, by Eugenia A. Davis, Trustee of the Atkinson Trust that signing this instrument was her voluntary act and deed.

 #13006138

Notary Public


My commission expires:

07/03/2017



STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

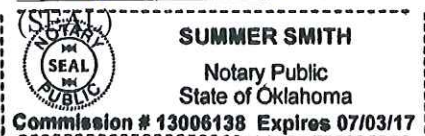
This instrument was acknowledged before me on this 1st day of February, 2016, by Christina Hopps, Trustee of the Atkinson Trust that signing this instrument was her voluntary act and deed.

 #13006138

Notary Public


My commission expires:

07/03/2017



STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on this 1st day of February, 2016, by Jack Wilson, Trustee of the Atkinson Trust that signing this instrument was his voluntary act and deed.

 #13006138

Notary Public

My commission expires:

07/03/2017

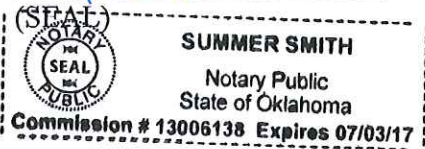


EXHIBIT A

Lot 22 (Twenty-Two), Block 1 (One), ROLLING MEADOWS ADDITION to Midwest City, Oklahoma, according to the recorded plat thereof;

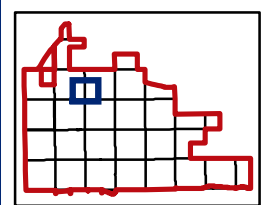
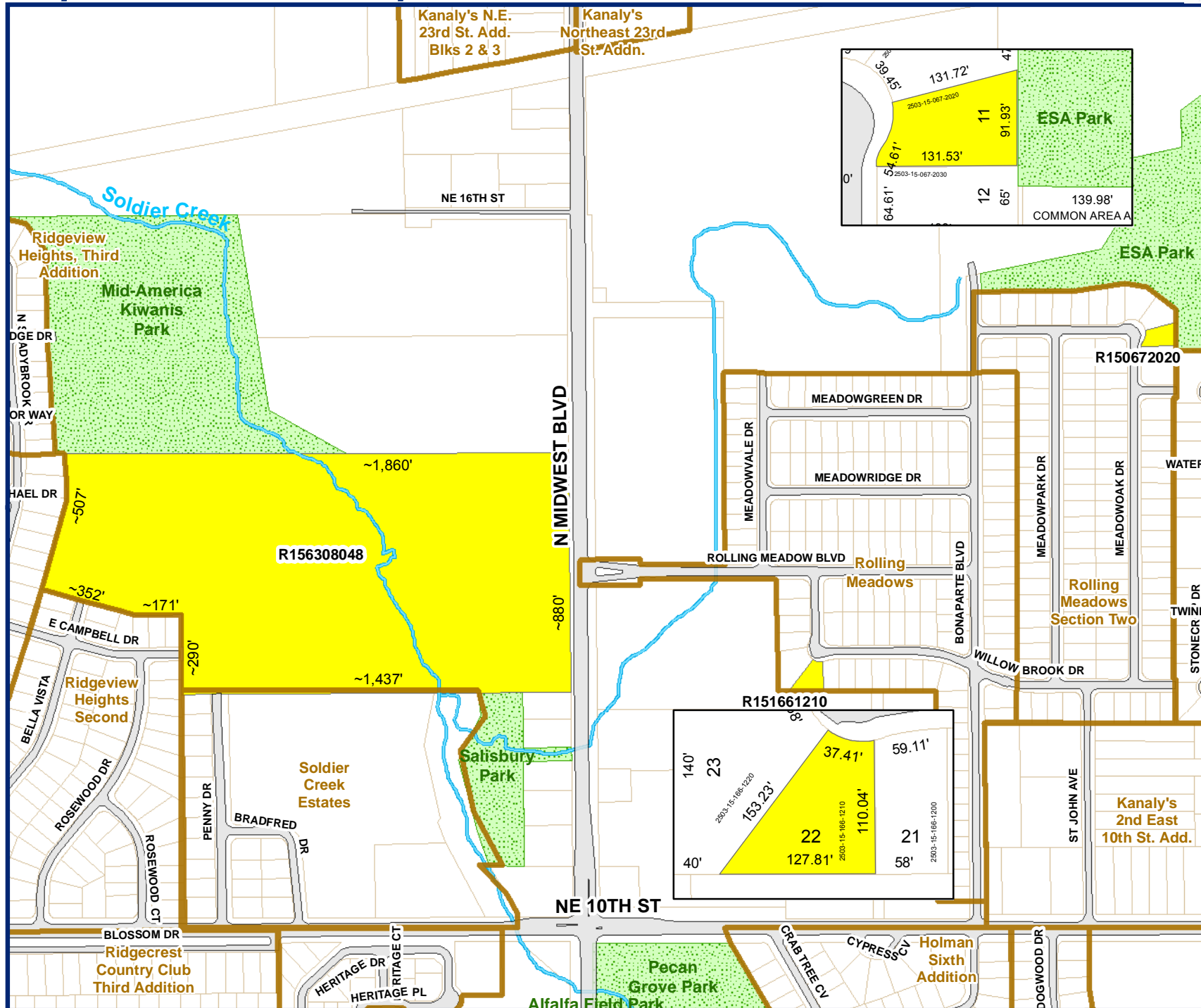
And

Lot 11 (Eleven), Block Six (6), ROLLING MEADOWS SECTION TWO ADDITION to Midwest City, Oklahoma, according to the recorded plat thereof;

And

A part of the Southeast Quarter (SE/4) of Section Twenty-Seven (27), Township Twelve (12) North, range two (2) West of the Indian Meridian, Oklahoma County, Oklahoma; COMMENCING at the Southeast corner of the said Southeast Quarter (SE ¼) Section Twenty-Seven (27), thence North 00°15' West on the East line of said Section Twenty-Seven (27), for a distance of 880.00 feet; to the point or place of BEGINNING; thence South 89°54' West and parallel to the South line of said Southeast Quarter (SE ¼) Section Twenty-Seven (27), for a distance of 1485.00 feet; thence North 00°15' West on the East line of RIDGEVIEW HEIGHTS SECOND, a subdivision of Midwest City, Oklahoma, and parallel to the said East line Section Twenty-Seven (27), for a distance of 290.00 feet; thence South 89°54' West on the North line of said RIDGEVIEW HEIGHTS SECOND, and parallel to the said South line Section Twenty-Seven (27), for a distance of 171.80 feet; thence continuing on said North line RIDGEVIEW HEIGHTS SECOND North 74°30' West, for a distance of 352.73 feet to a point on the East line of RIDGEVIEW HEIGHTS, a subdivision of Midwest City, Oklahoma; thence North 15°30' East for a distance of 323.15 feet thence continuing on the said East line of RIDGEVIEW HEIGHTS North for a distance 183.91 feet; thence North 89°54' East and parallel to the said South line Section Twenty-Seven (27), for a distance of 1033.40 feet; thence South 32°35' East for a distance of 260.12 feet; thence North 89°54' East for a distance of 735.00 feet to a point on the said East line Section Twenty-Seven (27) thence South 00°15' East on the said East line Section Twenty-Seven (27), for a distance of 660.15 feet to the point or place of beginning.

Proposed Donation Properties from Atkinson



Map Date:
Jul 28, 2016

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.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn Sullivan, Community Services Director

DATE: September 13, 2016

SUBJECT: Discussion and consideration of approving and entering into an annual service agreement with RK Black. The total yearly cost is \$518.40 or a monthly cost of \$43.20.

The Parks & Recreation Department will be purchasing a new copier from RK Black. The TotalCare monthly service agreement will be \$43.20 a month for a total of \$518.40 annually. This service will cover parts, labor, travel & toner.

Staff recommends approval.

Vaughn K. Sullivan
Community Services Director

Attachment: Service agreement



4111 Perimeter Center Place Oklahoma City, OK 73112 (405) 943-9800
 406 W. Main, Suite 100 Norman, OK 73069 (405) 321-5900
 Weatherford, OK 73096 (800) 364-0709

Service Agreement

INSTALLED BY	Company Name Midwest City Community Center			Company Name same		
	Street Address 200 N Midwest Boulevard		Suite #	Mailing Address		Suite #
	City Midwest City		State OK	Zip 73110	same	
	City Midwest City		State OK	Zip 73110	same	
	Authorized Signer Paula Montgomery		Email pmontgomery@midwestcityok.org			
	Phone # (405) 739-1294		Fax #			
BILL TO	Accounts Payable Contact		Email			
	Phone #		Fax #			

Installation and Service Agreement Options: Appropriate categories must be **initialed** by Client in the block to the left of the option

<input checked="" type="checkbox"/>	Initial Connectivity	Up to 6 work stations or 3 hours at <u>no cost</u> at time of installation (\$90 / hour thereafter).
<input type="checkbox"/>	Accept Connectivity	Includes 1 year of connectivity support beyond the initial installation (\$400 / year).
<input type="checkbox"/>	Decline Connectivity	Current non agreement per call rate is \$125 / hour plus \$30 trip charge for Zone 1 coverage.
<input checked="" type="checkbox"/>	TotalCare Coverage	Includes Parts, Labor, Travel & Toner. <u>Excludes</u> Paper, Staples & Third-party Accessories.
<input type="checkbox"/>	General Maintenance	Includes Parts, Labor & Travel only. <u>Excludes</u> Supplies & Third-party Accessories.
<input type="checkbox"/>	Decline Maintenance	Client will pay for Service on a 'per call' basis at standard Parts, Labor & Travel rates.
<input type="checkbox"/>	Purchase Line Filter	Covers damage from lightning & electrical surges not covered under above programs (\$150 ea.)

Brand / Model	Serial #	Product Description	Base Price (plus tax)	B&W Images		Color Images		Billed Each
				Included	Overage	Included	Overage	
Ricoh MP 3054SP			\$129.60	9,600	\$ 0.0135	0		Quarter
Internal Finisher SR3130 (500 Sheet)								

Note:

CLIENT Approval		COMPANY Approval	
Subject to Service Agreement Terms & Conditions			
By:		By:	
	Duly Authorized Signature		Duly Authorized Signature
Printed:		Printed:	Andy Taylor
Title:		Title:	Service Manager
Date:	/ / P.O. #	Date:	8/19/16

ANY MODIFICATION TO THIS AGREEMENT MUST BE MADE IN WRITING & APPROVED BY THE CLIENT & A COMPANY SERVICE MANAGER

For Internal Use:		pmontgomery@midwestcityok.org	
Start Date	/ /	End Date	/ /
Key Operator	Paula Montgomery	(405) 739-1294	
Contract #		Lease #	
Tech #	8028	Territory #	NE
Manager			

1. **AGREEMENT:** You appoint us and we accept the appointment to provide the services described in this agreement with respect to the equipment listed on the face of this agreement under "Brand / Model" (the "Equipment"). You agree to all of the terms and conditions included herein and in any invoices that we send you under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement will become effective upon signing by the parties.
2. **TERM:** The term of this Agreement begins on the latter of (i) the date of Equipment delivery to you, or (ii) the date that you sign this Agreement, and continues for 1 year. Upon expiration of any term, this Agreement will automatically renew for an additional 1 year term at prevailing rates in effect at the time of each renewal unless either party provides written notice of termination to the other party at least 30 days before the end of any such term. In the event of termination, you are responsible for providing us a final meter reading so we may issue a final invoice for services. If you do not provide us a final meter reading, you agree to accept our estimate based on your typical usage over the previous six (6) months.
3. **YOUR OBLIGATIONS:** You agree to maintain the Equipment in a safe, suitable operating environment to include (a) clean, consistent and appropriate power; (b) temperature between 60 & 90 degrees Fahrenheit; (c) relative humidity between 50% & 80%; and (d) a reasonable amount of space for us to make any necessary inspections or repairs. You agree to maintain these conditions at your expense. You agree to (a) allow us access to the Equipment during our normal business hours, 8 am to 5 pm, Monday through Friday, excluding holidays ("Normal Business Hours"); (b) provide accurate Equipment meter readings when requested by us; and (c) to pay us for all services provided under this Agreement.
4. **EQUIPMENT INSPECTION:** We are responsible for inspecting each item of Equipment within 30 days of assuming service responsibility. If the inspection reveals that any item of Equipment is not in safe or normal operating condition, we will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk of personal injury or property damage), and you will be responsible for bringing that item into safe and normal operating condition. If you request us to do so, we will make necessary repairs in accordance with our standard rates then in effect for such service. We will not be required to provide maintenance services for any item of Equipment that you do not maintain in a safe and normal operating condition.
5. **GENERAL MAINTENANCE:** If you selected the General Maintenance Plan, we will provide parts, labor, preventative maintenance & travel during our Normal Business Hours. General Maintenance does not include toner, image and fusing kits, paper or staples. If, in our reasonable discretion, the Equipment needs chronic, excessive repair ("Nonconforming Equipment"), we will notify you and we will no longer be responsible for service under this Agreement.
6. **TOTALCARE COVERAGE:** If you selected the TotalCare Plan, you will receive the General Maintenance services plus a reasonable supply of toner (based on your typical monthly copy volume & manufacturer's projected toner yield). You are responsible for purchasing your own paper and staples. Upon request, we will ship you toner in quantities consistent with your actual use. All toner remains our property until used in the Equipment. If we determine in our reasonable discretion that you have requested an excessive amount of toner, we reserve the right to reduce the amount to be shipped or to charge you for the excess toner, in which case you agree to pay us for the excess toner at our normal retail price. Upon termination of this Agreement, you agree to return unused toner or to pay us for it at our normal retail price.
7. **CONNECTIVITY & LINE FILTER:** If you selected the Annual Connectivity Option, we will provide 1 year of Connectivity Support beyond the initial installation. Annual Connectivity Support includes installation and configuration of workstations or servers for print / scan / fax software, reinstallation, troubleshooting of compatibility issues, and end user training. Annual Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification, custom integration with any third party software or hardware, or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty.
8. **CHARGES:** We will invoice you in advance on a periodic basis for the amount listed on the face of this Agreement under "Base Price", and in arrears for any Black & White or Color images that exceed the number of images included, if any, in the Base Price, at the "per image" rate specified under "Overage". For purposes of this Agreement, 2-sided images and/or images on paper larger than legal size (8.5" X 14") will count as two images. Charges for maintenance services not covered by this Agreement will be invoiced at our standard parts and labor rates in effect at the time the service is performed. Images made on loaner equipment will be charged at the rate listed on the face of this Agreement. Sales Tax: You agree to pay sales tax on service billings as required by Oklahoma law. Freight: You agree to pay freight for supplies provided to you under a TotalCare Plan at a rate equal to 3% of the sum of the Base and Overage amounts invoiced. If you have any delinquent invoices for products or services that we sell or lease to you, we may refuse to provide service to you and/or terminate this Agreement and any other Agreement that we have with you. You agree to pay us all costs of collection, including reasonable attorneys' fees. Delinquent invoices will bear interest at the rate of 1.5% per month until paid.
9. **SERVICE EXCLUSIONS:** We may decline to provide maintenance services with respect to the following: (a) any service for Equipment not identified on the face of this Agreement under "Brand / Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) Equipment that you have moved to a location deemed unreasonable by us; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall, (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than us to comply with our written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than us, (vii) design or manufacturing defects in any items, (viii) anything external to the Equipment not being serviced by us including, without limitation, a building or structural deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond our reasonable control other than service necessitated by normal Equipment usage.
10. **DEFAULT & REMEDIES:** If you default in the performance of any of your obligations under this Agreement or any other agreement with us, we may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available to us. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorneys' fees and actual costs and expenses of collection. You agree that any delay or failure by us to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. No remedy set out in this paragraph is intended to be exclusive. Each remedy will be cumulative but only to the extent necessary for us to recover from you what you owe us.
11. **DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY: WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
12. **THIRD PARTY SOFTWARE:** Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any third party software that may be delivered with or installed on the Equipment. You agree that your use of such third party software is governed by the terms and conditions of the end user license agreement for the third party software.
13. **ASSIGNMENT:** You will not assign any of your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. We may assign our rights and obligations under this Agreement without obtaining your permission. This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement, together with any invoices we send you, constitutes the entire Agreement of the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the parties regarding the subject matter of this Agreement.
14. **CONSENT TO LAW, JURISDICTION & VENUE: This Agreement, including amendments and related invoices, will be governed by and construed in accordance with Oklahoma law, without giving effect to any principle of conflicts of law or choice of law. The parties agree that the venue for any legal action arising out of this Agreement will be in Oklahoma County, Oklahoma. If any provision of this Agreement is declared unenforceable, the other provisions herein will remain in effect.**
15. **DISPUTE RESOLUTION:** Either party will have the right to cause any dispute between us to be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or the rules of such other recognized third party as the parties may agree. The decision to refer a dispute to arbitration will not preclude either of us from seeking appropriate injunctive relief in court if necessary to prevent irreparable harm. The prevailing party in any legal or arbitration proceeding will be entitled to recover all of its costs and expenses, including reasonable attorneys' fees.

Client Initials: X Date: / / X



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

MEMORANDUM

To: Honorable Mayor and City Council members

From: Guy Henson, City Manager

Date: September 13, 2016

Subject: Discussion and consideration of approving a contract with Vann & Associates as the graphic design firm to create the Midwest City 75th Anniversary logo.

A selection committee, made up of members of the 75th Anniversary Committee, through an RFP process, has selected Vann & Associates to design the 75th Anniversary logo.

The contract is attached for your review. Staff recommends approval.

J. Guy Henson
City Manager



AGREEMENT | CITY OF MIDWEST CITY

Services Provided:

75th Anniversary Logo Design

Our team will develop three separate and distinct logos for review by the committee. From those three, we will take feedback from the committee members to narrow the logo design down to the final piece of artwork. Design work is often organic, so many of our clients like a design exactly as presented while others enjoy taking pieces of one and/or another and mixing elements to come to the most favorable design.

During that process, our team will help facilitate and guide the process offering suggestions as to direction for both design and long-term marketing elements allowing the design to “live and grow” through the entire year campaign.

Number of Edits

The most important goal we believe is ensuring the client’s expectations are met. At the end of the project the logo is simply a product of a win-win relationship for our team and yours. Here is how we would like to structure the process:

Round 1:

During this phase, three initial designs will be presented to the committee. Once these designs are presented, we will then take the initial feedback and narrow the three designs down to two.

Round 2:

After incorporating the initial feedback into the two designs, we will present those designs to the committee. We will then take the committees comments back and adjust these designs to the committee’s standards.

Round 3:

Our team will present the final two designs to the committee. After receiving the committee’s input concerning these two designs, V&A will either take the best single design, or incorporate elements of both into the final design.

Round 4:

The committee will be presented one logo with all of the feedback incorporated. If the committee has any additional changes or comments connected with this design, we will make those changes for the final presentation.

Round 5 - Final Presentation:

At this point, the logo is in the final evolution. If there are small touches or changes they can be discussed, however, this logo should reflect all comments and be ready for delivery.

Deliverables:

Vann & Associates will deliver the following items no later than October 25, 2016:

The final approved Midwest City, 75th Anniversary logo in both color and black and white versions in the following formats (Adobe Illustrator, Vector, PDF and TIFF).

Compensation for Services

Vann & Associates will develop the new 75th Anniversary logo for the amount of \$1,950.00.

Additional Third-Party Costs

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

Limit On Agency Service Fees

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

Defining a Billable Hour

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

Communication/Reporting

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

Agency Responsibilities

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

Client Responsibilities

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

Agency of Record

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



Payment

Payment for the amount shall be paid in two equal payments of \$975.00. The first payment shall be received no later than 15 past the approval and signature of this agreement. The second payment shall be received no later than 15 days after the final product has been delivered. Payments not received within the 15 days shall be subject to a 10 percent late fee.

Length of this agreement

The contract will conclude once final delivery of product has been made.

Dispute Resolution

Any disputes in excess of the maximum limit for small claims court, arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrators award shall be final, and judgment may be entered into any court having jurisdiction thereof.

Acceptance of Terms

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

Consented and Agreed to:

TONY VANN
PRESIDENT

September 2, 2016

DATE SIGNED

THE HONORABLE MATT DUKES
MAYOR, CITY OF MIDWEST CITY

DATE SIGNED



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: September 13, 2016

Subject: Discussion and consideration of : 1) declaring Sharp toner MX-27NTYA, Sharp toner MX-27NTMA, Sharp toner MX-27NTCA, 6 office chairs, AT&T push-button phone, small rolling table, Ativa personal shredder, 3 floppy disk holders, computer stand, and 2 4-drawer file cabinets as surplus; and 2) authorizing their disposal by public auction or sealed bid.

This agenda item will declare the items on the attached list surplus. The condition of these items is listed on the attached spreadsheet.

If declared surplus, these items will be placed on the City's eBay website for disposal.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

BH/lkb

COMMUNITY DEVELOPMENT SURPLUS LIST

September, 2016

ITEM	CONDITION
Sharp toner MX-27NTYA (yellow)	new
Sharp toner MX-27NTMA (magenta)	new
Sharp toner MX-27NTCA (cyan)	new
assorted office chairs (total of 6)	varies from fair to good
AT&T push-button phone	fair
Ativa personal shredder	not working
3 floppy disk holders	fair
Computer stand	fair
Small rolling table	fair, wheels duck-taped
4-drawer file cabinets (total of 2)	good



Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: September 13, 2016

SUBJECT: Discussion and consideration of declaring one (1) four drawer vertical file cabinet, one (1) cash drawer, eight (8) Acco 11" x 8 1/2" Pressboard Hanging Data Binders, one (1) Plantronics M12 Corded Amplifier with Headset, and one (1) stackable tray 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.

- (1) Four Drawer Vertical File Cabinet
- (1) Cash Drawer
- (8) Acco Pressboard Hanging Data Binders
 - Stock # 54122
- (1) Plantronics M12 Corded Amplifier with Headset
- (1) Stackable Tray (broken)

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: September 13, 2016

SUBJECT: Discussion and consideration of 1) declaring the 2009 Dodge Charger, unit number 06-01-11, VIN #2B3KA43D69H597113, surplus and authorizing its disposal by trade in to Eskridge Value; and 2) purchasing a 2009 Dodge Ram 1500 pick-up truck from Eskridge Value for \$14,988 + \$199 processing fee, less the trade-in in the amount of \$4,500 for a net cost of \$10,687.

The Midwest City Police Department requests consideration to enter into an agreement with Eskridge Value to dispose of the 2009 Dodge Charger, unit number 06-01-11, VIN #2B3KA43D69H597113, for a trade-in value of \$4,500. This will leave a balance of \$10,687 for the purchase of a 2009 Dodge Ram 1500 pick-up truck from Eskridge Value.

The funds for the full amount of \$15,187, before trade-in for this equipment purchase, is budgeted in Account 021-6210-421.40-01 and the credit of \$4,500 for the trade-in will be taken out of Account 021-0000-389.20-00.

Staff recommends approval.

Brandon Clabes, Chief of Police

Attachments: Surplus List
Purchase Agreement

MIDWEST CITY POLICE DEPARTMENT
SURPLUS PROPERTY LIST
FOR CITY COUNCIL MEETING - SEPTEMBER 13, 2016

DEPARTMENT	QTY.	UNIT #	DESCRIPTION	VIN #
Police	1	06-01-11	2009 Dodge Charger	2B3KA43D69H597113



PURCHASE AGREEMENT

152347A

DR 121460 / 2016



Dealer & Stock # CITY OF MIDWEST CITY Date _____
 Purchaser 160 N MIDWEST BLVD (405) 820-8094
 Address OK 73110 Telephone: Home _____
 City _____ State _____ Zip Code _____ Telephone: Work _____
 E-mail _____ Cell Phone _____

Purchaser agrees to purchase from Dealer the following described vehicle subject to all terms and conditions set forth on the face and reverse side of this Purchase Agreement.

Salesman _____
 New Truck Used Truck New Demo Truck Date of Delivery 08/15/16 Time _____, M.
 New Car Used Car New Demo Car Miles _____

VEHICLE PURCHASED DESCRIPTION

YEAR	MFG. NAME	MODEL	BODY TYPE	COLOR	UPHOLSTERY
2009	DODGE TRUCK	RAM 1500	F	WHITE	
VEHICLE IDENTIFICATION NO. <u>1D3HNLST79S741B62</u>					
LICENSE NUMBER & STATE _____					
ENGINE TYPE	TRANSMISSION	AIR CONDITIONER		RADIO	
<input type="checkbox"/> 4 CYL <input type="checkbox"/> 6 CYL <input type="checkbox"/> 8 CYL	<input type="checkbox"/> 4 STD. <input type="checkbox"/> 5 SPD. <input type="checkbox"/> AUTO	<input type="checkbox"/> FACTORY <input type="checkbox"/> OTHER		<input type="checkbox"/> AM/FM CASSETTE <input type="checkbox"/> AM/FM <input type="checkbox"/> CD.	
TIRES: 4 TIRES <input type="checkbox"/> 6 TIRES <input type="checkbox"/> 8 TIRES <input type="checkbox"/> 12 TIRES <input type="checkbox"/> OTHER # _____ <input type="checkbox"/>					
RIM SIZE: 14" <input type="checkbox"/> 15" <input type="checkbox"/> 16" <input type="checkbox"/> 17" <input type="checkbox"/> 18" <input type="checkbox"/> 20" <input type="checkbox"/> 22" <input type="checkbox"/> 24" <input type="checkbox"/>					
ACCESSORIES TO BE INSTALLED BY DEALER OR VENDOR: _____					
F&I ACCESSORIES \$ _____ N/A					
\$ _____ N/A					

PURCHASE PRICE DISCLOSURE

CASH PRICE	\$	14980.00
TRADE-IN CREDIT	- \$	4500.00
TRADE-IN PAYOFF	+ \$	N/A
TRADE BALANCE	\$	4500.00
ACC. PURCHASED	+ \$	N/A
PROCESSING FEE	\$	199.00
TOTAL	\$	10687.00
DOWNPAYMENT	- \$	N/A
CASH	\$	N/A
CHECK	- \$	N/A
FACTORY/ DEALER REBATE	+ \$	N/A
ADP*	+ \$	N/A
OTHER		
BALANCE DUE	\$	10687.00

PURCHASER IS RESPONSIBLE FOR ALL COSTS FOR THE TAG, TITLE AND PAYMENT OF TAXES ON VEHICLE PURCHASED.

PURCHASER: X

TRADE-IN VEHICLE:

YEAR	MFG. NAME	MODEL	BODY TYPE	COLOR	UPHOLSTERY
VEHICLE IDENTIFICATION NO. _____					
LICENSE NUMBER & STATE _____					
MILEAGE _____					
LIEN IN FAVOR OF _____		AMOUNT OF PAYOFF \$ _____	GOOD THROUGH _____	PAYOFF CONFIRMED BY _____	
TELEPHONE _____		ADDRESS _____			

I, Purchaser, agree as a part of this sale to pay to dealership any amount owed on Trade-In Vehicle to any third party, if different from amount shown as Trade-In Payoff on purchase of vehicle. I further certify that the vehicle identified as the Trade-In Vehicle is titled in my name, and is free and clear of all other liens and encumbrances other than what is shown above. I understand that if the title is not in my name, that it is my obligation to provide dealer with a clear title in the dealer's name within five days after demand upon me by the dealer. I further warrant that the title to said Trade-In is not an insurance dated, rebuilt, salvage, theft, recovery or reconditioned title. I appoint the Dealer to act as my attorney in fact to sign my name on any document necessary to place title to the above described Trade-In Vehicle in Dealer's name.

DISPUTE RESOLUTION CLAUSE

This Dispute Resolution Clause applies to any controversy, claim or dispute between the Purchaser and the Dealer arising out of, or related, to this sale or transaction, including, but not limited to, any and all issues or disputes arising as a result of this sale or transaction, whether said issues arise prior to, during or subsequent to the sale or attempted sale of a vehicle and whether said sale or attempted sale is a cash sale or is based upon financing or extended credit, or arises as a result of any financing contract, agreement or sales document related to the sale or attempted sale of a vehicle. The Purchaser and Dealer agree that all matters addressed within this Clause shall be submitted to binding arbitration, with an Arbitration Service or Arbitrator of the parties' choosing, pursuant to the Federal Arbitration Act, Title 9 U.S.C. § 1, et seq. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws, including but not limited to, all contract, tort and property disputes, including any claim regarding the use, misuse, and/or disclosure of any information or documentation, including, but not limited to, personal or financial information obtained by the Dealer from the Purchaser, or about the Purchaser, which may arise from the sale relationship or otherwise during the sale, or at any time in the future, will be subject to binding arbitration in accord with this Contract. The parties specifically exclude from this Dispute Resolution Clause all claims or disputes subject to the Small Claims Procedures Act of the State of Oklahoma. The parties agree that the arbitrator shall have authority provided for by the law and contract, including but not limited to authority to grant an award or order for money damages, consequential damages, exemplary damages, declaratory relief, or injunctive relief. Arbitration shall be conducted in compliance with the Rules of an Arbitration Service or Arbitrator of the parties' choosing and in conformity with the Federal Rules of Civil Procedure. Any evidence submitted shall be in conformity with the Federal Rules of Evidence. The Arbitrator's award(s) will be entered as a judgment in a court having jurisdiction over the parties. Both the Purchaser and Dealer acknowledge and understand that they are waiving their right to a jury trial by entering into this agreement and acknowledge that there shall be no right or authority for any claims to be arbitrated on a class action basis. It is agreed that the party filing the arbitration claim shall be responsible for the filing fee. The arbitrator's fee shall be equally divided between the parties. The prevailing party shall be entitled to attorney fees and costs as allowed by Oklahoma and/or Federal statutes. Dealer and Purchaser agree that if Dealer must hire legal counsel to enforce or defend Dealer's legal rights under this Dispute Resolution Clause, Purchaser will pay to Dealer its attorney fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights hereunder.

PURCHASER: X bc 8/24/16 DEALER: X

SECURITY AGREEMENT

Purchaser grants to Dealer a security interest in the vehicle described herein to secure the payment of the purchase price or any down payment owed to Dealer and any retail installment sales contract executed herewith to secure: (1) all future advances by Dealer to Purchaser; (2) all other liabilities of Dealer (primary, secondary, direct or indirect, absolute or contingent, sole, joint or several) due or to become due or which may be hereafter contracted by or acquired, of Purchaser; and (3) the performance of all agreements, covenants and warrants of Purchaser to Dealer. This security interest also covers, in addition to the specifically described vehicle: (1) all personal property installed in or affixed to such vehicle, including additions and accessories; and (2) proceeds, including insurance proceeds payable by reason of damage to or loss of vehicle and (3) any trade-in vehicle described above. NOTICE TO PURCHASER: Do not sign this Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Agreement you sign. Purchaser by his/her signature ACKNOWLEDGES that he/she has read and received a complete copy of the Agreement and that there are no other agreements between the parties oral or in writing, if not set forth herein. That, if financing is arranged through Dealer, this Purchase is subject to Purchaser's satisfactory credit rating and the acceptance and funding of this Purchase Agreement and/or any Retail Installment Sales Contract executed herewith by a qualified lender or other financial institution. PURCHASER certifies that he/she is of legal age or older and no credit has been extended except as appears above. The Dealer and the Purchaser agree that if the Dealer must hire legal counsel to enforce the terms of this Purchase Agreement, or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, that the Purchaser will pay to the Dealer attorneys fees and costs incurred in obtaining judgment or enforcing Dealer's legal rights. Further, should the Dealer be forced to hire legal counsel to defend Dealer's legal rights under this Purchase Agreement, and/or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, including any of said documents, Purchaser will pay to Dealer any and all legal fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights.

PURCHASER: X

MANAGER APPROVAL _____

DEALER REPRESENTATIVE _____

This Agreement does not bind the Dealer until approved by a Representative of the Dealer.

PURCHASER

X

CO-PURCHASER

X

Deal #
8039

Offer to Purchase Vehicle

Purchaser #1 City of Midwest City SS # _____
 Purchaser #2 _____ SS # _____
 Title Address 100 N Midwest Blvd Phone _____
 City MWC State OK Zip 73110 Bus. Phone _____
 Stock # 15234AA Year 2009 Make Dodge Model RAM
 Color White VIN # 1D3HV18T79S741862 Mileage 125,536
 New _____ Used Salesperson Cory

<p>Trade In</p> <p><u>\$4,500</u></p>	<p>Market Value Was \$ <u>16,888</u></p> <p>Sale Price is \$ <u>14,988</u> + 199 Doc Fee</p>
<p>Cash Investment (Banks would like to see 1/3 down)</p>	<p>Short Term Monthly Investment</p> <p><u>10,687</u></p>

Trade In Information

Year 2009 Make Dodge
 Model Charger
 Mileage 97277
 VIN # 2B3KA43D69H597113
 Cash Amount \$ 0

I understand if accepted by management,
I will take delivery now!

X _____



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: September 13, 2016

SUBJECT: Discussion and consideration of 1) declaring the Lafayette Polygraph instrument, Model #LX300-SW, Serial #337346 as surplus and authorizing its disposal by trade in to Lafayette Instrument Company, Inc.; and 2) purchasing a Lafayette Computerized Polygraph instrument, Model #LX5000-S from Lafayette Instrument Company, Inc. for \$5,962.38 less the trade-in in the amount of \$2,155.00 for a net cost of \$3,807.38.

The Midwest City Police Department requests consideration to enter into an agreement with Lafayette Instrument Company, Inc. to dispose of the Lafayette Polygraph instrument, Model #LX300-SW, Serial #337346 for a trade-in value of \$2,155.00. This will leave a balance of \$3,807.38 for the purchase of a Lafayette Polygraph instrument, Model #LX5000-S with Lafayette Instrument Company, Inc.

The Lafayette LX5000-S Computerized Polygraph instruments are a sole source product, manufactured, sold and distributed exclusively by Lafayette Instrument Company, Inc.

The funds for the full amount of \$5,962.38, before trade-in for this equipment purchase, is budgeted in Account 021-6210-421.40-02 and the credit of \$2,155.00 for the trade in will be taken out of Account 021-0000-389.20-00.

Staff recommends approval.

Brandon Clabes, Chief of Police

Attachment: Lafayette Instrument Company, Inc. Quote

ID: 0003

**MIDWEST CITY POLICE DEPARTMENT
 100 N MIDWEST BLVD
 MIDWEST CITY OK 73130
 United States**

Quotation Valid Thru : 11/11/2016

Terms : MASTERCARD

We are pleased to quote your requirements as shown below.

PRICE INCLUDES DISCOUNT FOR TRADE-IN OF (1) LX3000, DUE WITHIN 30 DAYS FROM RECEIPT OF NEW INSTRUMENT.

Item	Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
001	LXUPGRD5 Rev 000 U/M EA LX5000 DAS UNIT UPGRADE System Includes- DAS (LX5000), Silver Pneumo with Vent (76513A-T), Blue Pneumo with Vent (76513A-B), Carrying Bag (LX-1040S), USB Cable, EDA Assembly (76640A-5L), Pump bulb with Gauge (76506A-5), Standard Arm Cuff (76530A-5) and LXSoftware with Oss3 & Polyscore	1.00000	3,750.00000 Includes Discount of	US\$ 3,750.00 US\$ 2,155.00
002	EST. UPS SHIPPING Rev NS U/M EA EST. UPS SHIPPING, AND HANDLING	1.00000	57.38000	US\$ 57.38

Total Items Price US\$ 3,807.38
Total Item Discount Included US\$ 2,155.00

* FULL TERMS EXPLANATION PLEASE SEE: <http://www.lafayetteinstrument.com/orderguide.asp>

** ESTIMATED DELIVERY IS GIVEN FOR REFERENCE ONLY. ACTUAL PRODUCT AVAILABILITY AND DELIVERY WILL BE DETERMINED AT THE TIME OF ORDER (A.R.O.).

*** Products sold by Lafayette Instrument Company are subject to export control laws and regulations of the United States ("Export Laws"). The Customer shall comply with such Export Laws and obtain any license, permit or authorization required to transfer, sell, export, re-export or import the Products. The Customer will not export or re-export the Products to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the U.S. Department of Commerce, U.S. Department of State, and U.S. Department of Treasury.

Kari D. Bumbleburg



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: September 13, 2016

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

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

Staff recommends approval

Ryan Rushing, Information Technology Director

CPU			
		8/19/2016	
<i>INVENT #</i>	<i>MIS#</i>	<i>MANUFACTOR</i>	<i>SERIAL NUMBERS</i>
	564	Dell Optiplex 360	FJZMLJ1
	628	Dell Optiplex 380	87VRQL1
	629	Dell Optiplex 380	87RRQL1
	673	Dell Optiplex 380	6DT1LM1
	717	Dell Optiplex 380	HRR4JQ1
	727	Dell Optiplex 380	HRRVHQ1
	684	Dell optiplex 380	6DP4LM1
	683	Dell Optiplex 380	6DPLKM1
MONITORS			
<i>INVENT #</i>	<i>MIS #</i>	<i>MANUFACTURE</i>	<i>SERIAL NUMBERS</i>
	449	Dell	CN-0FH8MW-74445-03B-AWPL
	166	Dell	CN-0T6116-71618-5AR-AEJ
	516	Dell	CN-06H6FX-74445-217-A82L
	472	Dell	CN-0U82AK-74445-116-664M
	492	Dell	CN-0U828K-74445-11P-BL8M
		Dell	CN-0H736H-72872-044-217L
MISCELLANEOUS			
Quantity	MIS #	Hardware Type	Serial Number
3		P.O.E Injectors	
7		UPS's	
1		linksys Router	
2		Metal Weather Boxes	
1		HP PhotoSmart C6280	MY844H22TG
2		Boxes of Misc	
1		Computer Case	



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

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: September 13, 2016

SUBJECT: Discussion and consideration of 1) declaring one office chair, one L-shaped desk with matching credenza, two 2-drawer file cabinets, three 4-drawer file cabinets, a microwave, and a 2-door cabinet as surplus; and 2) authorizing their disposal by public auction or sealed bid.

Please see the above mentioned surplus items below with the condition listed. If declared surplus, these items will be placed on the City's eBay website for disposal.

Surplus Item	Condition
One office chair	Fairly good
One L-shaped desk with matching credenza	Fair
Two 2-drawer file cabinets	Fair - no keys
Three 4-drawer file cabinets	Good – no keys
One Microwave	Very old
One 2-door cabinet	Fair

J. Guy Henson, City Manager



DISCUSSION ITEM





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 : September 13, 2016

SUBJECT : Discussion and consideration of appointing a Board of Adjustment member to fill the vacancy created when Joe Lenochoan moved out of state.

Joe Lenochoan recently moved out of state, creating a vacancy on Board of Adjustment. 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 the first Tuesday of the month as needed.

Current members are as follows:

Vacant - Term ends 12-14-16
Eric Sizemore - Term ends 12-14-16
Tammy Cook - Term ends 5-14-17
Jess Huskey - Term ends 5-14-19
Cy Valanejad - Term ends 11-27-18

Action is at the discretion of Mayor and Council.

Billy Harless, AICP
Community Development Director



NEW BUSINESS/
PUBLIC DISCUSSION





MUNICIPAL AUTHORITY
AGENDA



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA
Midwest City Council Chambers, 100 N. Midwest Boulevard

September 13, 2016 - 7:01 PM

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

- A. CALL TO ORDER.
- B. DISCUSSION ITEM.
 - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of August 23, 2016, as submitted. (Secretary - S. Hancock)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



DISCUSSION ITEMS



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**

August 23, 2016 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:56 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for August 23, 2016. The Trustees had no questions regarding the agenda items.

Chairman Dukes closed the meeting at 6:56 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**

August 23, 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 Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Daniel McClure Jr.

Chairman Dukes called the meeting to order at 8:04 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 August 9, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustment to the following funds for FY 2016-2017, increase: Capital Drainage Improvements Fund, expenses/ Drainage Improvements (72) \$49,500. Stormwater Fund, expenses/Stormwater (61) \$123,750. Capital Water Improvements Fund, expenses/Capital Water Improvements (49) \$126,100. Construction Loan Payment Fund, expenses/Water (42) \$1,493,251. Sewer Construction Fund, expenses/Sewer Construction (46) \$9,658. Utility Services Fund, expenses/Utility Services (50) \$2,457. Capital Sewer Improvements Fund, expenses/Sewer Improvements (44) \$34,627. Utilities Capital Outlay Fund, expenses/Sanitation (41) \$3,500,000; expenses /Utility Services (50) \$141,941. Sanitation Fund, expenses/Sanitation (41) \$605,909. Water Fund, expenses/Water (42) \$58,407. Waste- water Fund, expenses/Wastewater (43) \$10,537. FF&E Reserve Fund, expenses/Hotel/Conf. Center (40) \$219,791. Golf Fund, expenses/Golf (47) \$18,000.
3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending July 31, 2016.

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

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

Adjournment. Chairman Dukes adjourned the meeting at 8:04 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

September 13, 2016 - 7:02 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of August 23, 2016, as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending June 30, 2016 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Hospital Authority - G. Henson)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. EXECUTIVE SESSION.

1. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Midwest City Memorial Hospital Authority v. Health Management Associates, Inc., *et al*, Oklahoma County District Court Case No. CJ-2014-667; and (2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Hospital Authority - G. Henson)

2. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session. (City Manager - G. Henson)

3. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - G. Henson)

E. ADJOURNMENT.



DISCUSSION ITEMS



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

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

August 23, 2016 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:56 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for August 23, 2016. The trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 6:57 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**

August 23, 2016 - 7:02 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 8:05 p.m.

Consent Agenda. Motion was made by Reed, 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 August 9, 2016, as submitted.
2. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Crafton, Tull and Associates, Inc. in the amount of \$26,500 for an Engineering FEMA Flood Study for Soldier Creek at S.E. 29th Street.

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

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.** No action taken on this item.

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

Executive Session.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session.**

Motion was made by Reed, seconded by Allen, to go into executive session. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried. The councilmembers went into executive session at 8:07 p.m.

Councilmember Moore left the executive session at 8:07 p.m.

Mayor Dukes reconvened the meeting in open session at 8:48 p.m. Motion was made by Dawkins, seconded by Reed, to authorize the general manager/administrator to take action as appropriate based on the discussion in executive session. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

Councilmember Moore rejoined meeting at 8:39 p.m.

Adjournment. Chairman Dukes adjourned the meeting at 8:40 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

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

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matt Dukes
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: September 13, 2016

SUBJECT: Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending June 30, 2016 and 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, will be present at the meeting to present the Performance Review. Any need to reallocate assets, change fund managers or make changes to the Investment Policy Guidelines and Objectives will be addressed at the meeting.

Action is at the discretion of the Authority.

J. Guy Henson
General Manager/Administrator

**MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY
INVESTMENT PERFORMANCE REVIEW
PERIODS ENDING
JUNE 30, 2016**

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
COMPOSITE VS. POLICY PORTFOLIO
PERIODS ENDING 6-30-16**

	QTR		YTD		1 Year		3 Years	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	1.49	52	1.91	54	-0.42	31	7.75	22
Policy Portfolio*	1.78	46	2.26	49	0.13	27	7.46	25

	5 Years		10 Years		From 12-31-96		From 9-30-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	7.47	22	5.95	33	7.05	30	7.21	30
Policy Portfolio*	7.67	18	6.01	31	6.67	40	6.90	39

* 60% S&P 500, 20% BARCLAYS CAPITAL AGG, 10% MSCI EAFE, 10% MSCI EM

This report is based on information we believe to be reliable but can in no way guarantee as to its accuracy or completeness. Past performance is no guarantee of future results.

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERCENTILE RANKS
PERIODS ENDING 6-30-16**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		From 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Equity Universe														
Total Equity	1.79	55	2.14	48	1.29	22	10.76	23	11.03	20	6.66	48	6.91	67
Active - Equity	0.75	74	-0.23	70	-2.32	47	10.00	31	9.57	45	5.39	78	6.03	84
Passive - Equity	2.45	41	3.84	30	3.99	9	11.44	14	12.06	6	7.54	25	7.45	52
S&P 500	2.46	41	3.84	30	3.99	9	11.66	11	12.10	6	7.42	28	7.47	51
Vs. 100% Fixed Income Universe														
Total Fixed Income	2.22	40	5.38	23	6.12	7	4.05	16	3.95	23	5.26	24	5.56	19
Active - Fixed	2.22	40	5.44	22	6.29	6	4.01	17	3.94	23	5.43	20	5.73	15
Passive - Fixed	2.25	39	5.39	23	6.11	7	4.16	14	3.95	23	5.24	25	5.55	19
BC Aggregate	2.21	40	5.31	25	6.00	8	4.06	16	3.76	28	5.13	28	5.56	19
BC G/C	2.67	25	6.23	11	6.70	4	4.20	13	4.11	20	5.22	26	5.63	18
90 Day US T-Bill	0.06	98	0.12	96	0.14	88	0.07	96	0.06	97	0.96	99	2.24	99
Vs. 100% International Universe														
Total International	-0.99	63	-3.04	64	-9.36	61	2.20	65	1.70	61	2.50	56	4.57	70
Active - International	-0.17	49	-0.19	38	-7.62	48	2.46	61	1.68	62	3.45	42	5.06	61
Passive - International	-1.36	70	-4.34	78	-10.08	67	2.16	66	1.71	61	1.72	70	4.15	78
MSCI-EAFE	-1.46	72	-4.42	78	-10.16	68	2.06	67	1.68	62	1.58	73	3.98	81

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERIODS ENDING 6-30-16**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		Fr 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Equity Universe														
Growth Funds														
Harbor Capital Appreciation	-1.31	93	-6.73	97	-4.67	64	12.71	5	*13.70	*16	(12/31/12)	--	--	--
T. Rowe Price New America	0.73	74	-4.10	91	-1.83	44	12.53	6	*13.83	*13	(12/31/12)	--	--	--
S&P 500	2.46	41	3.84	30	3.99	9	11.66	11	*14.07	*9	(12/31/12)	--	--	--
Vs. 100% Equity Universe														
Vanguard Mid Cap Growth	-1.33	93	-3.96	90	-9.66	87	7.82	62	8.52	63	7.75	21	*8.29	*20 (12/03)
S&P 500	2.46	41	3.84	30	3.99	9	11.66	11	12.10	6	7.42	28	*7.41	*41 (12/03)
PrimeCap Odyssey Agg. Growth	-0.41	86	-3.61	89	-5.25	68	12.81	4	*18.67	*1	(12/31/12)	--	--	--
S&P 500	2.46	41	3.84	30	3.99	9	11.66	11	*14.07	*9	(12/31/12)	--	--	--
Vs. 100% Equity Universe														
Value Funds														
Dodge & Cox Stock	1.70	57	0.70	63	-5.09	67	8.28	55	*16.01	*20	(9/30/11)	--	--	--
S&P 500	2.46	41	3.84	30	3.99	9	11.66	11	*16.38	*13	(9/30/11)	--	--	--
Vanguard Equity Income	4.02	15	7.71	7	9.05	2	10.97	20	*13.88	*12	(12/31/12)	--	--	--
S&P 500	2.46	41	3.84	30	3.99	9	11.66	11	*14.07	*9	(12/31/12)	--	--	--
Vs. 100% Fixed Income Universe														
Active Fixed Income Composite	2.22	40	5.44	22	6.29	6	4.01	17	3.94	23	5.43	20	5.73	15
Vanguard Short Term Inv. Grade	1.30	69	3.09	62	3.26	45	2.55	52	*2.58	*55	(9/30/11)	--	--	--
Vanguard Short Term Treasury	0.64	90	1.91	79	1.82	64	1.21	79	*0.93	*88	(9/30/11)	--	--	--
Vanguard Int.Term Inv. Grade	2.44	33	6.07	13	7.00	4	5.01	6	5.00	8	6.09	9	*5.29	*12 (12/03)
BC Aggregate	2.21	40	5.31	25	6.00	8	4.06	16	3.76	28	5.13	28	*4.58	*29 (12/03)
Vanguard Int.Term Treasury	1.73	56	5.23	27	6.07	8	3.55	28	3.50	35	5.42	20	*5.84	*16 (12/99)
Vanguard Long Term Treasury	6.66	1	15.54	1	19.91	1	10.41	1	10.27	1	8.66	1	*8.36	*2 (12/99)
BC Aggregate	2.21	40	5.31	25	6.00	8	4.06	16	*3.15	*45	(9/30/11)	--	*5.53	*24 (12/99)
BC G/C	2.67	25	6.23	11	6.70	4	4.20	13	4.11	20	5.22	26	5.63	18
Average Fixed Income Fund	2.02	47	3.90	52	2.83	50	2.63	50	2.92	50	4.24	52	4.62	52
Vs. 100% International Universe														
International Funds Composite	-0.17	49	-0.19	38	-7.62	48	2.46	61	1.68	62	3.45	42	5.06	61
Vanguard International Growth	0.52	37	-1.51	50	-8.22	52	4.14	39	2.44	51	3.66	38	5.29	55
MFS International	0.55	36	2.10	21	-3.01	21	3.21	50	2.47	50	4.27	28	*5.31	*22 (9/05)
Harbor International Inst.	-1.64	74	-1.14	46	-11.51	79	1.04	79	*3.95	*62	(9/30/08)	--	--	--
MSCI-EAFE	-1.46	72	-4.42	78	-10.16	68	2.06	67	*3.41	*68	(9/30/08)	--	*2.77	*70 (9/05)
MSCI-EAFE	-1.46	72	-4.42	78	-10.16	68	2.06	67	1.68	62	1.58	73	3.98	81
Average International Fund	-0.09	48	-0.93	45	-7.29	46	3.57	47	2.78	47	3.01	49	5.61	47

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERIODS ENDING 6-30-16
UNIVERSES BETA ADJUSTED

	QTR		YTD		1 Year		3 Year		5 Year		10 Year		From 12-31-03	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Large Cap Growth Universe (Mid-Beta)														
Harbor Capital Appreciation	-1.31	95	-6.73	97	-4.67	81	12.71	8	*13.70	*20	(12/31/12)	--	--	--
Russell 1000 Growth	0.61	62	1.36	32	3.02	13	13.07	6	*14.72	*6	(12/31/12)	--	--	--
Average Large Cap Growth	1.30	49	-0.06	52	-1.13	53	10.22	57	*12.25	*58	(12/31/12)	--	--	--
Vs. 100% Large Cap Growth Universe (Hi-Beta)														
T. Rowe Price New America	0.73	49	-4.10	60	-1.83	35	12.53	26	*13.83	*26	(12/31/12)	--	--	--
Russell 1000 Growth	0.61	52	1.36	8	3.02	2	13.07	16	*14.72	*15	(12/31/12)	--	--	--
Average Large Cap Growth	1.30	33	-0.06	14	-1.13	24	10.22	64	*12.25	*63	(12/31/12)	--	--	--
Vs. 100% Mid Cap Growth Universe (Mid-Beta)														
Vanguard Mid Cap Growth	-1.33	99	-3.96	93	-9.66	81	7.82	26	8.52	47	7.75	31	*8.29	*49 (12/03)
Russell Mid Growth	1.56	81	2.15	53	-2.14	30	10.52	4	9.98	24	8.12	18	*8.88	*29 (12/03)
Average Mid Cap Growth	3.19	52	1.96	54	-5.87	56	7.57	29	7.99	54	6.76	63	*7.78	*62 (12/03)
Vs. 100% Mid Cap Growth Universe (Hi-Beta)														
PrimeCap Odyssey Agg. Growth	-0.41	99	-3.61	74	-5.25	16	12.81	2	*18.67	*1	(12/31/12)	--	--	--
Russell Mid Growth	1.56	83	2.15	25	-2.14	8	10.52	11	*13.32	*8	(12/31/12)	--	--	--
Average Mid Cap Growth	3.19	62	1.96	29	-5.87	19	7.57	53	*10.77	*33	(12/31/12)	--	--	--
Vs. 100% Large Cap Value Universe (Hi-Beta)														
Dodge & Cox Stock	1.70	41	0.70	47	-5.09	60	8.28	42	*16.01	*16	(9/30/11)	--	--	--
Russell 1000 Value	4.58	4	6.30	5	2.86	2	9.87	13	*16.23	*13	(9/30/11)	--	--	--
Average Large Cap Value	1.83	37	2.43	23	-1.55	17	8.42	39	*14.37	*55	(9/30/11)	--	--	--
Vs. 100% Large Cap Value Universe (Lo-Beta)														
Vanguard Equity Income	4.02	13	7.71	12	9.05	3	10.97	8	*13.88	*55	(12/31/12)	--	--	--
Russell 1000 Value	4.58	6	6.30	21	2.86	28	9.87	25	*13.08	*72	(12/31/12)	--	--	--
Average Large Cap Value	1.83	64	2.43	72	-1.55	72	8.42	58	*11.49	*90	(12/31/12)	--	--	--

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIODS ENDING 6-30-16**

MIDWEST CITY COMPOSITE VS. POLICY PORTFOLIO

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	-0.14	0.08	-0.04	-0.01	0.08
Beta	1.06	1.05	1.05	1.01	1.00
R - squared	1.00	0.99	1.00	0.99	0.98
STD for Composite	8.61	6.99	10.37	12.34	12.02
STD for Policy Portfolio*	8.14	6.61	9.84	12.11	11.92

* 60% S&P 500, 20% BARCLAYS CAPITAL AGG, 10% MSCI EAFE, 10% MSCI EM

MIDWEST CITY COMPOSITE VS. S&P 500

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	-1.18	-0.98	-1.19	-0.54	-0.34
Beta	0.89	0.84	0.82	0.75	0.70
R - squared	1.00	0.93	0.96	0.96	0.95
STD for Composite	8.61	6.99	10.37	12.34	12.02
STD for S&P 500	9.70	8.06	12.35	16.23	16.87

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
ASSET ALLOCATION
PERIOD ENDED 6-30-16**

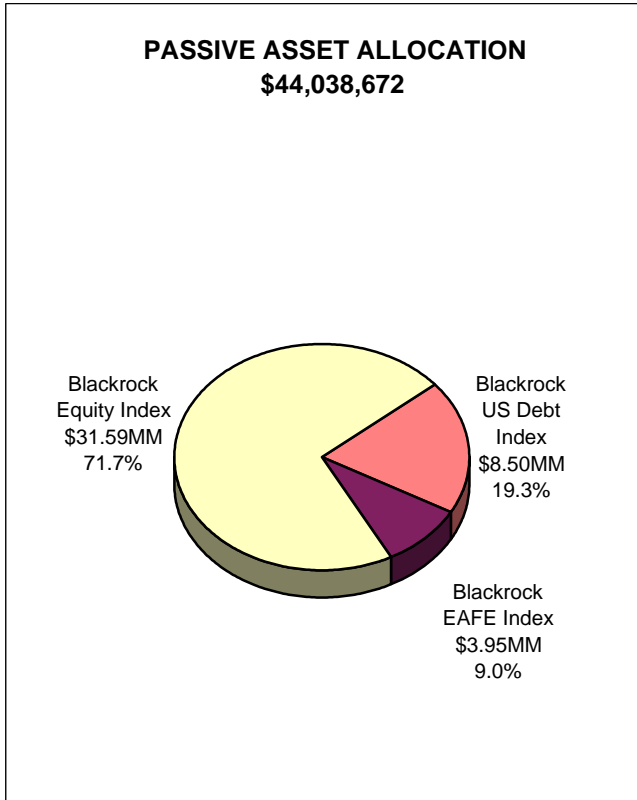
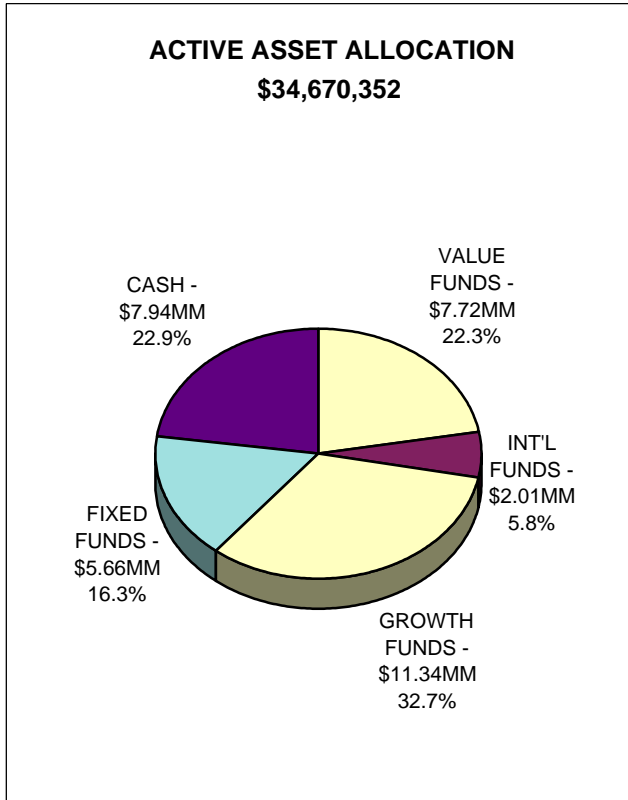
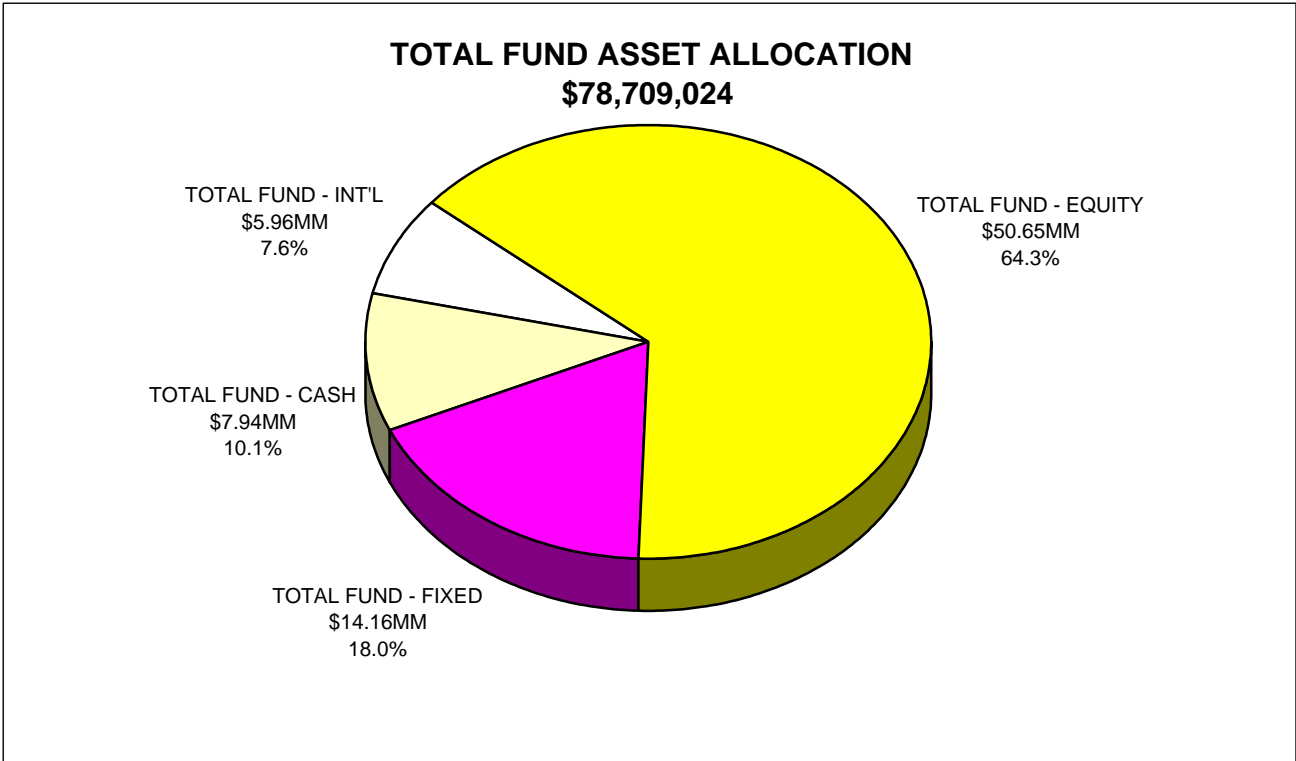
	Domestic Equity	Foreign Equity	US Bond	Emerging Markets	Cash	Total	Percent of Total	Target	Range
Blackrock Equity Index	31,586,146					31,586,146	40.1%		
Harbor Capital Appreciation	2,891,925					2,891,925	3.7%		
T. Rowe Price New America Gr.	2,514,338					2,514,338	3.2%		
Primecap Odyssey Agg Growth	3,229,041					3,229,041	4.1%		
Vanguard Mid Growth	2,706,941					2,706,941	3.4%		
Dodge & Cox Stock	3,975,233					3,975,233	5.1%		
Vanguard Equity Income	3,741,970					3,741,970	4.8%		
TOTAL US EQUITY	50,645,593					50,645,593	64.3%	60.0%	20.0 - 85.0%
Blackrock EAFE Index		3,951,862				3,951,862	5.0%		
Harbor Int'l Inst.		638,095				638,095	0.8%		
MFS International		685,385				685,385	0.9%		
Vanguard Int'l Growth		682,988				682,988	0.9%		
TOTAL INTERNATIONAL		5,958,330				5,958,330	7.6%	10.0%	2.5 - 30.0%
VANGUARD EM STOCK INDEX				0		0	0.0%	10.0%	2.5 - 10.0%
Blackrock US Debt Index			8,500,664			8,500,664	10.8%		
Vanguard Short Tm. Treas.			1,246,630			1,246,630	1.6%		
Vanguard Short Tm. Inv. Gr.			1,333,131			1,333,131	1.7%		
Vanguard Int. Tm. Treas.			556,576			556,576	0.7%		
Vanguard Int. Tm. Inv. Gr.			1,793,613			1,793,613	2.3%		
Vanguard Long Tm. Treas.			730,574			730,574	0.9%		
TOTAL US BOND			14,161,190			14,161,190	18.0%	20.0%	2.5 - 80.0%
TOTAL CASH					7,943,911	7,943,911	10.1%	0.0%	0.0 - 20.0%
TOTAL	50,645,593	5,958,330	14,161,190	0	7,943,911	78,709,024	100.0%		
	64.3%	7.6%	18.0%	0.0%	10.1%	100.0%			

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 6-30-16**

ALLOCATION CHANGE			
	March 31, 2016	June 30, 2016	Change
Domestic Equity	49,752,125	50,645,593	893,468
Foreign Equity	6,017,630	5,958,330	-59,300
Domestic Bond	13,852,729	14,161,190	308,461
Emerging Markets	0	0	0
Cash	7,947,453	7,943,911	-3,542
TOTAL FUND	77,569,937	78,709,024	1,139,087

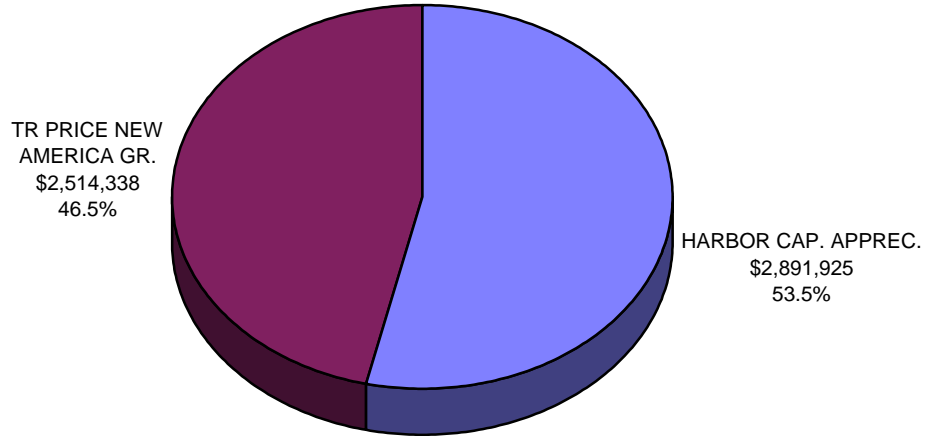
ACTUAL vs. POLICY PORTFOLIO			
	Actual Allocation	Policy Allocation	Allocation Range
Domestic Equity	64.3%	60.0%	20 - 85%
Foreign Equity	7.6%	10.0%	2.5 - 30%
Domestic Bond	18.0%	20.0%	2.5 - 80%
Emerging Markets	0.0%	10.0%	2.5 - 10%
Cash	10.1%	0.0%	0 - 20%

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
ASSET ALLOCATION
PERIOD ENDED 6-30-16**

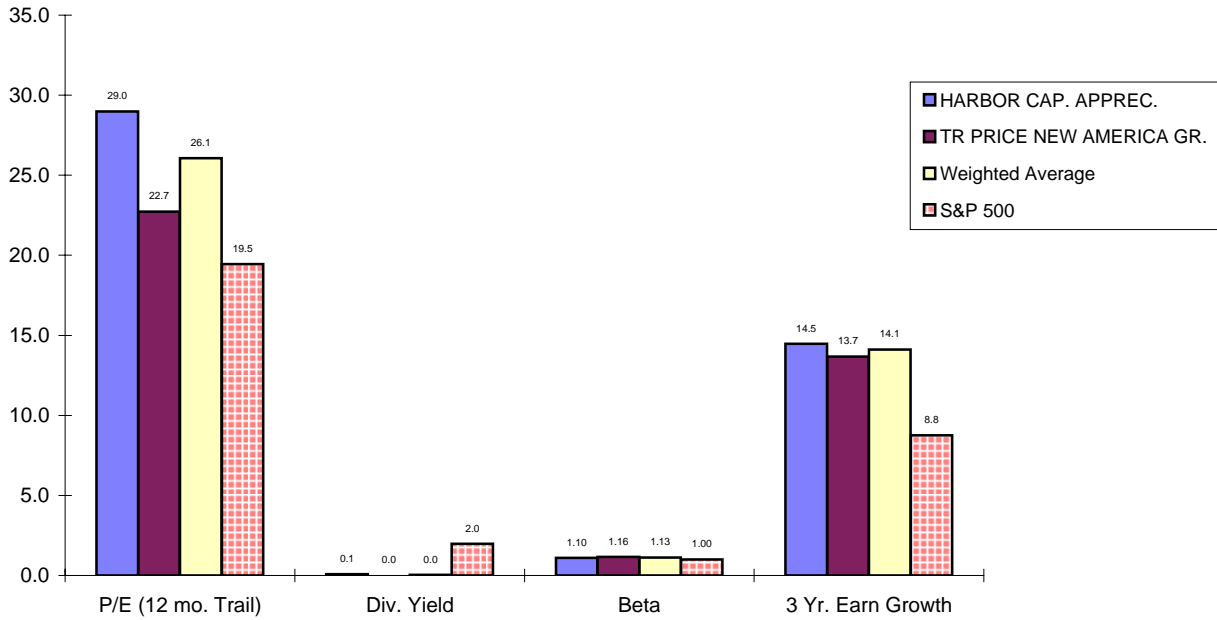


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 6-30-16**

**LARGE GROWTH FUNDS COMPOSITE ASSET ALLOCATION
\$5,406,263**

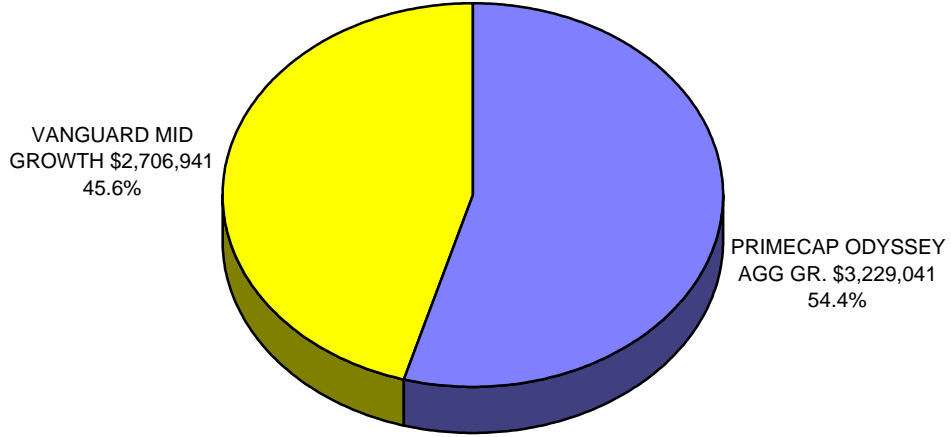


LARGE GROWTH EQUITY CHARACTERISTICS v. S&P 500

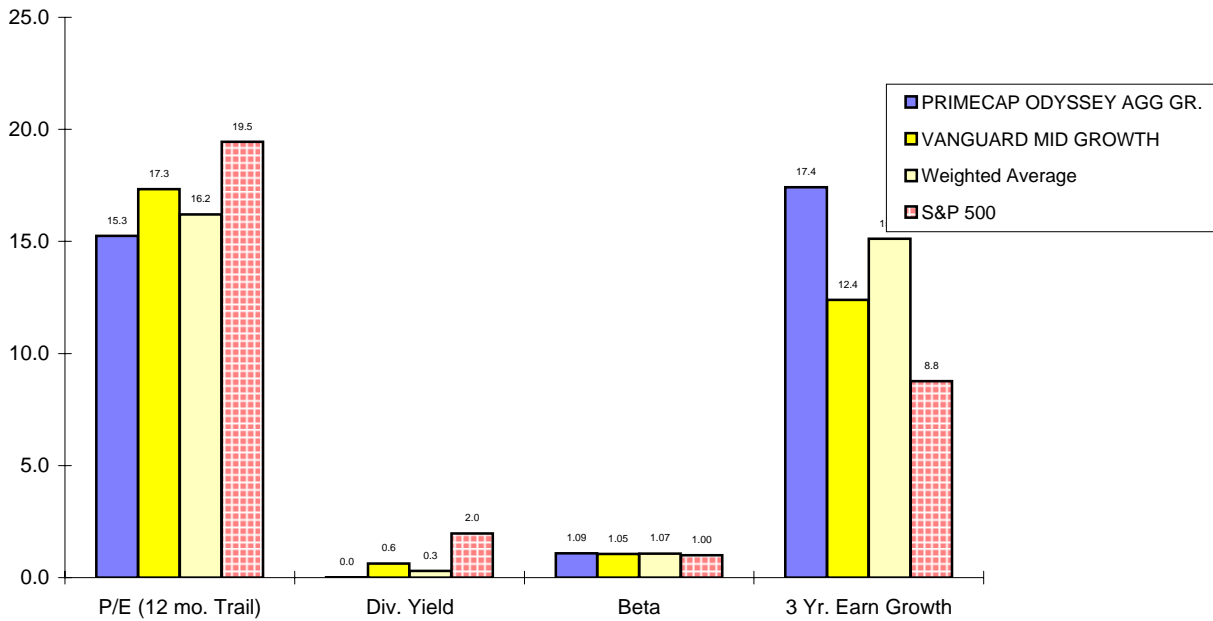


MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIODS ENDED 6-30-16

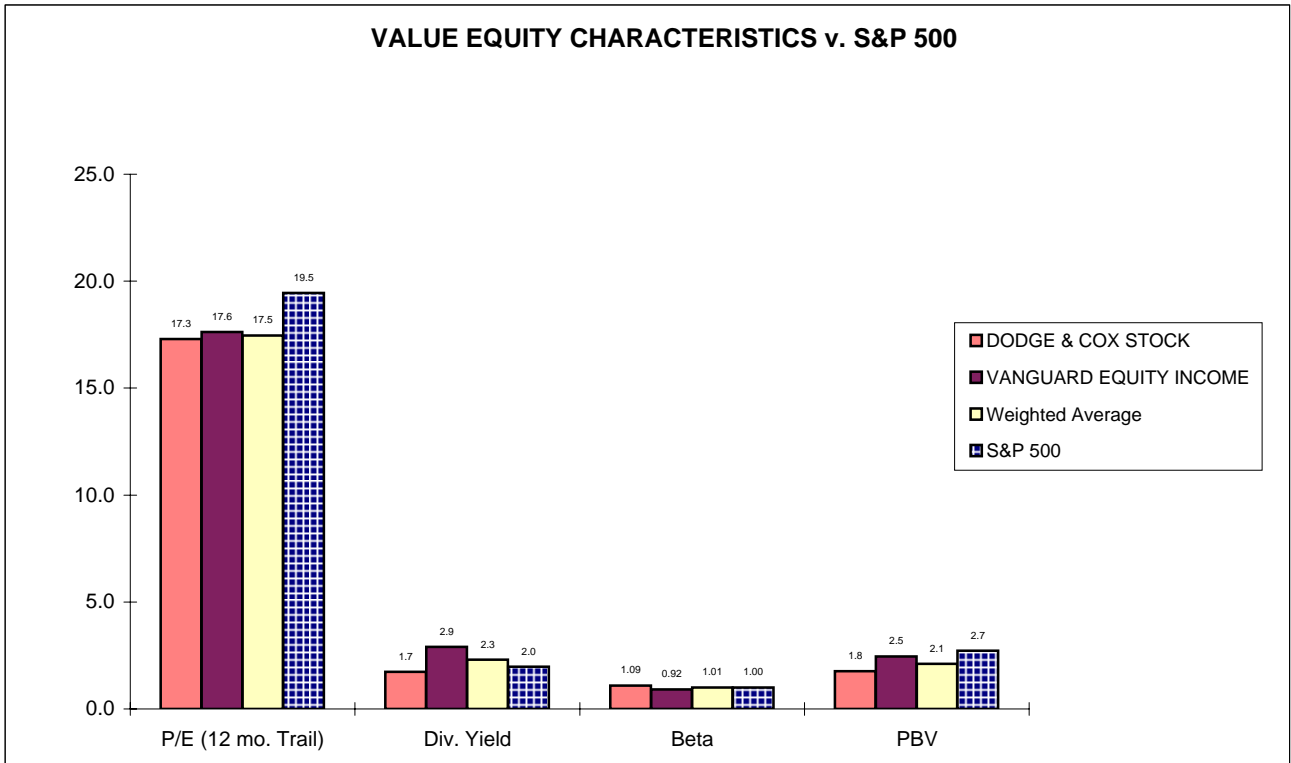
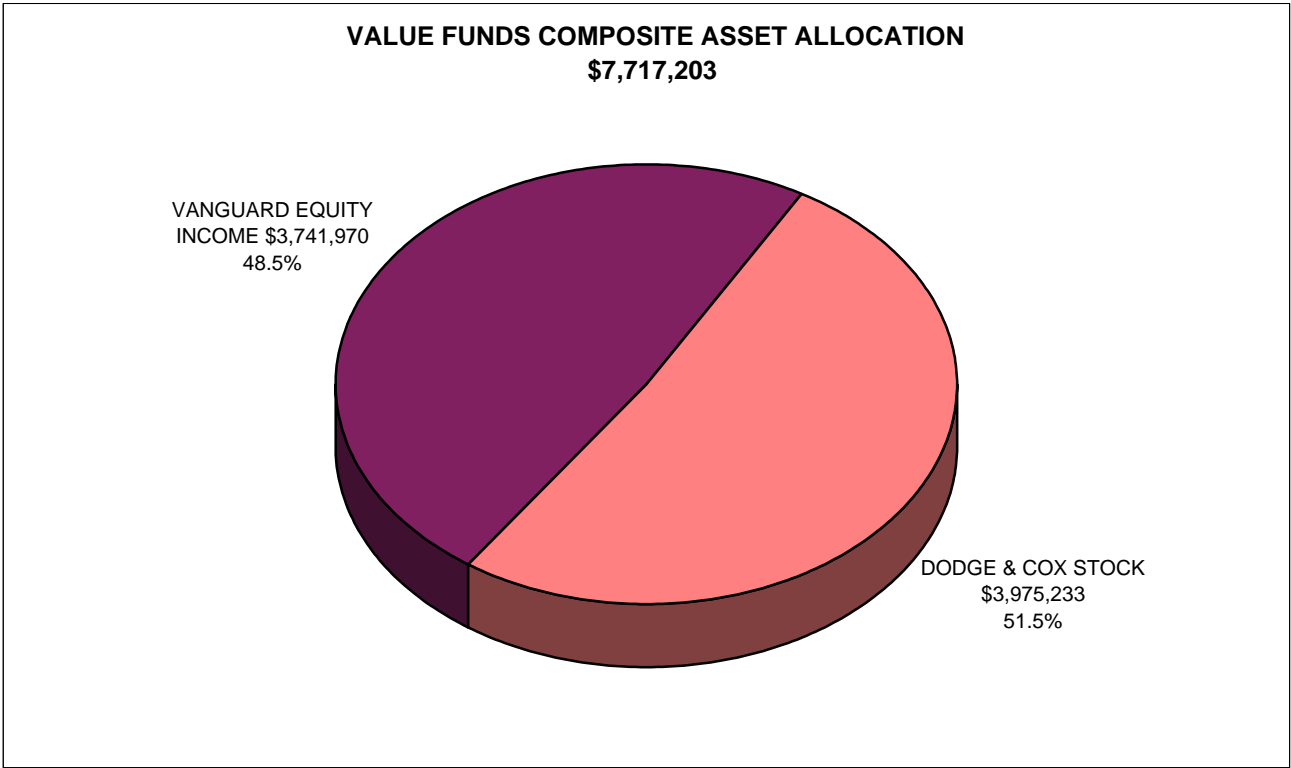
MID GROWTH FUNDS COMPOSITE ASSET ALLOCATION
\$5,935,982



MID GROWTH EQUITY CHARACTERISTICS v. S&P 500

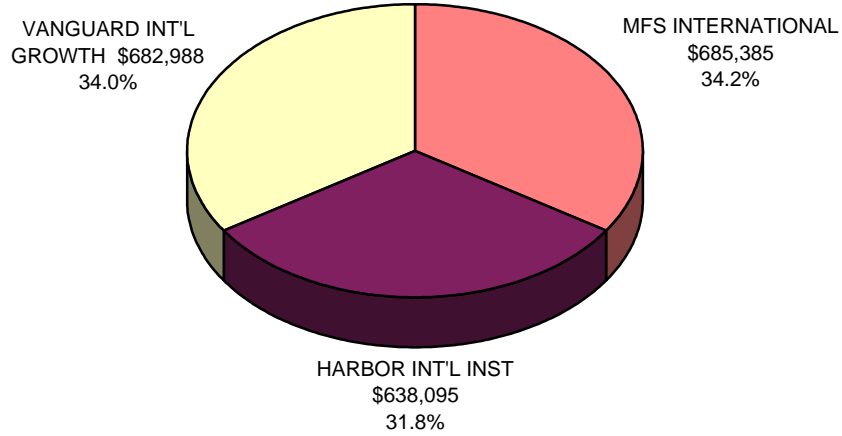


MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 6-30-16

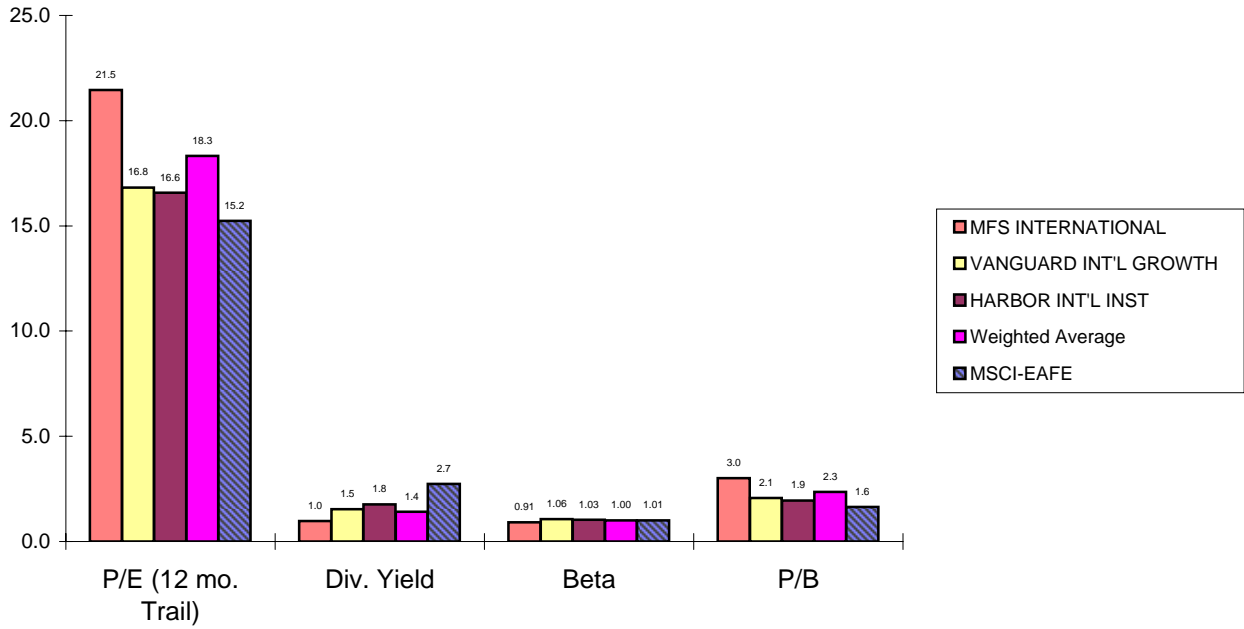


MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 6-30-16

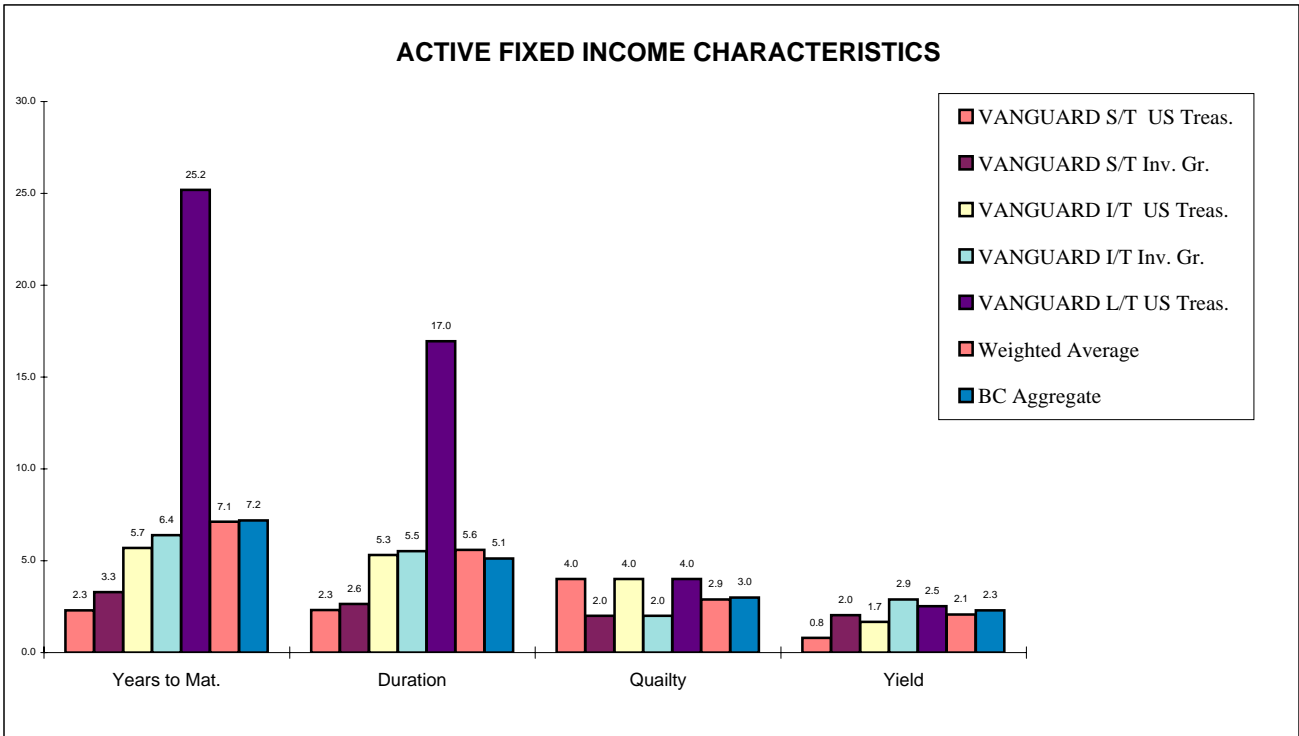
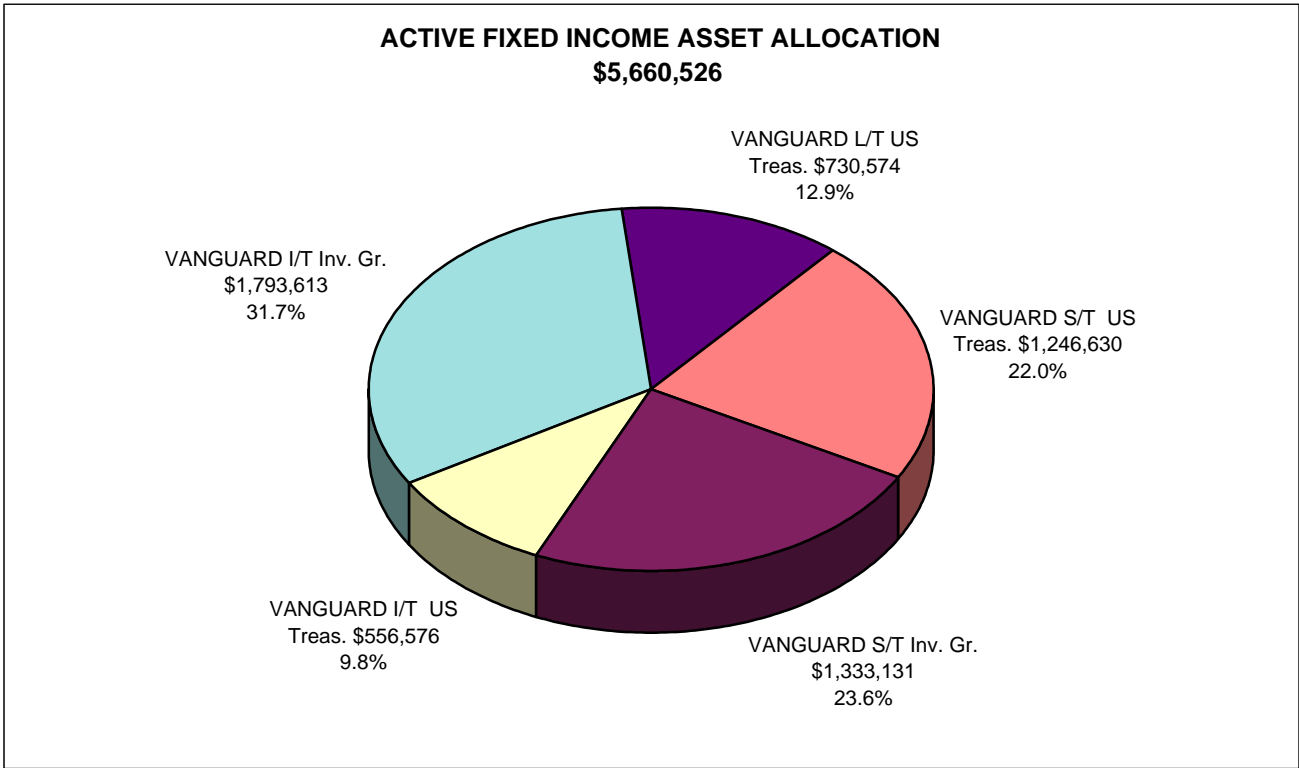
INTERNATIONAL FUNDS COMPOSITE ASSET ALLOCATION
\$2,006,468



INTERNATIONAL EQUITY CHARACTERISTICS



**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 6-30-16**



Midwest City Memorial Hospital Authority

Market Value of Fund Plus Real Estate Investments

	Begin MV	Contributions	Gains/(Losses)	PERIOD Distributions For Real Estate Investments	PERIOD Real Estate Sales	Investment End of Period	% ROR	NET Distributions/Sales For Real Estate Investments	Total MV Including Real Estate
1996	0.00	40,000,000	1,894,724			41,894,724	5.00		41,894,724
1997	41,894,724	6,500,000	9,149,906			57,544,631	21.43		57,544,631
1998	57,544,631		10,313,934			67,858,566	17.96		67,858,566
1999	67,858,566		9,842,497	(892,504)		76,808,558	14.66	892,504	77,701,062
2000	76,808,558		1,255,636	(7,530,000)		70,534,196	1.61	8,422,504	78,956,700
2001	70,534,196		(3,474,570)	(17,000,001)	881,724	50,941,348	(4.96)	24,540,781	75,482,129
2002	50,941,348		(6,288,441)	(3,000,000)		41,645,681	(12.42)	27,540,781	69,186,462
2003	41,645,681		8,377,102	(7,000,000)	2,000,000	45,006,531	24.06	32,540,781	77,547,312
2004	45,006,531		5,328,106	(2,000,000)		48,318,461	12.32	34,540,781	82,859,242
2005	48,318,461		3,559,195	(27,212,736)	27,006,977	51,651,524	5.88	34,746,540	86,398,063
2006	51,651,524		7,786,194			59,433,416	15.11	34,746,540	94,179,956
2007	59,433,416		4,280,658	(3,300,000)		60,414,074	7.30	38,046,540	98,460,614
2008	60,414,074		(17,021,674)			43,392,400	(28.12)	38,046,540	81,438,940
2009	43,392,400		8,759,495			52,151,895	21.30	38,046,540	90,198,435
2010	52,151,895		6,528,733	(1,800,000)		56,880,628	9.32	39,846,540	96,727,168
2011	56,880,628		(1,072,322)			55,808,306	(1.79)	39,846,540	95,654,846
2012	55,808,306		7,553,650			63,361,956	13.60	39,846,540	103,208,496
2013	63,361,956		13,845,096			77,207,052	21.94	39,846,540	117,053,592
2014	77,207,052		5,844,036	(5,650,000)		77,401,088	8.46	45,496,540	122,897,628
2015	77,401,088		(143,659)			77,257,429	(0.12)	45,496,540	122,753,969
1q16	77,257,429		312,508			77,569,937	0.42	45,496,540	123,066,477
2q16	77,569,937		1,139,087			78,709,024	1.49	45,496,540	124,205,564
TOTAL		46,500,000	77,769,891	(75,385,240)	29,888,701	78,709,024		45,496,540	124,205,564

9/30/96
INCEPTION
ROR: 7.21%



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 TDD (405) 739-1359
E-mail: ghenson@midwestcityok.org

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matt Dukes
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: September 13, 2016

SUBJECT: Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Midwest City Memorial Hospital Authority v. Health Management Associates, Inc., *et al*, Oklahoma County District Court Case No. CJ-2014-667; and (2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be provided in executive session.

J. Guy Henson
General Manager/Administrator



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208
E-mail: GHenson@MidwestCityOK.org

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*General
Manager/
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Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: September 13, 2016

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session.

Appropriate information will be provided in executive session.

J. GUY HENSON
General Manager/Administrator



Midwest City Memorial Hospital Authority

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

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*General Manager/
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Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: August 13, 2016

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be provided in executive session.

J. Guy Henson
General Manager/Administrator



NEW BUSINESS/
PUBLIC DISCUSSION

